

*****ATTACHMENTS*****

I

Hearing No. - 15 - 16. April 6, 2016.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District I.

Any interested persons may be heard.



PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12th St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 6, 2016 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

**James Amodeo
Chief Administrative Officer**

PUBLISH MARCH 4, 2016 LEGAL NOTICE

**CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538**

I

Hearing No. - 15 - 16. April 6, 2016.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District II.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

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Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12th St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

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**CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538**

I

Hearing No. - 15 - 16. April 6, 2016.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District IV.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

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Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

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James Amodeo
Chief Administrative Officer

PUBLISH MARCH 4, 2016 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538

I

Hearing No. - 15 - 16. April 6, 2016.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District IV.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

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James Amodeo
Chief Administrative Officer

PUBLISH MARCH 4, 2016 LEGAL NOTICE

**CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538**

I

Hearing No. - 15 - 16. April 6, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening for the proposed water main replacements in S. Business Dr. from CTH OK/Riverdale Ave. to approximately 1230' north of center line of Stahl Rd.

Any interested persons may be heard.



March 16, 2016

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

Dear Mrs. Richards:

The Sheboygan Water Utility hereby requests that you cause notice to be published no later than Monday, March 21, 2016 schedule public hearing(s), and introduce final resolution(s) requesting confirmation of **WATER MAIN replacement** special assessments, in conjunction with the Common Council's **April 4, 2016** meeting, *for the following water main installation project(s):*

<u>Location</u>	<u>Prel. Res. #</u>
South Business Drive - CTH OK/Riverdale Ave to approx. 1230' north of center line of Stahl Road	125-15-16

Open review period: **March 21, 2016 to April 4, 2016**, 7:30 AM to 4:00 PM daily, excluding Saturdays, Sundays & holidays, at the Water Utility office, 72 Park Ave. Contact phone numbers: 459-3839 or 459-3806.

*If you have any questions or concerns, please inform us as soon as possible, so that we can coordinate the **processing of notices** to property owners for the above listed project(s). Nancy is being given the info simultaneously, so they can be mailed out by the deadline required by Statute.*

Sincerely,

SHEBOYGAN WATER UTILITY

Damian J. Nevers
Utility Engineer

Lisa M. Gottsacker
Utility Accountant

Published on March 18th.

Preliminary Estimate of Water Main Special Assessments

Project/Street Name: C.T.H. OK-Riverdale Ave to aprox. 1230' north of the center line of Stahl Rd

Prelim. Res. #: 125-15-16 Date Passed: 1/4/2016 Publish By: _____ Requested Hearing Date: _____

Water Main Size: 20" Assessment Rate per Front Foot: \$25.00

Final Res. #: _____ Date Passed: _____ Billing Date: _____ Finance Proj. #: _____

Remarks	Address	County's Assessment Number	Lot # Blk #	Normal Frontage Less Corner Deduct (ft)	Non Assessable Frontage (ft)	Outside City Frontage (ft) future conn. chg.	Total Normal (In City) Assessment†	Total Outside City Amount*
	East Side Frontage:							
Town	5023 S. Business Dr	59030454390		0		765.5	\$ -	\$ 19,137.50
Town	5223 S. Business Dr	59030454580		0		195.6	\$ -	\$ 4,890.00
City of Sheb (212.4+480.2)	S. Business Dr (Werner)	59281471030		692.6	140	0	\$ 13,815.00	\$ -
City of Sheb	S. Business Dr (Werner)	59281471050		710.9		0	\$ 17,772.50	\$ -
Town	5521 S. Business Dr	59030454593		0		138.5	\$ -	\$ 3,462.50
	West Side Frontage:							
Town	4946 S. Business Dr	59030454402		0		104.8	\$ -	\$ 2,620.00
Town	5030 S. Business Dr	59030454461		0		1095.3	\$ -	\$ 27,382.50
City of Sheb	S. Business	59281470968		725.9		0	\$ 18,147.50	\$ -
City of Sheb	S. Business	59281470970		482.6		0	\$ 12,065.00	\$ -
TOTALS:				2612.00		2299.70	\$ 61,800.00	\$ 57,492.50

* To be paid by City's General Fund, with City to be reimbursed at time equivalent is received, as per PSC Rules Schedule X-2, par. "B"

† Assessment to be billed to City (seller), per terms of development agreement. This parcel number precedes the recent annexation and pending sale of the easterly portion of entire parcel.

FORM SPA025B DATE OF RUN: 03/16/16 PRELIMINARY ESTIMATE FOR WATER MAINS

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: S BUSINESS DR/CTH OK
FROM: RIVERDALE AVE
TO: STAHL RD

470968
CITY OF SHEBOYGAN

828 CENTER AVE
SHEBOYGAN WI 53081

470970
CITY OF SHEBOYGAN

828 CENTER AVE
SHEBOYGAN WI 53081

471030
LEE REALTY OF SHEBOYGAN,
INC.
4539 S TAYLOR DR
SHEBOYGAN WI 53081

471050
LEE REALTY OF SHEBOYGAN,
INC.
4539 S TAYLOR DR
SHEBOYGAN WI 53081

5423 S BUSINESS DR

II

3.2

UPDATED COPY

R. O. No. - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting various license applications.

City Clerk

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1168	Immaculate Conception	1439 S. 12 th St. -one-day event to be Held 8/14/16 to include all the school Grounds located at 1305 Humboldt Ave.
3082	Ranieri's Pool Team	811 Indiana Ave. - one-day event to be Held 4/17/16 to include current premise And the east & west parking lot.
3110	Sheboygan Falls Conservation	1201 Wildwood Ave. - one-day event to be Held 4/10/16 to include all of the Blue Line Center.
3115	Time and a Half Softball	2518 N. 15 th St. - one-day event to be held 4/9/16 to include current premise and the East side of bldg. from fence to corner And from southeast corner to driveway.

1
Acc^d file

III

R. O. No. _____ - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting a communication from the State of Wisconsin Department of Natural Resources stating their approval of the water main extension in the easement between Tower Dr. and Weeden Creek Rd.

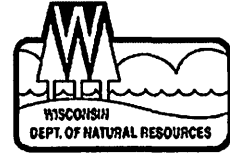
Consent

City Clerk

III

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711



March 24, 2016

SUSAN RICHARDS CLERK
CITY OF SHEBOYGAN
828 CENTER AVENUE SECOND FLOOR
SHEBOYGAN WI 53081

Project Number: W-2016-0173
Date Received: 03/04/2016
DNR Region: SER

WATER MAIN EXTENSION APPROVAL

Water system name: Sheboygan Water Utilities
Engineering Firm: Sheboygan Water Utility
Professional Engineer: Damian Nevers
Location(s): Easement between Tower Dr. and Weeden Creek Rd.

Private water mains and water services may require plan review by Department of Safety and Professional Services (DSPS), and are not reviewed or approved by the Department of Natural Resources. Contact DSPS at 608-267-9421 for further information on potential need for plan review.

Condition(s) of approval:

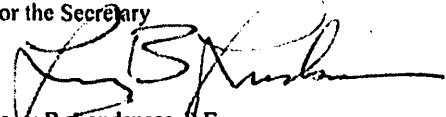
1. A preconstruction conference shall be held to ensure the understanding of, and compliance with, the approved plans and specifications, the proposed method of erosion control, the duties of the resident project representative, the disinfection and bacteriological sampling requirements of s. NR 810.09(4), Wis. Adm. Code and any special conditions listed below.

Approval constraints: The project was reviewed in accordance with s. 281.41, Wis. Stats. for compliance with Chapters NR 108, NR 810 and NR 811, Wis. Adm. Code and is hereby approved in accordance with s. 281.41, Wis. Stats. subject to the conditions listed above. This approval is valid for four years from the date of approval.

Appeal rights: If you believe that you have a right to challenge this decision, you should know that the Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. Requests for contested case hearings must be made in accordance with ch. NR 2, Wis. Adm. Code. Filing a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you must file your petition with the appropriate circuit court and serve the petition on the Department within 30 days after the decision is mailed. A petition for judicial review must name the Department of Natural Resources as the respondent.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

For the Secretary


Larry B. Landsness, P.E.
Public Water Engineering Section
Bureau of Drinking Water and Groundwater
(608) 267-7647

cc: Joe Trueblood – Sheboygan Water Utility (by email)
Damian Nevers, Sheboygan Water Utility (by email)

III

R. O. No. - 15 - 16 . By TRANSIT COMMISSION. April 6, 2016.

Your Commission who met and discussed Res. No. 175-15-16 by Alderperson Wolf approving the terms and conditions of the Parking and Access Lease Agreement by and between the City of Sheboygan and Eighth Street Sheboygan Housing Corporation; recommends that the Resolution be passed.

Consent

Transit

III

Other matters

10.5


Res. No. 175 - 15 - 16 . By Alderperson Wolf. March 21, 2016.

A RESOLUTION approving the terms and conditions of the Parking and Access Lease Agreement by and between the City of Sheboygan and Eighth Street Sheboygan Housing Corporation.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Parking Access Lease Agreement By and Between the City of Sheboygan and Eighth Street Sheboygan 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.

*Transit
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

PARKING AND ACCESS LEASE AGREEMENT

THIS PARKING AND ACCESS LEASE AGREEMENT (this “**Lease**”) is dated as of the _____ day of _____, 2016, by and between the **CITY OF SHEBOYGAN, WISCONSIN**, a municipal corporation of the State of Wisconsin, as Landlord (“**Landlord**”) and **EIGHTH STREET SHEBOYGAN HOUSING CORPORATION**, a Wisconsin domestic business corporation, as Tenant (“**Tenant**”).

WITNESSETH:

WHEREAS, Tenant and Landlord entered into that certain Contract for Sale of Land for Private Development dated as of December 11, 2015 (as amended from time to time, the “**Purchase Agreement**”), pursuant to which, among other items, Landlord will convey to Tenant certain real property more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Tenant Property**”);

WHEREAS, as more particularly provided in the Purchase Agreement, Landlord agreed to enter into this Lease with Tenant to assist in the provision of adequate parking and access for use in connection with the Tenant Property;

WHEREAS, Landlord is the owner of certain real property located adjacent to the Tenant Property, which real property is generally depicted on the site plan attached hereto and made a part hereof as **Exhibit B** (the “**Parking Premises**”);

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, parking spaces, access driveways, and entrances located on the Parking Premises, in accordance with the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and are made a part of this Lease.
2. **Definitions.** All capitalized terms used in this Lease shall have the meanings set forth below:
 - A. “**Building**” shall mean the multi-use building to be constructed by Tenant on the Tenant Property containing approximately 81 apartment units and approximately 4,000 square feet of commercial space, together with any additions thereto or replacements thereof.
 - B. “**Occupants**” shall mean Tenant, and all owners, lessees or sublessees of the Tenant Property and employees, contractors, licensees and guests thereof, including, but not limited to, tenants of commercial space and their respective employees, contractors, licensees and invitees.

C. "Parking Permit" shall mean permission given in writing or a permit to be displayed on the applicable vehicle for parking of a passenger motor vehicle in a Parking Space within the Parking Premises. Parking Permits may be of the following types:

(i) "Monthly Parking Permit," which shall mean a Parking Permit issued by Tenant for a calendar month allowing an Occupant to park a passenger motor vehicle in a Parking Space within the Parking Premises at any time; and

(ii) "Visitor Parking Permit," which shall mean a temporary Parking Permit issued by Tenant allowing a person to park a passenger motor vehicle in a Parking Space on a daily, weekly or monthly basis in the Parking Premises.

D. "Parking Space" shall mean a space within the Parking Premises that is 9'x18" long, which space is not otherwise restricted or reserved and conforms in size at any given time to all applicable zoning and other ordinances.

E. "Parking Rent" shall mean the monthly rent charged Tenant pursuant to the terms of this Lease for the use of all of the Parking Premises, which shall equal the Permit Fees (as such term is hereinafter defined) for the 42 parking spaces located within the Parking Premises.

F. "Project" shall mean collectively the Tenant Property and the Building or any other improvements located on the Tenant Property.

3. Demise of the Parking Premises. Landlord hereby leases unto Tenant, and Tenant leases from Landlord, the Parking Premises, which shall include forty-two (42) striped Parking Spaces and access driveways and entranceways, together with pedestrian pathways, in each case from and to public streets and the Project and to and from and on and over the Parking Premises and including, on and over the parking areas, drive aisles, turnarounds and driveways for ingress and egress over the Parking Premises to and from and between the Parking Premises, the Project and public streets.

4. Request for Additional Parking Spaces. At any point during the term of this Lease, Tenant may, upon at least 30 days' prior written notice to Landlord, request the right to lease additional parking spaces in excess of forty two (42) parking spaces in other nearby parking areas owned or controlled by Landlord or the District (as such term is hereinafter defined) on the same terms as herein provided and Landlord will use good faith and reasonable efforts to accommodate such request. This Lease shall be amended to reflect any agreement with respect to additional parking spaces.

5. Parking Permits: Issuance. Tenant shall have the right, at any time and from time to time to issue any number of Monthly Parking Permits (which may be issued for full or partial months) and Visitor Parking Permits. It is anticipated that the majority of Parking Permits will be issued effective as of the first of a calendar month. The Parking Permits issued by Tenant shall only be for the forty-two (42) Parking Spaces located within the Parking Premises. Tenant shall allocate and distribute Parking Permits in a manner determined by Tenant in its sole discretion.

6. Term. The initial term of this Lease (the “**Initial Term,**” the Initial Term and any extensions thereof, the “**Term**”) shall be for a period of ninety eight (98) years, commencing on the effective date of the first Parking Permits issued by Tenant (the “**Commencement Date**”), and expiring at 11:59 p.m. on the last day of the calendar month during which the ninety-eighth (98th) anniversary of the Commencement Date occurs, unless earlier terminated as provided herein.

7. Permit Fees. The initial monthly lease fee per Parking Space (“Permit Fee”) under this Lease is Thirty Dollars (\$30.00). The Parking Rent is calculated based on Permit Fees for the 42 Parking Spaces located on the Parking Premises. The Parking Rent for a given month shall be due on the first of every calendar month following the Commencement Date. In the event the Commencement Date occurs as of a date other than the first day of a calendar month, then Landlord hereby waives and forgives the payment of any Parking Rent and any other charges for that partial month. In the event the date of termination or expiration of this Lease occurs as of a date other than the last day of a calendar month, the Parking Rent for such partial month shall be prorated based upon the number of days during such partial month that fell within the Term. The amount of the Permit Fee may be adjusted annually, commencing on the anniversary of the first day of the first full calendar month after the Commencement Date, subject to the provisions of this Lease and pursuant to good faith negotiations between Landlord and Tenant, provided that the adjusted Permit Fee shall not exceed the amount reasonably determined by Landlord as the average monthly operating and maintenance expenses of the Parking Premises divided by the total number of Parking Spaces within the Parking Premises. The Permit Fee charged per Parking Space shall also not exceed the lowest monthly rent, permit fee or other charge per Parking Space then being charged by any of Landlord, the parking assessment district in which the Parking Premises are located, or any other parking assessment district (each, a the “District” and, collectively, the “Districts”) within the City of Sheboygan, as applicable, to other tenants, users, or licensees of parking spaces owned by the Landlord or any of the Districts. Landlord shall provide Tenant with an annual statement confirming that Tenant’s monthly Permit Fee per Parking Space does not exceed the lowest such rent, fee or other amount being so charged. The Parking Rent shall constitute the only rent or other payments owed by Tenant for the use of the Parking Spaces and the Parking Premises or otherwise due hereunder. Tenant shall not be charged and shall have no obligation to pay any other amounts, fees or assessments arising out of or in connection with the Project being located within any parking district or districts or the equivalent. Landlord acknowledges and agrees that Tenant shall have the right at any time to charge holders of Parking Permits amounts greater than the Permit Fee and the entire amount so charged shall belong to Tenant.

8. Legal Compliance. Landlord represents and warrants that the Parking Premises complies and will comply with all applicable laws, including, without limitation, environmental laws.

9. Landlord Representations. Landlord represents and warrants that Landlord is the owner of the Parking Premises in fee simple, free and clear of liens and encumbrances. Landlord further represents and warrants that it has full right, power and authority and is duly authorized to execute this Lease. Landlord represents and warrants that there will be sufficient Parking Spaces available so that Tenant and Occupants can park in all forty two (42) Parking Spaces and

that there will be legal vehicular and pedestrian access to and from the Project, the Parking Premises and public streets, at all times during the Term.

10. Landlord Repairs and Improvements. Landlord will undertake and complete in a good and workmanlike manner the initial, as well as ongoing, repairs and improvements to the Parking Premises described on Exhibit C attached hereto (the “**Parking and Access Renovations**”) on or before the date set forth on Exhibit C for completion thereof. Landlord and Tenant shall cooperate with the completion of construction of the Project and the Parking Premises so that the Parking and Access Renovations are completed within a time frame that allows the first Occupants of the Tenant Property to use the Parking Spaces and so that the construction of the Parking and Access Renovations and the paving, landscaping and related improvements to the Tenant Property can be coordinated so as to create efficiencies. The parties acknowledge that the Parking Premises may be used for staging of construction equipment and materials during initial construction of the Project and that the Parking and Access Renovations may not commence until the Parking Premises are no longer needed by Tenant for staging purposes. Tenant’s rights to stage on the Parking Premises are addressed in a separate agreement.

11. Permitted Use. Tenant may use the Parking Premises only for the parking of passenger vehicles by Occupants and ingress and egress to and from, the Project and the Parking Premises and public streets. Such permitted use shall include the right to use elements appurtenant to the Parking Premises, including, but not limited to, any approaches, driveways, drive aisles, turn arounds and any other appurtenances serving the Parking Premises, as may be necessary or desirable for the purposes of pedestrian and vehicular ingress and egress, and access, to, from and over the Parking Spaces and to and from the Parking Premise, the Project and public streets. Occupants holding Parking Permits and Tenant shall have access to and use of the Parking Spaces at all hours and on all days of the year. Occupants and visitors to and guests of the Project shall have the right to use the access ways located within the Parking Premises for ingress and egress to and from the Project and public streets.

12. Alterations. Neither Landlord nor Tenant shall make any material alterations to the Parking Premises without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Tenant may install signage identifying the Parking Premises as parking for the Project. In particular, but without limitation, Landlord shall not alter or change any landscaping without Tenant’s prior written consent, but may replace landscaping with landscaping substantially the same in all respects as the replaced landscaping without Tenant’s approval.

13. Repairs and Maintenance. Landlord, at its sole cost and expense, shall maintain, repair and replace the Parking Premises in good condition and repair, in a good and workmanlike manner, in compliance with all applicable laws, and at a level comparable in all respects to private parking areas and access serving Class A multifamily properties in the City of Sheboygan, including without limitation, lighting, snow removal, signage, landscaping and resurfacing. Such repair and maintenance shall include maintaining the Parking Premises at all times in a level, paved, striped and attractively landscaped condition.

14. Enforcement. If Tenant, acting in good faith, believes that parties are using the Parking Spaces without valid permits, then Tenant may notify Landlord and Landlord, at its sole cost and expense, shall promptly take reasonable efforts to ensure that all users of Parking Spaces have valid Parking Permits, including, without limitation, issuing tickets and towing vehicles without valid Parking Permits.

15. Insurance; Indemnity.

A. Insurance. At all times during the Term, Landlord, at its sole cost and expense, shall procure and maintain commercial general liability insurance insuring Landlord, and naming Tenant as an additional insured, against damages because of or resulting from any injury to property, person and loss of life sustained or claimed to have been sustained by any person in, about or on any part of the Parking Premises. Such commercial general liability insurance shall have a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence, with a general aggregate limit of Five Million Dollars (\$5,000,000). Upon Tenant's request, Landlord shall promptly provide Tenant with evidence of such insurance. From time to time, Landlord shall increase such coverage and amounts so that such insurance coverage is equal to or greater than customary coverage and levels of insurance for similarly situated parking areas serving Class A multifamily properties.

B. Indemnity. Unless due to the negligence or willful misconduct of Landlord or Additional Users and except for matters covered by Landlord's indemnity or Landlord's insurance, Tenant shall indemnify, defend and save Landlord harmless from and against all losses and damage to any person or property arising out of, related to or in connection with the use of the Parking Premises by Tenant. Unless due to the negligence or willful misconduct of Tenant, Landlord shall indemnify, defend and save Tenant harmless from and against all losses and damage to any person or property arising out of, related to or in connection with the use or operation, maintenance, repair, and replacement of the Parking Premises by Landlord, Landlord's employees, invitees, licensees, agents, contractors or representatives or any other third parties.

16. Taxes. In the event that real estate taxes and/or assessments are levied or assessed against the Parking Premises, Tenant shall not be responsible for such taxes and assessments and Landlord shall pay or cause said amounts to be paid. Tenant will receive a credit against any parking district assessments or similar charges that would otherwise be levied against the Project based on the underground parking included within the Project with the result that Tenant shall not be required to pay any parking district assessments or other charges. If the underground parking is eliminated, then Tenant will be charged the then applicable parking district assessment applicable to the Project commencing as of the elimination of the underground parking.

17. Casualty: Project. If, at any time during the term of this Lease, any residential apartments within the Project are damaged to the extent that they are no longer being occupied, the Parking Rent shall be abated based on a reduction in the Parking Rent equal to the amount of one Permit Fee for every residential apartment that is not reasonably habitable as a result of such

damage and Tenant shall not be required to pay such Permit Fee(s) until the applicable residential apartment(s) (is)are restored to a condition suitable for occupancy.

18. Casualty: Parking Premises. If the Parking Premises are destroyed or damaged by fire or other casualty, then Landlord shall proceed to promptly repair or restore the Parking Premises to substantially the same condition they were in immediately prior to such casualty and the Parking Rent due hereunder shall be proportionately and equitably abated based on any reduction in the number of available Parking Spaces and access during the period of restoration.

19. Condemnation.

A. The parties acknowledge that the parking spaces are owned by Landlord and therefore Landlord agrees that the Parking Premises shall not be subject to condemnation during the Term by Landlord or any of its agencies, districts or authorities. Landlord agrees not to participate in, instigate or encourage any condemnation efforts in connection with the Parking Premises or Tenant Property, without Tenant's express written consent. If, at any time during the term of this Lease, there shall be a total taking or a Constructive Total Taking (as defined below) of the Parking Premises in condemnation proceedings or by any right of eminent domain (including a deed or other transfer in lieu of eminent domain), this Lease shall terminate on the date possession is given pursuant to such taking and the Parking Rent payable hereunder shall be apportioned and paid to the date of such possession. The term "**Constructive Total Taking**" shall mean a taking of such scope that the untaken portion of the Parking Premises cannot be used, or restored and used, as a parking facility capable of providing at least 80% of the number of the Parking Spaces for which Tenant was entitled to issue Parking Permits immediately preceding the taking.

B. In the event of any such total taking or Constructive Total Taking and the termination of this Lease, Landlord shall be entitled to the total aggregate award for such taking, including severance damages relating to the Parking Premises ("**Condemnation Award**"), but out of such condemnation award shall remit to Tenant an amount determined as follows:

The following values shall be determined as of the day immediately preceding the taking, by agreement of the parties, or if the parties cannot so agree, as determined by an independent appraiser experienced in the appraisal of commercial real estate and acceptable to the parties:

- (i) the value of Landlord's interest in the Parking Premises; and
- (ii) the value of Tenant's interest in this Lease.

Landlord shall receive that percentage of the Condemnation Award which the value as determined in Subsection B.(i) above bears to the sum of the values determined in Subsections B.(i) and B.(ii) above.

Tenant shall receive the remainder of the Condemnation Award.

C. Any award to be received by Tenant pursuant to this Section shall be superior in right to any award to be received by any other tenant, lessee or grantee of Parking Spaces on the Parking Premises or to any mortgagee of the Parking Premises.

D. In the event of a taking which is less than a Constructive Total Taking, this Lease shall not terminate or be affected in any way, except that the Parking Rent payable hereunder shall abate during the period of restoration in respect of the number of Parking Spaces for which Tenant is entitled to issue Parking Permits hereunder, but which Parking Spaces Landlord is unable to provide.

20. Substitute Parking Spaces.

A. In the event that as a result of condemnation or a taking in lieu of condemnation or the intentional act of Landlord or the District in violation of this Lease, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as possible to the Project, and in a manner sufficient to comply with any applicable zoning or parking ordinance requirement. In the event of a condemnation or a taking in lieu of condemnation and provided Landlord provides Tenant promptly with substitute access and parking spaces which are reasonably satisfactory to Tenant on the same terms and for the same Term as provided under this Lease, then Landlord shall be entitled to receive the entire amount of the Condemnation Award. Tenant shall be entitled to accept substitute access and parking spaces offered by Landlord which are not fully acceptable without prejudicing its right to a portion of the Condemnation Award; however, in such case, the amount of the Condemnation Award to be remitted to Tenant shall reflect the value of Tenant's interest in the access and substitute parking spaces, which value shall take into consideration proximity to the Project. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

B. In the event that as a result of repair, replacement or maintenance of the Parking Premises, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall promptly notify Tenant thereof. To the extent possible Landlord shall provide Tenant with notice of the specific repair, replacement or maintenance and the period of any disruption of the use of the Parking Premises. Landlord shall use commercially reasonable efforts to limit as much as possible any interference with access to and from the Project and the use of Parking Spaces and Landlord shall coordinate with Tenant the dates and times of any such work. Landlord shall use its best efforts to promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as

possible to the Project. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

C. In the event that as a result of a casualty or for any other reason not addressed under subsections A and B above, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall use its best efforts to promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as possible to the Project and in a manner sufficient to comply with any applicable zoning or parking ordinance requirement. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

21. Default.

A. If Tenant shall continue in default in the payment of any Parking Rent owed by Tenant to Landlord hereunder for a period of thirty (30) days after written notice of such default has been received by Tenant, or if Tenant shall default in the performance of any other terms, conditions, or covenants contained in this Lease to be observed or performed by it and Tenant does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within such thirty (30) day period commence such act or acts as shall be necessary to remedy the default and shall not diligently pursue the same to completion (to effect a cure of the default), then, in any such event, Tenant failing to so perform shall be deemed to be in default under this Lease and Landlord shall have the right, but not the obligation, to exercise any and all remedies and seek all damages available at law or in equity, provided that Landlord shall not have the right to terminate this Lease unless Tenant has failed to pay Parking Rent that is undisputedly owed by Tenant hereunder for a period in excess of one hundred eighty (180) days.

B. If Landlord shall continue in default in the payment of any amounts owed by Landlord to Tenant hereunder for a period of thirty (30) days after written notice of such default has been received by Landlord, or if Landlord shall default in the performance of any other terms, conditions, or covenants contained in this Lease to be observed or performed by it and Landlord does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within such thirty (30) day period commence such act or acts as shall be necessary to remedy the default and shall not diligently pursue the same to completion (to effect a cure of the default), then, in any such event, Landlord failing to so perform shall be deemed to be in default under this Lease and Tenant shall have the right, but not the obligation, to exercise any and all remedies and seek all damages available at law or in equity, including without limitation the right to cure any such failure and to set off the cost of any such cure against any amounts due Landlord hereunder, such as but not

limited to the Parking Rent. Notwithstanding the foregoing, if such failure by Landlord to remedy any default by Landlord hereunder endangers the safety, health or security of the users of the Parking Spaces or prevents the use of the access ways or any of the Parking Spaces, then Tenant may immediately exercise its rights and remedies hereunder and shall not be required to provide Landlord any cure period.

22. Early Termination. At any time during the Term of the Lease, Tenant may, upon at least ninety (90) days' notice, terminate this Lease for any reason.

23. Quiet Enjoyment. Tenant, upon paying any Parking Rent due hereunder and performing its other covenants, obligations and agreements herein set forth, shall peaceably and quietly hold, occupy and enjoy the Parking Premises during the Term without hindrance or molestation by or from Landlord or any party claiming by, through or under Landlord, subject to the terms and provisions of this Lease.

24. Notices. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered, in which event said notice shall be deemed delivered upon such delivery; (b) sent by facsimile transmission or by email, in which event said notice shall be deemed delivered upon transmission; provided any such notice is sent within one business day by the method described in subsection (d) below and if sent to Landlord by email, is also sent by facsimile transmission; (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, in which event said notice shall be deemed delivered on the third business day after registration or certification, as applicable; or (d) sent by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows (or such other addresses as a party may designate by like notice):

If to City of Sheboygan:

With a copy to:

If to Eighth Street Sheboygan Housing Corporation: With a copy to:

c/o Oakbrook Corporation
2 Science Court
Madison, WI 53711
Attention: Michael L. Morey
Facsimile: 608-238-2625
Email: mmorey@oakbrookcorp.com

Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attention: Sarah O. Jelencic
Facsimile: 414-297-4900
Email: sjelencic@foley.com

25. Assignment or Sublease. This Lease may be assigned by Tenant to an owner of the Project, or any part thereof, without Landlord's consent, so long as such assignee agrees in writing to assume all of Tenant's obligations hereunder. Tenant may also collaterally assign or mortgage this Lease to the holder of a mortgage on all or any portion of the Tenant Property without Landlord's consent. In addition, Tenant may authorize Occupants to make use of the Parking Premises under such conditions as Tenant may determine, so long as such use is in accordance with the provisions of this Lease. Upon any transfer of the Project to a purchaser, or an assignment of this Lease to an assignee, the transferor shall be released of any and all liabilities or obligations arising or accruing under this Lease after the effective date of such transfer or assignment.

26. Lender's Rights. Provided Tenant has provided Landlord with the contact information for the holder(s) of a mortgage on the Tenant Property, then Landlord shall notify such holder(s) of any default under this Lease by Tenant that has not been cured within any applicable grace or cure period and shall provide any such holder(s) with the right to cure such default and if such holder elects to cure such default within thirty (30) days after such notice of such default, then shall provide such holder(s) with a reasonable time for such holder(s) to gain access to the Tenant Property and remedy such default.

27. Estoppel Certificate. Upon request of Landlord or Tenant, the other party, within ten (10) days of the date of such written request, agrees to execute and deliver to the requesting party, without charge, a written statement (a) ratifying this Lease; (b) certifying that this Lease is in full force and effect, if such is the case, and has not been modified, assigned, supplemented or amended, except as shall be stated; (c) certifying that all conditions and agreements under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated; (d) reciting the amount of advance Parking Rent, if any, paid by Tenant and the date to which Parking Rent has been paid; (e) that, to the knowledge of party providing the statement, neither party hereto is in default under the terms hereof except as shall be stated and (f) confirming such other provisions as are reasonably requested by such party.

28. Transfer of Landlord's Interest/Covenants Running with the Land. Landlord shall not convey, transfer or assign, by sale or otherwise, all or any part of its interest in this Lease or the Parking Premises at any time and from time to time and to any person or entity, unless the transferee agrees in a writing reasonably satisfactory to Tenant to assume all of Landlord's obligations under this Lease and to be bound by the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall not cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon any subsequent owner thereof.

29. Access. Landlord, its employees, agents and representatives, shall be entitled to enter upon the Parking Premises at reasonable times for the purpose of examining and inspecting the condition thereof and complying with Landlord's obligations hereunder; provided, however, such entry shall be done in a manner so as not to unreasonably interfere with the exercise of Tenant's or its Occupants' rights hereunder.

30. Surrender. Tenant upon termination of this Lease, by lapse of time or otherwise, agrees peaceably to surrender the Parking Premises to Landlord.

31. Holding Over. If Tenant remains in possession of the Parking Premises after the termination of this Lease and without the execution of a new lease, Tenant shall be deemed to be leasing the Parking Premises as a tenant from month-to-month, subject to all the applicable terms, conditions and covenants of this Lease.

32. Complete Agreement; Enforcement. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

33. No Waiver of Rights. The failure of Landlord or Tenant to insist upon strict performance of any of the terms, covenants and conditions herein contained shall not be deemed a waiver of any of their rights or remedies by reason thereof and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions. No covenant or condition of this Lease can be waived except by the written consent of the party against whom such waiver is claimed. Until complete performance of any covenant or condition by Landlord or Tenant, as the case may be, each party shall be entitled to invoke any remedy available to such party under this Lease or by law or in equity despite any forbearance or indulgence.

34. Costs, Expenses and Attorneys' Fees. The prevailing party shall be entitled to be reimbursed for any reasonable out of pocket costs, expenses and reasonable attorneys' fees that may be incurred or paid by said party in successfully enforcing the terms, covenants and agreements in this Lease.

35. Mediation. In the event of a dispute between Landlord and Tenant arising under or in connection with this Lease or the Parking Premises, Tenant or Landlord may elect to submit such dispute to a mediator (the "Mediation Dispute"), provided that the electing party shall notify the other party in writing. Within ten (10) days after such notice, Tenant and Landlord shall first attempt to resolve the Mediation Dispute through negotiation. If the Mediation Dispute is not resolved by negotiation within thirty (30) days after commencement of negotiations, then either party may submit the Mediation Dispute to mediation by written notice to the other party, the parties shall attempt in good faith to resolve such dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in effect as of the date of the notice electing to submit the dispute to mediation. If either party elects to submit a dispute to mediation, then neither party shall submit such dispute to arbitration, litigation or any other dispute resolution procedure until at least thirty (30) days after the end of the mediation process, after which thirty (30) day period either party may pursue litigation to resolve such dispute.

36. Provisions Severable. If any provision of this Lease shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.

37. Binding Effect/Run with the Land. The stipulations, agreements and covenants herein contained shall be binding upon the parties hereto and their respective permitted successors and assigns and shall be deemed covenants running with the land and shall be binding upon the Parking Premises and inure to the benefit of the Tenant Property.

38. Memorandum. Landlord and Tenant shall record a Memorandum of this Lease in form and substance reasonable satisfactory to Landlord and Tenant in the Office of the Register of Deeds for Sheboygan County Wisconsin within five (5) business days after Tenant acquires the Tenant Property.

39. Counterparts; Signatures. This Lease may be executed and delivered in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures shall be binding upon the parties hereto and shall be effective as originals.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:

**CITY OF SHEBOYGAN, WISCONSIN,
a municipal corporation of the State of
Wisconsin**

By: _____

Name: _____

Title: _____

TENANT:

**EIGHTH STREET SHEBOYGAN HOUSING
CORPORATION,
a Wisconsin domestic business corporation**

By: _____

Name: _____

Title: _____

[Signature Page to Parking Lease Agreement]

EXHIBIT A
The Tenant Property

[see attached]

Exhibit A-1

EXHIBIT B

The Parking Premises

[see attached]

Exhibit B-1

EXHIBIT C
Parking Renovations

[see attached]

Exhibit C-1

EXHIBIT D

Existing Public Street Parking

[see attached]

Exhibit D-1

EXHIBIT A

The Tenant Property

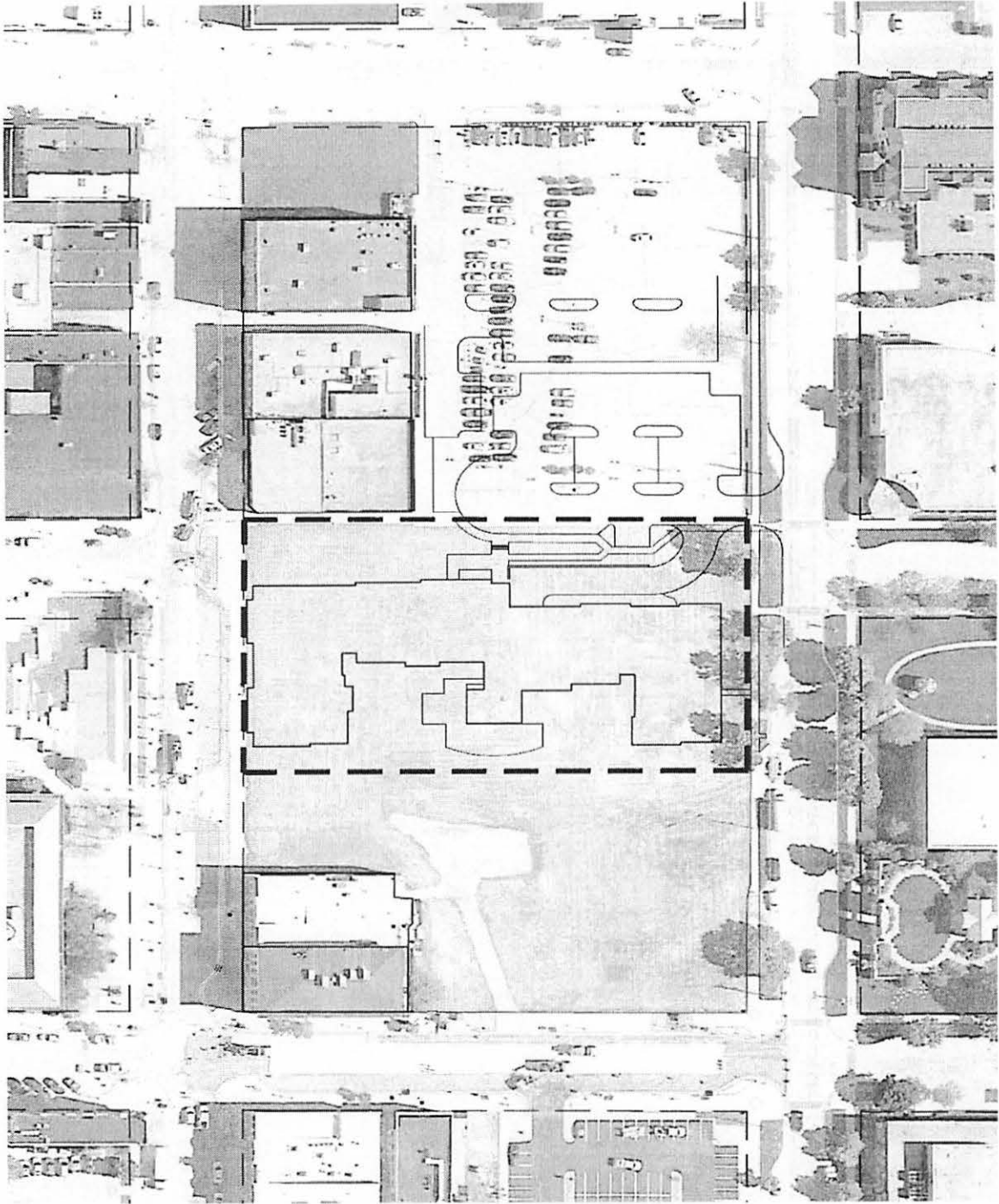


Exhibit A-1

EXHIBIT B

The Parking Premises

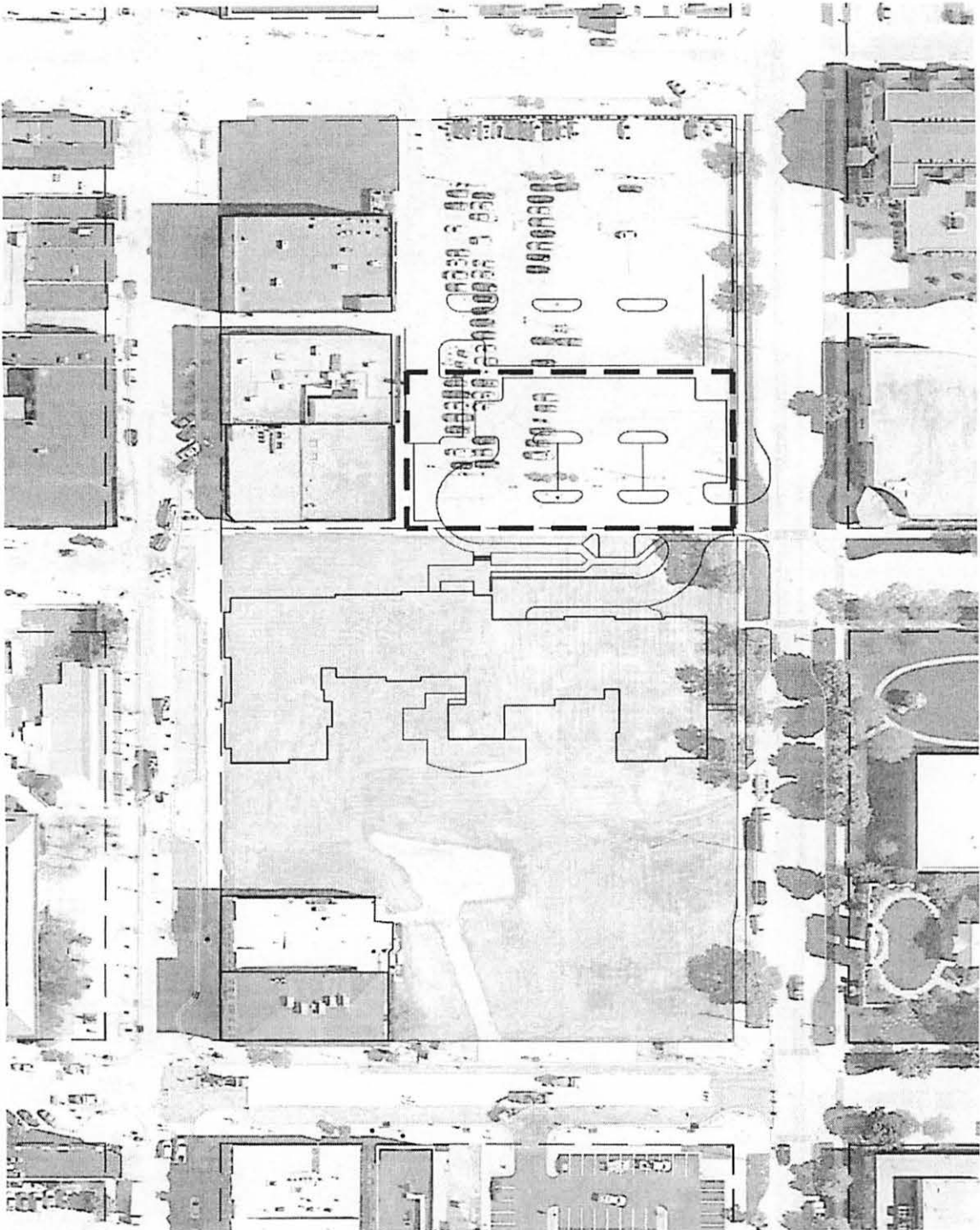


Exhibit B-1

EXHIBIT C

Parking Renovations

1. Demolition and stockpiling and/or legal disposal of existing improvements as needed to accommodate new improvements (the "Work") including but not limited to existing walks, pavements, sub base and finished grade, curbs, gutters, drainage structures, Boston Store concrete pad below existing pavement, landscape, lighting, et.
2. Civil engineering, landscape design, lighting design if desired.
3. Coordination with Oakbrook Corporation to assure quality control of site improvements that continue south of the southerly boundary of the City's limit of responsibility for the Work.
4. All general conditions including but limited to all permits, coordination with utility providers, construction fencing and security, temporary power, waste disposal, porta potties, etc.
5. Construction of the Work including but not limited to:
 - a) Regarding of finished grade and sub base, and revision of drainage structures, if so designed;
 - b) Curb cut on 7th Street;
 - c) Curbs including flush curb at special paving circle, gutters, walks;
 - d) New parking lot landscape buffers and planting islands per design with topsoil and plant materials per design;
 - e) Parking lot lighting with holiday lighting if desired;
 - f) Asphalt and special paving sufficient to accommodate automobile, commercial truck and fire truck loads;
 - g) Pavement striping; painted stop bar;
 - h) Sign designating "Tow Risk-Parking for Residents and Resident Guests Only," handicap parking space signs, stop sign and any other required signs.

III

R. O. No. - 15 - 16. By TRANSIT COMMISSION. April 6, 2016.

Your Commission who met and discussed R. O. No. 297-15-16 by the City Clerk submitting a communication from Gerry Vanne of the Sheboygan Press requesting the removal of the 2 parking meters at the main entrance at 632 Center Ave. (Sheboygan Press building); recommends that the documents be filed and to deny the request.

Consent

Transit

II

3.1

R. O. No. 297- 15 - 16. By CITY CLERK. March 7, 2016.

Submitting a communication from Gerry Vanne of the Sheboygan Press requesting the removal of the 2 parking meters at the main entrance at 632 Center Ave. (Sheboygan Press building).

~~PP & S.~~
~~Permit~~
File & deny
request

City Clerk

February 25, 2016

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

To: The City of Sheboygan

The Sheboygan Press is requesting the removal of the 2-parking meters at the main entrance at 632 Center Street. Customer's usually come in and pays their bills and leave. We would put up a maximum of ten minute parking sign for those two spots.

I would think if you monitored the annual revenue from these meters you would find it is low.

Please let me know what I need to do to further accomplish this.

Thanks for your consideration

Sincerely,



Gerry Vanne

W.920-453-5176 C. 920-960-5802

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. April 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District I.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12th St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 6, 2016 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo
Chief Administrative Officer

PUBLISH MARCH 4, 2016 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. April 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District II.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District II, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12th St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 6, 2016 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo
Chief Administrative Officer

PUBLISH MARCH 4, 2016 LEGAL NOTICE

**CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538**



Res. No. _____ - 15 - 16. By Alderperson Hammond. April 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District IV.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District IV, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12th St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 6, 2016 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo
Chief Administrative Officer

PUBLISH MARCH 4, 2016 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. April 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District V.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District V, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2015 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12th St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 6, 2016 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo
Chief Administrative Officer

PUBLISH MARCH 4, 2016 LEGAL NOTICE

**CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 60112538**

III

Res. No. _____ - 15 - 16. By Alderpersons Hammond and Lessard. April 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for the water main replacements in South Business Drive from CTH OK/Riverdale Ave. to approximately 1230' north of center line of Stahl Rd.

RESOLVED: That the assessments and schedule of the proposed assessments prepared by the Board of Water Commissioners for the proposed water main replacements in South Business Drive from CTH OK/Riverdale Ave. to approximately 1230' north of center line of Stahl Rd. are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. April 5, 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 the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	1347 Klinger, Kristina P.	36 Baden Ave., Cedar Grove
	*7743 Wychesit, Patrick J.	1629 Kentucky Ave.
*grant contingent upon the application being corrected and with a warning to include all violations on future applications		

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 5, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 311-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following licenses be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
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.

SIDEWALK CAFE LICENSE (April 14, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	1015 S. 10 th St.
2487	Frankies Pub & Grill	2218 Indiana Ave.
3129	Greece E Spoon	1217 N. 8 th St.
2427	Urbane	1231 N. 8 th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1054	Arneson, Jimmel R.	3318 N. 11 th St.
7290	Bruinooge, Tarri L.	3404 N. 8 th St.
1379	Gilbert, Robert E.	607 N. 27 th St.
1059	Lewis, Savannah M.	1229 S. 7 th St.
1028	Low, Kourtney C.	2318 Park Pl., #A

Consent

IV

1808 Markham, Kevin
1045 Marks, Christina M.
1042 Owen, James R.

1535 N. 24th St.
1429 S. 17th St.
1121 N. 5th St.

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
4978	Hunt, Denise L.	2213 N. 20 th 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 PUBLIC WORKS. April 6, 2016.

Your Committee to whom was referred Res. No. 172-15-16 by Alderperson Belanger declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program; 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

6.9

Res. No. 172 - 15 - 16. By Alderperson Belanger. March 21, 2016.

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

S. 17 St from Arizona Ave. to Maryland Ave.
N. 6th St. from Niagara Ave. to Superior Ave.
Saemann Ave. from Calumet Dr. to N. 21st 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 aforesated 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 may be paid in five (5) annual installments under §66.54(7), Stats., with interest thereon at (3.18%) commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (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.

Pub. Wks.
approve.

BE IT FURTHER RESOLVED: That when the projects are completed, the City Clerk is authorized and directed to publish the installment assessment notice required by law.

John Bej

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 PUBLIC WORKS. April 6, 2016.

Your Committee to whom was referred Res. No. 173-15-16 by Alderperson Belanger authorizing amending the contract with Sure Gro, LLC for transporting and storing Sheboygan WWTP's dried biosolids; 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

6.10

Res. No. 173 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the City of Sheboygan to amend the contract with Sure Gro, LLC for transporting and storing Sheboygan WWTP's dried biosolids.

WHEREAS: Sure Gro, LLC requested to defer payment for the Dried Biosolids for one year due to the inconsistent supply of the product produced in 2015 (see attached request dated February 8, 2016). In accordance with the Agreement between Sure Gro, LLC and the City of Sheboygan (City) approved on February 16, 2015, Sure Gro, LLC is required to remove all the dried biosolids, less any product the City retained for its own use, at the agreed upon rates below.

Year 1: No cost to either party

Years 2 and 3: Sure Gro, LLC reimburse the City at a rate of \$10.00 per ton

WHEREAS: The City did not produce the anticipated amount of dried biosolids during 2015 due to the continued start up and optimization of the biosolids dewatering and drying process.

WHEREAS: The City recognizes that Sure Gro, LLC's ability to properly market the dried biosolids product was hindered due to the inconsistent and unknown supply.

WHEREAS: The City further recognizes that Sure Gro, LLC has been very cooperative during the past year and has accommodated all the special hauling requests by the City during the optimization and testing periods.

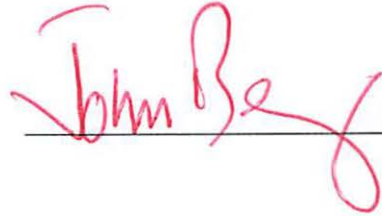
*Pub works
Approve*

WHEREAS: The City recommends approving Sure Gro, LLC's request to defer payment for the dried biosolids by one year to Year 3 as summarized below.

WHEREAS: The City anticipates a more consistent supply of the dried biosolids during Year 2 of the contract.

Years 1 and 2: No cost to either party

Year 3: Sure Gro, LLC reimburse the City at a rate of \$10.00 per ton



A handwritten signature in red ink, appearing to read "John Bej", is written over a horizontal line.

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

Articles of Agreement,

Made this 12th day of February

2015

by Sure Grow LLC

hereinafter called "Contractor,"

and

and

hereinafter called "Sureties", and the City of Sheboygan, hereinafter called, "City", Witnesseth:

WHEREAS, Contractor has made a proposal in writing to the Dept. of Public Works of the City, specifically the Regional Wastewater Treatment Facility, hereinafter called "Department", to do the work hereinafter mentioned for the City, for the price and within the time hereinafter mentioned, and according to the plans and specifications therefore on file in the office of the Department, and the Department has awarded the work to him according to law,

Now, therefore, the Contractor, for and in consideration of the payment hereinafter provided, covenants and agrees to and with the City that he will well and truly execute and perform the work, under the superintendence of the Department, for the said price, and within the said time, and according to the said Plans and Specifications, that is to say:

To furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to Transport and properly store all of the Class A Dried Biosolids produced over the following three year period with the exception of those retained by the City of Sheboygan for its own usage as per the guidelines set forth in the City of Sheboygan's Request For Proposals for same, included herein and made part of this agreement and as stipulated in the Contractor's Proposal also included herein for reference.

In accordance with the Request For Proposals and Contractor's response to same the following shall govern the relationship to wit:

Both parties do hereby agree that the Contractor will be requested to remove from City premises in a mutually agreeable time period such product as has been produced to date but is awaiting final classification by the Wisconsin DNR. The Contractor further agrees to properly store and segregate this product until such time as final classification by WDNR has been received. If product is determined to meet Class A Specifications,

The City of Sheboygan shall not be charged for the removal and disposition of the products. Instead, the Contractor agrees to reimburse the City for the product as follows:

Year 1: Contractor shall remove from the City's premises all Dried Biosolids having a designation of "Class A", less any product retained by the City for its own use at no cost to either party.

Year 2: Contractor shall remove from the City's premises all Dried Biosolids having a designation of "Class A", less any product retained by the City for its own use, and reimburse the City at a rate of \$10.00 per ton.

Year 3: Contractor shall remove from the City's premises as Dried BioSolids having a designation of "Class A" less any product retained by the City for its own use, and reimburse the City at a rate of \$10.00 per ton.

Contractor shall during the term of this contract (and any renewal hereof) have the exclusive right to remove product not retained by the City for its own use.

And the Contractor further covenants and agrees to and with the City, that he will complete the work in manner and form aforesaid, on or before ongoing day of ongoing, A.D.,

And it is hereby agreed between the parties hereto, that the Department shall have the right and power, and the same is hereby reserved to the Department, to adjust and determine, finally, all questions:

FIRST. As to the proper performance of these presents and the doing of the work by the Contractor, and in case of the improper or imperfect performance thereof, to suspend the Work at any time or to order the entire reconstruction of the same, if improperly done, or to re-let the same to some other competent party; and in case the work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited by these presents to suspend the work and re-let the same to some other competent party, or employ men and secure materials for the completion of the same, and charge the cost thereof to the Contractor and

SECONDLY. As to the amount earned under these presents by the Contractor according to the true intent and meaning thereof. It is hereby agreed that the work to be performed under this agreement shall be performed at no cost to the City of Sheboygan, and that all costs incurred by the Contractor shall be the sole responsibility of the Contractor and are assumed to be offset by the anticipated commercial value of the product.

And it is further agreed that any and every such adjustment and determination by the Department shall be final and conclusive between the parties to these presents, and binding upon them, and that it, upon any such adjustment or determination by the Department, the damages to be paid to the City according thereto should exceed the amount due from the City to the Contractor according thereto, then and in that case the Contractor and Sureties hereby jointly and severally covenant and agree to pay the same to the City on demand.

And the City in consideration of the covenants of the Contractor and Sureties, herein contained, hereby covenants and agrees, that upon the completion of said work by the Contractor, pursuant to the terms of this contract and according to the plans and specifications of said work on file in the office of the Department, and the true intent and meaning of this contract, the City will afford the Contractor first opportunity to renew the agreement, providing that the terms of said renewal are agreeable and satisfactory to both parties.

And it is hereby agreed that the Contractor shall not assign this contract, or any interest therein, nor sublet the said work, or any part thereof, without the consent in writing of the Department, first endorsed hereon; and that if the Contractor shall so assign or sublet, without such consent then the Department shall have the right in their discretion to rescind this contract and to declare the same null and void, or to re-let the said work to some other competent party; thereupon adjusting and determining the damages to the City arising thereby; and the Contractor shall be liable to the City for such damages as the Department shall so adjust and determine, which adjustment and determination hereof shall be final and conclusive on the parties thereto.

And the said Sureties, in consideration of the letting of this Contract to the Contractor, hereby guarantee and covenant and agree to and with the City, that the Contractor shall and will well and truly execute and perform this contract on his part, under the superintendence and to the satisfaction of said Department, and that they, the Sureties, will well and truly pay on demand to the City any and all damage and damages, and sums of money, which the Contractor shall be liable to pay to the City under this Contract or any clause or agreement therein.

AA-1

And the Contractor, and Sureties, in consideration of the premises, further covenant and agree, that they will well and truly save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses, including the claims of sub-contractors, laborers, and materialmen, which may in anywise come against said City in consequence of the granting of this contract to the Contractor, or which may in any wise result from the carelessness or neglect of the Contractor, or his agent, employees or workmen in any respect whatever, and that in case the Contractor shall fail to fully and completely perform his contract within the time herein limited for the performance thereof, he and they shall and will pay to the City as liquidated damages for such default the sum of:

Not Applicable

Payment to be made out of and to be drawn on the following account number(s):

Not Applicable

to be issued to the Contractor by order of the Common Council of the City, upon the certificate of said Department.
"Contractor" as used in the contract, may mean "Contractors"; "Sureties" may mean "Surety". This contract shall bind the parties, their heirs, executors, administrators and successors, as the case may be.

And it is hereby agreed and declared. That this contract is made expressly subject to the powers given to said Department by Chapter 62 of the Wisconsin Statutes.

IN WITNESS WHEREOF, the Contractor and Sureties have hereto set their hands and seals, and the City has caused these presents to be Subscribed by the said Department and countersigned by its comptroller, the day and the year first above written.

"Provision has been made to pay the liability that will accrue under this contract."

Tina Koen MEMBER
Contractor

February 16, 2015
Date

Contractor
Sure-Grow LLC
Mr. Tim Kohlmann

City of Sheboygan, by:
Michael Vandersteen 2/18/15
Michael Vandersteen Mayor Date

Susan Richards 2/18/15
Susan Richards City Clerk Date

STATE OF WISCONSIN } ss.
COUNTY OF SHEBOYGAN, }

Each of the undersigned swears that he is a resident of the City of Sheboygan, in said County, and a freeholder in the said city, and that he is worth the sum of _____ Dollars, over and above all his debts and liabilities, in property in said city liable to execution.

Subscribed and sworn to before me, this _____ day of _____

Notary Public, Sheboygan County, WI

Sure-Grow LLC
Kohlmann Enterprises LLC

and Sureties
with
THE CITY OF SHEBOYGAN

Contract for

Transportation and Disposal of Dried
Biosolids having a designation of Class A
By the Wisconsin Dept. Of Natural
Resources

AA-2

Examined and approved as to form and
Execution this _____ day of _____

Stephen McLean, City Attorney

Note: The Charter of Sheboygan requires Sureties having property in the City of Sheboygan to the amount for which they justify. If a Surety Company bond is given, the Company should sign this Contract as Surety, and should attach copy of license and resolution showing authority of person or persons signing for the Company.

VIII

R. C. No. _____ - 15 - 16. By PUBLIC WORKS. April 6, 2016.

Your Committee to whom was referred Res. No. 171-15-16 by Alderperson Belanger authorizing entering into engineering services agreement with Donohue & Associates, Sheboygan, for the Wastewater Treatment Facility Plan Project; 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

6.8

Res. No. 171 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into engineering services agreement with Donohue & Associates, Sheboygan, for the Wastewater Treatment Facility Plan Project.

RESOLVED: That the purpose of this project is to develop a Facilities Plan for the Sheboygan Regional Wastewater Treatment Facility. The Facilities Plan will provide the owner with a prioritized Capital Improvement Plan and, because of Wisconsin Department of Natural Resources (WDNR) approval of that Plan, allow the City to use the Clean Water Fund to finance all or some of the capital improvements. As an optional additional task, the City is considering updating its user rate structure.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to pay \$89,630 for engineering services from the contracted services account 60138300-521900.

*Public Works
approve.*

John Byg

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 PUBLIC WORKS. April 6, 2016.

Your Committee to whom was referred Res. No. 170-15-16 by Alderperson Belanger authorizing entering into engineering services agreement with Donohue & Associates, Sheboygan, for the High Strength Waste Receiving and Storage Design and Construction Related Services Project; 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

III

6.7

Res. No. 170 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into engineering services agreement with Donohue & Associates, Sheboygan, for the High Strength Waste Receiving and Storage Design and Construction Related Services Project.

RESOLVED: That the purpose of this project is to provide design, bidding, and construction-related services to implement the improvements identified as Action Item Number 1 in the recommended comprehensive High-Strength Waste and Digestion Improvements Report (Donohue--March 3, 2016).

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to pay \$71,220 for design and bidding assistance from the contracted services account 60138300-521900

BE IT FURTHER RESOLVED: If the City of Sheboygan elects to go to construction after the bids are received, then the City Officials are hereby authorized to pay \$41,505 for Engineering Services from 60138300-521900.

*Pat. Wtes.
approve.*

Jim Belanger

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. - 15 - 16. By FINANCE. April 6, 2016.

Your Committee to whom was referred Res. No. 168-15-16 by Alderperson Belanger approving the terms and conditions of the Development Agreement between Sheb Pro, LLC and the City of Sheboygan; 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

Other Matters

10.2

Res. No. 168 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION approving the terms and conditions of the Development Agreement between Sheb Pro, LLC and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Developers Agreement between Sheb Pro, LLC and the City of Sheboygan, 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.*

John Belanger

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. *Michael J. Vandeweyer*, Mayor

**DEVELOPMENT AGREEMENT
BETWEEN
SHEB PRO, LLC
AND CITY OF SHEBOYGAN**

THIS AGREEMENT made as of the ____ day of _____, 2016, by and between Sheb Pro, LLC, a Wisconsin limited liability company, with its principal offices located at 8102 Excelsior Drive, Madison, WI 53717 (hereinafter "Developer"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

Developer has proposed a new hotel development project, referred to as "Fairfield Inn and Suites Hotel," in the area east of South Taylor Drive, south of Washington Avenue and just north of the Union Pacific Railroad tracks in the City of Sheboygan.

Developer desires to have vehicular access to the development site for both northbound and southbound vehicles off of South Taylor Drive, and to have sanitary sewer service to the site. The City is willing to provide the South Taylor Drive access and extend sewer mains to service the site on certain terms and conditions.

It is in the mutual interest of all parties to proceed with this development project.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Sheb Pro, LLC and its permitted successors and assigns.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer herein for construction of a four-story Fairfield Inn with approximately 116 rooms, located on Lot 2 of Certified Survey Map recorded at the Sheboygan County Register of Deeds on November 11, 2007, as Document No. 1840281, Vol. 23, page 190, located in the City of Sheboygan, County of Sheboygan, Wisconsin (the "Project Site"), the total construction cost of which when completed is estimated to be approximately \$5,500,00.

"Property" means the following parcels of property that together total approximately 4.9 acres, Lots 1 and 2 of Certified Survey Map recorded in the office of the Sheboygan County Register of Deeds on November 11, 2007 as Document No. 1840281, Vol. 23, Page 190, located in the City of Sheboygan, County of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of development of the Project Site which is a 4.9 acre parcel of property in the area east of South Taylor Drive, south of Washington Avenue and just north of the Union Pacific Railroad tracks into a four-story Fairfield Inn with approximately 116 rooms, with associated parking and green space. The Project is to be constructed in accordance with plans approved or to be approved by the City, and generally as shown on the plan drawing attached as Exhibit "A."

ARTICLE III. UNDERTAKINGS OF THE DEVELOPER

3.1 Ownership of the Property. Prior to entering into this Agreement, Developer shall acquire ownership of the Property and provide the City evidence of title. City shall satisfy itself in its discretion that Developer has fee simple ownership of the Property.

3.2 Evidence of Equity Capital and Mortgage Financing. No later than sixty (60) days following the date of this Agreement, Developer shall submit to the City evidence reasonably satisfactory to the City justifying that the Developer has a relationship with a Lender through the financing of ten prior hotel projects and should the terms of the development be met, the Lender would consider financing the project.

3.3 Grant of Easements. Developer hereby agrees to grant the following easements within thirty (30) days of the date hereof:

(A) A twenty (20') foot wide permanent utility easement to the City in, under and across the westerly twenty (20') feet of the Property adjacent to South Taylor Drive for sanitary sewer main purposes. Said easement shall be in form substantially similar to Exhibit "B-1" attached hereto.

(B) A fifteen (15') foot wide permanent water utility easement to the City of Sheboygan Board of Water Commissioners in, under and across the northerly fifteen (15') feet of Lot 2 of CSM recorded in Volume 23, pp. 190-191 as Document No. 1840281 in the office of the Sheboygan County Register of Deeds, for the purpose of laying, patrolling, maintaining, cleaning, repairing and renewing water utility transmission main. Said easement shall be in form substantially similar to Exhibit "B-2" attached hereto.

(C) A parcel containing approximately 2,000 sq. ft. as a permanent easement to the City for the purpose of constructing, maintaining, repairing and replacing a community sign in a location on the Property acceptable to the City. Said easement shall be in form substantially similar to Exhibit "B-3" attached hereto.

Recognizing that mitigation of wetlands will be required and will require the approval of the DNR, the provisions of this Section 3.3 are hereby modified and amended and the parties agree that the location of all easements shall be subject to change to the extent required based on the results of the DNR requirements for wetland mitigation.

3.4 Conditions Precedent. Ownership by the Developer of the Property as provided in Section 3.1 hereof, submission of

evidence of equity capital and/or commitments for mortgage financing satisfactory to the City as provided in Section 3.2 hereof, and the grant to the City of the utility easement as provided in Section 3.3 hereof, are conditions precedent to the undertakings of the City set forth in Article V hereof.

3.5 Construction of the Project. Subject to Unavoidable Delays as defined in Article X, the Developer shall commence construction of the improvements set forth above within twenty-four (24) months after the execution of this Agreement, or upon the execution of a final mitigation agreement with the DNR, whichever is later, and substantially complete construction within twenty-four (24) additional months thereafter, or such other dates as the parties shall mutually agree.

3.6 Compliance with Codes, Plans and Specifications, Etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits. City agrees to act upon all permit applications and requests for approval submitted by the Developer and required for the Project in a reasonably prompt manner.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer is the owner of the Property and has the ability to obtain sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City based on reasonable need, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition. Subject to applicable law, the City agrees to use its best efforts to keep such financial information made available to it hereunder confidential; provided, however, the City may, to the extent it deems necessary, disclose such information in the exercise of its remedies hereunder.

(E) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

ARTICLE V. UNDERTAKINGS OF THE CITY

5.1 Sanitary Sewer Extension. Contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, and subject to Section VI.B., the City agrees as an inducement to Developer for development of the Project to extend sanitary sewer main from the south to service Developer's development on the Project Site, at no cost (whether by direct billing, special assessment, special charge, impact fee or otherwise) to the Developer for said sewer main extension other than its obligations hereunder. Said main shall be of a size adequate to service the intended use of a hotel on the Project Site and shall be located within the 20 foot easement adjacent to South Taylor Drive granted by Developer herein. Costs and fees for construction of lateral(s) and connection thereof to the sewer main shall be borne by Developer.

5.2 Median Cut. Contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, and subject to Section VI.B., the City agrees as an inducement to Developer for development of the Project to remove the portion of the median located in South Taylor Drive in front of the Property and install a left turn lane that allows traffic traveling south/southeast on South Taylor Drive direct access from South Taylor Drive to the Property, at no cost (whether by direct billing, special assessment, special charge, impact fee or otherwise) to the Developer for said construction other than its obligations hereunder. The direct access shall be located half on Lot 1 and half on Lot 2 of the Certified Survey Map recorded at the office of the Sheboygan County Register of Deeds on November 11, 2007 as Document No. 1840281, Volume 23, page 190.

5.3 Timing of Public Improvements. Subject to Unavoidable Delays as defined in Article X, and contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, the City shall commence construction of the public improvements set forth in this Article within six (6) months after commencement of construction of the Project by Developer, and substantially complete construction within eighteen (18) months of commencement of construction, or such other date as the parties shall mutually agree.

5.4 Utilities. The City represents and warrants that all City utilities (water, sanitary sewer and storm sewer) will be available at the lot line. The term "lot line" shall mean at or adjacent to the Project Site or within the portion of the South Taylor Drive right-of-way that abuts the Project Site. To the best of the City's knowledge, electric, gas, and telephone

utilities are currently available at the lot line. City is without knowledge as to whether cable for cable television is available at the lot line.

VI. DEVELOPER GUARANTEE TO CITY

A. Developer for itself, its successors and assigns, hereby guarantees to construct or provide for private construction of Improvements on the Project Site with a minimum investment of Five Million (\$5,000,000.00) Dollars ("Minimum Investment"), within 24 months after commencement of construction.

Investment includes all buildings and other Improvements on the Project Site and leasehold improvements. Investment shall not include the purchase price of the land, inventory, moveable equipment or personal property items.

Investment includes all costs and expenditures made or incurred from the date of this Agreement and on or before the completion date of construction of the Improvements on the Project Site as required by this Agreement, or such later date as the parties may hereafter agree. Developer shall provide the City a statement of its investment in the Project Site, computed in accordance with this section, no later than sixty (60) days after the completion date of construction of the Improvements on the Project Site as required by the Agreement, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

If the fair market value of the buildings and other Improvements on the Project Site, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than the Minimum Investment amount on January 1, 2019, or such later date as the parties may hereafter agree, then the Developer shall be deemed to have satisfied its obligation with respect to Minimum Investment.

B. In the event Developer's Investment, as provided herein, falls short of the required Minimum Investment, Developer agrees that it shall pay the City that percentage of the City's costs for the Public Improvements equal to the percentage by which Developer's Investment falls short of its required Minimum Investment. Any such required guarantee payment shall be due and payable to the City within thirty (30) days of City's invoice for said amount.

**ARTICLE VII. CONDITIONS TO THE
UNDERTAKINGS OF THE CITY**

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) Developer shall have satisfied all Conditions Precedent set forth in Article III hereof.

(B) The Project shall be completed within the timeframe of approved schedule of construction, except to the extent failure to complete within such timeframe is due to Unavoidable Delay.

(C) Developer shall satisfy its Minimum Investment guaranty as set forth in Article VI.

(D) All representations and warranties of Developer set forth in Article IV and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(E) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(F) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. INDEMNIFICATION OF THE CITY

8.1 The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the Developer's performance of the construction of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation, any willful misconduct, or negligent acts of the Indemnified Parties, the Developer will protect and defend

the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations, guarantees or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed as promptly as possible under the circumstances, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed as promptly as possible under the circumstances, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend its performance under this Agreement from the time any notice of an Event of Default is given until it receives assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any covenant, condition, obligation, guarantee or agreement of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City or the Developer in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any covenant,

condition, obligation, guarantee or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent ("Unavoidable Delay"), and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plans, or any part thereof, or to impose any limitations, restrictions and requirements on the development,

construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 Right to Cancel. Notwithstanding anything in this agreement to the contrary, Developer shall have the right to declare this Agreement null and void if after the completion of the wetland mitigation process with DNR, the DNR has not approved mitigation which allows for at least one (1) hotel of the size and type contemplated herein to be constructed on the subject site.

11.5 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Except with the prior written consent of the City, Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081
Attn: City Clerk

with a copy to: City Attorney
City of Sheboygan, Wisconsin
828 Center Ave., Suite 304
Sheboygan, WI 53081

To the Developer: Todd Winkler, Secretary
8102 Excelsior Drive
Madison, WI 53717

With a copy to: Joel H. Fenchel, Esq.
Fischel & Kahn, Ltd.

155 N. Wacker Drive
Suite 1950
Chicago, IL 60606

11.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Susan Richards, City Clerk

SHEB PRO, LLC

BY: _____
William P. Zanetis, President

ATTEST: _____
Todd Winkler, Secretary

This document authorized by and in accordance with Res. No. _____
-15 - 16.

EXHIBIT "A"

PLAN DRAWING

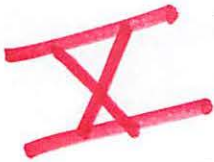
III

R. O. No. - 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.

Consent

City Plan Commission



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 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 + 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 Plan

M. Eugene Donohue

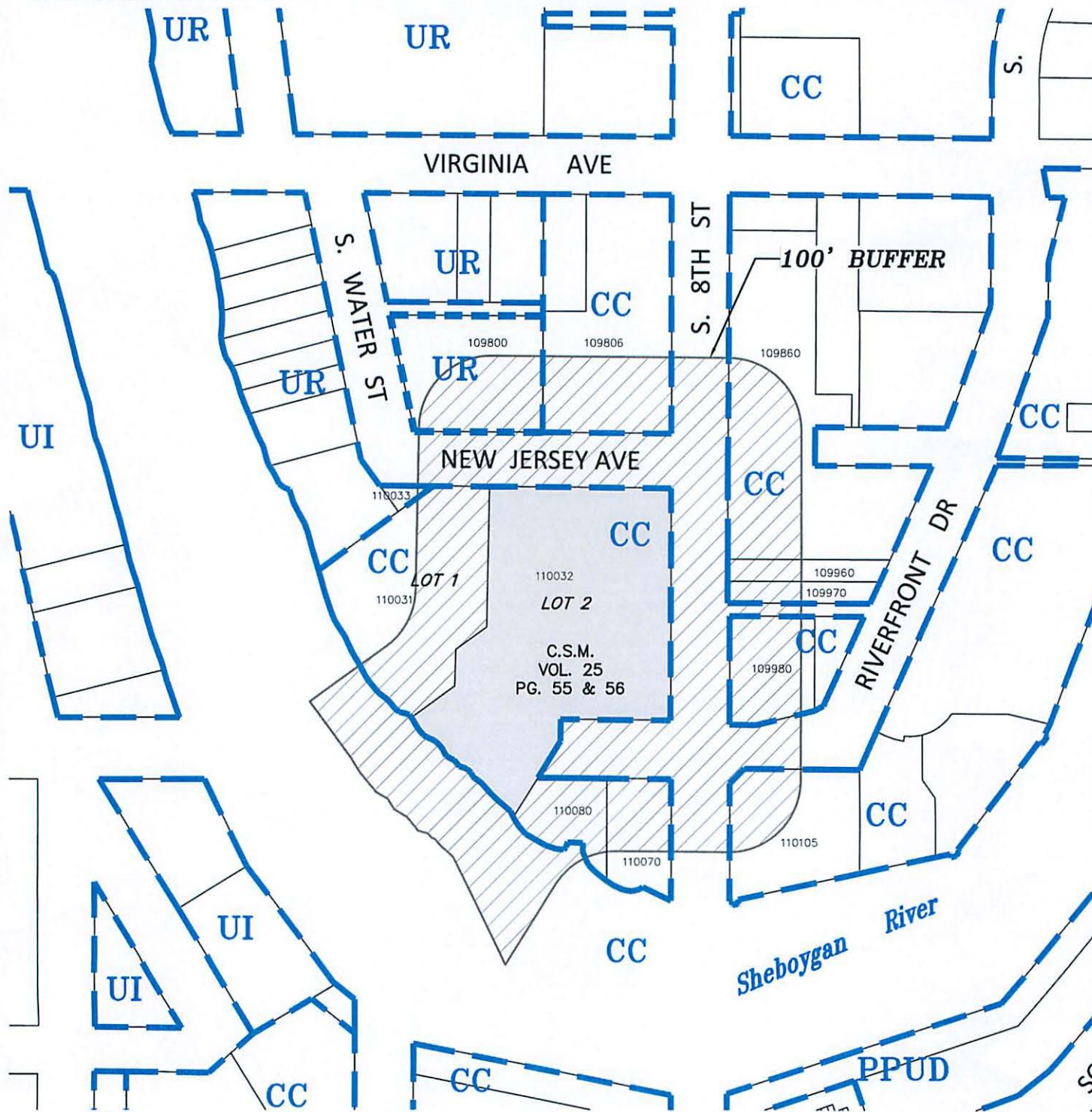
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

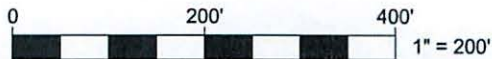
Approved _____ 20____. _____, Mayor

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



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

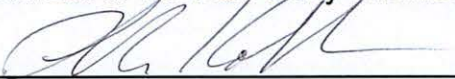
maintenance, sailing education, and a community center. Proposed land use conforms to the Master Plan as Transitional Waterfront.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

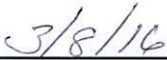
The proposed amendment is intrinsically consistent with recommendations of the City of Sheboygan Comprehensive Plan.

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



DATE



PRINT ABOVE NAME

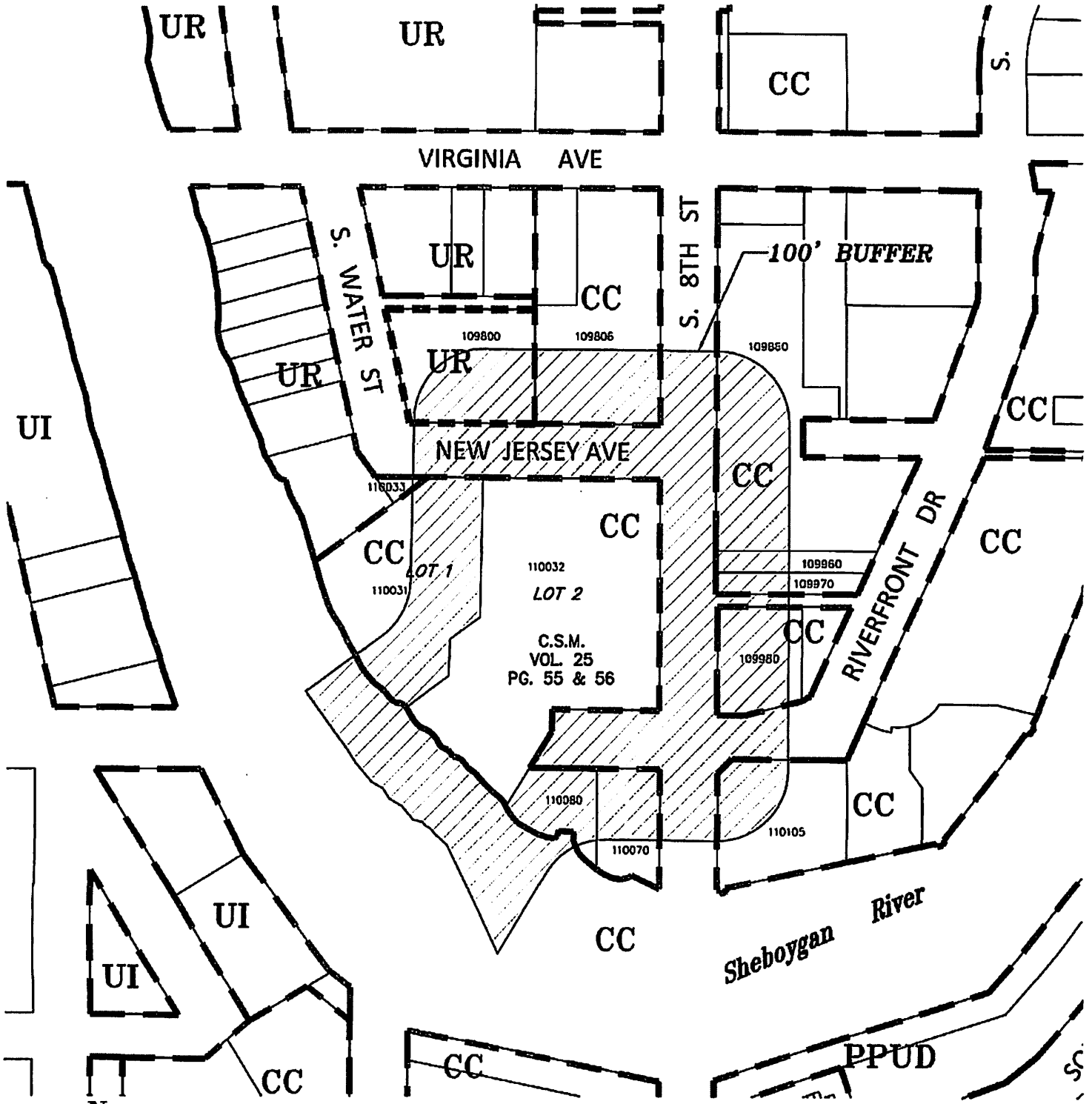
APPLICATION SUBMITTAL REQUIREMENTS

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 ±



SAILING EDUCATION ASSOCIATION
OF SHEBOYGAN




Sailing Education Association of Sheboygan (SEAS) Boat Works

8 March 2016

Project Schedule

Page 1 of 1

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 use 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.

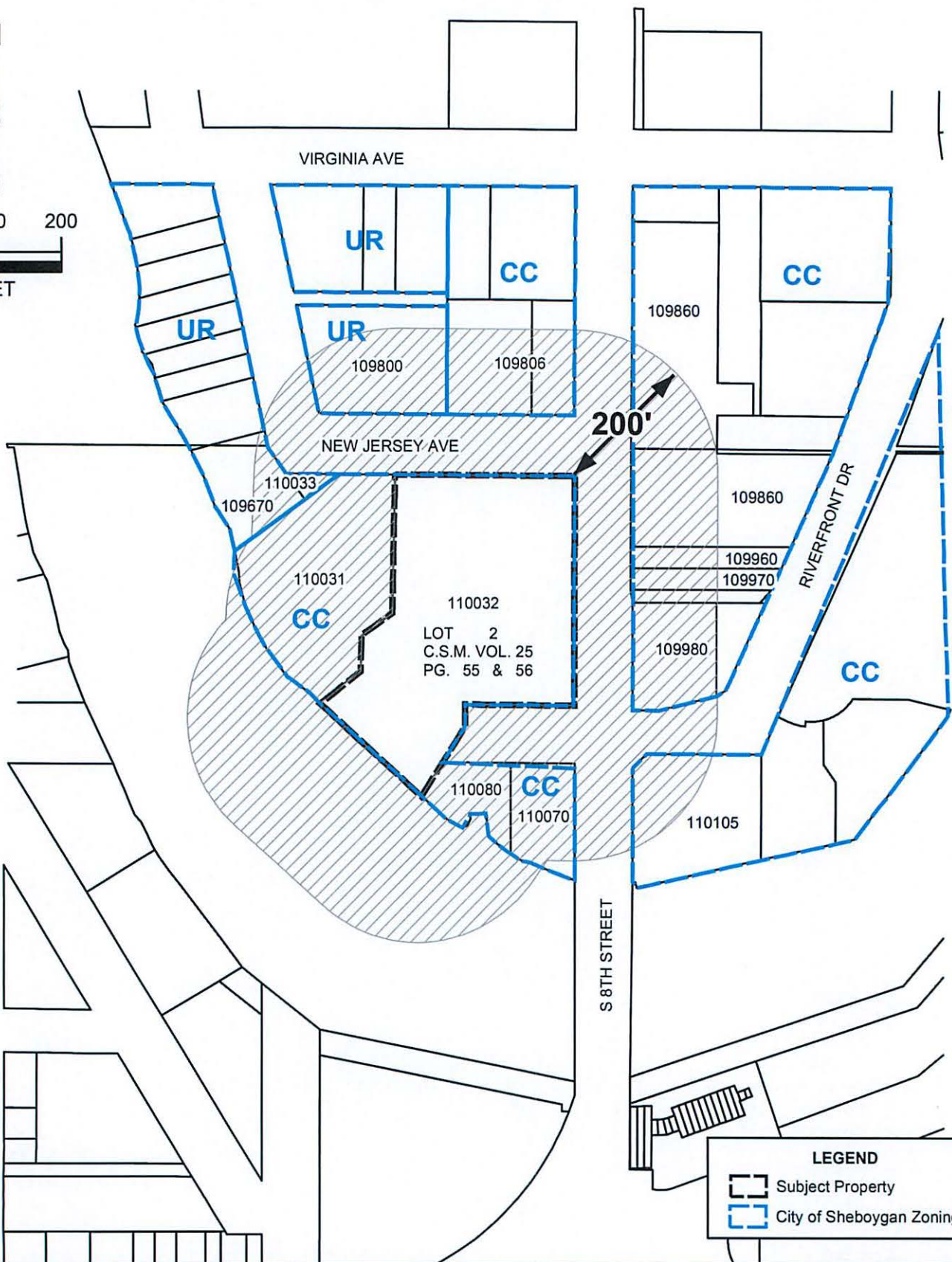
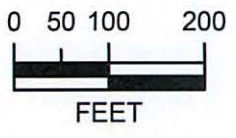
NOTE: Recorded Descriptions are available online at: [Tapestry - Public Information on the Internet](#)

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



LEGEND

-  Subject Property
-  City of Sheboygan Zoning

**PROPOSED ZONING CHANGE
FROM CC TO SEAS PUD**

824 South 8th Street
Sheboygan, Wisconsin

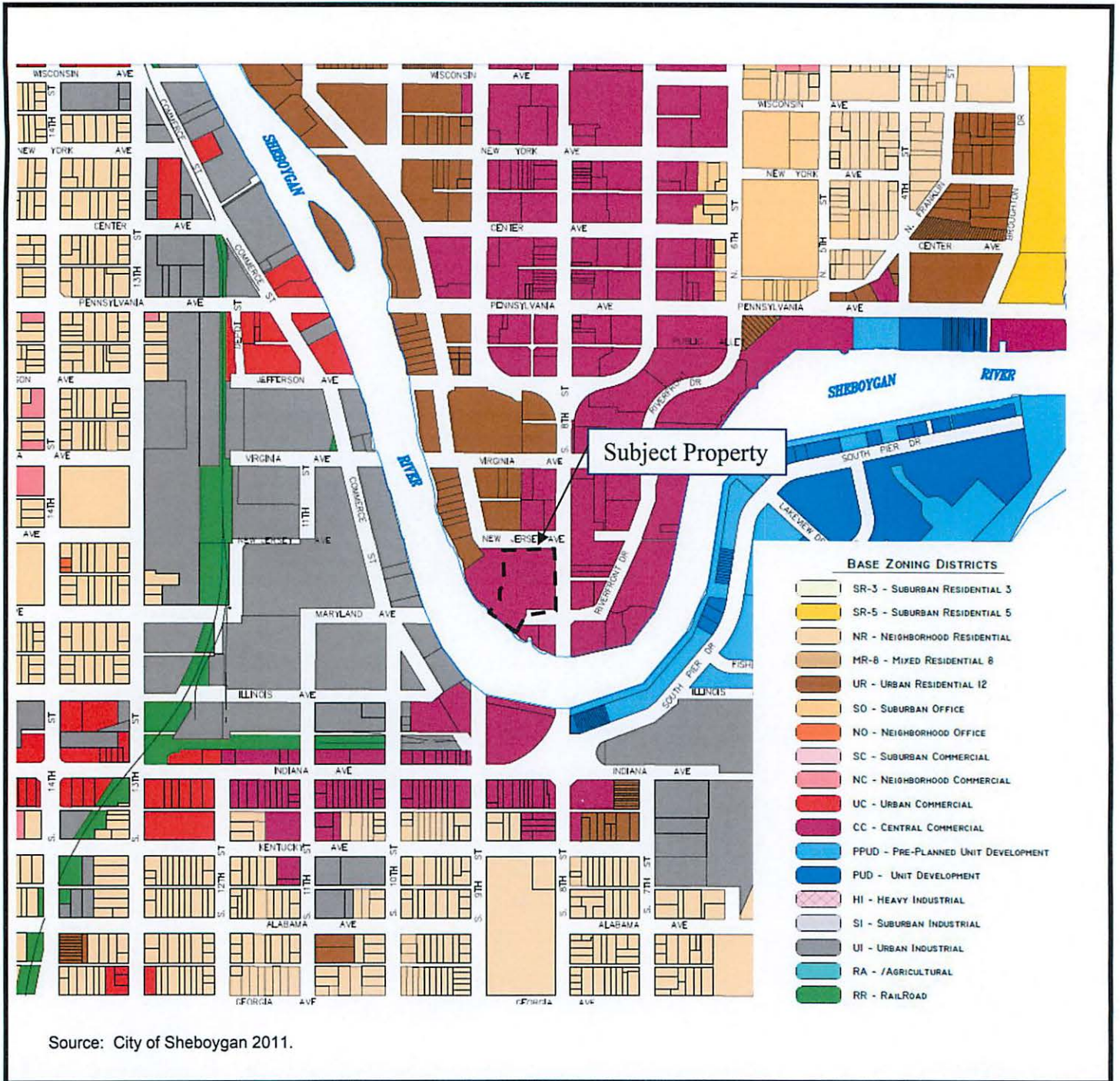
MILLER
ENGINEERS
SCIENTISTS

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 8 th Street, Sheboygan Wisconsin



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 ↓																
RA 35	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 ↓
																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							(3) Single-Family Detached 15,000 sf lot
			P	P	P	P	P		P							(4) Single-Family Detached 10,000 sf lot
				P	P	P	P		P							(5) Single-Family Detached 6,000 sf lot
					C	C	C		C							(6) Single-Family Detached 4,500 sf lot
					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				(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	C	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+)

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SO Suburban Office
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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			(a) Office
								P	P	P	P	P	C					(b) Personal or Professional Service
								C	C	P	P	P	C					(c) Indoor Sales or Service
											C	C						(d) Outdoor Display
										P	P	P	P	P	P			(e) Indoor Maintenance Service
																	C	(f) Outdoor Maintenance Service
								C	C	C	C	C						(g) In-Vehicle Sales or Service
								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				(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)(L))
											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)(L))
				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)(L))
														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 ↓

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 ↓
																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 Incident 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
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SR-5 Suburban Residential-5

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SO Suburban Office
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UC Urban Commercial

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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 ↓															↓ TYPE OF LAND USE ↓				
RA-35abc	ER-1	SR-3	SR-5	NR-6	MR-8	UR-12	NO	SO	NC	SC	UC	CC	SI	UI	HI				
																	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 *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

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
¹Standard 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 EDUCATION ASSOC OF SHEB INC

Memo: ZONING AMEND

Method of Payment: \$200.00 Check No. 1005

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

III

R. O. No. _____ - 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.

France

DIR. OF PLANNING & DEV

II

R. O. No. _____ - 15 - 16. By CHIEF OF POLICE. April 6, 2016.

Submitting the Sheboygan Police Department's Annual Report for 2015.

PP45.

Christopher Domagalski

SPD ANNUAL

REPORT 2015

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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



Sheboygan
Police Department

VALUES

PROFESSIONALISM

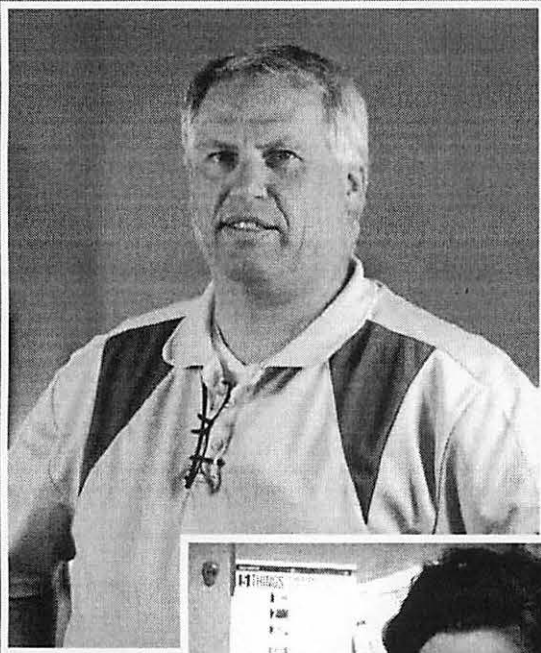
ACCOUNTABILITY

LEADERSHIP

COMPETENCE

TEAMWORK

INTEGRITY





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

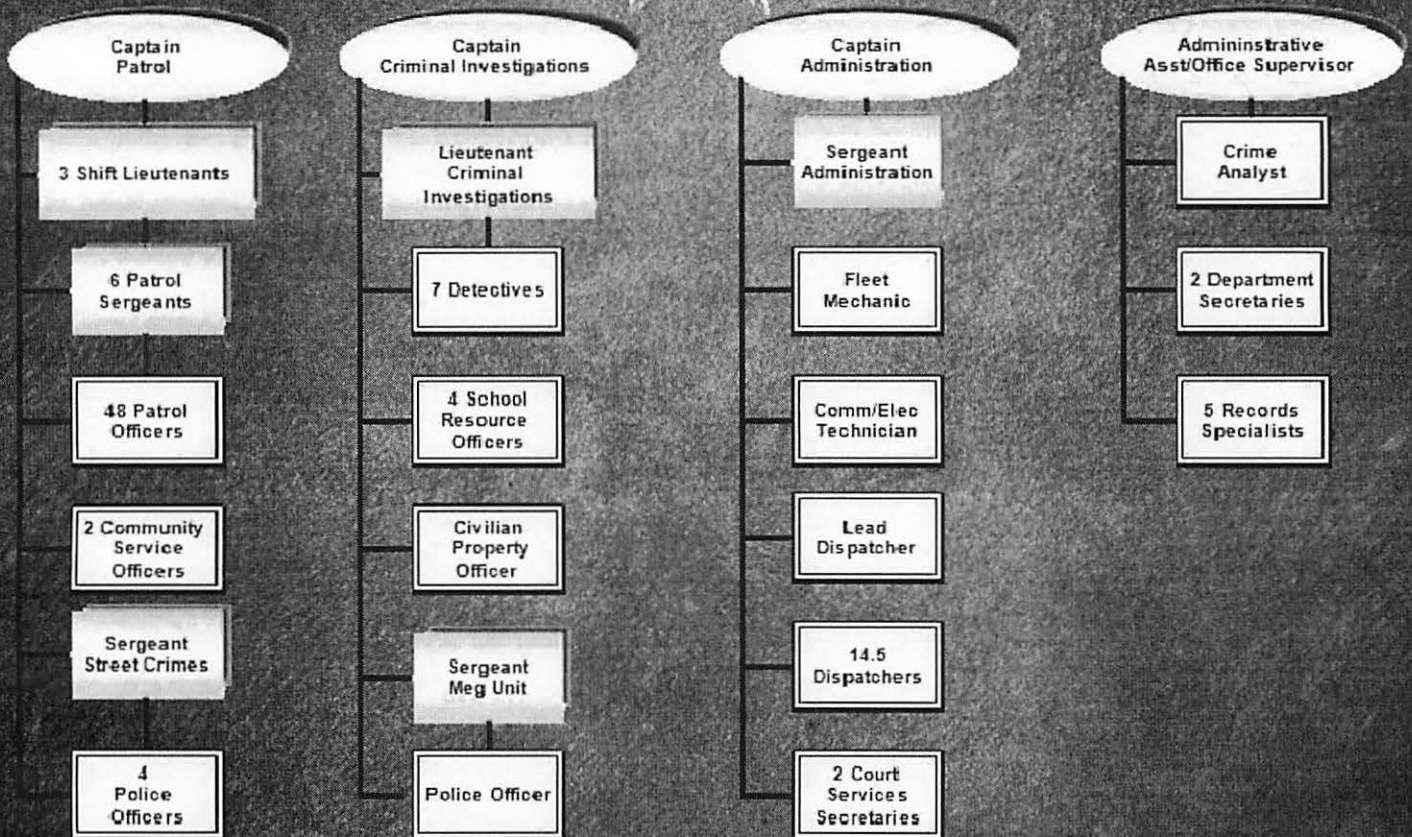


City of
Sheboygan
spirit on the lake.

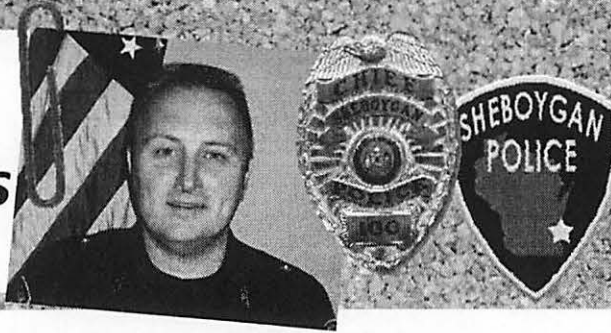
District	Wards	Alderperson	Address	Phone
1	1-3	Todd Wolf	523 Columbus Ave.	226-1698
		John Belanger	2622 N. 3rd St.	946-2738
2	4-9	Roman Draughon	1702 Alexander Ct.	698-0429
		Jodi Vander Weele	2110 Martin Ave.	980-5400
3	10-12	Darryl Carlson	917 Bluff Ave.	452-3196
		Mike Damrow	1955 N. 4th Str.	918-2115
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 are 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.

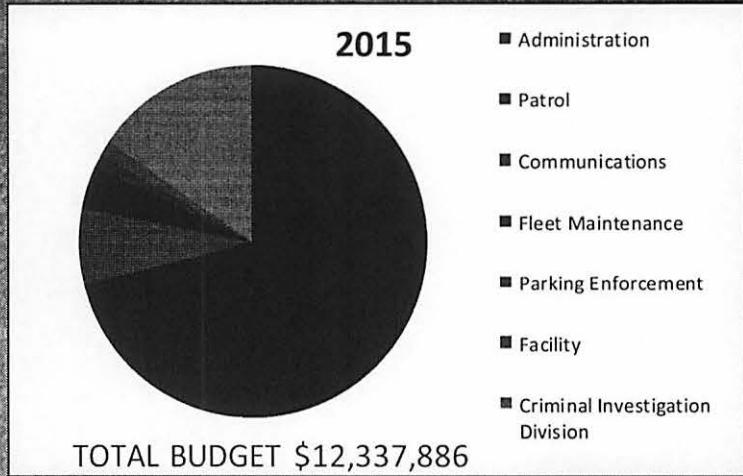
During 2015 we continued to work with our partners in both the public and private sectors to work towards solutions to the problems we encounter most including: mental health, substance abuse, domestic violence and sexual assault. It takes active, involved community members collaborating with the police 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



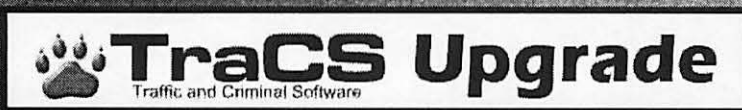
After 26 years of service, Telecommunicator Shirley Jurss retired from the Sheboygan Police Department on June 28th, 2015. Sergeant Brad Riddiough retired from the Sheboygan Police Department on December 2nd, 2015, serving over 19 years.

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.

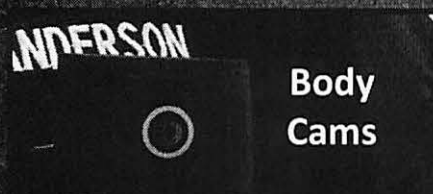


In 2011 the Sheboygan Police Department converted from paper to electronic citations and crash reports. The WI DOT produced a major overhaul of the electronic citation software, calling it TraCS 10, and the Police Department will be upgrading to the new program in 2016. The upgraded program has improved 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.



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.

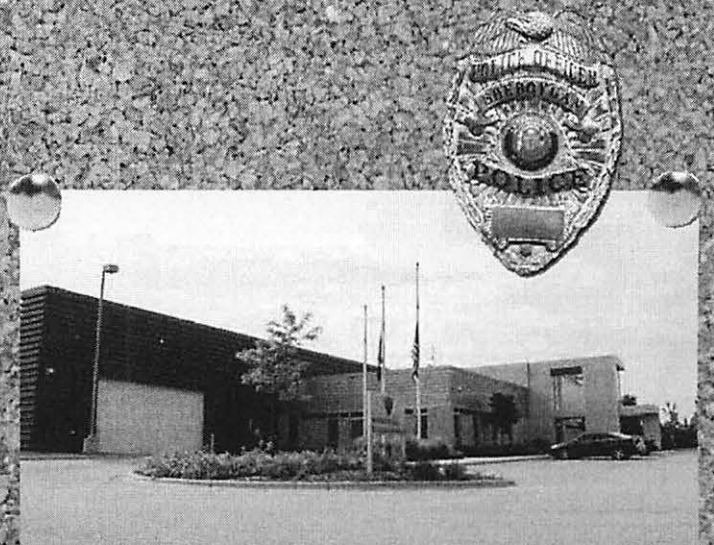


Hiring

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 Brassler



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 against 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.

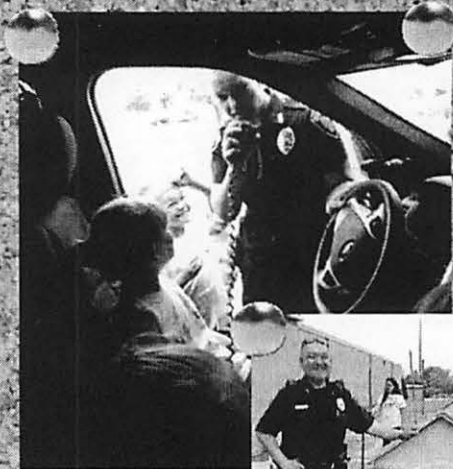
The Criminal Investigation Division strives to cultivate relationships within the retail and business community by working closely with a retailers group to target retail theft, fraud, and identity theft by exchanging information, strategies, and intelligence. CID provides additional community outreach 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 Yeaser

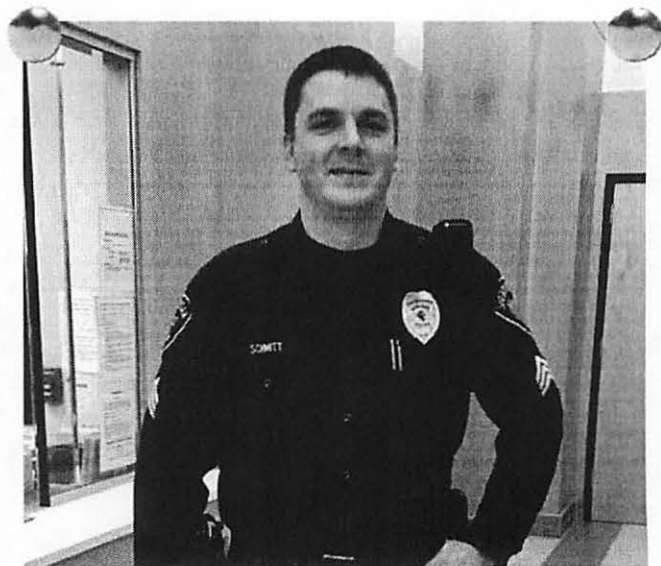


The Patrol Division is the most visible element of the Sheboygan Police Department and currently consists of 50 patrol officers and 11 supervisors. Being visible, whether it is an officer patrolling in their vehicle or being seen in uniform is one of the main goals of the police department and typically 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:

From left to right: Lt. Michael Williams, Sgt. David Anderson, Sgt. Bradford Riddiough, Sgt. Terry Meyer, Lt. Scott Mittelstadt, Cpt. Kurt Brassler, 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 Huijbregtse 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.

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".

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 filled in the near future.

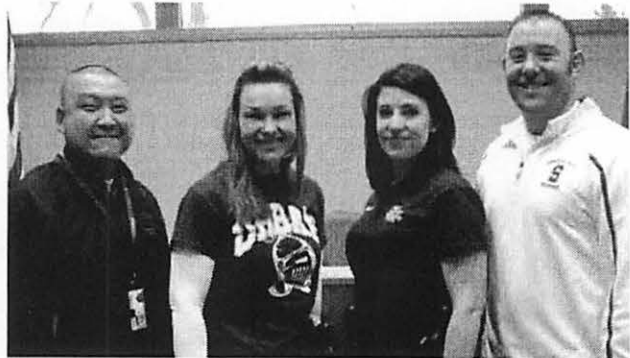


School Resource Officers

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 Kunding

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

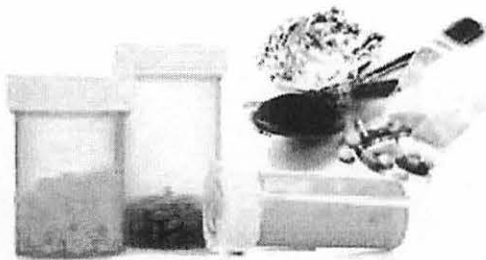
Robbery	15	14	-1
Agg. Assault	90	124	34
Burglary	150	128	-22
Theft	1000	991	-9
Accidents	1550	1698	148



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.

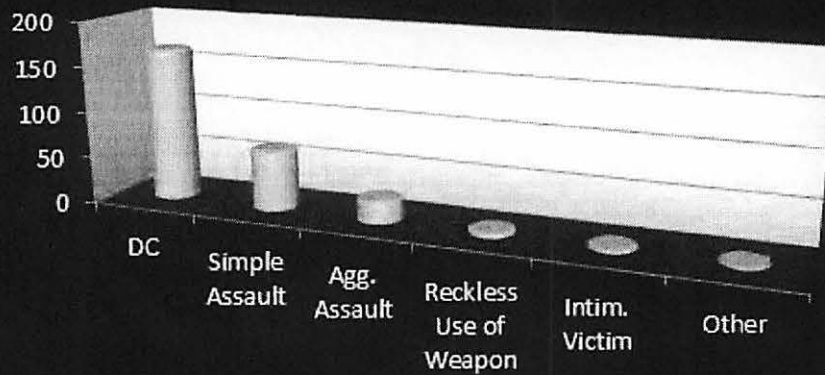
Domestic Incidents



- ◆ In 2015, we had a reported 495 domestic disturbance incidents.
- ◆ Of these incidents, 241 arrests were made. (49%)

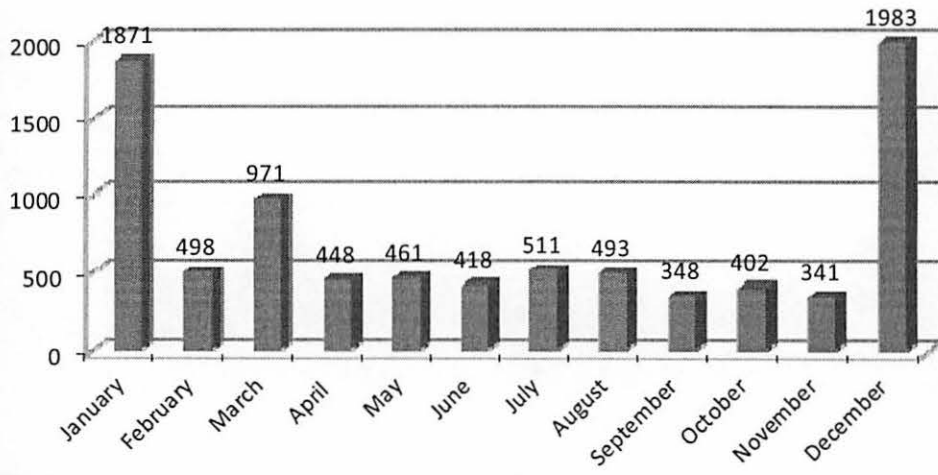
A domestic abuse incident means the parties involved in the incident are an adult person against his or her spouse, or former spouse, against an adult with whom the person resides or formerly resided or against an adult with whom the person has a child in common. (WI § 968.075)

Domestic Violence Arrests



	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%



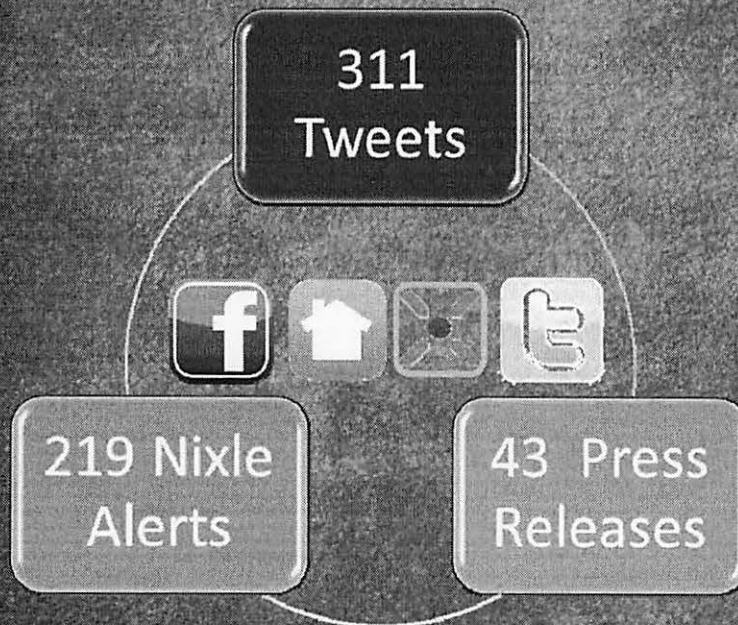
SEARCH WARRANTS

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.



Check out the
SPD
Interactive
Crime Map



RAIDSONLINE
REGIONAL ANALYSIS & INFORMATION DATA SHARING

Available on the SPD website and iPhone or Android apps

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 programming that radio system. This involves new computers, new radio consoles, 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 console.

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

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



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.

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.





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	Community policing tasks	21.50
Court services - clerical	309.50	Retail theft data collection	13.25
Prescription drug sort	239.25	Evidence project	13.25
Municipal Court - clerical	165.00	Tours	10.25
Neighborhoods, community groups	99.50	Other various tasks	54.00
Records - clerical	62.75	Coordinator	<u>155.00</u>
After hours contact project	52.50	Total Volunteer Hours in 2015	1,840.50
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		

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.

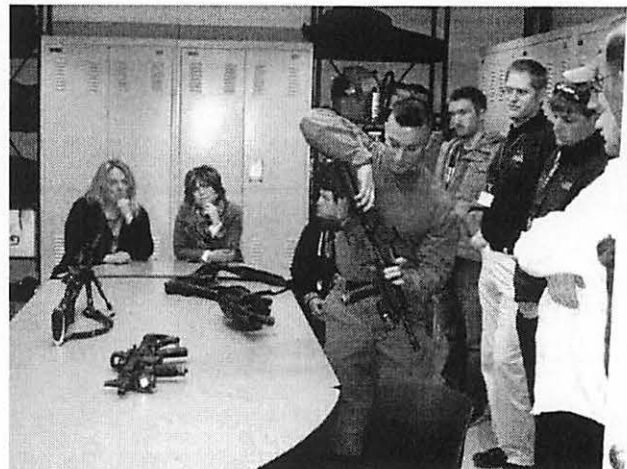


The participants of the 2015 Citizens Academy learned of the selection, hiring, and training of Sheboygan's police officers. They looked into the role and responsibilities of their police officers in carrying out the vision and values of the Sheboygan Police Department. The participants looked into the 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.



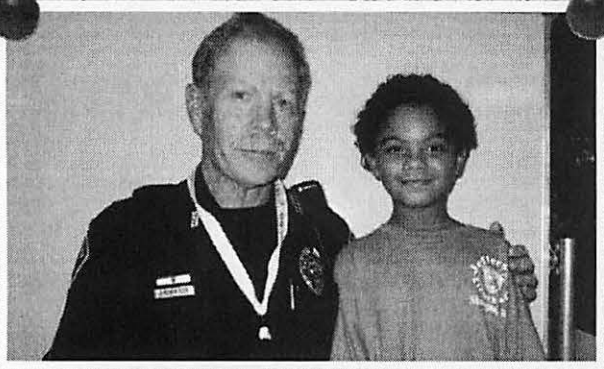
The topics that we covered included, impartial policing, neighborhood policing, mental health crisis, personal and community guardianship, responsible citizenship, domestic disturbances, criminal investigations, drug enforcement, traffic enforcement, OWI enforcement, use of force, Tasers and firearms. 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.

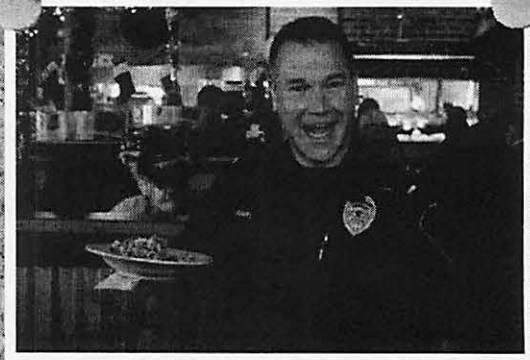


Tip A Cop

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!

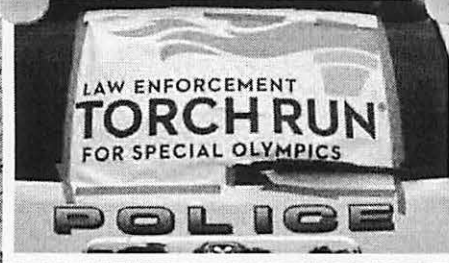
Texas Roadhouse Veterans Lunch

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

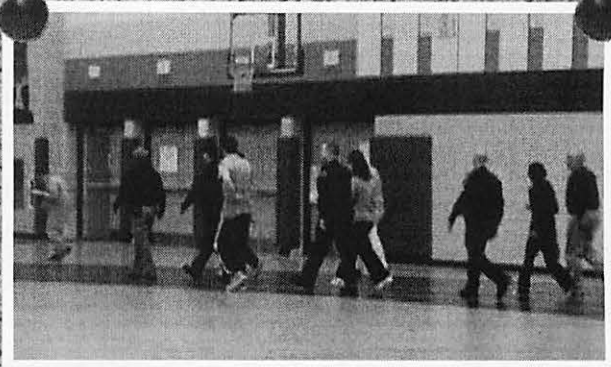
Sheboygan County and the City of Sheboygan were well represented during the 2015 Torch Run. 57 runners, cyclists, and other volunteers carried the torch through Sheboygan, Kohler, Sheboygan Falls, and Plymouth before making a stop in Kiel. The torch runners carried the torch from Kiel city hall to the 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 Kunding, 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.



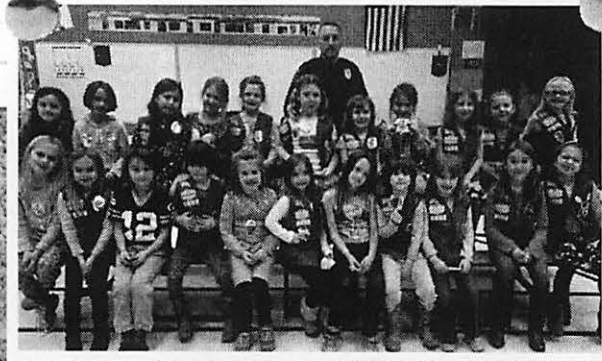
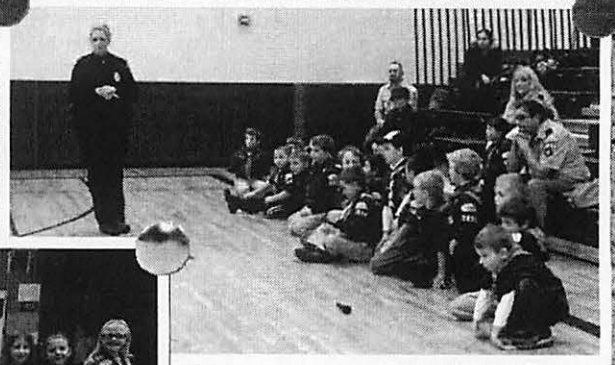
Neighborhood Crime Walks

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

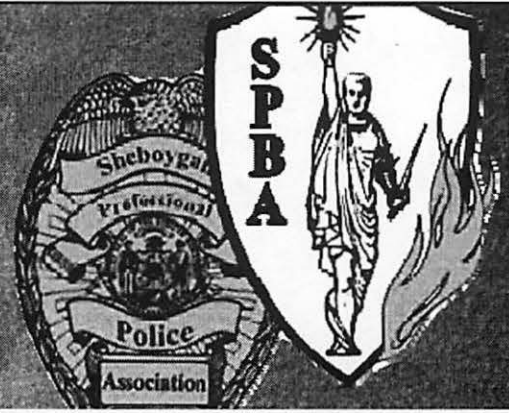
Throughout the year, officers schedule meetings with neighborhood associations to discuss and identify concerns and work to find solutions.



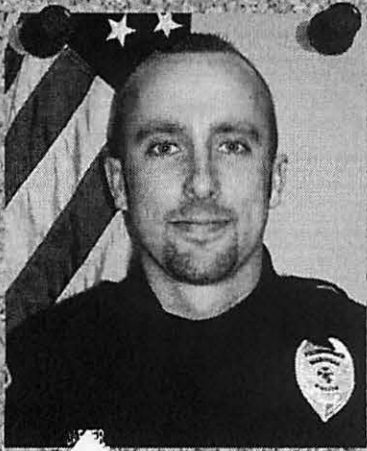
Shop with a Cop

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

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

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



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.



II

R. O. No. _____ - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting a communication from Travis Gandy requesting a waiver to the Sex Offender Residency restrictions in order to live at Super 8 Hotel, 3402 Wilgus Ave.

pp+5.

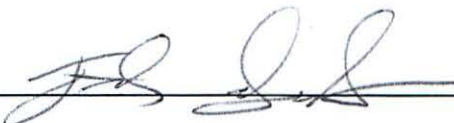
City Clerk

Date: ~~3-24-83~~ 3-24-16

My name is: Travis Gandy

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

Super 8 Hotel
3402 Wilgus Ave
Shuboygan, WI 53081

Signature: 

Phone Number: 920-889-2986

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 6, 2016.

Submitting a communication from the State of Wisconsin Department of Corrections requesting a waiver to the Sex Offender Residency restrictions on behalf of State inmate Bradley J. Curler in order for Mr. Curler to be placed at a Transitional Living Placement located at one of the following locations depending on availability: 930A Michigan Ave. or 1123/1125 N. 14th St.

pp+5

City Clerk

Scott Walker
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

**Division of Community
Corrections**

Probation & Parole
3422 Wilgus Avenue
Sheboygan, WI 53081

Telephone (920) 459-3097
Facsimile (920) 459-4386

March 23, 2016

MAR 24 '16 PM 3:38

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Bradley J. Curler in order for Mr. Curler to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

Jared Riemann
Probation/Parole Agent 70817
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-4545

II

R. O. No. - 15 - 16 . By CITY CLERK. April 6, 2016.

Submitting a communication from Jeff Markworth requesting a waiver from the Sex Offender Residency restrictions in order to live at 926 Indiana Ave., Apt. 2.

PP+S

City Clerk

Reissue for 1 address, was at meeting 3-22-16

MAR 21 '16 PM 4:19

Date: 3-16-16

My name is: Jeff Markworth

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

926 Indiana Avenue Apartment 2
Sheboygan WI 53081

Signature: Jeff Markworth

Phone Number: 920-254-3527

*attach to
his R.O.*

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

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

Thank you for all your cooperation in the matter.

III

R. O. No. _____ - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting a communication from Christopher Gable requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at either 1123/1125 N. 14th St. or 930A Michigan Ave. (depending on availability).

pp+s.

City Clerk

MAR 31 '16 AM 10:19

Date: 3/31/16

My name is: CHRISTOPHER GABLE

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

TLP 1123 N 14TH ST / 1125 N 14TH ST / 930 A
MICHIGAN AVE

(Depending on criminalability *Mr. Gable*)
Probation Agent
#71214

Signature: *Christopher Gable*

Phone Number: 920-254-3705

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.

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Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting a communication from Adam Borland requesting a waiver from the Sex Offender Residency restrictions in order to live at 531 Erie Ave.

PPS.

City Clerk

MAR 31 '16 PM 3:01

Date: 03-29-16

My name is: Adam Borland

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

531 ~~000~~ Erie Ave

Sheboygan WI

53081

Signature: 

Phone Number: 1-920-627-6351

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 6, 2016.

Submitting an email from Alderperson Bohren to City Attorney Adams regarding "Hot in Place Paving" legal options.

Pub. Wks.

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

III

Res. No. 15 - 16. By Alderpersons Donohue, Heidemann, Bohren and Kath. April 6, 2016.

A RESOLUTION making changes to the 2016 Compensation Program for Non-Represented Employees.

WHEREAS, Resolution No. 132-15-16 established and adopted the 2016 Compensation Program for Non-Represented Employees; and

WHEREAS, several City employees filed an action against the City in federal court in the matter of *Gilbertson, et al, vs. City of Sheboygan*, alleging that certain actions by the City related to salaries and compensation were improper; and

WHEREAS, while most of the value of the claim was dismissed by the judge, the court did find that the city's method of calculating overtime pay was incorrect with relation to the inclusion of certain merit-based bonuses; and

WHEREAS, the complicated nature of the calculations required to properly calculate overtime pay to employees makes it preferable and cost-beneficial to provide merit base pay increases rather than one-time merit bonuses to employees who have not reached the top of their paygrade; and

WHEREAS, it is in the best interest of both the city and its employees to make these changes immediately, and make them retroactive to January 1, 2016, the beginning date of the current Compensation Program for Non-Represented Employees.

NOW, THEREFORE, BE IT RESOLVED: That Resolution No. 132-15-16 establishing and adopting the 2016 Compensation Program for Non-Represented Employees is hereby amended to include the attached "MERIT/INCENTIVE AWARD GUIDELINE FOR NON-REPRESENTED EMPLOYEES 2016" as Exhibit 5 on page 22 of the Program, in place of the prior exhibit 5.

suspend
pass.

BE IT FURTHER RESOLVED: That the appropriate city officials draft or amend the necessary documents necessary to accomplish this goal.

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

MERIT / INCENTIVE AWARD GUIDELINE FOR NON-REPRESENTED EMPLOYEES 2016

The City of Sheboygan employees continue to provide quality services for the needs of this community. In an attempt to reward the employees for their service, the City offers employees a merit-based performance program, rewarding employees for successfully achieving or exceeding their performance requirements. Increases in pay are discretionary and based on the evaluation of one's supervisor, both for individual performance on a day-to-day basis, as well as in the accomplishment of goals or additional responsibilities. The following guide is to be utilized for the 2016 discretionary merit program:

Merit Award

Supervisors review employee's performance in the completion of day-to-day tasks throughout the year. This review is completely discretionary on the part of the supervisor, as is the amount of the award. Merit awards are generally added to an employee's base pay. However, if an employee is at or over the top of their pay scale the award is issued in the form of a lump sum**.

<u>Merit Award Rating</u>	<u>Increase Percent</u>
<u>Overall Performance</u>	<u>Range</u>
Unacceptable	0.00%
Below Minimum	0.00% - 1.00%
Successfully Achieved	1.00% - 1.25%
Exceeds	1.25% - 1.50%

* An increase to base compensation cannot exceed the pay range. If a portion of the increase brings the employee's pay to the top of the pay range, the additional merit amount would be issued in the form of a lump sum.

** Employees who receive a lumpsum are eligible for overtime compensation, if applicable, based on the amount issued. The dollar amount of the lump sum shall be divided by 2080 hours (or less if the employee is part-time) to arrive at an hourly rate of pay. That amount will then be applied to FLSA qualified overtime and issued to the employee in December of the year issued, or at the time in which the employee leaves employment mid-year.

Incentive Award

Supervisors and employees have the ability to earn additional compensation by either competing goals identified at the beginning of the year and/or being assigned additional duties and/or projects throughout the year. Employees with a salary below the top of the pay grade for their position shall have the increase applied to base wage. Employees at or over the top of their pay scale shall receive the incentive award as a lump sum. **

<u>Incentive Award</u>	<u>Increase Percent Range</u>
Unacceptable	0.00%
Below Minimum	0.00%
Successfully Achieved	0.00% - 0.25%
Exceeds	0.25% - 0.50%

To reach the "exceeds" performance level, employees must **overwhelmingly exceed expectations** in the majority of their performance competencies or goal achievement. Although the city budgeted for an overall 2.0% increase to payroll, **employees only qualify for the discretionary amount they earned (or didn't earn) based on individual job performance.**

III

Res. No. _____ - 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:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Police Department Contribution 10121100-467101	General Fund Police Department-Patrol Police Supplies 10121100-530210	\$2,000

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Advance to TID XVI 101-133426	TID XVI Land Improvements 42661100-611200	\$500,000

France

Establish estimated revenue and appropriation for damage fees received:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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

III

Res. No. _____ - 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.

Sub. Wis.

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.

PHASE	SUMMARY OF COSTS				
	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
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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 form liners
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]

III

Res. No. _____ - 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.

Sub W/15.

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



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 held 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.



Res. No. _____ - 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 Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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: _____



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: 608.288.2805 FAX: 608.273.1725 ADDRESS: trisha.stark@m3ins.com PRODUCER LICENSE NUMBER: APPLE-1													
	<table border="1"> <tr> <th>INSURER AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C: ADMIRAL INS CO</td> <td>24856</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER 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:
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INSURER E:														
INSURER F:														
INSURED Applied Ecological Services Inc 17921 West Smith Road Brodhead WI 53520-9355														

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.

INSURANCE LINE	TYPE OF INSURANCE	ANNUAL SUBS (INSR) (RVS)	POLICY NUMBER	INSURANCE PERIOD (MM/DD/YYYY)	INSURANCE PERIOD (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL0-0111561-01	3/1/2016	3/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGES TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAD0111558-01	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0		ADC0111682-01	3/1/2016	3/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WI) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC-0111573-01	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> WC STATE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000
C	Prof'l / Pollution Liab		PBI-ECC-13591-03	12/1/2015	12/1/2016	Each \$5,000,000 Deductible 20,000

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

CERTIFICATE HOLDER Sample * * *	CANCELLATION 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
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VIII

R. C. No. _____ - 15 - 16. By FINANCE. April 6, 2016.

Your Committee to whom was referred Res. No. 166-15-16 by Alderperson Hammond awarding the sale of \$3,400,000 General Obligation Promissory Notes, Series 2016A; 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

6.5

Res. No. 166 - 15 - 16. By Alderperson Hammond. March 21, 2016.

A RESOLUTION AWARDING THE SALE OF \$3,400,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A.

WHEREAS, pursuant to a resolution adopted on March 7, 2016 (the "Set Sale Resolution"), the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2016 Capital Improvement Plans, including the acquisition of motor vehicles, rolling stock, fire department equipment, sirens and controls, bridge and street improvements, city hall construction, assessment revaluation, and TID No. 16 project costs (collectively, the "Project");

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WFPF") take the steps necessary to sell general obligation promissory notes (the "Notes") to pay the cost of the Project;

WHEREAS, WFPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 6, 2016;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 6, 2016;

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

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

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

Finance H

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

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016A"; shall be issued in the aggregate principal amount of \$3,400,000; shall be dated April 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory

redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2024 for the payments due in the years 2016 through 2025 in the amounts set forth on the Schedule. The amount of tax levied in the year 2016 shall be the total amount of debt service due on the Notes in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2016.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on October 1, 2016 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2016A, dated April 20, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium

and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

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

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount,

series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

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

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

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

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

DRAFT

Section 20. Conflicting Resolutions; Severability; Effective Date.
All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

DRAFT

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 6th day of April, 2016.

Dated April _____, 2016. _____, City Clerk

Approved April _____, 2016. _____, Mayor

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on October 1, ____, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
GENERAL OBLIGATION PROMISSORY NOTE,
SERIES 2016A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ April 20, 2016 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS (\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$3,400,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2016 Capital Improvement Plans, including the acquisition of motor vehicles, rolling stock, fire department equipment, sirens and controls, bridge and street improvements, city hall construction, assessment revaluation, and TID No. 16 project costs, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 7, 2016 and April 6, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

By: _____
Susan Richards
City Clerk

(SEAL)

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

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

(Authorized Officer)

III

6.5

Res. No. 166 - 15 - 16. By Alderperson Hammond. April 6, 2016.

A RESOLUTION AWARDING THE SALE OF \$3,400,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A.

WHEREAS, pursuant to a resolution adopted on March 7, 2016 (the "Set Sale Resolution"), the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2016 Capital Improvement Plans, including the acquisition of motor vehicles, rolling stock, fire department equipment, sirens and controls, bridge and street improvements, city hall construction, assessment revaluation, and TID No. 16 project costs (collectively, the "Project");

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WFPF") take the steps necessary to sell general obligation promissory notes (the "Notes") to pay the cost of the Project;

WHEREAS, WFPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 6, 2016;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 6, 2016;

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

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

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

Finance

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

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016A"; shall be issued in the aggregate principal amount of \$3,400,000; shall be dated April 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2024 for the payments due in the years 2016 through 2025 in the amounts set forth on the Schedule. The amount of tax levied in the year 2016 shall be the total amount of debt service due on the Notes in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2016.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on October 1, 2016 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2016A, dated April 20, 2016" (the "Debt Service Fund Account") and such account shall be maintained

until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and

delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they

appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

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

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

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

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which

are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 6th day of April, 2016.

Dated April _____, 2016. _____, City Clerk

Approved April _____, 2016. _____, Mayor

EXHIBIT A

Official Notice of Sale

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

(See Attached)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
GENERAL OBLIGATION PROMISSORY NOTE,
SERIES 2016A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

October 1, _____ April 20, 2016 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS (\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$3,400,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2016 Capital Improvement Plans, including the acquisition of motor vehicles, rolling stock, fire department equipment, sirens and controls, bridge and street improvements, city hall construction, assessment revaluation, and TID No. 16 project costs, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 7, 2016 and April 6, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

sufficient to pay this Note, together with the interest thereon, when and as payable.

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

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

(Authorized Officer)

VIII

R. C. No. _____ - 15 - 16. By FINANCE. April 6, 2016.

Your Committee to whom was referred Res. No. 167-15-16 by Alderperson Hammond awarding the sale of \$7,550,000 Taxable General Obligation Promissory Notes, Series 2016B; recommends that the Resolution be passed.

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

III

6.6

Res. No. 167 - 15 - 16. By Alderperson Hammond. March 21, 2016.

A RESOLUTION AWARDING THE SALE OF \$7,550,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B.

WHEREAS, pursuant to a resolution adopted on March 7, 2016 (the "Set Sale Resolution"), the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including payment of development incentives (the "Project") and refunding the Taxable General Obligation Refunding Bonds, Series 2006D, dated July 1, 2006 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities, are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory notes on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell taxable general obligation promissory notes (the "Notes") to pay the costs of the Project and the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 6, 2016;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 6, 2016;

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

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

Finance H

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

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

Section 1B. Authorization and Award of the Notes. For the purpose of paying the costs of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$7,550,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2016B"; shall be issued in the aggregate principal amount of \$7,550,000; shall be dated April 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on October 1 and April 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the

principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2024 for the payments due in the years 2017 through 2025 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for

Taxable General Obligation Promissory Notes, Series 2016B, dated April 20, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

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

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

Section 8. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 15. Redemption of the Refunded Obligations. The Refunded Obligations due on October 1, 2017 and thereafter are hereby called for prior payment and redemption on October 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WFPF to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be

provided at the times, to the parties and in the manner set forth on the Notice.

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date.
All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of April, 2016.

Dated April ____, 2016. _____, City Clerk

Approved April ____, 2016. _____, Mayor

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on October 1, ____, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE,
SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ April 20, 2016 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS (\$ _____)

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

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

This Note is one of an issue of Notes aggregating the principal amount of \$7,550,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including payment of development incentives (the "Project") and refunding outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 7, 2016 and April 6, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

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

(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
\$8,575,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006D
DATED JULY 1, 2006

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

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2017	\$700,000	5.65%	8210224L1
10/01/2018	700,000	5.75	8210224M9
10/01/2019	700,000	5.80	8210224N7
10/01/2020	700,000	5.90	8210224P2
10/01/2021	700,000	5.95	8210224Q0
10/01/2022	700,000	6.00	8210224R8

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

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

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

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

III

6.6

Res. No. 167 - 15 - 16. By Alderperson Hammond. April 6, 2016.

A RESOLUTION AWARDING THE SALE OF \$7,525,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B.

WHEREAS, pursuant to a resolution adopted on March 7, 2016 (the "Set Sale Resolution"), the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including payment of development incentives (the "Project") and refunding the Taxable General Obligation Refunding Bonds, Series 2006D, dated July 1, 2006 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory notes on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WFPF") to take the steps necessary to sell taxable general obligation promissory notes (the "Notes") to pay the costs of the Project and the Refunding;

WHEREAS, WFPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 6, 2016;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 6, 2016;

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

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

Finance

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

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

Section 1B. Authorization and Award of the Notes. For the purpose of paying the costs of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$7,525,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal (as modified on the Bid Tabulation) is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2016B"; shall be issued in the aggregate principal amount of \$7,525,000; shall be dated April 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on October 1 and April 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2024 for the payments due in the years 2017 through 2025 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2016B, dated April 20, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such

other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

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

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

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate

the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the

City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 15. Redemption of the Refunded Obligations. The Refunded Obligations due on October 1, 2017 and thereafter are hereby called for prior payment and redemption on October 1, 2016 at a price of par plus accrued interest to the date of redemption.

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

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 6th day of April, 2016.

Dated April _____, 2016. _____, City Clerk

Approved April _____, 2016. _____, Mayor

EXHIBIT A

Official Notice of Sale

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

(See Attached)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE,
SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ April 20, 2016 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS (\$ _____)

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

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

This Note is one of an issue of Notes aggregating the principal amount of \$7,525,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including payment of development incentives (the "Project") and refunding outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 7, 2016 and April 6, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

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

(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
\$8,575,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006D
DATED JULY 1, 2006

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

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2017	\$700,000	5.65%	8210224L1
10/01/2018	700,000	5.75	8210224M9
10/01/2019	700,000	5.80	8210224N7
10/01/2020	700,000	5.90	8210224P2
10/01/2021	700,000	5.95	8210224Q0
10/01/2022	700,000	6.00	8210224R8

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

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

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

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

VI

R. C. No. _____ - 15 - 16. By FINANCE. April 6, 2016.

Your Committee to whom was referred R. O. No. 309-15-16 by the City Clerk submitting a communication from the Director of Government Property Disposal Division, regarding the Social Security Administration Trust Building at 606 N. 9th St., Sheboygan; recommends that the City file a letter of interest, without obligation, to acquire the property for negotiated sale.

2

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.2

R. O. No. 309- 15 - 16. By CITY CLERK. March 21, 2016.

Submitting a communication from Joseph O'Bradovic, Director of Government Property Disposal Division, regarding the Social Security Administration Trust Building at 606 N. 9th St., Sheboygan, Wisconsin.

Finance
City file a letter of
interest, without obligation,
to acquire the property
for negotiated sale

City Clerk



Answer

GSA New England Region

March 8, 2016

The Honorable Mike Vandersteen
Mayor, City of Sheboygan
Sheboygan City Hall
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

RE: Social Security Administration Trust Building
606 North Ninth Street, Sheboygan, Wisconsin
GSA Control Number: 1-G-WI-623

Dear Mayor Vandersteen:

The above referenced property has been determined to be surplus to the needs of the Government and is available for disposal.

Included in the enclosed notice is a description of the property and procedural instructions to be followed if any public agency desires to submit an application for the property. Please note particularly the name and address given for filing written notice if any public agency desires to submit such an application, the time limitation within which written notice must be filed, and the required content of such notice. Additional instructions are provided for the submission of comments regarding any incompatibility of the disposal with any public agency's development plans and programs.

In order to ensure that all interested parties are informed of the availability of this property, please post additional copies of the attached notice in appropriate places.

A notice of surplus determination is also being mailed to:

The Honorable Scott Walker
Governor, State of Wisconsin
Office of the Governor
115 East Capitol
Madison, WI 53702

The Honorable Roger L. TeStroete
Chair, Sheboygan County Board
Administration Building
508 New York Avenue, 3rd Floor, Rm 311
Sheboygan, WI 53081-4126

Should you require additional information or have any questions regarding this matter, please contact please contact Lisa A. Tangney, Realty Specialist, at (312) 886-9480, email Lisa.tangney@gsa.gov or mail to GSA, Property Disposal Division 1PZC, 230 South Dearborn Street, Room 3774, Chicago, IL 60604.

Sincerely,

JOSEPH C. O'BRADOVIC
Director, Property Disposal Division

Enclosure

U.S. General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

**UNITED STATES GENERAL SERVICES ADMINISTRATION
NOTICE OF DETERMINATION OF HOMELESS SUITABILITY
AND AVAILABILITY AND
NOTICE OF SURPLUS DETERMINATION FOR FEDERAL REAL
PROPERTY**

MARCH 8, 2016

**SOCIAL SECURITY ADMINISTRATION TRUST BUILDING
606 North Ninth Street, Sheboygan, Wisconsin 53081
GSA Control Number 1-G-WI-623
HUD Number: 542015400012**

Notice is hereby given that the subject property has been determined suitable and available by the Department of Housing and Urban Development (HUD) for homeless use. Since no further Federal requirement exists, the subject property has been made available for homeless use by the General Services Administration (GSA) and was published in the Federal Register on Friday, November 20, 2015; Volume 80, Number 224, Page 72731. The property is being screened for sixty (60) days from the date of this notice for expressions of interest from qualified homeless providers in accordance with the Stewart B. McKinney Homeless Assistance Act, as amended. **If no expressions of interest for homeless use are received within the specified timeframe, then the property will be considered for disposal as surplus property according to the regulations cited on the following page.**

The property consists of a 4,566 square feet single story brick exterior office building improved with paved parking on 0.6 acre.

Under Title V of the Stewart B. McKinney Homeless Assistance Act (McKinney Act)(42 U.S.C. 11411), as amended, public bodies and eligible nonprofit organizations concerned with providing assistance to the homeless may apply to acquire Government property determined suitable by HUD for homeless use. Also, States and their political subdivisions and instrumentalities, tax-supported institutions, and nonprofit institutions which have been held exempt from taxation under Section 501(c)(3) of the 1954 Internal Revenue Code may apply to acquire Government property determined suitable by HUD for homeless use under Section 203(k) of the Federal Property and Administrative Services Act of 1949, as amended. Interested parties will have 60 days from the above date to submit a written expression of interest and obtain necessary application forms from the Department of Health and Human Services (HHS). Public bodies and eligible nonprofit organizations wishing to apply for the property should contact:

Theresa Ritta
Chief, Real Property Branch
Division of Real Property
U.S. Department of Health and Human Services
5600 Fishers Lane, Room 5B-17, Parklawn Building
Rockville, Maryland 20857
(301) 443-6672
Theresa.ritta@psc.hhs.gov

GSA administers a program for the donation of Federal surplus personal property through a network of individual State Agencies for Surplus Property (SASP). A pamphlet describing the surplus property program will be included in the application package provided by HHS.

NOTICE OF SURPLUS DETERMINATION

Notice is hereby given that the property known as Social Security Administration Trust Building, 600 North Ninth Street, Sheboygan, Wisconsin 53081 has been determined to be surplus Government property and is available for disposal. This is an offsite removal action of the structures only – No land is being disposed of.

STATUTE	TYPE OF DISPOSAL
40 U.S.C. 545(b)(8)	Negotiated sale to public bodies for public purposes
40 U.S.C. 553	Law Enforcement
40 U.S.C. 553	Emergency Management Response, including Fire

Any public agency wishing to acquire the property for negotiated sale, in accordance with 40 U.S.C. 545(b)(8), should submit written notice thereof, before COB on April 11, 2016, to:

Lisa A. Tangney
Realty Specialist
General Services Administration
Chicago Operations Branch
Real Property Utilization & Disposal Division
230 South Dearborn Street
Room 3774, DPN 37-13
Chicago, Illinois 60604

Any public agency wishing to acquire the property for negotiated sale, in accordance with 40 U.S.C. 553, should submit written notice thereof, before COB on April 11, 2016, to:

Orbin Terry, Project Manager
U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance
810 Seventh Street, NW, Room 4423
Washington, DC 20531
(202) 307-3134
orbin.terry@usdoj.gov

Any public agency wishing to acquire the property for negotiated sale, in accordance with 40 U.S.C. 553, should submit written notice thereof, before COB on April 11, 2016, to:

Adrian Austin
Building Management Specialist
Support Services and Facilities Management Division
U.S. Department of Homeland Security
Federal Emergency Management Agency
Washington Design Center
300 D Street, SW, Room 840-2
Washington DC 20472
(202) 212-2099
adrian.austin@dhs.gov

Such written notice shall:

- 1) disclose the contemplated use of the property;
- 2) contain a citation of the applicable statute under which the public agency desires to procure the property;
- 3) disclose the nature of the interest less than fee title to the property is contemplated;
- 4) state the length of time required to develop and submit a formal application for the property (where a payment to the Government is required under the statute, include a statement as to whether funds are available and, if not, the period required to obtain funds); and
- 5) give the reason for the time required to develop and submit a formal application.

Upon receipt of the written notice, the public agency shall be promptly informed concerning the period of time that will be allowed for submission of the formal application.

In the absence of a written notice, or in the event a public use proposal is not approved, the regulations issued pursuant to authority contained in the Property Act as amended, provide for offering the property for sale according to its highest and best use.

If any public agency considers that the proposed disposal of the property is incompatible with its development plans and programs, notice of such incompatibility must be forwarded to the Regional Administrator, U.S. General Services Administration, 230 South Dearborn Street, Chicago, Illinois 60604.

For more information contact:

Lisa A. Tangney
Realty Specialist
GSA Real Property Utilization & Disposal Division
230 South Dearborn Street
Room 3774, DPN 37-13
Chicago, Illinois 60604
Telephone: (312) 886-9480
Email: lisa.tangney@gsa.gov

VI

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. April 6, 2016.

Your Committee to whom was referred R. O. No. 284-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Taxicab Drivers License application #0359 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his record as a repeat law violator.

reg.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 284 - 15 - 16. By CITY CLERK. February 15, 2016.

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

City Clerk

Law & Lic.

*3/7/16 - grant chg. of premise & carry this hold the rest as background checks couldnt be done holding till 3/15/16 & of mtg.
3/21/16 - grant all Bev. Op. & Taxi licenses except Razo
4/6/16 - deny Razo*

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Ave. - one-day events to be held 4/3/16 and 7/11/16 to include current premise and the parking lot North and West of the Building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3168	Tasty Sheboygan	1423 Union Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7538 ^P	Beeck, Michael K.	2129 N. 20 th St.
2105 ^P	Bhatta, Hira	1418 Wisconsin Ave.
1275 ^P	Erbstoesser, Craig W.	163 South Rd., Kohler
2533	Hietala, Vanessa G.	725 Pine St., Sheb. Falls
0146 ^P	Jones, Christa D R	516 Superior Ave.
0842 ^P	Lewis, Joshua A.	4411 Primrose Ct., Q106
7801 ^P	Ruppel, Holly A.	1030 N. 27 th St.
0598	VanderVrede, Robert S.	830 N. Water St., #306
1270	Yurk Janet	1606 Carmen Ave.

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6363	Brass, Thomas H.	3314 Mill Rd.
0093	Butler Jr., James D.	1630A S. 8 th St.
0359	Razo, Juan Antonio	1207 Kentucky Ave.

VIII

R. C. No. _____ - 15 - 16. By PUBLIC WORKS.

Your Committee to whom was referred the following:

1. R. O. No. 312-15-16 by the Director of Public Works submitting a proposal for new leaf collection equipment;
2. Res. No. 169-15-16 by Alderperson Belanger authorizing entering into contract with Bonnell Industries, Inc. for purchase of new leaf collection equipment; and
3. R. C. No. 335-15-16 by Public Works who met and discussed entering into contract with Bonnell Industries, Inc. for the purchase of new leaf collection equipment;

recommends that the Report of Officer and the Report of Committee be placed on file and 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

7.1

Res. No. 169 - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations.

WHEREAS: the Department of Public Works converted these (4) tandem axle dump trucks from front loading to rear loading in 2012 with the purchase of (4) trailer vacuum mounted leaf collectors. These leaf collectors will be sold as they have value and can be reused.

WHEREAS: the Department of Public Works has determined that it would be more cost effective to purchase (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option and use existing single-axle dump trucks to pull these wagons. This option results in significant overall savings and uses existing equipment within the fleet.

WHEREAS: the Department of Public Works is respectfully requesting to waive the competitive bids for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option as Bonnell Industries, Inc. is the only manufacturer that allows the passenger side pick-up option. DPW staffs visited Woodstock, IL, to personally view this equipment in action and were extremely impressed.

RESOLVED: that the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations with costs of approximately \$191,187 to come from the Motor Vehicle Replacement Fund Account Number 70136100-641200.

Pub Works approve

John Sey

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

R. O. No. 312 - 15 - 16. By DIRECTOR OF PUBLIC WORKS. March 21, 2016.

Submitting an equipment purchase proposal for new leaf collection equipment for the Dept. of Public Works. In 2012, the Department of Public Works purchased (4) trailer mounted vacuum leaf loaders in an attempt to reconfigure our existing front mounted leaf collection trucks. This new equipment at the time continued to use four tandem axle dump trucks by using trailer mounted vacuum leaf loaders pulled behind the trucks.

These four tandem axle dump trucks have reached the end of their life expectancy. In addition, these four vehicles are used for leaf collection operations only. If we would continue to use the trailer mounted vacuum leaf loaders, we would need to purchase new tandem axle dump trucks for this operation at a cost of over \$200,000 each.

In reviewing our leaf collection operation, we researched other equipment options and have determined that it would be more cost effective to purchase three trailer mounted vacuum leaf wagons to be pulled by existing single axle dump trucks. This system collects the leaves within the wagon itself and not loaded into the dump box of the dump trucks. Below is a summary of the cost of the new equipment as well as savings from selling the existing equipment summarizing the total overall savings to the proposal.

Leaf Wagon Proposal

Purchase (3) Spartan Leaf Pro Plus Wagons	\$191,187
Sell (4) 2012 ODB LCT650 leaf trailers	-\$60,000
Sell (6) 1995 Ford dump trucks	-\$18,000
Sell/scrap (4) custom leaf boxes	-\$1,000
Total Cost	\$112,187

OR

Purchase (2) tandem axle dump trucks	\$438,700
Fabricate (4) custom leaf boxes	\$12,000
Total Cost	\$450,700
Total Savings	\$338,513

*Pub. Wks.
approve.*



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Order Number: 0103962
 Order Date: 11/10/2015

Bill To: 4590248
 CITY OF SHEBOYGAN
 2026 NEW JERSEY AVE.
 ATTN RICK NEY
 CEL # 920-980-3676
 SHEBOYGAN, WI 53081

Ship To:
 CITY OF SHEBOYGAN
 2026 NEW JERSEY AVE.
 ATTN RICK NEY
 CEL # 920-980-3676
 SHEBOYGAN, WI 53081

Phone: (920) 459-0248

Fax:

Phone:

Fax:

Confirm To: RICK NEY

Comment: BUILD TIME IS 120 DAYS ARO

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	CALL CUSTOMER	DIXON, IL	Net 30 Days	12/31/5999

Ordered	Unit	Item Number	Price	Amount
1.0000	EACH	LEAF VACUUM SEE BELOW FOR DETAILS BASE PRICE, OPTIONS BELOW TYPE- SPARTAN (INCLUDES CONTAINMENT) PASSENGER SIDE PICKUP 25 YARD CONTAINMENT BOX ENGINE- 99 HORSEPOWER KUBOTA FUEL TANK- 35 GALLON ALUMINUM COUPLER- NACD CLUTCH FAN- 30" DIAMETER X 12.5" WIDE PICKUP NOZZLE- UNDER CARRIAGE ARM CONTROL- HYDRAULIC (THREE AXIS CONTROL) TYPE OF CONTROLS- SOLENOID VALVE CONTROLS - SOLENOID VALVE CONTROLS STANDARD RIDE ON SEAT TRAILER JACK- MANUAL WITH FOOT. NO DUST CONTROL KIT YELLOW FLASHERS INSTALLED MODEL: SPARTAN LEAF PRO PLUS	0.00	0.00
1.0000	EACH	*40000 SPARTAN 15 YARD BASE PRICE	48,100.00	48,100.00
1.0000	EACH	*40111 -25 YARD CONTAINMENT BOX IN LIEU OF 15 YARD	2,080.00	2,080.00
1.0000	EACH	*40201 99 HP KUBOTA V3800T ENGINE	2,403.00	2,403.00
1.0000	EACH	*40712 YELLOW FLASHERS INSTALLED	335.00	335.00
1.0000	EACH	*40902 SOLENOID VALVE FOR HYDRAULIC ARM CONTROL	10,811.00	10,811.00



1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Order Number: 0103962
Order Date: 11/10/2015

Bill To: 4590248
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE.
ATTN RICK NEY
CEL # 920-980-3676
SHEBOYGAN, WI 53081

Ship To:
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE.
ATTN RICK NEY
CEL # 920-980-3676
SHEBOYGAN, WI 53081

Phone: (920) 459-0248 Fax:

Phone:
Fax:

Confirm To: RICK NEY

Comment: BUILD TIME IS 120 DAYS ARO

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	CALL CUSTOMER	DIXON, IL	Net 30 Days	12/31/5999

Ordered	Unit	Item Number	Price	Amount
	EACH	-	0.00	0.00

OPTION

99 HP. JONH DEERE ILO 99 HP. KUBOTA---ADD---\$2790.00--(PRICING AT THIS TIME)

NOTE: THE ENGINE MANUFACTURERS & ELECTRONICS MANUFACTURES CHANGE THEIR PRICES THE FIRST OF THE YEAR---(THIS QUOTE IS AT TODAY'S PRICES)

15% RESTOCKING FEE ON RETURNED ITEMS
NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: _____

0001 Bonnell Industries

DF

Net Order:	63,729.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	63,729.00

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: _____

**BILL TO: _____

PO Number: _____

DATE ACCEPTED: _____

CHASSIS ARRIVAL DATE: _____

VIN# _____

MAKE: _____

MODEL: _____

W.B. _____ C.A.: _____

TRANS MODEL: _____

ENGINE: _____

PAINT CODE: _____

**CHANGES MAY CAUSE DELAYS AND FEES.

IV

7.1

R. C. No. 335 - 15 - 16. By PUBLIC WORKS. March 21, 2016.

The Public Works Committee met and discussed entering into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations.

The Public Works Committee voted on the proposal with a tie vote (2-2) and therefore has no recommendation for the Common Council. Attached is the Report of Officer and the Resolution.

*reg
re-refer to Pub Works
approve.*

John Bell

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



Gen. Ord. No. _____ - 15 - 16. By Alderperson Hammond. April 6, 2016.

AN ORDINANCE 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.

France

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



Gen. Ord. No. - 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

pp 45.

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.

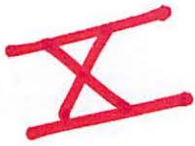
. . ."

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



Gen. Ord. No. - 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.

pp+5

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



THE UNIVERSITY OF CHICAGO LIBRARY
540 EAST 58TH STREET
CHICAGO, ILLINOIS 60637
TEL: 773-936-3200



Gen. Ord. No. _____ - 15 - 16. By Alderperson Thiel. April 6, 2016.

AN ORDINANCE removing the stop signs at the northwest and southeast corners of Wisconsin Avenue and North 7th Street.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs," stop signs shall be removed, therefore not requiring northbound and southbound traffic on North 7th Street to stop at the intersection of North 7th Street and Wisconsin Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs located at the northwest and southeast corners of Wisconsin Avenue and North 7th Street to give notification of the aforementioned change.

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.

PP & S.

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

Other Matters

10.1

IV

R. O. No. 307 - 15 - 16. By CITY CLERK. March 21, 2016.

Submitting a communication from the Wisconsin Department of Administration stating that the resubmitted Sheet 2 of Mueller Field West has been reviewed and the Department does not object to the final plat bearing the March 10, 2016 revision date.

Lis over

City Clerk



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY

MAR 18 '16 AM 10:54

Plat Review

101 E Wilson St FL 9, Madison WI 53703
PO Box 1645, Madison WI 53701
(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629
E-mail: plat.review@wi.gov
<http://doa.wi.gov/platreview>

REVISED

March 15, 2016

0004

PERMANENT FILE NO. 27390

GARY KRUEGER
KRUEGER LAND SURVEYING
W3201 ORCHARD ROAD
ELKHART LAKE WI 53020

Subject: MUELLER FIELD WEST
SE 1/4 S8 T15N R23E
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY

Dear Mr. Krueger:

You have resubmitted SHEET 2 of MUELLER FIELD WEST for review. The Department of Administration does not object to the final plat sheet bearing the March 10, 2016 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

DEPARTMENT OF ADMINISTRATION COMMENTS:

The Department of Administration has no conditions for this plat.

Note to all: The department previously certified no objection to this plat on February 29, 2016. The resubmitted sheet 2 has removed the Sanitary Sewer Easements note, and has made changes to the language in the Sanitary Sewer and Water Main Easements note and to the Stormwater Drainage Easements note. No other changes have been made to the sheet; these changes do not affect our previous certification.

The plat shall be presented to the local governing bodies for final approval and signing. Local government units, during their review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

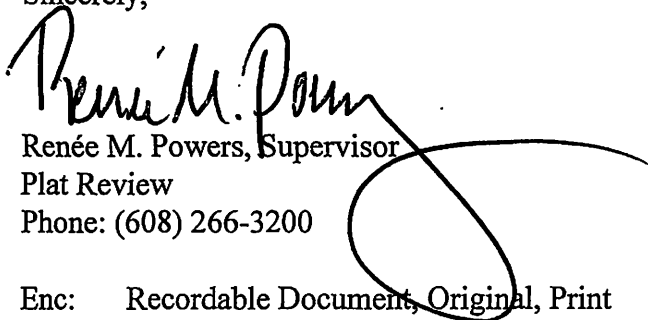
Page 2
MUELLER FIELD WEST
Gary Krueger
March 15, 2016

0004

Any changes to the plat involving details checked by this Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the half-size copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below.

Sincerely,


Renée M. Powers, Supervisor
Plat Review
Phone: (608) 266-3200

Enc: Recordable Document, Original, Print

cc: Oyvind Solvang, Owner
Clerk, Town of Sheboygan
Clerk, City of Sheboygan
Sheboygan County Planning & Resources Department
Register of Deeds

ORIGINAL RECEIVED FROM SURVEYOR ON 01/08/2016; REVIEWED ON 02/05/2016
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 02/25/2016
SUBSTITUTE SHEET 2 RECEIVED FROM SURVEYOR ON 03/14/2016

II

Other Matters

R. O. No. _____ - 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.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
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)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3187	Sheboygan Liquor Depot	810 N. 14 th St.

CLASS "A" BEER LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	Shopko Stores Operating Co., LLC	518 Taylor Dr.

CLASS A LIQUOR (CIDER ONLY) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	Shopko Stores Operating Co., LLC	518 Taylor Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha Bar	1054 Pennsylvania Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1102	Anderson, Dawn M.	2014 Lake Aire Dr.
9920	Brickson, Stephan J.	3232 S. 11 th St.
1336	Grauer, Walter J.	3416 N. 7 th St.
6112	Guenther, Brett L.	816 Logan Ave.
1069	Head, Amanda J.	1713 N. 11 th St.
1103	Hilpert, Eric T.	1314 N. 12 th St.
5338	Kirsch, Valerie A.	2221 N. 15 th 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. 13 th St.
5002	Shembeda, Linda L.	W4161 Main Rd., Plymouth
1075	Strean, Stephanie M.	4136 N. Field Dr.
1113	Vrubley, Daniel C.	247 S. 6 th St., Cedar Grove
1087	Wagaman, Leah M.	516 Forest Blvd., Sheb. Falls

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1535	Hou-Seye, Job E.	715 n. 14 th St.

II

Other Matters

R. O. No. _____ - 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 & Lisa

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

III

Other Matters

Res. No. _____ - 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:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Tourism Fund Unreserved Fund Balance 260-253000	Tourism Fund Land 26053000-611100	\$40,000

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 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

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

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

Gen. Ord. No. - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan 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. from Neighborhood Preservation to Community Mixed Use.

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

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

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

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

City Plan



Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

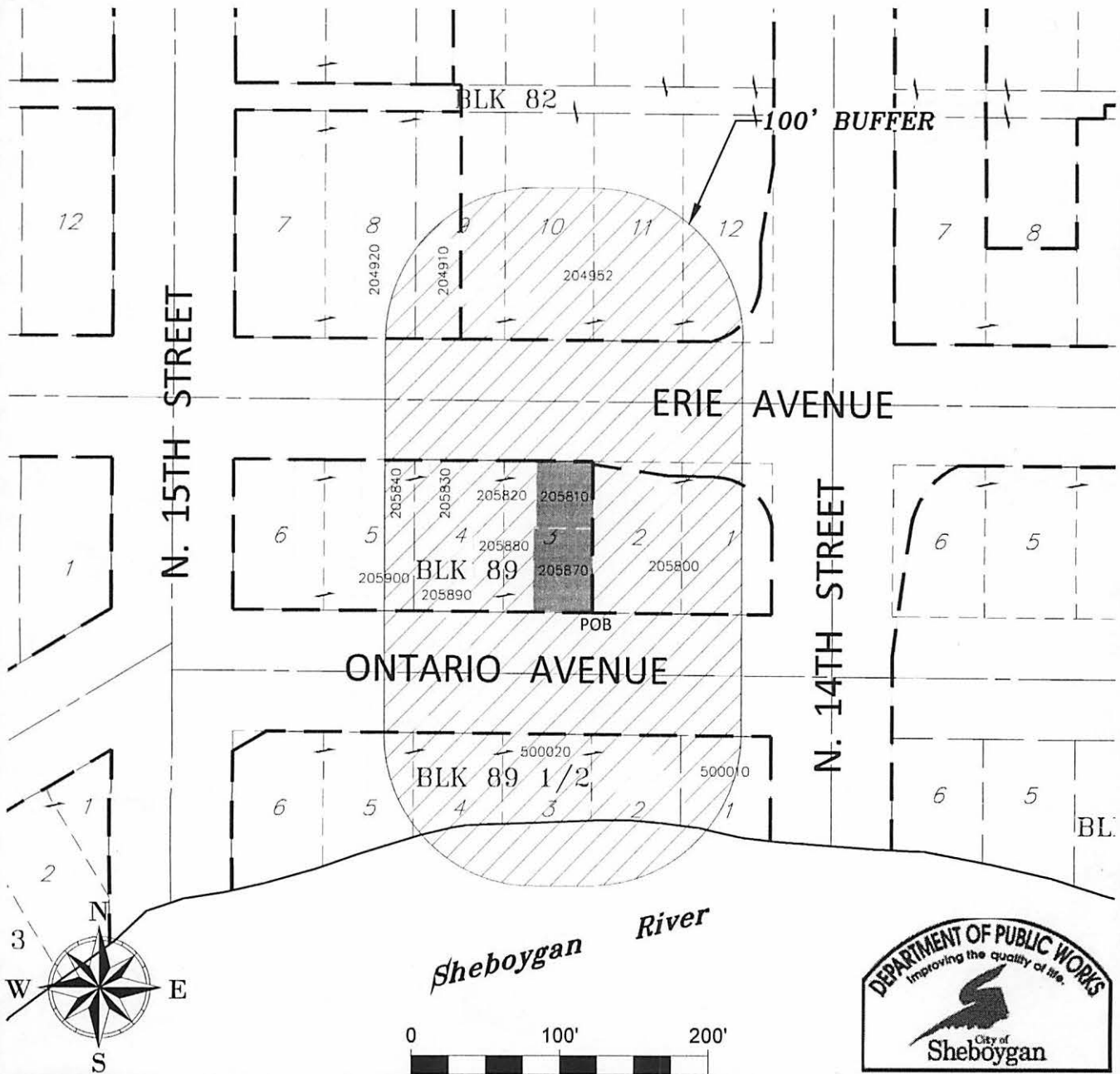
Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO COMMUNITY MIXED USE

SECTION 22, T. 15 N., R. 23 E.

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ 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 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



Other Matters

II

R. O. No. _____ - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting an application from SMET Construction, Inc., on behalf of LAG Investments II, LLC, to change the Use District Classification of properties located at 1413 Erie Ave. and 1416 Ontario Ave. from NR Neighborhood Residential to UC Urban Commercial Classification.

City Plan

City Clerk

MAR 31 2016

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: <u>160366</u>
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, and 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: Smet Construction Services, Inc. PHONE NO.: 920-532-3828

ADDRESS: 300 N Broadway, #200 EMAIL: gpolacheck@smet.com

OWNER OF SITE: LAG Investments II, LLC_ PHONE NO.: 920-532-3828

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTIES AFFECTED: 1413 Erie Avenue & ~~1026 N 14th Street~~, & 1416 Ontario Avenue.

LEGAL DESCRIPTION: Attached

PARCEL NO. #205810, #205870 MAP NO.

EXISTING ZONING DISTRICT CLASSIFICATION: Neighborhood Residential

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:

The two properties are currently used as residential housing units.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

The houses are proposed to be demolished and converted into additional parking for Starbuck's on the corner.

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?

We expect to incorporate proper drainage procedures in the final site plan.

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 success of the Starbuck's on the corner has resulted in customers parking on Ontario Avenue thus resulting in traffic congestion on Ontario. Additional parking will assist in alieving some of the congestion on Ontario.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The proposed use helps to maintain the city's desire to have successful commercial businesses in this area.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The city already provides for commercial businesses to exist in this area as the contiguous area is zoned Urban Commercial. This project allows Starbuck's the needed capacity to continue serving its customers. It assists in the commercial development to the west, helping to increase needed commercial parcels in this part of the city.

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.



3/31/16

APPLICANT'S SIGNATURE

DATE

Greg Polacheck – Smet Construction Services, Inc.

PRINT NAME ABOVE

APPLICATION SUBMITTAL REQUIREMENTS

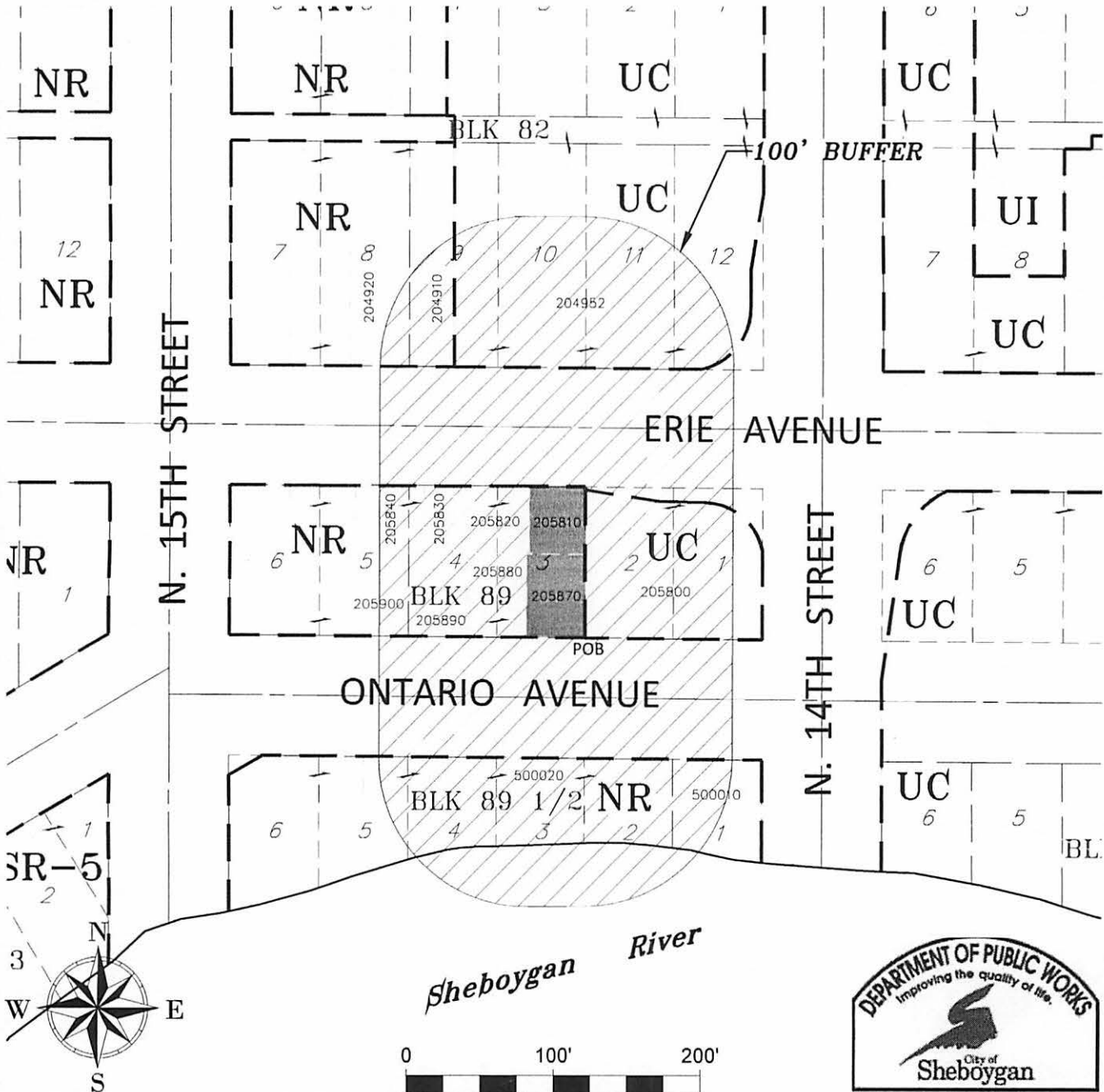
A copy of the current zoning map of the subject property and vicinity showing:

- 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 NR TO UC SECTION 22, T. 15 N., R. 23 E.

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 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



**Legal Description for
1416 Ontario Ave.
Sheboygan, WI**

The East 40 feet of the South 55 feet of Lot Three (3), Block Eighty-nine (89), according to the recorded Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Legal Description for
1413 Erie Avenue
Sheboygan, WI**

**The North 45 feet of the East 38 feet of Lot 3, Block 89, Original Plat,
City of Sheboygan, Sheboygan County, Wisconsin, according to the
recorded plat thereof.**

Cc: Scott Smet; Paul Belschner; Joash Smits
Subject: Re: Sheboygan Starbucks Project Update

Greg (et al), I feel very fortunate to have this team working on the project. Thank you for this detailed email.

Please forward this email to any governmental agency authorizing my approval for SMET Construction move ahead on this project.

Sincerely,

Gary Goodman
Manager
LAG Investments II

On Mar 23, 2016, at 2:18 PM, Greg Polacheck wrote:

Hello Gary,

I've been assigned to the Sheboygan Starbucks's parking lot situation since I've worked with the city of Sheboygan on behalf of Smet Construction Services on another project. Thus I am familiar with the city officials and processes needed. I will be responsible for obtaining your needed approvals. Joash Smits will be coordinating the sub-contracted professionals to demolish the homes and rebuild the new parking lot. I will be working closely with Joash on this project trouble-shooting with the city as needed.

Per your request, Smet is preparing a document for you to review regarding project costs from "soup to nuts". This will depend on the plans approved by the city and the final estimate based on those plans.

Smet is currently contacting vendors in environmental remediation, soil compaction and conditions, excavating, asphalt, and curb & gutter. These vendor's will assist us in getting you a more defined proposal for the work to be performed.

In the meantime, I have begun the approval process by reviewing the project with the city planner and the city's zoning manager. I also visited the site two weeks ago on a very busy Saturday morning and noted that Starbucks customers were parking their vehicles down the street four or five house from the coffee shop. I met with an architect who is taking the attached preliminary site plan and changing this preliminary drawing into the needed site plan document (showing utilities, landscaping, ingress/egress etc....). This is needed to attach to the zoning application. Lastly, this morning, Scott Smet and I met with the architect to finalize what is needed to complete this project.

Here is a brief outline of the basic steps to be undertaken:

1. **Rezoning of the property from residential to commercial** – Application due in the city by Tuesday, April 6th. Assigned by Council for Plan Commission meeting on April 12th. After, April 12th, the matter then goes back for final Council approval in May. Rezoning typically takes 2-3 months depending if there are issues to receive a final decision. As you are the owner of the properties to be re-zoned, I need an email from you permitting the city to provide Smet with a new zoning map and legal descriptions (if you don't have them). The map is prepared by Sheboygan's city engineering department which is the responsible party in Sheboygan that prepares the map for the re-zoning application. The city will not prepare the new map without your permission. A short email granting permission should suffice. I can forward to the city.
2. **Comprehensive Plan Amendment from Neighborhood Preservation to Community Mixed Use** - We are planning to execute this step simultaneously with the re-zoning application. Required by city of Sheboygan.
3. **Conditional Use Permit** – Needed on the proposed land use and approving site plan improvements. This goes to the Plan Commission simultaneously at the same meeting as well– April 26th.
4. **Certified Survey Map (CSM)** – This combines the three parcels into one parcel and will be completed once the zoning is approved and performed by licensed surveyor. Required by Sheboygan.
5. **Final Council Approvals** – obtained in May or June after Plan Commission acts per ordinance procedures.
6. **Final Construction Estimates & Timelines** – internal preparation and approval of scopes of work and preparation of final estimates.



Other Matters

Gen. Ord. No. - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1413 Erie Ave. and 1416 Ontario Ave. from NR Neighborhood Residential to UC Urban Commercial Classification.

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

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

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

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City Plan



Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

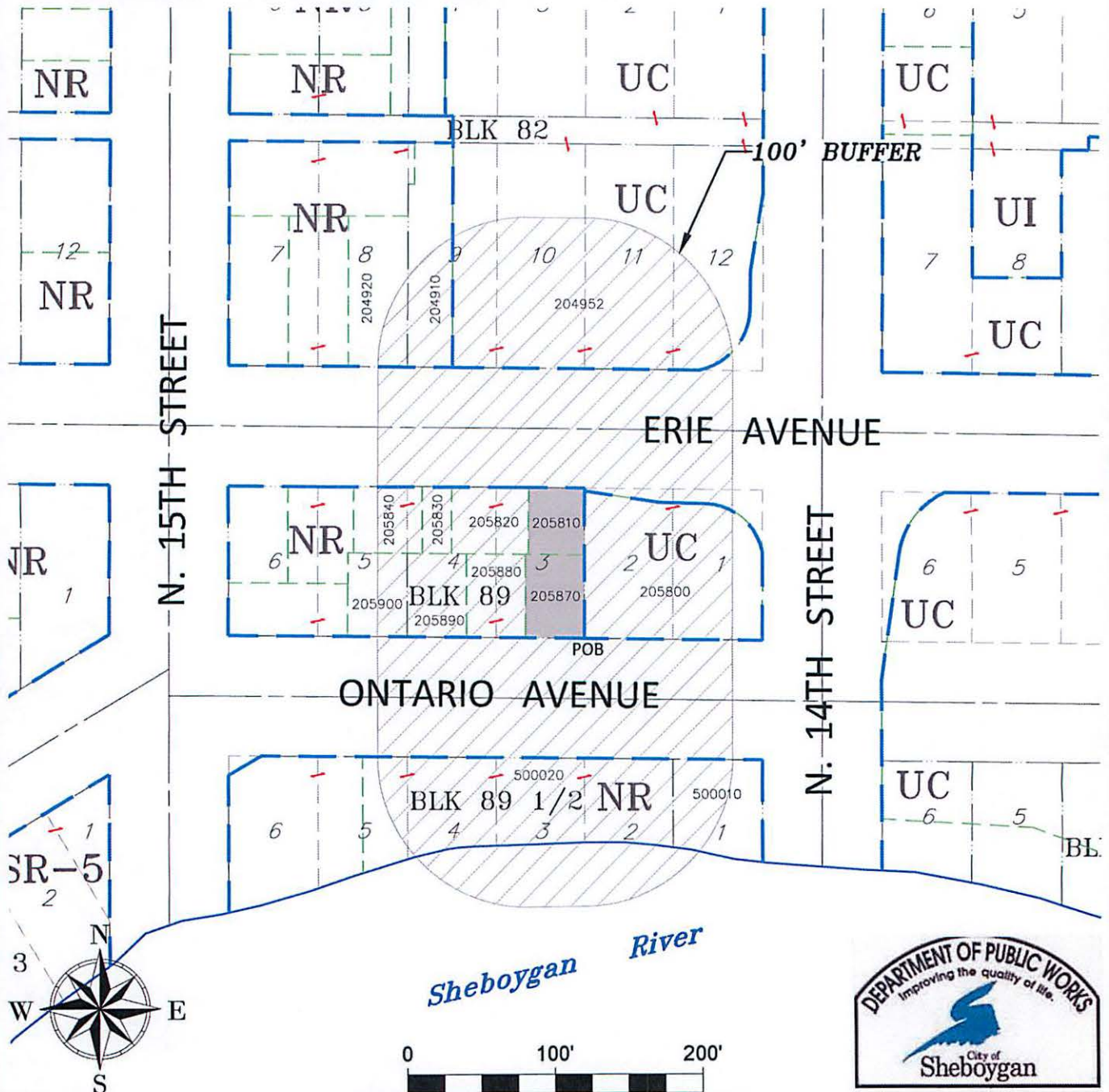
PROPOSED ZONING CHANGE

FROM NR TO UC

SECTION 22, T. 15 N., R. 23 E.

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

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II

Other Matters

R. O. No. _____ - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting an application from Joe VanDerPuy of Paper Box & Specialty to rezone property located at 1524/1526 Saemann Ave. from UC Urban Commercial to UI Urban Industrial Classification.

City Plan

City Clerk

April 1, 2016
rec'd

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	<u>160-370</u>
FILING FEE:	<u>\$200.00</u> (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: Joe VanDer Poy PHONE NO.: (920) 459-2440
 ADDRESS: 1505 Sibley Ct. Sheb WI E-MAIL: joe@weareboxes.com
 OWNER OF SITE: Paper Box + Specialty PHONE NO.: (920) 459-2440

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1524/1536 Saemann Ave
 LEGAL DESCRIPTION: See map

PARCEL NO. 606631 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: urban commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: urban Industrial

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: equipment storage / warehousing

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: warehousing / manufacturing

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? _____

see attached proposal

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: PaperBox seeks to rezone the subject property in order to expand our manufacturing capabilities in the future.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The rezoning of the subject

property will have little noticeable impact on the surrounding neighborhood.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

see attached proposal

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

3/31/16

DATE

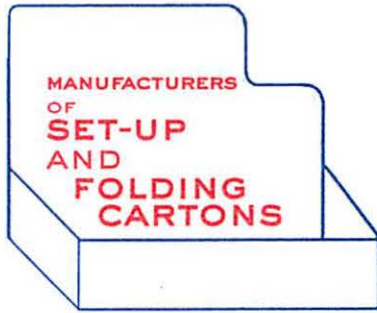
Joe VanDerPuy

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.



PAPER BOX AND Specialty Company

1505 SIBLEY COURT
SHEBOYGAN, WISCONSIN 53081
PHONE: (920) 459-2440
FAX: (920) 459-2463

To: Mayor Mike Vandersteen and members of the City of Sheboygan Common Council

From: Joe VanDerPuy on behalf of Paper Box and Specialty Company

Date: 3/2/2016

Subject: Proposed rezoning of commercial property

Proposal

Paper Box and Specialty Company is seeking to have the property located at 1524/1536 Saemann Avenue (Parcel #606631) from Urban Commercial to Urban Industrial. The proposed short term use for this property will be warehousing, with a possible transition to manufacturing in the future.

Background

Paper Box and Specialty Company (PBS) is a manufacturer of paperboard packaging. We have the ability to produce rigid, folding, and corrugated packing in a variety of substrates and formats. Our customer base covers a large spectrum of industries and end users including health care, automotive, consumer products, luxury good, paper products and others. Our focus is on short run and custom items rather than large commodity accounts.

PBS was incorporated in 1929 and is currently under fourth generation family ownership and management. Current ownership consists of David VanDerPuy – General Manager, Thomas VanDerPuy – VP Sales and Joseph VanDerPuy VP Operations.

Our facility has been expanded nine times since it was purchased, with the most recent addition of a 6500 sq. ft. warehouse in 2001. Current useable space stands at 75k sq. ft. roughly divided in half between manufacturing/office and warehousing.

PBS currently employs 34 full time employees, 28 of whom are engaged in manufacturing and support activities, with 6 sales and office staff.

Present

In 2013 we added corrugated box manufacturing to our capabilities, with a continued focus on short run, quick turn, and specialty items.

In addition to manufacturing corrugated boxes and related packaging, we have also created a division that handles surplus and recovered corrugated boxes and materials. We purchase boxes and material that would otherwise be land filled or pulped and offer it for sale on secondary markets as usable, recovered product. Our sources include recyclers and waste companies, industrial scrap generators and corrugated carton plants and mills. We pay companies at significantly above the market scrap rates and bring the material by the truckload to our plant. The boxes and sheets are sorted, graded and unitized for sale by our employees.

We have also developed a program with a number of large paper mills and box plants in which they offer us defective or obsolete material at significant discounts. This has been a successful endeavor, as we are able to offer them a better value than if the material were simply scrapped. We can either rework these materials or sell them on secondary markets and have found no shortage of eager buyers.

Due to the rapid growth of the corrugated manufacturing and recovered material divisions, we are in need of additional warehouse and manufacturing space to accommodate these activities. We are currently leasing space outside our plant in order to store raw materials and finished goods.

The proximity and layout of the Saemann Avenue property makes it an attractive choice for our expansion needs. We have an accepted offer with the present owner and anticipate the property being a good fit for our needs.

Proposed uses and benefits

The primary initial use of the Saemann property will strictly be raw material and finished goods storage. Though the current zoning allows for this type of use, we would like to make the purchase with the knowledge that we could use the space for manufacturing at some future date. There is no current plan to move manufacturing to this site, but the option would be helpful in planning for future growth.

We expect that with addition of this space, we will be able to add 4 new full time jobs at our plant to support the increased activity that additional space will make possible.

Margins in the corrugated division of our business will increase when we are able to store materials on site rather than leasing offsite storage. Transportation and labor costs, in addition to the actual costs of leasing, have made items stored off site less profitable.

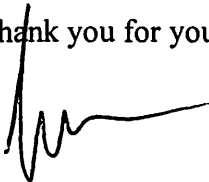
Only about 50% of the Saemann site is covered by buildings. The remaining ¼ acre is paved, with ample room for parking. We will open this area up to employee parking, which will move a number of our employee's vehicles off of public street parking. This will be especially helpful on Sibley Court, which is narrow and chronically congested as many of the residences on this street do not have or cannot use their garages or driveways. Additional on site parking will also eliminate the need for many of our employees to cross Saemann Avenue to get to work, creating a safer situation for our workers.

Perhaps one of the greatest potential benefits of this property, outside of the increased storage space, will be our ability to add an additional loading dock in the future. The property is ideally situated to allow for a new dock penetration into our existing building. This would provide significant safety and logistical benefits for PBS as well as the surrounding neighborhood. Our current loading docks were never designed to accommodate the amount of traffic and size of trucks that they currently handle. This has led to significant congestion on Sibley Court during the early morning and early afternoon hours when large numbers of trucks are loading and unloading at our plant. The relatively shallow depth of our current dock area means that trucks in the act of loading are often parked well out into Sibley Court, at times nearly blocking the road. A new loading dock on the South side of our plant and opening onto Saemann Ave. would alleviate much of the pressure on the Sibley Ct. docks. Additionally, when loading and unloading at the proposed new dock, trucks would be completely contained within our property and would no longer impede the flow of traffic on City streets.

Summary

The proposed rezoning of this property, though not absolutely necessary at this time, will allow us to move forward confidently with this purchase in the knowledge that this property will be a beneficial and versatile asset to PBS in the future. We believe that this purchase could have significant benefits for our operation, and for our surrounding neighborhood.

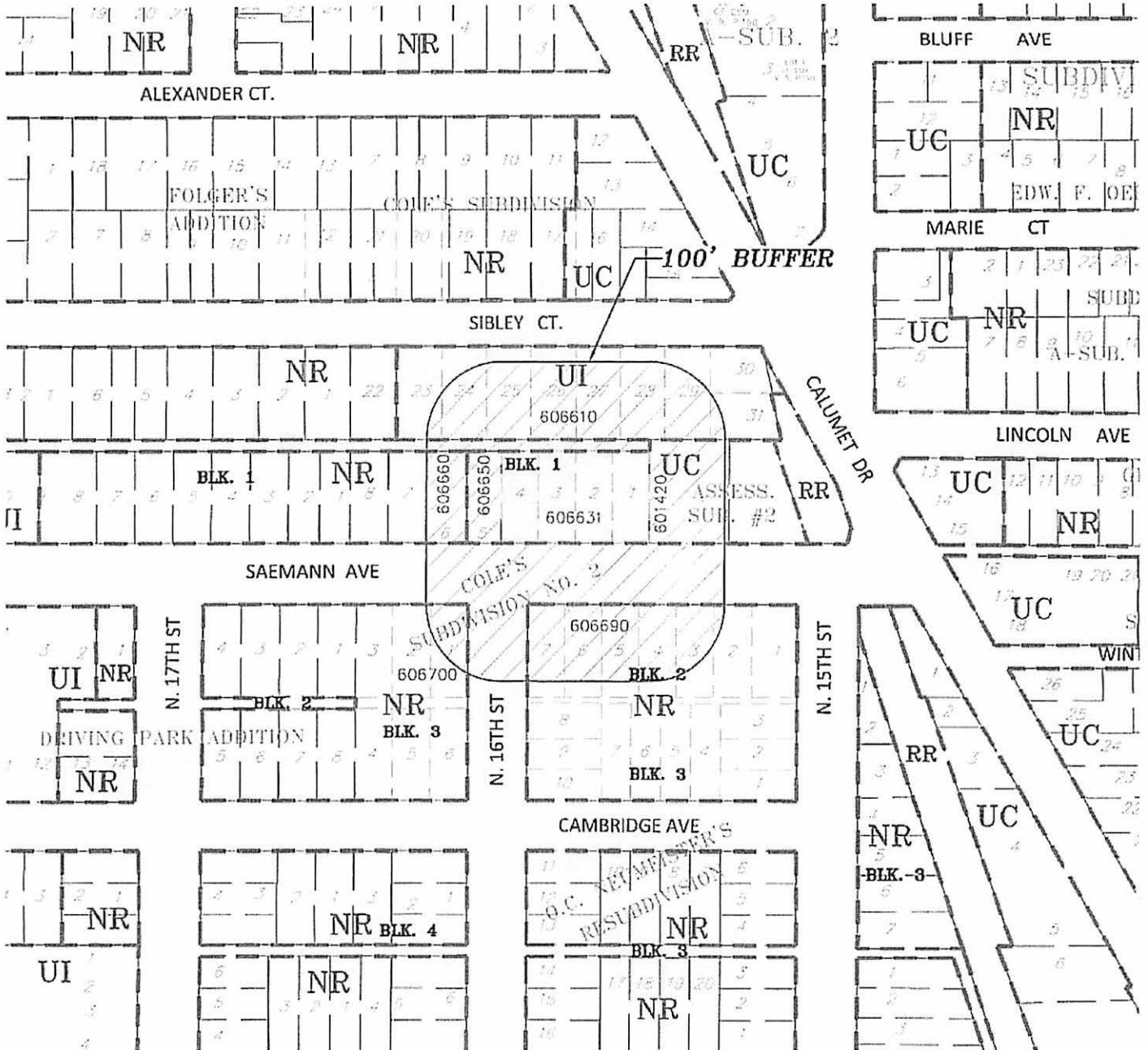
Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Joe VanDerPuy', with a long horizontal flourish extending to the right.

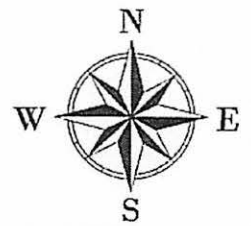
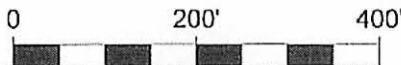
Joe VanDerPuy

PROPOSED ZONING CHANGE FROM UC TO UI SECTION 15, T. 15 N., R. 23 E.

COLE'S SUBDIVISION No. 2, LOTS 1, 2, 3 & 4, BLOCK 1, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 24,202 SQ. FT OR 0.56 ACRES.



PAPER BOX & SPECIALTY CO.
OF SHEBOYGAN



March 3, 2016

To Whom it May Concern:

I, Matt Quasius, President, Quasius Construction, Inc., authorize Paper Box and Specialty Co., to submit a rezone application for my property located at 1524 Saemann Avenue.



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 160370

License No: 0000

Date: 04/01/2016

Received By: CKL

Received From: PAPER BOX SPECIALTY COMPANY

Memo: AMENDMENT OF ZONING MAP

Method of Payment: \$200.00 Check No. 25826

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.



Gen. Ord. No. _____ - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1524/1526 Saemann Ave. from Class UC Urban Commercial to Class UI Urban Industrial 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 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 1/2 of the SE 1/4 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.

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 Plan

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

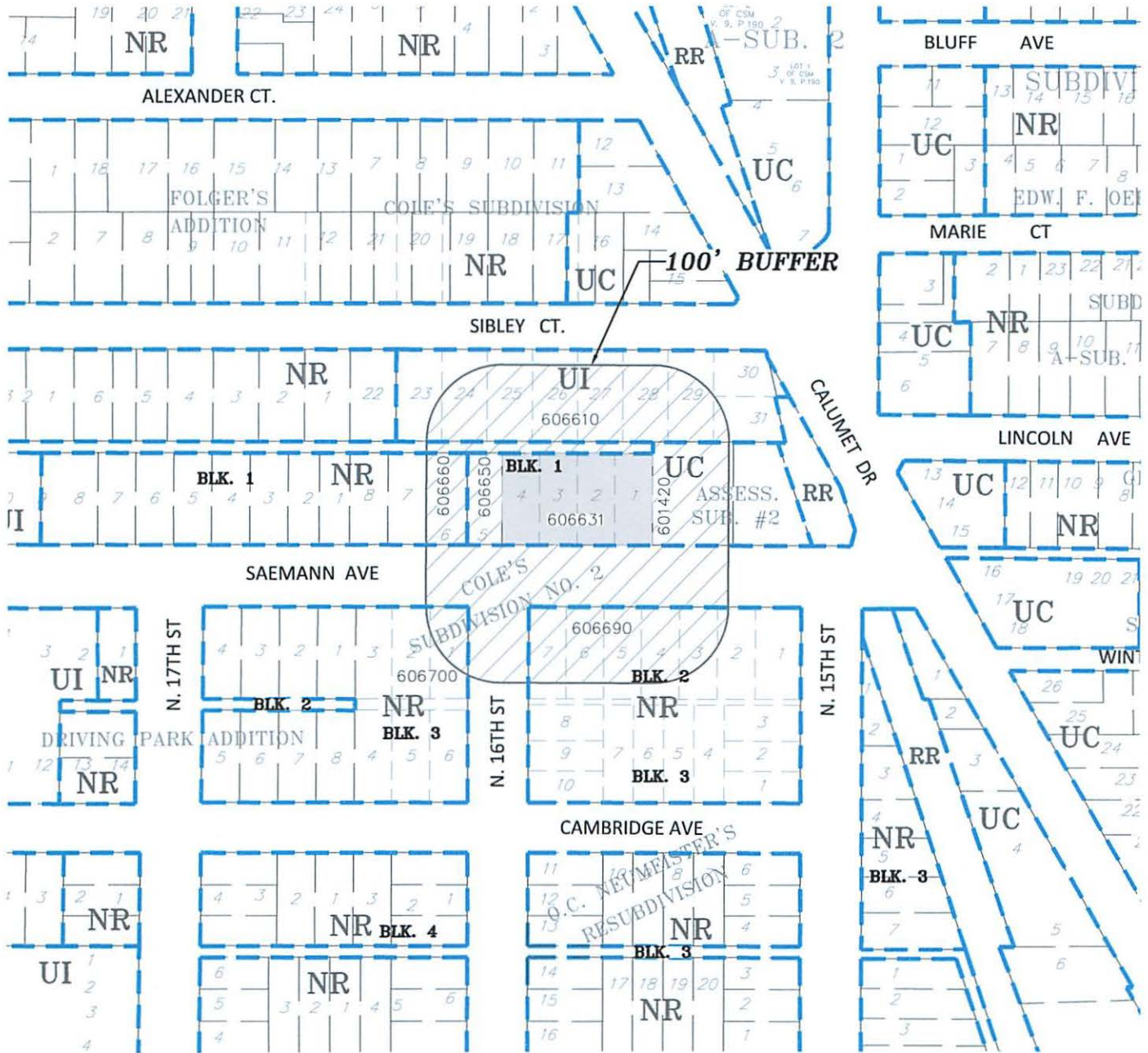
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PROPOSED ZONING CHANGE FROM UC TO UI SECTION 15, T. 15 N., R. 23 E.

COLE'S SUBDIVISION No. 2, LOTS 1, 2, 3 & 4, BLOCK 1, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 24,202 SQ. FT OR 0.56 ACRES.



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III

Other Matters

Res. No. _____ - 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 1/2 of the SE 1/4 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.

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

671-111111



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Other Matters



Gen. Ord. No. - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1524/1526 Saemann Ave. from Neighborhood Preservation to Employment Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and the Use Classifications of the following described lands 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 1/2 of the SE 1/4 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.

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 Plan

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

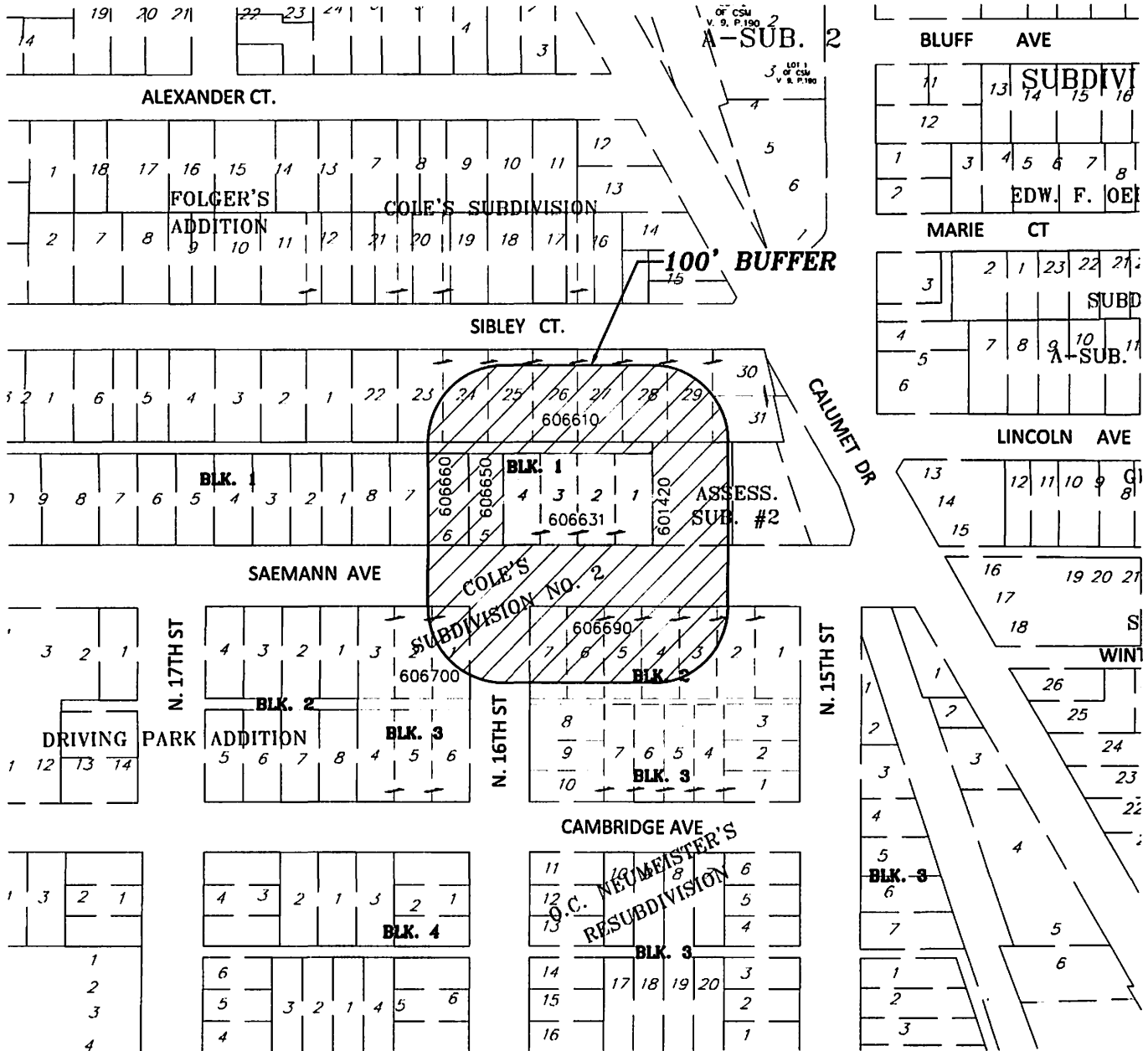
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO EMPLOYMENT SECTION 15, T. 15 N., R. 23 E.

COLE'S SUBDIVISION No. 2, LOTS 1, 2, 3 & 4, BLOCK 1, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 24,202 SQ. FT OR 0.56 ACRES.



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