ATTACHMENTS

Richards, Susan

From: Alderperson Don Hammond
Sent: Thursday, April 14, 2016 10:37 AM
To: Richards, Susan
Cc: Adams, Charles; Mayor Vandersteen
Subject: Resignation

Good morning Sue,

Please accept this as my official resignation from the Sheboygan Common Council effective April 18, 2016.

I have truly enjoyed my time on the Council and am so very proud of our accomplishments.

Thanks for all of your time, dedication and most of all, your friendship!

Best regards,

Don Hammond
President, Sheboygan Common Council
Alderperson, 7th District
Chair, Finance Committee
Chair, Strategic Fiscal Planning Committee
Member, Salaries and Grievences Committee
Member, Redevelopment Authority

I

Hearing No. ___ - 15 - 16. April 18, 2016.

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

Property located at 630 Riverfront Dr.:

Being Lot 2 of a C.S.M. recorded in Volume 25, pages 55 & 56 of Certified Surveys, located in the North ½ of the NW ¼ of Section 26, T.15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 2.3 acres + or -

All interested persons will now be heard.

Publish - April 1 and 8, 2016.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 18, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class CC Central Commercial to Class CC with PUD overlay Classification.

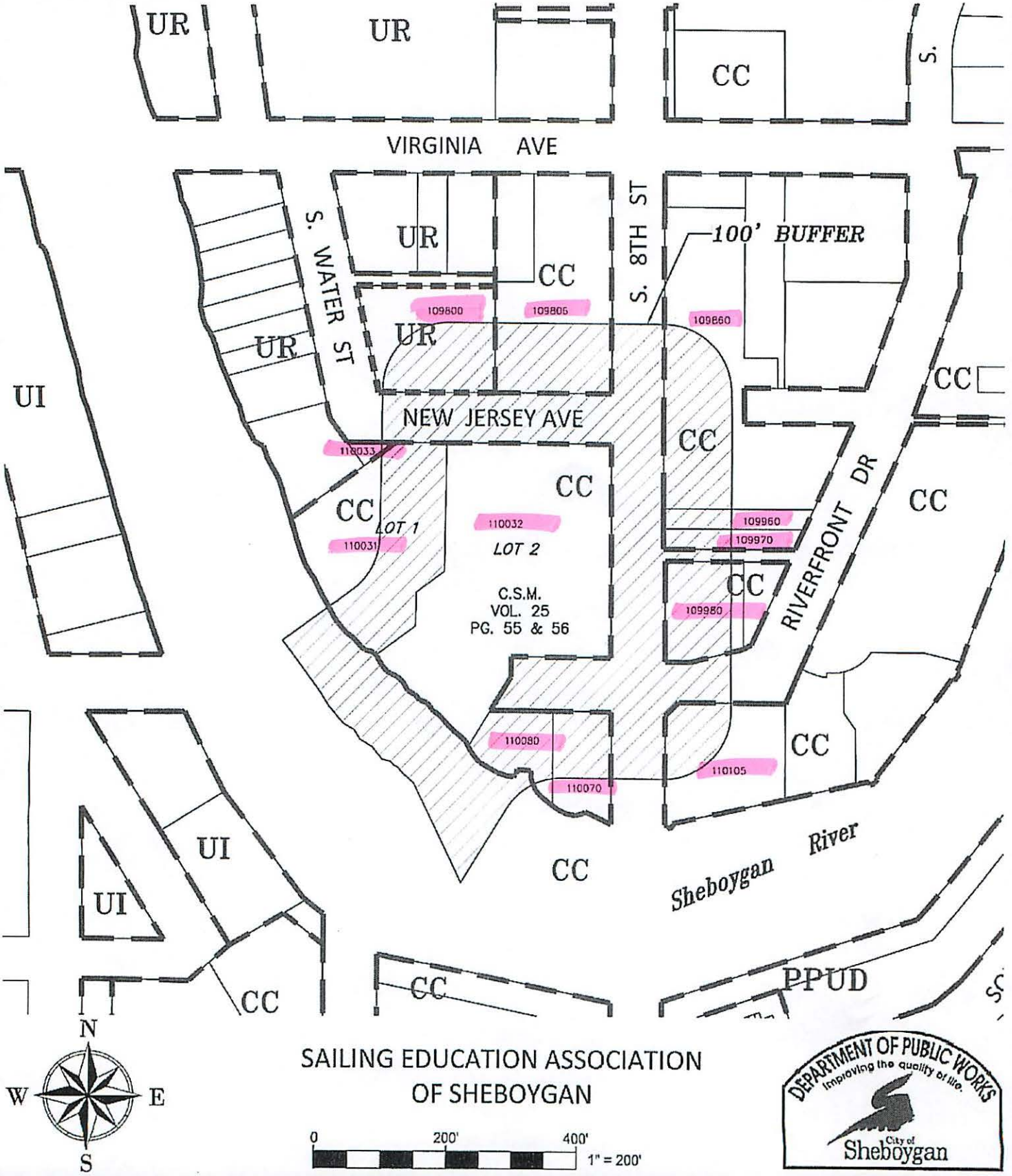
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SUSAN RICHARDS
City Clerk

PROPOSED ZONING CHANGE
FROM CC TO SEAS PUD
SECTION 26, T. 15 N., R. 23 E.

BEING LOT 2 OF A C.S.M. RECORDED IN VOLUME 25, PAGES 55 & 56 OF CERTIFIED SURVEYS, LOCATED IN THE NORTH 1/2 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



SAILING EDUCATION ASSOCIATION
OF SHEBOYGAN

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

City of
Sheboygan
spirit on the lake.

April 8, 2016

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., April 18, 2016, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of property located at 630 Riverfront Dr. from Class CC Central Commercial to Class CC with PUD overlay Classification:

Property located at 630 Riverfront Dr.

Being Lot 2 of a C.S.M. recorded in Volume 25, pages 55 & 56 of Certified Surveys, located in the North ½ of the NW ¼ of Section 26, T.15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 2.3 acres + or -

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

Yours very truly,

SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

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

920/459-3361
FAX 920/459-2917

WEB: CI.SHEBOYGAN.WI.US

SS CYRIL & METH CONG
822 NEW JERSEY AVE
SHEBOYGAN WI 53081-4422

MARTIN TRUST, JAMES E
%MARTIN, TERRY J
3220 GREENVIEW DR
SHEBOYGAN WI 53083-2516

UDOVICH, DAVID R
%UDOVICH, ELSIE A
2804 S. 7TH ST.
SHEBOYGAN WI 53081-6804

THOMSON'S PARKVIEW
MARINA LLC
N4498 COUNTY ROAD I
SHEBOYGAN FALLS WI 53085-2728

RRG EAST LLC
N6715 CARDINAL DR
SHEBOYGAN WI 53083-2332

SAILING EDUCATION ASSN OF
SHEBOYGAN INC
PO BOX 1317
SHEBOYGAN WI 53082-1317

WIS POWER & LIGHT CO
824 S. 8TH ST.
SHEBOYGAN WI 53081-4410

II

R. O. No. - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting various license applications.

City Clerk

TEMPORARY "B" BEER LICENSE

No.	Name	Address
3190	Big Mike's Girls Dart Team	911 Indiana Ave. - one-day event to be Held 4/30/16 to include current premise And parking lot behind building.

Consent

VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred R. O. No. 296-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends granting the following licenses with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
1483	Blakes, Diashanae J.	2137 Bollmand Dr., #3B
0143	Gottsacker, Robert D.	2328 N. 9th St.
*8152	Norton, Marquita Y.	2137 Bollmann Dr., #3B

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

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.1

R. O. No. 296 - 15 - 16. By CITY CLERK. March 7, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

3/21/16 - grant all licenses except hold Blakes, Gottsacker, Norton, Klinger, Krueger, Voest, Wyckoat

4/6/16 - hold Blakes, Gottsacker, Norton, Voest, Krueger

4/18/16 - deny Krueger, Voest, grant Norton, Blakes, Gottsacker & grant rest of Lappas

City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2016)

No.	Name	Address
3182	The Blue Lite I	1029 N. 8th St.
3179	Parker Johns BBQ & Pizza	701 Riverfront Dr.
3183	Sprechers Restaurant & Pub	820 Indiana Ave.

SIDEWALK CAFE LICENSE (April 14, 2017)

No.	Name	Address
1005	Al & Al's Bar & Grill	1502 S. 12th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
1483	Blakes, Diashanae J.	2137 Bollmand Dr., #3B
9078	Christel, Jessica L.	906 Logan Ave.
1472	Dekarske, Craig A.	4459 Idlewild Lane
8037	Diedrich, Hayley E.	819 N. 8th St., #3
1419	Flesch, Stephen J.	N6569 Duley Ct., Fond Du Lac
0143	Gottsacker, Robert D.	2328 N. 9th St.
1288	Hansen, Jayme L.	3022 Michigan Ave.
1347	Klinger, Kristina P.	36 Baden Ave., Cedar Grove
1681	Krajniak, Melody A.	1332 N. 15th St.
1404	Murray, Jennifer A.	515 S. 15th St.
8152	Norton, Marquita Y.	2137 Bollmann Dr., #3B
1409	Schmitz, Joel P.	4001 N. 51st St.
1423	Staggs, Danielle N.	730 Georgia Ave.

8977	Stephens, Kim M.	1326 S. 13th St.
1358	Swanson, Adam D.	3515 N. 10th St., #312
0098	Tagel, Jody M.	1435 Camelot Blvd.
1009	Voest, Zsa Zsa A.	1614 N. 12th St.
7743	Wychesit, Patrick J.	1629 Kentucky Ave.

TAXICAB DRIVER LICENSE (December 31, 2016)

No.	Name	Address
0926	Jaber, Ali M.	3330 S. 11th Pl., #1
0565	Krueger, Nathan J.	1621 Martin Ave.
7451	Miller, Mark S.	1413 N. 7th St.

VII

R. C. No. ____ - 15 - 16. By PUBLIC WORKS. April 18, 2016.

Your Committee to whom was referred R. O. No. 332-15-16 DIRECT REFERRAL by the City Clerk submitting a communication from Robert Ries stating various concerns he has with the City regarding streets, sidewalks, trees, etc.; recommends that the documents be placed on file.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

DIRECT REFERRAL

R. O. No. 332 15 - 16. DIRECT REFERRAL By CITY CLERK. April 12, 2016.

Submitting a communication from Robert Ries stating various concerns he has with the City regarding streets, sidewalks, trees, etc.

Pub. Wks.
File

City Clerk

Untitled

31 Mar 16

Dear Mr.Belanger,
Thank you for responding to my letter.As I still don't agree with the policies you wrote about.I do know for a fact that the home owner does get sued when some one falls on the side walk in front of the house they own.My ex-wife sued my exsister inlaw when she fell and sprained her ankle on the side walk in front of their house.The city said that they where NOT responsable for her injuries and that the home owner was for NOT maitaining the side walk.But she did maintain it.My ex-sister inlaws insurance had to pay out and her rates sky rocketed.The city attorney,Who I have had a few meetings with.Never determans that the city is at fault.I know this for a fact.

Years ago I was fined by the city for helping a friend who was a home owner put a fire excape on the back of his house.I was fined by the city of Sheboygan for doing carpantry work on a house I didn't own.I explained to Mr. Adams tha I was just helping my friend who didn't know what he was doin.At the time I had a Home Improvement Business.Ries Remodeling.But building inspecter Sontag never liked me because I worked for Pat Schroeder.Who Mr. Sontag hurassed at every job we did in Sheboygan.So I was automaticly targeted by this man until he retired.When I went to see the city attorney.The only words out of his mouth where.Your guilty pay the fine.I told him I did nothing wrong.He read me the city ordinance that said no one who does not own the home can not work on it.He told that no friends or relitives are allowed to work on a home they do NOT OWN." the law is the law and you broke it.Pay the fine.I was guilty njust pay the fine.When I brouhgt up the fact that Habitat Foe Humanity was using factory workers who do not have any building experiance to work on these houses.So they where also breaking the that same law.I was told to shut up that has nothing to do with it.You broke the law pay the fine.I refused to and the city revoked my drivers liecense until I paid the fine.So Mr.Adams felt he was the Judge,Jury and executioner ven though I told him I was not guilty.Every lawer I talked to said I had a good case aginst the city for discrimination.But thy all wanted thousands of dollars to defend me>I had just started my business and didn't have the money.Even tha ACLU siad I had a strong case.But they wouldn't help me because it was not high profile enough for them to waste thier tima and money on.We went to court and even the judge said that this was witch hunting when I brought up Habitat for Humaity in court.Mr. Adams said that was not a factor ing this case.Thge judge disagreed.I was fined $50.00.down from $150.00 because the judge said that I did did break the law.So by law I can not help a friend work on their house even though I am a retired former state licensed contrator.But Habitat can have uuntrained factory workers help build at house.I get fined not them.

My other dealings with Mr.Adam was when I got a few tickets the very first time I had ever pick up my grand daughter at Cooper Grade school.I was told I could park infront of the school to pick her up as long as I stayed in my vehical.I did with the police officer standing next to my pick up truck with his arms folded just staring at me the whole time.I looked at him and asked what was wrong.He didn't say a word and just kept staring at me.When the bell rang.I had to step out to help my gand daughter get into my truck.Other people where doing the same thing.Two days later I get parking violations in the mail.I went to talk to Mr. Adams.He wouldn't even let me explain what happened.The second I walked into his office he already had his mind made up.I was guilty.He told me " You have no excuse.Your guilty pay the fine.I did.I also wrote to the police dept.I told them this was my first time and that if the officer would have just told me I did something wrong.I would have moved.NO problem.But all he did was stare at me whithout a word.I didn't Know I was breaking the law.I was told of the cities ZERO tolerance policy.Even if it was you first time and you didn't know the rules and the officer just stares at you even after you aks what you are doing wrong.I wrote a letter to the police dept. about how this man was a coward.He could have just told me I was violating the parking law.He had to know this was my first time doing this as he never had seen me there before.But he chose to be a coward and not tell me I was violating the law.And then sends me the citation in the mail.After that The officer had it out for me.I wasn't parking in front of the school anymore.I parked accross the street.A few days later I get yet another parking ticket because the back bumper on my car touched an imaginary line as I pulled away from the curb and I stopped at the stop sign on th corner and was cited for stopping in a no stopping zone tha was all the way up to the stop sign.So if I stopped at the stop sign on the corner by the school and let the children walk accross the street I was breaking the law.And if I go though the stop sign and injur some child I am still breaking the law.I went to Mr.

Adams because this time I knew damb well I violated NO law.He didn't even want to look at the evedence and drawings I made proving I didn't violate any laws.He refused to look at them."Those laws where put in place to protect the children You broke the law.You pay the fine".That is not by any stretch of the imagination a afir and un biased trial.According to Mr. Adams the city of sheboygan does no wrong.Its always your fault even if you can prove your not.He does not look at opposing eveidence.He won't even look at it.

I have a collapsing manhole in front of my house for years.Its causing thousands of dollors in damage to my home.A tree the city planted in front of my house years ago got huge and the roots went under and grew along the side of it causing ot to buckle and crack.These are problems that I have to fix at my own expence evn though it was dity property that is causeing the plaster to pull away from my wals when the heavey trucks hit the manhole because the cement is got about a six inch dip in it right out front,My whole house shakes when the trucks it it.Even after the city put a shovel or two in the dip.

So the city of Sheboygan makes you pay foreverything including the wages and benifits and taxs for the city workers who are already being paid by the tax payer to perform these tasks any way.But when city property causes thousands of dollars to your home.The do a half assed repair job cecause they are not responsible when their proprty such as a bad road or a city planted tree on their pproperty damages your private properyt.Its to bad so sad but you can not do anything to us.We are protected by law.

These are just a few of the dealings that I as a resident who was born raised and lived in Sheboygan all my life has been though.So when you wrote me about the city attorney.I knew right away why the city of sheboygan never gets sued for not keeping up its property.If it goes though Chuck Adams office.You the citizen automaticly loses.When you are the judge jury and exacutioner.Of course you going to have a perfect record.

By the way I only have one pine tree in my back yard.Thats the only tree on my property since the city cut down the tree whose roots broke my sewer lateral that I now have to shell out thousands of dollars to fix.Thank you city of Sheboygan.I also have to fix the walls that the plaster is cracking and falling off of the walls because of the city owned manhole thats colapsing in front of my house gets a half assed fix it job.Thats going to cost me even mere out of pocket money I don't have.Thank you again city of Sheboygan.I know I will have to replace the sidewalk that a city planted tree buckled and cracked.Costing me yet even more money.Thank you City of Sheboygan.If it wasn't for your property distroying my property.I would have all kinds of money.But you with your zero tolerance for the citizanes of this city when it comes to their private property.Yet the home owners supposed to just suck it up when it comes to paying for the repairs when city property damages your private proerty.

So tell me as a home owner and tax paying citizen of this fine city.Where am I saving any money.I have to pay for city property when it starts to crumble like my side walk.What if I decide I don't want a side walk in front of my house.Just let the grass grow.I can not by city ordinance do that so I am forced to have one.I still don't see where as a tax payer I an saving any money.I am going broke fixing the things that city owened property is distroying.

But as you can see.I do not agree with the way this city is run.The citizens are responsible for everything.And what do we get for our tax money?You call the police when you see somone breaking into a car.They arrive 30 minutes later and hand you a form for your insurance.Your house gets taged by some gang banger.They also tag the side walk.To qoute the police officer.There is nothing they could do about the damage to my private property.But when they spray painted city property.Thats cirminal damage to property."We can prosicute them for that".Meaning.The police dept.Isn't here to protect you and your private propetry such as your car or house.There here to protect city propertry only.The road infront of my house is causing damage.But he city has to repalce all the roads in th factory and business districts first.It might take a few decades before we get to your street.So you will just have to suck it up because we don't have money ti fix them.We spent ie all on the business's here.They get first pryority when it comes to fixing anything in this city.I get my street plowed the day after the storm hits.I get charged extra for my garbage and automobile.Yet I have ssen no benifits from it except the downtown and factory distrcts are looking better.To bad I cannot use tha as a selling point when I try to sell my house with a street in front of it that is all cracked ad has pot hole bigger than most fox holes I have been in.

So to sum up.As a home ower in ths city of Dheboygan.You are responsible for city property.They city is not responsible when its property is distroying your private

property.A police force who has zero tolllerance for only a certain few when it come to traffic laws and such.And look the other way when others breack the same law.Get get charged exctra for garbage pick up.Even though that money can be used for other things.We are now once again getting a wheel tax for fixing the streets of Sheboygan.But only the factory and business areas.Just look how much good the last one did.It must be aliens that are causeing all the gamage to my house.Not the crumbling street in front of it.Its doing wonders for my property value.When they pick up my garbage.I have seen them rip open the plastic garbage bags when they throw them in the back of the garbage truck.If the bag snags the side of the truck and rips open.They leave it lay there for the home owner to clean up.Not to mention I have personaly seen them thowing blue bags in with the regular garbage.So again please tell me where I am saving money as a tax paying home owner in this city.I may be saving money on my taxs.But I sure as hell am NOT saving money when I have to pay for your damages to MY property.

I would like for you to present this letter at the next common council meeting as I am sure that I am not the only homeowner in this city that feels this way.Because from here on out I will have zero tolerance when it comes to their ptoprty damaging my house.I am looking to hire a lawyer and sueing the city of Sheboygan for neglecting their property to the level that it is now causing thoudands of dollars in damage to my property.I should not have to be held responsible for your neglect.These laws are unjust.The city can sue you for damages when you hit a sign and charge you hundres of dollars for repairing a fifty dollar sign.But you can not sue them our are limited in what law suites you can file against the city by law.Like the law that says a homeowner has 24 hours to clear the snow from their side walk.But the city of Sheboygan has up to three weeks to plow the strees.I found out that one the hard way when I fell in a icy city intersection while I was cossing the street in the crosswalk.I poped my knee and was the resipiant of hundreds of dollars in medical bills.Not to mention a bill from the police dept.For an officer that saw me mlaying in the road screaming in pain.The officer knew me from my nieghbor and gave me a ride in the patrolcar to the hospital.Not only did the city deny my law suite my lawyer had filed.Sighting that very law.They sent me a bill for theofficer giving me a ride to the hospital. After all of these things I have been though in all the yeras I have lived here.You would think that I would have packed up and left years ago.And a few time I had thought about it.And my wife and I are again thinking about selling when she retires.We keep hoping this city will come to it sences and quit putting all th burden on its homeowners I for one would not mind paying a little more in taxs.If I knew that it was going to be spent to help me out.Not just city and its business owners.Look around this city.Look at the inercity roads.The main roads and business district roard ar emaculet.Turn off on any side street and you need a humvee to get doen them.

So again.Where is taking away leaf collection going to solve any of this cities problems?We are already being riped off by our city council who aprove putting frees on the very things every home owner in this city needs.Garbage pick up,Tranportaion and water.Yet these extra fees also known as taxs.Are getting this city no where.

The city of Sheboygan wants to attrack business here.Yet this city puts more restrictions and makes business's pay thuogh the nose in fees than any other city I have ever worked in when I was a contractor.When I would go outside the cityAnd ask if I need to be licensed by that city or town to do the work.They would say I only needed my state license and proof of insurance.I would tell them how the city of sheboygan forces you to also be licensed by them.Even though that license is nothing more than the city giving the contractor the privalige of working here.If he scews up the city which holds the insurance on that contractor even though the coantractor pays the premeums for the insurance.He has to put the policy in the cities name.And when the contractor gets sued.The city does nothing to help him.They would tell me.Yea where not like Sheboygan.We don't fleese our business's like they do.Is what they would tell me.

In the 57 years I have lived here.I have seen a once viberant city reduced to what it is now.Business moving to the towns that suround Sheboygan because they don't want to put up with all the BS they have to just to get aproved before they can even build or open a business here.And are then regulated to death by every dept. in this city.Especialy the building inspector tells somone they have to paint the business that they are just starting to move into and hav yet to even start working on it.That they 30 days in the middle of winter to paint their business of face a $600.00 fine.How can you paint a building in 20 degree weather?They had to go down and apply for and extention.I guess common sence doesn't play a roll in city government.

Untitled

These are just some of my experiances with this cities so called leaders.And I am not alone I have talked with many of my home owner costumers when I had my home improvement business.And I had talked to alot of contractors who have told me that they would never work in Sheboygan because of how they fleece out of town contractors by charging them a fee just to work in this city.

Like I said before.The city of Sheboygan has a zero tollerance for the home/ business owner when it comes to the up keep of their properties.But the tax paying home owners of this city should let the city slide on all the things that are owened by the city and are crumbleing and in desperate need od repair because the city doesn't have the money to fix them.Yet they expect the home owner to take out loans with high interest rates and go deep in dept because the city doesn't like the way your property looks.

I just spent $6,500.00 fixing up my house.Yet my property value went down.Not because of the way my house looks.My nieghbers love what I did to one of the worst houses on our street.It is now one of the best looking houses on my street.But unfortunately I have a road collapsing in front of my house causing all kinds of damage to the interior of it.And until the raod infront of my house is fixed which will probibley be three decades from now.So all I can do is go broke trying to keep up with the damages until the raod is fixed.Or see if there is any legal action I can take against the city of Sheboygan.Maybe the city should treat it's people the way they expect the people of this city to treat them.Not everyone is Herbert Kohler and can spend thousands of dollars at one time to bring their property up to code.How about the city going into dept to pay for the strees that are not up to federal standards.They force tax paying citizens to.

Robert R Ries

1707 No.10th St.

Sheboygan Wi.53081

VIII

R. C. No. ___ - 15 - 16. By PUBLIC WORKS. April 18, 2016.

Your Committee to whom was referred Res. No. 188-15-16 by Alderperson Belanger authorizing entering into a State/Municipal Agreement for the design and construction of the Pennsylvania Avenue Bridge project scheduled for 2019 construction; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.3

Res. No. 188 - 15 - 16. By Alderperson Belanger. April 6, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into a State/Municipal Agreement (dated March 16, 2016), I.D. 4996-25-00/71, for the design and construction of the Pennsylvania Avenue Bridge project scheduled for 2019 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Pennsylvania Avenue Sheboygan Bridge for the proposed sum of $1,576,400.00 of which the Federal/State share is $1,261,120.00 and of which the City of Sheboygan's share is $315,280.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

Pub. Wks. approve

John Bl

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT **Program Name: Local Bridge** **Sub-program #: 205**	Date: MARCH 16, 2016 I.D.: 4996-25-00/71 Road Name: PENNSYLVANIA AVENUE Bridge ID: B-59-0064 Location: SHEBOYGAN RIVER Limits: S. COMMERCE STREET – N. WATER STREET County: SHEBOYGAN Project Length: 480 FEET Facility Owner: CITY OF SHEBOYGAN Project Sponsor: CITY OF SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Structure B-59-0064 is a 4 span structure over Sheboygan River. The structure was constructed in 1973 and is 400 feet in length and has a clear roadway width of 52 feet. The sufficiency rating is 50.9 and the structure is structurally deficient. The girders and superstructure are spalled and are patched annually. The existing guardrail is substandard. The existing sidewalk and median has spalling and cracking.

Proposed Improvement - Nature of work: The proposed improvement is a rehabilitation and will consist of a low slump concrete overlay. The concrete girder ends at the abutments will be repaired as well as the joints. Additional slope protection will be added at abutments for scour and erosion control. There will be some approach work which will extend approximately 40 feet to the west and 40 feet to the east of the existing structure. Bridge railing updates will be addressed. There will be no right of way acquisition needed. The roadway will be open with staged construction.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
None

The Municipality agrees to the following 2015-2020 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal/state funding up to a maximum of $1,261,120 when the Municipality agrees to provide the remaining 20% and any funds in excess of the $1,261,120 federal/state funding maximum according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2015-2020 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal/State Funds**	**%**	**Municipal Funds**	**%**
ID 4996-25-00					
Design	**$240,350**	**$192,280**	80%*	$48,070	20%+BAL
State Review	**$39,050**	**$31,240**	80%*	$7,810	20%+BAL
ID 4996-25-71					
Category 010 - Approaches					
Participating Construction	**$69,400**	**$55,520**	80%*	$13,880	20%+BAL
State Review	**$45,750**	**$36,600**	80%*	$9,150	20%+BAL
Category 020 - Structures					
Participating Construction	**$1,075,100**	**$860,080**	80%*	$215,020	20%+BAL
State Review	**$106,750**	**$85,400**	80%*	$21,350	20%+BAL
Non-Participating Construction	**$0**	**$0**	0%	$0	100%
Total Est. Cost Distribution	**$1,576,400**	**$1,261,120**	**N/A**	**$315,280**	**N/A**

***Due to the federal funding cap, which is $1,261,120 for all federally-funded project phases, this percentage may change over the life of the project.**

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal or state funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All applicable DBE requirements that the State specifies.

    g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

    h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.

    i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

    j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2015-2020 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

c. Storm sewer mains necessary for the surface water drainage.

d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. Preliminary Engineering and design.

j. Management Consultant and State Review Services.

k. Other eligible bridge items: Staining and formliners

5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2015-2020 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

d. Conditioning, if required and maintenance of detour routes.

e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards.

h. Real estate for the improvement.

8. For bridge rehabilitation projects, TRANS 213.03(2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
    a. The rehabilitation would be cost effective,
    b. It would extend the life of the bridge by at least ten years, and
    c. It would correct all deficiencies.

    Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.

11. Work to be performed by the Municipality without Federal/State funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

15. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2015-2020 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

17. The Municipality will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

e. Provide complete plans, specifications, and estimates.

f. Provide relocation orders and real estate plats.

g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under General Highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that now such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

21. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

22. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

23. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

25. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2015-2020 Local Bridge Program project funding conditions:

    a. ID 4996-25-00: Design is funded with 80% federal/state funding up to a maximum of $223,520, when the Municipality agrees to provide the remaining 20% and any funds in excess of the $223,520 federal/state funding maximum. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

    b. ID 4996-25-71: Construction:

        i. Costs for approaches and structure construction are funded with 80% federal/state funding up to a maximum of $1,037,600, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the $1,037,600 federal/state funding maximum. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c)

ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

c. Project Cap: This project has a federal funding cap of **$1,261,120.** This federal funding cap applies to all federally funded project phases.

[End of Document]

VIII

R. C. No. ____ - 15 - 16. By PUBLIC WORKS. April 18, 2016.

Your Committee to whom was referred Res. No. 189-15-16 by Alderperson Belanger authorizing entering into contract with Oneida Total Integrated Enterprises for construction management and oversight for the Sheboygan River, Area of Concern habitat restoration improvement projects for services conducted extending until December 31, 2016; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.4

Res. No. 189 - 15 - 16. Alderperson Belanger. April 6, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Oneida Total Integrated Enterprises (OTIE), Milwaukee, Wisconsin, for construction management and oversight for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for services conducted extending until December 31, 2016.

WHEREAS: The City of Sheboygan has awarded a contract for the completion of habitat restoration projects along the Sheboygan River (Res. 32-12-13. A project of this scope and complexity will require a significant amount of management and oversight by a firm uniquely qualified to provide these services, and;

WHEREAS: The City is a sub-grantee on the funding from the Great Lakes Initiative and included in said funding is an allocation for construction oversight and management and;

WHEREAS: The City requested a quote for these services from Oneida Total Integrated Enterprises (OTIE), the sub-designer of the project and the project team has negotiated the contract cost to a level that does not exceed the funding allocated.

RESOLVED: That the appropriate City Official is hereby authorized to enter into contract with OTIE in an amount not to exceed the available funding for the provision of all labor and materials associated with the management and oversight of the 1 year maintenance restoration project(s)which is $9,667 from the Capital Projects ~ Contracted Services, Acct. No. 40032100-521900.

Pub Wks approve

John B

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

OTIE
Oneida Total Integrated Enterprises

1033 N. Mayfair Road
Suite 200
Milwaukee, WI 53226
414.257.4200

February 5, 2016

Scott G. Isaacs, P.E.
City of Sheboygan - DPW
Environmental Engineer
2026 New Jersey Avenue
Sheboygan WI 53081

Re: Sheboygan River Restoration AOC
Construction / Post Construction Management Amendment
City of Sheboygan

Dear Mr. Isaacs:

Oneida Total Integrated Enterprises (OTIE) is pleased to present this Proposal to perform additional year of Post Construction Management for the Sheboygan River Restoration AOC located in the City and County of Sheboygan.

We have attached an updated scope of services that includes a detailed description of the work that would be completed under an Amendment to the existing Professional Services Agreement. We have also extended the period of performance until December 31, 2016, and included assumptions and costs to complete this additional work (See Attachments).

We appreciate your consideration of OTIE for this project, and look forward to working with you on this and other projects in the future.
If you have any questions regarding the report or the request please contact me at your convenience at (414) 607-6767.

Sincerely,

Cyndi Shaw

Cyndi Shaw, J.D.
Vice President, Contracts

Attachments
Scope of Work
Cost Proposal

Sheboygan River AOC Restoration Construction Management Scope of Services

Oneida Total Integrated Enterprises (OTIE) will provide post construction (2016) management services for the Sheboygan River Area of Concern of Concern (AOC) Habitat Restoration Projects. The scope of services for project will include attending meetings; planting stock inspection; performing on-site inspection of contractor's work; planting zone verification; reviewing contractor work and tests; documenting activities completed by contractor; providing periodic updates of contractor progress; reviewing contractor application for payments. Additional details with respect to each task are provided below:

Meetings

The consultant will attend contractor and or client meetings (including progress meetings, payment application, annual kick-off and final walk through). The consultant will also meet with City and County staff and continue to coordinate current and future mowing limits in park areas (Esslingen, Taylor and Indiana and Kiwanis).

Planting Stock Inspection

The consultant will inspect all planting materials including seed, herbaceous rootstock, live stakes, trees and shrubs prior to installation (includes initial plantings and required replacements). Materials not meeting requirements of the contract will be rejected. The consultant will document the quantities of acceptable materials delivered to the site. Consultant will also document the source (including name, address, telephone number, date harvested, location grown, etc.) of all material and equipment delivered to the project site.

On-Site Observations

The consultant will conduct on-site observations of the contractors remaining construction work related to Seeding, Seed Bed Preparation, Topsoil Special, Rootstock Installation, Mulching, and other work items required to construct the restoration as shown on the plans. The consultant will also conduct on-site observations to the contractors post construction management work required for Vegetation Maintenance including invasive species treatments and removals within project area(s).

Planting Zone Layout/Verification

The consultant will layout or verify boundaries of polygons planted /treated in 2012 (as needed to perform work required by the contract). All layout and verification will be accomplished with use of a hand help GPS (Trimble GeoXH with sub foot accuracy).

Review Contractor Work

The consultant will review contractor work and applicable tests related to the Sheboygan River AOC Restoration Projects required to construct the restoration as shown on the plans. Additionally, consultant will approve or reject work or materials requiring approval. Consultant will advise City and provide recommendations for corrective actions required for any work or materials that have been rejected.

Document Activities Completed by Contractor

The consultant will document post construction activities including plant replacements, corrective actions, invasive species management, etc. Documentation will consist of keeping log book, utilizing forms provided by the City and photo-documenting work and materials provided by the contractor. Log books and information collected will be mutually agreed on by the City and consultant prior to commencement of this scope of services. A disc containing copies of the log book as well as photographs organized by date will be provided to the City by December 15th of each year (2016). All documentation (log books, forms, emails, correspondence, photographs, etc.) collected by the consultant will be kept in an orderly fashion and will be available to the City upon request

Provide Periodic Updates of Contractor Progress

The consultant will provide the City periodic updates of the contractor's progress throughout the post construction monitoring period. These updates will include the following; date, work completed since previous update, upcoming work, problems, outstanding issues and comments. The frequency of these updates will be dictated by the quantity of work being completed by the contractor or as directed by the City.

Review Contractor Application For Payments

The consultant will review each contractor application for payment and provide input on accuracy of quantities placed/conducted by the contractor.

ASSUMPTIONS:

- All meetings will be held in at the project site(s) or within Sheboygan County.
- All work will be completed January 1st 2016 and December 31st 2016.
- All Planting Zone Layout and verification will be accomplished with use of a hand help GPS (Trimble GeoXH with sub foot accuracy).

PROPOSED SCHEDULE

- All services will be conducted between January 1st 2016 and December 31st 2016.

PROPOSED COSTS

OTIE proposes to complete:

Construction / Post Construction Management Services for a lump sum not to exceed fee of **$9,667.**

VIII

R. C. No. ____ - 15 - 16. By PUBLIC WORKS. April 18, 2016.

Your Committee to whom was referred Res. No. 190-15-16 by Alderperson Belanger authorizing entering into contract with Applied Ecological Services for the landscape maintenance and management for the Sheboygan River, Area of Concern habitat restoration improvement projects for services extending until December 31, 2016; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.5

Res. No. 190 - 15 - 16. Alderperson Belanger. April 6, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Applied Ecological Services (AES), Brodhead, Wisconsin, for the landscape maintenance and management for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for services extending until December 31, 2016.

WHEREAS: The City of Sheboygan has awarded a contract for the completion of habitat restoration projects along the Sheboygan River (Res. 32-12-13.) and;

WHEREAS: The City is a sub-grantee on the funding from the Great Lakes Initiative and included in said funding is an allocation for construction oversight and management and;

WHEREAS: The City requested a quote for these services from Applied Ecological Services (AES), the contractor of the landscape maintenance and management that the WDNR has negotiated the contract cost to a level that does not exceed the funding allocated.

RESOLVED: That the appropriate City Official is hereby authorized to enter into contract with AES in an amount not to exceed the available funding for the landscape maintenance and management associated with the of the 1 year maintenance restoration project(s)which is $24,000 from the Capital Projects ~ Contracted Services, Acct. No. 40032100-521900.

Pub Works approval.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

APPLIED ECOLOGICAL SERVICES

Contracting Estimate and Agreement

Project Information

Project Name: SHEBOYGAN RIVER MAINTENANCE
AES Project Number: 16-0298
Branch: F:WI-IL

March 23, 2016

City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

Re: Agreement and/or Authorization for Services by and between Applied Ecological Services, Inc. (AES) and The City of Sheboygan.

Thank you for the opportunity to submit a quote for this work. The quote assumes approximately 400 hours spent on site managing the Sheboygan River AOC Restoration project for the 2016 growing season. While we believe this is sufficient to maintain the site in good condition, we believe some areas may benefit from additional effort if the budget allows. We look forward to beginning work with you on this project. Please call with any questions regarding the attached proposal and supporting documents.

Sincerely,

Josh Kraemer, Project Manager
Applied Ecological Services, Inc.
(608) 214-1226
joshua.kraemer@appliedeco.com

Chuck Campbell, Project Estimator
Applied Ecological Services, Inc.
(608) 897-8641 x1050
cacampbell@appliedeco.com

Enclosure(s) – Terms and Conditions

Quote for Services and Statement of Work

Item	Qty	Unit		Unit Cost		Extended
Vegetation Maintenance 2016	1	LS	$	24,000.00	$	24,000.00
Total					$	24,000.00

Notes

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. This quote is valid for 60 days.
4. Maintenance of woody and herbaceous species will be conducted per the "Site Management Plan for the Sheboygan River Area of Concern Habitat Restoration Projects" dated April 2012. Other non-natives species of concern mentioned such as emerald ash borer are outside the scope of AES and are not included.
5. Tree and shrub replacement, tree and shrub protection, and repairs of damaged trees or protectors are not included.
6. The Owner/Client is required to pay for any required permits unless specified in this Agreement.
7. In an emergency, AES shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Agreement price and/or time resulting from the actions of AES in an emergency situation shall be equitably adjusted.

Signature Page on Next Page

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement. Work will begin upon receipt of the applicable deposit and this signed authorization.

**PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES.

Client:	
Signature:	Date:
Name:	
Title:	
Company:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Billing Address:	
☐ Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Applied Ecological Services, Inc.	
Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608-897-8641	Fax: 608-897-8486
Email:	

APPLIED ECOLOGICAL SERVICES

Standard Terms and Conditions

1. Term and Termination. These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Applied Ecological Services, Inc. (hereafter AES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

1.1. Termination. Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, AES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.

1.2. Payment Upon Termination. In the event of termination, all previous unpaid invoices submitted by AES to Client will be due and payable. AES will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, AES will be reimbursed on a time-and-expenses basis at AES' standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination; the cost to bring any site work to a safe and stable condition; and reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.

1.3. Transition Period. In the event that this Agreement is terminated by either party, Client may require AES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. Invoicing and Payment.

2.1. Deposit. A non-refundable 20% deposit is payable to AES upon execution of this Agreement. The balance is due once the Services are complete or in accordance with payment terms outlined below and/or in the Letter Agreement or related Attachments. In the event this Agreement is terminated by the Client, AES shall retain the deposit as compensation for work invested.

2.2. Invoicing/Payment Term. AES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from AES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify AES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by AES shall be at the rates specified in AES' Quote for Services and Statement of Work and incorporated by reference herein. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.

2.3. Taxes. All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.

2.4. Currency. All fees are stipulated in U.S. Dollars and must be paid to AES in U.S. Dollars.

2.5. Method. Payments to AES shall be made via Automated Clearing House (ACH) to AES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Applied Ecological Service, Inc." can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the AES invoice number(s) in check memo.

Bank Name:	**Bank of New Glarus and Sugar River Bank Branches**
Bank Address:	**2006 1st Center Ave, Brodhead, WI 53520**
Routing Number:	**075903912**
Checking Account Number:	**200142519**

2.6. Prevailing Wages. Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of AES' Services under this Agreement. However, should AES be required to pay prevailing wages, Client will pay AES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. Liens. AES reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

4. Confidentiality.

4.1. Definition and Exceptions. For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.2. Nondisclosure of Confidential Information. During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.3. Use of Project Information. Client agrees that AES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. Ownership of Work Product.

5.1. Work Product. All drawings, specifications and other documents and electronic data furnished by AES to Client under this Agreement ("Work Product") are deemed to be instruments of Service, and AES shall retain the ownership and property interest therein, including the copyrights thereto.

5.2. Client's Limited License. Upon Client's payment in full for all work performed under this Agreement, AES shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by AES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to AES.

5.3. Use. Any documents generated by AES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by AES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to AES. Client further agrees that it shall defend, indemnify and hold harmless AES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. Insurance.

6.1. Coverage. At all times during the term of this Agreement, AES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in Exhibit A.

6.2. Waiver of Subrogation. To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

6.3. Additional Coverage. Upon advance written notice, AES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.

6.4. Notice of Cancellation. The above-required insurance shall be maintained by AES during the term of this Agreement, and shall not be canceled, altered, or amended by AES without thirty (30) days advance written notice to Client.

7. **Limitation of Liability.** With respect to any claim covered pursuant to the terms and conditions of AES' liability insurance policies carried pursuant to this Agreement, Client agrees that AES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. **Indemnification.**

8.1. **AES' Indemnification of Client.** To the fullest extent permitted by law, AES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of AES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

8.2. **Client's Indemnification of AES.** To the fullest extent permitted by law, Client shall indemnify and hold harmless AES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than AES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. **Independent Entities.** Client and AES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

10. **Dispute Resolution.**

10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, AES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.

10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. **Standard of Care / Warranties.**

11.1. **Standard of Care.** All Services provided by AES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

11.2. **Warranties.** Construction work performed by AES includes a one (1) year warranty on materials and workmanship. AES warrants that such work shall be free from material defects not intrinsic in the design or material required in the Agreement, if any. AES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. AES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify AES of defective work, the Client waives AES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if AES is not retained to perform subsequent phases, AES' responsibility will extend only to the Services it completes.

12. **Time for Performance.**

12.1. AES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and AES and incorporated into this Agreement.

12.2. If the Services to be performed by AES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of AES, the schedule of work and the date for completion will be adjusted accordingly. AES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

13.2. Governing Law and Jurisdiction. This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND AES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

13.3. Construction / Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

13.4. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

13.5. Severability. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13.6. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

13.7. Attorneys' Fees. In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

13.8. Successors and Assignees. This Agreement will be binding on AES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by AES to an affiliate controlled by or under the common control of AES, Client's consent will not be unreasonably withheld. Nothing in this section will prevent AES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.

13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13.10. Survival. All obligations of Client regarding amounts owed to AES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.

13.12. Counterparts / Signatures. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A
INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Trisha Stark PHONE (A/C, No, Ext): 608.288.2805 FAX (A/C, No): 608.273.1725 E-MAIL ADDRESS: trisha.stark@m3ins.com PRODUCER CUSTOMER ID #: APPLE-1
INSURED Applied Ecological Services Inc 17921 West Smith Road Brodhead WI 53520-9355	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Zurich American Insurance Co. 16535 INSURER B: American Guarantee & Liability 26247 INSURER C: ADMIRAL INS CO 24856 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1295107071** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLO-0111561-01	3/1/2016	3/1/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			BAP0111558-01	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
B	X UMBRELLA LIAB X OCCUR			AUC0111662-01	3/1/2016	3/1/2017	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DEDUCTIBLE							$
	X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC-0111572-01	3/1/2016	3/1/2017	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) X N/A						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Prof'l / Pollution Liab			PEI-ECC-13591-03	12/1/2015	12/1/2016	Limit Deductible	5,000,000 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Sample * * * *	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Trisha Stark

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II

R. O. No. ____ - 15 - 16. By CITY PLAN COMMISSION. April 18, 2016.

Your Commission to whom was referred Res. No. 174-15-16 by Alderperson Belanger adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 12, 2016, and after due consideration, recommends approval of the Resolution.

Concur

_____

III

6.11

Res. No. 174 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan.

WHEREAS, the City of Sheboygan, County of Sheboygan, State of Wisconsin, has requested the development of the City's Comprehensive Outdoor Recreation Plan, and

WHEREAS, the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 provides an assessment of the recreation facilities and needs in the City, and

WHEREAS, adoption of the plan is a requirement for the City of Sheboygan to become eligible, and remain eligible for five years, for certain recreation grant programs administered through the Wisconsin Department of Natural Resources and other state/federal agencies.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves and adopts the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 as the approved outdoor recreation plan for the City of Sheboygan.

Pub Wks, Parks Bd & Marina, Parks Director, City Plan

approve

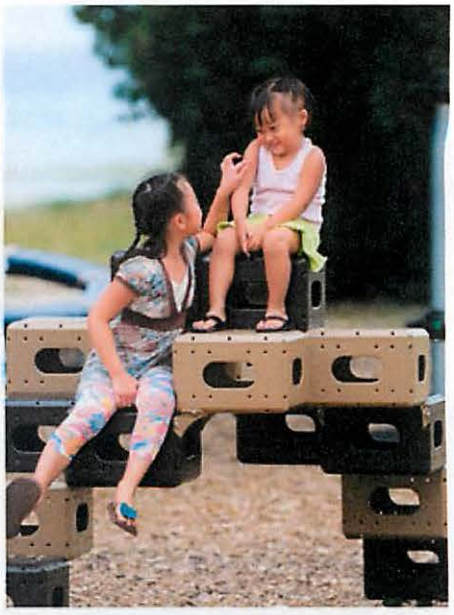
_____

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

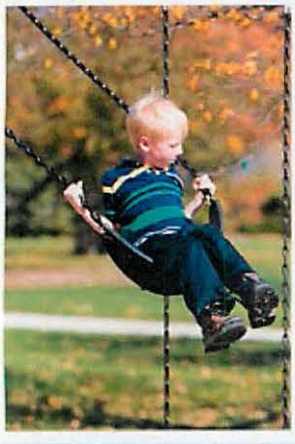
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

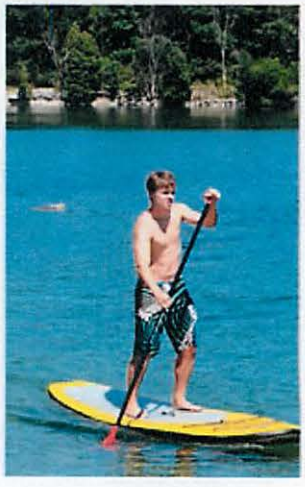
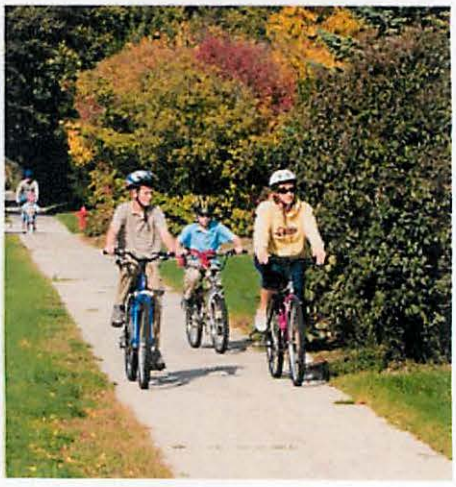


City of Sheboygan
Comprehensive Outdoor Recreation Plan
2016-2020





CITY OF SHEBOYGAN
COMPREHENSIVE OUTDOOR RECREATION PLAN

Mayor Michael Vandersteen
Chief Administrative Officer James Amodeo

Common Council

Alderperson John Belanger	Alderperson Todd Wolf
Alderperson Roman Draughon	Vacant
Alderpreson Rosemarie Trester	Alderperson Mike Damrow
Alderperson Billy Thiel	Alderperson Julie Kath
Alderperson Mark Hermann	Alderperson Bryan Bitters
Alderperson Don Hammond	Alderperson Susan Lessard
Alderperson Joseph Heidemann	Alderperson Jim Bohren

Board of Marina, Park & Forestry Commissioners

Alderperson John Belanger	Gerald Jones
Jody Brooks	Charlie Conrardy
Dennis Wield	Marge Mattern
Michael Froh	Roger Lahm
Sarah Schwefel	Joe Kerlin
Chris Marx*	Sgt. Ryan Schmitt*
David Biebel*	

*Non-voting members

Prepared By:

Joe Kerlin –Superintendent of Parks & Forestry
Janet M Duellman –Community Development Planner

Support Staff

David Biebel –Director of Public Works
Brian Meulbroek –Parks Leadman
Ryan Sazama –City Engineer
Tom Horness –Senior Engineer Aide/ CAD Operator
Chad Pelishek –Director of Planning & Development
Wendy Gorges –Public Works Confidential Administrative Assistant
John Koehler – Director of SASD Community Recreation Department
Aaron Brault –Sheboygan County Director of Planning & Conservation
Emily Vetting –Sheboygan County Associate Planner

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SECTION 1: INTRODUCTION

1.1 Purpose and Scope

Park and recreational planning has become an essential part of comprehensive community planning. Parks, recreation and leisure time facilities are provided by various public, quasi-public and private agencies and companies for use during people's leisure time. Emphasis on physical fitness and the need to find relief from the pace of life in urbanizing communities have underscored the need for expanded recreational facilities. As a community grows, parks function as the focal point for community aesthetics. They also serve as important habitats for urban wildlife and as laboratories for environmental and conservation education.

Recreational preferences may vary from individual to individual; however, recreation occupies a necessary and significant place in every person's life. It includes both mental and physical exercise, personal and interpersonal experience, and self-provided and socially observed entertainment. Recreation will be viewed in this report as including recreational activities conducted outdoors.

This report views outdoor park and recreation facilities as part of a system serving diverse functions for all members of the community. A park is not a single-use facility serving only limited groups in the community. Rather, it provides diverse outdoor recreational opportunities for all ages and all social groups. In viewing the parks as part of a system, issues such as access, neighborhood aesthetics and multiple uses of environmental resources are elements of park planning.

The primary purpose of the Outdoor Recreation Plan for the City of Sheboygan is to guide the preservation, acquisition, and development of land for park, recreation, and related open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resources base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities.



1.2 Executive Summary

The City of Sheboygan intends to continue its tradition of providing top-quality, outdoor recreational opportunities for its residents. As the City and neighboring areas continue to grow, the demand on existing programs, facilities and park areas are anticipated to grow proportionally. In addition, these growth pressures will create additional land use demands that could encroach upon isolated natural areas without adequate planning and preservation efforts.

In short, this plan emphasizes the following:

- Expansion, enhancement and development of existing parks, parks facilities and open spaces.
- Preservation and improved access to the rivers and lake shoreline of Sheboygan.
- Development and preservation of natural corridors and parkways.
- Continued development of City's system of trails and sidewalks to connect natural areas and recreational opportunities within the city.



1.3 History of Sheboygan Parks

Excerpts from "*A Brief History of the Evolution of the City of Sheboygan Parks*" by Mary R. LeMahieu, City of Sheboygan, Planning & Development Commission

Over the years, the City of Sheboygan has developed a reputation for being a city of family oriented, community-minded people. This is clearly reflected in the evolution of Sheboygan's park from as early as 1836 when the Original Plat of Sheboygan was drawn and two parcels of land were set aside as public squares. Over the years, as the population and the area size of the City expanded, so did the number of parks and publicly-owned lands to the city-wide system of parks which exists today.

The two public squares of the Original Plat are known today as Fountain Park and Sheridan Park. Overtime, individual citizens contributed money toward this pursuit, and in 1912, A.D. Deland and Mary Deland, his wife, donated 12 city lots of lakefront lands to be used for public park purposes. Thus, Sheboygan realized the tangible beginnings of Deland Park.

Other donations of lands for public park purposes included the land for End Park by George End and Anna Marie End, his wife, in 1899 and 1904; the land for Cole Park (originally known as Children's Park) by George C. Cole and Anna M. Cole, his wife, in 1908; the land for Vollrath Park by the heirs of the late Jacob J. Vollrath (founder of the Vollrath Company) and Elizabeth Vollrath, his wife, donated in 1917.

More recent contributions of land to the city of public park purposes by individual citizens include the 1969 donation of land for Charles Voight Park, the 1969 donation of land and funding for the development of Grace Park, the 1974 donation of land and buildings of the Elwood H. May property, and the 1979 donation of the land for the Creekside Conservancy Area. Also in 2006 and 2007, land additions were gifted to expand the Maywood program via building additions and land. Art and Carol Butzen's farm was donated by Carol in 2014 for use of a park.

Some of the parks which have been developed or upgraded by community service organizations with family and community betterment in mind are Kiwanis Park, for which the initial donation of land was made to the city in 1924 by the Kiwanis Club; Indian Mound Park, the preservation of which was made possible largely through the efforts of Sheboygan Area Garden Clubs; sponsored by the Town and Country Garden Club and presented to the City in 1960; Jaycee Park (the Old Sheboygan Quarry Property) which was upgraded and redeveloped by the Sheboygan Jaycees during the 1960s and 1970s; Fountain Park, with its Bicentennial Fountain for which funds have been raised by a number of community service organizations; the Wildwood Recreation Area also known as Wildwood Athletic Park.

Local service organizations continue to play an active role in the acquisition and development of the park system. In 1987, the Sheboygan Rotary Club was instrumental in the development of Rotary Park along the Riverfront and the Optimist Clubs of Sheboygan purchased land on the south side for Optimist Park.

In the 1990's, land was acquired along the riverfront north of Pennsylvania Bridge and some was set aside for the present Workers Water Street Park and the future park development.

The complete report of the "Historical Development of City of Sheboygan Parks", August 1980, contains a brief history of each Sheboygan park site and is on file in the City of Sheboygan Planning Department.

Since 1932, when the Community Recreation Department (formerly known as the Department of Public Recreation) was officially placed under the jurisdiction of the Board of Education, the department has provided residents of all ages with programs and facilities that help meet the leisure time needs of the community.

Guided by the Board of Education Statement of Purpose, which in part states that "the district should provide activities for leisure and lifelong learning", the Recreation Department strives to provide individuals with opportunities to continue to seek wholesome recreation experiences throughout their lives.

Every attempt is made to provide people of all interests with some form of recreational activity, whether that activity is sponsored independently by the Community Recreation Department of through on of the many co-sponsored or affiliated groups that make use of school facilities. The cooperative approach to programming goes a long way in meeting the community needs.

The Community Recreation Department maintains all soccer, baseball, and softball facilities on school property, and marks the football and soccer fields for the recreation programs in the city parks. In cooperation with the school administration, maintenance staff and Park Department staff both indoor and outdoor facilities are prepared and available to all residents.

Citizen's use of school facilities is a reality in Sheboygan. Through the combination of school and park facilities, a maximum utilization of community resources is gained for the benefit of the entire community.

1.4 The Comprehensive Outdoor Recreation Plan Goals and Objectives

The initial task in preparing any type of planning document includes the formulation of a series of goals and objectives that outline the City's intent throughout the planning process. These goals and objectives will serve as a guide for the City to follow in providing a desirable community-wide park and recreation system.

Definitions:

Mission Statement: The overall purpose of the park system and reason for the recreation provision.

Goal: A broad statement of direction and purpose. A goal should be based on the stated needs of the community. A goal should be long-range and timeless as well as idealistic.

Objective: Defined as a quantifiable aim within a limited time frame. Objectives should be derived from state goals, quantifiable, specific and within a limited time frame.

A goal provides the City with its long-term destination; objectives act as mile markers along the way. All recommendations listed in the plan are specifically designed to address the goals and objectives listed here.

Example of a Goal and Objective:

Goal: Ensure open space and recreation activities and programs are designed to meet the special needs of all residents.

Objective: Convert all existing restrooms in the parks to accessible restrooms by the year 2020.

City of Sheboygan Park and Forestry Department Mission Statement: *The City of Sheboygan Parks and Forestry Division's mission is to provide the City of Sheboygan with quality of life enhanced by providing parks, open space and recreational facilities for all age groups and interests.*

City of Sheboygan Park and Forestry Goals and Objectives

Goal: Maintain an adequate amount of active and passive recreational lands to meet current and future recreational needs.

Objectives:

- Acquire additional lands for active and passive recreational use based on current demands, demands created by increasing populations and environmental significance of the land.
- Continue to acquire land to provide trails and greenway connections through out Sheboygan.
- Acquire 10.5 acres of land suitable for active recreation for every 1,000 residents.
- Acquire lands suitable for park and recreation use by explicitly stating acceptable characteristics of land in the parkland dedication ordinance.

Goal: Ensure that open space, recreation facilities and programs are designed to meet the special needs of all residents.

Objectives:

- Provide for barrier-free access in all new park facility construction and play areas.
- Achieve compliance with accessibility requirements in existing facilities by 2020.
- Encourage participation of senior and disabled citizens at park and recreational meetings and in recreational programs.
- Comply with the Americans with Disabilities Act as it applies to communication between the Parks and Recreation Department and the public.

Goal: Coordinate subdivision review with all departments responsible for providing or maintaining adequate park facilities.

Objectives:

- Consult and incorporate the needs identified in the Comprehensive Park, Recreation and Open Space Master Plan before subdivision plats are approved.
- Evaluate land dedicated for parks to differentiate between land appropriate for active park use, land appropriate for open space only, and land requiring protection from development. Land requiring protection form development should be protected via the zoning ordinance.
- Continually evaluate and update the subdivision ordinance so that it adequately addresses the recreational needs of City residents.

Goal: Coordinate development efforts and the use and maintenance of recreational facilities between the City of Sheboygan, the City of Sheboygan School District, and appropriate recreation associations.

Objectives:

- Continue cooperative City/School/Sport Association development projects to help improve and expand recreational opportunities throughout the community in a cost-effective manner.
- Develop formal use/revenue/maintenance agreements between the City, school district, and public recreation associations to help operate and maintain public recreation facilities in the City.

Goal: Stress the benefits of larger neighborhood and community parks that provide a wide range of facilities over the development of small playground and tot-lot facilities.

Objectives:

- Analyze the location, size and function of existing and proposed parks as annexations, residential development or land use changes occur.
- Use park service area criteria to help determine the location of future park sites.

Goal: Provide residents with safe and reliable recreation equipment throughout the City park system.

Objectives:

- Continue funding the replacement of old and deteriorating recreation equipment at all City parks.
- Continually monitor and maintain existing park equipment to ensure its longevity and safety.

Goal: Use all available resources to further enhance the quality of the City's park system.

Objectives:

- Continually pursue state and federal funding programs, which can aid in the purchase and/or development of desired park system improvements.
- Nurture the existing positive relationships with public and private organizations for donations and volunteer help to aid in park system development.
- Update the City's Comprehensive Outdoor Recreation Plan every 5 years to maintain grant eligibility.

- Pursue the development of revenue generating recreational facilities and activities, which can aid in the development of new facilities and/or the maintenance of existing facilities.

Goal: Recognize the importance of an adequate park budget, which can financially address existing park hazards and allow for future parkland acquisition and facility development.

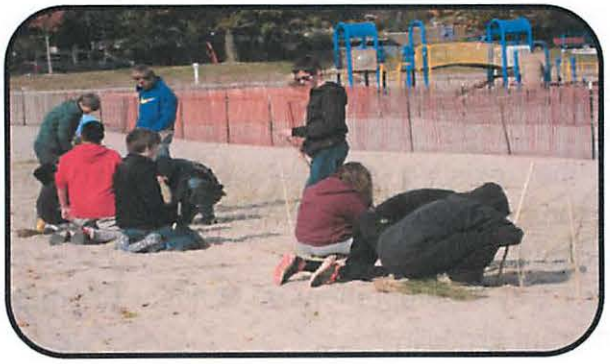
Objectives:

- Use the Comprehensive Outdoor Recreation Plan's Capital Improvements Program as a guide to establish yearly park budgets.
- Invest funds for the development of facilities that will maximize existing park and recreation areas and provide exciting recreational programs, with the intention of increasing park use.

Goal: Recognize that the public lands owned and managed by the City present an opportunity for the City to practice good environmental management and demonstrate sustainable land management practices. Of particular importance is the management of river and lakefront resources.

Objectives:

- Maintain Sheboygan's status as a TREE CITY USA.
- Follow the City's tree and EAB Management Plan to provide a healthy urban forest.
- Focus maintenance efforts on invasive species such as phragmites (Common Reed Grass).
- Work with Public Works to have the parks serve as storm water management tools while not compromising the recreational opportunities offered by the parks.
- Practice excellent erosion prevention along the river and lake shorelines to protect the park land and serve as demonstrations for other shoreland owners.



1.5 Community Recreation Department Goals and Objective

The Sheboygan Area School District, with other community agencies, shares in the responsibility of promoting and developing the general physical, mental, and emotional well-being of the citizenry and in the responsibility for the formation of community attitudes towards leisure time activities.

To this end of Sheboygan Area School District has created the Community Recreation Department whose purpose is to serve as a catalyst in the development, initiation, coordination and the support for a variety of leisure time activities and facilities for residents of all ages. To fulfill this purpose the Community Recreation Department established the following goals:

Mission Statement

In the interest of lifelong enrichment, the Sheboygan Area School District Community Recreation Department serves and supports the community through development, initiation, coordination, and support of a variety of recreational activities and facilities for people of all ages.

Vision Statement

Celebrating the past, embracing the present, and planning for the future through diversity and excellence.

Goals

- Address expanding programs by determining who is supposed to offer what programs and services with special attention to staffing challenges and funding.
- Improve cooperation between SASD and CRD in scheduling, coordinating, supervising and maintaining facilities.
- Seek financial support using non-tax-based revenue sources.
- Continue program and departmental marketing efforts with special attention given to improving internal and external public relations and education regarding the role of the department.
- In cooperation with the SASD and City of Sheboygan Park Department, implement green space and facility expansion recommendations as outlined by previous SASD, CRD, and City of Sheboygan plans with emphasis on provisions for facility maintenance.
- Adjust current programs and develop new programs to meet the future needs of the public.
- Develop and implement a department-wide equipment replacement plan and budget (including the fitness facilities).

1.6 Inventory of Existing Parks, Classifications and Descriptions

Neighborhood Parks:

- Charles Voight Park 2.86 acres
  This park is located in the north central corner of Sheboygan and offers a small playground.

- Cleveland Park 4.41 acres
  This park is located on the north side of Sheboygan and has new playground equipment, a new rentable shelter building, restroom, basketball courts, and open space.

- Cole Park 2.5 acres
  This park has playground equipment, a paved trail with lights through the park, open space and a small non-rentable shelter.

- End Park 3.47 acres
  This park has a rentable park shelter, restroom, playground equipment, open space and a splash pad.

- Franklin Park 1.4 acres
  This small park is located on the south side of Sheboygan and offers playground equipment, basketball hoop and open space.

- Grace Park 1.13 acres
  This small park is located on the northwest side of Sheboygan and offers playground equipment.

- General King Park 6.5 acres
  This lakefront park is located on the shores of Lake Michigan. It offers a beach, playground equipment, an enclosed rentable shelter, restroom, and picnic area.

- Moose Park 3.9 acres
  This long narrow park stretches between Indiana Avenue on the north and Georgia Avenue on the south. It has tennis courts, playground equipment, and open space.

- Northeast Park 12.0 acres
  This lake shore park has trees, open space, soccer goals and park benches as well as access to the lake front.

- Optimist Park 5.0 acres
  This park is located north of Carmen Ave and west of South 18th Street. There is a rentable shelter, restrooms, playground equipment, and a youth baseball and soccer field.

- Riverside 5.67 acres
  This park is on the east side of the river on N. Water St. It offers a Riverwalk, half basketball court, benches, sand volleyball court, and playground equipment.

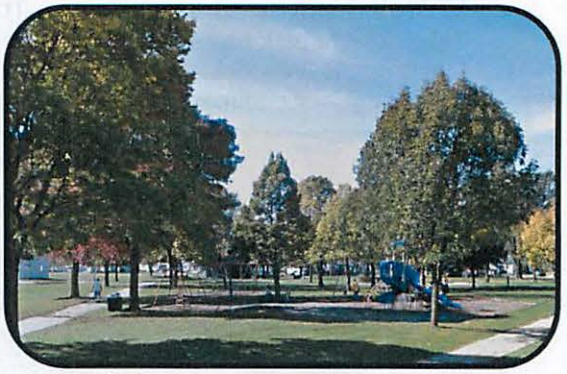
- Roosevelt Park 9.47 acres
  Roosevelt Park has a rentable enclosed shelter, restroom, playground equipment, basketball court, tennis courts and two softball fields.

- Sheridan Park 2.62 acres
  This midtown park has playground equipment, rentable shelter, splash pad, restrooms, and park lights.

- Veteran's Park 7.45 acres
  This park offers a rentable shelter, restroom, playground equipment, tennis courts, basketball hoop, two softball fields and open space.

- Worker's Water Street Park 2.81 acres
  Worker's Water Street Park is located along the Sheboygan River on Water Street. On hot days, families with young children enjoy the splash pad and cool off. The Urban Bike Trail also passes through the park. In addition, restroom facilities, picnic tables and play equipment are available.


Franklin Park


End Park

Community Parks:

- Deland Park 23.21 acres
  Centrally located on the shores of Lake Michigan; Deland Park is in the heart of the Harbor Centre district. The park includes picnic area, playgrounds, tennis courts, a pier and beach; festival grounds and parking. The marina includes boat storage and launches. The Lakefront Trail can be accessed from here.

  Deland also offers three shelters that can be rented by the public for private events. Two are enclosed shelters known as Deland Community Center (901 Broughton Dr) and the Deland Home (1107 N. 4th Street) and the third one is known as Richardson Shelter which is an open shelter.

- Evergreen Park 98.2 acres
  Evergreen Park gets its distinct character from the many acres of white pine trees towering over 100 feet tall. The tree canopy and cool shade make this a perfect location for a picnic. Playgrounds equipment, open space, picnic areas, five rentable shelters with restrooms also add to the appeal of Evergreen Park. Mountain bike, hiking, and lighted cross-country ski trails traverse the park and connect with the area trails at Maywood, Jaycee and Pigeon River Corridor.

  Evergreen Park is also home to Making Spirits Bright, Sheboygan's Christmas lights show.

- Jaycee Quarry Park 38.29 acres
  Located on Sheboygan's northwest side, Jaycee (Quarry) Park is home to a spring-fed swimming area on the site of a former limestone quarry. In the summer, the Quarry Beach Adventure Park offers outdoor waterpark activities for families. In addition, the park provides picnic areas including a shelter, playground equipment, 18 hole disc golf course, hiking trails, and fishing opportunities.

  Jaycees also offers the Quarryview Center, which can be rented from September 1 to May 31 of each year.

- Kiwanis Park 30.5 acres
  Home to Sheboygan's Brat Day and other summer festivals. The park offers fishing, one baseball diamond and two softball fields, playground equipment, basketball court, archery range, picnic areas, two rentable open shelters (Area 8) and an enclosed rentable shelter along with restrooms.

- Lakeview Park 18.6 acres
  This lakeside park offers playground equipment, beach dog run, a rentable shelter and restrooms with a view of Lake Michigan.

- Vollrath Park 16.13 acres
  This lakeside park has a rentable shelter and restrooms, playground equipment, basketball court, tennis courts, Wisconsin's oldest disc-golf course and picnic area. Vollrath Bowl is the location of the annual joint commencement ceremonies for North and South High Schools.


Kiwanis Park


Deland Park

Conservancy Parks:

- Arrowhead Park 1.0 acre
  This one acre parcel is densely wooded and it has no park facilities. It is located off of end of Rammer Circle just north of Horace Mann Middle School.

- Bur Oak 35.0 acres
  This wooded park is located west of Maywood with a conservation easement through Glacial Lakes Conservancy. The Park will be governed by Maywood and used mainly for outdoor education.

- Creekside Park 7.47 acres
  This is a conservancy park made up mostly of wet/low areas.

- Manor Heights 11.6 acres
  Situated on the north bank of Pigeon River, Manor Heights is an unimproved conservancy area.

- Elwood H May Environmental Park (Maywood) 139.75 acres
  This conservancy park is made up of forest, ponds, an arboretum, wetlands, prairie, river way, Maywood Environmental Center, and three nature trails (woodlands, wetlands, and prairie). The trails function as cross-country ski trails in the winter.

- Julson Park 2.15 acres
  This small park is located on the north shore of the Sheboygan River. It has a picnic table and is mostly maintained by the manufacturing plant located adjacent to the park.


Maywood Environmental Park


Manor Heights

Special Use Parks:

- Butzen Property 56.79 acres
  This property was owned by Art and Carol Butzen and was donated to the City of Sheboygan in 2014. The plans for this park include: youth soccer fields, football fields, walking paths, shelters, concession areas, and playground equipment.

- Fountain Park 2.62 acres
  This downtown park hosts the farmer's market and concerts throughout the summer. It also contains war memorials and a bi-centennial water fountain that offer an historical perspective.

- Indian Mound Park 15.48 acres
  This park is home to 18 animal and free-form effigy burial mounds. Builders were nomadic Native Americans living between 500 and 1000 AD. A walking path complete with self-guided tours provides easy viewing. The park also has a boardwalk nature trail through the wetlands that demonstrates foliage of northern hardwood province.

- North Point 20.8 acres
  This long linear park encompasses the lake shore from Lincoln Avenue to the north end of Deland Park. It offers views of the lake, benches and walking opportunities.

- North Point Overlook 2.0 acres
  This park overlooks Lake Michigan and is connected to North Point by shared use pathways.

- Rotary Riverview 2.0 acres
  This park fronts the river on the north side lying just south of Pennsylvania Avenue. It offers a Riverwalk, picnic area, a small shelter, restrooms, and views of the river and harbor.

- Southshore Park 4.0 acres
  This lake shore park extends from High Avenue on the north to Ashland Avenue on the south and offers swimming, walking, sun bathing and is a popular area for kitesurfing.

- Wildwood Athletic Complex 12.06 acres
  This softball complex has 3 softball fields and hosts all the Sheboygan softball league play. The park has numerous support facilities such as concession stands, restrooms, shelters, playground equipment and picnic tables.

- Wildwood Baseball 5.2 acres
  The baseball diamond is located across New Jersey Avenue from the softball park and has its own concession stand and restrooms. This is the home of the Sheboygan A's baseball team.



Fountain Park



Southshore Park

Table 1.1: Sheboygan Park System Existing Facilities

				Passive Areas								Trails			Informal Active Games					Hard Surfaced Courts			Seasonal					Other			
Designation	Acreage	Facility	Undeveloped	Beach/Riverfront	Disc Golf	Play Equipment	Picnic Shelter (For Rent)	Picnic Area	Open Space	Enclosed Park Shelter	Biking/walking	Hiking Trails	Mountain Biking Trails	Soccer	Softball	Baseball	Football	Sand Volleyball	Basketball	Tennis	Skateboard Area	Swimming	Splash Pad	X-Country ski/snowshoe	Fishing Area	Boat Access	Dog Friendly	Restrooms	Porta Potties	Parking Areas
NP	4.41	Cleveland				X	X	X	X										X									X		
NP	2.5	Cole				X		X	X																				X	
NP	3.47	End				X	X	X	X														X					X		
NP	1.4	Franklin				X		X	X										X											
NP	1.13	Grace				X		X	X																					
NP	6.5	King		X		X		X	X	X								X				X						X		
NP	3.9	Moose				X		X	X										X	X										X
NP	12	Northeast		X					X					X																
NP	5	Optimist				X	X	X	X					X														X		
NP	5.67	Riverside		X		X		X	X									X	X											
NP	9.47	Roosevelt				X		X	X	X					X	X			X	X									X	
NP	2.62	Sheridan				X	X	X											X										X	
NP	7.45	Veteran's				X	X	X	X						X	X			X	X									X	X
NP	2.86	Voight				X		X	X																					
SP	2.81	Workers' Water Street		X		X		X	X		X												X		X			X		
CP	23.21	Deland		X		X	X	X	X	X	X							X		X		X			X	X		X		X
CP	98.02	Evergreen		X		X	X	X	X		X	X	X	X										X	X			X		X
CP	38.29	Jaycee Quarry		X	X	X		X		X	X	X	X									X		X	X				X	X
CP	30.5	Kiwanis		X		X	X	X	X	X	X				X	X	X		X						X			X		X
CP	18.6	Lake View		X		X	X	X	X													X			X		X	X		X
CP	9	South Pier		X				X			X											X			X			X		X
CP	16.13	Vollrath		X	X	X	X	X	X		X								X	X								X		
CONS	1	Arrowhead	X																											
CONS	7.47	Creekside	X																											
CONS	2.15	Julson		X																					X					
CONS	11.6	Manor Heights	X																											
CONS	153.09	Maywood									X													X	X			X	X	
CONS	113.25	Pigeon River Parkway		X							X	X															X			X
SP	0.58	8th Street Boat Landing		X							X														X	X				X
SP	56.79	Butzen	X																											
SP	3.8	Camelot Dog Run							X																		X			
SP	14.99	Dog Park																									X		X	
SP	2.62	Fountain						X																				X		
SP	15.48	Indian Mound										X																		X
SP	20.8	North Point		X				X	X		X																			X
SP	2	North Point Overlook		X				X			X																			
SP	2	Rotary Riverview		X				X	X													X						X		
SP	4	Southshore		X																		X								
SP	12.06	Wildwood Athletic				X									X													X		X
SP	5.2	Wildwood Baseball						X								X												X		X

NP: Neighborhood Park
CP: Community Park
SP: Special Use Park
CONS: Conservancy Area

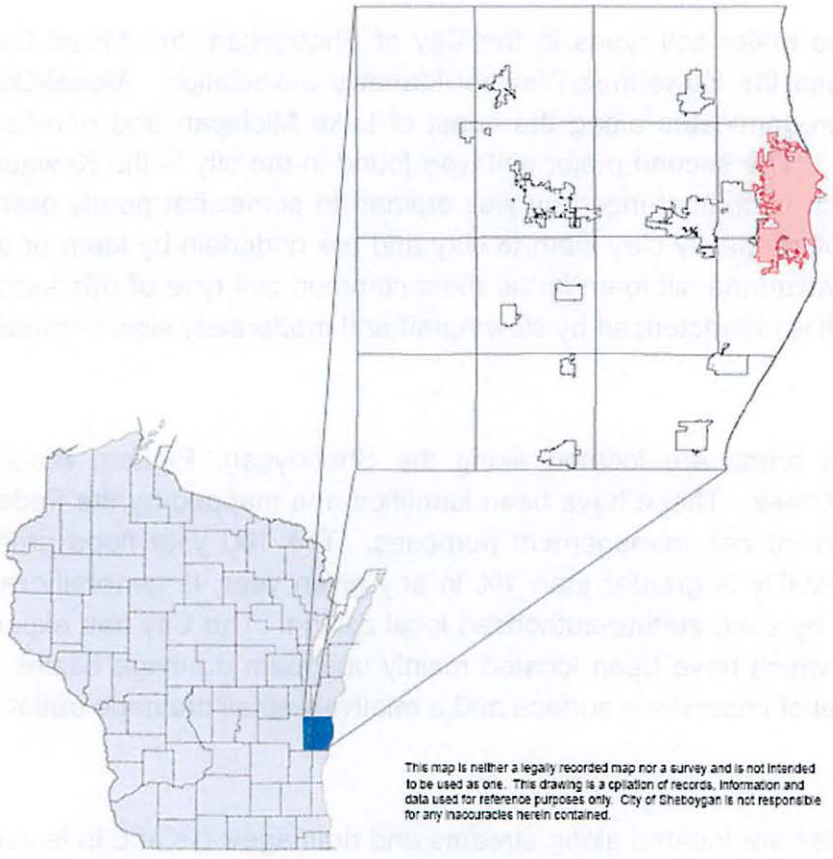
Table 1.2 Sheboygan Area School District Facilities

Facility	Play Equipment	Soccer	Sandlot backstop	Softball	Baseball	Softball/baseball	Football	Sand Volleyball	Basketball	Tennis	Restrooms	Drinking Water	Parking Areas	Picnic Area
Cleveland Elementary	1	1							X		X		X	
Cooper Elementary	1	2				1			X		X		X	
Early Learning Center	1										X		X	
Grant Elementary	1	1	1						X		X		X	
Jackson Elementary	1	1	1						X		X		X	
Jefferson Elementary	1								X		X		X	
Lincoln Erdman Elementary	1	1	1						X		X		X	
Longfellow Elementary	1					1			X		X		X	
James Madison Elementary	1		1						X		X		X	
Pigeon River Elementary/PRRC	1	3	1						X		X		X	
Sheridan Elementary	1								X		X		X	
Washington Elementary	1	1				2			X		X		X	
Wilson Elementary	1	3				2			X		X		X	
Farnsworth Middle School						1			X		X		X	
Horace Mann Athletic Complex		9	1		2	1		2	X	3	X	X	X	X
Urban Middle School			1						X				X	
North High School			1	2			3			8	X		X	
South High School			1	1	1		3			9	X		X	
Field of Dreams	1	7			2	1					X	X	X	
Kuehne Court	1					1			X	2	X		X	

SECTION 2: COMMUNITY PROFILE

2.1 Physical Characteristics

The City of Sheboygan is located in the east-central portion of Sheboygan County, on the shore of Lake Michigan, approximately 52 miles north of Milwaukee and 62 mile southeast of Green Bay. The City covers about 14 square miles and 8 miles of Lake Michigan Shoreline.



Landscape and Topography

The area generally rises slowly from east to west, from 580 feet above sea level along the coastline of Lake Michigan, to just over 700 feet above sea level in western portions of the City. The topography is predominantly level to gently sloping (slopes less than 6%), with only isolated areas of steeper slopes. The City's geology is marked by glacial deposits underlain by Niagara dolomite limestone. The most dramatic topography is associated with waterways and the Lake Michigan shoreline bluffs.

Waterways

The Sheboygan River (central), Pigeon River (north), Black River (far south) and Fisherman's Creek (south) are the primary streams within the City and compose a valuable part of the city's natural resource base. All mentioned river meanders through the City of Sheboygan before draining into Lake Michigan which forms the eastern boundary of the City.

Soils

There are two major soil types in the City of Sheboygan: the Mosel-Oakville-Hebron association and the Kewaunee-Waymor-Manawa association. Mosel-Oakville-Hebron association predominates along the coast of Lake Michigan and one-half mile to two miles inland. The second major soil type found in the city is the Kewaunee-Waymor-Manawa which is characterized by well drained to somewhat poorly drained soils that have a subsoil of mainly clay loam to clay and are underlain by loam or silty clay loam glacial till. Kewaunee silt loam is the most common soil type of this association in the City. This soil is characterized by slow runoff and moderately slow permeability.

Floodplains

Flood hazard areas are located along the Sheboygan, Pigeon, Black Rivers, and Fisherman's Creek. These have been identified and mapped by the Federal Insurance Administration for risk management purposes. The 100 year flood areas, where the flooding probability is greater than 1% in any given year, is generally restricted to no development by state statute-authorized local zoning. The City has experienced major flood events which have been located mainly upstream drainage basins characterized by a high level of impervious surface and a relatively small drainage outlet.

Wetlands

Wetlands areas are located along streams and drainageways and in isolated low spots. These wetlands have been identified and mapped by the Army Corps of Engineers and the Wisconsin Department of Natural Resources. These areas are important for aquifer recharge, groundwater and surface water quality improvement, and wildlife habitat. Most wetlands within the City are located along the Sheboygan River, Pigeon River, and Black River corridors.

Environmental Corridors

Environmental Corridors are continuous systems of open space that include environmentally sensitive lands, floodplain, wetlands, natural resources requiring protection from disturbance and development, and land specifically designated for open

space or recreational use. Within the City, environmental corridors are primarily located adjacent to the Sheboygan and Pigeon Rivers, traversing east-west through the City.







2.2 Social Characteristics

This section will provide information in regards to the population trends along with race, age, households, and commuting habits. The 2010 Census showed that there were 49,288 people, 20,308 households, and 12,219 families residing in the city. All the data compiled in this section was from the following websites unless otherwise noted:

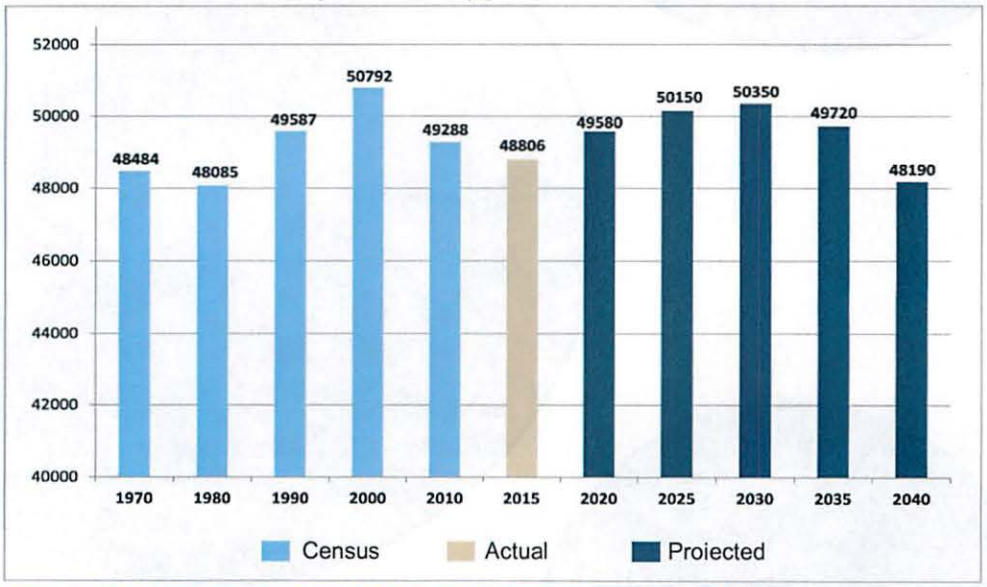
US Census Bureau, 2010 Census of Population and
Housing: http://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml OR
US Census Bureau, American Fact Finder 2010-2014 5-year Estimates
http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF

Population Trends

The City of Sheboygan's population has fluctuated over past 50 years as shown in the table below. After a several decades (1980-2000) of an increase, the population has declined and the future projections mimic that same pattern as the past of an increase in population than a decrease in population. This may be due to Sheboygan's manufacturing job and how the market dictates the needs for these jobs.

Table 2.1: Historic and Projected Total Population

City of Sheboygan, 1970 -2040



http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/projections
http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/estimates

Race

The racial makeup of Sheboygan's can be seen in table below.

Table 2.2: Racial Makeup

City of Sheboygan, 2010

Race	Count	Percentages
Non-Hispanic or Latino		
White alone	38,108	77.3
Black or African American alone	832	1.7
American Indian and Alaska Native alone	209	0.4
Asian alone	4,412	9
Native Hawaiian and Other Pacific Islander alone	6	0
Some other race alone	31	0.1
Two or More Races	824	1.7
Hispanic or Latino		
Mexican	4,111	8.3
Puerto Rican	220	0.4
Cuban	38	0.1
Other Hispanic or Latino	497	1
Total Population (2010)	49,288	100%

Age Distribution

Of the 49,288 people in Sheboygan, 13,712 (27.8%) are under the age of 19. The age group between 5 and 19 which is 20.3% (10,021) of the population and is often considered the active recreation years including youth organized sports such as soccer, baseball, and football.

Those ages 25 to 44 account for 33.4% of the city's population, while individuals ages 45 to 64 comprise of 24.8% and over 65 is 13.9% of the population. For individuals between the ages of 25 and 64, improved health and fitness has become a trend meaning they are more willing to travel and participate in a diverse range of recreational activities. The City of Sheboygan median age is 36.2 years and the gender makeup is 49.5% male and 50.5% female.

Table 2.3: Age and Sex Distribution

City of Sheboygan, 2010

Age	Total	%	Male	Female
under 5	3691	7.5%	1858	1833
5 -9	3369	6.8%	1763	1606
10 -14	3304	6.7%	1694	1610
15 -19	3348	6.8%	1710	1638
20 -24	3061	6.2%	1529	1532
25 -34	7139	14.5%	3641	3498
35 -44	6281	12.7%	3305	2976
45 -54	6924	14.0%	3546	3378
55 -59	2925	5.9%	1420	1505
60 -64	2373	4.8%	1158	1215
65 -74	3160	6.4%	1400	1760
75 & over	3713	7.5%	1390	2323

Household Breakdown

There were 20,308 households of which 30.7% had children under the age of 18 living with them, 43.4% were married couples living together, 11.7% had a female householder with no husband present, 5.1% had a male householder with no wife present, and 39.8% were non-families. Of all households 33.4% were made up of individuals alone and 12.1% had someone living alone who was 65 years of age or older. The average household size was 2.38 and the average family size was 3.06.

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, the median household income in the city was $43,107 and about 11.2% of families and 14.8% of the population were below the poverty line, including 23.5% of those under age 18 and 7.3% of those 65 years of age or older.

Commuting to Work

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, there were 23,755 workers 16 years of age or older with a mean travel time to work of 16.7 minutes. Below is a table that breaks down how they commuted to work.

Table 2.4: Commuting to Work
City of Sheboygan, 2010-2014

	Workers	%
Car, Truck, or Van -alone	19,935	83.9%
Car, Truck, or Van -carpooled	2,254	9.5%
Public Transportation (excluding taxicab)	198	0.8%
Walked	573	2.4%
Other means	373	1.6%
Worked at home	422	1.8%
Total	**23,755**	**100.0%**



SECTION 3: ANALYSIS OF THE SHEBOYGAN PARK AND OPEN SPACE SYSTEM

3.1 Introduction

The number and type of parks and recreation facilities needed within a community are dependent on the demands of the local residents. Identifying the recreational needs and wants of community residents provides the justification for funding the acquisition and development of new facilities as well as the maintenance of existing recreational facilities. Below are the generally accepted methods of determining recreation needs:

- A classification of existing parkland and a comparison to national acreage standards
- Comparison to regional quantitative studies –the Statewide Comprehensive Outdoor Recreation Plan and the Sheboygan County Comprehensive Outdoor Recreation Plan
- Soliciting public input and discerning local recreational facility needs.

It is important to use all of the above mentioned methods in determining the need for additional parks and/or recreational facilities in the City of Sheboygan. Each method focuses on one specific element of providing suitable parks and open space and types of facilities. Taken individually, they do not provide an accurate representation of community-wide recreation needs. However, used as a group, recreation needs and wants can be aggregated and identified and additional parks and recreation facilities can be justified.



3.2 Parkland Analysis

A parkland classification system is a useful tool to determine if an existing park system serves the needs of a community. Total acreage alone does not guarantee that the community's park needs are being met. A community should have a number of different types of parks to serve the various needs of the residents.

Mini-Park/Pocket Park

General Description: These parks offer specialized facilities that serve a centralized or concentrated or specific group such as young children of senior citizens.

Service Area: Less than ¼ mile in residential areas

Desirable Size: 1 acre or less

Areas per 1,000 Population: .25 to .5 acres

Basic Facilities and Activities:

- Playground equipment and structures for preschool and elementary school age children
- Conversation and sitting areas arranged to permit easy surveillance by parents
- Landscaped areas that provide buffering and shade
- Lighting for security at night
- Parking not typically provided

Desirable Site Characteristics:

- Suited for intense development
- Easily accessible to the neighborhood population
- Centrally located in close proximity to residential development
- Accessible by walking or biking
- Well buffered by open space and/or landscape plantings and in some cases, separated from roadways by physical barriers, such as fences

City of Sheboygan Mini-Parks/ Pocket Parks:

Mini-Parks/Pocket Parks Total Acreage:	**0.00**
Recommended NRPA Acres:	**12.20 -24.40**

Neighborhood Park

General Description: These parks are designed specifically to accommodate residents living within the immediate surrounding area. They are often characterized

by active recreational facilities such as baseball and soccer fields, but should also incorporate some passive recreational areas for picnicking and nature study.

Service Area: ¼ to ½ mile radius uninterrupted by non-local roads and/or other physical barriers

Desirable Size: 5 acres minimum; 15+ acres is optimal

Acres per 1,000 Population: 1.0 to 2.0 acres

Basic Facilities and Activities:

- Active recreational facilities such as playfields, tennis courts, basketball courts, playgrounds, ice-skating rinks
- Passive recreational facilities such as picnic/ sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Lighting for security at night
- Adequate on-street and off-street parking
- Not intended to be used for activities that result in overuse, noise, and increase traffic with the exception of limited use by youth teams

Desirable Site Characteristics:

- Easily accessible to the neighborhood population
- Accessible by walking or biking

City of Sheboygan Neighborhood Park:

Charles Voight	2.86	Northeast	12.0
Cleveland	4.41	Optimist	5.0
Cole	2.5	Riverside	5.67
End	3.47	Roosevelt	9.47
Franklin	1.4	Sheridan	2.62
Grace	1.13	Veteran's	7.45
King	6.5	Worker's	2.81
Moose	3.9		

Neighborhood Parks Total Acreage: 71.19
Recommended NRPA Acres: 48.81 -97.61

Community Park

General Description: Community Parks are intermediate in size and are able to accommodate visitors from the surrounding community and multiple neighborhoods. These sites focus on both the developed aspects of the park, such as intense recreational activities, as well as the natural resources amenities

Service Area: 1 to 2 mile radius

Desirable Size: 25+ acres is desirable

Acres per 1,000 Population: 5.0 to 8.0 acres

Basic Facilities and Activities:

- Active recreational facilities such as areas for swimming and boating, biking/walking/skiing trails, playfields, playgrounds, sports courts
- Passive recreational facilities such as walking trails, picnic/sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Facilities for cultural activities, such as plays and concerts in the park
- Community Center building with multi-use rooms for crafts, theatre, restrooms, social activities, and older adult use
- Lighting for security at night
- Adequate off-street parking

Desirable Site Characteristics:

- May include natural areas, such as bodies of water or wooded natural areas
- Easily accessible to the neighborhood population
- Accessible by walking or biking

City of Sheboygan Community Parks:

Deland	23.21	Kiwanis	30.5
Evergreen	98.02	Lake View	18.6
Jaycee Quarry	38.29	Vollrath	16.13

Community Parks Total Acreage: 224.75
Recommended NRPA Acres: 244.03 -390.44

Special Use Park/ Conservancy Area

General Description: Areas of open space that cannot by measured by a quantifiable standard because of their unique and diverse contributions to the community. Special Use Areas enhance an overall park and open space system by maintaining and improving the community's natural resource base, accommodating special activities that aren't included in other parks, and providing interconnections between isolated parks and recreation areas. Examples of Special Use Space Areas are varied but can include those lands that accommodate passive or special recreational activities, such as golf courses, sledding/skiing hills, marinas, beaches, display gardens, arboreta, and outdoor amphitheaters, as well as land that have been protected for their environmental significance or sensitivity and provide limited opportunity for recreational use. Examples of that latter may include water bodies, floodplains, wetlands, shorelands and shoreland setback areas, drainage ways, storm-water management basins, conveyance routes, environmental corridors or isolated natural

areas, wildlife habitats, areas of rare or endangered plant or animal species, prairie remnants, and restoration areas.

Service Area: Variable –depends on function

Desirable Size: Variable –depends on function

Acres per 1,000 Population: Variable –most Special Use Parks/ Conservancy Areas are not included in the overall community calculation of park and recreational space per 1,000 persons. Their value extends beyond the community's boundaries and contributes significantly to overall quality of life.

Basic Facilities and Activities: Variable –some may include:

- Active recreational facilities such as areas for swimming and boating, skiing hills, biking/walking/skiing trails, skating rinks, and golf courses
- Passive recreational facilities such as walking trails, picnic/sitting areas, and natural study areas
- Service buildings for shelter, equipment storage/rental, concessions, and restrooms
- Signage, trails markers, trash receptacles, and information booths
- Lighting for security at night
- Off-street parking spaces if appropriate to the area

City of Sheboygan Special Use Parks:

8th Street Boat Landing	.58	North Point Overlook	2.0
Butzen	56.79	Rotary Riverview	2.0
Camelot Dog Run	3.85	South Pier	9.0
Dog Run (south)	14.99	Southshore	4.0
Fountain	2.62	Wildwood Athletic	12.06
Indian Mound	15.48	Wildwood Baseball	5.2
North Point	20.8		

Special Use Parks Total Acreage: 149.37

City of Sheboygan Conservancy Areas:

Arrowhead	1.0	Manor Heights	11.6
Creekside	7.47	Maywood	139.75
Julson	2.15	Pigeon River Parkway	113.25

Conservancy Areas Total Acreage: 275.22

Linear Park/Recreational Trails

General Description: Linear parks/recreational trails accommodate various outdoor activities, such as biking, hiking, walking, jogging, horseback riding, nature study, and cross country skiing. A well-designed park system provides connections between

parks and open space lands and effectively integrates urban areas with the surrounding natural environmental by the use of linear park/recreational trail areas. Linear parks/recreational trails can be designed to serve different functions and to accommodate various, and sometimes conflicting activities.

Service Area: Variable –depends on length & size

Desirable Size: Sufficient width to protect the resources and provide maximum use

Acres per 1,000 Population: Variable –most Linear Park areas are not included in the overall community calculation of park and recreational space per 1,000 persons.

Desirable Design Criteria for Multi-Use Paths:

- Minimal width of 10 feet to accommodate two-way bicycle traffic, and recommended paved surface to facilitate bike, walking, running and skating
- Avoid placement alongside roadways where multiple cross-street and driveways are or will be present

Desirable Design Criteria for Walking/Hiking Trails:

- Because these trail facilities often travel through environmentally sensitive areas, they are generally not paved. Rather, they are surfaced with crushed limestone, decomposed granite, wood chips, hard packed earth or mowed grass.

City of Sheboygan Walking/Hiking Trails:

Bur Oak
Dog Run
Evergreen
Indian Mound
Jaycee
Lakeview
Maywood
Pigeon River Parkway

City of Sheboygan Linear/Multi-Use Paths:

Harbor Shore Trails
River Walk
Shoreland 400
South Pier Trail
Superior Ave Trail
Taylor Dr Trail
Urban Rec Trail



Table 3.1 Total Park Acreage Analysis, 2015

*Based on 2015 population estimates of 48806

Park Type	NRPA Standard Acres per 1,000 persons	Recommended Acreage based on Acres per 1,000 persons*	2015 Acres per 1,000 persons (Existing)	2015 Total Acres (Existing)
Mini-Parks/ Pocket Parks	.25 -.50 acres	12.20 -24.40 acres	0.00	0.00
Neighborhood Parks	1.0 -2.0 acres	48.81 -97.61 acres	1.46 acres	71.19 acres
Community Parks	5.0 -8.0 acres	244.03 -390.44 acres	4.60 acres	224.75 acres
Total	**6.25 -10.50 acres**	**305.04 -512.45 acres**	**6.06 acres**	**295.94 acres**
Special Use Parks	Varies	N/A	3.06 acres	149.37 acres
Conservancy Areas	Varies	N/A	5.64 acres	275.22 acres



3.3 Review of Local, Regional and State Recreation Plans

Another method of determining recreation needs in the community uses local, regional, and state recreation studies that apply to the area. These studies are very useful since they are a good indicator of recreation needs as perceived by recreation users. Below are the studies that are available at this time.

Sheboygan Area School District Facility and Master Planning Green Space Study
In the City of Sheboygan the school district and the city work cooperatively to provide facilities and programming to area residents. The school district shoulders most of the burden for facilities management and development and works to provide programming and sport field reservation services. The school district had developed a school facilities plan, *Sheboygan Area School District Facility and Master Planning Green Space Study* (2006). The school district was consulted throughout the planning process.

Sheboygan County Outdoor Recreation and Open Space Plan
The Sheboygan County Parks System is a natural resource based system, which demonstrates stewardship while providing recreational and educational opportunities Sheboygan County provides resource related and self-actualized recreational opportunities while city and town governments provide sites and facilities for intensive non resource-oriented recreational facilities. Sheboygan County has recently prepared an Outdoor Recreation and Open Space Plan that conveys a shared vision for park and open space lands and facilities to serve the resident County population anticipated under full development of the County land use plan. The updated park and open space plans are also prepared to meet planning requirements for use of State and Federal parkland and recreational grants.

Vision Statement
Sheboygan County will offer its residents the best possible system of outdoor recreation and open space sites and activities in a manner which is responsive to the needs of the public, fiscally responsible, and which promotes the preservation and sustainability of the County's outstanding environmental, archeologist, historical, and cultural resources.

Goals
The goals of the Sheboygan County Comprehensive Outdoor Recreation and Open Space Plan are:

- To ensure provision and protection of sufficient parks, recreation facilities, and open areas to satisfy the health, safety and welfare needs of citizens and visitors, including underserved populations.

- To ensure that the acquisition of park and open spaces lands occurs in coordination with development to provide for reasonable acquisition costs and facilitate site planning for development. Alternative means of reserving lands required for open space should be fully explored to ensure that lands are obtained at the lowest cost to the public.
- To promote the involvement and cooperation of all the county's communities in park and recreation planning and development.
- To develop tools to protect open space.

Sheboygan County Pedestrian/Bicycle Plan

In July 2006, the US Congress adopted the new transportation budget which included special provisions to create a Non-Motorized Transportation Pilot Program; Sheboygan County was one of four communities in the country selected to participate in this pilot program. As part of the Pilot Program, Sheboygan County will receive up to $25 million over four years to develop a network of non-motorized transportation facilities that connect neighborhoods, retail centers, schools, recreation amenities, and employment centers and will allow people to change the way they choose to move around through their daily lives.

During the summer of 2007 the County completed the Sheboygan County Pedestrian and Bicycle Plan. This plan incorporates the vision statement and goals and objectives of the County plan. The City of Sheboygan supports improving bicycle and pedestrian accommodations within the city of county-wide. On April 21, 2015, Sheboygan County adopted an updated Pedestrian and Bicycle Plan.

Bicycle Vision

By 2045, Sheboygan County's bicycle facilities will be an efficient, connecting system for bicycles routes and facilities that provide a safe, convenient and viable transportation choice for Sheboygan County residents and visitors.

Bicycle Goals

- Create diverse bicycle-friendly facilities that increase the number of bicycling trips and offer a level of convenience, directness, safety, and attractiveness that will encourage bicycle use.
- Establish a safe, convenient, enjoyable, and continuous bicycle route system within Sheboygan County for use by utilitarian and recreational cyclists.
- Reduce the number of crashes involving bicyclist with other users of the transportation system by 20 percent or more by 2045.

Pedestrian Vision

By 2035, pedestrian travel will established as a viable, convenient, and safe transportation choice for Sheboygan residents and visitors.

Pedestrian Goals

- A diverse pedestrian-friendly environment that increases the number of walking trips and offers a level of convenience, directness, safety, and attractiveness.
- Guide land use and site design that is conducive to pedestrian use.
- Improve the circulation, visibility, and safety for pedestrians and reduce conflicts with vehicular traffic.
- Ensure that the pedestrian system is fully accessible and convenient for all users, including persons with disabilities, children, and the elderly.
- Develop and implement a variety of educational programs that promote the benefits of walking and encourage implementation of pedestrian-oriented design.

Please see Appendix C, D, E and F for applicable maps from the Sheboygan County Pedestrian/Bicycle Plan.

Statewide Comprehensive Outdoor Recreation Plan

Vision Statement

The 2011 -2016 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) serves as a blue print for state and local outdoor recreation planning through support of nationally initiatives, sets the course for recreation within the state by describing current recreation supply and trends, and provides a framework for future recreation development and focus.

Goals

The goals of the Statewide Comprehensive Outdoor Recreation Plan are:

- Assess, Understand, and Adapt to Growing Recreation Tourism Demands and Preferences.
- Improve Integration of Outdoor Recreation Interests and Needs in Land Use and Other Relevant Planning Efforts.
- Continue to Provide and Enhance Public Access to Wisconsin Recreational Lands and Waters.
- Conserve Rural Landscapes and Forests through Partnerships and Incentives.
- Address Funding Challenges Associated with Managing Wisconsin Outdoor Recreation Resources.
- Promote Outdoor Recreation as a Means of Improving Public Health Among Wisconsinites.

- Establish Great Urban Parks and Community Green Spaces.

The City's Comprehensive Outdoor Recreation Plan is consistent with the State and County Comprehensive Outdoor Recreation Plans and recognizes their goals as part of the City's plan. The Outdoor Recreation Plan is also included in the City of Sheboygan Comprehensive Plan.







3.4 Public Input

The online survey had 232 participants which was available online from February 16, 2015 to March 17, 2015 along with hard copies upon request. Of those 232 participants, 131 took the survey as an individual, 82 as a family and 1 as an organization. All participants were 25 or older with the majority (53) being from the 45 to 54 age group.

The five most used parks were Evergreen Park, Fountain Park, Vollrath Park, Deland Park, and Kiwanis Park. Walking, picnicking, going to the playground, dog walking and bicycling were noted as the top 5 outdoor activities the participants partake in.

Improvements that they would like to see to the Sheboygan Park system is improved lighting, improved maintenance, improved existing park facilities, more trails/paths and improved landscaping.

73% noted that they feel safe in City of Sheboygan's Park while 43% feel that the City does not do a good job informing the public about our parks and their rules.

For all the survey questions and results they are available in Appendix G for viewing.

Three opportunities were offered for the public to speak on the Comprehensive Outdoor Recreation Park Plan and no additional public comments were given at any those meetings. The Public Forums were held on:

- April 5, 2016 at 4:15 pm at the Board of Marina, Parks & Forestry Board
- April 12, 2016 at 4:00 pm at the Plan Commission
- April 12, 2016 at 5:30 pm at the Public Works Committee



Photo Courtesy of Tom Bair

SECTION 4: RECOMMENDATION

The City of Sheboygan will face many challenges as it continues to grow, especially as growth is restricted by the lake. Open space protection, trail system development, and active use park expansion all lead to a higher quality of life in Sheboygan and continued ability to attract new residents and retain those already living there.

4.1 Individual Park Recommendations/Capital Improvements

On the following pages you will see Individual Park Descriptions which include site analysis summary (existing facilities, issues and improvement options), program details (events and maintenance) and improvement estimates.

Not all the parks will be listed only those with recommendations at this time.









Charles Voigt Park **Neighborhood Park**

Park Description

Location:

This 2.86 acre north side park offers, playground equipment and plenty of open space.



Site Analysis Summary

Existing Facilities:

- Playground Equipment

Issues:

- Site plan is needed

Improvement Options:

- Master plan

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground equipment inspection

Improvement Estimate

• Master plan	$ 10,000

Cleveland Park **Neighborhood Park**

Park Description

Location: 2331 Geele Ave

This 4.41 acre park is located on the north side of Sheboygan on SE corner of Geele Ave and N 25th St. Cleveland Park is part of the Cooper-Cleveland Neighborhood.

New 5-12 years of age playground equipment was installed in 2014 and 2-5 years of age equipment in 2015.

A new rentable shelter and restrooms were installed in 2012.



Site Analysis Summary

Existing Facilities:

- Shelter available for rental
- Restrooms
- Basketball court
- Playground equipment
- Grills
- Picnic tables
- Open space

Issues:

- Road parking only

Improvement Options:

- Master Plan for continued redevelopment
- Grass volleyball courts
- Accessible walkways to all facilities

Program Details

Programs and Events:

- Family and group rentals
- Neighborhood events

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/tree care
- Turf management
- Playground inspection

Improvement Estimate

• Splash pad	$113,000
• Accessible walkway connections	$ 10,000
• Off road parking	$ 20,000
• Additional landscaping	$ 2,000

Cole Park **Neighborhood Park**

Park Description

Location: 1700 N. 3rd Street

This 2.5 acre park is located on the north side of Sheboygan at 1700 N 3rd Street north of Superior Ave. Cole Park is part of the North Point Neighborhood.

A small Picnic Shelter was built in 2015 as part of an Eagle Scout Project. This is a non-rentable shelter.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Small picnic shelter
- Picnic tables
- Port-a-potty

Issues:

- Street parking only

Improvement Options:

- Walkways need to be resurfaced
- Accessible walkways to all facilities
- Add grills and more picnic tables
- Add playground boarder
- Park signage

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf Management

Improvement Estimate

• Resurface walkways	$ 10,000
• Add Grills, benches and picnic tables	$ 2,000
• Playground boarder	$ 5,000

End Park **Neighborhood Park**

Park Description

Location: 1236 Bell Ave.

This 3.47 acre park is located on the north side of Sheboygan at 1236 Bell Ave. End Park is part of the End Park Neighborhood.

Rentable shelter, restrooms, playground equipment and splash pad, makes this a great park for family gatherings.



Site Analysis Summary

Existing Facilities:

- Shelter available for rental
- Restrooms
- Playground equipment
- Splash pad
- Picnic areas

Issues:

- Road parking only
- Vandalism/security
- Poor storm water drainage

Improvement Options:

- Resurface walkways
- Pedestrian lighting
- Off street parking area
- Accessibility to all facilities
- Replace swing
- Install fall area around playground areas
- Install security cameras
- Installation of drain tile

Program Details

Programs and Events:

- Family Gatherings
- Neighborhood Events

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf management

Improvement Estimate

• Resurface walkways	$ 10,000
• Pedestrian lighting	$ 10,000
• 5-6 parking stalls	$ 10,000
• Playground improvements	$ 25,000
• Security cameras	$ 3,000

Franklin Park **Neighborhood Park**

Park Description

Location: 1300 Broadway Ave.

This 1.4 acres located on the south side of Sheboygan. Franklin Park is part of the Franklin Park Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Basketball ½ court
- Backstop
- Open space

Issues:

- Road parking only

Improvement Options:

- Fence repair/replacement
- Move backstop
- Accessible walkways to all facilities

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping

Improvement Estimate

• Fence repair/replacement	$ 10,000
• Accessible walkways	$ 5,000

General King Park **Neighborhood Park**

Park Description

Location: 1611 S 7th Street

This 6.5 acres lakefront park is located on the south side of Sheboygan. General King Park is located in the King Park Neighborhood.

Built in 2009, a new rentable Park Building, restrooms and outdoor showers overlooking Lake Michigan makes this a hotspot for family reunions, weddings and all other gatherings.

New 2-5 year old playground added in 2015.



Site Analysis Summary

Existing Facilities:

- Park building, available for rental
- Lakefront/Beach
- Outdoor showers
- Restrooms
- Playground equipment, 2-5 and 5-12 years of age
- Picnic tables/benches
- Grills
- Sand Volleyball
- Fire pit

Issues:

- Street parking only
- Landscaping around building

Improvement Options:

- New landscaping around building
- Replace older playground equipment
- Storm sewer outfall
- Restore historic entrance and flagpole
- Accessible walkways to all facilities including lake

Program Details

Programs and Events:

- Family gatherings
- Weddings
- Fourth of July celebration

Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Landscaping/Tree care
- Turf management

Improvement Estimate

• Landscaping	$ 5,000
• Restore entrance and flagpole	$ 10,000
• Accessible walkways	$ 10,000
• Storm water outfall	

Grace Park **Neighborhood Park**

Park Description

Location: 2347 E Mark Drive

This 1.13 acres park is located on the north side of Sheboygan in the Fellowship Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Picnic tables

Issues:

- Landscaping along residential housing

Improvement Options:

- Tree/shrub plantings between houses and park area

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/Tree care
- Turf management
- Playground inspection

Improvement Estimate

• Planted tree line between houses and park	$500.00

Moose Park **Neighborhood Park**

Park Description

Location: 1801 Indiana Avenue

This 3.9 acres long narrow park stretches between Indiana Ave and Georgia Ave on the south side of Sheboygan. Moose Park is part of the Indiana Corridor Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Basketball
- Tennis

Issues:

- Decide if tennis courts are staying or if they are going to be removed
- Older playground equipment

Improvement Options:

- Hardscape Surfacing
- New playground equipment

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing/areas not to mow
- Trash collection
- Playground inspection
- Landscape/tree care
- Accessible walkways to all facilities

Improvement Estimate

• New playground equipment	$ 25,000
• Accessible walkways	$ 5,000

Northeast Park **Neighborhood Park**

Park Description

Location: 2901 N 6th Street

This 12 acres lakefront park is located on the north side of Sheboygan at 2901 N 6th St. Northeast Park is located in the North Lake Neighborhood.



Site Analysis Summary

Existing Facilities:

- Soccer
- Lake front access
- Beach
- Benches
- Open space

Issues:

- Street parking only
- Invasive plant growth

Improvement Options:

- Lakeshore restoration
- Storm sewer outfall
- Add picnic areas
- Park signage

Program Details

Programs and Events:

- Soccer practice

Maintenance Program:

- Mowing
- Trash collection
- Invasive removals
- Landscape/tree care
- Turf management

Improvement Estimate

• Lakeshore restoration	$ 20,000
• Added picnic areas	$ 2,000
• Park signage	$ 2,000
• Storm sewer Outfall	

Optimist Park **Neighborhood Park**

Park Description

Location: 2010 Carmen Avenue

This 5 acre park is located on the south side of Sheboygan. With a new rentable shelter built in 2012 and restrooms, updated playground equipment in 2015, makes this a great park for family and neighborhood gathering. Optimist Park is part of the West Camelot Neighborhood.

Soccer and youth baseball are also held in the park making it very busy in the evenings.

Optimist is also adjacent to the new Hmong garden rental lots.



Site Analysis Summary

Existing Facilities:

- Shelter that can be rented
- Restrooms
- Playground equipment
- Soccer
- Youth baseball
- Open space

Issues:

- Street parking only

Improvement Options:

- Walkway boarder around playground
- Additional playground
- Accessible walkways to all facilities
- Off street parking
- Better access to the Hmong gardens
- Constructed earth berm between gardens, park and residential houses

Program Details

Programs and Events:

- Organized youth soccer and baseball
- Access to Hmong gardens

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/tree care
- Turf management

Improvement Estimate

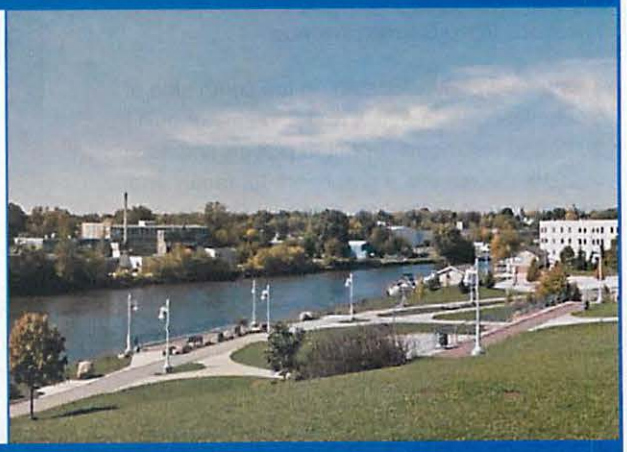
• Walkway boarder around playground	$ 7,000
• Accessible walkways to all facilities	$ 10,000
• Off Street parking for Hmong garden (SASD)	$ 20,000
• Constructed earth berm	$ 5,000

Riverside Park **Neighborhood Park**

Park Description

Location: 640 N Water Street

This 5.67 acres park is located along the Sheboygan River and offers a Riverwalk pathway, benches with great views, basketball, volleyball and playground equipment.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Sand Volleyball
- Basketball
- Riverfront

Issues:

- Portions of the park are on a capped contaminated site.
- Upkeep of landscaping

Improvement Options:

- Defining capped and buildable areas
- Low maintenance landscaping
- Better site design

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/weed control

Improvement Estimate

• Soil borings/site use	$ 10,000
• Master plan	$ 10,000

Roosevelt Park **Neighborhood Park**

Park Description

Location: 1103 Mead Ave

This 6.5 acres south side has a rentable park building updated playground equipment, two baseball/softball field's tennis and basketball courts with lots of open space.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Two softball/baseball fields
- Basketball
- Tennis
- Restrooms

Issues:

- Tennis courts are in need of repair
- Park building needs re-roofing
- No off road parking available

Improvement Options:

- Master plan is needed
- Work with SASD for best use of park
- Determine if tennis court are going to stay

Program Details

Programs and Events:

- Scheduled softball and baseball games
- Family and group rentals

Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Landscaping needs

Improvement Estimate

• Roof repair/building updates	$ 30,000
• Tennis court repair	$ 25,000
• Master Plan	$ 10,000

Sheridan Park **Neighborhood Park**

Park Description

Location: 701 S 14th St

This tree filled 2.62 acres midtown park offers playground equipment, small shelter, basketball court and picnic areas.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Basketball
- Small shelter
- Portable restrooms

Issues:

- Shelter is older and may need replacement
- Playground equipment updates in future

Improvement Options:

- Tree replacement
- New shelter
- Update playground equipment

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscape maintenance

Improvement Estimate

- None at this time

Veteran's Park **Neighborhood Park**

Park Description

Location:

This 7.45 acre south side park offers a new rentable shelter and restrooms, playground equipment, tennis courts, picnic areas, two baseball/softball fields, plenty of open space and a Vietnam Veterans of Sheboygan Tank Memorial.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Softball/baseball
- Basketball
- Tennis
- Restrooms

Issues:

- Limited off road parking
- Play equipment needs updating
- Tennis court reconstruction
- Replacement of basketball court

Improvement Options:

- Parking area
- New Playground equipment
- Tennis court reconstruction
- New basketball court

Program Details

Programs and Events:

- Family and group rentals
- Softball games and practice

Maintenance Program:

- Mowing
- Trash collection
- Restroom and shelter cleaning
- Playground equipment maint.

Improvement Estimate

• Additional parking and sidewalks	$ 10,000
• Basketball court	$ 10,000
• Playground equipment	$ 35,000
• Tennis court reconstruction	$ 50,000

Workers Water Street Park **Neighborhood Park**

Park Description

Location: N Water Street

This 2.1 acres river side park is located along the Sheboygan River and offers a Riverwalk pathway part of the Urban Recreational Trail, playground equipment, a picnic shelter, splash pad, restrooms and great views.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Splash pad
- Riverfront
- Riverwalk
- Restrooms
- Non-rentable shelter

Issues:

- Security

Improvement Options:

- Security cameras

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspections
- Splash pad maintenance

Improvement Estimate

Security cameras	$3,000

Deland Park **Community Park**

Park Description

Location: 715 Broughton Dr.

This 16.13 acres community park is located on the shores of Lake Michigan; it is in the heart of the Harbor Centre District. It is home to several festivals, the Marina, Sheboygan Youth Sailing Club and boat launch.

Park facilities include the Deland Community Center, Richardson shelter, Deland Home, three playground areas including Rammer playground, and bathhouse overlook that has restrooms and showers.



Site Analysis Summary

Existing Facilities:

- 3 Playground areas
- Biking/ Walking on the Harbor Trail
- Sand Volleyball
- Tennis
- Swimming
- Fishing Area
- Boat launch
- Rentable shelters
- Restrooms
- Event Area
- Beachfront
- Fish Cleaning station

Issues:

- Erosion on steep hillside
- Invasive species
- Aging bathhouse
- Storm water outfalls need to be addressed

Improvement Options:

- Tennis court needs repainting
- Beach front restoration
- New bath house
- Performance shelter/band shell

Program Details

Programs and Events

- Fourth of July Celebration
- Greek Fest
- Family gathering
- Walk/run events

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Sand erosion

Improvement Estimate

• Tennis court surface painting	$ 20,000
• Tennis court sport court surfacing	$ 50,000
• Beach front restoration	
• New bath house	$300,000
• Performance shelter/band shell	$300,000

Evergreen Park **Community Park**

Park Description

Location: 3000 Calumet Drive

Evergreen Park has 98.2 acres of towering white pines and hardwoods with spots of open spaces, all along the pigeon river. The parks offers miles of hiking, mountain biking and ski trails. This is a favorite spot for family picnics with several rental areas. It is also home to the Making Spirits Bright Christmas light show.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Biking/ Walking/hiking/skiing
- Fishing
- 4 rentable shelters
- Restrooms
- Event Area

Issues:

- Trail erosion
- Trail connections
- Older shelters and restrooms
- Masonry work needed
- Lighting
- Walkers share road with vehicles

Improvement Options:

- Added trails and trail restorations
- New shelters and restrooms

Program Details

Programs and Events

- Mountain bike races
- Glow in the dark run
- Making Spirits Bright Christmas light show
- Family gatherings

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance

Improvement Estimate

• Added trails and trail restoration	$ 20,000
• Enclosed rentable park shelter/restrooms	$300,000
• Open shelter/restrooms	$180,000
• Paved multi-purpose pathway	$100,000
• Mason work on entry, sign and fire rings	$ 20,000

Jaycee Park Quarry **Community Park**

Park Description

Location: 3401 Calumet Drive

This park was the site of a former limestone quarry that now offers an excellent spring-fed swimming area and a sand beach. In the summer the Quarry View shelter and beach front is known as the Quarry Beach Adventure Park and offers swimming, boat rentals and other aquatic activities. The park also has a popular 18 hole disc golf course that is open year round.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Mountain biking/hiking trails
- Quarry View Center, rentable building
- Riverfront along the Pigeon River
- Disc Golf
- Beach/swimming

Issues:

- Land erosion into the river
- Older park building
- No restrooms
- Older playground equipment

Improvement Options:

- New playground equipment
- New rentable park building
- River bed stabilization
- Storage building

Program Details

Programs and Events

- Numerus bike races
- Making Spirit Bright activities
- Quarry Beach Adventure area
- Family and Group gatherings

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Beach maintenance
- Trail maintenance

Improvement Estimate

• River bed stabilization	$ 20,000
• Shelter/restrooms	$300,000
• Playground equipment	$ 35,000
• Storage building	$ 10,000

Kiwanis Park **Community Park**

Park Description

Location: 726 Kiwanis Park Drive

Kiwanis Park is located along the Sheboygan River. It is home to several festivals during the summer including the well-known Brat Days event. Kiwanis Park open spaces baseball and softball fields and youth football. There is a beautiful rentable enclosed park shelter and two open shelters.



Site Analysis Summary

Existing Facilities:

- Riverfront
- Play Equipment
- Two Softball fields
- Youth football fields in the fall
- Basketball
- Fishing Area
- Event Area
- Restroom

Issues:

- Over use of open field
- Poor access to the river
- No Park Caretaker on site

Improvement Options:

- Updated master plan
- Ada certified, canoe and kayak launch

Program Details

Programs and Events:

- Brat Days
- Hmong Fest
- Family and group gatherings

Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Building and ground daily maint.

Improvement Estimate

• Building updates	$10,000
• ADA certified, canoe and Kayak launch	$50,000

Lake View Park **Community Park**

Park Description

Location: 3201 Lakeshore Drive

This south side park is located along the shores of Lake Michigan. It is a popular family picking site and offers great views and access to the beach. The park has the only dog friendly beach in the city.



Site Analysis Summary

Existing Facilities:

- Rentable park shelter
- Gazebo
- Beach
- Playground Equipment
- Restrooms
- Parking

Issues:

- Pour drainage of the park
- The shelter offers poor views of the lake
- Gazebo is in poor shape

Improvement Options:

- Master plan for the whole park
- New shelter overlooking lake
- Drain Tile
- Improve parking area or add new parking
- Camping area

Program Details

Programs and Events:

- Family and Group picnics

Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Hillside vegetation management

Improvement Estimate

• Master Plan	$ 10,000
• New Shelter/restroom	$300,000
• Drain Tile	$ 20,000
• Parking area	$ 50,000
• Camping area	$400,000

Vollrath Park **Community Park**

Park Description

Location: 2001 N 3rd St

This 16.13 acres lakeside park offers a rentable shelter with restrooms, tennis courts, disc golf course, playground equipment, and basketball court and picnic areas. Vollrath is home to Wisconsin oldest disc golf course. "The Shack" located on the course has refreshments and disc golf gear for sale.



Site Analysis Summary

Existing Facilities:

- Picnic area
- Rentable shelter
- Playground equipment
- Restrooms
- Tennis courts
- Basketball court

Issues:

- Erosion on trails and hills in the disc course
- Lighting in park is getting old
- Tennis courts in need of repair
- Paved trail need to be moved and repaired
- Shelter and restroom repairs are needed
- Off road parking is needed

Improvement Options:

- Tennis courts re-paved, add pickle ball lines
- Rebuild retaining walls and steps
- Upgrade lighting throughout park
- New shelter/restroom or remodel
- Off road parking area

Program Details

Programs and Events

- North and South High annual joint commencement ceremonies
- Food Truck Mondays
- Disc Golf tournament
- Family and group rentals
- Rec dept. movie in the park

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Playground inspections
- Shelter/restroom cleaning

Improvement Estimate

• Tennis Court Reconstruction	$ 60,000
• Retaining Walls (disc golf)	$ 30,000
• Comprehensive Lighting	$150,000
• Remodel restrooms	$ 20,000
• Replace shelter/restrooms	$300,000

Fountain Park **Special Use Park**

Park Description

Location: 1010 N 8th Street

This downtown park hosts numerous activities throughout the summer. The Farmers market is very popular providing fresh vegetables for purchase every Wednesday and Saturday. The performance shelter is used to provide music for many events and concerts in the park on Tuesday.



Site Analysis Summary

Existing Facilities:

- Performance shelter
- Fountain
- Historical memorials
- Restrooms
- Picnic tables and benches

Issues:

- Overuse of the park for grass
- Performance shelter and restrooms getting worn
- Security

Improvement Options:

- Turf management plan
- Rehab of restrooms
- Painting the performance shelter

Program Details

Programs and Events:

- Concert in the park Wednesday nights
- Farmers market, Tuesday and Saturdays
- Lobster Boil
- Taste of Sheboygan

Maintenance Program:

- Mowing
- Trash collection
- Building maintenance
- Landscape/Turf management

Improvement Estimate

- Rehab of restrooms $10,000
- Paint performance shelter

Maywood Environmental Park — Conservancy Area

Park Description

Location: 3516 Mueller Rd

Elwood H May Environmental Park (Maywood) is Sheboygan's nature Jewel. It offers an Environmental Learning Center, several trails through wetlands, prairie, and maple forest and along the pigeon river. The city partners with the Maywood Trust & Association and Camp Y-Koda to promote environmental stewardship through real life experiences: Explore, Learn, Enjoy.



Site Analysis Summary

Existing Facilities:

- Nature walking/hiking trails
- Cross country ski trails
- Environmental Learning Center
- Two spring fed ponds
- Prairie overlook platform
- Arboretum
- Maple sugaring

Issues:

- Ponds are lowering
- Invasive species on land and in ponds
- Park Driveway is breaking up
- Additional property is needed for growth

Improvement Options:

- Re-pave park driveway
- Hire consultant to look at pond issues
- Invasive removals
- Purchase of adjacent property

Program Details

Programs and Events:

- Maywood offers too many programs to list but they range from school education classes, summer camps, maple sugaring, birding and nature hikes. Our larger activities include Maywood's Earth Ride, our annual bicycle ride and Flapjack Day.

Maintenance Program:

- Building maintenance
- Land management
- Program set up, tear down
- Invasive control
- Landscaping

Improvement Estimate

• Re-pave park driveway	$ 200,000
• ADA certified, canoe and kayak launch	$ 50,000
• Rentable park building/learning area	$ 400,000
• Pond improvements	
• Purchase adjacent property	
• Trail and bridge, new construction and repairs	

4.2 Recommendations for City Parks

Charles Voigt Park
- A Master Plan is need for this park.

Deland Park
- Beach restoration
- Cord walk and Mobimat material for access to the water
- Performance shelter Park Master Plan
- Concession stand in bath house
- The city worked with Veterans for Peace to install a Peace Pole in a portion of Deland Park known as the Michigan/Broughton triangle. A site plan is being worked on by this group and volunteers. The park will consist of benches, plantings, walking path, art pieces and other items that will complement the peace pole.
- Rammer Playground is also a part of Deland Park. The playground is very accessible to many developmental needs but steps can be taken to improve its accessibility. A restroom is also a good possibility for this site.

End Park
- Improve drainage of storm water
- Add off road parking

Evergreen Park
- New enclosed park shelter
- Remodel or replace restrooms in area 2 and 5
- Ability to enclose area 5 shelter for winter use
- Replace pedestrian bridge over Pigeon River
- Add fishing areas
- Maintain and add trail connections to ski, hiking and bike trails
- Asphalt pathway circling the park next to the park road
- Masonry work at main entrance and fire rings
- Update several playground equipment areas
- Signage for the park

Fountain Park
- Paint performance shelter
- Re-model restrooms

JC Quarry Park
- Maintenance storage building for disc golf area
- Update playground equipment area
- Stabilize stream bank erosion area
- Signage for the park
- ADA accessible fishing area
- Add public restrooms

- New enclosed park shelter to the north
- Improve beach area with water features like zip line, water trampoline, water slide, and other beach amenities
- Add sand volleyball courts

King Park
- Landscape around building
- Lakeshore restoration
- Cord walk and Mobimat material for access to the water

Kiwanis Park
- Update master plan for the park
- ADA certified, canoe and kayak, carry-in boat launch

Lakeview Park
- Master plan for the whole park
- New park shelter placed closer to the lake overlook
- Parking area to better utilize the view of the lake
- Improve drainage of property
- Possible camp sites
- Log the wooded area of the park

Library Water Feature
- Replace water pumps
- Add lighting

Maywood and Bur Oak

<u>Maywood</u>

1. Pond Improvements
   a. Reconstruct spring fed channel
   b. Access decks on each pond
2. Pigeon River Footbridge – a second bridge on property's west edge
3. Acquire property west of Maywood
   a. Construct new trails
   b. Tree planting
   c. Canoe launch
4. Repave entrance road and parking lot
5. New entrance sign
6. New sugar house and evaporator
7. Invasive species removal
8. Construct amphitheater
9. Develop an interpretive trail loop to transport people with mobility issues
10. Create a roof for the Prairie Overlook

11. Construct a shelter and vandal resistant storage shed near the ponds for use with aquatic classes
12. Construct a Tiki torch trail route for illuminated nighttime skiing and snowshoeing.
13. Purchase the Meyer property adjacent to the existing donated Meyer property.
14. New enclosed park shelter/learning center

Bur Oak

1. Trail construction including boardwalks, footbridges, and trail markers
2. Install parking lot
3. Signage
    a. Entrance
    b. Interpretive
    c. Rules/property information
    d. Map
4. Thin pine plantation and replant with appropriate tree species for conditions
5. Invasive species removal
6. Improve pond impoundment system
7. Clear group gathering areas to assemble students
8. Construct steps from floodplain to the elevated perimeter trail
9. Build pond observation deck

Northeast Park
- Removal of many invasive plants along the border of the park and lakeshore
- Lakeshore restoration
- Signage

Optimist Park
- Sidewalk around playground equipment
- Add assessable play equipment
- Off road parking area

Pigeon River Parkway
- Work with Town of Sheboygan to open entry area year round
- Improved park signage
- Trail improvement

Riverside Park
- A Master Plan is needed for this park
- Portions of this park have a capped landfill underneath and soil borings are needed to determine what can be done on the property.

Roosevelt Park
- Re-surface tennis courts

South Shore Park
- ADA certified, canoe, kayak, carry-in boat launch
- Beach and hillside restoration

Veterans Park
- Off road parking is needed
- Basketball court area
- Update playground equipment area

Vollrath Park
- Landscaping for disc golf area
- Move portions of the paved trails to improve grade issues
- New Lighting throughout the park
- Fix the tennis courts and add pickle ball courts
- Remodel or replace shelter and restrooms
- Off road parking needed

Wildwood Softball Complex
- New site master plan
- New concession stand including restrooms, meeting and viewing area
- Switch to LED light for the field lights
- Re-grade outfield of field 2 and 3
- New maintenance building

Wildwood Baseball Complex
- New field lighting
- Acquisition of adjacent property for parking, viewing, picnic area and maintenance building
- Added off road parking
- See appendix H for long-term phase and site plan

Worker's Water Street Park
- This area needs security cameras by the restroom building

4.3 Recommendation for Non-City Parks

Camelot Dog Run

A master plan to improve this city owned parcel in the 1600 block of Camelot Boulevard for passive recreational use is needed. Continue to manage this pet friendly area.

County LS Wayside – Pigeon River Parkway (North side dog run)

As part of the LS road project, the parking lot was paved and turned over to the Town of Sheboygan. The City owns the 113.25 acres to the east known as the Pigeon River Parkway, Northside Dog Run. Work with Town of Sheboygan to keep parking area open year round.

Roy Sebald Sheboygan River Natural Area

This a county park located along the Sheboygan River by off of Indiana Avenue and Taylor Drive. The city would like to work with the county to install an ADA certified, canoe and kayak launch and carry-in boat landing. This would allow for an assessable river trail to Kiwanis Park, where there are also plans for a carry-in boat landing and ADA launch.

Willow Creek Preserve

The former Schuchardt farm is 180 acres located on the City's western side. This property contains the Willow Creek with is one of the only remaining Class A trout streams with natural reproduction of trout in Sheboygan County. There are also large tracts of wetlands, dense wooded areas that boast a large wildlife population including deer, turkeys grouse, raccoons, etc. Due to the difficulty in developing this parcel as to not affect the natural prairies and wooded areas, the concept is to create the Willow Creek Preserve on the northern half. The northern acres would be sold to a land trust organization to protect and preserve the property for future generations. Minimal improvements would be made to allow the general public to access and use the property as a wildlife preserve. The southern portion of the project would be sold to the John Michael Kohler Arts Center to be used as an Art Preserve and artist environment collections that were once developed in the rural, wooded landscape. Both properties would provide public access through trails, bridges, fishing platforms. See Appendix J for Proposed Trail System.

Dog Run (South Side) – Partner with Town of Wilson to provide:

- Parking off of S. 18th Street, also used for new Utility Corridor Trail
- Continue sidewalk from Creekside Park to Dog Park on west side

- Connection to Utility Trail
- Install new fence gate and asphalt entry area
- Provide shade structure, small shelter

Art Green – Levitt AMP Area

- Accessible walkways
- Food court
- Activity Area
- Shade structure
- Lighting
- Landscape
- Community Art





4.4 Planned Future Parks and Open Space Facilities

Butzen Recreation Campus

- Eight soccer fields
- Two soccer/football fields
- Trail system around the interior of the park
- Pathway connection to Utility Corridor Trail
- Trail Head and parking for Utility Corridor Trail
- Restrooms/shelter
- Concession stands
- Play areas
- Other park amenities including volleyball, basketball, picnic areas, landscaping and park signage
- Parking lots
- See Appendix I for site map

Poth Property – Stahl Rd

- Develop a portion of the land for a city tree nursery
- City maintenance building

Fox Meadows Park - Moenning Road Property. This was dedicated the city.

- Develop strategic plan for use of the park
- Develop site master plan
- Develop trail system
- Have the area logged by a professional logger
- Parking area



4.5 Current Recommendations on Greenways and Trails

Butzen Athletic Complex
- Pathway system encompassing the interior of the park
- Trail Head and pathway connector to the future Utility Corridor Trail.

Camelot Dog Run
- Pathway system encompassing the interior of the park.
- The Utility Corridor Trail may run through this park and out to Cty KK.

Dog Park (South Side) Partnership with the Town of Wilson
- Sidewalk connection along S. 18th Street.
- Pathway connection to the Utility Corridor Trail.
- Parking for Dog Park and Utility Corridor Trail.

Evergreen/Maywood/JC Quarry Park
- Paved pathway following the road around Evergreen Park.
- Continue improving and connecting hiking, mountain bike and ski trails.
- Provide maps for all trails and signage.

Shoreland 400 Trail, an off road asphalt pathway that runs north/south between Pennsylvania Avenue and North Avenue.
- Future connections to the south to Mead and north to County LS are planned.

South Pier Trail
- Continue off road paved trail from Indiana Avenue, south to King Park, along the shore of Lake Michigan.
- Acquisition of property or gain easement for this connection.
- Extended/floating pathway under 8th street bridge, on the south side, connecting S. Pier to the Highland House area.

South Shore Park
- Continue sidewalk or paved pathway from High Avenue, south along Lake Shore Drive to Ashland Avenue on the east side.

Taylor Drive Trail – Starts at Crocker Avenue and goes to Erie Avenue at Taylor County Park.
- Connection to Utility Corridor Trail along Taylor Drive.

Urban Rec Trail – Starts at Erie Avenue and goes east to the Lake Michigan and then north to Vollrath Park.
- Trail consist of on and off road pathways
- Continue to look for path connections to parks, schools and other points of interest.

Utility Corridor Trail – Construction is scheduled for 2018

- This trail will be an off road paved path and run from County Highway OK to Lakeshore Drive.
- A proposed trail head and parking area will be at the Butzen Park property.

Willow Creek Preserve (Schuchardt Property)

- Trail system within the park.
- Pathway connection to Taylor Drive Trail and Indiana.

Weeden Creek Road

- This is a high priority from S. Business Dr. to Lakeshore Drive.
- Pathway connection to current trail at S. 12th street.

Green Way Ponds

- Add viewing areas along the current trails.
- Improve accessibility to trails.
- Develop a trail system through the wooded area.

Connect Lower Downtown to the South Pier District via a pedestrian bridge at Virginia Avenue.

- As Sheboygan's South Pier peninsula is redeveloped into a vibrant commercial and residential neighborhood, this proposed bridge will provide a walkable line to Sheboygan's downtown employment and shopping district for the new residents of South Pier. It will also bring shoppers and needed pedestrian bike traffic into new development.

Continue to Connect Existing Trails and Bike Routes

- Please see the Sheboygan Trails and Bike Route Map. The map depicts the existing and proposed trails and existing and proposed on-street bike routes. Existing and proposed bridges both auto and bike/ped bridges are depicted on the map as well. The Sheboygan River makes bike and pedestrian travel more challenging. It is recommended that as each bridge is replaced over time, each is designed to accommodate bicycle and pedestrian traffic. In addition, a new bike/ped only bridge is recommended in a couple locations:

    1) Virginia Avenue to the new South Pier District
    2) A bridge connecting the east shore to the west shore/ Kiwanis Park

Indiana Avenue

- Installation of a cycle track form 17th street to west to Taylor Drive.

Wildwood River Trail - Area along the Sheboygan River, south of Wildwood Park from Kiwanis to Taylor Drive

- Consider hiring a consultant to create a trail plan for the land along the north side of the river and south of Wildwood Park. Trail and acquisition projects along the river are excellent candidates for Stewardship Grants.

Multi-Purpose Pathway Maintenance Plan

- Design a 5 to 10 year maintenance plan for crack filling, sealcoating and replacing paved trails.







4.6 Capital Improvement Plan for 2016 to 2020

General Recommendations

Accessible Restrooms

- Retrofit all parks and park facilities to be disabled accessible, including shelters and restrooms. Restroom buildings are built or upgraded; they should be designed to be barrier-free and accessible to all park users.
- Adhere to 2010 ADA standards for accessible design.

Playground Safety Surfaces

- Cover surfaces directly under play equipment and a safe zone around the play equipment with a 10-inch to 12-inch layer of resilient safety surface. The City of Sheboygan's preferred safety surface is mulch and wood fibar playground chip.

Park Acquisition

- Acquire additional parklands as appropriate to meet current and future recreational needs per the recommendations of the City's Comprehensive Recreational Outdoor Plan.

Trails and Greenways

- Develop a citywide, barrier-free, multi-purpose trail system that connects city and county parks, and provides access to natural and cultural resources in the community and region. Cooperate with various transportation agencies to provide safe crossings at major street and highway intersections.

Perform systematic routine maintenance of park facilities and equipment.

- Play equipment
- Splash pads
- Courts and fields
- Benches and picnic tables
- Trail system
- Restrooms and shelters

Capital improvements to a park are the addition of labor and materials that improve the overall value and usefulness of that park. Capital improvements are designed and funded individually through segregated municipal funds. Routine maintenance, on the

other hand, is considered to be the repair and upkeep of existing park facilities, such as painting a shelter building. Routine maintenance of park facilities does not appreciably increase the value or usefulness of the park, and is traditionally funded through the park department's operations budget. Non-routine maintenance of park facilities, such as upgrading a toilet facility to be barrier-free is usually considered to be a capital improvement.

Most projects can be easily identified and categorized, but some are difficult. When a project falls on the borderlines between a capital improvement and maintenance, the overall cost becomes the determinant. Projects with a high cost, such as for seal coating roads or parking lots, are categorized as capital improvements.

The capital improvements program for each park is a combination of several types of projects. These projects are ranked according to their importance and priority in the overall development of the park. Generally, capital improvements are ranked in the following manner:

- Improvements to Existing Facilities
    - Correct health and safety hazards
    - Upgrade deficient facilities
    - Modernize adequate but outdated facilities

- Installation of facilities as deemed appropriate and necessary through public demand (public meetings, Parks & Forestry Committee input, expected population growth)

- Development of new facilities as deemed necessary through comparison to NRPA park and recreation standards

Specifically, improvements to existing facilities rank the highest in the capital improvements program, while new facilities are usually ranked lower, according to their relative need in the park. Improvements that correct health and safety hazards are always the highest ranking priority. Improvements that are deemed necessary through comparison to natural park and recreation standards are usually ranked the lowest.

The facility cost estimates are for budget planning use only. The numbers are not intended as actual price quotes for facilities. An example would be $45,000 for a playground. A community can choose to spend either much more or much less for a playground. An expansive playground with equipment for tots through early teenage children can cost much more. A tot lot with minimal equipment and a small swing set

can cost much less. This cost estimate was developed as part of a 5 year planning process. When the time comes to actually purchase the play equipment, the parks committee will need to decide on the amount and kind of equipment they wish to provide at a specific park and set the budget accordingly.







4.7 Policy Recommendations

Planned Maintenance Program for Asphalt and Concrete Pavement

Tennis Courts will need to be repaved, possibly rebuilding the base as well. This plan recommends a detailed inventory of paved trails, parking lots, basketball courts and tennis courts by completed. The inventory should include condition information on each paved site, followed by an asphalt surfacing plan to be developed and sites prioritized by use and conditions.

Undesignated Open Space

The identification of Undesignated Open Space existing as a result of the lack of assignment of such open space to an officially designated function or purpose by the city, must be addressed. It is recommended that the City officially recognize each site and its designated purpose and at the same time assign the responsibility for the future development and maintenance.



Photo taken by Gary Klein, Sheboygan Press

SECTION 5: PARK ACQUISITION AND DEVELOPMENT MECHANISMS

5.1 Ways to Increase Park Acreage

The City of Sheboygan accepts donations and occasionally purchases land for park and open space use. The two City Ordinances relating to park land acquisition are shown below.

Extracts from Chapter 74 Parks and Recreation

Sec. 74-6 Donations.
The department of engineering and public works shall acquire in the name of the city for park, parkway, boulevard or pleasure drive purposes, by gift, devise, bequest or condemnation, either absolutely or in trust, money, real or personal property or any incorporeal right or privilege. Gifts to the city of money or other property, real or personal, either absolutely or in trust, for park, parkway, boulevard or pleasure drive purposes shall be accepted only after they have been recommended by the department of engineering and public works to the common council and approved by the council by resolution. Subject to the approval of the council, the department my execute every trust imposed upon the use of property or property rights by deed, testament or other conveyance transferring the title of such property to the city for park, parkway, boulevard or pleasure drive purposes. (Code 1975, § 27-4)

Sec 74-7 Purchase, lease and condemnation.
Subject to the approval of the council, the department of engineering and public works shall buy or lease lands in the name of the city for park, parkway, boulevard or pleasure drive purposes within or without the city, and, with the approval of the council, shall sell or exchange property no longer required for its purposes. The city is authorized, upon recommendation of the department of engineering and public works, to acquire by condemnation in the name of the city such lands within or without its corporate boundaries as it may need for public parks, parkways, boulevards and pleasure drives. (Code 1975, § 27-5)

The City of Sheboygan Subdivision Code (Appendix C of the Municipal Code) addresses the preservation of shoreland, natural features and the dedication of park land acres to the city. The parkland dedication ordinance is discussed in more detail in the following sections.

Extracts from Appendix C of the Municipal Code of the City of Sheboygan

6.1 Preservation of Natural Features.

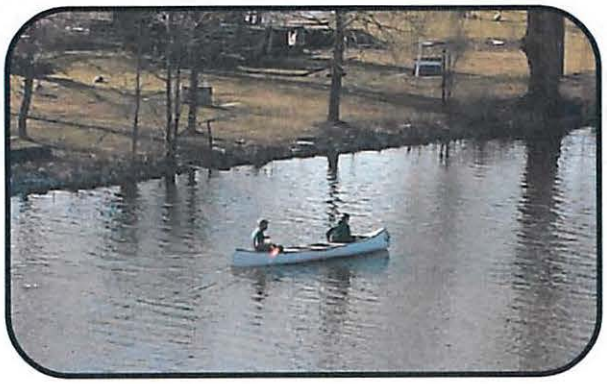
A. The Commission shall, wherever possible, establish the preservation of all natural features which add value to residential developments and to the community, such as large trees or groves, watercourses, beaches, historic spots, vistas and similar irreplaceable assets.
B. No tree, except if diseased or damaged, with a diameter of eight (8) inches or more as measured three (3) feet above the base of the trunk shall be removed unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the buildable area as established by the yard requirements of the City Zoning Ordinance.

6.2 Dedication of Lake and Stream Shore Lands.

A. The Commission shall require in every plat abutting a natural river, or navigable stream, the dedication of the lake and stream shore lands to the public.
B. The dedication of said lands shall be determined individually for each subdivision based on the conditions existing for the land to be subdivided; included but not limited to such factors as topography, erosion rates, beach conditions, flood hazards and vegetation.
C. The land to be dedicated shall, wherever possible, extend one hundred (100) feet inland from the established high watermark.

6.3 Dedication of Parks, Playgrounds and Other Open Space.

Where a proposed park, playground or other public open space shown on the Official Map or the Comprehensive Plan of the City is located within a proposed subdivision, the subdivider shall dedicate said park, playground or other open space to the City or Other appropriate public body. Such dedication shall be at the rate of one (1) acre for each thirty-five (35) lots to be created within the subdivision. Where said park, playground or other public open space is larger in area than the required dedication, the addition required land shall be made available to the City for purchase at raw land value for a period extending one year from the date of approval of the final plat.



5.2 Parkland Dedication/ Fees in Lieu Of and Impact Fees

Parkland Dedication Regulations

Many communities have developer exactions for parkland acquisition and recreational facilities development. These exactions are designed to help a growing community acquire land for new park facilities to keep pace with new residential development. As residents move into a new subdivision, they place additional stress on existing park facilities. Developer exactions, agreed upon during the subdivision review and approval period, provide land or cash or a combination of both to the City to be used for the provision of park facilities for the new neighborhood.

The City of Sheboygan subdivision ordinance (Appendix C: Subdivision Code; Subsection 6.3, Dedication of Parks, Playgrounds and Other Open Space) establishes provisions for the dedication of land for parks if this proposed park has been identified in the Comprehensive Plan or Official Map. In instances where a future park has been forecast, current regulations required the subdivider to dedicate 1 acre/35 lots. Where the park in question is too large for the number of proposed lots, the subdivider must provide adequate land for municipal purchase up to the amount required for the planned park. To be in line with State Statutes, the land dedication required needs to be rationally related to the public needs. It seems this rational is already provided in the case of Sheboygan because of the connection of the dedication to the Comprehensive Plan.

Impact Fees

Recent Wisconsin legislation (2005 Act 477) establishes new requirements for impact fees, essentially abolishing impact fee provisions unless a needs study is performed. Requirements include specific procedural requirements like requiring identification of specific projects to be completed as well as expending impact fee revenues within seven years of their collection.

Many communities collect "impact fees" at the time the building permit is issued for a new home. These impact fees can fund a variety of items including sewer and water construction, firefighting equipment, library facilities and park development. Regardless of what particular facility or service, the fee must be reasonably related to or somehow serve the new neighborhood. These fees go into a separate account to be spent on capital development of parks (or improvements to existing parks) to serve the new residents.

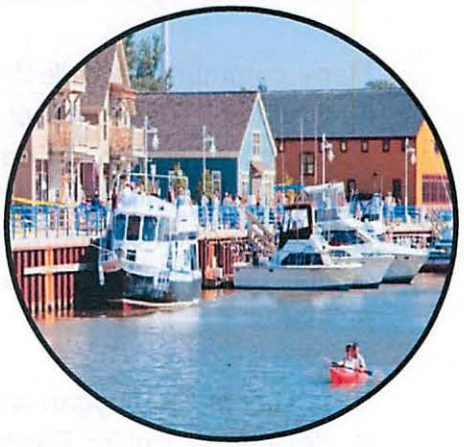
If the City of Sheboygan wishes to adopt and impact fee ordinance the City would need to develop a Public Facilities Needs Assessment that forecasts and quantifies the

collection of developer exactions. It is likely Sheboygan already develops a majority of the components necessary to justify impact fees. Examples include periodic capital improvement planning, population and household forecasting, and records related to current planning and zoning.









5.3 Grant Information for Park Acquisition and Development

The State and Federal government provides money to local governments for the acquisition and development of parks. It is important to note that most of the programs require that a local government submit to the WDNR a comprehensive outdoor recreation plan or master plan which has been approved by resolution by the submitting local government. By adopting the 2016 Comprehensive Outdoor Recreation Plan with a resolution, the City of Sheboygan has met the eligibility requirement for these grant programs until the year 2020. This section provides general information for many of the grant programs that may be used to acquire and develop local park facilities.

Wisconsin Department of Natural Resources (Federal Programs)

Land and Water Conservation Fund (LWCF)

This program allows up to a 50% grant through the Wisconsin Department of Natural Resources (WDNR). Funds can be used to develop outdoor park and recreational areas and their support facilities. Applicants compete on a statewide basis.
http://dnr.wi.gov/aid/lwcf.html

Recreational Trails Act (RTA) Program

This program allows up to a 50% grant for recreational trail projects through the WDNR. Funds can be used to development and maintenance of recreational trails and trail related facilities for both motorized and non-motorized recreational trail uses. Funds may be used in conjunction with funds from the state snowmobile or ATV grant programs and Knowles-Nelson Stewardship development projects.
http://dnr.wi.gov/Aid/RTA.html

Wisconsin Department of Natural Resources (Stewardship Programs)

Knowles-Nelson Stewardships Program http://dnr.wi.gov/topic/stewardship/grants/

- Acquisition and Development of Local Parks (ADLP)

  Funds can be used to acquire land for developing public outdoor recreation. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a regional basis.

- Urban Green Space (UGS)

  Funding is intended to provide open natural space within or in proximity to urban areas; to protect from urban development areas within or in proximity to urban areas that have scenic, ecological or other natural value; and to provide land for noncommercial gardening for the residents of an urbanized area. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources.

- Urban Rivers Program (UR)

  The Urban Rivers program aims to restore or preserve the character of urban river ways through the acquisition or development of land adjacent to rivers. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a statewide basis.

Wisconsin Department of Natural Resources (Other)

Recreational Boating Facilities

This grant can be used to fund channel dredging, feasibility studies, improvement and repair of locks, navigation aids, rehabilitation, trash skimming equipment, weed harvesting equipment and other specified construction projects. The DNR provides cost sharing up to 50% for eligible costs.
http://dnr.wi.gov/Aid/RBF.html

Surface Water Grants http://dnr.wi.gov/Aid/SurfaceWater.html

- Lake Management Planning Grant

  This grant can be used for the collection, analysis, and communication of information needed to conduct studies and develop management plans to protect and restore lakes and their watersheds. Projects funded under this subprogram often become the basis for implementation projects funded with the Lake Protection grants. There are two categories of lake management planning grants: small-scale and large-scale.

  - Small-scale are projects intended to address the planning needs of lakes where education, enhancing lake organizational capacity, and obtaining information of specific lake conditions are the primary project objectives.
  - Large-scale are projects intended to address the needs of larger lakes and lakes with complex and technical planning challenges. The result will be a lake management plan; more than one grant may be needed to complete the plan.

- Lake Protection Grants

  This grant assists with the implementation of lake protection and restoration projects that protect or improve water quality. Habitat or the elements of lake ecosystems. There are four basic Lake Protection subprograms: Land/Easement Acquisition, Wetland and Shoreline Habitat Restoration, Lake Management Plan Implementation, and Healthy Lakes Projects.

  - Land/Easement Acquisition grants are intended for the acquisition of property or property rights (easement) to protect lakes and their

ecosystems. Maximum funding amount is 75% of total project costs, not to exceed $200,000.

- Wetland and Shoreline Habitat Restoration grants are intended to protect or improve water quality or natural ecosystem of a lake by restoring adjacent degraded wetlands or tributary to lakes. Shoreline habitat restoration grants are intended to provide financial assistance, including incentive payments, to owners of developed lake front lots to re-established riparian habitat. Maximum funding amount is 75% of total project costs, not to exceed $100,000.
- Lake Management Plan Implementation grant provides financial assistance to eligible applicants that have completed a lake management plan to implement the plan's DNR-approved recommendations. Maximum funding amount is 75% of total eligible project costs not to exceed $200,000.
- Healthy Lakes Projects grants are a sub-set of Plan Implementation Grants to fund increased installation of selected best management practices on waterfront properties within the burden of developing a complex lake management plan. Maximum amount funded is 75% of the total project cost, not to exceed $25,000. Grants run for a 2 year time period.

- River Protection Grants

  This grant is intended to assist in the formation of river management organizations and provide support and guidance to local organizations that are interest in helping to manage and protect rivers, particularly where resources and organizational capabilities may be limited. This grant program protects rivers by: providing information on riverine ecosystems; improving river system assessment and planning; increasing local understanding of the causes of river problems; and assisting in implementation management activities that protect or restore river ecosystems. The River Protection Grant has three subprograms: River Planning, River Management, and Land/Easement Acquisition

  - River Planning grants are designed for collection, assessment and dissemination of information on riverine ecosystems, to assist in developing organizations to help manage rivers, to assist public in understanding riverine ecosystems, and to create management plans for the long term protection and improvement of riverine ecosystems. Maximum funding amount is 75% of the total project costs not to exceed $10,000.

- River Management grants is a cost-sharing to assist in the implementation of management activities that will help protect or improve streams, rivers, and riverine ecosystems. Maximum funding is 75% of the total project costs not to exceed $50,000.
- Land/Easement Acquisition grant is for the acquisition of all property rights (fee simple) or some property rights (easements) to protect rivers and their ecosystems. Maximum funding is 75% of the total project costs not to exceed $50,000.

Urban Forestry Grants http://dnr.wi.gov/topic/UrbanForests/grants/index.html

These grants fall into three categories: Regular grants, startup grants and catastrophic storm grants.

- Regular grants are competitive cost-share grants up to $25,000. Grants are to support new innovative projects that will develop sustainable urban and community forestry programs, not to subsidize routine forestry activities. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year.
- Startup grants are competitive cost-share grants of up to $5,000. These simplified grants are available to communities that want to start or restart an urban forestry program. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year. Only one startup grant may be awarded to an applicant per year.
- Catastrophic storm grants fund tree repair, removal or replacement within urban areas following a catastrophic storm event for which the governor has declared a State of Emergency under s. 323.10, Wis Stats. Grants range from $4,000 to $50,000. No local match is required for this grant program. Project must be completed within 365 days from governor's emergency declaration.

Urban Wildlife Damage and Abatement Control (UWDAC)

Funds help urban areas develop wildlife plans, implement specific damage abatement and/or control measures for white-tailed deer and/or Canada geese.
http://dnr.wi.gov/Aid/UWDAC.html

For information on other possible grant opportunities, please visit the DNR website at http://dnr.wi.gov/aid/grants.html.

Appendix

Appendix
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D: Sheboygan County Bike Plan –South Side
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F: Sheboygan County Ped Plan –South Side
G: CORP Community Survey Results
H: Wildwood Baseball –Project Phase and Design Map
I: Butzen Property Map
J: Willow Creek Preserve Map

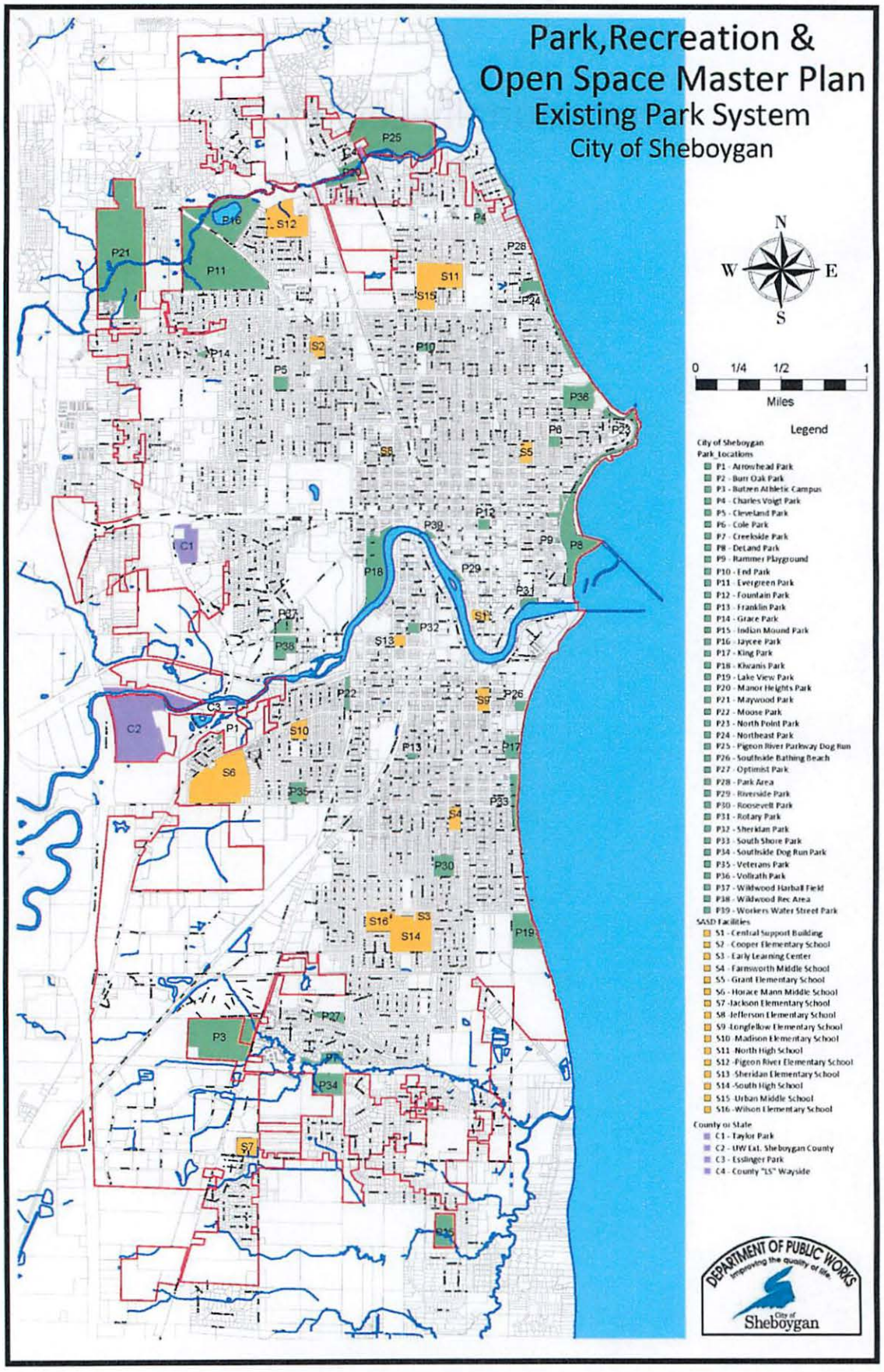
Park,Recreation & Open Space Master Plan

Location Map

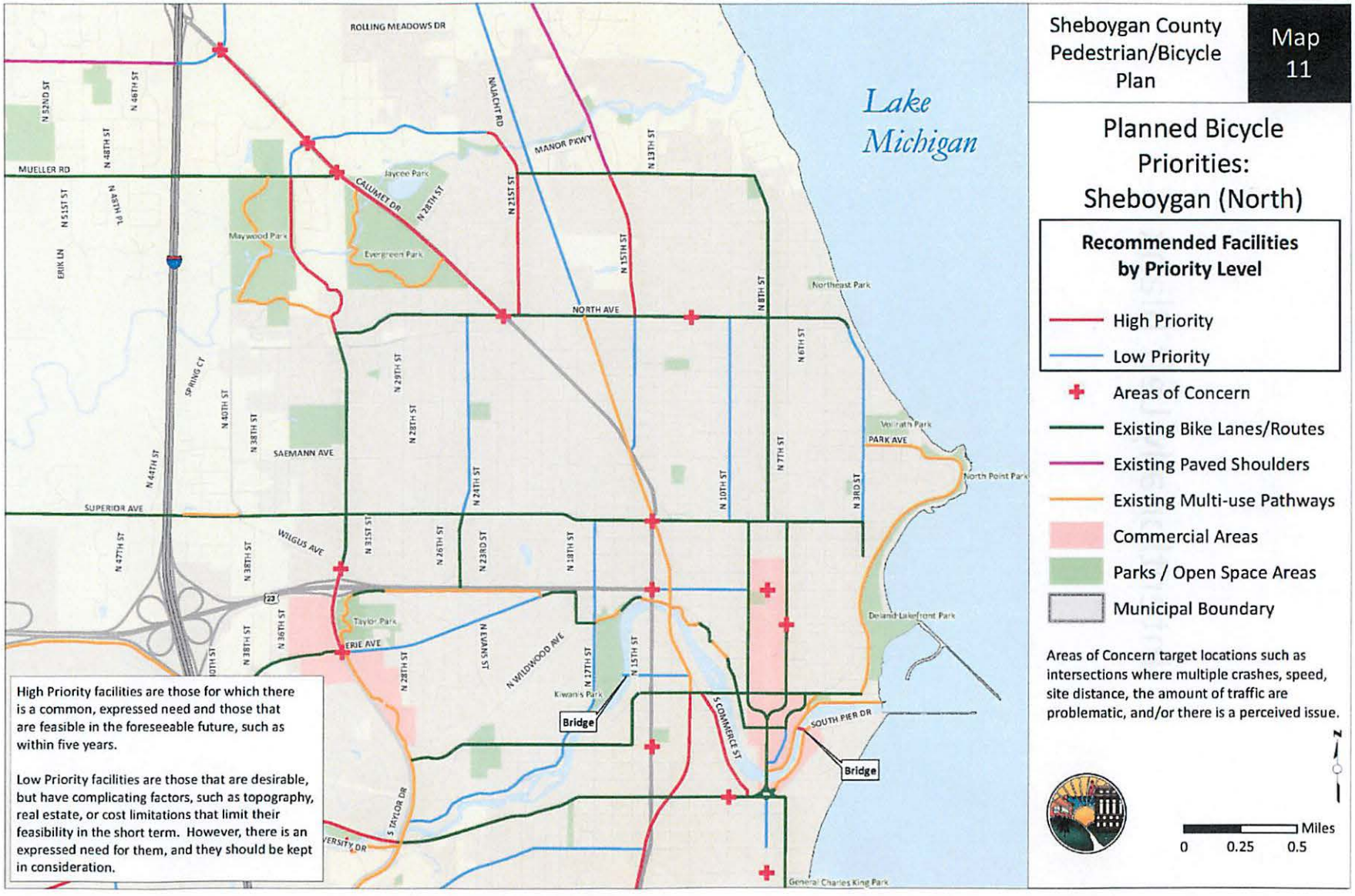
City of Sheboygan



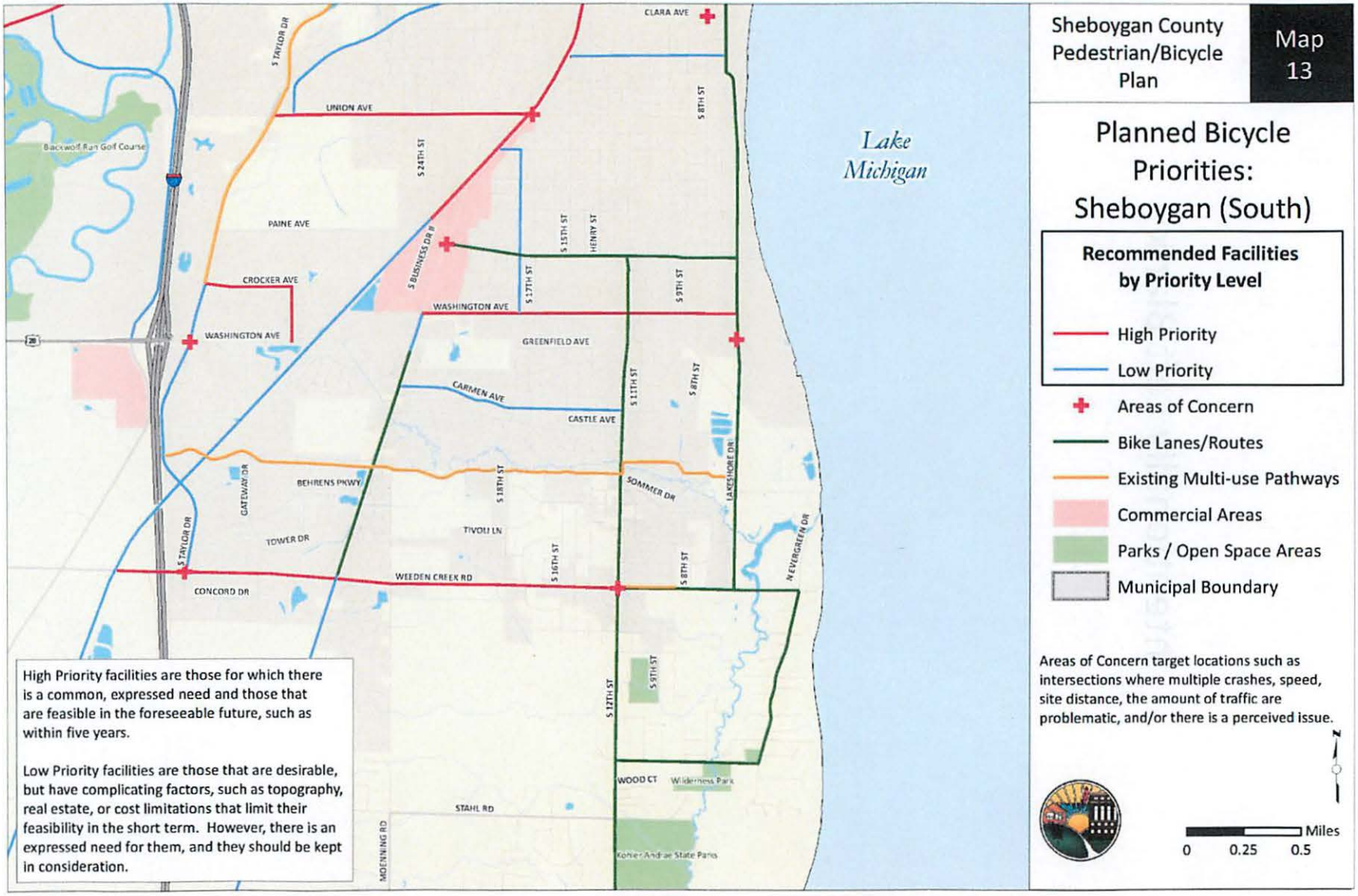
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Park,Recreation &
Open Space Master Plan
Existing Park System
City of Sheboygan
N
W
E
S
0 1/4 1/2 1
Miles
Legend
City of Sheboygan
Park_locations
P1 - Arrowhead Park
P2 - Burr Oak Park
P3 - Butzen Athletic Campus
P4 - Charles Voigt Park
P5 - Cleveland Park
P6 - Cole Park
P7 - Creekside Park
P8 - DeLand Park
P9 - Rammer Playground
P10 - End Park
P11 - Evergreen Park
P12 - Fountain Park
P13 - Franklin Park
P14 - Grace Park
P15 - Indian Mound Park
P16 - Jaycee Park
P17 - King Park
P18 - Kiwanis Park
P19 - Lake View Park
P20 - Manor Heights Park
P21 - Maywood Park
P22 - Moose Park
P23 - North Point Park
P24 - Northeast Park
P25 - Pigeon River Parkway Dog Run
P26 - Southside Bathing Beach
P27 - Optimist Park
P28 - Park Area
P29 - Riverside Park
P30 - Roosevelt Park
P31 - Rotary Park
P32 - Sheridan Park
P33 - South Shore Park
P34 - Southside Dog Run Park
P35 - Veterans Park
P36 - Vollrath Park
P37 - Wildwood Softball Field
P38 - Wildwood Rec Area
P39 - Workers Water Street Park
SASD Facilities
S1 - Central Support Building
S2 - Cooper Elementary School
S3 - Early Learning Center
S4 - Farnsworth Middle School
S5 - Grant Elementary School
S6 - Horace Mann Middle School
S7 -Jackson Elementary School
S8 -Jefferson Elementary School
S9 -Longfellow Elementary School
S10 -Madison Elementary School
S11 -North High School
S12 -Pigeon River Elementary School
S13 -Sheridan Elementary School
S14 -South High School
S15 -Urban Middle School
S16 -Wilson Elementary School
County or State
C1 - Taylor Park
C2 - UW Ext. Sheboygan County
C3 - Esslinger Park
C4 - County "LS" Wayside
DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

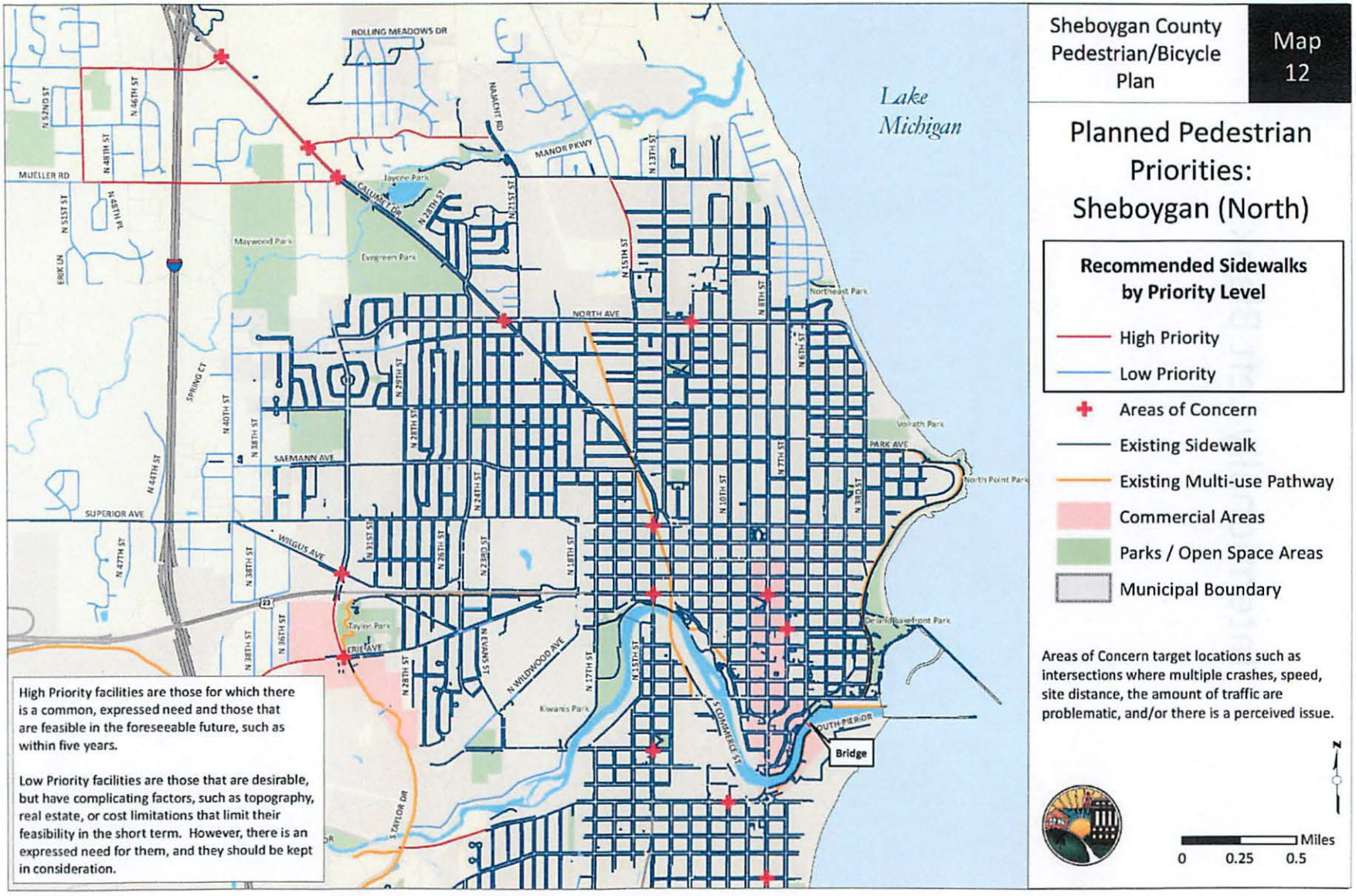
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Sheboygan County Pedestrian/Bicycle Plan
Map 11
Planned Bicycle Priorities: Sheboygan (North)
Recommended Facilities by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Bike Lanes/Routes
Existing Paved Shoulders
Existing Multi-use Pathways
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.
Lake Michigan
ROLLING MEADOWS DR
MUELLER RD
CALUMET DR
MANOR PKWY
NORTH AVE
PARK AVE
SAEMANN AVE
SUPERIOR AVE
WILGUS AVE
ERIE AVE
SOUTH PIER DR
Bridge
Bridge
Jaycee Park
Maywood Park
Evergreen Park
Northeast Park
North Point Park
Taylor Park
Kiwanis Park
Deland Lakefront Park
General Charles King Park
Miles
0
0.25
0.5

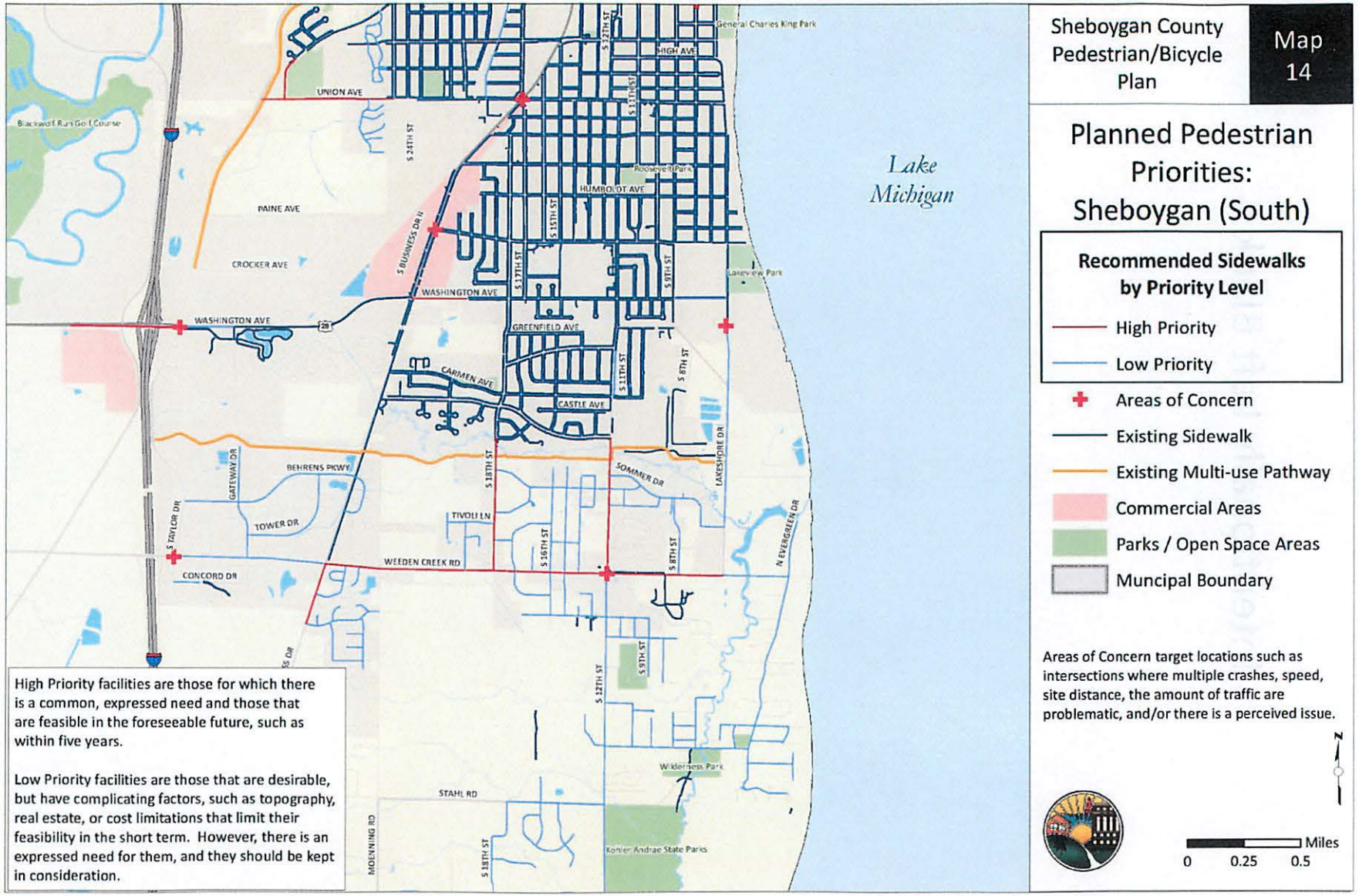
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Sheboygan County Pedestrian/Bicycle Plan
Map 13
Planned Bicycle Priorities: Sheboygan (South)
Recommended Facilities by Priority Level
High Priority
Low Priority
Areas of Concern
Bike Lanes/Routes
Existing Multi-use Pathways
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Miles
0
0.25
0.5
Lake Michigan
CLARA AVE
UNION AVE
PAINE AVE
CROCKER AVE
WASHINGTON AVE
GREENFIELD AVE
CARMEN AVE
CASTLE AVE
BEHRENS PKWY
TOWER DR
TIVOLI LN
SOMMER DR
WEEDEN CREEK RD
CONCORD DR
WOOD CT
STAHL RD
MOENNING RD
S TAYLOR DR
S 24TH ST
S BUSINESS DR 8
S 17TH ST
S 15TH ST
HENRY ST
S 9TH ST
S 8TH ST
S 11TH ST
S 18TH ST
S 16TH ST
S 12TH ST
S 5TH ST
LAKESHORE DR
NEVERGREEN DR
GATEWAY DR
Backwolf Run Golf Course
Wilderness Park
Kohler-Andrae State Park
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

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Sheboygan County Pedestrian/Bicycle Plan
Map 12
Planned Pedestrian Priorities: Sheboygan (North)
Recommended Sidewalks by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Sidewalk
Existing Multi-use Pathway
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Miles
0
0.25
0.5
Lake Michigan
ROLLING MEADOWS DR
MUELLER RD
MANOR PKWY
NAJACHT RD
CALUMET DR
NORTH AVE
SAEMANN AVE
SUPERIOR AVE
WILGUS AVE
ERIE AVE
PARK AVE
SOUTH PIER DR
Bridge
Jaycee Park
Maywood Park
Evergreen Park
Taylor Park
Kiwanis Park
Northeast Park
Volkath Park
North Point Park
Deland Lakefront Park
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
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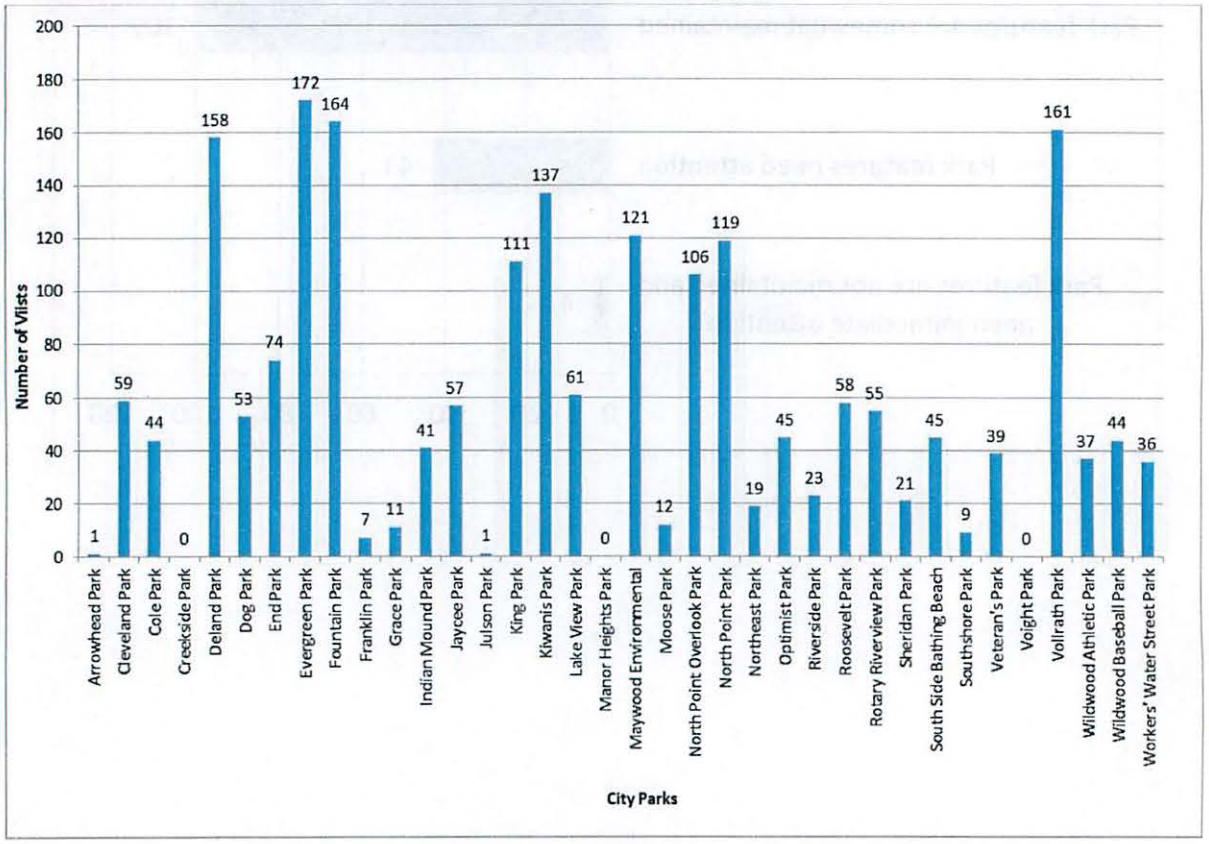

Sheboygan County Pedestrian/Bicycle Plan
Map 14
Planned Pedestrian Priorities: Sheboygan (South)
Recommended Sidewalks by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Sidewalk
Existing Multi-use Pathway
Commercial Areas
Parks / Open Space Areas
Muncipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Lake Michigan
General Charles King Park
Blackwolf Run Golf Course
Roosevelt Park
Lakeview Park
Wilderness Park
Kohler-Andrae State Parks
UNION AVE
HIGH AVE
HUMBOLDT AVE
PAINE AVE
CROCKER AVE
WASHINGTON AVE
GREENFIELD AVE
CARMEN AVE
CASTLE AVE
BEHRENS PKWY
SOMMER DR
TIVOLI LN
WEEDEN CREEK RD
CONCORD DR
STAHL RD
S BUSINESS DR H
S 24TH ST
S 17TH ST
S 15TH ST
S 12TH ST
S 11TH ST
S 9TH ST
S 8TH ST
S 18TH ST
S 16TH ST
S TAYLOR DR
GATEWAY DR
TOWER DR
LAKESHORE DR
N EVERGREEN DR
MOENNING RD
Miles
0
0.25
0.5
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

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Online Survey Results

An online survey was available for residents from February 16, 2015 through March 17, 2015 which paper copies were available upon request. During that time we received 232 responses. Below you will see the questions and the responses received from the online participants.

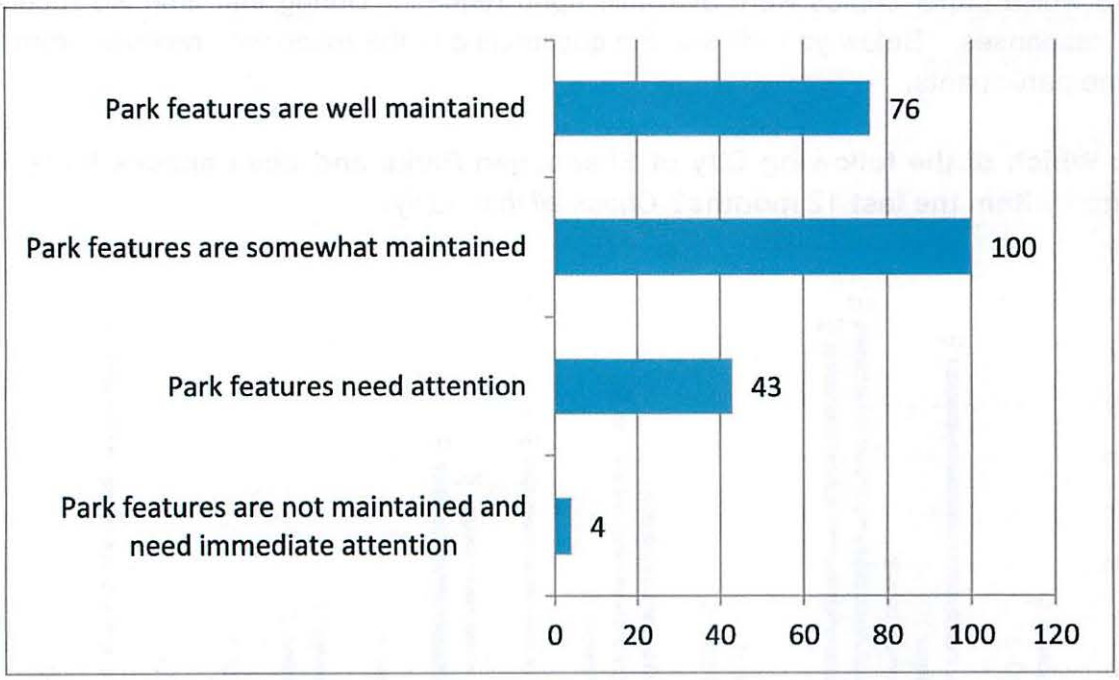
Q1: Which of the following City of Sheboygan Parks and open spaces have you visited within the last 12 months? *Check all that apply.*



Q2: How would you rate the appearance of our City Parks?

Answer Options	Response Count	Response Percent
Attractive	79	34.05%
Somewhat Attractive	126	54.31%
Somewhat Unattractive	22	9.48%
Unattractive	5	2.16%
	232	
Skipped question	**0**	

Q3: How well would you rate the quality of maintenance of our City Parks?



Q4: Identify the five most frequent outdoor activities that you have participated in during the last 12 months:

Answer Options	Response Count	Response Percent
Walking	169	76.47%
Picnicking	90	40.72%
Playground	86	38.91%
Dog Walking	71	32.13%
Bicycling	70	31.67%
Hiking	65	29.41%
Unstructured Play	60	27.15%
Wildlife Viewing	52	23.53%
Swimming	37	16.74%
Jogging/Running	35	15.84%
Fishing	35	15.84%
Baseball/Softball	32	14.48%
Camping	30	13.57%
Soccer	25	11.31%
Kayaking/Canoeing	22	9.95%
Boating (lake access)	18	8.14%
Basketball	12	5.43%
Tennis	12	5.43%
Football	10	4.52%
Martial Arts/Tai Chi/Yoga	4	1.81%
Skating/Skateboarding	4	1.81%
NA	2	0.90%
Answered	**221**	
Skipped	**11**	
Comments	**34**	

Q5: Following is a list of outdoor activities. For each please identify whether the activity is something you always, often, sometimes, or never do.

Answer Options	Always	Often	Sometimes	Never Do	Response Count
Walking	106	78	37	2	223
Hiking	28	52	90	34	204
Taking a Child to a playground	42	58	69	37	206
Exercising your dog at a park	22	26	36	115	199
Bicycling	35	52	65	49	201
Picnicking	16	48	118	22	204
Play or watch baseball/softball	17	35	70	73	195
Play or watch soccer	11	22	37	121	191
Skateboarding	0	6	10	166	182
Answered					**225**
Skipped					**7**
Comments					**19**

Q6: Identify the five most frequent type of public park facilities or amenities that you have used during the last 12 months:

Answer Options	Response Count	Response Percent
Beach Area	113	51.36%
Bike/ Pedestrian Paths	101	45.91%
Playgrounds	97	44.09%
Picnic Areas	96	43.64%
Hiking Trails	86	39.09%
Open Space	62	28.18%
Areas for Unstructured Play	56	25.45%
Sports Fields (Baseball. Softball, Football, Soccer)	52	23.64%
Wildlife Viewing Areas	51	23.18%
Dog Parks	46	20.91%
Splash Pad	36	16.36%
Disc Golf	30	13.64%
Campgrounds	25	11.36%
Boat Ramps	22	10.00%
Fishing Access Points	20	9.09%
Tennis Courts	17	7.73%
Kayaking Access Points	15	6.82%
Swimming Pools	10	4.55%
Basketball Courts	10	4.55%
Skate Park	9	4.09%
Martial Arts/Tai Chi/Yoga	4	1.82%
NA	2	0.91%
Answered	**220**	
Skipped	**12**	
Comments	**13**	

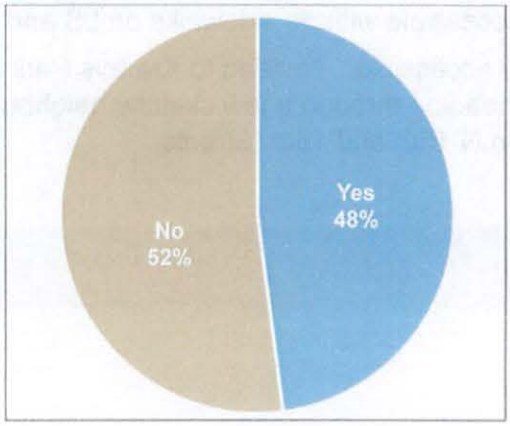
Q7: Choose the statement that best describes the variety of parks and open spaces currently available within City limits.

Answer Options	Response Count	Response Percent
City has an excellent mixture of neighborhood and community parks and open spaces serving the community.	68	31.05%
City has a good mixture of neighborhood and community parks but has some needs.	115	52.51%
City needs to address the variety of neighborhood and community parks and open spaces serving the community.	31	14.16%
City has poor mixture of neighborhood and community parks and open spaces serving the community.	5	2.28%
Answered	**219**	
Skipped	**13**	
Comments	**26**	

Q8: Identify the three most important public park facilities or amenities that you think Sheboygan needs or needs more of:

Answer Options	Response Count	Response Percent
Swimming Pools	63	29.44%
Lighting	61	28.50%
Bike/ Pedestrian Paths	58	27.10%
Playgrounds	42	19.63%
Landscaping	39	18.22%
Hiking Trails	36	16.82%
Dog Parks	36	16.82%
Picnic Areas	31	14.49%
Wildlife Viewing Areas	27	12.62%
Splash Pad	22	10.28%
Areas for Unstructured Play	20	9.35%
Campgrounds	20	9.35%
Sports Fields (Baseball. Softball, Football, Soccer)	20	9.35%
Open Space	18	8.41%
Beach Area	17	7.94%
Kayaking Access Points	17	7.94%
Fishing Access Points	15	7.01%
Tennis Courts	12	5.61%
Skate Park	11	5.41%
Volleyball Courts	9	4.21%
Disc Golf	8	3.74%
Boat Ramps	6	2.80%
Basketball Courts	6	2.80%
Martial Arts/Tai Chi/Yoga	2	0.93%
Answered	**214**	
Skipped	**18**	
Comments	**24**	

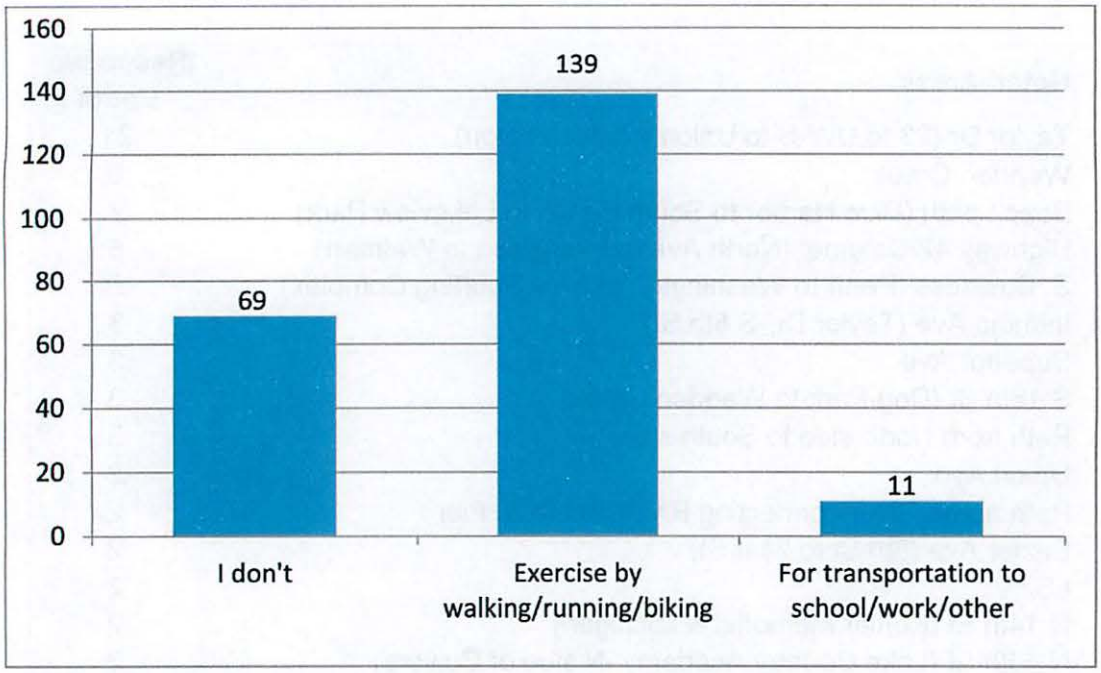
Q9: Would you like to see more small parks (pocket parks) dispersed throughout the City's residential neighborhoods?



Q10: If you live in the City limits, do you have a park easily accessible to where you live? If not, what area of the City do you live in?

Out of the 150 survey takers that answered: 132 of them had a park in near vacinity to their homes, 16 did not and 2 stated it was not applicable.	
Below are the areas that were noted:	
1) 27th and Center. No public park space within walking distance. Erie Avenue has no sidewalks on south side of street. Sidewalk on north side of street is in very poor condition and narrower than current city specs.	
2) Sommer Drive -no playgrounds within walking distance.	
3) No. We live near Done Caans. The only park within good walking distance is the dog park. We use that, but there is no playground. The closest is optimist, which is pretty far.	
4) Far north side	
5) Not for grade school & up kids. Parkwood Blvd. area	
6) No, we live on the south. Sunnyside area	
7) We do not have a Park. Live at 15xx Michigan Ave	
8) No. Pineview Heights (North Field Drive)	
9) We live between Kohler Memorial and Superior Ave. Closest parks are all near busy roads. Near St. Nick	
10) Not that close, End Park is the nearest. We are on National Ave between 8th and 9th St.	
11) Southside	
12) North Flats Neighborhood	
13) No. Fairway Drive	
14) No. We are in Pine Bluff/ White Pine Ln. area. Closest "park" is Pigeon Rover School, and not easily accessible with no sidewalks on LS and on N 21st St.	
15) I wouldn't say easily accessible. To head to Kiwanis Park means crossing some pretty busy streets and heading through a few sketchy neighborhood blocks. We live on Superior Ave between N 15th and 16th Streets.	
16) Weeden Creek Rd	
Answered	**150**
Skipped	**82**

Q11: How do you use the Bike/Pedestrian Paths in Sheboygan?



Q12: Is there an area within the City that needs a trail or sidewalk to make pedestrian travel easier and safer?

Noted Areas	Response Count
Taylor Dr (23 to UW-S to Union to Washington)	21
Weeden Creek	9
Beach path (Blue Harbor to South Beach to Lakeview Park)	7
Highway 42/Calumet (North Ave to Evergreen to Walmart)	5
S. Business (Penn to Washington to New Sporting Complex)	5
Indiana Ave (Taylor Dr -S 8th St)	3
Superior Ave	3
S 18th St (Dog Park to Weeden Creek)	3
Path from North side to South side	3
Union Ave	2
Path across river connecting Riverfront to S. Pier	2
Eisner Ave (8th St to 21st St)	2
LS	2
N 14th St (Kohler Memorial & Michigan)	2
N 40th St (Lake Country Academy -N side of Culvers)	2
All of them	2
Erie Ave	1
Mill Rd to 21st to Eisner	1
Washington St (S 18th to S Business Dr)	1
Wilgus	1
Path on South side of City	1
Path along Sheboygan River to Falls	1
Path to Oostburg	1
Plank Rd Trail to Lakefront	1
Path with few major crossings and with water view	1
N 15th St (Piggly Wiggly area)	1
S 12th St (Carmen Ave to Weeden Creek)	1
Everywhere	1
NA	25
Yes but I can recall at this time	3

Noted Repairs
N 6th Street sidewalks between Niagara & Superior
Union Ave sidewalks don't have ramps at crosswalks
Sidewalks throught the City need repair
Walkway steps from Swift Rd to Lakeshore Dr (rocks are loose)

Suggestions/Concerns
Parking lot at South side dog park
Broughton Dr Trail -Pedestrians only. Bikes go too fast
All streets should have sidewalks
Downtown -vehicles are not mindful/ patient of pedestrians or bikes
Sidewalks not shoveled -Washington Ave & S. Business Dr (Shopping Center) and Erie Ave/ Kohler Memorial Dr bridge and crosswalks

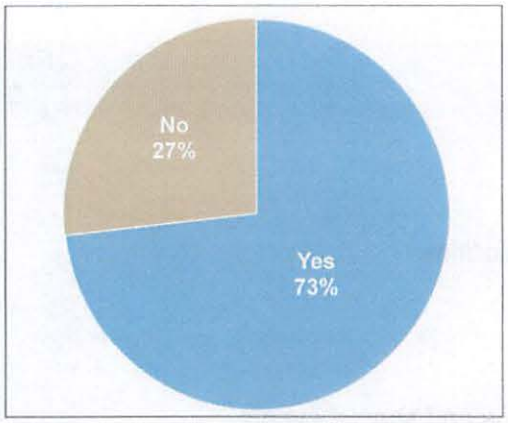
Q13: Identify all facilities or amenities you think are adequately available in Sheboygan:

Answer Options	Response Count	Response Percent
Beach Access	136	73.12%
Sports Fields (Baseball. Softball, Football, Soccer)	123	66.13%
Playgrounds	117	62.90%
Picnic Areas	113	60.75%
Boat Ramps	100	53.76%
Areas for Unstructured Play	98	52.69%
Basketball Courts	84	45.16%
Fishing Access Points	83	44.62%
Tennis Courts	81	43.55%
Open Space	73	39.25%
Bike/ Pedestrian Paths	71	38.17%
Wildlife Viewing Areas	55	29.57%
Hiking Trails	52	27.96%
Volleyball Courts	46	24.73%
Campgrounds	26	13.98%
Swimming Pools	13	6.99%
Answered	**186**	
Skipped	**46**	
Comments	**15**	

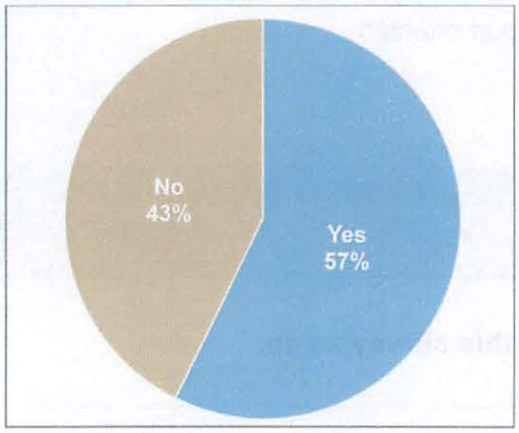
Q14: Do you believe it is very important, somewhat important, somewhat unimportant or very unimportant for the City to undertake the following tasks over the next few years?

Answer Options	Very Important	Somewhat Important	Somewhat Unimportant	Very Unimportant	Response Count
Acquire land for parks/ recreational facilities	54	90	51	16	211
Acquire land to protect open space and natural resources	92	74	33	12	211
Increase resources for park maintanance	95	91	26	1	213
Increase education about parks & open space to young people	72	95	35	10	212
Increase parks and open space volunteer opportunities	65	104	35	5	210
Diverse recreational options for all ages and abilitiy levels	105	80	19	5	209
Improve public access and parking to parks and rec facilities	63	88	51	6	208
Provide more multi-use trail networks throughout the city	89	71	39	11	210
Answered					**214**
Skipped					**18**

Q15: Do you feel safe in the City of Sheboygan's Parks?



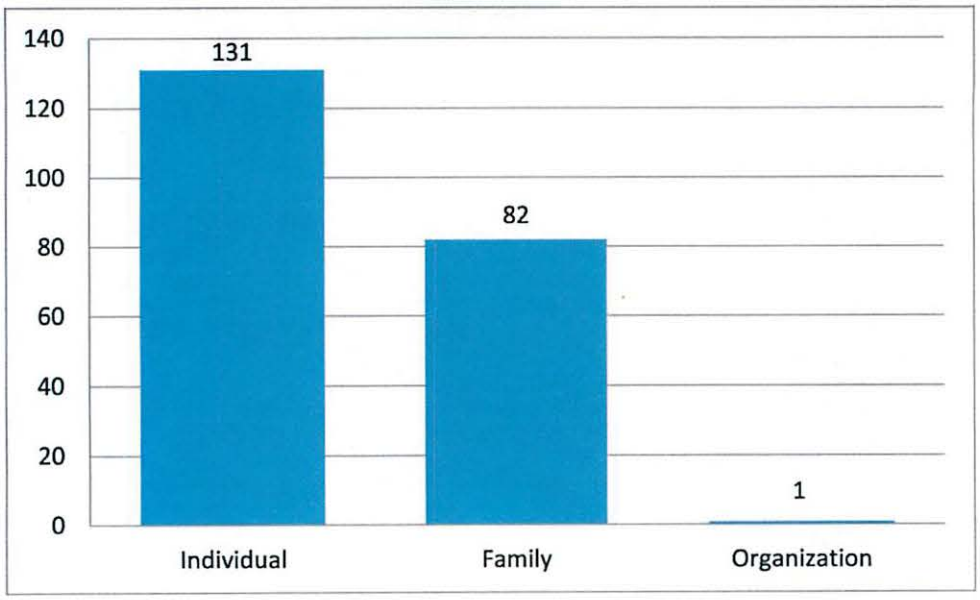
Q16: Do you feel that the City does a good job of informing the public about our parks and their rules?



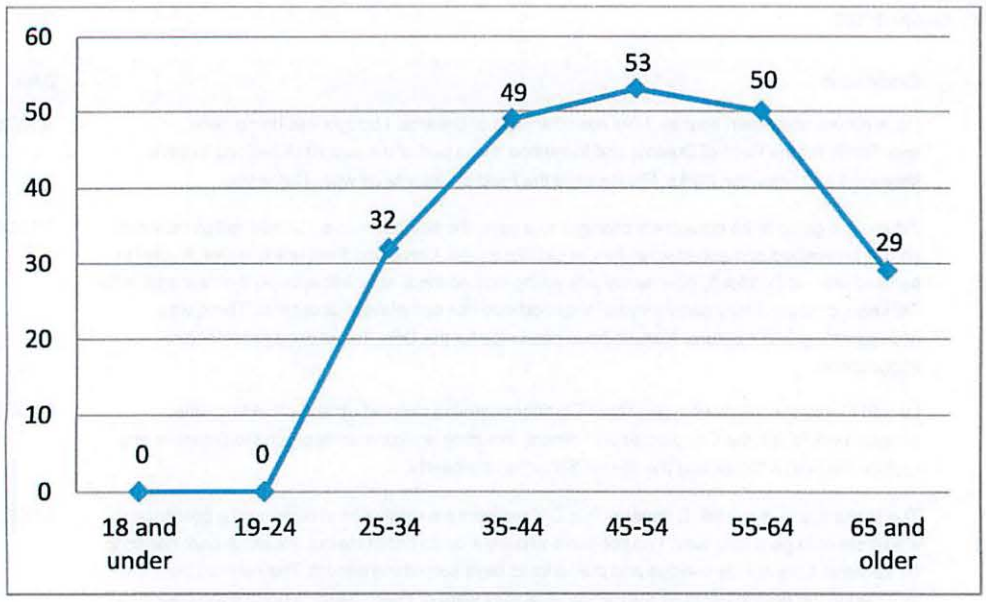
Q17: What changes, if any, would you and members of you households like to see in Sheboygan's Parks? *Check all that apply.*

Answer Options	Response Count	Response Percent
Improve lighting	108	50.94%
Improve maintenance	100	47.17%
Improve existing park facilities	99	46.70%
More trails/ paths	84	39.62%
Improve landscaping	74	34.91%
Improve or add programs and special events	67	31.60%
Improve public safety	64	30.19%
Address dog owner's needs	58	27.36%
More passive facilities -relaxation oriented	50	23.58%
Improve dog control	44	27.75%
More active facilities -sport oriented	32	15.09*%
Improve access	20	9.43%
No change needed	12	5.66%
Answered	**212**	
Skipped	**20**	
Comments	**36**	

Q18: Are you filling out this survey as an:



Q19: Age of individual completing the survey:



Q20 Additional Comments

Answered: 49 Skipped: 183

#	Responses	Date
1	I love nature and green spaces. I live near the Field of Dreams. I bought this home here specifically for the Field of Dreams and Maywood. I was part of the successful efforts to save Maywood and Sheridan Parks. Please save the Field of Dreams as well. Thank you.	3/10/2015 11:28 PM
2	If there are going to be equipment changes to a park, the neighbors in a 1/2 mile radius (at least) should be notified and asked what they would like to see. Cleveland Park is a disaster. It used to be filled with kids under 5, now hardly any young kids go there at all because all the new stuff is for 7/8 years or older. Many people in the neighborhood has complained about this. There was nothing wrong with it before. It would have been nice for the Dept. to get our opinion and/or suggestions.	3/10/2015 9:34 PM
3	I would like to see the Sheboygan River Corridor shoreline cleaned up and provide greater access. I would like the City partner with others, including environmental groups to preserve and restore the Willow Creek and the former Schuchardt property.	3/10/2015 2:48 PM
4	The Parks are nice overall. It appears that City workers are rarely see in parks and a presence would seem to go a long way. I do not skate and my kids do not skate but the skate park needs to be updated. Lots of kids use this and they should have something decent. They should be included in the design because they know what they want or need. Need to update the basketball support structures so you can actually make a basket. Time to get rid of double rims, steel nets, massive supports, etc. Lots of people play Frisbee golf - keep those areas maintained. Street medians and sidewalks need to be maintained - weeds are not landscaping. There appears to be less of a focus on maintaining these highly visible areas that leave an impression on both citizens and visitors - impressions about Sheboygan. The fire pits at Deland are a good idea - maybe consider expanding on that at other beaches. The surfing and kite surfing are cool yet there appears to have been no consideration of what their needs may be. Those are opportunities to add certain amenities that will attract more people to this area for those recreational opportunities. Still think the City has a real opportunity to make the Sheboygan River area by S. Taylor Drive and Indiana Avenue more of an attraction or nice spot to hangout and take in the nature - fishing, kayaking, wildlife viewing, biking, etc. With the bike trail going on Taylor this seems like a real natural place for a nice trail head structure of some type. Need to take in consideration ice dams and flooding. Create a whitewater rapids area in the Sheboygan River for Kayakers (see Charles City, Iowa and Wausau, WI). This was created and is not natural. https://www.youtube.com/watch?v=O8OQcrshjcI https://www.youtube.com/watch? v=KzFT032P7-g The greenspace area south of the parking circle at the end of S. Pier Drive by Blue Harbor is a real opportunity. It is boring greenspace right now. Create a cool garden or landscape area with a gazebo. Maybe local landscapers could be given small areas or plots showing off their products and what they can do. Would be a great addition and a very natural spot for photography opportunities (weddings, activity, the lake, etc.). This space should be way better. It would be nice to see more art in the community. Partner with JMKAC and gets some nice artists pieces in the parks, street medians, etc. - similar to the successful chance you took with the artists drawings on public structures. Create a beer garden in the a park. Need to be creative in obtaining money and volunteers to help make some of these nice thoughts reality. Good luck!	3/5/2015 9:34 AM
5	all in all I think the city does a good job on our parks. I would like to see a few improvements in the south side dog park but I am just happy we got a decent place to run our dogs. I wish the people of this city would pick up after there dogs at this park. could we as citizens volenteer to do work in the dog park.	3/2/2015 9:23 PM

6	A summer vending snack with hamburgers and brats near North Side Beach would do well and bring more people out. The extensive city authorized graffiti on the North Side Beach bath house should be removed ASAP.....it is an eye sore and much better intended for an inner city neighborhood. The artists that created this "art" had no idea what type of place Sheboygan is....they had no clue what would work well on that special location....it is better suited for a near North Side Chicago Bathhouse. In Sheboygan, what works well is artistry that embraces nature....residents of Chicago that come to use our North Side Beach are met with this eyesore. The simple 2 color patterns on the top sidewalk area are reasonable, but the walls are truly graffiti. Please find a way to repair this ASAP before more graffiti is spun around town. The way to inspire higher ideals is not to lower ones' standards. This includes art.	2/27/2015 7:16 PM
7	I walk my dog daily, often on lakefront paths. During the winter, however, we tend to avoid the paths on the lakefront because the salt used on the trail is not pet safe, and invariably, salt will get in my dog's paw pads and cause him pain. It's just my opinion as one person, but I can imagine that other pet owners would appreciate the city using pet-safe salt on walking trails and sidewalks.	2/23/2015 12:26 PM
8	Allowing the corporate giant, Aurora the ability to dictate how our land is being used will be taking away a nearby park as well as the natural beauty of the proposed location. As the old song goes: They paved paradise and put up a parking lot.	2/21/2015 6:01 PM
9	It would be nice to have an outdoor pool in the community.	2/21/2015 4:21 PM
10	I would like to see more Trash cans along the bike trail in the city. The parks cleaner. Lakeview park beach is unsafe for pets and family. It's so full of trash all the time. More police presence at the parks or just more officers on our streets in general!	2/21/2015 3:55 PM
11	Sheboygan is in a beautify area, with the lake to the east and ample open farmland surrounding to the north, west and south. We could (and should) be a haven for wildlife as well as human life.	2/21/2015 3:04 PM
12	I like the splash pads and parks, I think the city does a nice job with that.	2/21/2015 2:53 PM
13	Sheboygan has a lot of really nice parks, but I have noticed the grass doesn't get cut as often and upkeep seems to be lagging. I realize there have been budget cuts and we have had to cut back, but I hate to see the parks get any less attention than they do now.	2/19/2015 7:29 PM
14	Great idea doing the survey.	2/19/2015 2:27 PM
15	I hope you really listen to the people on this survey. We don't need 'new' parks - but give us better facilities at the parks we do have - AND KEEP THE PARKS YOU HAVE!!!!	2/19/2015 12:29 PM
16	The bike paths painted on the roads seem pointless and unsafe. It would be nice to have true bike/pedestrian paths for access around city. Just ideas —I think Sheboygan does a great job with its parks	2/19/2015 11:54 AM
17	I would love to see a public swimming facility in Sheboygan. The lake is too cold for small children, splash pads are boring for older kids, and there really isn't much else to do around here.	2/19/2015 9:44 AM
18	I do not get to many of the parks, but I have noticed that our small local park is geared more for school aged children and, except for some toddler swings, the equipment is awfully difficult for litter children to navigate. As equipment gets replaced or additions are made I would like to see a wider age group targeted.	2/19/2015 8:37 AM
19	DONOT SELL FIELD OF DREAMS. Aurora has enough money to build anywhere. Stop taking away our already beautiful green space for big business. Don't build anymore retail space until you fill what is already built. We want peace and calm that is better for our health than another business complex on our green spaces.	2/19/2015 7:48 AM

20	I would also like to add that I totally think the new field of dreams, aurora issue is a wonderful idea and opportunity for the city youth, not only for newer facilitys but as well as a decent football field area for the kids. I have had boys in the youth football program and the conditions at Kiwanis are not ideal for the program. Also, I live very close to the field of dreams, and while I do enjoy watching the little kids play, the parking and such is not ideal. I use geele ave on a daily basis, and w/people parking in the crosswalks, parking in the 'do not park til corner" areas, this area is just an accident waiting to happen. People continually do u turns and there are constantly kids running out between cars w/no parental supervision on geele ave. It amazes me that there has never been any serious accident at that area. I think the city would be smart to move it to a more secure safe area for all involved, especially the kids	2/19/2015 7:02 AM
21	We have some great parks that just need to be revitalized. Some new sand in the sand boxes, fresh wood chips and too bad there isn't a way to heat up the water at the splash pad a little with a solar panel or something to keep the cost down. (It can be a bit too cold for toddlers).	2/18/2015 10:32 PM
22	Using the Schucardt Farm land as a park or conservancy should be a priority for the city! This is a gem that should not be developed.	2/18/2015 3:43 PM
23	The park on Eisner and 8th street could use some work for a playground	2/18/2015 2:37 PM
24	Sheboygan has a wonderful park system for the enjoyment of all ages. The parks and recreational space have been created for that reason and hopefully not for commercial development such as medical facilities. I have lived in Sheboygan for 60 years and have seen many improvements and would like to see green space within the City remain for future generations to enjoy.	2/18/2015 1:17 PM
25	Can we do something to use the parks more in the winter? What happened to skating rinks at the parks? check out the parks in Sheboygan Falls. They are great. I leave sheboygan and take my son there a lot in the summer.	2/18/2015 1:05 PM
26	Overall, I am very pleased with the park facilities available in Sheboygan. I am however unhappy with the park in my own neighborhood because of past experiences.	2/18/2015 12:05 PM
27	The City of Sheboygan needs be more creative in how they acquire funds for supporting our parks. Government funding is drying up, so maybe we need to seek sponsorship from businesses to beautify the park system. Ideas: Creating attractions in the smaller parks, like a public rose garden (corp. sponsorship) or hosta garden or art in the park by eastern WI artists. Maybe even expand Brat Days to some of the smaller parks like it was way back when. How about car shows? Display cars in multiple parks, so folks have to travel around the city and experience something different. Many clubs look for service projects to do. Have some of the clubs adopt the parks to help beautify and do a little extra maintenance that the city doesn't have time to do. What about the garden clubs and master gardener students?	2/18/2015 11:08 AM
28	Always loved skate rinks back in Minnesota and I've seen some really nice ones around the main city square up in Wausau.	2/18/2015 10:55 AM
29	Would like to see improved baseball facilities on the south side	2/18/2015 6:27 AM
30	The playground areas are also lacking in adequate amounts of cushion/safety materials.	2/17/2015 10:40 PM
31	Thank you for providing us with this opportunity. We hope that our voices will be heard and that money will be budgeted for the improvement of the parks system	2/17/2015 9:56 PM
32	Sheboygan needs a fenced in dog run on the north side of town. I respect the leash laws and would love a place to take my dog where he can run free that is not all the way across town.	2/17/2015 9:09 PM
33	I am amazed the the quality of our parks with the small budget available to that Department.	2/17/2015 8:36 PM
34	Keep the Field of Dreams	2/17/2015 8:31 PM
35	I love Sheboygan and I love to spend time outside during all seasons. If I could pick only one thing to improve it would be the roads - it has gotten to the point where I feel I have to put my good bike on the back of the car and drive to a trail-head in order to ride my bike. I know that this is probably out of your control, but please pass the word along. Thanks!	2/17/2015 8:02 PM

36	None	2/17/2015 8:01 PM
37	The parking by End park could be addressed. If you are a resident coming out of the alley onto Los Angeles, it is hard to navigate b/c people park on both sides of it & in front of the alley exit on the south of it. So if you're coming out of the alley, there is a car in front of you, to the right & left of you & you have to squeeze through praying you don't hit anyone. It would be nice to have "No Parking" on one side or by our alley between Elizabeth & 12th. In the winter it's even worse b/c of the snow taking up space on the roads. It is also hard to see kids when it's heavily parked. Safety is a concern.	2/17/2015 7:37 PM
38	I'm betting this survey is being taken in order to justify the purchase of ten (10) new light bulbs for Vollrath park, then the city fathers can thump their chests and proclaim "See..we improved the parks!". Stop wasting time and money with silly surveys and use common sense, cut/trim the lawns and bushes, replace/repair lighting and fixtures as needed. This cities public area's are beginning to look like it's owned by an out of town slumlord...and you all wonder why we cannot get people to visit or companies to locate here.	2/17/2015 6:57 PM
39	PLEASE KEEP FOOD TRUCKS AWAY FROM OUR RESIDENCES AWAY FROM PARKS WITH PICNIC TABLES AND FRYER GRATES.....KEEP OUR PARKS QUIET AND PEACEFUL.....PLEASE	2/17/2015 6:39 PM
40	Thank you for asking the Sheboygan citizens for our opinions.	2/17/2015 6:21 PM
41	Like all the parks. although I don't use all of them due to physical limiitations, I do believe we need to get more young people out and about playing in parks. Keep them healthy and ou of trouble	2/17/2015 5:24 PM
42	Optomist Park needs more improvements. The playground area should be expanded as this is the only park in the area. Also, a public swimming pool somewhere in the city would be a great addition. The splash pad on water street is nice but too small	2/17/2015 5:13 PM
43	Thank you for your hard work. Sheboygan is a nice city to live in and raise young children.	2/17/2015 2:30 PM
44	With recent cutbacks in funding for Municipalities it is evident in the quality of care and attention to detail that CANNOT be given to the Parks and Boulevards and Tree Trimming.	2/17/2015 8:52 AM
45	The Field of Dreams is a space that is always accessible to the public. It would be wrong to allow medical buildings to be built on this space. The fancy new sports complex will not have the same level of public access if it is to be controlled by the select soccer and football clubs.	2/17/2015 5:13 AM
46	Save the Fieldof Dreams	2/17/2015 1:40 AM
47	Save the Field of Dreams for future generations!	2/16/2015 11:27 PM
48	Has anyone noticed the condition of Sheboygan's STREETS?? Whatever money you plan on spending on the parks would be better spent fixing any of the streets!	2/16/2015 6:40 PM
49	Thank you for taking the time to ask about our parks!	2/16/2015 6:14 PM

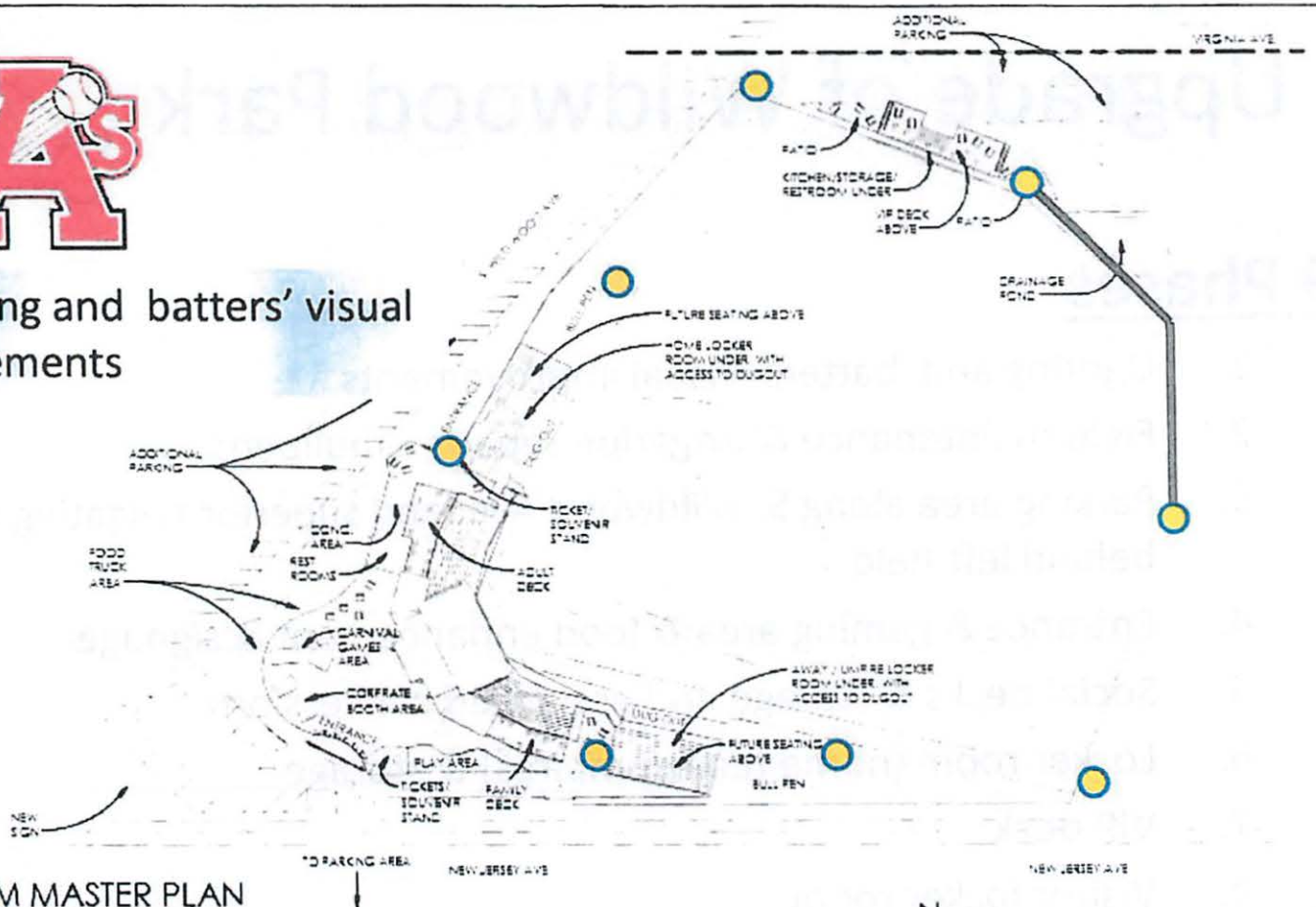
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Upgrade of Wildwood Park

9 Phases

1. Lighting and batters' visual improvements
2. Field maintenance & irrigation repairs & bullpens
3. Parking area along S. Wildwood Ave. and superior tailgating area behind left field
4. Entrance & gaming area & food enhancement & signage
5. Social decks & storage and enhanced concessions
6. Locker room (home team/umpires) & storage
7. VIP deck
8. Visitor locker room
9. FUTURE: Artificial turf; infield and then outfield.

1. Lighting and batters' visual improvements



1/14/2016

LONG TERM MASTER PLAN

WILDWOOD PARK

2275 New Jersey Ave, Sheboygan, WI 53081

PROJ. NO. 2015-79

SITE PLAN

SCALE: 1" = 60'-0"

N W E S

ABACUS



RETTLER corporation
3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482
PROJECT #: 14.072
DATE: 12-16-2014

SHEBOYGAN BUTZEN RECREATION CAMPUS
PREFERRED CONCEPT ~ 430 SPACES

City of Sheboygan
spirit on the lake

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0 0.04 0.08 0.16 Miles

N

Schuchardt Property
Proposed Trail System

- Proposed Trail with Trail Signage
- Potential Bridge Locations
- Potential Parking Area & Trail Head
- Potential Fishing Areas
- Area of Limestone Screenings - approx. 1,380 ft.
- Conservation Area - approx. 132.6 acres



Possible Trail Sign



Possible Bridge Design

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II

R. O. No. ____ - 15 - 16. By BOARD OF MARINA, PARKS AND FORESTRY.
April 18, 2016.

Your Board to whom was referred a copy of Res. No. 174-15-16 by Alderperson Belanger adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan met and discussed and recommends that the Resolution be passed.

Consent

Bd. of Marina, Parks & Forestry

III

6.11

Res. No. 174 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan.

WHEREAS, the City of Sheboygan, County of Sheboygan, State of Wisconsin, has requested the development of the City's Comprehensive Outdoor Recreation Plan, and

WHEREAS, the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 provides an assessment of the recreation facilities and needs in the City, and

WHEREAS, adoption of the plan is a requirement for the City of Sheboygan to become eligible, and remain eligible for five years, for certain recreation grant programs administered through the Wisconsin Department of Natural Resources and other state/federal agencies.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves and adopts the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 as the approved outdoor recreation plan for the City of Sheboygan.

Park WKG, Bd of Mana, Parks Director, City Plan

approve

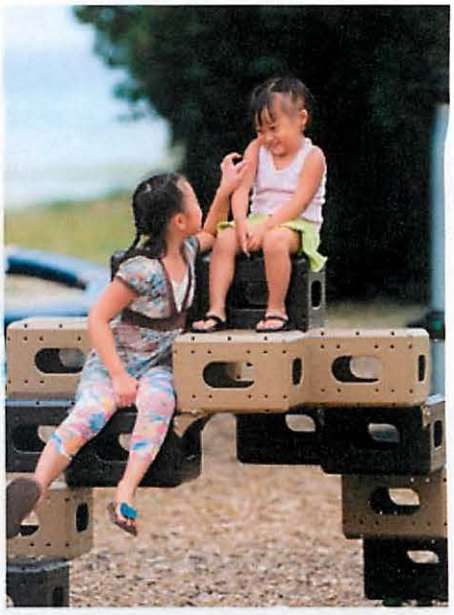
_____

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

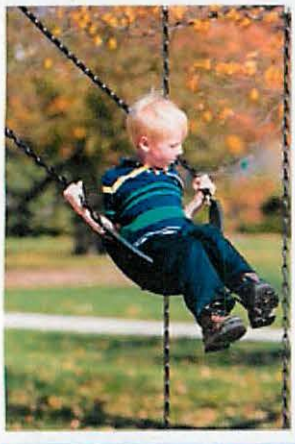
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

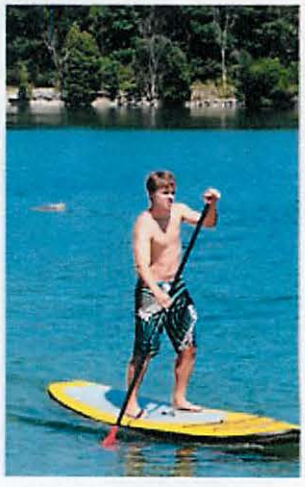
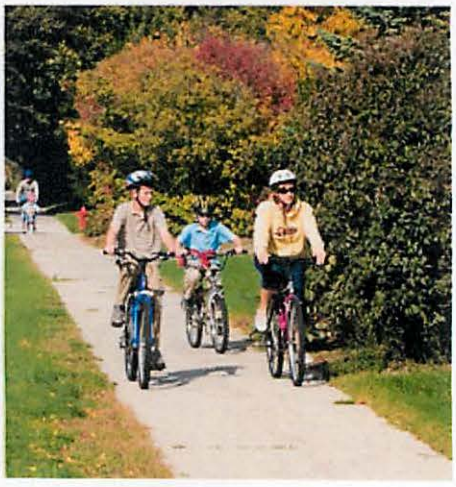


City of Sheboygan
Comprehensive Outdoor Recreation Plan
2016-2020





CITY OF SHEBOYGAN
COMPREHENSIVE OUTDOOR RECREATION PLAN

Mayor Michael Vandersteen
Chief Administrative Officer James Amodeo

Common Council

Alderperson John Belanger	Alderperson Todd Wolf
Alderperson Roman Draughon	Vacant
Alderpreson Rosemarie Trester	Alderperson Mike Damrow
Alderperson Billy Thiel	Alderperson Julie Kath
Alderperson Mark Hermann	Alderperson Bryan Bitters
Alderperson Don Hammond	Alderperson Susan Lessard
Alderperson Joseph Heidemann	Alderperson Jim Bohren

Board of Marina, Park & Forestry Commissioners

Alderperson John Belanger	Gerald Jones
Jody Brooks	Charlie Conrardy
Dennis Wield	Marge Mattern
Michael Froh	Roger Lahm
Sarah Schwefel	Joe Kerlin
Chris Marx*	Sgt. Ryan Schmitt*
David Biebel*	

*Non-voting members

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SECTION 1: INTRODUCTION

1.1 Purpose and Scope

Park and recreational planning has become an essential part of comprehensive community planning. Parks, recreation and leisure time facilities are provided by various public, quasi-public and private agencies and companies for use during people's leisure time. Emphasis on physical fitness and the need to find relief from the pace of life in urbanizing communities have underscored the need for expanded recreational facilities. As a community grows, parks function as the focal point for community aesthetics. They also serve as important habitats for urban wildlife and as laboratories for environmental and conservation education.

Recreational preferences may vary from individual to individual; however, recreation occupies a necessary and significant place in every person's life. It includes both mental and physical exercise, personal and interpersonal experience, and self-provided and socially observed entertainment. Recreation will be viewed in this report as including recreational activities conducted outdoors.

This report views outdoor park and recreation facilities as part of a system serving diverse functions for all members of the community. A park is not a single-use facility serving only limited groups in the community. Rather, it provides diverse outdoor recreational opportunities for all ages and all social groups. In viewing the parks as part of a system, issues such as access, neighborhood aesthetics and multiple uses of environmental resources are elements of park planning.

The primary purpose of the Outdoor Recreation Plan for the City of Sheboygan is to guide the preservation, acquisition, and development of land for park, recreation, and related open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resources base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities.



1.2 Executive Summary

The City of Sheboygan intends to continue its tradition of providing top-quality, outdoor recreational opportunities for its residents. As the City and neighboring areas continue to grow, the demand on existing programs, facilities and park areas are anticipated to grow proportionally. In addition, these growth pressures will create additional land use demands that could encroach upon isolated natural areas without adequate planning and preservation efforts.

In short, this plan emphasizes the following:

- Expansion, enhancement and development of existing parks, parks facilities and open spaces.
- Preservation and improved access to the rivers and lake shoreline of Sheboygan.
- Development and preservation of natural corridors and parkways.
- Continued development of City's system of trails and sidewalks to connect natural areas and recreational opportunities within the city.



1.3 History of Sheboygan Parks

Excerpts from "*A Brief History of the Evolution of the City of Sheboygan Parks*" by Mary R. LeMahieu, City of Sheboygan, Planning & Development Commission

Over the years, the City of Sheboygan has developed a reputation for being a city of family oriented, community-minded people. This is clearly reflected in the evolution of Sheboygan's park from as early as 1836 when the Original Plat of Sheboygan was drawn and two parcels of land were set aside as public squares. Over the years, as the population and the area size of the City expanded, so did the number of parks and publicly-owned lands to the city-wide system of parks which exists today.

The two public squares of the Original Plat are known today as Fountain Park and Sheridan Park. Overtime, individual citizens contributed money toward this pursuit, and in 1912, A.D. Deland and Mary Deland, his wife, donated 12 city lots of lakefront lands to be used for public park purposes. Thus, Sheboygan realized the tangible beginnings of Deland Park.

Other donations of lands for public park purposes included the land for End Park by George End and Anna Marie End, his wife, in 1899 and 1904; the land for Cole Park (originally known as Children's Park) by George C. Cole and Anna M. Cole, his wife, in 1908; the land for Vollrath Park by the heirs of the late Jacob J. Vollrath (founder of the Vollrath Company) and Elizabeth Vollrath, his wife, donated in 1917.

More recent contributions of land to the city of public park purposes by individual citizens include the 1969 donation of land for Charles Voight Park, the 1969 donation of land and funding for the development of Grace Park, the 1974 donation of land and buildings of the Elwood H. May property, and the 1979 donation of the land for the Creekside Conservancy Area. Also in 2006 and 2007, land additions were gifted to expand the Maywood program via building additions and land. Art and Carol Butzen's farm was donated by Carol in 2014 for use of a park.

Some of the parks which have been developed or upgraded by community service organizations with family and community betterment in mind are Kiwanis Park, for which the initial donation of land was made to the city in 1924 by the Kiwanis Club; Indian Mound Park, the preservation of which was made possible largely through the efforts of Sheboygan Area Garden Clubs; sponsored by the Town and Country Garden Club and presented to the City in 1960; Jaycee Park (the Old Sheboygan Quarry Property) which was upgraded and redeveloped by the Sheboygan Jaycees during the 1960s and 1970s; Fountain Park, with its Bicentennial Fountain for which funds have been raised by a number of community service organizations; the Wildwood Recreation Area also known as Wildwood Athletic Park.

Local service organizations continue to play an active role in the acquisition and development of the park system. In 1987, the Sheboygan Rotary Club was instrumental in the development of Rotary Park along the Riverfront and the Optimist Clubs of Sheboygan purchased land on the south side for Optimist Park.

In the 1990's, land was acquired along the riverfront north of Pennsylvania Bridge and some was set aside for the present Workers Water Street Park and the future park development.

The complete report of the "Historical Development of City of Sheboygan Parks", August 1980, contains a brief history of each Sheboygan park site and is on file in the City of Sheboygan Planning Department.

Since 1932, when the Community Recreation Department (formerly known as the Department of Public Recreation) was officially placed under the jurisdiction of the Board of Education, the department has provided residents of all ages with programs and facilities that help meet the leisure time needs of the community.

Guided by the Board of Education Statement of Purpose, which in part states that "the district should provide activities for leisure and lifelong learning", the Recreation Department strives to provide individuals with opportunities to continue to seek wholesome recreation experiences throughout their lives.

Every attempt is made to provide people of all interests with some form of recreational activity, whether that activity is sponsored independently by the Community Recreation Department of through on of the many co-sponsored or affiliated groups that make use of school facilities. The cooperative approach to programming goes a long way in meeting the community needs.

The Community Recreation Department maintains all soccer, baseball, and softball facilities on school property, and marks the football and soccer fields for the recreation programs in the city parks. In cooperation with the school administration, maintenance staff and Park Department staff both indoor and outdoor facilities are prepared and available to all residents.

Citizen's use of school facilities is a reality in Sheboygan. Through the combination of school and park facilities, a maximum utilization of community resources is gained for the benefit of the entire community.

1.4 The Comprehensive Outdoor Recreation Plan Goals and Objectives

The initial task in preparing any type of planning document includes the formulation of a series of goals and objectives that outline the City's intent throughout the planning process. These goals and objectives will serve as a guide for the City to follow in providing a desirable community-wide park and recreation system.

Definitions:

Mission Statement: The overall purpose of the park system and reason for the recreation provision.

Goal: A broad statement of direction and purpose. A goal should be based on the stated needs of the community. A goal should be long-range and timeless as well as idealistic.

Objective: Defined as a quantifiable aim within a limited time frame. Objectives should be derived from state goals, quantifiable, specific and within a limited time frame.

A goal provides the City with its long-term destination; objectives act as mile markers along the way. All recommendations listed in the plan are specifically designed to address the goals and objectives listed here.

Example of a Goal and Objective:

Goal: Ensure open space and recreation activities and programs are designed to meet the special needs of all residents.

Objective: Convert all existing restrooms in the parks to accessible restrooms by the year 2020.

City of Sheboygan Park and Forestry Department Mission Statement: *The City of Sheboygan Parks and Forestry Division's mission is to provide the City of Sheboygan with quality of life enhanced by providing parks, open space and recreational facilities for all age groups and interests.*

City of Sheboygan Park and Forestry Goals and Objectives

Goal: Maintain an adequate amount of active and passive recreational lands to meet current and future recreational needs.

Objectives:

- Acquire additional lands for active and passive recreational use based on current demands, demands created by increasing populations and environmental significance of the land.
- Continue to acquire land to provide trails and greenway connections through out Sheboygan.
- Acquire 10.5 acres of land suitable for active recreation for every 1,000 residents.
- Acquire lands suitable for park and recreation use by explicitly stating acceptable characteristics of land in the parkland dedication ordinance.

Goal: Ensure that open space, recreation facilities and programs are designed to meet the special needs of all residents.

Objectives:

- Provide for barrier-free access in all new park facility construction and play areas.
- Achieve compliance with accessibility requirements in existing facilities by 2020.
- Encourage participation of senior and disabled citizens at park and recreational meetings and in recreational programs.
- Comply with the Americans with Disabilities Act as it applies to communication between the Parks and Recreation Department and the public.

Goal: Coordinate subdivision review with all departments responsible for providing or maintaining adequate park facilities.

Objectives:

- Consult and incorporate the needs identified in the Comprehensive Park, Recreation and Open Space Master Plan before subdivision plats are approved.
- Evaluate land dedicated for parks to differentiate between land appropriate for active park use, land appropriate for open space only, and land requiring protection from development. Land requiring protection form development should be protected via the zoning ordinance.
- Continually evaluate and update the subdivision ordinance so that it adequately addresses the recreational needs of City residents.

Goal: Coordinate development efforts and the use and maintenance of recreational facilities between the City of Sheboygan, the City of Sheboygan School District, and appropriate recreation associations.

Objectives:

- Continue cooperative City/School/Sport Association development projects to help improve and expand recreational opportunities throughout the community in a cost-effective manner.
- Develop formal use/revenue/maintenance agreements between the City, school district, and public recreation associations to help operate and maintain public recreation facilities in the City.

Goal: Stress the benefits of larger neighborhood and community parks that provide a wide range of facilities over the development of small playground and tot-lot facilities.

Objectives:

- Analyze the location, size and function of existing and proposed parks as annexations, residential development or land use changes occur.
- Use park service area criteria to help determine the location of future park sites.

Goal: Provide residents with safe and reliable recreation equipment throughout the City park system.

Objectives:

- Continue funding the replacement of old and deteriorating recreation equipment at all City parks.
- Continually monitor and maintain existing park equipment to ensure its longevity and safety.

Goal: Use all available resources to further enhance the quality of the City's park system.

Objectives:

- Continually pursue state and federal funding programs, which can aid in the purchase and/or development of desired park system improvements.
- Nurture the existing positive relationships with public and private organizations for donations and volunteer help to aid in park system development.
- Update the City's Comprehensive Outdoor Recreation Plan every 5 years to maintain grant eligibility.

- Pursue the development of revenue generating recreational facilities and activities, which can aid in the development of new facilities and/or the maintenance of existing facilities.

Goal: Recognize the importance of an adequate park budget, which can financially address existing park hazards and allow for future parkland acquisition and facility development.

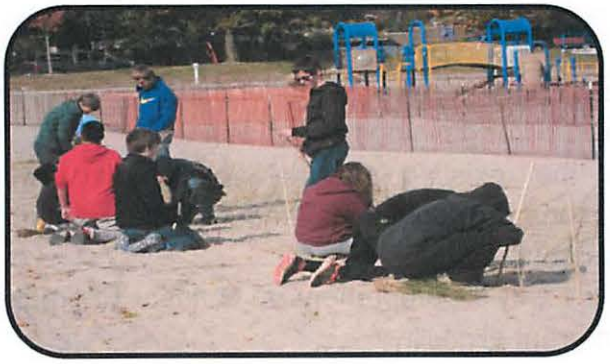
Objectives:

- Use the Comprehensive Outdoor Recreation Plan's Capital Improvements Program as a guide to establish yearly park budgets.
- Invest funds for the development of facilities that will maximize existing park and recreation areas and provide exciting recreational programs, with the intention of increasing park use.

Goal: Recognize that the public lands owned and managed by the City present an opportunity for the City to practice good environmental management and demonstrate sustainable land management practices. Of particular importance is the management of river and lakefront resources.

Objectives:

- Maintain Sheboygan's status as a TREE CITY USA.
- Follow the City's tree and EAB Management Plan to provide a healthy urban forest.
- Focus maintenance efforts on invasive species such as phragmites (Common Reed Grass).
- Work with Public Works to have the parks serve as storm water management tools while not compromising the recreational opportunities offered by the parks.
- Practice excellent erosion prevention along the river and lake shorelines to protect the park land and serve as demonstrations for other shoreland owners.



1.5 Community Recreation Department Goals and Objective

The Sheboygan Area School District, with other community agencies, shares in the responsibility of promoting and developing the general physical, mental, and emotional well-being of the citizenry and in the responsibility for the formation of community attitudes towards leisure time activities.

To this end of Sheboygan Area School District has created the Community Recreation Department whose purpose is to serve as a catalyst in the development, initiation, coordination and the support for a variety of leisure time activities and facilities for residents of all ages. To fulfill this purpose the Community Recreation Department established the following goals:

Mission Statement

In the interest of lifelong enrichment, the Sheboygan Area School District Community Recreation Department serves and supports the community through development, initiation, coordination, and support of a variety of recreational activities and facilities for people of all ages.

Vision Statement

Celebrating the past, embracing the present, and planning for the future through diversity and excellence.

Goals

- Address expanding programs by determining who is supposed to offer what programs and services with special attention to staffing challenges and funding.
- Improve cooperation between SASD and CRD in scheduling, coordinating, supervising and maintaining facilities.
- Seek financial support using non-tax-based revenue sources.
- Continue program and departmental marketing efforts with special attention given to improving internal and external public relations and education regarding the role of the department.
- In cooperation with the SASD and City of Sheboygan Park Department, implement green space and facility expansion recommendations as outlined by previous SASD, CRD, and City of Sheboygan plans with emphasis on provisions for facility maintenance.
- Adjust current programs and develop new programs to meet the future needs of the public.
- Develop and implement a department-wide equipment replacement plan and budget (including the fitness facilities).

1.6 Inventory of Existing Parks, Classifications and Descriptions

Neighborhood Parks:

- Charles Voight Park 2.86 acres
  This park is located in the north central corner of Sheboygan and offers a small playground.

- Cleveland Park 4.41 acres
  This park is located on the north side of Sheboygan and has new playground equipment, a new rentable shelter building, restroom, basketball courts, and open space.

- Cole Park 2.5 acres
  This park has playground equipment, a paved trail with lights through the park, open space and a small non-rentable shelter.

- End Park 3.47 acres
  This park has a rentable park shelter, restroom, playground equipment, open space and a splash pad.

- Franklin Park 1.4 acres
  This small park is located on the south side of Sheboygan and offers playground equipment, basketball hoop and open space.

- Grace Park 1.13 acres
  This small park is located on the northwest side of Sheboygan and offers playground equipment.

- General King Park 6.5 acres
  This lakefront park is located on the shores of Lake Michigan. It offers a beach, playground equipment, an enclosed rentable shelter, restroom, and picnic area.

- Moose Park 3.9 acres
  This long narrow park stretches between Indiana Avenue on the north and Georgia Avenue on the south. It has tennis courts, playground equipment, and open space.

- Northeast Park 12.0 acres
  This lake shore park has trees, open space, soccer goals and park benches as well as access to the lake front.

- Optimist Park 5.0 acres
  This park is located north of Carmen Ave and west of South 18th Street. There is a rentable shelter, restrooms, playground equipment, and a youth baseball and soccer field.

- Riverside 5.67 acres
  This park is on the east side of the river on N. Water St. It offers a Riverwalk, half basketball court, benches, sand volleyball court, and playground equipment.

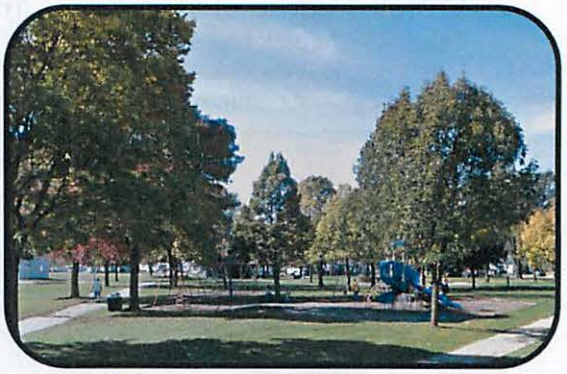
- Roosevelt Park 9.47 acres
  Roosevelt Park has a rentable enclosed shelter, restroom, playground equipment, basketball court, tennis courts and two softball fields.

- Sheridan Park 2.62 acres
  This midtown park has playground equipment, rentable shelter, splash pad, restrooms, and park lights.

- Veteran's Park 7.45 acres
  This park offers a rentable shelter, restroom, playground equipment, tennis courts, basketball hoop, two softball fields and open space.

- Worker's Water Street Park 2.81 acres
  Worker's Water Street Park is located along the Sheboygan River on Water Street. On hot days, families with young children enjoy the splash pad and cool off. The Urban Bike Trail also passes through the park. In addition, restroom facilities, picnic tables and play equipment are available.


Franklin Park


End Park

Community Parks:

- Deland Park 23.21 acres
  Centrally located on the shores of Lake Michigan; Deland Park is in the heart of the Harbor Centre district. The park includes picnic area, playgrounds, tennis courts, a pier and beach; festival grounds and parking. The marina includes boat storage and launches. The Lakefront Trail can be accessed from here.

  Deland also offers three shelters that can be rented by the public for private events. Two are enclosed shelters known as Deland Community Center (901 Broughton Dr) and the Deland Home (1107 N. 4th Street) and the third one is known as Richardson Shelter which is an open shelter.

- Evergreen Park 98.2 acres
  Evergreen Park gets its distinct character from the many acres of white pine trees towering over 100 feet tall. The tree canopy and cool shade make this a perfect location for a picnic. Playgrounds equipment, open space, picnic areas, five rentable shelters with restrooms also add to the appeal of Evergreen Park. Mountain bike, hiking, and lighted cross-country ski trails traverse the park and connect with the area trails at Maywood, Jaycee and Pigeon River Corridor.

  Evergreen Park is also home to Making Spirits Bright, Sheboygan's Christmas lights show.

- Jaycee Quarry Park 38.29 acres
  Located on Sheboygan's northwest side, Jaycee (Quarry) Park is home to a spring-fed swimming area on the site of a former limestone quarry. In the summer, the Quarry Beach Adventure Park offers outdoor waterpark activities for families. In addition, the park provides picnic areas including a shelter, playground equipment, 18 hole disc golf course, hiking trails, and fishing opportunities.

  Jaycees also offers the Quarryview Center, which can be rented from September 1 to May 31 of each year.

- Kiwanis Park 30.5 acres
  Home to Sheboygan's Brat Day and other summer festivals. The park offers fishing, one baseball diamond and two softball fields, playground equipment, basketball court, archery range, picnic areas, two rentable open shelters (Area 8) and an enclosed rentable shelter along with restrooms.

- Lakeview Park 18.6 acres
  This lakeside park offers playground equipment, beach dog run, a rentable shelter and restrooms with a view of Lake Michigan.

- Vollrath Park 16.13 acres
  This lakeside park has a rentable shelter and restrooms, playground equipment, basketball court, tennis courts, Wisconsin's oldest disc-golf course and picnic area. Vollrath Bowl is the location of the annual joint commencement ceremonies for North and South High Schools.


Kiwanis Park


Deland Park

Conservancy Parks:

- Arrowhead Park 1.0 acre
  This one acre parcel is densely wooded and it has no park facilities. It is located off of end of Rammer Circle just north of Horace Mann Middle School.

- Bur Oak 35.0 acres
  This wooded park is located west of Maywood with a conservation easement through Glacial Lakes Conservancy. The Park will be governed by Maywood and used mainly for outdoor education.

- Creekside Park 7.47 acres
  This is a conservancy park made up mostly of wet/low areas.

- Manor Heights 11.6 acres
  Situated on the north bank of Pigeon River, Manor Heights is an unimproved conservancy area.

- Elwood H May Environmental Park (Maywood) 139.75 acres
  This conservancy park is made up of forest, ponds, an arboretum, wetlands, prairie, river way, Maywood Environmental Center, and three nature trails (woodlands, wetlands, and prairie). The trails function as cross-country ski trails in the winter.

- Julson Park 2.15 acres
  This small park is located on the north shore of the Sheboygan River. It has a picnic table and is mostly maintained by the manufacturing plant located adjacent to the park.


Maywood Environmental Park


Manor Heights

Special Use Parks:

- Butzen Property 56.79 acres
  This property was owned by Art and Carol Butzen and was donated to the City of Sheboygan in 2014. The plans for this park include: youth soccer fields, football fields, walking paths, shelters, concession areas, and playground equipment.

- Fountain Park 2.62 acres
  This downtown park hosts the farmer's market and concerts throughout the summer. It also contains war memorials and a bi-centennial water fountain that offer an historical perspective.

- Indian Mound Park 15.48 acres
  This park is home to 18 animal and free-form effigy burial mounds. Builders were nomadic Native Americans living between 500 and 1000 AD. A walking path complete with self-guided tours provides easy viewing. The park also has a boardwalk nature trail through the wetlands that demonstrates foliage of northern hardwood province.

- North Point 20.8 acres
  This long linear park encompasses the lake shore from Lincoln Avenue to the north end of Deland Park. It offers views of the lake, benches and walking opportunities.

- North Point Overlook 2.0 acres
  This park overlooks Lake Michigan and is connected to North Point by shared use pathways.

- Rotary Riverview 2.0 acres
  This park fronts the river on the north side lying just south of Pennsylvania Avenue. It offers a Riverwalk, picnic area, a small shelter, restrooms, and views of the river and harbor.

- Southshore Park 4.0 acres
  This lake shore park extends from High Avenue on the north to Ashland Avenue on the south and offers swimming, walking, sun bathing and is a popular area for kitesurfing.

- Wildwood Athletic Complex 12.06 acres
  This softball complex has 3 softball fields and hosts all the Sheboygan softball league play. The park has numerous support facilities such as concession stands, restrooms, shelters, playground equipment and picnic tables.

- Wildwood Baseball 5.2 acres
  The baseball diamond is located across New Jersey Avenue from the softball park and has its own concession stand and restrooms. This is the home of the Sheboygan A's baseball team.



Fountain Park



Southshore Park

Table 1.1: Sheboygan Park System Existing Facilities

				Passive Areas								Trails			Informal Active Games					Hard Surfaced Courts			Seasonal					Other			
Designation	Acreage	Facility	Undeveloped	Beach/Riverfront	Disc Golf	Play Equipment	Picnic Shelter (For Rent)	Picnic Area	Open Space	Enclosed Park Shelter	Biking/walking	Hiking Trails	Mountain Biking Trails	Soccer	Softball	Baseball	Football	Sand Volleyball	Basketball	Tennis	Skateboard Area	Swimming	Splash Pad	X-Country ski/snowshoe	Fishing Area	Boat Access	Dog Friendly	Restrooms	Porta Potties	Parking Areas
NP	4.41	Cleveland				X	X	X	X										X									X		
NP	2.5	Cole				X		X	X																				X	
NP	3.47	End				X	X	X	X														X					X		
NP	1.4	Franklin				X		X	X										X											
NP	1.13	Grace				X		X	X																					
NP	6.5	King		X		X		X	X	X								X				X						X		
NP	3.9	Moose				X		X	X										X	X										X
NP	12	Northeast		X					X					X																
NP	5	Optimist				X	X	X	X					X														X		
NP	5.67	Riverside		X		X		X	X									X	X											
NP	9.47	Roosevelt				X		X	X	X					X	X			X	X									X	
NP	2.62	Sheridan				X	X	X											X										X	
NP	7.45	Veteran's				X	X	X	X						X	X			X	X									X	X
NP	2.86	Voight				X		X	X																					
SP	2.81	Workers' Water Street		X		X		X	X		X												X		X			X		
CP	23.21	Deland		X		X	X	X	X	X	X							X		X		X			X	X		X		X
CP	98.02	Evergreen		X		X	X	X	X		X	X	X	X										X	X			X		X
CP	38.29	Jaycee Quarry		X	X	X		X		X	X	X	X									X		X	X				X	X
CP	30.5	Kiwanis		X		X	X	X	X	X	X				X	X	X		X						X			X		X
CP	18.6	Lake View		X		X	X	X	X													X			X		X	X		X
CP	9	South Pier		X				X			X											X			X			X		X
CP	16.13	Vollrath		X	X	X	X	X	X		X								X	X								X		
CONS	1	Arrowhead	X																											
CONS	7.47	Creekside	X																											
CONS	2.15	Julson		X																					X					
CONS	11.6	Manor Heights	X																											
CONS	153.09	Maywood									X													X	X			X	X	
CONS	113.25	Pigeon River Parkway		X							X	X															X			X
SP	0.58	8th Street Boat Landing		X							X														X	X				X
SP	56.79	Butzen	X																											
SP	3.8	Camelot Dog Run							X																		X			
SP	14.99	Dog Park																									X		X	
SP	2.62	Fountain						X																				X		
SP	15.48	Indian Mound										X																		X
SP	20.8	North Point		X				X	X		X																			X
SP	2	North Point Overlook		X				X			X																			
SP	2	Rotary Riverview		X				X	X													X						X		
SP	4	Southshore		X																		X								
SP	12.06	Wildwood Athletic				X									X													X		X
SP	5.2	Wildwood Baseball						X								X												X		X

NP: Neighborhood Park
CP: Community Park
SP: Special Use Park
CONS: Conservancy Area

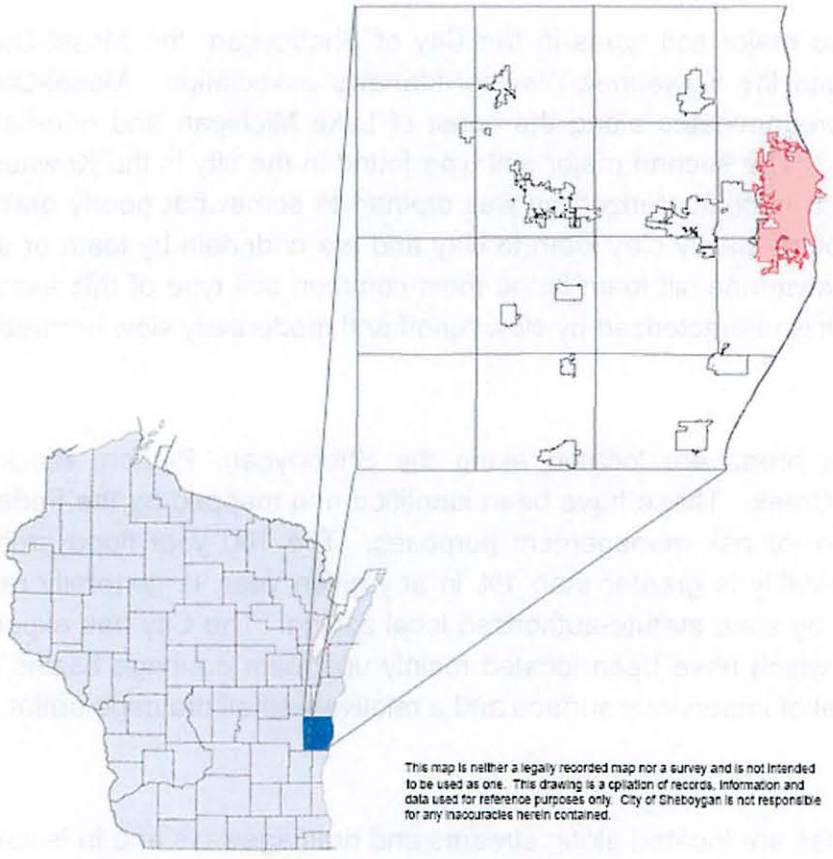
Table 1.2 Sheboygan Area School District Facilities

Facility	Play Equipment	Soccer	Sandlot backstop	Softball	Baseball	Softball/baseball	Football	Sand Volleyball	Basketball	Tennis	Restrooms	Drinking Water	Parking Areas	Picnic Area
Cleveland Elementary	1	1							X		X		X	
Cooper Elementary	1	2				1			X		X		X	
Early Learning Center	1										X		X	
Grant Elementary	1	1	1						X		X		X	
Jackson Elementary	1	1	1						X		X		X	
Jefferson Elementary	1								X		X		X	
Lincoln Erdman Elementary	1	1	1						X		X		X	
Longfellow Elementary	1					1			X		X		X	
James Madison Elementary	1		1						X		X		X	
Pigeon River Elementary/PRRC	1	3	1						X		X		X	
Sheridan Elementary	1								X		X		X	
Washington Elementary	1	1				2			X		X		X	
Wilson Elementary	1	3				2			X		X		X	
Farnsworth Middle School						1			X		X		X	
Horace Mann Athletic Complex		9	1		2	1		2	X	3	X	X	X	X
Urban Middle School			1						X				X	
North High School			1	2			3			8	X		X	
South High School			1	1	1		3			9	X		X	
Field of Dreams	1	7			2	1					X	X	X	
Kuehne Court	1					1			X	2	X		X	

SECTION 2: COMMUNITY PROFILE

2.1 Physical Characteristics

The City of Sheboygan is located in the east-central portion of Sheboygan County, on the shore of Lake Michigan, approximately 52 miles north of Milwaukee and 62 mile southeast of Green Bay. The City covers about 14 square miles and 8 miles of Lake Michigan Shoreline.



Landscape and Topography

The area generally rises slowly from east to west, from 580 feet above sea level along the coastline of Lake Michigan, to just over 700 feet above sea level in western portions of the City. The topography is predominantly level to gently sloping (slopes less than 6%), with only isolated areas of steeper slopes. The City's geology is marked by glacial deposits underlain by Niagara dolomite limestone. The most dramatic topography is associated with waterways and the Lake Michigan shoreline bluffs.

Waterways

The Sheboygan River (central), Pigeon River (north), Black River (far south) and Fisherman's Creek (south) are the primary streams within the City and compose a valuable part of the city's natural resource base. All mentioned river meanders through the City of Sheboygan before draining into Lake Michigan which forms the eastern boundary of the City.

Soils

There are two major soil types in the City of Sheboygan: the Mosel-Oakville-Hebron association and the Kewaunee-Waymor-Manawa association. Mosel-Oakville-Hebron association predominates along the coast of Lake Michigan and one-half mile to two miles inland. The second major soil type found in the city is the Kewaunee-Waymor-Manawa which is characterized by well drained to somewhat poorly drained soils that have a subsoil of mainly clay loam to clay and are underlain by loam or silty clay loam glacial till. Kewaunee silt loam is the most common soil type of this association in the City. This soil is characterized by slow runoff and moderately slow permeability.

Floodplains

Flood hazard areas are located along the Sheboygan, Pigeon, Black Rivers, and Fisherman's Creek. These have been identified and mapped by the Federal Insurance Administration for risk management purposes. The 100 year flood areas, where the flooding probability is greater than 1% in any given year, is generally restricted to no development by state statute-authorized local zoning. The City has experienced major flood events which have been located mainly upstream drainage basins characterized by a high level of impervious surface and a relatively small drainage outlet.

Wetlands

Wetlands areas are located along streams and drainageways and in isolated low spots. These wetlands have been identified and mapped by the Army Corps of Engineers and the Wisconsin Department of Natural Resources. These areas are important for aquifer recharge, groundwater and surface water quality improvement, and wildlife habitat. Most wetlands within the City are located along the Sheboygan River, Pigeon River, and Black River corridors.

Environmental Corridors

Environmental Corridors are continuous systems of open space that include environmentally sensitive lands, floodplain, wetlands, natural resources requiring protection from disturbance and development, and land specifically designated for open

space or recreational use. Within the City, environmental corridors are primarily located adjacent to the Sheboygan and Pigeon Rivers, traversing east-west through the City.







2.2 Social Characteristics

This section will provide information in regards to the population trends along with race, age, households, and commuting habits. The 2010 Census showed that there were 49,288 people, 20,308 households, and 12,219 families residing in the city. All the data compiled in this section was from the following websites unless otherwise noted:

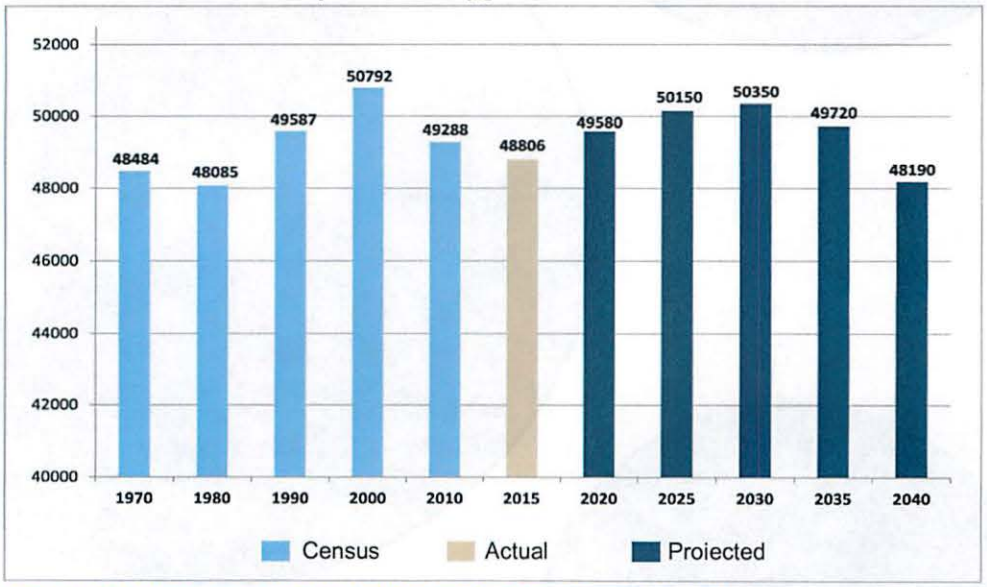
US Census Bureau, 2010 Census of Population and
Housing: http://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml OR
US Census Bureau, American Fact Finder 2010-2014 5-year Estimates
http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF

Population Trends

The City of Sheboygan's population has fluctuated over past 50 years as shown in the table below. After a several decades (1980-2000) of an increase, the population has declined and the future projections mimic that same pattern as the past of an increase in population than a decrease in population. This may be due to Sheboygan's manufacturing job and how the market dictates the needs for these jobs.

Table 2.1: Historic and Projected Total Population

City of Sheboygan, 1970 -2040



http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/projections
http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/estimates

Race

The racial makeup of Sheboygan's can be seen in table below.

Table 2.2: Racial Makeup

City of Sheboygan, 2010

Race	Count	Percentages
Non-Hispanic or Latino		
White alone	38,108	77.3
Black or African American alone	832	1.7
American Indian and Alaska Native alone	209	0.4
Asian alone	4,412	9
Native Hawaiian and Other Pacific Islander alone	6	0
Some other race alone	31	0.1
Two or More Races	824	1.7
Hispanic or Latino		
Mexican	4,111	8.3
Puerto Rican	220	0.4
Cuban	38	0.1
Other Hispanic or Latino	497	1
Total Population (2010)	49,288	100%

Age Distribution

Of the 49,288 people in Sheboygan, 13,712 (27.8%) are under the age of 19. The age group between 5 and 19 which is 20.3% (10,021) of the population and is often considered the active recreation years including youth organized sports such as soccer, baseball, and football.

Those ages 25 to 44 account for 33.4% of the city's population, while individuals ages 45 to 64 comprise of 24.8% and over 65 is 13.9% of the population. For individuals between the ages of 25 and 64, improved health and fitness has become a trend meaning they are more willing to travel and participate in a diverse range of recreational activities. The City of Sheboygan median age is 36.2 years and the gender makeup is 49.5% male and 50.5% female.

Table 2.3: Age and Sex Distribution

City of Sheboygan, 2010

Age	Total	%	Male	Female
under 5	3691	7.5%	1858	1833
5 -9	3369	6.8%	1763	1606
10 -14	3304	6.7%	1694	1610
15 -19	3348	6.8%	1710	1638
20 -24	3061	6.2%	1529	1532
25 -34	7139	14.5%	3641	3498
35 -44	6281	12.7%	3305	2976
45 -54	6924	14.0%	3546	3378
55 -59	2925	5.9%	1420	1505
60 -64	2373	4.8%	1158	1215
65 -74	3160	6.4%	1400	1760
75 & over	3713	7.5%	1390	2323

Household Breakdown

There were 20,308 households of which 30.7% had children under the age of 18 living with them, 43.4% were married couples living together, 11.7% had a female householder with no husband present, 5.1% had a male householder with no wife present, and 39.8% were non-families. Of all households 33.4% were made up of individuals alone and 12.1% had someone living alone who was 65 years of age or older. The average household size was 2.38 and the average family size was 3.06.

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, the median household income in the city was $43,107 and about 11.2% of families and 14.8% of the population were below the poverty line, including 23.5% of those under age 18 and 7.3% of those 65 years of age or older.

Commuting to Work

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, there were 23,755 workers 16 years of age or older with a mean travel time to work of 16.7 minutes. Below is a table that breaks down how they commuted to work.

Table 2.4: Commuting to Work
City of Sheboygan, 2010-2014

	Workers	%
Car, Truck, or Van -alone	19,935	83.9%
Car, Truck, or Van -carpooled	2,254	9.5%
Public Transportation (excluding taxicab)	198	0.8%
Walked	573	2.4%
Other means	373	1.6%
Worked at home	422	1.8%
Total	**23,755**	**100.0%**



SECTION 3: ANALYSIS OF THE SHEBOYGAN PARK AND OPEN SPACE SYSTEM

3.1 Introduction

The number and type of parks and recreation facilities needed within a community are dependent on the demands of the local residents. Identifying the recreational needs and wants of community residents provides the justification for funding the acquisition and development of new facilities as well as the maintenance of existing recreational facilities. Below are the generally accepted methods of determining recreation needs:

- A classification of existing parkland and a comparison to national acreage standards
- Comparison to regional quantitative studies –the Statewide Comprehensive Outdoor Recreation Plan and the Sheboygan County Comprehensive Outdoor Recreation Plan
- Soliciting public input and discerning local recreational facility needs.

It is important to use all of the above mentioned methods in determining the need for additional parks and/or recreational facilities in the City of Sheboygan. Each method focuses on one specific element of providing suitable parks and open space and types of facilities. Taken individually, they do not provide an accurate representation of community-wide recreation needs. However, used as a group, recreation needs and wants can be aggregated and identified and additional parks and recreation facilities can be justified.



3.2 Parkland Analysis

A parkland classification system is a useful tool to determine if an existing park system serves the needs of a community. Total acreage alone does not guarantee that the community's park needs are being met. A community should have a number of different types of parks to serve the various needs of the residents.

Mini-Park/Pocket Park

General Description: These parks offer specialized facilities that serve a centralized or concentrated or specific group such as young children of senior citizens.

Service Area: Less than ¼ mile in residential areas

Desirable Size: 1 acre or less

Areas per 1,000 Population: .25 to .5 acres

Basic Facilities and Activities:

- Playground equipment and structures for preschool and elementary school age children
- Conversation and sitting areas arranged to permit easy surveillance by parents
- Landscaped areas that provide buffering and shade
- Lighting for security at night
- Parking not typically provided

Desirable Site Characteristics:

- Suited for intense development
- Easily accessible to the neighborhood population
- Centrally located in close proximity to residential development
- Accessible by walking or biking
- Well buffered by open space and/or landscape plantings and in some cases, separated from roadways by physical barriers, such as fences

City of Sheboygan Mini-Parks/ Pocket Parks:

Mini-Parks/Pocket Parks Total Acreage:	**0.00**
Recommended NRPA Acres:	**12.20 -24.40**

Neighborhood Park

General Description: These parks are designed specifically to accommodate residents living within the immediate surrounding area. They are often characterized

by active recreational facilities such as baseball and soccer fields, but should also incorporate some passive recreational areas for picnicking and nature study.

Service Area: ¼ to ½ mile radius uninterrupted by non-local roads and/or other physical barriers

Desirable Size: 5 acres minimum; 15+ acres is optimal

Acres per 1,000 Population: 1.0 to 2.0 acres

Basic Facilities and Activities:

- Active recreational facilities such as playfields, tennis courts, basketball courts, playgrounds, ice-skating rinks
- Passive recreational facilities such as picnic/ sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Lighting for security at night
- Adequate on-street and off-street parking
- Not intended to be used for activities that result in overuse, noise, and increase traffic with the exception of limited use by youth teams

Desirable Site Characteristics:

- Easily accessible to the neighborhood population
- Accessible by walking or biking

City of Sheboygan Neighborhood Park:

Charles Voight	2.86	Northeast	12.0
Cleveland	4.41	Optimist	5.0
Cole	2.5	Riverside	5.67
End	3.47	Roosevelt	9.47
Franklin	1.4	Sheridan	2.62
Grace	1.13	Veteran's	7.45
King	6.5	Worker's	2.81
Moose	3.9		

Neighborhood Parks Total Acreage: 71.19
Recommended NRPA Acres: 48.81 -97.61

Community Park

General Description: Community Parks are intermediate in size and are able to accommodate visitors from the surrounding community and multiple neighborhoods. These sites focus on both the developed aspects of the park, such as intense recreational activities, as well as the natural resources amenities

Service Area: 1 to 2 mile radius

Desirable Size: 25+ acres is desirable

Acres per 1,000 Population: 5.0 to 8.0 acres

Basic Facilities and Activities:

- Active recreational facilities such as areas for swimming and boating, biking/walking/skiing trails, playfields, playgrounds, sports courts
- Passive recreational facilities such as walking trails, picnic/sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Facilities for cultural activities, such as plays and concerts in the park
- Community Center building with multi-use rooms for crafts, theatre, restrooms, social activities, and older adult use
- Lighting for security at night
- Adequate off-street parking

Desirable Site Characteristics:

- May include natural areas, such as bodies of water or wooded natural areas
- Easily accessible to the neighborhood population
- Accessible by walking or biking

City of Sheboygan Community Parks:

Deland	23.21	Kiwanis	30.5
Evergreen	98.02	Lake View	18.6
Jaycee Quarry	38.29	Vollrath	16.13

Community Parks Total Acreage: 224.75
Recommended NRPA Acres: 244.03 -390.44

Special Use Park/ Conservancy Area

General Description: Areas of open space that cannot by measured by a quantifiable standard because of their unique and diverse contributions to the community. Special Use Areas enhance an overall park and open space system by maintaining and improving the community's natural resource base, accommodating special activities that aren't included in other parks, and providing interconnections between isolated parks and recreation areas. Examples of Special Use Space Areas are varied but can include those lands that accommodate passive or special recreational activities, such as golf courses, sledding/skiing hills, marinas, beaches, display gardens, arboreta, and outdoor amphitheaters, as well as land that have been protected for their environmental significance or sensitivity and provide limited opportunity for recreational use. Examples of that latter may include water bodies, floodplains, wetlands, shorelands and shoreland setback areas, drainage ways, storm-water management basins, conveyance routes, environmental corridors or isolated natural

areas, wildlife habitats, areas of rare or endangered plant or animal species, prairie remnants, and restoration areas.

Service Area: Variable –depends on function

Desirable Size: Variable –depends on function

Acres per 1,000 Population: Variable –most Special Use Parks/ Conservancy Areas are not included in the overall community calculation of park and recreational space per 1,000 persons. Their value extends beyond the community's boundaries and contributes significantly to overall quality of life.

Basic Facilities and Activities: Variable –some may include:

- Active recreational facilities such as areas for swimming and boating, skiing hills, biking/walking/skiing trails, skating rinks, and golf courses
- Passive recreational facilities such as walking trails, picnic/sitting areas, and natural study areas
- Service buildings for shelter, equipment storage/rental, concessions, and restrooms
- Signage, trails markers, trash receptacles, and information booths
- Lighting for security at night
- Off-street parking spaces if appropriate to the area

City of Sheboygan Special Use Parks:

8th Street Boat Landing	.58	North Point Overlook	2.0
Butzen	56.79	Rotary Riverview	2.0
Camelot Dog Run	3.85	South Pier	9.0
Dog Run (south)	14.99	Southshore	4.0
Fountain	2.62	Wildwood Athletic	12.06
Indian Mound	15.48	Wildwood Baseball	5.2
North Point	20.8		

Special Use Parks Total Acreage: 149.37

City of Sheboygan Conservancy Areas:

Arrowhead	1.0	Manor Heights	11.6
Creekside	7.47	Maywood	139.75
Julson	2.15	Pigeon River Parkway	113.25

Conservancy Areas Total Acreage: 275.22

Linear Park/Recreational Trails

General Description: Linear parks/recreational trails accommodate various outdoor activities, such as biking, hiking, walking, jogging, horseback riding, nature study, and cross country skiing. A well-designed park system provides connections between

parks and open space lands and effectively integrates urban areas with the surrounding natural environmental by the use of linear park/recreational trail areas. Linear parks/recreational trails can be designed to serve different functions and to accommodate various, and sometimes conflicting activities.

Service Area: Variable –depends on length & size

Desirable Size: Sufficient width to protect the resources and provide maximum use

Acres per 1,000 Population: Variable –most Linear Park areas are not included in the overall community calculation of park and recreational space per 1,000 persons.

Desirable Design Criteria for Multi-Use Paths:

- Minimal width of 10 feet to accommodate two-way bicycle traffic, and recommended paved surface to facilitate bike, walking, running and skating
- Avoid placement alongside roadways where multiple cross-street and driveways are or will be present

Desirable Design Criteria for Walking/Hiking Trails:

- Because these trail facilities often travel through environmentally sensitive areas, they are generally not paved. Rather, they are surfaced with crushed limestone, decomposed granite, wood chips, hard packed earth or mowed grass.

City of Sheboygan Walking/Hiking Trails:

Bur Oak
Dog Run
Evergreen
Indian Mound
Jaycee
Lakeview
Maywood
Pigeon River Parkway

City of Sheboygan Linear/Multi-Use Paths:

Harbor Shore Trails
River Walk
Shoreland 400
South Pier Trail
Superior Ave Trail
Taylor Dr Trail
Urban Rec Trail



Table 3.1 Total Park Acreage Analysis, 2015

*Based on 2015 population estimates of 48806

Park Type	NRPA Standard Acres per 1,000 persons	Recommended Acreage based on Acres per 1,000 persons*	2015 Acres per 1,000 persons (Existing)	2015 Total Acres (Existing)
Mini-Parks/ Pocket Parks	.25 -.50 acres	12.20 -24.40 acres	0.00	0.00
Neighborhood Parks	1.0 -2.0 acres	48.81 -97.61 acres	1.46 acres	71.19 acres
Community Parks	5.0 -8.0 acres	244.03 -390.44 acres	4.60 acres	224.75 acres
Total	**6.25 -10.50 acres**	**305.04 -512.45 acres**	**6.06 acres**	**295.94 acres**
Special Use Parks	Varies	N/A	3.06 acres	149.37 acres
Conservancy Areas	Varies	N/A	5.64 acres	275.22 acres



3.3 Review of Local, Regional and State Recreation Plans

Another method of determining recreation needs in the community uses local, regional, and state recreation studies that apply to the area. These studies are very useful since they are a good indicator of recreation needs as perceived by recreation users. Below are the studies that are available at this time.

Sheboygan Area School District Facility and Master Planning Green Space Study
In the City of Sheboygan the school district and the city work cooperatively to provide facilities and programming to area residents. The school district shoulders most of the burden for facilities management and development and works to provide programming and sport field reservation services. The school district had developed a school facilities plan, *Sheboygan Area School District Facility and Master Planning Green Space Study* (2006). The school district was consulted throughout the planning process.

Sheboygan County Outdoor Recreation and Open Space Plan
The Sheboygan County Parks System is a natural resource based system, which demonstrates stewardship while providing recreational and educational opportunities Sheboygan County provides resource related and self-actualized recreational opportunities while city and town governments provide sites and facilities for intensive non resource-oriented recreational facilities. Sheboygan County has recently prepared an Outdoor Recreation and Open Space Plan that conveys a shared vision for park and open space lands and facilities to serve the resident County population anticipated under full development of the County land use plan. The updated park and open space plans are also prepared to meet planning requirements for use of State and Federal parkland and recreational grants.

Vision Statement
Sheboygan County will offer its residents the best possible system of outdoor recreation and open space sites and activities in a manner which is responsive to the needs of the public, fiscally responsible, and which promotes the preservation and sustainability of the County's outstanding environmental, archeologist, historical, and cultural resources.

Goals
The goals of the Sheboygan County Comprehensive Outdoor Recreation and Open Space Plan are:

- To ensure provision and protection of sufficient parks, recreation facilities, and open areas to satisfy the health, safety and welfare needs of citizens and visitors, including underserved populations.

- To ensure that the acquisition of park and open spaces lands occurs in coordination with development to provide for reasonable acquisition costs and facilitate site planning for development. Alternative means of reserving lands required for open space should be fully explored to ensure that lands are obtained at the lowest cost to the public.
- To promote the involvement and cooperation of all the county's communities in park and recreation planning and development.
- To develop tools to protect open space.

Sheboygan County Pedestrian/Bicycle Plan

In July 2006, the US Congress adopted the new transportation budget which included special provisions to create a Non-Motorized Transportation Pilot Program; Sheboygan County was one of four communities in the country selected to participate in this pilot program. As part of the Pilot Program, Sheboygan County will receive up to $25 million over four years to develop a network of non-motorized transportation facilities that connect neighborhoods, retail centers, schools, recreation amenities, and employment centers and will allow people to change the way they choose to move around through their daily lives.

During the summer of 2007 the County completed the Sheboygan County Pedestrian and Bicycle Plan. This plan incorporates the vision statement and goals and objectives of the County plan. The City of Sheboygan supports improving bicycle and pedestrian accommodations within the city of county-wide. On April 21, 2015, Sheboygan County adopted an updated Pedestrian and Bicycle Plan.

Bicycle Vision

By 2045, Sheboygan County's bicycle facilities will be an efficient, connecting system for bicycles routes and facilities that provide a safe, convenient and viable transportation choice for Sheboygan County residents and visitors.

Bicycle Goals

- Create diverse bicycle-friendly facilities that increase the number of bicycling trips and offer a level of convenience, directness, safety, and attractiveness that will encourage bicycle use.
- Establish a safe, convenient, enjoyable, and continuous bicycle route system within Sheboygan County for use by utilitarian and recreational cyclists.
- Reduce the number of crashes involving bicyclist with other users of the transportation system by 20 percent or more by 2045.

Pedestrian Vision

By 2035, pedestrian travel will established as a viable, convenient, and safe transportation choice for Sheboygan residents and visitors.

Pedestrian Goals

- A diverse pedestrian-friendly environment that increases the number of walking trips and offers a level of convenience, directness, safety, and attractiveness.
- Guide land use and site design that is conducive to pedestrian use.
- Improve the circulation, visibility, and safety for pedestrians and reduce conflicts with vehicular traffic.
- Ensure that the pedestrian system is fully accessible and convenient for all users, including persons with disabilities, children, and the elderly.
- Develop and implement a variety of educational programs that promote the benefits of walking and encourage implementation of pedestrian-oriented design.

Please see Appendix C, D, E and F for applicable maps from the Sheboygan County Pedestrian/Bicycle Plan.

Statewide Comprehensive Outdoor Recreation Plan

Vision Statement

The 2011 -2016 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) serves as a blue print for state and local outdoor recreation planning through support of nationally initiatives, sets the course for recreation within the state by describing current recreation supply and trends, and provides a framework for future recreation development and focus.

Goals

The goals of the Statewide Comprehensive Outdoor Recreation Plan are:

- Assess, Understand, and Adapt to Growing Recreation Tourism Demands and Preferences.
- Improve Integration of Outdoor Recreation Interests and Needs in Land Use and Other Relevant Planning Efforts.
- Continue to Provide and Enhance Public Access to Wisconsin Recreational Lands and Waters.
- Conserve Rural Landscapes and Forests through Partnerships and Incentives.
- Address Funding Challenges Associated with Managing Wisconsin Outdoor Recreation Resources.
- Promote Outdoor Recreation as a Means of Improving Public Health Among Wisconsinites.

- Establish Great Urban Parks and Community Green Spaces.

The City's Comprehensive Outdoor Recreation Plan is consistent with the State and County Comprehensive Outdoor Recreation Plans and recognizes their goals as part of the City's plan. The Outdoor Recreation Plan is also included in the City of Sheboygan Comprehensive Plan.







3.4 Public Input

The online survey had 232 participants which was available online from February 16, 2015 to March 17, 2015 along with hard copies upon request. Of those 232 participants, 131 took the survey as an individual, 82 as a family and 1 as an organization. All participants were 25 or older with the majority (53) being from the 45 to 54 age group.

The five most used parks were Evergreen Park, Fountain Park, Vollrath Park, Deland Park, and Kiwanis Park. Walking, picnicking, going to the playground, dog walking and bicycling were noted as the top 5 outdoor activities the participants partake in.

Improvements that they would like to see to the Sheboygan Park system is improved lighting, improved maintenance, improved existing park facilities, more trails/paths and improved landscaping.

73% noted that they feel safe in City of Sheboygan's Park while 43% feel that the City does not do a good job informing the public about our parks and their rules.

For all the survey questions and results they are available in Appendix G for viewing.

Three opportunities were offered for the public to speak on the Comprehensive Outdoor Recreation Park Plan and no additional public comments were given at any those meetings. The Public Forums were held on:

- April 5, 2016 at 4:15 pm at the Board of Marina, Parks & Forestry Board
- April 12, 2016 at 4:00 pm at the Plan Commission
- April 12, 2016 at 5:30 pm at the Public Works Committee



Photo Courtesy of Tom Bair

SECTION 4: RECOMMENDATION

The City of Sheboygan will face many challenges as it continues to grow, especially as growth is restricted by the lake. Open space protection, trail system development, and active use park expansion all lead to a higher quality of life in Sheboygan and continued ability to attract new residents and retain those already living there.

4.1 Individual Park Recommendations/Capital Improvements

On the following pages you will see Individual Park Descriptions which include site analysis summary (existing facilities, issues and improvement options), program details (events and maintenance) and improvement estimates.

Not all the parks will be listed only those with recommendations at this time.









Charles Voigt Park **Neighborhood Park**

Park Description

Location:

This 2.86 acre north side park offers, playground equipment and plenty of open space.



Site Analysis Summary

Existing Facilities:

- Playground Equipment

Issues:

- Site plan is needed

Improvement Options:

- Master plan

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground equipment inspection

Improvement Estimate

• Master plan	$ 10,000

Cleveland Park **Neighborhood Park**

Park Description

Location: 2331 Geele Ave

This 4.41 acre park is located on the north side of Sheboygan on SE corner of Geele Ave and N 25th St. Cleveland Park is part of the Cooper-Cleveland Neighborhood.

New 5-12 years of age playground equipment was installed in 2014 and 2-5 years of age equipment in 2015.

A new rentable shelter and restrooms were installed in 2012.



Site Analysis Summary

Existing Facilities:

- Shelter available for rental
- Restrooms
- Basketball court
- Playground equipment
- Grills
- Picnic tables
- Open space

Issues:

- Road parking only

Improvement Options:

- Master Plan for continued redevelopment
- Grass volleyball courts
- Accessible walkways to all facilities

Program Details

Programs and Events:

- Family and group rentals
- Neighborhood events

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/tree care
- Turf management
- Playground inspection

Improvement Estimate

• Splash pad	$113,000
• Accessible walkway connections	$ 10,000
• Off road parking	$ 20,000
• Additional landscaping	$ 2,000

Cole Park **Neighborhood Park**

Park Description

Location: 1700 N. 3rd Street

This 2.5 acre park is located on the north side of Sheboygan at 1700 N 3rd Street north of Superior Ave. Cole Park is part of the North Point Neighborhood.

A small Picnic Shelter was built in 2015 as part of an Eagle Scout Project. This is a non-rentable shelter.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Small picnic shelter
- Picnic tables
- Port-a-potty

Issues:

- Street parking only

Improvement Options:

- Walkways need to be resurfaced
- Accessible walkways to all facilities
- Add grills and more picnic tables
- Add playground boarder
- Park signage

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf Management

Improvement Estimate

• Resurface walkways	$ 10,000
• Add Grills, benches and picnic tables	$ 2,000
• Playground boarder	$ 5,000

End Park **Neighborhood Park**

Park Description

Location: 1236 Bell Ave.

This 3.47 acre park is located on the north side of Sheboygan at 1236 Bell Ave. End Park is part of the End Park Neighborhood.

Rentable shelter, restrooms, playground equipment and splash pad, makes this a great park for family gatherings.



Site Analysis Summary

Existing Facilities:

- Shelter available for rental
- Restrooms
- Playground equipment
- Splash pad
- Picnic areas

Issues:

- Road parking only
- Vandalism/security
- Poor storm water drainage

Improvement Options:

- Resurface walkways
- Pedestrian lighting
- Off street parking area
- Accessibility to all facilities
- Replace swing
- Install fall area around playground areas
- Install security cameras
- Installation of drain tile

Program Details

Programs and Events:

- Family Gatherings
- Neighborhood Events

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf management

Improvement Estimate

• Resurface walkways	$ 10,000
• Pedestrian lighting	$ 10,000
• 5-6 parking stalls	$ 10,000
• Playground improvements	$ 25,000
• Security cameras	$ 3,000

Franklin Park **Neighborhood Park**

Park Description

Location: 1300 Broadway Ave.

This 1.4 acres located on the south side of Sheboygan. Franklin Park is part of the Franklin Park Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Basketball ½ court
- Backstop
- Open space

Issues:

- Road parking only

Improvement Options:

- Fence repair/replacement
- Move backstop
- Accessible walkways to all facilities

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping

Improvement Estimate

• Fence repair/replacement	$ 10,000
• Accessible walkways	$ 5,000

General King Park **Neighborhood Park**

Park Description

Location: 1611 S 7th Street

This 6.5 acres lakefront park is located on the south side of Sheboygan. General King Park is located in the King Park Neighborhood.

Built in 2009, a new rentable Park Building, restrooms and outdoor showers overlooking Lake Michigan makes this a hotspot for family reunions, weddings and all other gatherings.

New 2-5 year old playground added in 2015.



Site Analysis Summary

Existing Facilities:

- Park building, available for rental
- Lakefront/Beach
- Outdoor showers
- Restrooms
- Playground equipment, 2-5 and 5-12 years of age
- Picnic tables/benches
- Grills
- Sand Volleyball
- Fire pit

Issues:

- Street parking only
- Landscaping around building

Improvement Options:

- New landscaping around building
- Replace older playground equipment
- Storm sewer outfall
- Restore historic entrance and flagpole
- Accessible walkways to all facilities including lake

Program Details

Programs and Events:

- Family gatherings
- Weddings
- Fourth of July celebration

Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Landscaping/Tree care
- Turf management

Improvement Estimate

• Landscaping	$ 5,000
• Restore entrance and flagpole	$ 10,000
• Accessible walkways	$ 10,000
• Storm water outfall	

Grace Park **Neighborhood Park**

Park Description

Location: 2347 E Mark Drive

This 1.13 acres park is located on the north side of Sheboygan in the Fellowship Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Picnic tables

Issues:

- Landscaping along residential housing

Improvement Options:

- Tree/shrub plantings between houses and park area

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/Tree care
- Turf management
- Playground inspection

Improvement Estimate

• Planted tree line between houses and park	$500.00

Moose Park **Neighborhood Park**

Park Description

Location: 1801 Indiana Avenue

This 3.9 acres long narrow park stretches between Indiana Ave and Georgia Ave on the south side of Sheboygan. Moose Park is part of the Indiana Corridor Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Basketball
- Tennis

Issues:

- Decide if tennis courts are staying or if they are going to be removed
- Older playground equipment

Improvement Options:

- Hardscape Surfacing
- New playground equipment

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing/areas not to mow
- Trash collection
- Playground inspection
- Landscape/tree care
- Accessible walkways to all facilities

Improvement Estimate

• New playground equipment	$ 25,000
• Accessible walkways	$ 5,000

Northeast Park **Neighborhood Park**

Park Description

Location: 2901 N 6th Street

This 12 acres lakefront park is located on the north side of Sheboygan at 2901 N 6th St. Northeast Park is located in the North Lake Neighborhood.



Site Analysis Summary

Existing Facilities:

- Soccer
- Lake front access
- Beach
- Benches
- Open space

Issues:

- Street parking only
- Invasive plant growth

Improvement Options:

- Lakeshore restoration
- Storm sewer outfall
- Add picnic areas
- Park signage

Program Details

Programs and Events:

- Soccer practice

Maintenance Program:

- Mowing
- Trash collection
- Invasive removals
- Landscape/tree care
- Turf management

Improvement Estimate

• Lakeshore restoration	$ 20,000
• Added picnic areas	$ 2,000
• Park signage	$ 2,000
• Storm sewer Outfall	

Optimist Park **Neighborhood Park**

Park Description

Location: 2010 Carmen Avenue

This 5 acre park is located on the south side of Sheboygan. With a new rentable shelter built in 2012 and restrooms, updated playground equipment in 2015, makes this a great park for family and neighborhood gathering. Optimist Park is part of the West Camelot Neighborhood.

Soccer and youth baseball are also held in the park making it very busy in the evenings.

Optimist is also adjacent to the new Hmong garden rental lots.



Site Analysis Summary

Existing Facilities:

- Shelter that can be rented
- Restrooms
- Playground equipment
- Soccer
- Youth baseball
- Open space

Issues:

- Street parking only

Improvement Options:

- Walkway boarder around playground
- Additional playground
- Accessible walkways to all facilities
- Off street parking
- Better access to the Hmong gardens
- Constructed earth berm between gardens, park and residential houses

Program Details

Programs and Events:

- Organized youth soccer and baseball
- Access to Hmong gardens

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/tree care
- Turf management

Improvement Estimate

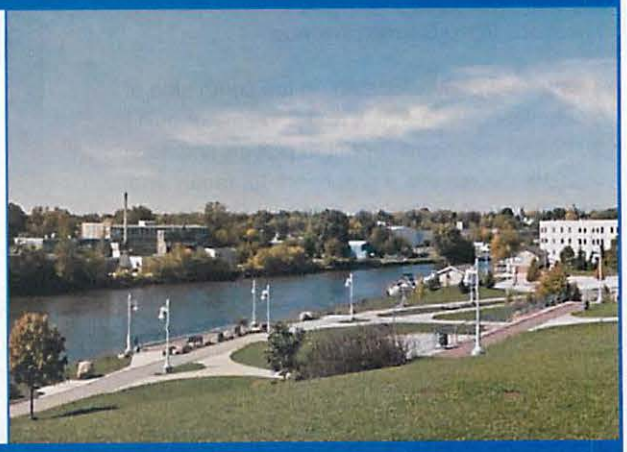
• Walkway boarder around playground	$ 7,000
• Accessible walkways to all facilities	$ 10,000
• Off Street parking for Hmong garden (SASD)	$ 20,000
• Constructed earth berm	$ 5,000

Riverside Park **Neighborhood Park**

Park Description

Location: 640 N Water Street

This 5.67 acres park is located along the Sheboygan River and offers a Riverwalk pathway, benches with great views, basketball, volleyball and playground equipment.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Sand Volleyball
- Basketball
- Riverfront

Issues:

- Portions of the park are on a capped contaminated site.
- Upkeep of landscaping

Improvement Options:

- Defining capped and buildable areas
- Low maintenance landscaping
- Better site design

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/weed control

Improvement Estimate

• Soil borings/site use	$ 10,000
• Master plan	$ 10,000

Roosevelt Park **Neighborhood Park**

Park Description

Location: 1103 Mead Ave

This 6.5 acres south side has a rentable park building updated playground equipment, two baseball/softball field's tennis and basketball courts with lots of open space.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Two softball/baseball fields
- Basketball
- Tennis
- Restrooms

Issues:

- Tennis courts are in need of repair
- Park building needs re-roofing
- No off road parking available

Improvement Options:

- Master plan is needed
- Work with SASD for best use of park
- Determine if tennis court are going to stay

Program Details

Programs and Events:

- Scheduled softball and baseball games
- Family and group rentals

Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Landscaping needs

Improvement Estimate

• Roof repair/building updates	$ 30,000
• Tennis court repair	$ 25,000
• Master Plan	$ 10,000

Sheridan Park **Neighborhood Park**

Park Description

Location: 701 S 14th St

This tree filled 2.62 acres midtown park offers playground equipment, small shelter, basketball court and picnic areas.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Basketball
- Small shelter
- Portable restrooms

Issues:

- Shelter is older and may need replacement
- Playground equipment updates in future

Improvement Options:

- Tree replacement
- New shelter
- Update playground equipment

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscape maintenance

Improvement Estimate

- None at this time

Veteran's Park **Neighborhood Park**

Park Description

Location:

This 7.45 acre south side park offers a new rentable shelter and restrooms, playground equipment, tennis courts, picnic areas, two baseball/softball fields, plenty of open space and a Vietnam Veterans of Sheboygan Tank Memorial.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Softball/baseball
- Basketball
- Tennis
- Restrooms

Issues:

- Limited off road parking
- Play equipment needs updating
- Tennis court reconstruction
- Replacement of basketball court

Improvement Options:

- Parking area
- New Playground equipment
- Tennis court reconstruction
- New basketball court

Program Details

Programs and Events:

- Family and group rentals
- Softball games and practice

Maintenance Program:

- Mowing
- Trash collection
- Restroom and shelter cleaning
- Playground equipment maint.

Improvement Estimate

• Additional parking and sidewalks	$ 10,000
• Basketball court	$ 10,000
• Playground equipment	$ 35,000
• Tennis court reconstruction	$ 50,000

Workers Water Street Park **Neighborhood Park**

Park Description

Location: N Water Street

This 2.1 acres river side park is located along the Sheboygan River and offers a Riverwalk pathway part of the Urban Recreational Trail, playground equipment, a picnic shelter, splash pad, restrooms and great views.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Splash pad
- Riverfront
- Riverwalk
- Restrooms
- Non-rentable shelter

Issues:

- Security

Improvement Options:

- Security cameras

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspections
- Splash pad maintenance

Improvement Estimate

Security cameras	$3,000

Deland Park **Community Park**

Park Description

Location: 715 Broughton Dr.

This 16.13 acres community park is located on the shores of Lake Michigan; it is in the heart of the Harbor Centre District. It is home to several festivals, the Marina, Sheboygan Youth Sailing Club and boat launch.

Park facilities include the Deland Community Center, Richardson shelter, Deland Home, three playground areas including Rammer playground, and bathhouse overlook that has restrooms and showers.



Site Analysis Summary

Existing Facilities:

- 3 Playground areas
- Biking/ Walking on the Harbor Trail
- Sand Volleyball
- Tennis
- Swimming
- Fishing Area
- Boat launch
- Rentable shelters
- Restrooms
- Event Area
- Beachfront
- Fish Cleaning station

Issues:

- Erosion on steep hillside
- Invasive species
- Aging bathhouse
- Storm water outfalls need to be addressed

Improvement Options:

- Tennis court needs repainting
- Beach front restoration
- New bath house
- Performance shelter/band shell

Program Details

Programs and Events

- Fourth of July Celebration
- Greek Fest
- Family gathering
- Walk/run events

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Sand erosion

Improvement Estimate

• Tennis court surface painting	$ 20,000
• Tennis court sport court surfacing	$ 50,000
• Beach front restoration	
• New bath house	$300,000
• Performance shelter/band shell	$300,000

Evergreen Park **Community Park**

Park Description

Location: 3000 Calumet Drive

Evergreen Park has 98.2 acres of towering white pines and hardwoods with spots of open spaces, all along the pigeon river. The parks offers miles of hiking, mountain biking and ski trails. This is a favorite spot for family picnics with several rental areas. It is also home to the Making Spirits Bright Christmas light show.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Biking/ Walking/hiking/skiing
- Fishing
- 4 rentable shelters
- Restrooms
- Event Area

Issues:

- Trail erosion
- Trail connections
- Older shelters and restrooms
- Masonry work needed
- Lighting
- Walkers share road with vehicles

Improvement Options:

- Added trails and trail restorations
- New shelters and restrooms

Program Details

Programs and Events

- Mountain bike races
- Glow in the dark run
- Making Spirits Bright Christmas light show
- Family gatherings

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance

Improvement Estimate

• Added trails and trail restoration	$ 20,000
• Enclosed rentable park shelter/restrooms	$300,000
• Open shelter/restrooms	$180,000
• Paved multi-purpose pathway	$100,000
• Mason work on entry, sign and fire rings	$ 20,000

Jaycee Park Quarry **Community Park**

Park Description

Location: 3401 Calumet Drive

This park was the site of a former limestone quarry that now offers an excellent spring-fed swimming area and a sand beach. In the summer the Quarry View shelter and beach front is known as the Quarry Beach Adventure Park and offers swimming, boat rentals and other aquatic activities. The park also has a popular 18 hole disc golf course that is open year round.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Mountain biking/hiking trails
- Quarry View Center, rentable building
- Riverfront along the Pigeon River
- Disc Golf
- Beach/swimming

Issues:

- Land erosion into the river
- Older park building
- No restrooms
- Older playground equipment

Improvement Options:

- New playground equipment
- New rentable park building
- River bed stabilization
- Storage building

Program Details

Programs and Events

- Numerus bike races
- Making Spirit Bright activities
- Quarry Beach Adventure area
- Family and Group gatherings

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Beach maintenance
- Trail maintenance

Improvement Estimate

• River bed stabilization	$ 20,000
• Shelter/restrooms	$300,000
• Playground equipment	$ 35,000
• Storage building	$ 10,000

Kiwanis Park **Community Park**

Park Description

Location: 726 Kiwanis Park Drive

Kiwanis Park is located along the Sheboygan River. It is home to several festivals during the summer including the well-known Brat Days event. Kiwanis Park open spaces baseball and softball fields and youth football. There is a beautiful rentable enclosed park shelter and two open shelters.



Site Analysis Summary

Existing Facilities:

- Riverfront
- Play Equipment
- Two Softball fields
- Youth football fields in the fall
- Basketball
- Fishing Area
- Event Area
- Restroom

Issues:

- Over use of open field
- Poor access to the river
- No Park Caretaker on site

Improvement Options:

- Updated master plan
- Ada certified, canoe and kayak launch

Program Details

Programs and Events:

- Brat Days
- Hmong Fest
- Family and group gatherings

Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Building and ground daily maint.

Improvement Estimate

• Building updates	$10,000
• ADA certified, canoe and Kayak launch	$50,000

Lake View Park **Community Park**

Park Description

Location: 3201 Lakeshore Drive

This south side park is located along the shores of Lake Michigan. It is a popular family picking site and offers great views and access to the beach. The park has the only dog friendly beach in the city.



Site Analysis Summary

Existing Facilities:

- Rentable park shelter
- Gazebo
- Beach
- Playground Equipment
- Restrooms
- Parking

Issues:

- Pour drainage of the park
- The shelter offers poor views of the lake
- Gazebo is in poor shape

Improvement Options:

- Master plan for the whole park
- New shelter overlooking lake
- Drain Tile
- Improve parking area or add new parking
- Camping area

Program Details

Programs and Events:

- Family and Group picnics

Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Hillside vegetation management

Improvement Estimate

• Master Plan	$ 10,000
• New Shelter/restroom	$300,000
• Drain Tile	$ 20,000
• Parking area	$ 50,000
• Camping area	$400,000

Vollrath Park **Community Park**

Park Description

Location: 2001 N 3rd St

This 16.13 acres lakeside park offers a rentable shelter with restrooms, tennis courts, disc golf course, playground equipment, and basketball court and picnic areas. Vollrath is home to Wisconsin oldest disc golf course. "The Shack" located on the course has refreshments and disc golf gear for sale.



Site Analysis Summary

Existing Facilities:

- Picnic area
- Rentable shelter
- Playground equipment
- Restrooms
- Tennis courts
- Basketball court

Issues:

- Erosion on trails and hills in the disc course
- Lighting in park is getting old
- Tennis courts in need of repair
- Paved trail need to be moved and repaired
- Shelter and restroom repairs are needed
- Off road parking is needed

Improvement Options:

- Tennis courts re-paved, add pickle ball lines
- Rebuild retaining walls and steps
- Upgrade lighting throughout park
- New shelter/restroom or remodel
- Off road parking area

Program Details

Programs and Events

- North and South High annual joint commencement ceremonies
- Food Truck Mondays
- Disc Golf tournament
- Family and group rentals
- Rec dept. movie in the park

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Playground inspections
- Shelter/restroom cleaning

Improvement Estimate

• Tennis Court Reconstruction	$ 60,000
• Retaining Walls (disc golf)	$ 30,000
• Comprehensive Lighting	$150,000
• Remodel restrooms	$ 20,000
• Replace shelter/restrooms	$300,000

Fountain Park **Special Use Park**

Park Description

Location: 1010 N 8th Street

This downtown park hosts numerous activities throughout the summer. The Farmers market is very popular providing fresh vegetables for purchase every Wednesday and Saturday. The performance shelter is used to provide music for many events and concerts in the park on Tuesday.



Site Analysis Summary

Existing Facilities:

- Performance shelter
- Fountain
- Historical memorials
- Restrooms
- Picnic tables and benches

Issues:

- Overuse of the park for grass
- Performance shelter and restrooms getting worn
- Security

Improvement Options:

- Turf management plan
- Rehab of restrooms
- Painting the performance shelter

Program Details

Programs and Events:

- Concert in the park Wednesday nights
- Farmers market, Tuesday and Saturdays
- Lobster Boil
- Taste of Sheboygan

Maintenance Program:

- Mowing
- Trash collection
- Building maintenance
- Landscape/Turf management

Improvement Estimate

- Rehab of restrooms $10,000
- Paint performance shelter

Maywood Environmental Park — Conservancy Area

Park Description

Location: 3516 Mueller Rd

Elwood H May Environmental Park (Maywood) is Sheboygan's nature Jewel. It offers an Environmental Learning Center, several trails through wetlands, prairie, and maple forest and along the pigeon river. The city partners with the Maywood Trust & Association and Camp Y-Koda to promote environmental stewardship through real life experiences: Explore, Learn, Enjoy.



Site Analysis Summary

Existing Facilities:

- Nature walking/hiking trails
- Cross country ski trails
- Environmental Learning Center
- Two spring fed ponds
- Prairie overlook platform
- Arboretum
- Maple sugaring

Issues:

- Ponds are lowering
- Invasive species on land and in ponds
- Park Driveway is breaking up
- Additional property is needed for growth

Improvement Options:

- Re-pave park driveway
- Hire consultant to look at pond issues
- Invasive removals
- Purchase of adjacent property

Program Details

Programs and Events:

- Maywood offers too many programs to list but they range from school education classes, summer camps, maple sugaring, birding and nature hikes. Our larger activities include Maywood's Earth Ride, our annual bicycle ride and Flapjack Day.

Maintenance Program:

- Building maintenance
- Land management
- Program set up, tear down
- Invasive control
- Landscaping

Improvement Estimate

• Re-pave park driveway	$ 200,000
• ADA certified, canoe and kayak launch	$ 50,000
• Rentable park building/learning area	$ 400,000
• Pond improvements	
• Purchase adjacent property	
• Trail and bridge, new construction and repairs	

4.2 Recommendations for City Parks

Charles Voigt Park
- A Master Plan is need for this park.

Deland Park
- Beach restoration
- Cord walk and Mobimat material for access to the water
- Performance shelter Park Master Plan
- Concession stand in bath house
- The city worked with Veterans for Peace to install a Peace Pole in a portion of Deland Park known as the Michigan/Broughton triangle. A site plan is being worked on by this group and volunteers. The park will consist of benches, plantings, walking path, art pieces and other items that will complement the peace pole.
- Rammer Playground is also a part of Deland Park. The playground is very accessible to many developmental needs but steps can be taken to improve its accessibility. A restroom is also a good possibility for this site.

End Park
- Improve drainage of storm water
- Add off road parking

Evergreen Park
- New enclosed park shelter
- Remodel or replace restrooms in area 2 and 5
- Ability to enclose area 5 shelter for winter use
- Replace pedestrian bridge over Pigeon River
- Add fishing areas
- Maintain and add trail connections to ski, hiking and bike trails
- Asphalt pathway circling the park next to the park road
- Masonry work at main entrance and fire rings
- Update several playground equipment areas
- Signage for the park

Fountain Park
- Paint performance shelter
- Re-model restrooms

JC Quarry Park
- Maintenance storage building for disc golf area
- Update playground equipment area
- Stabilize stream bank erosion area
- Signage for the park
- ADA accessible fishing area
- Add public restrooms

- New enclosed park shelter to the north
- Improve beach area with water features like zip line, water trampoline, water slide, and other beach amenities
- Add sand volleyball courts

King Park
- Landscape around building
- Lakeshore restoration
- Cord walk and Mobimat material for access to the water

Kiwanis Park
- Update master plan for the park
- ADA certified, canoe and kayak, carry-in boat launch

Lakeview Park
- Master plan for the whole park
- New park shelter placed closer to the lake overlook
- Parking area to better utilize the view of the lake
- Improve drainage of property
- Possible camp sites
- Log the wooded area of the park

Library Water Feature
- Replace water pumps
- Add lighting

Maywood and Bur Oak

<u>Maywood</u>

1. Pond Improvements
   a. Reconstruct spring fed channel
   b. Access decks on each pond
2. Pigeon River Footbridge – a second bridge on property's west edge
3. Acquire property west of Maywood
   a. Construct new trails
   b. Tree planting
   c. Canoe launch
4. Repave entrance road and parking lot
5. New entrance sign
6. New sugar house and evaporator
7. Invasive species removal
8. Construct amphitheater
9. Develop an interpretive trail loop to transport people with mobility issues
10. Create a roof for the Prairie Overlook

11. Construct a shelter and vandal resistant storage shed near the ponds for use with aquatic classes
12. Construct a Tiki torch trail route for illuminated nighttime skiing and snowshoeing.
13. Purchase the Meyer property adjacent to the existing donated Meyer property.
14. New enclosed park shelter/learning center

Bur Oak

1. Trail construction including boardwalks, footbridges, and trail markers
2. Install parking lot
3. Signage
    a. Entrance
    b. Interpretive
    c. Rules/property information
    d. Map
4. Thin pine plantation and replant with appropriate tree species for conditions
5. Invasive species removal
6. Improve pond impoundment system
7. Clear group gathering areas to assemble students
8. Construct steps from floodplain to the elevated perimeter trail
9. Build pond observation deck

Northeast Park
- Removal of many invasive plants along the border of the park and lakeshore
- Lakeshore restoration
- Signage

Optimist Park
- Sidewalk around playground equipment
- Add assessable play equipment
- Off road parking area

Pigeon River Parkway
- Work with Town of Sheboygan to open entry area year round
- Improved park signage
- Trail improvement

Riverside Park
- A Master Plan is needed for this park
- Portions of this park have a capped landfill underneath and soil borings are needed to determine what can be done on the property.

Roosevelt Park
- Re-surface tennis courts

South Shore Park
- ADA certified, canoe, kayak, carry-in boat launch
- Beach and hillside restoration

Veterans Park
- Off road parking is needed
- Basketball court area
- Update playground equipment area

Vollrath Park
- Landscaping for disc golf area
- Move portions of the paved trails to improve grade issues
- New Lighting throughout the park
- Fix the tennis courts and add pickle ball courts
- Remodel or replace shelter and restrooms
- Off road parking needed

Wildwood Softball Complex
- New site master plan
- New concession stand including restrooms, meeting and viewing area
- Switch to LED light for the field lights
- Re-grade outfield of field 2 and 3
- New maintenance building

Wildwood Baseball Complex
- New field lighting
- Acquisition of adjacent property for parking, viewing, picnic area and maintenance building
- Added off road parking
- See appendix H for long-term phase and site plan

Worker's Water Street Park
- This area needs security cameras by the restroom building

4.3 Recommendation for Non-City Parks

Camelot Dog Run

A master plan to improve this city owned parcel in the 1600 block of Camelot Boulevard for passive recreational use is needed. Continue to manage this pet friendly area.

County LS Wayside – Pigeon River Parkway (North side dog run)

As part of the LS road project, the parking lot was paved and turned over to the Town of Sheboygan. The City owns the 113.25 acres to the east known as the Pigeon River Parkway, Northside Dog Run. Work with Town of Sheboygan to keep parking area open year round.

Roy Sebald Sheboygan River Natural Area

This a county park located along the Sheboygan River by off of Indiana Avenue and Taylor Drive. The city would like to work with the county to install an ADA certified, canoe and kayak launch and carry-in boat landing. This would allow for an assessable river trail to Kiwanis Park, where there are also plans for a carry-in boat landing and ADA launch.

Willow Creek Preserve

The former Schuchardt farm is 180 acres located on the City's western side. This property contains the Willow Creek with is one of the only remaining Class A trout streams with natural reproduction of trout in Sheboygan County. There are also large tracts of wetlands, dense wooded areas that boast a large wildlife population including deer, turkeys grouse, raccoons, etc. Due to the difficulty in developing this parcel as to not affect the natural prairies and wooded areas, the concept is to create the Willow Creek Preserve on the northern half. The northern acres would be sold to a land trust organization to protect and preserve the property for future generations. Minimal improvements would be made to allow the general public to access and use the property as a wildlife preserve. The southern portion of the project would be sold to the John Michael Kohler Arts Center to be used as an Art Preserve and artist environment collections that were once developed in the rural, wooded landscape. Both properties would provide public access through trails, bridges, fishing platforms. See Appendix J for Proposed Trail System.

Dog Run (South Side) – Partner with Town of Wilson to provide:

- Parking off of S. 18th Street, also used for new Utility Corridor Trail
- Continue sidewalk from Creekside Park to Dog Park on west side

- Connection to Utility Trail
- Install new fence gate and asphalt entry area
- Provide shade structure, small shelter

Art Green – Levitt AMP Area

- Accessible walkways
- Food court
- Activity Area
- Shade structure
- Lighting
- Landscape
- Community Art





4.4 Planned Future Parks and Open Space Facilities

Butzen Recreation Campus

- Eight soccer fields
- Two soccer/football fields
- Trail system around the interior of the park
- Pathway connection to Utility Corridor Trail
- Trail Head and parking for Utility Corridor Trail
- Restrooms/shelter
- Concession stands
- Play areas
- Other park amenities including volleyball, basketball, picnic areas, landscaping and park signage
- Parking lots
- See Appendix I for site map

Poth Property – Stahl Rd

- Develop a portion of the land for a city tree nursery
- City maintenance building

Fox Meadows Park - Moenning Road Property. This was dedicated the city.

- Develop strategic plan for use of the park
- Develop site master plan
- Develop trail system
- Have the area logged by a professional logger
- Parking area



4.5 Current Recommendations on Greenways and Trails

Butzen Athletic Complex
- Pathway system encompassing the interior of the park
- Trail Head and pathway connector to the future Utility Corridor Trail.

Camelot Dog Run
- Pathway system encompassing the interior of the park.
- The Utility Corridor Trail may run through this park and out to Cty KK.

Dog Park (South Side) Partnership with the Town of Wilson
- Sidewalk connection along S. 18th Street.
- Pathway connection to the Utility Corridor Trail.
- Parking for Dog Park and Utility Corridor Trail.

Evergreen/Maywood/JC Quarry Park
- Paved pathway following the road around Evergreen Park.
- Continue improving and connecting hiking, mountain bike and ski trails.
- Provide maps for all trails and signage.

Shoreland 400 Trail, an off road asphalt pathway that runs north/south between Pennsylvania Avenue and North Avenue.
- Future connections to the south to Mead and north to County LS are planned.

South Pier Trail
- Continue off road paved trail from Indiana Avenue, south to King Park, along the shore of Lake Michigan.
- Acquisition of property or gain easement for this connection.
- Extended/floating pathway under 8th street bridge, on the south side, connecting S. Pier to the Highland House area.

South Shore Park
- Continue sidewalk or paved pathway from High Avenue, south along Lake Shore Drive to Ashland Avenue on the east side.

Taylor Drive Trail – Starts at Crocker Avenue and goes to Erie Avenue at Taylor County Park.
- Connection to Utility Corridor Trail along Taylor Drive.

Urban Rec Trail – Starts at Erie Avenue and goes east to the Lake Michigan and then north to Vollrath Park.
- Trail consist of on and off road pathways
- Continue to look for path connections to parks, schools and other points of interest.

Utility Corridor Trail – Construction is scheduled for 2018

- This trail will be an off road paved path and run from County Highway OK to Lakeshore Drive.
- A proposed trail head and parking area will be at the Butzen Park property.

Willow Creek Preserve (Schuchardt Property)

- Trail system within the park.
- Pathway connection to Taylor Drive Trail and Indiana.

Weeden Creek Road

- This is a high priority from S. Business Dr. to Lakeshore Drive.
- Pathway connection to current trail at S. 12th street.

Green Way Ponds

- Add viewing areas along the current trails.
- Improve accessibility to trails.
- Develop a trail system through the wooded area.

Connect Lower Downtown to the South Pier District via a pedestrian bridge at Virginia Avenue.

- As Sheboygan's South Pier peninsula is redeveloped into a vibrant commercial and residential neighborhood, this proposed bridge will provide a walkable line to Sheboygan's downtown employment and shopping district for the new residents of South Pier. It will also bring shoppers and needed pedestrian bike traffic into new development.

Continue to Connect Existing Trails and Bike Routes

- Please see the Sheboygan Trails and Bike Route Map. The map depicts the existing and proposed trails and existing and proposed on-street bike routes. Existing and proposed bridges both auto and bike/ped bridges are depicted on the map as well. The Sheboygan River makes bike and pedestrian travel more challenging. It is recommended that as each bridge is replaced over time, each is designed to accommodate bicycle and pedestrian traffic. In addition, a new bike/ped only bridge is recommended in a couple locations:

    1) Virginia Avenue to the new South Pier District
    2) A bridge connecting the east shore to the west shore/ Kiwanis Park

Indiana Avenue

- Installation of a cycle track form 17th street to west to Taylor Drive.

Wildwood River Trail - Area along the Sheboygan River, south of Wildwood Park from Kiwanis to Taylor Drive

- Consider hiring a consultant to create a trail plan for the land along the north side of the river and south of Wildwood Park. Trail and acquisition projects along the river are excellent candidates for Stewardship Grants.

Multi-Purpose Pathway Maintenance Plan

- Design a 5 to 10 year maintenance plan for crack filling, sealcoating and replacing paved trails.







4.6 Capital Improvement Plan for 2016 to 2020

General Recommendations

Accessible Restrooms

- Retrofit all parks and park facilities to be disabled accessible, including shelters and restrooms. Restroom buildings are built or upgraded; they should be designed to be barrier-free and accessible to all park users.
- Adhere to 2010 ADA standards for accessible design.

Playground Safety Surfaces

- Cover surfaces directly under play equipment and a safe zone around the play equipment with a 10-inch to 12-inch layer of resilient safety surface. The City of Sheboygan's preferred safety surface is mulch and wood fibar playground chip.

Park Acquisition

- Acquire additional parklands as appropriate to meet current and future recreational needs per the recommendations of the City's Comprehensive Recreational Outdoor Plan.

Trails and Greenways

- Develop a citywide, barrier-free, multi-purpose trail system that connects city and county parks, and provides access to natural and cultural resources in the community and region. Cooperate with various transportation agencies to provide safe crossings at major street and highway intersections.

Perform systematic routine maintenance of park facilities and equipment.

- Play equipment
- Splash pads
- Courts and fields
- Benches and picnic tables
- Trail system
- Restrooms and shelters

Capital improvements to a park are the addition of labor and materials that improve the overall value and usefulness of that park. Capital improvements are designed and funded individually through segregated municipal funds. Routine maintenance, on the

other hand, is considered to be the repair and upkeep of existing park facilities, such as painting a shelter building. Routine maintenance of park facilities does not appreciably increase the value or usefulness of the park, and is traditionally funded through the park department's operations budget. Non-routine maintenance of park facilities, such as upgrading a toilet facility to be barrier-free is usually considered to be a capital improvement.

Most projects can be easily identified and categorized, but some are difficult. When a project falls on the borderlines between a capital improvement and maintenance, the overall cost becomes the determinant. Projects with a high cost, such as for seal coating roads or parking lots, are categorized as capital improvements.

The capital improvements program for each park is a combination of several types of projects. These projects are ranked according to their importance and priority in the overall development of the park. Generally, capital improvements are ranked in the following manner:

- Improvements to Existing Facilities
    - Correct health and safety hazards
    - Upgrade deficient facilities
    - Modernize adequate but outdated facilities

- Installation of facilities as deemed appropriate and necessary through public demand (public meetings, Parks & Forestry Committee input, expected population growth)

- Development of new facilities as deemed necessary through comparison to NRPA park and recreation standards

Specifically, improvements to existing facilities rank the highest in the capital improvements program, while new facilities are usually ranked lower, according to their relative need in the park. Improvements that correct health and safety hazards are always the highest ranking priority. Improvements that are deemed necessary through comparison to natural park and recreation standards are usually ranked the lowest.

The facility cost estimates are for budget planning use only. The numbers are not intended as actual price quotes for facilities. An example would be $45,000 for a playground. A community can choose to spend either much more or much less for a playground. An expansive playground with equipment for tots through early teenage children can cost much more. A tot lot with minimal equipment and a small swing set

can cost much less. This cost estimate was developed as part of a 5 year planning process. When the time comes to actually purchase the play equipment, the parks committee will need to decide on the amount and kind of equipment they wish to provide at a specific park and set the budget accordingly.







4.7 Policy Recommendations

Planned Maintenance Program for Asphalt and Concrete Pavement

Tennis Courts will need to be repaved, possibly rebuilding the base as well. This plan recommends a detailed inventory of paved trails, parking lots, basketball courts and tennis courts by completed. The inventory should include condition information on each paved site, followed by an asphalt surfacing plan to be developed and sites prioritized by use and conditions.

Undesignated Open Space

The identification of Undesignated Open Space existing as a result of the lack of assignment of such open space to an officially designated function or purpose by the city, must be addressed. It is recommended that the City officially recognize each site and its designated purpose and at the same time assign the responsibility for the future development and maintenance.



Photo taken by Gary Klein, Sheboygan Press

SECTION 5: PARK ACQUISITION AND DEVELOPMENT MECHANISMS

5.1 Ways to Increase Park Acreage

The City of Sheboygan accepts donations and occasionally purchases land for park and open space use. The two City Ordinances relating to park land acquisition are shown below.

Extracts from Chapter 74 Parks and Recreation

Sec. 74-6 Donations.
The department of engineering and public works shall acquire in the name of the city for park, parkway, boulevard or pleasure drive purposes, by gift, devise, bequest or condemnation, either absolutely or in trust, money, real or personal property or any incorporeal right or privilege. Gifts to the city of money or other property, real or personal, either absolutely or in trust, for park, parkway, boulevard or pleasure drive purposes shall be accepted only after they have been recommended by the department of engineering and public works to the common council and approved by the council by resolution. Subject to the approval of the council, the department my execute every trust imposed upon the use of property or property rights by deed, testament or other conveyance transferring the title of such property to the city for park, parkway, boulevard or pleasure drive purposes. (Code 1975, § 27-4)

Sec 74-7 Purchase, lease and condemnation.
Subject to the approval of the council, the department of engineering and public works shall buy or lease lands in the name of the city for park, parkway, boulevard or pleasure drive purposes within or without the city, and, with the approval of the council, shall sell or exchange property no longer required for its purposes. The city is authorized, upon recommendation of the department of engineering and public works, to acquire by condemnation in the name of the city such lands within or without its corporate boundaries as it may need for public parks, parkways, boulevards and pleasure drives. (Code 1975, § 27-5)

The City of Sheboygan Subdivision Code (Appendix C of the Municipal Code) addresses the preservation of shoreland, natural features and the dedication of park land acres to the city. The parkland dedication ordinance is discussed in more detail in the following sections.

Extracts from Appendix C of the Municipal Code of the City of Sheboygan

6.1 Preservation of Natural Features.

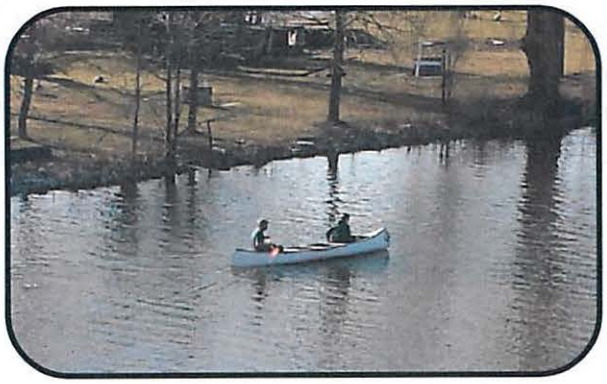
A. The Commission shall, wherever possible, establish the preservation of all natural features which add value to residential developments and to the community, such as large trees or groves, watercourses, beaches, historic spots, vistas and similar irreplaceable assets.
B. No tree, except if diseased or damaged, with a diameter of eight (8) inches or more as measured three (3) feet above the base of the trunk shall be removed unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the buildable area as established by the yard requirements of the City Zoning Ordinance.

6.2 Dedication of Lake and Stream Shore Lands.

A. The Commission shall require in every plat abutting a natural river, or navigable stream, the dedication of the lake and stream shore lands to the public.
B. The dedication of said lands shall be determined individually for each subdivision based on the conditions existing for the land to be subdivided; included but not limited to such factors as topography, erosion rates, beach conditions, flood hazards and vegetation.
C. The land to be dedicated shall, wherever possible, extend one hundred (100) feet inland from the established high watermark.

6.3 Dedication of Parks, Playgrounds and Other Open Space.

Where a proposed park, playground or other public open space shown on the Official Map or the Comprehensive Plan of the City is located within a proposed subdivision, the subdivider shall dedicate said park, playground or other open space to the City or Other appropriate public body. Such dedication shall be at the rate of one (1) acre for each thirty-five (35) lots to be created within the subdivision. Where said park, playground or other public open space is larger in area than the required dedication, the addition required land shall be made available to the City for purchase at raw land value for a period extending one year from the date of approval of the final plat.



5.2 Parkland Dedication/ Fees in Lieu Of and Impact Fees

Parkland Dedication Regulations

Many communities have developer exactions for parkland acquisition and recreational facilities development. These exactions are designed to help a growing community acquire land for new park facilities to keep pace with new residential development. As residents move into a new subdivision, they place additional stress on existing park facilities. Developer exactions, agreed upon during the subdivision review and approval period, provide land or cash or a combination of both to the City to be used for the provision of park facilities for the new neighborhood.

The City of Sheboygan subdivision ordinance (Appendix C: Subdivision Code; Subsection 6.3, Dedication of Parks, Playgrounds and Other Open Space) establishes provisions for the dedication of land for parks if this proposed park has been identified in the Comprehensive Plan or Official Map. In instances where a future park has been forecast, current regulations required the subdivider to dedicate 1 acre/35 lots. Where the park in question is too large for the number of proposed lots, the subdivider must provide adequate land for municipal purchase up to the amount required for the planned park. To be in line with State Statutes, the land dedication required needs to be rationally related to the public needs. It seems this rational is already provided in the case of Sheboygan because of the connection of the dedication to the Comprehensive Plan.

Impact Fees

Recent Wisconsin legislation (2005 Act 477) establishes new requirements for impact fees, essentially abolishing impact fee provisions unless a needs study is performed. Requirements include specific procedural requirements like requiring identification of specific projects to be completed as well as expending impact fee revenues within seven years of their collection.

Many communities collect "impact fees" at the time the building permit is issued for a new home. These impact fees can fund a variety of items including sewer and water construction, firefighting equipment, library facilities and park development. Regardless of what particular facility or service, the fee must be reasonably related to or somehow serve the new neighborhood. These fees go into a separate account to be spent on capital development of parks (or improvements to existing parks) to serve the new residents.

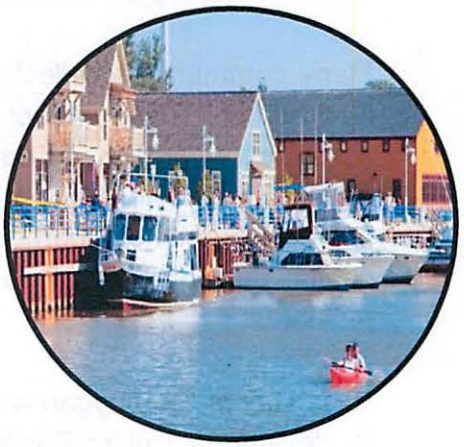
If the City of Sheboygan wishes to adopt and impact fee ordinance the City would need to develop a Public Facilities Needs Assessment that forecasts and quantifies the

collection of developer exactions. It is likely Sheboygan already develops a majority of the components necessary to justify impact fees. Examples include periodic capital improvement planning, population and household forecasting, and records related to current planning and zoning.









5.3 Grant Information for Park Acquisition and Development

The State and Federal government provides money to local governments for the acquisition and development of parks. It is important to note that most of the programs require that a local government submit to the WDNR a comprehensive outdoor recreation plan or master plan which has been approved by resolution by the submitting local government. By adopting the 2016 Comprehensive Outdoor Recreation Plan with a resolution, the City of Sheboygan has met the eligibility requirement for these grant programs until the year 2020. This section provides general information for many of the grant programs that may be used to acquire and develop local park facilities.

Wisconsin Department of Natural Resources (Federal Programs)

Land and Water Conservation Fund (LWCF)

This program allows up to a 50% grant through the Wisconsin Department of Natural Resources (WDNR). Funds can be used to develop outdoor park and recreational areas and their support facilities. Applicants compete on a statewide basis.
http://dnr.wi.gov/aid/lwcf.html

Recreational Trails Act (RTA) Program

This program allows up to a 50% grant for recreational trail projects through the WDNR. Funds can be used to development and maintenance of recreational trails and trail related facilities for both motorized and non-motorized recreational trail uses. Funds may be used in conjunction with funds from the state snowmobile or ATV grant programs and Knowles-Nelson Stewardship development projects.
http://dnr.wi.gov/Aid/RTA.html

Wisconsin Department of Natural Resources (Stewardship Programs)

Knowles-Nelson Stewardships Program http://dnr.wi.gov/topic/stewardship/grants/

- Acquisition and Development of Local Parks (ADLP)

  Funds can be used to acquire land for developing public outdoor recreation. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a regional basis.

- Urban Green Space (UGS)

  Funding is intended to provide open natural space within or in proximity to urban areas; to protect from urban development areas within or in proximity to urban areas that have scenic, ecological or other natural value; and to provide land for noncommercial gardening for the residents of an urbanized area. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources.

- Urban Rivers Program (UR)

  The Urban Rivers program aims to restore or preserve the character of urban river ways through the acquisition or development of land adjacent to rivers. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a statewide basis.

Wisconsin Department of Natural Resources (Other)

Recreational Boating Facilities

This grant can be used to fund channel dredging, feasibility studies, improvement and repair of locks, navigation aids, rehabilitation, trash skimming equipment, weed harvesting equipment and other specified construction projects. The DNR provides cost sharing up to 50% for eligible costs.
http://dnr.wi.gov/Aid/RBF.html

Surface Water Grants http://dnr.wi.gov/Aid/SurfaceWater.html

- Lake Management Planning Grant

  This grant can be used for the collection, analysis, and communication of information needed to conduct studies and develop management plans to protect and restore lakes and their watersheds. Projects funded under this subprogram often become the basis for implementation projects funded with the Lake Protection grants. There are two categories of lake management planning grants: small-scale and large-scale.

  - Small-scale are projects intended to address the planning needs of lakes where education, enhancing lake organizational capacity, and obtaining information of specific lake conditions are the primary project objectives.
  - Large-scale are projects intended to address the needs of larger lakes and lakes with complex and technical planning challenges. The result will be a lake management plan; more than one grant may be needed to complete the plan.

- Lake Protection Grants

  This grant assists with the implementation of lake protection and restoration projects that protect or improve water quality. Habitat or the elements of lake ecosystems. There are four basic Lake Protection subprograms: Land/Easement Acquisition, Wetland and Shoreline Habitat Restoration, Lake Management Plan Implementation, and Healthy Lakes Projects.

  - Land/Easement Acquisition grants are intended for the acquisition of property or property rights (easement) to protect lakes and their

ecosystems. Maximum funding amount is 75% of total project costs, not to exceed $200,000.

- Wetland and Shoreline Habitat Restoration grants are intended to protect or improve water quality or natural ecosystem of a lake by restoring adjacent degraded wetlands or tributary to lakes. Shoreline habitat restoration grants are intended to provide financial assistance, including incentive payments, to owners of developed lake front lots to re-established riparian habitat. Maximum funding amount is 75% of total project costs, not to exceed $100,000.
- Lake Management Plan Implementation grant provides financial assistance to eligible applicants that have completed a lake management plan to implement the plan's DNR-approved recommendations. Maximum funding amount is 75% of total eligible project costs not to exceed $200,000.
- Healthy Lakes Projects grants are a sub-set of Plan Implementation Grants to fund increased installation of selected best management practices on waterfront properties within the burden of developing a complex lake management plan. Maximum amount funded is 75% of the total project cost, not to exceed $25,000. Grants run for a 2 year time period.

- River Protection Grants

  This grant is intended to assist in the formation of river management organizations and provide support and guidance to local organizations that are interest in helping to manage and protect rivers, particularly where resources and organizational capabilities may be limited. This grant program protects rivers by: providing information on riverine ecosystems; improving river system assessment and planning; increasing local understanding of the causes of river problems; and assisting in implementation management activities that protect or restore river ecosystems. The River Protection Grant has three subprograms: River Planning, River Management, and Land/Easement Acquisition

  - River Planning grants are designed for collection, assessment and dissemination of information on riverine ecosystems, to assist in developing organizations to help manage rivers, to assist public in understanding riverine ecosystems, and to create management plans for the long term protection and improvement of riverine ecosystems. Maximum funding amount is 75% of the total project costs not to exceed $10,000.

- River Management grants is a cost-sharing to assist in the implementation of management activities that will help protect or improve streams, rivers, and riverine ecosystems. Maximum funding is 75% of the total project costs not to exceed $50,000.
- Land/Easement Acquisition grant is for the acquisition of all property rights (fee simple) or some property rights (easements) to protect rivers and their ecosystems. Maximum funding is 75% of the total project costs not to exceed $50,000.

Urban Forestry Grants http://dnr.wi.gov/topic/UrbanForests/grants/index.html

These grants fall into three categories: Regular grants, startup grants and catastrophic storm grants.

- Regular grants are competitive cost-share grants up to $25,000. Grants are to support new innovative projects that will develop sustainable urban and community forestry programs, not to subsidize routine forestry activities. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year.
- Startup grants are competitive cost-share grants of up to $5,000. These simplified grants are available to communities that want to start or restart an urban forestry program. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year. Only one startup grant may be awarded to an applicant per year.
- Catastrophic storm grants fund tree repair, removal or replacement within urban areas following a catastrophic storm event for which the governor has declared a State of Emergency under s. 323.10, Wis Stats. Grants range from $4,000 to $50,000. No local match is required for this grant program. Project must be completed within 365 days from governor's emergency declaration.

Urban Wildlife Damage and Abatement Control (UWDAC)

Funds help urban areas develop wildlife plans, implement specific damage abatement and/or control measures for white-tailed deer and/or Canada geese.
http://dnr.wi.gov/Aid/UWDAC.html

For information on other possible grant opportunities, please visit the DNR website at http://dnr.wi.gov/aid/grants.html.

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G: CORP Community Survey Results
H: Wildwood Baseball –Project Phase and Design Map
I: Butzen Property Map
J: Willow Creek Preserve Map

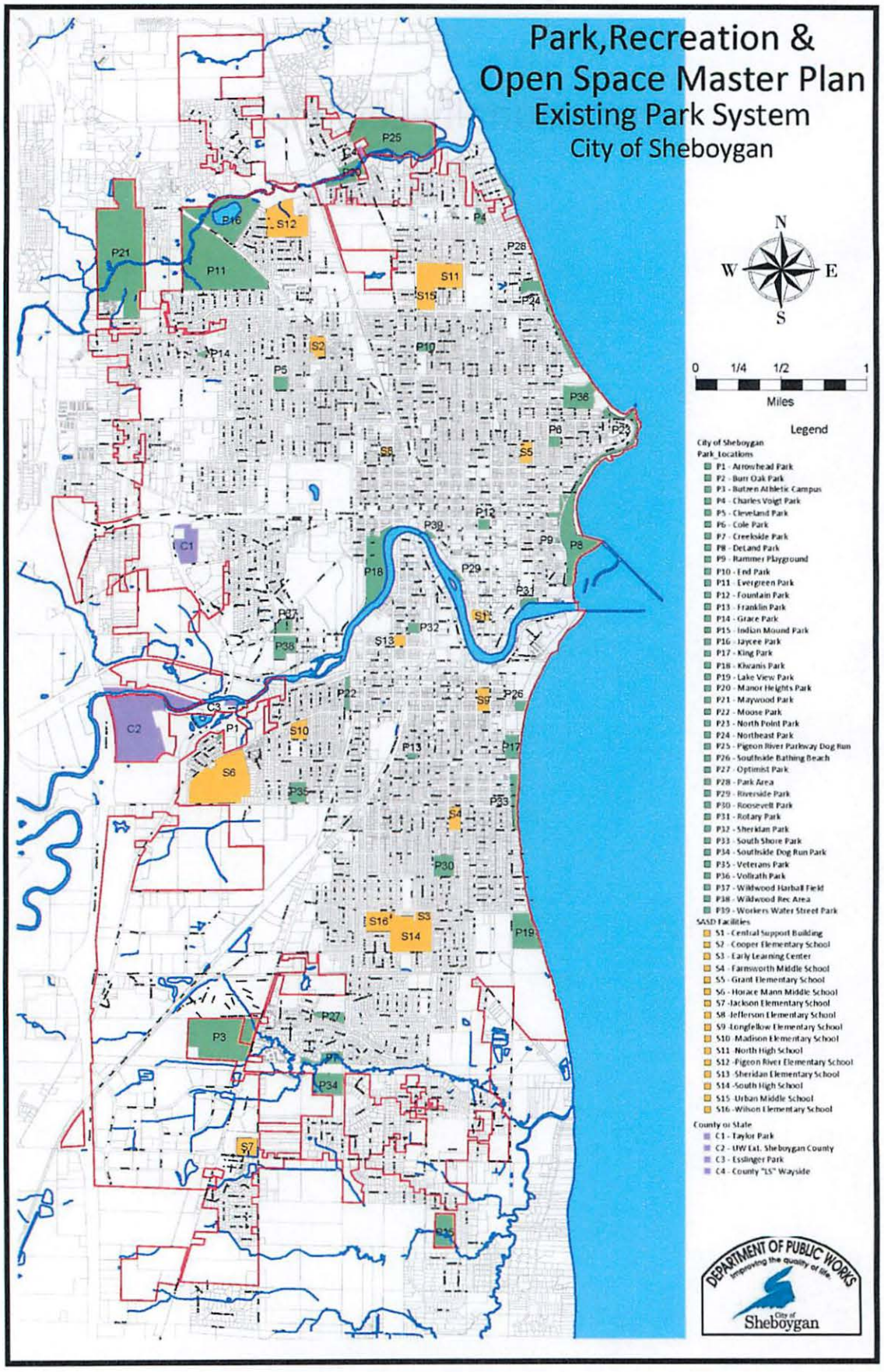
Park,Recreation & Open Space Master Plan

Location Map

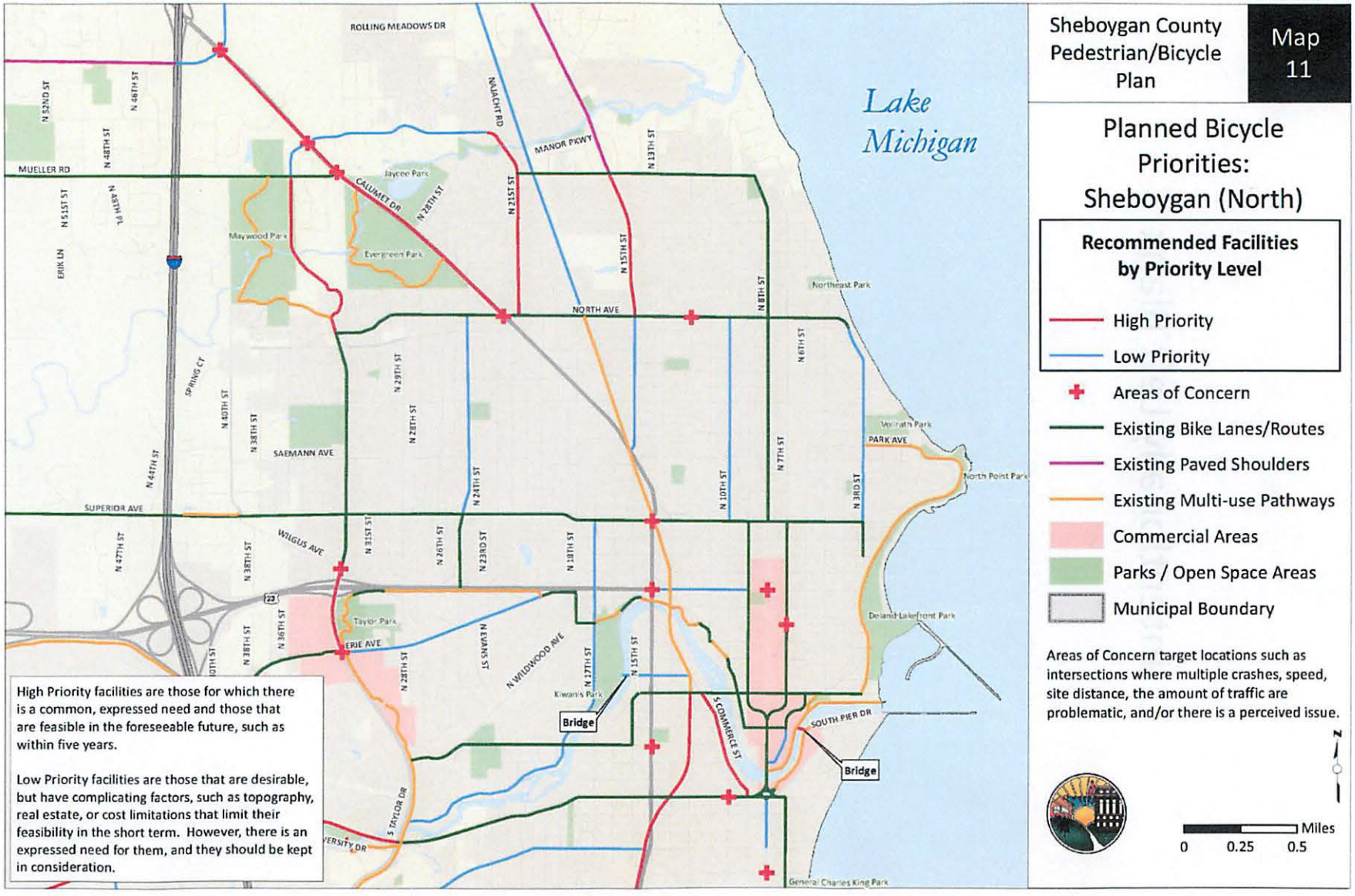
City of Sheboygan



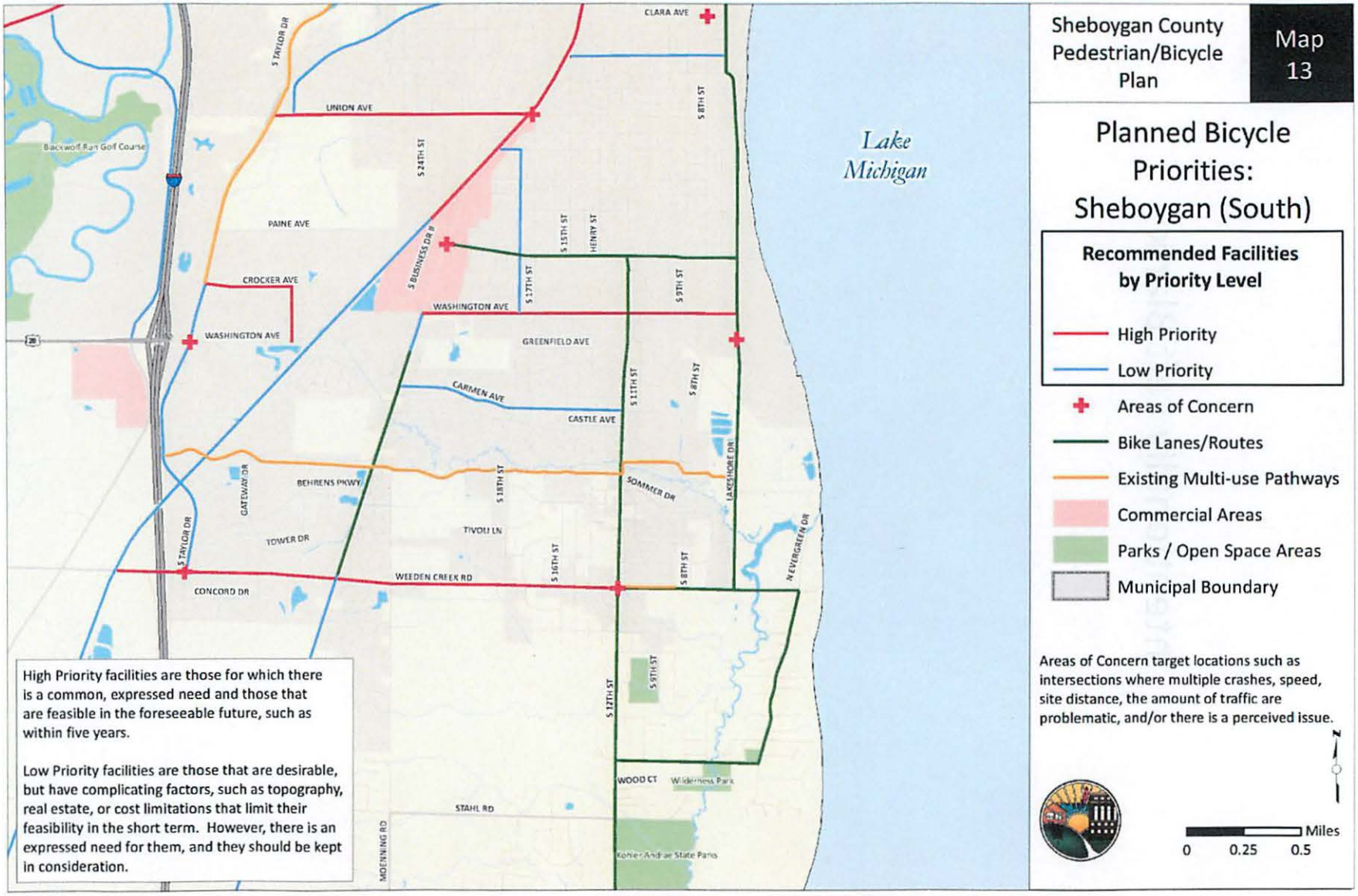
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Park,Recreation &
Open Space Master Plan
Existing Park System
City of Sheboygan
N
W
E
S
0 1/4 1/2 1
Miles
Legend
City of Sheboygan
Park_locations
P1 - Arrowhead Park
P2 - Burr Oak Park
P3 - Butzen Athletic Campus
P4 - Charles Voigt Park
P5 - Cleveland Park
P6 - Cole Park
P7 - Creekside Park
P8 - DeLand Park
P9 - Rammer Playground
P10 - End Park
P11 - Evergreen Park
P12 - Fountain Park
P13 - Franklin Park
P14 - Grace Park
P15 - Indian Mound Park
P16 - Jaycee Park
P17 - King Park
P18 - Kiwanis Park
P19 - Lake View Park
P20 - Manor Heights Park
P21 - Maywood Park
P22 - Moose Park
P23 - North Point Park
P24 - Northeast Park
P25 - Pigeon River Parkway Dog Run
P26 - Southside Bathing Beach
P27 - Optimist Park
P28 - Park Area
P29 - Riverside Park
P30 - Roosevelt Park
P31 - Rotary Park
P32 - Sheridan Park
P33 - South Shore Park
P34 - Southside Dog Run Park
P35 - Veterans Park
P36 - Vollrath Park
P37 - Wildwood Softball Field
P38 - Wildwood Rec Area
P39 - Workers Water Street Park
SASD Facilities
S1 - Central Support Building
S2 - Cooper Elementary School
S3 - Early Learning Center
S4 - Farnsworth Middle School
S5 - Grant Elementary School
S6 - Horace Mann Middle School
S7 -Jackson Elementary School
S8 -Jefferson Elementary School
S9 -Longfellow Elementary School
S10 -Madison Elementary School
S11 -North High School
S12 -Pigeon River Elementary School
S13 -Sheridan Elementary School
S14 -South High School
S15 -Urban Middle School
S16 -Wilson Elementary School
County or State
C1 - Taylor Park
C2 - UW Ext. Sheboygan County
C3 - Esslinger Park
C4 - County "LS" Wayside
DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

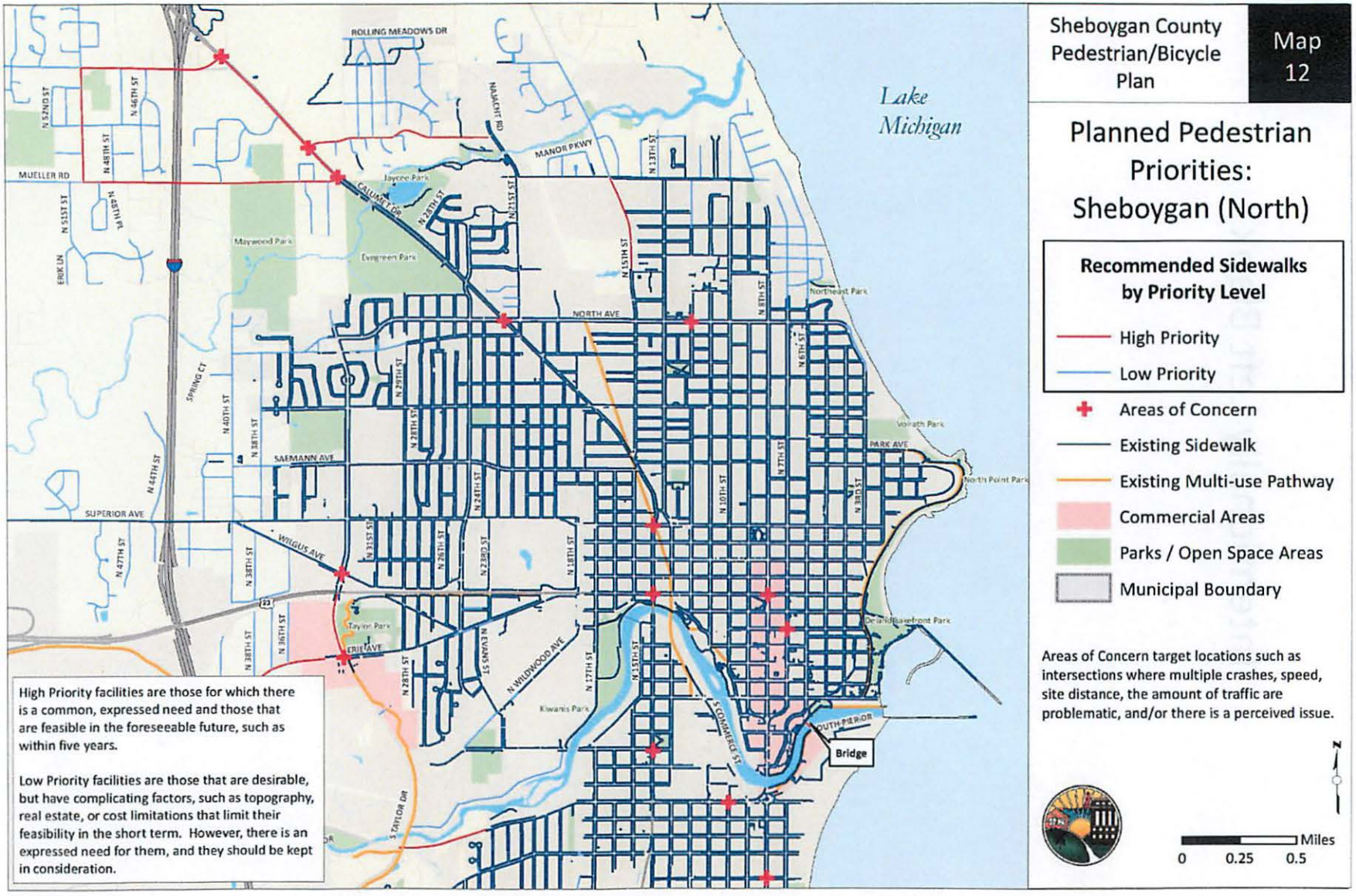
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Sheboygan County Pedestrian/Bicycle Plan
Map 11
Planned Bicycle Priorities: Sheboygan (North)
Recommended Facilities by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Bike Lanes/Routes
Existing Paved Shoulders
Existing Multi-use Pathways
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.
Lake Michigan
ROLLING MEADOWS DR
MUELLER RD
CALUMET DR
MANOR PKWY
NORTH AVE
PARK AVE
SAEMANN AVE
SUPERIOR AVE
WILGUS AVE
ERIE AVE
SOUTH PIER DR
Bridge
Bridge
Jaycee Park
Maywood Park
Evergreen Park
Northeast Park
North Point Park
Taylor Park
Kiwanis Park
Deland Lakefront Park
General Charles King Park
Miles
0
0.25
0.5

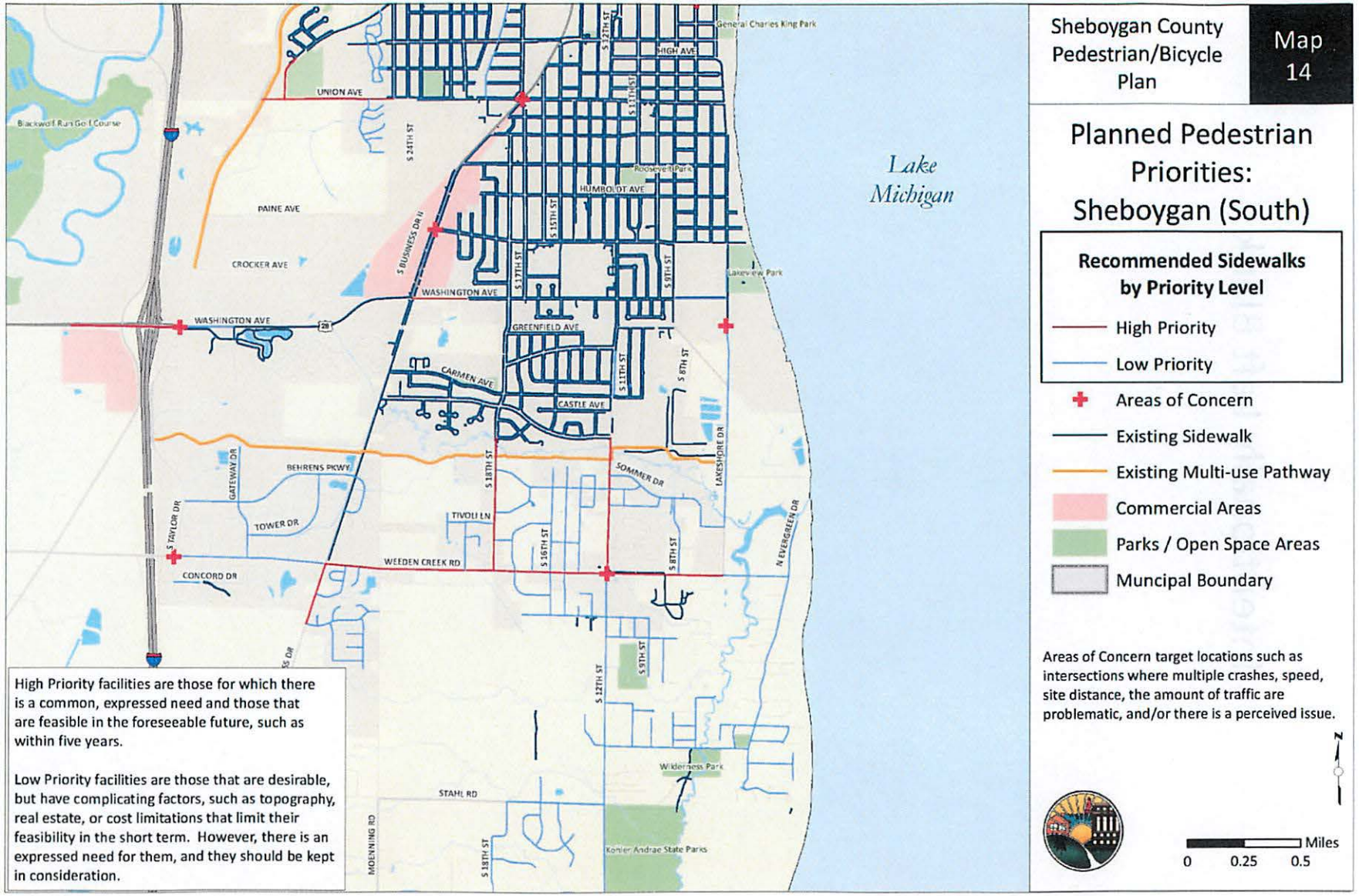
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Sheboygan County Pedestrian/Bicycle Plan
Map 13
Planned Bicycle Priorities: Sheboygan (South)
Recommended Facilities by Priority Level
High Priority
Low Priority
Areas of Concern
Bike Lanes/Routes
Existing Multi-use Pathways
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Miles
0
0.25
0.5
Lake Michigan
CLARA AVE
UNION AVE
PAINE AVE
CROCKER AVE
WASHINGTON AVE
GREENFIELD AVE
CARMEN AVE
CASTLE AVE
BEHRENS PKWY
TOWER DR
TIVOLI LN
SOMMER DR
WEEDEN CREEK RD
CONCORD DR
WOOD CT
STAHL RD
MOENNING RD
S TAYLOR DR
S 24TH ST
S BUSINESS DR 8
S 17TH ST
S 15TH ST
HENRY ST
S 9TH ST
S 8TH ST
S 11TH ST
S 18TH ST
S 16TH ST
S 12TH ST
S 5TH ST
LAKESHORE DR
NEVERGREEN DR
GATEWAY DR
Backwolf Run Golf Course
Wilderness Park
Kohler-Andrae State Park
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

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Sheboygan County Pedestrian/Bicycle Plan
Map 12
Planned Pedestrian Priorities: Sheboygan (North)
Recommended Sidewalks by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Sidewalk
Existing Multi-use Pathway
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Miles
0
0.25
0.5
Lake Michigan
ROLLING MEADOWS DR
MUELLER RD
MANOR PKWY
NAJACHT RD
CALUMET DR
NORTH AVE
SAEMANN AVE
SUPERIOR AVE
WILGUS AVE
ERIE AVE
PARK AVE
SOUTH PIER DR
Bridge
Jaycee Park
Maywood Park
Evergreen Park
Taylor Park
Kiwanis Park
Northeast Park
Volkath Park
North Point Park
Deland Lakefront Park
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

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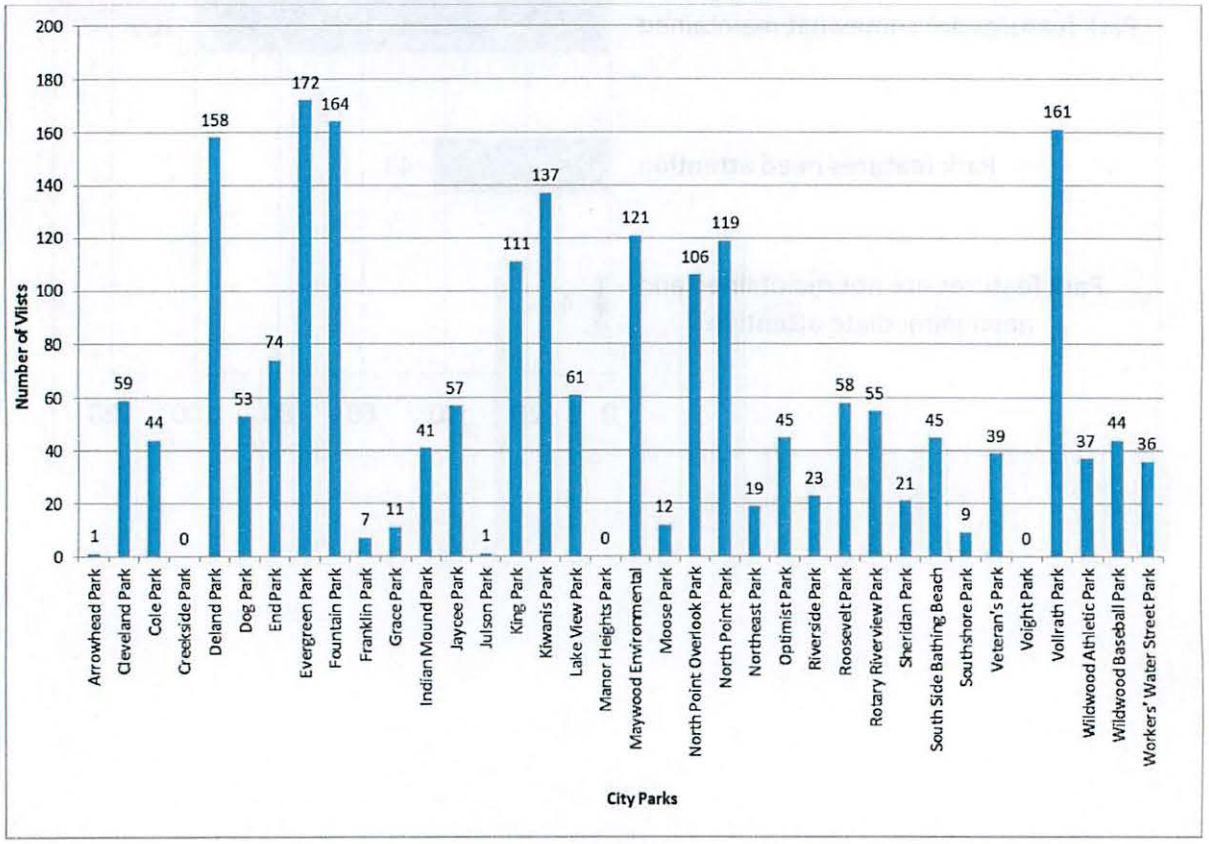

Sheboygan County Pedestrian/Bicycle Plan
Map 14
Planned Pedestrian Priorities: Sheboygan (South)
Recommended Sidewalks by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Sidewalk
Existing Multi-use Pathway
Commercial Areas
Parks / Open Space Areas
Muncipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Lake Michigan
General Charles King Park
Blackwolf Run Golf Course
Roosevelt Park
Lakeview Park
Wilderness Park
Kohler-Andrae State Parks
UNION AVE
HIGH AVE
HUMBOLDT AVE
PAINE AVE
CROCKER AVE
WASHINGTON AVE
GREENFIELD AVE
CARMEN AVE
CASTLE AVE
BEHRENS PKWY
SOMMER DR
TIVOLI LN
WEEDEN CREEK RD
CONCORD DR
STAHL RD
S BUSINESS DR H
S 24TH ST
S 17TH ST
S 15TH ST
S 12TH ST
S 11TH ST
S 9TH ST
S 8TH ST
S 18TH ST
S 16TH ST
S TAYLOR DR
GATEWAY DR
TOWER DR
LAKESHORE DR
N EVERGREEN DR
MOENNING RD
Miles
0
0.25
0.5
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

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Online Survey Results

An online survey was available for residents from February 16, 2015 through March 17, 2015 which paper copies were available upon request. During that time we received 232 responses. Below you will see the questions and the responses received from the online participants.

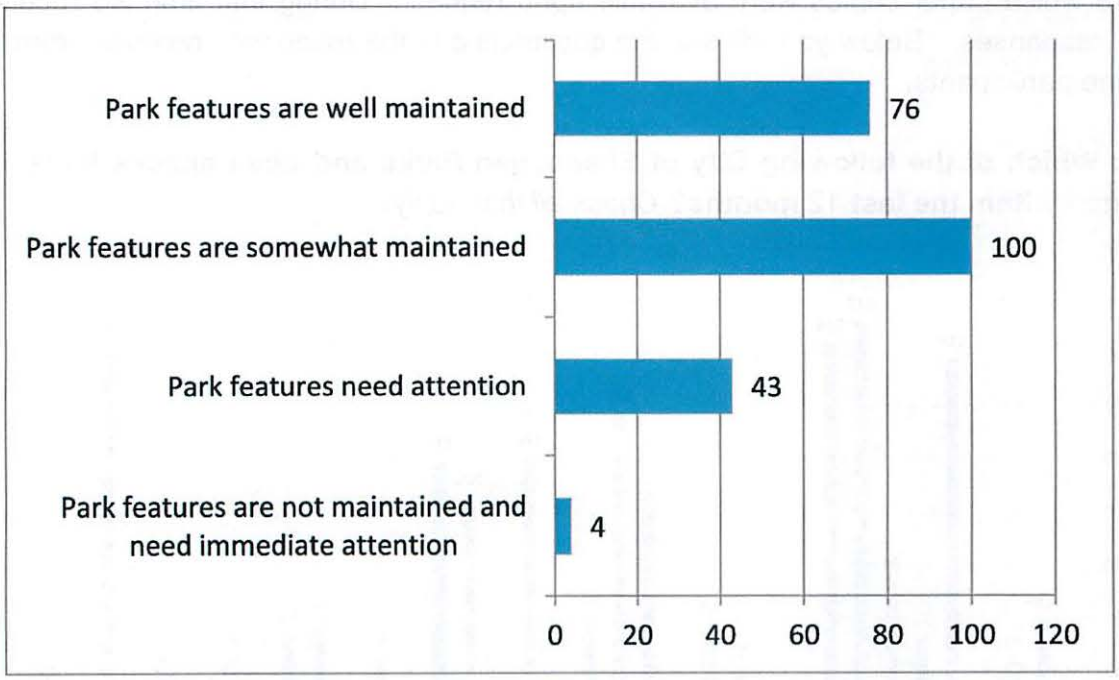
Q1: Which of the following City of Sheboygan Parks and open spaces have you visited within the last 12 months? *Check all that apply.*



Q2: How would you rate the appearance of our City Parks?

Answer Options	Response Count	Response Percent
Attractive	79	34.05%
Somewhat Attractive	126	54.31%
Somewhat Unattractive	22	9.48%
Unattractive	5	2.16%
	232	
Skipped question	**0**	

Q3: How well would you rate the quality of maintenance of our City Parks?



Q4: Identify the five most frequent outdoor activities that you have participated in during the last 12 months:

Answer Options	Response Count	Response Percent
Walking	169	76.47%
Picnicking	90	40.72%
Playground	86	38.91%
Dog Walking	71	32.13%
Bicycling	70	31.67%
Hiking	65	29.41%
Unstructured Play	60	27.15%
Wildlife Viewing	52	23.53%
Swimming	37	16.74%
Jogging/Running	35	15.84%
Fishing	35	15.84%
Baseball/Softball	32	14.48%
Camping	30	13.57%
Soccer	25	11.31%
Kayaking/Canoeing	22	9.95%
Boating (lake access)	18	8.14%
Basketball	12	5.43%
Tennis	12	5.43%
Football	10	4.52%
Martial Arts/Tai Chi/Yoga	4	1.81%
Skating/Skateboarding	4	1.81%
NA	2	0.90%
Answered	**221**	
Skipped	**11**	
Comments	**34**	

Q5: Following is a list of outdoor activities. For each please identify whether the activity is something you always, often, sometimes, or never do.

Answer Options	Always	Often	Sometimes	Never Do	Response Count
Walking	106	78	37	2	223
Hiking	28	52	90	34	204
Taking a Child to a playground	42	58	69	37	206
Exercising your dog at a park	22	26	36	115	199
Bicycling	35	52	65	49	201
Picnicking	16	48	118	22	204
Play or watch baseball/softball	17	35	70	73	195
Play or watch soccer	11	22	37	121	191
Skateboarding	0	6	10	166	182
Answered					**225**
Skipped					**7**
Comments					**19**

Q6: Identify the five most frequent type of public park facilities or amenities that you have used during the last 12 months:

Answer Options	Response Count	Response Percent
Beach Area	113	51.36%
Bike/ Pedestrian Paths	101	45.91%
Playgrounds	97	44.09%
Picnic Areas	96	43.64%
Hiking Trails	86	39.09%
Open Space	62	28.18%
Areas for Unstructured Play	56	25.45%
Sports Fields (Baseball. Softball, Football, Soccer)	52	23.64%
Wildlife Viewing Areas	51	23.18%
Dog Parks	46	20.91%
Splash Pad	36	16.36%
Disc Golf	30	13.64%
Campgrounds	25	11.36%
Boat Ramps	22	10.00%
Fishing Access Points	20	9.09%
Tennis Courts	17	7.73%
Kayaking Access Points	15	6.82%
Swimming Pools	10	4.55%
Basketball Courts	10	4.55%
Skate Park	9	4.09%
Martial Arts/Tai Chi/Yoga	4	1.82%
NA	2	0.91%
Answered	**220**	
Skipped	**12**	
Comments	**13**	

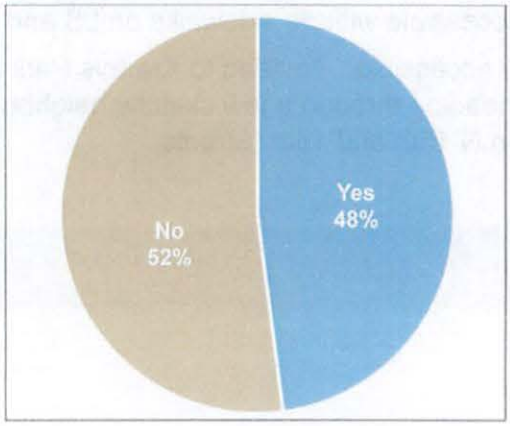
Q7: Choose the statement that best describes the variety of parks and open spaces currently available within City limits.

Answer Options	Response Count	Response Percent
City has an excellent mixture of neighborhood and community parks and open spaces serving the community.	68	31.05%
City has a good mixture of neighborhood and community parks but has some needs.	115	52.51%
City needs to address the variety of neighborhood and community parks and open spaces serving the community.	31	14.16%
City has poor mixture of neighborhood and community parks and open spaces serving the community.	5	2.28%
Answered	**219**	
Skipped	**13**	
Comments	**26**	

Q8: Identify the three most important public park facilities or amenities that you think Sheboygan needs or needs more of:

Answer Options	Response Count	Response Percent
Swimming Pools	63	29.44%
Lighting	61	28.50%
Bike/ Pedestrian Paths	58	27.10%
Playgrounds	42	19.63%
Landscaping	39	18.22%
Hiking Trails	36	16.82%
Dog Parks	36	16.82%
Picnic Areas	31	14.49%
Wildlife Viewing Areas	27	12.62%
Splash Pad	22	10.28%
Areas for Unstructured Play	20	9.35%
Campgrounds	20	9.35%
Sports Fields (Baseball. Softball, Football, Soccer)	20	9.35%
Open Space	18	8.41%
Beach Area	17	7.94%
Kayaking Access Points	17	7.94%
Fishing Access Points	15	7.01%
Tennis Courts	12	5.61%
Skate Park	11	5.41%
Volleyball Courts	9	4.21%
Disc Golf	8	3.74%
Boat Ramps	6	2.80%
Basketball Courts	6	2.80%
Martial Arts/Tai Chi/Yoga	2	0.93%
Answered	**214**	
Skipped	**18**	
Comments	**24**	

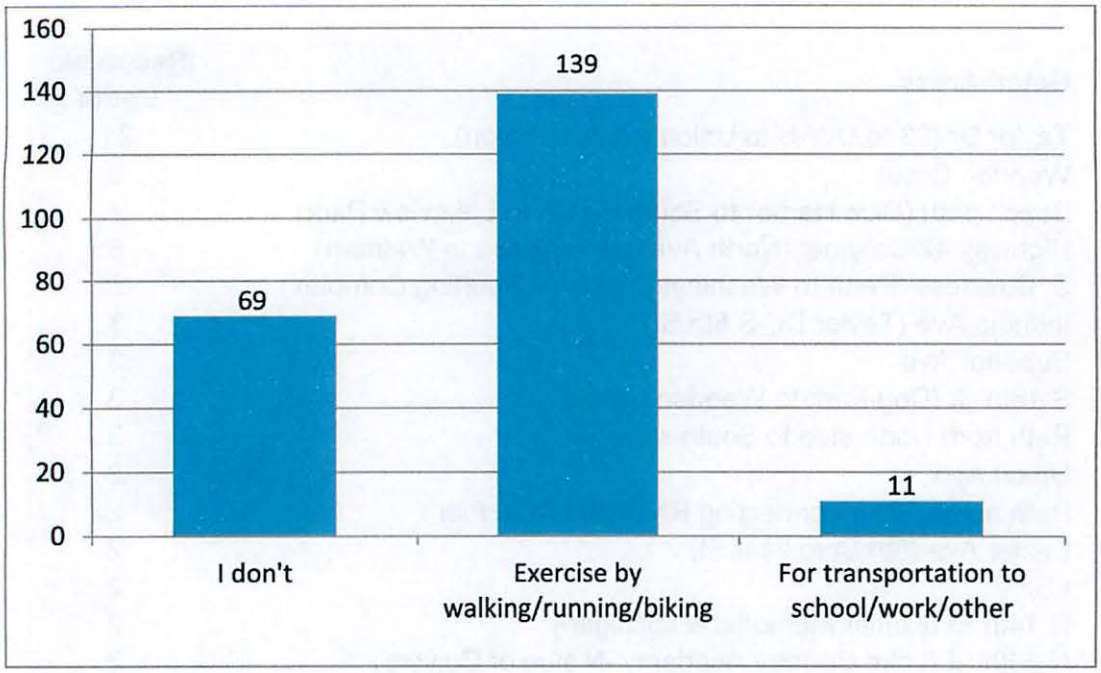
Q9: Would you like to see more small parks (pocket parks) dispersed throughout the City's residential neighborhoods?



Q10: If you live in the City limits, do you have a park easily accessible to where you live? If not, what area of the City do you live in?

Out of the 150 survey takers that answered: 132 of them had a park in near vacinity to their homes, 16 did not and 2 stated it was not applicable.	
Below are the areas that were noted:	
1) 27th and Center. No public park space within walking distance. Erie Avenue has no sidewalks on south side of street. Sidewalk on north side of street is in very poor condition and narrower than current city specs.	
2) Sommer Drive -no playgrounds within walking distance.	
3) No. We live near Done Caans. The only park within good walking distance is the dog park. We use that, but there is no playground. The closest is optimist, which is pretty far.	
4) Far north side	
5) Not for grade school & up kids. Parkwood Blvd. area	
6) No, we live on the south. Sunnyside area	
7) We do not have a Park. Live at 15xx Michigan Ave	
8) No. Pineview Heights (North Field Drive)	
9) We live between Kohler Memorial and Superior Ave. Closest parks are all near busy roads. Near St. Nick	
10) Not that close, End Park is the nearest. We are on National Ave between 8th and 9th St.	
11) Southside	
12) North Flats Neighborhood	
13) No. Fairway Drive	
14) No. We are in Pine Bluff/ White Pine Ln. area. Closest "park" is Pigeon Rover School, and not easily accessible with no sidewalks on LS and on N 21st St.	
15) I wouldn't say easily accessible. To head to Kiwanis Park means crossing some pretty busy streets and heading through a few sketchy neighborhood blocks. We live on Superior Ave between N 15th and 16th Streets.	
16) Weeden Creek Rd	
Answered	**150**
Skipped	**82**

Q11: How do you use the Bike/Pedestrian Paths in Sheboygan?



Q12: Is there an area within the City that needs a trail or sidewalk to make pedestrian travel easier and safer?

Noted Areas	Response Count
Taylor Dr (23 to UW-S to Union to Washington)	21
Weeden Creek	9
Beach path (Blue Harbor to South Beach to Lakeview Park)	7
Highway 42/Calumet (North Ave to Evergreen to Walmart)	5
S. Business (Penn to Washington to New Sporting Complex)	5
Indiana Ave (Taylor Dr -S 8th St)	3
Superior Ave	3
S 18th St (Dog Park to Weeden Creek)	3
Path from North side to South side	3
Union Ave	2
Path across river connecting Riverfront to S. Pier	2
Eisner Ave (8th St to 21st St)	2
LS	2
N 14th St (Kohler Memorial & Michigan)	2
N 40th St (Lake Country Academy -N side of Culvers)	2
All of them	2
Erie Ave	1
Mill Rd to 21st to Eisner	1
Washington St (S 18th to S Business Dr)	1
Wilgus	1
Path on South side of City	1
Path along Sheboygan River to Falls	1
Path to Oostburg	1
Plank Rd Trail to Lakefront	1
Path with few major crossings and with water view	1
N 15th St (Piggly Wiggly area)	1
S 12th St (Carmen Ave to Weeden Creek)	1
Everywhere	1
NA	25
Yes but I can recall at this time	3

Noted Repairs
N 6th Street sidewalks between Niagara & Superior
Union Ave sidewalks don't have ramps at crosswalks
Sidewalks throught the City need repair
Walkway steps from Swift Rd to Lakeshore Dr (rocks are loose)

Suggestions/Concerns
Parking lot at South side dog park
Broughton Dr Trail -Pedestrians only. Bikes go too fast
All streets should have sidewalks
Downtown -vehicles are not mindful/ patient of pedestrians or bikes
Sidewalks not shoveled -Washington Ave & S. Business Dr (Shopping Center) and Erie Ave/ Kohler Memorial Dr bridge and crosswalks

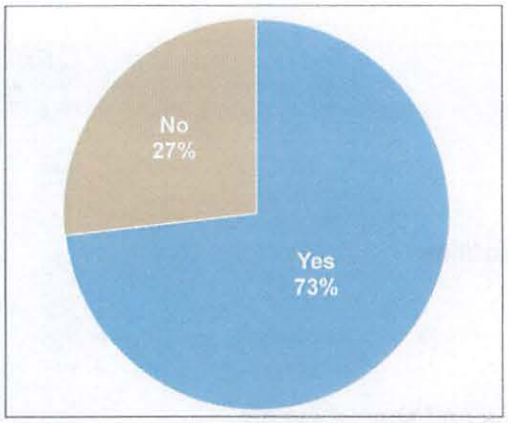
Q13: Identify all facilities or amenities you think are adequately available in Sheboygan:

Answer Options	Response Count	Response Percent
Beach Access	136	73.12%
Sports Fields (Baseball. Softball, Football, Soccer)	123	66.13%
Playgrounds	117	62.90%
Picnic Areas	113	60.75%
Boat Ramps	100	53.76%
Areas for Unstructured Play	98	52.69%
Basketball Courts	84	45.16%
Fishing Access Points	83	44.62%
Tennis Courts	81	43.55%
Open Space	73	39.25%
Bike/ Pedestrian Paths	71	38.17%
Wildlife Viewing Areas	55	29.57%
Hiking Trails	52	27.96%
Volleyball Courts	46	24.73%
Campgrounds	26	13.98%
Swimming Pools	13	6.99%
Answered	**186**	
Skipped	**46**	
Comments	**15**	

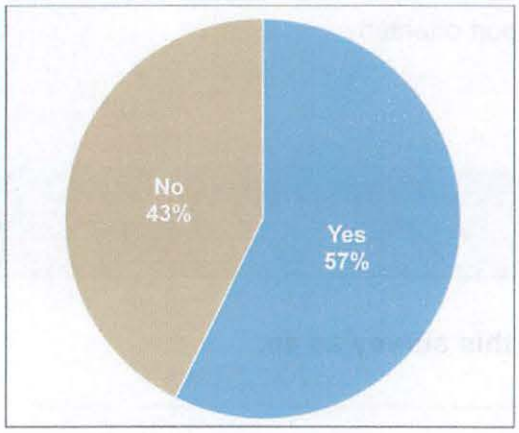
Q14: Do you believe it is very important, somewhat important, somewhat unimportant or very unimportant for the City to undertake the following tasks over the next few years?

Answer Options	Very Important	Somewhat Important	Somewhat Unimportant	Very Unimportant	Response Count
Acquire land for parks/ recreational facilities	54	90	51	16	211
Acquire land to protect open space and natural resources	92	74	33	12	211
Increase resources for park maintanance	95	91	26	1	213
Increase education about parks & open space to young people	72	95	35	10	212
Increase parks and open space volunteer opportunities	65	104	35	5	210
Diverse recreational options for all ages and abilitiy levels	105	80	19	5	209
Improve public access and parking to parks and rec facilities	63	88	51	6	208
Provide more multi-use trail networks throughout the city	89	71	39	11	210
Answered					**214**
Skipped					**18**

Q15: Do you feel safe in the City of Sheboygan's Parks?



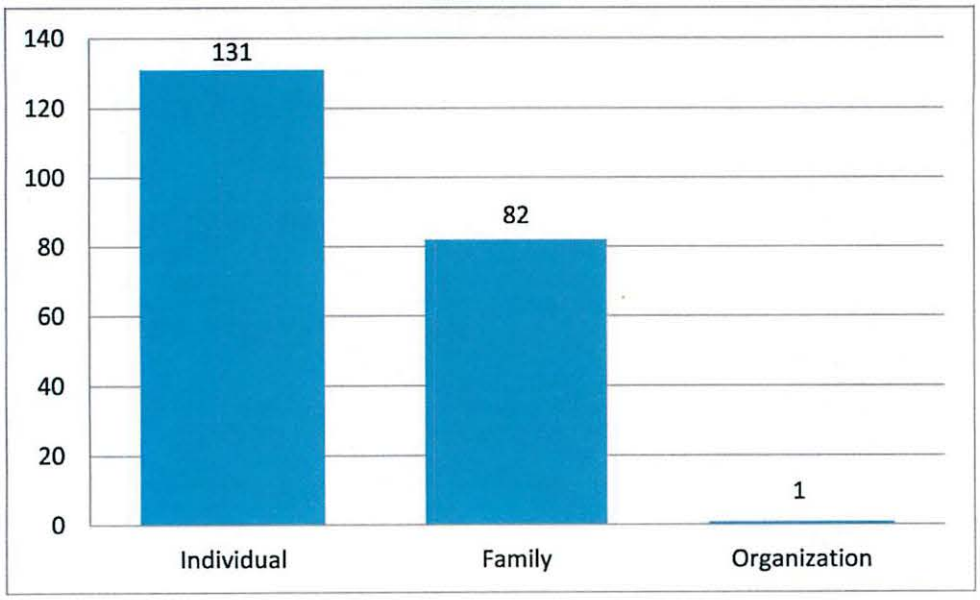
Q16: Do you feel that the City does a good job of informing the public about our parks and their rules?



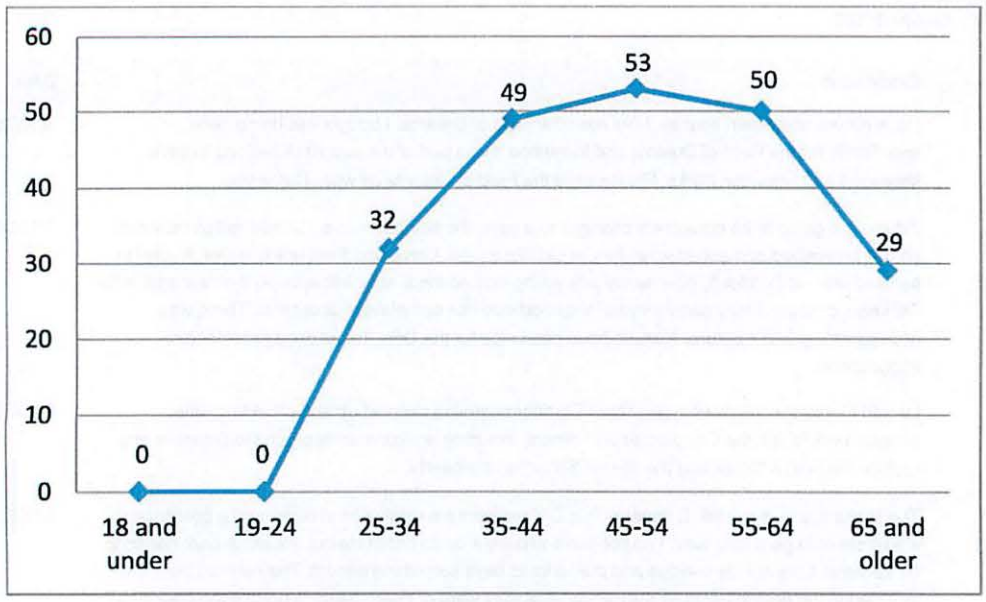
Q17: What changes, if any, would you and members of you households like to see in Sheboygan's Parks? *Check all that apply.*

Answer Options	Response Count	Response Percent
Improve lighting	108	50.94%
Improve maintenance	100	47.17%
Improve existing park facilities	99	46.70%
More trails/ paths	84	39.62%
Improve landscaping	74	34.91%
Improve or add programs and special events	67	31.60%
Improve public safety	64	30.19%
Address dog owner's needs	58	27.36%
More passive facilities -relaxation oriented	50	23.58%
Improve dog control	44	27.75%
More active facilities -sport oriented	32	15.09*%
Improve access	20	9.43%
No change needed	12	5.66%
Answered	**212**	
Skipped	**20**	
Comments	**36**	

Q18: Are you filling out this survey as an:



Q19: Age of individual completing the survey:



Q20 Additional Comments

Answered: 49 Skipped: 183

#	Responses	Date
1	I love nature and green spaces. I live near the Field of Dreams. I bought this home here specifically for the Field of Dreams and Maywood. I was part of the successful efforts to save Maywood and Sheridan Parks. Please save the Field of Dreams as well. Thank you.	3/10/2015 11:28 PM
2	If there are going to be equipment changes to a park, the neighbors in a 1/2 mile radius (at least) should be notified and asked what they would like to see. Cleveland Park is a disaster. It used to be filled with kids under 5, now hardly any young kids go there at all because all the new stuff is for 7/8 years or older. Many people in the neighborhood has complained about this. There was nothing wrong with it before. It would have been nice for the Dept. to get our opinion and/or suggestions.	3/10/2015 9:34 PM
3	I would like to see the Sheboygan River Corridor shoreline cleaned up and provide greater access. I would like the City partner with others, including environmental groups to preserve and restore the Willow Creek and the former Schuchardt property.	3/10/2015 2:48 PM
4	The Parks are nice overall. It appears that City workers are rarely see in parks and a presence would seem to go a long way. I do not skate and my kids do not skate but the skate park needs to be updated. Lots of kids use this and they should have something decent. They should be included in the design because they know what they want or need. Need to update the basketball support structures so you can actually make a basket. Time to get rid of double rims, steel nets, massive supports, etc. Lots of people play Frisbee golf - keep those areas maintained. Street medians and sidewalks need to be maintained - weeds are not landscaping. There appears to be less of a focus on maintaining these highly visible areas that leave an impression on both citizens and visitors - impressions about Sheboygan. The fire pits at Deland are a good idea - maybe consider expanding on that at other beaches. The surfing and kite surfing are cool yet there appears to have been no consideration of what their needs may be. Those are opportunities to add certain amenities that will attract more people to this area for those recreational opportunities. Still think the City has a real opportunity to make the Sheboygan River area by S. Taylor Drive and Indiana Avenue more of an attraction or nice spot to hangout and take in the nature - fishing, kayaking, wildlife viewing, biking, etc. With the bike trail going on Taylor this seems like a real natural place for a nice trail head structure of some type. Need to take in consideration ice dams and flooding. Create a whitewater rapids area in the Sheboygan River for Kayakers (see Charles City, Iowa and Wausau, WI). This was created and is not natural. https://www.youtube.com/watch?v=O8OQcrshjcI https://www.youtube.com/watch? v=KzFT032P7-g The greenspace area south of the parking circle at the end of S. Pier Drive by Blue Harbor is a real opportunity. It is boring greenspace right now. Create a cool garden or landscape area with a gazebo. Maybe local landscapers could be given small areas or plots showing off their products and what they can do. Would be a great addition and a very natural spot for photography opportunities (weddings, activity, the lake, etc.). This space should be way better. It would be nice to see more art in the community. Partner with JMKAC and gets some nice artists pieces in the parks, street medians, etc. - similar to the successful chance you took with the artists drawings on public structures. Create a beer garden in the a park. Need to be creative in obtaining money and volunteers to help make some of these nice thoughts reality. Good luck!	3/5/2015 9:34 AM
5	all in all I think the city does a good job on our parks. I would like to see a few improvements in the south side dog park but I am just happy we got a decent place to run our dogs. I wish the people of this city would pick up after there dogs at this park. could we as citizens volenteer to do work in the dog park.	3/2/2015 9:23 PM

6	A summer vending snack with hamburgers and brats near North Side Beach would do well and bring more people out. The extensive city authorized graffiti on the North Side Beach bath house should be removed ASAP.....it is an eye sore and much better intended for an inner city neighborhood. The artists that created this "art" had no idea what type of place Sheboygan is....they had no clue what would work well on that special location....it is better suited for a near North Side Chicago Bathhouse. In Sheboygan, what works well is artistry that embraces nature....residents of Chicago that come to use our North Side Beach are met with this eyesore. The simple 2 color patterns on the top sidewalk area are reasonable, but the walls are truly graffiti. Please find a way to repair this ASAP before more graffiti is spun around town. The way to inspire higher ideals is not to lower ones' standards. This includes art.	2/27/2015 7:16 PM
7	I walk my dog daily, often on lakefront paths. During the winter, however, we tend to avoid the paths on the lakefront because the salt used on the trail is not pet safe, and invariably, salt will get in my dog's paw pads and cause him pain. It's just my opinion as one person, but I can imagine that other pet owners would appreciate the city using pet-safe salt on walking trails and sidewalks.	2/23/2015 12:26 PM
8	Allowing the corporate giant, Aurora the ability to dictate how our land is being used will be taking away a nearby park as well as the natural beauty of the proposed location. As the old song goes: They paved paradise and put up a parking lot.	2/21/2015 6:01 PM
9	It would be nice to have an outdoor pool in the community.	2/21/2015 4:21 PM
10	I would like to see more Trash cans along the bike trail in the city. The parks cleaner. Lakeview park beach is unsafe for pets and family. It's so full of trash all the time. More police presence at the parks or just more officers on our streets in general!	2/21/2015 3:55 PM
11	Sheboygan is in a beautify area, with the lake to the east and ample open farmland surrounding to the north, west and south. We could (and should) be a haven for wildlife as well as human life.	2/21/2015 3:04 PM
12	I like the splash pads and parks, I think the city does a nice job with that.	2/21/2015 2:53 PM
13	Sheboygan has a lot of really nice parks, but I have noticed the grass doesn't get cut as often and upkeep seems to be lagging. I realize there have been budget cuts and we have had to cut back, but I hate to see the parks get any less attention than they do now.	2/19/2015 7:29 PM
14	Great idea doing the survey.	2/19/2015 2:27 PM
15	I hope you really listen to the people on this survey. We don't need 'new' parks - but give us better facilities at the parks we do have - AND KEEP THE PARKS YOU HAVE!!!!	2/19/2015 12:29 PM
16	The bike paths painted on the roads seem pointless and unsafe. It would be nice to have true bike/pedestrian paths for access around city. Just ideas —I think Sheboygan does a great job with its parks	2/19/2015 11:54 AM
17	I would love to see a public swimming facility in Sheboygan. The lake is too cold for small children, splash pads are boring for older kids, and there really isn't much else to do around here.	2/19/2015 9:44 AM
18	I do not get to many of the parks, but I have noticed that our small local park is geared more for school aged children and, except for some toddler swings, the equipment is awfully difficult for litter children to navigate. As equipment gets replaced or additions are made I would like to see a wider age group targeted.	2/19/2015 8:37 AM
19	DONOT SELL FIELD OF DREAMS. Aurora has enough money to build anywhere. Stop taking away our already beautiful green space for big business. Don't build anymore retail space until you fill what is already built. We want peace and calm that is better for our health than another business complex on our green spaces.	2/19/2015 7:48 AM

20	I would also like to add that I totally think the new field of dreams, aurora issue is a wonderful idea and opportunity for the city youth, not only for newer facilitys but as well as a decent football field area for the kids. I have had boys in the youth football program and the conditions at Kiwanis are not ideal for the program. Also, I live very close to the field of dreams, and while I do enjoy watching the little kids play, the parking and such is not ideal. I use geele ave on a daily basis, and w/people parking in the crosswalks, parking in the 'do not park til corner" areas, this area is just an accident waiting to happen. People continually do u turns and there are constantly kids running out between cars w/no parental supervision on geele ave. It amazes me that there has never been any serious accident at that area. I think the city would be smart to move it to a more secure safe area for all involved, especially the kids	2/19/2015 7:02 AM
21	We have some great parks that just need to be revitalized. Some new sand in the sand boxes, fresh wood chips and too bad there isn't a way to heat up the water at the splash pad a little with a solar panel or something to keep the cost down. (It can be a bit too cold for toddlers).	2/18/2015 10:32 PM
22	Using the Schucardt Farm land as a park or conservancy should be a priority for the city! This is a gem that should not be developed.	2/18/2015 3:43 PM
23	The park on Eisner and 8th street could use some work for a playground	2/18/2015 2:37 PM
24	Sheboygan has a wonderful park system for the enjoyment of all ages. The parks and recreational space have been created for that reason and hopefully not for commercial development such as medical facilities. I have lived in Sheboygan for 60 years and have seen many improvements and would like to see green space within the City remain for future generations to enjoy.	2/18/2015 1:17 PM
25	Can we do something to use the parks more in the winter? What happened to skating rinks at the parks? check out the parks in Sheboygan Falls. They are great. I leave sheboygan and take my son there a lot in the summer.	2/18/2015 1:05 PM
26	Overall, I am very pleased with the park facilities available in Sheboygan. I am however unhappy with the park in my own neighborhood because of past experiences.	2/18/2015 12:05 PM
27	The City of Sheboygan needs be more creative in how they acquire funds for supporting our parks. Government funding is drying up, so maybe we need to seek sponsorship from businesses to beautify the park system. Ideas: Creating attractions in the smaller parks, like a public rose garden (corp. sponsorship) or hosta garden or art in the park by eastern WI artists. Maybe even expand Brat Days to some of the smaller parks like it was way back when. How about car shows? Display cars in multiple parks, so folks have to travel around the city and experience something different. Many clubs look for service projects to do. Have some of the clubs adopt the parks to help beautify and do a little extra maintenance that the city doesn't have time to do. What about the garden clubs and master gardener students?	2/18/2015 11:08 AM
28	Always loved skate rinks back in Minnesota and I've seen some really nice ones around the main city square up in Wausau.	2/18/2015 10:55 AM
29	Would like to see improved baseball facilities on the south side	2/18/2015 6:27 AM
30	The playground areas are also lacking in adequate amounts of cushion/safety materials.	2/17/2015 10:40 PM
31	Thank you for providing us with this opportunity. We hope that our voices will be heard and that money will be budgeted for the improvement of the parks system	2/17/2015 9:56 PM
32	Sheboygan needs a fenced in dog run on the north side of town. I respect the leash laws and would love a place to take my dog where he can run free that is not all the way across town.	2/17/2015 9:09 PM
33	I am amazed the the quality of our parks with the small budget available to that Department.	2/17/2015 8:36 PM
34	Keep the Field of Dreams	2/17/2015 8:31 PM
35	I love Sheboygan and I love to spend time outside during all seasons. If I could pick only one thing to improve it would be the roads - it has gotten to the point where I feel I have to put my good bike on the back of the car and drive to a trail-head in order to ride my bike. I know that this is probably out of your control, but please pass the word along. Thanks!	2/17/2015 8:02 PM

36	None	2/17/2015 8:01 PM
37	The parking by End park could be addressed. If you are a resident coming out of the alley onto Los Angeles, it is hard to navigate b/c people park on both sides of it & in front of the alley exit on the south of it. So if you're coming out of the alley, there is a car in front of you, to the right & left of you & you have to squeeze through praying you don't hit anyone. It would be nice to have "No Parking" on one side or by our alley between Elizabeth & 12th. In the winter it's even worse b/c of the snow taking up space on the roads. It is also hard to see kids when it's heavily parked. Safety is a concern.	2/17/2015 7:37 PM
38	I'm betting this survey is being taken in order to justify the purchase of ten (10) new light bulbs for Vollrath park, then the city fathers can thump their chests and proclaim "See..we improved the parks!". Stop wasting time and money with silly surveys and use common sense, cut/trim the lawns and bushes, replace/repair lighting and fixtures as needed. This cities public area's are beginning to look like it's owned by an out of town slumlord...and you all wonder why we cannot get people to visit or companies to locate here.	2/17/2015 6:57 PM
39	PLEASE KEEP FOOD TRUCKS AWAY FROM OUR RESIDENCES AWAY FROM PARKS WITH PICNIC TABLES AND FRYER GRATES.....KEEP OUR PARKS QUIET AND PEACEFUL.....PLEASE	2/17/2015 6:39 PM
40	Thank you for asking the Sheboygan citizens for our opinions.	2/17/2015 6:21 PM
41	Like all the parks. although I don't use all of them due to physical limiitations, I do believe we need to get more young people out and about playing in parks. Keep them healthy and ou of trouble	2/17/2015 5:24 PM
42	Optomist Park needs more improvements. The playground area should be expanded as this is the only park in the area. Also, a public swimming pool somewhere in the city would be a great addition. The splash pad on water street is nice but too small	2/17/2015 5:13 PM
43	Thank you for your hard work. Sheboygan is a nice city to live in and raise young children.	2/17/2015 2:30 PM
44	With recent cutbacks in funding for Municipalities it is evident in the quality of care and attention to detail that CANNOT be given to the Parks and Boulevards and Tree Trimming.	2/17/2015 8:52 AM
45	The Field of Dreams is a space that is always accessible to the public. It would be wrong to allow medical buildings to be built on this space. The fancy new sports complex will not have the same level of public access if it is to be controlled by the select soccer and football clubs.	2/17/2015 5:13 AM
46	Save the Fieldof Dreams	2/17/2015 1:40 AM
47	Save the Field of Dreams for future generations!	2/16/2015 11:27 PM
48	Has anyone noticed the condition of Sheboygan's STREETS?? Whatever money you plan on spending on the parks would be better spent fixing any of the streets!	2/16/2015 6:40 PM
49	Thank you for taking the time to ask about our parks!	2/16/2015 6:14 PM

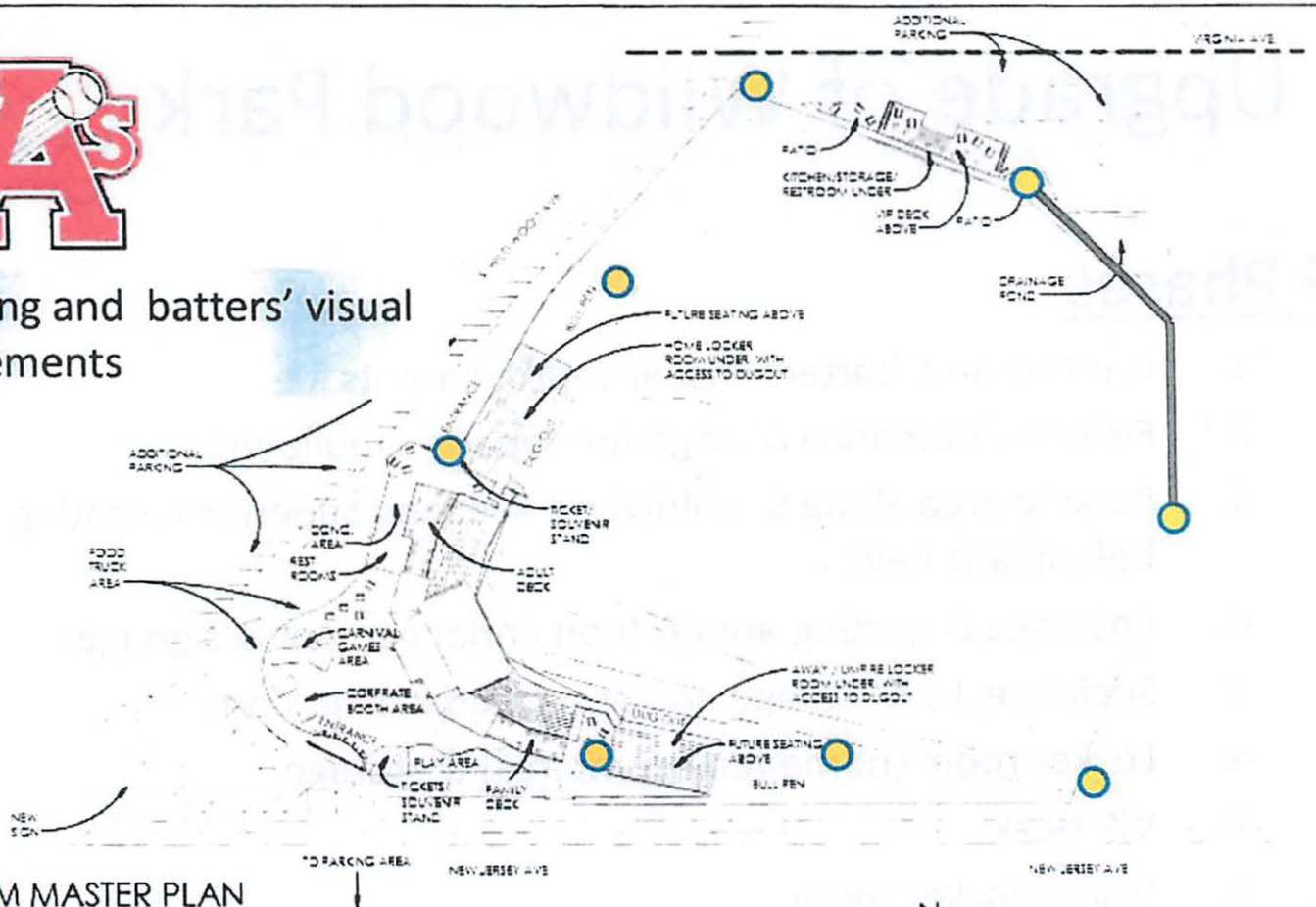
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Upgrade of Wildwood Park

9 Phases

1. Lighting and batters' visual improvements
2. Field maintenance & irrigation repairs & bullpens
3. Parking area along S. Wildwood Ave. and superior tailgating area behind left field
4. Entrance & gaming area & food enhancement & signage
5. Social decks & storage and enhanced concessions
6. Locker room (home team/umpires) & storage
7. VIP deck
8. Visitor locker room
9. FUTURE: Artificial turf; infield and then outfield.

1. Lighting and batters' visual improvements



1/14/2016

LONG TERM MASTER PLAN

WILDWOOD PARK

2275 New Jersey Ave, Sheboygan, WI 53081

PROJ. NO. 2015-79

SITE PLAN

SCALE: 1" = 60'-0"

N W E S

ABACUS



RETTLER corporation
3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482
PROJECT #: 14.072
DATE: 12-16-2014

SHEBOYGAN BUTZEN RECREATION CAMPUS
PREFERRED CONCEPT ~ 430 SPACES

City of Sheboygan
spirit on the lake

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0 0.04 0.08 0.16 Miles

N

Schuchardt Property
Proposed Trail System

- Proposed Trail with Trail Signage
- Potential Bridge Locations
- Potential Parking Area & Trail Head
- Potential Fishing Areas
- Area of Limestone Screenings - approx. 1,380 ft.
- Conservation Area - approx. 132.6 acres



Possible Trail Sign



Possible Bridge Design

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II

R. O. No. ____ - 15 - 16. By BOARD OF MARINA, PARKS AND FORESTRY.
April 18, 2016.

Your Board to whom was referred a copy of Res. No. 174-15-16 by Alderperson Belanger adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan met and discussed and recommends that the Resolution be passed.

Consent

Bd. of Marina, Parks & Forestry

III

6.11

Res. No. 174 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan.

WHEREAS, the City of Sheboygan, County of Sheboygan, State of Wisconsin, has requested the development of the City's Comprehensive Outdoor Recreation Plan, and

WHEREAS, the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 provides an assessment of the recreation facilities and needs in the City, and

WHEREAS, adoption of the plan is a requirement for the City of Sheboygan to become eligible, and remain eligible for five years, for certain recreation grant programs administered through the Wisconsin Department of Natural Resources and other state/federal agencies.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves and adopts the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 as the approved outdoor recreation plan for the City of Sheboygan.

Park WKG, Bd of Mana, Parks Director, City Plan

approve

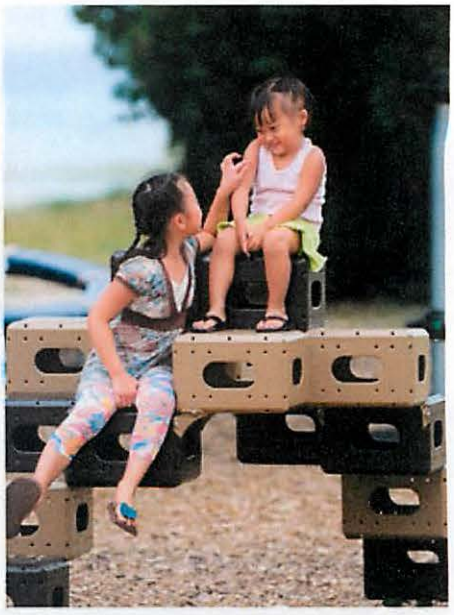
_____

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

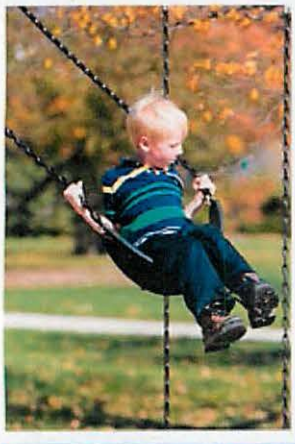
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

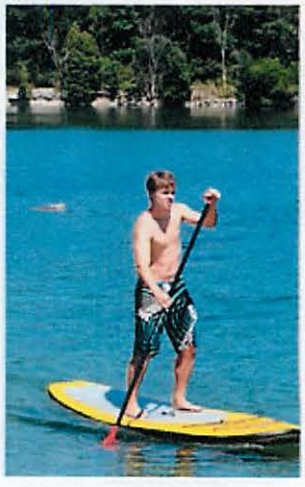
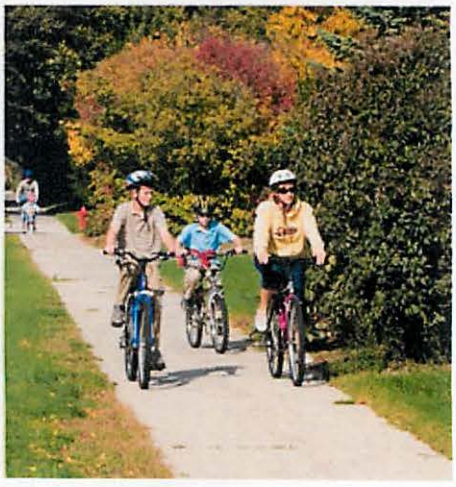


City of Sheboygan
Comprehensive Outdoor Recreation Plan
2016-2020





CITY OF SHEBOYGAN
COMPREHENSIVE OUTDOOR RECREATION PLAN

Mayor Michael Vandersteen
Chief Administrative Officer James Amodeo

Common Council

Alderperson John Belanger	Alderperson Todd Wolf
Alderperson Roman Draughon	Vacant
Alderpreson Rosemarie Trester	Alderperson Mike Damrow
Alderperson Billy Thiel	Alderperson Julie Kath
Alderperson Mark Hermann	Alderperson Bryan Bitters
Alderperson Don Hammond	Alderperson Susan Lessard
Alderperson Joseph Heidemann	Alderperson Jim Bohren

Board of Marina, Park & Forestry Commissioners

Alderperson John Belanger	Gerald Jones
Jody Brooks	Charlie Conrardy
Dennis Wield	Marge Mattern
Michael Froh	Roger Lahm
Sarah Schwefel	Joe Kerlin
Chris Marx*	Sgt. Ryan Schmitt*
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SECTION 1: INTRODUCTION

1.1 Purpose and Scope

Park and recreational planning has become an essential part of comprehensive community planning. Parks, recreation and leisure time facilities are provided by various public, quasi-public and private agencies and companies for use during people's leisure time. Emphasis on physical fitness and the need to find relief from the pace of life in urbanizing communities have underscored the need for expanded recreational facilities. As a community grows, parks function as the focal point for community aesthetics. They also serve as important habitats for urban wildlife and as laboratories for environmental and conservation education.

Recreational preferences may vary from individual to individual; however, recreation occupies a necessary and significant place in every person's life. It includes both mental and physical exercise, personal and interpersonal experience, and self-provided and socially observed entertainment. Recreation will be viewed in this report as including recreational activities conducted outdoors.

This report views outdoor park and recreation facilities as part of a system serving diverse functions for all members of the community. A park is not a single-use facility serving only limited groups in the community. Rather, it provides diverse outdoor recreational opportunities for all ages and all social groups. In viewing the parks as part of a system, issues such as access, neighborhood aesthetics and multiple uses of environmental resources are elements of park planning.

The primary purpose of the Outdoor Recreation Plan for the City of Sheboygan is to guide the preservation, acquisition, and development of land for park, recreation, and related open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resources base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities.



1.2 Executive Summary

The City of Sheboygan intends to continue its tradition of providing top-quality, outdoor recreational opportunities for its residents. As the City and neighboring areas continue to grow, the demand on existing programs, facilities and park areas are anticipated to grow proportionally. In addition, these growth pressures will create additional land use demands that could encroach upon isolated natural areas without adequate planning and preservation efforts.

In short, this plan emphasizes the following:

- Expansion, enhancement and development of existing parks, parks facilities and open spaces.
- Preservation and improved access to the rivers and lake shoreline of Sheboygan.
- Development and preservation of natural corridors and parkways.
- Continued development of City's system of trails and sidewalks to connect natural areas and recreational opportunities within the city.



1.3 History of Sheboygan Parks

Excerpts from "*A Brief History of the Evolution of the City of Sheboygan Parks*" by Mary R. LeMahieu, City of Sheboygan, Planning & Development Commission

Over the years, the City of Sheboygan has developed a reputation for being a city of family oriented, community-minded people. This is clearly reflected in the evolution of Sheboygan's park from as early as 1836 when the Original Plat of Sheboygan was drawn and two parcels of land were set aside as public squares. Over the years, as the population and the area size of the City expanded, so did the number of parks and publicly-owned lands to the city-wide system of parks which exists today.

The two public squares of the Original Plat are known today as Fountain Park and Sheridan Park. Overtime, individual citizens contributed money toward this pursuit, and in 1912, A.D. Deland and Mary Deland, his wife, donated 12 city lots of lakefront lands to be used for public park purposes. Thus, Sheboygan realized the tangible beginnings of Deland Park.

Other donations of lands for public park purposes included the land for End Park by George End and Anna Marie End, his wife, in 1899 and 1904; the land for Cole Park (originally known as Children's Park) by George C. Cole and Anna M. Cole, his wife, in 1908; the land for Vollrath Park by the heirs of the late Jacob J. Vollrath (founder of the Vollrath Company) and Elizabeth Vollrath, his wife, donated in 1917.

More recent contributions of land to the city of public park purposes by individual citizens include the 1969 donation of land for Charles Voight Park, the 1969 donation of land and funding for the development of Grace Park, the 1974 donation of land and buildings of the Elwood H. May property, and the 1979 donation of the land for the Creekside Conservancy Area. Also in 2006 and 2007, land additions were gifted to expand the Maywood program via building additions and land. Art and Carol Butzen's farm was donated by Carol in 2014 for use of a park.

Some of the parks which have been developed or upgraded by community service organizations with family and community betterment in mind are Kiwanis Park, for which the initial donation of land was made to the city in 1924 by the Kiwanis Club; Indian Mound Park, the preservation of which was made possible largely through the efforts of Sheboygan Area Garden Clubs; sponsored by the Town and Country Garden Club and presented to the City in 1960; Jaycee Park (the Old Sheboygan Quarry Property) which was upgraded and redeveloped by the Sheboygan Jaycees during the 1960s and 1970s; Fountain Park, with its Bicentennial Fountain for which funds have been raised by a number of community service organizations; the Wildwood Recreation Area also known as Wildwood Athletic Park.

Local service organizations continue to play an active role in the acquisition and development of the park system. In 1987, the Sheboygan Rotary Club was instrumental in the development of Rotary Park along the Riverfront and the Optimist Clubs of Sheboygan purchased land on the south side for Optimist Park.

In the 1990's, land was acquired along the riverfront north of Pennsylvania Bridge and some was set aside for the present Workers Water Street Park and the future park development.

The complete report of the "Historical Development of City of Sheboygan Parks", August 1980, contains a brief history of each Sheboygan park site and is on file in the City of Sheboygan Planning Department.

Since 1932, when the Community Recreation Department (formerly known as the Department of Public Recreation) was officially placed under the jurisdiction of the Board of Education, the department has provided residents of all ages with programs and facilities that help meet the leisure time needs of the community.

Guided by the Board of Education Statement of Purpose, which in part states that "the district should provide activities for leisure and lifelong learning", the Recreation Department strives to provide individuals with opportunities to continue to seek wholesome recreation experiences throughout their lives.

Every attempt is made to provide people of all interests with some form of recreational activity, whether that activity is sponsored independently by the Community Recreation Department of through on of the many co-sponsored or affiliated groups that make use of school facilities. The cooperative approach to programming goes a long way in meeting the community needs.

The Community Recreation Department maintains all soccer, baseball, and softball facilities on school property, and marks the football and soccer fields for the recreation programs in the city parks. In cooperation with the school administration, maintenance staff and Park Department staff both indoor and outdoor facilities are prepared and available to all residents.

Citizen's use of school facilities is a reality in Sheboygan. Through the combination of school and park facilities, a maximum utilization of community resources is gained for the benefit of the entire community.

1.4 The Comprehensive Outdoor Recreation Plan Goals and Objectives

The initial task in preparing any type of planning document includes the formulation of a series of goals and objectives that outline the City's intent throughout the planning process. These goals and objectives will serve as a guide for the City to follow in providing a desirable community-wide park and recreation system.

Definitions:

Mission Statement: The overall purpose of the park system and reason for the recreation provision.

Goal: A broad statement of direction and purpose. A goal should be based on the stated needs of the community. A goal should be long-range and timeless as well as idealistic.

Objective: Defined as a quantifiable aim within a limited time frame. Objectives should be derived from state goals, quantifiable, specific and within a limited time frame.

A goal provides the City with its long-term destination; objectives act as mile markers along the way. All recommendations listed in the plan are specifically designed to address the goals and objectives listed here.

Example of a Goal and Objective:

Goal: Ensure open space and recreation activities and programs are designed to meet the special needs of all residents.

Objective: Convert all existing restrooms in the parks to accessible restrooms by the year 2020.

City of Sheboygan Park and Forestry Department Mission Statement: *The City of Sheboygan Parks and Forestry Division's mission is to provide the City of Sheboygan with quality of life enhanced by providing parks, open space and recreational facilities for all age groups and interests.*

City of Sheboygan Park and Forestry Goals and Objectives

Goal: Maintain an adequate amount of active and passive recreational lands to meet current and future recreational needs.

Objectives:

- Acquire additional lands for active and passive recreational use based on current demands, demands created by increasing populations and environmental significance of the land.
- Continue to acquire land to provide trails and greenway connections through out Sheboygan.
- Acquire 10.5 acres of land suitable for active recreation for every 1,000 residents.
- Acquire lands suitable for park and recreation use by explicitly stating acceptable characteristics of land in the parkland dedication ordinance.

Goal: Ensure that open space, recreation facilities and programs are designed to meet the special needs of all residents.

Objectives:

- Provide for barrier-free access in all new park facility construction and play areas.
- Achieve compliance with accessibility requirements in existing facilities by 2020.
- Encourage participation of senior and disabled citizens at park and recreational meetings and in recreational programs.
- Comply with the Americans with Disabilities Act as it applies to communication between the Parks and Recreation Department and the public.

Goal: Coordinate subdivision review with all departments responsible for providing or maintaining adequate park facilities.

Objectives:

- Consult and incorporate the needs identified in the Comprehensive Park, Recreation and Open Space Master Plan before subdivision plats are approved.
- Evaluate land dedicated for parks to differentiate between land appropriate for active park use, land appropriate for open space only, and land requiring protection from development. Land requiring protection form development should be protected via the zoning ordinance.
- Continually evaluate and update the subdivision ordinance so that it adequately addresses the recreational needs of City residents.

Goal: Coordinate development efforts and the use and maintenance of recreational facilities between the City of Sheboygan, the City of Sheboygan School District, and appropriate recreation associations.

Objectives:

- Continue cooperative City/School/Sport Association development projects to help improve and expand recreational opportunities throughout the community in a cost-effective manner.
- Develop formal use/revenue/maintenance agreements between the City, school district, and public recreation associations to help operate and maintain public recreation facilities in the City.

Goal: Stress the benefits of larger neighborhood and community parks that provide a wide range of facilities over the development of small playground and tot-lot facilities.

Objectives:

- Analyze the location, size and function of existing and proposed parks as annexations, residential development or land use changes occur.
- Use park service area criteria to help determine the location of future park sites.

Goal: Provide residents with safe and reliable recreation equipment throughout the City park system.

Objectives:

- Continue funding the replacement of old and deteriorating recreation equipment at all City parks.
- Continually monitor and maintain existing park equipment to ensure its longevity and safety.

Goal: Use all available resources to further enhance the quality of the City's park system.

Objectives:

- Continually pursue state and federal funding programs, which can aid in the purchase and/or development of desired park system improvements.
- Nurture the existing positive relationships with public and private organizations for donations and volunteer help to aid in park system development.
- Update the City's Comprehensive Outdoor Recreation Plan every 5 years to maintain grant eligibility.

- Pursue the development of revenue generating recreational facilities and activities, which can aid in the development of new facilities and/or the maintenance of existing facilities.

Goal: Recognize the importance of an adequate park budget, which can financially address existing park hazards and allow for future parkland acquisition and facility development.

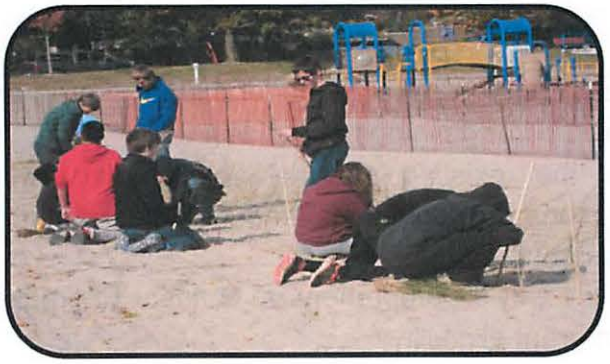
Objectives:

- Use the Comprehensive Outdoor Recreation Plan's Capital Improvements Program as a guide to establish yearly park budgets.
- Invest funds for the development of facilities that will maximize existing park and recreation areas and provide exciting recreational programs, with the intention of increasing park use.

Goal: Recognize that the public lands owned and managed by the City present an opportunity for the City to practice good environmental management and demonstrate sustainable land management practices. Of particular importance is the management of river and lakefront resources.

Objectives:

- Maintain Sheboygan's status as a TREE CITY USA.
- Follow the City's tree and EAB Management Plan to provide a healthy urban forest.
- Focus maintenance efforts on invasive species such as phragmites (Common Reed Grass).
- Work with Public Works to have the parks serve as storm water management tools while not compromising the recreational opportunities offered by the parks.
- Practice excellent erosion prevention along the river and lake shorelines to protect the park land and serve as demonstrations for other shoreland owners.



1.5 Community Recreation Department Goals and Objective

The Sheboygan Area School District, with other community agencies, shares in the responsibility of promoting and developing the general physical, mental, and emotional well-being of the citizenry and in the responsibility for the formation of community attitudes towards leisure time activities.

To this end of Sheboygan Area School District has created the Community Recreation Department whose purpose is to serve as a catalyst in the development, initiation, coordination and the support for a variety of leisure time activities and facilities for residents of all ages. To fulfill this purpose the Community Recreation Department established the following goals:

Mission Statement

In the interest of lifelong enrichment, the Sheboygan Area School District Community Recreation Department serves and supports the community through development, initiation, coordination, and support of a variety of recreational activities and facilities for people of all ages.

Vision Statement

Celebrating the past, embracing the present, and planning for the future through diversity and excellence.

Goals

- Address expanding programs by determining who is supposed to offer what programs and services with special attention to staffing challenges and funding.
- Improve cooperation between SASD and CRD in scheduling, coordinating, supervising and maintaining facilities.
- Seek financial support using non-tax-based revenue sources.
- Continue program and departmental marketing efforts with special attention given to improving internal and external public relations and education regarding the role of the department.
- In cooperation with the SASD and City of Sheboygan Park Department, implement green space and facility expansion recommendations as outlined by previous SASD, CRD, and City of Sheboygan plans with emphasis on provisions for facility maintenance.
- Adjust current programs and develop new programs to meet the future needs of the public.
- Develop and implement a department-wide equipment replacement plan and budget (including the fitness facilities).

1.6 Inventory of Existing Parks, Classifications and Descriptions

Neighborhood Parks:

- Charles Voight Park 2.86 acres
  This park is located in the north central corner of Sheboygan and offers a small playground.

- Cleveland Park 4.41 acres
  This park is located on the north side of Sheboygan and has new playground equipment, a new rentable shelter building, restroom, basketball courts, and open space.

- Cole Park 2.5 acres
  This park has playground equipment, a paved trail with lights through the park, open space and a small non-rentable shelter.

- End Park 3.47 acres
  This park has a rentable park shelter, restroom, playground equipment, open space and a splash pad.

- Franklin Park 1.4 acres
  This small park is located on the south side of Sheboygan and offers playground equipment, basketball hoop and open space.

- Grace Park 1.13 acres
  This small park is located on the northwest side of Sheboygan and offers playground equipment.

- General King Park 6.5 acres
  This lakefront park is located on the shores of Lake Michigan. It offers a beach, playground equipment, an enclosed rentable shelter, restroom, and picnic area.

- Moose Park 3.9 acres
  This long narrow park stretches between Indiana Avenue on the north and Georgia Avenue on the south. It has tennis courts, playground equipment, and open space.

- Northeast Park 12.0 acres
  This lake shore park has trees, open space, soccer goals and park benches as well as access to the lake front.

- Optimist Park 5.0 acres
  This park is located north of Carmen Ave and west of South 18th Street. There is a rentable shelter, restrooms, playground equipment, and a youth baseball and soccer field.

- Riverside 5.67 acres
  This park is on the east side of the river on N. Water St. It offers a Riverwalk, half basketball court, benches, sand volleyball court, and playground equipment.

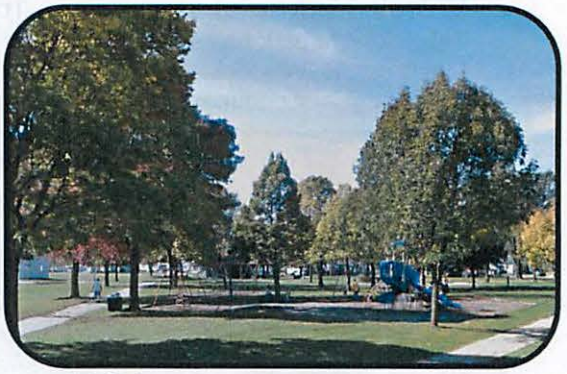
- Roosevelt Park 9.47 acres
  Roosevelt Park has a rentable enclosed shelter, restroom, playground equipment, basketball court, tennis courts and two softball fields.

- Sheridan Park 2.62 acres
  This midtown park has playground equipment, rentable shelter, splash pad, restrooms, and park lights.

- Veteran's Park 7.45 acres
  This park offers a rentable shelter, restroom, playground equipment, tennis courts, basketball hoop, two softball fields and open space.

- Worker's Water Street Park 2.81 acres
  Worker's Water Street Park is located along the Sheboygan River on Water Street. On hot days, families with young children enjoy the splash pad and cool off. The Urban Bike Trail also passes through the park. In addition, restroom facilities, picnic tables and play equipment are available.


Franklin Park


End Park

Community Parks:

- Deland Park 23.21 acres
  Centrally located on the shores of Lake Michigan; Deland Park is in the heart of the Harbor Centre district. The park includes picnic area, playgrounds, tennis courts, a pier and beach; festival grounds and parking. The marina includes boat storage and launches. The Lakefront Trail can be accessed from here.

  Deland also offers three shelters that can be rented by the public for private events. Two are enclosed shelters known as Deland Community Center (901 Broughton Dr) and the Deland Home (1107 N. 4th Street) and the third one is known as Richardson Shelter which is an open shelter.

- Evergreen Park 98.2 acres
  Evergreen Park gets its distinct character from the many acres of white pine trees towering over 100 feet tall. The tree canopy and cool shade make this a perfect location for a picnic. Playgrounds equipment, open space, picnic areas, five rentable shelters with restrooms also add to the appeal of Evergreen Park. Mountain bike, hiking, and lighted cross-country ski trails traverse the park and connect with the area trails at Maywood, Jaycee and Pigeon River Corridor.

  Evergreen Park is also home to Making Spirits Bright, Sheboygan's Christmas lights show.

- Jaycee Quarry Park 38.29 acres
  Located on Sheboygan's northwest side, Jaycee (Quarry) Park is home to a spring-fed swimming area on the site of a former limestone quarry. In the summer, the Quarry Beach Adventure Park offers outdoor waterpark activities for families. In addition, the park provides picnic areas including a shelter, playground equipment, 18 hole disc golf course, hiking trails, and fishing opportunities.

  Jaycees also offers the Quarryview Center, which can be rented from September 1 to May 31 of each year.

- Kiwanis Park 30.5 acres
  Home to Sheboygan's Brat Day and other summer festivals. The park offers fishing, one baseball diamond and two softball fields, playground equipment, basketball court, archery range, picnic areas, two rentable open shelters (Area 8) and an enclosed rentable shelter along with restrooms.

- Lakeview Park 18.6 acres
  This lakeside park offers playground equipment, beach dog run, a rentable shelter and restrooms with a view of Lake Michigan.

- Vollrath Park 16.13 acres
  This lakeside park has a rentable shelter and restrooms, playground equipment, basketball court, tennis courts, Wisconsin's oldest disc-golf course and picnic area. Vollrath Bowl is the location of the annual joint commencement ceremonies for North and South High Schools.


Kiwanis Park


Deland Park

Conservancy Parks:

- Arrowhead Park 1.0 acre
  This one acre parcel is densely wooded and it has no park facilities. It is located off of end of Rammer Circle just north of Horace Mann Middle School.

- Bur Oak 35.0 acres
  This wooded park is located west of Maywood with a conservation easement through Glacial Lakes Conservancy. The Park will be governed by Maywood and used mainly for outdoor education.

- Creekside Park 7.47 acres
  This is a conservancy park made up mostly of wet/low areas.

- Manor Heights 11.6 acres
  Situated on the north bank of Pigeon River, Manor Heights is an unimproved conservancy area.

- Elwood H May Environmental Park (Maywood) 139.75 acres
  This conservancy park is made up of forest, ponds, an arboretum, wetlands, prairie, river way, Maywood Environmental Center, and three nature trails (woodlands, wetlands, and prairie). The trails function as cross-country ski trails in the winter.

- Julson Park 2.15 acres
  This small park is located on the north shore of the Sheboygan River. It has a picnic table and is mostly maintained by the manufacturing plant located adjacent to the park.


Maywood Environmental Park


Manor Heights

Special Use Parks:

- Butzen Property 56.79 acres
  This property was owned by Art and Carol Butzen and was donated to the City of Sheboygan in 2014. The plans for this park include: youth soccer fields, football fields, walking paths, shelters, concession areas, and playground equipment.

- Fountain Park 2.62 acres
  This downtown park hosts the farmer's market and concerts throughout the summer. It also contains war memorials and a bi-centennial water fountain that offer an historical perspective.

- Indian Mound Park 15.48 acres
  This park is home to 18 animal and free-form effigy burial mounds. Builders were nomadic Native Americans living between 500 and 1000 AD. A walking path complete with self-guided tours provides easy viewing. The park also has a boardwalk nature trail through the wetlands that demonstrates foliage of northern hardwood province.

- North Point 20.8 acres
  This long linear park encompasses the lake shore from Lincoln Avenue to the north end of Deland Park. It offers views of the lake, benches and walking opportunities.

- North Point Overlook 2.0 acres
  This park overlooks Lake Michigan and is connected to North Point by shared use pathways.

- Rotary Riverview 2.0 acres
  This park fronts the river on the north side lying just south of Pennsylvania Avenue. It offers a Riverwalk, picnic area, a small shelter, restrooms, and views of the river and harbor.

- Southshore Park 4.0 acres
  This lake shore park extends from High Avenue on the north to Ashland Avenue on the south and offers swimming, walking, sun bathing and is a popular area for kitesurfing.

- Wildwood Athletic Complex 12.06 acres
  This softball complex has 3 softball fields and hosts all the Sheboygan softball league play. The park has numerous support facilities such as concession stands, restrooms, shelters, playground equipment and picnic tables.

- Wildwood Baseball 5.2 acres
  The baseball diamond is located across New Jersey Avenue from the softball park and has its own concession stand and restrooms. This is the home of the Sheboygan A's baseball team.



Fountain Park



Southshore Park

Table 1.1: Sheboygan Park System Existing Facilities

				Passive Areas								Trails			Informal Active Games					Hard Surfaced Courts			Seasonal					Other			
Designation	Acreage	Facility	Undeveloped	Beach/Riverfront	Disc Golf	Play Equipment	Picnic Shelter (For Rent)	Picnic Area	Open Space	Enclosed Park Shelter	Biking/walking	Hiking Trails	Mountain Biking Trails	Soccer	Softball	Baseball	Football	Sand Volleyball	Basketball	Tennis	Skateboard Area	Swimming	Splash Pad	X-Country ski/snowshoe	Fishing Area	Boat Access	Dog Friendly	Restrooms	Porta Potties	Parking Areas
NP	4.41	Cleveland				X	X	X	X										X									X		
NP	2.5	Cole				X		X	X																				X	
NP	3.47	End				X	X	X	X														X					X		
NP	1.4	Franklin				X		X	X										X											
NP	1.13	Grace				X		X	X																					
NP	6.5	King		X		X		X	X	X								X				X						X		
NP	3.9	Moose				X		X	X										X	X										X
NP	12	Northeast		X					X					X																
NP	5	Optimist				X	X	X	X					X														X		
NP	5.67	Riverside		X		X		X	X									X	X											
NP	9.47	Roosevelt				X		X	X	X					X	X			X	X									X	
NP	2.62	Sheridan				X	X	X											X										X	
NP	7.45	Veteran's				X	X	X	X						X	X			X	X									X	X
NP	2.86	Voight				X		X	X																					
SP	2.81	Workers' Water Street		X		X		X	X		X												X		X			X		
CP	23.21	Deland		X		X	X	X	X	X	X							X		X		X			X	X		X		X
CP	98.02	Evergreen		X		X	X	X	X		X	X	X	X										X	X			X		X
CP	38.29	Jaycee Quarry		X	X	X		X		X	X	X	X									X		X	X				X	X
CP	30.5	Kiwanis		X		X	X	X	X	X	X				X	X	X		X						X			X		X
CP	18.6	Lake View		X		X	X	X	X													X			X		X	X		X
CP	9	South Pier		X				X			X											X			X			X		X
CP	16.13	Vollrath		X	X	X	X	X	X		X								X	X								X		
CONS	1	Arrowhead	X																											
CONS	7.47	Creekside	X																											
CONS	2.15	Julson		X																					X					
CONS	11.6	Manor Heights	X																											
CONS	153.09	Maywood									X													X	X			X	X	
CONS	113.25	Pigeon River Parkway		X							X	X															X			X
SP	0.58	8th Street Boat Landing		X							X														X	X				X
SP	56.79	Butzen	X																											
SP	3.8	Camelot Dog Run							X																		X			
SP	14.99	Dog Park																									X		X	
SP	2.62	Fountain						X																				X		
SP	15.48	Indian Mound										X																		X
SP	20.8	North Point		X				X	X		X																			X
SP	2	North Point Overlook		X				X			X																			
SP	2	Rotary Riverview		X				X	X													X						X		
SP	4	Southshore		X																		X								
SP	12.06	Wildwood Athletic				X									X													X		X
SP	5.2	Wildwood Baseball						X								X												X		X

NP: Neighborhood Park
CP: Community Park
SP: Special Use Park
CONS: Conservancy Area

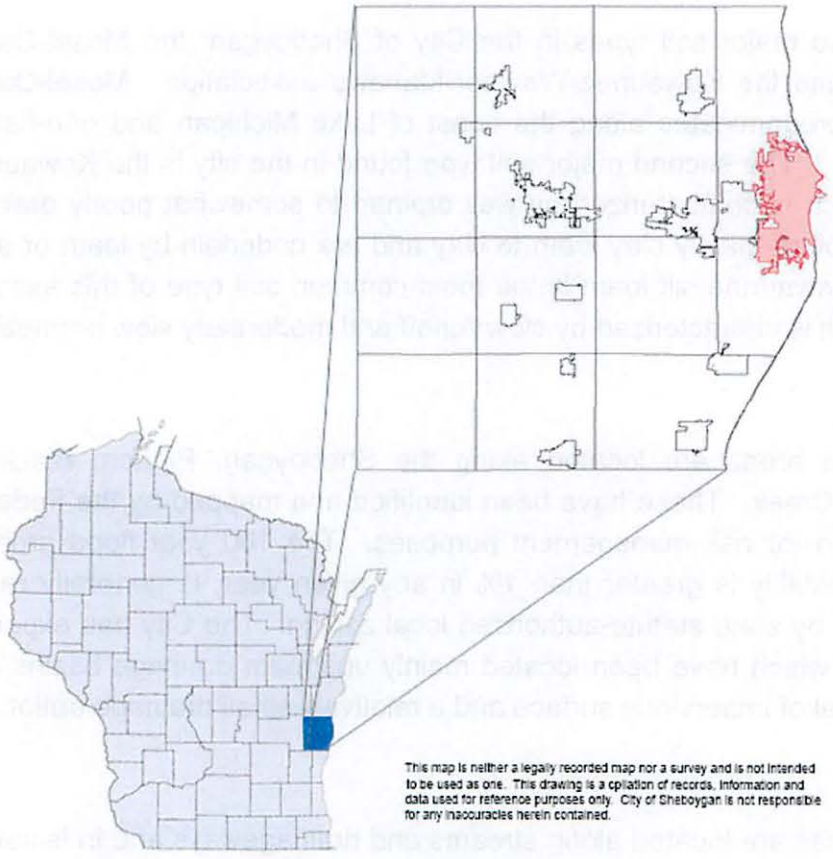
Table 1.2 Sheboygan Area School District Facilities

Facility	Play Equipment	Soccer	Sandlot backstop	Softball	Baseball	Softball/baseball	Football	Sand Volleyball	Basketball	Tennis	Restrooms	Drinking Water	Parking Areas	Picnic Area
Cleveland Elementary	1	1							X		X		X	
Cooper Elementary	1	2				1			X		X		X	
Early Learning Center	1										X		X	
Grant Elementary	1	1	1						X		X		X	
Jackson Elementary	1	1	1						X		X		X	
Jefferson Elementary	1								X		X		X	
Lincoln Erdman Elementary	1	1	1						X		X		X	
Longfellow Elementary	1					1			X		X		X	
James Madison Elementary	1		1						X		X		X	
Pigeon River Elementary/PRRC	1	3	1						X		X		X	
Sheridan Elementary	1								X		X		X	
Washington Elementary	1	1				2			X		X		X	
Wilson Elementary	1	3				2			X		X		X	
Farnsworth Middle School						1			X		X		X	
Horace Mann Athletic Complex		9	1		2	1		2	X	3	X	X	X	X
Urban Middle School			1						X				X	
North High School			1	2			3			8	X		X	
South High School			1	1	1		3			9	X		X	
Field of Dreams	1	7			2	1					X	X	X	
Kuehne Court	1					1			X	2	X		X	

SECTION 2: COMMUNITY PROFILE

2.1 Physical Characteristics

The City of Sheboygan is located in the east-central portion of Sheboygan County, on the shore of Lake Michigan, approximately 52 miles north of Milwaukee and 62 mile southeast of Green Bay. The City covers about 14 square miles and 8 miles of Lake Michigan Shoreline.



Landscape and Topography

The area generally rises slowly from east to west, from 580 feet above sea level along the coastline of Lake Michigan, to just over 700 feet above sea level in western portions of the City. The topography is predominantly level to gently sloping (slopes less than 6%), with only isolated areas of steeper slopes. The City's geology is marked by glacial deposits underlain by Niagara dolomite limestone. The most dramatic topography is associated with waterways and the Lake Michigan shoreline bluffs.

Waterways

The Sheboygan River (central), Pigeon River (north), Black River (far south) and Fisherman's Creek (south) are the primary streams within the City and compose a valuable part of the city's natural resource base. All mentioned river meanders through the City of Sheboygan before draining into Lake Michigan which forms the eastern boundary of the City.

Soils

There are two major soil types in the City of Sheboygan: the Mosel-Oakville-Hebron association and the Kewaunee-Waymor-Manawa association. Mosel-Oakville-Hebron association predominates along the coast of Lake Michigan and one-half mile to two miles inland. The second major soil type found in the city is the Kewaunee-Waymor-Manawa which is characterized by well drained to somewhat poorly drained soils that have a subsoil of mainly clay loam to clay and are underlain by loam or silty clay loam glacial till. Kewaunee silt loam is the most common soil type of this association in the City. This soil is characterized by slow runoff and moderately slow permeability.

Floodplains

Flood hazard areas are located along the Sheboygan, Pigeon, Black Rivers, and Fisherman's Creek. These have been identified and mapped by the Federal Insurance Administration for risk management purposes. The 100 year flood areas, where the flooding probability is greater than 1% in any given year, is generally restricted to no development by state statute-authorized local zoning. The City has experienced major flood events which have been located mainly upstream drainage basins characterized by a high level of impervious surface and a relatively small drainage outlet.

Wetlands

Wetlands areas are located along streams and drainageways and in isolated low spots. These wetlands have been identified and mapped by the Army Corps of Engineers and the Wisconsin Department of Natural Resources. These areas are important for aquifer recharge, groundwater and surface water quality improvement, and wildlife habitat. Most wetlands within the City are located along the Sheboygan River, Pigeon River, and Black River corridors.

Environmental Corridors

Environmental Corridors are continuous systems of open space that include environmentally sensitive lands, floodplain, wetlands, natural resources requiring protection from disturbance and development, and land specifically designated for open

space or recreational use. Within the City, environmental corridors are primarily located adjacent to the Sheboygan and Pigeon Rivers, traversing east-west through the City.







2.2 Social Characteristics

This section will provide information in regards to the population trends along with race, age, households, and commuting habits. The 2010 Census showed that there were 49,288 people, 20,308 households, and 12,219 families residing in the city. All the data compiled in this section was from the following websites unless otherwise noted:

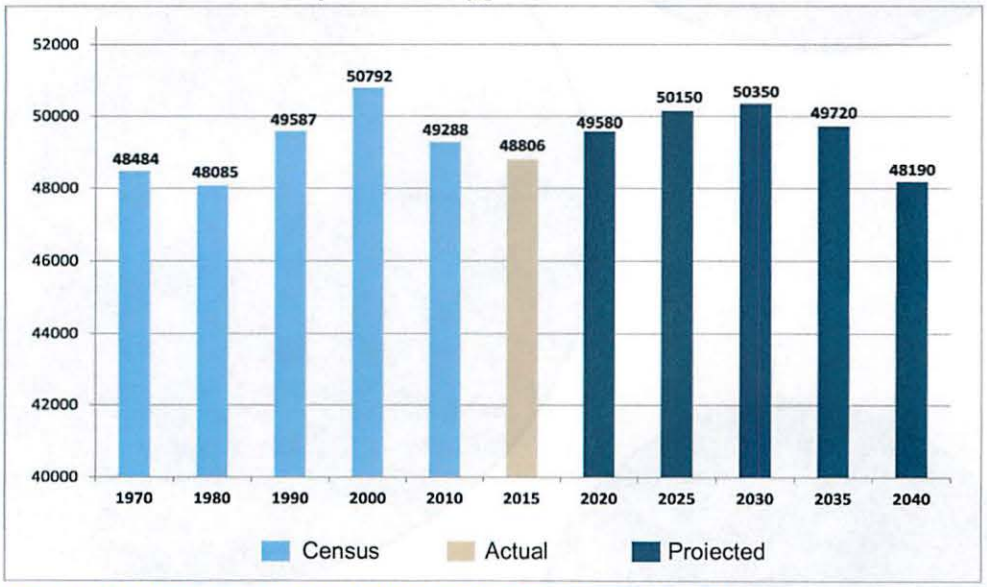
US Census Bureau, 2010 Census of Population and
Housing: http://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml OR
US Census Bureau, American Fact Finder 2010-2014 5-year Estimates
http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF

Population Trends

The City of Sheboygan's population has fluctuated over past 50 years as shown in the table below. After a several decades (1980-2000) of an increase, the population has declined and the future projections mimic that same pattern as the past of an increase in population than a decrease in population. This may be due to Sheboygan's manufacturing job and how the market dictates the needs for these jobs.

Table 2.1: Historic and Projected Total Population

City of Sheboygan, 1970 -2040



http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/projections
http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/estimates

Race

The racial makeup of Sheboygan's can be seen in table below.

Table 2.2: Racial Makeup

City of Sheboygan, 2010

Race	Count	Percentages
Non-Hispanic or Latino		
White alone	38,108	77.3
Black or African American alone	832	1.7
American Indian and Alaska Native alone	209	0.4
Asian alone	4,412	9
Native Hawaiian and Other Pacific Islander alone	6	0
Some other race alone	31	0.1
Two or More Races	824	1.7
Hispanic or Latino		
Mexican	4,111	8.3
Puerto Rican	220	0.4
Cuban	38	0.1
Other Hispanic or Latino	497	1
Total Population (2010)	49,288	100%

Age Distribution

Of the 49,288 people in Sheboygan, 13,712 (27.8%) are under the age of 19. The age group between 5 and 19 which is 20.3% (10,021) of the population and is often considered the active recreation years including youth organized sports such as soccer, baseball, and football.

Those ages 25 to 44 account for 33.4% of the city's population, while individuals ages 45 to 64 comprise of 24.8% and over 65 is 13.9% of the population. For individuals between the ages of 25 and 64, improved health and fitness has become a trend meaning they are more willing to travel and participate in a diverse range of recreational activities. The City of Sheboygan median age is 36.2 years and the gender makeup is 49.5% male and 50.5% female.

Table 2.3: Age and Sex Distribution

City of Sheboygan, 2010

Age	Total	%	Male	Female
under 5	3691	7.5%	1858	1833
5 -9	3369	6.8%	1763	1606
10 -14	3304	6.7%	1694	1610
15 -19	3348	6.8%	1710	1638
20 -24	3061	6.2%	1529	1532
25 -34	7139	14.5%	3641	3498
35 -44	6281	12.7%	3305	2976
45 -54	6924	14.0%	3546	3378
55 -59	2925	5.9%	1420	1505
60 -64	2373	4.8%	1158	1215
65 -74	3160	6.4%	1400	1760
75 & over	3713	7.5%	1390	2323

Household Breakdown

There were 20,308 households of which 30.7% had children under the age of 18 living with them, 43.4% were married couples living together, 11.7% had a female householder with no husband present, 5.1% had a male householder with no wife present, and 39.8% were non-families. Of all households 33.4% were made up of individuals alone and 12.1% had someone living alone who was 65 years of age or older. The average household size was 2.38 and the average family size was 3.06.

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, the median household income in the city was $43,107 and about 11.2% of families and 14.8% of the population were below the poverty line, including 23.5% of those under age 18 and 7.3% of those 65 years of age or older.

Commuting to Work

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, there were 23,755 workers 16 years of age or older with a mean travel time to work of 16.7 minutes. Below is a table that breaks down how they commuted to work.

Table 2.4: Commuting to Work
City of Sheboygan, 2010-2014

	Workers	%
Car, Truck, or Van -alone	19,935	83.9%
Car, Truck, or Van -carpooled	2,254	9.5%
Public Transportation (excluding taxicab)	198	0.8%
Walked	573	2.4%
Other means	373	1.6%
Worked at home	422	1.8%
Total	**23,755**	**100.0%**



SECTION 3: ANALYSIS OF THE SHEBOYGAN PARK AND OPEN SPACE SYSTEM

3.1 Introduction

The number and type of parks and recreation facilities needed within a community are dependent on the demands of the local residents. Identifying the recreational needs and wants of community residents provides the justification for funding the acquisition and development of new facilities as well as the maintenance of existing recreational facilities. Below are the generally accepted methods of determining recreation needs:

- A classification of existing parkland and a comparison to national acreage standards
- Comparison to regional quantitative studies –the Statewide Comprehensive Outdoor Recreation Plan and the Sheboygan County Comprehensive Outdoor Recreation Plan
- Soliciting public input and discerning local recreational facility needs.

It is important to use all of the above mentioned methods in determining the need for additional parks and/or recreational facilities in the City of Sheboygan. Each method focuses on one specific element of providing suitable parks and open space and types of facilities. Taken individually, they do not provide an accurate representation of community-wide recreation needs. However, used as a group, recreation needs and wants can be aggregated and identified and additional parks and recreation facilities can be justified.



3.2 Parkland Analysis

A parkland classification system is a useful tool to determine if an existing park system serves the needs of a community. Total acreage alone does not guarantee that the community's park needs are being met. A community should have a number of different types of parks to serve the various needs of the residents.

Mini-Park/Pocket Park

General Description: These parks offer specialized facilities that serve a centralized or concentrated or specific group such as young children of senior citizens.

Service Area: Less than ¼ mile in residential areas

Desirable Size: 1 acre or less

Areas per 1,000 Population: .25 to .5 acres

Basic Facilities and Activities:

- Playground equipment and structures for preschool and elementary school age children
- Conversation and sitting areas arranged to permit easy surveillance by parents
- Landscaped areas that provide buffering and shade
- Lighting for security at night
- Parking not typically provided

Desirable Site Characteristics:

- Suited for intense development
- Easily accessible to the neighborhood population
- Centrally located in close proximity to residential development
- Accessible by walking or biking
- Well buffered by open space and/or landscape plantings and in some cases, separated from roadways by physical barriers, such as fences

City of Sheboygan Mini-Parks/ Pocket Parks:

Mini-Parks/Pocket Parks Total Acreage:	**0.00**
Recommended NRPA Acres:	**12.20 -24.40**

Neighborhood Park

General Description: These parks are designed specifically to accommodate residents living within the immediate surrounding area. They are often characterized

by active recreational facilities such as baseball and soccer fields, but should also incorporate some passive recreational areas for picnicking and nature study.

Service Area: ¼ to ½ mile radius uninterrupted by non-local roads and/or other physical barriers

Desirable Size: 5 acres minimum; 15+ acres is optimal

Acres per 1,000 Population: 1.0 to 2.0 acres

Basic Facilities and Activities:

- Active recreational facilities such as playfields, tennis courts, basketball courts, playgrounds, ice-skating rinks
- Passive recreational facilities such as picnic/ sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Lighting for security at night
- Adequate on-street and off-street parking
- Not intended to be used for activities that result in overuse, noise, and increase traffic with the exception of limited use by youth teams

Desirable Site Characteristics:

- Easily accessible to the neighborhood population
- Accessible by walking or biking

City of Sheboygan Neighborhood Park:

Charles Voight	2.86	Northeast	12.0
Cleveland	4.41	Optimist	5.0
Cole	2.5	Riverside	5.67
End	3.47	Roosevelt	9.47
Franklin	1.4	Sheridan	2.62
Grace	1.13	Veteran's	7.45
King	6.5	Worker's	2.81
Moose	3.9		

Neighborhood Parks Total Acreage: 71.19
Recommended NRPA Acres: 48.81 -97.61

Community Park

General Description: Community Parks are intermediate in size and are able to accommodate visitors from the surrounding community and multiple neighborhoods. These sites focus on both the developed aspects of the park, such as intense recreational activities, as well as the natural resources amenities

Service Area: 1 to 2 mile radius

Desirable Size: 25+ acres is desirable

Acres per 1,000 Population: 5.0 to 8.0 acres

Basic Facilities and Activities:

- Active recreational facilities such as areas for swimming and boating, biking/walking/skiing trails, playfields, playgrounds, sports courts
- Passive recreational facilities such as walking trails, picnic/sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Facilities for cultural activities, such as plays and concerts in the park
- Community Center building with multi-use rooms for crafts, theatre, restrooms, social activities, and older adult use
- Lighting for security at night
- Adequate off-street parking

Desirable Site Characteristics:

- May include natural areas, such as bodies of water or wooded natural areas
- Easily accessible to the neighborhood population
- Accessible by walking or biking

City of Sheboygan Community Parks:

Deland	23.21	Kiwanis	30.5
Evergreen	98.02	Lake View	18.6
Jaycee Quarry	38.29	Vollrath	16.13

Community Parks Total Acreage: 224.75
Recommended NRPA Acres: 244.03 -390.44

Special Use Park/ Conservancy Area

General Description: Areas of open space that cannot by measured by a quantifiable standard because of their unique and diverse contributions to the community. Special Use Areas enhance an overall park and open space system by maintaining and improving the community's natural resource base, accommodating special activities that aren't included in other parks, and providing interconnections between isolated parks and recreation areas. Examples of Special Use Space Areas are varied but can include those lands that accommodate passive or special recreational activities, such as golf courses, sledding/skiing hills, marinas, beaches, display gardens, arboreta, and outdoor amphitheaters, as well as land that have been protected for their environmental significance or sensitivity and provide limited opportunity for recreational use. Examples of that latter may include water bodies, floodplains, wetlands, shorelands and shoreland setback areas, drainage ways, storm-water management basins, conveyance routes, environmental corridors or isolated natural

areas, wildlife habitats, areas of rare or endangered plant or animal species, prairie remnants, and restoration areas.

Service Area: Variable –depends on function

Desirable Size: Variable –depends on function

Acres per 1,000 Population: Variable –most Special Use Parks/ Conservancy Areas are not included in the overall community calculation of park and recreational space per 1,000 persons. Their value extends beyond the community's boundaries and contributes significantly to overall quality of life.

Basic Facilities and Activities: Variable –some may include:

- Active recreational facilities such as areas for swimming and boating, skiing hills, biking/walking/skiing trails, skating rinks, and golf courses
- Passive recreational facilities such as walking trails, picnic/sitting areas, and natural study areas
- Service buildings for shelter, equipment storage/rental, concessions, and restrooms
- Signage, trails markers, trash receptacles, and information booths
- Lighting for security at night
- Off-street parking spaces if appropriate to the area

City of Sheboygan Special Use Parks:

8th Street Boat Landing	.58	North Point Overlook	2.0
Butzen	56.79	Rotary Riverview	2.0
Camelot Dog Run	3.85	South Pier	9.0
Dog Run (south)	14.99	Southshore	4.0
Fountain	2.62	Wildwood Athletic	12.06
Indian Mound	15.48	Wildwood Baseball	5.2
North Point	20.8		

Special Use Parks Total Acreage: 149.37

City of Sheboygan Conservancy Areas:

Arrowhead	1.0	Manor Heights	11.6
Creekside	7.47	Maywood	139.75
Julson	2.15	Pigeon River Parkway	113.25

Conservancy Areas Total Acreage: 275.22

Linear Park/Recreational Trails

General Description: Linear parks/recreational trails accommodate various outdoor activities, such as biking, hiking, walking, jogging, horseback riding, nature study, and cross country skiing. A well-designed park system provides connections between

parks and open space lands and effectively integrates urban areas with the surrounding natural environmental by the use of linear park/recreational trail areas. Linear parks/recreational trails can be designed to serve different functions and to accommodate various, and sometimes conflicting activities.

Service Area: Variable –depends on length & size

Desirable Size: Sufficient width to protect the resources and provide maximum use

Acres per 1,000 Population: Variable –most Linear Park areas are not included in the overall community calculation of park and recreational space per 1,000 persons.

Desirable Design Criteria for Multi-Use Paths:

- Minimal width of 10 feet to accommodate two-way bicycle traffic, and recommended paved surface to facilitate bike, walking, running and skating
- Avoid placement alongside roadways where multiple cross-street and driveways are or will be present

Desirable Design Criteria for Walking/Hiking Trails:

- Because these trail facilities often travel through environmentally sensitive areas, they are generally not paved. Rather, they are surfaced with crushed limestone, decomposed granite, wood chips, hard packed earth or mowed grass.

City of Sheboygan Walking/Hiking Trails:

Bur Oak
Dog Run
Evergreen
Indian Mound
Jaycee
Lakeview
Maywood
Pigeon River Parkway

City of Sheboygan Linear/Multi-Use Paths:

Harbor Shore Trails
River Walk
Shoreland 400
South Pier Trail
Superior Ave Trail
Taylor Dr Trail
Urban Rec Trail



Table 3.1 Total Park Acreage Analysis, 2015

*Based on 2015 population estimates of 48806

Park Type	NRPA Standard Acres per 1,000 persons	Recommended Acreage based on Acres per 1,000 persons*	2015 Acres per 1,000 persons (Existing)	2015 Total Acres (Existing)
Mini-Parks/ Pocket Parks	.25 -.50 acres	12.20 -24.40 acres	0.00	0.00
Neighborhood Parks	1.0 -2.0 acres	48.81 -97.61 acres	1.46 acres	71.19 acres
Community Parks	5.0 -8.0 acres	244.03 -390.44 acres	4.60 acres	224.75 acres
Total	**6.25 -10.50 acres**	**305.04 -512.45 acres**	**6.06 acres**	**295.94 acres**
Special Use Parks	Varies	N/A	3.06 acres	149.37 acres
Conservancy Areas	Varies	N/A	5.64 acres	275.22 acres



3.3 Review of Local, Regional and State Recreation Plans

Another method of determining recreation needs in the community uses local, regional, and state recreation studies that apply to the area. These studies are very useful since they are a good indicator of recreation needs as perceived by recreation users. Below are the studies that are available at this time.

Sheboygan Area School District Facility and Master Planning Green Space Study
In the City of Sheboygan the school district and the city work cooperatively to provide facilities and programming to area residents. The school district shoulders most of the burden for facilities management and development and works to provide programming and sport field reservation services. The school district had developed a school facilities plan, *Sheboygan Area School District Facility and Master Planning Green Space Study* (2006). The school district was consulted throughout the planning process.

Sheboygan County Outdoor Recreation and Open Space Plan
The Sheboygan County Parks System is a natural resource based system, which demonstrates stewardship while providing recreational and educational opportunities Sheboygan County provides resource related and self-actualized recreational opportunities while city and town governments provide sites and facilities for intensive non resource-oriented recreational facilities. Sheboygan County has recently prepared an Outdoor Recreation and Open Space Plan that conveys a shared vision for park and open space lands and facilities to serve the resident County population anticipated under full development of the County land use plan. The updated park and open space plans are also prepared to meet planning requirements for use of State and Federal parkland and recreational grants.

Vision Statement
Sheboygan County will offer its residents the best possible system of outdoor recreation and open space sites and activities in a manner which is responsive to the needs of the public, fiscally responsible, and which promotes the preservation and sustainability of the County's outstanding environmental, archeologist, historical, and cultural resources.

Goals
The goals of the Sheboygan County Comprehensive Outdoor Recreation and Open Space Plan are:

- To ensure provision and protection of sufficient parks, recreation facilities, and open areas to satisfy the health, safety and welfare needs of citizens and visitors, including underserved populations.

- To ensure that the acquisition of park and open spaces lands occurs in coordination with development to provide for reasonable acquisition costs and facilitate site planning for development. Alternative means of reserving lands required for open space should be fully explored to ensure that lands are obtained at the lowest cost to the public.
- To promote the involvement and cooperation of all the county's communities in park and recreation planning and development.
- To develop tools to protect open space.

Sheboygan County Pedestrian/Bicycle Plan

In July 2006, the US Congress adopted the new transportation budget which included special provisions to create a Non-Motorized Transportation Pilot Program; Sheboygan County was one of four communities in the country selected to participate in this pilot program. As part of the Pilot Program, Sheboygan County will receive up to $25 million over four years to develop a network of non-motorized transportation facilities that connect neighborhoods, retail centers, schools, recreation amenities, and employment centers and will allow people to change the way they choose to move around through their daily lives.

During the summer of 2007 the County completed the Sheboygan County Pedestrian and Bicycle Plan. This plan incorporates the vision statement and goals and objectives of the County plan. The City of Sheboygan supports improving bicycle and pedestrian accommodations within the city of county-wide. On April 21, 2015, Sheboygan County adopted an updated Pedestrian and Bicycle Plan.

Bicycle Vision

By 2045, Sheboygan County's bicycle facilities will be an efficient, connecting system for bicycles routes and facilities that provide a safe, convenient and viable transportation choice for Sheboygan County residents and visitors.

Bicycle Goals

- Create diverse bicycle-friendly facilities that increase the number of bicycling trips and offer a level of convenience, directness, safety, and attractiveness that will encourage bicycle use.
- Establish a safe, convenient, enjoyable, and continuous bicycle route system within Sheboygan County for use by utilitarian and recreational cyclists.
- Reduce the number of crashes involving bicyclist with other users of the transportation system by 20 percent or more by 2045.

Pedestrian Vision

By 2035, pedestrian travel will established as a viable, convenient, and safe transportation choice for Sheboygan residents and visitors.

Pedestrian Goals

- A diverse pedestrian-friendly environment that increases the number of walking trips and offers a level of convenience, directness, safety, and attractiveness.
- Guide land use and site design that is conducive to pedestrian use.
- Improve the circulation, visibility, and safety for pedestrians and reduce conflicts with vehicular traffic.
- Ensure that the pedestrian system is fully accessible and convenient for all users, including persons with disabilities, children, and the elderly.
- Develop and implement a variety of educational programs that promote the benefits of walking and encourage implementation of pedestrian-oriented design.

Please see Appendix C, D, E and F for applicable maps from the Sheboygan County Pedestrian/Bicycle Plan.

Statewide Comprehensive Outdoor Recreation Plan

Vision Statement

The 2011 -2016 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) serves as a blue print for state and local outdoor recreation planning through support of nationally initiatives, sets the course for recreation within the state by describing current recreation supply and trends, and provides a framework for future recreation development and focus.

Goals

The goals of the Statewide Comprehensive Outdoor Recreation Plan are:

- Assess, Understand, and Adapt to Growing Recreation Tourism Demands and Preferences.
- Improve Integration of Outdoor Recreation Interests and Needs in Land Use and Other Relevant Planning Efforts.
- Continue to Provide and Enhance Public Access to Wisconsin Recreational Lands and Waters.
- Conserve Rural Landscapes and Forests through Partnerships and Incentives.
- Address Funding Challenges Associated with Managing Wisconsin Outdoor Recreation Resources.
- Promote Outdoor Recreation as a Means of Improving Public Health Among Wisconsinites.

- Establish Great Urban Parks and Community Green Spaces.

The City's Comprehensive Outdoor Recreation Plan is consistent with the State and County Comprehensive Outdoor Recreation Plans and recognizes their goals as part of the City's plan. The Outdoor Recreation Plan is also included in the City of Sheboygan Comprehensive Plan.







3.4 Public Input

The online survey had 232 participants which was available online from February 16, 2015 to March 17, 2015 along with hard copies upon request. Of those 232 participants, 131 took the survey as an individual, 82 as a family and 1 as an organization. All participants were 25 or older with the majority (53) being from the 45 to 54 age group.

The five most used parks were Evergreen Park, Fountain Park, Vollrath Park, Deland Park, and Kiwanis Park. Walking, picnicking, going to the playground, dog walking and bicycling were noted as the top 5 outdoor activities the participants partake in.

Improvements that they would like to see to the Sheboygan Park system is improved lighting, improved maintenance, improved existing park facilities, more trails/paths and improved landscaping.

73% noted that they feel safe in City of Sheboygan's Park while 43% feel that the City does not do a good job informing the public about our parks and their rules.

For all the survey questions and results they are available in Appendix G for viewing.

Three opportunities were offered for the public to speak on the Comprehensive Outdoor Recreation Park Plan and no additional public comments were given at any those meetings. The Public Forums were held on:

- April 5, 2016 at 4:15 pm at the Board of Marina, Parks & Forestry Board
- April 12, 2016 at 4:00 pm at the Plan Commission
- April 12, 2016 at 5:30 pm at the Public Works Committee



Photo Courtesy of Tom Bair

SECTION 4: RECOMMENDATION

The City of Sheboygan will face many challenges as it continues to grow, especially as growth is restricted by the lake. Open space protection, trail system development, and active use park expansion all lead to a higher quality of life in Sheboygan and continued ability to attract new residents and retain those already living there.

4.1 Individual Park Recommendations/Capital Improvements

On the following pages you will see Individual Park Descriptions which include site analysis summary (existing facilities, issues and improvement options), program details (events and maintenance) and improvement estimates.

Not all the parks will be listed only those with recommendations at this time.









Charles Voigt Park **Neighborhood Park**

Park Description

Location:

This 2.86 acre north side park offers, playground equipment and plenty of open space.



Site Analysis Summary

Existing Facilities:

- Playground Equipment

Issues:

- Site plan is needed

Improvement Options:

- Master plan

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground equipment inspection

Improvement Estimate

• Master plan	$ 10,000

Cleveland Park **Neighborhood Park**

Park Description

Location: 2331 Geele Ave

This 4.41 acre park is located on the north side of Sheboygan on SE corner of Geele Ave and N 25th St. Cleveland Park is part of the Cooper-Cleveland Neighborhood.

New 5-12 years of age playground equipment was installed in 2014 and 2-5 years of age equipment in 2015.

A new rentable shelter and restrooms were installed in 2012.



Site Analysis Summary

Existing Facilities:

- Shelter available for rental
- Restrooms
- Basketball court
- Playground equipment
- Grills
- Picnic tables
- Open space

Issues:

- Road parking only

Improvement Options:

- Master Plan for continued redevelopment
- Grass volleyball courts
- Accessible walkways to all facilities

Program Details

Programs and Events:

- Family and group rentals
- Neighborhood events

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/tree care
- Turf management
- Playground inspection

Improvement Estimate

• Splash pad	$113,000
• Accessible walkway connections	$ 10,000
• Off road parking	$ 20,000
• Additional landscaping	$ 2,000

Cole Park **Neighborhood Park**

Park Description

Location: 1700 N. 3rd Street

This 2.5 acre park is located on the north side of Sheboygan at 1700 N 3rd Street north of Superior Ave. Cole Park is part of the North Point Neighborhood.

A small Picnic Shelter was built in 2015 as part of an Eagle Scout Project. This is a non-rentable shelter.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Small picnic shelter
- Picnic tables
- Port-a-potty

Issues:

- Street parking only

Improvement Options:

- Walkways need to be resurfaced
- Accessible walkways to all facilities
- Add grills and more picnic tables
- Add playground boarder
- Park signage

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf Management

Improvement Estimate

• Resurface walkways	$ 10,000
• Add Grills, benches and picnic tables	$ 2,000
• Playground boarder	$ 5,000

End Park **Neighborhood Park**

Park Description

Location: 1236 Bell Ave.

This 3.47 acre park is located on the north side of Sheboygan at 1236 Bell Ave. End Park is part of the End Park Neighborhood.

Rentable shelter, restrooms, playground equipment and splash pad, makes this a great park for family gatherings.



Site Analysis Summary

Existing Facilities:

- Shelter available for rental
- Restrooms
- Playground equipment
- Splash pad
- Picnic areas

Issues:

- Road parking only
- Vandalism/security
- Poor storm water drainage

Improvement Options:

- Resurface walkways
- Pedestrian lighting
- Off street parking area
- Accessibility to all facilities
- Replace swing
- Install fall area around playground areas
- Install security cameras
- Installation of drain tile

Program Details

Programs and Events:

- Family Gatherings
- Neighborhood Events

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf management

Improvement Estimate

• Resurface walkways	$ 10,000
• Pedestrian lighting	$ 10,000
• 5-6 parking stalls	$ 10,000
• Playground improvements	$ 25,000
• Security cameras	$ 3,000

Franklin Park **Neighborhood Park**

Park Description

Location: 1300 Broadway Ave.

This 1.4 acres located on the south side of Sheboygan. Franklin Park is part of the Franklin Park Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Basketball ½ court
- Backstop
- Open space

Issues:

- Road parking only

Improvement Options:

- Fence repair/replacement
- Move backstop
- Accessible walkways to all facilities

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping

Improvement Estimate

• Fence repair/replacement	$ 10,000
• Accessible walkways	$ 5,000

General King Park **Neighborhood Park**

Park Description

Location: 1611 S 7th Street

This 6.5 acres lakefront park is located on the south side of Sheboygan. General King Park is located in the King Park Neighborhood.

Built in 2009, a new rentable Park Building, restrooms and outdoor showers overlooking Lake Michigan makes this a hotspot for family reunions, weddings and all other gatherings.

New 2-5 year old playground added in 2015.



Site Analysis Summary

Existing Facilities:

- Park building, available for rental
- Lakefront/Beach
- Outdoor showers
- Restrooms
- Playground equipment, 2-5 and 5-12 years of age
- Picnic tables/benches
- Grills
- Sand Volleyball
- Fire pit

Issues:

- Street parking only
- Landscaping around building

Improvement Options:

- New landscaping around building
- Replace older playground equipment
- Storm sewer outfall
- Restore historic entrance and flagpole
- Accessible walkways to all facilities including lake

Program Details

Programs and Events:

- Family gatherings
- Weddings
- Fourth of July celebration

Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Landscaping/Tree care
- Turf management

Improvement Estimate

• Landscaping	$ 5,000
• Restore entrance and flagpole	$ 10,000
• Accessible walkways	$ 10,000
• Storm water outfall	

Grace Park **Neighborhood Park**

Park Description

Location: 2347 E Mark Drive

This 1.13 acres park is located on the north side of Sheboygan in the Fellowship Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Picnic tables

Issues:

- Landscaping along residential housing

Improvement Options:

- Tree/shrub plantings between houses and park area

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/Tree care
- Turf management
- Playground inspection

Improvement Estimate

• Planted tree line between houses and park	$500.00

Moose Park **Neighborhood Park**

Park Description

Location: 1801 Indiana Avenue

This 3.9 acres long narrow park stretches between Indiana Ave and Georgia Ave on the south side of Sheboygan. Moose Park is part of the Indiana Corridor Neighborhood.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Basketball
- Tennis

Issues:

- Decide if tennis courts are staying or if they are going to be removed
- Older playground equipment

Improvement Options:

- Hardscape Surfacing
- New playground equipment

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing/areas not to mow
- Trash collection
- Playground inspection
- Landscape/tree care
- Accessible walkways to all facilities

Improvement Estimate

• New playground equipment	$ 25,000
• Accessible walkways	$ 5,000

Northeast Park **Neighborhood Park**

Park Description

Location: 2901 N 6th Street

This 12 acres lakefront park is located on the north side of Sheboygan at 2901 N 6th St. Northeast Park is located in the North Lake Neighborhood.



Site Analysis Summary

Existing Facilities:

- Soccer
- Lake front access
- Beach
- Benches
- Open space

Issues:

- Street parking only
- Invasive plant growth

Improvement Options:

- Lakeshore restoration
- Storm sewer outfall
- Add picnic areas
- Park signage

Program Details

Programs and Events:

- Soccer practice

Maintenance Program:

- Mowing
- Trash collection
- Invasive removals
- Landscape/tree care
- Turf management

Improvement Estimate

• Lakeshore restoration	$ 20,000
• Added picnic areas	$ 2,000
• Park signage	$ 2,000
• Storm sewer Outfall	

Optimist Park **Neighborhood Park**

Park Description

Location: 2010 Carmen Avenue

This 5 acre park is located on the south side of Sheboygan. With a new rentable shelter built in 2012 and restrooms, updated playground equipment in 2015, makes this a great park for family and neighborhood gathering. Optimist Park is part of the West Camelot Neighborhood.

Soccer and youth baseball are also held in the park making it very busy in the evenings.

Optimist is also adjacent to the new Hmong garden rental lots.



Site Analysis Summary

Existing Facilities:

- Shelter that can be rented
- Restrooms
- Playground equipment
- Soccer
- Youth baseball
- Open space

Issues:

- Street parking only

Improvement Options:

- Walkway boarder around playground
- Additional playground
- Accessible walkways to all facilities
- Off street parking
- Better access to the Hmong gardens
- Constructed earth berm between gardens, park and residential houses

Program Details

Programs and Events:

- Organized youth soccer and baseball
- Access to Hmong gardens

Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/tree care
- Turf management

Improvement Estimate

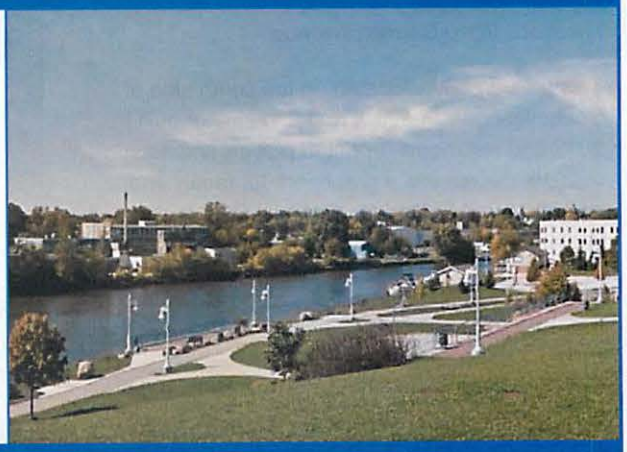
• Walkway boarder around playground	$ 7,000
• Accessible walkways to all facilities	$ 10,000
• Off Street parking for Hmong garden (SASD)	$ 20,000
• Constructed earth berm	$ 5,000

Riverside Park **Neighborhood Park**

Park Description

Location: 640 N Water Street

This 5.67 acres park is located along the Sheboygan River and offers a Riverwalk pathway, benches with great views, basketball, volleyball and playground equipment.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Sand Volleyball
- Basketball
- Riverfront

Issues:

- Portions of the park are on a capped contaminated site.
- Upkeep of landscaping

Improvement Options:

- Defining capped and buildable areas
- Low maintenance landscaping
- Better site design

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscaping/weed control

Improvement Estimate

• Soil borings/site use	$ 10,000
• Master plan	$ 10,000

Roosevelt Park **Neighborhood Park**

Park Description

Location: 1103 Mead Ave

This 6.5 acres south side has a rentable park building updated playground equipment, two baseball/softball field's tennis and basketball courts with lots of open space.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Two softball/baseball fields
- Basketball
- Tennis
- Restrooms

Issues:

- Tennis courts are in need of repair
- Park building needs re-roofing
- No off road parking available

Improvement Options:

- Master plan is needed
- Work with SASD for best use of park
- Determine if tennis court are going to stay

Program Details

Programs and Events:

- Scheduled softball and baseball games
- Family and group rentals

Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Landscaping needs

Improvement Estimate

• Roof repair/building updates	$ 30,000
• Tennis court repair	$ 25,000
• Master Plan	$ 10,000

Sheridan Park **Neighborhood Park**

Park Description

Location: 701 S 14th St

This tree filled 2.62 acres midtown park offers playground equipment, small shelter, basketball court and picnic areas.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Basketball
- Small shelter
- Portable restrooms

Issues:

- Shelter is older and may need replacement
- Playground equipment updates in future

Improvement Options:

- Tree replacement
- New shelter
- Update playground equipment

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Landscape maintenance

Improvement Estimate

- None at this time

Veteran's Park **Neighborhood Park**

Park Description

Location:

This 7.45 acre south side park offers a new rentable shelter and restrooms, playground equipment, tennis courts, picnic areas, two baseball/softball fields, plenty of open space and a Vietnam Veterans of Sheboygan Tank Memorial.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Softball/baseball
- Basketball
- Tennis
- Restrooms

Issues:

- Limited off road parking
- Play equipment needs updating
- Tennis court reconstruction
- Replacement of basketball court

Improvement Options:

- Parking area
- New Playground equipment
- Tennis court reconstruction
- New basketball court

Program Details

Programs and Events:

- Family and group rentals
- Softball games and practice

Maintenance Program:

- Mowing
- Trash collection
- Restroom and shelter cleaning
- Playground equipment maint.

Improvement Estimate

• Additional parking and sidewalks	$ 10,000
• Basketball court	$ 10,000
• Playground equipment	$ 35,000
• Tennis court reconstruction	$ 50,000

Workers Water Street Park **Neighborhood Park**

Park Description

Location: N Water Street

This 2.1 acres river side park is located along the Sheboygan River and offers a Riverwalk pathway part of the Urban Recreational Trail, playground equipment, a picnic shelter, splash pad, restrooms and great views.



Site Analysis Summary

Existing Facilities:

- Playground Equipment
- Splash pad
- Riverfront
- Riverwalk
- Restrooms
- Non-rentable shelter

Issues:

- Security

Improvement Options:

- Security cameras

Program Details

Programs and Events:

- None at this time

Maintenance Program:

- Mowing
- Trash collection
- Playground inspections
- Splash pad maintenance

Improvement Estimate

Security cameras	$3,000

Deland Park **Community Park**

Park Description

Location: 715 Broughton Dr.

This 16.13 acres community park is located on the shores of Lake Michigan; it is in the heart of the Harbor Centre District. It is home to several festivals, the Marina, Sheboygan Youth Sailing Club and boat launch.

Park facilities include the Deland Community Center, Richardson shelter, Deland Home, three playground areas including Rammer playground, and bathhouse overlook that has restrooms and showers.



Site Analysis Summary

Existing Facilities:

- 3 Playground areas
- Biking/ Walking on the Harbor Trail
- Sand Volleyball
- Tennis
- Swimming
- Fishing Area
- Boat launch
- Rentable shelters
- Restrooms
- Event Area
- Beachfront
- Fish Cleaning station

Issues:

- Erosion on steep hillside
- Invasive species
- Aging bathhouse
- Storm water outfalls need to be addressed

Improvement Options:

- Tennis court needs repainting
- Beach front restoration
- New bath house
- Performance shelter/band shell

Program Details

Programs and Events

- Fourth of July Celebration
- Greek Fest
- Family gathering
- Walk/run events

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Sand erosion

Improvement Estimate

• Tennis court surface painting	$ 20,000
• Tennis court sport court surfacing	$ 50,000
• Beach front restoration	
• New bath house	$300,000
• Performance shelter/band shell	$300,000

Evergreen Park **Community Park**

Park Description

Location: 3000 Calumet Drive

Evergreen Park has 98.2 acres of towering white pines and hardwoods with spots of open spaces, all along the pigeon river. The parks offers miles of hiking, mountain biking and ski trails. This is a favorite spot for family picnics with several rental areas. It is also home to the Making Spirits Bright Christmas light show.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Biking/ Walking/hiking/skiing
- Fishing
- 4 rentable shelters
- Restrooms
- Event Area

Issues:

- Trail erosion
- Trail connections
- Older shelters and restrooms
- Masonry work needed
- Lighting
- Walkers share road with vehicles

Improvement Options:

- Added trails and trail restorations
- New shelters and restrooms

Program Details

Programs and Events

- Mountain bike races
- Glow in the dark run
- Making Spirits Bright Christmas light show
- Family gatherings

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance

Improvement Estimate

• Added trails and trail restoration	$ 20,000
• Enclosed rentable park shelter/restrooms	$300,000
• Open shelter/restrooms	$180,000
• Paved multi-purpose pathway	$100,000
• Mason work on entry, sign and fire rings	$ 20,000

Jaycee Park Quarry **Community Park**

Park Description

Location: 3401 Calumet Drive

This park was the site of a former limestone quarry that now offers an excellent spring-fed swimming area and a sand beach. In the summer the Quarry View shelter and beach front is known as the Quarry Beach Adventure Park and offers swimming, boat rentals and other aquatic activities. The park also has a popular 18 hole disc golf course that is open year round.



Site Analysis Summary

Existing Facilities:

- Playground equipment
- Mountain biking/hiking trails
- Quarry View Center, rentable building
- Riverfront along the Pigeon River
- Disc Golf
- Beach/swimming

Issues:

- Land erosion into the river
- Older park building
- No restrooms
- Older playground equipment

Improvement Options:

- New playground equipment
- New rentable park building
- River bed stabilization
- Storage building

Program Details

Programs and Events

- Numerus bike races
- Making Spirit Bright activities
- Quarry Beach Adventure area
- Family and Group gatherings

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Beach maintenance
- Trail maintenance

Improvement Estimate

• River bed stabilization	$ 20,000
• Shelter/restrooms	$300,000
• Playground equipment	$ 35,000
• Storage building	$ 10,000

Kiwanis Park **Community Park**

Park Description

Location: 726 Kiwanis Park Drive

Kiwanis Park is located along the Sheboygan River. It is home to several festivals during the summer including the well-known Brat Days event. Kiwanis Park open spaces baseball and softball fields and youth football. There is a beautiful rentable enclosed park shelter and two open shelters.



Site Analysis Summary

Existing Facilities:

- Riverfront
- Play Equipment
- Two Softball fields
- Youth football fields in the fall
- Basketball
- Fishing Area
- Event Area
- Restroom

Issues:

- Over use of open field
- Poor access to the river
- No Park Caretaker on site

Improvement Options:

- Updated master plan
- Ada certified, canoe and kayak launch

Program Details

Programs and Events:

- Brat Days
- Hmong Fest
- Family and group gatherings

Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Building and ground daily maint.

Improvement Estimate

• Building updates	$10,000
• ADA certified, canoe and Kayak launch	$50,000

Lake View Park **Community Park**

Park Description

Location: 3201 Lakeshore Drive

This south side park is located along the shores of Lake Michigan. It is a popular family picking site and offers great views and access to the beach. The park has the only dog friendly beach in the city.



Site Analysis Summary

Existing Facilities:

- Rentable park shelter
- Gazebo
- Beach
- Playground Equipment
- Restrooms
- Parking

Issues:

- Pour drainage of the park
- The shelter offers poor views of the lake
- Gazebo is in poor shape

Improvement Options:

- Master plan for the whole park
- New shelter overlooking lake
- Drain Tile
- Improve parking area or add new parking
- Camping area

Program Details

Programs and Events:

- Family and Group picnics

Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Hillside vegetation management

Improvement Estimate

• Master Plan	$ 10,000
• New Shelter/restroom	$300,000
• Drain Tile	$ 20,000
• Parking area	$ 50,000
• Camping area	$400,000

Vollrath Park **Community Park**

Park Description

Location: 2001 N 3rd St

This 16.13 acres lakeside park offers a rentable shelter with restrooms, tennis courts, disc golf course, playground equipment, and basketball court and picnic areas. Vollrath is home to Wisconsin oldest disc golf course. "The Shack" located on the course has refreshments and disc golf gear for sale.



Site Analysis Summary

Existing Facilities:

- Picnic area
- Rentable shelter
- Playground equipment
- Restrooms
- Tennis courts
- Basketball court

Issues:

- Erosion on trails and hills in the disc course
- Lighting in park is getting old
- Tennis courts in need of repair
- Paved trail need to be moved and repaired
- Shelter and restroom repairs are needed
- Off road parking is needed

Improvement Options:

- Tennis courts re-paved, add pickle ball lines
- Rebuild retaining walls and steps
- Upgrade lighting throughout park
- New shelter/restroom or remodel
- Off road parking area

Program Details

Programs and Events

- North and South High annual joint commencement ceremonies
- Food Truck Mondays
- Disc Golf tournament
- Family and group rentals
- Rec dept. movie in the park

Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Playground inspections
- Shelter/restroom cleaning

Improvement Estimate

• Tennis Court Reconstruction	$ 60,000
• Retaining Walls (disc golf)	$ 30,000
• Comprehensive Lighting	$150,000
• Remodel restrooms	$ 20,000
• Replace shelter/restrooms	$300,000

Fountain Park **Special Use Park**

Park Description

Location: 1010 N 8th Street

This downtown park hosts numerous activities throughout the summer. The Farmers market is very popular providing fresh vegetables for purchase every Wednesday and Saturday. The performance shelter is used to provide music for many events and concerts in the park on Tuesday.



Site Analysis Summary

Existing Facilities:

- Performance shelter
- Fountain
- Historical memorials
- Restrooms
- Picnic tables and benches

Issues:

- Overuse of the park for grass
- Performance shelter and restrooms getting worn
- Security

Improvement Options:

- Turf management plan
- Rehab of restrooms
- Painting the performance shelter

Program Details

Programs and Events:

- Concert in the park Wednesday nights
- Farmers market, Tuesday and Saturdays
- Lobster Boil
- Taste of Sheboygan

Maintenance Program:

- Mowing
- Trash collection
- Building maintenance
- Landscape/Turf management

Improvement Estimate

- Rehab of restrooms $10,000
- Paint performance shelter

Maywood Environmental Park — Conservancy Area

Park Description

Location: 3516 Mueller Rd

Elwood H May Environmental Park (Maywood) is Sheboygan's nature Jewel. It offers an Environmental Learning Center, several trails through wetlands, prairie, and maple forest and along the pigeon river. The city partners with the Maywood Trust & Association and Camp Y-Koda to promote environmental stewardship through real life experiences: Explore, Learn, Enjoy.



Site Analysis Summary

Existing Facilities:

- Nature walking/hiking trails
- Cross country ski trails
- Environmental Learning Center
- Two spring fed ponds
- Prairie overlook platform
- Arboretum
- Maple sugaring

Issues:

- Ponds are lowering
- Invasive species on land and in ponds
- Park Driveway is breaking up
- Additional property is needed for growth

Improvement Options:

- Re-pave park driveway
- Hire consultant to look at pond issues
- Invasive removals
- Purchase of adjacent property

Program Details

Programs and Events:

- Maywood offers too many programs to list but they range from school education classes, summer camps, maple sugaring, birding and nature hikes. Our larger activities include Maywood's Earth Ride, our annual bicycle ride and Flapjack Day.

Maintenance Program:

- Building maintenance
- Land management
- Program set up, tear down
- Invasive control
- Landscaping

Improvement Estimate

• Re-pave park driveway	$ 200,000
• ADA certified, canoe and kayak launch	$ 50,000
• Rentable park building/learning area	$ 400,000
• Pond improvements	
• Purchase adjacent property	
• Trail and bridge, new construction and repairs	

4.2 Recommendations for City Parks

Charles Voigt Park
- A Master Plan is need for this park.

Deland Park
- Beach restoration
- Cord walk and Mobimat material for access to the water
- Performance shelter Park Master Plan
- Concession stand in bath house
- The city worked with Veterans for Peace to install a Peace Pole in a portion of Deland Park known as the Michigan/Broughton triangle. A site plan is being worked on by this group and volunteers. The park will consist of benches, plantings, walking path, art pieces and other items that will complement the peace pole.
- Rammer Playground is also a part of Deland Park. The playground is very accessible to many developmental needs but steps can be taken to improve its accessibility. A restroom is also a good possibility for this site.

End Park
- Improve drainage of storm water
- Add off road parking

Evergreen Park
- New enclosed park shelter
- Remodel or replace restrooms in area 2 and 5
- Ability to enclose area 5 shelter for winter use
- Replace pedestrian bridge over Pigeon River
- Add fishing areas
- Maintain and add trail connections to ski, hiking and bike trails
- Asphalt pathway circling the park next to the park road
- Masonry work at main entrance and fire rings
- Update several playground equipment areas
- Signage for the park

Fountain Park
- Paint performance shelter
- Re-model restrooms

JC Quarry Park
- Maintenance storage building for disc golf area
- Update playground equipment area
- Stabilize stream bank erosion area
- Signage for the park
- ADA accessible fishing area
- Add public restrooms

- New enclosed park shelter to the north
- Improve beach area with water features like zip line, water trampoline, water slide, and other beach amenities
- Add sand volleyball courts

King Park
- Landscape around building
- Lakeshore restoration
- Cord walk and Mobimat material for access to the water

Kiwanis Park
- Update master plan for the park
- ADA certified, canoe and kayak, carry-in boat launch

Lakeview Park
- Master plan for the whole park
- New park shelter placed closer to the lake overlook
- Parking area to better utilize the view of the lake
- Improve drainage of property
- Possible camp sites
- Log the wooded area of the park

Library Water Feature
- Replace water pumps
- Add lighting

Maywood and Bur Oak

<u>Maywood</u>

1. Pond Improvements
   a. Reconstruct spring fed channel
   b. Access decks on each pond
2. Pigeon River Footbridge – a second bridge on property's west edge
3. Acquire property west of Maywood
   a. Construct new trails
   b. Tree planting
   c. Canoe launch
4. Repave entrance road and parking lot
5. New entrance sign
6. New sugar house and evaporator
7. Invasive species removal
8. Construct amphitheater
9. Develop an interpretive trail loop to transport people with mobility issues
10. Create a roof for the Prairie Overlook

11. Construct a shelter and vandal resistant storage shed near the ponds for use with aquatic classes
12. Construct a Tiki torch trail route for illuminated nighttime skiing and snowshoeing.
13. Purchase the Meyer property adjacent to the existing donated Meyer property.
14. New enclosed park shelter/learning center

Bur Oak

1. Trail construction including boardwalks, footbridges, and trail markers
2. Install parking lot
3. Signage
    a. Entrance
    b. Interpretive
    c. Rules/property information
    d. Map
4. Thin pine plantation and replant with appropriate tree species for conditions
5. Invasive species removal
6. Improve pond impoundment system
7. Clear group gathering areas to assemble students
8. Construct steps from floodplain to the elevated perimeter trail
9. Build pond observation deck

Northeast Park
- Removal of many invasive plants along the border of the park and lakeshore
- Lakeshore restoration
- Signage

Optimist Park
- Sidewalk around playground equipment
- Add assessable play equipment
- Off road parking area

Pigeon River Parkway
- Work with Town of Sheboygan to open entry area year round
- Improved park signage
- Trail improvement

Riverside Park
- A Master Plan is needed for this park
- Portions of this park have a capped landfill underneath and soil borings are needed to determine what can be done on the property.

Roosevelt Park
- Re-surface tennis courts

South Shore Park
- ADA certified, canoe, kayak, carry-in boat launch
- Beach and hillside restoration

Veterans Park
- Off road parking is needed
- Basketball court area
- Update playground equipment area

Vollrath Park
- Landscaping for disc golf area
- Move portions of the paved trails to improve grade issues
- New Lighting throughout the park
- Fix the tennis courts and add pickle ball courts
- Remodel or replace shelter and restrooms
- Off road parking needed

Wildwood Softball Complex
- New site master plan
- New concession stand including restrooms, meeting and viewing area
- Switch to LED light for the field lights
- Re-grade outfield of field 2 and 3
- New maintenance building

Wildwood Baseball Complex
- New field lighting
- Acquisition of adjacent property for parking, viewing, picnic area and maintenance building
- Added off road parking
- See appendix H for long-term phase and site plan

Worker's Water Street Park
- This area needs security cameras by the restroom building

4.3 Recommendation for Non-City Parks

Camelot Dog Run

A master plan to improve this city owned parcel in the 1600 block of Camelot Boulevard for passive recreational use is needed. Continue to manage this pet friendly area.

County LS Wayside – Pigeon River Parkway (North side dog run)

As part of the LS road project, the parking lot was paved and turned over to the Town of Sheboygan. The City owns the 113.25 acres to the east known as the Pigeon River Parkway, Northside Dog Run. Work with Town of Sheboygan to keep parking area open year round.

Roy Sebald Sheboygan River Natural Area

This a county park located along the Sheboygan River by off of Indiana Avenue and Taylor Drive. The city would like to work with the county to install an ADA certified, canoe and kayak launch and carry-in boat landing. This would allow for an assessable river trail to Kiwanis Park, where there are also plans for a carry-in boat landing and ADA launch.

Willow Creek Preserve

The former Schuchardt farm is 180 acres located on the City's western side. This property contains the Willow Creek with is one of the only remaining Class A trout streams with natural reproduction of trout in Sheboygan County. There are also large tracts of wetlands, dense wooded areas that boast a large wildlife population including deer, turkeys grouse, raccoons, etc. Due to the difficulty in developing this parcel as to not affect the natural prairies and wooded areas, the concept is to create the Willow Creek Preserve on the northern half. The northern acres would be sold to a land trust organization to protect and preserve the property for future generations. Minimal improvements would be made to allow the general public to access and use the property as a wildlife preserve. The southern portion of the project would be sold to the John Michael Kohler Arts Center to be used as an Art Preserve and artist environment collections that were once developed in the rural, wooded landscape. Both properties would provide public access through trails, bridges, fishing platforms. See Appendix J for Proposed Trail System.

Dog Run (South Side) – Partner with Town of Wilson to provide:

- Parking off of S. 18th Street, also used for new Utility Corridor Trail
- Continue sidewalk from Creekside Park to Dog Park on west side

- Connection to Utility Trail
- Install new fence gate and asphalt entry area
- Provide shade structure, small shelter

Art Green – Levitt AMP Area

- Accessible walkways
- Food court
- Activity Area
- Shade structure
- Lighting
- Landscape
- Community Art





4.4 Planned Future Parks and Open Space Facilities

Butzen Recreation Campus

- Eight soccer fields
- Two soccer/football fields
- Trail system around the interior of the park
- Pathway connection to Utility Corridor Trail
- Trail Head and parking for Utility Corridor Trail
- Restrooms/shelter
- Concession stands
- Play areas
- Other park amenities including volleyball, basketball, picnic areas, landscaping and park signage
- Parking lots
- See Appendix I for site map

Poth Property – Stahl Rd

- Develop a portion of the land for a city tree nursery
- City maintenance building

Fox Meadows Park - Moenning Road Property. This was dedicated the city.

- Develop strategic plan for use of the park
- Develop site master plan
- Develop trail system
- Have the area logged by a professional logger
- Parking area



4.5 Current Recommendations on Greenways and Trails

Butzen Athletic Complex
- Pathway system encompassing the interior of the park
- Trail Head and pathway connector to the future Utility Corridor Trail.

Camelot Dog Run
- Pathway system encompassing the interior of the park.
- The Utility Corridor Trail may run through this park and out to Cty KK.

Dog Park (South Side) Partnership with the Town of Wilson
- Sidewalk connection along S. 18th Street.
- Pathway connection to the Utility Corridor Trail.
- Parking for Dog Park and Utility Corridor Trail.

Evergreen/Maywood/JC Quarry Park
- Paved pathway following the road around Evergreen Park.
- Continue improving and connecting hiking, mountain bike and ski trails.
- Provide maps for all trails and signage.

Shoreland 400 Trail, an off road asphalt pathway that runs north/south between Pennsylvania Avenue and North Avenue.
- Future connections to the south to Mead and north to County LS are planned.

South Pier Trail
- Continue off road paved trail from Indiana Avenue, south to King Park, along the shore of Lake Michigan.
- Acquisition of property or gain easement for this connection.
- Extended/floating pathway under 8th street bridge, on the south side, connecting S. Pier to the Highland House area.

South Shore Park
- Continue sidewalk or paved pathway from High Avenue, south along Lake Shore Drive to Ashland Avenue on the east side.

Taylor Drive Trail – Starts at Crocker Avenue and goes to Erie Avenue at Taylor County Park.
- Connection to Utility Corridor Trail along Taylor Drive.

Urban Rec Trail – Starts at Erie Avenue and goes east to the Lake Michigan and then north to Vollrath Park.
- Trail consist of on and off road pathways
- Continue to look for path connections to parks, schools and other points of interest.

Utility Corridor Trail – Construction is scheduled for 2018

- This trail will be an off road paved path and run from County Highway OK to Lakeshore Drive.
- A proposed trail head and parking area will be at the Butzen Park property.

Willow Creek Preserve (Schuchardt Property)

- Trail system within the park.
- Pathway connection to Taylor Drive Trail and Indiana.

Weeden Creek Road

- This is a high priority from S. Business Dr. to Lakeshore Drive.
- Pathway connection to current trail at S. 12th street.

Green Way Ponds

- Add viewing areas along the current trails.
- Improve accessibility to trails.
- Develop a trail system through the wooded area.

Connect Lower Downtown to the South Pier District via a pedestrian bridge at Virginia Avenue.

- As Sheboygan's South Pier peninsula is redeveloped into a vibrant commercial and residential neighborhood, this proposed bridge will provide a walkable line to Sheboygan's downtown employment and shopping district for the new residents of South Pier. It will also bring shoppers and needed pedestrian bike traffic into new development.

Continue to Connect Existing Trails and Bike Routes

- Please see the Sheboygan Trails and Bike Route Map. The map depicts the existing and proposed trails and existing and proposed on-street bike routes. Existing and proposed bridges both auto and bike/ped bridges are depicted on the map as well. The Sheboygan River makes bike and pedestrian travel more challenging. It is recommended that as each bridge is replaced over time, each is designed to accommodate bicycle and pedestrian traffic. In addition, a new bike/ped only bridge is recommended in a couple locations:

    1) Virginia Avenue to the new South Pier District
    2) A bridge connecting the east shore to the west shore/ Kiwanis Park

Indiana Avenue

- Installation of a cycle track form 17th street to west to Taylor Drive.

Wildwood River Trail - Area along the Sheboygan River, south of Wildwood Park from Kiwanis to Taylor Drive

- Consider hiring a consultant to create a trail plan for the land along the north side of the river and south of Wildwood Park. Trail and acquisition projects along the river are excellent candidates for Stewardship Grants.

Multi-Purpose Pathway Maintenance Plan

- Design a 5 to 10 year maintenance plan for crack filling, sealcoating and replacing paved trails.







4.6 Capital Improvement Plan for 2016 to 2020

General Recommendations

Accessible Restrooms

- Retrofit all parks and park facilities to be disabled accessible, including shelters and restrooms. Restroom buildings are built or upgraded; they should be designed to be barrier-free and accessible to all park users.
- Adhere to 2010 ADA standards for accessible design.

Playground Safety Surfaces

- Cover surfaces directly under play equipment and a safe zone around the play equipment with a 10-inch to 12-inch layer of resilient safety surface. The City of Sheboygan's preferred safety surface is mulch and wood fibar playground chip.

Park Acquisition

- Acquire additional parklands as appropriate to meet current and future recreational needs per the recommendations of the City's Comprehensive Recreational Outdoor Plan.

Trails and Greenways

- Develop a citywide, barrier-free, multi-purpose trail system that connects city and county parks, and provides access to natural and cultural resources in the community and region. Cooperate with various transportation agencies to provide safe crossings at major street and highway intersections.

Perform systematic routine maintenance of park facilities and equipment.

- Play equipment
- Splash pads
- Courts and fields
- Benches and picnic tables
- Trail system
- Restrooms and shelters

Capital improvements to a park are the addition of labor and materials that improve the overall value and usefulness of that park. Capital improvements are designed and funded individually through segregated municipal funds. Routine maintenance, on the

other hand, is considered to be the repair and upkeep of existing park facilities, such as painting a shelter building. Routine maintenance of park facilities does not appreciably increase the value or usefulness of the park, and is traditionally funded through the park department's operations budget. Non-routine maintenance of park facilities, such as upgrading a toilet facility to be barrier-free is usually considered to be a capital improvement.

Most projects can be easily identified and categorized, but some are difficult. When a project falls on the borderlines between a capital improvement and maintenance, the overall cost becomes the determinant. Projects with a high cost, such as for seal coating roads or parking lots, are categorized as capital improvements.

The capital improvements program for each park is a combination of several types of projects. These projects are ranked according to their importance and priority in the overall development of the park. Generally, capital improvements are ranked in the following manner:

- Improvements to Existing Facilities
    - Correct health and safety hazards
    - Upgrade deficient facilities
    - Modernize adequate but outdated facilities

- Installation of facilities as deemed appropriate and necessary through public demand (public meetings, Parks & Forestry Committee input, expected population growth)

- Development of new facilities as deemed necessary through comparison to NRPA park and recreation standards

Specifically, improvements to existing facilities rank the highest in the capital improvements program, while new facilities are usually ranked lower, according to their relative need in the park. Improvements that correct health and safety hazards are always the highest ranking priority. Improvements that are deemed necessary through comparison to natural park and recreation standards are usually ranked the lowest.

The facility cost estimates are for budget planning use only. The numbers are not intended as actual price quotes for facilities. An example would be $45,000 for a playground. A community can choose to spend either much more or much less for a playground. An expansive playground with equipment for tots through early teenage children can cost much more. A tot lot with minimal equipment and a small swing set

can cost much less. This cost estimate was developed as part of a 5 year planning process. When the time comes to actually purchase the play equipment, the parks committee will need to decide on the amount and kind of equipment they wish to provide at a specific park and set the budget accordingly.







4.7 Policy Recommendations

Planned Maintenance Program for Asphalt and Concrete Pavement

Tennis Courts will need to be repaved, possibly rebuilding the base as well. This plan recommends a detailed inventory of paved trails, parking lots, basketball courts and tennis courts by completed. The inventory should include condition information on each paved site, followed by an asphalt surfacing plan to be developed and sites prioritized by use and conditions.

Undesignated Open Space

The identification of Undesignated Open Space existing as a result of the lack of assignment of such open space to an officially designated function or purpose by the city, must be addressed. It is recommended that the City officially recognize each site and its designated purpose and at the same time assign the responsibility for the future development and maintenance.



Photo taken by Gary Klein, Sheboygan Press

SECTION 5: PARK ACQUISITION AND DEVELOPMENT MECHANISMS

5.1 Ways to Increase Park Acreage

The City of Sheboygan accepts donations and occasionally purchases land for park and open space use. The two City Ordinances relating to park land acquisition are shown below.

Extracts from Chapter 74 Parks and Recreation

Sec. 74-6 Donations.
The department of engineering and public works shall acquire in the name of the city for park, parkway, boulevard or pleasure drive purposes, by gift, devise, bequest or condemnation, either absolutely or in trust, money, real or personal property or any incorporeal right or privilege. Gifts to the city of money or other property, real or personal, either absolutely or in trust, for park, parkway, boulevard or pleasure drive purposes shall be accepted only after they have been recommended by the department of engineering and public works to the common council and approved by the council by resolution. Subject to the approval of the council, the department my execute every trust imposed upon the use of property or property rights by deed, testament or other conveyance transferring the title of such property to the city for park, parkway, boulevard or pleasure drive purposes. (Code 1975, § 27-4)

Sec 74-7 Purchase, lease and condemnation.
Subject to the approval of the council, the department of engineering and public works shall buy or lease lands in the name of the city for park, parkway, boulevard or pleasure drive purposes within or without the city, and, with the approval of the council, shall sell or exchange property no longer required for its purposes. The city is authorized, upon recommendation of the department of engineering and public works, to acquire by condemnation in the name of the city such lands within or without its corporate boundaries as it may need for public parks, parkways, boulevards and pleasure drives. (Code 1975, § 27-5)

The City of Sheboygan Subdivision Code (Appendix C of the Municipal Code) addresses the preservation of shoreland, natural features and the dedication of park land acres to the city. The parkland dedication ordinance is discussed in more detail in the following sections.

Extracts from Appendix C of the Municipal Code of the City of Sheboygan

6.1 Preservation of Natural Features.

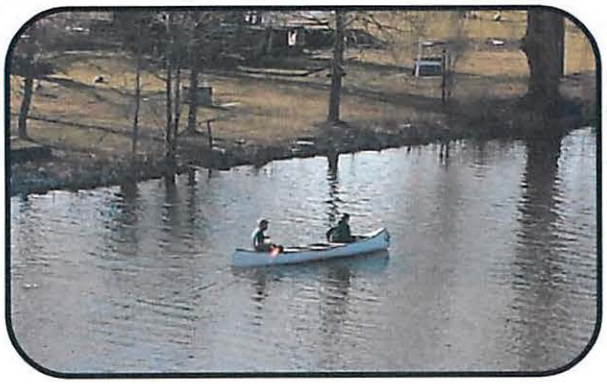
A. The Commission shall, wherever possible, establish the preservation of all natural features which add value to residential developments and to the community, such as large trees or groves, watercourses, beaches, historic spots, vistas and similar irreplaceable assets.
B. No tree, except if diseased or damaged, with a diameter of eight (8) inches or more as measured three (3) feet above the base of the trunk shall be removed unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the buildable area as established by the yard requirements of the City Zoning Ordinance.

6.2 Dedication of Lake and Stream Shore Lands.

A. The Commission shall require in every plat abutting a natural river, or navigable stream, the dedication of the lake and stream shore lands to the public.
B. The dedication of said lands shall be determined individually for each subdivision based on the conditions existing for the land to be subdivided; included but not limited to such factors as topography, erosion rates, beach conditions, flood hazards and vegetation.
C. The land to be dedicated shall, wherever possible, extend one hundred (100) feet inland from the established high watermark.

6.3 Dedication of Parks, Playgrounds and Other Open Space.

Where a proposed park, playground or other public open space shown on the Official Map or the Comprehensive Plan of the City is located within a proposed subdivision, the subdivider shall dedicate said park, playground or other open space to the City or Other appropriate public body. Such dedication shall be at the rate of one (1) acre for each thirty-five (35) lots to be created within the subdivision. Where said park, playground or other public open space is larger in area than the required dedication, the addition required land shall be made available to the City for purchase at raw land value for a period extending one year from the date of approval of the final plat.



5.2 Parkland Dedication/ Fees in Lieu Of and Impact Fees

Parkland Dedication Regulations

Many communities have developer exactions for parkland acquisition and recreational facilities development. These exactions are designed to help a growing community acquire land for new park facilities to keep pace with new residential development. As residents move into a new subdivision, they place additional stress on existing park facilities. Developer exactions, agreed upon during the subdivision review and approval period, provide land or cash or a combination of both to the City to be used for the provision of park facilities for the new neighborhood.

The City of Sheboygan subdivision ordinance (Appendix C: Subdivision Code; Subsection 6.3, Dedication of Parks, Playgrounds and Other Open Space) establishes provisions for the dedication of land for parks if this proposed park has been identified in the Comprehensive Plan or Official Map. In instances where a future park has been forecast, current regulations required the subdivider to dedicate 1 acre/35 lots. Where the park in question is too large for the number of proposed lots, the subdivider must provide adequate land for municipal purchase up to the amount required for the planned park. To be in line with State Statutes, the land dedication required needs to be rationally related to the public needs. It seems this rational is already provided in the case of Sheboygan because of the connection of the dedication to the Comprehensive Plan.

Impact Fees

Recent Wisconsin legislation (2005 Act 477) establishes new requirements for impact fees, essentially abolishing impact fee provisions unless a needs study is performed. Requirements include specific procedural requirements like requiring identification of specific projects to be completed as well as expending impact fee revenues within seven years of their collection.

Many communities collect "impact fees" at the time the building permit is issued for a new home. These impact fees can fund a variety of items including sewer and water construction, firefighting equipment, library facilities and park development. Regardless of what particular facility or service, the fee must be reasonably related to or somehow serve the new neighborhood. These fees go into a separate account to be spent on capital development of parks (or improvements to existing parks) to serve the new residents.

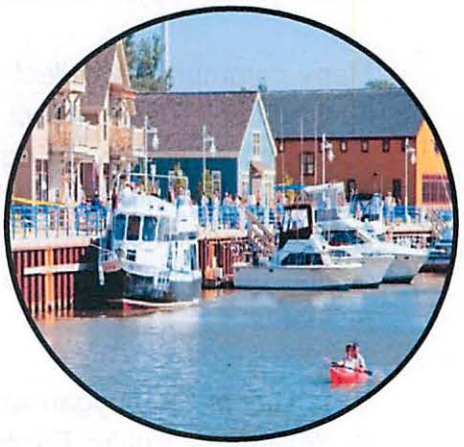
If the City of Sheboygan wishes to adopt and impact fee ordinance the City would need to develop a Public Facilities Needs Assessment that forecasts and quantifies the

collection of developer exactions. It is likely Sheboygan already develops a majority of the components necessary to justify impact fees. Examples include periodic capital improvement planning, population and household forecasting, and records related to current planning and zoning.









5.3 Grant Information for Park Acquisition and Development

The State and Federal government provides money to local governments for the acquisition and development of parks. It is important to note that most of the programs require that a local government submit to the WDNR a comprehensive outdoor recreation plan or master plan which has been approved by resolution by the submitting local government. By adopting the 2016 Comprehensive Outdoor Recreation Plan with a resolution, the City of Sheboygan has met the eligibility requirement for these grant programs until the year 2020. This section provides general information for many of the grant programs that may be used to acquire and develop local park facilities.

Wisconsin Department of Natural Resources (Federal Programs)

Land and Water Conservation Fund (LWCF)

This program allows up to a 50% grant through the Wisconsin Department of Natural Resources (WDNR). Funds can be used to develop outdoor park and recreational areas and their support facilities. Applicants compete on a statewide basis.
http://dnr.wi.gov/aid/lwcf.html

Recreational Trails Act (RTA) Program

This program allows up to a 50% grant for recreational trail projects through the WDNR. Funds can be used to development and maintenance of recreational trails and trail related facilities for both motorized and non-motorized recreational trail uses. Funds may be used in conjunction with funds from the state snowmobile or ATV grant programs and Knowles-Nelson Stewardship development projects.
http://dnr.wi.gov/Aid/RTA.html

Wisconsin Department of Natural Resources (Stewardship Programs)

Knowles-Nelson Stewardships Program http://dnr.wi.gov/topic/stewardship/grants/

- Acquisition and Development of Local Parks (ADLP)

  Funds can be used to acquire land for developing public outdoor recreation. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a regional basis.

- Urban Green Space (UGS)

  Funding is intended to provide open natural space within or in proximity to urban areas; to protect from urban development areas within or in proximity to urban areas that have scenic, ecological or other natural value; and to provide land for noncommercial gardening for the residents of an urbanized area. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources.

- Urban Rivers Program (UR)

  The Urban Rivers program aims to restore or preserve the character of urban river ways through the acquisition or development of land adjacent to rivers. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a statewide basis.

Wisconsin Department of Natural Resources (Other)

Recreational Boating Facilities

This grant can be used to fund channel dredging, feasibility studies, improvement and repair of locks, navigation aids, rehabilitation, trash skimming equipment, weed harvesting equipment and other specified construction projects. The DNR provides cost sharing up to 50% for eligible costs.
http://dnr.wi.gov/Aid/RBF.html

Surface Water Grants http://dnr.wi.gov/Aid/SurfaceWater.html

- Lake Management Planning Grant

  This grant can be used for the collection, analysis, and communication of information needed to conduct studies and develop management plans to protect and restore lakes and their watersheds. Projects funded under this subprogram often become the basis for implementation projects funded with the Lake Protection grants. There are two categories of lake management planning grants: small-scale and large-scale.

  - Small-scale are projects intended to address the planning needs of lakes where education, enhancing lake organizational capacity, and obtaining information of specific lake conditions are the primary project objectives.
  - Large-scale are projects intended to address the needs of larger lakes and lakes with complex and technical planning challenges. The result will be a lake management plan; more than one grant may be needed to complete the plan.

- Lake Protection Grants

  This grant assists with the implementation of lake protection and restoration projects that protect or improve water quality. Habitat or the elements of lake ecosystems. There are four basic Lake Protection subprograms: Land/Easement Acquisition, Wetland and Shoreline Habitat Restoration, Lake Management Plan Implementation, and Healthy Lakes Projects.

  - Land/Easement Acquisition grants are intended for the acquisition of property or property rights (easement) to protect lakes and their

ecosystems. Maximum funding amount is 75% of total project costs, not to exceed $200,000.

- Wetland and Shoreline Habitat Restoration grants are intended to protect or improve water quality or natural ecosystem of a lake by restoring adjacent degraded wetlands or tributary to lakes. Shoreline habitat restoration grants are intended to provide financial assistance, including incentive payments, to owners of developed lake front lots to re-established riparian habitat. Maximum funding amount is 75% of total project costs, not to exceed $100,000.
- Lake Management Plan Implementation grant provides financial assistance to eligible applicants that have completed a lake management plan to implement the plan's DNR-approved recommendations. Maximum funding amount is 75% of total eligible project costs not to exceed $200,000.
- Healthy Lakes Projects grants are a sub-set of Plan Implementation Grants to fund increased installation of selected best management practices on waterfront properties within the burden of developing a complex lake management plan. Maximum amount funded is 75% of the total project cost, not to exceed $25,000. Grants run for a 2 year time period.

- River Protection Grants

  This grant is intended to assist in the formation of river management organizations and provide support and guidance to local organizations that are interest in helping to manage and protect rivers, particularly where resources and organizational capabilities may be limited. This grant program protects rivers by: providing information on riverine ecosystems; improving river system assessment and planning; increasing local understanding of the causes of river problems; and assisting in implementation management activities that protect or restore river ecosystems. The River Protection Grant has three subprograms: River Planning, River Management, and Land/Easement Acquisition

  - River Planning grants are designed for collection, assessment and dissemination of information on riverine ecosystems, to assist in developing organizations to help manage rivers, to assist public in understanding riverine ecosystems, and to create management plans for the long term protection and improvement of riverine ecosystems. Maximum funding amount is 75% of the total project costs not to exceed $10,000.

- River Management grants is a cost-sharing to assist in the implementation of management activities that will help protect or improve streams, rivers, and riverine ecosystems. Maximum funding is 75% of the total project costs not to exceed $50,000.
- Land/Easement Acquisition grant is for the acquisition of all property rights (fee simple) or some property rights (easements) to protect rivers and their ecosystems. Maximum funding is 75% of the total project costs not to exceed $50,000.

Urban Forestry Grants http://dnr.wi.gov/topic/UrbanForests/grants/index.html

These grants fall into three categories: Regular grants, startup grants and catastrophic storm grants.

- Regular grants are competitive cost-share grants up to $25,000. Grants are to support new innovative projects that will develop sustainable urban and community forestry programs, not to subsidize routine forestry activities. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year.
- Startup grants are competitive cost-share grants of up to $5,000. These simplified grants are available to communities that want to start or restart an urban forestry program. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year. Only one startup grant may be awarded to an applicant per year.
- Catastrophic storm grants fund tree repair, removal or replacement within urban areas following a catastrophic storm event for which the governor has declared a State of Emergency under s. 323.10, Wis Stats. Grants range from $4,000 to $50,000. No local match is required for this grant program. Project must be completed within 365 days from governor's emergency declaration.

Urban Wildlife Damage and Abatement Control (UWDAC)

Funds help urban areas develop wildlife plans, implement specific damage abatement and/or control measures for white-tailed deer and/or Canada geese.
http://dnr.wi.gov/Aid/UWDAC.html

For information on other possible grant opportunities, please visit the DNR website at http://dnr.wi.gov/aid/grants.html.

Appendix

Appendix
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A: Location Map
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C: Sheboygan County Bike Plan –North Side
D: Sheboygan County Bike Plan –South Side
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F: Sheboygan County Ped Plan –South Side
G: CORP Community Survey Results
H: Wildwood Baseball –Project Phase and Design Map
I: Butzen Property Map
J: Willow Creek Preserve Map

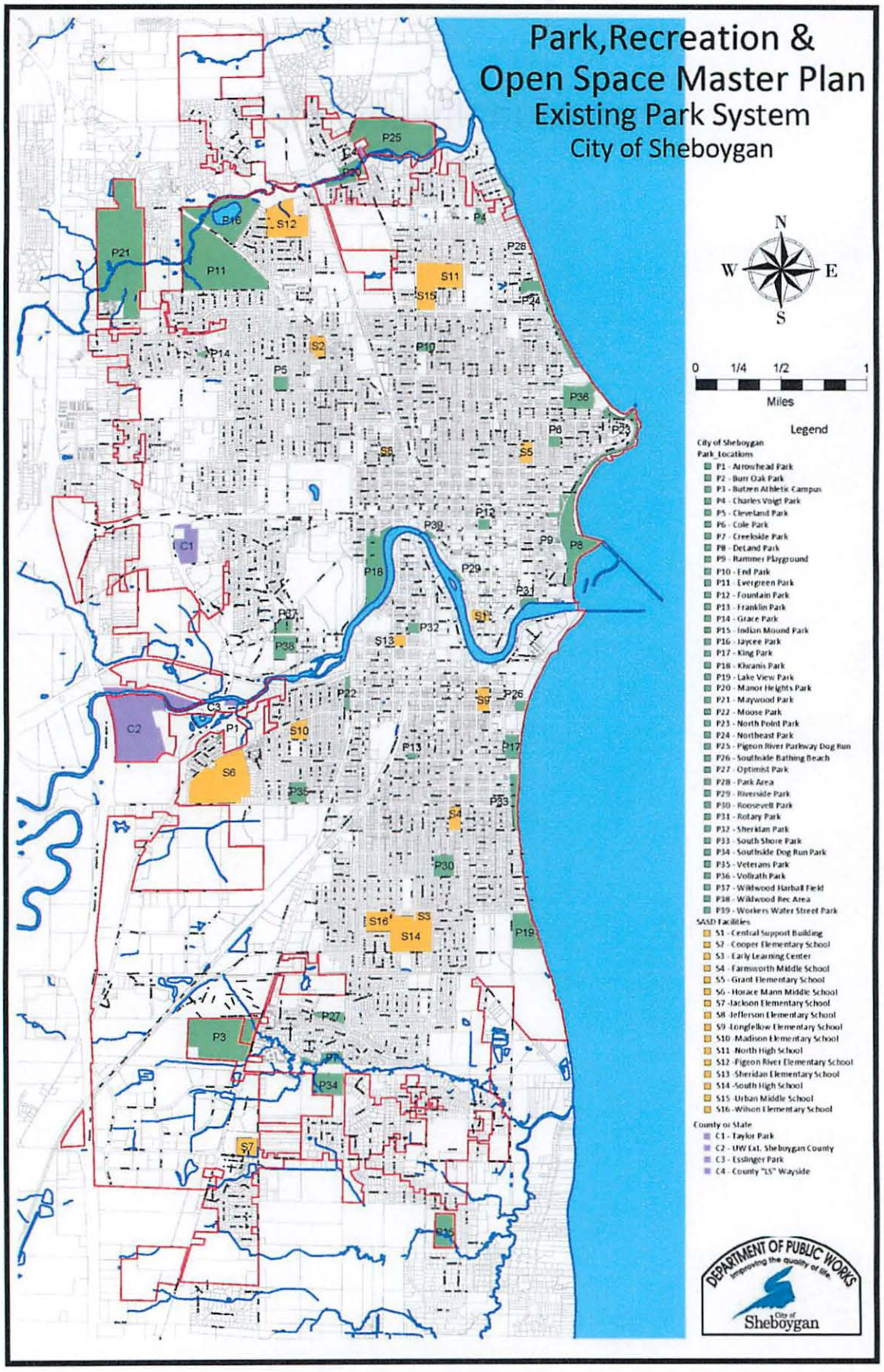
Park,Recreation & Open Space Master Plan

Location Map

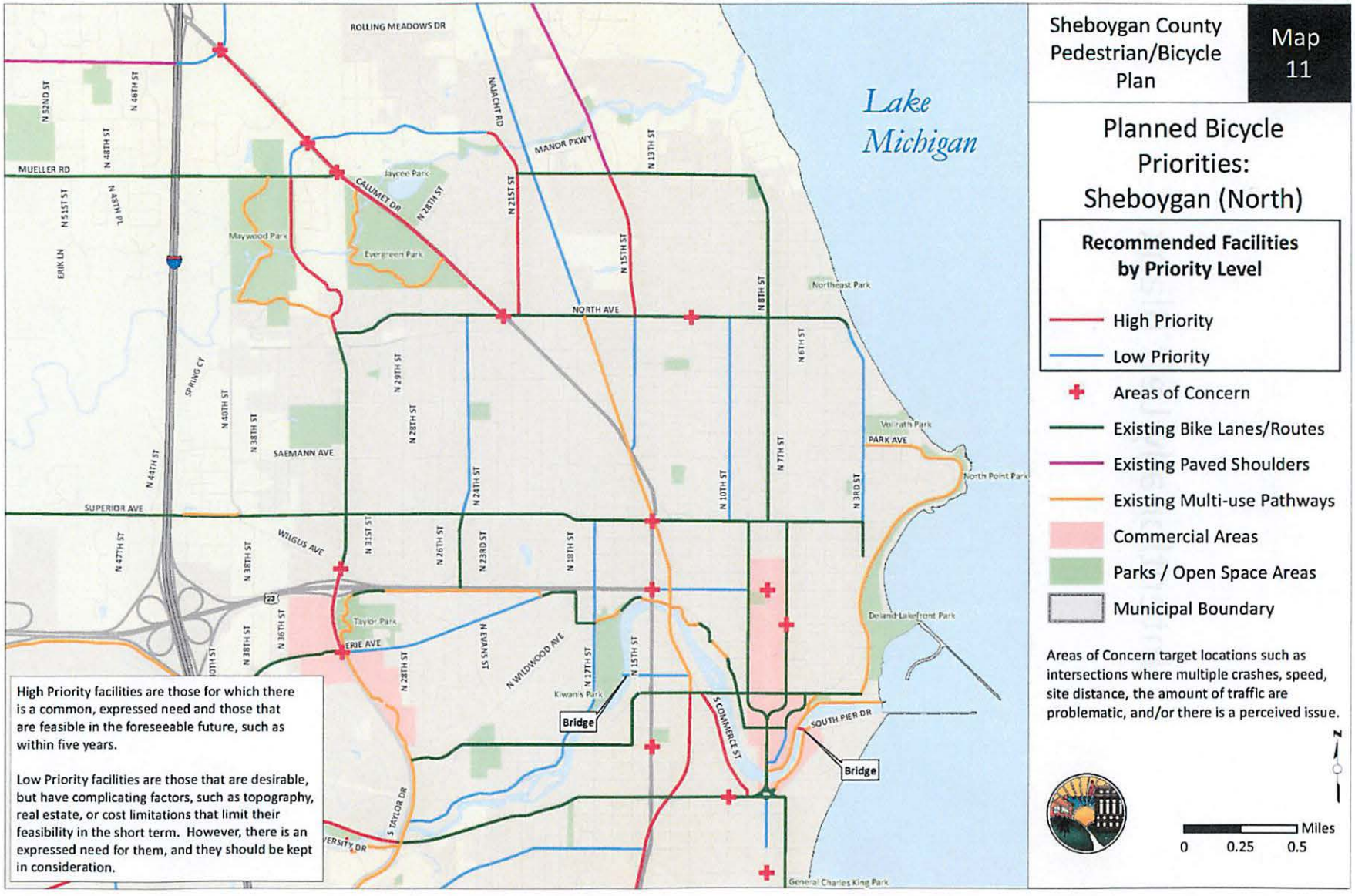
City of Sheboygan



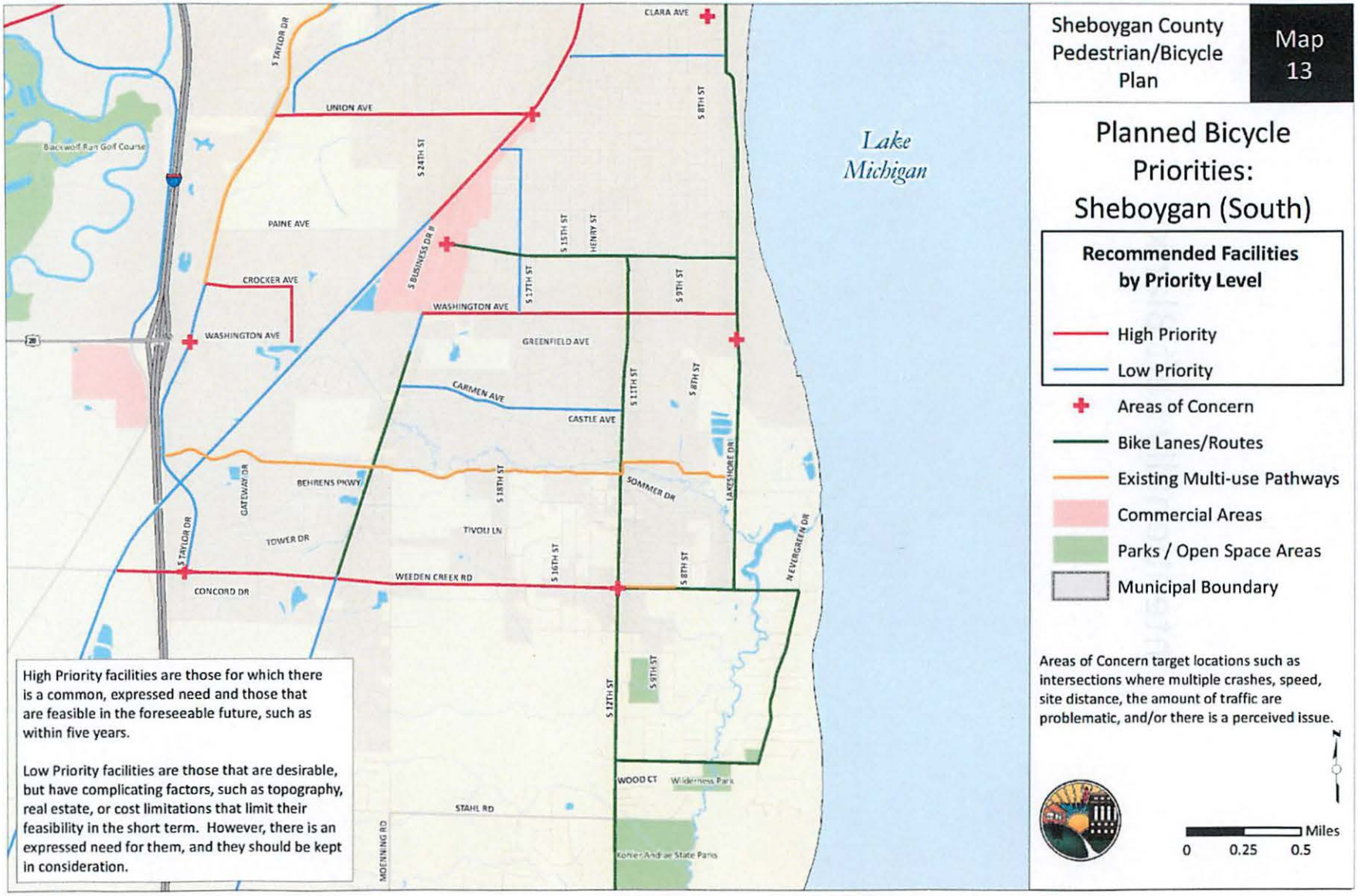
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Park,Recreation &
Open Space Master Plan
Existing Park System
City of Sheboygan
N
W
E
S
0 1/4 1/2 1
Miles
Legend
City of Sheboygan
Park_locations
P1 - Arrowhead Park
P2 - Burr Oak Park
P3 - Butzen Athletic Campus
P4 - Charles Voigt Park
P5 - Cleveland Park
P6 - Cole Park
P7 - Creekside Park
P8 - DeLand Park
P9 - Rammer Playground
P10 - End Park
P11 - Evergreen Park
P12 - Fountain Park
P13 - Franklin Park
P14 - Grace Park
P15 - Indian Mound Park
P16 - Jaycee Park
P17 - King Park
P18 - Kiwanis Park
P19 - Lake View Park
P20 - Manor Heights Park
P21 - Maywood Park
P22 - Moose Park
P23 - North Point Park
P24 - Northeast Park
P25 - Pigeon River Parkway Dog Run
P26 - Southside Bathing Beach
P27 - Optimist Park
P28 - Park Area
P29 - Riverside Park
P30 - Roosevelt Park
P31 - Rotary Park
P32 - Sheridan Park
P33 - South Shore Park
P34 - Southside Dog Run Park
P35 - Veterans Park
P36 - Vollrath Park
P37 - Wildwood Softball Field
P38 - Wildwood Rec Area
P39 - Workers Water Street Park
SASD Facilities
S1 - Central Support Building
S2 - Cooper Elementary School
S3 - Early Learning Center
S4 - Farnsworth Middle School
S5 - Grant Elementary School
S6 - Horace Mann Middle School
S7 -Jackson Elementary School
S8 -Jefferson Elementary School
S9 -Longfellow Elementary School
S10 -Madison Elementary School
S11 -North High School
S12 -Pigeon River Elementary School
S13 -Sheridan Elementary School
S14 -South High School
S15 -Urban Middle School
S16 -Wilson Elementary School
County or State
C1 - Taylor Park
C2 - UW Ext. Sheboygan County
C3 - Esslinger Park
C4 - County "LS" Wayside
DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

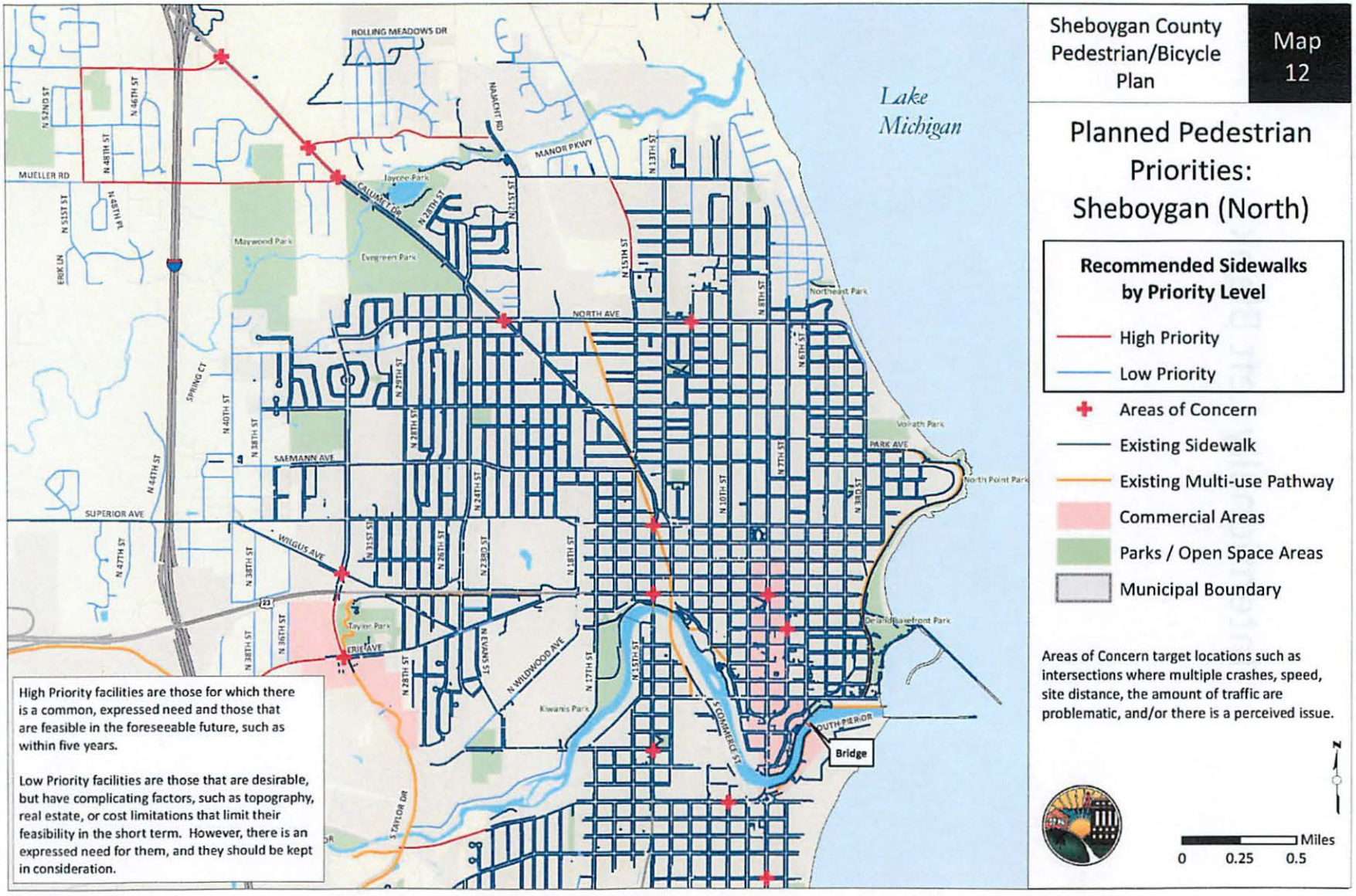
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Sheboygan County Pedestrian/Bicycle Plan
Map 11
Planned Bicycle Priorities: Sheboygan (North)
Recommended Facilities by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Bike Lanes/Routes
Existing Paved Shoulders
Existing Multi-use Pathways
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.
Lake Michigan
ROLLING MEADOWS DR
MUELLER RD
CALUMET DR
MANOR PKWY
NORTH AVE
PARK AVE
SAEMANN AVE
SUPERIOR AVE
WILGUS AVE
ERIE AVE
SOUTH PIER DR
Bridge
Bridge
Jaycee Park
Maywood Park
Evergreen Park
Northeast Park
North Point Park
Taylor Park
Kiwanis Park
Deland Lakefront Park
General Charles King Park
Miles
0
0.25
0.5

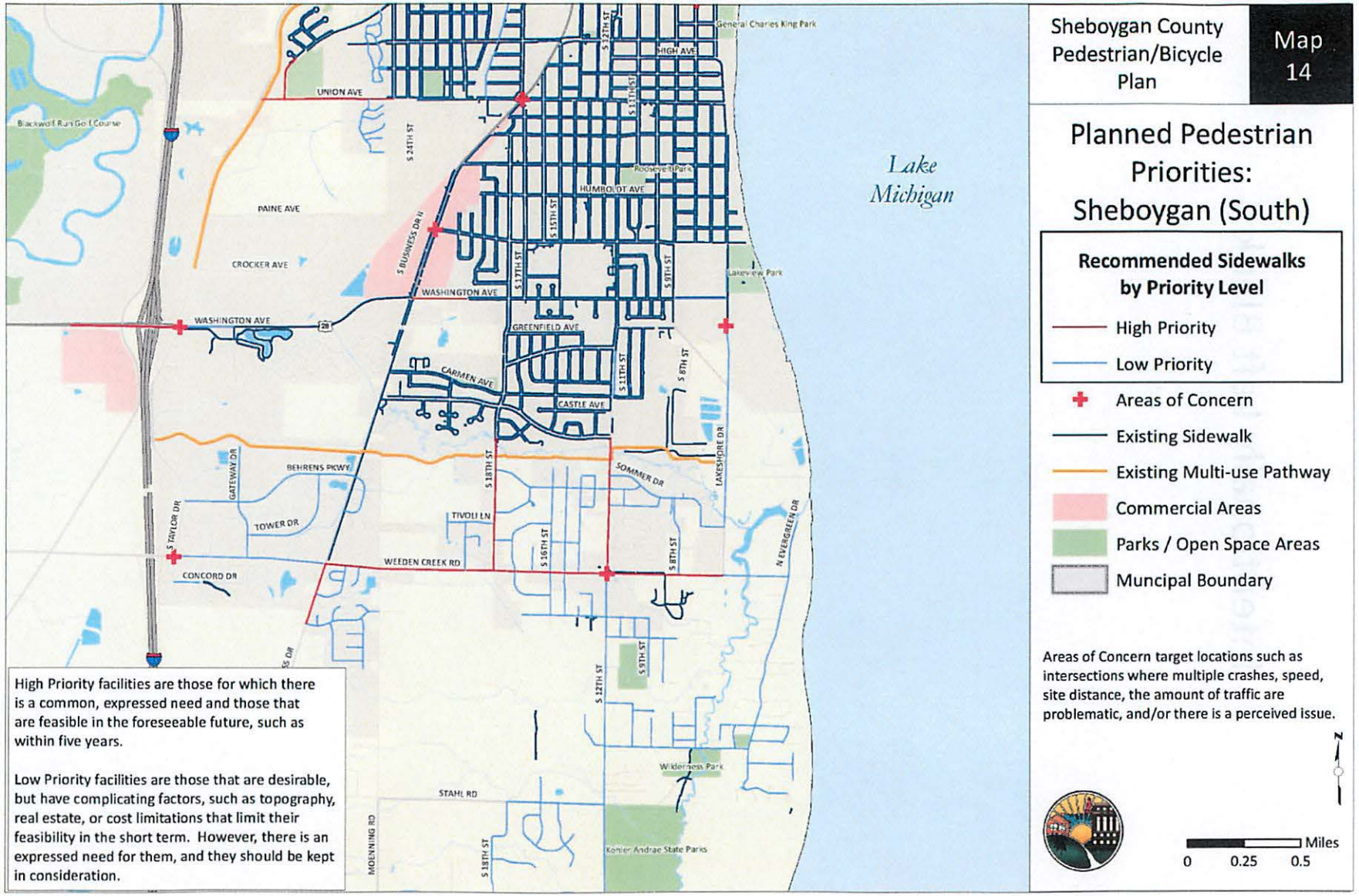
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Sheboygan County Pedestrian/Bicycle Plan
Map 13
Planned Bicycle Priorities: Sheboygan (South)
Recommended Facilities by Priority Level
High Priority
Low Priority
Areas of Concern
Bike Lanes/Routes
Existing Multi-use Pathways
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Miles
0
0.25
0.5
Lake Michigan
CLARA AVE
UNION AVE
PAINE AVE
CROCKER AVE
WASHINGTON AVE
GREENFIELD AVE
CARMEN AVE
CASTLE AVE
BEHRENS PKWY
TOWER DR
TIVOLI LN
SOMMER DR
WEEDEN CREEK RD
CONCORD DR
WOOD CT
STAHL RD
MOENNING RD
S TAYLOR DR
S 24TH ST
S BUSINESS DR 8
S 17TH ST
S 15TH ST
HENRY ST
S 9TH ST
S 8TH ST
S 11TH ST
S 18TH ST
S 16TH ST
S 12TH ST
S 5TH ST
LAKESHORE DR
NEVERGREEN DR
GATEWAY DR
Backwolf Run Golf Course
Wilderness Park
Kohler-Andrae State Park
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

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Sheboygan County Pedestrian/Bicycle Plan
Map 12
Planned Pedestrian Priorities: Sheboygan (North)
Recommended Sidewalks by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Sidewalk
Existing Multi-use Pathway
Commercial Areas
Parks / Open Space Areas
Municipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Miles
0
0.25
0.5
Lake Michigan
ROLLING MEADOWS DR
MUELLER RD
MANOR PKWY
NAJACHT RD
CALUMET DR
NORTH AVE
SAEMANN AVE
SUPERIOR AVE
WILGUS AVE
ERIE AVE
PARK AVE
SOUTH PIER DR
Bridge
Jaycee Park
Maywood Park
Evergreen Park
Taylor Park
Kiwanis Park
Northeast Park
Volkath Park
North Point Park
Deland Lakefront Park
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
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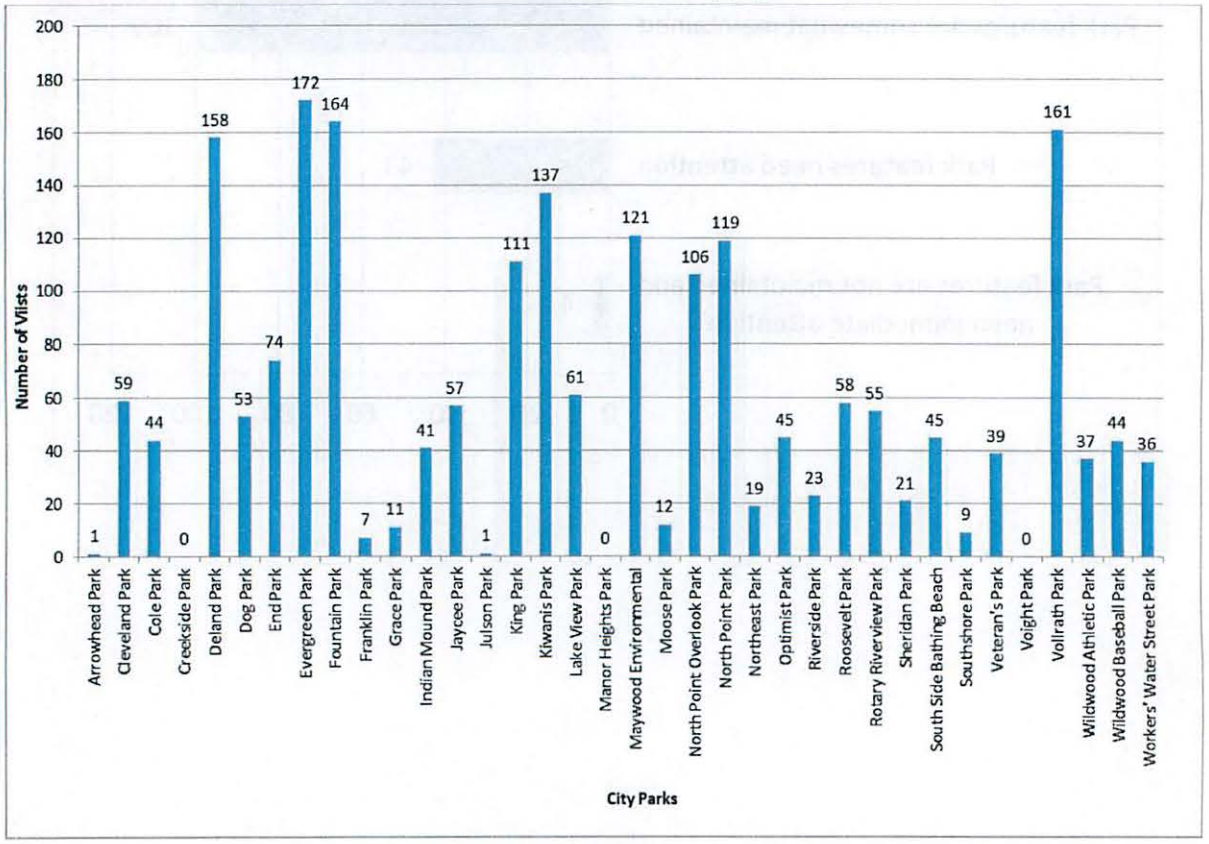

Sheboygan County Pedestrian/Bicycle Plan
Map 14
Planned Pedestrian Priorities: Sheboygan (South)
Recommended Sidewalks by Priority Level
High Priority
Low Priority
Areas of Concern
Existing Sidewalk
Existing Multi-use Pathway
Commercial Areas
Parks / Open Space Areas
Muncipal Boundary
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.
Lake Michigan
General Charles King Park
Blackwolf Run Golf Course
Roosevelt Park
Lakeview Park
Wilderness Park
Kohler-Andrae State Parks
UNION AVE
HIGH AVE
HUMBOLDT AVE
PAINE AVE
CROCKER AVE
WASHINGTON AVE
GREENFIELD AVE
CARMEN AVE
CASTLE AVE
BEHRENS PKWY
SOMMER DR
TIVOLI LN
WEEDEN CREEK RD
CONCORD DR
STAHL RD
S BUSINESS DR H
S 24TH ST
S 17TH ST
S 15TH ST
S 12TH ST
S 11TH ST
S 9TH ST
S 8TH ST
S 18TH ST
S 16TH ST
S TAYLOR DR
GATEWAY DR
TOWER DR
LAKESHORE DR
N EVERGREEN DR
MOENNING RD
Miles
0
0.25
0.5
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

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Online Survey Results

An online survey was available for residents from February 16, 2015 through March 17, 2015 which paper copies were available upon request. During that time we received 232 responses. Below you will see the questions and the responses received from the online participants.

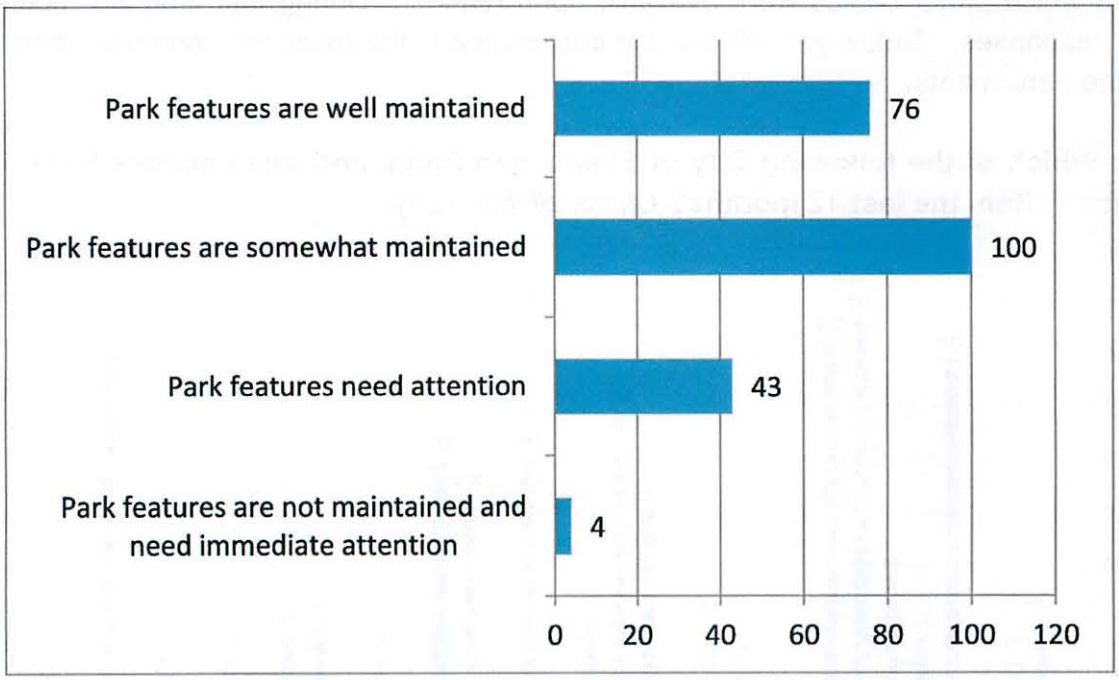
Q1: Which of the following City of Sheboygan Parks and open spaces have you visited within the last 12 months? *Check all that apply.*



Q2: How would you rate the appearance of our City Parks?

Answer Options	Response Count	Response Percent
Attractive	79	34.05%
Somewhat Attractive	126	54.31%
Somewhat Unattractive	22	9.48%
Unattractive	5	2.16%
	232	
Skipped question	**0**	

Q3: How well would you rate the quality of maintenance of our City Parks?



Q4: Identify the five most frequent outdoor activities that you have participated in during the last 12 months:

Answer Options	Response Count	Response Percent
Walking	169	76.47%
Picnicking	90	40.72%
Playground	86	38.91%
Dog Walking	71	32.13%
Bicycling	70	31.67%
Hiking	65	29.41%
Unstructured Play	60	27.15%
Wildlife Viewing	52	23.53%
Swimming	37	16.74%
Jogging/Running	35	15.84%
Fishing	35	15.84%
Baseball/Softball	32	14.48%
Camping	30	13.57%
Soccer	25	11.31%
Kayaking/Canoeing	22	9.95%
Boating (lake access)	18	8.14%
Basketball	12	5.43%
Tennis	12	5.43%
Football	10	4.52%
Martial Arts/Tai Chi/Yoga	4	1.81%
Skating/Skateboarding	4	1.81%
NA	2	0.90%
Answered	**221**	
Skipped	**11**	
Comments	**34**	

Q5: Following is a list of outdoor activities. For each please identify whether the activity is something you always, often, sometimes, or never do.

Answer Options	Always	Often	Sometimes	Never Do	Response Count
Walking	106	78	37	2	223
Hiking	28	52	90	34	204
Taking a Child to a playground	42	58	69	37	206
Exercising your dog at a park	22	26	36	115	199
Bicycling	35	52	65	49	201
Picnicking	16	48	118	22	204
Play or watch baseball/softball	17	35	70	73	195
Play or watch soccer	11	22	37	121	191
Skateboarding	0	6	10	166	182
Answered					**225**
Skipped					**7**
Comments					**19**

Q6: Identify the five most frequent type of public park facilities or amenities that you have used during the last 12 months:

Answer Options	Response Count	Response Percent
Beach Area	113	51.36%
Bike/ Pedestrian Paths	101	45.91%
Playgrounds	97	44.09%
Picnic Areas	96	43.64%
Hiking Trails	86	39.09%
Open Space	62	28.18%
Areas for Unstructured Play	56	25.45%
Sports Fields (Baseball. Softball, Football, Soccer)	52	23.64%
Wildlife Viewing Areas	51	23.18%
Dog Parks	46	20.91%
Splash Pad	36	16.36%
Disc Golf	30	13.64%
Campgrounds	25	11.36%
Boat Ramps	22	10.00%
Fishing Access Points	20	9.09%
Tennis Courts	17	7.73%
Kayaking Access Points	15	6.82%
Swimming Pools	10	4.55%
Basketball Courts	10	4.55%
Skate Park	9	4.09%
Martial Arts/Tai Chi/Yoga	4	1.82%
NA	2	0.91%
Answered	**220**	
Skipped	**12**	
Comments	**13**	

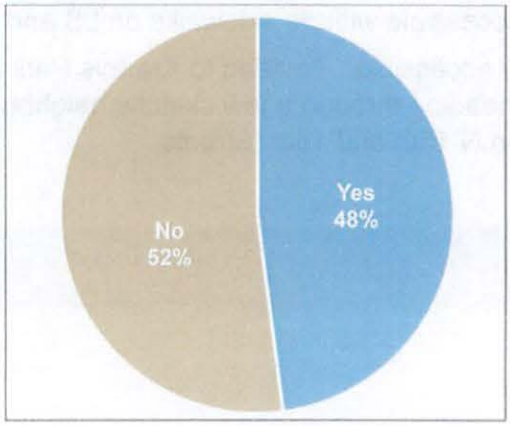
Q7: Choose the statement that best describes the variety of parks and open spaces currently available within City limits.

Answer Options	Response Count	Response Percent
City has an excellent mixture of neighborhood and community parks and open spaces serving the community.	68	31.05%
City has a good mixture of neighborhood and community parks but has some needs.	115	52.51%
City needs to address the variety of neighborhood and community parks and open spaces serving the community.	31	14.16%
City has poor mixture of neighborhood and community parks and open spaces serving the community.	5	2.28%
Answered	**219**	
Skipped	**13**	
Comments	**26**	

Q8: Identify the three most important public park facilities or amenities that you think Sheboygan needs or needs more of:

Answer Options	Response Count	Response Percent
Swimming Pools	63	29.44%
Lighting	61	28.50%
Bike/ Pedestrian Paths	58	27.10%
Playgrounds	42	19.63%
Landscaping	39	18.22%
Hiking Trails	36	16.82%
Dog Parks	36	16.82%
Picnic Areas	31	14.49%
Wildlife Viewing Areas	27	12.62%
Splash Pad	22	10.28%
Areas for Unstructured Play	20	9.35%
Campgrounds	20	9.35%
Sports Fields (Baseball. Softball, Football, Soccer)	20	9.35%
Open Space	18	8.41%
Beach Area	17	7.94%
Kayaking Access Points	17	7.94%
Fishing Access Points	15	7.01%
Tennis Courts	12	5.61%
Skate Park	11	5.41%
Volleyball Courts	9	4.21%
Disc Golf	8	3.74%
Boat Ramps	6	2.80%
Basketball Courts	6	2.80%
Martial Arts/Tai Chi/Yoga	2	0.93%
Answered	**214**	
Skipped	**18**	
Comments	**24**	

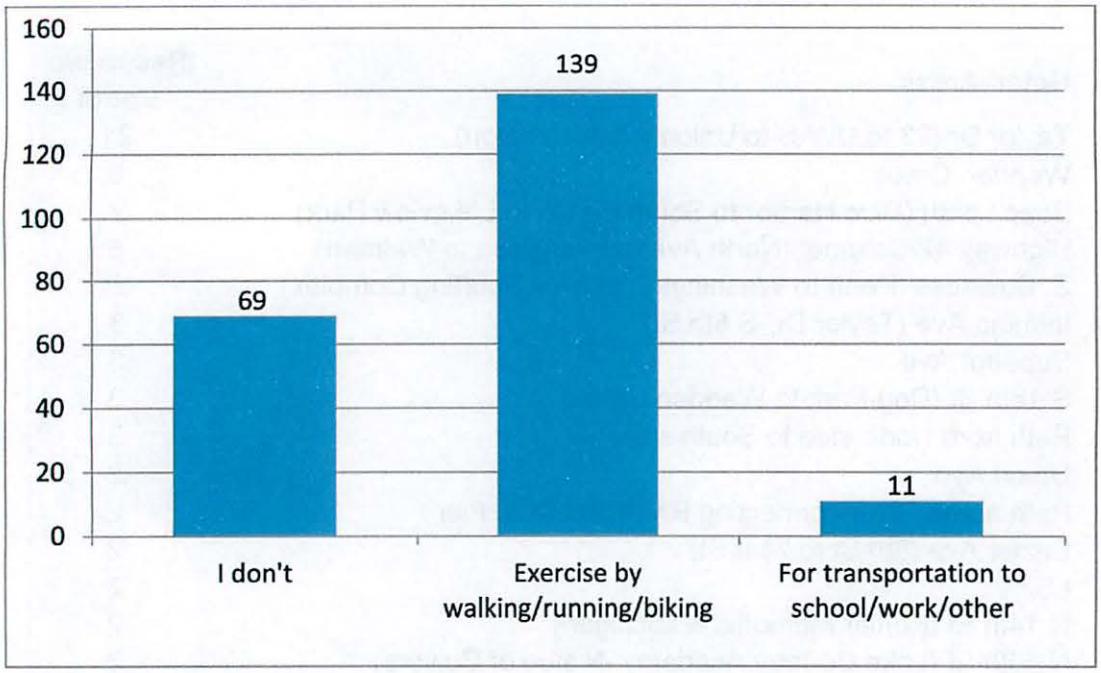
Q9: Would you like to see more small parks (pocket parks) dispersed throughout the City's residential neighborhoods?



Q10: If you live in the City limits, do you have a park easily accessible to where you live? If not, what area of the City do you live in?

Out of the 150 survey takers that answered: 132 of them had a park in near vacinity to their homes, 16 did not and 2 stated it was not applicable.	
Below are the areas that were noted:	
1) 27th and Center. No public park space within walking distance. Erie Avenue has no sidewalks on south side of street. Sidewalk on north side of street is in very poor condition and narrower than current city specs.	
2) Sommer Drive -no playgrounds within walking distance.	
3) No. We live near Done Caans. The only park within good walking distance is the dog park. We use that, but there is no playground. The closest is optimist, which is pretty far.	
4) Far north side	
5) Not for grade school & up kids. Parkwood Blvd. area	
6) No, we live on the south. Sunnyside area	
7) We do not have a Park. Live at 15xx Michigan Ave	
8) No. Pineview Heights (North Field Drive)	
9) We live between Kohler Memorial and Superior Ave. Closest parks are all near busy roads. Near St. Nick	
10) Not that close, End Park is the nearest. We are on National Ave between 8th and 9th St.	
11) Southside	
12) North Flats Neighborhood	
13) No. Fairway Drive	
14) No. We are in Pine Bluff/ White Pine Ln. area. Closest "park" is Pigeon Rover School, and not easily accessible with no sidewalks on LS and on N 21st St.	
15) I wouldn't say easily accessible. To head to Kiwanis Park means crossing some pretty busy streets and heading through a few sketchy neighborhood blocks. We live on Superior Ave between N 15th and 16th Streets.	
16) Weeden Creek Rd	
Answered	**150**
Skipped	**82**

Q11: How do you use the Bike/Pedestrian Paths in Sheboygan?



Q12: Is there an area within the City that needs a trail or sidewalk to make pedestrian travel easier and safer?

Noted Areas	Response Count
Taylor Dr (23 to UW-S to Union to Washington)	21
Weeden Creek	9
Beach path (Blue Harbor to South Beach to Lakeview Park)	7
Highway 42/Calumet (North Ave to Evergreen to Walmart)	5
S. Business (Penn to Washington to New Sporting Complex)	5
Indiana Ave (Taylor Dr -S 8th St)	3
Superior Ave	3
S 18th St (Dog Park to Weeden Creek)	3
Path from North side to South side	3
Union Ave	2
Path across river connecting Riverfront to S. Pier	2
Eisner Ave (8th St to 21st St)	2
LS	2
N 14th St (Kohler Memorial & Michigan)	2
N 40th St (Lake Country Academy -N side of Culvers)	2
All of them	2
Erie Ave	1
Mill Rd to 21st to Eisner	1
Washington St (S 18th to S Business Dr)	1
Wilgus	1
Path on South side of City	1
Path along Sheboygan River to Falls	1
Path to Oostburg	1
Plank Rd Trail to Lakefront	1
Path with few major crossings and with water view	1
N 15th St (Piggly Wiggly area)	1
S 12th St (Carmen Ave to Weeden Creek)	1
Everywhere	1
NA	25
Yes but I can recall at this time	3

Noted Repairs
N 6th Street sidewalks between Niagara & Superior
Union Ave sidewalks don't have ramps at crosswalks
Sidewalks throught the City need repair
Walkway steps from Swift Rd to Lakeshore Dr (rocks are loose)

Suggestions/Concerns
Parking lot at South side dog park
Broughton Dr Trail -Pedestrians only. Bikes go too fast
All streets should have sidewalks
Downtown -vehicles are not mindful/ patient of pedestrians or bikes
Sidewalks not shoveled -Washington Ave & S. Business Dr (Shopping Center) and Erie Ave/ Kohler Memorial Dr bridge and crosswalks

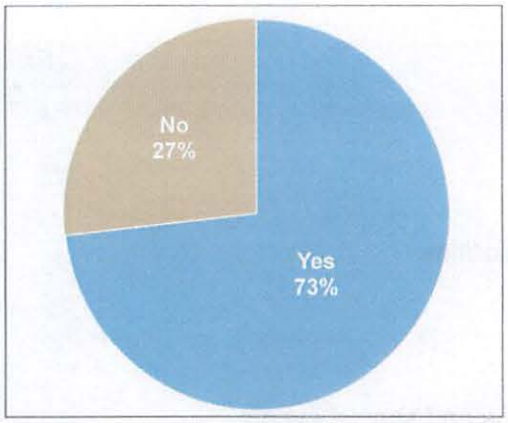
Q13: Identify all facilities or amenities you think are adequately available in Sheboygan:

Answer Options	Response Count	Response Percent
Beach Access	136	73.12%
Sports Fields (Baseball. Softball, Football, Soccer)	123	66.13%
Playgrounds	117	62.90%
Picnic Areas	113	60.75%
Boat Ramps	100	53.76%
Areas for Unstructured Play	98	52.69%
Basketball Courts	84	45.16%
Fishing Access Points	83	44.62%
Tennis Courts	81	43.55%
Open Space	73	39.25%
Bike/ Pedestrian Paths	71	38.17%
Wildlife Viewing Areas	55	29.57%
Hiking Trails	52	27.96%
Volleyball Courts	46	24.73%
Campgrounds	26	13.98%
Swimming Pools	13	6.99%
Answered	**186**	
Skipped	**46**	
Comments	**15**	

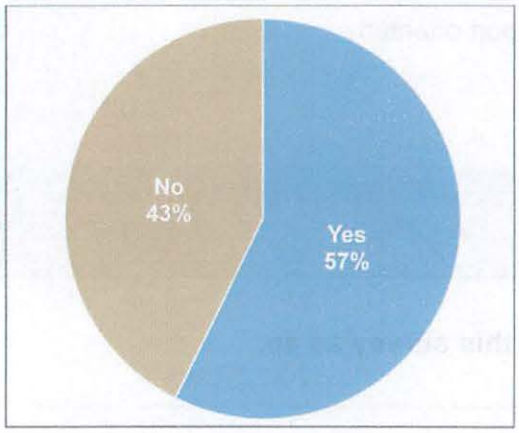
Q14: Do you believe it is very important, somewhat important, somewhat unimportant or very unimportant for the City to undertake the following tasks over the next few years?

Answer Options	Very Important	Somewhat Important	Somewhat Unimportant	Very Unimportant	Response Count
Acquire land for parks/ recreational facilities	54	90	51	16	211
Acquire land to protect open space and natural resources	92	74	33	12	211
Increase resources for park maintanance	95	91	26	1	213
Increase education about parks & open space to young people	72	95	35	10	212
Increase parks and open space volunteer opportunities	65	104	35	5	210
Diverse recreational options for all ages and abilitiy levels	105	80	19	5	209
Improve public access and parking to parks and rec facilities	63	88	51	6	208
Provide more multi-use trail networks throughout the city	89	71	39	11	210
Answered					**214**
Skipped					**18**

Q15: Do you feel safe in the City of Sheboygan's Parks?



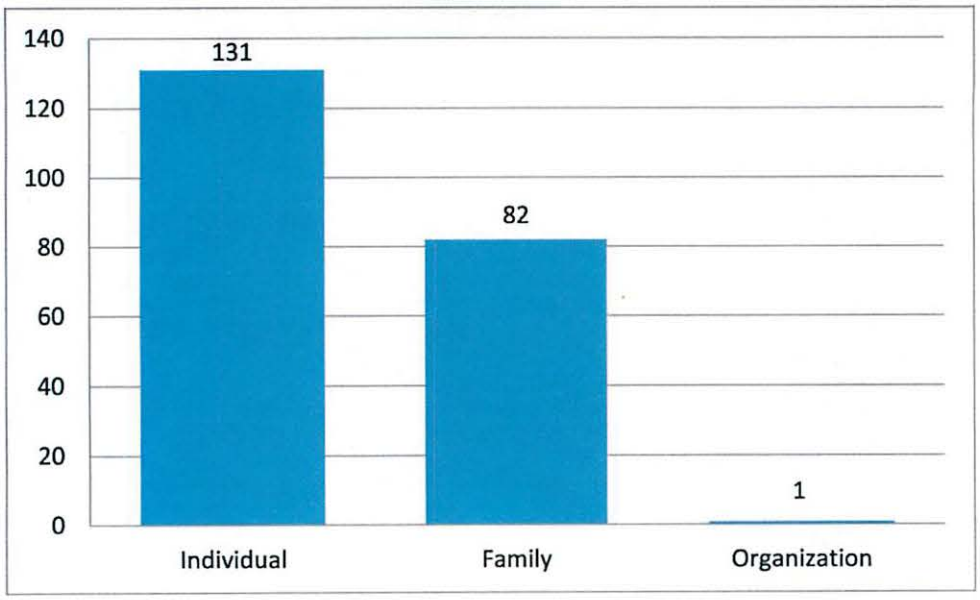
Q16: Do you feel that the City does a good job of informing the public about our parks and their rules?



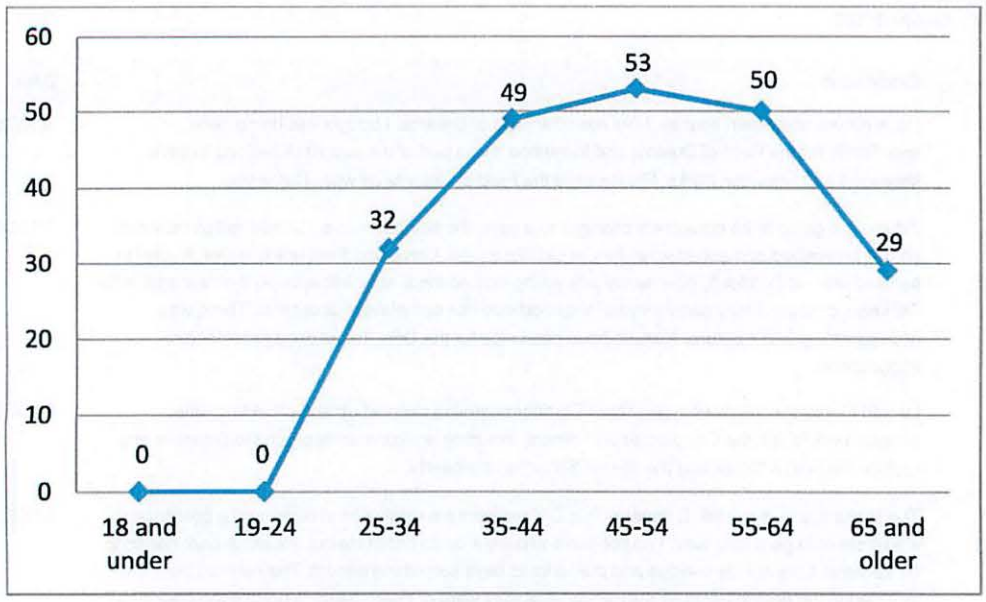
Q17: What changes, if any, would you and members of you households like to see in Sheboygan's Parks? *Check all that apply.*

Answer Options	Response Count	Response Percent
Improve lighting	108	50.94%
Improve maintenance	100	47.17%
Improve existing park facilities	99	46.70%
More trails/ paths	84	39.62%
Improve landscaping	74	34.91%
Improve or add programs and special events	67	31.60%
Improve public safety	64	30.19%
Address dog owner's needs	58	27.36%
More passive facilities -relaxation oriented	50	23.58%
Improve dog control	44	27.75%
More active facilities -sport oriented	32	15.09*%
Improve access	20	9.43%
No change needed	12	5.66%
Answered	**212**	
Skipped	**20**	
Comments	**36**	

Q18: Are you filling out this survey as an:



Q19: Age of individual completing the survey:



Q20 Additional Comments

Answered: 49 Skipped: 183

#	Responses	Date
1	I love nature and green spaces. I live near the Field of Dreams. I bought this home here specifically for the Field of Dreams and Maywood. I was part of the successful efforts to save Maywood and Sheridan Parks. Please save the Field of Dreams as well. Thank you.	3/10/2015 11:28 PM
2	If there are going to be equipment changes to a park, the neighbors in a 1/2 mile radius (at least) should be notified and asked what they would like to see. Cleveland Park is a disaster. It used to be filled with kids under 5, now hardly any young kids go there at all because all the new stuff is for 7/8 years or older. Many people in the neighborhood has complained about this. There was nothing wrong with it before. It would have been nice for the Dept. to get our opinion and/or suggestions.	3/10/2015 9:34 PM
3	I would like to see the Sheboygan River Corridor shoreline cleaned up and provide greater access. I would like the City partner with others, including environmental groups to preserve and restore the Willow Creek and the former Schuchardt property.	3/10/2015 2:48 PM
4	The Parks are nice overall. It appears that City workers are rarely see in parks and a presence would seem to go a long way. I do not skate and my kids do not skate but the skate park needs to be updated. Lots of kids use this and they should have something decent. They should be included in the design because they know what they want or need. Need to update the basketball support structures so you can actually make a basket. Time to get rid of double rims, steel nets, massive supports, etc. Lots of people play Frisbee golf - keep those areas maintained. Street medians and sidewalks need to be maintained - weeds are not landscaping. There appears to be less of a focus on maintaining these highly visible areas that leave an impression on both citizens and visitors - impressions about Sheboygan. The fire pits at Deland are a good idea - maybe consider expanding on that at other beaches. The surfing and kite surfing are cool yet there appears to have been no consideration of what their needs may be. Those are opportunities to add certain amenities that will attract more people to this area for those recreational opportunities. Still think the City has a real opportunity to make the Sheboygan River area by S. Taylor Drive and Indiana Avenue more of an attraction or nice spot to hangout and take in the nature - fishing, kayaking, wildlife viewing, biking, etc. With the bike trail going on Taylor this seems like a real natural place for a nice trail head structure of some type. Need to take in consideration ice dams and flooding. Create a whitewater rapids area in the Sheboygan River for Kayakers (see Charles City, Iowa and Wausau, WI). This was created and is not natural. https://www.youtube.com/watch?v=O8OQcrshjcI https://www.youtube.com/watch? v=KzFT032P7-g The greenspace area south of the parking circle at the end of S. Pier Drive by Blue Harbor is a real opportunity. It is boring greenspace right now. Create a cool garden or landscape area with a gazebo. Maybe local landscapers could be given small areas or plots showing off their products and what they can do. Would be a great addition and a very natural spot for photography opportunities (weddings, activity, the lake, etc.). This space should be way better. It would be nice to see more art in the community. Partner with JMKAC and gets some nice artists pieces in the parks, street medians, etc. - similar to the successful chance you took with the artists drawings on public structures. Create a beer garden in the a park. Need to be creative in obtaining money and volunteers to help make some of these nice thoughts reality. Good luck!	3/5/2015 9:34 AM
5	all in all I think the city does a good job on our parks. I would like to see a few improvements in the south side dog park but I am just happy we got a decent place to run our dogs. I wish the people of this city would pick up after there dogs at this park. could we as citizens volenteer to do work in the dog park.	3/2/2015 9:23 PM

6	A summer vending snack with hamburgers and brats near North Side Beach would do well and bring more people out. The extensive city authorized graffiti on the North Side Beach bath house should be removed ASAP.....it is an eye sore and much better intended for an inner city neighborhood. The artists that created this "art" had no idea what type of place Sheboygan is....they had no clue what would work well on that special location....it is better suited for a near North Side Chicago Bathhouse. In Sheboygan, what works well is artistry that embraces nature....residents of Chicago that come to use our North Side Beach are met with this eyesore. The simple 2 color patterns on the top sidewalk area are reasonable, but the walls are truly graffiti. Please find a way to repair this ASAP before more graffiti is spun around town. The way to inspire higher ideals is not to lower ones' standards. This includes art.	2/27/2015 7:16 PM
7	I walk my dog daily, often on lakefront paths. During the winter, however, we tend to avoid the paths on the lakefront because the salt used on the trail is not pet safe, and invariably, salt will get in my dog's paw pads and cause him pain. It's just my opinion as one person, but I can imagine that other pet owners would appreciate the city using pet-safe salt on walking trails and sidewalks.	2/23/2015 12:26 PM
8	Allowing the corporate giant, Aurora the ability to dictate how our land is being used will be taking away a nearby park as well as the natural beauty of the proposed location. As the old song goes: They paved paradise and put up a parking lot.	2/21/2015 6:01 PM
9	It would be nice to have an outdoor pool in the community.	2/21/2015 4:21 PM
10	I would like to see more Trash cans along the bike trail in the city. The parks cleaner. Lakeview park beach is unsafe for pets and family. It's so full of trash all the time. More police presence at the parks or just more officers on our streets in general!	2/21/2015 3:55 PM
11	Sheboygan is in a beautify area, with the lake to the east and ample open farmland surrounding to the north, west and south. We could (and should) be a haven for wildlife as well as human life.	2/21/2015 3:04 PM
12	I like the splash pads and parks, I think the city does a nice job with that.	2/21/2015 2:53 PM
13	Sheboygan has a lot of really nice parks, but I have noticed the grass doesn't get cut as often and upkeep seems to be lagging. I realize there have been budget cuts and we have had to cut back, but I hate to see the parks get any less attention than they do now.	2/19/2015 7:29 PM
14	Great idea doing the survey.	2/19/2015 2:27 PM
15	I hope you really listen to the people on this survey. We don't need 'new' parks - but give us better facilities at the parks we do have - AND KEEP THE PARKS YOU HAVE!!!!	2/19/2015 12:29 PM
16	The bike paths painted on the roads seem pointless and unsafe. It would be nice to have true bike/pedestrian paths for access around city. Just ideas —I think Sheboygan does a great job with its parks	2/19/2015 11:54 AM
17	I would love to see a public swimming facility in Sheboygan. The lake is too cold for small children, splash pads are boring for older kids, and there really isn't much else to do around here.	2/19/2015 9:44 AM
18	I do not get to many of the parks, but I have noticed that our small local park is geared more for school aged children and, except for some toddler swings, the equipment is awfully difficult for litter children to navigate. As equipment gets replaced or additions are made I would like to see a wider age group targeted.	2/19/2015 8:37 AM
19	DONOT SELL FIELD OF DREAMS. Aurora has enough money to build anywhere. Stop taking away our already beautiful green space for big business. Don't build anymore retail space until you fill what is already built. We want peace and calm that is better for our health than another business complex on our green spaces.	2/19/2015 7:48 AM

20	I would also like to add that I totally think the new field of dreams, aurora issue is a wonderful idea and opportunity for the city youth, not only for newer facilitys but as well as a decent football field area for the kids. I have had boys in the youth football program and the conditions at Kiwanis are not ideal for the program. Also, I live very close to the field of dreams, and while I do enjoy watching the little kids play, the parking and such is not ideal. I use geele ave on a daily basis, and w/people parking in the crosswalks, parking in the 'do not park til corner" areas, this area is just an accident waiting to happen. People continually do u turns and there are constantly kids running out between cars w/no parental supervision on geele ave. It amazes me that there has never been any serious accident at that area. I think the city would be smart to move it to a more secure safe area for all involved, especially the kids	2/19/2015 7:02 AM
21	We have some great parks that just need to be revitalized. Some new sand in the sand boxes, fresh wood chips and too bad there isn't a way to heat up the water at the splash pad a little with a solar panel or something to keep the cost down. (It can be a bit too cold for toddlers).	2/18/2015 10:32 PM
22	Using the Schucardt Farm land as a park or conservancy should be a priority for the city! This is a gem that should not be developed.	2/18/2015 3:43 PM
23	The park on Eisner and 8th street could use some work for a playground	2/18/2015 2:37 PM
24	Sheboygan has a wonderful park system for the enjoyment of all ages. The parks and recreational space have been created for that reason and hopefully not for commercial development such as medical facilities. I have lived in Sheboygan for 60 years and have seen many improvements and would like to see green space within the City remain for future generations to enjoy.	2/18/2015 1:17 PM
25	Can we do something to use the parks more in the winter? What happened to skating rinks at the parks? check out the parks in Sheboygan Falls. They are great. I leave sheboygan and take my son there a lot in the summer.	2/18/2015 1:05 PM
26	Overall, I am very pleased with the park facilities available in Sheboygan. I am however unhappy with the park in my own neighborhood because of past experiences.	2/18/2015 12:05 PM
27	The City of Sheboygan needs be more creative in how they acquire funds for supporting our parks. Government funding is drying up, so maybe we need to seek sponsorship from businesses to beautify the park system. Ideas: Creating attractions in the smaller parks, like a public rose garden (corp. sponsorship) or hosta garden or art in the park by eastern WI artists. Maybe even expand Brat Days to some of the smaller parks like it was way back when. How about car shows? Display cars in multiple parks, so folks have to travel around the city and experience something different. Many clubs look for service projects to do. Have some of the clubs adopt the parks to help beautify and do a little extra maintenance that the city doesn't have time to do. What about the garden clubs and master gardener students?	2/18/2015 11:08 AM
28	Always loved skate rinks back in Minnesota and I've seen some really nice ones around the main city square up in Wausau.	2/18/2015 10:55 AM
29	Would like to see improved baseball facilities on the south side	2/18/2015 6:27 AM
30	The playground areas are also lacking in adequate amounts of cushion/safety materials.	2/17/2015 10:40 PM
31	Thank you for providing us with this opportunity. We hope that our voices will be heard and that money will be budgeted for the improvement of the parks system	2/17/2015 9:56 PM
32	Sheboygan needs a fenced in dog run on the north side of town. I respect the leash laws and would love a place to take my dog where he can run free that is not all the way across town.	2/17/2015 9:09 PM
33	I am amazed the the quality of our parks with the small budget available to that Department.	2/17/2015 8:36 PM
34	Keep the Field of Dreams	2/17/2015 8:31 PM
35	I love Sheboygan and I love to spend time outside during all seasons. If I could pick only one thing to improve it would be the roads - it has gotten to the point where I feel I have to put my good bike on the back of the car and drive to a trail-head in order to ride my bike. I know that this is probably out of your control, but please pass the word along. Thanks!	2/17/2015 8:02 PM

36	None	2/17/2015 8:01 PM
37	The parking by End park could be addressed. If you are a resident coming out of the alley onto Los Angeles, it is hard to navigate b/c people park on both sides of it & in front of the alley exit on the south of it. So if you're coming out of the alley, there is a car in front of you, to the right & left of you & you have to squeeze through praying you don't hit anyone. It would be nice to have "No Parking" on one side or by our alley between Elizabeth & 12th. In the winter it's even worse b/c of the snow taking up space on the roads. It is also hard to see kids when it's heavily parked. Safety is a concern.	2/17/2015 7:37 PM
38	I'm betting this survey is being taken in order to justify the purchase of ten (10) new light bulbs for Vollrath park, then the city fathers can thump their chests and proclaim "See..we improved the parks!". Stop wasting time and money with silly surveys and use common sense, cut/trim the lawns and bushes, replace/repair lighting and fixtures as needed. This cities public area's are beginning to look like it's owned by an out of town slumlord...and you all wonder why we cannot get people to visit or companies to locate here.	2/17/2015 6:57 PM
39	PLEASE KEEP FOOD TRUCKS AWAY FROM OUR RESIDENCES AWAY FROM PARKS WITH PICNIC TABLES AND FRYER GRATES.....KEEP OUR PARKS QUIET AND PEACEFUL.....PLEASE	2/17/2015 6:39 PM
40	Thank you for asking the Sheboygan citizens for our opinions.	2/17/2015 6:21 PM
41	Like all the parks. although I don't use all of them due to physical limiitations, I do believe we need to get more young people out and about playing in parks. Keep them healthy and ou of trouble	2/17/2015 5:24 PM
42	Optomist Park needs more improvements. The playground area should be expanded as this is the only park in the area. Also, a public swimming pool somewhere in the city would be a great addition. The splash pad on water street is nice but too small	2/17/2015 5:13 PM
43	Thank you for your hard work. Sheboygan is a nice city to live in and raise young children.	2/17/2015 2:30 PM
44	With recent cutbacks in funding for Municipalities it is evident in the quality of care and attention to detail that CANNOT be given to the Parks and Boulevards and Tree Trimming.	2/17/2015 8:52 AM
45	The Field of Dreams is a space that is always accessible to the public. It would be wrong to allow medical buildings to be built on this space. The fancy new sports complex will not have the same level of public access if it is to be controlled by the select soccer and football clubs.	2/17/2015 5:13 AM
46	Save the Fieldof Dreams	2/17/2015 1:40 AM
47	Save the Field of Dreams for future generations!	2/16/2015 11:27 PM
48	Has anyone noticed the condition of Sheboygan's STREETS?? Whatever money you plan on spending on the parks would be better spent fixing any of the streets!	2/16/2015 6:40 PM
49	Thank you for taking the time to ask about our parks!	2/16/2015 6:14 PM

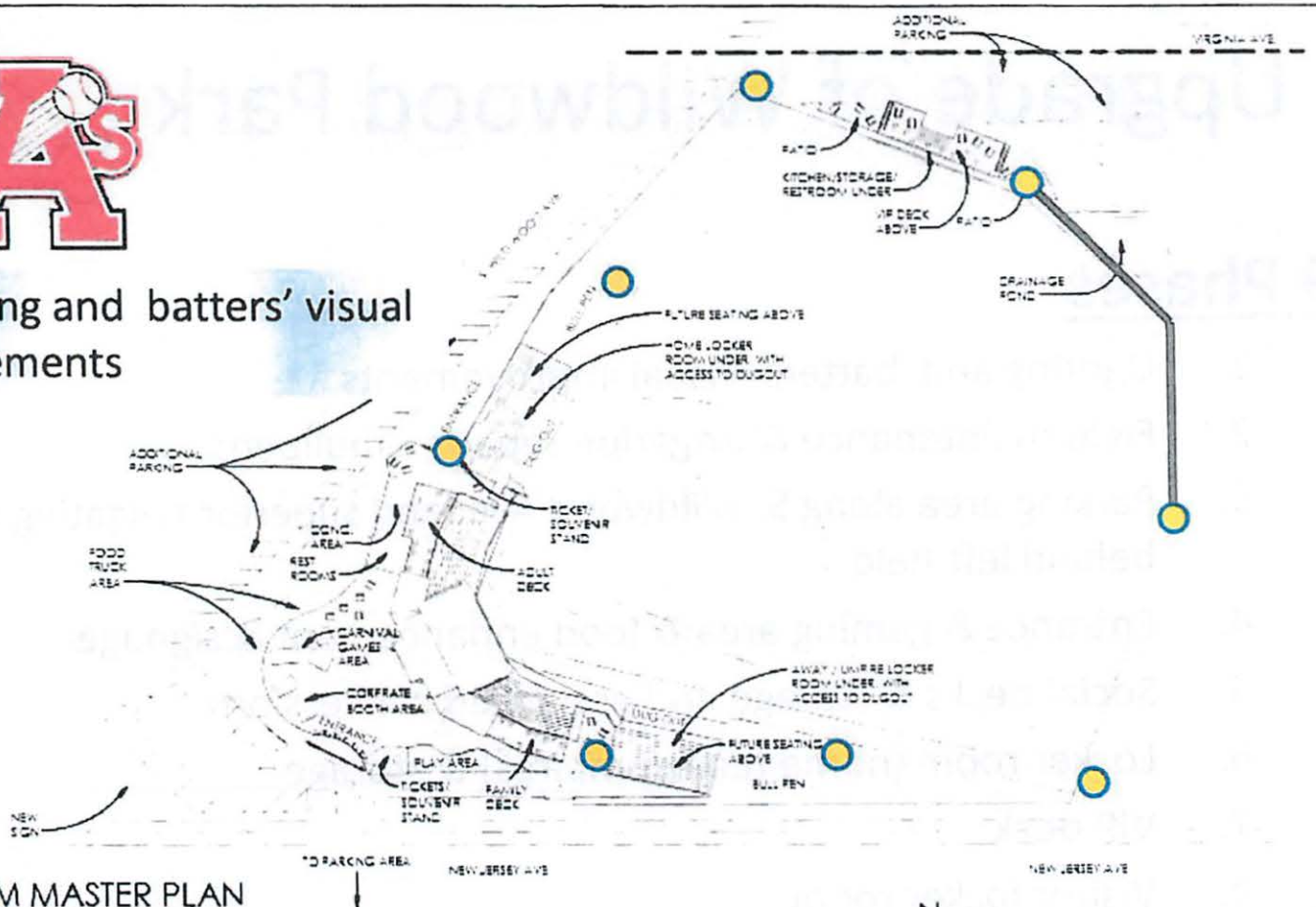
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Upgrade of Wildwood Park

9 Phases

1. Lighting and batters' visual improvements
2. Field maintenance & irrigation repairs & bullpens
3. Parking area along S. Wildwood Ave. and superior tailgating area behind left field
4. Entrance & gaming area & food enhancement & signage
5. Social decks & storage and enhanced concessions
6. Locker room (home team/umpires) & storage
7. VIP deck
8. Visitor locker room
9. FUTURE: Artificial turf; infield and then outfield.

1. Lighting and batters' visual improvements



1/14/2016

LONG TERM MASTER PLAN

WILDWOOD PARK

2275 New Jersey Ave, Sheboygan, WI 53081

PROJ. NO. 2015-79

SITE PLAN

SCALE: 1" = 60'-0"

N W E S

ABACUS



RETTLER corporation
3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482
PROJECT #: 14.072
DATE: 12-16-2014

SHEBOYGAN BUTZEN RECREATION CAMPUS
PREFERRED CONCEPT ~ 430 SPACES

City of Sheboygan
spirit on the lake

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0 0.04 0.08 0.16 Miles

N

Schuchardt Property
Proposed Trail System

- Proposed Trail with Trail Signage
- Potential Bridge Locations
- Potential Parking Area & Trail Head
- Potential Fishing Areas
- Area of Limestone Screenings - approx. 1,380 ft.
- Conservation Area - approx. 132.6 acres



Possible Trail Sign



Possible Bridge Design

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VII

R. C. No. ____ - 15 - 16. By FINANCE. April 18, 2016.

Your Committee to whom was referred R. O. No. 322-15-16 by the Director of Planning and Development submitting a communication from Chad Pelishek on behalf of the City, Sheboygan County Economic Development Corporation and Sheboygan Squared, requesting the use of one of the City's free Blue Harbor Conference Center days to host a reception as part of the Developer's/Retail Summit on August 8, 2016; recommends accepting and filing the documents and approve the request.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 322 15 - 16. By DIR. OF PLANNING & DEVELOPMENT. April 6, 2016.

Submitting a communication from Mr. Chad Pelishek, Director of Planning and Development, on behalf of the City of Sheboygan, Sheboygan County Economic Development Corporation and Sheboygan Squared, requesting the use of one of the City's free Blue Harbor Conference Center days to host a reception as part of the Developer's/Retail Summit on August 8, 2016.

Finance approve

DIR. OF PLANNING & DEV

IX

R. C. No. ___ - 15 - 16. By FINANCE. April 18, 2016.

Your Committee to whom was referred Gen. Ord. No. 54-15-16 by Alderperson Hammond amending Section 2-3 of the Municipal Code relating to petty cash funds; recommends that the Ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.1

Gen. Ord. No. 54 - 15 - 16. By Alderperson Hammond. April 6, 2016.

AN ORDIANCE amending Section 2-3 of the Municipal Code relating to petty cash funds.

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

Section 1. Section 2-3 of the Municipal Code entitled, "Petty Cash Funds", is hereby amended in Subsection (a) to read as follows:

Section 2-3

(a) Petty cash funds for small or emergency expenditures shall be established in the following departments in the indicated amounts:

Library Board	$434
Building Inspection	$150
Fire Department	$50
Police Department	$525
Municipal Court	$100
Sheboygan Transit	$500
City Clerk	$100

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.

Finance approve

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. April 18, 2016.

Your Committee to whom was referred R. O. No. 325-15-16 by the Chief of Police submitting the Sheboygan Police Department's Annual Report for 2015; recommends that the documents be accepted and placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 325 - 15 - 16. By CHIEF OF POLICE. April 6, 2016.

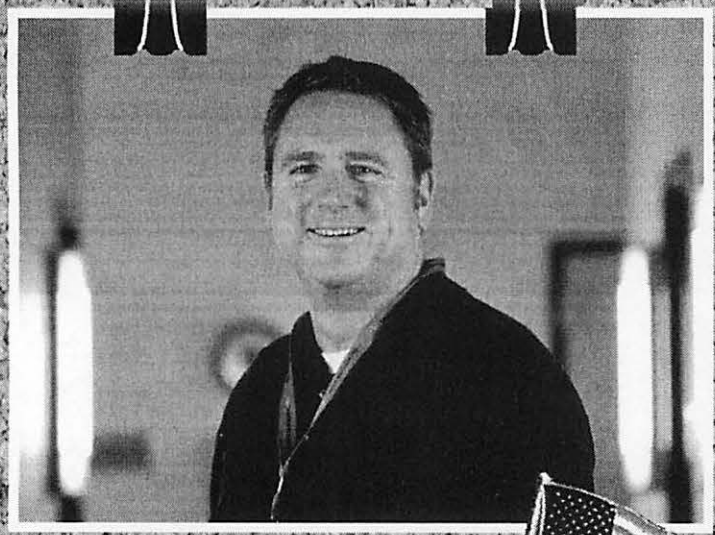
Submitting the Sheboygan Police Department's Annual Report for 2015.

PP&S.
Acc. file

Christopher Domagalski







OUR VISION: To be the safest community in America.

OUR MISSION is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.

Christopher Domagalski
CHIEF OF POLICE
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

SPD ANNUAL REPORT 2015

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Sheboygan
Police Department

VALUES

PROFESSIONALISM

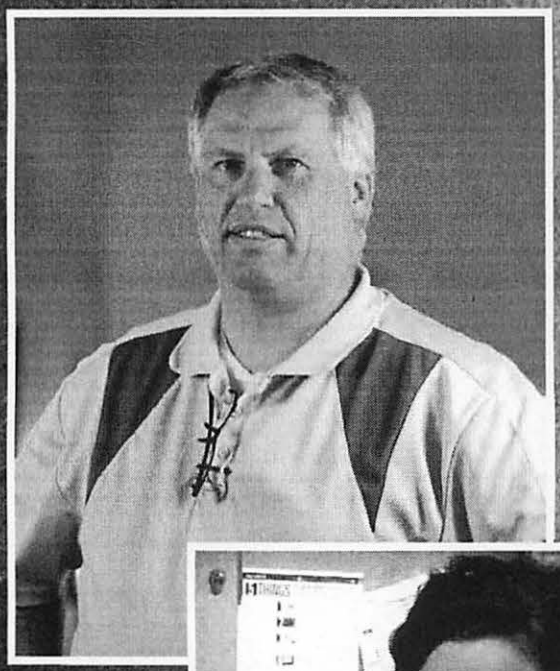
ACCOUNTABILITY

LEADERSHIP

COMPETENCE

TEAMWORK

INTEGRITY





SHEBOYGAN POLICE



The Sheboygan Common Council, City Clerk, City Attorney and Mayor Michael Vandersteen

A Message from the Mayor

The protection of our residents is a top priority for the police officers that serve under the leadership of Police Chief Christopher Domagalski. The Mayor's Office and the Sheboygan City Council support the efforts of the Police Department to keep Sheboygan safe and secure.

For the past few years the City of Sheboygan has worked closely with Sheboygan County to combine our separate Dispatch centers for Police, Sheriff, Fire and EMS calls. The first step was to agree on computer aided dispatch software, which allowed easy integration of records across all county law enforcement agencies. Next the two municipalities entered into an intergovernmental agreement for combined dispatch at the Sheriff's Department. Some of the steps that followed were to cross train dispatch employees, consolidate operational procedures and policies, construction of the new dispatch office, purchase of new equipment at the Sheriff's Department, and transfer of Police dispatch employees to the Sheriff's staff.

The final step set for this year includes the installation of a new digital radio system by Sheboygan County. Upon completion, the new combined dispatch center will become operational.

A combined dispatch center at the Sheriff's Department is in the best interest of the public. It will eliminate the time lag to transfer all 911 cell phone calls from the Sheriff's dispatch to the Police dispatch, create long term efficiencies with a single direction, common dispatch protocols, training and objectives. Under the countywide dispatch every resident will get the same level of service and the cost will be allocated countywide.

The new equipment upgrades and cooperation with other law enforcement agencies by the Sheboygan Police Department will keep Sheboygan one of the safest cities of its size in the United States.

Best Regards,

Mike Vandersteen, Mayor

Police & Fire Commission 2015-2016



Commissioner Larry Samet
Secretary Andrew Hopp
President Robert Lettre, Sr.
Commissioner Jeanne Kliejunas
Commissioner Henry Jung

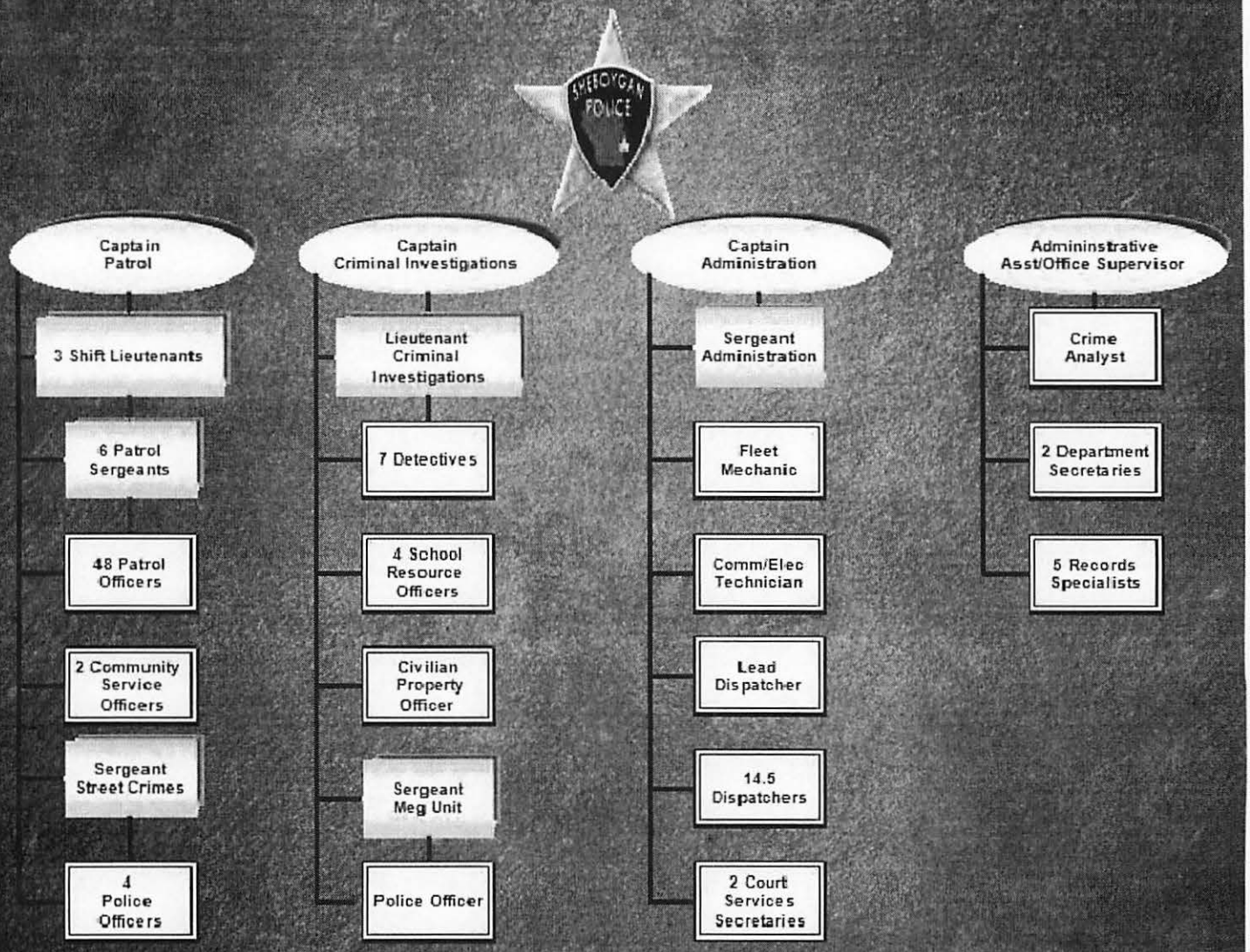
2014-2015 Alderpersons

City of Sheboygan
spirit on the lake.

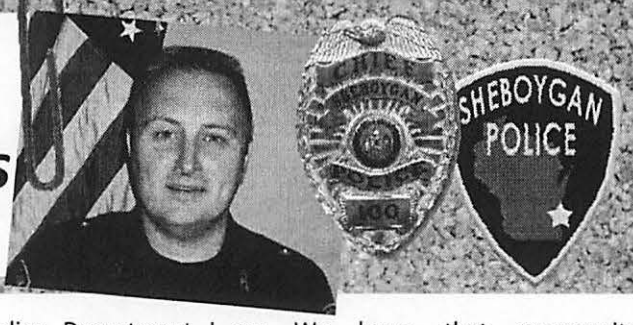
District	Wards	Alderperson	Address	Phone
1	1-3	Todd Wolf	523 Columbus Ave.	226-1698
		John Belanger	2622 N. 3rd St.	946-2738
2	4-9	Roman Draughon	1702 Alexander Ct.	698-0429
		Jodi Vander Weele	2110 Martin Ave.	980-5400
3	10-12	Darryl Carlson	917 Bluff Ave.	452-3196
		Mike Damrow	1955 N. 4th Str.	918-2115
4	13-15	Job Hou-seye	715 N. 14th St.	918-9475
		Mary Lynne Donohue	418 St. Clair Ave.	458-1027
5	16-18	Billy Thiel	1703 N. 37th St.	918-0033
		Julie Kath	1730 N. 35th St.	458-0775
6	19-21	Mark Hermann	1441 Parkview Ter.	452-3297
		Bryan Bitters	911 Georgia Ave.	452-5195
7	22 & 23	Don Hammond	4819 Ferndale Ct.	451-8992
		Susan Lessard	5016 Moenning Rd.	458-5662
8	24-26	Joseph Heidemann	4819 S. 12th St.	254-4203
		Jim Bohren	1526 Knoll Crest Dr.	452-1777

Chief Administrative Officer James Amodeo 459-3315

Sheboygan Police Department
Table of Organization



Chief Domagalski's Message



On behalf of the Sheboygan Police Department I am pleased to share with you the 2015 annual report. We take great pride in having the privilege to serve and work with the residents of the City of Sheboygan. We our honored that you have placed your trust in us and we are thankful for the many relationships we have established or enhanced across the city. We have accomplished much this past year and we realize that we would not have been able to do this without your active collaboration, partnership, participation, and support.

One of our goals is to pursue excellence and seek constant improvement. Aristotle once said, "Excellence is never an accident. It is always the result of high attention, sincere effort, and intelligent execution..." During the past year I have seen this mindset daily in the work of the members of the Sheboygan Police Department and I am grateful for their efforts. The challenges we continue to face require a flexible and adaptable approach. We have come to understand that our role goes beyond the slogan "to serve and protect". The role of the Police goes beyond service delivery. Government at the local level has a deeper purpose to help establish and maintain agreements on how we are going to live together. One of our key roles is to provide mechanisms to mediate differences among citizens. Over the years as more and more services have been taken on by government, we have largely lost sight of this. The Police are only one of many deliverers of services, both profit-seeking and nonprofit. The Police's responsibility is not simply as a service deliverer, but also as a convener, facilitator and clarifier.

Therefore, we have focused our efforts on our role in building community and bringing people together. In the past a great neighborhood was one in which everyone knew each other. Social connectivity has been diminishing over time, especially in our most challenged neighborhoods. One of our roles is to help rebuild and foster that connectivity. Because as residents get to know each other they become more invested in their neighborhood and identify with that unique place.

We know that community problems arise when neighborhood problems escalate to the city-government level rather than citizens talking with each other and working out problems and issues among themselves. One of our greatest roles is in creating a sense of trust among neighbors, because a city cannot be all things to all people. Citizens need to come together and take some responsibility to work with each other. We have assisted our community by strengthening relationships not only between residents and the police department, but also among the residents themselves. In doing so we are not trying to shirk our responsibility for delivering services, rather we are trying to remind and educate our citizens that successful government is not like a vending machine that you simply put money in and take services out, rather it is like a potluck dinner where everyone contributes something to the meal and it is better not only because it costs less but also because everyone is bringing something to the table. If you have not done so already please consider coming to a neighborhood meeting or becoming involved in a neighborhood association.

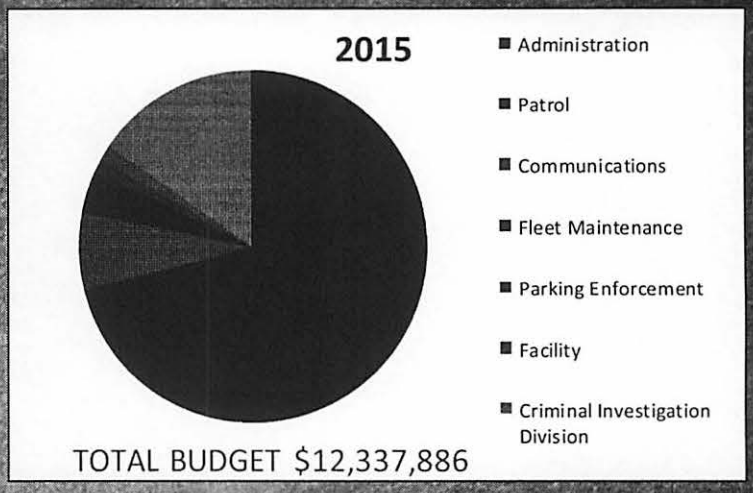
During 2015 we continued to work with our partners in both the public and private sectors to work towards solutions to the problems we encounter most including: mental health, substance abuse, domestic violence and sexual assault. It takes active, involved community members collaborating with the police and volunteers to build and maintain a safe community. By working together the numbers of burglaries and thefts have decreased to levels not seen in more than 30 years.

My thanks to the many citizens who have worked with us and supported us this past year. I also offer my thanks to the Mayor, City Administrator, Common Council and the Police and Fire Commission for their support and guidance.

Sincerely,

Chief Christopher Domagalski

2015 Budget	
Administration	1,975,476
Patrol	6,793,015
Communications	868,339
Fleet Maintenance	482,901
Parking Enforcement	153,278
Facility	167,250
Criminal Investigation Division	1,897,627
Total Budget	12,337,886



Internal Investigations

Eighteen (18) internal investigations were conducted in 2015. Of those investigations, fourteen (14) were initiated by the Department, and four (4) were citizen complaints.

2015 INTERNAL INVESTIGATIONS

INVESTIGAVE FINDINGS	#
SUSTAINED	10
NOT SUSTAINED	2
UNFOUNDED	1
EXONERATED	1

2015 CITIZEN COMPLAINTS

INVESTIGAVE FINDINGS	#
SUSTAINED	1
NOT SUSTAINED	0
UNFOUNDED	0
EXONERATED	2
WITHDRAWN	1

*** Sustained = The allegation is supported by sufficient proof.
Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
Unfounded = The allegation is false or otherwise not based on valid facts.
Exonerated = The incident that occurred or was complained against was lawful and proper.

2015 Use of Force	
Display Firearm	62
Impact Weapon (Baton)	1
Display Electronic Control Device	29
Deploy Electronic Control Device	19
Deploy Oleoresin Capsicum Spray	1
Employ Active Counter Measures	12
Apply Hobble Device	2
Deploy Specialty Impact Munitions	1

2015 Sheboygan Police Department Accomplishments

- ✓ Deployed an interactive crime mapping tool to raise awareness, increase transparency and provide the public with greater access to information regarding crime in their neighborhood.
- ✓ Updated squad computers.
- ✓ Updated interview room audio/video system.
- ✓ Initiated a body camera pilot project program to evaluate available options, manage risk and identify deficiencies prior to future system purchase.
- ✓ Transitioned parking ticket data and payment into MUNIS application.
- ✓ Updated Police Department website for usability on mobile devices.
- ✓ Provided training to an additional 8 department members in Leadership in Policing (LPO) course.
- ✓ Provided Crisis Intervention Training (CIT) to all sworn members of the department.
- ✓ Graduated a department supervisor from the Southern Police Institute's Administrative Officers Course.
- ✓ Selected by the International Association of Chiefs of Police and the National Highway Traffic Safety Administration to participate in pilot program to enhance the Drive to Save Lives Campaign.
- ✓ Continued crime reduction trend, achieving new lows in burglaries and thefts.
- ✓ Developed warm zone training with Fire Department for implementation in 2016.
- ✓ Worked collaboratively with partners to maintain a prescription drug collection box and drop off events.
- ✓ Participated in over 100 community outreach activities including 17 neighborhood meetings.
- ✓ Introduced Coffee with a cop as an outreach tool to build relationships and increase trust.
- ✓ Issued Individual First Aid Kits to all Patrol Officers and provided training on their use.
- ✓ Created and implemented "Sheboygan Safe Stay" program to increase communication & safety in & around Hotels.

2016 Sheboygan Police Department Goals

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Identify Prolific Offenders and work with Probation and Parole, Prosecutors and the Courts to connect them with support services and/or develop criminal cases for prosecution.
Continue involvement in Sheboygan County Criminal Justice Advisory Committee and activities that support the development of a treatment court.
Effectively apply Compstat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis and Intelligence to create crime intelligence for use in directing police resource decisions.
Continue partnership with building inspection and other partners to address blight and revitalize neighborhoods.
Use data to drive enforcement efforts related to traffic safety.

Expected Outcomes: Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1315.
Individual crime targets as follows: of Robbery ≤ 15, Aggravated Assaults ≤ 90, Burglary ≤ 150 and Theft ≤ 1000.
Total Accidents ≤ 1550.

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information.
Build Neighborhood capacity by continuing to promote Neighborhood Associations and Watch Groups.
Increase direct contact with citizens through meetings, park and walk and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Work with our youth and schools to enhance safety and security for students.
Continue ongoing efforts to educate the public regarding drug and alcohol abuse.
Partner with Fire Department and other County Law Enforcement Agencies to expand availability of Narcan to first responders and reduce fatal overdoses where possible.

Expected Outcomes: A more informed community and greater awareness of department activity.
Enhanced relationships and greater understanding of the Police Role across the community.
Coordinate and hold more than 25 neighborhood meetings.
Increase documented collaborative problem solving initiatives.
Increase in measureable deployments of foot and bicycle patrols.
Increase in Police legitimacy.

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities: Create Public Value.
Continue evaluation of work flow and position responsibilities to support department activities and mandates. Continue training and redesign of associated processes and responsibilities.
Work with City IT to complete ongoing implementation of Munis parking ticket solution.
Complete Body Camera Pilot Project and recommend path forward.
Emphasize the connection of department values to daily decision making.
Deliver training on Trauma Informed Care.
Update the hiring process and work with the school district to create a Public Safety Pathway.
Practice the judicious and impartial use of police authority.
Deliver warm zone training with the Fire Department.

Expected Outcomes: Operate within authorized budget.
More efficient processing of parking tickets.
More dependable systems and enhanced customer service.
Successful transition to consolidated dispatch.
Decrease in the use of force and increased police legitimacy.
More effective response plan for mass casualty events.

Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

Activities: Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals.
Celebrate Successes of Organization.
Deliver key training across Divisions.
Develop Department Chaplain Program.
Continue Leadership in Police Organization training for all levels of the department.
Implement culture survey within department to measure LPO progress.
Develop department advisory group to improve the feedback loop.

Expected Outcomes: Greater Camaraderie, Trust and Pride among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Stronger working relationships.

2015 New Hires



Officer Israel Deutsch



Officer Sung Oetzel



Officer Anna Taylor



Telecommunicator Steven Falk

Officer Israel Deutsch was sworn in on February 2nd, 2015. Officer Sung Oetzel was sworn in on May 18th, 2015. Officer Anna Taylor was sworn in on November 9th, 2015.
Steven Falk began employment in the SPD Communications Center on May 18th, 2015.

2015 Retirees



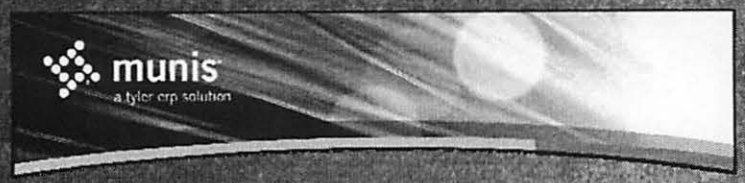
Telecommunicator Shirley Jurss



Sergeant Bradford Riddiough

After 26 years of service, Telecommunicator Shirley Jurss retired from the Sheboygan Police Department on June 28th, 2015. Sergeant Brad Riddiough retired from the Sheboygan Police Department on December 2nd, 2015, serving over 19 years.

New Technology



Munis Parking Tickets

Parking Tickets can comprise a significant portion of revenues. The Munis® Parking Tickets application processes parking tickets and integrates them with Munis General Ledger and Payment Entry (Accounts Receivable). Basic functionality includes late charges, default owner, update G/L switch, and definition of rules for valid violation codes.

TraCS Upgrade

Traffic and Criminal Software

In 2011 the Sheboygan Police Department converted from paper to electronic citations and crash reports. The WI DOT produced a major overhaul of the electronic citation software, calling it TraCS 10, and the Police Department will be upgrading to the new program in 2016. The upgraded program has improved incident location features as well as greater reporting capabilities. It will also allow for faster transfer of forms from the squads into the Police Department. A complete transition to TraCS 10 should be completed by spring of 2016.

COBAN

In the latter part of 2014, the department acquired COBAN Technologies in-squad video system. This system replaced all of the in-squad recorders that allow for the recording of police contacts from the squad car. This system also included a software package for managing the recordings produced by the system.

In 2015, we continued our partnership with COBAN. All of the locations in the Police Facility used to conduct interrogations were upgraded with new, high resolution cameras that feed video into the same video management software. The Video Room Solution should create better records of recorded interviews and enhance the quality of our investigations.



Body worn cameras are an emerging technology that allows each officer to record interactions with the public. The public demand to equip officers with body worn cameras, as well as the technology supporting them, has been evolving quickly. In 2015, the police department began a body worn camera trial project. Presently, we are testing recording and storage devices from 4 different vendors in an effort to identify what type of product the department will acquire. This diligence performed at this stage will provide the department a sound foundation for a product selection in the future.

Administrative Services Division

Captain Steve Cobb



The Administrative Services Division maintains a broad span on the Sheboygan Police Department. In 2015, the division encompassed the communications center, communications, the police fleet and maintenance, and court services office. In addition, the division is responsible for administering a process for hiring new personnel, the training and career development of current personnel, policy management, and building/ facility maintenance, and is heavily involved in the acquisition of new technologies for the department.

2015 saw the addition of a Sergeant position to the Administrative Division. Sgt. David Anderson, has been assigned oversight of the Community Service Officers, School Crossing Guards and manages parking and traffic functions from a department level. In addition, he coordinates the departmental training committee and supervises internal skills training. Other duties include coordination of the department's citizen's academy and representing the police department in collaborative relationships with other city departments. The movement of these duties from patrol shift supervisors to an administrative supervisor has benefited the department by allowing patrol supervisors greater opportunity to focus on police operations.

Training and career development continue to be a major component of the Administrative Division. An annual goal in 2015 was the continuation of CIT training for members of the Sheboygan Police Department. The Crisis Intervention Team (CIT) program is a community partnership of law enforcement, mental health professionals, mental health consumers and their families. The goal of the program is to help persons with mental disorders access medical treatment rather than place them in the criminal justice system due to illness-related behaviors. The course is 40-hours of in-classroom training of law enforcement officers. They are provided training on mental health signs and symptoms, appropriate medications and their side effects, a tour of local mental health facilities, the use of verbal de-escalation techniques, active listening skills and improved police tactics using safe restraint techniques that result in reduced uses of force.

In 2015, working in cooperation with the Sheboygan County Sheriff's Office, we were able to secure grant funding for a local CIT training program. Sgt. Mike Stelter worked with our CIT trained personnel and developed a 40 hour curriculum, including sessions from local mental health experts, as well as material from the State and National CIT curriculums. The SPD was able to train over 60 officers in this nationally recognized curriculum, and this training serves as a basis for a more holistic response from our officers in our interactions with people who have a mental illness.

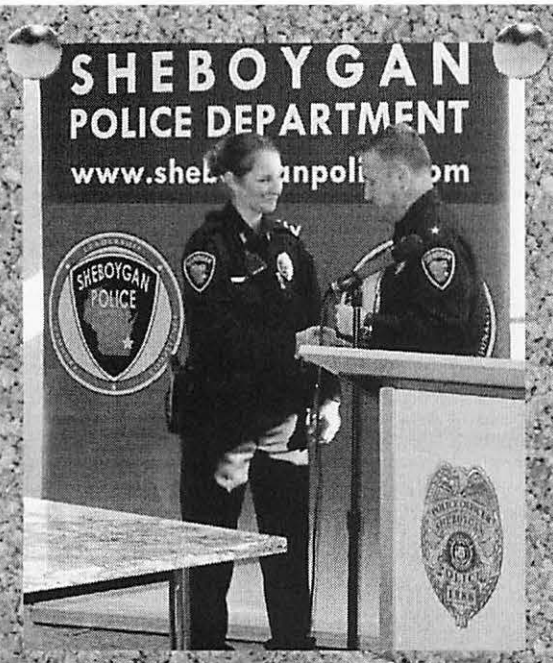
In 2015, we continued to provide "Leadership in Police Organizations" training to eight of our personnel. Under the guidance of the International Association of Chiefs of Police, this course was adapted for law enforcement and derived from materials used in a required course in the Department of Behavioral Sciences and Leadership at the U.S. Military Academy in West Point, NY. The course helps leaders understand and apply modern behavioral science and leadership theories that enhance human motivation, satisfaction, performance, and development to achieve organizational goals. It is also intended to help develop and achieve personal leadership. We were proud to see Lieutenant Scott Mittelstadt continue as an LPO Instructor for the State of Wisconsin and take an integral role in the success of the LPO program throughout the state.

This year we were very proud to see Sergeant Kurt Zempel attend the Administrative Officers Course at the Southern Police Institute. The Administrative Officers Course is a demanding 12 week program hosted by the Southern Police Institute at the University of Louisville. The program, designed for supervisory and command level personnel, is a series of academic courses that focus on the implementation of modern, evidence based police practices. Kurt represented our department and graduated with honors as well as representing the 133rd A.O.C. as class president.

Lexipol

In 2015, the Sheboygan Police Department expanded the use of Lexipol to include use of the Daily Training bulletins. Lexipol is a provider of defensible policies and training for public safety organizations, delivering services through a unique, web-based development system. Lexipol offers state-specific policy manuals, regular policy updates and daily scenario-based training. The daily scenario based training program, or DTB's, presented the opportunity to provide regular training on the policies of the Sheboygan Police Department to all of our employees. This training represents about 18 hours of training per employee this year alone, and results in increased levels of competence and professionalism.

Early in 2015, an effort was made to work with the Department of Justice to update our Juvenile Holding policies and bring our practices into conformity with the Juvenile Justice Delinquency Prevention Act. After several months of review, we were able to create a new policy within Lexipol, and update our operational procedures to bring the department in full conformity with the JJDP.

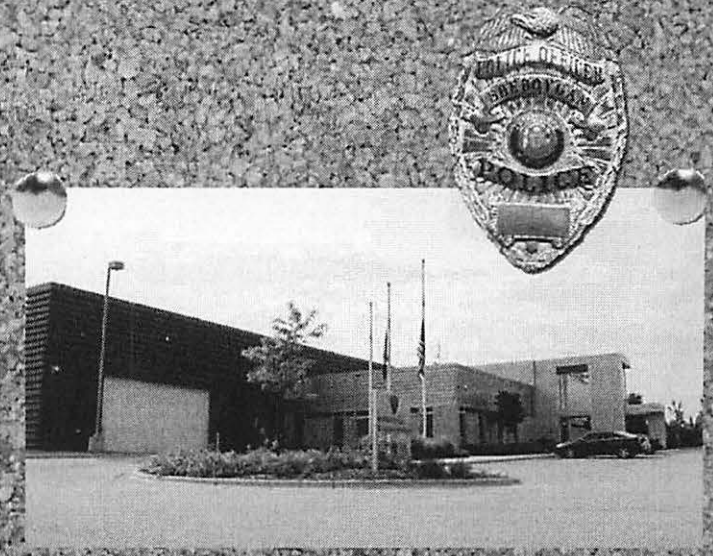


Hiring

During the latter part of 2014, the Administrative Division, in conjunction with the City of Sheboygan Police and Fire Commission, completed an eligibility list of police officer recruits/candidates. Several very well-qualified candidates were identified and this list will be utilized to fill vacancies within the Department's ranks should there be retirements or other opportunities in the near future. Over the course of 2015, that list was utilized to bring on 3 new employees. That list of candidates has been exhausted, and at the end of 2015, a new hiring process began. Moving into 2016, a goal of the administrative division is to examine the hiring process and develop an improved, candidate focused recruitment and selection process.

Management of the Police Facility

Although the police facility is still relatively young, it is beginning to require increasing attention to the maintenance and repair of mechanical and other systems. With the assistance of our City DPW personnel, Fleet Mechanic Dave Daniels, and Electronics Technician Russ Schreiner, we are able to maintain many systems in the most cost effective manner. Larger projects, or those projects with specialized skills, require that we contract out for services.



Criminal Investigation Division

Captain Kurt Brasser



The Criminal Investigation Division comprises the Detectives, School Resource Officers, MEG Unit, and the Property Room. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery, burglary and numerous others.

The Criminal Investigation Division (CID) underwent some changes to assigned personnel in 2015. Lieutenant Scott Mittelstadt was assigned to the division as a supervisor. Scott brings multiple years of supervisory experience from the Patrol Division along with an extensive understanding as an instructor in the Leadership in Police Organizations (LPO) training program for Wisconsin. Lieutenant Mittelstadt is also a graduate of the Administrative Officers Course at the University Of Louisville Southern Police Institute.

Collaborative efforts with outside agencies at both the Federal and State level are often key to efficient and effective criminal investigation and problem solving. Detectives within the division are tasked to work collaboratively with the Wisconsin Department of Justice ICAC (Internet Crimes again Children) task force to investigate tips in connection with the collection and distribution of child pornography. ICAC Detectives investigated 10 cases of child pornography in 2015 resulting in three arrests. One referral was unfounded, and one was referred to another agency for investigation.

A Detective within CID continues serve as a member of the Milwaukee Human Trafficking Task Force. She utilizes her expertise in this area to develop cases of trafficking within the County and further serves as a resource for other agencies developing similar cases. In 2015, two major cases of human trafficking were initiated leading to the disruption of two groups along with various arrests. Juveniles identified as high risk of being future victims of human trafficking were identified and referred for services to the Sheboygan County Department of Human Services and Runaway Youth Services (RAYS). In addition, over 30 presentations were provided to various youth groups, schools, churches, social service agencies and various other civic groups to educate them about human trafficking emphasizing prevention.

The Criminal Investigation Division strives to cultivate relationships within the retail and business community by working closely with a retailers group to target retail theft, fraud, and identity theft by exchanging information, strategies, and intelligence. CID provides additional community outreach and education to area businesses and schools focusing on violent intruder scenarios. In 2015, the division provided various presentations on this vital topic. Additional meeting were held with various businesses focusing on Crime Prevention Through Environmental Design (CPTED). CPTED involves designing the physical environment in an area to reduce the chances of crime being committed.

CID focuses on monitoring registered sex offenders in the community and works meticulously with the Wisconsin Department of Corrections to notify the public of offenders released into the community. In 2015, the division conducted background checks on 60 offenders applying for a waiver to reside in the community. Current offenders residing in the city are monitored to ensure compliance of both city ordinance and state law.

Sheboygan Police served 106 search warrants on various items and locations during the course of various criminal investigations, many of which were served by CID, related to burglary, sexual assaults, robbery, identity theft, forgery, and numerous others. Investigators also responded to 10 fatal drug overdoses and 20 non-fatal overdoses in 2015. Finally, CID combines resources with the Sheboygan County Fire Investigation Team and Sheboygan Fire Department responding to three suspicious fires.

2015 Safety Town

Once again in 2015, Officers Hang Lor and Dana Fischer, in conjunction with the Sheboygan Service Club and the Sheboygan Are School District, hosted Safety Town. This is a week-long program for children who will be starting kindergarten in the coming fall designed to educate children about a variety of topics. Officers Fischer and Lor work alongside teachers discussing topics such as pedestrian safety, poisons, strangers, guns, bus and fire safety, as well as when to call 911. Children have an opportunity to navigate Safety Town's "streets" for hands-on learning and lots of fun.





2015 Junior Police Academy

Officers Dana Fischer and Hang Lor organized and directed the 2015 Sheboygan Police Department's Junior Police Academy. JPA is a week-long program designed to allow cadets (middle school aged students, 11-14) to experience what it would be like to be a police officer. Cadets are introduced to constitutional law, the court process, evidence collection, defense and arrest tactics, and traffic enforcement.

These topics are discussed and practiced while focusing on the Sheboygan Police Department's values: competence, leadership, accountability, teamwork, professionalism, and integrity.



Crisis Intervention Training (CIT)

The Sheboygan Police Department recognized that law enforcement has increasingly become the first- and sometimes only mental health response for those in crisis or dealing with mental illness. In 2015, the department spearheaded an effort with key community stakeholders and organizations to implement a 40-hour Crisis Intervention Training session. The training was based on the nationally recognized Memphis model and, among other topics, gave officers an overview of the existing mental health system, provided awareness-level training on a variety of mental illnesses, and perhaps most importantly, provided officers with resources to divert those in crisis from the criminal justice system and instead refer them to the appropriate community services. In addition to classroom instruction, officers practiced de-escalation skills using scenarios taken from real-life situations and met with community members living with mental illness to see things from their perspective.

Sergeant Mike Stelter, Officer Rebecca Rupnick, Officer Dana Fischer, and Officer Hang Lor organized and oversaw the three weeks of training which was attended by over 100 officers, social workers, and other key community members. The department envisions continuing this collaborative effort with the community with the goal of ensuring that every citizen in need has access to the resources they need to live healthy and productive lives.

Patrol Division

Captain James Veeser

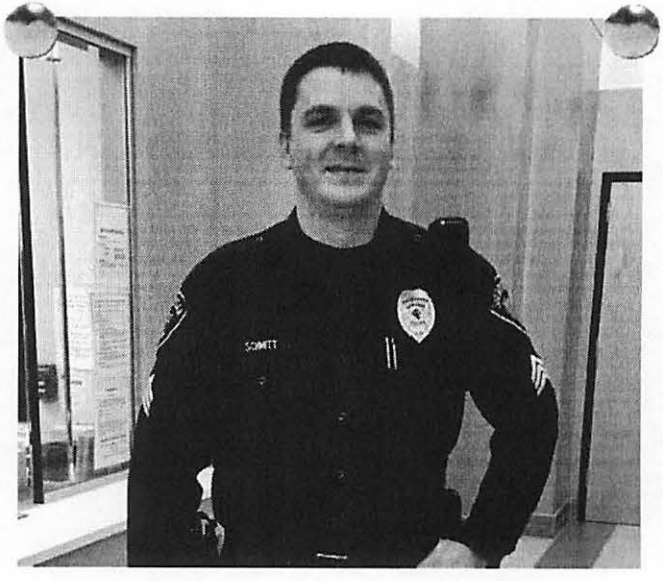


The Patrol Division is the most visible element of the Sheboygan Police Department and currently consists of 50 patrol officers and 11 supervisors. Being visible, whether it is an officer patrolling in their vehicle or being seen in uniform is one of the main goals of the police department and typically is what the public has come to expect. Officers also have contact with the public while assigned to bicycle patrol, the police motorcycle, ATV or on foot patrol. The police department strives to build personal relationships with members of the community; whether this is at a neighborhood meeting, a community event or a call for service and it is likely the relationship will start with an officer from the patrol division.

The men and women of the Patrol Division are also comprised of Street Crimes Unit officers, a Crash Reconstruction Unit, Emergency Response Team, Critical Incident Negotiators, and K-9 officers. These are all important functions that assist with the completion of tasks presented outside normal patrol duties. In addition, officers volunteer time to participate as mentors for the Police Explorer Post and to be involved in off-duty community events. These two way contacts not only provide the opportunity for the public to interact with their police but also allow the officer to interact with the public they serve.

The Patrol Division not only handles calls for service but is involved in daily problem solving. The continuing organized effort of neighborhood-based, community orientated policing within the city's 75 individual neighborhoods along with analyzing daily crime information results in officers being told of concerns by residents and identifying crime trends through police resources. Whether a problem is occurring during a particular shift or within an assigned sector, supervision along with officers will determine a means to identify and deal with the issue. Experience, knowledge of current police methods along with objective creativity allows officers to address community concerns.

The effectiveness of the Patrol Division is not only due to the hard work of the officers but also due to the support and relationships established with other police personnel, city and county government agencies along with the public. Patrol Officers work in conjunction with both sworn and non-sworn police personnel to identify a means to solving crime or developing crime prevention and educational materials to distribute to the public. Patrol Officers enlist the assistance of other city and county government agencies to resolve community issues, whether it be an abandoned property that requires viewing by Building Inspection or a mental health issue that can be assisted by Health and Human Services. By working together, efficiency and additional expertise are added to the situation. Finally, open communication between the public and Patrol Officers habitually results in working together to solve problems and reinsures residents that their police department have the same concerns of providing a safe, vibrant community.



HVEE OWI Taskforce



The High Visibility Education and Enforcement (HVEE) OWI taskforce was initiated amongst law enforcement agencies within Sheboygan County in the fall of 2015. This hybrid version of past OWI Task Force initiatives is sponsored through grants and endorsements from National Highway Traffic Safety Administration, Governors Highway Safety Association and International Association of Chiefs of Police. The goal of HVEE is to educate the public about operating a motor vehicle while intoxicated and promote safe ride options to the public. The program collaborates with local taverns to assist with ensuring responsible driving, displaying posters featuring Wisconsin D.O.T Drive Sober App, providing the public with alternatives to impaired driving, for example, designated driver selection, BAC estimator, Find A Ride option, and utilization of fatal vision goggles.

The program is advertised through social media and incorporates live tweets during the enforcement effort in order to continue to educate the public, emphasize the importance of reducing risk, and illustrate prevention efforts. Officers wear reflective vests, post portable road signs and utilize changeable message boards to notify the public of the HVEE campaign. The program is assessed through the number of traffic stops, number of taverns visited and the data acquired from mobile apps through additional downloads. The Sheboygan Police Department was instrumental in hosting pre-deployment roll calls with the involved law enforcement agencies. These roll calls not only determined focused areas but also educate officers on safety during traffic stops, being visible, and making contact with the public to highlight the reasons for the effort.

Sheboygan Safe Stay



In 2015, the Sheboygan Police Department along with area lodging facilities initiated a program called "Sheboygan Safe Stay." The initiative partners with the local lodging community to prevent crime and disorder at our lodging facilities. Sheboygan Safe Stay is an information sharing effort that focuses on communication between entities regarding problem or suspicious lodgers, reducing the probability of future nuisances and deterring suspected illegal activity. Local lodging facility management recognizes that communicating with one another and local law enforcement will continue to provide a safe environment and positive experience for overnight visitors.

The initiative continues efforts by the Sheboygan Police Department to collaborate with the community and build relationships. The effort will include educating lodging employees on topics including narcotic dealing, human trafficking and different types of organized crime. This will allow for an "extra set of eyes" within an environment that promotes comfort and privacy. By informing employees and making them aware, the potential to prevent illegal activity is increased along with decreasing the number of individuals who may consider staying with Sheboygan to conduct criminal activity due to the pro-active effort.

Bicycle Courtesy Checks

The bicycle courtesy check program is an initiative that was started by Officer Erickson. While on patrol he realized that there were a number of bicycles that were left outdoors, unsecured, that could easily become targets of theft. During the same time we were experiencing many bicycle thefts. Officer Erickson realized that with a simple form, placed in a person's front door, he could notify the homeowner or tenant that his property may be at risk of theft. The bicycle courtesy form not only notifies the owner that his/her bicycle is a potential target of theft, but also gives them a means to properly guard their bicycles. It encourages the owner to lock their bicycle or place it indoors, license their bicycle, and to report any bicycle theft to the Sheboygan Police Department.

The bicycle courtesy check is an example of increasing guardianship of property within the community. By limiting the potential targets for criminals we can safeguard people's belongings and reduce crime and disorder. This is an example of how ingenuity and community outreach can make an impact on the lives of citizens in our community.

Crash and Crime Reconstruction Unit

In response to the need for greater expertise when investigating serious crimes and motor vehicle crashes, the Department maintains a Crash and Crime Scene Reconstruction Unit. The unit responds to major crash and crime scenes utilizing modern technology and investigative techniques to document and diagram the location of evidence.

A Trimble Total Station surveying device is used to obtain laser measurements of points on scene. These points can be used in computer-aided drafting (CAD) software called CrashZone to create a map of the scene in 2 and 3 dimensions. This is useful in determining the underlying cause of crashes, and for courtroom presentation of the specific location of evidence at a crime scene.

The unit has assisted in the investigation of fatal and serious motor vehicle crashes where felony charges were a possible result, as well as, major crime scenes including homicide investigations. The unit includes three traffic crash reconstructionists who have received training through programs at the Wisconsin State Patrol Academy, Northwestern University, and the Institute of Police Technology and Management. Members of the unit have extensive investigative experience which is critical in identifying relevant evidence and its significance to the investigation.



Members are: Sgt. Kurt Zempel, Sgt. Joel Kuszynski, Officer Dean Wendlandt (retired), Officer Michael Wynveen, and Community Service Officer Henry Meller. In 2015, the unit responded to two fatality motor vehicle crashes and one non-fatal crash.

Motorcycle Unit

In 2000, the Sheboygan Police Department re-established a Police Motor Unit and purchased a 2008 Harley Davidson Road King. The "Motor Unit" is assigned to the Patrol Division with officers riding from April through October. There are currently 5 officers assigned to the Motor Unit who patrolled 1000 miles of city streets in 2015.

Officers selected to be a member of the Motor Unit must be able to perform duties at a high level and demonstrate they are capable of operating a police motorcycle safely and efficiently. Selected officers attend a Police Motorcycle Operator Course that will develop their coordination, skill and confidence while developing strategies to minimize risk while riding the motorcycle.

Motor officers are assigned to handle the same duties and responsibilities as a squad officer, yet they are also tasked with addressing specific traffic related problems or projects where the Motor Unit would better suited. The size and maneuverability of a police motorcycle makes it an ideal tool for addressing traffic issues or to minimize crashes.

The Motor Unit is also used in parades and other community events, which provide the opportunity to interact with citizens and develop positive community relationships.



Honor Guard



Members of the SPD Honor Guard Unit:

The Sheboygan Police Department Honor Guard is a ceremonial unit which represents the police department and City of Sheboygan at formal, government and festive events. The main purpose of the Sheboygan Police Honor Guard is to honor and support fallen officers by representing the police department and its members at funerals of police officers, both active and retired.

In 2015, the Honor Guard participated in 3 law enforcement funerals, 3 parades and 5 other ceremonial events in which the national and state colors were presented and posted. By presenting the colors the Unit is paying respect to our nation's values and pride in America. The Unit is dedicated to our community and the men and women that walk the "Thin Blue Line".

From left to right: Lt. Michael Williams, Sgt. David Anderson, Sgt. Bradford Riddiough, Sgt. Terry Meyer, Lt. Scott Mittelstadt, Cpt. Kurt Brasser, Officer Matthew Heimerl, Officer Michael Wynveen, Sgt. Joel Kuszynski
Not pictured: Sgt. Zempel, Officer Ryan Schmitt, Officer Dustin Fickett

Emergency Response Team

The Sheboygan Police Department Emergency Response Team (ERT) responds to high-risk situations which require a tactical approach beyond normal police patrol operations, such as barricaded subjects, high-risk warrants where suspects are believed to be armed, hostage situations, and large civil disturbances. ERT members receive advanced training in tactics, searching techniques, room clearing, and use of specialized equipment such as ballistic shields, distraction devices, specialty impact and chemical munitions, and breaching tools for entering locked doors.

The ERT is made up of 17 officers and two patrol sergeants. There are 13 operators who serve perimeter, breaching and entry functions during high-risk calls. The team also has four trained crisis negotiators. The goal of the team's training and techniques is to peacefully resolve serious, high-risk situations and minimize danger to officers, suspects and the public at large. The team also works with the community to respond to concerns about the trend in workplace and school violence.

In 2015, Kent Huibregtse was appointed to team leader and Brandon Kehoe became assistant team leader.

At the end of 2015, Sergeant Kurt Zempel stepped down as co-commander and was replaced by Sergeant McKay. Ryan Schmitt was promoted off the team and operator Matthew Braesch decided step down after 11 years as a team member, leaving two vacancies that will be filled in 2016.

In 2015 the ERT conducted advanced training at several vacant properties in Sheboygan, including school emergency response training at the now-vacant Washington School. Team members once again participated in the National Night Out - Walk Against Crime in August, and provided a demonstration for middle school students participating in the Junior Police Academy. Team members provided training to ten entities including City Transit along with ALICE training for the Sheboygan Area School District.



Sheboygan County MEG Unit

The Sheboygan County MEG Unit consists of officers from the Sheboygan Police Department, Sheboygan County Sheriff's Department, and Plymouth Police Department. Other agencies in the County provide additional resources and work alongside the MEG Unit during investigations. The MEG Unit is a full-time unit which conducts undercover operations while investigating major drug dealing activities in our county. The SPD is the lead agency for the MEG Unit and provides a supervisor and an investigator.

The MEG Unit conducts joint investigations with other agencies and task forces at the local, state and federal level including Wisconsin Department of Justice, DEA and the US Postal Service. MEG Unit Investigators are also an integral part of the community's education and prevention efforts regarding drug use and associated problems. In 2015, the MEG Unit provided 25 community talks to schools, businesses and community groups concerning drug awareness and its impact on the community, as well as ways to protect themselves from crimes related to drugs and how to report drug crimes.

In 2015, the MEG Unit continued its focus on the heroin problem and its associated impact on the community, filing requests for prosecution for 45 heroin-related charges and assisting on several heroin and opiate overdose investigations. A resurgence in methamphetamine distribution in our area led to referrals for 8 methamphetamine related charges. 8 gun-related charges were also referred as a result of MEG Unit investigations.

In 2015, the MEG Unit initiated approximately 50 new drug investigations which led to the arrest of 37 people charged with 120 drug related crimes. Investigators served approximately 10 search warrants, seizing cash, vehicles, guns, cocaine, marijuana, heroin, methamphetamine and various prescription pills. Four new forfeiture actions were initiated, including approximately $6,000 in US Currency and three vehicles used in the commission of drug crimes.

Street Crimes Unit

In 2015, The Street Crimes Unit focused on people, places, and activities that were repeatedly having a negative impact in neighborhoods and the community. These efforts involved traffic stops, field interviews, intelligence gathering, search warrants and arrests.

During 2015, SCU officers conducted over 65 knock and talks. Knock and talks are used when information is obtained from tips or interviews that there may be criminal activity, wanted people or behavior occurring that could disrupt a neighborhood. A knock and talk is where one or more police officers contact residences and talk with the people inside about the reason why officers are there in hopes of stopping the behavior.

Over the past couple of years a major focus for SCU was intelligence gathering. In 2015, SCU officers conducted over 100 intelligence interviews and hundreds of field interviews. The intelligence gained from these interviews is evaluated and disseminated to the Sheboygan Police Department as a whole. SCU served 17 drug related search warrants and was deeply involved in solving three armed robberies in 2015.

SCU works with patrol officers, detectives, and outside agencies to assist in investigations, apprehensions, intelligence gathering and arrests. At the beginning of 2016, Ryan Schmitt was promoted to sergeant leaving a vacant position in SCU to be filed in the near future.



School Resource Officers

The Sheboygan Police Department strives to build collaborative relationships within the community in order to provide the most efficient and effective services to the citizens. One of the best examples of such an effort is the School Resource Officer (SRO) program. There are currently four SRO's working within the Criminal Investigation Division that partner with the Sheboygan Area School District to provide security in the schools, investigate violations of law, and foster a positive relationship within the educational community.

SRO's are experts in identifying and working with juvenile victims of crime. They rely heavily on their relationship with social services to effectively interview children who may be victims of crime. Education and prevention are of the hallmarks of the school resource officer program.

SRO's routinely provide presentations to students and faculty teaching Internet safety, active shooter procedures, bullying and other important topics. By fostering close relationships with students, parents, faculty, and school administrators, SRO's routinely identify and resolve problems within the school district and strive to provide a safe learning environment for the educational community.



Officer Hang Lor , Officer Dana Fischer , Officer Rebecca Rupnick, Officer Andrew Kundinger

K-9 Unit

The SPD has two single purpose canine teams on patrol. Officer Trisha Saeger is partnered with K9 Bud and Officer Todd Danen is partnered with K9 Kramer. The K9 supervisor is Sgt. Scott Reineke. Both canines specialize in the detection of drugs.

During 2015, the SPD canines were involved in 250 deployments. A deployment is when the canine officer has their K9 involved in actively sniffing for drugs or drug related contraband. The K9 teams are also used to indicate on money used for buying or selling drugs. In 2015, approximately $9,000 was seized that involved K-9 Units in the criminal investigation.

In 2015, K9 Bud and K9 Kramer's deployments resulted in 139 arrests for marijuana, cocaine, heroin, methamphetamine, or drug paraphernalia. Other arrests associated with K9 deployments are arrests for possession of drugs with intent to deliver, operating while impaired, probation violations and bail jumping violations. Many times non-drug related arrests stem from the initial indication by the K9.

In 2015, Sheboygan's K9 teams continued to provide demonstrations to schools, citizen police academies, youth organizations, and many other specialty groups. The Sheboygan K9 units also assist other jurisdictions in Sheboygan County with searches and training.

The K9 officers and their partners continually receive training to stay current with required certifications along with the ever changing state and federal laws.



Information Services Division

The Information Services Division of the Sheboygan Police Department continues to provide support for our Patrol Division and the Criminal Investigation Division. Records Division personnel process thousands of police field reports, such as incident reports, traffic citations, ordinance tickets, citizen contact reports (warnings), accident reports, parking tickets and Writs of Commitment. In September of 2015, a new MUNIS parking ticket program was implemented.

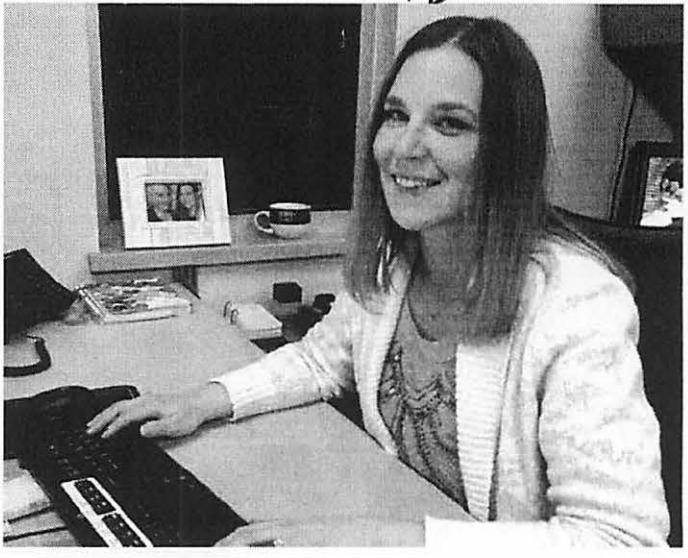
We continue to prepare for joint dispatch and taking on additional front desk duties at the conclusion of this merger.





Number of Law Incident Complaints for the City of Sheboygan Police Department in 2015:

24,256



Part I Crimes

Homicide	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Rape	1	0	1	2	4	0	1	3	4	2	1	2	**21**
Robbery	3	0	1	0	1	2	1	0	0	1	2	3	**14**
Agg. Assault	7	5	10	9	16	12	9	11	18	5	11	11	**124**
Burglary	4	5	8	7	13	13	23	9	15	9	13	9	**128**
Theft	68	49	50	70	73	121	131	99	94	77	85	74	**991**
MV Theft	3	2	2	0	4	2	2	5	3	3	1	4	**31**
Arson	0	0	0	0	0	2	0	1	0	1	0	0	**4**

5 Year Average

Part I Crimes	Murder	Rape	Robbery	Agg. Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2015	0	21	14	124	128	991	31	4	1313
Difference	**-100%**	**11%**	**-30%**	**25%**	**-39%**	**-13%**	**-18%**	**-33%**	**-15%**

2015 Goals

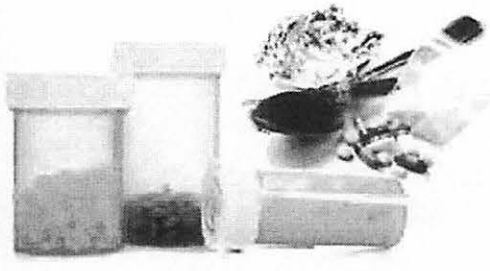
Robbery	15	**14**	**-1**
Agg. Assault	90	**124**	**34**
Burglary	150	**128**	**-22**
Theft	1000	**991**	**-9**
Accidents	1550	**1698**	**148**



Operating While Under the Influence 2015 Arrests

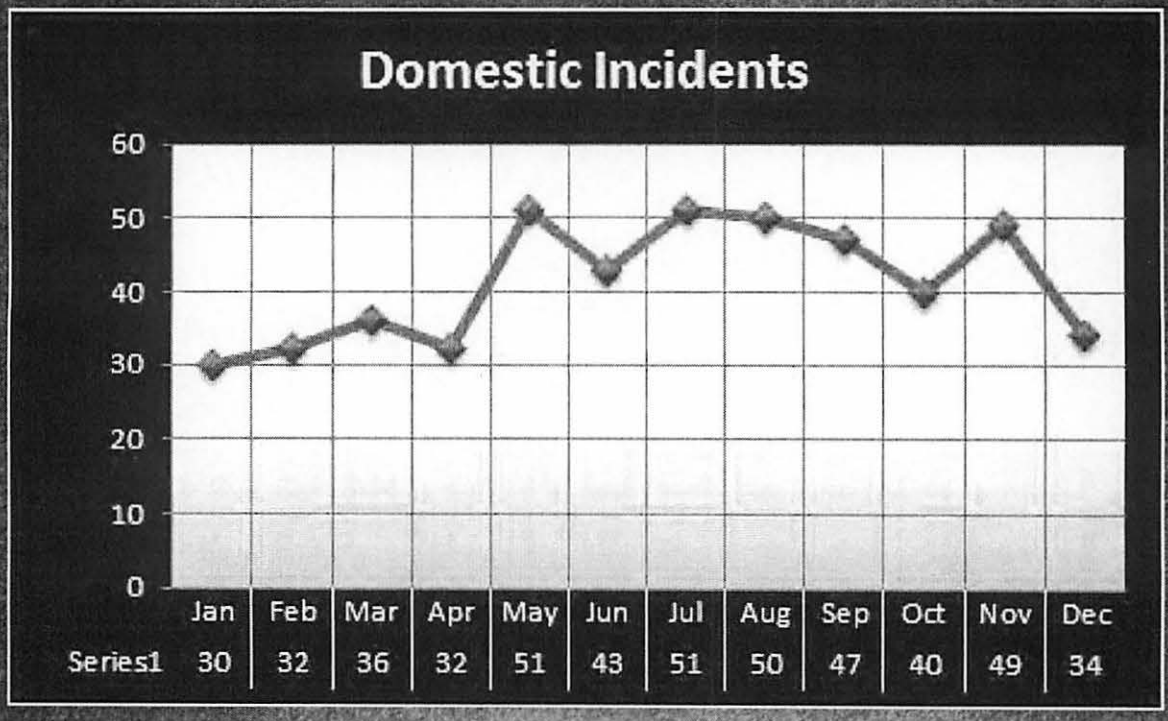
Alcohol	183
Controlled Substance	9
Absolute Sobriety	3

2015 Drug Arrests



Amphetamine/LSD	23
Cocaine	33
Heroin	18
Marijuana	198
Methamphetamine	9
Other Narcotics	40
Other Drugs	40
Prescription Drugs	8
Paraphernalia	230
Drug Trafficking	32
Total Arrests	**631**

The 2015 drug arrests include the Sheboygan Police Department and the Sheboygan County MEG Unit.



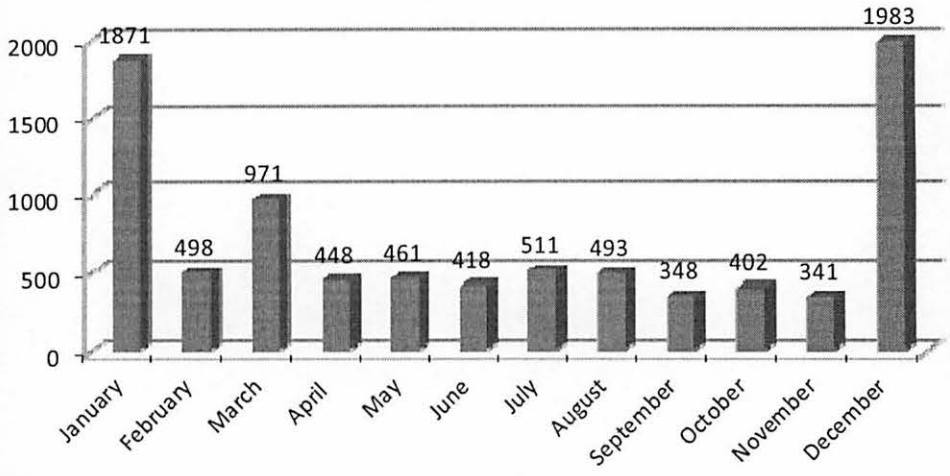
- In 2015, we had a reported 495 domestic disturbance incidents.
- Of these incidents, 241 arrests were made. (49%)

A domestic abuse incident means the parties involved in the incident are an adult person against his or her spouse, or former spouse, against an adult with whom the person resides or formerly resided or against an adult with whom the person has a child in common. (WI § 968.075)



	DC	Simple Assault	Agg. Assault	Reckless Use of Weapon	Intim. Victim	Other
Arrests	167	65	24	5	3	2

Monthly Issuance of Parking Ticket Violations - 2015



2015 Total Tickets Issued - 8,745



Accidents Investigated

1,698

Value Property Stolen $510,385

Value Property Recovered $143,730

Percent Recovered 28%

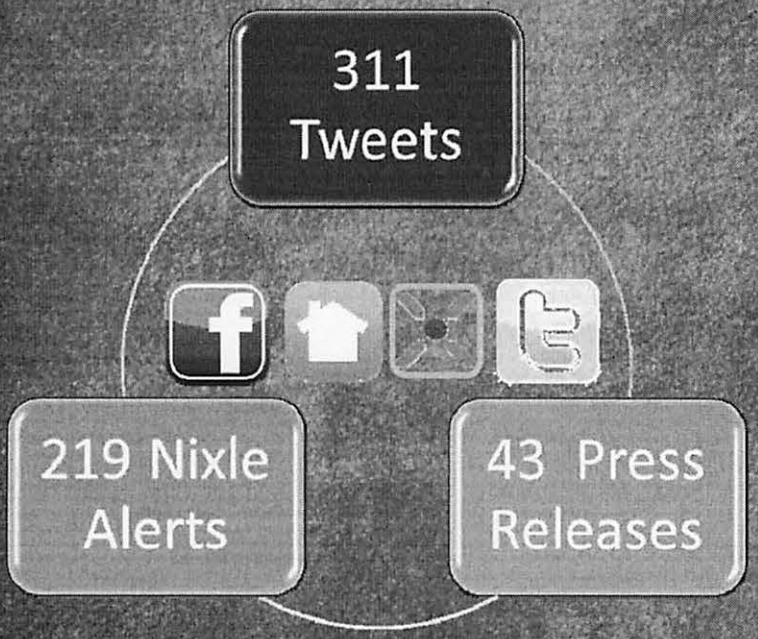


SEARCH WARRANTS

106 search warrants were conducted in 2015.

2015 Social Media

The Sheboygan Police Department utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and You Tube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.





SPD is now offering an interactive online crime map. The map is a valuable tool for our agency to communicate crime activity to citizens and the media and empowers citizens to better understand crime activity in our community. The map is powered by RAIDS Online and works with our RMS (records management system) where it cleans, geocodes, and displays the crime data on a map, grid and analytic dashboard. Basic information about the incident is provided such as; crime type, location type, block-level address, date and time. RAIDS Online also provides automated neighborhood watch emails by providing a breakdown of recent crime activity near one's home, school, or other places of interest. Citizens can also sign up for neighborhood watch reports.

Communications Center

The Sheboygan Police Department's Public Safety Communications Center is the initial point of contact for citizens in need of assistance within the City limits of Sheboygan. It is the nerve center for the deployment of police, fire and EMS for the City of Sheboygan. The Communications Center provides 24/7 coverage and is currently staffed with 14 full-time telecommunicators and 1 part-time telecommunicator.

2015 was another year of progress, changes and challenges as our department continued to prepare for the joint dispatch consolidation with the county in January, 2016. The telecommunicators rose to the challenge by providing a high level of professional service to the Community while supporting the patrol officers and fellow co-workers. In preparation for the consolidation, telecommunicators all received several weeks of cross training with the Sheriff's Department. Additionally, work processes and procedures were refined and established for the joint center.

County Dispatch services were transferred and the County dispatchers were co-located at the Sheboygan Police Department Communication Center many times in 2015 due to construction and remodeling of the new county center. These transfers provided an opportunity to test and refine the transfer of services to a back-up center. As part of the preparation for the consolidated center, the Sheboygan Police Department switched over to a new phone tree system to route incoming phone calls to various divisions within the building. The Department also implemented a new MUNIS cash receipting system for parking ticket and bail bond payments and other miscellaneous receipting.

In February, 2015, Telecommunicator Alicia Wimmer spent a week in Waunakee, WI, attending Communication Training Officer (CTO) training. And on 04/18/2015, Telecommunicator Alicia Wimmer was selected for a dispatch supervisor position with the Sheboygan County Sheriff's Department.

As part of the dispatch consolidation on January 1st, 2016, Telecommunicators Betsy Theune, Bobbi Jo Tetzlaff, Christine Damkot, Kelli Kisiolek, Sarah O'Connor, Jennifer Klinzing, Jacqueline Ashburn, Steven Falk, and Tracey Villa will be transitioning as members of the Sheboygan County Sheriff's Department Communication Center. We are grateful for the dedicated service they have provided and will continue to provide in the new consolidated center.

Additionally, Lead Telecommunicator Linda Repphun will remain at the Sheboygan Police Department in the new position of TIME System Coordinator. Telecommunicators Mary Burkard, Jill Krutzik, Michael Cordier and Michelle Hopland will transition to new positions as Record Specialist Clerks.

Fleet Services

Mr. David Daniels, is the sole fleet mechanic for the Sheboygan Police Department. The SPD has 48 vehicles in its inventory and Dave Daniels is responsible for them all. 16 of those vehicles are marked patrol vehicles, 3 specialty vehicles that include the Emergency Response Team van, an all-terrain vehicle and a police motorcycle, 2 Community Service Officer vehicles, criminal investigation vehicles, staff and support vehicles. He provides year-round routine maintenance and repairs. He also takes care of the vehicles assigned to the Building Inspection Department.

Our department continued upgrading our vehicle fleet from the police package of the Ford Crown Victoria to the Ford Police Interceptor SUV. In 2015, Dave Daniels along with the Sheboygan Police Department's Electronics Technician, Russ Schreiner, took a stock Ford Police Interceptor SUV and built it from the floor up into a useable marked police vehicle. They had to install all of the components that comprise a police vehicle from cable wires, radios and RADAR units, to computers, new dash camera digital recording systems and emergency lights. Each marked patrol vehicle has approximately 350 feet of wire cables that have to be pulled, fed through, and hooked up. A patrol vehicle is the officer's office and every vehicle has to work and be comfortable for the patrol officer to effectively perform his duties. Each marked patrol vehicle travels approximately 22,000 per year of city low speed operation and city braking.

Dave Daniels monitors each vehicle and he is always available for the officers and the department. He further helps take care of the Police Impound Garage and helps with the Police Pistol Range. To keep the fleet of vehicles clean, the Sheboygan Police Department has a contract with Magic Car Wash which is cost effective for the department.

Communications/Electronics

The year of 2015 was a benchmark year for the final planning and implementation of the Sheboygan City-County Combined Dispatch System. The Sheboygan Police Department's Electronics and Communication Technician, Russ Schreiner, was an integral part of this endeavor. He was involved in the many hours, days and weeks of assisting in the planning, selecting and purchasing of the new radio system. In coming months he will be assisting in the installing and programing that radio system. This involves new computers, new radio counsels, new mobile radio units and new personal portable radios for the officers and deputies of Sheboygan County. While the Combined Dispatch Center is being built at the Sheboygan County Sheriff's Department, the Dispatch Center at the Sheboygan Police Department was upgraded to provide this service and will serve as the back-up to the Combined Dispatch Center at the Sheboygan County Sheriff's Department when it becomes fully operational in 2016.

Russ Schreiner was also called upon to install new broadband routers for the Sheboygan Fire Department to enable Paramedics to use their laptops at scenes they are called to.

Russ was involved in overseeing the installation of the new interview room video and audio recording equipment. This equipment allows for the successful capture of interviews and interrogations to assist in the investigation, prosecution and defense of individuals involved in the criminal justice system. Russ also oversaw installation of new building surveillance equipment.

Russ was also involved in set-up of the new automated telephone attendant system. This allows citizens to go through the telephone menu and reach the person of their choosing.

Russ also spent time, along with our Fleet Mechanic, Dave Daniels, putting together six new Ford Police Interceptor Marked Patrol Vehicles. He was involved in installing and hooking the mobile data computers, the RADAR units, the new dash cameras and DVR, mobile radios and the emergency light counsel.

Russ also troubleshoots and repairs the telephone system and hardware in the building, radios and computers that are in the building, in the patrol vehicles and with the officers. He also takes care of the building lighting. He has been switching the high energy lighting of the building to LED lighting that is more cost effective and more environmental friendly.

Russ Schreiner also holds many positions of responsibility. He is the Chairman of the Sheboygan County Communications Council. He is the Chairman of the 700-800 Megahertz Region 45, Regional Planning Committees that covers the majority of the State of Wisconsin. He is the representative for Sheboygan County for the East Central Communication Interoperability Council. He is also a certified communications leader for the Federal Emergency Management Administration. These committees insure that public safety agencies such as police departments, sheriff's departments, fire and EMS are able to respond to an emergency situation and coordinate and communicate with each other.

Property & Evidence

In 2015, Evidence/Property Officer Julie Lamb continued to oversee the Property and Evidence section of the Criminal Investigation Division. This section of the police department continued to be a hub of activity.

Property & Evidence Numbers in 2015

Total Property & Evidence items brought in: 4,158
= 346.5 items per month
= 11.4 items per day
= 3.8 items per shift

212 Bicycles tagged in
113 Bicycles donated to Rebike

26 Trips to the Wisconsin State Crime Lab
524 Items sent to the Wisconsin State Crime Lab
206 Cases sent to the Wisconsin State Crime Lab
1,574 Evidence disposition forms sent out

Community Service Officers



The SPD has partnered with fellow entities to address quality of life issues within our community. To help accomplish this goal, the Patrol division has two full time Community Service Officers who are an integral part of the police department and its mission. They support the patrol officers in enhancing neighborhoods by personally addressing nuisance violations, such as abandoned vehicles, along with enforcement of prohibited parking violations, meter parking, time zones and handicapped parking. They are especially tasked with the enforcement of parking restrictions and helping with the traffic flow around our community's schools. They support our School Crossing Guards and help to insure that children and their parents attending our community schools are safe.

Along with seeking out and enforcing certain ordinances, they support patrol officers as they work in their neighborhoods to address nuisances. To this end, the Community Service Officers partner with the Building Inspection Department to assist with identified problem residences. The Community Service Officers are not sworn officers but they do have limited appointed enforcement powers. They perform limited investigative work with abandoned vehicles and can issue municipal citations. They seek out and recover abandoned and stolen bicycles, assist with disabled motorists and direct traffic. They also support the department and the community during special events such as parades and street festivals. Their role within the Sheboygan Police Department is vital as it frees patrol officers for other tasks.

Our two Community Service Officers also have individual skills that serve the department and the community. CSO Yang often serves as a translator for our department as well as other city departments. CSO Meller manages the speed trailer which requires data collection and analysis along with participating on the Traffic Crash and Crime Scene Reconstruction Unit.

School Crossing Guards

The Sheboygan Police Department employs six part time School Crossing Guards. These guardians work in partnership with the schools and are located at six strategic intersections within the city. They carry on the tradition of helping children and parents safely cross intersections to the schools. These dedicated individuals work early mornings and late afternoons along with dealing with all types of adverse weather. In addition, they contend with heavy and sometimes congested traffic along with being watchful for distracted and impatient motorists. They not only watching out for the safety of the children but also watch for suspicious people, traffic violations and unlawful activity around our schools.

The Crossing Guards work independently and often are well known to the children and parents. They are considered part of their school family and are missed when they are absent. They are well versed in being aware of their school's schedule due to being a representative of their school and of the City of Sheboygan. The SPD School Crossing Guards are annually recognized by AAA for their dedicated work.



VIPS
Volunteers in Police Service

2015 VIPS Staff



Back row: Connie Mehan, Kristi Lawrence, Jason Lawrence, Abiodun Ojo-Akinwale, Carolina Contreras.
Front row: Jeanne Pethan, Marilyn Bohren, VIPS Coordinator Penny Weber, Mary Ann Dickfoss, Ethel Pillman, Tom Riemann

The goal of the Volunteers in Police Service (VIPS) is to enhance the capacity of law enforcement to provide services to the community.

The Department has eleven volunteers, led by VIPS Coordinator Penny Weber, who provide a variety of support services. VIPS volunteers do not receive any compensation for their service.

Our VIPS staff provides assistance in the police records and court services area, as well as giving tours of the facility to community groups. They assisted in the patrol division by serving 536 city subpoenas and collecting traffic data.

VIPS collects and sorts all drugs from the prescription drug drop off box. During 2015, they collected and sorted 1,551 pounds of prescription drugs and related items.

VIPS supports the detective division by doing civilian fingerprinting two afternoons each week and collecting data about retail theft. In 2015, they fingerprinted 121 individuals.

Our VIPS staff also assists in Municipal Court by doing clerical work and helps with the Police Explorer Scout program.

If you would like more information about the volunteers or would like to be a volunteer, please contact Penny Weber, Coordinator at 459-3338 or penny.weber@sheboyganwi.gov.

2015 Service Hours

Subpoena service	485.25
Court services - clerical	309.50
Prescription drug sort	239.25
Municipal Court - clerical	165.00
Neighborhoods, community groups	99.50
Records - clerical	62.75
After hours contact project	52.50
OWI data collection	44.00
Fingerprints	39.50
Police Explorer Scouts assistance	28.50
Duplicate internal forms, replenish	25.00
Special event signs, parade monitor	22.50
Community policing tasks	21.50
Retail theft data collection	13.25
Evidence project	13.25
Tours	10.25
Other various tasks	54.00
Coordinator	155.00
Total Volunteer Hours in 2015	1,840.50

Explorer Post 2881



The Sheboygan Law Enforcement Explorer Post continued to see success and growth in 2015, due to the support of the Sheboygan Police Department. As a result of our annual "Open House" held in October, the post's membership grew significantly and we were able to add an Explorer Club, allowing middle school aged youth to join us. We now have approximately 40 active Explorers, up from 26 last year. The increased participation and attendance was almost entirely due to "word of mouth" from peers and career counselors in the schools.

Our Explorer Post members are youth and young adults who wish to learn more about the various roles that police officers have in society, and are allowed opportunities to see not only how we carry out our duties but also why. Our Post meets at least twice per month, typically the first and third Monday, at the Sheboygan Police Department. During these meetings, Explorers are given a glimpse of what it's like to be a police officer. Topics covered include: Professional Communication, Elements of a Crime, Traffic Stops, Crime Scene/Evidence Technicians, Room Clearing Tactics, Defense and Arrest Tactics, and more. We also have demonstrations from special units such as: Street Crimes Unit, K-9 Unit, Dive Team, Emergency Response Team/SWAT, and more.

The Explorers are very appreciative of the guest speakers from the SPD who have provided instruction about their assignments, training and typical duties.

The post competed against approximately 20 other Explorer Posts from around Wisconsin at the 2015 Fox Valley Explorer Competition, held at Fox Valley Technical College's Appleton campus. Our Explorers won 1st place awards in Vehicle Contacts/OWI Investigation and Emergency First Aid. We even took 2nd place in the Crime Scene Investigation scenario.

We held a group outing at i-Combat in Waukesha again this year. This is an indoor laser tag facility that provides realistic opportunities for participants to practice room clearing, team building, communication, weapon control, and sound tactics. This is a very fun, yet challenging and intense outing that was made possible for Post members by our annual fundraiser.

The Explorer Post is also called upon throughout the year to aid the SPD in various community engagement opportunities.

Some of our Community Engagement opportunities in 2015 include:

Bicycle Rodeo: Explorers assisted Officer Fickett in a bicycle safety course for area youth. This provided Explorers an opportunity to build upon leadership and communication skills.

Bike Corrals: Explorers worked with Officer Jaeger to hold Bicycle Corrals for the second year in a row. This program promotes the use of non-motorized transportation for those who attend major public festivities.

Alzheimer's Walk: For several years, the Explorers have been called upon to assist with this event held in Kohler every year. They aid in traffic control, parking, and providing direction to participants.

Parade duty: Explorer Post members assisted the Sheboygan Police Department to prepare for and hold safe holiday and event parades throughout the year, by posting parade routes prior to the event and assisting with traffic control during the event.

Halloween Safety Patrol: This year, the Explorers organized a "Safety Patrol" and handed out candy to trick-or-treaters while also supplementing the presence of patrol officers in neighborhoods where children were celebrating Halloween.



2015 SPD Citizens Academy

In the spring of 2015, the Sheboygan Police Department launched the 20th annual Citizens Academy which was coordinated by Sergeant Dave Anderson. The Sheboygan Police Citizens Academy is an eleven week long program that began on March 12, 2015 and continued through May 21, 2015. We had twenty participants that took part in this program.The Citizens Academy provided an opportunity for those twenty participants to gain knowledge and a better understanding of the vision, values, goals and the operations of the Sheboygan Police Department. The Citizens Academy is designed to enhance the collaboration and partnership between the community and its police department to help pursue the vision of making Sheboygan the safest community of its size in America.



The participants of the 2015 Citizens Academy learned of the selection, hiring, and training of Sheboygan's police officers. They looked into the role and responsibilities of their police officers in carrying out the vision and values of the Sheboygan Police Department. The participants looked into the mindset of their police officers, the challenges that they may face and their interaction in the community.

The Citizen Academy was designed to be interactive through the 11 weeks with lectures, demonstrations, practical exercises and an open floor each week for questions and discussions. Participants were instructed by the staff and patrol officers of the Sheboygan Police Department with guest speakers including the Honorable Judge Sutkiewicz, Assistant District Attorney Joel Urmanski, Defense Attorney Thomas Gerleman, and ARDC representative Kathrine Pruitt.



The topics that we covered included, impartial policing, neighborhood policing, mental health crisis, personal and community guardianship, responsible citizenship, domestic disturbances, criminal investigations, drug enforcement, traffic enforcement, OWI enforcement, use of force, Tasers and firearms. Practical exercises included, traffic stops, shoot-don't shoot exercises, disturbance calls, roll playing and a session at the outdoor pistol range where participants were able to exercise their marksmanship skills. Certificates of completion were awarded at the end of the course. The participants in their critiques of the course had many fine comments and that the program was very valuable.



Community Outreach

Bicycle Rodeo

The bicycle rodeo is a safety based program that focuses on handling skills and safe operation of a bicycle on city streets and sidewalks. The courses have been designed to target elementary school age children, but are open for any child from 6 to 14 years old. Bicycle helmets are provided for children who do not have a one.



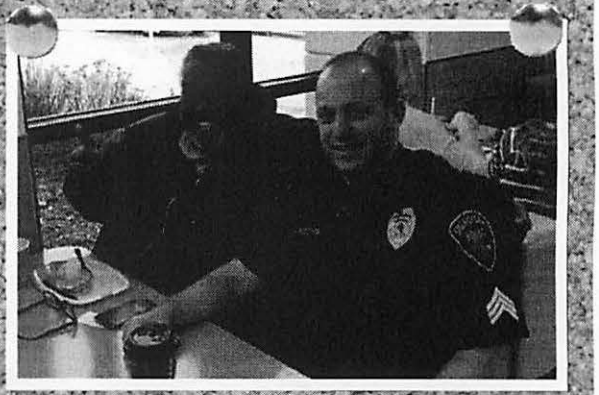


Lunch Buddies

In the 2015-2016 school year, Captain Cobb, Sergeant Anderson, Detective Edson, Officer Endsley, Community Service Officers Meller and Yang are continuing our partnership with the Lunch Buddy Program of the Sheboygan County Big Brothers/Big Sisters Organization and the Sheboygan Area School District. Pictured is Sergeant Anderson and his lunch buddy, Ray.

Coffee with a Cop

The Sheboygan Police Department teamed with three Sheboygan McDonald's restaurants to hold its inaugural Coffee with a Cop during the month of December, 2015. The program is designed to provide community members an opportunity to meet with local law enforcement, in a neutral setting, to discuss community or personal issues and to get to know their neighborhood officer while enjoying a free cup of coffee.





Tip A Cop

The annual Tip A Cop fundraiser for Special Olympics was held at the Highland House in Sheboygan on Wednesday, October 28th. Many of the local Special Olympic Athletes were there as well. A big thank you to the officers and sheriff's deputies that volunteered for this great cause!

Texas Roadhouse Veterans Lunch

Texas Roadhouse generously provided a free lunch to all veterans of the US Armed Forces. Sheboygan Police Department and Sheboygan Fire Department members volunteered as servers for the veterans lunch.







Torch Run

Sheboygan County and the City of Sheboygan were well represented during the 2015 Torch Run. 57 runners, cyclists, and other volunteers carried the torch through Sheboygan, Kohler, Sheboygan Falls, and Plymouth before making a stop in Kiel. The torch runners carried the torch from Kiel city hall to the final resting place of Trooper Trevor Casper, who was fatally wounded during a gun battle with a man suspected of robbing a bank and murdering a man in northern Wisconsin.

Once again, Officer Dean Wendlandt volunteered a considerable amount of his own time throughout the year as he coached and traveled across the state to various meets with the City of Sheboygan swim team. Officer Brian Krueger worked tirelessly to organize the Sheboygan County leg of the Torch Run and got all 57 participants to the finish line- a daunting task in and of itself.

Special Olympics Wind Walkers

Sheboygan County Special Olympics Agency Manager, Kathy Gerharz developed a winter walking program for the Special Olympic athletes called "Wind Walkers." The group meets every week at North High and walks for 1 hour in the fieldhouse. February 4th, 2015 was "Law Enforcement Night," where over 25 law enforcement officers and family from the area participated with the athletes.





National Night Out

National Night Out began in 1984, in an effort to promote police-community partnerships and send a message to criminals, letting them know that neighborhoods are organized and fighting back. On August 5th, 2015 the Sheboygan community, volunteers and sponsors all came together to participate in this great event.

Dunk A Cop

The Dunk-A-Cop Fundraiser was held before Packers Family Night up in Green Bay, on Saturday, August 8th. Officers from around northeast Wisconsin participated in the event, including Sheboygan Police Officers' Israel Deutsch, Dustin Fickett, Andy Kundinger, and Todd Danen. Sheboygan County Sheriff's Deputy Matt Spence also participated in the event.





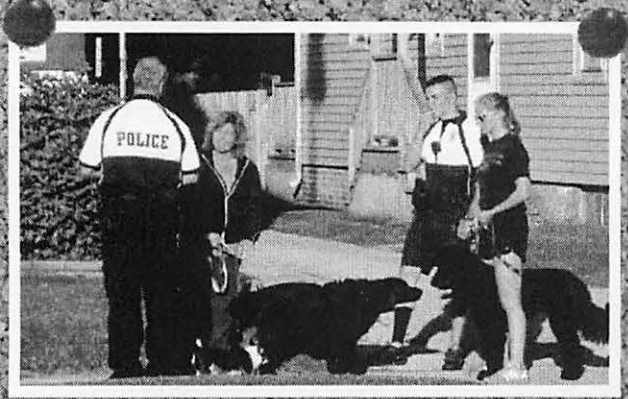
Cop on a Rooftop

On August 14th, 2015, several local police officers were staked out on the rooftop of Dunkin' Donuts to participate in a multi-jurisdictional initiative to heighten awareness and raise money for Wisconsin Special Olympics

Ridge Court Clean Up

On October 18th, 2015, approximately 20 volunteers participated in the Ridge Court Neighborhood Cleanup. The event was a success and Officer Paul Graening enjoyed interacting with the neighbors.





Neighborhood Crime Walks

Officers held crime walks in the North Flats and Indiana Corridor Neighborhoods. The officers walked the streets and talked with residents about what is happening in their neighborhoods. The walks are a great chance to address issues or concerns.



Cub Scouts and Girl Scouts

In 2015, officers were also able to enjoy spending time with Cub Scout Pack 3858 and Girl Scout Troop 8077.







Neighborhood Meetings

Throughout the year, officers schedule meetings with neighborhood associations to discuss and identify concerns and work to find solutions.





Shop with a Cop

Shop with a Cop is a charitable program developed, organized and funded voluntarily by members of the Sheboygan County Law Enforcement Association. Each year underprivileged children, who are referred to the program by social agencies gather together with officers from every law enforcement jurisdiction in Sheboygan County for a pizza party, to meet Santa Claus and to do their Christmas shopping with a uniformed officer. The children are allowed to purchase whatever they choose. Often their choices involve giving to others. This means gifts for parents and siblings or a winter coat or boots the family could not otherwise afford. And ,of course, toys.

2015 Sheboygan Police Benevolent Association Service Awards

The Sheboygan Police Benevolent Association Awards Ceremony was held on Friday, April 10th, 2015 at Breaking Bread Banquet and Meeting Center. The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.



Officer Alex Jaeger

Police Officer of the Year Award:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.

Civilian Employee of the Year Award:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



Sarah O'Connor

Meritorious Service Awards:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.



Officer John Rupnick



Officer Mike Wynveen

Citizen's Distinguished Service Awards:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.



Nicholas Salm

Life Saving Awards:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.



Officer Chris Stephen



Christopher Donlon



Dione Knop

SPD ANNUAL REPORT 2015

The Sheboygan Police Department's 2015 Annual Report was produced by Paula Haelfrisch, Mary Danen and Cassandra Wohlgemuth.

Special thanks to all those who submitted information to make this report possible and to Detective Olsen for the cover photos.

Sheboygan
Police Department

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@Sheboygan_PD



IX

R. C. No. ____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. April 18, 2016.

Your Committee to whom was referred Gen. Ord. No. 55-15-16 by Alderperson Thiel repealing and recreating Subsections 70-263(a), 70-263(e)(3), and 70-265(a) of the Municipal Code relating to measurement of distance in the sexual offender residency restrictions to conform with changes to the state statutes; recommends that the Ordinance be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.2

Gen. Ord. No. 55 - 15 - 16. By Alderperson Thiel. April 6, 2016.

AN ORDINANCE repealing and recreating Subsections 70-263(a), 70-263(e)(3), and 70-265(a) of the Municipal Code relating to measurement of distance in the sexual offender residency restrictions to conform with changes to the state statutes.

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

Section 1. Subsection 70-263(a) of the Sheboygan Municipal Code entitled "Sexual offender and sexual predator residence; prohibition; penalties; exceptions" is hereby repealed and recreated to read as follows:

"Sec. 70-263. *Sexual offender and sexual predator residence; prohibition; penalties; exceptions.*

(a) *Prohibited location of residence.* It is unlawful for any designated offender to establish a permanent residence or temporary residence within 1,500 feet of any school, licensed day care center, park, recreational trail, playground or place of worship.

. . ."

Section 2. Subsection 70-263(e)(3) of the Sheboygan Municipal Code entitled "Sexual offender and sexual predator residence; prohibition; penalties; exceptions" is hereby repealed and recreated to read as follows:

"Sec. 70-263. *Sexual offender and sexual predator residence; prohibition; penalties; exceptions.*

. . .

(e) *Exceptions.* A designated offender residing within a prohibited area as described in subsection (a) does not commit a violation of this section if any of the following apply:

. . .

(3) The school, licensed day care center, park, recreational trail or playground within 1,500 feet of the person's permanent residence was opened after the person established the permanent residence or temporary residence and reported and

PPS approve

registered the residence pursuant to Wis. Stat. § 301.45.

. . ."

Section 3. Subsection 70-265(a) of the Sheboygan Municipal Code entitled "Appeal" is hereby repealed and recreated to read as follows:

"Sec. 70-265. *Appeal.*

(a) The above 1,500-foot requirements may be waived upon approval of the public protection and safety committee (PP&S committee) through appeal by the affected party. Such appeal shall be made in writing to the city clerk's office, who shall forward the request to the common council for referral to the PP&S committee, which shall receive reports from the police department on such appeal. The PP&S committee shall convene and consider the public interest as well as the affected party's presentation and concerns. After deliberation, the PP&S committee shall forward its decision in writing via the minutes or otherwise to the City of Sheboygan Police Chief for their information and action. A written copy of the decision shall be provided to the affected party.

. . ."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. April 18, 2016.

Your Committee to whom was referred Gen. Ord. No. 56-15-16 by Alderperson Thiel relating to adding no parking, stopping, standing anytime on the east side of S. 9th St. north of Indiana Ave.; recommends passing the Ordinance.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XI

X

7.3

Gen. Ord. No. 56 - 15 - 16. By Alderperson Thiel. April 6, 2016.

AN ORDINANCE relating to adding no parking, stopping, standing anytime on the east side of South 9th Street north of Indiana Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," the east side of South 9th Street from the north curb line of Indiana Avenue to 35 feet north of Indiana Avenue is hereby added to the list of locations where no parking, stopping or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

DPS approve

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. ___ - 15 - 16. By REDEVELOPMENT AUTHORITY. April 18, 2016.

Your Commission to whom was DIRECTLY REFERRED Res. No. 191-15-16 by Alderperson Hammond approving the terms and conditions of the Ground Lease Agreement between the Redevelopment Authority and South Pier Sheboygan, LLC; wishes to report this matter was discussed at the Redevelopment Authority Meeting on April 13, 2016 and after due consideration, recommends approval of the Resolution.

reg.

_____

III

DIRECT REFERRAL

Res. No. 191 - 15 - 16. By Alderperson Hammond. April 18, 2016

A RESOLUTION approving the terms and conditions of the Ground Lease Agreement between the Redevelopment Authority and South Pier Sheboygan, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Developers Agreement between South Pier Sheboygan, LLC and the Redevelopment Authority, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Chairperson and Executive Director of the Redevelopment Authority are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance & Redevelopment Auth.

_____

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

GROUND LEASE

This Ground Lease ("Lease") is made, executed and delivered as of the _____ day of _____, 2016, by and between the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081 ("Landlord"), and South Pier Sheboygan LLC, 10060 W. Loomis Road, Franklin, WI 53132,("Tenant").

RECITALS

WHEREAS, contemporaneous with the execution of this Lease, Landlord and Tenant are entering into a certain Cooperation Agreement for the Conveyance and Private Development of Land - South Pier Townhomes Project ("Cooperation Agreement"), which provides for the development of the South Pier Townhomes Project ("Project") in two phases; and

WHEREAS, the Cooperation Agreement provides for development of the Project on certain real property owned by the Landlord, which includes four parcels with an aggregate area of approximately 4.52 acres, which are depicted as Lots 6, 7, 8 and 9 on EXHIBIT A (the "Premises"); and

WHEREAS, the Cooperation Agreement provides for development of Phase I of the Project on Lots 6 and 7 of the Premises ("Phase I Land") and for development of Phase II of the Project on Lots 8 and 9 of the Premises ("Phase II Land"); and

WHEREAS, pursuant to the terms of the Cooperation Agreement, Landlord will convey the Premises to Tenant pursuant to the terms of this Lease.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, including without limitation Tenant's commitment to redevelop the Premises pursuant to the terms of the Cooperation Agreement, Landlord and Tenant do hereby covenant and agree as follows:

ARTICLE I
GRANT AND TERM

Section 1.01. Premises. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant leases from Landlord, certain real estate located in the City of Sheboygan, Sheboygan County, Wisconsin, described in Exhibit A, attached hereto, together with all rights and appurtenances belonging or appertaining thereto, and all improvements now or hereafter located thereon ("Premises"). Pursuant to the terms of

the Cooperation Agreement, the parties will cooperate in the finalization of one or more certified survey maps to be approved in conjunction with the finalization of plans and specifications for the Project. Upon recording of said certified survey map(s), the parties agree to execute and record such documents as may be necessary to substitute, for this Lease, new legal descriptions for the Premises, Phase I Land and Phase II Land.

Section 1.02. Term. Subject to Landlord's termination rights in Section 3.02, the term of this Lease shall be for ninety-nine (99) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the day preceding the 99th anniversary of the Commencement Date ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. Each lease year shall be from January 1 to December 31 ("Lease Year"). However, the first Lease Year shall commence on the Commencement Date and end December 31 of that year. The last Lease Year shall begin January 1 and end the day preceding the 99th anniversary of the Commencement Date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord, provided that, if Tenant has given Landlord prior written notice of the name and address of Tenant's mortgagee, Landlord shall have provided written notice of such election to the Tenant's mortgagee, and provided that Tenant's mortgagee or its successors and assigns shall have consented to such election by Landlord or its affiliates to have all Tenant's improvements removed or demolished and cleared. Such prior consent of Tenant's mortgagee shall not be unreasonably withheld.

The costs of demolition and removal shall be paid by Tenant. At any time during the last three (3) Lease Years, Landlord may require Tenant to post reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

Subject to the provisions of Section 3.03, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of Landlord.

Section 1.05. Mooring Facilities Excluded. It is expressly understood and agreed that this Lease does not grant any right, interest or privilege, express or implied, to utilize any dock

space or mooring facilities adjacent to the Premises.

ARTICLE II
RENT

Section 2.01. Rent. For the period beginning on the Commencement Date and ending on the tenth (10^{th}) anniversary of the Commencement Date ("Rent Adjustment Date"), Tenant shall pay as rent for the Premises one dollar ($1.00) per year, due and payable in advance upon execution of the Lease. If Tenant does not exercise its Option to Purchase pursuant to Section 11.01, Tenant shall thereafter pay as rent for the Premises five dollars ($5.00) per square foot of leased Premises, per year, due and payable in advance one-half (1/2) on January 31 and one-half (1/2) on June 30 of each Lease Year. The first installment payment of such rent shall be prorated from the Rent Adjustment Date, and due and payable within thirty (30) days following the Rent Adjustment Date. On the anniversary date of each five year period (i.e. first day of each five year period), the Landlord may adjust this yearly rental to an amount which is equivalent to $1/20^{th}$ of the then market value of said land area. Tenant shall have the right to appeal the "market value determination of such through such appeal where an appeal to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedure. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien Rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage does not unreasonably jeopardize Landlord's rights hereunder under Section 1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses upon request by Landlord.

ARTICLE III
CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT, AND LIENS

Section 3.01. Plans and Specifications. Pursuant to the Cooperation Agreement, Tenant shall submit to the City of Sheboygan ("City"), for City's approval, plans and specifications for Phase I of the Project. The terms and provisions of the Cooperation Agreement shall control the process and requirements applicable to such approval. The plans and specifications shall comply with the architectural design guidelines for the "Riverfront Zone-Shanty" as set forth in the South Pier Design Guidelines approved by the Landlord, a copy of which is on file with the Redevelopment Authority of the City of Sheboygan, except as modified with the consent of the Landlord, attached hereto as Exhibit B. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for Phase I have not been approved by the City within one hundred eighty (180) days following the Commencement Date. Plans and specifications for future improvements or removal of improvements shall be subject to written approval of the Landlord prior to commencement of construction.

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, and pursuant to the terms, provisions, and conditions of the Cooperation Agreement, shall construct or provide for construction of the Project for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make alterations and changes to such buildings and/or other improvements as Tenant may deem necessary, provided such alterations and changes do not result in a material deviation from the plans approved by the City pursuant to Section 3.01, and further provided that Tenant shall not remove or demolish such buildings or other improvements without Landlord's prior consent. Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's

construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises.

All land disturbing construction activities and excavations on the Premises shall be conducted in accordance with the Wisconsin DNR Approved Material Handling & Engineered Barrier Plan for the former C. Reiss Coal Company Property, Harbor Centre South Pier Remediation and Redevelopment Project, dated May 19, 2003, a copy of which is attached hereto as Exhibit C.

Subject to the provisions of Section 12.04 and to the provisions of the Cooperation Agreement, Tenant shall commence and substantially complete each Phase of the Project in accordance with the Project Timetable set forth in the Cooperation Agreement. In the event Phase II of the Project is not commenced in accordance with said Project Timetable, Landlord shall have the option to terminate this Lease as to the Phase II Land on sixty(60) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

Section 3.03. Fixtures and Equipment. Tenant may, at its own expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Tenant's business. Such fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the time of their installation, reasonable wear and tear excepted. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

Business and trade fixtures are generally considered moveable personal property. Fixtures which become part of the real estate and are in the nature of real estate improvements are not considered business and trade fixtures under this section and shall not be removed by Tenant.

Any and all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all fixtures shall remain subject to Tenant's mortgagee's mortgage and/or security interest, if applicable.

Section 3.04. Leasehold Mortgages. Tenant shall have the right to mortgage, pledge, encumber, hypothecate or assign as security the leasehold estate created hereunder and the buildings and improvements constructed upon the Premises without obtaining Landlord's consent.

ARTICLE IV
MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

Section 4.01. Maintenance and Repair by Tenant. Tenant shall, at its own cost and expense, keep and maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or nonstructural); all heating, electrical, air conditioning, ventilating and plumbing equipment therein; and all appurtenances thereto, including sidewalks and parking areas adjacent thereto, in good condition and repair. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own expense, keep the Premises in sanitary, clean and neat order, and keep the sidewalks and parking area on the Premises free of snow and trash.

Section 4.02. Landscaping. Within one hundred twenty (120) days following Tenant's substantial completion of construction of improvements for each Phase pursuant to Section 3.02, Tenant shall, at Tenant's sole cost and expense complete landscaping of such Phase in accordance with the approved Precise Implementation Plan (PIP), which shall be part of Tenant's plan approval process pursuant to the terms of the Cooperation Agreement. Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

(a) Unless this Lease is terminated by Tenant as provided in this Section 4.03, the damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good or better than that which existed prior to the damage or destruction.

(b) Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease if (i) such damage or destruction occurs after the twenty-seventh(27^{th}) Lease Year, or (ii) substantially all of the improvements are damaged or destroyed at any time during the Term in any single casualty, or (iii) full restoration is prohibited by Applicable Laws. If any of the conditions described in the immediately preceding sentence are applicable, then Tenant shall have the right to terminate this Lease by written notice to Landlord within sixty (60) days after the insurance adjustment. If Tenant fails to timely provide such notice of termination,

this Lease shall remain in full force and effect and the other provisions of this Section 4.03 shall be applicable to such casualty. If, however, Tenant does timely provide such notice, then this Lease shall terminate on the date specified by Tenant, which shall not be less than thirty (30) days after the date on which the Tenant delivers such notice. In the event Tenant elects to terminate this Lease as provided for in this Section 4.03, Tenant shall be responsible for and shall pay for all cleanup or demolition of the improvements necessary to make restore the Premises to a green field condition.

ARTICLE V
UTILITIES AND TAXES

Section 5.01. Utilities and Expenses. Tenant shall, during the term of this Lease, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Premises and used by Tenant. Tenant shall also pay for hookup and/or lateral charges, if any, required to bring utilities from public streets and access ways. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service.

Section 5.02. Real Property Taxes. Landlord and Tenant acknowledge and agree that irrespective of ownership, the real property and improvements thereon which form the Premises and Property shall be subject to real estate taxation by the City of Sheboygan and that the lien of such real estate taxes shall be in all respects prior to the lien of any mortgage thereon. Tenant agrees that the Premises shall be subject to real property taxes and assessments in the same manner as if Tenant held fee ownership of the Premises.

Tenant shall, during the term of this Lease, pay and discharge, as they become due, promptly and before delinquency, all real estate and personal property taxes and outstanding assessments, both general and special, and special charges, levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the term hereof, against the land, buildings and/or all other improvements on the Premises or against any improvements which may be added thereto. Tenant shall only be obligated to pay installments of special assessments (using the longest amortization schedule available) coming due during the term of this Lease. All such taxes and charges (with the exception of personal property taxes on Tenant's personal property), shall be prorated, if necessary, at the commencement and expiration of the Lease term.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the

validity or amount of taxes assessed to or levied upon the Premises and required to be paid against Landlord's estate and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the tax claim pending such proceedings.

ARTICLE VI
CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises for multi-family residential purposes, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

Section 6.03. Right of Entry. Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter upon the exterior areas of the Premises at all reasonable times for the purpose of inspecting the same.

Section 6.04. Notification of Position Openings. In accordance with sec. 66.1105(6c)(b), Wis. Stats., Tenant shall notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832, of any position to be filled by Tenant in Sheboygan County within one year after the commencement of this Lease. Tenant shall provide this notice at least two (2) weeks prior to advertising the position.

ARTICLE VII
INSURANCE AND INDEMNITIES

Section 7.01. Casualty Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep all buildings or other improvements which are now or hereafter a part of the Premises insured against loss or damage by fire and

extended coverage hazards or all-risk coverage at full insurable value based on a replacement cost basis without deduction for depreciation or obsolescence; with a deductible not greater than fifty thousand and 00/100 ($50,000.00) dollars; and with loss payable to Tenant, Landlord and Tenant's mortgagee as their interests may appear. Tenant shall pay the premiums when due and shall comply with the co-insurance provisions thereof, if any.

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and all business operated thereon, with limits of public liability not less than one million and 00/100 ($1,000,000.00) dollars for injury or death in any one occurrence, and property damage liability insurance in the amount of one hundred thousand and 00/100 ($100,000.00) dollars. The policies shall name Tenant, Landlord and Tenant's mortgagee as co-insureds as their interests may appear, and shall require the insurer to endeavor to provide notice to Landlord at least thirty (30) days prior to cancellation, material change or nonrenewal of the policy. Landlord may from time to time during the term of this Lease, but not more than every five (5) years, require increases in the above-stated coverage limits consistent with standards of the insurance industry in the geographical area where the Premises is located.

Section 7.03. Certificates of Insurance. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates evidencing such insurance. All such insurance shall be provided by responsible insurance companies licensed to do business in the State of Wisconsin which have been approved by Landlord. Landlord shall approve all insurers rated A Class XV or higher by A.M. Bests.

In the event that Tenant fails to provide such insurance coverage, Landlord, in addition to its other rights under this Lease, shall have the option to procure such insurance for and on behalf of Tenant. In such event Tenant shall be required to reimburse Landlord for Landlord's costs at the time of payment of the next Rent payment due.

Section 7.04. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting

the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Tenant or of any occupant, sub-tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

Section 7.06. Environmental Indemnifications. Landlord hereby indemnifies, defends and holds the Tenant harmless from and against any and all losses, liabilities, liens, obligations, settlement payments, penalties, claims, judgments, suits, damages and expenses of any kind or nature whatsoever (including consultants' and attorneys' fees) (collectively, "Costs"), suffered or incurred by, demanded or imposed upon, or asserted against Tenant in connection with any of the following: (a) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with the requirements of the Wisconsin Department of Natural Resources approved Remedial Action Plan for the Premises; (b) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with any federal, state or local law, rule, regulation, statute or ordinance, or any order of any governmental, regulatory or administrative authority pertaining to health, industrial hygiene or the environmental condition on, under or about the Premises (collectively, "Environmental Laws") as such failure affects the environmental condition of the Premises; (c) any release by the Landlord and/or its contractors, subcontractors, agents or employees of any petroleum product or hazardous material or Hazardous Substance on, upon, or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Landlord and/or its contractors, subcontractors or agents to comply with any Environmental Law or any release of petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; (e) the presence of any petroleum product or hazardous material or Hazardous Substance on, in, or within the soil, groundwater or surface water at, on, under or within the Premises, which products or materials or Substances were on, in,

or within such soil, groundwater or surface water on the Commencement Date; and (f) any response, enforcement, or remedial action required by any governmental authority which is necessary to comply with any Environmental Law or any requirement of any regulatory or administrative authority with respect thereto arising out of, as a result of or related in any way to any petroleum product or hazardous material or Hazardous Substance on, under or within the Premises, which products or materials or Substances were on, under or within the Premises as of the Commencement Date. Notwithstanding the foregoing, Landlord shall not be liable for any Costs arising from any acts or omissions on the part of the Tenant or any of its members, or any of its contractors, subcontractors, agents, employees, licensees or invitees occurring on or after the Commencement Date.

Tenant hereby indemnifies, defends and holds the Landlord harmless from and against any and all Costs suffered or incurred by, demanded or imposed upon, or asserted against the Landlord in connection with any of the following: (a) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with the requirements of the Wisconsin Department of Natural Resources' approved Material Handling and Engineered Barrier Plan; (b) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law as such failure affects the environmental condition of the Premises; (c) any release by Tenant and/or its contractors, subcontractors, agents, employees, licensees or invitees of any petroleum product or hazardous material or Hazardous Substance on, upon or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law or any release of any petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; and (e) any wrongful or intentional or negligent act or omission on the part of Tenant or its contractors, subcontractors, agents, employees, licensees or invitees, which would cause the Landlord or the City of Sheboygan not to be in compliance with the restrictive covenants applicable to the Premises set forth in that certain Wisconsin Department of Natural Resources Certificate of Completion issued February 2010. Notwithstanding the foregoing, Tenant and its members, directors, officers and employees shall not be liable for any Costs arising from any acts or omissions on the part of the Landlord and/or its contractors, subcontractors, agents, or employees. In addition, the Tenant, its members, officers, directors, employees and their contractors, subcontractors and agents shall not be liable for any release, during the course of construction of any building and/or improvements on the Premises, of any petroleum product, hazardous

material or Hazardous Substance located on, under or within the Premises on the Commencement Date, as long as the Tenant and its contractors, subcontractors and agents were using due care during the course of construction.

The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable Environmental Law.

The Landlord and/or the City of Sheboygan shall have the right, at its cost, to inspect the Premises not less than once each year in order to assure that the Premises are in compliance with the restrictive covenants applicable to the Premises set forth in that certain Wisconsin Department of Natural Resources Certificate of Completion issued February 2010. In making these inspections, the Landlord and/or the City will use its best efforts not to unreasonably interfere with the operation of the businesses located on the Premises. The Tenant, at its cost and expense, shall be responsible for all maintenance and repair of the engineered barrier within the Premises.

ARTICLE VIII
EFFECT OF CONDEMNATION

Section 8.01. Total Condemnation. In the event that the entire Premises, or such part of the Premises as will render the remainder untenantable, shall be appropriated or taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, this Lease shall terminate and expire as of the date of taking. In such event, the parties agree to cooperate in applying for and prosecuting any claim for such taking and further agree, that the aggregate net award shall be paid to Tenant (or if required, to any mortgagee of Tenant). In the event of such condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

Section 8.02. Partial Condemnation. In the event of a partial taking (or purchase) of the Premises which make restoration of the buildings and improvements impracticable or the operation of such buildings and improvements after restoration economically unfeasible, then Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date one

hundred eighty (180) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease. In the event of such partial condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

ARTICLE IX
DEFAULT

Section 9.01. Tenant's Default Prior to Completion of Improvements. Any default of Tenant which occurs under this Lease prior to the issuance of the final Certificate of Completion to be issued shall be deemed a default under this agreement if such failure continues for more than sixty (60) days after written notice of such failure is delivered to Tenant, or in the event of a default which cannot with due diligence be cured within such sixty (60) day period, Tenant fails to commence the curing of such default with due diligence during such sixty (60) day period and to diligently prosecute to completion the curing of said default within a reasonable time thereafter. The remedies available to the Landlord under this Lease shall be cumulative, and the exercise by it of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the Tenant.

Section 9.02. Tenant's Default After Completion of Improvements. After the issuance of the final Certificate of Completion to be issued, and default of Tenant not cured within: (a) thirty (30) days of written notice of default in the payment of rent or in the payment of other charges as required herein; or (b) sixty (60) days after written notice of such failure is delivered to Tenant, or in the event of a default which cannot with due diligence be cured within such sixty (60) day period, Tenant fails to commence the curing of such default with due diligence during such sixty (60) day period and to diligently prosecute to completion the curing of said default within a reasonable time thereafter, Landlord shall, in addition to any other rights or remedies provided by law including, but not limited to appointment of a receiver, have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or

pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b) hereof, is less than that to be paid by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous default. Should Landlord at any time terminate this Lease for any default, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such default, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Landlord agrees to give Tenant's mortgagee concurrent notice of default and a concurrent right to cure in accordance with the foregoing provided that Tenant gives Landlord written notice of the name and address of any such mortgagee. The name and address of Tenant's initial mortgagee, if any, is set forth in Section 12.06.

Section 9.03. Notice of Landlord's Default. Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants or conditions of this Lease unless Tenant shall first give to Landlord sixty (60) days written notice of such failure, or in the event of a default which cannot with due diligence be cured within such sixty (60) day period, Landlord fails to commence the curing of such default with due diligence during such sixty (60) day period and to diligently prosecute to completion the curing of said default within a reasonable time thereafter.

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X
ASSIGNMENT AND SUBLETTING AND ESTOPPEL CERTIFICATES

Section 10.01. Tenant's Assignment and Transfer.

(a) Prior to substantial completion of each Phase of the Project as certified by City in the form of a final Completion Certificate for such Phase of the Project and without the prior written approval of City, as further described in the Cooperation Agreement:

(i) there shall be no transfer of ownership interests in Tenant(including any of its constituent organizations or Affiliates, as defined in the Cooperation Agreement) by any party owning ten percent (10%) or more of the ownership interests in Tenant (which term shall be deemed for the purposes of this and related provisions to include successors in interest);

(ii) nor shall any such owner suffer any such transfer to be made;

(iii) nor shall there be or be suffered to be by Tenant, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of Tenant or the degree thereof, by any other method or means.

(b) Prior to issuance of the Completion Certificate for Phase I of the Project, Tenant shall not assign or transfer this Lease without Landlord's prior, written consent. Following issuance of the Certificate of Completion for Phase I of the Project, Tenant shall have the right to assign this Lease or sublet all or any portion of the Premises and all or any portion of the buildings and improvements; provided, that no such assignment or subletting shall relieve Tenant of any obligation set forth herein. Notwithstanding the foregoing, Tenant's mortgagee shall have the unqualified right to assign the Tenant's rights under the Lease upon default under the Tenant's mortgagee's mortgage/security interest, except as otherwise prohibited or restricted by applicable law. Tenant's mortgagee shall provide Landlord with prior written notice of such assignment.

Section 10.02. Tenant's Subleasing. Tenant shall have the right to sublease portions of the Premises without Landlord's prior approval provided that such subleasing meets the following requirements:

(a) The term of the sublease shall not exceed the original term of this Lease; and

(b) The subtenant's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof; and

(c) The subleasee shall execute and deliver to Landlord a document in form and content acceptable to Landlord,

acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease.

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval, which approval shall not unreasonably be withheld.

Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease. Notwithstanding the foregoing, the provisions of this Section 10.02 shall apply only to an express sublease of this Lease, and not to leases of residential units in Tenant's ordinary course of business.

Section 10.03. Landlord's Assignment. Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound by the terms of this Lease, and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

Section 10.04. Estoppel Certificates. Landlord shall, within ten (10) days after request by Tenant, certify by written instrument, duly executed, acknowledged, and delivered to the requesting party, that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and any other charges have been paid, the date of expiration of the current term, the rent then payable under this Lease, and whether or not, to the actual knowledge of the officer executing such certificate on behalf of Landlord, whether Tenant is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge, confirming the rights of a mortgagee hereunder and such other matters reasonably requested by Tenant. Upon request by Tenant, Landlord shall execute subordination agreements, subordinating Landlord's interest herein to creditors' security interests in and to personal property owned by Tenant and such other commercially reasonable interests as may from time to time be requested.

ARTICLE XI
RIGHT OF FIRST OFFER AND OPTION TO PURCHASE

Section 11.01. Tenant's Option to Purchase. Tenant shall have a one-time option to purchase the Premises ("Option to Purchase") exercisable at any time from the Commencement Date

through and including the date which is the tenth (10^{th}) anniversary of the Commencement Date ("Option Deadline"). Tenant may exercise the Option to Purchase by delivering written notice to Landlord ("Exercise Notice") on or before the Option Deadline. The purchase price at which Tenant exercises its Option to Purchase under this Section 11.01 shall be $250,000 (the "Option Purchase Price"). If Tenant elects to proceed, the closing of the purchase transaction contemplated hereunder shall be held on a date agreed to by Landlord and Tenant or on or before the sixtieth (60th) day after the date of the Exercise Notice. If Tenant fails to exercise the Option to Purchase, the Option to Purchase shall automatically terminate and be of no further force or effect.

ARTICLE XII
MISCELLANEOUS

Section 12.01. Accord and Satisfaction. No payment received by Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

Section 12.02. Entire Agreement. This Lease and Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises provided, however, that prior to issuance of the Certificate of Completion called for in the Redevelopment Agreement, this Lease shall also be subject to the terms and conditions set forth in the Redevelopment Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 12.03. No Partnership. Landlord does not in any way become a partner, joint venturer or member of a joint enterprise with Tenant.

Section 12.04 Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

Section 12.05. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant unless the waiver be in writing.

Section 12.06. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered as follows:

Redevelopment Authority of the
City of Sheboygan, Wisconsin
828 Center Avenue, Suite 104
Sheboygan, WI 53081
Attention: Executive Director

Any notices given or required to be given to Tenant shall be sent or personally delivered as follows:

_____

Any notices given or required to be given to Tenant's mortgagee shall be sent or personally delivered as follows:

_____

_____

_____

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other parties.

Section 12.07. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 12.08. Memorandum of Lease. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office

of the Register of Deeds for Sheboygan County, Wisconsin.

Section 12.09. Consent Not To Be Unreasonably Withheld. Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

Section 12.10 Quiet Title. Landlord covenants, represents and warrants that Landlord is seized in fee title to the Premises subject to the encumbrances, easements, rights of way, reservations, restrictions, covenants, limitations and conditions of record; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the Premises throughout the Term. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof.

Section 12.11. Remedies Cumulative. All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 12.12. Binding Effect. The covenants and agreements contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

Section 12.13. Applicable Law. This Lease shall be governed by the laws of the State of Wisconsin.

Section 12.14. Holding Over. Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month-to-month at twice the rental amount and otherwise on the same terms and conditions hereof.

Section 12.15. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed and delivered in duplicate as of the date and year first set forth above.

LANDLORD:
REDEVELOPMENT AUTHORITY
OF THE CITY OF SHEBOYGAN, WI

By: _____
Roberta Filicky-Peneski
Chairperson

TENANT:

By: _____

Attest: _____

Chad D. Pelishek
Executive Director

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this _____ day of _____, 2016, before me personally appeared Roberta Filicky-Peneski and Chad D. Pelishek, to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Chairperson and Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate named in and which executed the foregoing Ground Lease, and that the seal affixed to the Ground Lease is the corporate seal of said corporation, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Roberta Filicky-Peneski and Chad D. Pelishek acknowledged before me the Ground Lease to be the free act and deed of said corporation.

_____
Notary Public
Sheboygan County, Wisconsin
My commission expires:_____

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this _____ day of _____, 2016, before me personally appeared _____ who executed the foregoing Ground Lease and acknowledged before me that he executed the same as his free act and deed.

_____
Notary Public
Sheboygan County, Wisconsin
My commission is permanent

This instrument was drafted by
_____
_____

lease/-groundlease033114

Exhibit "A"

Exhibit "B"

[SOUTH PIER DESIGN GUIDELINES]

EXHIBIT "C"

[WISCONSIN DNR APPROVED MATERIAL HANDLING & ENGINEERED BARRIER PLAN DATED MAY 19, 2003

City Copy

ORIGINAL

City of Sheboygan
spirit on the lake.

February 15, 2016

Mr. David Griffith
South Pier Sheboygan, LLC
10060 W. Loomis Road
Franklin, WI 53132

Re: Exclusive Right to Negotiate – South Pier District: Internal Parcels

Dear Mr. David Griffith:

Thank you for your interest developing the interior parcels which represents about 4.52 acres of developable space as outlined in Attachment A on South Pier.

The City of Sheboygan/Redevelopment Authority (RDA) hereby grants South Pier Sheboygan, LLC and its affiliates an Exclusive Right to Negotiate the purchase of the Property. This Exclusive Right to Negotiate will be in effect from the date of this letter or until Monday, August 1, 2016.

This right is conditioned upon your continued attention to your proposed development and its design, cost, financing, and other details and your regular communication with our Planning Department.

The City/RDA will hold the Property off the market, and will not discuss or negotiate its possible development with anyone not associated with your proposed development, during the period of this Exclusive Right to Negotiate.

To help your architect and/or contractor prepare the plans and realistic cost estimates, the City/RDA also hereby grants South Pier Sheboygan, LLC a Right of Entry to conduct site survey and any other surveys necessary. The City/RDA proposes the following timeline for milestones related to the project:

- March 21, 2016: Developers Agreement and final negotiations complete and ready to be submitted to the Common Council.
- July 15, 2016: All City Approvals and building permits issued
- August 31, 2016, Deadline to begin construction

If any milestone is not met, either party may, at any time, with 30-day written notice, terminate this Exclusive Right to Negotiate agreement. At its discretion, the City/RDA may grant an extension of the negotiation period if, in its opinion, satisfactory progress is being made.

Should you choose to exercise this Right of Entry, please note that it is granted under the following conditions:

- Entry is at your own risk;

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

828 Center Avenue,
Suite 104
Sheboygan, WI 53081

920-459-3377 (Phone)
920-459-7302 (Fax)

ORIGINAL

- You will notify the City Development Department before accessing the property.
- You will indemnify and hold the City harmless from any and all claims that may result from your occupancy, and you will provide a scope of work prior to any testing you undertake;
- You will provide the City with an insurance certificate with satisfactory limits, with the City named as an additional insured;
- After completion of the investigation, the Property will be restored to a condition that is substantially similar to its condition prior to occupancy;
- Copies of all environmental and geotechnical results will be provided to the City; and
- The Right of Entry will terminate at 5:00 p.m. on August 1, 2016.

Please acknowledge the terms and conditions of this Exclusive Right to Negotiate and Right of Entry by signing this letter and returning it to me. It will be effective upon my receipt.

We hope this Exclusive Right to Negotiate and Right of Entry will facilitate preparation of a feasible plan for your project. If you have any questions or need additional assistance, please contact Chad Pelishek, Director of Planning and Development at (920) 459-3383.

Sincerely,

CITY OF SHEBOYGAN

Michael Vandersteen
Mayor

Susan Richards
City Clerk

REDEVELOPMENT AUTHORITY

Roberta Filicky-Peneski
Chairperson

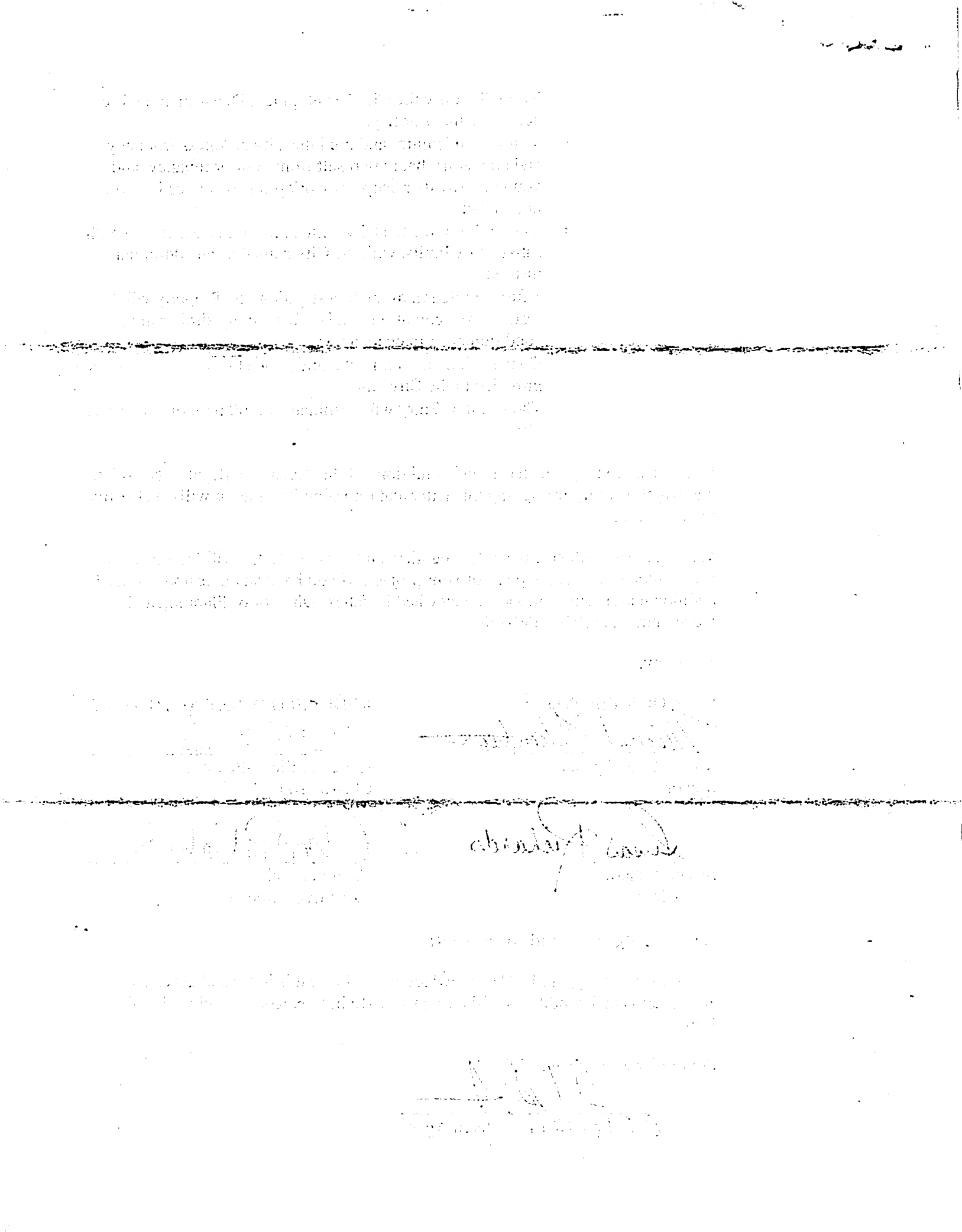
Chad Pelishek
Executive Director

Acknowledgement and Agreement:

South Pier Sheboygan, LLC acknowledges receipt of this letter and accepts the above terms and conditions of the Exclusive Right to Negotiate and Right of Entry.

South Pier Sheboygan, LLC

By: _____
David Griffith Registered Agent



Attachment A



II

R. O. No. ___ - 15 - 16. By REDEVELOMENT AUTHORITY. April 18, 2016.

Your Commission to whom was DIRECTLY REFERRED Res. No. 192-15-16 by Alderperson Hammond approving the terms and conditions of the Development Agreement between the City of Sheboygan, Redevelopment Authority and South Pier Sheboygan, LLC; wishes to report this matter was discussed at the Redevelopment Authority Meeting on April 13, 2016 and after due consideration, recommends approval of the Resolution.

reg

III

DIRECT REFERRAL

Res. No. 192 - 15 - 16. By Alderperson Hammond. April 11, 2016.

A RESOLUTION approving the terms and conditions of the Development Agreement between the City of Sheboygan, Redevelopment Authority and South Pier Sheboygan, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Developers Agreement between South Pier Sheboygan, LLC and the City of Sheboygan/Redevelopment Authority, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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

France & Redevelopment Auth

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

COOPERATION AGREEMENT
FOR THE
CONVEYANCE AND PRIVATE DEVELOPMENT
OF LAND

(South Pier Townhomes Project)

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COOPERATION AGREEMENT

FOR THE

CONVEYANCE AND PRIVATE DEVELOPMENT

OF LAND

(South Pier Townhomes Project)

AGREEMENT, made this _____ day of _____, 2016, by and among the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin , the Redevelopment Authority of the City of Sheboygan, a public body corporate and politic organized and existing under the laws of the State of Wisconsin ("RDA"), South Pier Sheboygan, LLC, a Wisconsin limited liability company ("SPS") and _____, [an "S" corporation and affiliate of SPS] ("S"), (collectively, SPS and S are referred to herein as "Developer").

WITNESSETH

WHEREAS, the South Pier District is within the boundaries of Tax Incremental District No. 6 – Harbor Centre Redevelopment Area ("TID-6") and Amendment No. 2 to the TID-6 Project Plan provides for the funding of development incentives as TID-6 Project Costs; and

WHEREAS, RDA is the owner of certain real property located within the South Pier District, generally bounded by South Pier Drive, Illinois Avenue and Blue Harbor Drive, which includes four interior parcels with an aggregate area of approximately 4.52 acres, which are depicted as Lots 6, 7, 8 and 9 on EXHIBIT A (the "Project Site"); and

WHEREAS, the RDA is also the owner of two public parking lots located immediately adjacent to the Project Site, with an aggregate area of approximately 2.48 acres, which are depicted on EXHIBIT B (the "Parking Lots"); and

WHEREAS, Developer proposes to construct its South Pier Townhomes Project (the "Project") on the Project Site in two phases, with Phase I of the Project, consisting of approximately 52 residential units, to be constructed on Lots 6 and 7 of the Project Site and with Phase II of the Project, consisting of approximately 36 residential units, to be constructed on Lots 8 and 9 of the Project Site; and

WHEREAS, RDA is willing to convey the Project Site to Developer pursuant to the terms of a ground lease in substantially the form attached as EXHIBIT C (the "Ground Lease") in order to promote implementation of the Project; and

WHEREAS, RDA is willing to execute and deliver to Developer an access easement over the Parking Lots in substantially the form attached as EXHIBIT D (the "Parking Lot Easement") in order to provide access to the Project Site and to promote development of the Project; and

WHEREAS, City is willing to provide a development incentive to the Project by

depositing $1,710,000 TID-6 Funds into an escrow and disbursement agreement in substantially the form attached as EXHIBIT E (the "Disbursing Agreement") for disbursement to S as Project costs are incurred; and

WHEREAS, it is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals (Conditional Use/Architectural Review	June 2016
Issuance of Building Permits for Phase 1	July 2016
Start of Construction for Phase 1	August 2016
Substantial Completion for Phase 1	April 2017
Issuance of Building Permits for Phase 2	July 2017
Start of Construction for Phase 2	August 2017
Substantial Completion for Phase 2	April 2018

WHEREAS, this Agreement permits SPS to undertake the Project in cooperation with various Affiliates in consideration of SPS's covenant to direct the operations of all of its Affiliates involved in the Project. CITY and RDA acknowledge that they will rely upon SPS, both as the primary developer of the Project and for the performance of all substantive obligations under this Agreement, notwithstanding the fact that title to portions of the Project may be held by SPS's Affiliates; and

WHEREAS, City and RDA believe that the development of the Project Site through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City, RDA and the health, safety and welfare of City's residents.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

"Affiliate" means a person, entity or entities directly or indirectly under the same control or management as SPS or a person, entity or entities controlling or managing SPS.

"City Investment" means the amount of $1,710,000, to be made available by City from TID-6, or such other sources as may be determined by City, in order to allow the City, RDA and Developer to implement the Project in accordance with this Agreement. References in this Agreement to City Investment shall include the Initial City Investment and Subsequent City Investment.

"Completion Certificate" means a certificate in substantially the form attached as EXHIBIT F.

"Disbursing Agreement" means an Escrow Disbursement Agreement, dated even herewith, in substantially the form attached as EXHIBIT E.

"Ground Lease" means a ground lease, dated even herewith, in substantially the form attached as EXHIBIT C.

"Hard Costs" means _____.

"Initial City Investment" means up to $1,008,900.

"Parking Lots" means two public parking lots located immediately adjacent to the Project Site which are depicted on Exhibit D.

"Parking Lot Easement" means access an easement over the Parking Lots, dated herewith, in substantially the form attached as EXHIBIT D.

"Phase" means each phase of the Project currently contemplated by Developer, as depicted on the Project Site Plan and described on the Project Timetable. The Phases may be revised from time to time during the term of this Agreement with the written approval of City.

"Project" means the project more particularly described in Article II hereof.

"Project Documents" means the instruments, agreements and documents listed on EXHIBIT G.

"Project Plans" means plans and specifications for the Project, including separate final plans and specifications for each Phase of the Project, which are subject to the approval of City.

"Project Site" means the real Project Site described on EXHIBIT A attached hereto.

"Project Site Plan" means a site plan for the Project Site, depicting the two Phases as currently contemplated by Developer, attached as EXHIBIT H. The Project Site Plan may be revised from time to time during the term of this Agreement with the written approval of City.

"Project Timetable" means the preliminary schedule for implementation of the Project set forth in the "Whereas" clause above. The Project Timetable may be revised from time to time during the term of this Agreement, provided that material changes shall be subject to the written approval of City.

"Soft Costs" means _____.

"Substantial Completion" means _____.

"Subsequent City Investment" means up to $701,100.

"TID-6" means Tax Incremental District No. 6 – Harbor Centre Redevelopment Area.

"Unit Started" means footings, foundation and slab up to grade.

1.2 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The table of contents, captions, and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction, or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

2. PROJECT DESCRIPTION

The Project consists of the construction of an approximately 88 unit townhouse development with approximately 232 parking spaces in two phases. Phase I will include construction of an estimated 52 townhome units with approximately 129 parking spaces in the areas depicted as "Development C" and "Development D" on the Project Site Plan. Phase II will include construction of an estimated 36 townhome units with approximately 103 parking spaces in the area depicted as "Development A" and "Development B" on the Project Site Plan. The total estimated Project cost for both Phases is approximately $11,500,000. Developer contemplates the use of first mortgage financing for 70% of Project costs with the remaining 30% of Project costs to be comprised of a Developer contribution of $1,710,000 and the City Investment.

3. DEVELOPER OBLIGATIONS

3.1 Developer Obligations. During the term of this Agreement, and with respect to each Phase, Developer shall, in accordance with the Project Timetable:

(a) Submit any revisions to the Project Plans and Project Timetable to City for approval.

(b) Submit to the City, in a form reasonably satisfactory to the City, evidence that Developer has received all federal, state and local agency approvals which are necessary to undertake the construction of the Project.

(c) Secure the written approval of City of final Project Plans for each Phase of the Project.

(d) Undertake the Project in Phases and in a manner generally consistent with the Project Description and the Project Plans, and substantially complete each such Phase in accordance with the Project Timetable,

(e) As development of the Project proceeds, submit to City, as appropriate and required, copies of any material changes, additions, and/or refinements to the plans and

specifications for the Project and, with respect to any change, addition, or refinement that constitutes a material modification to the Project description, as theretofore revised or amended, obtain the prior written consent City.

(f) Execute and deliver all Project Documents to which it is a party.

4. SPS COVENANTS

4.1 Affiliates. SPS shall direct the operations of each of its Affiliates involved in the Project to assure performance of all substantive obligations of SPS under this Agreement notwithstanding the fact that title to portions of the Project may be held by SPS's Affiliates from time to time. In addition, upon City's written request, SPS shall direct its Affiliates to join in and to execute Project Documents which relate to portions or Phases of the Project to be undertaken by such Affiliates. The parties contemplate that SPS's Affiliate S will be party to the Disbursement Agreement and receive disbursements of City Investment as Project costs are incurred.

5. EASEMENTS AND CONVEYANCES

The parties acknowledge that upon execution and delivery of this Agreement RDA will, pursuant to the Ground Lease, execute a metes and bounds conveyance of the Project Site to Developer in order to accommodate closing on financing for the Project and the commencement of construction of Phase I. Developer, as a condition to securing financing for the Project, has committed to its lender to initiate a certified survey map to further divide and delineate the various parcels included in the Project Site. Such certified survey map is a Project Document.

The parties agree to cooperate in the finalization of the certified survey map in conjunction with the finalization of plans and specifications for the Project pursuant to Section 11. The parties further agree to execute and record such documents as may be necessary to substitute new legal descriptions referencing the recorded certified survey maps for the initial metes and bounds legal descriptions and area depictions attached to the recorded Ground Lease and Parking Lot Easement.

CITY and RDA will also assist Developer in the finalization of all additional easements and conveyances necessary to implement the Project.

6. CITY OBLIGATIONS

6.1 During the term of this Agreement City shall undertake the following, in accordance with the Project Timetable:

(a) Initial City Investment. Directly fund the City Investment hereunder through the deposit of $1,710,000 pursuant to the terms of the Disbursement Agreement, for disbursement to S in order to allow Developer to commence the Project as provided herein.

(b) Assist Developer in obtaining as expeditiously as possible, all permits, approvals, variances, licenses, certificates, inspections, and consents that may be necessary or desirable to enable Developer to commence and carry out all obligations and actions under this

Agreement and the Project Documents; provided that nothing contained herein shall be deemed to limit or waive the City's independent right and authority to review and consider each request for such approvals.

(c) Within twenty (20) business days following submission of final plans and specifications for each Phase by Developer, either provide Developer with City's written approval of said plans and specifications or a written explanation of the modifications necessary in order to secure such approval.

(d) Execute and deliver all Project Documents to which it is a party.

(e) Approve disbursement of funds under the Escrow Disbursement Agreement subject to Developer's compliance with the requirements of this Agreement and the Escrow Disbursement Agreement.

7. RDA OBLIGATIONS

7.1 During the term of this Agreement, RDA shall undertake the following in accordance with the Project Timetable:

(a) Assist Developer in obtaining as expeditiously as possible, all permits, approvals, variances, licenses, certificates, inspections, and consents that may be necessary or desirable to enable Developer to commence and carry out all obligations and actions under this Agreement and the Project Documents.

(b) Through the provision of staff assistance, aid Developer in the finalization of any Developer actions required by this Agreement.

(c) Execute and deliver all Project Documents to which it is a party.

8. CONDITIONS PRECEDENT

8.1 The parties obligations to execute and deliver this Agreement and the Project Documents referenced herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions:

(a) Project Site Conveyance. Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will accept conveyance of the Project Site under this Agreement.

(b) Financing Contingency. Developer obtaining and delivering pursuant to the following section, a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.

(i) City Contribution. Notwithstanding other costs and expenses paid or incurred as of the date of this Agreement and in order for this Project to occur, based on a total project cost of $11,500,000 consisting of both hard costs in the amount of approximately $10,485,000 and soft costs in the amount not-to-exceed $1,015,000, the City is responsible to pay for 15% of the total cost not to exceed $1,710,000 divided by 88 units or $19,432 per unit, when the Building Inspector has certified the number of Units Started per phase of the Project.

(ii) Evidence of Equity Capital and Bank Mortgage Financing. As promptly as possible, but not later than the date of this Agreement, Developer shall submit to City evidence reasonably satisfactory to City that Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project.

(c) Environmental. City delivering to Developer, within fifteen (15) days prior to execution of this Agreement, all environmental information in the possession of City and/or City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to proceed is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the date of this Agreement, that (i) such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Project Site to which Developer may object or (ii) Developer, at its expense, after reviewing for its own purposes and satisfying such requirement for Developer's lender, the environmental Phase II or soil and groundwater tests inspections, determines to move forward with the Project.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Project Site, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Project Site, Developer may, in Developer's sole discretion, accept conveyance of the Project Site "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.

(d) Title. RDA delivering to Developer, within 10 days prior to the date of this Agreement, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Commitment") with respect to the Project Site, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Commitment shall be paid by RDA).

Within ten (10) days after Developer's receipt of the Title Commitment, Developer shall notify RDA in writing of any unacceptable exceptions which are disclosed in the Title Commitment. The Title Commitment shall contain such endorsements required by Developer, which endorsements shall be obtained at Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and RDA shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that RDA is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the Title Commitment will be paid or satisfied by RDA or insured over by the Title Company on or prior to execution and delivery of the Ground Lease.

In the event that RDA elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that RDA elects not to cure any defect or disapproved matter, Developer may, within ten (10) days after receipt of written notice from RDA that RDA has been unable to cure or is unwilling to cure and accept conveyance of the Project Site "as-is."

(e) Survey. Developer's receipt, of a current survey of the Project Site (the "Survey") from RDA made by a surveyor licensed in the State of Wisconsin. Developer shall notify City and RDA in writing of any unacceptable exceptions which are disclosed in the Survey. In the event Developer disapproves of any matter pertaining to the Survey, Developer may request and City and RDA shall, upon receipt of written request from Developer, use their best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that City and RDA are attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to the Survey shall be extended for a commensurate period.

If such Survey continues to show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Project Site, as determined by Developer, within Developer's sole discretion, Developer may accept conveyance of the Project Site "as-is" despite the existence of such condition on the Survey.

9. SPECIAL PROVISIONS

9.1 Minimum Hard Cost Investment. Developer shall utilize the Project Site by constructing the Project and all related improvements, at a minimum hard cost of Ten Million Four Hundred Eighty-Five Thousand and 00/100 Dollars ($10,485,000.00) dollars] (the "Minimum Hard Cost Investment").

The Minimum Hard Cost Investment includes hard costs for construction of all buildings and other improvements on Project Site and leasehold improvements together with all other costs incurred by Developer or its successors or assigns, in connection with the Project, on or before the final completion date of construction of the Project on the Project Site as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Project Site.

Any provision of this Agreement to the contrary notwithstanding, City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Hard Cost Investment requirements by the dates set forth in the Project Timetable shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Project Site not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Project Site, or a time period commensurate with the period of delay, as the case may be.

10. RIGHTS OF ACCESS TO PROJECT SITE

10.1 Right of Entry for Utility Service. City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Project Site at all reasonable times and upon reasonable advance written request, for the purpose of reconstructing, maintaining, repairing, or servicing public utilities located within the Project Site boundary lines and provided for in easements of record.

10.2 Developer Not to Construct Over Utility Easements. Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by City, and unless Developer indemnifies and agrees to hold harmless City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

10.3 Access to Project Site. After the conveyance of the Project Site by RDA to Developer, pursuant to the Ground Lease, upon reasonable advance written request, Developer shall permit the representatives of City access to the Project Site at all reasonable times which City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Project. No

compensation shall be payable nor shall any charge be made in any form for the access provided for in this section.

11. CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

11.1 Plans for Construction of Improvements. Plans and specifications with respect to the development of the Project Site and the construction of the Project thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, Developer shall submit to City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule for Phase I (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to Phase I of the Project to be constructed by Developer on the Project Site, in sufficient completeness and detail to show that such improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by City thereof shall be required for Phase I except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by City.

If City, in its reasonable discretion, rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by City, which approval shall not be unreasonably withheld or delayed, provided, that in any event Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by City, no later than ninety (90) days after the date Developer receives written notice from City of City's first rejection of the original Construction Plans submitted to it by Developer.

All work with respect to the Phase I of the Project to be constructed or provided by the Developer on the Project shall be in material conformity with the Construction Plans as approved by City.

11.2 Changes in Construction Plans. If Developer desires to make any material change in the Construction Plans for either Phase after their approval by City, Developer shall submit the proposed change to City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 11.1 hereof with respect to such previously approved Constructions Plans, City shall approve the proposed change and notify the

Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by City unless rejection thereof, in whole or in part, by written notice thereof by City to Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of City's receipt of notice of such change.

11.3 Progress Reports. Subsequent to the conveyance of the Project Site, or any part thereof, to Developer, and until construction of the Project has been completed, Developer shall make monthly reports, in such detail as may reasonably be requested by City, as to the actual progress of Developer with respect to such construction.

11.4 Phase II. The procedures, terms and conditions set forth in this Section shall also separately apply to the submission and approval of Construction Plans for Phase II of the Project.

12. RESTRICTIONS UPON USE OF PROJECT SITE

12.1 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Project Site, or any part thereof, and any conveyance shall contain covenants on the part of Developer for itself, and such successors and assigns, that Developer, and such successors and assigns, shall:

(a) devote the Project Site to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-five (25) years from date of completion of the Project; and

(b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Project Site or any improvements erected or to be erected thereon, or any part thereof.

12.2 Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and any conveyance shall so expressly provide, that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, City and any successor in interest to the Project Site, or any part thereof, against Developer, its successors and assigns and every successor in interest to the Project Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

12.3 City Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that City and its governmental successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 12.1 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided in Section 12.1. Such agreements and covenants shall (and any conveyance shall so state) run in favor of City for the entire period during which

such agreements and covenants shall be in force and effect, without regard to whether City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

13. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

13.1 Representations as to Project. Developer represents and covenants that its acceptance of the conveyance of the Project Site, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Project Site and not for speculation in land holding. The Developer further recognizes that, in view of the importance of the development of the Project Site to the general welfare of the community that the qualifications and identity of Developer are of particular concern to the community and City. Developer further recognizes that it is because of such qualifications and identity that City is entering into this Agreement with Developer and, in so doing, is further willing to accept and rely on the obligations of Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

13.2 Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to substantial completion of each Phase of the Project as certified by City in the form of a final Completion Certificate for such Phase of the Project and without the prior written approval of City:

(a) there shall be no transfer of ownership interests in Developer (including any of its constituent organizations or Affiliates) by any party owning ten percent (10%) or more of the ownership interests in Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest);

(b) nor shall any such owner suffer any such transfer to be made;

(c) nor shall there be or be suffered to be by Developer, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of Developer or the degree thereof, by any other method or means.

With respect to this provision, Developer and the parties signing this Agreement on behalf of Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

13.3 Prohibition Against Transfer of Project Site and Assignment of Agreement. For the foregoing reasons Developer represents and agrees for itself, and its successors and assigns, that:

(a) Except only by way of security for, and only for,

(i) the purpose of obtaining financing necessary to enable Developer or any successor in interest to the Project Site, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and

(ii) any other purpose or as otherwise authorized by this Agreement, Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to substantial completion of each Phase of the Project as certified by City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Project Site encompassing any uncompleted Phase, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of City, which approval shall not be unreasonably withheld or delayed.

(b) City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer (or, in the event the transfer is of or relates to part of the Project Site, such obligations to the extent that they relate to such part).

(ii) Any proposed transferee, by instrument in writing satisfactory to City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of City, have expressly assumed all of the obligations of Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to part of the Project Site, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project Site, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit City of or with respect to any rights or remedies or controls with respect to the Project Site or the construction of the Project; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project Site and the construction of the Project that City would have had, had there been no such transfer or change.

(c) There shall be submitted to City for review all instruments and other legal documents involved in effecting transfer; and if approved by City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to Developer in writing.

In the event, the transferee satisfies the foregoing conditions, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments or townhouses which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by City.

13.4 Information as to Members. In order to assist in the effectuation of the purposes of this Section, Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

(a) Developer will promptly notify City of any and all changes of greater than ten percent (10%) in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such company, or with respect to the identity of the parties in control of Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and

(b) Developer, its successors or assigns, shall, at such time or times as City may request, furnish City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of Developer, setting forth all of the members of Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in Developer their names and the extent of such interest, all as determined or indicated by the records of Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own ten percent (10%) or more interest in Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished to City annually thereafter on the anniversary of the date of this Agreement.

14. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

14.1 Limitation Upon Encumbrance of Project Site. Prior to the substantial completion of each Phase of the Project, as certified by City in the form of an Completion Certificate, neither Developer nor any successor in interest to the Project Site or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon such Phase of the Project Site, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Project Site, except for the purposes of obtaining:

(a) funds only to the extent necessary for construction of the Project; and,

(b) such additional funds, if any, unless requested by Developer and approved by City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, Developer (or successor in interest) shall notify City in advance of any financing, secured by mortgage or

other similar lien instrument, it proposes to enter into with respect to the Project Site, or any part thereof, and in any event it shall promptly notify City of any encumbrance or lien that has been created on or attached to the Project Site, whether by voluntary act of Developer or otherwise.

14.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

(a) any other party who thereafter obtains title to the Project Site or such part from or through such holder; or,

(b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;)

Shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

14.3 Copy of Notice of Default to Mortgagee. Whenever City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer in its obligations under this Agreement, City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of City.

14.4 Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 14.3 hereof, which has not been cured by Developer within seventy-five (75) days (of receiving notice of such breach or default from City, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to City, by written agreement satisfactory to City, to complete, in the manner provided in this Agreement, the Project on the Project Site or the part thereof to which the lien or title of such holder relates.

14.5 City's Option to Cure Mortgage Default. In the event of Developer failing to cure a default or breach within the applicable cure period prior to the completion of the either Phase of the Project by Developer, or any successor in interest, in or of any of its obligations under, and

to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Project Site or part thereof, City may at its option cure such default or breach, in which case City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or Developer's successors in interest of all costs and expenses incurred by City in curing such default or breach and to a lien upon the Project Site (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subordinate and subject always to the lien or liens of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Project Site authorized by this Agreement, including but not limited to, the lien of Developer's mortgage holder.

14.6 Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Project Site, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall also include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

15. REMEDIES

15.1 In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall, upon written notice from any other party, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

15.2 Vesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Project Site pursuant to the Ground Lease and prior to completion of the Project as certified by City in the form of the Completion Certificate:

(a) Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the beginning and completion thereof as set forth in this Agreement) or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months, six (6) months if the default is with respect to the date for completion of the Project) after written demand by City so to do; or

(b) Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due or within any applicable grace period, or shall place thereon any encumbrance or lien unauthorized by this Agreement or

approved by City, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to City made for such payment, removal or discharge, within:

(i) ninety (90) days after written demand by City so to do, or

(ii) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer, or;

(iii) or if, the Developer is protesting such payment of taxes and/or assessment on the Project Site and has posted adequate reserves with the title company; or

(c) there is, in material violation of this Agreement, any transfer of the Project Site or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by City to Developer;

Then City shall have the right to re-enter and take possession of the Project Site and to terminate (and vest in City) the estate conveyed to Developer, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Project Site to Developer shall be made upon, and that the Ground Lease or any deed shall contain, a condition subsequent to the effect that in the event of any such default, failure, violation or other action or inaction by Developer specified in subdivisions (a), (b) and (c) of this section, failure on the part of Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, City at its option may declare a termination in favor of City of the title, and of all the rights and interests in and to the Project Site conveyed by the Ground Lease or any deed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interest to and in the Project Site, shall revert to City. Provided, that such condition subsequent and any vesting of title as a result thereof in City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

15.3 Other Rights and Remedies of City; No Waiver by Delay. City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section. Provided, however, that any delay by City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by City with respect to any specific default by Developer under this Section be considered or treated as a waiver of the rights of City with respect to any other defaults by Developer under this Section or with respect to the particular default except to the extent specifically waived in writing.

15.4 Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither City, RDA nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, the obligations with respect to the commencement and completion of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the parties seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other parties thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

15.5 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of parties making the waiver or any other obligations of any other party.

15.6 Indemnification.

(a) Developer releases from and covenants and agrees that City, RDA, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to Project Site or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of City, RDA or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from

the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) City and RDA agree to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agree to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of City or RDA (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of City and RDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, agent, servant or employee of City or RDA, as the case may be.

16. MISCELLANEOUS

16.1 Conflict of Interests; City and RDA Representatives Not Individually Liable. No member, official or employee of City or RDA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such person is, directly or indirectly, interested. No member, official or employee of City or RDA shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement

16.2 Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

(a) Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of this nondiscrimination clause.

(b) Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense

force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

(c) Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to Developer's books, records and accounts by City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.

(d) In the event of Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be temporary suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.

(e) Developer will include the provisions of Paragraphs (a) through (d) of this Section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. Developer will take such action with respect to any construction contract, subcontract or purchase order as City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows: and the term "Developer" shall be changed to "Contractor."

16.3 Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Project Site from RDA to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

16.4 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16.5 Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments to any related entity or Affiliate of Developer; provided, however, that the members or owners of any such related entity or affiliate include one or more of the principals of SPS. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

16.6 Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by

registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of Developer, is addressed to or delivered personally to Developer at _____;

(b) in the case of City, is addressed to or delivered personally to City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

(c) in case of RDA, is addressed or delivered personally to RDA at Attention: Department of Planning & Development, 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

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

16.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf form) or similar electronic methods shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and, behalf by their duly authorized representatives as of the day first above written.

CITY OF SHEBOYGAN,
WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

_____
Susan Richards, City Clerk

DEVELOPER

BY: _____

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN

BY: _____
__Roberta-Filicky-Peneski, Chairperson

ATTEST:

_____
Chad Pelishek, Executive Director

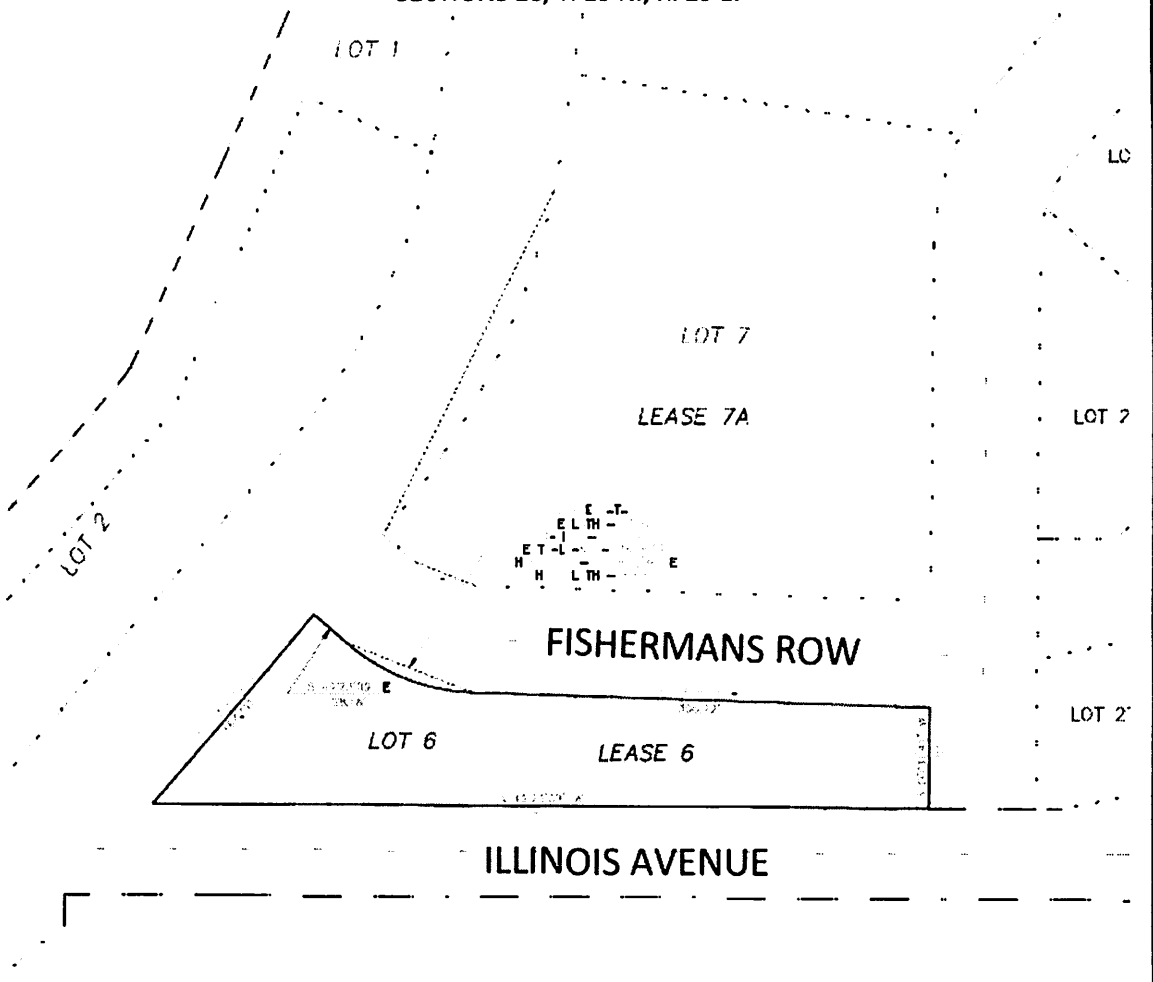
This instrument drafted by:
Thomas O. Gartner
Michael Best & Friedrich
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202

EXHIBIT A

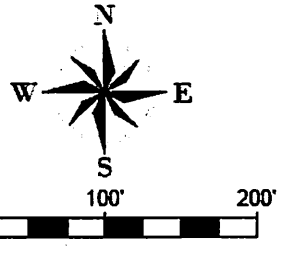
Description of Project Site

(See attached)

GROUND LEASE DESCRIPTION
LOT 6, PLAT OF SOUTH PIER
SECTIONS 26, T. 15 N., R. 23 E.

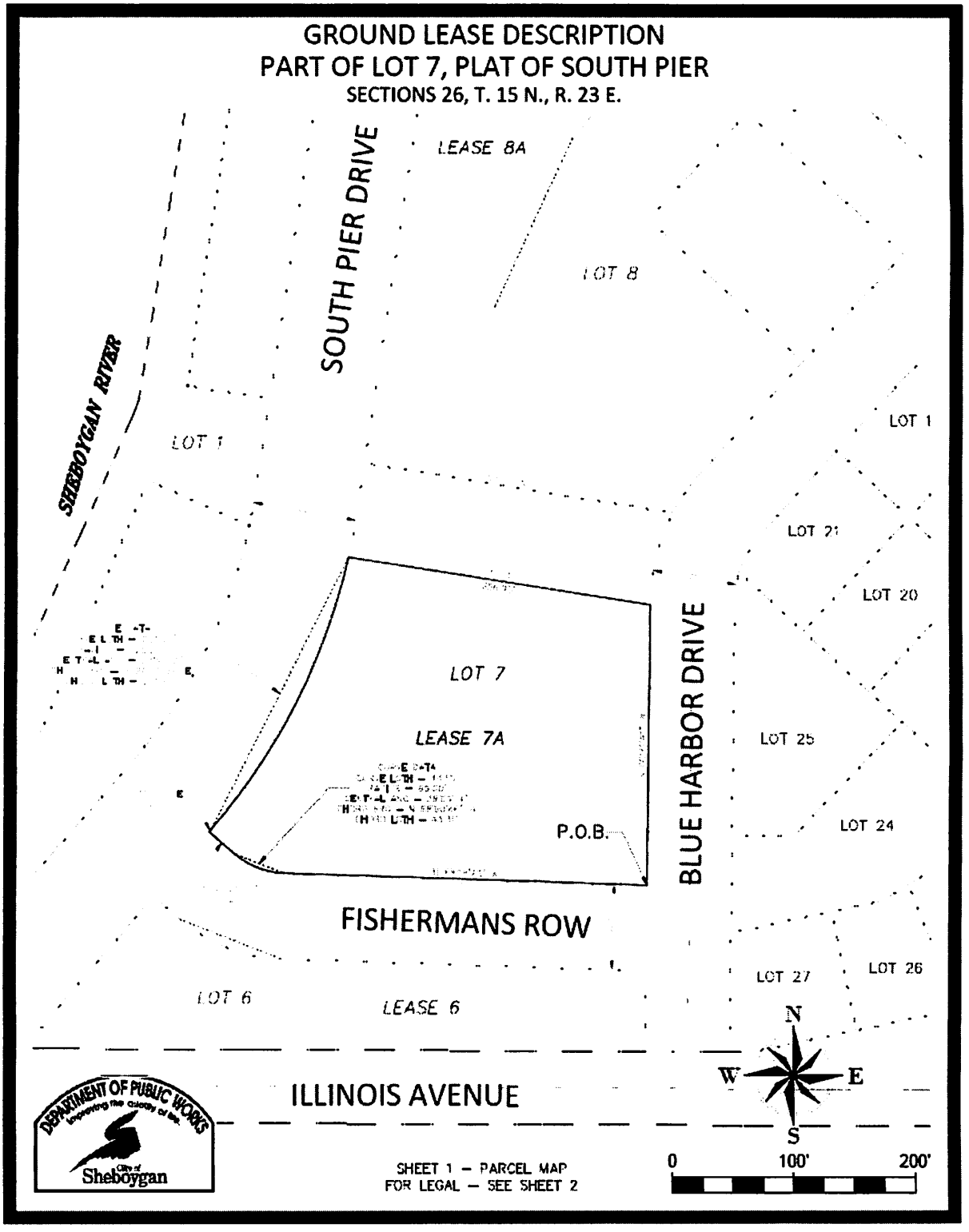


BEING LOT 6 OF THE PLAT OF SOUTH PIER, LOCATED IN THE NORTH ½ OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



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

LEGAL & PARCEL MAP


GROUND LEASE DESCRIPTION
PART OF LOT 7, PLAT OF SOUTH PIER
SECTIONS 26, T. 15 N., R. 23 E.
LEASE 8A
SOUTH PIER DRIVE
LOT 8
SHEBOYGAN RIVER
LOT 1
LOT 1
LOT 21
LOT 20
LOT 7
LEASE 7A
P.O.B.
BLUE HARBOR DRIVE
LOT 25
LOT 24
FISHERMANS ROW
LOT 27
LOT 26
LOT 6
LEASE 6
N
W
E
S
ILLINOIS AVENUE
DEPARTMENT OF PUBLIC WORKS
City of Sheboygan
SHEET 1 – PARCEL MAP
FOR LEGAL – SEE SHEET 2
0
100'
200'

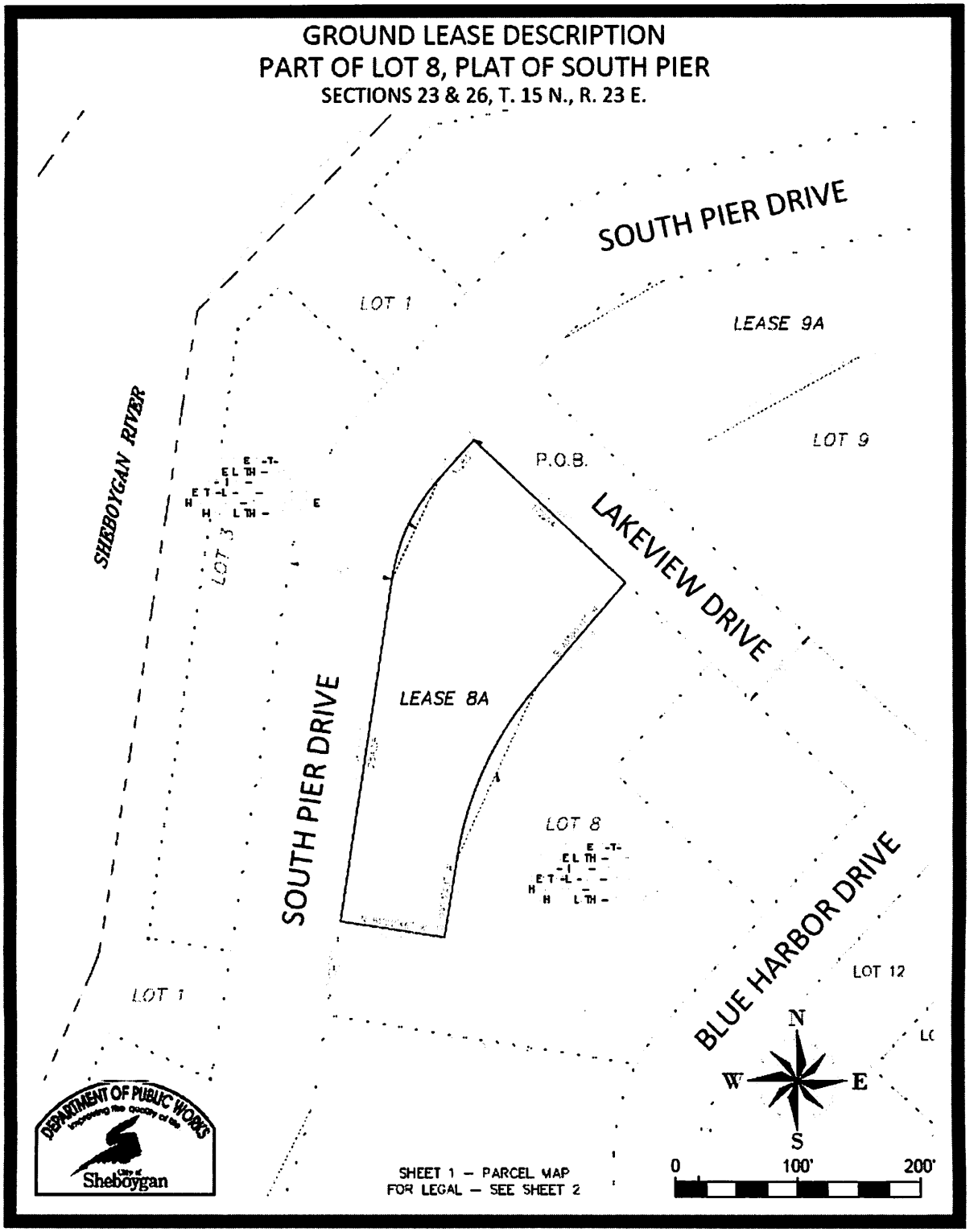
GROUND LEASE DESCRIPTION
PART OF LOT 7, PLAT OF SOUTH PIER
SECTIONS 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE PLAT OF SOUTH PIER, LOCATED IN THE NORTH ½ 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 SE CORNER OF LOT 7 OF THE PLAT OF SOUTH PIER, 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 CONTINUING ALONG SAID NORTH R/W LINE, NORTHWESTERLY 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE CONTINUING ALONG SAID NORTH R/W LINE N 49°23'09" W 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 CONTINUING ALONG SAID EAST R/W LINE, NORTHEASTERLY 254.27' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00' AND A CHORD BEARING OF N 26°42'54" E 251.80', THENCE S 81°22'46" E 256.90' 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 76,169.56 SQ. FT. OR 1.75 ACRES.

DEPARTMENT OF PUBLIC WORKS
City of Sheboygan

SHEET 2 – LEGAL DESCRIPTION
FOR PARCEL MAP – SEE SHEET 1


GROUND LEASE DESCRIPTION
PART OF LOT 8, PLAT OF SOUTH PIER
SECTIONS 23 & 26, T. 15 N., R. 23 E.
SOUTH PIER DRIVE
LOT 1
LEASE 9A
SHEBOYGAN RIVER
LOT 9
P.O.B.
LAKEVIEW DRIVE
LOT 3
LEASE 8A
SOUTH PIER DRIVE
LOT 8
BLUE HARBOR DRIVE
LOT 12
LOT 1
N
W
E
S
0
100'
200'
DEPARTMENT OF PUBLIC WORKS
Sheboygan
SHEET 1 – PARCEL MAP
FOR LEGAL – SEE SHEET 2

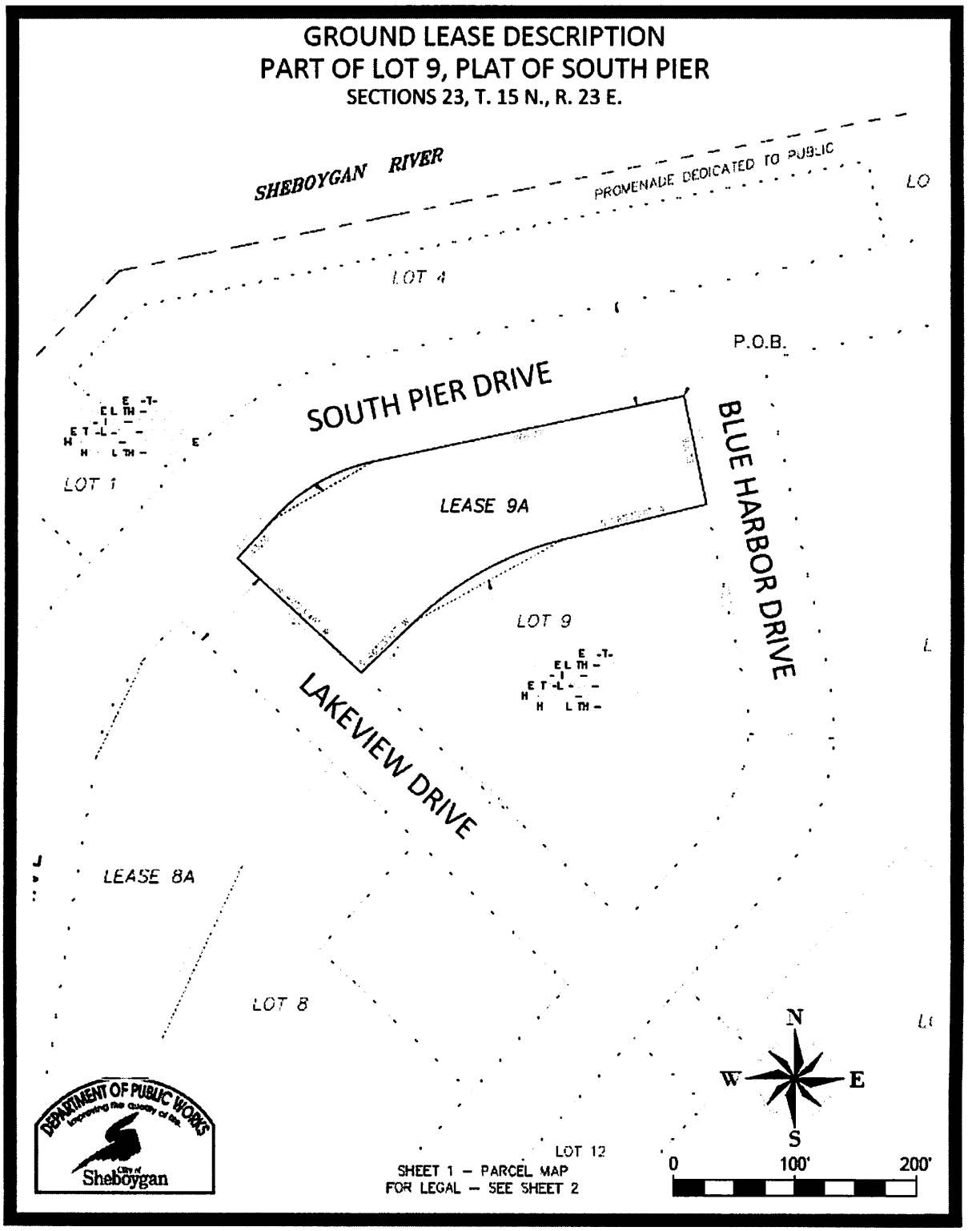
GROUND LEASE DESCRIPTION
PART OF LOT 8, PLAT OF SOUTH PIER
SECTIONS 23 & 26, T. 15 N., R. 23 E.

BEING PART OF LOT 8 OF THE PLAT OF SOUTH PIER, LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 23 AND THE NW ¼ OF THE NE ¼ OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NW CORNER OF LOT 8 OF THE PLAT OF SOUTH PIER, SAID CORNER BEING THE INTERSECTION OF THE SOUTHEAST 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 SOUTH R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 158.05' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.00' AND A CHORD BEARING OF S 25°06'57" W 156.04', THENCE S 09°13'43" W 65.66', THENCE N 81°22'46" W 87.98' 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 284.58', THENCE CONTINUING ALONG SAID EAST R/W LINE NORTHWESTERLY 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.00' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE CONTINUING ALONG SAID EAST R/W LINE N 42°36'12" E 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 46,621.86 SQ. FT. OR 1.07 ACRES.

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

SHEET 2 – LEGAL DESCRIPTION
FOR PARCEL MAP – SEE SHEET 1


GROUND LEASE DESCRIPTION
PART OF LOT 9, PLAT OF SOUTH PIER
SECTIONS 23, T. 15 N., R. 23 E.
SHEBOYGAN RIVER
PROMENADE DEDICATED TO PUBLIC
LOT 4
P.O.B.
SOUTH PIER DRIVE
BLUE HARBOR DRIVE
LEASE 9A
LOT 1
LOT 9
LAKEVIEW DRIVE
LEASE 8A
LOT 8
LOT 12
DEPARTMENT OF PUBLIC WORKS
Improving the quality of life
City of Sheboygan
SHEET 1 – PARCEL MAP
FOR LEGAL – SEE SHEET 2
N
W
E
S
0
100'
200'

GROUND LEASE DESCRIPTION
PART OF LOT 9, PLAT OF SOUTH PIER
SECTIONS 23, T. 15 N., R. 23 E.

BEING PART OF LOT 9 OF THE PLAT OF SOUTH PIER, LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF LOT 9 OF THE PLAT OF SOUTH PIER, 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 90.73', THENCE S 76°17'28" W 123.40', THENCE SOUTHWESTERLY 143.37' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 275.00' AND A CHORD BEARING OF S 61°21'20" W 141.75', 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 CONTINUING ALONG SAID SOUTH R/W LINE NORTHEASTERLY 97.27' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.00' AND A CHORD BEARING OF N 60°21'07" 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 40,887.70 SQ. FT. OR 0.94 ACRES.

DEPARTMENT OF PUBLIC WORKS
City of Sheboygan

SHEET 2 – LEGAL DESCRIPTION
FOR PARCEL MAP – SEE SHEET 1

EXHIBIT B

Description of Parking Lots

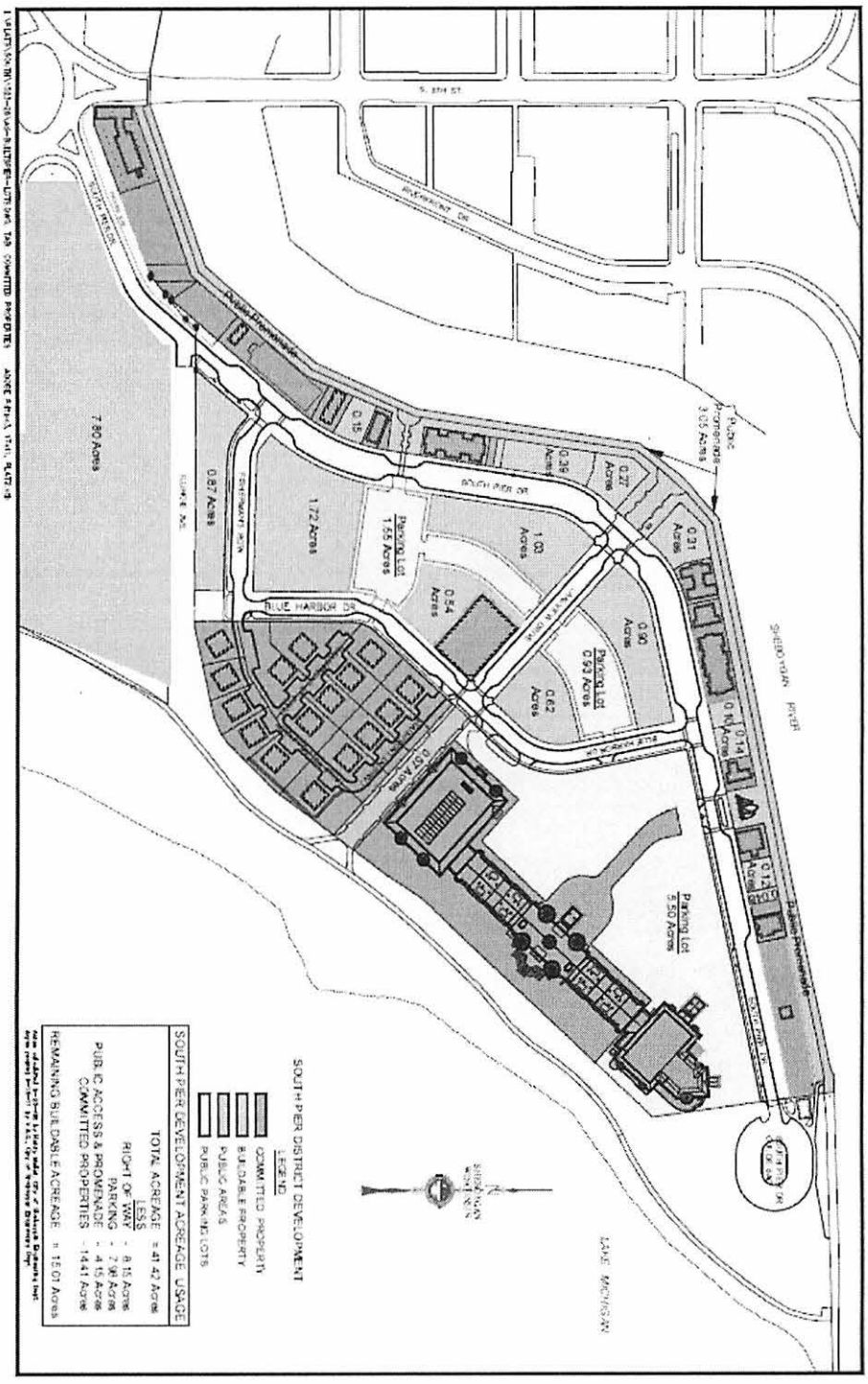


Exhibit C

Form of Ground Lease

Exhibit D

Form of Parking Lot Easement

This instrument prepared by, and return to:
Danielle M. Bergner, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202

Tax Key Numbers: See Exhibit A

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the day of, 2016, by and between the Redevelopment Authority of the City of Sheboygan, a public body corporate and public organized and existing under the laws of the State of Wisconsin ("Grantor") and South Pier Sheboygan, LLC, a Wisconsin limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to herein as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, Grantor is the owner of the real property described as the "Burdened Property" on the attached Exhibit A;

WHEREAS, Grantee is the ground lessee of the real property described as the "Benefited Property" on the attached Exhibit A; and

WHEREAS, Grantor wishes to convey an easement to Grantee across the Burdened Property for the purpose of allowing Grantee ingress and egress access to the Benefited Property from Lakeview Drive, Blue Harbor Drive, and South Pier Drive (the "Adjacent Roads").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Exhibits. The introductory provisions set forth above and the exhibits attached hereto are incorporated herein as if set forth at length.

2. Access Easement. Subject to the terms and conditions set forth in this Agreement, Grantor grants to Grantee, for the benefit of the Benefited Property, a non-exclusive easement and right to use the "Access Easement Area" depicted and described on the attached Exhibit B, for pedestrian and vehicular ingress and egress from the Benefited Property to and from the Adjacent Roads.

3. Use of the Easement. The Access Easement Area shall be used in common by Grantee and Grantor and their respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees for the purposes described herein. Grantor and its respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees shall use the Access Easement Area as a public parking lot. Grantee and its respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees shall use the Access Easement Area for pedestrian and vehicular ingress and egress to and from the Benefited Property and the Adjacent Roads. The Access Easement Area shall be available for access and use by Grantee, Grantor and their respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees at all times, except for such times as the Access Easement Area must be closed, in whole or in part, for construction, maintenance or repair activities for either the Access Easement Area itself or the Burdened Property. In the event of the need for such closure, the party requiring the closure shall provide not less than seven (7) days prior written notice to the other party of any periods during which the Access Easement Area will be closed, in whole or in part, for ___ hours or more.

4. Maintenance of Access Easement Area.

(a) Grantor shall be responsible for maintaining the Access Easement Area in good condition and repair and in accordance with maintenance standards generally applied to public parking lots in the city of Sheboygan, including, without limitation, keeping the Access Easement Area reasonably free of snow, ice, holes and breaks in pavement and related matters (any such work being the "Access Easement Maintenance Work"). All Access Easement Maintenance Work shall be done in a good and workmanlike manner. Grantor shall bear all costs and expenses of the Access Easement Maintenance Work necessary for the uses described herein.

(b) In the event Grantor fails to perform any Access Easement Maintenance Work pursuant to subparagraph (a) above, which failure continues for more than ten (10) days after Grantor's receipt of written notice thereof from Grantee (or for more than three (3) hours after verbal or written notice to Grantor that the Access Easement Area is impassable as a result of snow or ice accumulation or in the event of an emergency) Grantee shall have the right, but not the obligation, to: (i) perform such actions as are necessary to restore the Access Easement Area to good condition and repair; (ii) perform any Access Easement Maintenance Work; (iii) expend such funds as are reasonably necessary for any Access Easement Maintenance Work; and (iv) submit an itemized invoice to Grantor for the cost of the reasonably expended funds in connection with any such Access Easement Maintenance Work performed by Grantee. Grantor shall pay such amounts to Grantee within thirty (30) days of receipt of such invoice by Grantor. Grantee and its agents shall have the right to enter and use the Parking Lot and Grantor's land

adjacent to the Access Easement Area on a temporary basis for the purpose of improving, maintaining, repairing or replacing the Access Easement Area pursuant to this subparagraph (b) in the event Grantor fails to perform any Access Easement Maintenance Work pursuant to subparagraph (a) above.

5. Alterations and Improvements. Grantor and Grantee shall make no alterations to the location or configuration of the Access Easement Area without the prior written approval of the parties hereto, which approval shall not be unreasonably withheld.

6. Insurance. From the date of this Agreement and thereafter for as long as this Agreement shall remain in effect, Grantor shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than $1,000,000 per occurrence and $1,000,000 aggregate, covering Grantor and its respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees use of the Access Easement Area. From the date of this Agreement and thereafter for as long as this Agreement shall remain in effect, Grantee shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than $1,000,000 per occurrence and $1,000,000 aggregate, covering Grantee and its respective owners, tenants, occupants, vendors, visitors, guests and invitees use of the Access Easement Area. Grantee and Grantor shall each include the other as an additional insured on its respective general liability insurance policy. Upon request of a Party, the other Party shall provide the requesting Party with a certificate of insurance evidencing the insurance required by this Section.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

8. Covenants Running with Land. All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by Grantor and Grantee, and their respective heirs, successors and assigns. The easement granted under this Agreement is appurtenant to the Benefited Property and may not be assigned, transferred or conveyed separately from, or several from, the title to the Benefited Property.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding the easement and other matters contained in this Agreement. This Agreement may not be changed or amended except by a written amendment executed and acknowledged by all parties to this Agreement and duly recorded in Register of Deeds Office for Sheboygan County, Wisconsin.

10. Severability. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Notices. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery, reputable overnight delivery service, electronic transmission, facsimile transmission with confirmed receipt, or certified mail, postage prepaid, to the addresses set forth in this paragraph, provided that any notice given by electronic transmission of facsimile shall, within one business day thereafter, also be given by one of the other three methods herein provided. A notice given hereunder shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:

To Grantee:

12. Enforcement. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and/or monetary damages. If any section for enforcement of this Agreement is brought, the nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees incurred in such action.

13. Amendment. This Agreement may be amended only by a written instrument executed by both Grantee and Grantor.

14. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

15. No Joint Venture. No provision herein shall be deemed to constitute the parties hereto as partners of one another or joint ventures of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

16. Approvals. Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent or approval shall not be

unreasonably withheld, conditioned or delayed, and any such discretion shall be exercised in good faith and in a commercially reasonable manner.

[Signature pages follow.]

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

REDEVELOPMENT AUTHORITY OF THE
CITY OF SHEBOYGAN

BY: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this ____ day of _____, 2016, before me personally appeared as the _____ of the Redevelopment Authority of the City of Sheboygan to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

In witness whereof, I have hereunto set my hand and seal this _____ day of, 2016.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission: _____

DEVELOPER

BY: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this ____ day of _____, 2016, before me personally appeared as the _____ of the [Developer] to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

In witness whereof, I have hereunto set my hand and seal this _____ day of, 2016.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Access Easement Area

(Exhibit to depict the Access Easement over the Parking Lots and the ingress and egress points to and from the Adjacent Roads to be inserted).

Exhibit E

Form of Disbursing Agreement

(See Attached)

ESCROW DISBURSEMENT AGREEMENT
South Pier Townhomes Project
(TID 6)

This Escrow Disbursement Agreement ("Escrow Agreement") is made and entered into as of the _____ day of _____, 2016 by and among _____, ("ESCROWEE"); South Pier Sheboygan, LLC, a Wisconsin limited liability company ("SPS") and _____ [an "S" corporation and affiliate of SPS] ("S"), (collectively, SPS and S are referred to herein as "Developer"), ("DEVELOPER"); and the City of Sheboygan, a municipal corporation ("CITY").

RECITALS

A. DEVELOPER, CITY and the Redevelopment Authority of the City of Sheboygan entered into a Cooperation Agreement for the Conveyance and Private Development of Land (South Pier Townhomes Project) dated as of the _____ day of _____, 2016 (the "Development Agreement").

B. The Development Agreement addresses the implementation and funding of the South Pier Townhomes Project utilizing contributions from CITY's Tax Increment Financing District No. 6 in the amount of $1,710,000 to be provided by the CITY for construction of the Project in accordance with the Development Agreement, which funds shall be deposited with ESCROWEE by CITY (the "TID 6 Contribution").

C. The parties desire to enter into this Escrow Agreement in order to provide for disbursement of the TID 6 Contribution by the ESCROWEE to DEVELOPER.

D. This Escrow Agreement shall not constitute a promise by ESCROWEE to protect any party against construction lien claims on any title insurance policy issued by ESCROWEE and the parties acknowledge that the only responsibility of ESCROWEE created by this Escrow Agreement shall be the faithful performance of the express obligations assumed hereunder.

E. Any capitalized terms not defined in this Escrow Agreement shall be defined as they are in the Development Agreement.

AGREEMENT

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

1. **Deposit of Funds.** Promptly following execution of this Escrow Agreement, CITY shall deposit to the custody of the ESCROWEE the TID 6 Contribution in a total amount of $1,710,000, to be used for making disbursements under this Escrow Agreement. The TID 6 Contribution shall be held by ESCROWEE in an interest-bearing money market account. Any interest earned thereon shall be

retained in the escrow account and be added to the TID 6 Contribution (collectively, the "Escrow Funds") to increase the funds available for disbursement to CITY. ESCROWEE shall no later than January 31 of each year provide CITY and DEVELOPER an annual calendar year statement showing the amount and date of any interest earned, investment liquidation, investment purchase and disbursement and remaining balance.

2. **Disbursements for Work by DEVELOPER's Contractors.**

A. The Escrow Funds shall be disbursed pursuant to the terms of the Development Agreement for the actual costs of constructing the Project and in accordance with the requirements of this Escrow Agreement.

B. ESCROWEE shall not disburse any of the Escrow Funds until CITY has confirmed to ESCROWEE in writing that all preconditions to disbursement in the Development Agreement have been met.

C. Prior to the first disbursement of any portion of the Escrow Funds, CITY and ESCROWEE shall be furnished a sworn statement from DEVELOPER, which will be supplemented in connection with subsequent draws, setting forth in detail the contractors and material suppliers with whom DEVELOPER has contracted, their address, work or materials to be furnished, amounts of the contracts, amount paid to date, amounts of current payments and balances due.

3. **Disbursements**. Prior to each disbursement of the Escrow Funds hereunder, the following steps shall be taken:

A. DEVELOPER shall provide to CITY and ESCROWEE a sworn statement from DEVELOPER's general contractor setting forth all contractors and materialmen with whom DEVELOPER or its general contractor has contracted, amounts of contracts, amounts paid to date, amounts of current payments and balance due (with supporting documentation), copies of all change orders, (the "Contractor's Statement");

B. DEVELOPER shall provide to CITY and ESCROWEE signed lien waivers, or conditional lien waivers subject to payment of the current disbursement request, from all entieies who provided work or materials as named on the Contractor's Statement submitted for the currently requested disbursement;

C. DEVELOPER shall provide to CITY and ESCROWEE a report or a certification by _____ (the "Architect") certifying that work has been completed and materials are in place as indicated by the request for payment of the DEVELOPER;

D. DEVELOPER shall provide to CITY and ESCROWEE, a report or certification, confirmed by the Architect and DEVELOPER's general contractor, upon which CITY can rely, stating that the work completed so far is consistent with the final Project Plans, the percentage of construction that has been completed on the Project and the estimated outstanding balance of costs for work done, or that remains to be done in order to complete construction of the Project, that has not yet submitted for disbursement.

E. CITY shall, as expeditiously as reasonably possible after receipt of the items in subsections A through D, above, approve or reject DEVELOPER's request for disbursement of funds, but under no circumstances shall such approval or rejection take more than 30 days. Such approval or rejection shall be provided in writing to both DEVELOPER and ESCROWEE. If DEVELOPER's request for disbursement is rejected, CITY shall provide to DEVELOPER written explanation of the portions of the request objected to and the specific reason(s) for the rejection. Non-compliance with the requirements of this Disbursement Agreement, the Development Agreement, or alleged discrepancies, inaccuracies, misstatements or misrepresentations in the Contractor's Statement shall be the only basis upon which CITY shall object to all or any portion of disbursement request; and

F. Upon receipt of approval by CITY of the requested disbursement, ESCROWEE shall, within one business day transmit sufficient funds to cover the requested disbursement. All disbursements by ESCROWEE will be made as directed by DEVELOPER for payment by DEVELOPER to the contractors, materialmen or other third parties rendering such work, materials and services except that upon request of DEVELOPER, disbursements may be paid by ESCROWEE directly to the contractors, materialmen or other third parties rendering such work, materials and services, rather than to DEVELOPER.

It is the intention of the parties named herein that no person which is not a signatory to this Escrow Agreement shall be a third party beneficiary of this Escrow Agreement, and ESCROWEE owes no duty of care to any such party.

If either CITY or ESCROWEE discovers a misstatement or deficiency in any of the documents provided by DEVELOPER, either may stop disbursement until the misstatement or deficiency has been corrected.

4. **Limits of ESCROWEE's Duties.** The functions and duties assumed by ESCROWEE include only those described in the Escrow Agreement, and the ESCROWEE is not obligated to act except in accordance with the terms and conditions of this Escrow Agreement. ESCROWEE does not certify or insure that (a) the Project will be completed; (b) that the Project, when completed, will

be in accordance with the final Project Plans or the Development Agreement; (c) that sufficient funds will be available for completion of the Project; or (d) that the certifications of the Architect are correct. ESCROWEE shall not be responsible for any loss of documents or funds while such documents or funds are not yet in its custody. Documents or funds deposited in the United States mail by DEVELOPER or CITY shall not be construed as being in custody of ESCROWEE until actually received by ESCROWEE. **This Escrow Agreement is not a promise by ESCROWEE to protect any party against construction lien claims on any title insurance policy issued by ESCROWEE.**

5. **Inspections**. DEVELOPER shall be responsible for making inspections of the Project during the course of construction, and shall determine to its own satisfaction that the work done or materials supplied by its general contractor and all subcontractors and suppliers have been properly made or supplied in accordance with applicable contracts and the Development Agreement. ESCROWEE shall not be required to conduct any inspections of the Project.

6. **Notice to ESCROWEE**. The DEVELOPER and CITY agree to advise the ESCROWEE promptly in the event that they receive any lien notice or intention to claim a lien from any contractor, subcontractor, or material suppliers in connection with the construction of the Project.

7. **Escrow Fee**. An escrow fee of $_____ per draw is to be paid by DEVELOPER, which fee must be paid at the time each draw is disbursed or which fee will be deducted from the draw disbursement.

8. **Escrow Termination.** This Escrow Agreement shall terminate and ESCROWEE shall have no further liability hereunder upon any of the following occurring:

   A. All Escrow Funds are disbursed pursuant to Section 3 of this Escrow Agreement.
   B. In the event that all of the preconditions to disbursement in the Development Agreement are not met, CITY shall notify ESCROWEE in writing and ESCROWEE shall return all of the TID 6 Contribution to CITY. Any interest earned on the TID 6 Contribution shall also be returned to CITY along with the TID 6 Contribution.
   C. ESCROWEE resigns as ESCROWEE by providing 30 days written notice to DEVELOPER and CITY. Upon resignation by the ESCROWEE, ESCROWEE shall forward all undisbursed funds to a new escrowee chosen by CITY and DEVELOPER.

9. **Collateral Assignment by DEVELOPER**. The parties acknowledge that DEVELOPER may collaterally assign its rights and interests in the Development Agreement and the Escrow Agreement to a permitted Mortgagee, as specified in the Development Agreement. If a permitted Mortgagee (or its assignee or successor) succeeds to the role of DEVELOPER under the Development

Agreement, then such permitted Mortgagee (or its assignee or successor) shall similarly succeed to the role of DEVELOPER under this Escrow Agreement

Executed as of this _____ day of _____ 2016.

CITY OF SHEBOYGAN,
WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

_____
Susan Richards, City Clerk

DEVELOPER

BY: _____

ESCROWEE
[NAME]

By: _____
[Name, Title]

Exhibit F

Form of Completion Certificate

(See attached)

Certificate of Completion

Document Number

Document Title

Recording Area

Name and Return Address

See Exhibits, attached

Tax Key Numbers

CERTIFICATE OF COMPLETION

South Pier Townhomes Project
(Phase ___)

Property Address:	
Developer:	
Development Agreement:	Cooperation Agreement for the Private Development of Land (South Pier Townhomes Project dated as of _____, 2016.
Legal Description:	See attached Exhibit A

THIS IS TO CERTIFY that the undersigned, on behalf of the City of Sheboygan ("City"), caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements had been substantially completed in accordance with construction plans submitted pursuant to the Development Agreement.

Construction was deemed by City to be completed on _____, 201_.

THIS CERTIFICATE when signed and bearing the seal of City shall constitute a conclusive determination of satisfaction and termination of the covenants in the Development Agreement with respect to the Developer's obligation to construct improvements on the above-described real estate and the date for completion thereof.

Upon recording this Certificate, the real estate described above shall specifically be "released" of record from the Development Agreement and the restrictions against the real estate set forth therein.

This Certificate relates only to the real estate described above and does not apply to any other parcel in the South Pier Townhomes Project.

Dated at Sheboygan, Wisconsin this _____ day of _____, 201_.

CITY OF SHEBOYGAN

_____

By: _____
Name Printed: _____

Attest: _____
Name Printed: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of _____, 201_, _____ and _____, the _____ and _____, respectively of the above-named City of Sheboygan, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers as the deed of City by its authority.

_____
NOTARY Public
Sheboygan County, State of Wisconsin
My commission _____.

This document was drafted by:
Thomas O. Gartner
Michael Best & Friedrich
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202-4106

Exhibit A

Legal Description to
Certificate of Completion

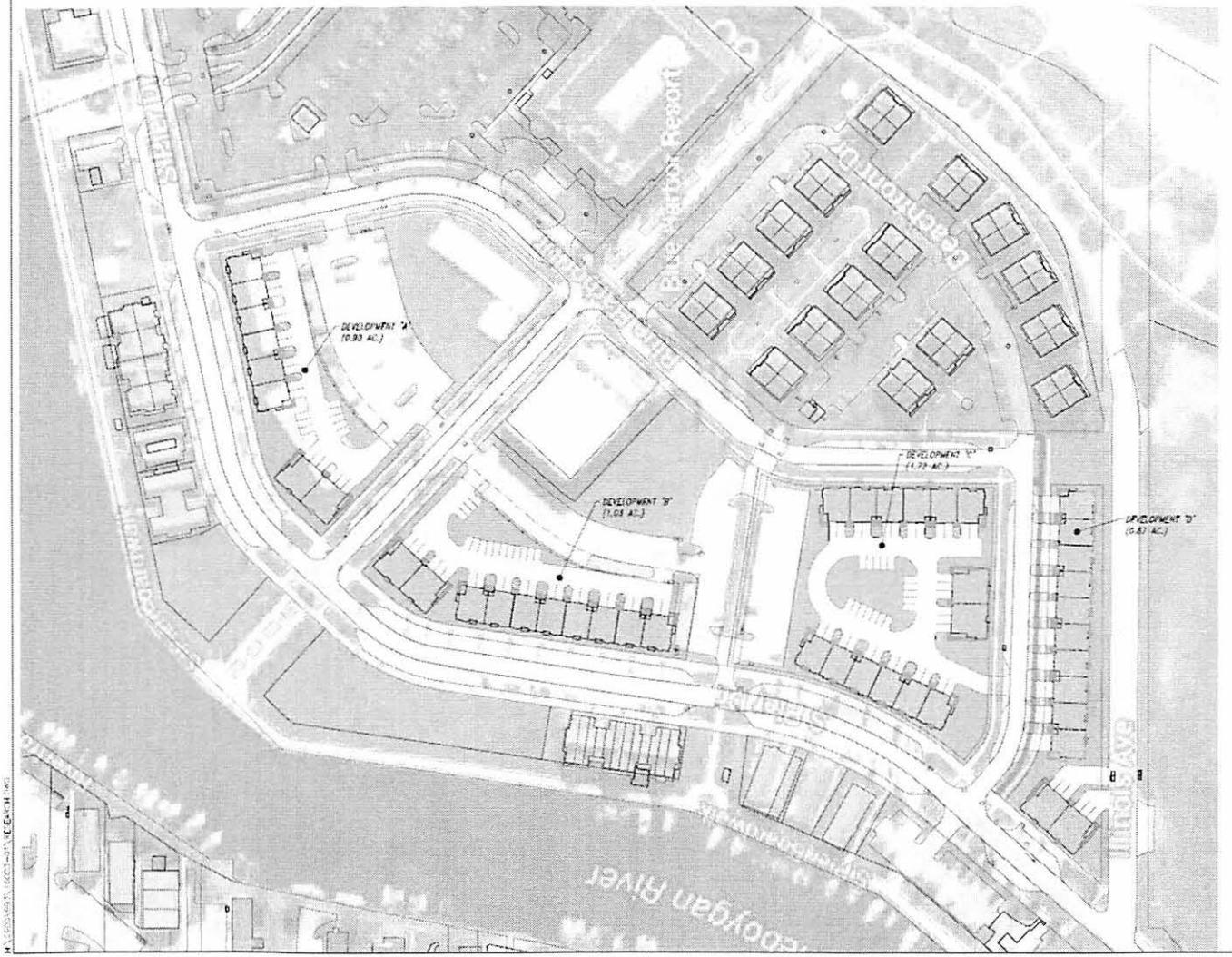
Exhibit G

List of Project Documents

Exhibit H

Project Site Plan

(See Attached)



CONCEPTUAL DEVELOPMENT PLAN

SOUTH PIER TOWNHOMES

CITY OF SHEBOYGAN, WI

SITE DATA

		UNIT COUNT	PARKING COUNT
DEVELOPMENT 'A'	=	16 UNITS	44 SPACES
DEVELOPMENT 'B'	=	20 UNITS	39 SPACES
DEVELOPMENT 'C'	=	28 UNITS	77 SPACES
DEVELOPMENT 'D'	=	24 UNITS	52 SPACES
TOTAL	=	88 UNITS	212 SPACES

EXISTING ZONING DISTRICT	=	SOUTH PIER DISTRICT
PROPOSED SETBACKS		
FRONT YARD	=	5 FEET
SIDE YARD	=	5 FEET

TRIO

12650 W. NORTH AVE., BLDG D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

0 10 20 40

Scale: 1" = 60' (22"x34")

Scale: 1" = 120' (11"x17")

DATE: 03/01/2016

209490-0001\118839700.1

II

R. O. No. ___ - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a communication from Sheboygan Park Project in Partnership with the Sheboygan Jaycees proposing a universally designed playground to be located at Deland Park.

Bd. of Parks & Forestry

City Clerk

APR 13 '16 AM11:50

Sheboygan Park Project in Partnership with the Sheboygan Jaycees

P.O. Box 561, Sheboygan, WI, 53081, 920-395-6278, ryanandangieshaw@yahoo.com

April 5, 2016

City Of Sheboygan
Common Council
828 Center Ave
Sheboygan, WI, 53081

Dear Sheboygan Common Council Members:

Sheboygan County is a diverse and growing community. It is one that is constantly changing and adapting to meet the needs of the citizens. The Sheboygan Park Project in partnership with the Sheboygan Jaycees, would like to propose a universally designed playground at maximum space of 145 x 215 feet. A playground that would allow every child the opportunity to play alongside their peers. One that would allow every person, of any age, the ability to safely navigate the play structure and surrounding areas. Promoting outdoor physical activity for individuals, families and friends.

In 2008 we proposed this project to common council. In November of 2008, Common Council **unanimously** approved the Sheboygan Park Project to build the universally designed playground on Deland Park, along with an accessible restroom addition to the Richardson Shelter. The economy was not in our favor at that time and was in downward spiral. Many members of our community were losing their jobs and charities were focused on providing the basic needs, for very good reason. For unforeseen circumstances we needed to put the project on hold for several years. The economy has become better and charities are donating to projects once again. We have since moved our non profit status in partnership with the Sheboygan Jaycees, which has a long standing history in our community. The Sheboygan Park Project was started by Ryan and Angie Shaw, the inspiration came from their formerly conjoined twins, Mateo and McHale. Their eyes were opened to a great need in our community and in their desire to give back to a community that strongly supported their family, they came to the conclusion they needed to raise the funds and build a universally designed playground for our community.

Several of our surrounding communities have built similar playgrounds. They are playgrounds that families will make a day trip to, in order for grandma and grandpa or a family member with special needs, to come along. In several cases, it is to allow all of their children to play with other family and friends. Families are willing to make a 30 minute drive to a playground in order to allow every child in their circle of family and friends the opportunity to play. Allowing each child the opportunity to alongside their peers, to learn through manipulation of play items throughout the playground, problem solve and use their imaginations to take them to far away lands. We intend to build a playground that will not only serve our community but also be a tourist attraction. We will be building a playground that will draw interest of families that are looking for a lakeside vacation at Blue Harbor or surrounding hotels. More importantly, we will be building a playground that each and every one of our schools can use for the end of the year picnic. We would eliminate the children that are left behind at the current school picnics sitting on the sidelines, wishing they could experience the freedom to move around a play structure with their friends. We will provide a safe environment that will allow each school to safely visit providing a memorable experience for everyone. We will be setting ourselves apart and exceeding the minimum accessibility and safety standards. The Sheboygan Park Project will be working alongside the city and it's officials, to ensure we don't take away the festival space. The Sheboygan Park Project promises to only enhances what the city of Sheboygan a has to offer on its lakefront.

The playground will be universally designed by Landscape structures. In every aspect, the playground will go above and beyond minimum ADA requirements and safety standards. We have done extensive research on the needs in our community. Some examples on how we have accomplished meeting our local needs are by consulting with various specialists ranging from physical therapist, occupational therapist, vision specialist, autism specialist, teachers and special education teachers to ensure we have designed the play structure to meet the needs of the children residing in our community. Most importantly, when the project was originally started we had gone into the Sheboygan Area Schools and asked the children what they wanted in the playground. We asked what they thought would be fun and exciting. We received an outpouring of pictures and ideas from the children. All of which we took into consideration when the play structure was originally designed.

The last census data from 2013 shows Sheboygan, Co having a population of 112, 738. Of that population, the total disabled population was 16, 934, **NOT** including children under 5. Considering all the children we have in our local birth to 3 program, we know that there are children under the age of 5 that are not accounted for in this total.

Currently, in the 2 operating years, The Sheboygan Park Project has raised roughly $65,000 of the $500,000 goal. In partnership with the Sheboygan Jaycees, respected members of our community and a substantial anonymous challenge donation that will be made to the park project in the near future, we strongly feel we will be able to continue this project through completion in the next 2 years.

We are asking for your support on this project and would be happy to meet with anyone who may want to know more information. Our goal is to enrich our community and the people who live here. We would be honored to have your support. Please do not hesitate to contact the Sheboygan Park Project with any questions or concerns. We hope to have common council's full support again and to bring something truly special to Sheboygan which will incorporate Sheboygan's unique history.

Kindest Regards,



The Sheboygan Park project in Partnership with the Sheboygan Jaycees

Chairpersons, Angie and Ryan Shaw

II

R. O. No. ___ - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jason P. Hietala et al.

France of
New Council

City Clerk

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

CIRCUIT COURT BRANCH #6
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715
Plaintiff

SUMMONS
Case No. 16CV0178

Vs.

Case Code No. 30404

JASON P. HIETALA
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

Process Server Patrick J. Lamb
Date 4/1/16 Time 11:30 A.M. - P.M.
Served Upon Janet Dryfhman
828 Center Ave, Ste 104, Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

JULIE PARKER-HIETALA F/K/A JULIE PARKER
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVE., SUITE 104
SHEBOYGAN, WI 53081

Defendants

CLERK CIRCUIT COURT
FILED
16 APR -1 P4:36
SHEBOYGAN COUNTY WISCONSIN

SUMMONS

THE STATE OF WISCONSIN

To each person named above as Defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an

Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

Melody Lorge
Clerk of Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081

And to plaintiff's attorneys, whose address is:

Cord J. Harris
Johnson, Blumberg & Associates, LLC.
230 W. Monroe Street, Suite 1125
Chicago, IL 60606

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: March 31, 2016

Cord J. Harris
State Bar No. 1096301
Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 16 0222

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715
Plaintiff

Vs.

JASON P. HIETALA
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

JULIE PARKER-HIETALA F/K/A JULIE PARKER
914 KENTUCKY AVENUE
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVE., SUITE 104
SHEBOYGAN, WI 53081

Defendants

COMPLAINT
Case No. 16CV0178

Case Code No. 30404

CLERK OF CIRCUIT COURT
SHEBOYGAN COUNTY
WISCONSIN
16 APR -1 P4:36

Now Comes Wells Fargo Bank, N.A., Plaintiff, by its attorney, Cord J. Harris of Johnson, Blumberg & Associates, LLC., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker are adults who executed a mortgage that is the subject of this foreclosure action against the property located at 914 Kentucky Avenue, Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendants.
3. That the mortgaged real estate is presently owned by Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker.
4. On or about August 28, 2003, for value received Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker executed and delivered to USB Home Lending, a Division of Universal Savings Bank, FA, a note in writing dated that date and thereby promised to pay the

principal balance of SEVENTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($72,500.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.

5. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendants duly executed a mortgage to Mortgage Electronic Registrations Systems, Inc., solely as nominee for USB Home Lending, a Division of Universal Savings Bank, FA, which mortgage was dated on August 28, 2003 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on September 4, 2003 as Document Number 1705961.

6. Subsequently, Mortgage Electronic Registrations Systems, Inc., solely as nominee for USB Home Lending, a Division of Universal Savings Bank, FA assigned said mortgage to Wells Fargo Bank, N.A. and a true copy of said assignment is attached as Exhibit C. Plaintiff is the current holder of said mortgage.

7. The mortgagor defendants failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for November 1, 2015 to the present, and there is now due and owing to Plaintiff the principal sum of $67,513.10, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.

8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendants in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.

9. The property consists of a one to four unit family residence commonly known as 914 Kentucky Avenue, Sheboygan, WI 53081. Upon information and belief, the premises is owner occupied and has not been abandoned by the mortgagor defendants. The legal description of the property is stated on the recorded mortgage and is as follows:

> THE EAST ONE-HALF (1/2) OF LOT TEN (10) IN BLOCK TWO HUNDRED SIXTY (260) IN ORIGINAL PLAT, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF
>
> TAX KEY NO: 59281300850

10. That the mortgagor defendants expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six

(6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against any of the defendants and consents that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

11. City of Sheboygan, Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Jason P. Hietala and Julie Parker-Hietala to City of Sheboygan, Department of City Development for $10,000.00 dated August 10, 2005 and recorded on August 11, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1773596 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.

12. City of Sheboygan, Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Jason P. Hietala and Julie Parker-Hietala to City of Sheboygan, Department of City Development for $15,262.00 dated August 10, 2005 and recorded on August 19, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1774438 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.

13. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a five (5) week redemption period. In the event the subject property is determined to be not owner-

occupied pursuant to section 846.103 of the Wisconsin Statutes, Plaintiff demands a three (3) month redemption period.

2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 31, 2016

Respectfully submitted,

Wells Fargo Bank, N.A.

By: _____

Cord J. Harris State Bar No. 1096301
Johnson, Blumberg & Associates, LLC.
Attorney for Plaintiff

Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 16 0222

Mailing Address:
230 W. Monroe St., Suite 1125
Chicago, IL 60606

LOAN NO.: REDACT

NOTE
(WISCONSIN FIXED RATE)

MIN: REDACTED

AUGUST 28, 2003 [Date] | SHEBOYGAN [City] | WI [State]

914 KENTUCKY AVE
SHEBOYGAN, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 72,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is
USB HOME LENDING, A DIVISION OF

UNIVERSAL SAVINGS BANK,FA

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on OCTOBER 1, 2003 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on SEPTEMBER 1, 2033 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
754 N. 4TH STREET, MILWAUKEE, WI 53203
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 476.27

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Exhibit A

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jason P Hietala (Seal)
JASON P HIETALA -Borrower

Julie Parker (Seal)
JULIE PARKER -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
WITHOUT RECOURSE
USB HOME LENDING, A DIVISION OF
UNIVERSAL SAVINGS BANK F.A.

ALEX J. HOFFMANN, PRESIDENT
KAYE M. STAHR, AVP

PAY TO THE ORDER OF
WELLS FARGO HOME MORTGAGE, INC.
WITHOUT RECOURSE
USB HOME LENDING, A DIVISION OF
UNIVERSAL SAVINGS BANK F.A.

ALEX J. HOFFMANN, PRESIDENT
OR KAYE M. STAHR, AVP

ADC

WITHOUT RECCURSE
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.

Amy Sharp
Vice President, Loan Documentation

1705961

SHEBOYGAN COUNTY, WI
RECORDED ON
09/04/2003 09:48AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 35.00
TRANSFER FEE:
STAFF ID 11
TRANS # 20851
OF PAGES: 13

MORTGAGE

After Recording Return To:
USB HOME LENDING
754 N. 4TH STREET, #400
MILWAUKEE, WI 53203

Parcel Identification Number (PIN) # 59281300850

[Space Above This Line For Recording Data]

LOAN NO.: WH20697 MIN [redacted]

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A), "Security Instrument" means this document, which is dated AUGUST 28, 2003, together with all Riders to this document.

(B) "Borrower" is
JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is USB HOME LENDING, A DIVISION OF

Lender is a UNIVERSAL SAVINGS BANK,FA
organized and existing under the laws of THE STATE OF UNITED STATES
Lender's address is 754 N 4TH STREET #444
MILWAUKEE, WI 53203

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 28, 2003
The Note states that Borrower owes Lender
SEVENTY-TWO THOUSAND FIVE HUNDRED AND 00/100
Dollars (U.S. $ 72,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2033.

Exhibit B

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ Biweekly Payment Rider	☐ V.A. Rider	
☐ Other(s) [specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of SHEBOYGAN :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST 1/2 OF LOT 10, BLOCK 260, ORIGINAL PLAT, CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS IS A FIRST MORTGAGE.
THIS IS HOMESTEAD PROPERTY.
THIS IS A PURCHASE MONEY MORTGAGE.

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which currently has the address of 914 KENTUCKY AVE

[Street]

SHEBOYGAN , Wisconsin 53081 ("Property Address"):

[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to

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provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and

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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to

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Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall

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pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this

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Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under

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the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms,

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as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Jason P Hietala 8/28/03 (Seal)
JASON P HIETALA -Borrower

Julie Parker 8/28/03 (Seal)
JULIE PARKER -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Space Below This Line For Acknowledgment)

STATE OF WISCONSIN, COUNTY OF Sheboygan

The foregoing instrument was acknowledged before me this DAY OF , 20
(date)

by
JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS
(person acknowledging)

HOLLIE R. O'NEIL NOTARY PUBLIC STATE OF WI

My commission expires:
9-12-04

Notary Public, State of Wisconsin

This instrument was prepared by
JODI LESSNER

Send All Notices to Assignee

RECORDING REQUESTED BY:
WELLS FARGO BANK, N.A.
2701 WELLS FARGO WAY
MAC X9999-018
MINNEAPOLIS MN 55467-8000

WHEN RECORDED MAIL TO:
WELLS FARGO BANK, N.A.
DEFAULT ASSIGNMENT
MAC: X9999-018
PO BOX 1629
MINNEAPOLIS, MN 55440-9790

1946714
SHEBOYGAN COUNTY, WI
RECORDED ON
06/14/2012 1:43 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Parcel Identifier No: 59281300850

MERS ID: REDACTED
MERS Telephone: REDACTED

ASSIGNMENT OF MORTGAGE

REDACTED

For Value Received, the undersigned holder of a Mortgage, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS , (herein "Assignor") whose address is BOX 2026 FLINT MI 48501 1901 E VOORHEES ST STE C. DANVILLE, IL 61834 , does hereby grant, sell, assign, transfer, and convey, unto WELLS FARGO BANK, NA (herein "Assignee"), whose address is 1 HOME CAMPUS , DES MOINES, IA 50328 , a certain Mortgage dated 08/28/2003 , made and executed by JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS , to and in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS , upon the following described property. Such Mortgage having been given to secure payment of $72500.00 which Mortgage was recorded on 09/04/2003 in Book, Volume or Liber No. , at Page , as Document No. 1705961 of the Records of Sheboygan County, State of WI, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Legal Description: THE EAST1/2 OF LOT 10, BLOCK 260, ORIGINAL PLAT, CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

Located at: 914 KENTUCKY AVE, SHEBOYGAN, WI 53081

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 06/14/2012 .

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS

NICHOLAS J. WOLF, Assistant Secretary

STATE OF MN
COUNTY OF Dakota } S.S.

On 06/14/2012 , before me CHRISTY ANN GILBERT , Notary Public, personally appeared NICHOLAS J. WOLF , Assistant Secretary personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

CHRISTY ANN GILBERT
Commission #: 31041849
Expires: 01/31/2016

CHRISTY ANN GILBERT
NOTARY PUBLIC-MINNESOTA
My Commission Expires
January 31, 2016

Prepared By:KATHRYN LING

eRecorded

Exhibit C

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan, Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including: reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 10 days from the date you received the Summons and Complaint. Send the completed form with the $45 non-refundable application fee made payable to SCFMP, Clerk of Circuit Court to:

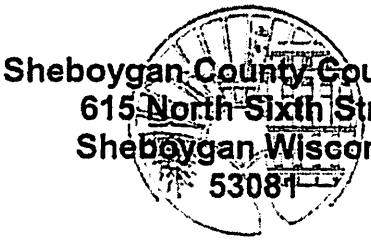
SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable $100 fee will be charged and a non-refundable fee of $100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.



Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed Income

   Other: _____

   _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

_____ _____

Property Owner's Signature Date

II

R. O. No. _____ - 15 - 16. By CHIEF OF POLICE. April 18, 2016.

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

Part I Crimes	January		February		March		2016 TOTAL 1st QTR Actual Offenses	2015 TOTAL 1st QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	0	0	0	1	4	2	4	3
Robbery	1	0	1	0	0	1	2	4
Aggravated Assault	8	10	12	14	5	5	25	22
Burglary	5	2	8	5	4	3	17	17
Theft	49	25	52	24	70	42	171	167
Vehicle Theft	5	2	3	4	6	7	14	7
Arson	0	0	0	0	1	0	1	0
Total Part I Crimes	68	39	76	48	90	60	234	220
Total Current *Actual Offenses*		234	Total Current *Cleared*			147		
Same Quarter Last Year		220	Same Quarter Last Year			125		

PP+S to new Council

Traffic Arrests	
January	196
February	213
March	185
Current Quarter	594
Same Quarter Last Year	529

Other Arrests	
January	293
February	309
March	299
Current Quarter	901
Same Quarter Last Year	874

Accidents Investigations	
Current Quarter	485
Same Quarter Last Year	429

Total Arrests	
Current Quarter	1495
Same Quarter Last Year	1403

Property	Jan	Feb	Mar	Current Quarter	Same Quarter Last Year
Value Property Stolen	31,814	19,020	26,314	77,148	66,812
Value Property Recovered	15,161	16,304	20,163	51,628	30,780
Percent Recovered	48	86	77	67	46

Chief of Police Christopher D. Domagalski

II

R. O. No. ___ - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a communication from Bryan Fleming requesting a waiver to the Sex Offender Residency restrictions in order to live at 910 New York Ave. #A.

pp + S of
New Council

City Clerk

APR 13 '16 PM 2:06

Date: _____

My name is: BRYAN FLEMING

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
910 NEW YORK AVE. #A
SHEBOYGAN WI 53081

Signature: Bryan Fleming

Phone Number: (920) 698-9038

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

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

Thank you for all your cooperation in the matter.

II

R. O. No. ____ - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a communication from Rhyan Zimmerman requesting a waiver from the Sex Offender Residency restrictions in order to live at 1316 Indiana Ave.

PP + S
of new Council

City Clerk

APR 15 '16 AM 9:35

Date: 04/13/2016

My name is: Rhyan Zimmerman

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1316 Indiana Ave

Signature: Rhyan Zimmerman

Phone Number: (920) 287-4633

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

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

Thank you for all your cooperation in the matter.

III

Res. No. _____ - 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. 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.

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.

Pub Wks.
of new Council

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five (5%) alternative of 62.15(3), Stats., for the paving aforementioned according to the plans and specifications prepared by the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 15 - 16. By Alderperson Hammond. April 18, 2016.

A RESOLUTION authorizing the purchase of 605 South Wildwood Avenue for future park expansion purposes.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Residential Offer to Purchase between the City of Sheboygan and Tim Menzer.

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

Finance of the new Council

_____

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

WB-11 RESIDENTIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON April 11, 2016 [DATE] IS (AGENT OF BUYER) (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) [STRIKE THOSE NOT APPLICABLE]

GENERAL PROVISIONS The Buyer, City of Sheboygan, offers to purchase the Property known as [Street Address] 605 South Wildwood Ave, in the City of Sheboygan, County of Sheboygan Wisconsin (insert additional description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

■ PURCHASE PRICE: Forty Thousand Dollars ($ 40,000.00).

■ EARNEST MONEY of $ _____ accompanies this Offer and earnest money of $ N/A will be mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or N/A.

■ 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 date of this Offer not excluded at lines 17-18, and the following additional items: Mister Heater Gas Furnace and Shelving Units.

■ NOT INCLUDED IN PURCHASE PRICE: Seller's Personal Property.

CAUTION: Identify Fixtures that are on the Property (see lines 185-193) 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.

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 May 6, 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 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

Seller's recipient for delivery (optional): 3740 S. 10th Street, Sheboygan, WI 53081

Buyer's recipient for delivery (optional): 828 Center Avenue, Sheboygan, WI 53081

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (____) N/A Buyer: (____) N/A

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

☐ (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 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

Delivery address for Seller: 3740 S. 10th Street, Sheboygan, WI 53081

Delivery address for Buyer: 828 Center Avenue, Sheboygan, WI 53081

☐ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): N/A

E-Mail address for Buyer (optional): N/A

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.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in broom swept condition and 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.

DEFINITIONS

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

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

a. Defects in the roof.
b. Defects in the electrical system.
c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
e. Defects in the well, including unsafe well water.
f. Property is served by a joint well.
g. Defects in the septic system or other sanitary disposal system.
h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law, may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused tanks.)
i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
j. Defects in the basement or foundation (including cracks, seepage and bulges).
k. Property is located in a floodplain, wetland or shoreland zoning area.
l. Defects in the structure of the Property.
m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property. **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.**
p. Presence of asbestos or asbestos-containing materials on the Property.
q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the Property.
t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
w. Remodeling that may increase Property's assessed value.
x. Proposed or pending special assessments.
y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district.
z. Proposed construction of a public project that may affect the use of the Property.
aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
cc. Any land division involving the Property for which required state or local permits had not been obtained.
dd. Violation of state or local smoke and carbon monoxide detector laws.
ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.
gg. Other Defects affecting the Property.

(Definitions Continued on page 4)

CLOSING This transaction is to be closed no later than May 31, 2016 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING 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 owner's association assessments, fuel and None.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- [X] 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 APPLIES IF NO BOX IS CHECKED)
- [ ] Current assessment times current mill rate (current means as of the date of closing)
- [ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- [ ] _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be 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.

- [ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall 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 (written) (oral) [STRIKE ONE] lease(s), if any, are N/A. Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

RENTAL WEATHERIZATION This transaction (is) (is not) [STRIKE ONE] exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) [STRIKE ONE] ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property which includes 1-4 dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . ., to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's Real Estate Condition Report dated 4/11/16, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference [COMPLETE DATE OR STRIKE AS APPLICABLE] and

_____ [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]

ADDITIONAL PROVISIONS/CONTINGENCIES Buyer purchases property "As Is". Buyer to pay all closing costs. Buyer also responsible for all hard surface requirements made by the city.

DEFINITIONS CONTINUED FROM PAGE 2

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 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, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ _____ [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 amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, 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 228 or 229.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 165-172 or 435-442 or in an addendum attached per line 434.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described 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 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy 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.

■ SELLER TERMINATION RIGHTS: 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.

■ FINANCING UNAVAILABILITY: 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, Seller shall then have 10 days to deliver to Buyer written notice of Seller'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 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within N/A days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

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

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(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.

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

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

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

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

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____, no later than _____. If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property Contingency and _____

_____

[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within ____ hours of Buyer's Actual Receipt of said notice, this Offer shall be null and void.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. 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 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 Offer except: N/A

_____

_____. 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.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (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 Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and No other

_____

_____

_____

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.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, 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 326-335, 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 by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, 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/OTHER EXPENSES: 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 owner's association assessments, special 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).

EARNEST MONEY

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

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special 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; (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 exceed $250, prior to disbursement.

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

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

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

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

410 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of N/A
414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.
419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**
421 This contingency shall be deemed satisfied unless Buyer, within 0 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).
424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.
427 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.
434 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.
435 ADDITIONAL PROVISIONS/CONTINGENCIES Earnest monies to be held by Title Company. This is
436 a cash offer. This offer is contingent on the approval of the City Council. This is an As
437 Is Purchase. There is no commission paid on this offer.
438 _____
439 _____
440 _____
441 _____
442 _____
443 This Offer was drafted by [Licensee and Firm] Susan J. Lessard
444 JNS Property Management LLC on April 11, 2016 .
445 (x) _____
446 Buyer's Signature ▲ Print Name Here ▸ City of Sheboygan Date ▲
447 (x) _____ ~~August 4, 2014~~
448 Buyer's Signature ▲ Print Name Here ▸ Date ▲
449 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
450 _____ Broker (By) _____
451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**
455 (x) _____ April 11, 2016
456 Seller's Signature ▲ Print Name Here ▸ Tim Menzer Date ▲
457 (x) _____
458 Seller's Signature ▲ Print Name Here ▸ Date ▲
459 This Offer was presented to Seller by [Licensee and Firm] Susan J. Lessard
460 JNS Property Management LLC on April 11, 2016 at _____ a.m./p.m.
461 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO THE OFFER TO PURCHASE

This Addendum is made part of the Offer to Purchase dated April 11, 2016, made by City of Sheboygan (Buyer), with respect to the Property at 605 South Wildwood Ave, , Sheboygan, WI 53081.

CAUTION: BUYER MUST INCLUDE CONTINGENCIES IN THIS OFFER FOR ANY TESTS OR INSPECTIONS BUYER CHOOSES TO CONDUCT. SPECIFIC ADDENDA ARE AVAILABLE FOR TESTING OR EVALUATION OF PRIVATE WELLS, WELL WATER, SEPTIC SYSTEMS, LEAD-BASED PAINT, WETLANDS AND LEAD/ARSENIC PESTICIDES.

OPTIONAL PROVISIONS Terms proceeded by an open box( ) are part of this addendum only if marked, such as with an "x." They are not part of this Addendum if marked "n/a" or are left blank.

( ) **TESTING CONTINGENCY (includes lines 9-23):** This Offer is contingent upon (Buyer obtaining)(Seller providing) [STRIKE ONE] ("Buyer obtaining" if neither stricken) a current written report from a qualified independent expert documenting the results of the following test(s) conducted pursuant to applicable government or industry protocols and standards *(indicate substances or compounds to be tested, e.g., radon, asbestos, mold, etc):* _____, within _____ days of acceptance *("21" days if left blank)*, at (Buyer's)(Seller's) [STRIKE ONE] expense *("Buyer's" if neither stricken)*. This testing contingency shall be deemed satisfied unless Buyer, within five days of the earlier of 1) Buyer's receipt of the testing report(s) or 2) the deadline for delivery of said report(s), delivers to Seller, and to listing broker if Property is listed, a copy of the testing report(s) and a written notice identifying the Defect(s) to which Buyer objects (Notice of Defects). For purposes of this Testing Contingency, Defects (as defined in the Offer) do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer. **Right To Cure:** Seller (shall) (shall not) [STRIKE ONE] have the right to cure *("Shall" if neither stricken)*. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering to Buyer, within 10 days of Buyer's delivery of the Notice of Defects to Seller, a written notice stating Seller's election to cure, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written testing report(s) and (1) Seller does not have the right to cure or (2) Seller has a right to cure but (a) Seller delivers written notice to Buyer stating that Seller will not cure or (b) Seller does not timely deliver written notice of Seller's election to cure.

( ) **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place selected by Buyer) (_____) [STRIKE AND COMPLETE AS APPLICABLE].

( ) **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual) [STRIKE TWO] association fee of $ _____.

NOTE: Buyer has been informed of the availability of a limited home warranty plan.

( ) **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective on the date of closing, provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed $ _____ and will be paid by (Seller) (Buyer) [STRIKE ONE] *("Seller" if neither is stricken)* at closing. The warranty plan will be provided by the (listing) (cooperating) [STRIKE ONE] broker *("listing" if neither stricken)*. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan.

( ) **SURVEY MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] *("Seller providing" if neither stricken)* a map of the Property prepared by a Wisconsin licensed land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] *("Seller's" if neither stricken)* expense. The map shall identify the legal description of the Property, Property boundaries and boundary line dimensions, visible encroachments, the location of improvements and: _____. [STRIKE AND COMPLETE AS APPLICABLE] (Additional map specifications and features may include, but are not limited to: staking all Property corners; specifying how current the map must be; identifying streets, length of street frontage, legal access, length of water frontage, total acreage or square footage, utilities, easements and/or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.)** The map shall show no significant encroachment(s) or any information materially inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within 5 days of the earlier of: 1) Buyer's receipt of the map, or 2) the deadline for provision of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

■ **Federal VA and FHA Mortgage:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price. Seller also agrees to pay lender at time of closing, a tax service fee not to exceed $100.00.

( ) **Federal VA Mortgage:** (Buyer)(Seller) [STRIKE ONE] *("Seller" if neither is stricken)* agrees to pay the entire funding fee not to exceed _____ % (0% if not filled in) of the mortgage amount. NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

( ) **State VA Mortgage:** (Buyer)(Seller) [STRIKE ONE] *("Seller" if neither is stricken)* agrees to pay the loan origination fee not to exceed ____ % (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

( ) **Seller's Contribution:** Seller shall give Buyer a loan cost credit at closing in the amount of $ _____ *(Zero if left blank)* to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the offer to purchase.

■ **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and carefully read both pages of this Addendum. (Initialing below by Seller does not signify acceptance or agreement with the terms of this Addendum.)

(X) _____	(X) _____	(X) [signature] 4/11/16	(X) _____
Buyer's Initials ▲ Date ▲	Buyer's Initials ▲ Date ▲	Seller's Initials ▲ Date ▲	Seller's Initials ▲ Date ▲

■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable. Buyer acknowledges that Buyer has made such inspections, tests, evaluations and independent inquiries as Buyer deemed necessary concerning the Property and existing and proposed conditions and services in the surrounding area. Buyer acknowledges that in purchasing this Property, Buyer has relied on Buyer's independent inspection and analysis of the Property and upon the statements, disclosures and representations contained in this Offer, Seller's property condition report (if any) and any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or the transaction other than those stated in, or incorporated by reference into, this Offer, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the accuracy of any of Seller's or any other third party's statements, disclosures or representations contained in this Offer unless the request is specifically stated in this Offer.

■ **HAZARDOUS SUBSTANCES:** The Parties are aware that newsmedia and other public information sources indicate that asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Past flooding, water intrusion or leaking or excessive dampness may result in mold growth that may present health risks. Synthetic stucco and wood composite exterior house siding have been associated with moisture and mold related problems. Chinese drywall may emit sulfur odors and cause corrosion. Seller represents that, to the best of Seller's knowledge, the Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of mold, radon gas, lead, radium, Chinese drywall or other toxic or harmful substances or chemicals, and that there has been no past flooding, water intrusion, leaking or excessive moisture in the Property. It is recommended that Buyer (a) direct the real estate agents in this transaction to draft appropriate testing or investigation contingencies and (b) retain appropriate independent experts to test and evaluate the Property with respect to these substances and situations. See the caution at lines 4-6 and the Testing Contingency at lines 9-23 of this Addendum.

■ **INSPECTIONS, TESTS AND OPINIONS: It is recommended that Buyer have the Property and specific Property components of concern inspected by a Wisconsin registered home inspector and qualified independent inspectors/experts.** Real estate agents in this transaction may furnish a list of qualified, independent inspectors and testers to the Parties. Unless provided in writing, no representation has been made as to the competency of these inspectors/testers. The Party responsible for obtaining an inspection or test shall be solely responsible for determining the qualifications of the inspector and tester. If a broker orders any inspection or test on behalf of a Party in this transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.

■ **UNDERGROUND PETROLEUM PRODUCT STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any petroleum product contamination on the Property. If there is an abandoned underground storage tank (UST) on the Property, Seller shall, prior to closing, have a certified remover close the UST and remove it from the Property in conformance with current federal, state and local UST regulations, and provide Buyer with documentation, including the certified remover's report, confirming such UST closure at least 5 days prior to closing. Buyer's purchase of the Property may trigger the requirement to remove any USTs previously filled with water or inert solids and closed in place. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST is registered and meets all current state overfill and spill prevention, corrosion protection and operating standards. Buyer shall notify the Department of Commerce of the change of ownership of any in-use UST within 15 days of closing. Closures of basement heating oil tanks do not require a certified remover and the tank need not be removed from the site. Find local Commerce tank staff contact information: http://commerce.wi.gov/ER/ER-BST-StaffStateMap.html

■ **MUNICIPAL REPORT/ CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned special assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's expense. Seller also shall provide, at Seller's cost, any Certificate of Code Compliance, Occupancy Permit or similar government documentation as may be required under applicable municipal code at or before closing.

■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal zoning and building restrictions currently affect the use of the Property, and comprehensive plans, while strictly advisory, may affect the future use or value of the Property by influencing future development (residential, commercial, transit systems, etc.) in the municipality. Buyer is informed that some buildings are considered legal non-conforming structures because they no longer conform to current dimensional zoning standards due to zoning standards and ordinances enacted after the building was constructed. Significant restrictions may limit Buyer's ability to remodel, repair, replace or enlarge an existing non-conforming structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

■ **INSURANCE ISSUES:** The claims history of the Property, Buyer's credit history (credit score), Buyer's insurance claims history, Buyer's lifestyle (e.g., large dogs, trampoline, etc.) and the condition of the Property, including the type of electrical service (tube or aluminum wiring, fuses, less than 100 amps) and the hazards described at lines 67-76, may substantially increase Buyer's homeowner's insurance premiums or make the Property difficult to insure. Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property upon advance notice for inspections required for Buyer's homeowner's insurance application or policy. Buyer agrees to apply for insurance promptly to ensure insurance coverage will be in place upon closing. The Parties are advised to contact their insurance agents with questions regarding insurability conditions and costs.

■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Professional assistance may be required to interpret flood plain, wetlands and shoreland maps. If Buyer's lender requires flood plain insurance, Buyer agrees to pay the cost of the flood plain insurance.

BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE PROVISIONS OF THE OFFER AND THIS ADDENDUM.

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

VII

R. C. No. ___ - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 296-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Taxicab Drivers License application #0565 be denied based upon his failure to accurately reveal all relevant convictions on his applications, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 296-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Beverage Operator's License application #1009 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her record as a repeat law violator.

mcg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ___ - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 323-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends granting the following licenses with various caveats:

CHANGE OF PREMISE

No.	Name	Address
1040	Brennans on Michigan	1101 Michigan Ave. - two-day event to be held 5/7/16 to 5/8/16 to include the parking lot west and south of Bldg.
1890	Suscha's Super Bar	1054 Pennsylvania Ave. - one-day event to be held 5/7/16 to include current premise and the entire parking lot north & east of the building.

CLASS "A" BEER LICENSE (June 30, 2016)

No.	Name	Address
3189	Shopko Stores Operating Co., LLC	518 Taylor Dr.

CLASS A LIQUOR (CIDER ONLY) (June 30, 2016)

No.	Name	Address
3189	Shopko Stores Operating Co., LLC	518 Taylor Dr.

"CLASS B" LIQUOR LICENSE (June 30, 2016)

No.	Name	Address
3186	Suscha Bar	1054 Pennsylvania Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
1102	Anderson, Dawn M.	2014 Lake Aire Dr.
9920	Brickson, Stephan J.	3232 S. 11th St.
1336	Grauer, Walter J.	3416 N. 7th St.
6112	Guenther, Brett L.	816 Logan Ave.
1069	Head, Amanda J.	1713 N. 11th St.
1103	Hilpert, Eric T.	1314 N. 12th St.
*5338	Kirsch, Valerie A.	2221 N. 15th St.

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

1111	Mendez, Samantha L.	1003 Falls Park Dr., #14
7569	Pyne, Rachel L.	5902 Cart Path Rd.
1072	Rietbrock, Jennifer L.	W4412 Cty Rd., EH, Elkhart Lake
1125	Salaz, Brook L.	921 Erie Ave.
1119	Schaefer, Dane M.	3728 S. 13th St.
5002	Shembeda, Linda L.	W4161 Main Rd., Plymouth
1075	Strean, Stephanie M.	4136 N. Field Dr.
1113	Vrubley, Daniel C.	247 S. 6th St., Cedar Grove
1087	Wagaman, Leah M.	516 Forest Blvd., Sheb. Falls

TAXICAB DRIVER LICENSE (December 31, 2016)

No.	Name	Address
1535	Hou-Seye, Job E.	715 N. 14th St.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ____ - 15 - 16. By FINANCE. April 18, 2016.

Your Committee to whom was referred Res. No. 187-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2016 Budget (establish appropriation for purchase of adjacent lot to Wildwood Athletic field); recommends that the Resolution be passed.

meg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

9.3

Res. No. 187 - 15 - 16. By Alderperson Hammond. April 6, 2016.

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

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

Establish appropriation for purchase of an adjacent lot to Wildwood Athletic field which is now available for expansion of the park to add additional parking and facilities to host major tournaments:

FROM	TO	AMOUNT
Tourism Fund Unreserved Fund Balance 260-253000	Tourism Fund Land 26053000-611100	$40,000

Finance approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 15 - 16. By FINANCE. April 18, 2016.

Your Committee to whom was referred Res. No. 186-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2016 Budget (establish revenue and appropriation for donation from Webster Bank for Police Department Bike Rodeo and revenue and appropriation for advance to TID XVI for land improvements); recommends that the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 186 - 15 - 16. By Alderperson Hammond. April 6, 2016.

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

Establish estimated revenue and appropriation for donation from Webster Bank for Police Department Bike Rodeo:

FROM	TO	AMOUNT
General Fund Police Department Contribution 10121100-467101	General Fund Police Department-Patrol Police Supplies 10121100-530210	$2,000

FROM	TO	AMOUNT

Establish estimated revenue and appropriation for advance to TID XVI for land improvements:

General Fund Advance to TID XVI 101-133426	TID XVI Land Improvements 42661100-611200	$500,000

Finance approve.

Establish estimated revenue and appropriation for damage fees received:

FROM	TO	AMOUNT
General Fund Damage Fees 10131100-451301	General Fund Traffic Control Equipment 10133250-530255	$21,500
	General Fund Street Lighting Equipment 10133160-530255	$12,500

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

City 1

ORIGINAL

FIRST AMENDMENT
TO
CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
EIGHTH STREET SHEBOYGAN HOUSING CORPORATION

THIS FIRST AMENDMENT TO CONTRACT FOR SALE OF LAND FOR PRIVATE DEVELOPMENT (this "**Amendment**") is made and entered into as of March _, 2016, by and between the City of Sheboygan (the "**City**"), and Eighth Street Sheboygan Housing Corporation, a Wisconsin domestic business corporation ("**Developer**").

RECITALS:

WHEREAS, Developer and the City entered into that certain Contract for Sale of Land for Private Development dated as of December 11, 2015 (the "**Agreement**") whereby the City agreed to convey and Developer agreed to acquire and develop the Property (as such term is defined in the Agreement);

WHEREAS, Developer and the City hereby desire to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City, intending to be bound, hereby agree as follows:

1. Recitals and Definitions. The foregoing Recitals are hereby incorporated as if fully set forth herein. Capitalized terms not otherwise defined herein shall have the same meaning as when defined in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

a. Construction Schedule and Property Conveyance Date. The anticipated construction schedule and Property conveyance date set forth in Article I are hereby deleted in their entirety and replaced with the following:

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	
(Conditional Use/Architectural Review)	June 2016
Issuance of Building Permits	July 2016
Start Construction	July 2016
Substantial Completion	July 2017

ORIGINAL

It is anticipated that the Property will be sold and conveyed as follows:

Sell and Convey Property July 2016

b. Closing. Section 204(b)(1) is hereby amended by deleting said subsection (i) in its entirety and replacing it with the following:

Time and Place for Delivery of Deed. The closing of the transaction and conveyance referred to herein shall occur before July 15, 2016, or on an earlier date selected by Developer upon not less than 5 business days' prior written notice to the City, or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the purchase price to the City at such time and place.

c. Financing Contingency. Section 204(b)(1) is hereby amended by deleting said subsection (1) in its entirety and replacing it with the following:

(1) Evidence of Equity Capital and Bank Mortgage Financing. As promptly as possible, but not later than June 15, 2016, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.

d. ROFR Agreement. Developer has determined that the ROFR Agreement is not needed and, consequently, Section 1205 of the Agreement, together with all references to the ROFR Agreement, is deleted from the Agreement.

e. City and Developer Agreements. Section 204(i) is hereby amended by deleting the reference to "ninety (90) days after the effective date" and replacing it with "one hundred twenty (120) days after the effective date."

f. Environmental Contribution . The Agreement is hereby amended by adding the following new Sections 503 through and including 507 to the end of Article V:

SEC. 503. City Site Preparation Responsibilities. In addition to the other responsibilities and obligations of the City set forth in this Agreement, the City agrees to timely pay Developer the full amount of the Plan Implementation Costs(as hereinafter defined) in accordance with the terms and provision set forth below:

(a) Developer and the City have reviewed reports documenting the environmental and geotechnical characteristics of the Property. As evidenced in those reports, development of the Property and the Project will require proper handling and treatment of suitable, unsuitable and potentially contaminated materials ("Fill Materials"), including i) suitable soils that can be reused at the Property, ii) unsuitable soils, iii) concrete and building rubble, iv) and debris. The handling of these Fill Materials will be governed by a "Soil and Fill Management Plan for Construction," (as the same may be amended from time to time with the approval

of Developer, "Fill Management Plan") being jointly developed by Developer and the City, and that is to be approved by the Wisconsin Department of Natural Resources ("WDNR"). The entire cost and expense incurred to prepare the Fill Management Plan in a manner acceptable to the WDNR and Developer, and complete all activities specified therein, is herein referred to in the aggregate as the "Plan Implementation Costs." Plan Implementation Costs include, but are not limited to sampling, management and disposal, or relocation, of Fill Materials and any costs for activities that were not included in Developer's Development Pro Forma that are required by WDNR to get Case Closure as defined in Ch. NR726, Wis. Admin. Code.

(b) Based on prior information that the City provided to Developer regarding suitable and uncontaminated fill materials at the Property, Developer's Development Pro Forma included $225,600 toward the cost of excavating and managing suitable and uncontaminated fill materials that were anticipated site-wide.

(c) Developer will construct the Project in compliance with the Fill Management Plan. Developer will be responsible for excavation costs up to but not to exceed $225,600 ("Developer Site Preparation Costs"). Developer will provide the City with copies of the portions of the draw requests applicable to the Plan Implementation Costs and will provide the City with reasonable proof of payment of the Developer Site Preparation Costs. The City will be responsible for timely paying the Plan Implementation Costs. The City shall make such payments on a monthly draw basis in accordance with the terms of a Disbursement Agreement to be entered into by Developer, the City, the Title Company and Developer's lender in form and substance reasonably acceptable to such parties (the "Disbursing Agreement"). The Disbursing Agreement shall provide for the City to deposit with the Title Company on a monthly basis and within five (5) business days after request therefor, the full amount of Plan Implementation Costs payable under the applicable draw request in accordance with the applicable terms of the Disbursing Agreement and will authorize the Title Company to disburse the same to Developer or the applicable contractors as more particularly provided therein.

SEC. 504. **Site Preparation Savings**. In order to minimize Plan Implementation Costs, the WDNR approved Fill Management Plan may include the excavation, transportation and use of fill materials from the Greenspace Parcel (as hereinafter defined) either at the Property or deposited at another location, and allow the disposal of contaminated or unsuitable Fill Materials on the Greenspace Parcel, but only if it results in an overall Project cost savings, taking into account lower disposal and transportation costs, but potentially higher development costs ("Extraordinary Costs") to address incidental geotechnical, environmental and construction conditions on the Greenspace Parcel. Extraordinary Costs shall be included in the Plan Implementation Costs. In addition, the City may elect to provide a City owned location for depositing clean fill materials from the Greenspace Parcel.

SEC. 505. **WPDES Permit**. Developer may elect to secure a WPDES permit to allow the discharge of water from the Property to the storm sewer. This may not be practical or permissible based on site conditions and potential contamination, and subject to routine

permitting and approval, the City will allow the Developer to dewater and discharge pumped water to the City sanitary sewer system at no charge to Developer.

SEC. 506. **Exempt Material: Concrete**. The Property contains extensive concrete slabs and walls. To the extent that the concrete is unpainted and regarded as an exempt material under the Fill Management Plan, it may be crushed on, or off, site and reused.

SEC. 507. **Post-Excavation Sampling and Case Closure.** At reasonable distance intervals following the removal of the lowest level of concrete slab(s), the City shall provide for Stantec, its environmental professional, to observe and document the condition of the sub-slab soils, and incorporate its report into a final request for Case Closure to the WDNR pursuant to Ch. NR726, Wis. Admin. Code. Developer will ensure the filing of the Case Closure report and the cost will be included in the Plan Implementation Cost.

g. Submittal and Approval of Plans. Section 701 is hereby amended by deleting the reference to "April 30, 2016" and replacing it with "June 15, 2016" in the first paragraph thereof and deleting "May 13, 2016" in both places it appears in the last paragraph of Section 701 and replacing them with "July 15, 2015."

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of all of the parties hereto. Electronically transmitted counterparts of this Amendment or signature pages hereof shall have the same force and effect as originals.

4. Amendment; Ratification. By their signatures hereto, Developer and the City agree to be bound by the provisions of the Agreement, as amended by this Amendment. Except as amended hereby, the Agreement shall remain in full force and effect and is ratified and confirmed.

(Remainder of Page Left Intentionally Blank; Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date set forth above.

CITY:

CITY OF SHEBOYGAN,
WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST:

_____
Susan Richards
City Clerk

CITY COMPTROLLER

BY: _____
Nancy Wasmer
Comptroller/City Treasurer

DEVELOPER:

EIGHTH STREET HOUSING CORPORATION

BY: _____
Michael Morey,
President

BY: _____
Michael C. Morey,
Vice President

[Signature Page 2 of 2 to First Amendment to Contractor for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth Street Sheboygan Housing Corporation]

VIII

R. C. No. ____ - 15 - 16. By FINANCE. April 18, 2016.

Your Committee to whom was referred Res. No. 193-15-16 by Alderperson Hammond approving the First Amendment to Contract for Sale of Land for Private Development By and Between the City of Sheboygan and Eighth Street Housing Corporation; recommends that the Resolution be passed.

MA

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL

Res. No. 193- 15 - 16. By Alderperson Hammond. April 11, 2016.

A RESOLUTION approving the First Amendment to Contract for Sale of Land for Private Development By and Between the City of Sheboygan and Eighth Street Housing Corporation.

RESOLVED: That the City of Sheboygan hereby approves the First Amendment to Contract for Sale of Land for Private Development By and Between the City of Sheboygan and Eighth Street Housing Corporation, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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

Finance approve

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

FIRST AMENDMENT
TO
CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
EIGHTH STREET SHEBOYGAN HOUSING CORPORATION

THIS FIRST AMENDMENT TO CONTRACT FOR SALE OF LAND FOR PRIVATE DEVELOPMENT (this "**Amendment**") is made and entered into as of March _, 2016, by and between the City of Sheboygan (the "**City**"), and Eighth Street Sheboygan Housing Corporation, a Wisconsin domestic business corporation ("**Developer**").

RECITALS:

WHEREAS, Developer and the City entered into that certain Contract for Sale of Land for Private Development dated as of December 11, 2015 (the "**Agreement**") whereby the City agreed to convey and Developer agreed to acquire and develop the Property (as such term is defined in the Agreement);

WHEREAS, Developer and the City hereby desire to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City, intending to be bound, hereby agree as follows:

1. Recitals and Definitions. The foregoing Recitals are hereby incorporated as if fully set forth herein. Capitalized terms not otherwise defined herein shall have the same meaning as when defined in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

a. Construction Schedule and Property Conveyance Date. The anticipated construction schedule and Property conveyance date set forth in Article I are hereby deleted in their entirety and replaced with the following:

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	
(Conditional Use/Architectural Review)	June 2016
Issuance of Building Permits	July 2016
Start Construction	July 2016
Substantial Completion	July 2017

It is anticipated that the Property will be sold and conveyed as follows:

Sell and Convey Property July 2016

b. Closing. Section 204(b)(1) is hereby amended by deleting said subsection (i) in its entirety and replacing it with the following:

Time and Place for Delivery of Deed. The closing of the transaction and conveyance referred to herein shall occur before July 15, 2016, or on an earlier date selected by Developer upon not less than 5 business days' prior written notice to the City, or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the purchase price to the City at such time and place.

c. Financing Contingency. Section 204(b)(1) is hereby amended by deleting said subsection (1) in its entirety and replacing it with the following:

(1) Evidence of Equity Capital and Bank Mortgage Financing. As promptly as possible, but not later than June 15, 2016, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.

d. ROFR Agreement. Developer has determined that the ROFR Agreement is not needed and, consequently, Section 1205 of the Agreement, together with all references to the ROFR Agreement, is deleted from the Agreement.

e. City and Developer Agreements. Section 204(i) is hereby amended by deleting the reference to "ninety (90) days after the effective date" and replacing it with "one hundred twenty (120) days after the effective date."

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SEC. 503. City Site Preparation Responsibilities. In addition to the other responsibilities and obligations of the City set forth in this Agreement, the City agrees to timely pay Developer the full amount of the Plan Implementation Costs(as hereinafter defined) in accordance with the terms and provision set forth below:

(a) Developer and the City have reviewed reports documenting the environmental and geotechnical characteristics of the Property. As evidenced in those reports, development of the Property and the Project will require proper handling and treatment of suitable, unsuitable and potentially contaminated materials ("Fill Materials"), including i) suitable soils that can be reused at the Property, ii) unsuitable soils, iii) concrete and building rubble, iv) and debris. The handling of these Fill Materials will be governed by a "Soil and Fill Management Plan for Construction," (as the same may be amended from time to time with the approval

of Developer, "Fill Management Plan") being jointly developed by Developer and the City, and that is to be approved by the Wisconsin Department of Natural Resources ("WDNR"). The entire cost and expense incurred to prepare the Fill Management Plan in a manner acceptable to the WDNR and Developer, and complete all activities specified therein, is herein referred to in the aggregate as the "Plan Implementation Costs." Plan Implementation Costs include, but are not limited to sampling, management and disposal, or relocation, of Fill Materials and any costs for activities that were not included in Developer's Development Pro Forma that are required by WDNR to get Case Closure as defined in Ch. NR726, Wis. Admin. Code.

(b) Based on prior information that the City provided to Developer regarding suitable and uncontaminated fill materials at the Property, Developer's Development Pro Forma included $225,600 toward the cost of excavating and managing suitable and uncontaminated fill materials that were anticipated site-wide.

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SEC. 504. **Site Preparation Savings**. In order to minimize Plan Implementation Costs, the WDNR approved Fill Management Plan may include the excavation, transportation and use of fill materials from the Greenspace Parcel (as hereinafter defined) either at the Property or deposited at another location, and allow the disposal of contaminated or unsuitable Fill Materials on the Greenspace Parcel, but only if it results in an overall Project cost savings, taking into account lower disposal and transportation costs, but potentially higher development costs ("Extraordinary Costs") to address incidental geotechnical, environmental and construction conditions on the Greenspace Parcel. Extraordinary Costs shall be included in the Plan Implementation Costs. In addition, the City may elect to provide a City owned location for depositing clean fill materials from the Greenspace Parcel.

SEC. 505. **WPDES Permit**. Developer may elect to secure a WPDES permit to allow the discharge of water from the Property to the storm sewer. This may not be practical or permissible based on site conditions and potential contamination, and subject to routine

permitting and approval, the City will allow the Developer to dewater and discharge pumped water to the City sanitary sewer system at no charge to Developer.

SEC. 506. **Exempt Material: Concrete**. The Property contains extensive concrete slabs and walls. To the extent that the concrete is unpainted and regarded as an exempt material under the Fill Management Plan, it may be crushed on, or off, site and reused.

SEC. 507. **Post-Excavation Sampling and Case Closure.** At reasonable distance intervals following the removal of the lowest level of concrete slab(s), the City shall provide for Stantec, its environmental professional, to observe and document the condition of the sub-slab soils, and incorporate its report into a final request for Case Closure to the WDNR pursuant to Ch. NR726, Wis. Admin. Code. Developer will ensure the filing of the Case Closure report and the cost will be included in the Plan Implementation Cost.

g. Submittal and Approval of Plans. Section 701 is hereby amended by deleting the reference to "April 30, 2016" and replacing it with "June 15, 2016" in the first paragraph thereof and deleting "May 13, 2016" in both places it appears in the last paragraph of Section 701 and replacing them with "July 15, 2015."

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of all of the parties hereto. Electronically transmitted counterparts of this Amendment or signature pages hereof shall have the same force and effect as originals.

4. Amendment; Ratification. By their signatures hereto, Developer and the City agree to be bound by the provisions of the Agreement, as amended by this Amendment. Except as amended hereby, the Agreement shall remain in full force and effect and is ratified and confirmed.

(Remainder of Page Left Intentionally Blank; Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date set forth above.

CITY:

CITY OF SHEBOYGAN,
WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST:

_____
Susan Richards
City Clerk

CITY COMPTROLLER

BY: _____
Nancy Wasmer
Comptroller/City Treasurer

DEVELOPER:

EIGHTH STREET HOUSING CORPORATION

BY: _____
Michael Morey,
President

BY: _____
Michael C. Morey,
Vice President

[Signature Page 2 of 2 to First Amendment to Contractor for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth Street Sheboygan Housing Corporation]

VIII

R. C. No. ___ - 15 - 16. By FINANCE. April 18, 2016.

Your Committee to whom was referred Res. No. 192-15-16 (DIRECT REFERRAL) by Alderperson Hammond approving the terms and conditions of the Development Agreement between the City of Sheboygan, Redevelopment Authority and South Pier Sheboygan, LLC; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

III

DIRECT REFERRAL

Res. No. 192 - 15 - 16. By Alderperson Hammond. April 11, 2016.

A RESOLUTION approving the terms and conditions of the Development Agreement between the City of Sheboygan, Redevelopment Authority and South Pier Sheboygan, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Developers Agreement between South Pier Sheboygan, LLC and the City of Sheboygan/Redevelopment Authority, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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

Finance & Redevelopment Auth approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

COOPERATION AGREEMENT
FOR THE
CONVEYANCE AND PRIVATE DEVELOPMENT
OF LAND

(South Pier Townhomes Project)

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COOPERATION AGREEMENT

FOR THE

CONVEYANCE AND PRIVATE DEVELOPMENT

OF LAND

(South Pier Townhomes Project)

AGREEMENT, made this _____ day of _____, 2016, by and among the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin , the Redevelopment Authority of the City of Sheboygan, a public body corporate and politic organized and existing under the laws of the State of Wisconsin ("RDA"), South Pier Sheboygan, LLC, a Wisconsin limited liability company ("SPS") and _____, [an "S" corporation and affiliate of SPS] ("S"), (collectively, SPS and S are referred to herein as "Developer").

WITNESSETH

WHEREAS, the South Pier District is within the boundaries of Tax Incremental District No. 6 – Harbor Centre Redevelopment Area ("TID-6") and Amendment No. 2 to the TID-6 Project Plan provides for the funding of development incentives as TID-6 Project Costs; and

WHEREAS, RDA is the owner of certain real property located within the South Pier District, generally bounded by South Pier Drive, Illinois Avenue and Blue Harbor Drive, which includes four interior parcels with an aggregate area of approximately 4.52 acres, which are depicted as Lots 6, 7, 8 and 9 on EXHIBIT A (the "Project Site"); and

WHEREAS, the RDA is also the owner of two public parking lots located immediately adjacent to the Project Site, with an aggregate area of approximately 2.48 acres, which are depicted on EXHIBIT B (the "Parking Lots"); and

WHEREAS, Developer proposes to construct its South Pier Townhomes Project (the "Project") on the Project Site in two phases, with Phase I of the Project, consisting of approximately 52 residential units, to be constructed on Lots 6 and 7 of the Project Site and with Phase II of the Project, consisting of approximately 36 residential units, to be constructed on Lots 8 and 9 of the Project Site; and

WHEREAS, RDA is willing to convey the Project Site to Developer pursuant to the terms of a ground lease in substantially the form attached as EXHIBIT C (the "Ground Lease") in order to promote implementation of the Project; and

WHEREAS, RDA is willing to execute and deliver to Developer an access easement over the Parking Lots in substantially the form attached as EXHIBIT D (the "Parking Lot Easement") in order to provide access to the Project Site and to promote development of the Project; and

WHEREAS, City is willing to provide a development incentive to the Project by

depositing $1,710,000 TID-6 Funds into an escrow and disbursement agreement in substantially the form attached as EXHIBIT E (the "Disbursing Agreement") for disbursement to S as Project costs are incurred; and

WHEREAS, it is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals (Conditional Use/Architectural Review	June 2016
Issuance of Building Permits for Phase 1	July 2016
Start of Construction for Phase 1	August 2016
Substantial Completion for Phase 1	April 2017
Issuance of Building Permits for Phase 2	July 2017
Start of Construction for Phase 2	August 2017
Substantial Completion for Phase 2	April 2018

WHEREAS, this Agreement permits SPS to undertake the Project in cooperation with various Affiliates in consideration of SPS's covenant to direct the operations of all of its Affiliates involved in the Project. CITY and RDA acknowledge that they will rely upon SPS, both as the primary developer of the Project and for the performance of all substantive obligations under this Agreement, notwithstanding the fact that title to portions of the Project may be held by SPS's Affiliates; and

WHEREAS, City and RDA believe that the development of the Project Site through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City, RDA and the health, safety and welfare of City's residents.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

"Affiliate" means a person, entity or entities directly or indirectly under the same control or management as SPS or a person, entity or entities controlling or managing SPS.

"City Investment" means the amount of $1,710,000, to be made available by City from TID-6, or such other sources as may be determined by City, in order to allow the City, RDA and Developer to implement the Project in accordance with this Agreement. References in this Agreement to City Investment shall include the Initial City Investment and Subsequent City Investment.

"Completion Certificate" means a certificate in substantially the form attached as EXHIBIT F.

"Disbursing Agreement" means an Escrow Disbursement Agreement, dated even herewith, in substantially the form attached as EXHIBIT E.

"Ground Lease" means a ground lease, dated even herewith, in substantially the form attached as EXHIBIT C.

"Hard Costs" means _____.

"Initial City Investment" means up to $1,008,900.

"Parking Lots" means two public parking lots located immediately adjacent to the Project Site which are depicted on Exhibit D.

"Parking Lot Easement" means access an easement over the Parking Lots, dated herewith, in substantially the form attached as EXHIBIT D.

"Phase" means each phase of the Project currently contemplated by Developer, as depicted on the Project Site Plan and described on the Project Timetable. The Phases may be revised from time to time during the term of this Agreement with the written approval of City.

"Project" means the project more particularly described in Article II hereof.

"Project Documents" means the instruments, agreements and documents listed on EXHIBIT G.

"Project Plans" means plans and specifications for the Project, including separate final plans and specifications for each Phase of the Project, which are subject to the approval of City.

"Project Site" means the real Project Site described on EXHIBIT A attached hereto.

"Project Site Plan" means a site plan for the Project Site, depicting the two Phases as currently contemplated by Developer, attached as EXHIBIT H. The Project Site Plan may be revised from time to time during the term of this Agreement with the written approval of City.

"Project Timetable" means the preliminary schedule for implementation of the Project set forth in the "Whereas" clause above. The Project Timetable may be revised from time to time during the term of this Agreement, provided that material changes shall be subject to the written approval of City.

"Soft Costs" means _____.

"Substantial Completion" means _____.

"Subsequent City Investment" means up to $701,100.

"TID-6" means Tax Incremental District No. 6 – Harbor Centre Redevelopment Area.

"Unit Started" means footings, foundation and slab up to grade.

1.2 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The table of contents, captions, and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction, or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

2. PROJECT DESCRIPTION

The Project consists of the construction of an approximately 88 unit townhouse development with approximately 232 parking spaces in two phases. Phase I will include construction of an estimated 52 townhome units with approximately 129 parking spaces in the areas depicted as "Development C" and "Development D" on the Project Site Plan. Phase II will include construction of an estimated 36 townhome units with approximately 103 parking spaces in the area depicted as "Development A" and "Development B" on the Project Site Plan. The total estimated Project cost for both Phases is approximately $11,500,000. Developer contemplates the use of first mortgage financing for 70% of Project costs with the remaining 30% of Project costs to be comprised of a Developer contribution of $1,710,000 and the City Investment.

3. DEVELOPER OBLIGATIONS

3.1 Developer Obligations. During the term of this Agreement, and with respect to each Phase, Developer shall, in accordance with the Project Timetable:

(a) Submit any revisions to the Project Plans and Project Timetable to City for approval.

(b) Submit to the City, in a form reasonably satisfactory to the City, evidence that Developer has received all federal, state and local agency approvals which are necessary to undertake the construction of the Project.

(c) Secure the written approval of City of final Project Plans for each Phase of the Project.

(d) Undertake the Project in Phases and in a manner generally consistent with the Project Description and the Project Plans, and substantially complete each such Phase in accordance with the Project Timetable,

(e) As development of the Project proceeds, submit to City, as appropriate and required, copies of any material changes, additions, and/or refinements to the plans and

specifications for the Project and, with respect to any change, addition, or refinement that constitutes a material modification to the Project description, as theretofore revised or amended, obtain the prior written consent City.

(f) Execute and deliver all Project Documents to which it is a party.

4. SPS COVENANTS

4.1 Affiliates. SPS shall direct the operations of each of its Affiliates involved in the Project to assure performance of all substantive obligations of SPS under this Agreement notwithstanding the fact that title to portions of the Project may be held by SPS's Affiliates from time to time. In addition, upon City's written request, SPS shall direct its Affiliates to join in and to execute Project Documents which relate to portions or Phases of the Project to be undertaken by such Affiliates. The parties contemplate that SPS's Affiliate S will be party to the Disbursement Agreement and receive disbursements of City Investment as Project costs are incurred.

5. EASEMENTS AND CONVEYANCES

The parties acknowledge that upon execution and delivery of this Agreement RDA will, pursuant to the Ground Lease, execute a metes and bounds conveyance of the Project Site to Developer in order to accommodate closing on financing for the Project and the commencement of construction of Phase I. Developer, as a condition to securing financing for the Project, has committed to its lender to initiate a certified survey map to further divide and delineate the various parcels included in the Project Site. Such certified survey map is a Project Document.

The parties agree to cooperate in the finalization of the certified survey map in conjunction with the finalization of plans and specifications for the Project pursuant to Section 11. The parties further agree to execute and record such documents as may be necessary to substitute new legal descriptions referencing the recorded certified survey maps for the initial metes and bounds legal descriptions and area depictions attached to the recorded Ground Lease and Parking Lot Easement.

CITY and RDA will also assist Developer in the finalization of all additional easements and conveyances necessary to implement the Project.

6. CITY OBLIGATIONS

6.1 During the term of this Agreement City shall undertake the following, in accordance with the Project Timetable:

(a) Initial City Investment. Directly fund the City Investment hereunder through the deposit of $1,710,000 pursuant to the terms of the Disbursement Agreement, for disbursement to S in order to allow Developer to commence the Project as provided herein.

(b) Assist Developer in obtaining as expeditiously as possible, all permits, approvals, variances, licenses, certificates, inspections, and consents that may be necessary or desirable to enable Developer to commence and carry out all obligations and actions under this

Agreement and the Project Documents; provided that nothing contained herein shall be deemed to limit or waive the City's independent right and authority to review and consider each request for such approvals.

(c) Within twenty (20) business days following submission of final plans and specifications for each Phase by Developer, either provide Developer with City's written approval of said plans and specifications or a written explanation of the modifications necessary in order to secure such approval.

(d) Execute and deliver all Project Documents to which it is a party.

(e) Approve disbursement of funds under the Escrow Disbursement Agreement subject to Developer's compliance with the requirements of this Agreement and the Escrow Disbursement Agreement.

7. RDA OBLIGATIONS

7.1 During the term of this Agreement, RDA shall undertake the following in accordance with the Project Timetable:

(a) Assist Developer in obtaining as expeditiously as possible, all permits, approvals, variances, licenses, certificates, inspections, and consents that may be necessary or desirable to enable Developer to commence and carry out all obligations and actions under this Agreement and the Project Documents.

(b) Through the provision of staff assistance, aid Developer in the finalization of any Developer actions required by this Agreement.

(c) Execute and deliver all Project Documents to which it is a party.

8. CONDITIONS PRECEDENT

8.1 The parties obligations to execute and deliver this Agreement and the Project Documents referenced herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions:

(a) Project Site Conveyance. Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will accept conveyance of the Project Site under this Agreement.

(b) Financing Contingency. Developer obtaining and delivering pursuant to the following section, a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.

(i) City Contribution. Notwithstanding other costs and expenses paid or incurred as of the date of this Agreement and in order for this Project to occur, based on a total project cost of $11,500,000 consisting of both hard costs in the amount of approximately $10,485,000 and soft costs in the amount not-to-exceed $1,015,000, the City is responsible to pay for 15% of the total cost not to exceed $1,710,000 divided by 88 units or $19,432 per unit, when the Building Inspector has certified the number of Units Started per phase of the Project.

(ii) Evidence of Equity Capital and Bank Mortgage Financing. As promptly as possible, but not later than the date of this Agreement, Developer shall submit to City evidence reasonably satisfactory to City that Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project.

(c) Environmental. City delivering to Developer, within fifteen (15) days prior to execution of this Agreement, all environmental information in the possession of City and/or City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to proceed is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the date of this Agreement, that (i) such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Project Site to which Developer may object or (ii) Developer, at its expense, after reviewing for its own purposes and satisfying such requirement for Developer's lender, the environmental Phase II or soil and groundwater tests inspections, determines to move forward with the Project.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Project Site, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Project Site, Developer may, in Developer's sole discretion, accept conveyance of the Project Site "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.

(d) Title. RDA delivering to Developer, within 10 days prior to the date of this Agreement, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Commitment") with respect to the Project Site, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Commitment shall be paid by RDA).

Within ten (10) days after Developer's receipt of the Title Commitment, Developer shall notify RDA in writing of any unacceptable exceptions which are disclosed in the Title Commitment. The Title Commitment shall contain such endorsements required by Developer, which endorsements shall be obtained at Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and RDA shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that RDA is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the Title Commitment will be paid or satisfied by RDA or insured over by the Title Company on or prior to execution and delivery of the Ground Lease.

In the event that RDA elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that RDA elects not to cure any defect or disapproved matter, Developer may, within ten (10) days after receipt of written notice from RDA that RDA has been unable to cure or is unwilling to cure and accept conveyance of the Project Site "as-is."

(e) Survey. Developer's receipt, of a current survey of the Project Site (the "Survey") from RDA made by a surveyor licensed in the State of Wisconsin. Developer shall notify City and RDA in writing of any unacceptable exceptions which are disclosed in the Survey. In the event Developer disapproves of any matter pertaining to the Survey, Developer may request and City and RDA shall, upon receipt of written request from Developer, use their best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that City and RDA are attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to the Survey shall be extended for a commensurate period.

If such Survey continues to show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Project Site, as determined by Developer, within Developer's sole discretion, Developer may accept conveyance of the Project Site "as-is" despite the existence of such condition on the Survey.

9. SPECIAL PROVISIONS

9.1 Minimum Hard Cost Investment. Developer shall utilize the Project Site by constructing the Project and all related improvements, at a minimum hard cost of Ten Million Four Hundred Eighty-Five Thousand and 00/100 Dollars ($10,485,000.00) dollars] (the "Minimum Hard Cost Investment").

The Minimum Hard Cost Investment includes hard costs for construction of all buildings and other improvements on Project Site and leasehold improvements together with all other costs incurred by Developer or its successors or assigns, in connection with the Project, on or before the final completion date of construction of the Project on the Project Site as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Project Site.

Any provision of this Agreement to the contrary notwithstanding, City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Hard Cost Investment requirements by the dates set forth in the Project Timetable shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Project Site not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Project Site, or a time period commensurate with the period of delay, as the case may be.

10. RIGHTS OF ACCESS TO PROJECT SITE

10.1 Right of Entry for Utility Service. City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Project Site at all reasonable times and upon reasonable advance written request, for the purpose of reconstructing, maintaining, repairing, or servicing public utilities located within the Project Site boundary lines and provided for in easements of record.

10.2 Developer Not to Construct Over Utility Easements. Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by City, and unless Developer indemnifies and agrees to hold harmless City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

10.3 Access to Project Site. After the conveyance of the Project Site by RDA to Developer, pursuant to the Ground Lease, upon reasonable advance written request, Developer shall permit the representatives of City access to the Project Site at all reasonable times which City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Project. No

compensation shall be payable nor shall any charge be made in any form for the access provided for in this section.

11. CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

11.1 Plans for Construction of Improvements. Plans and specifications with respect to the development of the Project Site and the construction of the Project thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, Developer shall submit to City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule for Phase I (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to Phase I of the Project to be constructed by Developer on the Project Site, in sufficient completeness and detail to show that such improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by City thereof shall be required for Phase I except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by City.

If City, in its reasonable discretion, rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by City, which approval shall not be unreasonably withheld or delayed, provided, that in any event Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by City, no later than ninety (90) days after the date Developer receives written notice from City of City's first rejection of the original Construction Plans submitted to it by Developer.

All work with respect to the Phase I of the Project to be constructed or provided by the Developer on the Project shall be in material conformity with the Construction Plans as approved by City.

11.2 Changes in Construction Plans. If Developer desires to make any material change in the Construction Plans for either Phase after their approval by City, Developer shall submit the proposed change to City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 11.1 hereof with respect to such previously approved Constructions Plans, City shall approve the proposed change and notify the

Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by City unless rejection thereof, in whole or in part, by written notice thereof by City to Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of City's receipt of notice of such change.

11.3 Progress Reports. Subsequent to the conveyance of the Project Site, or any part thereof, to Developer, and until construction of the Project has been completed, Developer shall make monthly reports, in such detail as may reasonably be requested by City, as to the actual progress of Developer with respect to such construction.

11.4 Phase II. The procedures, terms and conditions set forth in this Section shall also separately apply to the submission and approval of Construction Plans for Phase II of the Project.

12. RESTRICTIONS UPON USE OF PROJECT SITE

12.1 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Project Site, or any part thereof, and any conveyance shall contain covenants on the part of Developer for itself, and such successors and assigns, that Developer, and such successors and assigns, shall:

(a) devote the Project Site to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-five (25) years from date of completion of the Project; and

(b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Project Site or any improvements erected or to be erected thereon, or any part thereof.

12.2 Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and any conveyance shall so expressly provide, that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, City and any successor in interest to the Project Site, or any part thereof, against Developer, its successors and assigns and every successor in interest to the Project Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

12.3 City Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that City and its governmental successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 12.1 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided in Section 12.1. Such agreements and covenants shall (and any conveyance shall so state) run in favor of City for the entire period during which

such agreements and covenants shall be in force and effect, without regard to whether City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

13. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

13.1 Representations as to Project. Developer represents and covenants that its acceptance of the conveyance of the Project Site, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Project Site and not for speculation in land holding. The Developer further recognizes that, in view of the importance of the development of the Project Site to the general welfare of the community that the qualifications and identity of Developer are of particular concern to the community and City. Developer further recognizes that it is because of such qualifications and identity that City is entering into this Agreement with Developer and, in so doing, is further willing to accept and rely on the obligations of Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

13.2 Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to substantial completion of each Phase of the Project as certified by City in the form of a final Completion Certificate for such Phase of the Project and without the prior written approval of City:

(a) there shall be no transfer of ownership interests in Developer (including any of its constituent organizations or Affiliates) by any party owning ten percent (10%) or more of the ownership interests in Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest);

(b) nor shall any such owner suffer any such transfer to be made;

(c) nor shall there be or be suffered to be by Developer, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of Developer or the degree thereof, by any other method or means.

With respect to this provision, Developer and the parties signing this Agreement on behalf of Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

13.3 Prohibition Against Transfer of Project Site and Assignment of Agreement. For the foregoing reasons Developer represents and agrees for itself, and its successors and assigns, that:

(a) Except only by way of security for, and only for,

(i) the purpose of obtaining financing necessary to enable Developer or any successor in interest to the Project Site, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and

(ii) any other purpose or as otherwise authorized by this Agreement, Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to substantial completion of each Phase of the Project as certified by City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Project Site encompassing any uncompleted Phase, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of City, which approval shall not be unreasonably withheld or delayed.

(b) City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer (or, in the event the transfer is of or relates to part of the Project Site, such obligations to the extent that they relate to such part).

(ii) Any proposed transferee, by instrument in writing satisfactory to City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of City, have expressly assumed all of the obligations of Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to part of the Project Site, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project Site, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit City of or with respect to any rights or remedies or controls with respect to the Project Site or the construction of the Project; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project Site and the construction of the Project that City would have had, had there been no such transfer or change.

(c) There shall be submitted to City for review all instruments and other legal documents involved in effecting transfer; and if approved by City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to Developer in writing.

In the event, the transferee satisfies the foregoing conditions, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments or townhouses which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by City.

13.4 Information as to Members. In order to assist in the effectuation of the purposes of this Section, Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

(a) Developer will promptly notify City of any and all changes of greater than ten percent (10%) in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such company, or with respect to the identity of the parties in control of Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and

(b) Developer, its successors or assigns, shall, at such time or times as City may request, furnish City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of Developer, setting forth all of the members of Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in Developer their names and the extent of such interest, all as determined or indicated by the records of Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own ten percent (10%) or more interest in Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished to City annually thereafter on the anniversary of the date of this Agreement.

14. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

14.1 Limitation Upon Encumbrance of Project Site. Prior to the substantial completion of each Phase of the Project, as certified by City in the form of an Completion Certificate, neither Developer nor any successor in interest to the Project Site or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon such Phase of the Project Site, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Project Site, except for the purposes of obtaining:

(a) funds only to the extent necessary for construction of the Project; and,

(b) such additional funds, if any, unless requested by Developer and approved by City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, Developer (or successor in interest) shall notify City in advance of any financing, secured by mortgage or

other similar lien instrument, it proposes to enter into with respect to the Project Site, or any part thereof, and in any event it shall promptly notify City of any encumbrance or lien that has been created on or attached to the Project Site, whether by voluntary act of Developer or otherwise.

14.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

(a) any other party who thereafter obtains title to the Project Site or such part from or through such holder; or,

(b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;)

Shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

14.3 Copy of Notice of Default to Mortgagee. Whenever City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer in its obligations under this Agreement, City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of City.

14.4 Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 14.3 hereof, which has not been cured by Developer within seventy-five (75) days (of receiving notice of such breach or default from City, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to City, by written agreement satisfactory to City, to complete, in the manner provided in this Agreement, the Project on the Project Site or the part thereof to which the lien or title of such holder relates.

14.5 City's Option to Cure Mortgage Default. In the event of Developer failing to cure a default or breach within the applicable cure period prior to the completion of the either Phase of the Project by Developer, or any successor in interest, in or of any of its obligations under, and

to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Project Site or part thereof, City may at its option cure such default or breach, in which case City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or Developer's successors in interest of all costs and expenses incurred by City in curing such default or breach and to a lien upon the Project Site (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subordinate and subject always to the lien or liens of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Project Site authorized by this Agreement, including but not limited to, the lien of Developer's mortgage holder.

14.6 Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Project Site, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall also include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

15. REMEDIES

15.1 In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall, upon written notice from any other party, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

15.2 Vesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Project Site pursuant to the Ground Lease and prior to completion of the Project as certified by City in the form of the Completion Certificate:

(a) Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the beginning and completion thereof as set forth in this Agreement) or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months, six (6) months if the default is with respect to the date for completion of the Project) after written demand by City so to do; or

(b) Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due or within any applicable grace period, or shall place thereon any encumbrance or lien unauthorized by this Agreement or

approved by City, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to City made for such payment, removal or discharge, within:

(i) ninety (90) days after written demand by City so to do, or

(ii) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer, or;

(iii) or if, the Developer is protesting such payment of taxes and/or assessment on the Project Site and has posted adequate reserves with the title company; or

(c) there is, in material violation of this Agreement, any transfer of the Project Site or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by City to Developer;

Then City shall have the right to re-enter and take possession of the Project Site and to terminate (and vest in City) the estate conveyed to Developer, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Project Site to Developer shall be made upon, and that the Ground Lease or any deed shall contain, a condition subsequent to the effect that in the event of any such default, failure, violation or other action or inaction by Developer specified in subdivisions (a), (b) and (c) of this section, failure on the part of Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, City at its option may declare a termination in favor of City of the title, and of all the rights and interests in and to the Project Site conveyed by the Ground Lease or any deed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interest to and in the Project Site, shall revert to City. Provided, that such condition subsequent and any vesting of title as a result thereof in City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

15.3 Other Rights and Remedies of City; No Waiver by Delay. City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section. Provided, however, that any delay by City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by City with respect to any specific default by Developer under this Section be considered or treated as a waiver of the rights of City with respect to any other defaults by Developer under this Section or with respect to the particular default except to the extent specifically waived in writing.

15.4 Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither City, RDA nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, the obligations with respect to the commencement and completion of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the parties seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other parties thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

15.5 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of parties making the waiver or any other obligations of any other party.

15.6 Indemnification.

(a) Developer releases from and covenants and agrees that City, RDA, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to Project Site or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of City, RDA or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from

the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) City and RDA agree to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agree to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of City or RDA (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of City and RDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, agent, servant or employee of City or RDA, as the case may be.

16. MISCELLANEOUS

16.1 Conflict of Interests; City and RDA Representatives Not Individually Liable. No member, official or employee of City or RDA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such person is, directly or indirectly, interested. No member, official or employee of City or RDA shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement

16.2 Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

(a) Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of this nondiscrimination clause.

(b) Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense

force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

(c) Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to Developer's books, records and accounts by City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.

(d) In the event of Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be temporary suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.

(e) Developer will include the provisions of Paragraphs (a) through (d) of this Section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. Developer will take such action with respect to any construction contract, subcontract or purchase order as City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows: and the term "Developer" shall be changed to "Contractor."

16.3 Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Project Site from RDA to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

16.4 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16.5 Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments to any related entity or Affiliate of Developer; provided, however, that the members or owners of any such related entity or affiliate include one or more of the principals of SPS. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

16.6 Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by

registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of Developer, is addressed to or delivered personally to Developer at _____;

(b) in the case of City, is addressed to or delivered personally to City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

(c) in case of RDA, is addressed or delivered personally to RDA at Attention: Department of Planning & Development, 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

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

16.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf form) or similar electronic methods shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and, behalf by their duly authorized representatives as of the day first above written.

CITY OF SHEBOYGAN,
WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

_____
Susan Richards, City Clerk

DEVELOPER

BY: _____

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN

BY: _____
__Roberta-Filicky-Peneski, Chairperson

ATTEST:

_____
Chad Pelishek, Executive Director

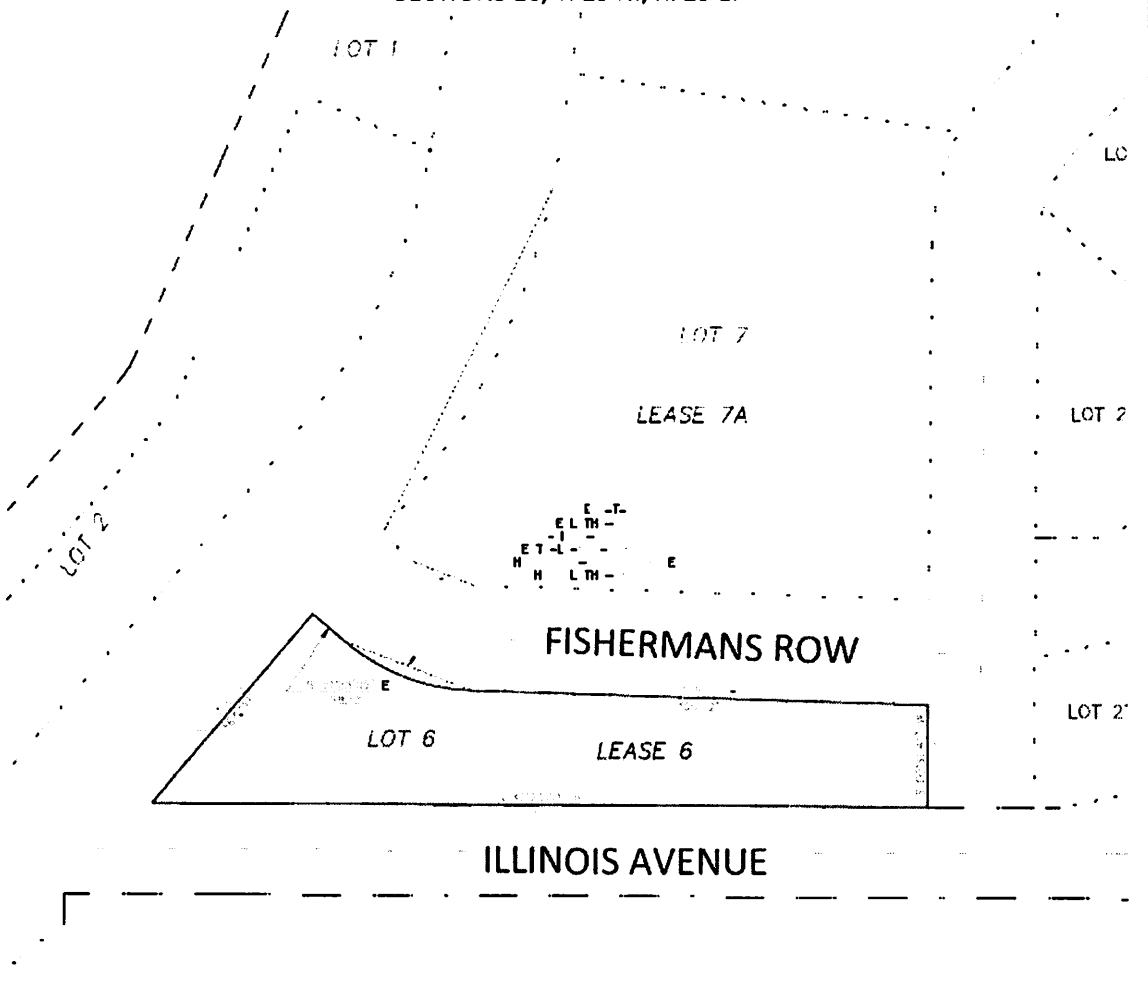
This instrument drafted by:
Thomas O. Gartner
Michael Best & Friedrich
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202

EXHIBIT A

Description of Project Site

(See attached)

GROUND LEASE DESCRIPTION
LOT 6, PLAT OF SOUTH PIER
SECTIONS 26, T. 15 N., R. 23 E.



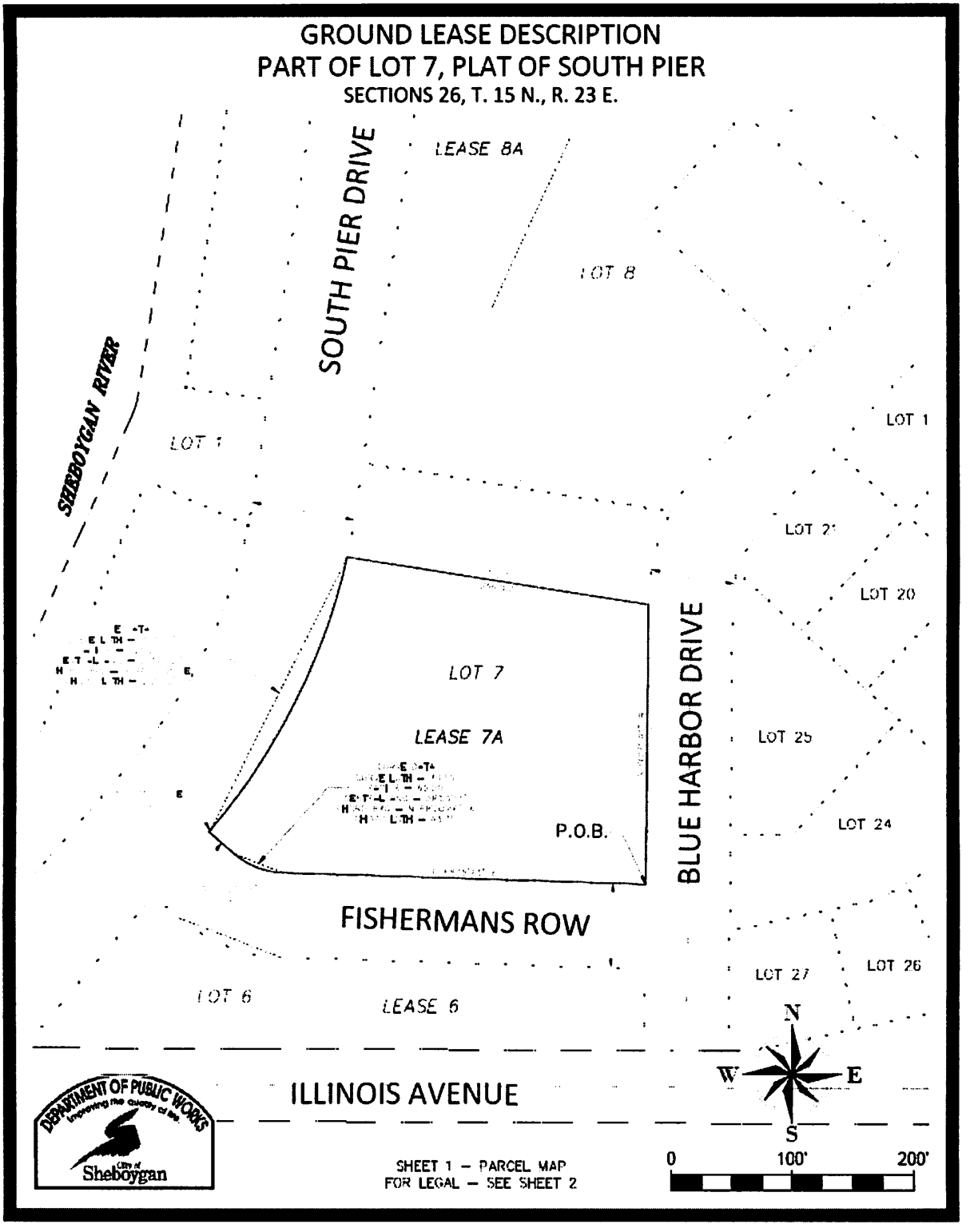
BEING LOT 6 OF THE PLAT OF SOUTH PIER, LOCATED IN THE NORTH ½ OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.

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

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0 100' 200'

LEGAL & PARCEL MAP


GROUND LEASE DESCRIPTION
PART OF LOT 7, PLAT OF SOUTH PIER
SECTIONS 26, T. 15 N., R. 23 E.
LEASE 8A
SOUTH PIER DRIVE
LOT 8
SHEBOYGAN RIVER
LOT 1
LOT 1
LOT 21
LOT 20
LOT 7
LEASE 7A
P.O.B.
BLUE HARBOR DRIVE
LOT 25
LOT 24
FISHERMANS ROW
LOT 27
LOT 26
LOT 6
LEASE 6
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ILLINOIS AVENUE
DEPARTMENT OF PUBLIC WORKS
Improving the quality of life
City of Sheboygan
SHEET 1 – PARCEL MAP
FOR LEGAL – SEE SHEET 2
0
100'
200'

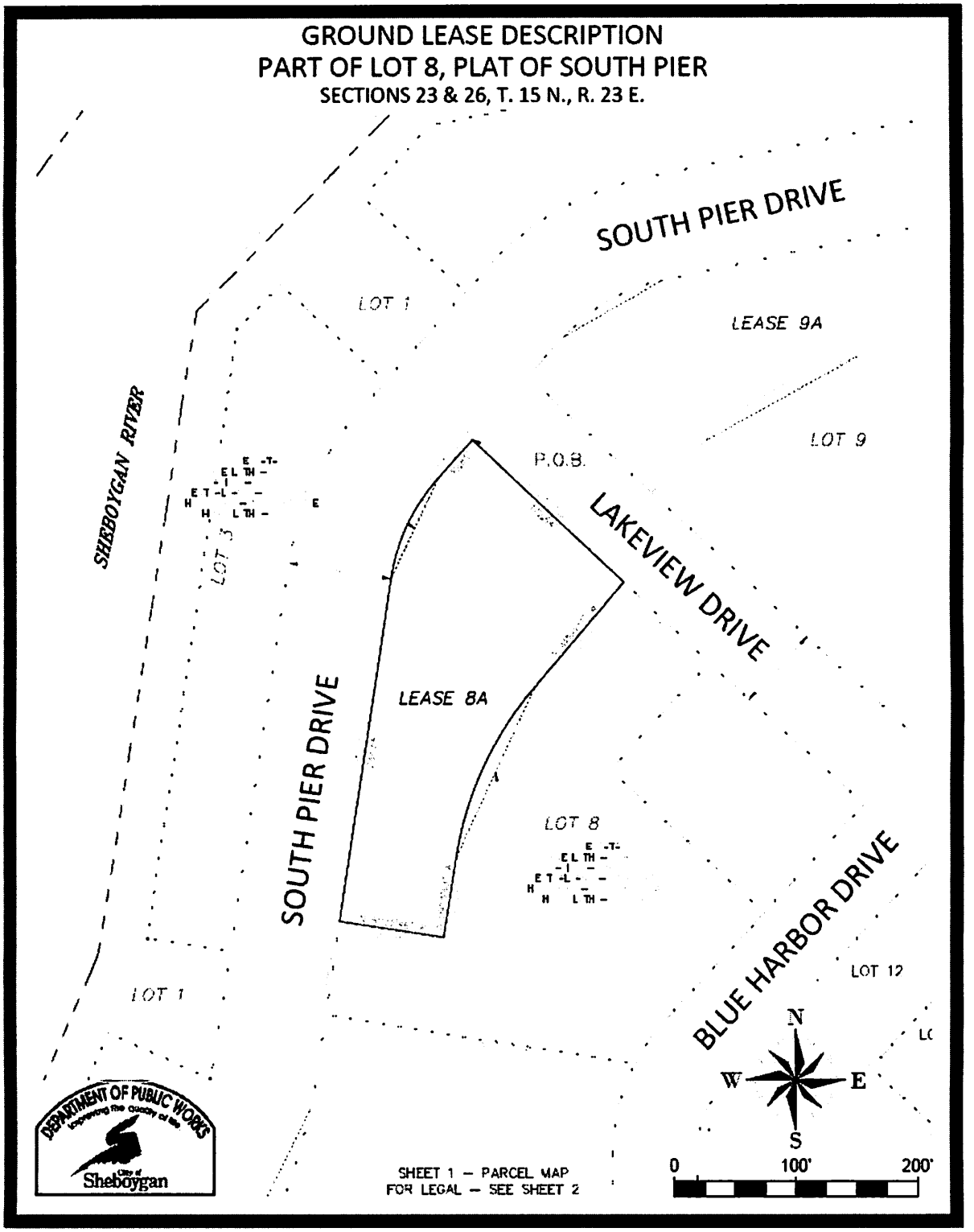
GROUND LEASE DESCRIPTION
PART OF LOT 7, PLAT OF SOUTH PIER
SECTIONS 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE PLAT OF SOUTH PIER, LOCATED IN THE NORTH ½ 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 SE CORNER OF LOT 7 OF THE PLAT OF SOUTH PIER, 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 CONTINUING ALONG SAID NORTH R/W LINE, NORTHWESTERLY 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE CONTINUING ALONG SAID NORTH R/W LINE N 49°23'09" W 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 CONTINUING ALONG SAID EAST R/W LINE, NORTHEASTERLY 254.27' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00' AND A CHORD BEARING OF N 26°42'54" E 251.80', THENCE S 81°22'46" E 256.90' 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 76,169.56 SQ. FT. OR 1.75 ACRES.

DEPARTMENT OF PUBLIC WORKS
City of Sheboygan

SHEET 2 – LEGAL DESCRIPTION
FOR PARCEL MAP – SEE SHEET 1


GROUND LEASE DESCRIPTION
PART OF LOT 8, PLAT OF SOUTH PIER
SECTIONS 23 & 26, T. 15 N., R. 23 E.
SOUTH PIER DRIVE
LOT 1
LEASE 9A
LOT 9
P.O.B.
SHEBOYGAN RIVER
LOT 3
LAKEVIEW DRIVE
SOUTH PIER DRIVE
LEASE 8A
LOT 8
BLUE HARBOR DRIVE
LOT 12
LOT 1
DEPARTMENT OF PUBLIC WORKS
Improving the quality of life
City of Sheboygan
SHEET 1 – PARCEL MAP
FOR LEGAL – SEE SHEET 2
N
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100'
200'

GROUND LEASE DESCRIPTION
PART OF LOT 8, PLAT OF SOUTH PIER
SECTIONS 23 & 26, T. 15 N., R. 23 E.

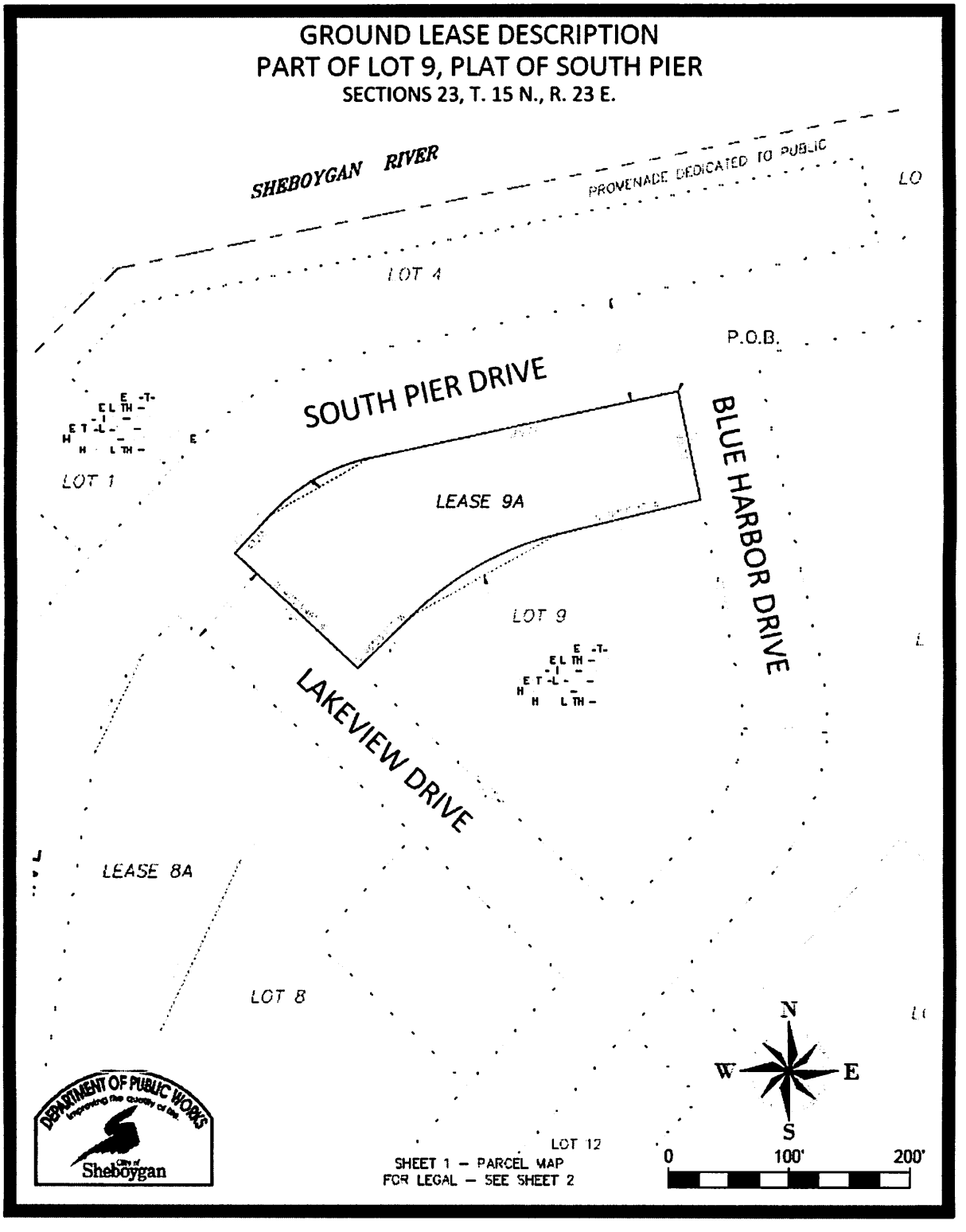
BEING PART OF LOT 8 OF THE PLAT OF SOUTH PIER, LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 23 AND THE NW ¼ OF THE NE ¼ OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NW CORNER OF LOT 8 OF THE PLAT OF SOUTH PIER, SAID CORNER BEING THE INTERSECTION OF THE SOUTHEAST 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 SOUTH R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 158.05' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.00' AND A CHORD BEARING OF S 25°06'57" W 156.04', THENCE S 09°13'43" W 65.66', THENCE N 81°22'46" W 87.98' 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 284.58', THENCE CONTINUING ALONG SAID EAST R/W LINE NORTHWESTERLY 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.00' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE CONTINUING ALONG SAID EAST R/W LINE N 42°36'12" E 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 46,621.86 SQ. FT. OR 1.07 ACRES.

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

SHEET 2 – LEGAL DESCRIPTION
FOR PARCEL MAP – SEE SHEET 1

GROUND LEASE DESCRIPTION
PART OF LOT 9, PLAT OF SOUTH PIER
SECTIONS 23, T. 15 N., R. 23 E.



SHEET 1 – PARCEL MAP
FOR LEGAL – SEE SHEET 2

GROUND LEASE DESCRIPTION
PART OF LOT 9, PLAT OF SOUTH PIER
SECTIONS 23, T. 15 N., R. 23 E.

BEING PART OF LOT 9 OF THE PLAT OF SOUTH PIER, LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF LOT 9 OF THE PLAT OF SOUTH PIER, 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 90.73', THENCE S 76°17'28" W 123.40', THENCE SOUTHWESTERLY 143.37' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 275.00' AND A CHORD BEARING OF S 61°21'20" W 141.75', 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 CONTINUING ALONG SAID SOUTH R/W LINE NORTHEASTERLY 97.27' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.00' AND A CHORD BEARING OF N 60°21'07" 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 40,887.70 SQ. FT. OR 0.94 ACRES.

DEPARTMENT OF PUBLIC WORKS
City of Sheboygan

SHEET 2 – LEGAL DESCRIPTION
FOR PARCEL MAP – SEE SHEET 1

EXHIBIT B

Description of Parking Lots

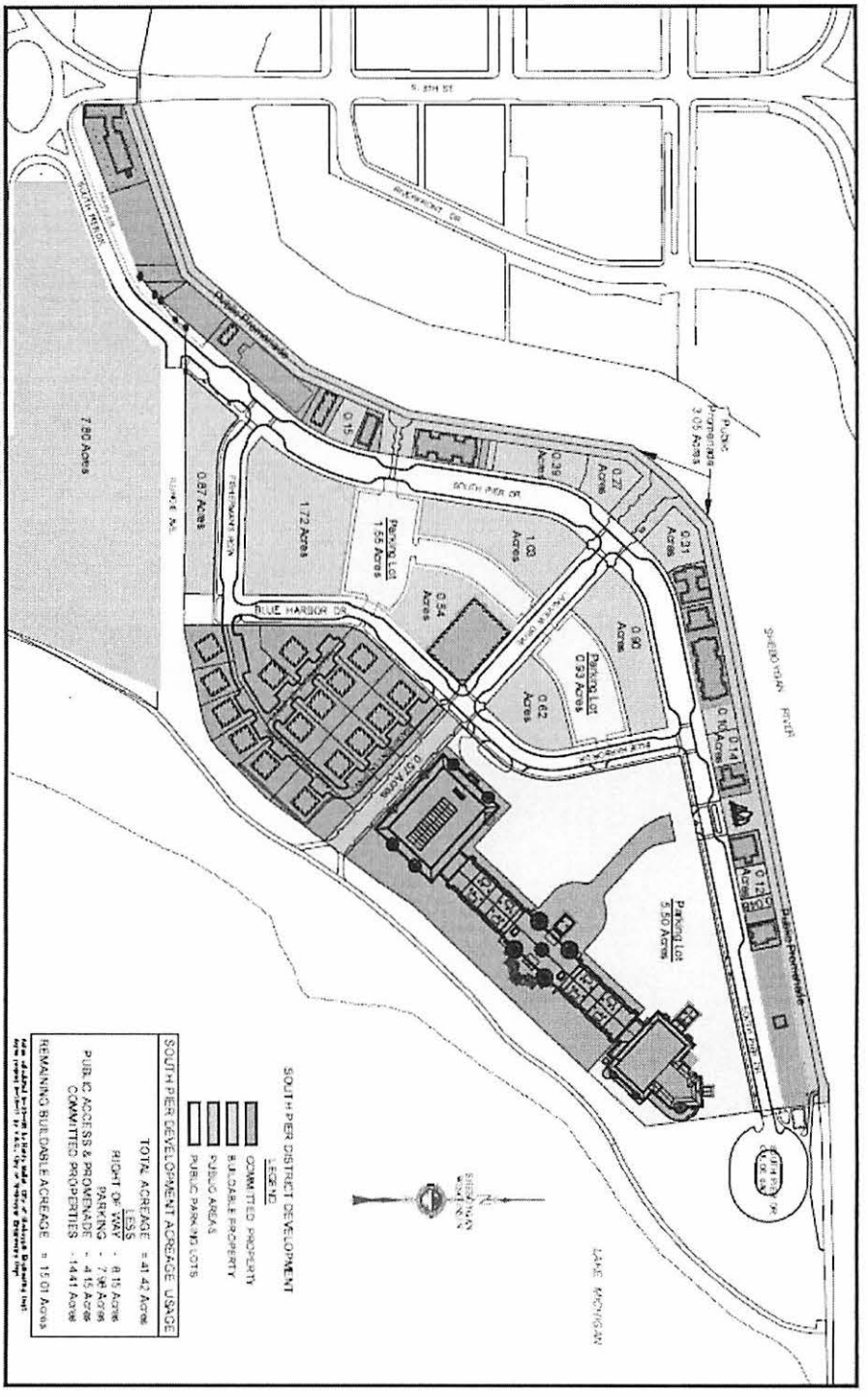


Exhibit C

Form of Ground Lease

Exhibit D

Form of Parking Lot Easement

This instrument prepared by, and return to:
Danielle M. Bergner, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202

Tax Key Numbers: See Exhibit A

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the day of, 2016, by and between the Redevelopment Authority of the City of Sheboygan, a public body corporate and public organized and existing under the laws of the State of Wisconsin ("Grantor") and South Pier Sheboygan, LLC, a Wisconsin limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to herein as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, Grantor is the owner of the real property described as the "Burdened Property" on the attached Exhibit A;

WHEREAS, Grantee is the ground lessee of the real property described as the "Benefited Property" on the attached Exhibit A; and

WHEREAS, Grantor wishes to convey an easement to Grantee across the Burdened Property for the purpose of allowing Grantee ingress and egress access to the Benefited Property from Lakeview Drive, Blue Harbor Drive, and South Pier Drive (the "Adjacent Roads").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Exhibits. The introductory provisions set forth above and the exhibits attached hereto are incorporated herein as if set forth at length.

2. Access Easement. Subject to the terms and conditions set forth in this Agreement, Grantor grants to Grantee, for the benefit of the Benefited Property, a non-exclusive easement and right to use the "Access Easement Area" depicted and described on the attached Exhibit B, for pedestrian and vehicular ingress and egress from the Benefited Property to and from the Adjacent Roads.

3. Use of the Easement. The Access Easement Area shall be used in common by Grantee and Grantor and their respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees for the purposes described herein. Grantor and its respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees shall use the Access Easement Area as a public parking lot. Grantee and its respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees shall use the Access Easement Area for pedestrian and vehicular ingress and egress to and from the Benefited Property and the Adjacent Roads. The Access Easement Area shall be available for access and use by Grantee, Grantor and their respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees at all times, except for such times as the Access Easement Area must be closed, in whole or in part, for construction, maintenance or repair activities for either the Access Easement Area itself or the Burdened Property. In the event of the need for such closure, the party requiring the closure shall provide not less than seven (7) days prior written notice to the other party of any periods during which the Access Easement Area will be closed, in whole or in part, for ___ hours or more.

4. Maintenance of Access Easement Area.

(a) Grantor shall be responsible for maintaining the Access Easement Area in good condition and repair and in accordance with maintenance standards generally applied to public parking lots in the city of Sheboygan, including, without limitation, keeping the Access Easement Area reasonably free of snow, ice, holes and breaks in pavement and related matters (any such work being the "Access Easement Maintenance Work"). All Access Easement Maintenance Work shall be done in a good and workmanlike manner. Grantor shall bear all costs and expenses of the Access Easement Maintenance Work necessary for the uses described herein.

(b) In the event Grantor fails to perform any Access Easement Maintenance Work pursuant to subparagraph (a) above, which failure continues for more than ten (10) days after Grantor's receipt of written notice thereof from Grantee (or for more than three (3) hours after verbal or written notice to Grantor that the Access Easement Area is impassable as a result of snow or ice accumulation or in the event of an emergency) Grantee shall have the right, but not the obligation, to: (i) perform such actions as are necessary to restore the Access Easement Area to good condition and repair; (ii) perform any Access Easement Maintenance Work; (iii) expend such funds as are reasonably necessary for any Access Easement Maintenance Work; and (iv) submit an itemized invoice to Grantor for the cost of the reasonably expended funds in connection with any such Access Easement Maintenance Work performed by Grantee. Grantor shall pay such amounts to Grantee within thirty (30) days of receipt of such invoice by Grantor. Grantee and its agents shall have the right to enter and use the Parking Lot and Grantor's land

adjacent to the Access Easement Area on a temporary basis for the purpose of improving, maintaining, repairing or replacing the Access Easement Area pursuant to this subparagraph (b) in the event Grantor fails to perform any Access Easement Maintenance Work pursuant to subparagraph (a) above.

5. Alterations and Improvements. Grantor and Grantee shall make no alterations to the location or configuration of the Access Easement Area without the prior written approval of the parties hereto, which approval shall not be unreasonably withheld.

6. Insurance. From the date of this Agreement and thereafter for as long as this Agreement shall remain in effect, Grantor shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than $1,000,000 per occurrence and $1,000,000 aggregate, covering Grantor and its respective agents, owners, tenants, occupants, vendors, visitors, guests and invitees use of the Access Easement Area. From the date of this Agreement and thereafter for as long as this Agreement shall remain in effect, Grantee shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than $1,000,000 per occurrence and $1,000,000 aggregate, covering Grantee and its respective owners, tenants, occupants, vendors, visitors, guests and invitees use of the Access Easement Area. Grantee and Grantor shall each include the other as an additional insured on its respective general liability insurance policy. Upon request of a Party, the other Party shall provide the requesting Party with a certificate of insurance evidencing the insurance required by this Section.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

8. Covenants Running with Land. All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by Grantor and Grantee, and their respective heirs, successors and assigns. The easement granted under this Agreement is appurtenant to the Benefited Property and may not be assigned, transferred or conveyed separately from, or several from, the title to the Benefited Property.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding the easement and other matters contained in this Agreement. This Agreement may not be changed or amended except by a written amendment executed and acknowledged by all parties to this Agreement and duly recorded in Register of Deeds Office for Sheboygan County, Wisconsin.

10. Severability. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Notices. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery, reputable overnight delivery service, electronic transmission, facsimile transmission with confirmed receipt, or certified mail, postage prepaid, to the addresses set forth in this paragraph, provided that any notice given by electronic transmission of facsimile shall, within one business day thereafter, also be given by one of the other three methods herein provided. A notice given hereunder shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:

To Grantee:

12. Enforcement. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and/or monetary damages. If any section for enforcement of this Agreement is brought, the nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees incurred in such action.

13. Amendment. This Agreement may be amended only by a written instrument executed by both Grantee and Grantor.

14. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

15. No Joint Venture. No provision herein shall be deemed to constitute the parties hereto as partners of one another or joint ventures of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

16. Approvals. Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent or approval shall not be

unreasonably withheld, conditioned or delayed, and any such discretion shall be exercised in good faith and in a commercially reasonable manner.

[Signature pages follow.]

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

REDEVELOPMENT AUTHORITY OF THE
CITY OF SHEBOYGAN

BY: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this ____ day of _____, 2016, before me personally appeared as the _____ of the Redevelopment Authority of the City of Sheboygan to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

In witness whereof, I have hereunto set my hand and seal this _____ day of, 2016.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission: _____

DEVELOPER

BY: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this ____ day of _____, 2016, before me personally appeared as the _____ of the [Developer] to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

In witness whereof, I have hereunto set my hand and seal this _____ day of, 2016.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Access Easement Area

(Exhibit to depict the Access Easement over the Parking Lots and the ingress and egress points to and from the Adjacent Roads to be inserted).

Exhibit E

Form of Disbursing Agreement

(See Attached)

ESCROW DISBURSEMENT AGREEMENT
South Pier Townhomes Project
(TID 6)

This Escrow Disbursement Agreement ("Escrow Agreement") is made and entered into as of the _____ day of _____, 2016 by and among _____, ("ESCROWEE"); South Pier Sheboygan, LLC, a Wisconsin limited liability company ("SPS") and _____ [an "S" corporation and affiliate of SPS] ("S"), (collectively, SPS and S are referred to herein as "Developer"), ("DEVELOPER"); and the City of Sheboygan, a municipal corporation ("CITY").

RECITALS

A. DEVELOPER, CITY and the Redevelopment Authority of the City of Sheboygan entered into a Cooperation Agreement for the Conveyance and Private Development of Land (South Pier Townhomes Project) dated as of the _____ day of _____, 2016 (the "Development Agreement").

B. The Development Agreement addresses the implementation and funding of the South Pier Townhomes Project utilizing contributions from CITY's Tax Increment Financing District No. 6 in the amount of $1,710,000 to be provided by the CITY for construction of the Project in accordance with the Development Agreement, which funds shall be deposited with ESCROWEE by CITY (the "TID 6 Contribution").

C. The parties desire to enter into this Escrow Agreement in order to provide for disbursement of the TID 6 Contribution by the ESCROWEE to DEVELOPER.

D. This Escrow Agreement shall not constitute a promise by ESCROWEE to protect any party against construction lien claims on any title insurance policy issued by ESCROWEE and the parties acknowledge that the only responsibility of ESCROWEE created by this Escrow Agreement shall be the faithful performance of the express obligations assumed hereunder.

E. Any capitalized terms not defined in this Escrow Agreement shall be defined as they are in the Development Agreement.

AGREEMENT

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

1. **Deposit of Funds.** Promptly following execution of this Escrow Agreement, CITY shall deposit to the custody of the ESCROWEE the TID 6 Contribution in a total amount of $1,710,000, to be used for making disbursements under this Escrow Agreement. The TID 6 Contribution shall be held by ESCROWEE in an interest-bearing money market account. Any interest earned thereon shall be

retained in the escrow account and be added to the TID 6 Contribution (collectively, the "Escrow Funds") to increase the funds available for disbursement to CITY. ESCROWEE shall no later than January 31 of each year provide CITY and DEVELOPER an annual calendar year statement showing the amount and date of any interest earned, investment liquidation, investment purchase and disbursement and remaining balance.

2. **Disbursements for Work by DEVELOPER's Contractors.**

A. The Escrow Funds shall be disbursed pursuant to the terms of the Development Agreement for the actual costs of constructing the Project and in accordance with the requirements of this Escrow Agreement.

B. ESCROWEE shall not disburse any of the Escrow Funds until CITY has confirmed to ESCROWEE in writing that all preconditions to disbursement in the Development Agreement have been met.

C. Prior to the first disbursement of any portion of the Escrow Funds, CITY and ESCROWEE shall be furnished a sworn statement from DEVELOPER, which will be supplemented in connection with subsequent draws, setting forth in detail the contractors and material suppliers with whom DEVELOPER has contracted, their address, work or materials to be furnished, amounts of the contracts, amount paid to date, amounts of current payments and balances due.

3. **Disbursements**. Prior to each disbursement of the Escrow Funds hereunder, the following steps shall be taken:

A. DEVELOPER shall provide to CITY and ESCROWEE a sworn statement from DEVELOPER's general contractor setting forth all contractors and materialmen with whom DEVELOPER or its general contractor has contracted, amounts of contracts, amounts paid to date, amounts of current payments and balance due (with supporting documentation), copies of all change orders, (the "Contractor's Statement");

B. DEVELOPER shall provide to CITY and ESCROWEE signed lien waivers, or conditional lien waivers subject to payment of the current disbursement request, from all entieies who provided work or materials as named on the Contractor's Statement submitted for the currently requested disbursement;

C. DEVELOPER shall provide to CITY and ESCROWEE a report or a certification by _____ (the "Architect") certifying that work has been completed and materials are in place as indicated by the request for payment of the DEVELOPER;

D. DEVELOPER shall provide to CITY and ESCROWEE, a report or certification, confirmed by the Architect and DEVELOPER's general contractor, upon which CITY can rely, stating that the work completed so far is consistent with the final Project Plans, the percentage of construction that has been completed on the Project and the estimated outstanding balance of costs for work done, or that remains to be done in order to complete construction of the Project, that has not yet submitted for disbursement.

E. CITY shall, as expeditiously as reasonably possible after receipt of the items in subsections A through D, above, approve or reject DEVELOPER's request for disbursement of funds, but under no circumstances shall such approval or rejection take more than 30 days. Such approval or rejection shall be provided in writing to both DEVELOPER and ESCROWEE. If DEVELOPER's request for disbursement is rejected, CITY shall provide to DEVELOPER written explanation of the portions of the request objected to and the specific reason(s) for the rejection. Non-compliance with the requirements of this Disbursement Agreement, the Development Agreement, or alleged discrepancies, inaccuracies, misstatements or misrepresentations in the Contractor's Statement shall be the only basis upon which CITY shall object to all or any portion of disbursement request; and

F. Upon receipt of approval by CITY of the requested disbursement, ESCROWEE shall, within one business day transmit sufficient funds to cover the requested disbursement. All disbursements by ESCROWEE will be made as directed by DEVELOPER for payment by DEVELOPER to the contractors, materialmen or other third parties rendering such work, materials and services except that upon request of DEVELOPER, disbursements may be paid by ESCROWEE directly to the contractors, materialmen or other third parties rendering such work, materials and services, rather than to DEVELOPER.

It is the intention of the parties named herein that no person which is not a signatory to this Escrow Agreement shall be a third party beneficiary of this Escrow Agreement, and ESCROWEE owes no duty of care to any such party.

If either CITY or ESCROWEE discovers a misstatement or deficiency in any of the documents provided by DEVELOPER, either may stop disbursement until the misstatement or deficiency has been corrected.

4. **Limits of ESCROWEE's Duties.** The functions and duties assumed by ESCROWEE include only those described in the Escrow Agreement, and the ESCROWEE is not obligated to act except in accordance with the terms and conditions of this Escrow Agreement. ESCROWEE does not certify or insure that (a) the Project will be completed; (b) that the Project, when completed, will

be in accordance with the final Project Plans or the Development Agreement; (c) that sufficient funds will be available for completion of the Project; or (d) that the certifications of the Architect are correct. ESCROWEE shall not be responsible for any loss of documents or funds while such documents or funds are not yet in its custody. Documents or funds deposited in the United States mail by DEVELOPER or CITY shall not be construed as being in custody of ESCROWEE until actually received by ESCROWEE. **This Escrow Agreement is not a promise by ESCROWEE to protect any party against construction lien claims on any title insurance policy issued by ESCROWEE.**

5. **Inspections.** DEVELOPER shall be responsible for making inspections of the Project during the course of construction, and shall determine to its own satisfaction that the work done or materials supplied by its general contractor and all subcontractors and suppliers have been properly made or supplied in accordance with applicable contracts and the Development Agreement. ESCROWEE shall not be required to conduct any inspections of the Project.

6. **Notice to ESCROWEE.** The DEVELOPER and CITY agree to advise the ESCROWEE promptly in the event that they receive any lien notice or intention to claim a lien from any contractor, subcontractor, or material suppliers in connection with the construction of the Project.

7. **Escrow Fee.** An escrow fee of $_____ per draw is to be paid by DEVELOPER, which fee must be paid at the time each draw is disbursed or which fee will be deducted from the draw disbursement.

8. **Escrow Termination.** This Escrow Agreement shall terminate and ESCROWEE shall have no further liability hereunder upon any of the following occurring:

   A. All Escrow Funds are disbursed pursuant to Section 3 of this Escrow Agreement.
   B. In the event that all of the preconditions to disbursement in the Development Agreement are not met, CITY shall notify ESCROWEE in writing and ESCROWEE shall return all of the TID 6 Contribution to CITY. Any interest earned on the TID 6 Contribution shall also be returned to CITY along with the TID 6 Contribution.
   C. ESCROWEE resigns as ESCROWEE by providing 30 days written notice to DEVELOPER and CITY. Upon resignation by the ESCROWEE, ESCROWEE shall forward all undisbursed funds to a new escrowee chosen by CITY and DEVELOPER.

9. **Collateral Assignment by DEVELOPER.** The parties acknowledge that DEVELOPER may collaterally assign its rights and interests in the Development Agreement and the Escrow Agreement to a permitted Mortgagee, as specified in the Development Agreement. If a permitted Mortgagee (or its assignee or successor) succeeds to the role of DEVELOPER under the Development

Agreement, then such permitted Mortgagee (or its assignee or successor) shall similarly succeed to the role of DEVELOPER under this Escrow Agreement

Executed as of this _____ day of _____ 2016.

CITY OF SHEBOYGAN,
WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

_____
Susan Richards, City Clerk

DEVELOPER

BY: _____

ESCROWEE
[NAME]

By: _____
[Name, Title]

Exhibit F

Form of Completion Certificate

(See attached)

Certificate of Completion

Document Title

Document Number

Recording Area

Name and Return Address

See Exhibits, attached

Tax Key Numbers

CERTIFICATE OF COMPLETION

South Pier Townhomes Project
(Phase ___)

Property Address:	
Developer:	
Development Agreement:	Cooperation Agreement for the Private Development of Land (South Pier Townhomes Project dated as of _____, 2016.
Legal Description:	See attached Exhibit A

THIS IS TO CERTIFY that the undersigned, on behalf of the City of Sheboygan ("City"), caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements had been substantially completed in accordance with construction plans submitted pursuant to the Development Agreement.

Construction was deemed by City to be completed on _____, 201_.

THIS CERTIFICATE when signed and bearing the seal of City shall constitute a conclusive determination of satisfaction and termination of the covenants in the Development Agreement with respect to the Developer's obligation to construct improvements on the above-described real estate and the date for completion thereof.

Upon recording this Certificate, the real estate described above shall specifically be "released" of record from the Development Agreement and the restrictions against the real estate set forth therein.

This Certificate relates only to the real estate described above and does not apply to any other parcel in the South Pier Townhomes Project.

Dated at Sheboygan, Wisconsin this _____ day of _____, 201_.

CITY OF SHEBOYGAN

_____

By: _____
Name Printed: _____

Attest: _____
Name Printed: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of _____, 201_, _____ and _____, the _____ and _____, respectively of the above-named City of Sheboygan, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers as the deed of City by its authority.

_____
NOTARY Public
Sheboygan County, State of Wisconsin
My commission _____.

This document was drafted by:
Thomas O. Gartner
Michael Best & Friedrich
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202-4106

Exhibit A

Legal Description to
Certificate of Completion

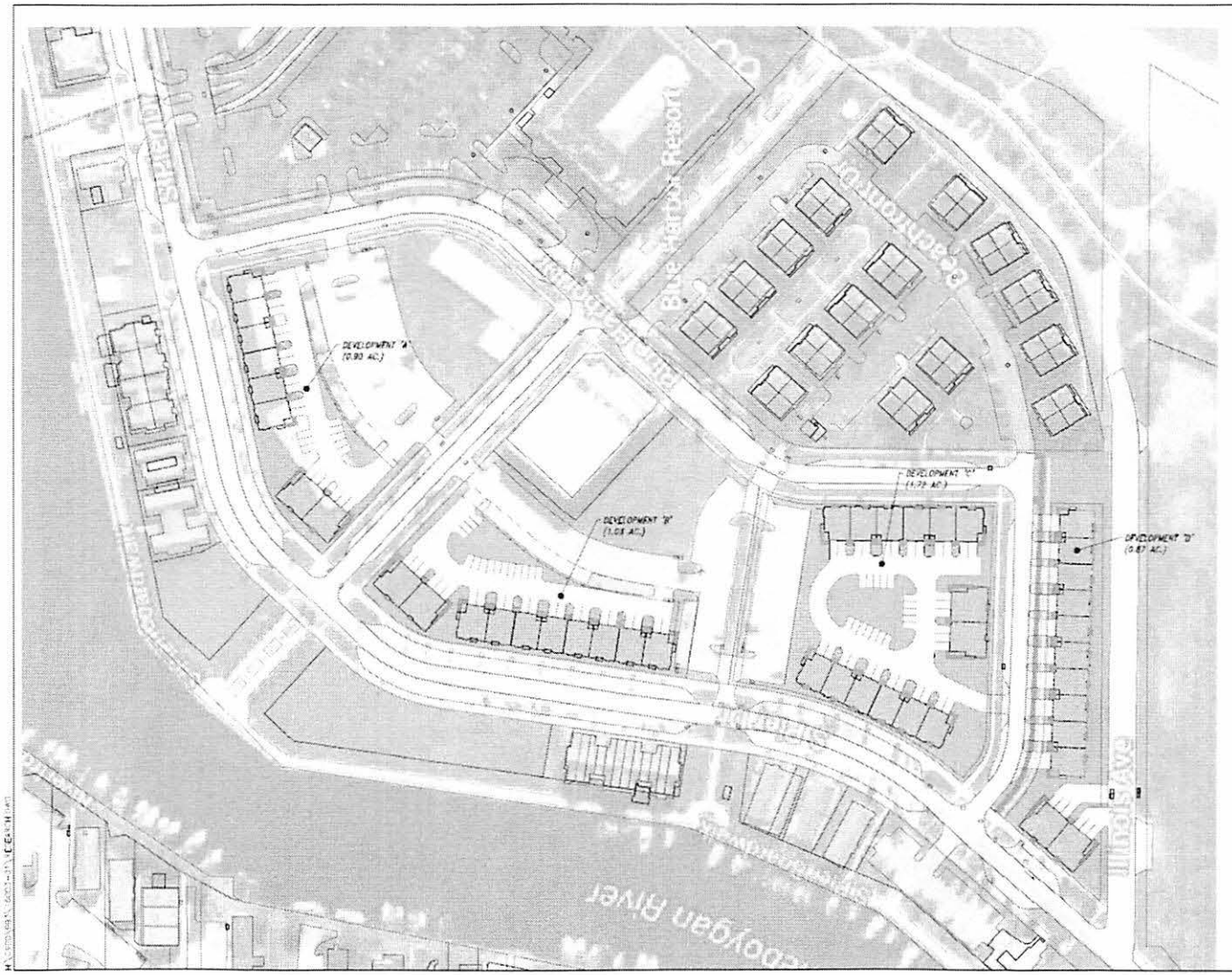
Exhibit G

List of Project Documents

Exhibit H

Project Site Plan

(See Attached)



CONCEPTUAL DEVELOPMENT PLAN

SOUTH PIER TOWNHOMES

CITY OF SHEBOYGAN, WI

SITE DATA

		UNIT COUNT	PARKING COUNT
DEVELOPMENT 'A'	=	18 UNITS	44 SPACES
DEVELOPMENT 'B'	=	20 UNITS	59 SPACES
DEVELOPMENT 'C'	=	28 UNITS	77 SPACES
DEVELOPMENT 'D'	=	24 UNITS	53 SPACES
TOTAL	=	90 UNITS	233 SPACES

EXISTING ZONING
DISTRICT = SOUTH PIER DISTRICT

PROPOSED SETBACKS
FRONT YARD = 5 FEET
SIDE YARD = 5 FEET

TRIO
12500 W. NORTH AVE., BLDG D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

0 10 20 40

Scale: 1" = 60' (22"x34")

Scale: 1" = 120' (11"x17")

DATE: 03/01/2016

209490-00011\18839700.1

VIII

R. C. No. ____ - 15 - 16. By FINANCE. April 18, 2016.

Your Committee to whom was referred Res. No. 191-15-16 (DIRECT REFERRAL) by Alderperson Hammond approving the terms and conditions of the Ground Lease Agreement between the Redevelopment Authority and South Pier Sheboygan, LLC; recommends that the documents be accepted and placed on file.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL

Res. No. 191 - 15 - 16 . By Alderperson Hammond. April 18, 2016

A RESOLUTION approving the terms and conditions of the Ground Lease Agreement between the Redevelopment Authority and South Pier Sheboygan, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Developers Agreement between South Pier Sheboygan, LLC and the Redevelopment Authority, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Chairperson and Executive Director of the Redevelopment Authority are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance & Redevelopment Auth

Acc & File

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

GROUND LEASE

This Ground Lease ("Lease") is made, executed and delivered as of the _____ day of _____, 2016, by and between the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081 ("Landlord"), and South Pier Sheboygan LLC, 10060 W. Loomis Road, Franklin, WI 53132,("Tenant").

RECITALS

WHEREAS, contemporaneous with the execution of this Lease, Landlord and Tenant are entering into a certain Cooperation Agreement for the Conveyance and Private Development of Land - South Pier Townhomes Project ("Cooperation Agreement"), which provides for the development of the South Pier Townhomes Project ("Project") in two phases; and

WHEREAS, the Cooperation Agreement provides for development of the Project on certain real property owned by the Landlord, which includes four parcels with an aggregate area of approximately 4.52 acres, which are depicted as Lots 6, 7, 8 and 9 on EXHIBIT A (the "Premises"); and

WHEREAS, the Cooperation Agreement provides for development of Phase I of the Project on Lots 6 and 7 of the Premises ("Phase I Land") and for development of Phase II of the Project on Lots 8 and 9 of the Premises ("Phase II Land"); and

WHEREAS, pursuant to the terms of the Cooperation Agreement, Landlord will convey the Premises to Tenant pursuant to the terms of this Lease.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, including without limitation Tenant's commitment to redevelop the Premises pursuant to the terms of the Cooperation Agreement, Landlord and Tenant do hereby covenant and agree as follows:

ARTICLE I
GRANT AND TERM

Section 1.01. Premises. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant leases from Landlord, certain real estate located in the City of Sheboygan, Sheboygan County, Wisconsin, described in Exhibit A, attached hereto, together with all rights and appurtenances belonging or appertaining thereto, and all improvements now or hereafter located thereon ("Premises"). Pursuant to the terms of

the Cooperation Agreement, the parties will cooperate in the finalization of one or more certified survey maps to be approved in conjunction with the finalization of plans and specifications for the Project. Upon recording of said certified survey map(s), the parties agree to execute and record such documents as may be necessary to substitute, for this Lease, new legal descriptions for the Premises, Phase I Land and Phase II Land.

Section 1.02. Term. Subject to Landlord's termination rights in Section 3.02, the term of this Lease shall be for ninety-nine (99) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the day preceding the 99th anniversary of the Commencement Date ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. Each lease year shall be from January 1 to December 31 ("Lease Year"). However, the first Lease Year shall commence on the Commencement Date and end December 31 of that year. The last Lease Year shall begin January 1 and end the day preceding the 99th anniversary of the Commencement Date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord, provided that, if Tenant has given Landlord prior written notice of the name and address of Tenant's mortgagee, Landlord shall have provided written notice of such election to the Tenant's mortgagee, and provided that Tenant's mortgagee or its successors and assigns shall have consented to such election by Landlord or its affiliates to have all Tenant's improvements removed or demolished and cleared. Such prior consent of Tenant's mortgagee shall not be unreasonably withheld.

The costs of demolition and removal shall be paid by Tenant. At any time during the last three (3) Lease Years, Landlord may require Tenant to post reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

Subject to the provisions of Section 3.03, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of Landlord.

Section 1.05. Mooring Facilities Excluded. It is expressly understood and agreed that this Lease does not grant any right, interest or privilege, express or implied, to utilize any dock

space or mooring facilities adjacent to the Premises.

ARTICLE II
RENT

Section 2.01. Rent. For the period beginning on the Commencement Date and ending on the tenth (10^{th}) anniversary of the Commencement Date ("Rent Adjustment Date"), Tenant shall pay as rent for the Premises one dollar ($1.00) per year, due and payable in advance upon execution of the Lease. If Tenant does not exercise its Option to Purchase pursuant to Section 11.01, Tenant shall thereafter pay as rent for the Premises five dollars ($5.00) per square foot of leased Premises, per year, due and payable in advance one-half (1/2) on January 31 and one-half (1/2) on June 30 of each Lease Year. The first installment payment of such rent shall be prorated from the Rent Adjustment Date, and due and payable within thirty (30) days following the Rent Adjustment Date. On the anniversary date of each five year period (i.e. first day of each five year period), the Landlord may adjust this yearly rental to an amount which is equivalent to $1/20^{th}$ of the then market value of said land area. Tenant shall have the right to appeal the "market value determination of such through such appeal where an appeal to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedure. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien Rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage does not unreasonably jeopardize Landlord's rights hereunder under Section 1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses upon request by Landlord.

ARTICLE III
CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT, AND LIENS

Section 3.01. Plans and Specifications. Pursuant to the Cooperation Agreement, Tenant shall submit to the City of Sheboygan ("City"), for City's approval, plans and specifications for Phase I of the Project. The terms and provisions of the Cooperation Agreement shall control the process and requirements applicable to such approval. The plans and specifications shall comply with the architectural design guidelines for the "Riverfront Zone-Shanty" as set forth in the South Pier Design Guidelines approved by the Landlord, a copy of which is on file with the Redevelopment Authority of the City of Sheboygan, except as modified with the consent of the Landlord, attached hereto as Exhibit B. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for Phase I have not been approved by the City within one hundred eighty (180) days following the Commencement Date. Plans and specifications for future improvements or removal of improvements shall be subject to written approval of the Landlord prior to commencement of construction.

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, and pursuant to the terms, provisions, and conditions of the Cooperation Agreement, shall construct or provide for construction of the Project for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make alterations and changes to such buildings and/or other improvements as Tenant may deem necessary, provided such alterations and changes do not result in a material deviation from the plans approved by the City pursuant to Section 3.01, and further provided that Tenant shall not remove or demolish such buildings or other improvements without Landlord's prior consent. Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's

construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises.

All land disturbing construction activities and excavations on the Premises shall be conducted in accordance with the Wisconsin DNR Approved Material Handling & Engineered Barrier Plan for the former C. Reiss Coal Company Property, Harbor Centre South Pier Remediation and Redevelopment Project, dated May 19, 2003, a copy of which is attached hereto as Exhibit C.

Subject to the provisions of Section 12.04 and to the provisions of the Cooperation Agreement, Tenant shall commence and substantially complete each Phase of the Project in accordance with the Project Timetable set forth in the Cooperation Agreement. In the event Phase II of the Project is not commenced in accordance with said Project Timetable, Landlord shall have the option to terminate this Lease as to the Phase II Land on sixty(60) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

Section 3.03. Fixtures and Equipment. Tenant may, at its own expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Tenant's business. Such fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the time of their installation, reasonable wear and tear excepted. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

Business and trade fixtures are generally considered moveable personal property. Fixtures which become part of the real estate and are in the nature of real estate improvements are not considered business and trade fixtures under this section and shall not be removed by Tenant.

Any and all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all fixtures shall remain subject to Tenant's mortgagee's mortgage and/or security interest, if applicable.

Section 3.04. Leasehold Mortgages. Tenant shall have the right to mortgage, pledge, encumber, hypothecate or assign as security the leasehold estate created hereunder and the buildings and improvements constructed upon the Premises without obtaining Landlord's consent.

ARTICLE IV
MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

Section 4.01. Maintenance and Repair by Tenant. Tenant shall, at its own cost and expense, keep and maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or nonstructural); all heating, electrical, air conditioning, ventilating and plumbing equipment therein; and all appurtenances thereto, including sidewalks and parking areas adjacent thereto, in good condition and repair. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own expense, keep the Premises in sanitary, clean and neat order, and keep the sidewalks and parking area on the Premises free of snow and trash.

Section 4.02. Landscaping. Within one hundred twenty (120) days following Tenant's substantial completion of construction of improvements for each Phase pursuant to Section 3.02, Tenant shall, at Tenant's sole cost and expense complete landscaping of such Phase in accordance with the approved Precise Implementation Plan (PIP), which shall be part of Tenant's plan approval process pursuant to the terms of the Cooperation Agreement. Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

(a) Unless this Lease is terminated by Tenant as provided in this Section 4.03, the damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good or better than that which existed prior to the damage or destruction.

(b) Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease if (i) such damage or destruction occurs after the twenty-seventh(27^{th}) Lease Year, or (ii) substantially all of the improvements are damaged or destroyed at any time during the Term in any single casualty, or (iii) full restoration is prohibited by Applicable Laws. If any of the conditions described in the immediately preceding sentence are applicable, then Tenant shall have the right to terminate this Lease by written notice to Landlord within sixty (60) days after the insurance adjustment. If Tenant fails to timely provide such notice of termination,

this Lease shall remain in full force and effect and the other provisions of this Section 4.03 shall be applicable to such casualty. If, however, Tenant does timely provide such notice, then this Lease shall terminate on the date specified by Tenant, which shall not be less than thirty (30) days after the date on which the Tenant delivers such notice. In the event Tenant elects to terminate this Lease as provided for in this Section 4.03, Tenant shall be responsible for and shall pay for all cleanup or demolition of the improvements necessary to make restore the Premises to a green field condition.

ARTICLE V
UTILITIES AND TAXES

Section 5.01. Utilities and Expenses. Tenant shall, during the term of this Lease, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Premises and used by Tenant. Tenant shall also pay for hookup and/or lateral charges, if any, required to bring utilities from public streets and access ways. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service.

Section 5.02. Real Property Taxes. Landlord and Tenant acknowledge and agree that irrespective of ownership, the real property and improvements thereon which form the Premises and Property shall be subject to real estate taxation by the City of Sheboygan and that the lien of such real estate taxes shall be in all respects prior to the lien of any mortgage thereon. Tenant agrees that the Premises shall be subject to real property taxes and assessments in the same manner as if Tenant held fee ownership of the Premises.

Tenant shall, during the term of this Lease, pay and discharge, as they become due, promptly and before delinquency, all real estate and personal property taxes and outstanding assessments, both general and special, and special charges, levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the term hereof, against the land, buildings and/or all other improvements on the Premises or against any improvements which may be added thereto. Tenant shall only be obligated to pay installments of special assessments (using the longest amortization schedule available) coming due during the term of this Lease. All such taxes and charges (with the exception of personal property taxes on Tenant's personal property), shall be prorated, if necessary, at the commencement and expiration of the Lease term.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the

validity or amount of taxes assessed to or levied upon the Premises and required to be paid against Landlord's estate and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the tax claim pending such proceedings.

ARTICLE VI
CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises for multi-family residential purposes, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

Section 6.03. Right of Entry. Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter upon the exterior areas of the Premises at all reasonable times for the purpose of inspecting the same.

Section 6.04. Notification of Position Openings. In accordance with sec. 66.1105(6c)(b), Wis. Stats., Tenant shall notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832, of any position to be filled by Tenant in Sheboygan County within one year after the commencement of this Lease. Tenant shall provide this notice at least two (2) weeks prior to advertising the position.

ARTICLE VII
INSURANCE AND INDEMNITIES

Section 7.01. Casualty Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep all buildings or other improvements which are now or hereafter a part of the Premises insured against loss or damage by fire and

extended coverage hazards or all-risk coverage at full insurable value based on a replacement cost basis without deduction for depreciation or obsolescence; with a deductible not greater than fifty thousand and 00/100 ($50,000.00) dollars; and with loss payable to Tenant, Landlord and Tenant's mortgagee as their interests may appear. Tenant shall pay the premiums when due and shall comply with the co-insurance provisions thereof, if any.

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and all business operated thereon, with limits of public liability not less than one million and 00/100 ($1,000,000.00) dollars for injury or death in any one occurrence, and property damage liability insurance in the amount of one hundred thousand and 00/100 ($100,000.00) dollars. The policies shall name Tenant, Landlord and Tenant's mortgagee as co-insureds as their interests may appear, and shall require the insurer to endeavor to provide notice to Landlord at least thirty (30) days prior to cancellation, material change or nonrenewal of the policy. Landlord may from time to time during the term of this Lease, but not more than every five (5) years, require increases in the above-stated coverage limits consistent with standards of the insurance industry in the geographical area where the Premises is located.

Section 7.03. Certificates of Insurance. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates evidencing such insurance. All such insurance shall be provided by responsible insurance companies licensed to do business in the State of Wisconsin which have been approved by Landlord. Landlord shall approve all insurers rated A Class XV or higher by A.M. Bests.

In the event that Tenant fails to provide such insurance coverage, Landlord, in addition to its other rights under this Lease, shall have the option to procure such insurance for and on behalf of Tenant. In such event Tenant shall be required to reimburse Landlord for Landlord's costs at the time of payment of the next Rent payment due.

Section 7.04. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting

the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Tenant or of any occupant, sub-tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

Section 7.06. Environmental Indemnifications. Landlord hereby indemnifies, defends and holds the Tenant harmless from and against any and all losses, liabilities, liens, obligations, settlement payments, penalties, claims, judgments, suits, damages and expenses of any kind or nature whatsoever (including consultants' and attorneys' fees) (collectively, "Costs"), suffered or incurred by, demanded or imposed upon, or asserted against Tenant in connection with any of the following: (a) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with the requirements of the Wisconsin Department of Natural Resources approved Remedial Action Plan for the Premises; (b) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with any federal, state or local law, rule, regulation, statute or ordinance, or any order of any governmental, regulatory or administrative authority pertaining to health, industrial hygiene or the environmental condition on, under or about the Premises (collectively, "Environmental Laws") as such failure affects the environmental condition of the Premises; (c) any release by the Landlord and/or its contractors, subcontractors, agents or employees of any petroleum product or hazardous material or Hazardous Substance on, upon, or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Landlord and/or its contractors, subcontractors or agents to comply with any Environmental Law or any release of petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; (e) the presence of any petroleum product or hazardous material or Hazardous Substance on, in, or within the soil, groundwater or surface water at, on, under or within the Premises, which products or materials or Substances were on, in,

or within such soil, groundwater or surface water on the Commencement Date; and (f) any response, enforcement, or remedial action required by any governmental authority which is necessary to comply with any Environmental Law or any requirement of any regulatory or administrative authority with respect thereto arising out of, as a result of or related in any way to any petroleum product or hazardous material or Hazardous Substance on, under or within the Premises, which products or materials or Substances were on, under or within the Premises as of the Commencement Date. Notwithstanding the foregoing, Landlord shall not be liable for any Costs arising from any acts or omissions on the part of the Tenant or any of its members, or any of its contractors, subcontractors, agents, employees, licensees or invitees occurring on or after the Commencement Date.

Tenant hereby indemnifies, defends and holds the Landlord harmless from and against any and all Costs suffered or incurred by, demanded or imposed upon, or asserted against the Landlord in connection with any of the following: (a) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with the requirements of the Wisconsin Department of Natural Resources' approved Material Handling and Engineered Barrier Plan; (b) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law as such failure affects the environmental condition of the Premises; (c) any release by Tenant and/or its contractors, subcontractors, agents, employees, licensees or invitees of any petroleum product or hazardous material or Hazardous Substance on, upon or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law or any release of any petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; and (e) any wrongful or intentional or negligent act or omission on the part of Tenant or its contractors, subcontractors, agents, employees, licensees or invitees, which would cause the Landlord or the City of Sheboygan not to be in compliance with the restrictive covenants applicable to the Premises set forth in that certain Wisconsin Department of Natural Resources Certificate of Completion issued February 2010. Notwithstanding the foregoing, Tenant and its members, directors, officers and employees shall not be liable for any Costs arising from any acts or omissions on the part of the Landlord and/or its contractors, subcontractors, agents, or employees. In addition, the Tenant, its members, officers, directors, employees and their contractors, subcontractors and agents shall not be liable for any release, during the course of construction of any building and/or improvements on the Premises, of any petroleum product, hazardous

material or Hazardous Substance located on, under or within the Premises on the Commencement Date, as long as the Tenant and its contractors, subcontractors and agents were using due care during the course of construction.

The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable Environmental Law.

The Landlord and/or the City of Sheboygan shall have the right, at its cost, to inspect the Premises not less than once each year in order to assure that the Premises are in compliance with the restrictive covenants applicable to the Premises set forth in that certain Wisconsin Department of Natural Resources Certificate of Completion issued February 2010. In making these inspections, the Landlord and/or the City will use its best efforts not to unreasonably interfere with the operation of the businesses located on the Premises. The Tenant, at its cost and expense, shall be responsible for all maintenance and repair of the engineered barrier within the Premises.

ARTICLE VIII
EFFECT OF CONDEMNATION

Section 8.01. Total Condemnation. In the event that the entire Premises, or such part of the Premises as will render the remainder untenantable, shall be appropriated or taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, this Lease shall terminate and expire as of the date of taking. In such event, the parties agree to cooperate in applying for and prosecuting any claim for such taking and further agree, that the aggregate net award shall be paid to Tenant (or if required, to any mortgagee of Tenant). In the event of such condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

Section 8.02. Partial Condemnation. In the event of a partial taking (or purchase) of the Premises which make restoration of the buildings and improvements impracticable or the operation of such buildings and improvements after restoration economically unfeasible, then Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date one

hundred eighty (180) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease. In the event of such partial condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

ARTICLE IX
DEFAULT

Section 9.01. Tenant's Default Prior to Completion of Improvements. Any default of Tenant which occurs under this Lease prior to the issuance of the final Certificate of Completion to be issued shall be deemed a default under this agreement if such failure continues for more than sixty (60) days after written notice of such failure is delivered to Tenant, or in the event of a default which cannot with due diligence be cured within such sixty (60) day period, Tenant fails to commence the curing of such default with due diligence during such sixty (60) day period and to diligently prosecute to completion the curing of said default within a reasonable time thereafter. The remedies available to the Landlord under this Lease shall be cumulative, and the exercise by it of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the Tenant.

Section 9.02. Tenant's Default After Completion of Improvements. After the issuance of the final Certificate of Completion to be issued, and default of Tenant not cured within: (a) thirty (30) days of written notice of default in the payment of rent or in the payment of other charges as required herein; or (b) sixty (60) days after written notice of such failure is delivered to Tenant, or in the event of a default which cannot with due diligence be cured within such sixty (60) day period, Tenant fails to commence the curing of such default with due diligence during such sixty (60) day period and to diligently prosecute to completion the curing of said default within a reasonable time thereafter, Landlord shall, in addition to any other rights or remedies provided by law including, but not limited to appointment of a receiver, have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or

pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b) hereof, is less than that to be paid by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous default. Should Landlord at any time terminate this Lease for any default, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such default, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Landlord agrees to give Tenant's mortgagee concurrent notice of default and a concurrent right to cure in accordance with the foregoing provided that Tenant gives Landlord written notice of the name and address of any such mortgagee. The name and address of Tenant's initial mortgagee, if any, is set forth in Section 12.06.

Section 9.03. Notice of Landlord's Default. Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants or conditions of this Lease unless Tenant shall first give to Landlord sixty (60) days written notice of such failure, or in the event of a default which cannot with due diligence be cured within such sixty (60) day period, Landlord fails to commence the curing of such default with due diligence during such sixty (60) day period and to diligently prosecute to completion the curing of said default within a reasonable time thereafter.

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X
ASSIGNMENT AND SUBLETTING AND ESTOPPEL CERTIFICATES

Section 10.01. Tenant's Assignment and Transfer.

(a) Prior to substantial completion of each Phase of the Project as certified by City in the form of a final Completion Certificate for such Phase of the Project and without the prior written approval of City, as further described in the Cooperation Agreement:

(i) there shall be no transfer of ownership interests in Tenant(including any of its constituent organizations or Affiliates, as defined in the Cooperation Agreement) by any party owning ten percent (10%) or more of the ownership interests in Tenant (which term shall be deemed for the purposes of this and related provisions to include successors in interest);

(ii) nor shall any such owner suffer any such transfer to be made;

(iii) nor shall there be or be suffered to be by Tenant, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of Tenant or the degree thereof, by any other method or means.

(b) Prior to issuance of the Completion Certificate for Phase I of the Project, Tenant shall not assign or transfer this Lease without Landlord's prior written consent. Following issuance of the Certificate of Completion for Phase I of the Project, Tenant shall have the right to assign this Lease or sublet all or any portion of the Premises and all or any portion of the buildings and improvements; provided, that no such assignment or subletting shall relieve Tenant of any obligation set forth herein. Notwithstanding the foregoing, Tenant's mortgagee shall have the unqualified right to assign the Tenant's rights under the Lease upon default under the Tenant's mortgagee's mortgage/security interest, except as otherwise prohibited or restricted by applicable law. Tenant's mortgagee shall provide Landlord with prior written notice of such assignment.

Section 10.02. Tenant's Subleasing. Tenant shall have the right to sublease portions of the Premises without Landlord's prior approval provided that such subleasing meets the following requirements:

(a) The term of the sublease shall not exceed the original term of this Lease; and

(b) The subtenant's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof; and

(c) The subleasee shall execute and deliver to Landlord a document in form and content acceptable to Landlord,

acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease.

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval, which approval shall not unreasonably be withheld.

Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease. Notwithstanding the foregoing, the provisions of this Section 10.02 shall apply only to an express sublease of this Lease, and not to leases of residential units in Tenant's ordinary course of business.

Section 10.03. Landlord's Assignment. Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound by the terms of this Lease, and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

Section 10.04. Estoppel Certificates. Landlord shall, within ten (10) days after request by Tenant, certify by written instrument, duly executed, acknowledged, and delivered to the requesting party, that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and any other charges have been paid, the date of expiration of the current term, the rent then payable under this Lease, and whether or not, to the actual knowledge of the officer executing such certificate on behalf of Landlord, whether Tenant is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge, confirming the rights of a mortgagee hereunder and such other matters reasonably requested by Tenant. Upon request by Tenant, Landlord shall execute subordination agreements, subordinating Landlord's interest herein to creditors' security interests in and to personal property owned by Tenant and such other commercially reasonable interests as may from time to time be requested.

ARTICLE XI
RIGHT OF FIRST OFFER AND OPTION TO PURCHASE

Section 11.01. Tenant's Option to Purchase. Tenant shall have a one-time option to purchase the Premises ("Option to Purchase") exercisable at any time from the Commencement Date

through and including the date which is the tenth (10^{th}) anniversary of the Commencement Date ("Option Deadline"). Tenant may exercise the Option to Purchase by delivering written notice to Landlord ("Exercise Notice") on or before the Option Deadline. The purchase price at which Tenant exercises its Option to Purchase under this Section 11.01 shall be $250,000 (the "Option Purchase Price"). If Tenant elects to proceed, the closing of the purchase transaction contemplated hereunder shall be held on a date agreed to by Landlord and Tenant or on or before the sixtieth (60th) day after the date of the Exercise Notice. If Tenant fails to exercise the Option to Purchase, the Option to Purchase shall automatically terminate and be of no further force or effect.

ARTICLE XII
MISCELLANEOUS

Section 12.01. Accord and Satisfaction. No payment received by Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

Section 12.02. Entire Agreement. This Lease and Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises provided, however, that prior to issuance of the Certificate of Completion called for in the Redevelopment Agreement, this Lease shall also be subject to the terms and conditions set forth in the Redevelopment Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 12.03. No Partnership. Landlord does not in any way become a partner, joint venturer or member of a joint enterprise with Tenant.

Section 12.04 Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

Section 12.05. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant unless the waiver be in writing.

Section 12.06. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered as follows:

Redevelopment Authority of the
City of Sheboygan, Wisconsin
828 Center Avenue, Suite 104
Sheboygan, WI 53081
Attention: Executive Director

Any notices given or required to be given to Tenant shall be sent or personally delivered as follows:

_____

Any notices given or required to be given to Tenant's mortgagee shall be sent or personally delivered as follows:

_____

_____

_____

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other parties.

Section 12.07. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 12.08. Memorandum of Lease. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office

of the Register of Deeds for Sheboygan County, Wisconsin.

Section 12.09. Consent Not To Be Unreasonably Withheld. Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

Section 12.10 Quiet Title. Landlord covenants, represents and warrants that Landlord is seized in fee title to the Premises subject to the encumbrances, easements, rights of way, reservations, restrictions, covenants, limitations and conditions of record; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the Premises throughout the Term. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof.

Section 12.11. Remedies Cumulative. All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 12.12. Binding Effect. The covenants and agreements contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

Section 12.13. Applicable Law. This Lease shall be governed by the laws of the State of Wisconsin.

Section 12.14. Holding Over. Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month-to-month at twice the rental amount and otherwise on the same terms and conditions hereof.

Section 12.15. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed and delivered in duplicate as of the date and year first set forth above.

LANDLORD:
REDEVELOPMENT AUTHORITY
OF THE CITY OF SHEBOYGAN, WI

By: _____
Roberta Filicky-Peneski
Chairperson

TENANT:

By: _____

Attest: _____

Chad D. Pelishek
Executive Director

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this _____ day of _____, 2016, before me personally appeared Roberta Filicky-Peneski and Chad D. Pelishek, to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Chairperson and Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate named in and which executed the foregoing Ground Lease, and that the seal affixed to the Ground Lease is the corporate seal of said corporation, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Roberta Filicky-Peneski and Chad D. Pelishek acknowledged before me the Ground Lease to be the free act and deed of said corporation.

_____
Notary Public
Sheboygan County, Wisconsin
My commission expires:_____

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this _____ day of _____, 2016, before me personally appeared _____ who executed the foregoing Ground Lease and acknowledged before me that he executed the same as his free act and deed.

_____
Notary Public
Sheboygan County, Wisconsin
My commission is permanent

This instrument was drafted by

_____

_____

lease/-groundlease033114

Exhibit "A"

Exhibit "B"

[SOUTH PIER DESIGN GUIDELINES]

EXHIBIT "C"

[WISCONSIN DNR APPROVED MATERIAL HANDLING & ENGINEERED BARRIER PLAN DATED MAY 19, 2003

IX

R. C. No. ____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. April 18, 2016.

Your Committee to whom was referred Gen. Ord. No. 58-15-16 by Alderperson Thiel amending Subsection 26-1008(a) of the Municipal Code relating to certification of compliance with Clearwater requirements; sends the document to Council with no recommendation.

peg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



X

7.5

Gen. Ord. No. 58 - 15 - 16. By Alderperson Thiel. April 6, 2016.

AN ORDINANCE amending Subsection 26-1008(a) of the Municipal Code relating to certification of compliance with clearwater requirements.

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

Section 1. Subsection 26-1008(a) of the Sheboygan Municipal Code entitled "Certification of compliance with Clearwater requirements" is hereby amended so as to provide as follows:

"Sec. 26-1008. *Certification of compliance with Clearwater requirements.*

(a) No person may obtain a building permit for improvements to the interior of a building serviced by a sanitary sewer until such time as a certificate of compliance has been obtained from the building inspection department as provided in this section within ten business days of the application. Performing any improvements requiring a building permit without a certificate of compliance shall constitute a violation of this Code and shall be subject to the penalties set forth in section 26-908.

. . ."

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.

PP+S no recommendation.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 15 - 16. By STRATEGIC FISCAL PLANNING. April 18, 2016.

Your Committee to whom was referred R. C. No. 366-15-16 by Committee of Whole regarding the Building Use Committees recommendation for a presentation to the Common Council advocating the renovation of the current City Hall; recommends to Strategic Fiscal Planning Committee to establish a budget for renovations of the existing building or a different location.

refer to Strategic Fiscal by new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

DIRECT REFERRAL

R. C. No. 366 - 15 - 16. By WHOLE. April 11, 2016.

The Committee of the Whole met regarding the Building Use Committees recommendation for a presentation to the Common Council advocating the renovation of the current City Hall as presented in the report by Bray Architects; and a presentation by Bray Architects on the City Hall Use Study was held at the Committee of the Whole meeting on Monday, March 14, 2016; and the Committee of the Whole discussed the matter and recommends referral to the Strategic Fiscal Planning Committee to establish a budget for renovations of the existing building or a different location.

Strategic Fiscal refer to Strategic Fiscal of new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred R. O. No. 324-15-16 by the City Clerk submitting a communication from Paul and Lisa Roberts, owners of Anglers Avenue Pub & Grill to propose an expansion of operations on a seasonal basis to include a vacant (.1 acre) lot adjacent to Anglers Avenue; recommends that the document be referred to Law and Licensing of the new Council.

refer to Law & Lic of new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters 9.2

R. O. No. 324 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting a communication from Paul and Lisa Roberts, owners of Anglers Avenue Pub & Grill, 518 S. Pier Dr., to propose an expansion of operations on a seasonal basis to include a vacant (.1 acre) lot adjacent to Anglers Avenue.

Law & Lic
refer to L & L
of new Council

City Clerk



To: Sheboygan Common Council

From: Anglers Avenue, Paul & Lisa Roberts

Re: Right-of –way request

Anglers Avenue Pub & Grill, located at 518 S. Pier Dr. is proposing an expansion of operations on a seasonal basis to include a vacant (.1 acre) lot adjacent to Anglers Avenue. We have been in business for 4 years and currently employ approximately 22 workers. If approved, this project would provide an outside venue for groups of up to 50 people for events such as family reunions, birthday parties, etc. Live entertainment would also be considered as needed for major events in the future.

Anglers Avenue requests to build a temporary/removable walkway-bridge from the existing east patio to the .1 acre lot adjacent to Anglers Avenue for the purpose of developing a Tiki Bar atmosphere to be use approximately mid May through mid October.

We have consulted with an architect and upon approval of the right-of-way, we will then present a site plan for City approval. Following approval of the plan we will enter into an agreement to lease .1 acre parcel from the City.

A time table for the project will be developed following City approval as we move forward.

Thank you in advance for your consideration regarding this matter.

Paul & Lisa Roberts

VI

R. C. No. ___ - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred R. O. No. 311-15-16 by the City Clerk, submitting license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the remainder of the applicants (call-ins) on this Report of Officer be referred to the Law and Licensing of the new Council.

refer to Law of new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Other Matters

II

10.3

R. O. No. 311 - 15 - 16. By CITY CLERK. March 21, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

Law & Lic. 4/6/16 - grant all lic except hold Board & Brush Creative Studio, Hovorka, DeWitt, Gomez, Heyman

4/18/16 - hold Bd & Brush, Gomez, Heyman, Hovorka, DeWitt (refer to Law & Lic Council)

City Clerk

CHANGE OF PREMISE

No.	Name	Address
1089	Daves Whos Inn	835 Indiana Ave. - one-day events to be Held 6/8/16; 6/15/16; 6/22/16; 6/29/16; 7/6/16; 7/13/16; 7/20/16; 7/27/16; 8/3/16; 8/10/16; 8/17/16; 8/24/16 & 8/31/16 to include current premise and ramp west of bldg./south parking lot & west parking lot for car show.
3056	Gotta Getcha In Oasis	840 Wilson Ave. - one-day event to be held 4/30/16 to include current premise and back parking lot, entrance door on east side of bar and back door.
3001	Ranieris Four of A Kind	811 Indiana Ave. - one-day events to be Held 6/8/16; 6/15/16; 6/22/16; 6/29/16; 7/6/16; 7/13/16; 7/20/16; 7/27/16; 8/3/16; 8/10/16; 8/17/16; 8/24/16 & 8/31/16 to include current premise & include the parking area to the south, east & west of the building for the car shows.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

No.	Name	Address
3184	Board & Brush Creative Studio	528 N. 8th St.

SIDEWALK CAFE LICENSE (April 14, 2017)

No.	Name	Address
3150	Craft 30	1015 S. 10th St.
2487	Frankies Pub & Grill	2218 Indiana Ave.
3129	Greece E Spoon	1217 N. 8th St.
2427	Urbane	1231 N. 8th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
1054	Arneson, Jimmel R.	3318 N. 11th St.
7290	Bruinooge, Tarri L.	3404 N. 8th St.
1379	Gilbert, Robert E.	607 N. 27th St.
1058	Housey, Tayna J.	2225 S. 12th St.
1059	Lewis, Savannah M.	1229 S. 7th St.
1028	Low, Kourtney C.	2318 Park Pl., #A
1808	Markham, Kevin	1535 N. 24th St.
1045	Marks, Christina M.	1429 S. 17th St.
1042	Owen, James R.	1121 N. 5th St.

TAXICAB DRIVER LICENSE (December 31, 2016)

No.	Name	Address
0465	Dewitt, Curtis W.	926 St. Clair Ave.
1032	Gomez, Fernando	2219 S. 14th St.
7782	Heyman, Benjamin F.	1133 Pershing Ave.
4978	Hunt, Denise L.	2213 N. 20th St.

VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 323-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the remaining application on R. O. No. 323-15-16 be referred to Law and Licensing of the new Council.

Refer to Law & Lic of new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

9.1

R. O. No. 323 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

Law & Lic. 4/18/16 - grant all licenses except hold Sheb. Liquor Depot (refer to Atty & City Council)

City Clerk

CHANGE OF PREMISE

No.	Name	Address
1040	Brennans on Michigan	1101 Michigan Ave. - two-day event to be held 5/7/16 to 5/8/16 to include the parking lot west and south of Bldg.
1890	Suscha's Super Bar	1054 Pennsylvania Ave. - one-day event to be held 5/7/16 to include current premise and the entire parking lot north & east of the building.

"CLASS A" LIQUOR LICENSE (June 30, 2016)

No.	Name	Address
3187	Sheboygan Liquor Depot	810 N. 14th St.

CLASS "A" BEER LICENSE (June 30, 2016)

No.	Name	Address
	Shopko Stores Operating Co., LLC	518 Taylor Dr.

CLASS A LIQUOR (CIDER ONLY) (June 30, 2016)

No.	Name	Address
	Shopko Stores Operating Co., LLC	518 Taylor Dr.

"CLASS B" LIQUOR LICENSE (June 30, 2016)

No.	Name	Address
3186	Suscha Bar	1054 Pennsylvania Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
1102	Anderson, Dawn M.	2014 Lake Aire Dr.
9920	Brickson, Stephan J.	3232 S. 11th St.
1336	Grauer, Walter J.	3416 N. 7th St.
6112	Guenther, Brett L.	816 Logan Ave.
1069	Head, Amanda J.	1713 N. 11th St.
1103	Hilpert, Eric T.	1314 N. 12th St.
5338	Kirsch, Valerie A.	2221 N. 15th St.
1111	Mendez, Samantha L.	1003 Falls Park Dr., #14
7569	Pyne, Rachel L.	5902 Cart Path Rd.
1072	Rietbrock, Jennifer L.	W4412 Cty Rd., EH, Elkhart Lake
1125	Salaz, Brook L.	921 Erie Ave.
1119	Schaefer, Dane M.	3728 S. 13th St.
5002	Shembeda, Linda L.	W4161 Main Rd., Plymouth
1075	Strean, Stephanie M.	4136 N. Field Dr.
1113	Vrubley, Daniel C.	247 S. 6th St., Cedar Grove
1087	Wagaman, Leah M.	516 Forest Blvd., Sheb. Falls

TAXICAB DRIVER LICENSE (December 31, 2016)

No.	Name	Address
1535	Hou-Seye, Job E.	715 n. 14th St.

VI

R. C. No. ____ - 15 - 16. By PUBLIC WORKS. April 18, 2016.

Your Committee to whom was referred R. O. No. 331-15-16 by the City Clerk submitting an email from Alderperson Bohren to City Attorney Adams regarding "Hot in Place Paving" legal options; recommends that the document be referred to Public Works of the new Council.

Pub. Wks. of new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.9

R. O. No. 331 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting an email from Alderperson Bohren to City Attorney Adams regarding "Hot in Place Paving" legal options.

Pub. Wks.

Pub Works new Council

City Clerk

Richards, Susan

From: Alderperson Jim Bohren
Sent: Saturday, March 26, 2016 12:38 PM
To: Richards, Susan
Cc: Alderperson John Belanger
Subject: FW: Hot in Place Paving Legal Options

Sheboygan City Clerk Sue Richards - Sue

Please submit my e-mail as a document for the April 6th 2016 Council Meeting. Please refer it to the Public Works Committee. Thanks.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.452.1777
jim.bohren@ci.sheboygan.wi.us

2015 - 2016 Committee Assignments
Public Works Committee
Salaries & Grievances Committee
Capital Improvements Commission

From: Alderperson Jim Bohren
Sent: Saturday, March 26, 2016 12:30 PM
To: Adams, Charles
Cc: Biebel, David; Mayor Vandersteen; Alderperson John Belanger; Alderperson Don Hammond; Amodeo, James
Subject: Hot in Place Paving Legal Options

Attorney Adams - Chuck

Has the City or should the City be looking at its legal or other options to deal with the sub standard work that was done by the company that did the "Hot In Place Paving" in the summer of 2015? I am hearing from citizens from the North and South side complaining about the poor workmanship. I drive the Taylor Drive Access road several times a week and have noticed the very poor quality of the work. Please Advise. Thanks.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.452.1777
jim.bohren@ci.sheboygan.wi.us

2015 - 2016 Committee Assignments
Public Works Committee
Salaries & Grievances Committee
Capital Improvements Commission

Gen. Ord. No. _____ - 15 - 16. By Alderpersons Donohue, Hammond, Bohren, Heidemann and Kath. April 18, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the Table of Organization in the Department Of Public Works, Engineering Division.

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.6. is amended as follows:

Class Title	Class	No. of Employees
B. DEPARTMENT OF PUBLIC WORKS		
6. Engineering Division		
Delete:		
Assistant City Engineer Surveyor	9	1
Add:		
Civil Engineer/Project Manager	11	1

Suspend
Ord pass



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

_____

_____

_____

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Job Description

Job Title:	**Civil Engineer/Project Manager**	**Department:**	Department of Public Works
Reports To:	City Engineer	**Classification:**	Salaried Exempt
Wage:	Salary Grade 11	**Date Issue:**	Salaries & Grievances 4/11/16 Common Council 4/18/16

Position Summary

Under the general direction of the City Engineer, in some cases independently, is responsible for the development of plans and specifications for engineering/public works projects, and to supervise and coordinate the construction of such projects.

Essential Duties & Responsibilities

1. Plans, designs, and supervises the preparation of plans, specifications, cost estimates, maps, and drawings for all municipal engineering work such as storm and sanitary sewers, streets and alleys, docks and dock improvements, municipal structures, and traffic and park improvements.
2. As assigned, acts as technical advisor to Common Council committees, citizens' groups, other City departments, and the public.
3. Project manager for City engineering projects, acts as the City's agent in management and oversight of infrastructure projects and performs field changes as necessary.
4. Assists in the development and updating of NPDES Stormwater Permit requirement procedures and planning including maintenance of storm of storm system map, public education and involvement, pollution elimination programs, and water quality monitoring.
5. Assists in the development and updates of City infrastructure and control ordinances and monitors appropriate legislative and regulatory actions related to engineering and infrastructure.
6. Utilizes computer systems for gathering data and operates CAD, GIS, and other automated engineering systems.
7. Review and approve grading plans, erosion control plans, and stormwater management plans for the purpose of determining compliance with City standards, responsible for applying NR216 and 151, and all other applicable rules to developments.
8. Inspect and determine compliance with approved plans for the field implementation of erosion control and stormwater management measures, and is responsible for field observation and documentation of erosion control measure for construction work in progress on a weekly and rain event basis.
9. Effectively supervises subordinates and directs compliance with all City ordinances and regulations.
10. Analyze planning reports of others and formulate recommendations into specific, detailed, precise, and technically accurate engineering plans and specifications.
11. Uses sound engineering judgment and scientifically accepted methods in providing solutions and avoidances related to City related projects having impact on the municipality.
12. Attend public meetings to present and discuss various phases of engineering projects as directed by the City Engineer.
13. Performs other duties as required.

Qualification Requirements

1. Thorough knowledge of the laws, codes, principles, practices, modern methods, and techniques pertaining to civil engineering and construction.
2. Ability to plan, organize, assign, supervise, and inspect the work of subordinates.
3. Ability to perform difficult technical research and make comprehensive recommendations and reports.
4. Ability to operate CAD, GIS, and other automated engineering systems.
5. Ability to communicate effectively both orally and in writing with public, staff, City official, the press and the public.
6. Ability to effectively develop and communicate technical recommendations to Boards, Commissions, elected officials, and other governmental officials and the public.

Education / Experience / Certifications

Requires a Bachelor's Degree in Civil Engineering from an accredited college or university, plus a minimum of five (5) years of professional civil engineering experience demonstrating increasing responsibility, including supervisory experience.
Registration as a professional engineer in the State of Wisconsin, or ability to obtain registration within six (6) months.

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer
In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

4.1

R. O. No. 319 - 15 - 16. By CITY PLAN COMMISSION. April 6, 2016.

Your Commission to whom was referred Gen. Ord. No. 49-15-16 by Alderperson Donohue and Hou-seye and R. O. 308-15-16 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 at 824 S 8th St from Class CC Central Commercial to Class CC with PUD overlay (SEAS Planned Unit Development 2016)Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 29, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over to April 18th

City Plan Commission

X

8.2

Gen. Ord. No. 49 - 15 - 16. By Alderpersons Donohue and Hou-seye.
March 21, 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 at 630 Riverfront Dr. from Class CC Central Commercial to Class CC with PUD overlay 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 CC Central Commercial to Class CC with PUD overlay Classification:

Property located at 630 Riverfront Dr.:

Being Lot 2 of a C.S.M. recorded in Volume 25, pages 55 & 56 of Certified Surveys, located in the North ½ of the NW ¼ of Section 26, T.15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 2.3 acres + or -

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.

City Pln

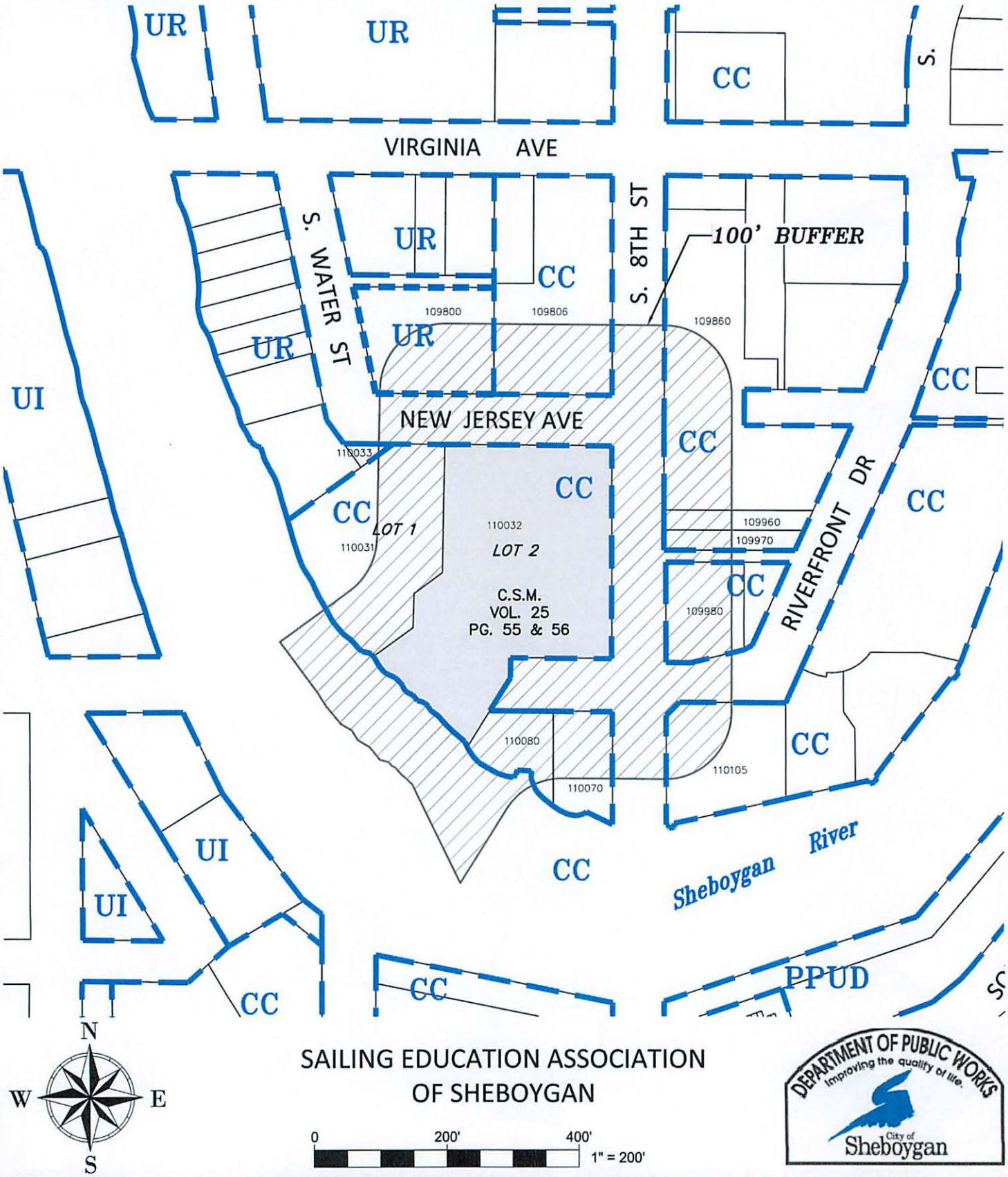
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM CC TO SEAS PUD
SECTION 26, T. 15 N., R. 23 E.

BEING LOT 2 OF A C.S.M. RECORDED IN VOLUME 25, PAGES 55 & 56 OF CERTIFIED SURVEYS, LOCATED IN THE NORTH 1/2 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



SAILING EDUCATION ASSOCIATION
OF SHEBOYGAN

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

II

5.1

R. O. No. 308 - 15 - 16. By CITY CLERK. March 21, 2016.

Submitting an application from Sailing Education Association of Sheboygan for a change in the zoning classification of property located at 630 Riverfront Dr. from Class CC Central Commercial to Class CC with PUD overlay Classification.

City Plan

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 160290
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: Sailing Education Association of Sheboygan PHONE NO.: (920) 629-8986

ADDRESS: 630 Riverfront Drive, Sheboygan, WI 53081 E-MAIL: lkohler@windway.com

OWNER OF SITE: Sailing Education Association of Sheboygan PHONE NO.: (920) 629-8986

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 824 South 8th Street, Sheboygan, WI 53081

LEGAL DESCRIPTION: Lot 2 of a C.S.M. recorded in Volume 25, pages 55 & 56 of Certified Surveys, located in the north 1/2 of the NW 1/4 of Section 26, T15N, R23E in the City of Sheboygan, Sheboygan County, State of Wisconsin, said tract contains 2.3 acres + or -

PARCEL NO. 59281110032 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

PROPOSED ZONING DISTRICT CLASSIFICATION: CC with PUD Overlay

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Vacant, Former WP&L/Alliant office building

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: SEAS Office, Education and Community Center, and indoor boat maintenance and storage

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? It is consistent with these.

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

☑ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

☐ Explain: The location of the subject parcel is in the Waterfront Transitional area of the City of Sheboygan's Master Plan, where appropriate specific site development requirements are most efficiently implemented in a PUD overlay zoning.

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? A PUD zoning overlay will continue the underlying CC zoning, while allowing for redevelopment of the site as SEAS' facility. SEAS intends to develop the currently vacant lot for office space, boat storage and maintenance, sailing education, and a community center. Proposed land use conforms to the Master Plan as Transitional Waterfront.

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 amendment is intrinsically consistent with recommendations of the City of Sheboygan Comprehensive Plan.

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

3/8/16
DATE

Leslie Kohler
PRINT ABOVE NAME

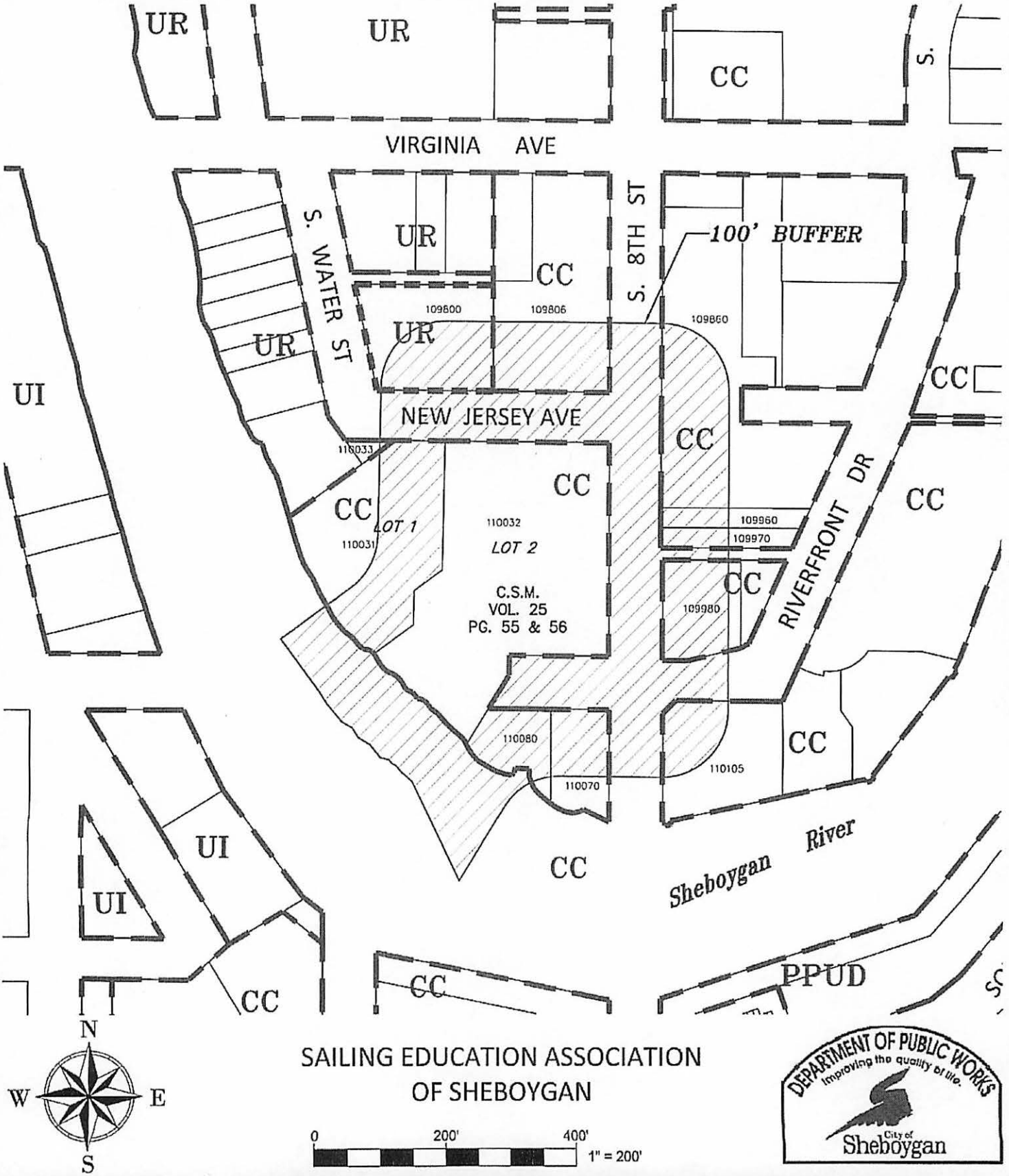
APPLICATION SUBMITTAL REQUIREMENTS

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

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

PROPOSED ZONING CHANGE
FROM CC TO SEAS PUD
SECTION 26, T. 15 N., R. 23 E.

BEING LOT 2 OF A C.S.M. RECORDED IN VOLUME 25, PAGES 55 & 56 OF CERTIFIED SURVEYS, LOCATED IN THE NORTH 1/2 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



N
W E
S

SAILING EDUCATION ASSOCIATION
OF SHEBOYGAN

0 200' 400'
1" = 200'

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

HAMEISTER ARCHITECTS
INCORPORATED

Sailing Education Association of Sheboygan
P.O. Box 1317
Sheboygan, Wisconsin 53082-1317
Phone: [920] 629-8986

Project: **SEAS Boat Works**
824 South 8th Street
Sheboygan, Wisconsin 53081

HAI Number: 101615

PROJECT SCHEDULE

DATE	EVENT	REMARKS
17 February 2016, Wednesday	Project Schedule Meeting	Establish Drop-Dead Dates.
11 March 2016	Pre-Bid Cost Estimate	Jos. Schmitt Construction
16 March 2016, Wednesday	Re-Zoning Submittal to City Clerk	General Development Plan: Legal Description + Map from City Engineer + $200 Fee + Application for Amendment of Official Zoning Map
21 March 2016, Monday	Common Council Review	Re-Zoning
29 March 2016, Tuesday	Plan Commission Review	Re-Zoning
06 April 2016, Wednesday	Common Council Holdover	Re-Zoning
12 April 2016, Tuesday	Architectural Review Submittal	Architectural Review Application + Narrative + Colored Elevations
12 April 2016, Tuesday	PIP Submittal to Steve Sokolowski	Precise Implementation Plan: $250 Fee +Application for Conditional Use Permit + Landscaping Plan
18 April 2016, Monday	Common Council Public Hearing	Re-Zoning Discussion and Vote
26 April 2016, Tuesday	Plan Commission Review	Variance Discussion and Vote
27 April 2016, Wednesday	Architectural Review	Building Façade Review and Approval
	Boat Storage Construction Documents	
May 2016	Wisconsin State Review	Boat Storage
	Boat Works Construction Documents	
May 2016	Wisconsin State Review	Boat Works
	Bidding and Contract Negotiations	
May 2016	Sheboygan City Building Permit	Boat Storage
May 2016	Sheboygan City Building Permit	Boat Works
01 June 2016	Boat Storage Construction Begins	3-1/2 month Construction Timeframe
01 June 2016	Boat Works Construction Begins	Boat Works
15 September 2016	Boat Storage Occupancy	Boat Storage
Spring 2017	Boat Works Occupancy	Boat Works

SEAS PUD General Development Plan (GDP)

The Sailing Education Association of Sheboygan (SEAS) intends to raze the early 1960's vintage former WP&L office building located at 824 S. 8th Street and in its place, construct two contemporary buildings of architectural style appropriate for this Waterfront Transitional and river riparian location. SEAS's mission is to ***establish Sheboygan's waterfront and boating programs as best in class offerings and facilities, while enhancing our county's already stellar attractions.***

Introduction

In 2009 SEAS constructed sail boat davit launching, event dockage, and "dry sail" operations in Sheboygan's Inner Harbor. **The proposed 8th Street facility will comprise SEAS's public educational and management base, as well as provide off-season indoor storage and maintenance for the organization's fleet of sailing and power support boats.** These activities are presently inefficiently scattered amongst several leased and borrowed spaces throughout the city.



A municipal boat ramp is located off the southeast corner of the subject property, which wraps around the west side of the boat ramp so that the SEAS's parcel has about 190' feet of frontage on the north bank of the river. WP&L/Alliant's electrical power substation is the abutting property to the west and New Jersey Avenue on top of the hill bounds the property to the north. The Topographic Property Survey (24 x 36" sheet) in the Appendix provides additional detailed information.

A legal description of SEAS's parcel and a map showing all other properties within 200' of it are included in the Appendix, as is a listing of the nearby tax parcel mailing addresses.

Purpose of a PUD Overlay

This location for SEAS' home base is intrinsically consistent for land use within the City of Sheboygan's Master Plan, which designates this area as Waterfront Transitional. SEAS primary activities (offices and indoor maintenance service of boats in this case) at this 8th Street site will be land uses permitted by right on this 2.34-acre parcel that is zoned Central Commercial (CC). Indoor institutional (which includes education) activities of the organization are allowable as a Conditional Use for this zoning. Continuation of an adequate amount of the existing on-site parking is a permissible Accessory Special Use.

Indoor (boat) storage is a "land use flexibility" that can be allowed under the Planned Unit Development (PUD) ordinance. Without this allowance, this CC zoned property will not be of sufficient use to SEAS to warrant redevelopment. The only other variation from standard zoning ordinance that is requested is for the building heights to exceed 20 feet, which is allowable under Conditional Use and will comply with the height requirement within the ***8th Street Design Standards:***

New buildings for this area are required to have **a height of at least 30 feet,** but not more than 60 feet. **The proposed building heights will be in the range of 40 to 45 feet**. A detailed tabulation of applicable zoning standards is included in the Appendix.

Appropriate conditions for site redevelopment, as generally described herein, will be elements of a forthcoming *Precise Implementation Plan (PIP)* for a **Planned Unit Development (PUD) overlay zoning** to the underlying CC zoning requirements. The administrative process for this is the same as for a Conditional Use Permit.

The remainder of **this General Development Plan (GDP) provides some basic required information as a preparatory step** prior to submission of a forthcoming PIP. It has been preceded by two pre-application conferences with City staff that included discussions regarding the **Concept Plan included in the Appendix.**

General Description

The new primary building will be recessed about 61' back from the sidewalk along 8th Street to provide an aesthetic drop-off drive in front. It will be set back 41' to 55' from the sidewalk along Riverfront Drive to accommodate a patio area for events that extend outdoors. Primary signage will be on the front (east) face of the primary building. Additional identification on the south face toward Riverfront Drive will be visible from across the river, as will similar information on the north side of the building that will be visible from south-bound 8th Street traffic. The boat storage building will be tucked into the hillside in the northwest corner of the property.

a) The primary building, SEAS Boat Works, will have prominent visibility from 8th Street and its intersection with Riverfront Drive located just north of the 8th Street bridge. The architectural style is based on historic turn-of-the-nineteenth-century wood framed boat works, boat shanty, and light-industrial buildings. This style features low-sloped roofs, horizontal lap siding, and double-hung muntin windows. Added enhancements for this interpretation are the clerestory high-space spine transecting the building and the glass wall, which opens public spaces up to views of the Sheboygan River to the south. The building mass is effectively broken up by shifting the exterior wall planes and varying the roof heights. Refer to the architectural example in the Appendix that shows some characteristic style elements, though not doing justice to the features and form of our buildings presently under design.

b) Building uses on this CC zoned parcel will consist of **office** (Permitted Use), **indoor maintenance service** (Permitted Use), **indoor institutional** (Special Use)**, and indoor storage** (Conditional Use under PUD). Continuation of **on-site parking** is an Accessory Special Use.

c) Building footprints will not exceed 16,248 square feet for the primary building and 12,480 square feet for the boat storage building, which sum to 28.2% of the parcel area. The size of either or both buildings may be less in order to stay within the project budget. If not, total impervious area (buildings plus pavements) will be increased from the present of 85.0% to the proposed re-development of 86.3%. The Landscape Area Ratio (LSR) will correspondingly decrease from 15.0% to 13.7%. CC Zoning has no minimum requirements for any of these ratios.

d) The only "natural" area on the site is the parcel's northern hillside, the eastern portion (adjacent to 8th Street) of which will remain landscaped.

e) The subject parcel is bounded by Riverfront Drive on the south, 8th Street on the east, New Jersey Avenue to the north, and the WP&L/Alliant electrical power substation to the west.

f) Site use will be intrinsically consistent with the Comprehensive Master Plan and designation of this area as Waterfront Transitional.

g) Compilation of applicable zoning standards are included in the Appendix. **The primary aspect of requested variation from standard zoning ordinance is to allow "indoor storage"** as a **Conditional Use,** which is a **"land us flexibility"** that is **specifically allowable under PUD Ordinance**.

h) **The only other aspect of variation from standard ordinance that is requested is to allow building heights exceeding the CC limit of 20 feet, which will then comply with that aspect of the 8th Street Design Standards** mandated for this area which requires heights between 30 and 60 feet. The proposed buildings will range in height from 40 to 45 feet. This is **a flexibility in Bulk Requirements that is specifically allowable as a Conditional Use under PUD Ordinance**.

i) **No exemptions** from any ordinance **are needed or requested.** The requested variations ((g) and (h) above) from standard zoning ordinances are specifically allowable under the PUD ordinance.

The variations from standard underlying zoning (CC) requirements as described in this GDP are all consistent with the zoning uses and specific requirements of local ordinances and the Comprehensive Master Plan. This facility will be a major aesthetic improvement at a key intersection in the heart of the City of Sheboygan and its river waterfront. The SEAS mission provides a valuable community service in supporting sailing education which enhances the City's role and posture as a premier national sailing destination.

Appendix

Topographic Property Survey (24 x 36")

City of Sheboygan Engineering Department – Proposed Zoning Map

Legal Description

Tax Parcel Map with 200' Buffer

Tax Parcel Mailing Addresses

Land Use Map

Concept Plan (11 x 17")

Architectural Example

Applicable Zoning Ordinance

Full Tax Parcel Description

These descriptions are for the purpose of compliance with Chapter 70.09, Wisconsin State Statutes. Courses and distances are extracted from the public record, and are often developed from more than one, incompatible source. Actual descriptions are available from the Sheboygan County Register of Deeds office. The descriptions listed on this page should not be considered a substitute for any but the most general purposes.

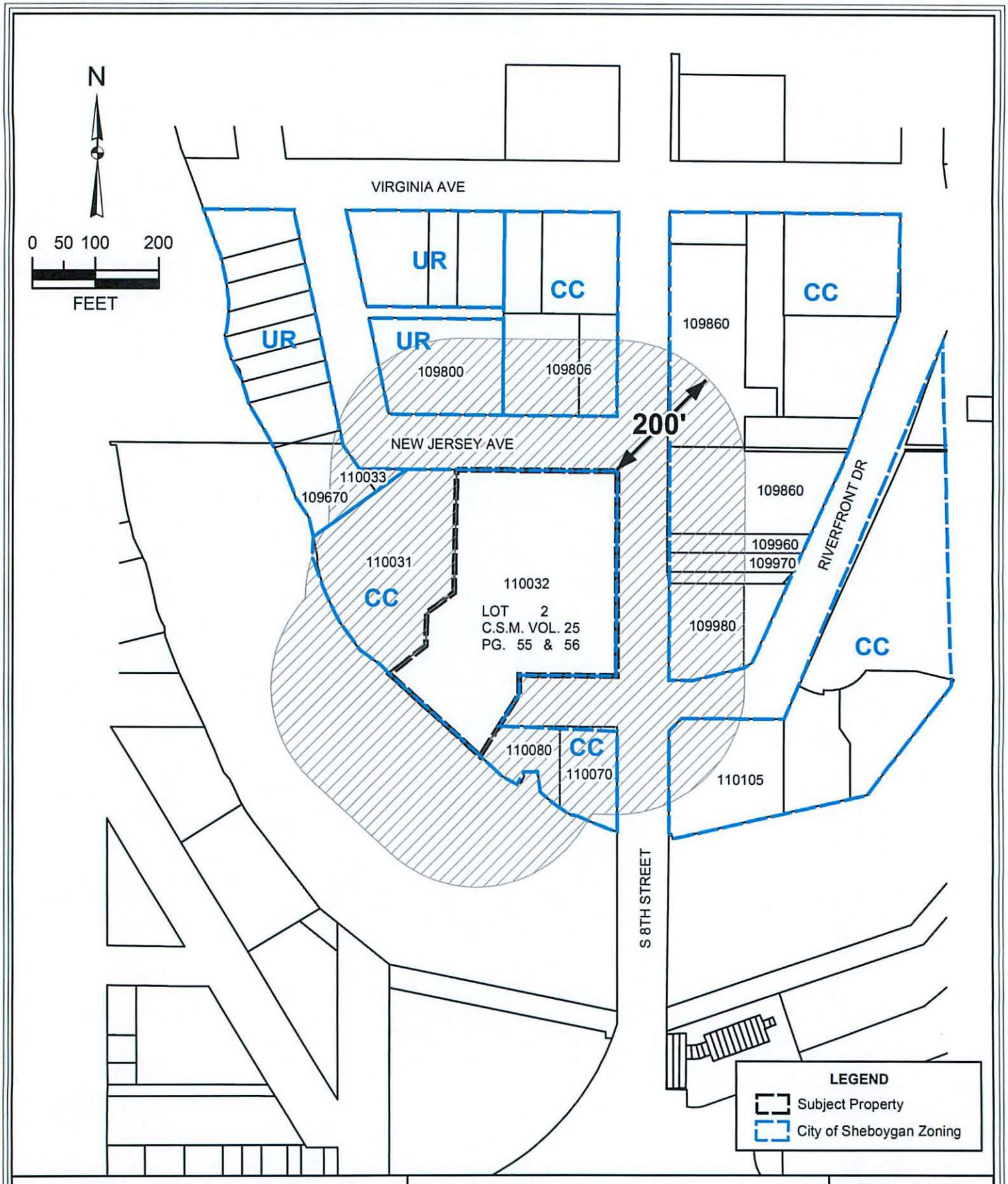
NOTE: Recorded Descriptions are available online at: Tapestry - Public Information on the Internet

Parcel Number: 59281110032

Situs Address: 824 S 8TH ST

ORIGINAL PLAT - LOT 2 CSM V25 P55-56 #1926888 BEING ALL OF BLKS 212, LOTS 1-8 OF BLK 213 & PRT LOT 4 BLK 233 & PORTIONS OF VAC N WATER ST, VAC MARYLAND AVE & THE VAC ALLEY IN BLK 212

Close



PROPOSED ZONING CHANGE FROM CC TO SEAS PUD

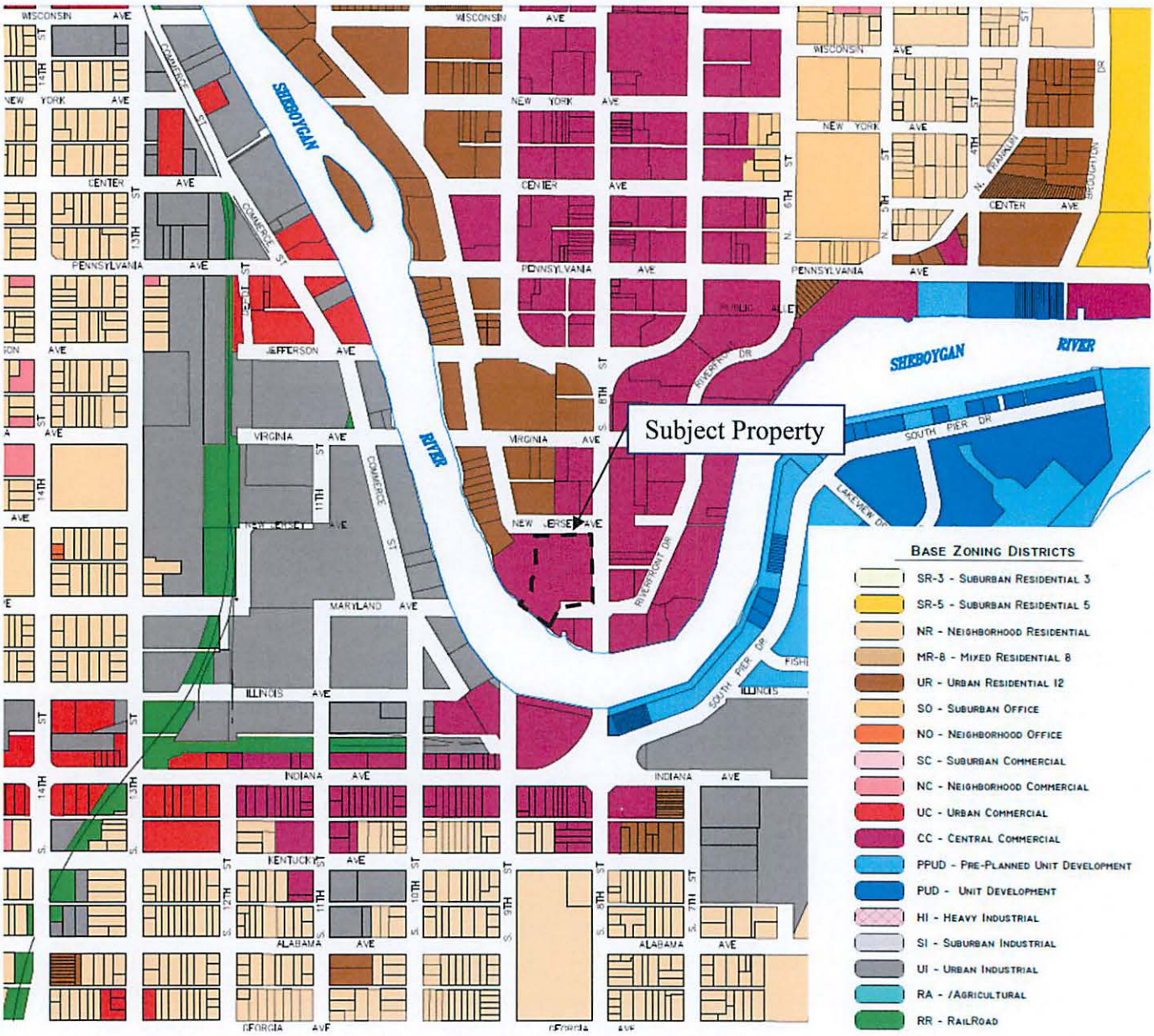
824 South 8th Street
Sheboygan, Wisconsin

MILLER ENGINEERS SCIENTISTS
5308 S. 12th Street
Sheboygan, WI 53081-8099
Phone 920-458-6164
Fax 920-458-0369
www.startwithmiller.com

DATE:	03/03/2016
JOB:	20095-001
BY:	SMM
CHK:	PGP

Data Source: WDNR Surface Water Data Viewer 2015.

Parcel Number	Mailing Address	City	State	Zip
59281109670	736 S Water Street	Sheboygan	WI	53081
59281109800	822 New Jersey Ave	Sheboygan	WI	53081
59281109806	828 Center Ave Ste 104	Sheboygan	WI	53081
59281109860	3220 Greenview Dr	Sheboygan	WI	53083
59281109960	2804 S 7th St	Sheboygan	WI	53081
59281109970	N4498 County Road I	Sheboygan Falls	WI	53085
59281109980	N6715 Cardinal Dr	Sheboygan	WI	53083
59281110031	824 S 8th St	Sheboygan	WI	53081
59281110032	PO Box 1317	Sheboygan	WI	53082
59281110033	828 Center Ave	Sheboygan	WI	53081
59281110070	828 Center Ave	Sheboygan	WI	53081
59281110080	828 Center Ave	Sheboygan	WI	53081



Source: City of Sheboygan 2011.

DATE	**3/3/2016**	**BY**	**SMM**	**CLIENT:**	**SEAS**
PROJECT NO.	**20095**	**CK**	**RGM**	**JOB:**	**Proposed Zoning Change From CC to SEAS PUD**
				LOCATION:	**824 South 8th Street, Sheboygan Wisocnsin**

MILLER
ENGINEERS
SCIENTISTS
An Employee-Owned Company

City of Sheboygan Zoning Map



The front of the school on the day I visited, December 2, 2013. There's already plenty of snow around. Living in the U.P. takes a special breed of individual and one thing is for certain—you must like winter!

Keeping Our Great Lakes Maritime Heritage Alive

The Great Lakes Boat Building School

By Bruce Niederer

On November 27, 2006 ground was broken on a perfect waterfront site overlooking the Les Cheneaux islands in Cedarville, Michigan in a ceremony that marked the end of a two-year fundraising effort and the beginning of The Great Lakes Boatbuilding School.

The Les Cheneaux islands are a group of 36 small islands, some inhabited during the summer months, along a 12-mile stretch of the southeastern shoreline on the Upper Peninsula of Michigan about 30 miles northeast of the Straits of Mackinac. Les Cheneaux is French for "the channels" which describe the extensive system of channels in and

Section 15.203 Table of Land Uses

This Chapter regulates the location of land uses to specific zoning districts through the use of the Table of Land Uses contained in this Section. (See the following pages for this Table.)

TABLE 15.203(1): TABLE OF LAND USES

P = Permitted by Right in a Conventional Development (See Section 15.206(1)(a))
C = Permitted as a Conditional Use (See Section 15.905)
I = Permitted as a Conditional Use in an Institutional Residential Development (See Section 15.206(1)(c))
M = Permitted as a Conditional Use within a Mobile Home Park (See Section 15.206(1)(d))

↓ ZONING DISTRICT ABBREVIATIONS ↓																
RA35	ER1	SR3	SR5	NR6	MR8	UR12	NO	SO	NC	SC	UC	CC	SI	UI	HI	↓ TYPE OF LAND USE ↓
																DWELLING UNIT TYPE (Section 15.034)
P	P	P	P	P	P	P	P		P							(1) Single-Family Detached 35 acre lot
	P	P	P	P	P	P	P		P							(2) Single-Family Detached 40,000 sf lot
	C	P	P	P	P	P	P		P							(3) Single-Family Detached 15,000 sf lot
		P	P	P	P	P	P		P							(4) Single-Family Detached 10,000 sf lot
			P	P	P	P	P		P							(5) Single-Family Detached 6,000 sf lot
				C	C	C	C		C							(6) Single-Family Detached 4,500 sf lot
				C	C	C	C		C							(7) Two-Flat 6,000 sf lot
					P	P										(8) Duplex 6,000 sf lot
					P	P										(9) Twin House 3,000 sf lot
						P						C				(10) Townhouse 2,500 sf lot
						C	C		C			C				(11) Multiplex 2,500 sf per unit
						C	C		C			C				(12) Apartment 2,500 sf per unit
						I	I	I	I	I	I	I				(13) Institutional Residential
					M											(14) Mobile Home 4,500 sf lot

RA-35ac Rural Agricultural
ER-1 Estate Residential
SR-3 Suburban Residential-3
SR-5 Suburban Residential-5
NR-6 Neighborhood Residential
MR-8 Mixed Residential
UR-12 Urban Residential
NO Neighborhood Office
SO Suburban Office
NC Neighborhood Commercial
SC Suburban Commercial
UC Urban Commercial
CC Central Commercial
SI Suburban Industrial
UI Urban Industrial
HI Heavy Industrial

TABLE 15.203(2) and (3): TABLE OF LAND USES

P=Permitted by Right (15.202(2)) **S**=Permitted as a Special Use (15.202(3)) **C**=Permitted as a Conditional Use (15.202(4))

↓ZONING DISTRICT ABBREVIATIONS↓																↓ TYPE OF LAND USE ↓
RA-35ac	ER-1	SR-3	SR-5	NR-6	MR-8	UR-12	NO	SO	NC	SC	UC	CC	SI	UI	HI	
																NONRESIDENTIAL LAND USES
																AGRICULTURAL USES (15.206(2)(_))
P	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(a) Cultivation
C																(b) Husbandry
C																(c) Intensive Agriculture
C															C	(d) Agricultural Services
S																(e) On-Site Agricultural Retail
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(f) Selective Cutting
C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	(g) Clear Cutting
																INSTITUTIONAL USES (15.206(3)(_))
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(a) Passive Outdoor Public Recreational
S	S	S	S	S	S	S	S	S	S	S	S	S	S			(b) Active Outdoor Public Recreational
C	C	C	C	C	C	C	S	S	S	S	S	S	S			(c) Indoor Institutional
vC	C	C	C	C	C	C	C	C	C	C	C	C	C			(d) Outdoor Institutional
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(e) Public Services and Utilities
						C	C	C		C	C	C				(f) Institutional Residential
S	S	S	S	S	S	S										(g) Community Living Arrangement (1-8 res.)
	C	C	C	C	S	S	C	C								(h) Community Living Arrangement (9-15)
						C	C	C								(i) Community Living Arrangement (16+)

RA-35ac Rural Agricultural
ER-1 Estate Residential
SR-3 Suburban Residential-3
SR-5 Suburban Residential-5
NR-6 Neighborhood Residential
MR-8 Mixed Residential
UR-12 Urban Residential
NO Neighborhood Office
SO Suburban Office
NC Neighborhood Commercial
SC Suburban Commercial
UC Urban Commercial
CC Central Commercial
SI Suburban Industrial
UI Urban Industrial
HI Heavy Industrial

TABLE 15.203(4): TABLE OF LAND USES

P=Permitted by Right (15.202(2)) **S**=Permitted as a Special Use (15.202(3)) **C**=Permitted as a Conditional Use (15.202(4))

↓ZONING DISTRICT ABBREVIATIONS↓																↓ TYPE OF LAND USE ↓
RA-35ac	ER-1	SR-3	SR-5	NR-6	MR-8	UR-12	NO	SO	NC	SC	UC	CC	SI	UI	HI	
																COMMERCIAL USES (15.206(4)( ))
							P	P	P	P	P	P	P	P	P	(a) Office
							P	P	P	P	P	P	C			(b) Personal or Professional Service
							C	C	P	P	P	P	C			(c) Indoor Sales or Service
										C	C					(d) Outdoor Display
									P	P	P	P	P	P	P	(e) Indoor Maintenance Service
															C	(f) Outdoor Maintenance Service
							C	C	C	C	C	C				(g) In-Vehicle Sales or Service
							C	C	C	C	C	C	C	C		(h) Indoor Commercial Entertainment
C											C		C			(i) Outdoor Commercial Entertainment
C										C	C		C	C		(j) Commercial Animal Boarding
							C	C		C	C	C				(k) Commercial Indoor Lodging
C	C	C	C	C	C	C	C		C	C	C	C				(l) Bed and Breakfast Establishments
					C	C	C	C	C	C	C	C	C	C		(m) Group Day Care Center (9+ children)
C																(n) Campground
						C	C				C	C				(o) Rooming House
															C	(p) Sexually-Oriented Land Use

RA-35ac Rural Agricultural
ER-1 Estate Residential
SR-3 Suburban Residential-3
SR-5 Suburban Residential-5
NR-6 Neighborhood Residential
MR-8 Mixed Residential
UR-12 Urban Residential
NO Neighborhood Office
SO Suburban Office
NC Neighborhood Commercial
SC Suburban Commercial
UC Urban Commercial
CC Central Commercial
SI Suburban Industrial
UI Urban Industrial
HI Heavy Industrial

TABLE 15.203(5), (6), and (7): TABLE OF LAND USES

P=Permitted by Right (15.202(2)) S=Permitted as a Special Use (15.202(3)) C=Permitted as a Conditional Use (15.202(4))

↓ZONING DISTRICT ABBREVIATIONS↓																↓ TYPE OF LAND USE ↓
RA-35ac	ER-1	SR-3	SR-5	NR-6	MR-8	UR-12	NO	SO	NC	SC	UC	CC	SI	UI	HI	
																STORAGE/DISPOSAL (15.206(5)(_))
											C		P	P	P	(a) Indoor Storage or Wholesaling
														C	S	(b) Outdoor Storage or Wholesaling
											C		C	C		(c) Personal Storage Facility
C														C	C	(d) Junkyard or Salvage Yard
C															C	(e) Waste Disposal Facility
C															C	(f) Composting Operation
																TRANSPORTATION USES (15.206(6)(_))
				C	C	C	C	C	C	C	S	S	C	S	S	(a) Off-Site Parking Lot
C								C					C	C	C	(b) Airport/Heliport
															C	(c) Freight Terminal
													C	C	C	(d) Distribution Center
																INDUSTRIAL USES (15.206(7)(_))
													S	S	S	(a) Light Industrial
															S	(b) Heavy Industrial
C													C	C	C	(c) Communication Tower
C																(d) Extraction Use

RA-35ac Rural Agricultural
ER-1 Estate Residential
SR-3 Suburban Residential-3
SR-5 Suburban Residential-5
NR-6 Neighborhood Residential
MR-8 Mixed Residential
UR-12 Urban Residential
NO Neighborhood Office
SO Suburban Office
NC Neighborhood Commercial
SC Suburban Commercial
UC Urban Commercial
CC Central Commercial
SI Suburban Industrial
UI Urban Industrial
HI Heavy Industrial

TABLE 15.203(8): TABLE OF LAND USES

P=Permitted by Right (15.202(2)) **S**=Permitted as a Special Use (15.202(3)) **C**=Permitted as a Conditional Use (15.202(4))

↓ZONING DISTRICT ABBREVIATIONS↓																↓ TYPE OF LAND USE ↓
RA-35ac	ER-1	SR-3	SR-5	NR-6	MR-8	UR-12	NO	SO	NC	SC	UC	CC	SI	UI	HI	
																ACCESSORY USES (15.206(8)(_))
									C	C	S/C	C				(a) Commercial Apartment
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(b) On-Site Parking Lot
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(c) Farm Residence
P/C	P/C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(d) Private Residential Garage or Shed
S	S	S	S	S	S	S										(e) Private Residential Recreational Facility
S	C															(f) Private Residential Kennel
S																(g) Private Residential Stable
							P	P		P	P	P	P	P	P	(h) Company Cafeteria
							S/C	S/C		S/C	S/C	S/C	S/C	S/C	S/C	(i) Company Provided On-Site Recreation
										C	C					(j) Incidental Outdoor Display
							C	C	C	C	C	C	C			(k) In-Vehicle Sales and Service
													S	S	S	(l) Indoor Sales Incident to Light Industrial Use
									C	C	C	C				(m) Light Industrial Incidental to Indoor Sales
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(n) Drainage Structure (See 15.204 also)
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(o) Filling (See 15.204 also)
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(p) Lawn Care (See 15.204 also)
C	C															(q) Septic Systems (See 15.204 also)
C	C	C	C	C	C	C	S/C	S/C	S/C	S/C	S/C	S/C	S/C	S/C	S/C	(r) Exterior Communication Devices
S	S	S	S	C	C	C	S	S	S	S	S	S	S	S	S	(s) Home Occupation
P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	(t) On-Site Composting/Wood Piles
P	P	P	P	P	P	P										(u) Family Day Care Home
C	C	C	C	C	C	C										(v) Intermediate Day Care Home
C															C	(w) Migrant Labor Camp

RA-35ac Rural Agricultural
ER-1 Estate Residential
SR-3 Suburban Residential-3
SR-5 Suburban Residential-5
NR-6 Neighborhood Residential
MR-8 Mixed Residential
UR-12 Urban Residential
NO Neighborhood Office
SO Suburban Office
NC Neighborhood Commercial
SC Suburban Commercial
UC Urban Commercial
CC Central Commercial
SI Suburban Industrial
UI Urban Industrial
HI Heavy Industrial

TABLE 15.203(9): TABLE OF LAND USES

T = Permitted as a Temporary Use (15.202(6))

↓ZONING DISTRICT ABBREVIATIONS↓																
RA-35ac	ER-1	SR-3	SR-5	NR-6	MR-8	UR-12	NO	SO	NC	SC	UC	CC	SI	UI	HI	↓ TYPE OF LAND USE ↓
																TEMPORARY USES (15.206(9)(_))
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(a) Contractor's Project Office
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(b) Contractor's On-Site Equipment Storage
							T	T	T	T	T	T	T	T	T	(c) Relocatable Building
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(d) On-Site Real Estate Sales Office
									T	T	T	T				(e) General Temporary Outdoor Sales
T									T	T	T	T	T	T		(f) Outdoor Sales of Farm Products
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(g) Outdoor Assembly
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(h) Remediation Structure
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(i) Donation Drop-off Boxes

RA-35ac Rural Agricultural
ER-1 Estate Residential
SR-3 Suburban Residential-3
SR-5 Suburban Residential-5
NR-6 Neighborhood Residential
MR-8 Mixed Residential
UR-12 Urban Residential
NO Neighborhood Office
SO Suburban Office
NC Neighborhood Commercial
SC Suburban Commercial
UC Urban Commercial
CC Central Commercial
SI Suburban Industrial
UI Urban Industrial
HI Heavy Industrial

Section 15.204 Table of Land Uses Permitted in Permanently Protected Green Space Areas

In all developments, certain areas may be required to be set aside as permanently protected green space for the purpose of natural resources protection, to meet a Minimum Green Space Ratio (GSR) requirement, or to meet a Minimum Landscape Surface Ratio (LSR) requirement (see Subchapter 15-3: Density and Intensity Regulations, and Subchapter 15-5: Natural Resource Protection Regulations). Where such permanently protected green space is required, and where the land use is also permitted per the land use regulations of the applicable conventional zoning district (see Section 15.203: Table of Land Uses), Table 15.204: Land Use Permitted in Permanently Protected Green Space Areas shall also be employed to establish land use regulations. All land uses listed in Section 15.203, but not listed in this Section, are prohibited in permanently protected green spaces.

(Table 15.204 is presented on the following page.)

L: Minimum Number of Off-Street Parking Spaces Required on the Lot: See parking lot requirements per specific land use in Section 15.206

c. **Nonresidential Landscaping Requirements (Nonresidential and Multi-family):**

1) 20 landscaping points per 100 linear feet of building foundation
2) 5 landscaping points per 1,000 square feet of gross floor area
3) 20 landscaping points per 100 linear feet of street frontage
4) 40 landscaping points per 10,000 square feet paved area/20 stalls

d. **Nonresidential Performance Standards:** (See Subchapter 15-7)

e. **Nonresidential Signage Regulations:** (See Subchapter 15-8)

(f) **Central Commercial (CC) District**

1. **Description and Purpose**

This district is intended to permit both large and small-scale "downtown" commercial development at an intensity which provides significant incentives for infill development, redevelopment, and the continued economic viability of existing development. To accomplish this effect, maximum Floor Area Ratios (FARs) permitted in this district are much higher than those allowed in the Suburban Commercial (SC) and Urban Commercial (UC) Districts. A wide range of office, retail, and lodging land uses are permitted within this district. In order to ensure a minimum of disruption to residential development, no development within this district shall take direct access to a local residential street or a residential collector street.

Rationale: This district is intended to provide an alternative, primarily infill development designation for commercial activity to the Suburban Commercial (SC) and Urban Commercial (UC) District are designed to assist in maintaining the long-term viability of the City center.

2. **List of Allowable Land Uses** (per Subchapter 15-2)

a. **Land Uses Permitted by Right:** (per Section 15.202(2))

Selective Cutting (per Section 15.206(2)(f))
Passive Outdoor Public Recreation (per Section 15.206(3)(a))

Office (per Section 15.206(4)(a))
Personal or Professional Services (per Section 15.206(4)(b))
Indoor Sales or Service (per Section 15.206(4)(c))
Indoor Maintenance Service (per Section 15.206(4)(e))

b. **Land Uses Permitted as Special Use:** (per Section 15.202(3))

Cultivation (per section 15.206(2)(a))
Active Outdoor Public Recreation (per Section 15.206(3)(b))
Indoor Institutional (per section 15.206(3)(c))
Public Services and Utilities (per Section 15.206(3)(e))
Off-Site Parking Lot (per Section 15.206(6)(a))

c. **Land Uses Permitted as Conditional Uses:** (per Section 15.202(4))

Townhouse – 2,500 sf lot (per Section 15.034)
Multiplex – 2,500 sf lot area per unit (per Section 15.034)
Apartment – 1,000 sf lot area per unit (per Section 15.034)
Institutional Residential (per Sections 15.206(3)(f) and 15.034)
Clear Cutting (per Section 15.206(2)(g))
Outdoor Institutional (per Section 15.206(3)(d))
In-Vehicle Sales or Service (per Section 15.206(4)(g))
Indoor Commercial Entertainment (per Section 15.206(4)(h))
Commercial Indoor Lodging (per Section 15.206(4)(k))
Bed and Breakfast Establishments (per Section 15.206(4)(l))
Pet Shops (per Section 15.206(4)(q)) (G. O. 84-96-97; 11/18/96)
Group Day Care Center (9+ children) (per Section 15.206(4)(m))
Rooming House (per Section 15.206(4)(o))
Single-family residences [G. O. No. 150-97-98; 5/18/98]

d. **Land Uses Permitted as Accessory Uses:** (per Section 15.202(5))

1) Land Uses Permitted by Right:

Farm Residence (per section 15.206(8)(c))
Private Residential Garage or Shed (per Section 15.206(8)(d))
Company Cafeteria (per Section 15.206(8)(h))
Lawn Care (per Section 15.206(8)(h))
On-Site Composting/Wood Piles <5 cubic yards (per Section 15.206(8)(t))

2) Land Uses Permitted as Special Use:

On-Site Parking Lot (per Section 15.206(8)(b))
Company Provided On-Site Recreation without lighting (per Section 15.206(8)(l))
Drainage Structure (per Section 15.206(8)(n))

Filling (per Section 15.206(8)(o))
Exterior Communication Devices (per Section 15.206(8))
Home Occupation (per Section 15.206(8)(s))
On-Site Composting/Wood Piles 5 – 10 cubic yards (per Section 15.206(8)(t))

3) Land Uses Permitted as Conditional Use:

Commercial Apartment (per Section 15.206(8)(a))
Company Provided On-Site Recreation with lighting (per Section 15.206(8)(l))
In-Vehicle Sales or Service (per Section 15.206(8)(k))
Light Industrial Incidental to Indoor Sales (per Section 15.206(8)(m))
Exterior Communication Devices not meeting Special Use Requirements (per Section 15.206(8))

e. **Land Uses Permitted as Temporary Uses:** (per Section 15.202(6))

Contractor's Project Office (per Section 15.206(9)(a))
Contractor's On-Site Equipment Storage (per Section 15.206(9)(b))
Relocatable Building (per Section 15.206(9)(c))
On-Site Real Estate Sales Office (per Section 15.206(9)(d))
General Temporary Outdoor Sales (per Section 15.206(9)(e))
Outdoor Sales of Farm Products (per Section 15.206(9)(f))
Outdoor Assembly (per Section 15.206(9)(g))
Remediation Structure (per Section 15.206(9)(h))
Donation Drop-off Boxes (per Section 15.206(9)(i))

3. **Regulations Applicable to Residential Uses**

a. **Residential Density and Intensity Requirements:** (per Table 15.304)

1) *Townhouse[1]:*

Maximum Gross Density (MGD): 12.00 du/acre
Minimum Lot Area (MLA): 2,500 square feet
Minimum Site Area (MSA): 4,500 square feet

2) *Multiplex[1]:*

Maximum Gross Density (MGD): 12.00 du/acre
Minimum Lot Area (MLA): 2,500 square feet
Minimum Site Area (MSA): 4,500 square feet

3) *Apartment[1]:*

Maximum Gross Density (MGD): Up to 40.00 du/acre
Minimum Lot Area (MLA): 2,500 square feet
Minimum Site Area (MSA): 4,500 square feet

4) *Institutional Residential[1]:*

Maximum Gross Density (MGD): Up to 40.00 du/acre
Minimum Lot Area (MLA): 4,500 square feet
Minimum Site Area (MSA): 4,500 square feet

b. **Residential Bulk Requirements:** (per Table 15.402)

A: Minimum Lot Area: ***Townhouse[1]***, ***Multiplex[1]***, and ***Apartment[1]***: 2,500 square feet; ***Institutional Recreational[1]***: 4,500 square feet

B: Minimum Lot Width: ***Townhouse[1]***: 16 feet or 36 feet for a corner lot; **All Other Dwelling Unit Types**: 60 feet or 70 feet for a corner lot

Minimum Setbacks:

C: Building Coverage Ratio: 0.50

D: Reserved

E: Front or Street Side Lot Line to House: ***Townhouse[1]***, ***Multiplex[1]***, and ***Apartment[1]***: 20 feet; and ***Institutional Residential[1]***: 30 feet; add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

F: Front or Street Side Lot Line to Attached Garage: ***Townhouse[1]***, ***Multiplex[1]***, and ***Aartment[1]***: 20 feet; and ***Institutional Residential[1]***: 30 feet; add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

G: Side Lot Line to House or Attached Garage: ***Townhouse[1]***: 10 feet or 0 feet on zero lot line side; ***Multiplex[1]***, ***Apartment[1]***, and ***Institutional Residential[1]***: 10 feet

H: Total of Both Sides, Lot Lines to House or attached Garage: ***Townhouse[1]***: 10 feet or 20 feet for a corner lot; ***Multiplex[1]*** and ***Apartment[1]***: 20 feet or 30 feet for a corner lot; and ***Institutional Residential[1]***: 20 feet or 40 feet for a corner lot

I: Rear Lot Line to House or Attached Garage: 25 feet

J: Side Lot Line to Accessory Structure: 3 feet, 5 feet when abutting an alley

K: Rear Lot Line to Accessory Structure: 3 feet, 5 feet when abutting an alley

L: Peripheral Setback: See 15.610(4)(b) along zoning district boundary

M: Minimum Paved Surface Setback: 3 feet from side or rear

N: Minimum Dwelling Unit Separation: ***Townhouse***[1]: 20 feet or 0 feet on zero lot line side; **All other dwelling unit types**: 20 feet

O: Maximum Height of Dwelling Unit: 35 feet (**Apartment**[1] and ***Institutional Residential***[1] in excess of 35 feet permitted with a conditional use permit)

P: Maximum Height of Accessory structure: 15 feet

Q: Minimum Number of Off-Street Parking Spaces Required on the Lot (Includes garage, drives, & all designated parking surfaces): 3 spaces per du, except that in multi-family development 2 spaces are required for each unit with 2 or more bedrooms, 1 ½ spaces for each unit with one bedroom or less

R: Minimum Dwelling Core Dimensions: 24 feet by 40 feet

S: Minimum Roof Pitch: 3 : 12

T: Minimum Eave Width: 18 inches

[1]Standard type for conventional development or dwelling unit type permitted by right;
Italic type for cluster development or dwelling unit type requiring conditional use

c. **Residential Landscaping Requirements:** Not applicable for Single and Two-family. See Nonresidential Landscaping Requirements for Multi-family Residential.

d. **Residential Performance Standards:** (See Subchapter 15-7)

e. **Residential Signage Regulations:** (See Subchapter 15-8)

4. **Regulations Applicable to Nonresidential Uses**

a. **Nonresidential Density and Intensity Requirements:** (per Table 15.305)

Minimum Landscape Surface Ratio (LSR): .00
Minimum Lot Area (MLA): na
Maximum Building Size (MBS): na

b. **Nonresidential Bulk Requirements:** (per Table 15.403)

A: Minimum Lot Area: na

B: Minimum Lot Width: 0 feet

Minimum Setbacks:

C: Building to Front or Street Side Lot Line: 0 feet
D: Building to Residential Side Lot Line: 0 feet
E: Building to Residential Rear Lot Line: 20 feet
F: Building to Nonresidential Side Lot Line: 0 feet
G: Building to Nonresidential Rear Lot Line: 10 feet
H: Peripheral Setback: See 15.610(4)(b) along zoning district boundary
I: Minimum Paved Surface Setback: 0 feet
J: Minimum Building Separation: 0 feet
K: Maximum Building Height: 20 feet (Can exceed 20 feet w/conditional use permit)
L: Minimum Number of Off-Street Parking Spaces Required on the Lot: See parking lot requirements per specific land use in Section 15.206

c. **Nonresidential Landscaping Requirements (Nonresidential and Multi-family):**

1) 0 landscaping points per 100 linear feet of building foundation
2) 0 landscaping points per 1,000 square feet of gross floor area
3) 0 landscaping points per 100 linear feet of street frontage
4) 20 landscaping points per 10,000 square feet paved area/20 stalls

d. **Nonresidential Performance Standards:** (See Subchapter 15-7)

e. **Nonresidential Signage Regulations:** (See Subchapter 15-8)

(g) **Suburban Industrial (SI) District**

1. **Description and Purpose**

This district is intended to permit both large and small scale industrial and office development at an intensity which is consistent with the overall desired suburban community character of the designated zoning district. Beyond a relatively low maximum Floor Area Ratio (FAR) and a relatively high minimum Green Space Ratio (GSR), the primary distinguishing feature of this district is that it is geared to indoor industrial activities which are not typically associated with high levels of noise, soot, odors and other potential nuisances for adjoining properties. In order to ensure a minimum of disruption to residential development, no development within this district shall take direct access to a local residential street or a residential collector street.

CLK322B

City Of Sheboygan
City Clerk's Office

**** General Receipt ****

Receipt No: 160290
License No: 0000
Date: 03/08/2016
Received By: SLS
Received From: SAILING EDUCTION ASSOC OF SHEB INC
Memo: ZONING AMEND
Method of Payment: $200.00 Check No. 1005
Total Received: $200.00

Fee Description	**Fee**
Zoning Change	200.00

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

XI Other Matters 9.12

Res. No. 182 - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

A RESOLUTION directing a public hearing to be held in connection with change of the City of Sheboygan's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1524/1526 Saemann Ave. from Neighborhood Preservation to Employment Classification.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 2, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1524/1526 Saemann Ave. from Neighborhood Preservation to Employment Classification.

Property located at 1524/1526 Saemann Ave.:

Cole's Subdivision No. 2, Lots 1, 2, 3 & 4, Block 1, located in the west ½ of the SE ¼ of Section 15, T.15 N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 24, 202 Sq. Ft. or 0.56 Acres.

Lies 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 _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

Other Matters

9.10

Res. No. 183 - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1524/1526 Saemann Ave.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 2, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UC Urban Commercial to UI Urban Industrial Classification:

Property located at 1524/1526 Saemann Ave.:

Cole's Subdivision No. 2, Lots 1, 2, 3 & 4, Block 1, located in the west ½ of the SE ¼ of Section 15, T.15 N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 24, 202 Sq. Ft. or 0.56 Acres.

Lies over

Julie Kath

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

XV

Other Matters

9.7

Res. No. 184 - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1413 Erie Ave. and 1416 Ontario Ave.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 2, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class NR Neighborhood Residential to UC Urban Commercial Classification:

Property located at 1413 Erie Ave. and 1416 Ontario Ave.:

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, 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 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH

Lies over

45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES

Julie Kath

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

Other Matters

XI

9.4

Res. No. 185 - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

A RESOLUTION directing a public hearing to be held in connection with change of the City of Sheboygan's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1413 Erie Ave. and 1416 Ontario Ave. from Neighborhood Preservation to Community Mixed Use.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 2, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of properties located at 1413 Erie Ave. and 1416 Ontario Ave.:

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

lies over

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH 45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES

Julie Kath

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.1

R. O. No. ____ - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

Law + Lic
New Council

City Clerk

CHANGE OF AGENT

Kwik Trip #361 located at 1618 Calumet Dr. is changing agent from Sarah Rsoenthal to Jessica Christel effective immediately.

CHANGE OF PREMISE

No.	Name	Address
2880	Anglers Avenue Pub & Grill	518 S. Pier Dr. - events to be held 5/14/16; 6/10/16 to 6/12/16; 7/1/16 to 7/4/16; 7/29/16; 8/19/16 to 8/21/16 to include current premise description, east side of bldg. & grassy area north of patios and possibly the .10 acre lot east of the property.
2273	Braveheart Pub	2120 Calumet Dr. - three-day events to be held 5/13/16 to 5/15/16; 6/24/16 to 6/26/16; 7/1/16 to 7/3/16 & 9/2/16 to 9/4/16 to include the current premise and the south parking lot area.
1337	Sheboygan Elks Lodge	1343 Erie Ave. - events to be held 7/15/16 and 8/20/16 to 8/21/16 to include current premise and from the bldg. south to the property line of Georgia Pacific and east and west parking lots.

CLASS "A" BEER LICENSE (June 30, 2016)

No.	Name	Address
3192	Harbor Centre Marina I	821 Broughton Dr.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

No.	Name	Address
2258	Curative Therapies LLC	2829 N. 15th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
1163	Albert, Sarah M.	1612 N. 8th St., #A
1126	Brunnbauer, Tyler C.	107 Redtail Dr. #16
1153	Brunner, Katlyn M.	536 Denison Circle, Sheb. Falls
2815	Garnder, Tammy R.	1903 N. 20th St.
1137	Gomez, Lizbeth	2219 S. 14th St.
1129	Haas, Devin J.	1421 Colorado Ct.
1143	Hartley, Christopher J.	4020 N. 29th St.
0178	Harvey, Derek J.	1038 Wilson Ave.
3028	Hedrikse, Cathy A.	1416 Logan Ave.
1339	Ibanez, Jonny Aurora	3637 S. 12th St., #5
9447	Niedfeldt, Shanna L.	625 E. Main St., Plymouth
9065	Rejholec, Derek L.	2225 Terrace View Dr., 1D
1157	Richards, Melanie S.	28 Pawnee Pkwy.
1184	Rowden, Louis E.	1601 Michigan Ave.
1146	Trepanier, Teresa M.	1619 N. 5th St.
1154	Usitalo, Cheryl L.	315 Lincoln Ave., Cleveland
1159	Vassar, Cassie C.	W3123 Cty Rd. K, Random Lake

TAXICAB DRIVER LICENSE (December 31, 2016)

No.	Name	Address
1339	Ibanez, Jonny Aurora	3637 S. 12th St., #5
9065	Rejholec, Derek L.	2225 Terrace View Dr., #1D
1344	Schubr, Scott D.	1538 N. 20th St.
1149	Stewart, Harvey L.	1416 Illinois Ave.

II

Other Matters

9.2

R. O. No. ___ - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a claim from Scott P. Mulder for alleged damages to his right hand side mirror struck by a bent over orange metal rebar marker.

Finance & new Council

City Clerk



DATE RECEIVED _____ RECEIVED BY MMD

CLAIM NO. APR 15 '16 PM 1:19 27-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: SCOTT P. MULDER
2. Home address of Claimant: 519 N. 27TH ST. Sheboygan, WI
3. Home phone number: 920-287-5865
4. Business address and phone number of Claimant: 4736 S. TAYLOR DR. Sheboygan, WI 920-395-7178
5. When did damage or injury occur? (date, time of day) 3/16/16 7:55 AM
6. Where did damage or injury occur? (give full description) TAYLOR DRIVE & WASHINGTON – South West Median – orange rebar markers.
7. How did damage or injury occur? (give full description) South bound ON TAYLOR DRIVE - through INTERSECTION of WASHINGTON right hand SIDE MIRROR STRUCK by bent over orange metal rebar MARKER - BROKE MIRROR
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: —

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

right hand outside mirror struck by marker rebar - it broke mirror glass & paint damaged.

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

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

Auto:	$ ESTIMATES ATTACHED 4/6/16
Property:	$ —
Personal injury:	$ —
Other: (Specify below	$ —
TOTAL	$ SEE ESTIMATES 4/6/16

Damaged vehicle (if applicable)

Make: GMC Model: ACADIA Year: 2010 Mileage: 59,000

Names and addresses of witnesses, doctors and hospitals: —

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

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

SIGNATURE OF CLAIMANT Scott P. Mc... DATE 4/12/16

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

DATE RECEIVED 4-15-16 RECEIVED BY MMD

CLAIM NO. 27-15

CLAIM

Claimant's Name: Scott P. Mulder

Claimant's Address: 519 N. 27th St. Sheboygan, WI 53081

Claimant's Phone No. 920-287-5865

Auto	$ 463.97
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 463.97

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 463.97.

SIGNED Scott P. Mulder DATE: 4/12/16

ADDRESS:

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

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

MAR 19, 2016 SPG INQUIRY Store 01 SERVC01 360/5034 3010

EXPAND/MODIFY OPERATIONS

Acadia PL 1

OP NUMBER : BRD2 TOTAL $ 479.41

MODIFIER :

1. OPERATION : Body Repair Diagnosis II
2. DESCRIPTION: RIGHT FRONT MIRROR REPLACEMENT PAINT TO MATCH
3. HOURS : 2.00 LABOR: 198.00 SPG LABOR CODE: X

LN	PART NUMBER	DESCRIPTION	REQ	AVAIL	PRICE	TOTAL
4.	GM23329907	MIRROR	1	NS	248.68	248.68

PARTS: $	248.68
LABOR: $	198.00
ENVIROMENTAL CHARGES: $	9.90
TAX: $	22.83
TOTAL: $	479.41

(E=ENTER) (LINE#) (A=ADD PARTS) (O=NOTES) (C=CANCEL)

SHEBOYGAN CHEVROLET

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

***** PRELIMINARY ESTIMATE *****

04/11/2016 11:53 AM

Owner

Owner: Denise Delorme
Address: 519 N 27th St
City State Zip: Sheboygan, WI 53081
Email: denisedelorme@hotmail.com
Home/Day: (920)207-4605
FAX:

Inspection

Inspection Date: 04/11/2016 03:50 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Rental Assisted:

Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

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

Target Complete Date/Time:
Days To Repair: 2*

Remarks

*** Original Estimate ***
I have not seen Vehicle. Owner called and gave us ID Number and I wrote my estimate by what the owner told me.

Vehicle

OEM Part Price Quote ID: 5878641

2010 GMC Acadia SLT-1 4 DR Wagon
6cyl Gasoline 3.6
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
VIN: 1GKLRMED4AJ267454
Mileage Type: Actual
Code: U7764B
Int. Refinish: Two-Stage

Options

7 Passenger Seating	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Amplifier	Anti-Lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Bodyside Cladding
Bose Sound System	Bucket Seats	Center Console

Cruise Control	Daytime Running Lights	Digital Signal Processor
Dual Air Conditioning	Dual Airbags	Dual Power Seats
Dual Zone Auto A/C	Emergency S.O.S. System	Floor Mats
Fog Lights	Garage Door Opener	Halogen Headlights
Head Airbags	Heated Front Seats	Heated Power Mirrors
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Seats	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Liftgate
Power Steering	Power Windows	Privacy Glass
Pwr Driver Lumbar Supp	Rear Seat Audio Controls	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Remote Starter	Reverse Sensing System
Roof/Luggage Rack	Side Airbags	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Wood Interior Trim	XM Satellite Radio

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	1131		Mirror,Outer R/C RT	23329907 GM Part	$248.68			0.8	SM
2	L	1131	13	Mirror,Outer R/C RT	Refinish				1.2	RF
					0.5 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					
Manual Entries										
3	N			Hazad, waste	Additional Labor	$5.00*				SM
4	N			Dismantal Mirror to Paint	Additional Labor				0.5*	SM*

4 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$248.68	
Other Parts		$5.00	
Paint & Materials	1.2 Hours @ $36.00	$43.20	
Parts & Material Total			$296.88
Tax on Parts & Material	@ 5.000%		$14.84

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	0.8	0.5	1.3	$75.40
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	1.2		1.2	$69.60

Labor Total	2.5 Hours		$145.00
Tax on Labor	@ 5.000%	$7.25	
Gross Total			**$463.97**
Net Total			**$463.97**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53081 Default
OEM Part Prices DT 04/11/2016 03:52 PM EstimateID 148893540829634560 QuoteID 5878641
SPPL Yes Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 7.0.813 ES 04/11/2016 04:09 PM REL 7.0.813 DT 03/01/2016 DB 04/08/2016
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

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