

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



# SPD ANNUAL REPORT 2014

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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

We, the men and women of the  
Sheboygan Police Department, value:



**PROFESSIONALISM**

**ACCOUNTABILITY**

**LEADERSHIP**

**COMPETENCE**

**TEAMWORK**

**INTEGRITY**





The Sheboygan Common Council and Mayor Michael Vandersteen

## A Message from the Mayor

The protection of our residents is a top priority for the sworn 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 our community safe and secure.

As mayor, I am committed to working closely with the Sheboygan Police Department to keep Sheboygan a safe city and a great place to live, work and play. In 2014, I took action to create the Mayor's Neighborhood Leadership Cabinet to encourage more neighborhoods to become neighborhood associations. The cabinet will work directly with established neighborhood associations to reinforce the efforts of the Police Department's neighborhood policing program.

This last year we saw the Police Department cooperate with the Sheboygan Area School District, Sheboygan County Social Services, not-for-profit agencies and area healthcare organizations to initiate a project aimed at

reducing the social harm caused by heroin addiction and prescription drug abuse. This collaborative community based initiative is aimed at understanding the extent of the problem within our community, identifying service gaps and increasing community education to reduce harm.

There are always new challenges to deal with and the Police Department has taken steps to join another community effort to deal with the mental health problems in our community. They have begun efforts to provide each officer with crisis intervention training to better understand and deal with persons who have this disease in our community.

These proactive policing strategies of the Sheboygan Police Department have annually reduced the crime statistics in the City and will keep Sheboygan one of the safest cities of its size in the United States.

Best Regards,

Mike Vandersteen, Mayor

## Police & Fire Commission 2014-2015



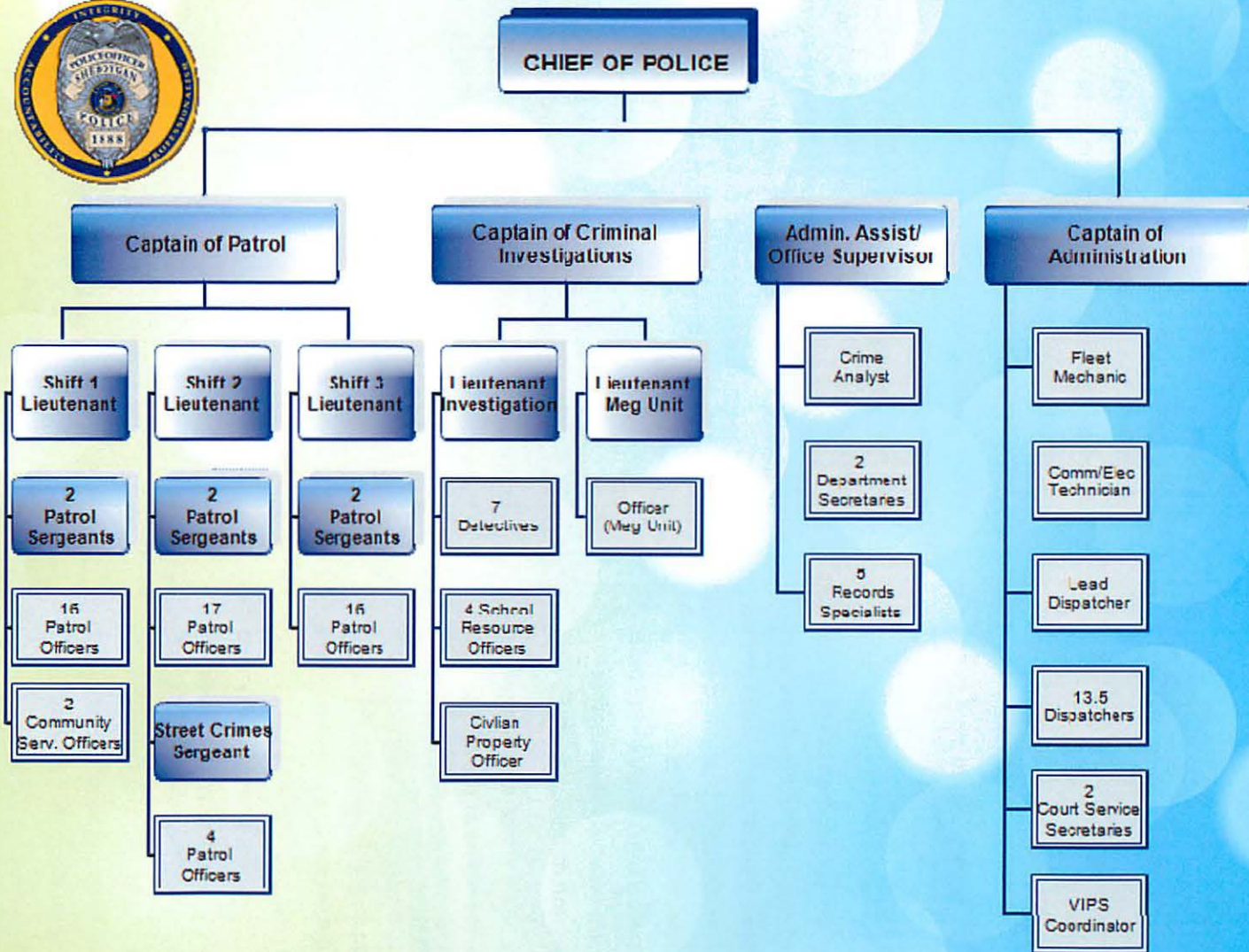
From left to right: Secretary Andrew Hopp, Commissioner Val Schultz, Commissioner Robert Lettre, Sr., President James Pragatz (Deceased), Commissioner Henry Jung

# 2013-2014 Alderpersons



City of  
**Sheboygan**  
spirit on the lake.

District	Wards	Alderperson	Address	Phone
1	1-3	Ty Dassler	2425 N. 9th Street	918-5588
		John Belanger	2622 N. 3rd Street	946-2738
2	4-9	David Van Akkeren	2110 Martin Avenue	287-3111
		Jodi Vander Weele		980-5400
3	10-12	Darryl Carlson	917 Bluff Avenue	452-3196
		Mike Damrow	1955 N. 4th Street	918-2115
4	13-15	Kevin Matichek	1114 N. 9th Street	254-1410
		Mary Lynne Donohue	418 St. Clair Avenue	458-1027
5	16-18	Billy Thiel	1703 N. 37th Street	918-0033
		Julie Kath	1730 N. 35th Street	458-0775
6	19-21	Mark Hermann	1441 Parkview Terrace	452-3297
		Bryan Bitters	911 Georgia Ave	452-5195
7	22 & 23	Don Hammond	4819 Ferndale Court	451-8992
		Susan Lessard	5016 Moenning Road	458-5662
8	24-26	Joseph Heidemann	4819 S. 12th Street	254-4203
		Jim Bohren	1526 Knoll Crest Drive	452-1777
		Chief Administrative Officer James Amodeo		459-3315



# SPD Table of Organization



## Chief Domagalski's Message

On behalf of the men and women of the Sheboygan Police Department, I am pleased to share with you the Sheboygan Police Department's 2014 annual report. You will find statistics, charts and lists that sum up the department's activities and accomplishments. However, many of the most important things we accomplish cannot be expressed in a diagram or a list.

Over the past five years I have emphasized how important it is for members of the SPD to build relationships with the people they serve. In 2014 we continued to focus much of our energy toward building and maintaining these relationships, because we recognize that in a free society the forces of law can only operate with community support and that trust between the police and the public is essential for a safe city. The Sheboygan Police Department is working with you to reduce the levels of crime, fear and disorder through a community-based, neighborhood focused and preventive policing strategy that is problem-oriented and data-driven.

Our neighborhood policing plan is based on the belief that neighborhoods are the building blocks of cities and that no two neighborhoods are alike; each has its own strengths and weaknesses, its own needs and assets. We accept that one of our responsibilities is to be a building block of the community. Your neighborhood officers are committed to working with you to solve community issues by employing new ideas, building partnerships with stakeholders, and keeping focused on the best interests of your neighborhood's safety.

While we have had many successes, we are constantly looking for ways we can do even better. We seek best practices and new ideas from across the country and occasionally we freely borrow from the best and implement those we believe we can make work for us. As a department we will try new ideas, learn from those that don't work and continue to promote and improve on those that do. Our success is directly related to our strong partnerships with our neighborhoods and businesses. I would also like to thank the Mayor, Chief Administrative Officer, the City Council and the Police and Fire Commission for their support. Their leadership has been essential to our success.

Lastly, we are proud of all we have accomplished in 2014 and we look forward to working with you on the challenges that lie ahead.

Respectfully,

A handwritten signature in black ink that reads 'Christopher Domagalski'.

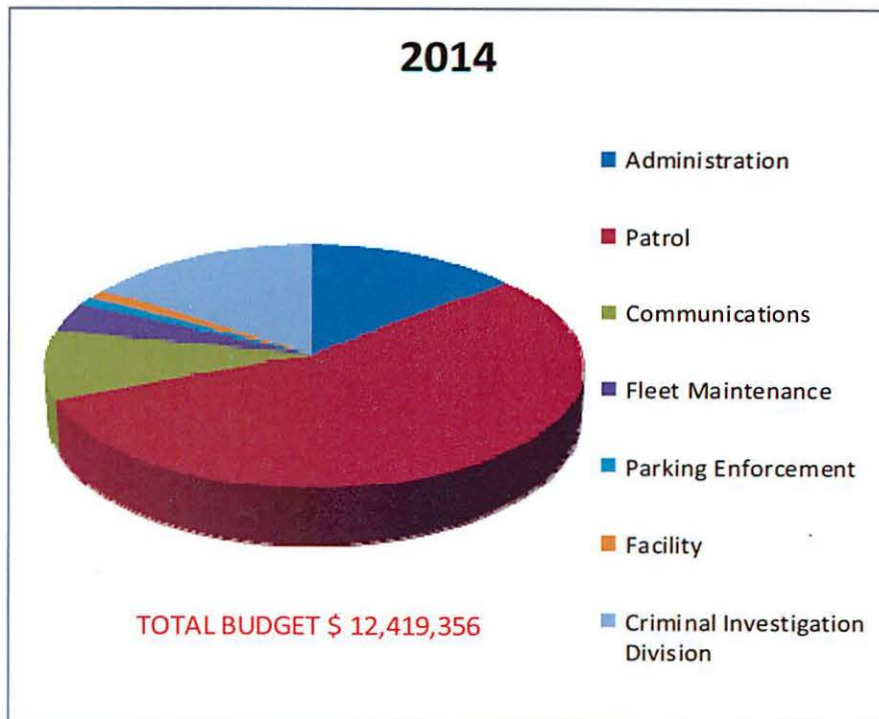
Christopher Domagalski

Chief of Police

Sheboygan Police Department



2014 Budget	
Administration	1,743,058
Patrol	6,831,278
Communications	1,111,018
Fleet Maintenance	467,953
Parking Enforcement	150,519
Facility	165,150
Criminal Investigation Division	1,950,380
<b>Total Budget</b>	<b>12,419,356</b>



### Internal Investigations

Fifteen (15) internal investigations were conducted in 2014. Of those investigations, ten (10) were initiated by the Department, and five (5) were citizen complaints.

### 2014 INTERNAL COMPLAINTS

INVESTIGATIVE FINDINGS	#
<b>SUSTAINED</b>	7
<b>NOT SUSTAINED</b>	3
<b>UNFOUNDED</b>	0
<b>EXONERATED</b>	0
<b>NO FORMAL COMPLAINT</b>	0

### 2014 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
<b>SUSTAINED</b>	0
<b>NOT SUSTAINED</b>	1
<b>UNFOUNDED</b>	2
<b>EXONERATED</b>	0
<b>NO FORMAL COMPLAINT</b>	2

- \*\*\* Sustained = The allegation is supported by sufficient proof.  
 Not Sustained = The evidence is not sufficient to prove or disprove the allegation.  
 Unfounded = The allegation is false or otherwise not based on valid facts.  
 Exonerated = The incident that occurred or was complained against was lawful and proper.

# 2014 Sheboygan Police Department Accomplishments

- ✓ Updated and published new policy manual, including the introduction of daily policy training bulletins.
- ✓ Established a Crime Analyst position in the department and obtained analytical software to better understand and use the data we collect.
- ✓ Provided Fair and Impartial Policing Training to all sworn personnel.
- ✓ Provided training to an additional 8 department members in Leadership in Policing (LPO) course.
- ✓ Provided Crisis intervention Training (CIT) to 17 department members.
- ✓ Graduated a department supervisor from the "Wisconsin Command College".
- ✓ Updated in-squad video system.
- ✓ Added the use of Facebook and Nextdoor to our social media platforms.
- ✓ Increased the quality of reporting and oversight of use of force and vehicle pursuits.
- ✓ Re-organized the supervisory table of organization to increase efficiency and increase supervisory development opportunities.
- ✓ Led collaborative partnership that provided educational talks on heroin and prescription drug abuse to over 1300 county residents.
- ✓ Led collaborative partnership that provided educational presentations regarding drugs and alcohol, focusing on making good life choices to over 5000 High School students in Sheboygan County.
- ✓ Expanded the Police Explorer program and integrated them into our crime prevention efforts.
- ✓ Partnered with other agencies to organize the 3<sup>rd</sup> annual Wisconsin Problem Oriented Policing Conference.
- ✓ Worked collaboratively with partners to maintain a prescription drug collection box and drop off events.
- ✓ Participated in over 100 community outreach activities including 22 neighborhood meetings.
- ✓ Updated equipment for forensically gathering and analyzing computer and digital evidence.

## 2015 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 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.

Continue partnership with Tavern Safety Coalition with emphasis on TIPS training related to over serving.

Continue ongoing heroin initiative to educate public on heroin issues to reduce overdoses.

**Expected Outcomes:** Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1315.

Individual crime targets as follows: of Robbery > or = 15, Aggravated Assaults >= 90,

Burglary > or = 150 and Theft > or = 1000.

Total Accidents > or = 1550

## **Goal # 2 – Build Community Trust**

**Activities:** Increase department messaging through the coordinated and timely release of information with an emphasis on Facebook to increase followers of social media.  
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.  
Expand Crisis Intervention Team training and awareness to include continued collaboration with mental health providers to increase awareness of mental health issues and resources available in the community.

**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.

- Identify areas of potential cost savings and/or process improvement.
- Work with City IT to complete ongoing implementation of Munis parking ticket solution.
- Maintain development of LEXIPOL policy and training module.
- Update in-squad computers and interview room video system.
- Continue training and planning for consolidated dispatch.
- Emphasize the connection of department values to daily decision making.
- Develop and host Crisis Intervention Training (CIT).
- Practice the judicious and impartial use of police authority. Integrate the Fair and Impartial policing curriculum into the PTO program.
- Develop warm zone training with the Fire Department.

**Expected Outcomes:** Operate within authorized budget.

- More efficient processing of parking tickets.
- More dependable systems and enhanced evidence.
- 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.
- Continue ongoing efforts with implementation of Peer support group.
- Continue Leadership in Police Organization training for all levels of the department.
- Build and maintain effective working relationship with Patrol Association.
- Implement culture survey within department to measure LPO progress.
- Continue with ongoing efforts to use Biz library as a training tool for civilian employees and develop training plans for individual employees.

**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.

## 2014 New Hires



Officer Michael  
Thielke



Officer Paul  
Graening



Telecommunicator  
Tracey Villa

Officer Michael Thielke was sworn in on March 17th, 2014 and Officer Paul Graening was sworn in on August 4th, 2014. Tracy Villa began employment in the SPD Communications Center in April.

## 2014 Promotions



Detective Eric  
Edson



Sergeant Shannon  
McKay



Sergeant Joel  
Kuszynski



Captain Kurt  
Brasser

Eric Edson was promoted to Detective on April 14th, 2014. Officers Shannon McKay and Joel Kuszynski were promoted to Sergeant on December 15th, 2014. Lt. Kurt Brasser was promoted to Captain on July 20th, 2014.

## 2014 Retirees



After nearly 29 years of service, Captain Bob Wallace retired from the Sheboygan Police Department in June of 2014.

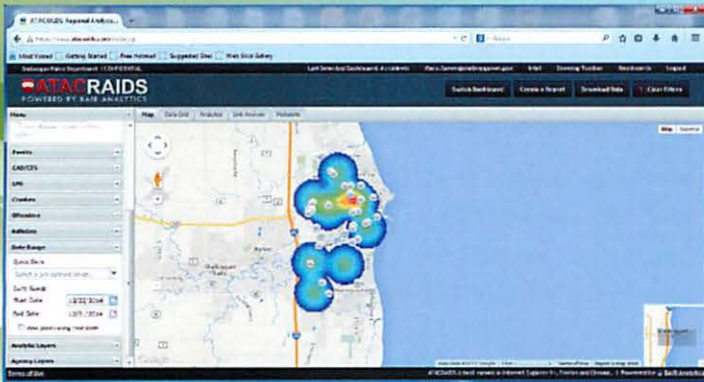
# New Technology



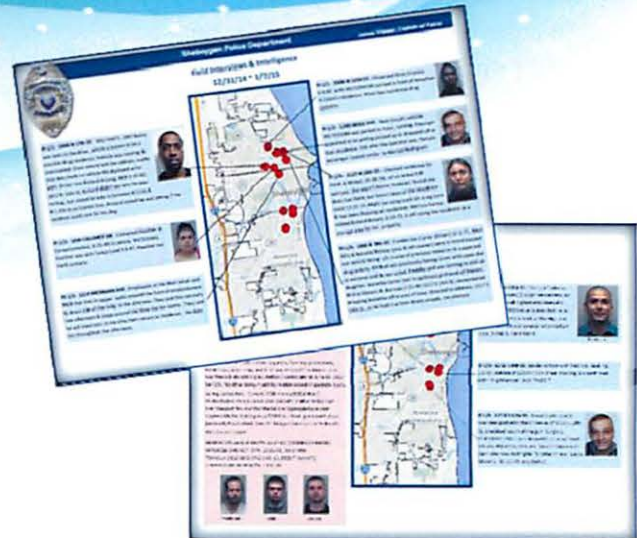
In 2013, the Sheboygan Police Department purchased ATAC (Automated Tactical Analysis of Crime) Workstation and ATACRAIDS (ATAC Regional Analysis and Information Data Sharing). ATAC Workstation and ATAC RAIDS provide powerful crime pattern analysis, predictive analytics, crime mapping and reporting to crime investigations and intelligence analysis. ATAC assists analysts in pattern identification, data mining, analysis and prediction of serial events, and communicating vital information efficiently.



Other reports include a burglary report for our criminal investigation division, as well as field interview and intelligence reports for sworn personnel.



Our crime analyst produces numerous reports throughout the work week by finding series, patterns, trends, and hot spots as they happen. These are generated into reports which are produced throughout the week. These reports explain the who, what, when, where, how and why of crime and incidents occurring in the community. With this information, we can develop effective tactics and strategies, intervening as soon as possible, preventing victimization and reducing crime.





# Administrative Services Division

*Captain Steve Cobb*

The Administrative Services division encompasses the communications center, electronics/communications, the police fleet, and court services office. In addition, the division is responsible for administering a process for hiring new personnel, training and career development of current personnel, policy management, and building/facility maintenance.

Police personnel attended a wide variety of ongoing specialized training necessary to maintain state of the art skills and our ability to provide competent service. These training sessions include Technical Traffic Accident Investigation and Reconstruction, Evidence Technician Certification, Basic Crisis Negotiation Training, Emergency Tactical Response, Crime Prevention through Environmental Design, and many other areas of expertise.

Early in the year, the Sheboygan Police Dept. capitalized on a grant opportunity and sent Lieutenant Doug Teunissen and Sgt. Kurt Zempel to the Hartford, MA area to be trained as instructors in the national curriculum for the Fair and Impartial Policing series. Following their certification as instructors, Lt. Teunissen and Sgt. Zempel provided an 8 hour FIP training block to every officer of the Sheboygan Police Dept. and several officers from neighboring jurisdictions. The training focused on scientific and research based perceptions of bias in policing, and strategies for avoiding those biases during day to day police operations.

In 2014, we continued to provide "Leadership in Police Organizations" training to eight of our personnel. 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 develop as an LPO Instructor for the State of Wisconsin and take an integral role in the success of the LPO program throughout the state.

Lieutenant Bill Adams attended the Wisconsin Command College. The Wisconsin Command College is a joint venture between the University of Wisconsin Certified Public Manager Program and the Wisconsin Department of Justice. Command College consists of 240 hours of instruction that occur over the course of nine months. The Command College course teaches 17 different topics that support the National Certified Public Manager (CPM) core competencies, including systemic integration, managing work, integrity, leading people, developing self, public service focus, and change leadership.

Over two sessions in 2014, 17 officers and supervisors attended a 40 hour Crisis Intervention Team curriculum. The Crisis Intervention Team (CIT) program is a community partnership of law enforcement, mental health professionals, mental health consumers and their families. The goal 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. Officers 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. Since the initial training courses, the Police Department has partnered with several entities within Sheboygan County to develop a local curriculum. The goal is to continue CIT training into 2015 and to make the CIT course available to every sworn law enforcement officer in Sheboygan County.

## Lexipol

In 2014, the Sheboygan Police Department published the new Lexipol policy manual. This policy manual is the product of a collaborative effort with Lexipol, a policy development company that specializes in police agencies. The policy content can roughly be divided into four areas of origin and importance: Federal Statute and Case Law, State Statute and Case Law, Regional Best Practices, and Discretionary Policy. Through the utilization of the law enforcement subject matter experts and legal professionals at Lexipol, our department will have a policy manual that is legally defensible and consistent with the best practices in contemporary law enforcement. The Lexipol knowledge management system is a web-based product that will enable our department to continually update and improve our department policy manual with the guidance and research provided by Lexipol's legal staff and subject matter experts. The service provides on-going policy training using daily training bulletins for all employees to train on different aspects of the policy manual daily. This will enable continuous improvement, keeping our agency and officers safe.



## 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.

## 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.



The Administrative Division has continued to act as the liaison with the Dept. of Planning and Development, to collaborate on matters of code enforcement and neighborhood revitalization. The product of this collaboration is translated directly into information for our police officers to employ tactics that reduce crime and increase the vitality of neighborhoods throughout the city.





# Criminal Investigation Division

*Captain Kurt Brassler*

The Criminal Investigation Division underwent some changes to assigned personnel in 2014. Captain Kurt Brassler was sworn in as Captain in July and was assigned to the Criminal Investigation Division, and Captain Veaser assumed command of the Patrol Division, having previously been assigned to CID. Officer Eric Edson, a former School Resource Officer at South High, was promoted to Detective in April.

The Criminal Investigation Division (CID) strives to serve the citizens of Sheboygan by providing expertise to resolve complex criminal cases and investigated several higher profile cases in 2014, including one homicide resulting in the arrest of a Sheboygan resident. In December, CID also investigated an attempted homicide involving a double shooting incident leading to the arrest of two individuals. In an ongoing effort to take an aggressive approach examining drug overdose incidents, the division investigated three fatal drug overdoses. Five individuals were ultimately arrested and charged for their various roles in connection with the deaths.

In 2014, the Criminal Investigation Division continued to work collaboratively with various outside agencies at both the State and Federal level. Several detectives are tasked to work closely with the Wisconsin Department of Justice ICAC (Internet Crimes against Children) task force. Following up on tips related to the distribution of child pornography led to the arrest of 7 individuals in 2014. The Sheboygan Police Department also participates in the US Marshal Fugitive Task Force in which a detective works closely with the Marshal Service to apprehend fugitives wanted for various violations of law. This collaborative effort led to the local arrest of a fugitive wanted in Illinois for homicide. Another detective serves as a member of the Milwaukee Federal Human

Trafficking Task Force. This detective served as a resource in numerous trafficking investigations for various law enforcement agencies and spoke at a number of law enforcement venues related to human trafficking. In 2014, she provided over 20 presentations to law enforcement, social service agencies, clergy, and other civic groups, related human trafficking. A joint investigation with the US Postal Service led the arrest of numerous suspects responsible for the theft of mail and subsequent fraud related to numerous incidents of identity theft throughout the area.

CID also strives to strengthen relationships within the retail community by working closely with a retailers group that meets routinely to exchange information, intelligence, and strategies targeting retail theft and fraud. The division also continued to focus on sex offenders residing in the community and worked closely with the Department of Corrections in 2014 to ensure compliance, notify the public when prolific offenders are released in the community, and investigate any related violations of city ordinance or state law.

CID combined resources with Sheboygan County Fire Investigation Team and Sheboygan Fire Department responding to eight suspicious fires in 2014, including one fatal.

In general, the division served 94 search warrants on various items and locations during the course of various criminal investigations including burglary, sexual assault, robbery, identity theft and fraud, forgery, and numerous others. The Division also handles all seizures related to criminal investigations. In 2014, this resulted in forfeiture actions and subsequent seizures of over \$9,000 in cash on one vehicle.

## 2014 Safety Town

Officers Hang Lor and Dana Fischer, while serving as School Resource Officers, collaborated with the Sheboygan Service Club and the Sheboygan Area School District to host Safety Town once again. Safety Town is a week-long program for children starting kindergarten in the fall. Officers Lor and Fischer worked alongside teachers to teach the children about pedestrian safety, poisons, strangers, guns, bus safety, fire safety, how and when to call 911, and much more. Children experience first-hand how to safely navigate the “streets” of Safety Town, a miniature town complete with traffic signs and buildings, while riding bikes and having fun.



## 2014 Junior Police Academy

In June of 2014, the Sheboygan Police Department held its annual Junior Police Academy, graduating 25 “recruits” from the program. Junior Police Academy is designed for middle-school aged students, ages 11-14. The week-long program covers basics of police operations including constitutional law, the court process, evidence collection, defense and arrest tactics, and traffic enforcement. Equally important, JPA enforces the Sheboygan Police Department’s core values: courage, leadership, accountability, teamwork, and integrity.





## Patrol Division

*Captain James Veeger*

The Patrol Division consists of the majority of sworn officers within the Sheboygan Police Department. Uniformed officers are frequently the initial point of contact that the public has with law enforcement. The reasons for these contacts vary greatly; a traffic accident or violation, being a victim of a crime, or needing medical assistance. Typically, a citizen may only have contact with law enforcement once in their lifetime and the professionalism of the officers can have a lasting impact on the overall perception of the police department. The Patrol Division strives to ensure the contact is handled properly and provides the required service.

Over the last several years, an organized effort of neighborhood-based, community-orientated policing has resulted in building many positive relationships with the community. The Patrol Division has been at the forefront of this effort by connecting officers to 75 individual neighborhoods. Officers take pride in establishing relationships with residents of their neighborhood and assisting with solving problems that range from criminal activity to quality of life issues. The residents of these neighborhoods appreciate the relationships that are being established and are reminiscent of a policing style of the past.

The Patrol Division also monitors activity throughout the City of Sheboygan by dividing the city limits into three sectors; North, Central and South. Each sector encompasses a certain number of neighborhoods based on geographic area. A shift Lieutenant and two Sergeants are assigned to a sector and are typically from a separate shift. This ensures communication across shifts regarding activities within a sector and effectively informing officers in case a similar pattern occurs within their assigned sector. This exchange of information significantly increases the effectiveness of police strategies when solving a problem that could impact the city as a whole.

One goal of the Sheboygan Police Department is to reduce crime and the fear of crime in the City of Sheboygan. Uniformed officers are actively pursuing that goal by deploying tactically in order to effectively meet that objective. This involves Hot Spot Policing, targeting Habitual Offenders and identifying emerging crime trends. Communication between Divisions and Shifts within the Sheboygan Police Department assists with this overall effort. The Patrol Division is the front line "Eyes and Ears" of the department due to officers observing and communicating with members of the community. The information generated by uniformed officers drives police strategies and assists with meeting objectives.

Communication is very important to an effective Patrol Division within a community. The initial contact and perception by the public: patrol officers communicating with each other and residents, and sectors being situationally aware of what is occurring throughout the city. There are many examples of communications occurring that involve the Patrol Division: Neighborhood Meetings, Roll Call, working alongside city departments, and attending community events as a representative of the Sheboygan Police Department. This effort continues to build the trust the community has with the Sheboygan Police Department.

In 2014, a number of supervisors were re-assigned to new positions while others were promoted. Captain James Veeger was re-assigned to Captain of Patrol after serving for 8 years as the Captain of Detectives. Officer Shannon McKay and Officer Joel Kuszynski were promoted to Sergeant of Patrol, 2nd and 3rd shift. Lt. Michael Williams was re-assigned to 1st Shift Patrol while Sgt. Kurt Zempel was assigned to the MEG Unit. Sgt. Michael Stelter was re-assigned to the Street Crimes Unit while Sgt. Scott Reineke returned to the Patrol Division. The re-assignment of supervisory personnel results in further career development for that particular officer and benefits the department as a whole.

## ***Absolutely 21 and Over***

Since 2011, the Sheboygan Police Department has conducted an initiative called "ABSOLUTELY 21 AND OVER". The overall objective is to reduce underage alcohol consumption in our community. The initiative is designed to prevent and protect minors from obtaining alcohol and to protect businesses from minors attempting to illegally obtain alcohol from their establishments. The effort benefits the whole community by proactively preventing alcohol-related problems and crimes in our community, especially during school breaks and holidays. The program is one part educational awareness and one part enforcement.

During the Christmas Holidays near the end of 2014, officers conducted 27 randomly picked business compliance checks utilizing Lakeshore Technical College Criminal Justice students. These underage students with valid photo identification would attempt to purchase alcohol from the businesses. If the businesses properly requested their identification prior to the purchase and refused, these businesses were congratulated for their diligence in preventing underage alcohol purchases and consumption. If not, various enforcement methods were levied. Of the 27 business checks, only four failed to follow proper identification protocols.

This year's 15% failure rate was significantly down from prior years. In fact, the first year showed a failure rate of 43%. The program's success has been a combination of educational awareness, enforcement, and cooperation between the police department and the business community. The original conception of "Absolutely 21 and Over" was headed by Officer B. Kehoe and is another example of individual officers within the Sheboygan Police Department solving problems and working with department members to address a quality of life issue in Sheboygan.

## ***Throttle Management***

In June of 2014, the Sheboygan Police Department initiated a project to identify and enforce exhaust system violations on all vehicles. Every year the Sheboygan Police Department receives numerous complaints of loud exhaust, often aggravated by excessive acceleration. This detracts from peaceful neighborhoods and creates a sense of disorder in our city. The idea was inspired by an effort in Washington County, WI, to address citizen complaints about illegal exhaust systems on motorcycles.

The purpose of the project was two-fold. First, identifying and enforcing violations of loud and/or defective exhaust and excessive engine acceleration; and second, educating violators in regards to applicable laws pertaining to exhaust systems. Violators were also asked to use "throttle management" and drive with caution and respect to our neighborhoods. Further community outreach was achieved through a press release and social media notifications.

At the end of the four month project, we found that traffic stops related to exhaust enforcement doubled from the previous year. We again plan to focus on exhaust violations in 2015.

## ***Sheboygan County Chamber of Commerce "Top Young Professional of the Year"***

In 2014, Sgt. Kurt Zempel was selected from a number of other young professionals within Sheboygan County to receive the Sheboygan County Chamber of Commerce "Top Young Professional of the Year". Zempel is the first Sheboygan Police Officer to receive this award and the department was proud of this accomplishment. It is a reflection of the high standards and professionalism of not only Kurt but other members of the Sheboygan Police Department.

His submission for consideration involved his work with the DDACTS (Data-Driven Approaches to Crime and Traffic Safety) program, being nominated for the UW-Oshkosh Distinguished Masters Research Award for his field project, "Putting Police in the Box: The effectiveness of Data-Driven Law Enforcement", receiving the prestigious UW-Oshkosh Steven Hintz award which recognizes academic excellence and community involvement, and participating in the county wide Heroin Initiative as a core committee member. This, along with his police duties, co-commander of the Emergency Response Team, Chairperson of the Explorer Post, supervisor of the crash/crime reconstruction team, member of the Honor Guard, coordinator of the SPD Podcast program, and daily Shift #2 activities led to recognition by the Sheboygan County Chamber of Commerce. Kurt remains active in the community along with being dedicated to his church and family.



# Crash and Crime Reconstruction Unit

In response to the need for greater expertise when investigating serious crimes and motor vehicle crashes, the Sheboygan Police Department maintains a Crash and Crime Scene Reconstruction Unit. The reconstruction unit responds to major crash and crime scenes and utilizes modern technology and investigative techniques to document and diagram the location of evidence at the scene.

This includes the use of a Total Station measuring device to obtain laser measurements of points on scene from which a three-dimensional computerized diagram can be generated. Once measurements of the evidence on-scene are obtained, reconstruction team members build a CAD diagram of the incident scene. This proves useful not only for assisting investigators in determining the underlying cause of crashes, but is also a useful aid for

courtroom presentation of the specific location of evidence at a crime scene.

The reconstruction unit has assisted in the investigation of fatal and serious motor vehicle crashes where felony charges were a possible result, as well as at major crime scenes including homicide investigations. The unit

includes three traffic crash reconstructionists who received training through programs at the Wisconsin State Patrol Academy and Northwestern University, as well as personnel with experience in surveying and computer-aided drafting (CAD). Members of the unit have extensive investigative experience which is critical in identifying relevant evidence and its significance to the investigation.



## Motorcycle Unit

The Sheboygan Police Department has had a Police Motorcycle Unit since 2000. The Motorcycle Unit, often called "Motor Units," is instrumental in supplementing the patrol division. Officers ride the police motorcycle from April-October (weather permitting). The Motor Unit currently has one 2008 Harley-Davidson Road King Motorcycle. Officers ride a combined average of approximately 1000 miles per year. There are 7 officers currently assigned to the Motor Unit.

Officers who are selected to the Motor Unit must perform at a high level, and demonstrate they are capable of handling this added responsibility. They apply to become a member of the unit to a Special Teams Selection Committee. Once an officer is selected, they attend a Police Motorcycle Operator Course co-sponsored by Northwestern University Center for Public Safety & Harley Davidson. This intensive 80-hour program develops the coordination, skill and confidence necessary for the officer to operate a police motorcycle safely and efficiently.

Motorcycle officers are assigned to geographic districts throughout the city on a daily rotation. They handle all

duties/responsibilities that they would when patrolling in a squad car. Yet, Motor Officers are also tasked with addressing specific traffic related problems and/or projects where the Motor Unit would be beneficial. The size and maneuverability of a police motorcycle makes it the ideal tool for addressing traffic problems and working to minimize traffic crashes.

In addition to these duties, Motor Officers also participate in parades and numerous community events. These are wonderful opportunities to interact with citizens and develop positive relationships with community groups.





## Honor Guard

The Sheboygan Police Department Honor Guard is a ceremonial unit within our department that represents the police department at formal, government and festive events. Most importantly, the Sheboygan Police Department Honor Guard represents the police department and its members, at funerals of police officers, both active and retired, in support for the family. This is performed in a respectful and dignified manner.

In 2014, the Honor guard participated in 5 law enforcement funerals, 3 parades, and 4 other local events in which the national colors were presented and posted.

The following officers are members of the Sheboygan Police Department 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

## 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. Members of the ERT 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 which occur in the community and minimize danger to officers, suspects and the public at large. The team also seeks to work collaboratively with the community to respond to the growing nationwide trend in workplace and school violence.

In 2014, team leader Shannon McKay and operator Joel Kuszynski were promoted to Sergeant of Patrol, creating two

openings on the team which were filled by new operators Spencer Wilson and Ryan Walloch. Officer Kent Huibregtse has replaced Sgt. McKay as the team leader, with Officer Brandon Kehoe stepping in as assistant team leader. The team also added Officer Rebecca Rupnick as a fourth crisis negotiator.

In 2014 the ERT conducted advanced training at several vacant properties in Sheboygan, including school emergency response training at the now-vacant Washington School. Team members 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.



2014 Statistics: Deployments: 1 Call Outs: 2 Demonstrations: 2

# 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 Sheboygan Police Department 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 2014, the MEG Unit provided 13 community talks to schools and professional groups concerning drug awareness and its impact on the community, as well as ways to protect themselves and report drug crimes.

The MEG Unit continued its focus on the heroin problem and its associated impact on the community, with seizures of more than 18 grams of heroin in 2014 and 10 drug trafficking organizations disrupted by MEG Unit investigations. Several large-scale conspiracy investigations into heroin dealers and their associates were initiated in 2014, and in some instances investigators have uncovered related human-trafficking crimes.

In 2014, the MEG Unit initiated approximately 75 new drug investigations which led to the arrest of 45 people charged with 151 drug related crimes. Investigators served over 15 warrants during undercover operations and seized cash, vehicles, guns, cocaine, marijuana, heroin, methamphetamine and various prescription pills. Over \$8,800 in proceeds from illegal drug activity were forfeited to the MEG Unit in 2014. The MEG Unit also discovered and eradicated 5 illegal marijuana grow operations with a total of 89 plants destroyed.



## Street Crimes Unit

The 2014 Sheboygan Police Department Street Crimes Unit (SCU) consisted of four City of Sheboygan Police Officers and one City of Sheboygan Police Sergeant. SCU was established in the mid 2000's to address the changing criminal activity in the City of Sheboygan.

In 2014, SCU focused its efforts 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 2014, SCU officers conducted over 50 knock and talks. Knock and talks are used when information is obtained from tips or interviews that there may be possible criminal activity, wanted people or behavior occurring that could disrupt a neighborhood. A knock and talk is where one or more police officers approaches a private residence, knocks on the door, and talks 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 2014, SCU officers conducted over 30 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 works together with patrol officers, detectives, and outside agencies to assist in investigations, apprehensions, intelligence gathering and arrests. At the end of 2014, a number of SCU officers were either re-assigned back to Patrol due to completion of their 3 year assignment or recent promotions. In 2015, Sgt. Michael Stelter will be the newly assigned supervisor along with three new SCU members. The Unit is an opportunity for officers to learn new skills and become more proficient in criminal investigations subsequently benefitting them in the future.

# School Resource Officers

The school resource officers are an integral part of the Criminal Investigation Division. Working in partnership with the Sheboygan Area School District, school resource officers provide security in the schools, investigate violations of law, and foster a positive relationship with the community. Each of the Resource Officers is trained to utilize the Step Wise Forensic interview technique allowing them to collaborate with Social Services to effectively interview children who may be victims of crime.

School Resource Officers routinely provide presentations to students teaching internet safety, active shooter, bullying, and other important topics. By working closely with school administrators, faculty, and students School Resource Officers routinely identify and resolve problems within the School District and strive to provide a safe learning environment for the community.

In January of 2013, Officer Kunding recognized a truancy issue at South High School. After identifying the issues contributing to the truancy problem,



Officer Hang Lor , Officer Dana Fischer , Officer Rebecca Rupnick, Officer Andrew Kunding

Officer Kunding identified the various stakeholders and then spearheaded a plan that collaborated efforts with school staff and the Sheboygan Municipal Court. By focusing efforts and resources on students with truancy issues, Sheboygan South saw a 17% decrease in unexcused absences and a 49% decrease in tardiness across the entire student body from the inception of the program to January of 2015.

## K-9 Unit



The Sheboygan Police Department 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. Both canines specialize in the detection of drugs.

In 2014, Sheboygan Police canines were involved in 257 deployments. The K9 teams were also used to identify

drug money, and assisted in the seizure of over \$11,000.

In 2014, K9 Bud and K9 Kramer's deployments resulted in 167 arrests for marijuana, cocaine, heroin, methamphetamine, or drug paraphernalia. Other miscellaneous arrests were for possession of drugs with intent to deliver, operating while impaired (drug driving), probation violation arrests, bail jumping violations, etc.

The Sheboygan Police Department not only recognizes the importance of drug interdiction, but also the need for drug prevention and drug education. In 2014, Sheboygan's K9 teams continued to provide demonstrations to schools, citizen police academies, youth organizations, and many other specialty groups.

The K-9 Unit is a proactive component that joins specific efforts to fight drugs in the community. The other components include the Sheboygan County MEG Unit and the Sheboygan Police Department Street Crimes Unit.

# Number of Law Incident Complaints for the City of Sheboygan Police Department in 2014: 23,885

This is a 3 % reduction of law incidents in comparison to 2013.

Note: In 2013, there were 24,577 law incident complaints.

## 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.



- ◆ Fingerprint submission
- ◆ Managing In-squad video recordings
- ◆ Accident reports
- ◆ Parking tickets
- ◆ Incoming mail
- ◆ Open records requests

In 2015, Records Division personnel will begin preparing to take on additional front desk duties as a result of joint dispatch in Sheboygan County.

We continue to move forward with modern technology, acquiring analytical software for a newly-created Crime Analyst position.

Records Division responsibilities are:

- ◆ Processing law incident reports
- ◆ Traffic citations
- ◆ Ordinance citations
- ◆ Criminal complaints
- ◆ Traffic warnings
- ◆ Entering property information

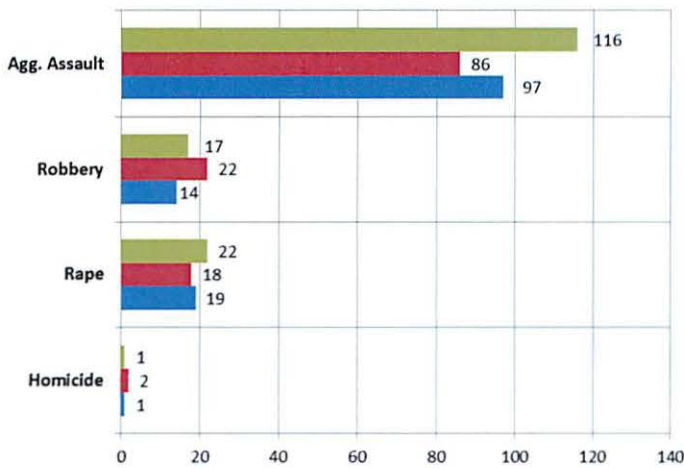


## Part I Crimes

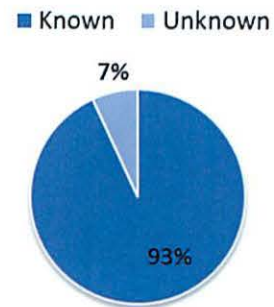
	Murder	Rape	Robbery	Agg Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2009	2	18	28	51	312	1539	49	7	2006
2010	1	20	22	69	216	1234	44	3	1609
2011	0	16	26	89	231	1165	50	5	1582
2012	3	19	21	126	262	1212	43	5	1692
2013	1	19	14	97	187	1023	31	6	1378
<b>Average</b>	<b>2</b>	<b>18</b>	<b>22</b>	<b>86</b>	<b>242</b>	<b>1235</b>	<b>43</b>	<b>5</b>	<b>1653</b>

	Murder	Rape	Robbery	Agg Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2014	1	22	17	116	161	1082	24	12	1435
5 YR Average	2	18	22	86	242	1235	43	5	1653
Difference (%)	-50%	22%	-23%	35%	-33%	-12%	-44%	140%	-13%

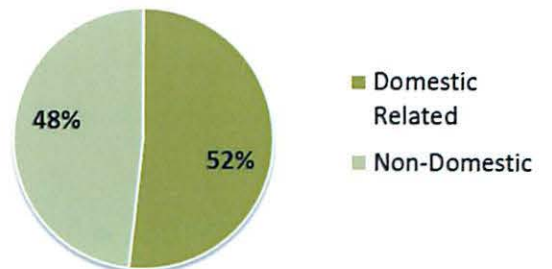
### Violent Crime



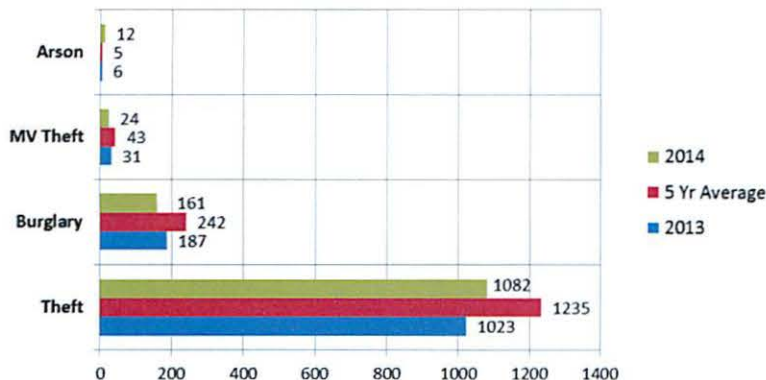
### Relationship



### Aggravated Assault



### Non-Violent Crime





Operating While Under the Influence 2014 Arrests	
Alcohol	237
Controlled Substance	13
Absolute Sobriety	4
<b>Total Arrests</b>	<b>254</b>

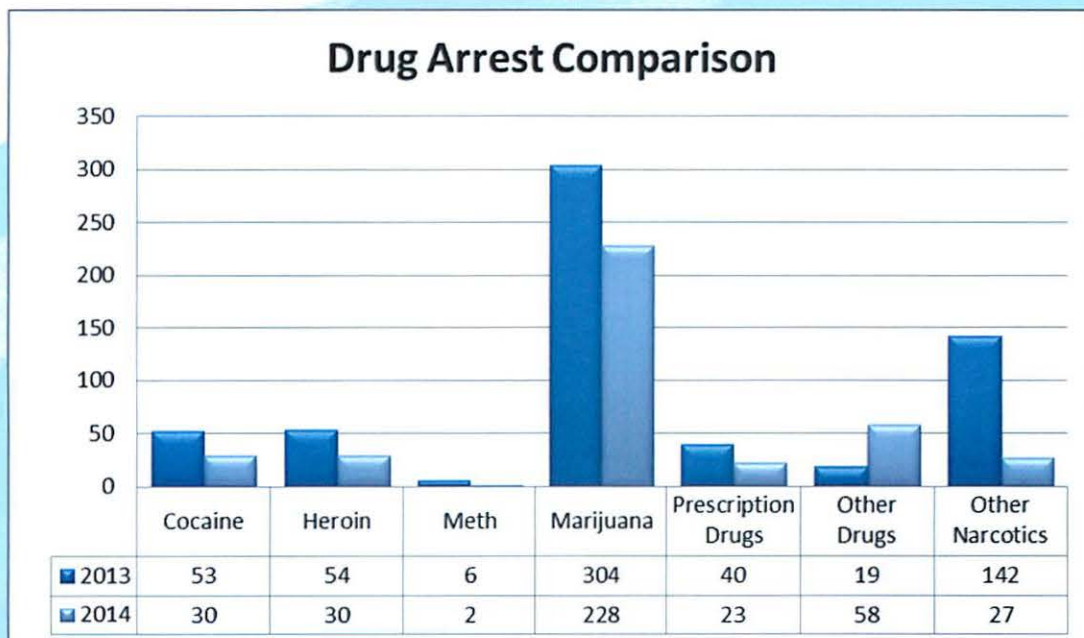
**Did You Know...**

- ✓ 493 people died on Wisconsin roads in 2014. Some deaths were caused by speeding or not wearing a seat belt, while others were caused by drunk driving.
- ✓ Wisconsin has the highest rate of drunk driving in the nation.

– Wisconsin Department of Transportation

2014 Drug Arrests	
Amphetamine/LSD	17
Cocaine	30
Heroin	30
Marijuana	228
Methamphetamine	2
Other Narcotics	27
Other Drugs	58
Prescription Drugs	23
Paraphernalia	266
Drug Trafficking	35
<b>Total Arrests</b>	<b>716</b>

The 2014 drug arrests include the Sheboygan Police Department and the Sheboygan County MEG Unit.

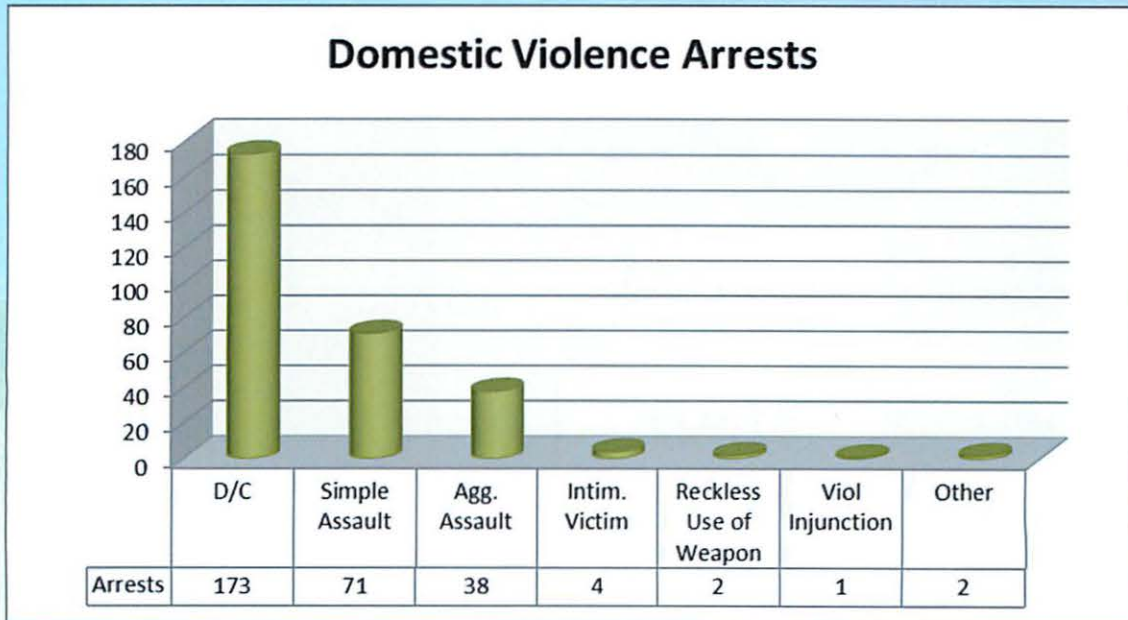




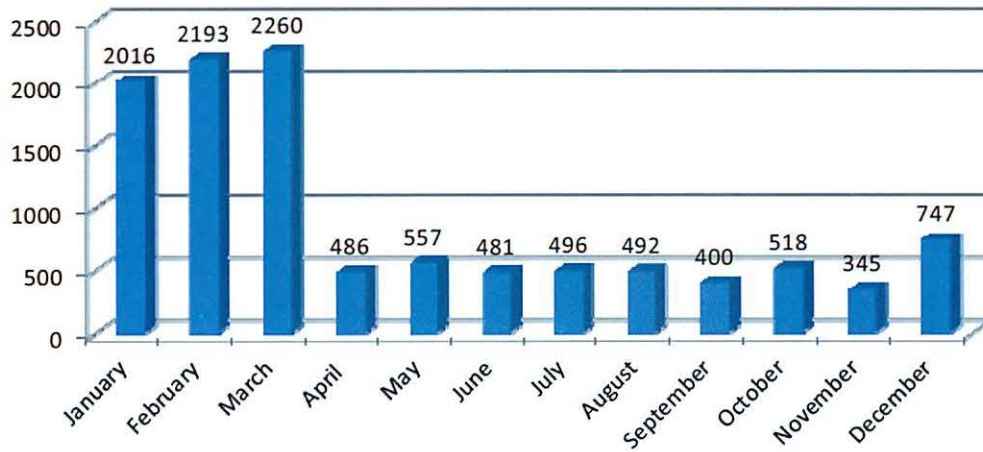
✓ In 2014, we had a reported 558 domestic disturbance incidents.

✓ Of these 558 incidents, 291 arrests were made.

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)



## Monthly Issuance of Parking Ticket Violations 2014



**2014 Total Tickets Issued - 10,991**



Accidents  
Investigated  
**1,720**

**Value Property Stolen**

**\$735,672**

**Value Property Recovered**

**\$1,922**

**Percent Recovered**

**11%**



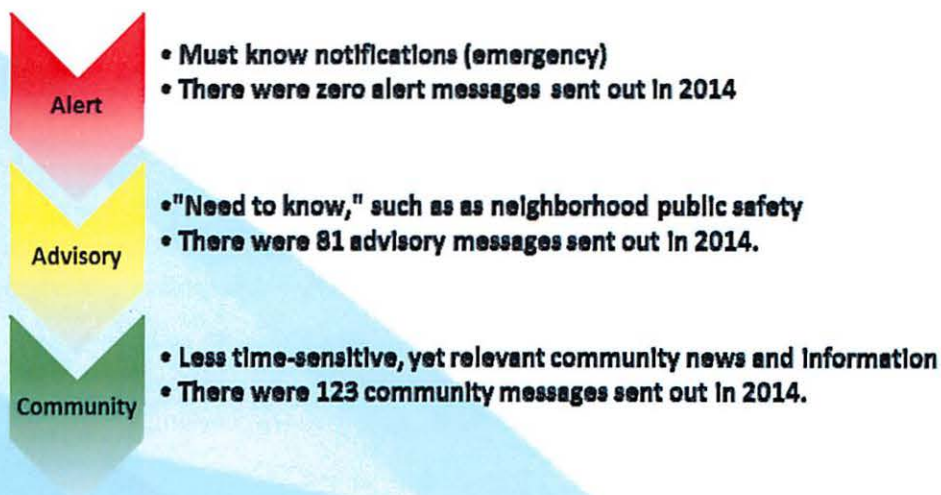
### SEARCH WARRANTS

98 search warrants  
were conducted in  
2014.

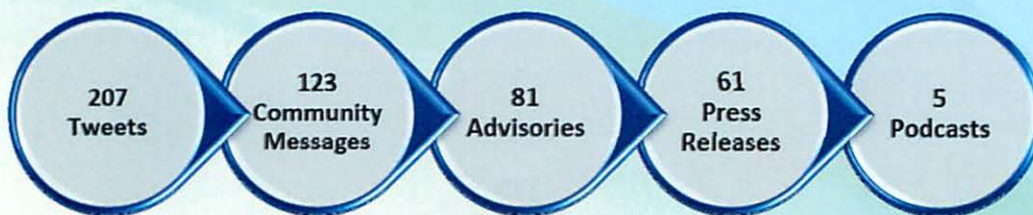
# 2014 Social Media



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. The Sheboygan Police Department sends out three types of messages via the Nixle Platform:



In March 2014, the Sheboygan Police Department joined Facebook and Nextdoor. Nextdoor is a social networking venue for neighborhoods in the United States. It allows residents to connect with people who live in their neighborhood. The department shares information regarding public safety, upcoming events and other initiatives, programs and services our agency participates with neighborhoods on Nextdoor. The City of Sheboygan has 34 neighborhoods that have launched with Nextdoor.



# 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. The Communications Center is currently staffed with fourteen (14) full time telecommunicators (which include a lead telecommunicator) along with one part time telecommunicator. The word "telecommunicator" is another word for "dispatcher".



Telecommunicator Jennifer Schleinz resigned from our department effective February 15, 2014. She had been employed as a telecommunicator with our department since June 5, 2000.

On 04/28/2014, our department hired Tracey A. Villa as a full time telecommunicator. She completed her training in September, 2014, and has been assigned to shift 3.

The Sheboygan Police Department Communication Center is one of the most modern dispatch centers within the area. The Communications Center provides 24/7 coverage while maintaining a minimum staffing level of three dispatchers on first and second shift and two dispatchers on third shift. The telecommunicators are responsible for dispatching police, fire and EMS services within the City limits of Sheboygan. In addition to being assigned to work in the Communication Center, a telecommunicator is also assigned to staff the police desk on first and second shift. The desk telecommunicator is responsible for data entry of different types of paperwork such as field interviews, accident reports, booking sheets, etc. as well as receiving

parking ticket monies, bail bond monies, handling phone complaints from citizens as well as providing customer service to citizens who walk in to the police department. The desk telecommunicator also assists with overflow telephone calls from the Communication Center.

In 2014, the Sheboygan Police Department accepted the responsibility of licensing dogs and cats for the City of Sheboygan.

During 2014 numerous school and civic groups toured the Communication Center and had the opportunity for an up-close and personal look at the equipment that is used on an everyday basis by the telecommunicators.

In 2014, Telecommunicator Alicia Wimmer and Kelli Kisiolek attended and graduated from Leadership in Police Organization (LPO) training. This training consisted of a total of three full weeks over a span of three months.

In October, 2014, Telecommunicator Sarah O'Connor spent a week in Rhinelander, WI, attending Communication Training Officer (CTO) training.

During 2014, in anticipation of the upcoming Sheboygan County Joint Dispatch consolidation, telecommunicators from the Sheboygan Police Department received several weeks of dispatch training at the Sheboygan County Sheriff's Department. Similarly, Sheboygan County Sheriff's Department telecommunicators received several weeks of dispatch training at the Sheboygan Police Department. Upon completion of the training, these telecommunicators will be utilized at both departments to maintain their dispatching skills. In 2015 additional telecommunicators from both departments will also receive the same training.



# Communications/Electronics & Fleet Services

Communications and Electronics Technician Russ Schreiner is responsible for the maintenance of a broad range communication and electronic systems for the police and all city departments.

He is also responsible for maintenance of the city's 911 communication center. Russ is also heavily involved with the county-wide radio system upgrade project and serves on the project technical review committee. He also is involved with the planning of the county combined dispatch center project.

Russ also assisted the fleet mechanic with the set-up of five new Ford SUV squads.

Fleet Operations Mechanic Dave Daniels has provided service to the department for the last 25 years.

In 2014, the Fleet Division built the second tier of Crown Victoria Police Interceptor replacements with the 2014 Ford SUV Interceptor.

The Ford Crown Victoria's have been the vehicle of choice for the past 20 years, however the remaining vehicles will be replaced in 2015.

In 2014, the in-car video system was upgraded using Coban Technologies.



# Property & Evidence

In 2014, Evidence/Property Officer Julie Lamb continued to monitor 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 2014:*

**3,930** property & evidence items brought in

- ✓ 327.5 items per month
- ✓ 2 items per hour

**210** bicycles tagged in

**121** bicycles donated to Rebike

**571** items sent to the Milwaukee Crime Lab

- ✓ 207 cases
- ✓ 26 trips

**1,675** evidence disposition forms sent out

**97** phones donated to Call to Protect

# Community Service Officers

The Sheboygan Police Department Community Service Officers (CSO's) are assigned to the Patrol Division. There are two CSO's who are non-sworn personnel but do have appointed limited enforcement powers which involve investigative functions. The CSO's support the mission of the police department by not only the enforcement of parking regulations, but addressing quality of life issues in the community. They are very much part of the department's neighborhood policing initiatives which involves partnering with other city departments such as Building Inspection and the Department of Public Works.

The Community Service Officers provide a wide range of support services, such as, enforcement of residential parking regulations, prohibited and time zone parking violations, 24 hour and meter parking violations, with a special emphasis on parking enforcement around our community's schools.

A large part of the CSO's duties is seeking out and enforcement action of abandoned vehicles. This issue affects the quality of life in neighborhoods within the community. As they patrol neighborhoods for abandoned vehicles, they also observe other nuisances which they will address themselves or partner with the Neighborhood Officer. This contributes to the maintenance of the neighborhoods for the residents,

## School Crossing Guards

There are six part-time School Crossing Guards and one substitute School Crossing Guard that are appointed by the City of Sheboygan and employed by the Sheboygan Police Department. School Crossing Guards are strategically stationed at six of the community's elementary schools that have the busiest and most congested school crossings in the city. They become part of the school's community by working closely with the elementary schools staff and getting to know the children and their parents who use them in crossing the



street on their way to and from school. The substitute School Crossing Guard has to be familiar with all of the six schools intersections that they may cover.

The School Crossing Guards work independently and in all weather conditions when the school is open in order to provide a safe crossing. They are on duty as the children head out of their homes to school and at the dismissal of the school day. The Neighborhood Patrol Officers and the Community Service Officers lend support to the School Crossing Guards with observation, traffic control and enforcement of the school zones.

In addition, the School Crossing Guard also observes their area for any suspicious people, activity, or children trouble, such as bullying, to provide a safe environment for children and their parents. If they observe traffic violations in their school zones, they can report them to the department and patrol officers can take enforcement action.

contributes to eliminating disorder and crime, and contributes to the quality of life for the entire community.

Additional duties of the CSO's include recovering stolen and abandoned bicycles and property; assisting with disabled motorists, traffic control, traffic studies; being involved in the community's special events, parades, festivals, along with lending assistance to locating lost or missing children investigations.

Of special note is CSO Meller who helps manage and oversee the deployment of the department's speed trailer, along with the collection of data and its analysis. He is also a non-sworn member of the department's Crash and Crime Reconstruction Unit. CSO Yang is called upon by members of the department and other city departments to assist in language translation during calls for service, investigations, and education.



## 2014 VIPs Staff



Connie Mehan, Marilyn Bohren, Jason Lawrence, Ethel Pillman, Tom Riemann  
Kristi Lawrence, Jeanne Pethan, VIPs Coordinator Penny Weber, Mary Ann Dickfoss

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 nine 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 the patrol division by serving 514 city subpoenas and collecting traffic data.

VIPs collects and sorts all drugs from the prescription drug drop off box. During 2014 they collected 1,452 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 2014 they fingerprinted 157 individuals.

Our VIPs staff also acts as role players for training exercises and assists in Municipal Court by doing clerical work, and acting as a court monitor twice a month during evening court.

If you would like more information about the volunteers or would like to volunteer, please contact Penny Weber, Coordinator at 459-3338 or [penny.weber@sheboyganwi.gov](mailto:penny.weber@sheboyganwi.gov).

### 2014 Service Hours

Subpoena Service	460.50	Retail Theft Data Collections	15.25
Court Services - Clerical	302.50	Role Play for Training	13.25
Municipal Court -Clerical, Court Monitor	252.75	Special Event Signs, Parade Monitor	11.75
Prescription Drugs Sort	227.75	Replenish Forms	8.75
Neighborhoods, community groups	96.50	Other	33.75
WI Data Collection	69.00	Coordinator	159.50
Records-Clerical	65.50		
Community Policing Tasks	48.00	Total Volunteer Hours in 2014	1,870.25
Fingerprints	46.25		
Assessment Center assistance	25.75		
Duplicate Internal Forms	16.75		
Tours	16.75		

# Explorer Post 2881

The Sheboygan Law Enforcement Explorer Post had another great year in 2014 and we are very thankful for the department's support. After the annual "Open House" in October, the membership increased to 26 Explorers. The post is open to young men and women ages 14 (and completed the 8th grade) to 21 with an interest in learning more about careers in the field of Law Enforcement. These young adults are provided opportunities to see the work of law enforcement, first hand, and consider the many career options available.

The group is overseen by Sgt Kurt Zempel. Officer Alex Jaeger is the lead advisor and Officers Fickett, Stephen, Walloch, Wilson, and Knez are associate advisors. Brittany Zemba, a former Explorer of our post who works as a corrections officer at Kettle Moraine Correctional Facility, is an adult advisor who can provide unique experiences from her employment to the post. Vong Lao, a former explorer who turned 21 this year and is a graduate of Lakeshore Technical College's Criminal Justice Program, has rejoined our post as an adult advisor as well.

The Explorers are very appreciative of the guest speakers from the police department who have presented their special assignment/duties. These demonstrations/presentations have sparked a great deal of career interest, helping our Explorers focus their career and educational goals.

The Post was able to participate in the 2014 Fox Valley Explorer Competition, competing against roughly 20 Explorer Posts from throughout the state of Wisconsin. Our practicing in traffic stops proved beneficial as the participants earned a 2nd place award.

This year, the post's advisors held a "cook-out" dinner at the Kiwanis Park shelter for the Explorers and their families. During the dinner, many of the Explorers received awards for their dedication, commitment, leadership, and skill. They were then able to demonstrate some of the skills they had learned including a mock traffic stop, handcuffing, and professional communication. This was very well received and will most likely be a yearly event.

The "group outing" this year was held at I-Combat in Waukesha. This is an indoor laser tag facility that has structures and rooms that provide realistic opportunities for participants to practice their room clearing, team building, communication, sound tactics, and weapon control. These scenarios proved difficult and very intense, but the group had a lot of fun with plans to make another trip there.

## Community Engagement in 2014:

**Bicycle Rodeo:** The Explorers assisted Officer Fickett in the bicycle safety course for area youth. This provided them an opportunity to build upon their leadership and communication skills and there was a great turn out in 2014.

**Independence Day Bike Corral / Information Booth:** The Explorers led the police department's first ever Bicycle Corral program during the Independence Day festivities. This program promoted/encouraged the use of non-motorized transportation for attendees of the festivities at Deland Park as well as the South Pier area. The goal was to increase positive contacts and lower the amount of vehicular traffic in a congested area. Explorers maintained information booths and bicycle corrals for attendees to obtain information and have their bicycles kept secure while taking part in the day's events

**Alzheimer's Walk:** For several years now, Explorers from our post have been requested by the organizers of the Alzheimer's Walk that originates in Kohler and utilizes the Old Plank Road Trail that parallels State Highway 23. The Explorers assist with traffic control, parking, and providing direction to participants which provides them additional opportunities to build upon their communication skills.

**Parade Duty:** Explorers volunteer to prepare the holiday/event parade routes, placing "No Parking" signs along the route. Explorers assist the police department by barricading traffic routes and ensuring that traffic will not pass through the parade. The volunteers then assist in clearing the route of signage and barricades.

**National Night Out Walk Against Crime:** Explorers assist the Sheboygan Countywide Crime Stoppers in the annual neighborhood walk. This walk encourages community stakeholders to participate in drawing awareness for the need to unite as a community to combat and prevent crime. Explorers assisted in blocking traffic for participants, speaking with and greeting attendees, and one Explorer braved the heat dressed as McGruff the Crime Dog. Participation in this event built upon the Explorers' communication and leadership skills.



### Explorer Post 2881 Vehicle Courtesy Check Program

2014 saw the implementation of a new project to help reduce crime in Sheboygan. The Sheboygan Police Department's vehicle courtesy check program, conducted with the help of the Sheboygan Law Enforcement Explorer Post, were intended to reinforce the simple steps vehicle owners can take to substantially reduce their chances of becoming a victim of theft. Law Enforcement Explorers inspected vehicles to look for obvious risk factors, such as unlocked doors and valuables in plain view, leaving a "report card" on all inspected vehicles letting owners know how they did. Neighborhood police officers would then follow up immediately with owners of failing vehicles to encourage them to correct the risk factors and hopefully prevent a crime from occurring.

So far, the program has conducted inspections six times -- twice in each of three neighborhoods which were identified as being "hotspots" for thefts from vehicles, one of the most preventable types of crime. Historical data shows that vehicle owners who leave valuables in sight inside an unlocked vehicle are far more likely to have their property stolen, but the opposite is true as well -- removing valuables and locking vehicles significantly lowers the chance of a theft occurring.

In total, 869 vehicles were inspected, with hundreds of owners and residents contacted by officers and Explorers in the targeted neighborhoods to discuss crime prevention. The numbers of passing and failing vehicles were compared from the first and second rounds of inspections to see if risk factors for thefts from vehicles were impacted.



In the first round of inspections, more than 41% of vehicles received failing grades, due to factors ranging from cash or electronics sitting out in open vehicles or even keys in the ignition. During repeat inspections of the same "hotspot" neighborhoods, the rate of failing vehicles dropped dramatically, to less than 16%. That translates to more than a 50% reduction in failing vehicles for each of the three neighborhoods.

The Sheboygan Police Department plans to continue the vehicle check program as part of our strategy to engage with community members most impacted by crimes to work together toward greater improvements in crime reduction, prevention and security.

# Community Outreach

## 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, 2014, over 37.8 million neighbors across 16,124 communities in celebration of National Night Out. In Sheboygan, there was music, food trucks, local law enforcement, Sheboygan Fire Department as well as many activities for the kids. This year's National Night Out featured guest speakers were Chief Christopher Domagalski, Sheriff Todd Priebe, and Mayor Michael Vandersteen.



## 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 were provided for children who do not have a helmet.



## Making Spirits Bright

December 1, 2014, several employees and family members from the Sheboygan Police Department volunteered at the Making Spirits Bright Holiday Light Display at Evergreen Park. The light display is organized by the Sheboygan County Rotary Clubs as a food drive for the Sheboygan Food Bank. This year over 20,000 cars drove through the light display, and over 70,000 pounds of pantry items were collected for the Food Bank. Numerous volunteers were involved over the holiday season, and the Sheboygan Police Department was proud to be represented by the employees and their families willing to brave the cold for a great cause.



## Law Enforcement Torch Run

Every June, officers and civilian staff from the Sheboygan Police Department join law enforcement agencies from across Wisconsin for the Law Enforcement Torch Run. Each volunteers his or her time to raise funds for Special Olympics, an organization which provides year-round sports opportunities for athletes eight years and older with intellectual disabilities. Volunteers ran, biked, or drove from the Sheboygan Police Department to Sheboygan Falls, Kohler, Plymouth and Elkhart Lake. From there, several volunteers made the trek to Stevens Point to join thousands of other law enforcement personnel and athletes from around Wisconsin in the annual Special Olympics state summer games.

Last year, Officer Dean Wendlandt again volunteered his time as head coach for the City of Sheboygan swim team. Our local athletes practiced hard for many weeks, which paid off when several were awarded medals at the state games- including some for 1st place! In addition, Officer Brian Krueger volunteered his time to organize the Sheboygan leg of the Torch Run, which brought together personnel from organizations throughout Sheboygan County to raise money for Special Olympics. Officer Dana Fischer has also participated in Special Olympics events throughout the year, including rappelling and volunteering in the "Over the Edge" events at Lambeau Field and Miller Park.



## Christmas 2014



# Lunch Buddies

Employees of the SPD often have the opportunity to act as mentors and role models for the youth of our community. Sometimes this occurs informally while working their regular assignments and sometimes formally through programs administered by the department or other agencies. A good example of this in action in 2014 was the participation by several of our employees in the Lunch Buddies Program sponsored by the Big Brothers Big Sisters of Sheboygan County.

Volunteers for this opportunity are screened by the Big Brothers Big Sisters. Then they are paired up with an elementary school child who may benefit from meeting with someone who can provide them with companionship and guidance. Mentors try to meet with the child they are paired with on a weekly basis. These interactions take place at our local elementary schools and can include activities like eating together, talking, playing games and forming a one-on-one relationship with the child.

Employees of the department are encouraged to participate in programs like the Lunch Buddies to help our cities' children who may be in need. According to Big Brothers Big Sisters some of the positive results for the child from these interactions are usually improved self-confidence, an increased ability to express feelings, improvements in decision making, and better school performance and attendance for the child.

Another benefit from these meetings for the community is increased access by other children and school faculty to our employees. This should result in increased security and safety in and around the elementary schools. Not only because of our presence, but also because it provides an opportunity for adults to express problems or concerns to us which leads to collaborative problem solving. Our personnel involved in this program find it to be a very rewarding experience and often they mentor more than one child over time.

# Gateway Sheboygan Project

In 2010 the Sheboygan Police Department, the City Planning Department, the Common Council, Mayor, City Administrator, Sheboygan Neighborhood Pride and a group of committed residents and businesses in the Gateway Neighborhood partnered to transform and revitalize the Gateway Neighborhood. Along the way a neighborhood association was founded and additional partners

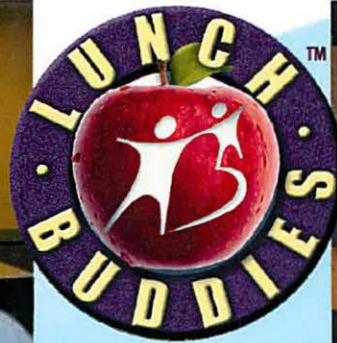
were added; including Habitat for Humanity, US Bank and Kohler Co. All of us are committed to the goal of building livable and healthy communities.

In 2014 we began to see some of the hard work begin to sprout new life. We are thankful to our partners that worked with us to reduce crime in this neighborhood, as well as replace problem properties with new community friendly properties that will generate neighborhood well-being. We are also excited to work with the new families that will be calling this neighborhood their home. We are grateful that they have chosen to become stakeholders in this neighborhood. We look forward to working with them to increase the social capital and cohesion necessary for the neighborhood to thrive.





Sgt. Dave Anderson is pictured here with his lunch buddy.



*A special program of  
Big Brothers Big Sisters*



Officer Charlet Endsley and her lunch buddy share a smile.

## ***Partnerships with Local Schools***

During 2014 the Sheboygan Police Department again prioritized the goal of building greater community trust. In order to achieve this it was decided to prioritize activities that would increase the number of direct contacts that we have with our citizens, not during calls for service, in hopes to foster even greater collaboration. Another priority was to increase our interactions at local schools to enhance the security and safety in and around their buildings.

Officers who work during school hours have been attending public roll calls, walking through their neighborhoods, patrolling around the schools, providing security talks, participating in the Lunch Buddies Program, and working with school officials on various safety and educational projects. Here is an example of one officer's efforts to try and help us achieve these goals.

In the beginning of the 2013-2014 school year a public roll call was held at the Leadership Academy Charter School. This school is located in the Gateway Neighborhood which has been prioritized for revitalization by the City of Sheboygan. After this occurred, individual officers interacted with several different classrooms of students. This led to a discussion between the neighborhood officer

Charlet Endsley and Principal Henseler about how the children could benefit from being around our officers on a more regular basis.

Since then, Officer Endsley has been meeting with each of the classrooms from the school once a month. Principal Henseler describes these interactions as "having a huge positive influence on the children". According to Henseler, "One third of the children at the school come from a poor socioeconomic status and for some of the students their only other interactions with law enforcement before this have not been positive experiences".

Officer Endsley's presentation topics have varied but many are related to safety and also the education of children about the profession of law enforcement. The SPD supports these types of activities because we hope to increase the chances that these children will be comfortable interacting with police officers and maybe even encourage some of them to consider pursuing a career in law enforcement. We would hope in the long term that some of these children will see the investment our officers make in our community and chose to make that same commitment here in Sheboygan in the future.

# 2014 Sheboygan Police Benevolent Association Service Awards



The Sheboygan Police Benevolent Association Awards Ceremony was held on Friday, March 14th, 2014 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.



Detective Tamara Remington

## Police Officer of the Year Awards:

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.



Officer Charlet Endsley

## 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 Dustin Fickett



Officer Todd Danen

## 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.

*The Gateway Neighborhood Association*



## 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.



Captain Bob Wallace



Officer Brent Vreeke



Sgt. Shannon McKay



Officer Jason Pacey



Officer Steve Schnabel



Officer Matt Heimerl



Cassandra Wohlgemuth



Mary Danen

## Civilian Employee of the Year Awards:

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.



# SPD ANNUAL REPORT 2014

The Sheboygan Police Department's 2014 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.



**Sheboygan**  
Police Department

1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081  
(920)459-3333

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

Find us on  
**f** Facebook [Sheboygan Police Department](https://www.facebook.com/SheboyganPoliceDepartment)

 [@Sheboygan\\_PD](https://twitter.com/Sheboygan_PD)

I

Hearing No.           - 14 - 15. March 16, 2015.

Pursuant to notices published by the Finance Director/Treasurer, a hearing will be held this evening regarding the concrete paving of S. 32<sup>nd</sup> St. from Crocker Ave. to Washington Ave.

All interested persons will be heard.

PUBLISH - March 5, 2015 (classified)

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

CONCRETE PAVING:

S. 32<sup>nd</sup> Street from Crocker Avenue to Washington Avenue

PUBLIC NOTICE is hereby given, that assessments have been made according to law, and the same will be open for review and correction by the said Department of Public Works at their office in said City 10 days from and after March 6, 2015, between the hours of 7:30 A.M. and 4:00 P.M. on each day except Saturdays, Sundays and Holidays.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on March 16, 2015, at 6:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvements, if any, shall be paid by the City

SUSAN RICHARDS  
City Clerk

*March 16th  
CC. [initials]*

I

Hearing No.       - 14 - 15. March 16, 2015.

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2014 against all benefited property in Parking District I for the assessment of the cost of operation and maintenance thereof.

All interested persons will 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 2014 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. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> 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 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> 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 March 16, 2015 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo  
Chief Administrative Officer

PUBLISH FEBRUARY 27, 2015 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
ACCOUNT NO. 60112538

I

Hearing No. \_\_\_\_\_ - 14 - 15. March 16, 2015.

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2014 against all benefited property in Parking District II for the assessment of the cost of operation and maintenance thereof.

All interested persons will 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 2014 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. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> 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 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> 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 March 16, 2015 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo  
Chief Administrative Officer

**PUBLISH FEBRUARY 27, 2015 LEGAL NOTICE**

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

I

Hearing No.       - 14 - 15      . March 16, 2015.

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2014 against all benefited property in Parking District IV for the assessment of the cost of operation and maintenance thereof.

All interested persons will 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 2014 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. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> 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 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> 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 March 16, 2015 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo  
Chief Administrative Officer

PUBLISH FEBRUARY 27, 2015 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
ACCOUNT NO. 60112538

I

Hearing No.        - 14 - 15. March 16, 2015.

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2014 against all benefited property in Parking District V for the assessment of the cost of operation and maintenance thereof.

All interested persons will 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 2014 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. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> 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 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> 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 March 16, 2015 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo  
Chief Administrative Officer

**PUBLISH FEBRUARY 27, 2015 LEGAL NOTICE**

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

II

R. O. No.     - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting various license applications.

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

---

COMMERCIAL OPERATORS LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2570	Lakeshore Property Services	3301 N. 33 <sup>rd</sup> St.

TEMPORARY CLASS "B" BEER

<u>No.</u>	<u>Name</u>	<u>Address</u>
1497	D'Werdenfelser Schuhplattler	2133 N. 22 <sup>nd</sup> St. - one-day event to be held 4/25/15 in the St. Dominics gymnasium.
3080	Mad Yarn Theatre Co.	1202 N. 8 <sup>th</sup> St. - one-day event to be held 3/29/15 in the performance area of the Paradigm.
3110	Sheb. Falls Conservation	1202 Wildwood Ave. - one-day event to be Held 4/12/15 at the Lakers Ice Center, 1202 Wildwood Ave.

Consent

**II**

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY PLAN COMMISSION. March 16 2015.

Your Commission to whom was referred R.O. No. 255-14-15 by the City Clerk submitting a communication from CVS Store #10549 Sheboygan, WI, being a signed and notarized Certified Survey Map; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 10, 2015, and after due consideration, recommends approval of the Report of Officer.

*Consent*

\_\_\_\_\_  
Director of Planning and Development

II

R. O. No. 255- 14 - 15. By CITY CLERK. March 2, 2015.

Submitting a communication from CVS Store #10549 Sheboygan, WI, being a signed and notarized Certified Survey Map.

*City Plan  
as a file.*

*Susan Richards*

---

City Clerk

II

92

Handwritten text, possibly a signature or name.



Gail L. Beaulieu  
Legal Assistant, Real Estate  
One CVS Drive  
Woonsocket, RI 02895  
Gail.Beaulieu@cvscaremark.com  
Phone: (401) 770-7031  
Fax: (401) 765-7887

February 26, 2015

Sent Via UPS Overnight Mail

City of Sheboygan Dept of Planning and Development  
Attn. Steve Sokolowski  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081

Re: CVS Store #10549 Sheboygan, WI

Dear Mr. Sokolowski:

Enclosed with regard to the above location is the Certified Survey Map signed and notarized by CVS.

Thank you for your assistance with this closing.

Sincerely,

A handwritten signature in cursive script that reads "Gail Beaulieu".

Gail L. Beaulieu  
Legal Assistant, Real Estate

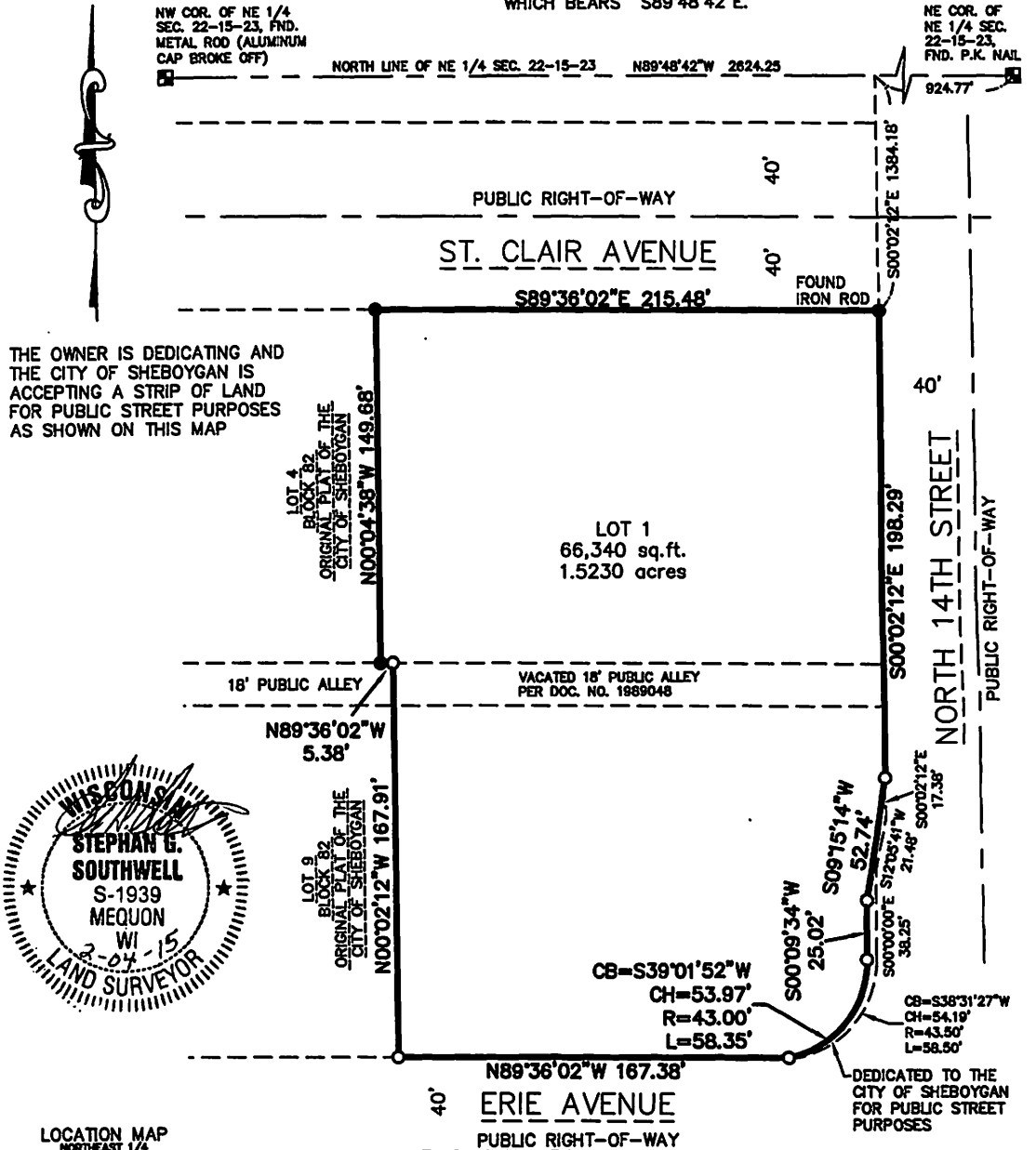
Enclosures

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

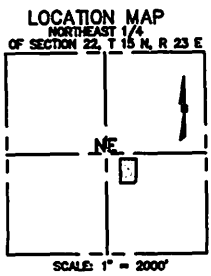
A division of Lots 1, 2, 3, 10 and 11, part of Lots 4, 9 and 12, and a portion of an 18' vacated public alley, in Block 82, in the Original Plat of the City of Sheboygan, in the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.  
ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SECTION 22, T 15 N, R 23 E, WHICH BEARS S89°48'42"E.



THE OWNER IS DEDICATING AND THE CITY OF SHEBOYGAN IS ACCEPTING A STRIP OF LAND FOR PUBLIC STREET PURPOSES AS SHOWN ON THIS MAP



**R.A. Smith National, Inc.**

*Beyond Surveying and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-787-7373 www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

S:\165936.dwg  
CS101L.dwg SHEET 1

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lots 1, 2, 3, 10 and 11, part of Lots 4, 9 and 12, and a portion of an 18' vacated public alley, in Block 82, in the Original Plat of the City of Sheboygan, in the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN        }  
  :SS  
SHEBOYGAN COUNTY        }

I, STEPHAN G. SOUTHWELL, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and a division of Lots 1, 2, 3, 10 and 11, part of Lots 4, 9 and 12, and a portion of an 18' vacated public alley, in Block 82, in the Original Plat of the City of Sheboygan, in the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin:

COMMENCING at the Northeast corner of said 1/4 section; thence North 89°48'42" West along the North line of said 1/4 section 924.77 feet to a point; thence South 00°02'12" East 1384.18 feet to a point on the West line of North 14th Street and the point of beginning of lands to be described; thence continuing South 00°02'12" East along said West line 215.68 feet to a point; thence South 12°05'41" West along said West line 21.48 feet to a point; thence South 00°00'00" East along said West line 38.25 feet to a point; thence Southwesterly 58.50 feet along said West line and the arc of a curve whose center lies to the West, whose radius is 43.50 feet and whose chord bears South 38°31'27" West 54.19 feet to a point on the North line of Erie Avenue; thence North 89°36'02" West along said North line 171.68 feet to a point; thence North 00°02'12" West 167.91 feet to a point on the South line of said Lot 4; thence North 89°36'02" West along said South line 5.38 feet to a point; thence North 00°04'38" West 149.68 feet to a point on the South line of St. Clair Avenue; thence South 89°36'02" East along said South line 215.48 feet to the point of beginning.

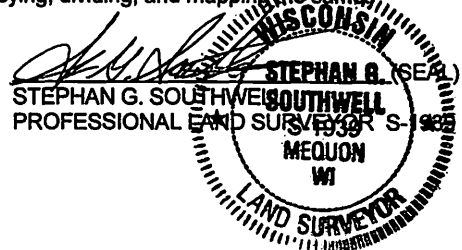
Containing 66,721 square feet or 1.5317 acres.

THAT I have made such survey, land division and map by the direction of CVS 10549 WI, L.L.C., owner.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Municipal Codes of the City of Sheboygan, in surveying, dividing, and mapping the same.

02/04/15  
DATE



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lots 1, 2, 3, 10 and 11, part of Lots 4, 9 and 12, and a portion of an 18' vacated public alley, in Block 82, in the Original Plat of the City of Sheboygan, in the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

CVS 10549 WI, L.L.C., a Wisconsin limited liability company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of the City of Sheboygan Municipal Code.

CVS 10549 WI, L.L.C., does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Sheboygan

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed by

Toni A. Motta, its Assistant Secretary, this 26 day of February, 2015.

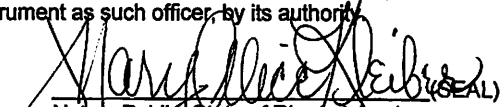
CVS 10549 WI, L.L.C., a Wisconsin limited liability company

By:   
Toni A. Motta

CVS LEGAL APPROVAL:  
Hinckley, Allen & Snyder LLP  
Daniel L. Monger

STATE OF RHODE ISLAND }  
  :SS  
PROVIDENCE COUNTY        }

PERSONALLY came before me this 26 day of February, 2015, the above named Toni A. Motta, to me known to be the person who executed the foregoing instrument, and to me known to be such Assistant Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer, by its authority.  
*STE*

 (SEAL)  
Notary Public, State of Rhode Island  
My commission expires \_\_\_\_\_  
Mary Alice Kleiber  
Notary Public  
State of Rhode Island

My Commission Expires 03/13/2016



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of Lots 1, 2, 3, 10 and 11, part of Lots 4, 9 and 12, and a portion of an 18' vacated public alley, in Block 82, in the Original Plat of the City of Sheboygan, in the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

CITY OF SHEBOYGAN PLANNING COMMISSION APPROVAL

This Certified Survey map is hereby approved by the Planning Commission of the City of Sheboygan on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SECRETARY

CITY OF SHEBOYGAN COMMON COUNCIL

APPROVED by the Common Council of the City of Sheboygan in by Resolution No. \_\_\_\_\_ signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MICHAEL VANDERSTEEN, MAYOR

\_\_\_\_\_  
SUSAN RICHARS, CITY CLERK



THIS INSTRUMENT WAS DRAFTED BY STEPHAN G. SOWELL,  
PROFESSIONAL LAND SURVEYOR S-1939

# III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Hammond. March 16, 2015.

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

III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Hammond. March 16, 2015.

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 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

**III**

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Hammond. March 16, 2015.

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 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

III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Hammond. March 16, 2015.

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 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

III

Res. No.          - 14 - 15. By Alderperson Belanger. March 16, 2015.

A RESOLUTION directing a public hearing to be held in connection with change in the text of the City's Official Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(8)(d).

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 TEXT OF THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 20, 2014, 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 text of the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment in the text of the Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations is to amend Section 15.206(8)(d).

*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

III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Belanger. March 16, 2015.

A RESOLUTION directing a public hearing to be held in connection with change in the text of the City's Official Zoning Ordinance to amend the text of the City of Sheboygan Zoning Ordinance in Section 15.034 Definitions so as to amend Section 15.034.

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 TEXT OF THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 20, 2014, 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 text of the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment in the text of the Zoning Ordinance is to change the text of the City of Sheboygan Zoning Ordinance in Section 15.034 Definitions so as to amend Section 15.034.

*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

**III**

Res. No.     - 14 - 15    . By Alderpersons Hammond and Carlson. March 16, 2015.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed concrete paving of S. 32<sup>nd</sup> St. from Crocker Ave. to Washington Ave.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the Department of Public Works for the proposed concrete paving of S. 32<sup>nd</sup> St. from Crocker Ave. to Washington Ave., are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

*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



II

R. O. No. 224 - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

*Lusan Richards*  
City Clerk

*Law & Co*  
*2/2/15 - grant all lic except hold Goetsch, Kropuenske, McKenjie*  
*2/16/15 - hold Kropuenske, McKenjie*  
*3/2/15 - hold McKenjie*  
*grant Kropuenske*  
*3/16/15 - grant McKenjie*

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's Steinhaus & Tavern	1502 S. 12 <sup>th</sup> St. - four-day event to be Held 10/1/15 to 10/4/15 to include current premise and intersection of S. 12 <sup>th</sup> St. & Clara Ave.

2943	Superior Bar & Grill	2607 Superior Ave. - one-day of event to be include current premise and the northwest corner of parking lot.
------	----------------------	--

"CLASS B" LIQUOR LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3107	Luz De Luna (Reserved)	920 Michigan Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0653	Abstetar, Joseph M.	103 S. Lincoln Dr., Howards Grove
0660	Aguiluz, Karen E.	120A Superior Ave.
9857	Campbell, Jennifer K.	4155 S. 16 <sup>th</sup> St.
0656	Chavez, Amanda M.	1320A S. 19 <sup>th</sup> St.
0663	DeGroff, Anthony R.	619 Levans Ave., Sheb. Falls
8406	Franzen, Amirah D.	1122 S. 13 <sup>th</sup> St.
8545	Goetsch, Nathan A.	944 Green Acres Dr., Sheb. Falls
0664	Gottsacker, Nathaniel D.	2318 S. 15 <sup>th</sup> St.
8665	Grunow, Felicia M.	508 Blackstock Ave.
0658	Hulbert, Tracy L.	1612 N. 7 <sup>th</sup> St.
0654	Johnson, Lori K.	2103B Calumet Dr., New Holstein
0655	Morton, Ian M.	W3926 Orchard Rd., Elkhart Lake
8714	Sneen, Jasmine S.	639 Monroe St., Sheb. Falls

1.8



for

about 1/2 inch

2223 Teetzen, Deana L.  
0657 Tullberg, Daniel J.  
0661 Vanic, Patrick R.

19 Blackfoot Trl.  
1728 S. 14<sup>th</sup> St.  
3732 N. 12th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3049	G & G Massage	2602 N. 15 <sup>th</sup> St.

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6703	Kropuenske, Lynn M.	716 Superior Ave.
8177	McKenzie, David J.	1216 S. 9 <sup>th</sup> St.
5357	Roethel, Kari L.	1015 Willow Ave.

# VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. March 16, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 244-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

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

*0684	Gonzalez, Mary Elizabeth	634 Huron Ave.
-------	--------------------------	----------------

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

TAXICAB DRIVER LICENSE (December 31, 2015)

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

0677	Perez-Velo, Erik Francisco	1623 Saemann Ave.
------	----------------------------	-------------------

*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

VII

R. C. No.     - 14 - 15. By LAW AND LICENSING. March 16, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 256-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2016)

No. Name Address

\*3113 Phillips 66 905 Indiana Ave.

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

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

No. Name Address

3112 Black Stone 1402 S. 8<sup>th</sup> St.

CLASS "C" WINE LICENSE (June 30, 2016)

No. Name Address

3112 Black Stone 1402 S. 8<sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No. Name Address

5840 Coenen, William F. (Club) 4106 N. 46<sup>th</sup> St.  
9922 Gutke, Madeleine E. 719A Greendale Rd.  
0689 Kelly, Joseph M. 510 Riverview Ct., Deforest  
0687 McElroy, Mecca L. 1828 N. 9<sup>th</sup> St.  
\*0685 Morado, Alina N. 604 N. 13<sup>th</sup> St.

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

0688 Roethel, Carrie S. 1740 S. 14<sup>th</sup> St.  
0686 Schoerner, Makayla A. 1220 S. 19<sup>th</sup> St.  
8891 Timilsaina, Lekhanath 2632 Georgia Ave., #22  
5263 Wagner, Tracy L. 2114 N. 18<sup>th</sup> St.  
0691 Wilsing, Amanda J. 3515 N. 10<sup>th</sup> St.

Consent

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0570	Anderson, Anthony G.	1941 N. 12 <sup>th</sup> St.

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

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

Committee

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

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

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

**VI**

R. C. No. \_\_\_\_\_ - 14 - 15. By FINANCE. March 16, 2015.

Your Committee to whom was referred R. O. No. 257-14-15 by the City Clerk submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2015; recommends that the Report of Officer be accepted and placed on file and to approve the request.

*Consent*

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

Committee

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

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

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

II

Other Matters

8.4

R. O. No. 257-14-15. By CITY CLERK. March 2, 2015.

Submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2015.

*Insert  
approve.*

*Susan Richards*  
\_\_\_\_\_  
City Clerk



February 24, 2015

Common Council  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2015.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David O. Gass".

David O. Gass  
President

A handwritten signature in black ink, appearing to read "Dave Hoffman".

Dave Hoffman  
Manager

**VI**

R. C. No.           - 14 - 15          . By PUBLIC WORKS. March 16, 2015.

Your Committee to whom was referred a copy of R. O. No. 258-14-15 by the Director of Planning and Development requesting to close N. 7<sup>th</sup> St. from New York Ave. to Wisconsin Ave. and New York Ave. from N. 7<sup>th</sup> to N. 8<sup>th</sup> St. all Thursdays from June 25, 2015 to September 10, 2015 from 1:00 p.m. to 11:00 p.m. for the Levitt AMP Sheboygan Concert Series; recommends that the Report of Officer be accepted and placed on file and to approve the request.

*Consent*

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

Committee

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

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

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

II

3.2

R. O. No. 258 - 14 - 15. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
March 2, 2015.

Submitting a request from Chad Pelishek, Director of Planning & Development, to close N. 7<sup>th</sup> Street from New York Avenue to Wisconsin Avenue and New York Avenue from N. 7<sup>th</sup> Street to N. 8<sup>th</sup> Street all Thursdays from June 25, 2015 to September 10, 2015 from 1:00 PM to 11:00 PM for the Levitt AMP Sheboygan Concert Series.

PP&S  
and  
Pub. Wks.  
|  
approve

---

Director of Planning &  
Development

**VI**

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. March 16, 2015.

Your Committee to whom was referred R. O. No. 258-14-15 by the Director of Planning and Development submitting a request to close N. 7<sup>th</sup> Street from New York Avenue to Wisconsin Avenue and New York Avenue from N. 7<sup>th</sup> to N. 8<sup>th</sup> Street all Thursdays from June 25, 2015 to September 10, 2016 for the Levitt AMP Sheboygan Concert Series; recommends that the Report of Officer be accepted and placed on file and to approve the request.

*Consent*

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

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

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

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

II

3.2

R. O. No. 258 - 14 - 15. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
March 2, 2015.

Submitting a request from Chad Pelishek, Director of Planning & Development, to close N. 7<sup>th</sup> Street from New York Avenue to Wisconsin Avenue and New York Avenue from N. 7<sup>th</sup> Street to N. 8<sup>th</sup> Street all Thursdays from June 25, 2015 to September 10, 2015 from 1:00 PM to 11:00 PM for the Levitt AMP Sheboygan Concert Series.

PP&S approve.  
and  
Pub. Wks.

---

Director of Planning &  
Development

3.5



428

**VI**

R. C. No.      - 14 - 15. By PUBLIC PROTECTION AND SAFETY. March 16, 2015.

Your Committee to whom was referred R. O. No. 259-14-15 by the City Clerk submitting a communication from Amanda Hildebrand requesting bringing more awareness and caution to the area of Bethlehem Lutheran School by having signs posted on S. 12<sup>th</sup>, Georgia Ave. and S. 11<sup>th</sup> St. indicating the "Speed Limit is 15 mph when Children are Present"; recommends that the document be placed on file.

*Consent*

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

Committee

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

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

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

II

3.3

R. O. No. 259 - 14 - 15. By CITY CLERK. March 2, 2015.

Submitting a communication from Amanda Hildebrand requesting bringing more awareness and caution to the area Bethlehem Lutheran School by having signs posted on S. 12<sup>th</sup> St., Georgia Ave. and S. 11<sup>th</sup> St. indicating the "Speed Limit is 15 mph When Children Are Present".

~~PP/S.~~  
JLC

Susan Richards  
City Clerk

## Richards, Susan

---

**From:** Hildebrand Amanda <Amanda.Hildebrand@kohler.com>  
**Sent:** Wednesday, February 25, 2015 8:32 AM  
**To:** Richards, Susan  
**Subject:** Speed Limit Posting Near School

Hello Susan,

I was provided your name by John Samuels. I am the parent of a student at Bethlehem Lutheran School in Sheboygan (1121 Georgia Avenue Sheboygan 53081). Bethlehem is a private school of about 150 students grades 4K-8<sup>th</sup>. Currently, the posted speed limit around the school is 25 mph. Because there is no parent parking lot, parents must park on the streets of either 12<sup>th</sup>/Georgia, Georgia, or 11<sup>th</sup>/Georgia. Drivers frequently speed by without slowing down to even the posted speed limit.

Helping my daughter in and out of the car on the driver's side is a hazard that makes me uneasy each day. It is possible that drivers are not aware Bethlehem is a school. I propose bringing more awareness and caution to the area by having signs posted on 12<sup>th</sup>, Georgia, and 11<sup>th</sup> St indicating the "Speed Limit is 15 mph When Children are Present".

I have spoken with several parents who agree and share my concern and we'd love to see this proposal taken for consideration. I am happy to help however I can. Please let me know what the next steps would be to move this proposal forward.

Link to Google Maps:

<https://www.google.com/maps/place/Bethlehem+Lutheran+School/@43.739626,-87.719303,15z/data=!4m2!3m1!1s0x0:0x2b1ba920409ca0dc>

Respectfully,  
Amanda Hildebrand

706 Hillside Dr  
Sheboygan, WI 53081  
(920)889-9015

**VIII**

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. March 16, 2015.

Your Committee to whom was referred Res. No. 153-14-15 by Alderperson Heidemann authorizing advertising for bids for the line striping of the rotary traffic circle located at the intersection of S. 8<sup>th</sup> St. and Indiana Ave.; 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

IIIIV

**III**

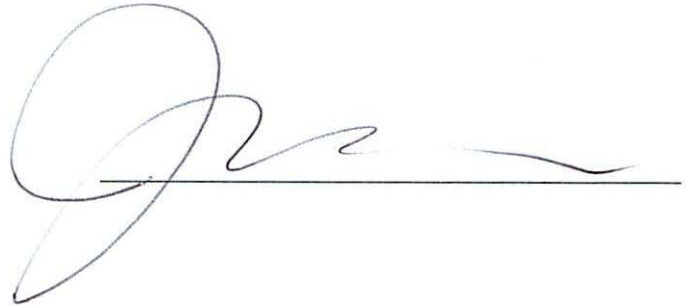
54

Res. No. 153 - 14 - 15. By Alderperson Heidemann. February 16, 2015.

A RESOLUTION authorizing advertising for bids for the line striping of the rotary traffic circle located at the intersection of S. 8<sup>th</sup> Street and Indiana Avenue.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the line striping of the rotary traffic circle located at the intersection of S. 8<sup>th</sup> Street and Indiana Avenue 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*



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. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. March 16, 2015.

Your Committee to whom was referred Res. No. 154-14-15 by Alderperson Heidemann requesting the acceptance of a Conservancy Master Plan for Park property owned by the City of Sheboygan, located at the intersection of Rangeline Road and CR J, known as the Bur Oak Property; 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

IIIIV

III

5.5

Res. No. 154 - 14 - 15. By Alderperson Heidemann. February 16, 2015.

A RESOLUTION requesting the acceptance of a Conservancy Master Plan for Park property owned by the City of Sheboygan, located at the intersection of Rangeline Road and CR J, known as the Bur Oak Property.

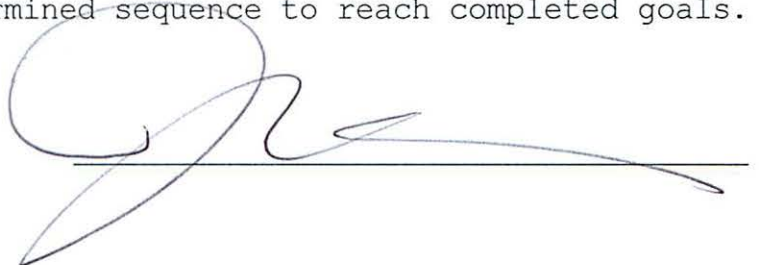
WHEREAS; the property was donated in 2005 to the City of Sheboygan for the purpose that the development will complement and extend the mission of Maywood.

WHEREAS; a partnership was formed between Maywood, City of Sheboygan and Glacial Lakes Conservancy to determine the program objective for the site.

WHEREAS; Maywood and Glacial Lakes Conservancy have accepted the attached Conservancy Master Plan for the Bur Oak Property.

RESOLVED: That the appropriate City officials are hereby authorized to accept this Master Plan as a comprehensive working document from which site development can proceed in a predetermined sequence to reach completed goals.

*Pub Wks.  
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

III

10

THE UNIVERSITY OF CHICAGO  
LIBRARY

# Conservancy Master Plan

E. H. May Environmental Park

Property Stewardship and Enhancement Committee

# Bur Oak Conservancy and Outdoor Laboratory

---

David R. Kuckuk

January 21, 2014

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### INTRODUCTION

This Bur Oak Conservancy and Outdoor Laboratory master plan outlines recommendations for the use and development of the Bur Oak property in such a way as its development complements and extends the mission of Maywood. It is intended to be a comprehensive working document from which site development can proceed in a predetermined sequence to reach completed goals spelled out in a site plan. A site plan consists of the following four steps:

- Step 1: Conduct a survey
- Step 2: Analyze site's suitability
- Step 3: Select alternative designs
- Step 4: Prepare the site plan

Parts of steps 1 and 2 have been conducted by Maywood Staff, Property Stewardship and Enhancement Committee (PSEC) members, interns, and the Glacial Lakes Conservancy, which will enable some work to begin immediately. However, the vegetation survey, as an example, is incomplete and some site plan details will rely on the completion of the vegetation survey prior to work commencement.

#### STEP 1 – CONDUCT A SURVEY

Upon being deeded to the City of Sheboygan in 2005, Glacial Lakes Conservancy conducted a site assessment of the 35-acre parcel to establish a baseline from which annual monitoring will insure that development and use of the property are within the requirements of conservancy land. As a result, the *Garton Conservation Easement* was created in 2006 documenting many of the property's natural and human-made features, specifications and legal description, and set monitoring data points for annual reference.

To assist in the process, two UW-Stevens Point students, hired through Maywood, conducted a vegetation survey in the summer of 2005. Using 24 quadrants of the property, a cursory vegetation survey was created. Since the survey was done only once in summer, it serves as a good starting point, but additional seasons should be surveyed to establish a complete picture of all plants at Bur Oak. The vegetation survey is one element necessary in identifying the exact location for trails, education/research stations, and any enhancements to the property.

The above mentioned partners (i.e. Maywood, City of Sheboygan, and Glacial Lakes Conservancy) should determine the program objectives for the site. The objectives will clarify the anticipated frequency and size of visiting groups, the types of uses deemed appropriate, and any property restrictions due to seasonal changes/hazards, flora/fauna sensitivity, and research project sensitivity. The objectives identified will determine the extent of development necessary to accommodate groups, satisfy education/research project needs, and maintenance equipment requirements. To date, the primary objectives of the site are for environmental education and research. A secondary use is passive recreation (e.g. birding and interpretive walks). Features that support these activities will be examined in another chapter.

As part of the survey process, it will be important to identify the seasonally wet areas and the movement of water through the property. Some areas may need drainage improvements. The pine plantation along Rangeline Road, which often has standing water among the trees, indicates that the drainage is no longer functioning the way it did at the time the trees were planted.

The *Garton Conservation Easement* as prepared by Glacial Lakes Conservancy (GLC) documents many of the property's natural features through soil surveys, topographic maps, baseline photos, aerial photos, and orthophotos. Therefore, a good amount of the groundwork has been completed. It is suggested that work on creating a complete vegetation survey continue, drainage issues be identified, and program objectives outlined. Preliminary recommendations for trail locations, including trail surface recommendations, will be included in this document, but are subject to change based on the results of the three areas needing completion listed in above.

### STEP 2 – ANALYZE SITE SUITABILITY

With the exception of identifying the drainage issues listed in step 1, the survey information included in the baseline documentation of the *Garton Conservation Easement* (GCE) has all of the information needed to determine the suitability of the site. Given the use/development restrictions documented in the GCE, program objectives identified by PSEC, and budgetary limitations of the Environmental Park Trust and the City of Sheboygan to maintain the property, development will be kept to a minimum compared to Maywood, the property steward of Bur Oak.

### STEP 3 – SELECT ALTERNATIVE DESIGNS

This step is usually essential to acquire as much community “buy-in” and meet the desires and concerns of the community. However, as a satellite parcel to Maywood, with the purpose of furthering its mission, alternative designs will be up to PSEC.

### STEP 4 – PREPARE THE SITE PLAN

What follows in subsequent sections of this master plan is meant to be fluid, changing with new discoveries about the property, new educational objectives, and new research opportunities. Hopefully, it will serve both as a springboard to the development of a detailed Bur Oak site plan and also as a reference point to maintain the original vision and purpose of Bur Oak. It is also hoped that this document will serve as a small measure of gratitude and appreciation shared among all involved in this project for the generosity and environmental compassion of the Garton family.

## BUR OAK VEGETATION

Bur Oak has several plant communities represented. As defined by John T. Curtis in *Vegetation of Wisconsin*, they include the following: “southern mesic forest, southern lowland forest, and southern weed community.” Also present, but not designated as a specific community by Curtis is the pine plantation.

Each of the Curtis plant communities has dominant species which determine the community classification. However, the southern weed community is a result of abandoned farming, allowing the fallow field to become reclaimed by whatever seeds happened upon the land. The young pine trees are evidence of the succession taking place as seeds from the pine plantation have taken root among the many weed species.

Curtis also lists associated plants that could be expected with each community, but will vary among specific sites based on slight combination variations of soil type, topography, density of dominant species, and other natural and human influenced environmental impacts. Based on these correlations of dominant and associated plant species, as part of future vegetation surveys, it is recommended that surveyors keep a list of less common to rare plants for each community so their infrequent presence is not overlooked.

Because of its diversity of plant communities, changes in topography, proximity to the Pigeon River, vernal and permanent ponds, and range of tree ages/size classes, it is anticipated that the property should also be rich in wildlife species. In the Research Project Suggestion section of this document, a wildlife survey and potential species are listed for future study.

Listed in the *Garton Conservation Easement* is a 2005 vegetation survey conducted by two UW-Stevens Point interns. The survey is a useful start and its use of 24 quadrants may be the best method for additional surveys. The 2005 survey was conducted once in the summer. Therefore many of those plants more obvious in other seasons were missed. There are also some entries that appear questionable, and any additional surveys would help confirm this initial survey. As future surveys are conducted, it is highly recommended that a standardized procedure and recording method be used, regardless of who conducts the survey.

The *Garton Conservation Easement* has been assembled in a 3-ring binder and contains the “2005 Bur Oak Vegetation Survey”. The binder format conveniently allows for future surveys to be inserted, thereby complementing and validating any information collected previously.

## VEGETATION MANAGEMENT

The “2005 Bur Oak Vegetation Survey” will be helpful in determining some aspects of vegetation management. However, some very obvious issues are present and should be addressed immediately, even without a complete vegetation survey. At some point, a vegetation management plan may be necessary to insure that the composition and health of the property’s vegetation continues to provide benefit to wildlife, educational objectives, and research potential. A vegetation management plan will detail all of the proposed aspects of vegetation management, prioritize the projects, and provide information relative to budget, treatment options and methods, benefits, follow up projects, and regular monitoring. A vegetation management plan would also recommend plantings to out compete invasive plants, replace existing artificial plantings (i.e. pine plantation), increase natural diversity and wildlife habitat, and maximize the associated plant species of each plant community as identified by John T. Curtis in *Vegetation of Wisconsin*.

This section of the site plan provides vegetation management recommendations that are essential for the next steps in the development of Bur Oak. Some work has been started in the past two to three years, but time and work crews were intermittent making the previous efforts barely noticeable. Based on this, it is recommended that any vegetation management continue with the projects that were previously started and continue to focus on just one or two projects at a time, moving on to other projects only after initial projects have been completed. With that in mind, it is important that the scope of each project be broken into manageable units. Each work session can use these units as goals to budget time, provide progress reference, and create an orderly progression of each project.

Pine stand thinning and honeysuckle removal are two projects that have been initiated. Both require the removal and disposal of plants. Described below are two different methods for managing these species.

**Pine Plantation** – The L-shaped pine plantation runs parallel to both the west and north property boundaries. The plantation consists of 30 year old white pines. As often happens, tree plantings unintentionally become monocultures, planted in straight rows, with just one planting and therefore one size class. With pine plantations, it often is the intent to plant fairly close with periodic thinning, thereby maximizing the density of cover while maintaining the health of the trees. In this case, the trees have not been thinned in many years. The result in dense pine plantations is self-pruning, where lower branches die off due to a lack of sunlight. Pines can survive with only the top 1/3 of their branches, but this particular plantation is even too dense for some trees to maintain that amount of growth.

Initially, as possible trail locations were being considered, some dead trees were removed, eliminating potential hazards, and opening trail routes that reduced the need to remove live trees. Some wildlife species depend on dead trees for their homes and food source. However, there is a more than adequate supply of dead trees to selectively leave for this purpose.

The recommendation in this case is to begin in the northwest corner and measure linear distances of 100’ to the east and south. These distances will serve as the thinning plots, removing everything marked between the boundary line and the interior edge of the plantation. Each tree to be removed

should be marked with bright spray paint. The decision to remove a tree is based on its health, its potential hazard, its detriment to surrounding trees, and its potential benefit to wildlife. Since the forest is to be used for education and research, techniques used in the pulp and lumber industry of logging every other row of trees or clear cutting, rather than by individual value of each tree, should be avoided.

Prior to beginning any work, a plan is needed as to how each tree will be handled once on the ground. Will the trees be used in some fashion on the property? How will the trees be moved? What will be done with the limbs? All of these questions should be addressed along with the inaccessibility of equipment on the site.

The Wisconsin Conservation Corps (WCC) has been resurrected in the past few years and may be a viable option to tackle a thinning project. The reformatted WCC program requires the work site to pay the wages for each week the crew is on site. Crews would arrive with the training and equipment necessary to do the cutting portion of this project and therefore would be recommended over volunteers. Project dates and duration are at the discretion of Maywood oversight and what fits best with the worksite. Typical WCC crews consist of six people each working a 40-hour work week. As part of their work assignment, they may also be able to use the harvested logs to fashion other features for the site (i.e. kestrel nest box poles, access barricades, trail posts, fencing, boardwalk stringers, stairs, short bridges, etc.). However, it is recommended that these projects be discussed in advance with WCC leadership to determine the level of their capability and investigate any existing plan specifications that they might already have on file.

Part of planning for pine plantation thinning is to investigate the drainage issues throughout the plantation. Identifying and resolving the limited drainage will be vital for thinning and eventual trail construction. A detailed topographic map, which is not documented in the *Garton Conservation Easement*, is an essential starting point to be able to plan a proposed drainage route, or investigate an old route that needs attention. Once a drainage route is established, it will be necessary to check for any obstructions that might develop, at least with the annual monitoring, if not more frequently.

**Invasive Species Removal** – Currently the area with the most noticeable crop of invasive plant species is in the meadow, centrally located on the property. Natural succession is transforming the meadow into a forest, primarily with ash and pine species. However, in recent years invasive honeysuckle, primarily, and buckthorn have exploded. The invasion of these two shrubs will crowd and shade out many native species of trees and shrubs that provide much better food and cover for wildlife.

Like the thinning of the pine plantation, it is best to mark off manageable sections to focus the removal efforts and in order to see visible progress at the end of the day. The question of handling cut or pulled plants may be resolved by temporarily making habitat brush piles for wildlife. However, it is likely that there will be far more material than what is needed for a reasonable number of brush piles. In that case, it might be best to arrange for a winter burn of the brush piles when there is a good amount of snow on the ground and little chance of the fire getting away.

Removal of the shrubs should be done in two ways. In both cases, it is best to begin early in the season before the plant goes to seed. In the spring, when the ground is moist, it is a good time to hand pull smaller plants with diameters less than ½". Maywood has weed wrenches that can facilitate this hand pulling process, but it is best to work in teams of two people simply because the weed wrenches are heavy and it is much easier for two people to carry them from plant to plant. Although the weed wrenches might work for shrubs larger than ½" diameter, the multi-stemmed nature of these two shrubs often makes it difficult to use the weed wrench. In this case, plants could be pulled using a chain and ATV or other small utility vehicle. Regardless of how the plant is pulled, once removed, the ground should be tamped back into place to prevent invasives from quickly becoming established at that location. Disturbed soil is often the location from which invasive species invasions begin.

Once the ground is too hard for pulling or the shrubs are too large, cutting and chemically treating the stumps is the preferred method. Herbicides painted onto the stumps are an effective control measure. Glyphosate (e.g., RoundUp Pro, Touchdown, Rodeo [for use near waterways]), triclopyr (e.g., Garlon 4, Ortho Brush-B-Gon), and 2,4-D with triclopyr (e.g., Crossbow) are readily available and can provide excellent control when used properly. Dyes can be added to herbicide solutions to help identify treated areas. The DNR has a great assortment of brochures and information about treating invasive species.

Again, this may be another project for a WCC crew mentioned previously. However, Maywood has been getting good response from local corporations and civic groups to help with volunteer projects. Given that this project does not have the same level of danger as tree thinning; money could be saved for other projects if volunteers tackled the removal of honeysuckle and buckthorn.

**Subsequent Vegetation Management Projects** – After the above projects are nearing completion, other projects could be investigated and planned. Removing problematic trees on other parts of the property, monitoring and removing invasive species from other areas of Bur Oak, inventorying the meadow area prior to creating a planting or management plan for that location, and pruning and removing damaged limbs on the property's namesake bur oak tree are just a few. Undoubtedly, once projects are underway, new vegetation management issues will be discovered. In all cases, vegetation management efforts should be focused on maintaining diversity rich communities of native vegetation which forms the basis of a healthy ecosystem and a sanctuary for wildlife.

## TRAILS

As per previous discussions in the Property Stewardship and Enhancement Committee (PSEC), Bur Oak will have regulated access so focus can be given to program objectives for education, research, and passive recreation. In this case, trails could simply remain as natural ground coverings without the need for mulching, chipping, graveling, or asphaltting. In certain areas, raised boardwalks may be necessary to protect the delicate forest floor covering. In other areas, seasonally wet or flooded conditions may make trail use impassible for periods. Building wide boardwalks or covering trail surfaces with materials to facilitate foot travel would only lead to the necessity for frequent and repeated maintenance work. Even trail posts in the flood plain areas would likely result in unnecessary routine maintenance.

The trails through Bur Oak will be designed and adjusted as needed to the program objectives established. However, meandering and narrow trails that connect specific educational and research locations has been determined as the best fit for the property.

Bur Oak has several possibilities for interesting trails. Although most locations are relatively level, there are drainage issues that will pose some challenges. Minimizing installation costs and future maintenance expense is paramount. As discussed in the Vegetation Management section, improving drainage patterns will be vital prior to trail construction. However, as is often characteristic of a mesic beech forest, soils can be moist to saturated. Drainage from development surrounding the property may also contribute to the wet soil and vernal ponds found within the beech forest. The resulting ephemeral wetness has created a rich soil that produces a perennial abundance of wildflowers. This condition also supports blue spotted salamanders, which have been found in and around the vernal ponds. Salamanders, because of their great sensitivity to environmental change, have been recognized as a biological indicator of a higher quality habitat. Because of the delicate nature of this portion of the property, elevated boardwalks may be necessary to protect the flora and fauna and contain foot traffic.

The pine plantation also has seasonally saturated conditions. Given the species of conifers growing in the plantation and the typical soil moisture conditions associated, it appears that a drainage pattern has been blocked or altered, or drainage from neighboring developments with increased impervious surfaces has been directed into Bur Oak. Once corrected, the seasonally wet conditions in this area should be far less severe.

**Trail Layout** – A looped trail network through the property is proposed with an outer perimeter loop, an inner loop, and a wetland or floodplain loop. Each loop will likely have spurs to specific points of interest, education stations, or research stations. All loops will have connection points so that distances can be shortened or lengthened as needed. The map shows the various proposed trail routes and spurs, and has some key features identified that the trail incorporates.

It is suggested that trails be phased in as money and need require. The perimeter loop should be in the first phase, as spurs and other loops are dependent on its existence. Regardless of when a trail is installed, all trail placements should consider the following:

- Natural features
- Geologic features
- Topographical changes
- Human made features
- Proximity to undesirable features
- Hazards
- Education/Interpretive value
- Vistas
- Maintenance issues

Natural features are those natural elements that either should be showcased or protected. As an example, the property namesake, Bur Oak, is a natural feature that will be a trail destination. In other areas where delicate or rare wildflowers exist, trails should avoid these locations or use structures to keep visitors from wandering from the trail. Boardwalks, to be discussed later, are suggested in areas of the beech forest where water and wildflowers would make foot traffic difficult and damage wildflower growth.

Geologic features, such as rock outcroppings, are of lesser concern at Bur Oak. However, the property does have topographical changes that provide interest and create drainage issues. As a result, the portion of the property that is within the floodplain may be seasonally impassible. In this situation, a trail route can be identified with markers on trees or trail posts. Because of seasonal flooding, trail posts may be problematic and the trail surface may be muddy, wet, or under water. Flood conditions also mean that the trail will need inspection for downed trees, debris, and litter.

Human-made features are evident on the property. Deer feeding stations installed by the Garton family remain standing, but are in disrepair. The stations are not worthy as a destination for trail routes, even though they may provide historical interest of how the property was used. A rock fence wall on the east side does provide historical interest and is a feature that will be around forever. An adjacent "road" that may have been used as part of early farming operations, has enough interest and possible practical use that it and the rock wall will very likely become a trail destination. The lake<sup>1</sup> as indicated on maps from Glacial Lakes Conservancy is also a human-made structure. An equipment access lane was cut through the vegetation from Rangeline Road years ago when the lake was constructed. Preliminary trail construction efforts of late have created a trail route that surrounds the water. However, progress in the past two years has ceased and thus the trail is overgrown.

In some cases, the trail route should consider avoiding some of the undesirable features. It is suggested that a good distance be maintained from County Highway J due to the noise. Trails along the eastern border should provide ample distance from the neighboring property, and the dump site found there.

Hazards should also be avoided. A good example is the potential for flying golf balls from Town & Country Golf Course along the east border. Poison ivy does exist in the ditch along Rangeline Road. It is

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<sup>1</sup> Lakes are differentiated by ponds in that they do not have vegetation covering the entire bottom. It is likely that given the size and depth of this body of water, it probably is accurate to label it a pond.

possible that it may also be found in other disturbed parts of the property. However, vegetation surveys to date have not indicated its presence. Stinging nettle can be found in the floodplain area. However, because of its prominence, cautionary signage may be better than attempting to find a route completely free of nettles. Hawthorns have also been found on the property. Hawthorns provide good food value to many species of wildlife. However, the thorns of these scraggly trees can do significant damage and are tough enough to easily puncture a truck tire. The abundance of hawthorns on the property should be assessed to determine if they can be thinned.

Educational and interpretive value will significantly dictate the route selected. There are many positive property features that have interest and good educational value. The beech forest is rich with these locations which will result in a very meandering trail route. The beech forest should also provide an excellent location for an accompanying interpretive brochure.

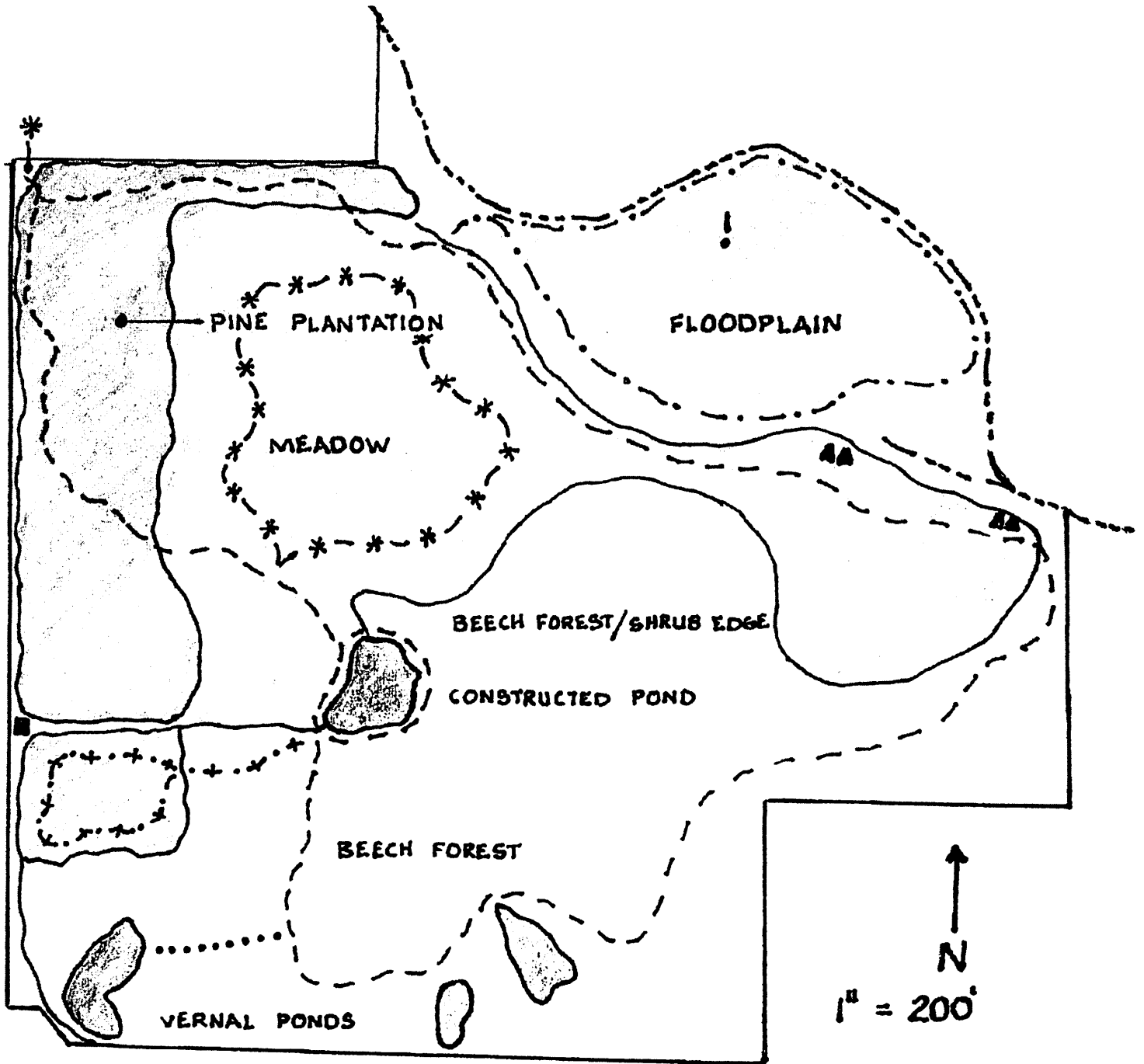
Vistas are often thought of as those viewing locations which are elevated and provide visibility over a great distance. However, vistas can also be those viewing locations which enable people to see beyond the dense vegetation surrounding them. A good example is stepping out of the dense coniferous forest, or at least occasional visibility to the meadow located in the north central part of Bur Oak. To achieve vistas as commonly recognized, the northeast location may provide opportunities to open sight lines through the dense vegetation from the higher elevation to the Pigeon River.

Maintenance issues should also be considered before committing to a trail location. It is strongly suggested that all trails be constructed without using any surface material. Hauling and laying wood chips, limestone chips, shredded bark, ground asphalt, etc. is expensive and very labor intensive. If trail use is restricted to just foot traffic by program participants, students, and researchers, erosion will be minimized and so will the need for a surface covering. Regardless of where a trail is placed, some annual cutting will be required. In the forested areas, overhanging branches and new trees attempting to take root in the trail will have to be removed. Any trails built through grass areas may require an annual mowing at least. It is hoped that with good trail markings a dirt trail will be maintained simply by foot traffic and the resulting compaction.

**Trail Structures** – Some trail locations will require structures like boardwalks and bridges. There are numerous types of both depending on the type of use, weight requirements, soil conditions, and height above ground. In the beech forest, elevated boardwalks are suggested to navigate the standing water and protect the delicate wildflowers. The links listed below provide good information on the construction specs and methods specific to trail boardwalks and bridges.

[http://aswm.org/pdf/lib/2\\_boardwalk\\_6\\_26\\_06.pdf](http://aswm.org/pdf/lib/2_boardwalk_6_26_06.pdf)

<http://atfiles.org/files/pdf/Ice-Age-Trail-Structures.pdf>



- PERIMETER TRAIL
- .- FLOODPLAIN TRAIL
- \*- MEADOW LOOP
- +.+ PLANTATION LOOP
- ..... SPUR

- ! BUR OAK TREE
- \* PARKING
- SECONDARY ACCESS
- ▲▲ FLOODPLAIN VISTA

Many good examples of bridges, surface boardwalks, raised boardwalks, and cord walks exist at Maywood, in the Kettle Moraine State Forest, and on the Ice Age Trail through Sheboygan County. Continued monitoring of standing water, especially in spring, and locations of wildflower growth will help determine the exact trail location to connect the dots of natural features intended to be showcased. Once the location has been thoroughly marked, distances and material expenses can be determined for boardwalks and bridges.

Although much of the coniferous forest needs thinning, the logs are not rot resistant and would be poor choices for boardwalks or bridges. These logs may provide trail edging through the beech forest, which identify the specified route, containing foot traffic in areas elevated above soggy conditions.

Culverts are another alternative to bridge construction for crossing depressions. An example of a possible location for culverts is in the drainage ditches flowing in and out of the pond. The steep walled ditches will require a bridge or culvert to make walking around the pond safe.

There are several locations in the beech forest where drainage from surrounding properties flows through the beech forest to the pond. A simple, inexpensive solution in traversing these small drainage ways is to use flat step stones. This solution has virtually no maintenance associated, looks natural, and makes trail route changes relatively easy.

## SIGNAGE

Numerous signage considerations must be addressed to identify and control the use of the property. They include the following:

- *Property identification*
- *Entrance sign*
- *Property use description*
- *Trail markers*
- *Numbered interpretive posts*
- *Cautionary signs*
- *Commemorative plaque*

### Property Identification

The property identification sign provides basic information with very limited text. Despite this sign's minimal verbiage, it can quickly provide an impression of property ownership and level of stewardship. As an example, the Maywood property identification sign located at the driveway entrance, informs passing motorists and park entrants of the park's name and stewardship authority. However, the sign's appearance of heavy wood, hand carved construction define one's first impression of the site. The colors also have thematic significance, carrying through in other park signage, letterhead, promotional materials, and more. The large size of the Maywood property identification sign also invites people to visit. Any use and access limitations to the property must be considered in the sign design to conform to the guidelines established by Maywood and Glacial Lakes Conservancy.

The property gift was with the understanding that Maywood would utilize the property to extend its mission of environmental education and stewardship. A property identification sign that ties in with the sign style used at Maywood is recommended in order to maintain an inherent connection of the two properties. The Property Stewardship and Enhancement Committee (PSEC) may want to contact the Old Oak Shop to design a sign and supports suitable for the site.

The PSEC should determine the sign's location prior to the design development. Unlike Maywood, Bur Oak's small, grass parking area does not provide the same formal entrance. Bur Oak has two exposed sides along Rangeline Road and along County Highway J, offering a range of traffic volume. Depending on the sign design, some limited clearing of trees and undergrowth may be necessary to place the sign outside of the road right-of-way.

### Entrance Sign

The current entrance into the property, when arriving by vehicle, is at the property's northwest corner along Rangeline Road where a culvert allows vehicle access across the ditch. Another culvert exists along Rangeline Road approximately 500' from the Rangeline/CR J intersection. Future planning may consider this second location as an alternate access as it is more central to the property and it may be

necessary for repair work to the pond and delivery of materials to the site for boardwalk construction through the beech forest. However, for the near future, property entrance for Maywood programs, activities, and research the northwest entry point may be the best option.

The PSEC may want to consider a recessed entrance cable to the mowed parking area, one car length from the edge of Rangeline Road. This single car length access enables a person to pull off of Rangeline Road while reviewing the entrance and property use description signs and prevents cars from assembling in the parking area for unauthorized activities.

An entrance sign identifies this location as the parking area for authorized activities (i.e. passive, low impact nature based activities), which assures program participants meeting at Bur Oak they are at the right location. The entrance sign can also inform visitors that access to and activities at Bur Oak require approval.

The property use description sign combines interpretation and use restrictions. The intent is to inform people how stewardship practices are being used on the property and how the mission of Maywood connects with the Bur Oak Conservancy and Outdoor Laboratory. This sign can also list activities that are not allowed without prior Maywood authorization. The disclaimer in the previous sentence enables Maywood to establish permit systems for activities that could be authorized during specified time periods. Examples might include hunting and firewood collecting. These limited term, permit only activities could provide ways to manage the property, offset management expenses through permit fees, and/or provide volunteer labor in exchange for use permits.

### Trail Markers and Numbered Interpretive Posts

Trail markers are useful in navigating the property and in directing foot traffic to key features and away from dangerous areas and features needing protection. Although numerous methods exist for marking trails, color coded trail markings are generally well accepted. Markers are usually placed on trail posts, but on Wisconsin's Ice Age Trail, where its thousand mile length would be extremely expensive to equip with regularly placed posts, plastic rectangles are nailed to trees. The strategy of leaving nail heads protruding an inch or more enables the tree to continue adding girth each year with minimal impact on the tree. Painted rectangles are also used on the Ice Age Trail, appearing on tree bark and also on rocks or boulders.

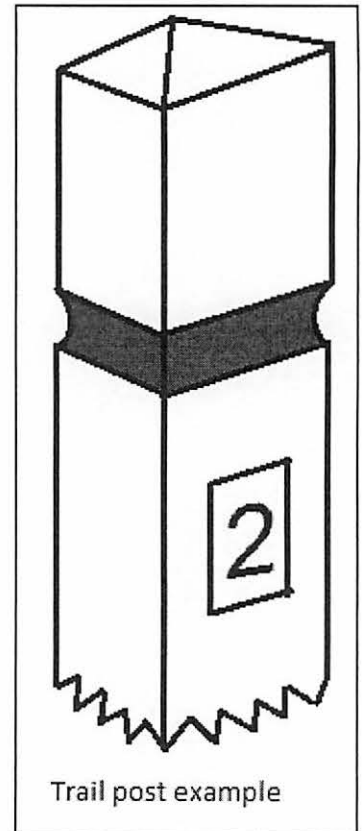
Each method has advantages and disadvantages. Painting markers on trees and rocks generally requires annual refreshing, but it is very inexpensive. Attaching weather resistant markers to vegetation can also be relatively inexpensive, but on a relatively short trail system with an emphasis on environmental stewardship, as in the case of Bur Oak, driving nails into trees seems counterintuitive.

A minimum 4"x 4" square or 4" diameter round trail post can serve a dual purpose in identifying the trail route and enabling numbered interpretive stops corresponding to seasonal interpretive brochures. Should directional arrows be needed for trail spurs, these can also be attached to the posts.

Painting a colored band on the surface of each trail post will require repainting, but frequency can vary greatly depending on exposure to weather, grade of paint, and condition of the trail post at the time of painting. One method used to extend the life of the painted band is to route a groove on all sides of the post, prime the groove, and then paint with exterior semi-gloss paint. The groove, especially when the top of each post is mitered, enhances the appearance of the post. The grooved band enables the possibility of adding reflective silica sand to the applied wet paint to make the trail markers easier to locate when conducting night hikes or after dark research.

Frequency of trail posts will depend on visibility obstructions, and anticipated trail use. A worn trail from frequent use can reduce the need for closely located posts. Since applying trail surface material is being discouraged, the initial trail layout may require trail route debris clearing and possible small stakes in between trail posts in some difficult locations. Lining the edges of trails, as in the beech forest, with thinned trees from the pine plantation may be an inexpensive way to further designate a trail location, while also providing a use for tree trunks that must be removed anyway.

Trail post locations should carefully be determined to help guide hikers as well as strategically placing them to identify unique features. A numbered system is recommended for an interpretive trail with accompanying brochure; however it is not recommended that these numbers be routed into the post. Numbers can be made from a variety of materials. Regardless of the material type, the numbers should be attached to the trail posts or attached to its own post. The interpretive information and location of stops may change from year to year, or possibly seasonally. Interpretive brochures would be available at Maywood along with other important Maywood/Bur Oak information. Brochures are easier to update than permanent interpretive signs, and offer opportunities for seasonal or themed interpretation.



Because of the moisture holding clay soils throughout the property, trail posts must be of a rot resistant material. Arsenic-free treated posts can be used, are readily available, and relatively inexpensive. However, treated posts can often be very wet, which will require significant drying time before trail bands can be painted. Care must be taken when drying to store the trail posts in an area protected from rain, and out of the sun, which can cause warping. There are still some concerns about the treatment chemicals and their negative ecological effect.

Cedar posts are also very rot resistant and eliminate any concerns about chemical impacts. Kiln-dried cedar posts eliminate the need to dry posts prior to painting bands. Cedar posts are lighter, which could also be a consideration since hauling posts on foot may be necessary. However, cedar posts are considerably more expensive. The PSE Committee will need to examine the pros and cons to determine the best fit.

### Cautionary Signs

Some signs that advise hikers may be necessary and likely will be identified as the need arises. An example might be advising hikers about the limited trail maintenance and seasonally wet conditions in the floodplain along the Pigeon River. The Department of Public Works Sign Department might be able to make cautionary signs. These signs must be durable and very weather resistant.

### Commemorative Plaque

A commemorative plaque should be considered to honor the Garton family and express appreciation for their generous gift of property. A permanent brass plaque mounted to a boulder would provide an attractive commemoration of the family's environmental stewardship. However, the Garton's should be consulted prior to taking action.

## EDUCATION AND RESEARCH

The addition of Bur Oak Conservancy and Outdoor Laboratory to Maywood and its endeavor to promote environmental stewardship presents some new opportunities especially in the areas of education and research. Environmental education programs are nothing new to Maywood, but the additional plant communities at Bur Oak can expand the educational topics available. The plant communities similar to those at Maywood will also enable some comparative analysis.

The beech forest at Bur Oak has an excellent diversity of tree species. In the late 1980s Maywood's maple forest had representation of American beech, blue beech, ironwood, and black cherry. However, with only an initial few representatives of the above mentioned species, age and weather have reduced these species to just a few or none. Bur Oak can replace dwindled species diversity program opportunities at Maywood. In addition, the seeds and seedlings at Bur Oak could provide resources to enhance Maywood's maple forest, eventually returning it to its original splendor.

The rich, extensive flood plain at Bur Oak is unlike anything at Maywood. Annual flood waters bring new changes to this habitat each spring. Its thick summer growth of stinging nettle and seasonally saturated ground can make this area impassible at times. This habitat is the site of the property's namesake and numerous other floodplain tree species. Despite seasonal challenges, the floodplain offers many new program opportunities that are unavailable at Maywood. Inventories of plants, mammals, and birds would undoubtedly reveal a variety of program topics and research projects in this unique habitat.

There is much to be learned and taught about the successional changes happening in Bur Oak's evolving meadow. Evidence exists suggesting that this habitat was manipulated at one time. The rock wall and old service road along the upper edge of the slope that descends into the flood plain are indicative that the meadow may have been planted with crops. Since the property's donation, significant changes of tree and shrub species have emerged. Although the area's succession has inherent educational practicality, it may also provide good test plots for research and experimentation. The thick growth of honeysuckle and buckthorn, two invasive species, can provide research opportunities to better understand invasive species removal methods. Recently installed reference points have created a useful grid work enabling treatment methods to be more easily studied and documented.

Bur Oak and Maywood both have pine plantations that need to be thinned and managed. Management techniques and experiments can be greatly expanded given the additional acreage offered by Bur Oak. As thinning proceeds, research will be necessary to find viable ground cover options to prevent or compete with the invasive species that typically emerge when an area is disturbed and a forest canopy has been opened, allowing light to expedite the growth of dormant seeds.

Land and water comparisons may be very useful tools in the development of Maywood programs and in ecologically managing both sites. As an example, an initial inventory of water quality may reveal interesting data about the Pigeon River and those factors affecting its health. Another interesting research comparison would be to investigate the salamander population at Bur Oak and the possibility of salamanders in a well hidden ephemeral pond on Maywood's eastern edge.

## Bur Oak Conservancy and Outdoor Laboratory

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In addition to the many educational programs and research projects that could be conducted by Maywood staff and volunteers, outside groups may also want to capitalize on the myriad of environmental opportunities. Local colleges, high school science classes and environmental clubs, and environmental organizations are just a few that could benefit from Bur Oak's many attributes.

### **PARKING AND VEHICLE ACCESS**

This section pertains to property access particularly as it relates to vehicle use. In most instances, visitors, volunteers, workers, researchers, etc. will likely be arriving by vehicle. Currently, access and parking are very limited and will need continued re-evaluation as the use and development of the property evolves. Some of the parking and vehicle access points considered now and in the future are as follows:

- *Property access points*
- *Parking locations*
- *Maintenance vehicle access*
- *Parking lot construction*
- *Parking lot amenities*
  - *Trash receptacles*
  - *Restrooms*
  - *Car stops*
  - *Secured parking lot*

The south boundary along County Highway J and west boundary along Rangeline Road are the only access possibilities without crossing private property or traveling by water. County Highway J has a wide shoulder and reasonable slope from the road into the property. However, traffic volume is sufficient to make entry somewhat dangerous. Vehicles, if parked well off of the road, may use County Highway J as a viable short term parking location. If work crews, or program participants are accessing the southern portion of the property in this manner, they will likely need to park far enough off the road to minimize possible accidents, but this may require vehicles to have higher ground clearance and four wheel drive.

Bur Oak currently has a small grass parking area at the northwest corner of the property along Rangeline Road. It is recommended that this be the preferred parking area, unless something better is constructed. This area needs periodic mowing, and should have the culvert ends identified for drivers to prevent cars from entering the drainage ditch. Until usage increases, this parking area may suffice with minimal improvements. However, it is recommended that an access cable be installed that prevents groups of vehicles from congregating and discourages access without authorization. The cable should be sufficiently off of Rangeline Road to allow one car to pull up to the cable and be safely out of traffic. This enables visitors to safely read the signs without blocking traffic, and allows individuals or small groups to have access. All cables must have reflectors on them for safety.

If agreed that this location will be the permanent parking location, considerations should be given to the parking areas surface material, slope, and size. With frequency of use, the grass lot will become muddy, making exiting difficult. A raised lot of road gravel (i.e. pit run) or recycled asphalt with a 2% slope is recommended as the least expensive parking solution that provides good drainage. Expansion of the lot should be considered if any improvements are made. In addition, parking stops will be necessary to keep cars on the designated gravel area.

## Bur Oak Conservancy and Outdoor Laboratory

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The Rangeline Road southern access point should be evaluated in the near future for its equipment accessibility. Should improvements be necessary for this location, it would be financially prudent to combine the north and south entry points into one project.

Temporary features of portable toilets and trash receptacles might be necessary for projects involving large, short-term work crews. The expense of servicing these amenities and the potential for vandalism should be given strong consideration before they are put into long-term service.

### MAINTENANCE PROJECTS

Bur Oak Conservancy and Outdoor Laboratory has designed property limitations that conform to requirements set by the Garton family, Glacial Lakes Conservancy, and Maywood. These limitations will be beneficial for wildlife, habitat health, and minimizing maintenance of man-made structures. This section will cover the maintenance and projects of the following topics.

- *Invasive species monitoring and removal throughout property*
- *Pond repair*
- *Tree pruning, thinning, and planting*
- *Trail repair*
- *River obstructions*
- *Nest box repair*
- *Mowing*

Proposed development projects considered require minimal maintenance. Signage, trail construction, and a parking area are all examples of property enhancements that use methods and materials that keep maintenance to a minimum. However, various existing natural features will require significant attention in the process of property development. Invasive species affect all lands of Wisconsin including Bur Oak. A plant inventory will reveal the concentrations of species and specific locations. A treatment plan should be created from the inventory to curtail negative habitat impact. Even without the inventory, honeysuckle is obviously in over abundance.

Chemical treatment of honeysuckle was begun in the fall of 2013, with treatment along the proposed trail route from the beech forest in the southeast corner going north. If the treatment is successful, continued proposed trail route treatment should be continued to open a trail, giving access to additional sections for treatment. Painting 2" diameter or smaller honeysuckle trunks is an easy application process requiring minimal equipment or training. Therefore, a group of volunteers could make significant progress in an effort to reduce the honeysuckle stand and should begin subsequent treatments in spring 2014 should the present treatments prove effective. Treatment of other invasive species will depend on the particular species, their potential for habitat damage, how quickly they spread, and the type of treatment required.

The pine plantation, where some openings have been created for trail development, now has some honeysuckles as a result of the influx of sunlight. Since additional thinning and pruning are necessary, continued monitoring of honeysuckle and buckthorn will be necessary.

The close proximity of pines in the plantation has resulted in extensive self pruning and death of many trees. To improve the health of the plantation, trees should be marked for pruning or removal. Because pruning, felling, and hauling will require chain saws and a substantial work crew, a trained work crew is required. Although the tree trunks might have some value for property projects, the immense volume of branches will require disposal. With a good size work crew, burning the excess branches could be a viable solution for pine trees, honeysuckles, and others.

When pruning or thinning, it will be important for crews to cut limbs off at their limb collar and trunks should be flush with the ground. These practices will enable pruned locations to heal quickly and minimize hazards to hikers. Since Bur Oak has a very diverse tree species, there are likely good varieties and possibly rare bird species nesting within. Prior to tree removal, workers should inspect them for nesting and animal activity. Use of dead trees for nesting or as a food source for woodpeckers are good reasons to keep some snags, provided they are not a windfall hazard.

As the pine plantation and meadow area are opened, other species will likely move in. Regular monitoring of the newly opened spaces will be necessary to track invasive species invasions. Since pine plantations are a very unnatural habitat, tree planting to diversify the plantation is suggested. Choosing native tree species that tolerate shade and medium to wet soil conditions is essential.

The meadow is naturally being filled in with pines from the plantation seed source. Once the honeysuckles have been removed, the extent of conifer revegetation may become more apparent. At this point, coupled with the vegetation survey, a vegetation plan can be created with recommendations for expanding on the existing tree growth, or maintaining an open meadow.

Trail maintenance in these areas mentioned can also impact decisions on changing or sustaining habitats. In full sun conditions of the meadow, periodic mowing might be necessary unless the trail is sufficiently used or marked to enable occasional hikers to navigate the desired route. The pine plantation will need periodic cutting of small trees and shrubs. This can easily be accomplished with a few volunteers armed with loppers and hand pruners.

One of the most difficult annual maintenance projects will be dealing with the floodplain. Each year high water levels carry debris down river, clogging the river channel or leaving trash on the adjacent landscape. Currently, the river is plugged with trees and limbs. Ultimately, a canoeable river from Bur Oak to Maywood may have some program benefits. However, maintaining a good flow is beneficial to the health of the river and should be the main reason for removing these obstructions.

Like the pine plantation thinning project, a well-trained crew in chain saw use will be vital to maintain the safety of those involved with removing river obstructions. Logs cut from the log jams must be roped to the shore and removed from the flood plain. This project will likely require all terrain vehicles and trailers to transport the debris from the river to a location where it can be used, burned, or hauled away. It is essential to remove debris from the flood plain so as not to clog the river during subsequent flooding. While working on this project, the property's prized bur oak should be pruned as well. Dead or damaged limbs should be removed to maintain its health.

The floodplain receives a good amount of trash from spring floods. A Bur Oak litter cleanup should be an annual project, preferably done in the flood plain in April or early May prior to intense mosquito hatches and thick growths of stinging nettle.

Annual inspections will be required for all features constructed at Bur Oak. Trail signs/posts, boardwalks, stairs, bridges, nest boxes, etc. should be checked over each spring to create a list of repair projects and a list of tasks that can be handled by volunteer groups. Although annual maintenance

should be minimal compared to other park lands, the quality of the wildlife habitat will be greatly enhanced if vegetation diversity and invasive species are maintained.

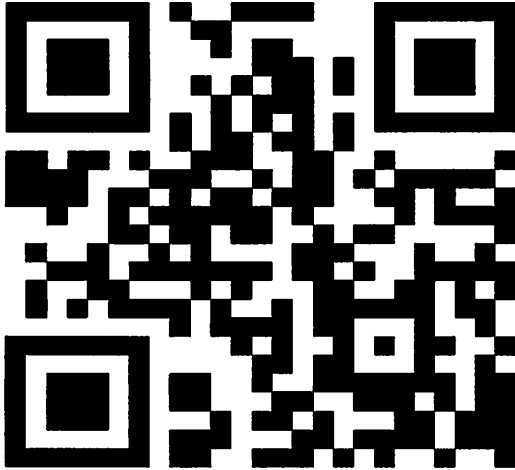
### INTERPRETIVE INFORMATION AND LITERATURE

Education and research are two areas that will direct the development of the Bur Oak Conservancy and Outdoor Laboratory. To assist with these two areas, the following interpretive information and literature may become useful tools during and after the property's development:

- *Map*
- *Interpretive trail booklet*
- *Bur Oak marketing brochure:*
  - *Fund raising*
  - *Research project solicitation*
  - *Grant writing*
  - *Corporate volunteer support*
- *Vegetation brochures*
  - *Trees/shrubs*
  - *Wildflowers*
- *Wildlife brochures*
  - *Bird checklist*
  - *Mammals*
  - *Amphibian/reptiles*

Maps are always useful reference tools to plan projects, track project progress, inventory, and better understand property changes over time. Since the Bur Oak Conservancy and Outdoor Laboratory will be developing and changing, a digitized map that can be regularly updated would be invaluable. Rather than investing in a glossy, professionally printed trail map similar to Maywood's, it is recommended to maintain a digitized format with maps updated and printed as needed. To achieve this, GPS reference points will be necessary for the highest level of accuracy. This may be achievable with help from the City of Sheboygan Engineering Department. Their staff may be able to survey the property with GPS units and GIS software. However, since updates and maps on demand will be needed, the initial map must be created with a format that is compatible with Maywood software. Of all the possible interpretive information and literature, a map will undoubtedly be of most value.

Interpretive trail brochures may eventually be useful in the education of the property's natural history. As construction of an interpretive trail nears completion, use of existing interpretive brochures from other nature centers would help facilitate the selection of brochure style, size, paper type, etc. best suited for Bur Oak. The technological equivalent to the interpretive brochure is the Quick Response (QR) Code. QR codes can connect people with a smartphone to information. In this case, the QR code would connect smartphone users with the interpretive information, pictures, and even videos of animals and plants that relate to the location of the trail post. Although not currently set up for QR code use, this technology is something that Bur Oak and Maywood both should consider for advancing Maywood's educational approach. By placing 3" x 3" QR code plaques on trail posts, visitors can use their smartphones to scan the code and bring up information about the property.



QR code example

Interpretive brochures, QR codes, and other educational tools, along with property developments, may require funding beyond those that have been accumulated thus far. Printed materials about the property may provide complimentary information to a fund solicitation brochure. However, development of any such brochure is not recommended until educational and development plans are well established and budgetary needs are identified.

As additional funding is sought and inventories are completed, brochures of the inventories may be useful in showcasing the scientific work and inventories that have been completed. College biology students and volunteers may be instrumental in collecting inventory information on all species. It is recommended that the Maywood Director and/or Naturalist be involved in coordinating these inventory efforts to insure their accuracy and provide direct knowledge of the work when seeking funds and addressing possible sources for future funding.

### FUTURE FACILITY CONSIDERATIONS

The Garton family and Glacial Lakes Conservancy have provided some limitations on the development of the property. The established restrictions and guidelines must be considered for each of the following:

- *Instructional shelter*
- *Parking lot improvements*
- *Pond equipment access*
- *Boardwalk construction*
- *Stairway to southern lowland forest*
- *Wildlife exclusion area*
- *Trail cameras with bait stations and tracking surfaces*
- *Perimeter fence*

Educational programs and research projects may be well served by having an area sheltered from some elements. However, before a shelter of any kind is planned, consideration of the exact need, amount of use, and established restrictions is required. Should projects and programs be temporary, a soft roof may provide the temporary protection essential to complete a project or program.

The parking area may be suitable for the time being. An asphalt parking lot may be far more than what is needed and would require substantial funding to construct and maintain. Significant improvements to the parking area should be a lower priority compared to the other considerations in this document. Should enough use warrant an improved parking area, a gravel or recycled asphalt parking area might be the best solution to make parking more functional throughout the year, while minimizing the investment and any impression that the area is open for people to access at will.

As indicated in the Parking and Vehicle Access section, it is recommended that posts and cables be installed to prevent multi car access and to discourage use without authorized approval. South from the parking area is another vehicle access to the property. Although well hidden, a culvert is in the Rangeline Road ditch which was installed originally to allow equipment access to the pond construction site. This access may be necessary for improvements to the pond and possibly for boardwalk construction in the beech forest. As programs and projects escalate, this access should be evaluated as possibly a better location for a main parking lot.

This southern Rangeline Road access may be very useful for equipment access once again. The pond should be evaluated for its inflow and outflow. The outflow barrier appears in disrepair and needs reconstruction. The bottom of the pond should be evaluated to determine its composition and if its depth, slope, and vegetation are suitable for a healthy aquatic ecosystem. An assessment of the outflow may be useful in preventing excess water from saturating trails and redirecting surface drainage from the pine plantation that was undoubtedly dry at the time it was planted.

The southern access may also be useful in the process of thinning and hauling trees from the pine plantation. However, the culvert should be inspected to insure it is still intact. Markers should be placed at the ends of both the north and south culverts to prevent vehicles from missing the driveway.

Foot traffic on trails will eventually require boardwalk construction through some wet and sensitive areas. This was discussed in the Trail section. However, where the perimeter trail runs parallel to the floodplain ridge a staircase would be a very useful addition to the trail system to enable access to the floodplain from two different locations. The north floodplain access is a very gentle slope to the Pigeon River. The south floodplain access is a steep descent. A staircase at this location would not only enable access from this point, but would also provide a trail route through the floodplain that would not require back tracking or returning to the upland area via the same route. Although some hikes have already been conducted where ascent from the floodplain to the upland was done without a staircase, this is a practice that if continued will result in a path of erosion.

Should aquatic education programs become conducted at Bur Oak with some regularity, a river access deck might also be considered as a possible feature for construction. A river access deck must be constructed to allow for changing water levels, ice flows in spring, and accommodations for students to use sampling and testing equipment. Mosquito Hill Nature Center, located along the Wolf River, has an example of this type of river access system.

As additional Bur Oak educational and research projects begin to develop, some features like exclusion fences, trail cameras, and tracking areas might be considered to better understand the effect of wildlife on the vegetation of Bur Oak, and the nocturnal wildlife that is present on the property. The knowledge collected through these measures will certainly help shape future developments, research projects, and educational programs.

The function of a perimeter fence is to restrict unauthorized human entry to the property, prevent disturbance to research/education equipment, and removal of resources. Since the cost of a perimeter fence is very expensive, it is suggested to thoroughly evaluate its importance and need before making the investment. Should one be considered, it is likely this would be for the south boundary along County Highway J and the west boundary along Rangeline Road. Since the north boundary is bordered by private property and the east boundary is bordered by both private property and the Pigeon River, these two sides are less likely to require it. It is suggested that the extent of unauthorized entry be monitored before making a decision to invest in perimeter fencing.

### RESEARCH PROJECT SUGGESTIONS

There are infinite research projects that could be conducted at Bur Oak Conservancy and Outdoor Laboratory and are limited only by one's imagination. It will undoubtedly be essential to begin with inventories to assess the composition of the property. The following are suggestions of the inventories that may provide the first step in the process of conducting further research, improving our understanding, and hopefully increasing our environmental stewardship:

- *Flora/fauna inventories and maps*
- *Annual sampling*
- *Aquatic sampling*
  - *Establish baseline statistics for annual monitoring and comparison to other river locations like Maywood*
  - *Mussel survey*
  - *Turtle survey*
  - *Salamander monitoring program*
- *Nest box monitoring*
- *Endangered/threatened species list*
- *Rare mammal survey (lesser seen species e.g. flying squirrels, various bat species, weasels, gray foxes, etc.)*
- *Butterfly/moth survey*

In the fall of 2013 a grid of reference points was established at Bur Oak. These reference points will be useful in identifying progress and locations of various projects. Inventories of flora and fauna will be invaluable to plan future research. Since the reference points do not correlate to the Pigeon River it is recommended that aquatic research project reference points be established by measuring from north to south and placing metal snow fence posts or metal pipe markers at 100' intervals along the riverbank. These reference points will be valuable in identifying locations, features, flora/fauna, or river characteristics that will be significant in its research.

The value of aquatic research and inventories will increase as they are compared to the Pigeon River section through Maywood. Contrasting the two sites may help students predict and understand the impacts on river health by analyzing the changes to the river between Bur Oak and Maywood. With public land close to the mouth of the Pigeon River, researchers/students could develop a good baseline of the Pigeon River water quality for future comparison and making recommendations for its improvement.

Although aquatic inventories should begin with establishing a Q value through chemical and invertebrate analysis, mussel, turtle, and fish surveys may also be vital in establishing a baseline in subsequent inventories.

As amphibians, salamanders have ties to aquatic habitats. In 2008 blue spotted salamanders were discovered on the property, using the ephemeral ponds for egg laying. It is strongly suggested to conduct annual salamander data collecting. Salamanders are extremely sensitive to environmental

## Bur Oak Conservancy and Outdoor Laboratory

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change and may be vital in predicting changes to the property that could negatively impact other species. By analyzing the habitat characteristics of Bur Oak, they help predict whether salamanders may be present at Maywood, or whether improvements can be made to certain habitats to restore salamander populations.

Bur Oak provides many other opportunities for inventory research. Contact with Wisconsin colleges and universities may generate interest for research projects. As a result, Maywood would benefit from their findings, providing a clearer understanding of the property's inhabitants. The list shown at the beginning of this section provides a few of the possible investigations that could be conducted.

### ANNUAL MONITORING

Annual monitoring of the Bur Oak Conservancy and Outdoor Laboratory is required per the *Garton Conservation Easement* drafted by the Glacial Lakes Conservancy. Required monitoring investigates activities on the property and documents changes from the previous year, especially any violations to the conservation easement.

Baseline photographs, coupled with annual monitoring can reflect the natural succession and man-made enhancements that detail the more recent story of Bur Oak under its new land stewards. Although the conservation easement's baseline began in 2006, the real baseline may be found in the 1834 land survey records of Sheboygan County. In the case of Maywood, Deputy Surveyor Nehemiah King recorded the vegetation types, occupancy by Native Americans, and routes of foot traffic that, in some cases, have eventually become major highways. Since this first written land record, there may be recorded deeds that will shed even more light on the changes and people who depended on this parcel for their subsistence, recreation, or simply to commune with the endless natural discoveries Bur Oak offers.

Despite the annual monitoring obligation of the *Garton Conservation Easement*, Bur Oak is the perfect setting to discover first-hand the many lessons learned by Aldo Leopold. These land ethic lessons begin with regular observation and documentation of the phenology and natural events of every season. Surrounded by development, Bur Oak's connection to Nehemiah King's penned entries may tentatively reveal that this parcel, although manipulated over the years, may very well be attempting to return to a natural balance. Monitoring and documentation are essential tools in striving to employ the wisdom of Leopold and take careful action as well-informed land stewards. As a result of these efforts, Bur Oak will undoubtedly have many lessons that will help shape generations of stewards privileged to trod its landscape while its increasing value makes this island of ecological significance an environmental sanctuary and connection to natural communities of Wisconsin's past.

It is the charge of Maywood's Property Stewardship and Enhancement Committee to make recommendations and oversee property related changes to Maywood and Bur Oak. It is urged that the Committee develop and oversee year around data collection to establish the basis for future management projects. It is hoped that the environmental wisdom gained from Bur Oak will be valuable to policy and decision makers in determining the best use and practices for lands throughout the area. As stated by Aldo Leopold, "We abuse land because we see it as a commodity belonging to us. When we see land as a community to which we belong, we may begin to use it with love and respect."

*A final note to those who regularly monitor Bur Oak: Your frequent visits may produce new experiences and discoveries that will eventually provide far more than just another entry into a log book. The route walked, a particular tree, or a specific landscape feature may all become familiar with frequent visits. However, your senses may reveal subtle nuances; smells, sounds, and sightings that all embed a permanent record in your memory, the accumulation of which may affect your feelings toward the land. As this unexplainable compassion of discovery migrates into your heart, Leopold's wisdom can be realized and your connection to the land will forever be changed, giving new meaning to your role as a land steward.*

**CHECKLIST OF FUTURE CONSIDERATIONS**

This checklist of future considerations has been included to help guide discussions and planning of the Bur Oak property. Other considerations will certainly arise and can be added to the checklist, but for the near future the Maywood Property Stewardship and Enhancement Committee may find the checklist to be a useful tool in prioritizing projects and points of discussion in subsequent meetings.

- Property surveys (i.e. vegetation, mammals, etc.)
- Site plans for specific projects
- Detailed topographic map (i.e. GIS mapping)
- Drainage map
- Vegetation management plan
- Planting plan
- Trail construction
- Pine stand thinning
- Boardwalk design
- Bridge design
- Pond repair work
- Permanent location of parking
- Parking improvements
- User permit system (i.e. hunting, firewood collecting)
- Trail posts
- Signage
- Research projects
- Invasive species removal
- River obstructions
- Tree pruning
- Nest boxes
- Interpretive trail booklet
- Vegetation/wildlife checklists
- QR code interpretive trail
- Instructional shelter
- Research stations
- Stairway construction
- Wildlife exclusion area
- Trail cameras
- Perimeter fence
- Aquatic sampling with Maywood comparison
- River observation deck
- Riverbank distance markers
- Junk pile removal
- Deer stand/pallet removal
- Upcoming project schedule
- Work crews
- Budget
- Parking cable
- Programs
- Monitoring visits
- Hawthorn reduction

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. March 16, 2015.

Your Committee to whom was referred Res. No. 155-14-15 by Alderperson Heidemann authorizing advertising for bids for the 2015 Concrete Sidewalk 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**

5.6

Res. No. 155 - 14 - 15. By Alderperson Heidemann. February 16, 2015.

A RESOLUTION authorizing advertising for bids for the 2015 Concrete Sidewalk Program.

RESOLVED: That the Public Works Department is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.15 (3), Wisconsin Stats, for the 2015 Concrete Sidewalk Program 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*

\_\_\_\_\_

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.       - 14 - 15      . By FINANCE. March 16, 2015.

Your Committee to whom was referred Res. No. 161-14-15 by Alderperson Hammond approving the Agreement between the John Michael Kohler Arts Center, Inc., and the City of Sheboygan for Payments in Lieu of Taxes for the former Sentry Store; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

III

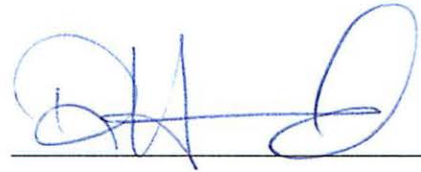
4.4

Res. No. 161 - 14 - 15. By Alderperson Hammond. March 2, 2015.

A RESOLUTION approving the Agreement between the John Michael Kohler Arts Center, Inc. and the City of Sheboygan for Payments in Lieu of Taxes for the former Sentry Store located at 725-737 S. Taylor Drive.

RESOLVED: That the Common Council approve the Agreement between the John Michael Kohler Arts Center, Inc. and the City of Sheboygan for Payments in Lieu of Taxes for the former Sentry Store located at 725-737 S. Taylor Drive.

*Finance  
approve.*

  
\_\_\_\_\_

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

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

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

**AGREEMENT BETWEEN  
JOHN MICHAEL KOHLER ARTS CENTER, INC.  
AND THE CITY OF SHEBOYGAN  
FOR PAYMENTS IN LIEU OF TAXES**

**THIS AGREEMENT** (the "Agreement") is made as of the 20 day of FEBRUARY, 2018, by and between John Michael Kohler Arts Center, Inc., a Wisconsin corporation, with its principal offices located at 608 New York Avenue, Sheboygan, WI 53081 (hereinafter "JMKAC" or "Owner"), 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").

**WITNESSETH:**

**WHEREAS**, the Owner has acquired a property referred to herein alternatively as the "Subject Property" or the "Property," located in the City, and more particularly described in Exhibit "A" attached hereto; and

**WHEREAS**, use of the Property will consist of public tours for art enthusiasts, conservation of artworks and educational training related thereto, exhibition staging and educational training related thereto, scholarly research, photography of art work for data collection and the public, and the storage/warehousing of the artworks for exhibit staging in a one-story building formerly known as the Sentry grocery store building located at 725-737 S. Taylor Drive, Sheboygan, WI (the "Project"); and

**WHEREAS**, the Owner intends to file a request with the City for real and personal property tax exemption under state law relative to its ownership and usage of the Property; and

**WHEREAS**, the Owner nonetheless recognizes that, notwithstanding a determination by the City upon such request of the Property qualifying for property tax exempt status, valuable government services will be provided to it, which services directly or indirectly relate to health, safety and welfare and, which include, but are not limited to general governmental administrative services and police services; and

**WHEREAS**, the Owner, upon a determination of property tax exempt status for the Property, wishes to make payments in lieu of taxes (PILOTs) to the City for the Property in recognition of those services.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Whereas Clauses. The parties hereby acknowledge that the above clauses are part of this Agreement.

2. City Services.

(a) *Certain Services Typically Covered by Property Tax.* Irrespective of Property tax status, the City agrees to continue to furnish general governmental administrative services and police services to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees, assessments and charges), to other similarly situated warehouses and storage facilities in the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon City any additional duties, it being the parties' intent that the City provide public service subject to the same duties and liability as apply to the public generally. Services included herein are general governmental administrative services and police services. The City shall not have breached its obligations hereunder if it is prevented from providing such services because of typical force majeure reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), or because of budgetary constraints or because any person or entity shall assert a right which prevents delivery of such services as are furnished from time to time without cost or charge (except by means of property tax) to other warehouses and storage facilities in the City.

(b) *Special Assessment, Special Charges and Fees.* Notwithstanding the above paragraph or the property tax exempt status of the Property, the Owner understands that it will be subject to special assessments, special charges and special taxes as defined in Wis. Stats. 74.01 (and as also referred to in Wis. Stats. Ch. 66) and fees charged by the City in the same manner and to the same extent that such special assessments, special charges, special taxes and fees are charged for similar services and/or undertakings to warehouses and storage facilities within the City. This provision shall not affect the City's powers, consistent with the law, to determine the services (other than those typically covered by the property tax) that shall be provided to the Property and/or similarly situated property pursuant to this paragraph. Nothing contained herein shall preclude the Owner from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes or fees by the City.

3. PILOT Payments.

(a) *Calculation for Tax Years 2015 and Subsequent Tax Years.* In recognition of those services covered by paragraph 2(a) of this Agreement, in the event the Property is determined to be tax exempt for tax year 2015 and subsequent tax years, the Owner agrees to pay the City an annual PILOT payment for the exempt portion of the Property for each tax year (or portion thereof) during which the Owner owns the Property. If the Owner transfers or conveys the Property, the PILOT for that year will be prorated based upon the number of full months for which the Owner owned the Property.

The annual PILOT payments for such services shall be \$7,000. The PILOT payment due shall be adjusted annually based upon the change in the United States Bureau of Labor Statistics Consumer Price Index ([www.bls.gov](http://www.bls.gov)) all Urban Consumers Midwest Area, Size B/C from January through December 2015 and each year thereafter. The City shall provide JMKAC with the calculation of the PILOT every five years where actual increases in the cost of providing services are reviewed and the PILOT payment is adjusted as appropriate.

(b) *Payment Due Date.* PILOTs for tax year 2015 and subsequent years shall be due and payable in full on or before January 31 of the year following the tax year for which the PILOT was calculated.

(c) *Use of Payment.* The City may use and expend PILOTs hereunder in such manner and for such purposes as to offset the City levy for those services covered under paragraph 2(a).

(d) *Nonpayment.* The Owner has a good faith duty to take affirmative steps to satisfy its PILOT obligations hereunder by making timely payments to the City. A lien shall attach to the Property in the event of nonpayment or partial payment. If the Owner meets its good faith duties under the terms of the Agreement, the City shall not take and hereby waives any enforcement or collection action against the Owner related to the PILOT. The City expressly retains its governmental rights, authority and powers available at law or in equity.

4. Exempt Status. Even if the City initially determines that, if the Owner uses the Property for the purposes described to City in an application for exemption, all or a portion of the Property will qualify for real and personal property tax exemption under Wisconsin law, the City Assessor's Office may review the Property's exempt status under Wis. Stats. 70.11 from time to time with the respective January dates being the reference dates for

those exemption reviews. If the City, as a result of those reviews or otherwise, including an event described in paragraph 5(b) through (d) herein, determines that the Property no longer qualifies for exemption from property tax, for the year in which the determination is made:

- (a) The City will provide notice of such determination to the Owner, no later than April 30th of that year;
- (b) This Agreement shall terminate with respect to that and any subsequent years for which exemption no longer applies;
- (c) If a PILOT has been paid for that year, the City shall promptly refund such PILOT, or at the option of the City, offset such payments against any property taxes due from Owner; and
- (d) The Property shall be placed on the property tax rolls for that and any subsequent years for which exemption has been determined not to apply.

If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by the appropriate procedure provided under Wisconsin law for similarly situated property.

5. Term. The PILOT agreement shall terminate on the soonest of any of the following-described dates:

- (a) The day before the respective January 1 of the year concerning which the City determines that the Property no longer qualifies for the property tax exemption;
- (b) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of a property exempt from the general property tax or similarly situated owners of exempt property;
- (c) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property; and
- (d) The effective date of legislation or case law, which indicates that PILOT payments are not permitted by exempt property owners.

6. Documents, Inspection, Cooperation. The Owner agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Development Office, the City Attorney's

Office and the City Finance Office) with respect to this Agreement by allowing inspections of the Property upon reasonable written request of the City and by allowing inspection of leases of the Property and other documents requested of the Owner. Notwithstanding the foregoing, the City expressly reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection and information to the extent the property owner is required to allow any such inspection under Wisconsin Law. The Owner is not hereby granting rights to inspection beyond those provided by law.

7. **Amendment.** The City and the Owner expressly reserve the right to modify and amend this Agreement from time to time, as they shall mutually agree in writing executed by both parties.

8. **Severability; Governing Law.** If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of the Agreement and/or the application of the Agreement to any other circumstance shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City of Sheboygan shall be the governing law with respect to this Agreement.

9. **Authority.** The Owner represents and warrants to the City that its agents executing this Agreement have been duly authorized to so execute and to cause the Owner to enter into this Agreement. The City represents and warrants to the Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

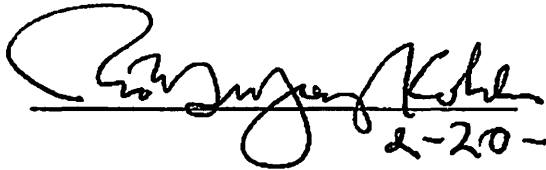
10. **Binding Effect.** The rights and obligations under this Agreement shall run with the land and along with the conditions hereof, shall be binding upon the parties' successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

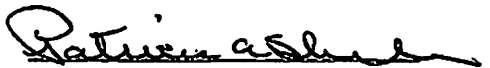
CITY OF SHEBOYGAN

JOHN MICHAEL KOHLER ARTS CENTER, INC.

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

BY:  \_\_\_\_\_  
2-20-15

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

ATTEST:  \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: 2-2-15

This document is authorized by and in accordance with Res. No. \_\_\_\_\_-14-15.

This document consists of six (6) typewritten pages, including the signature page.

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Stephen G. McLean  
City Attorney  
Sheboygan, WI 53081  
WI State Bar No. 01011662

EXHIBIT "A"

**LEGAL DESCRIPTION FOR JOHN MICHAEL KOHLER ARTS  
CENTER, INC. FORMER SENTRY STORE PROPERTY**

Lot 1 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 15 of Certified Survey Maps on pages 337-340 as Document Number 1532887, being part of the SE1/4 of the SE1/4 and part of the SW1/4 of the SE1/4 and part of the NE1/4 of the NE1/4, Section 28, City of Sheboygan, Sheboygan County, Wisconsin.

(Tax Parcel No. 59281215130)

**AGREEMENT BETWEEN  
JOHN MICHAEL KOHLER ARTS CENTER, INC.  
AND THE CITY OF SHEBOYGAN  
FOR PAYMENTS IN LIEU OF TAXES**

**THIS AGREEMENT** (the "Agreement") is made as of the 20 day of FEBRUARY, 2015, by and between John Michael Kohler Arts Center, Inc., a Wisconsin corporation, with its principal offices located at 608 New York Avenue, Sheboygan, WI 53081 (hereinafter "JMKAC" or "Owner"), 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").

**WITNESSETH:**

**WHEREAS**, the Owner has acquired a property referred to herein alternatively as the "Subject Property" or the "Property," located in the City, and more particularly described in Exhibit "A" attached hereto; and

**WHEREAS**, use of the Property will consist of public tours for art enthusiasts, conservation of artworks and educational training related thereto, exhibition staging and educational training related thereto, scholarly research, photography of art work for data collection and the public, and the storage/warehousing of the artworks for exhibit staging in a one-story building formerly known as the Sentry grocery store building located at 725-737 S. Taylor Drive, Sheboygan, WI (the "Project"); and

**WHEREAS**, the Owner intends to file a request with the City for real and personal property tax exemption under state law relative to its ownership and usage of the Property; and

**WHEREAS**, the Owner nonetheless recognizes that, notwithstanding a determination by the City upon such request of the Property qualifying for property tax exempt status, valuable government services will be provided to it, which services directly or indirectly relate to health, safety and welfare and, which include, but are not limited to general governmental administrative services and police services; and

**WHEREAS**, the Owner, upon a determination of property tax exempt status for the Property, wishes to make payments in lieu of taxes (PILOTs) to the City for the Property in recognition of those services.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Whereas Clauses. The parties hereby acknowledge that the above clauses are part of this Agreement.

2. City Services.

(a) *Certain Services Typically Covered by Property Tax.* Irrespective of Property tax status, the City agrees to continue to furnish general governmental administrative services and police services to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees, assessments and charges), to other similarly situated warehouses and storage facilities in the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon City any additional duties, it being the parties' intent that the City provide public service subject to the same duties and liability as apply to the public generally. Services included herein are general governmental administrative services and police services. The City shall not have breached its obligations hereunder if it is prevented from providing such services because of typical force majeure reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), or because of budgetary constraints or because any person or entity shall assert a right which prevents delivery of such services as are furnished from time to time without cost or charge (except by means of property tax) to other warehouses and storage facilities in the City.

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The annual PILOT payments for such services shall be \$7,000. The PILOT payment due shall be adjusted annually based upon the change in the United States Bureau of Labor Statistics Consumer Price Index ([www.bls.gov](http://www.bls.gov)) all Urban Consumers Midwest Area, Size B/C from January through December 2015 and each year thereafter. The City shall provide JMKAC with the calculation of the PILOT every five years where actual increases in the cost of providing services are reviewed and the PILOT payment is adjusted as appropriate.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

JOHN MICHAEL KOHLER ARTS CENTER, INC.

BY: Michael Vandersteen  
Michael Vandersteen  
Mayor

BY: John Michael Kohler  
2-20-15

ATTEST: Susan Richards  
Susan Richards  
City Clerk

ATTEST: Ratisha Asher

DATED: 3/17/15.

DATED: 2-2-15

161 This document is authorized by and in accordance with Res. No. -14-15.

This document consists of six (6) typewritten pages, including the signature page.

Approved as to form this 26<sup>th</sup> day of March, 2015.

Stephen G. McLean  
Stephen G. McLean  
City Attorney  
Sheboygan, WI 53081  
WI State Bar No. 01011662

EXHIBIT "A"

LEGAL DESCRIPTION FOR JOHN MICHAEL KOHLER ARTS  
CENTER, INC. FORMER SENTRY STORE PROPERTY

Lot 1 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 15 of Certified Survey Maps on pages 337-340 as Document Number 1532887, being part of the SE1/4 of the SE1/4 and part of the SW1/4 of the SE1/4 and part of the NE1/4 of the NE1/4, Section 28, City of Sheboygan, Sheboygan County, Wisconsin.

(Tax Parcel No. 59281215130)

**DOCUMENT #5249**

An agreement for payment in lieu of taxes between City of Sheboygan and John Michael Kohler Arts Center.

Res. No. 161-14-15.

February 20, 2015.

VIII

R. C. No.       - 14 - 15      . By FINANCE. March 16, 2015.

Your Committee to whom was referred Res. No. 162-14-15 by Alderperson Hammond establishing the Commercial Façade Loan Program to be used in eligible areas to encourage revitalization of building facades in the downtown area; recommends that the Resolution be approved.

*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

1114

III

4.5

Res. No. 162 - 14 - 15. By Alderperson Hammond. March 2, 2015.

A RESOLUTION establishing the Commercial Façade Loan Program to be used in eligible areas to encourage revitalization of building facades in the downtown area.

WHEREAS, The Redevelopment Authority met on February 18, 2015 and recommends the Common Council consider establishing the program utilizing funding from the Economic Development Loan Program revolving loan fund account per the attached proposal.

WHEREAS, The program shall be administered by the Department of Planning and Development and new loans shall be negotiated and approved by the Redevelopment Authority on behalf of the Common Council.

RESOLVED: the Common Council approves the establishment of the new program to encourage reinvestment in older buildings in targeted areas.

*Finance  
approve*

  
\_\_\_\_\_

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

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

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



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# Commercial Facade Loan Program

## Proposal for RDA

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### ***Purpose:***

- to encourage façade renovations following the 8th Street Design Guidelines.

### ***Loan Requirements:***

- Must create new Low-to-Moderate Income positions for up to \$25,000 per job created
- An architect must be hired to prepare drawings for the proposed work. Drawings must be submitted for City Development staff approval prior to loan approval.
- Will have to pay federal wages

### ***Loan Amount:***

- up to \$100,000 per property

### ***Loan Terms:***

- Interest free for 10 years
- No matching funds required

### ***Eligible Area:***

- Michigan Ave (from N. 14th St to N. 8th St)
- 8th Street (from Michigan Ave to Indiana Ave)
- Indiana Ave (from S. 8th St to S. 14th St)

### ***Outreach Plan:***

- City Development will prepare postcards for all businesses located in target area as well as architects informing them of the program.
- 
-

**VIII**

R. C. No.         - 14 - 15        . By FINANCE. March 16, 2015.

Your Committee to whom was referred Res. No. 163-14-15 by the City Clerk approving amendments to the City of Sheboygan Economic Development Loan 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**

Res. No. 163 - 14 - 15. By Alderperson Hammond. March 2, 2015

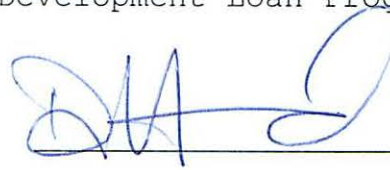
A RESOLUTION approving amendments to the City of Sheboygan Economic Development Loan Program.

WHEREAS, The Redevelopment Authority met on February 18, 2015 and recommends the Common Council consider the following changes to the program:

1. Increase the amount loaned per job from \$10,000 to \$25,000 per new Full-time equivalent job created.
2. Increase the requirement that loans cannot exceed 30% of the total project costs to 50% of the total project cost.
3. Change the interest rate from 3% below the Prime Interest rate or a floor of 3% to the Applicable Federal Rate (AFR) at the time of the loan.

RESOLVED: the Common Council approves the amendments to the Economic Development Loan Program and authorizes the City Development Department to incorporate these changes in Economic Development Loan Program Policies and Procedures Manual for the program.

*Finance  
approve*

  
\_\_\_\_\_

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

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

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

Performance Period: 04/27/15 through 03/31/16  
Award Amount: \$493,500

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROGRAM AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
AND  
CITY OF SHEBOYGAN**

**AGREEMENT CDBG-DR-MW #15-01**

THIS AGREEMENT is made and entered into by and between the State of Wisconsin Department of Administration, hereinafter referred to as the "Department," and the City of Sheboygan, hereinafter referred to as the "Grantee." This Agreement is effective as of April 27, 2015 after signature of all parties.

WHEREAS, the Department administers the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, hereinafter referred to as the "Program," through the Division of Housing to provide funds for eligible activities; and

WHEREAS, the Grantee has submitted an application for the identified Program; and

WHEREAS, this Agreement is a mutually exclusive contract and is distinguished from all previous contracts between the Grantee and the Department and contains the entire understanding between the parties; and it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, pursuant to Section 16.54 (6), Wis. Stats., the Department, at the Governor's discretion, is authorized to enter into an agreement with an agent designated under Section 16.54(6), Wis. Stats., to allow the agent to do one or more of the activities identified in Section 16.54 (6), Wis. Stats., as may be further limited under the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Sections 1 and 2 below, Articles 1 through 36, and ATTACHMENTS A through G which are annexed and made a part hereof.

SECTION 1: The Department, on reliance upon the representations set forth in the Application, has approved an award in the amount of \$493,500 for eligible activities and will provide said funds to the Grantee consistent with the terms of this Agreement and the Grantee's compliance with the conditions of this Agreement; and

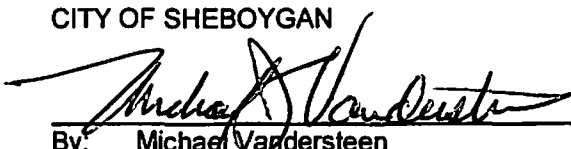
SECTION 2: The Grantee shall and will comply fully and completely with all provisions of this Agreement in order to be eligible for the funds awarded under this Agreement and to be in compliance with all provisions of this Agreement.

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By:   
Title: Deputy Secretary

Date: 6-3-2015

CITY OF SHEBOYGAN

By:   
Title: Mayor

Date: 6-15-2015

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1. REVIEW**

Liaison with the Department shall be through the Administrator of the Division of Housing or person designated by the Administrator, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

### **ARTICLE 2. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin and the United States. Where applicable, the Grantee shall comply with local laws, ordinances, and regulations in effect during the period of this Agreement.

### **ARTICLE 3. IDENTIFICATION AND AVAILABILITY OF FUNDS**

The source of program funding for this Agreement is described in the ATTACHMENTS. Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. Termination of this Agreement for lack of appropriations shall be without penalty.

### **ARTICLE 4. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

### **ARTICLE 5. PERIOD OF PERFORMANCE AND NOTICES**

Except for Survival Requirements (ARTICLE 4), the Performance Period is the term of this Agreement. The Period of Performance under this Agreement is as defined in the ATTACHMENT B. All notices, demands, or requests under this Agreement shall be in writing to the addresses listed in ATTACHMENT B.

### **ARTICLE 6. OBJECTIVES/SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the ATTACHMENTS. In the event of a conflict between the summary in the ATTACHMENTS and the application and/or other supporting documents previously submitted to the Department by the Grantee, in ATTACHMENT C shall control.

The Grantee shall supply all necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the eligible activities set forth in the ATTACHMENTS. The Grantee shall provide the services in accordance with applicable professional standards.

### **ARTICLE 7. SUBCONTRACTS/ASSIGNMENTS**

The Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification to the Department. The Department reserves the right to reject any subgrantee after notification. The Grantee must provide the Department with a copy of any executed subcontract or accepted subgrantee bid for the purpose of administering this Agreement that relates to activities funded under this Agreement. The Grantee shall be responsible for all matters involving any subgrantee engaged under this Agreement, including Agreement compliance, performance, and dispute resolution between itself and a subgrantee. The Department bears no responsibility for subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. REPORTING**

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in ATTACHMENT C, and shall comply with all other applicable regulations. Financial Reports must be submitted with each request for funds. Copies of the Financial reports will be maintained in the Grantee's file.

**ARTICLE 9. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds, in whole or part, if any required report is not timely provided to the Department upon request or as required under any provision of this Agreement, or if the Grantee has not complied with the terms of this Agreement. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other Agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 10. TERMINATION OF AGREEMENT FOR CAUSE**

The Department reserves the right to terminate this Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

**ARTICLE 11. TERMINATION OF AGREEMENT**

Notwithstanding and in addition to the right to terminate the Agreement in Article 10 above, the Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Agreement by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination. If the Grantee fails to pay these amounts to the Department, the Grantee may be liable for the full unpaid balance plus interest at the annual rate of 12 percent from the date of the notice.

**ARTICLE 12. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all applicable federal and state laws, ordinances, regulations, guidance, and findings that are in effect during the performance period of this Agreement and which in any manner affect the Grantee's work or conduct.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or as a result of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or any of its subgrantees, in prosecuting work under this Agreement. If Grantee is a federally recognized American Indian Tribe or Band, or an Authority, this Article shall not be construed as a waiver of tribal sovereign immunity and local ordinances or regulations may not apply.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Article of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expenses.

**ARTICLE 13. CAPTIONS AND TERMS**

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement. Terms used but not specifically defined herein shall have the meaning defined by the Department.

**ARTICLE 14. PARTIAL INVALIDITY OF AGREEMENT**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

**ARTICLE 15. AMENDMENT**

Any amendment to this Agreement is at the discretion of the Department and must be by written amendment to this Agreement between the Department and the Grantee.

**ARTICLE 16. SPECIAL CONDITIONS**

Special Conditions incorporated as part of this Agreement are described in the ATTACHMENTS.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 17. METHOD OF PAYMENT**

Payments are to be used exclusively for expenses incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as the ATTACHMENTS.

Request for final payment of any and all funds awarded by this Agreement, including project and administrative funds, must be received by the Department or other appropriate governmental agency or entity within 60 days of the end of the Performance Period or termination of this Agreement unless otherwise specifically provided for in the ATTACHMENTS.

Costs incurred prior to the effective date of the Agreement whether or not they would have been allowable hereunder if incurred after such date are only allowable if specifically provided for in the ATTACHMENTS.

**ARTICLE 18. VARIANCES**

Variations may be permitted as set forth in the ATTACHMENTS. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes must be made by an amendment to this Agreement.

**ARTICLE 19. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds, which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 20. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. The word "funds" as used in this Article does not include Program Income.

**ARTICLE 21. PROGRAM INCOME**

Program Income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all contracted funds obtained from the Department; proceeds derived after Agreement Closeout from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition. Program Income may be further described in the ATTACHMENTS.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source described in the ATTACHMENTS. If at any time changes in the use of Program Income are considered, the Grantee must submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee further agrees to return the Program Income balance and any additional Program Income accrued to the Department by January 31 of the following year.

**ARTICLE 22. FINANCIAL MANAGEMENT**

The Grantee shall maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the ATTACHMENTS and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

## **ADMINISTRATIVE TERMS AND CONDITIONS**

### **ARTICLE 23. PROCUREMENT**

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

### **ARTICLE 24. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

### **ARTICLE 25. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

### **ARTICLE 26. PUBLICATIONS AND SOFTWARE DEVELOPMENT**

The Department reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all materials and software developed from the program. All printed materials funded in whole or in part under this Agreement shall contain the following statement:

"This publication (or article, report, document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Housing".

### **ARTICLE 27. RECORD KEEPING AND CONFIDENTIALITY**

The Grantee shall establish a record keeping system that conforms to the rules and regulations required by the Program funding source described in the ATTACHMENTS and/or to standards established by the Department to assure that the Agreement is in compliance with all applicable regulations. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Department. Records shall be maintained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer.

The minimum acceptable records for administrative purposes of this Agreement consist of:

- 1) Documentation of employee time;
- 2) Documentation of all materials, supplies, and travel expenses;
- 3) Inventory records and supporting documents for allowable equipment purchased to carry out the scope of work of the project;

- 4) Documentation and justification of the methodology used for any in-kind contributions;
- 5) Justification supporting allocation of space charges or other indirect cost allocation methods;  
and
- 6) Any other records which support charges incurred.

The Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other Agreements, projects, and programs.

Except as required by the Department, disclosure by the Grantee of any information concerning beneficiaries who receive services from the Grantee is prohibited. The Grantee is responsible for obtaining all necessary, informed, written consent of the beneficiaries or the beneficiaries' legal guardians when the beneficiaries apply to the Grantee so that this Agreement can be properly administered by the Grantee and audited by the Department.

#### **ARTICLE 28. EXAMINATION OF RECORDS**

The Department shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the Grantee shall provide copies in such form as may be requested by the Department. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. See Attachment G, Special Conditions, for specific program requirements. This provision shall also apply in the event of termination of this Agreement.

#### **ARTICLE 29. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

NOTE: The funding source (federal or state) of this grant is identified in the ATTACHMENTS.

##### **Federal Funded Awards:**

**Governmental Grantees**, or their assignees, including Non-Profit and For-Profit assignees, that **expend \$750,000 or more** in a single year from awards which funding originated from Federal Government sources, shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), 2 CFR Part 200, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

**Non-Profit Grantees**, or their assignees, that **expend \$750,000 or more** in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and CFR Part 200. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

**For-Profit Grantees**, or their assignees, that **expend \$750,000 or more** in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments listed by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$750,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**State Funded Awards:**

**Governmental, Non-Profit, and For-Profit Grantees**, or their assignees, that **expend \$100,000 or more in a single year from awards which funding originated from State Government sources** shall have a **certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards**. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**Submit a total of 2 copies**

Send one (1) copy of the Audit along with the Management Letter to each of the addresses shown below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor. If the auditor does not issue a Management letter, the Grantee shall submit a written assurance to the Grantor/State that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that which would be issued in a Management Letter, under another title shall be considered Management for the purposes of this agreement. Include a copy of the firm's most recent quality/peer review report, including any accompanying letter of findings.

Single Audit Coordinator  
DOA Division of Administrative Services  
101 E Wilson Street, 9<sup>th</sup> floor  
PO Box 7869  
Madison, WI 53707-7869

Stan Kaitfors  
Emergency Assistance Program Manager  
101 East Wilson Street  
P.O Box 7970  
Madison, WI 53707-7970

## **ASSURANCES**

### **ARTICLE 30. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

#### **Non-discrimination**

No eligible household shall be denied any services enumerated in this Agreement or be subjected to unlawful discrimination because of age, race, religion, color, handicap, sex, physical condition, or developmental disability.

In accordance with sub ch. II, Chapter 111 of the Wisconsin Statutes, the Grantee shall not discriminate in employment against properly qualified individuals by reason of their age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state or of the use or nonuse of lawful products off the employer's premises during nonworking hours. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

#### **Affirmative Action Plan**

An Affirmative Action Plan is required from any Grantee who receives an award from the Department in excess of twenty-five thousand (\$25,000) or more, and who has an annual work force of twenty-five (25) or more employees as of the Agreement date. Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with the Division a completed and signed exemption form. General purpose units of government and Federally-Recognized Indian Tribes or Bands are exempt from this requirement.

"Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment; (2) internal and external dissemination of the policy; (3) assignment of key employee as the equal opportunity officer; (4) a workforce analysis that identifies job classification where representation of workers, minorities and the disabled is deficient; (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of work force; (6) revision of all employment practices to ensure that they do not have discriminatory effects; and (7) establishment of internal monitoring and reporting systems to measure progress regularly.

Within fifteen (15) days after the award of this Agreement, the Grantee shall submit the written Affirmative Action Plan to the Department of Administration, Contract Compliance, Affirmative Action Office, PO Box 7867, Madison, Wisconsin 53707-7867. No extensions of this deadline shall be granted. Grantees are encouraged to contact this office at 608-266-2605 for technical assistance on Equal Opportunity.

#### **Equal Opportunity**

Grantees are obligated to ensure that persons with limited English proficiency (LEP) have meaningful and equal access to benefits and services. This assistance goes beyond provision of brochures in Spanish, Hmong, or any other language. As some individuals may not read English, or another language, the Grantee must have a mechanism to communicate orally with people with limited English proficiency.

Grantees are obligated to ensure that eligible households shall have equal access to benefits and services enumerated in this Agreement without regard to actual or perceived sexual orientation, gender identity, or marital status as stated in 24 CFR Section 5.105(a)(2).

Section 3

Grantees are obligated to comply with Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135.

**ARTICLE 31. DISCLOSURE**

If a state public official as defined by s. 19.42, Wis. Stats., or an organization in which a state public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

**ARTICLE 32. FAIR HOUSING**

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

**ARTICLE 33. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned, and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The Grantee shall keep records of the extent (number and dollar amount) of participation by the above-specified businesses, including owners, and assess the results of its efforts to encourage the use of such businesses.

**ARTICLE 34. GRANTS MANAGEMENT REQUIREMENTS**

The following U.S. Office of Management and Budget (OMB) final guidance applies:

78 FR 78589: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is codified at 2 CFR part 200.

**ARTICLE 35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Grantee shall certify to the best of its knowledge and belief, that it and its contractors or sub recipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

The Grantee shall also certify to the best of its knowledge and belief its contractors or sub recipients have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

**Definitions**

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**ATTACHMENT A  
PROGRAM FUNDING SOURCE**

**FUNDING SOURCE**

The United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants (CDBG) and has allowed each State to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions.

The funds awarded under this Agreement are subject to the continued availability of funding from the U.S. Department of Housing and Urban Development.

For accounting purposes, the CFDA Number for this CDBG Program is 14.228.

**PROGRAM IMPLEMENTATION**

The Grantee will comply with the CDBG Program guidance provided in the attached CDBG-EAP Implementation Handbook.

**ATTACHMENT B  
PERIOD OF PERFORMANCE AND NOTICES**

Use of these funds is limited to the Agreement's activities, and shall be used within the Performance Period.

The Performance Period for this Agreement is April 27, 2015 to March 31, 2016.

For purposes of this Agreement, the Performance Period stated is the allowable time to carry out the OBJECTIVES, SCOPE OF WORK and TIMETABLE as described in ATTACHMENT C.

**NOTICES**

For purposes of this provision, the Grantee shall notify the Department in writing within 10 days of:

- Change of address.
- Change of hours of operations.
- Change in staff responsible for the implementation of this Agreement.
- Change of administration responsible for oversight of this Agreement.
- Termination of the operation of any component of this Agreement.
- Any and all financial or operational condition encountered by the Grantee that could impact fulfillment of any component of this Agreement.

All notices, demands or requests under this Agreement shall be submitted in writing to the addresses listed below:

To the Department:      CDBG-EAP Program  
                                  ATTN: Stan Kaitfors, Program Manager  
                                  Division of Housing  
                                  Department of Administration  
                                  P. O. Box 7970  
                                  Madison, WI 53707-7970

To the Grantee:            Chad Pelishek, Dir. of Planning and Development  
                                  City of Sheboygan  
                                  828 Center Avenue, Suite 104  
                                  Sheboygan, WI 53081

**ATTACHMENT C  
OBJECTIVES / SCOPE OF WORK AND TIMETABLE**

The Grantee agrees to accomplish the following with the funds described in ATTACHMENT F, BUDGET, of this contract:

1. CDBG-DR funds from Budget Line M.1 in the amount of \$131,250 shall be used for the upgrading of storm sewer pipe with 30-inch pipe, new storm leads, and inlets.
2. CDBG-DR funds from Budget Line M.2 in the amount of \$318,750 shall be used to repave affected streets with concrete curb/gutter to allow for proper drainage
3. CDBG-DR funds from Budget Line M.3 in the amount of \$37,500 shall be used for engineering and contractor bid coordination

All contracts for administration and/or engineering related to this of this Agreement must be submitted to the Department prior to execution.

The Grantee shall maintain a staff sufficient to administer the above-named activities. All files and records shall be kept at 828 Center Avenue, Suite 104, Sheboygan, WI 53081

The Grantee agrees to complete the activities and program objectives of this Agreement according to the following schedule:

<u>ON OR BEFORE</u>	<u>ACCOMPLISHMENTS</u>
June 30, 2015	<p>Review the procedures outlined in the most recently published CDBG-EAP Implementation handbook in order to maintain program compliance</p> <p>Secure administrative services, as needed. Submit procurement documentation and contracts to the Division of Housing</p> <p>Set up files according to Department guidelines as spelled out in the most recently published CDBG-EAP Implementation Handbook</p> <p>Establish financial management system and accounts, as needed</p> <p>Initiate and Complete Environmental Compliance Review</p> <p>Submit Beneficiaries/Applicants and Accomplishments Reports, describe progress and/or delays</p>
September 30, 2015	<p>Continue Agreement activities</p> <p>Submit Beneficiaries/Applicants and Accomplishments Reports, describe progress and/or delays</p>
December 31, 2015	<p>Continue Agreement activities</p> <p>Submit Beneficiaries/Applicants and Accomplishments Reports, describe progress and/or delays</p>
March 31, 2016	<p>Commit 100% of total awarded grant funds</p> <p>Complete closeout report, Beneficiaries/Applicants and Accomplishments Reports and Final Labor Standards Compliance Report and submit to Division of Housing</p>

Arrange for audit, if necessary

Complete Agreement activities

Submit Beneficiaries/Applicants and Accomplishments Reports, describe progress and/or delays

January 31, 2017

Submit audit-scheduling letter to Division of Housing

**ATTACHMENT D  
REPORTING SCHEDULE**

The Grantee agrees to submit the following reports as specified by the Department:

**BENEFICIARIES DATA AND ACCOMPLISHMENTS REPORTS**

The Beneficiaries Data and Accomplishments Reports shall be in the form as described in Chapter IV, Financial Management section, of the most recently published CDBG-EAP Implementation Handbook. Accomplishments Reports shall be based on calendar quarters and due no later than 10 working days after the end of each calendar quarter. An Accomplishments Report is due for the calendar quarter in which the Agreement is effective and each subsequent quarter thereafter in the Performance Period.

**CLOSEOUT REPORT**

The Grantee shall submit **two** copies of a Closeout Report to the Department. Information necessary to complete the Closeout Report will be provided to the Grantee.

**ADDITIONAL REPORTS AND INFORMATION**

The Department reserves the right to amend and require additional information or reports as needed.

**AUDIT SCHEDULING LETTER**

The Grantee annually will submit a letter advising the Department whether or not a Single Audit will be performed. See Chapter XII of the most recently published CDBG-EAP Implementation Handbook.

**ATTACHMENT E  
METHOD OF PAYMENT**

The Grantee is responsible for requisitioning CDBG-DR funds through the Department, according to the established CDBG-EAP procedures described in Chapter IV, Financial Management, of the most recently published CDBG-EAP Implementation Handbook.

The Department is not responsible for Grantee's disbursement of funds to beneficiaries, subcontractors and/or other creditors.

CDBG-DR funds must be requested at such time as to minimize the number of days the funds are held in the Grantee's Grant Account.

The following actions must be completed before CDBG-DR funds for funded activities under this Agreement will be released

1. Agreement signed by the Grantee's chief elected official, or authorized representative, must be submitted to the Department.
2. Completed Depository and Signature Certification forms must be submitted to the Department.
3. Environmental Review Process must be completed by the grantee and receipt of Environmental Certification letter must be sent from the Department.
4. Procurement documentation and all subcontracts for administration of this Agreement must be submitted to the Department.

As prescribed on the Depository Certificate and described in Chapter IV of the most recently published CDBG-EAP Implementation Handbook the grantee shall choose one of the following methods of payment for the activities funded under this contract:

**Method 1: Reimbursement.** Under this method, the Grantee will pay for all CDBG-DR eligible costs associated with the activities funded under this Agreement from the Grantee's general account. Periodically, the Grantee shall request reimbursement of incurred costs. Reimbursement payment by the Department will be made to the Grantee's general fund.

**Method 2: Request-in-Advance.** Under this method, the Grantee will use CDBG-DR funds to make direct payment for activities funded under this Agreement. To use this method, the Grantee shall establish a non-interest bearing Grant Account to which the Department payment will be made and from which the Grantee will make direct payments. (CDBG-DR funds must be requested as to minimize the number of days the funds are held in the Grantee's Grant Account; payments from the Grant Account must be made within 3 working days of the deposit of the requested funds.)

**ATTACHMENT F  
BUDGET**

The Grantee agrees to spend its CDBG-DR funds in the following amounts and for the purposes indicated below:

M.1. Upgrade Storm Sewer Pipe	131,250
M.2 Repave Affected Streets	318,750
M.3 Engineering/Bidding	37,500
M.4 Program Administration	<u>6,000</u>

**TOTAL PROGRAM BUDGET** **\$493,500**

This budget may be amended as described in Article 15 of this contract.

**ATTACHMENT G  
SPECIAL CONDITIONS**

The Grantee shall comply with the Special Conditions as follows:

1. The Grantee agrees to follow policies and procedures of 24 CFR 570 and the Department's CDBG-EAP Implementation Handbook, and any subsequent amendments or changes.
2. The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG-DR funds.
3. Any program income earned from the CDBG-DR funds will be returned to the State unless other arrangements are mutually agreed upon in writing, between the Grantee and the Department. Program income means gross income received by the Grantee which is directly generated from the use of grant funds.
4. CDBG-DR funds may not be used to pay costs previously paid by other funding sources (e.g., personal insurance, federal programs, state programs, and other public or charitable assistance.) The Grantee will verify all sources of funding received for any activity to be funded under this CDBG-DR Agreement.
5. The Grantee understands that the Department will only reimburse administrative expenses proportionate to the project expenditures incurred.
6. During the course of this contract, the Grantee will affirmatively further Fair Housing by:
  - Publically endorsing the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution, or similar publicized statement of importance.
  - Displaying a fair housing poster or providing fair housing information at an appropriate public place
7. The Grantee understands that the Department will not entertain a request for an amendment to the Agreement within 30 days of the end of this Agreement.
8. The Department reserves the right to reduce or rescind these funds if, within 120 days of the effective date of this Agreement, progress in implementing the funded activities is substantially less than that committed to in this Agreement.

DOCUMENT #5250

A CDBG - DR-MW #15-01  
between City of Sheboygan and  
State of Wisconsin, Department of  
Administration for Disaster  
Recovery Program Agreement.

Res. No. 164-14-15.

June 15, 2015.

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. March 16, 2015.

Your Committee to whom was referred Res. No. 164-14-15 by Alderperson Heidemann authorizing the City of Sheboygan's participation in the Wisconsin Small Cities Community Development Block Grant - Disaster Recovery 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

IIIIV

III

4.6

Res. No. 164 - 14 - 15. By Alderperson Heidemann. March 2, 2015.

A RESOLUTION authorizing the City of Sheboygan's participation in the Wisconsin Small Cities Community Development Block Grant - Disaster Recovery Program.

WHEREAS, Federal monies are available under the Emergency Assistance Program, administered by the Wisconsin Department of Administration, Division of Housing for the purpose of disaster recovery; and

WHEREAS, the Common Council has recommended that an application be submitted to the State of Wisconsin for the following project:

Pennsylvania Avenue from N. 5<sup>th</sup> Street to N. 7<sup>th</sup> Street Storm Sewer and Street Reconstruction Project

WHEREAS, it is necessary for the Common Council to approve the preparation and filing of an application for the City of Sheboygan to receive funds from this program; and

WHEREAS, the City would dedicate up to 25% of the total project cost or \$150,000 from the City's 2015 Community Development Block Grant allocation; and

WHEREAS, the Common Council has reviewed the need for the proposed project and the benefits to be gained there from.

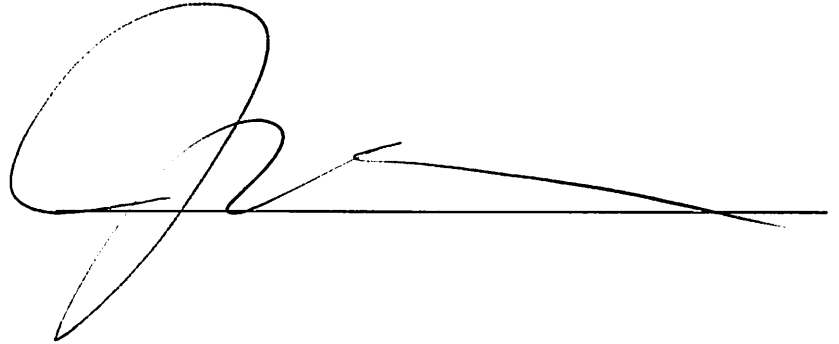
RESOLVED: That the Common Council hereby approves and authorizes the Department of Planning and Development to prepare and file a CDBG-Disaster Recovery Program application for funds under this program in accordance with this Resolution.

~~Pub. Works~~  
Approve

2.4



BE IT FURTHER RESOLVED: That the Mayor and City Clerks are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

A large, stylized handwritten signature in black ink, consisting of a large loop at the top and a long horizontal stroke extending to the right.

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.         - 14 - 15        . By PUBLIC WORKS. March 16, 2015.

Your Committee to whom was referred Res. No. 165-14-15 by Alderperson Heidemann authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and Ayres and Associates for engineering consulting services for the S. 8<sup>th</sup> Street Bridge; 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

IIIIV

III

4.7

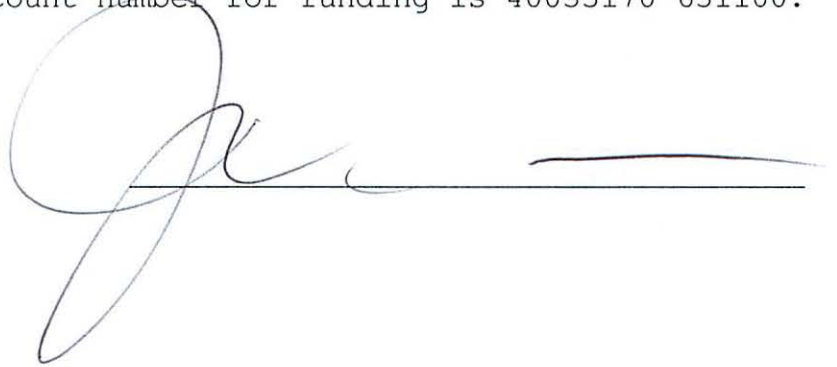
Res. No. 165 - 14 - 15.

By Alderperson Heidemann. March 2, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and Ayres and Associates in the amount of \$45,083.59 for engineering consulting services for the S. 8<sup>th</sup> Street Bridge, Wisconsin DOT Project ID 4996-19-00/71. The account number for funding is 40033170-631100.

RESOLVED: That the appropriate City Officials execute a contract between the City of Sheboygan and Ayres and Associates in the amount of \$45,083.59 for engineering consulting services for the S. 8<sup>th</sup> Street Bridge, Wisconsin DOT Project ID 4996-19-00/71. The account number for funding is 40033170-631100.

*Pub. Wks.  
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

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of February 11, 2015 between the City of Sheboygan, 2026 New Jersey Avenue, Sheboygan, WI 53081(OWNER) and Ayres Associates Inc, 3376 Packerland Drive, Ashwaubenon, WI 54115 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services for the rehabilitation of the S. 8<sup>th</sup> Street Bridge over the Sheboygan River which includes: preliminary plans, erosion control plans, agency/utility coordination, permitting, traffic control plans, final plans and specifications as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments and Exhibits are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 4 pages.
- Attachment B - Period of Services, consisting of 2 pages.
- Attachment C - Compensation and Payments, consisting of 3 pages.
- Attachment D - Terms and Conditions, consisting of 4 pages.
- Attachment E - Insurance, consisting of 2 pages.
- Exhibit 1 – Project Work Plan, consisting of 6 pages

This Agreement (consisting of 1 page), together with the Attachments and Exhibits identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER		Ayres Associates Inc CONSULTANT
	(Signature)	
	(Typed Name)	Troy B. Robillard, PE
	(Title)	Manager – Transportation East
	(Date)	February 11, 2015
	(Attest)	
	(Typed Name)	
	(Title)	

## **ATTACHMENT A - SCOPE OF SERVICES**

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 1 - BASIC SERVICES**

#### **1.1 General**

1.1.1 CONSULTANT shall provide professional services for OWNER of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below and as described in Exhibit 1 – Project Work Plan for Project ID 4996-19-00 City of Sheboygan, 8<sup>th</sup> Street, Sheboygan River Bridge (B-59-0154).

#### **1.2 Total Project Costs**

1.2.1 CONSULTANT shall prepare an opinion of probable costs for the Project, including: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges, and for other services to be provided by others for OWNER pursuant to paragraphs 3.6 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

### **ARTICLE 2 - ADDITIONAL SERVICES**

#### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services (in addition to those furnished under Basic Services) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws,

rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.6 Furnishing services of independent professional associates and consultants for other than Basic Services and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.7 (VACANT)

2.1.8 (VACANT)

2.1.9 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.10 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with its work; and providing other special field surveys (except for those included as part of Basic Services).

2.1.11 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for those included as part of Basic Services).

2.1.12 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

## **2.2 Required Additional Services**

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

2.2.1 Services in connection with field orders and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services in connection with any partial utilization of any part of the Project by OWNER prior to completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor or others in connection with the work.

## **OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, capacity and performance requirements, and budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Available historical, current, and projected traffic counts in the vicinity of the project for the use by CONSULTANT in preparing project designs and plans.

3.4.7 Other special data or consultations not covered under Basic Services and Additional Services.

3.4.8 Provide a location for the Public Information Meeting.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT; obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 (VACANT)

3.9 (VACANT)

3.10 Acquire necessary right-of-way in fee and easement as may be required.

3.11 (VACANT)

3.12 (VACANT)

3.13 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.14 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.15 Bear all costs incident to compliance with the requirements of Article 3.

## **ATTACHMENT B - PERIOD OF SERVICES**

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 4 - PERIOD OF SERVICES**

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in Attachment A will be completed as listed below in paragraph 4.6, provided written authorization to proceed is given by OWNER within thirty days after CONSULTANT has signed this Agreement.

4.3 CONSULTANT's services under each item of work shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.5 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.6 The following items of work shall be completed and submitted to the OWNER by the indicated dates:

Section 106 Historical Survey: April 1, 2015  
Operational Planning Meeting: April 15, 2015  
Draft Environmental Report: May 1, 2015  
Public Information Meeting: May 15, 2015  
Final Environmental Report: June 15, 2015  
60% Plans: July 15, 2015  
Design Study Report: September 1, 2015

Prefinal PS&E: November 1, 2015  
Final Plans Completed: December 1, 2015  
Final PS&E E-Submittal: February 1, 2016  
Project Letting: May 10, 2016

## **ATTACHMENT C - COMPENSATION AND PAYMENTS**

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 5 - COMPENSATION AND PAYMENTS**

#### **5.1 Compensation for Services and Expenses**

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 CONSULTANT's Services. A lump sum amount of \$43,525.00.

5.1.1.2 Services of Independent Professional Associates and Subconsultants. The independent professional associates and subconsultants to be retained for this project are:

(a) For Historical Survey completed by UWM – Cultural Resource Management, the subconsultant's fee is \$1,558.59.

5.1.1.3 Total Contract Amount. The maximum total contract amount pursuant to paragraphs 5.1.1.1 and 5.1.1.2 is \$45,083.59. This amount shall not be exceeded without a written amendment to this Agreement.

5.1.1.4 The Total Contract Amount includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants, if any. Appropriate amounts have been incorporated in the Total Contract Amount to account for labor, overhead, profit, and Reimbursable Expenses.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.11), an amount equal to CONSULTANT's Direct Labor Costs times a factor of 3.1, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.3 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.3.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates set forth in Appendix 1 to this Attachment C.

5.1.3.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project multiplied by a factor of 1.0.

5.1.4 Amounts Billed.

5.1.4.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

#### 5.1.5 (VACANT)

#### 5.1.6 Other Provisions Concerning Compensation

5.1.6.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.6.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.6.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

## 5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

**5.2.5 Deductions or Offsets.** No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

### **5.3 Definitions**

**5.3.1 Direct Labor Costs.** Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

**5.3.2 Reimbursable Expenses.** Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, drawings, specifications, bidding documents, and similar Project-related items.

## **ATTACHMENT D - TERMS AND CONDITIONS**

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST**

#### **6.1 Construction Cost**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A, paragraphs 3.6 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in Attachment A, paragraph 1.2.1.)

#### **6.2 Opinions of Probable Cost**

Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the bidding phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

### **ARTICLE 7 - GENERAL CONSIDERATIONS**

#### **7.1 Standard of Performance**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

## **7.2 Reuse of Documents**

All documents including drawings and specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

## **7.3 Electronic Files**

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

## **7.4 Insurance**

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

## **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

## **7.7 Successors and Assigns**

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

## **7.8 Dispute Resolution**

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

## **7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages**

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

## **7.10 Betterment**

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

## **ATTACHMENT E - INSURANCE**

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 8 - INSURANCE**

#### **8.1 Workers' Compensation**

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$ 100,000
Disease, Policy Limit:	\$ 500,000
Disease, Each Employee:	\$ 100,000

#### **8.2 Commercial General Liability**

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$ 1,000,000
Products-Completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

#### **8.3 Business Automobile Liability**

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
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#### **8.4 Umbrella Excess Liability**

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

### **8.5 Professional Liability (Errors and Omissions)**

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

### **8.6 Valuable Papers**

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

**PROJECT WORK PLAN**  
**FOR**  
**Project ID 4996-19-00**  
**City of Sheboygan, 8<sup>th</sup> Street**  
**Sheboygan River Bridge, B-59-0154**  
**Sheboygan County**

City of Sheboygan Contact: Ryan Sazama, PE, City Engineer

Ayres Associates Contact: Keith R. Nikolay, PE

Date: February 11, 2015



## **Project Description**

The project consists of repainting and repairs on the structural steel along with concrete surface repairs on the S. 8<sup>th</sup> Street Bridge over the Sheboygan River. This structure was originally built in 1995 and the original structural steel paint system is in need of some maintenance. Funding for the design of the project is with City funds and will go through the Wisconsin Department of Transportation bid letting process.

The surrounding area is primarily commercial with an apartment complex in one of the bridge's quadrants. Construction is anticipated for 2016. During construction, S. 8<sup>th</sup> Street will be closed to thru vehicular, bicycle and pedestrian traffic and the Sheboygan River will be closed to boat traffic.

## **Project Improvements**

**Structure Improvements** – Address the structural steel corrosion and place a paint overcoat for the super structure, bridge rails, and machine room; address concrete surface repairs on the abutments, piers, and bridge decks; address the concrete cracking on the deck underside; address the spalled concrete curb along the bridge.

**Typical Section Improvements** – The existing paver blocks in the terrace area just beyond the bridge have settled. Remove the paver blocks and placed stamped concrete.

**Drainage Improvements** – The sidewalk in the NW quadrant is undermining, which is affecting the adjacent wing wall.

## **Scope**

This project includes professional engineering services including preliminary plans, erosion control plans, agency/utility coordination, permitting, traffic control plans, final plans and specifications as outlined within the Project Work Plan.

## **Project Administration**

**Project Manager** – Keith Nikolay will be the Project Manager.

**Schedule** – The Project Manager will be responsible for maintaining the project schedule. The project schedule will be updated periodically. All responsible parties must agree upon any significant change in the project schedule.

**General Administration** – General Administration includes the day-to-day coordination of project activity; including creating and responding to all units of government correspondence and special information requests not included in other task areas.

**Financial** – Set up internal project codes and budgets and prepare invoices. Invoices will be prepared not more than monthly.

## **Design Reports**

**Pavement Design Report** – This report is not anticipated and is not included in the scope of work under this contract.

**Structure Survey Report** – This report will examine the existing structure and the proposed structure improvements. The report will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) and Bridge Manual.

**Design Study Report** – This report will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

**Request for Exceptions to Standards** – A Request for Exceptions to Standards Report is not anticipated and is not included in the scope of work under this contract.

**Traffic Management Plan** – A Traffic Management Plan, Type 2 will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

**Trans 75 Checklist** – The Trans 75 Complete Street Compliance Check Sheet will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

## **Environmental Documentation**

**Environmental Document** – A programmatic environmental report (pER) will be used to document environmental impacts associated with this project according to WisDOT FDM requirements. This document will be submitted to WisDOT, Northeast Region Local Program Management Consultant.

**Archaeological/Historical Site Investigation** – The project is located on the BEES Screening List for Archaeological only. Historical survey will be completed by UWM Cultural Resource Management.

**Endangered Species Investigation** – Not included under the scope of this work. If required by DNR, it will be added by contract amendment.

**Hazardous Materials Assessment** – A Phase I Hazardous Materials Assessment will be conducted to determine if any potential haz-mat sites exist. If any additional assessment is required it will be considered additional work.

## **Agency Coordination**

**Wisconsin Department of Natural Resources (WDNR)** – The WDNR will be contacted to evaluate associated environmental impacts of this project. A final concurrence will be requested from the WDNR. The project will be coordinated in accordance with the WisDOT/WDNR cooperative agreement.

A water quality certification permit is not anticipated to be needed since no wetlands are anticipated to be impacted.

**State Historical Society (SHPO)** – A Section 106 report, summarizing historical investigations, is included under the scope of this work.

**Fish and Wildlife Service (FWS)** – The FWS will be contacted to evaluate associated environmental impacts. No on-site meetings are anticipated for this project.

**U.S. Army Corps of Engineers (COE)** – The COE will be contacted to evaluate associated environmental impacts and a COE permit will be requested. A Section 10 Permit will be applied for.

**U.S. Coast Guard** – The U.S. Coast Guard will be contacted to evaluate associated impacts to the Sheboygan River, which is classified as a navigable waterway. A Section 9 Permit will be applied for.

**City of Sheboygan** – The City of Sheboygan will be kept informed throughout the progress of this project through progress meetings outlined elsewhere in this scope and with copies of correspondence and reports.

## **Utility Involvement**

**Utility Coordination** – Utility companies listed with Diggers Hotline to have facilities in the area will be notified of the project and sent preliminary and final plans. No utilities are anticipated to need to be relocated as part of the project.

**Trans 220** – Trans 220 does not apply to this project therefore the Trans 220 process will not be followed.

## **Railroad Involvement**

**Railroad Coordination** – The railroad will be contacted to inform them of the proposed detour route.

## **Public Involvement**

**General Coordination** – The Project Manager will handle all public inquiries into the project. A public involvement file will be kept outlining all contacts made during the design of the project.

**Public Informational Meeting (PIM)** – There will be one PIM will be organized and held as part of the contract.

## **Preliminary and Final Design**

**Title Sheet** – A title sheet is included as part of the plans.

**General Notes / Typical Section** – A sheet with showing the existing bridge typical section along with some general project notes will be included as part of the plans.

**Erosion Control** – Erosion control plans will be developed after approval of preliminary plans. Erosion control plans will be in compliance with the FDM.

**Construction Staging and Traffic Control** – S. 8<sup>th</sup> Street will be closed to all vehicular and pedestrian traffic during construction. Detour plans will be included as part of the plans and will consist of Indiana Avenue to S. 14<sup>th</sup> Street (WIS 28) to Pennsylvania Avenue and back to S. 8<sup>th</sup> Street.

The walkway adjacent to the north abutment will be closed to all pedestrian traffic during construction. Detour plans will be included as part of the plans.

**Plan and Profile** – The horizontal and vertical alignments will not be affected with this project and therefore is not included as part of the plans.

**Beam Guard** – Beam guard is not anticipated and therefore not included as part of the plans.

**Bridge Design** – The project includes spot cleaning and an entire overcoat of the existing structural steel, spot cleaning and an entire overcoat of the machine room, and concrete surface repairs on the abutments and superstructure. If there are modifications needed to the lighting or mechanical equipment, that will be additional services.

**Slope Paving / Rip Rap** – Work between the existing abutments is not anticipated and not included as part of this contract.

**Detour and Traffic Control** – S. 8<sup>th</sup> Street will be closed to thru vehicular and pedestrian traffic. Traffic control to close S. 8<sup>th</sup> Street is included as part of this contract and a detour plan will be included as part of the plans. The walkway under the north end of the bridge will be closed as part of this contract and a detour plan will be included as part of the plans.

**Soil Borings** – Soil borings are not included as part of this contract.

**Electronic Files** – Electronic files will be provided per FDM.

**Opinion of Costs** – Opinion of costs will be prepared at the preliminary and final plan stages to give the City of Sheboygan updated costs associated with the project.

## **Right-of-Way Plats and Descriptions**

**Right-of-Way Plats** – Not included under the scope of this work. No new right of way is anticipated and if required will be added by contract amendment.

## **Meetings**

**Operational Planning** - An Operational Planning Meeting will be held. The following stakeholders will be invited to this meeting: City of Sheboygan, WDNR, affected utility companies and the NE region management consultant.

**Project Progress Meetings** – Two design progress meetings will be conducted with the City of Sheboygan to discuss the progress of the plans: one at the 30% plan phase and one at the 90% plan phase.

## **Management of Subconsultant Services**

**Subconsultant Management** – The Project Manager will be responsible for administering all subconsultant contracts. Included in this responsibility is monitoring progress, giving general direction, and establishing completion dates.

## **P. S. & E. Documents**

**P. S. & E. Documents** – Ayres Associates will prepare all plans, special provisions, and quantities required by the FDM. These documents include: plan letter, special provisions, utility status report, certificate of right-of-way, recommendation to the governor, news release, contract time and estimate in Transport.

**Project Letting** – The project will be let through the WisDOT. All documents required by WisDOT will be submitted to the Northeast Region Local Program Management Consultant Office for review, and then electronically submitted to central office.

## FEE COMPUTATION BY ENGINEERING TASK

Project ID 4996-19-71  
 C Sheboygan, 8th Street  
 Sheboygan River Bridge  
 B-59-0154  
 Sheboygan County

Revised: 01/13/15

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee / Profit	TOTAL
Administration	740	778.82	1,430.15	5.62	176.72	2,391.31
Reports	748	1,280.42	2,351.24	25.00	290.53	3,947.19
Environmental	767	854.51	1,569.14	20.00	193.89	2,637.54
Agency, Utility & Railroad	746	903.48	1,659.06	30.00	205.00	2,797.54
Public Involvement	743	724.25	1,329.94	201.00	164.34	2,419.53
Survey	729	-	-	-	-	-
Soils Investigation	644	-	-	-	-	-
Preliminary Roadway	741	887.55	1,629.81	171.00	201.39	2,889.75
Preliminary Structure	1001	1,975.82	3,628.20	20.00	448.32	6,072.34
Final Roadway	742	1,062.34	1,950.77	10.00	241.05	3,264.16
Final Structure	1002	2,827.03	5,191.28	35.00	641.46	8,694.77
P S & E	794	1,403.32	2,576.92	10.00	318.42	4,308.66
Right-of-Way	745	-	-	-	-	-
Meetings & Conferences	747	1,101.04	2,021.84	729.50	249.83	4,102.21
Management of Subconsultans	773	-	-	-	-	-
Real Estate	267	-	-	-	-	-
Traffic	785	-	-	-	-	-
	0	-	-	-	-	-
<b>TOTALS</b>		<b>13,798.58</b>	<b>25,338.35</b>	<b>1,257.12</b>	<b>3,130.95</b>	<b>43,525.00</b>

Indirect Home Office Rate    183.63%  
 Fixed Fee:                        8.00%

Troy Robillard  
Ayres Associates  
3376 Packerland Avenue  
De Pere, WI 54115

February 4, 2015

**RE: UWM-CRM 2015-043**  
**Section 106: Architectural/Historical Investigations**  
**South 8<sup>th</sup> Street Bridge & Approaches**  
**City of Sheboygan, Sheboygan County**  
**WisDOT ID 4996-19-71**

Dear Mr. Robillard,

The Board of Regents of the University of Wisconsin System through the Cultural Resource Management services (Department of Anthropology) at the University of Wisconsin-Milwaukee (UWM) proposes to provide architectural/historical investigations for the above referenced project.

The methods and techniques used during the study will follow those standard promulgated in the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* and the *Architecture-History Survey Manual*.. The use of these documents as guides for historic preservation planning is endorsed by the Wisconsin State Historic Preservation Office (SHPO).

### **Scope of Work**

#### ***Historical Investigations***

The architectural/historical investigations will consist of archives/literature research and field inventory. The area of potential effect will include all areas of proposed ground disturbing activity as well as a contextual "zone" around the study area. The archival research will document above ground structures/buildings that have been surveyed (i.e. survey cards have been prepared) within the APE and which buildings/structures are listed on the National or State Registers of Historic Places. The field inventory will identify those buildings/structures within the APE that are at least 40 years old, retain good or better integrity, and show potential for architectural and/or historical significance. Inventory cards will be prepared for those buildings/structures that meet the aforementioned criteria.

#### **Reports/Submittals**

The results of the historical studies will be presented in the Architecture/History Survey Form along with supplemental materials. UWM-CRM will also complete the relevant portions of the WisDOT Section 106 Review form.

**Project Team**

Jennifer R. Haas, M.A., Principal Investigator

Gail Klein, M.A., Architectural Historian

**Organizational Capabilities**

The Cultural Resource Management program is housed in the UWM Archaeological Research Laboratory (ARL) on UWM's campus in Sabin Hall. The Cultural Resource Management program has been providing cultural resource management services to private, state, and federal clients since 1974. The ARL provides space for UWM-CRM offices, materials processing, sample preparation and analysis, and curation of archaeological materials. In addition, the ARL maintains a wide variety of field and laboratory equipment including vehicles, excavation gear, and computing facilities. Specialized facilities include a cartographic studio, darkroom, soils lab, and comparative faunal and floral collections. All the facilities of UWM's Archaeological Research Laboratory are available for use in support of the proposed project.

**Curation**

Archaeological materials held by University of Wisconsin-Milwaukee Archaeological Research Laboratory (ARL) are curated in a 2400 square foot, dedicated curation facility. The curation facility is compliant with federal regulations as outlined in *Standards and Guidelines for Curation of Federally-owned and Administered Archeological Collections (36 CFR 79)*. Items acquired through sponsored research by UWM personnel are curated at no additional charge. Curation of materials generated by non-UWM researchers is accomplished through extramural contracts administered by Historic Resource Management Services.

**Costs**

The attached budget proposal includes projected salaries, travel expenses and supply costs associated with the proposed level of field and reporting. In addition, UWM requires each funded project to recover the costs of personnel related expenses under the heading of Fringe Benefits. The cost of physical plant maintenance and contract administration are recovered under the heading of Indirect Costs. UWM-CRM does not charge profit on funded projects. The cost assumes that no more than two properties will require survey. Determination of Eligibility Forms and Effects Documentation is not included in the cost and is considered extra work. The cost is provided as Attachment 1.

As always, if there are questions or concerns regarding the scope of work, or to further discuss the project, please do not hesitate to contact me at (414) 229-3078 or at [haasjr@uwm.edu](mailto:haasjr@uwm.edu).

Sincerely,



Jennifer R. Haas, M.A.  
Principal Investigator

University of Wisconsin-Milwaukee  
Cultural Resource Management

BUDGET ESTIMATE 2015-043

Section 106: Architecture/History Investigations  
South 8th Street Bridge  
City of Sheboygan, Sheboygan County  
WisDOT Project ID 4996-19-71

February 2015

**DIRECT COSTS**

**A: SALARIES & WAGES**

TASK	PERSONNEL											
	Senior				LTE				Students			
	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$
Coordination & Administration	Principal Inv.	28.9	2	\$57.80				\$0.00				
	Archaeologist	20.2		\$0.00	Res. Assoc		17	\$0.00				
	Arch Hist.	20.2		\$0.00								
Architectural/ Historical Investigations & Report	Principal Inv.	28.9	2	\$57.80	Supvrsr 1		17	\$0.00				
	Proj. Mgr	20.2	22	\$444.40	Suprvsr 2			\$0.00				
	Archaeologist	23.5		\$0.00	Tech 1		17	\$68.00			4	
				\$0.00	Tech 2		15	\$0.00				
				\$0.00	Tech 3			\$0.00				

SUBTOTAL LABOR\$ \$560 \$68 \$0.00

TOTAL LABOR\$ \$628.00

**B: FRINGE BENEFITS**

33.7% of Senior Personnel \$188.72  
 15.9% of LTE Personnel \$10.81  
 4.0% of Student Personnel \$0.00

TOTAL FRINGE BENEFITS \$199.53

**C: SUPPLIES & EXPENSES**

Supplies \$15.00  
 Meals 0 person day @\$38/day \$0.00  
 Lodging 0 person day @\$70/day \$0.00  
 Vehicle Rental & Gasoline \$200.00

TOTAL SUPPLIES \$215.00

**D: TOTAL DIRECT COSTS** (A + B + C) \$1,042.53

**E: INDIRECT COSTS** (D X .495) \$516.05

**TOTAL PROJECT COSTS** (D + E) \$1,558.59

**Reimbursable Expense Schedule** (October 1, 2014)

**Policy:** It is the policy of Ayres Associates that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual cost and are reviewed/updated annually.

**Company-Owned Equipment**

**ENVIRONMENTAL SAMPLING, MONITORING, TESTING:**

Dissolved Oxygen Meter.....	\$46/Day
FID/PID/OVA.....	\$55.65/Day
Groundwater Sampling.....	\$3.35/Sample
Interface Probe.....	\$50/Day
Nuclear Density.....	\$70.60/Day
Peristaltic Pump.....	\$20.25/Day
Sediment Sampler.....	\$44/Day
Soil Sampling.....	\$1.35/Sample
Temp/pH Conductivity Meter.....	\$13.25/Day
Vapor Sampling.....	\$56.50/Day
Water Level Meter.....	\$13.50/Day

**CONSTRUCTION TESTING AND SAMPLING:**

Concrete Air Meter.....	\$19.55/Day
Concrete Flowability Meter.....	\$51.30/Day
Hammer Drill and Accessories.....	\$191/Day

**PHOTOGRAMMETRIC AND SURVEYING:**

Depth-Sounder Meters.....	\$286/Day
Digital Photogrammetric Workstation.....	\$12.45/Hour
GPS.....	\$79/Day
High Precision Digital Level.....	\$100/Day
Laser/Automatic Level.....	\$13.25/Day
Total Station (Robotic).....	\$101/Day
Traffic Counter.....	\$28.10/Day

**STRUCTURAL ABOVE/UNDER WATER INSPECTION :**

Air Tank.....	\$6.85/Tank
Climbing Gear.....	\$319/Day
Exposure Suit/Diver.....	\$53.40/Day
General Inspection Equipment.....	\$22.25/Day
NDT/Testing Equipment.....	\$93.75/Day
Scuba Dive Gear/Diver.....	\$33.90/Day
Surface Supplied Air/Diver.....	\$104.85/Day
Underwater Camera.....	\$19.25/Day

**TRANSPORTATION:**

All-Terrain Vehicle (ATV).....	\$93/Day
Boat/Motor/Trailer.....	\$164.80/Day
Company Trucks.....	\$.90/Mile
Personal Auto.....	Current IRS Rate
Rental Bucket Lift Truck.....	\$395/Day

**Meals and Lodging**

Traveler reimbursement is dependent upon where the project is located and not the accommodations, nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

The following table shows the breakdown of the Basic (CONUS) rate for lodging, breakfast/continental breakfast, lunch, and dinner. The current CONUS per diem rate is \$124 for lodging and meals.

**Rates effective October 1, 2014**

Rate Description	Explanation	Basic Rate Continental U.S. (CONUS)
Lodging	Standard Rate	\$83
M & IE	Meals and incidentals as listed on federal website	\$46
Less incidental expenses (not reimbursed)	Company reimbursement excluding incidentals	(5)
Ayres Associates rates	Net reimbursement rate	41
Breakfast/Continental Breakfast	Rates for meals segregated by type	7
Lunch		11
Dinner		23
First & Last Day of Travel (Meals @ 75%)	Ayres net meals rate reimbursed at 75%	\$30.75

Project Location Look-up:

- Meal and lodging rates differ by location.
- Go to [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem) for a map of the continental United States.
- Search the projects location by City, State, or Zip Code.
- Cities not appearing on website may be located within a county for which rates are listed.
- To determine what county a city is in, visit [www.naco.org/pages/default.aspx](http://www.naco.org/pages/default.aspx) and click "About Counties".

**Reimbursable Expense Schedule (October 1, 2014)**

**Vendor Supplies - Actual Cost**

Aerial mapping	Equipment rental	Models	Shipping/postage (mass migs)
Aerial Photography	Fees/permits/licenses titles	Monuments	Shuttles and taxis
55 gallon drums	Fence posts	Multi-spectral scanner	Smoke bombs
Airfare	Field books	Mylar	Software – project specific
Aluminum cap domes	Filler paper	Nail marker tabs	Soil sample liners
Aluminum caps	Film/development/photos	Nails	Spatulas
Asphalt lab test	Flagging tape	Nuclear Density Meter	Spikes
All terrain vehicles	Flags	On-line access fees	Stake chasers
Baggage fees	Flow testing equipment	On-line survey research	Stake tack
Batteries	Gaskets	Oxygen meter	Survey markers
Bentonite	Generator rental	Paper towels	Syringes
Bid notice fees	Geotechnical testing/lab services	Parking fees	T posts
Binders	GIS data	Permit fees	Teflon bailers
Binding	Gloves (rubber or cloth)	Pipe	Telephone-(employee reimb)
Bluelines/blueprints	GPS equipment	Pipettes	Temporary help agencies
Bleach	Haz Mats Site Database Research	Plan fees	Temporary housing
Boat rental	Hub flags	Plastic bags	Testing kits
Boat ramp fees	Hubs	Plastic-coated line	Toll fees
Camera	Ice	Plats/recording fees	Total station
Car rentals/ fuel	Internet services, faxes	Polyethylene bailers	Traffic control/protection
Carbon dioxide tubes	Lab svcs, testing, supplies	Public info meetings/costs	Traffic counting equipment
Casing	Laser level	Presentation materials	Traffic data fee
Computer flash drives	Lath	Printing/Reproduction	Tubing
Concrete	Legal document costs	Public notice fees	Tyvek Suit
Concrete coring	Legal notice fees	Publications	Ultrasonic/weld testing
Concrete testing/equipment	Light rail fees	Rebar	Utility exploration trenching
Concrete cylinder molds	Locking caps, caps	Recording fees	Vellum
Corner marker pipe	Locking well caps, well caps	Reference materials	Vials
Data research/services/mats	Locks	Research fees	Washers
Decontamination materials	Lumber crayons	Review Fees	Water filters
Disposable bailers	Magic markers	Robotic survey equipment	Water/Sewer testing equip, sup
Disposable cameras	Maps	Rope	Well materials
Disposable gloves	Marking paint	Safety equipment	Well seals
Distilled water	Medical monitoring	Safety supplies	Whiskers
Dividers and tab stock	Medical testing	Sampling Jars	
Drill bits	Meeting room rental	Scans	
Dry-lock fast plugs	Methanol	Shelby tubes	
Duct tape	Micron filters	Shipping fees	

I

Com. No.       - 14 - 15       March 16, 2015.

Submitting a communication from Dale Brant requesting hanging speed limit or slow signs in the alley between S. 13<sup>th</sup> St. and S. 14<sup>th</sup> due to speeding and the danger to all the children that play there or walk to Franklin Park.

Presented to the Common Council by Alderperson \_\_\_\_\_  
Bitters

ppas.

## **Richards, Susan**

---

**From:** Alderperson Bryan Bitters  
**Sent:** Thursday, March 12, 2015 7:50 AM  
**To:** Richards, Susan  
**Subject:** FW: speeding in alleys

Good morning, Sue.

Please receive this email from Mr. Brant so we can get it onto the next PP&S agenda. Thanks.

**Bryan Bitters**  
Alderperson, 6th District  
City of Sheboygan  
[Bryan.Bitters@sheboyganwi.gov](mailto:Bryan.Bitters@sheboyganwi.gov)

---

**From:** Dale Brant [bizz06@hotmail.com]  
**Sent:** Wednesday, March 11, 2015 7:50 PM  
**To:** Alderperson Bryan Bitters  
**Subject:** speeding in alleys

I live on south 13th street near Franklin Park. There are a lot of cars that speed down my alley between 13th and 14th. There is also kids that play in or walk down the alley to get to the park. I have talked to the police several times and they encouraged me to talk to my alderman about possibly hanging speed limit or slow signs. My name is Dale Brant and my phone number is 920-254-3096



## **Richards, Susan**

---

**From:** Alderperson Bryan Bitters  
**Sent:** Thursday, March 12, 2015 8:02 AM  
**To:** Richards, Susan  
**Subject:** FW: City band need

Sue,  
Another communication. This one I'm unsure of where to direct to. That begs today's "New Guy" question - who's the authority on city-owned building space?

Bryan Bitters  
Alderperson, 6th District  
City of Sheboygan  
[Bryan.Bitters@sheboyganwi.gov](mailto:Bryan.Bitters@sheboyganwi.gov)

---

**From:** Roni Anderson [melanie\_2us@yahoo.com]  
**Sent:** Thursday, March 12, 2015 7:22 AM  
**To:** Alderperson Bryan Bitters  
**Subject:** City band need

Hi Bryan,

I'm writing as a citizen in your district, but also as a board member and president of the Sheboygan Pops Concert Band. We have been formally recognized as the city's representative musical group, and are involved in city parades and the summer-long fountain park twilight concert series. We are a not-for-profit group, focused purely on the entertainment of the citizens of Sheboygan, and goodwill ambassadors to other communities through our gift of music, a positive representation of the fine city of Sheboygan.

The last few years, however, upon restructuring within the city, have left us to fend for ourselves and look within to raise funding and exhaust resources and relationships with the members when necessary. At this time, and why I am reaching out to you, we are coming to the end of one of our internal resource with the Church facility we currently house our music and equipment in, and are in desperate need of new location for those items. It is only a small commitment, but would be a huge benefit and of great appreciation to our group. We currently house approximately 20 file cabinets of our music library, and multiple percussion instruments. Our needs are for a semi-heated, 55 degrees preferred, 250-300 square foot space. We would pay for the transportation of these items to any location you could provide, and would work around scheduling as needed to gain access as needed.

I greatly appreciate any help you can offer towards bringing this issue to the council, or using your internal contacts. We, again, strive to positively represent the city which we love, and are asking for her help to continue to do so.

Thank you in advance for your time and consideration,

Roni Anderson  
1715 Grams Court  
920-698-1477

SPCB President

II

R. O. No.       - 14 - 15      . By CITY CLERK. March 16, 2015.

Submitting a communication from Melissa Braesch regarding the selling of "Field of Dreams" and the pending rezoning of the property by the Council.

*Susan Richards*

---

City Clerk

February 28, 2015

TO: Alderperson Jodi VanderWeele  
Alderperson David Van Akkeren

FROM: Melissa Braesch

I am part of a large group of people in the City of Sheboygan who do not believe in, nor support, the Sheboygan Area School District selling and destroying the Field of Dreams on Taylor Drive and Saemann Avenue and the pending rezoning of the property by the Common Council.

I would like to put into question what we consider to be unethical conduct by Alderperson Don Hammond and ask you to refer this document to the Sheboygan Common Council Ethics Board. His individual and bias involvement in the negotiations between the school district and Aurora has tainted the entire process and is deemed by many to be lacking in moral principles and not adhering to proper rules of conduct by an elected official.

In my opinion, Alderperson Don Hammond has abused and exceeded the scope of his authority and position as Council President for the benefit of a private organization he represents as a council member. At a very minimum, I request that Alderperson Don Hammond be reprimanded and not be allowed to speak or to vote on the rezoning of the parcel of land known as the Field of Dreams.

In support of my request, I state the following:

1. The Aurora Health Foundation Board's mission is to support the "needs and initiatives" of Aurora Hospitals and Clinics. Alderperson Don Hammond is a member of Aurora's Sheboygan Planned Giving Council. Aurora "needs" a new clinic and hospital and has "initiated" an effort to purchase the Field of Dreams from the Sheboygan Area School District and has asked that the land be rezoned by the Common Council to facilitate the sale transaction.
2. Alderperson Don Hammond is President of the Common Council and his involvement and the circumstances that surround the proposed transaction create a serious risk that his judgment or actions regarding a primary interest will be unduly influenced by a secondary interest. He cannot impartially represent both the interests of the Common Council and the Aurora Planned Giving Council.
3. Alderperson Don Hammond has had ongoing connection and involvement with Dave Graebner, Aurora Sheboygan Memorial Medical Center President, who is negotiating the land transaction for Aurora for at least the past few years. Hammond is currently on the Aurora Sheboygan County Planned Giving Council and has given personal financial donations to Aurora between \$1000-\$5000 since at least 2012 according to Aurora's annual reports. Most recently Hammond gave a personal donation, along with Dave Graebner in the amount range of \$2,500 to \$4,999. Hammond clearly has a personal and professional interest in supporting the needs and initiatives of the Aurora Hospitals and Clinics.
4. Alderperson Don Hammond was individually working with the Sheboygan Area School Board before it was brought to the Common Council on February 2, 2015.

CONFIDENTIAL

The following information was obtained from a confidential source who has provided reliable information in the past. It is being furnished to you for your information only and should not be disseminated to other personnel. This information is being furnished to you for your information only and should not be disseminated to other personnel.

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CONFIDENTIAL

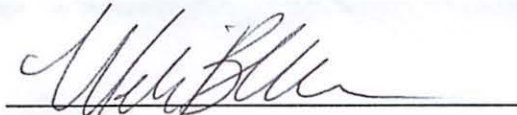
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CONFIDENTIAL

5. A week after the matter was introduced to the Common Council, per Mayor Vandersteen, Don Hammond was jointly presenting with Superintendent, Joe Sheehan and Aurora President, Dave Graebner the Aurora plan for the purchase of the Field of Dreams.
6. Most Alderpersons were not even aware to the extent of Don Hammond of what was going on and were caught by surprise with the Sheboygan Press article and had very little information of this whole deal between the City of Sheboygan, Aurora and the Sheboygan Area School District.
7. Mayor Vandersteen said the city and the Common Council found out about the proposed land transaction about a week before everyone else did, approximately on February 2, 2015, yet Hammond presented architectural drawings of the Butzen property owned by the City of Sheboygan as of November/December 2014 at the first meeting with some of the neighborhood residents on February 9, 2015 as well as the community meeting at Cooper School on February 19, 2015. On both occasions Hammond sat at a table in front of or to the side of the audience along with Superintendent Joe Sheehan and Dave Graebner, President of Aurora.
8. In The Sheboygan Press, on February 9, 2015 Hammond made a joint announcement with Dave Graebner and Joe Sheehan as to the Aurora plans for the Field of Dreams. He is shown presenting architectural drawings of the Butzen property.
9. Alderperson Don Hammond continues to lead the charge to sell the Field of Dreams to Aurora and have the property quickly rezoned by the Common Council. He is the one sitting next to Joe Sheehan and Dave Graebner at all the meetings.
10. Alderperson Don Hammond continues to singularly and without apparent council authority represent the City of Sheboygan and financially obligate the city and city taxpayers to an amount of \$800,000 or more. On February 10, 2015, in the Sheboygan Press "Hammond said the city will likely set aside the remaining \$800,000 for the complex." Because of his comments, the Sheboygan Press stated on Sunday, February 22, 2015, "The total cost of the project is estimated at \$8.5 million and **city officials have said they're committed to contributing the \$800,000 to it.**"
11. To my knowledge, the Common Council has not formally, by resolution, authorized Alderperson Don Hammond to negotiate and financially obligate the city and taxpayers on his own accord.

For the above stated reasons, I again request that you refer this matter to the Sheboygan Common Council Ethics Board and investigate the extent of Alderperson Don Hammond's involvement in the land sale of the Field of Dreams by the Sheboygan School District.



---

Melissa Braesch  
3320 Geele Avenue  
Sheboygan, WI 53083



**Richards, Susan**

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**From:** Melissa Braesch <mrbraesch@yahoo.com>  
**Sent:** Sunday, March 15, 2015 6:56 PM  
**To:** Richards, Susan  
**Cc:** McLean, Steve  
**Subject:** Common Council Meeting Under Other Matters for Monday 3/16/15

3/15/2015

Dear Sue,

Please also include this in Monday, March 16, 2015 Common Council Meeting under Other Matters.

I believe that Common Council President, Don Hammond has a conflict of interest based on the definition. We request that Alderman Hammond not be involved with and not be allowed to vote regarding the issue of rezoning the Field of Dreams property due to each having a conflict of interest.

### **conflict of interest (law.com)**

n. a situation in which a person has a duty to more than one person or organization, but cannot do justice to the actual or potentially adverse interests of both parties. This includes when an individual's personal interests or concerns are inconsistent with the best for a customer, or when a public official's personal interests are contrary to his/her loyalty to public business. An attorney, an accountant, a business adviser or realtor cannot represent two parties in a dispute and must avoid even the appearance of conflict. He/she may not join with a client in business without making full disclosure of his/her potential conflicts, he/she must avoid commingling funds with the client, and never, never take a position adverse to the customer.

Regarding the rezoning of the Field of Dreams to accommodate Aurora wanting to build an outpatient surgery center on the park, Common Council President, Don Hammond meets the definition of conflict of interest for these reasons:

- Alderman Hammond is on one of Aurora's Sheboygan foundations, known as the Planned Giving Council. From Aurora's website, this council's role is: "to plan estate gifts and various types of lifetime gifts, many of which return income to you during your lifetime. These planned gifts include, but are not limited to, will bequests, life insurance policies, charitable gift annuities, charitable trusts and retirement plan assets." Alderman Hammond's professional job is Vice President, Financial Advisor, Investment Advisor Representative for Maritime Financial Group.
- One of Aurora's Foundation Board of Directors, is Dr. Andrea Gavin who has been involved for up to or more than 18 months in the purchase by Aurora of the Field of Dreams from SASD.
- Don Hammond is also what Aurora considers a member of their Infinity Club due to his personal donations to Aurora since at least 2009, so he has had a long time relationship with Aurora and David Graebner.

We respect the fact that Alderman Billy Thiel publicly recused himself due to conflict of interest on 2/19/15, at the SASD Board of Education Special Session and will not be voting on the rezoning of the Field of Dreams.

3

Sincerely,

Melissa Braesch  
Sheboygan Resident

III

R. O. No.       - 14 - 15. By CITY PLAN COMMISSION. March 16, 2015.

Your Commission to whom was referred Gen. Ord. No. 47-14-15 by Alderpersons VanderWeele and Van Akkeren amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 10, 2015, and after due consideration, recommends approval of the General Ordinance.

*Consent*

---

Director of Planning and Development

~~IX~~

6.1

Gen. Ord. No. 47 - 14 - 15. By Alderpersons VanderWeele and Van Akkeren.  
March 2, 2015.

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 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities 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 Use Classifications of the following described lands from Public Parks and Open Space to Institutional and Community Facilities Classification:

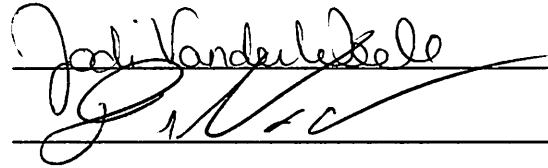
Property located at 3306 Saemann Ave.:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SEAMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

*City Plan  
approve.*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

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

\_\_\_\_\_, 20\_\_\_\_.

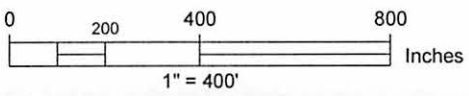
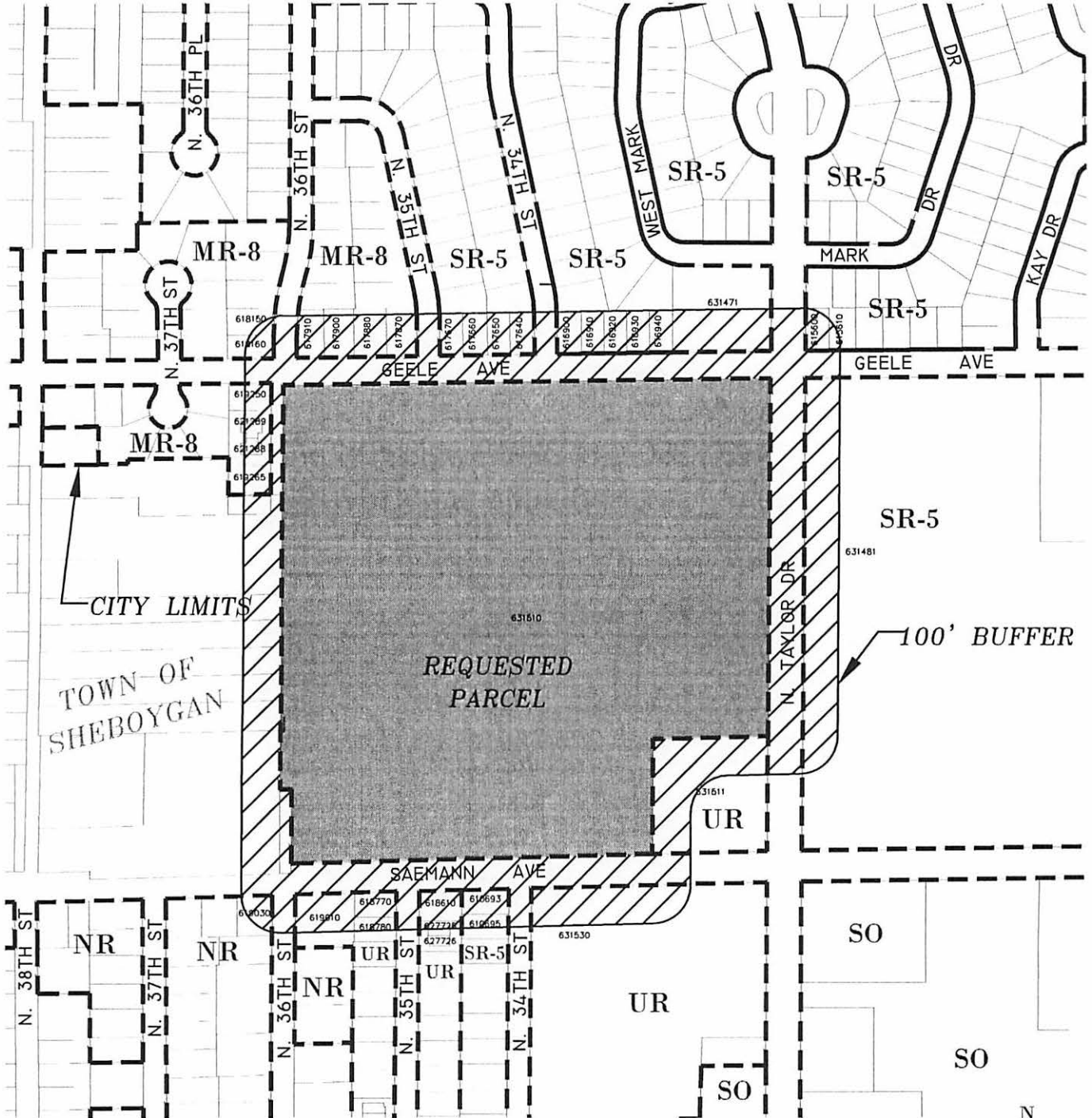
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM PUBLIC PARKS AND OPEN SPACE TO INSTITUTIONAL AND COMMUNITY FACILITIES

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



**PROPOSED COMPREHENSIVE PLAN AMENDMENT  
FROM PUBLIC PARKS AND OPEN SPACE  
TO INSTITUTIONAL AND COMMUNITY FACILITIES**

**SECTION 16, T. 15 N., R. 23 E.  
SEE PAGE 1 OF 2 FOR VICINITY MAP**

**BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED  
IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE  
PARTICULARLY DESCRIBED AS**

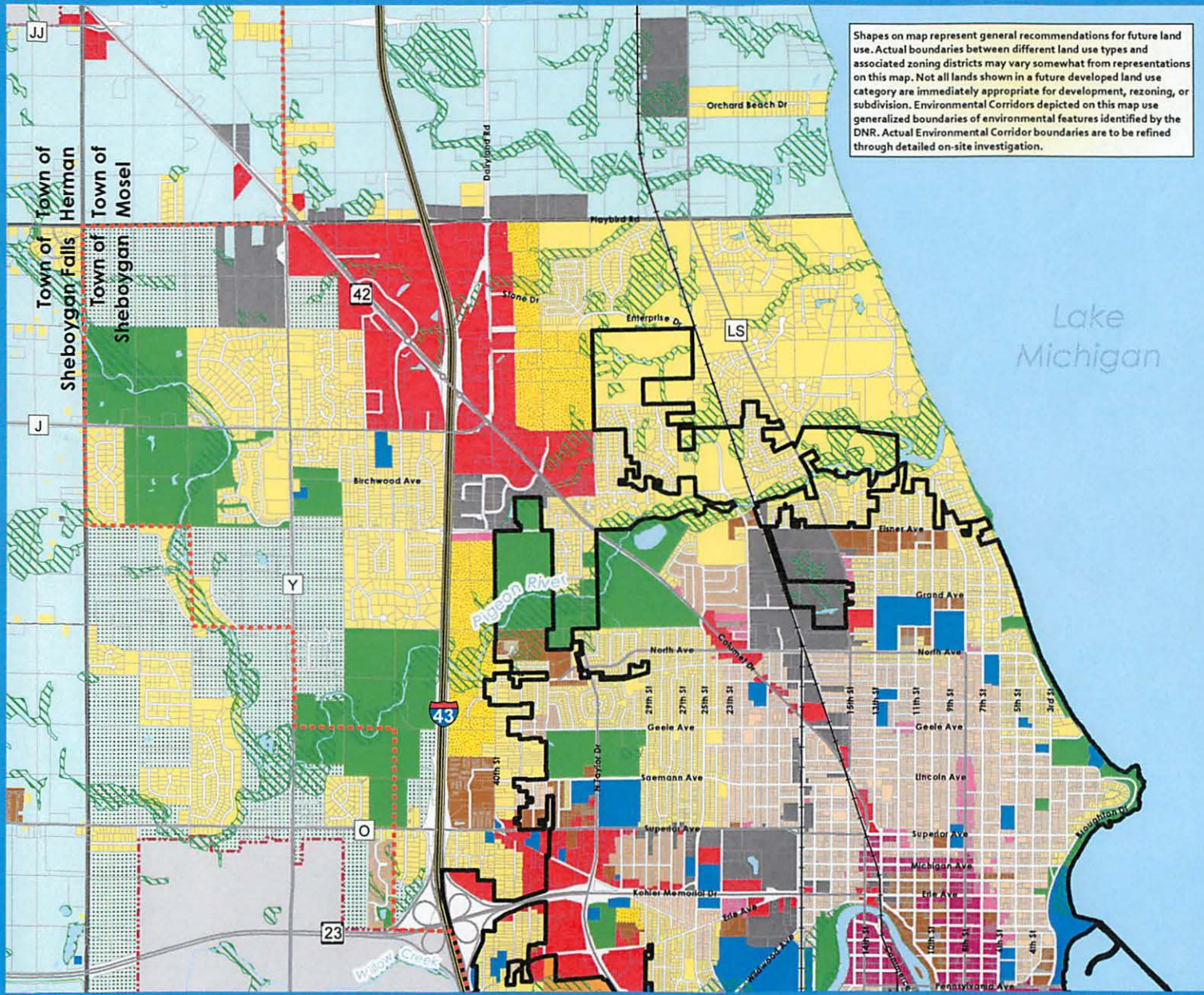
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ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W  
35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST  
R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING.  
THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE  
CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE  
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CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. 300' TO ITS SW  
CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE  
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N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID  
TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.**

**ZONING CODE LEGEND**

- MR-8 - MIXED RESIDENTIAL**
- NR - NEIGHBORHOOD RESIDENTIAL**
- SO - SUBURBAN OFFICE**
- SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE**
- UR - URBAN RESIDENTIAL**

Map 2-2 Future Land Use - North  
City of Sheboygan Comprehensive Plan

Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.



- City of Sheboygan Municipal Boundary
- Other City or Village Municipal Boundaries
- Town Boundaries
- City of Sheboygan Extraterritorial Jurisdiction
- Major Road
- Interstate
- Railroad
- Water
- Agricultural/Rural
- Single Family Residential
- Neighborhood Preservation
- Two Family Residential
- Multi Family Residential
- Mobile Home Park
- Planned Neighborhood
- Neighborhood Mixed Use
- Office Park
- Community Mixed Use
- Central Mixed Use
- Institutional and Community Facilities
- Employment
- Public Parks and Open Space
- Town Development Area
- Environmental Corridor

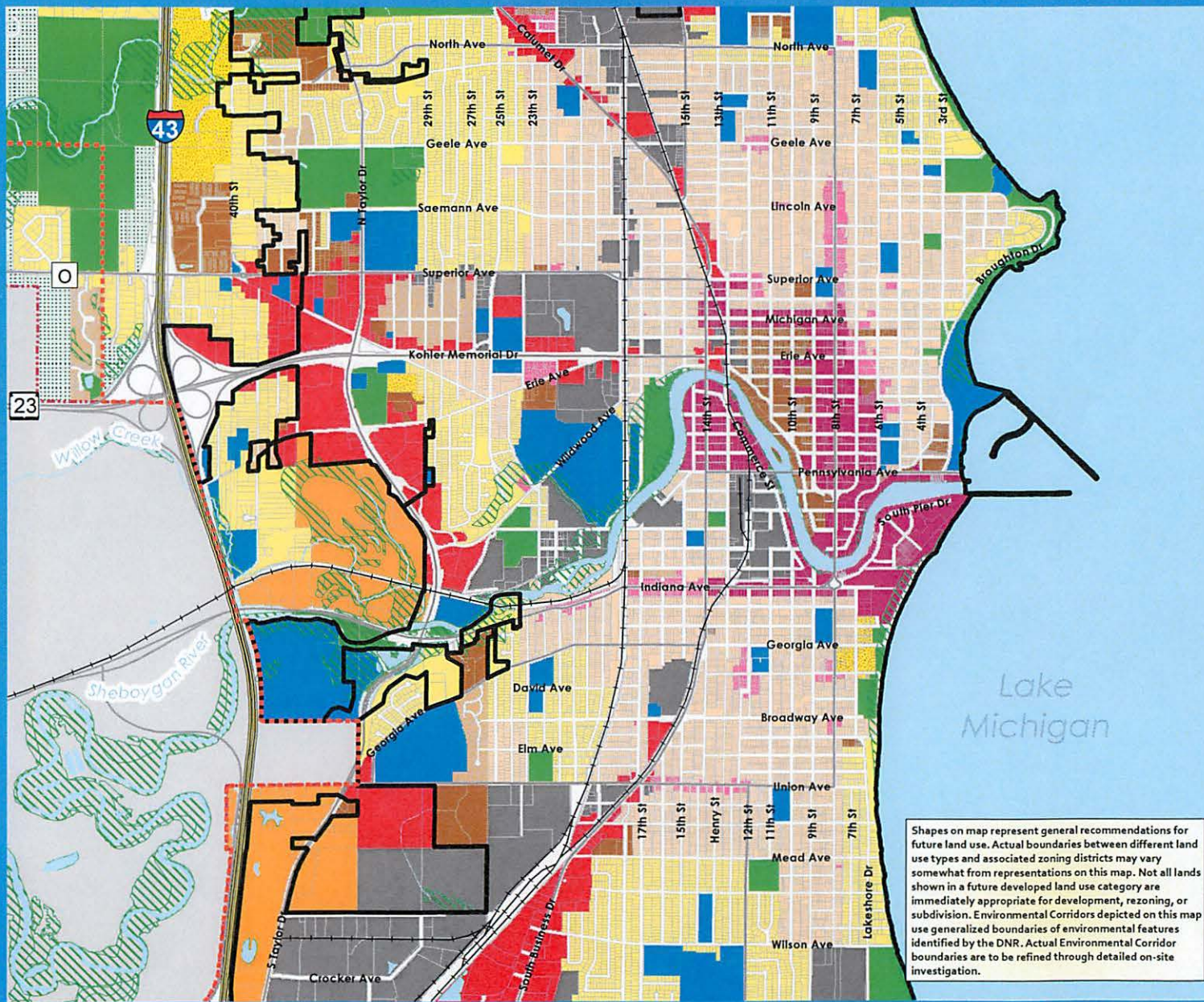
0 0.25 0.5 Miles

Adopted:  
12/5/2011

Data Sources:  
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County

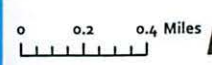


Map 2-3 Future Land Use - Central  
City of Sheboygan Comprehensive Plan



- City of Sheboygan Municipal Boundary
- Other City or Village Municipal Boundaries
- Town Boundaries
- City of Sheboygan Extraterritorial Jurisdiction
- Major Road
- Interstate
- Railroad
- Water
- Agricultural/Rural
- Single Family Residential
- Neighborhood Preservation
- Two Family Residential
- Multi Family Residential
- Mobile Home Park
- Planned Neighborhood
- Neighborhood Mixed Use
- Office Park
- Community Mixed Use
- Central Mixed Use
- Institutional and Community Facilities
- Employment
- Public Parks and Open Space
- Town Development Area
- Environmental Corridor

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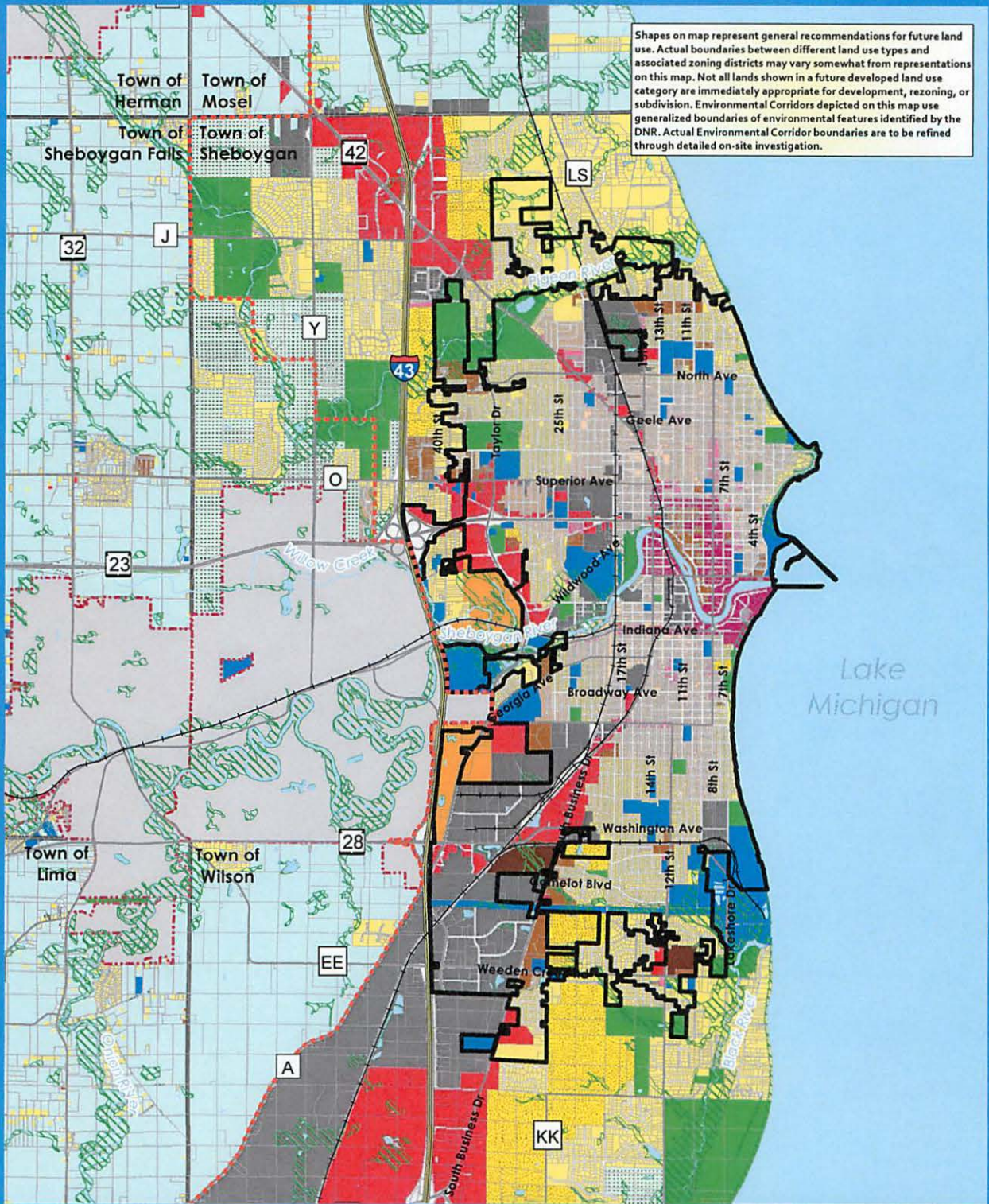


Adopted:  
12/5/2011

Data Sources:  
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County



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Map 2-1 Future Land Use City of Sheboygan Comprehensive Plan

- City of Sheboygan Municipal Boundary
- Other City or Village Municipal Boundaries
- Town Boundaries
- City of Sheboygan Extraterritorial Jurisdiction
- Major Road
- Interstate
- Railroad
- Water
- Agricultural/Rural
- Single Family Residential
- Neighborhood Preservation
- Two Family Residential
- Multi Family Residential
- Mobile Home Park
- Planned Neighborhood
- Neighborhood Mixed Use
- Office Park
- Community Mixed Use
- Central Mixed Use
- Institutional and Community Facilities
- Employment
- Public Parks and Open Space
- Town Development Area
- Environmental Corridor

0 0.25 0.5 1 Miles

Adopted: 12/5/2011

VANDEWALLE & ASSOCIATES INC.  
Shopping places, shaping change

Data Sources: City of Sheboygan, DNR, V&A, Bay Lake RPC, Sheboygan County

II

R. O. No.       - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a communication from Lowther Brothers, LLC, owners of the Riverfront building at 638 Riverfront Dr./615 S. 8<sup>th</sup> St., requesting that the City install no parking signs adjacent to the sidewalk entrance such that it remains unobstructed for pedestrian traffic to enter our building and Midwest Dental.

pp+B.

*Susan Richards*  
\_\_\_\_\_  
City Clerk

# LowtherBrothers LLC



Bro Mic Bro Joe Bro Pat Bro Mike Bro Denny

March 10, 2015

Susan Richards  
City Clerk  
828 Center Ave Suite 100  
Sheboygan, WI 53081

Re: Street signage at 638 Riverfront Dr.

Sent Via: Email attachment

Dear Ms. Richards:

LowtherBrothers is the owner of the Riverfront building at 638 Riverfront Drive/615 S 8<sup>th</sup> Street. Midwest Dental is one of our tenants and has its main entrance on Riverfront Drive. Much of the time the sidewalk leading to the entrance is blocked by parked cars. As such patients, during winter, have to climb over snow banks between cars to gain entrance. We feel this is a safety hazard.

We respectfully petition the City of Sheboygan to install no parking signs adjacent to the sidewalk entrance such that it remains unobstructed for pedestrian traffic to enter our building and Midwest Dental.

Attached herewith is a site plan of the Riverfront development. Our building is Building B. Please note I have labeled the entrance in question with Midwest Dental.

Submitted with best regards,

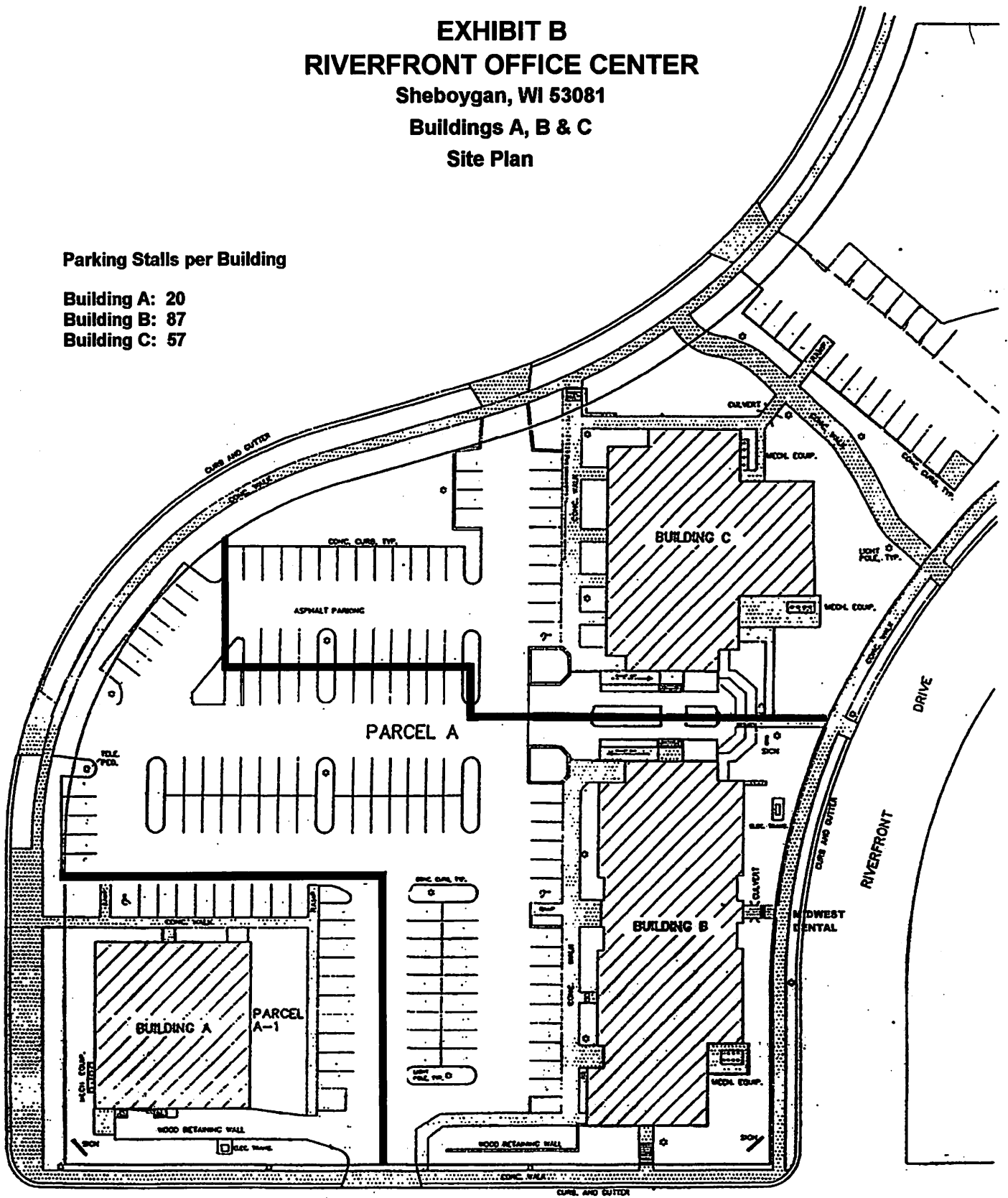
Mike Lowther  
Chief Manager

**EXHIBIT B**  
**RIVERFRONT OFFICE CENTER**  
 Sheboygan, WI 53081  
 Buildings A, B & C  
 Site Plan

**Parking Stalls per Building**

- Building A: 20**
- Building B: 87**
- Building C: 57**

S. 8th STREET



Virginia Ave.

II

R. O. No.       - 14 - 15      . By CHIEF OF POLICE. March 16, 2015.

We hereby submit the annual report of the Sheboygan Police Department for the year 2014. (See attached)

PPS.

Chief of Police Christopher D. Domagalski



# SPD ANNUAL REPORT 2014

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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

We, the men and women of the  
Sheboygan Police Department, value:



**PROFESSIONALISM**

**ACCOUNTABILITY**

**LEADERSHIP**

**COMPETENCE**

**TEAMWORK**

**INTEGRITY**





The Sheboygan Common Council and Mayor Michael Vandersteen

## A Message from the Mayor

The protection of our residents is a top priority for the sworn 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 our community safe and secure.

As mayor, I am committed to working closely with the Sheboygan Police Department to keep Sheboygan a safe city and a great place to live, work and play. In 2014, I took action to create the Mayor's Neighborhood Leadership Cabinet to encourage more neighborhoods to become neighborhood associations. The cabinet will work directly with established neighborhood associations to reinforce the efforts of the Police Department's neighborhood policing program.

This last year we saw the Police Department cooperate with the Sheboygan Area School District, Sheboygan County Social Services, not-for-profit agencies and area healthcare organizations to initiate a project aimed at

reducing the social harm caused by heroin addiction and prescription drug abuse. This collaborative community based initiative is aimed at understanding the extent of the problem within our community, identifying service gaps and increasing community education to reduce harm.

There are always new challenges to deal with and the Police Department has taken steps to join another community effort to deal with the mental health problems in our community. They have begun efforts to provide each officer with crisis intervention training to better understand and deal with persons who have this disease in our community.

These proactive policing strategies of the Sheboygan Police Department have annually reduced the crime statistics in the City and will keep Sheboygan one of the safest cities of its size in the United States.

Best Regards,

Mike Vandersteen, Mayor

## Police & Fire Commission 2014-2015



From left to right: Secretary Andrew Hopp, Commissioner Val Schultz, Commissioner Robert Lettre, Sr., President James Pragatz (Deceased), Commissioner Henry Jung

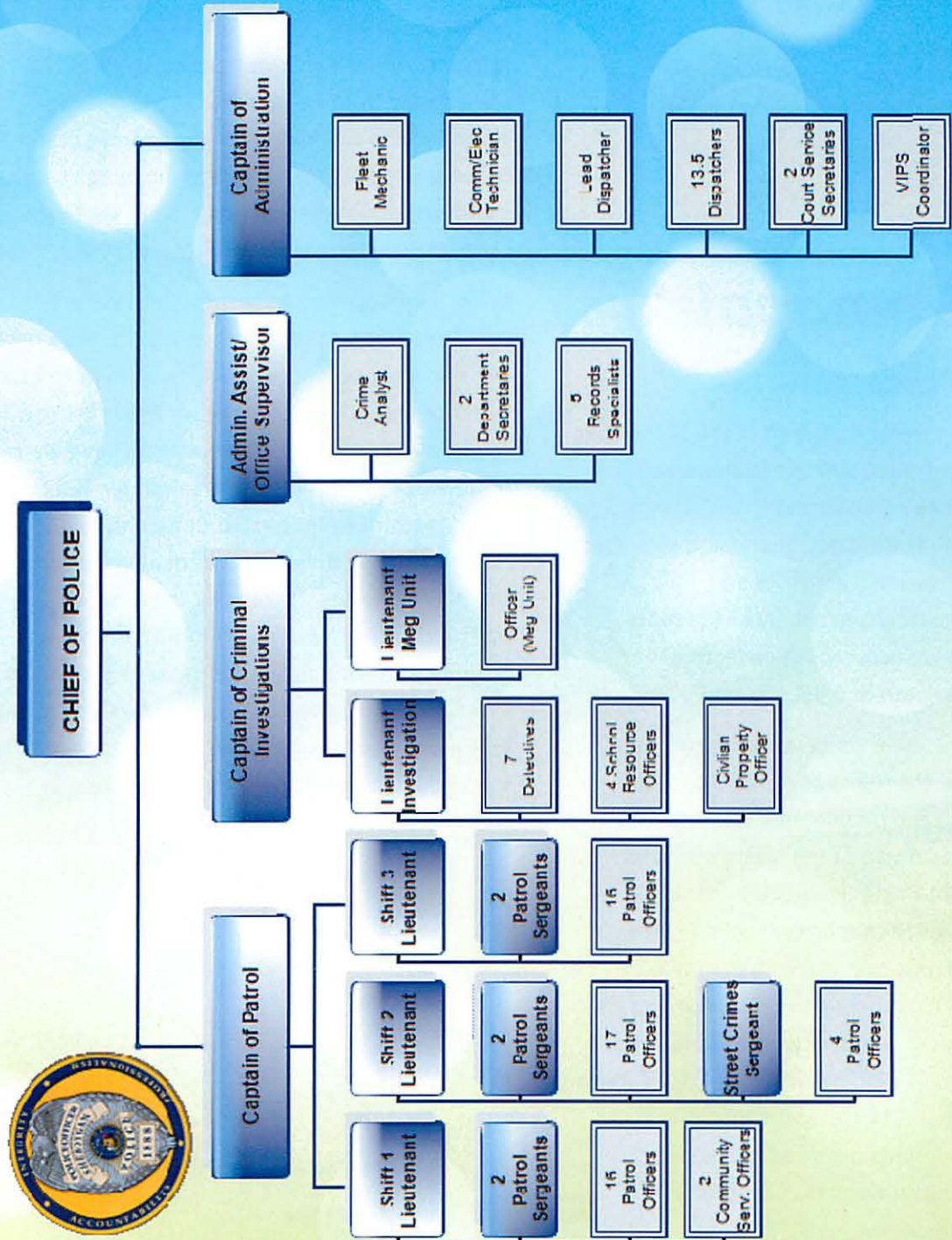
# 2013-2014 Alderpersons



City of  
**Sheboygan**  
spirit on the lake.

District	Wards	Alderperson	Address	Phone
1	1-3	Ty Dassler	2425 N. 9th Street	918-5588
		John Belanger	2622 N. 3rd Street	946-2738
2	4-9	David Van Akkeren		287-3111
		Jodi Vander Weele	2110 Martin Avenue	980-5400
3	10-12	Darryl Carlson	917 Bluff Avenue	452-3196
		Mike Damrow	1955 N. 4th Street	918-2115
4	13-15	Kevin Matichek	1114 N. 9th Street	254-1410
		Mary Lynne Donohue	418 St. Clair Avenue	458-1027
5	16-18	Billy Thiel	1703 N. 37th Street	918-0033
		Julie Kath	1730 N. 35th Street	458-0775
6	19-21	Mark Hermann	1441 Parkview Terrace	452-3297
		Bryan Bitters	911 Georgia Ave	452-5195
7	22 & 23	Don Hammond	4819 Ferndale Court	451-8992
		Susan Lessard	5016 Moenning Road	458-5662
8	24-26	Joseph Heidemann	4819 S. 12th Street	254-4203
		Jim Bohren	1526 Knoll Crest Drive	452-1777
		Chief Administrative Officer James Amodeo		459-3315

# SPD Table of Organization





## Chief Domagalski's Message

On behalf of the men and women of the Sheboygan Police Department, I am pleased to share with you the Sheboygan Police Department's 2014 annual report. You will find statistics, charts and lists that sum up the department's activities and accomplishments. However, many of the most important things we accomplish cannot be expressed in a diagram or a list.

Over the past five years I have emphasized how important it is for members of the SPD to build relationships with the people they serve. In 2014 we continued to focus much of our energy toward building and maintaining these relationships, because we recognize that in a free society the forces of law can only operate with community support and that trust between the police and the public is essential for a safe city. The Sheboygan Police Department is working with you to reduce the levels of crime, fear and disorder through a community-based, neighborhood focused and preventive policing strategy that is problem-oriented and data-driven.

Our neighborhood policing plan is based on the belief that neighborhoods are the building blocks of cities and that no two neighborhoods are alike; each has its own strengths and weaknesses, its own needs and assets. We accept that one of our responsibilities is to be a building block of the community. Your neighborhood officers are committed to working with you to solve community issues by employing new ideas, building partnerships with stakeholders, and keeping focused on the best interests of your neighborhood's safety.

While we have had many successes, we are constantly looking for ways we can do even better. We seek best practices and new ideas from across the country and occasionally we freely borrow from the best and implement those we believe we can make work for us. As a department we will try new ideas, learn from those that don't work and continue to promote and improve on those that do. Our success is directly related to our strong partnerships with our neighborhoods and businesses. I would also like to thank the Mayor, Chief Administrative Officer, the City Council and the Police and Fire Commission for their support. Their leadership has been essential to our success.

Lastly, we are proud of all we have accomplished in 2014 and we look forward to working with you on the challenges that lie ahead.

Respectfully,

A handwritten signature in black ink that reads 'Christopher Domagalski'.

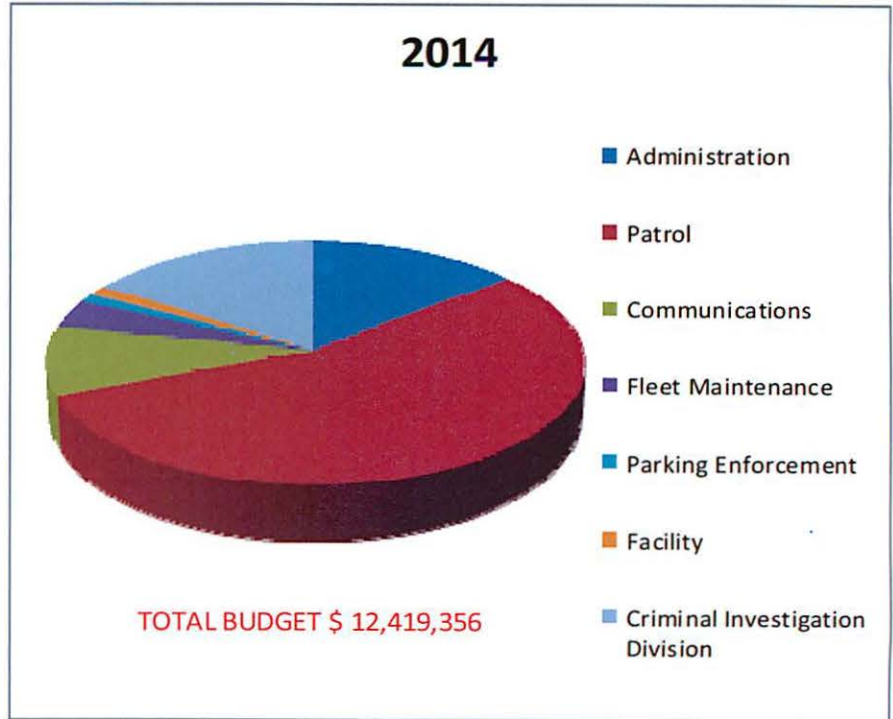
Christopher Domagalski

Chief of Police

Sheboygan Police Department



2014 Budget	
Administration	1,743,058
Patrol	6,831,278
Communications	1,111,018
Fleet Maintenance	467,953
Parking Enforcement	150,519
Facility	165,150
Criminal Investigation Division	1,950,380
<b>Total Budget</b>	<b>12,419,356</b>



### Internal Investigations

Fifteen (15) internal investigations were conducted in 2014. Of those investigations, ten (10) were initiated by the Department, and five (5) were citizen complaints.

#### 2014 INTERNAL COMPLAINTS

INVESTIGATIVE FINDINGS	#
<b>SUSTAINED</b>	7
<b>NOT SUSTAINED</b>	3
<b>UNFOUNDED</b>	0
<b>EXONERATED</b>	0
<b>NO FORMAL COMPLAINT</b>	0

#### 2014 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
<b>SUSTAINED</b>	0
<b>NOT SUSTAINED</b>	1
<b>UNFOUNDED</b>	2
<b>EXONERATED</b>	0
<b>NO FORMAL COMPLAINT</b>	2

- \*\*\* Sustained = The allegation is supported by sufficient proof.  
 Not Sustained = The evidence is not sufficient to prove or disprove the allegation.  
 Unfounded = The allegation is false or otherwise not based on valid facts.  
 Exonerated = The incident that occurred or was complained against was lawful and proper.

# 2014 Sheboygan Police Department Accomplishments

- ✓ Updated and published new policy manual, including the introduction of daily policy training bulletins.
- ✓ Established a Crime Analyst position in the department and obtained analytical software to better understand and use the data we collect.
- ✓ Provided Fair and Impartial Policing Training to all sworn personnel.
- ✓ Provided training to an additional 8 department members in Leadership in Policing (LPO) course.
- ✓ Provided Crisis intervention Training (CIT) to 17 department members.
- ✓ Graduated a department supervisor from the "Wisconsin Command College".
- ✓ Updated in-squad video system.
- ✓ Added the use of Facebook and Nextdoor to our social media platforms.
- ✓ Increased the quality of reporting and oversight of use of force and vehicle pursuits.
- ✓ Re-organized the supervisory table of organization to increase efficiency and increase supervisory development opportunities.
- ✓ Led collaborative partnership that provided educational talks on heroin and prescription drug abuse to over 1300 county residents.
- ✓ Led collaborative partnership that provided educational presentations regarding drugs and alcohol, focusing on making good life choices to over 5000 High School students in Sheboygan County.
- ✓ Expanded the Police Explorer program and integrated them into our crime prevention efforts.
- ✓ Partnered with other agencies to organize the 3<sup>rd</sup> annual Wisconsin Problem Oriented Policing Conference.
- ✓ Worked collaboratively with partners to maintain a prescription drug collection box and drop off events.
- ✓ Participated in over 100 community outreach activities including 22 neighborhood meetings.
- ✓ Updated equipment for forensically gathering and analyzing computer and digital evidence.

## 2015 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 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.

Continue partnership with Tavern Safety Coalition with emphasis on TIPS training related to over serving.

Continue ongoing heroin initiative to educate public on heroin issues to reduce overdoses.

**Expected Outcomes:** Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1315.

Individual crime targets as follows: of Robbery > or = 15, Aggravated Assaults >= 90,

Burglary > or = 150 and Theft > or = 1000.

Total Accidents > or = 1550

## **Goal # 2 – Build Community Trust**

**Activities:** Increase department messaging through the coordinated and timely release of information with an emphasis on Facebook to increase followers of social media.  
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.  
Expand Crisis Intervention Team training and awareness to include continued collaboration with mental health providers to increase awareness of mental health issues and resources available in the community.

**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.  
Identify areas of potential cost savings and/or process improvement.  
Work with City IT to complete ongoing implementation of Munis parking ticket solution.  
Maintain development of LEXIPOL policy and training module.  
Update in-squad computers and interview room video system.  
Continue training and planning for consolidated dispatch.  
Emphasize the connection of department values to daily decision making.  
Develop and host Crisis Intervention Training (CIT).  
Practice the judicious and impartial use of police authority. Integrate the Fair and Impartial policing curriculum into the PTO program.  
Develop warm zone training with the Fire Department.

**Expected Outcomes:** Operate within authorized budget.  
More efficient processing of parking tickets.  
More dependable systems and enhanced evidence.  
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.  
Continue ongoing efforts with implementation of Peer support group.  
Continue Leadership in Police Organization training for all levels of the department.  
Build and maintain effective working relationship with Patrol Association.  
Implement culture survey within department to measure LPO progress.  
Continue with ongoing efforts to use Biz library as a training tool for civilian employees and develop training plans for individual employees.

**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.

## 2014 New Hires



Officer Michael  
Thielke



Officer Paul  
Graening



Telecommunicator  
Tracey Villa

Officer Michael Thielke was sworn in on March 17th, 2014 and Officer Paul Graening was sworn in on August 4th, 2014. Tracy Villa began employment in the SPD Communications Center in April.

## 2014 Promotions



Detective Eric  
Edson



Sergeant Shannon  
McKay



Sergeant Joel  
Kuszynski



Captain Kurt  
Brasser

Eric Edson was promoted to Detective on April 14th, 2014. Officers Shannon McKay and Joel Kuszynski were promoted to Sergeant on December 15th, 2014. Lt. Kurt Brassler was promoted to Captain on July 20th, 2014.

## 2014 Retirees

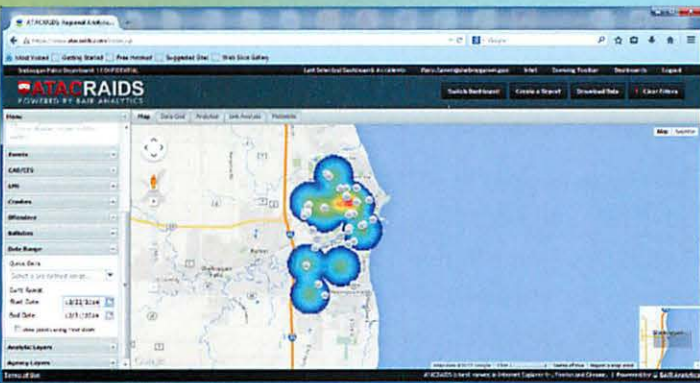


After nearly 29 years of service, Captain Bob Wallace retired from the Sheboygan Police Department in June of 2014.

# New Technology



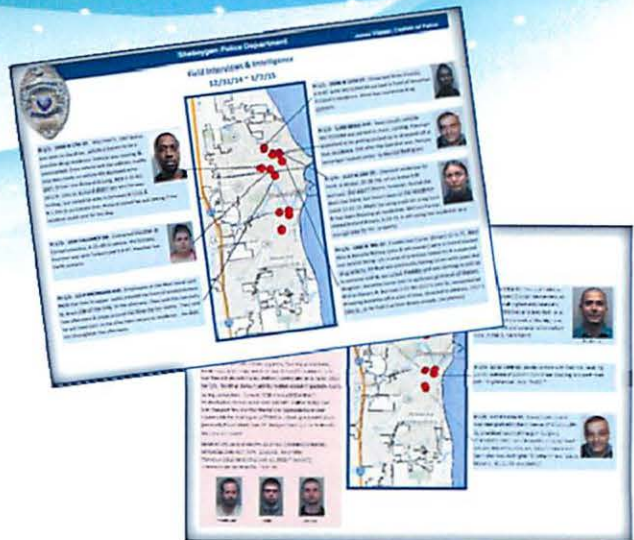
In 2013, the Sheboygan Police Department purchased ATAC (Automated Tactical Analysis of Crime) Workstation and ATACRAIDS (ATAC Regional Analysis and Information Data Sharing). ATAC Workstation and ATAC RAIDS provide powerful crime pattern analysis, predictive analytics, crime mapping and reporting to crime investigations and intelligence analysis. ATAC assists analysts in pattern identification, data mining, analysis and prediction of serial events, and communicating vital information efficiently.



Our crime analyst produces numerous reports throughout the work week by finding series, patterns, trends, and hot spots as they happen. These are generated into reports which are produced throughout the week. These reports explain the who, what, when, where, how and why of crime and incidents occurring in the community. With this information, we can develop effective tactics and strategies, intervening as soon as possible, preventing victimization and reducing crime.



Other reports include a burglary report for our criminal investigation division, as well as field interview and intelligence reports for sworn personnel.





# Administrative Services Division

*Captain Steve Cobb*

The Administrative Services division encompasses the communications center, electronics/communications, the police fleet, and court services office. In addition, the division is responsible for administering a process for hiring new personnel, training and career development of current personnel, policy management, and building/facility maintenance.

Police personnel attended a wide variety of ongoing specialized training necessary to maintain state of the art skills and our ability to provide competent service. These training sessions include Technical Traffic Accident Investigation and Reconstruction, Evidence Technician Certification, Basic Crisis Negotiation Training, Emergency Tactical Response, Crime Prevention through Environmental Design, and many other areas of expertise.

Early in the year, the Sheboygan Police Dept. capitalized on a grant opportunity and sent Lieutenant Doug Teunissen and Sgt. Kurt Zempel to the Hartford, MA area to be trained as instructors in the national curriculum for the Fair and Impartial Policing series. Following their certification as instructors, Lt. Teunissen and Sgt. Zempel provided an 8 hour FIP training block to every officer of the Sheboygan Police Dept. and several officers from neighboring jurisdictions. The training focused on scientific and research based perceptions of bias in policing, and strategies for avoiding those biases during day to day police operations.

In 2014, we continued to provide "Leadership in Police Organizations" training to eight of our personnel. 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 develop as an LPO Instructor for the State of Wisconsin and take an integral role in the success of the LPO program throughout the state.

Lieutenant Bill Adams attended the Wisconsin Command College. The Wisconsin Command College is a joint venture between the University of Wisconsin Certified Public Manager Program and the Wisconsin Department of Justice. Command College consists of 240 hours of instruction that occur over the course of nine months. The Command College course teaches 17 different topics that support the National Certified Public Manager (CPM) core competencies, including systemic integration, managing work, integrity, leading people, developing self, public service focus, and change leadership.

Over two sessions in 2014, 17 officers and supervisors attended a 40 hour Crisis Intervention Team curriculum. The Crisis Intervention Team (CIT) program is a community partnership of law enforcement, mental health professionals, mental health consumers and their families. The goal 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. Officers 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. Since the initial training courses, the Police Department has partnered with several entities within Sheboygan County to develop a local curriculum. The goal is to continue CIT training into 2015 and to make the CIT course available to every sworn law enforcement officer in Sheboygan County.

## Lexipol

In 2014, the Sheboygan Police Department published the new Lexipol policy manual. This policy manual is the product of a collaborative effort with Lexipol, a policy development company that specializes in police agencies. The policy content can roughly be divided into four areas of origin and importance: Federal Statute and Case Law, State Statute and Case Law, Regional Best Practices, and Discretionary Policy. Through the utilization of the law enforcement subject matter experts and legal professionals at Lexipol, our department will have a policy manual that is legally defensible and consistent with the best practices in contemporary law enforcement. The Lexipol knowledge management system is a web-based product that will enable our department to continually update and improve our department policy manual with the guidance and research provided by Lexipol's legal staff and subject matter experts. The service provides on-going policy training using daily training bulletins for all employees to train of different aspects of the policy manual daily. This will enable continuous improvement, keeping our agency and officers safe.



## 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.

## 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.



The Administrative Division has continued to act as the liaison with the Dept. of Planning and Development, to collaborate on matters of code enforcement and neighborhood revitalization. The product of this collaboration is translated directly into information for our police officers to employ tactics that reduce crime and increase the vitality of neighborhoods throughout the city.





# Criminal Investigation Division

*Captain Kurt Brassler*

The Criminal Investigation Division underwent some changes to assigned personnel in 2014. Captain Kurt Brassler was sworn in as Captain in July and was assigned to the Criminal Investigation Division, and Captain Veaser assumed command of the Patrol Division, having previously been assigned to CID. Officer Eric Edson, a former School Resource Officer at South High, was promoted to Detective in April.

The Criminal Investigation Division (CID) strives to serve the citizens of Sheboygan by providing expertise to resolve complex criminal cases and investigated several higher profile cases in 2014, including one homicide resulting in the arrest of a Sheboygan resident. In December, CID also investigated an attempted homicide involving a double shooting incident leading to the arrest of two individuals. In an ongoing effort to take an aggressive approach examining drug overdose incidents, the division investigated three fatal drug overdoses. Five individuals were ultimately arrested and charged for their various roles in connection with the deaths.

In 2014, the Criminal Investigation Division continued to work collaboratively with various outside agencies at both the State and Federal level. Several detectives are tasked to work closely with the Wisconsin Department of Justice ICAC (Internet Crimes against Children) task force. Following up on tips related to the distribution of child pornography led to the arrest of 7 individuals in 2014. The Sheboygan Police Department also participates in the US Marshal Fugitive Task Force in which a detective works closely with the Marshal Service to apprehend fugitives wanted for various violations of law. This collaborative effort led to the local arrest of a fugitive wanted in Illinois for homicide. Another detective serves as a member of the Milwaukee Federal Human

Trafficking Task Force. This detective served as a resource in numerous trafficking investigations for various law enforcement agencies and spoke at a number of law enforcement venues related to human trafficking. In 2014, she provided over 20 presentations to law enforcement, social service agencies, clergy, and other civic groups, related human trafficking. A joint investigation with the US Postal Service led the arrest of numerous suspects responsible for the theft of mail and subsequent fraud related to numerous incidents of identity theft throughout the area.

CID also strives to strengthen relationships within the retail community by working closely with a retailers group that meets routinely to exchange information, intelligence, and strategies targeting retail theft and fraud. The division also continued to focus on sex offenders residing in the community and worked closely with the Department of Corrections in 2014 to ensure compliance, notify the public when prolific offenders are released in the community, and investigate any related violations of city ordinance or state law.

CID combined resources with Sheboygan County Fire Investigation Team and Sheboygan Fire Department responding to eight suspicious fires in 2014, including one fatal.

In general, the division served 94 search warrants on various items and locations during the course of various criminal investigations including burglary, sexual assault, robbery, identity theft and fraud, forgery, and numerous others. The Division also handles all seizures related to criminal investigations. In 2014, this resulted in forfeiture actions and subsequent seizures of over \$9,000 in cash on one vehicle.

## 2014 Safety Town

Officers Hang Lor and Dana Fischer, while serving as School Resource Officers, collaborated with the Sheboygan Service Club and the Sheboygan Area School District to host Safety Town once again. Safety Town is a week-long program for children starting kindergarten in the fall. Officers Lor and Fischer worked alongside teachers to teach the children about pedestrian safety, poisons, strangers, guns, bus safety, fire safety, how and when to call 911, and much more. Children experience first-hand how to safely navigate the “streets” of Safety Town, a miniature town complete with traffic signs and buildings, while riding bikes and having fun.



## 2014 Junior Police Academy

In June of 2014, the Sheboygan Police Department held its annual Junior Police Academy, graduating 25 “recruits” from the program. Junior Police Academy is designed for middle-school aged students, ages 11-14. The week-long program covers basics of police operations including constitutional law, the court process, evidence collection, defense and arrest tactics, and traffic enforcement. Equally important, JPA enforces the Sheboygan Police Department’s core values: courage, leadership, accountability, teamwork, and integrity.





# Patrol Division

*Captain James Veesser*

The Patrol Division consists of the majority of sworn officers within the Sheboygan Police Department. Uniformed officers are frequently the initial point of contact that the public has with law enforcement. The reasons for these contacts vary greatly; a traffic accident or violation, being a victim of a crime, or needing medical assistance. Typically, a citizen may only have contact with law enforcement once in their lifetime and the professionalism of the officers can have a lasting impact on the overall perception of the police department. The Patrol Division strives to ensure the contact is handled properly and provides the required service.

Over the last several years, an organized effort of neighborhood-based, community-orientated policing has resulted in building many positive relationships with the community. The Patrol Division has been at the forefront of this effort by connecting officers to 75 individual neighborhoods. Officers take pride in establishing relationships with residents of their neighborhood and assisting with solving problems that range from criminal activity to quality of life issues. The residents of these neighborhoods appreciate the relationships that are being established and are reminiscent of a policing style of the past.

The Patrol Division also monitors activity throughout the City of Sheboygan by dividing the city limits into three sectors; North, Central and South. Each sector encompasses a certain number of neighborhoods based on geographic area. A shift Lieutenant and two Sergeants are assigned to a sector and are typically from a separate shift. This ensures communication across shifts regarding activities within a sector and effectively informing officers in case a similar pattern occurs within their assigned sector. This exchange of information significantly increases the effectiveness of police strategies when solving a problem that could impact the city as a whole.

One goal of the Sheboygan Police Department is to reduce crime and the fear of crime in the City of Sheboygan. Uniformed officers are actively pursuing that goal by deploying tactically in order to effectively meet that objective. This involves Hot Spot Policing, targeting Habitual Offenders and identifying emerging crime trends. Communication between Divisions and Shifts within the Sheboygan Police Department assists with this overall effort. The Patrol Division is the front line "Eyes and Ears" of the department due to officers observing and communicating with members of the community. The information generated by uniformed officers drives police strategies and assists with meeting objectives.

Communication is very important to an effective Patrol Division within a community. The initial contact and perception by the public: patrol officers communicating with each other and residents, and sectors being situationally aware of what is occurring throughout the city. There are many examples of communications occurring that involve the Patrol Division: Neighborhood Meetings, Roll Call, working alongside city departments, and attending community events as a representative of the Sheboygan Police Department. This effort continues to build the trust the community has with the Sheboygan Police Department.

In 2014, a number of supervisors were re-assigned to new positions while others were promoted. Captain James Veesser was re-assigned to Captain of Patrol after serving for 8 years as the Captain of Detectives. Officer Shannon McKay and Officer Joel Kuszyński were promoted to Sergeant of Patrol, 2nd and 3rd shift. Lt. Michael Williams was re-assigned to 1st Shift Patrol while Sgt. Kurt Zempel was assigned to the MEG Unit. Sgt. Michael Stelter was re-assigned to the Street Crimes Unit while Sgt. Scott Reineke returned to the Patrol Division. The re-assignment of supervisory personnel results in further career development for that particular officer and benefits the department as a whole.

## ***Absolutely 21 and Over***

Since 2011, the Sheboygan Police Department has conducted an initiative called "ABSOLUTELY 21 AND OVER". The overall objective is to reduce underage alcohol consumption in our community. The initiative is designed to prevent and protect minors from obtaining alcohol and to protect businesses from minors attempting to illegally obtain alcohol from their establishments. The effort benefits the whole community by proactively preventing alcohol-related problems and crimes in our community, especially during school breaks and holidays. The program is one part educational awareness and one part enforcement.

During the Christmas Holidays near the end of 2014, officers conducted 27 randomly picked business compliance checks utilizing Lakeshore Technical College Criminal Justice students. These underage students with valid photo identification would attempt to purchase alcohol from the businesses. If the businesses properly requested their identification prior to the purchase and refused, these businesses were congratulated for their diligence in preventing underage alcohol purchases and consumption. If not, various enforcement methods were levied. Of the 27 business checks, only four failed to follow proper identification protocols.

This year's 15% failure rate was significantly down from prior years. In fact, the first year showed a failure rate of 43%. The program's success has been a combination of educational awareness, enforcement, and cooperation between the police department and the business community. The original conception of "Absolutely 21 and Over" was headed by Officer B. Kehoe and is another example of individual officers within the Sheboygan Police Department solving problems and working with department members to address a quality of life issue in Sheboygan.

## ***Throttle Management***

In June of 2014, the Sheboygan Police Department initiated a project to identify and enforce exhaust system violations on all vehicles. Every year the Sheboygan Police Department receives numerous complaints of loud exhaust, often aggravated by excessive acceleration. This detracts from peaceful neighborhoods and creates a sense of disorder in our city. The idea was inspired by an effort in Washington County, WI, to address citizen complaints about illegal exhaust systems on motorcycles.

The purpose of the project was two-fold. First, identifying and enforcing violations of loud and/or defective exhaust and excessive engine acceleration; and second, educating violators in regards to applicable laws pertaining to exhaust systems. Violators were also asked to use "throttle management" and drive with caution and respect to our neighborhoods. Further community outreach was achieved through a press release and social media notifications.

At the end of the four month project, we found that traffic stops related to exhaust enforcement doubled from the previous year. We again plan to focus on exhaust violations in 2015.

## ***Sheboygan County Chamber of Commerce "Top Young Professional of the Year"***

In 2014, Sgt. Kurt Zempel was selected from a number of other young professionals within Sheboygan County to receive the Sheboygan County Chamber of Commerce "Top Young Professional of the Year". Zempel is the first Sheboygan Police Officer to receive this award and the department was proud of this accomplishment. It is a reflection of the high standards and professionalism of not only Kurt but other members of the Sheboygan Police Department.

His submission for consideration involved his work with the DDACTS (Data-Driven Approaches to Crime and Traffic Safety) program, being nominated for the UW-Oshkosh Distinguished Masters Research Award for his field project, "Putting Police in the Box: The effectiveness of Data-Driven Law Enforcement", receiving the prestigious UW-Oshkosh Steven Hintz award which recognizes academic excellence and community involvement, and participating in the county wide Heroin Initiative as a core committee member. This, along with his police duties, co-commander of the Emergency Response Team, Chairperson of the Explorer Post, supervisor of the crash/crime reconstruction team, member of the Honor Guard, coordinator of the SPD Podcast program, and daily Shift #2 activities led to recognition by the Sheboygan County Chamber of Commerce. Kurt remains active in the community along with being dedicated to his church and family.



# Crash and Crime Reconstruction Unit

In response to the need for greater expertise when investigating serious crimes and motor vehicle crashes, the Sheboygan Police Department maintains a Crash and Crime Scene Reconstruction Unit. The reconstruction unit responds to major crash and crime scenes and utilizes modern technology and investigative techniques to document and diagram the location of evidence at the scene.

This includes the use of a Total Station measuring device to obtain laser measurements of points on scene from which a three-dimensional computerized diagram can be generated. Once measurements of the evidence on-scene are obtained, reconstruction team members build a CAD diagram of the incident scene. This proves useful not only for assisting investigators in determining the underlying cause of crashes, but is also a useful aid for

courtroom presentation of the specific location of evidence at a crime scene.

The reconstruction unit has assisted in the investigation of fatal and serious motor vehicle crashes where felony charges were a possible result, as well as at major crime scenes including homicide investigations. The unit

includes three traffic crash reconstructionists who received training through programs at the Wisconsin State Patrol Academy and Northwestern University, as well as personnel with experience in surveying and computer-aided drafting (CAD). Members of the unit have extensive investigative experience which is critical in identifying relevant evidence and its significance to the investigation.



## Motorcycle Unit

The Sheboygan Police Department has had a Police Motorcycle Unit since 2000. The Motorcycle Unit, often called "Motor Units," is instrumental in supplementing the patrol division. Officers ride the police motorcycle from April-October (weather permitting). The Motor Unit currently has one 2008 Harley-Davidson Road King Motorcycle. Officers ride a combined average of approximately 1000 miles per year. There are 7 officers currently assigned to the Motor Unit.

Officers who are selected to the Motor Unit must perform at a high level, and demonstrate they are capable of handling this added responsibility. They apply to become a member of the unit to a Special Teams Selection Committee. Once an officer is selected, they attend a Police Motorcycle Operator Course co-sponsored by Northwestern University Center for Public Safety & Harley Davidson. This intensive 80-hour program develops the coordination, skill and confidence necessary for the officer to operate a police motorcycle safely and efficiently.

Motorcycle officers are assigned to geographic districts throughout the city on a daily rotation. They handle all

duties/responsibilities that they would when patrolling in a squad car. Yet, Motor Officers are also tasked with addressing specific traffic related problems and/or projects where the Motor Unit would be beneficial. The size and maneuverability of a police motorcycle makes it the ideal tool for addressing traffic problems and working to minimize traffic crashes.

In addition to these duties, Motor Officers also participate in parades and numerous community events. These are wonderful opportunities to interact with citizens and develop positive relationships with community groups.





## Honor Guard

The Sheboygan Police Department Honor Guard is a ceremonial unit within our department that represents the police department at formal, government and festive events. Most importantly, the Sheboygan Police Department Honor Guard represents the police department and its members, at funerals of police officers, both active and retired, in support for the family. This is performed in a respectful and dignified manner.

In 2014, the Honor guard participated in 5 law enforcement funerals, 3 parades, and 4 other local events in which the national colors were presented and posted.

The following officers are members of the Sheboygan Police Department 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

## 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. Members of the ERT 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 which occur in the community and minimize danger to officers, suspects and the public at large. The team also seeks to work collaboratively with the community to respond to the growing nationwide trend in workplace and school violence.

In 2014, team leader Shannon McKay and operator Joel Kuszynski were promoted to Sergeant of Patrol, creating two

openings on the team which were filled by new operators Spencer Wilson and Ryan Walloch. Officer Kent Huibregtse has replaced Sgt. McKay as the team leader, with Officer Brandon Kehoe stepping in as assistant team leader. The team also added Officer Rebecca Rupnick as a fourth crisis negotiator.

In 2014 the ERT conducted advanced training at several vacant properties in Sheboygan, including school emergency response training at the now-vacant Washington School. Team members 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.



2014 Statistics: Deployments: 1 Call Outs: 2 Demonstrations: 2

# 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 Sheboygan Police Department 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 2014, the MEG Unit provided 13 community talks to schools and professional groups concerning drug awareness and its impact on the community, as well as ways to protect themselves and report drug crimes.

The MEG Unit continued its focus on the heroin problem and its associated impact on the community, with seizures of more than 18 grams of heroin in 2014 and 10 drug trafficking organizations disrupted by MEG Unit investigations. Several large-scale conspiracy investigations into heroin dealers and their associates were initiated in 2014, and in some instances investigators have uncovered related human-trafficking crimes.

In 2014, the MEG Unit initiated approximately 75 new drug investigations which led to the arrest of 45 people charged with 151 drug related crimes. Investigators served over 15 warrants during undercover operations and seized cash, vehicles, guns, cocaine, marijuana, heroin, methamphetamine and various prescription pills. Over \$8,800 in proceeds from illegal drug activity were forfeited to the MEG Unit in 2014. The MEG Unit also discovered and eradicated 5 illegal marijuana grow operations with a total of 89 plants destroyed.



## Street Crimes Unit

The 2014 Sheboygan Police Department Street Crimes Unit (SCU) consisted of four City of Sheboygan Police Officers and one City of Sheboygan Police Sergeant. SCU was established in the mid 2000's to address the changing criminal activity in the City of Sheboygan.

In 2014, SCU focused its efforts 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 2014, SCU officers conducted over 50 knock and talks. Knock and talks are used when information is obtained from tips or interviews that there may be possible criminal activity, wanted people or behavior occurring that could disrupt a neighborhood. A knock and talk is where one or more police officers approaches a private residence, knocks on the door, and talks 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 2014, SCU officers conducted over 30 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 works together with patrol officers, detectives, and outside agencies to assist in investigations, apprehensions, intelligence gathering and arrests. At the end of 2014, a number of SCU officers were either re-assigned back to Patrol due to completion of their 3 year assignment or recent promotions. In 2015, Sgt. Michael Stelter will be the newly assigned supervisor along with three new SCU members. The Unit is an opportunity for officers to learn new skills and become more proficient in criminal investigations subsequently benefitting them in the future.

# School Resource Officers

The school resource officers are an integral part of the Criminal Investigation Division. Working in partnership with the Sheboygan Area School District, school resource officers provide security in the schools, investigate violations of law, and foster a positive relationship with the community. Each of the Resource Officers is trained to utilize the Step Wise Forensic interview technique allowing them to collaborate with Social Services to effectively interview children who may be victims of crime.

School Resource Officers routinely provide presentations to students teaching internet safety, active shooter, bullying, and other important topics. By working closely with school administrators, faculty, and students School Resource Officers routinely identify and resolve problems within the School District and strive to provide a safe learning environment for the community.

In January of 2013, Officer Kunding recognized a truancy issue at South High School. After identifying the issues contributing to the truancy problem,



Officer Hang Lor , Officer Dana Fischer , Officer Rebecca Rupnick, Officer Andrew Kunding

Officer Kunding identified the various stakeholders and then spearheaded a plan that collaborated efforts with school staff and the Sheboygan Municipal Court. By focusing efforts and resources on students with truancy issues, Sheboygan South saw a 17% decrease in unexcused absences and a 49% decrease in tardiness across the entire student body from the inception of the program to January of 2015.

## K-9 Unit



The Sheboygan Police Department 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. Both canines specialize in the detection of drugs.

In 2014, Sheboygan Police canines were involved in 257 deployments. The K9 teams were also used to identify

drug money, and assisted in the seizure of over \$11,000.

In 2014, K9 Bud and K9 Kramer's deployments resulted in 167 arrests for marijuana, cocaine, heroin, methamphetamine, or drug paraphernalia. Other miscellaneous arrests were for possession of drugs with intent to deliver, operating while impaired (drug driving), probation violation arrests, bail jumping violations, etc.

The Sheboygan Police Department not only recognizes the importance of drug interdiction, but also the need for drug prevention and drug education. In 2014, Sheboygan's K9 teams continued to provide demonstrations to schools, citizen police academies, youth organizations, and many other specialty groups.

The K-9 Unit is a proactive component that joins specific efforts to fight drugs in the community. The other components include the Sheboygan County MEG Unit and the Sheboygan Police Department Street Crimes Unit.

# Number of Law Incident Complaints for the City of Sheboygan Police Department in 2014: 23,885

This is a 3 % reduction of law incidents in comparison to 2013.

Note: In 2013, there were 24,577 law incident complaints.

## 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.



We continue to move forward with modern technology, acquiring analytical software for a newly-created Crime Analyst position.

Records Division responsibilities are:

- ◆ Processing law incident reports
- ◆ Traffic citations
- ◆ Ordinance citations
- ◆ Criminal complaints
- ◆ Traffic warnings
- ◆ Entering property information

- ◆ Fingerprint submission
- ◆ Managing In-squad video recordings
- ◆ Accident reports
- ◆ Parking tickets
- ◆ Incoming mail
- ◆ Open records requests

In 2015, Records Division personnel will begin preparing to take on additional front desk duties as a result of joint dispatch in Sheboygan County.

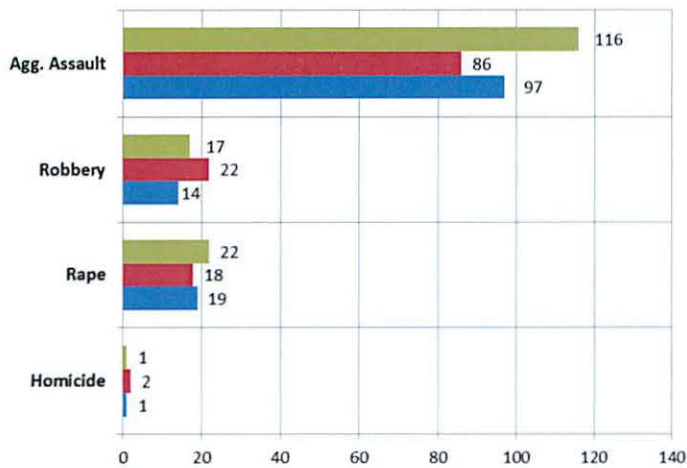


## Part I Crimes

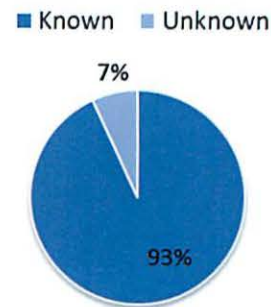
	Murder	Rape	Robbery	Agg Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2009	2	18	28	51	312	1539	49	7	2006
2010	1	20	22	69	216	1234	44	3	1609
2011	0	16	26	89	231	1165	50	5	1582
2012	3	19	21	126	262	1212	43	5	1692
2013	1	19	14	97	187	1023	31	6	1378
<b>Average</b>	<b>2</b>	<b>18</b>	<b>22</b>	<b>86</b>	<b>242</b>	<b>1235</b>	<b>43</b>	<b>5</b>	<b>1653</b>

	Murder	Rape	Robbery	Agg Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2014	1	22	17	116	161	1082	24	12	1435
5 YR Average	2	18	22	86	242	1235	43	5	1653
Difference (%)	-50%	22%	-23%	35%	-33%	-12%	-44%	140%	-13%

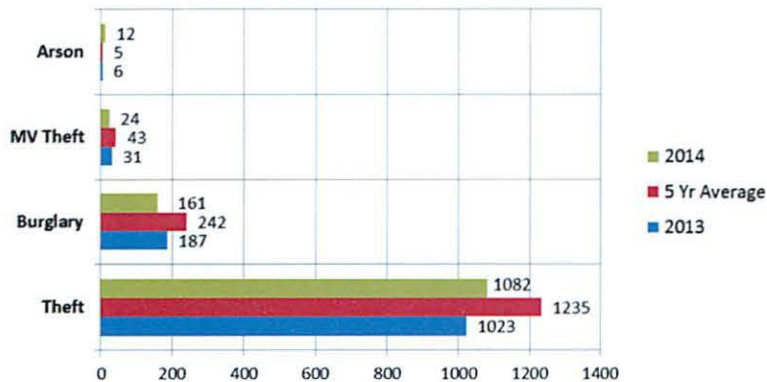
### Violent Crime



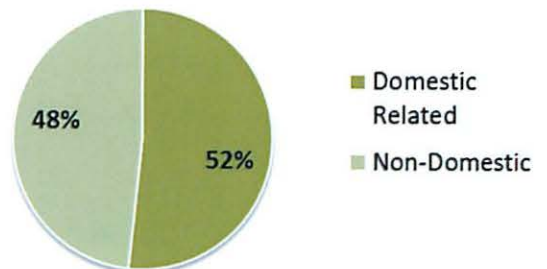
### Relationship



### Non-Violent Crime



### Aggravated Assault





Operating While Under the Influence 2014 Arrests	
Alcohol	237
Controlled Substance	13
Absolute Sobriety	4
<b>Total Arrests</b>	<b>254</b>

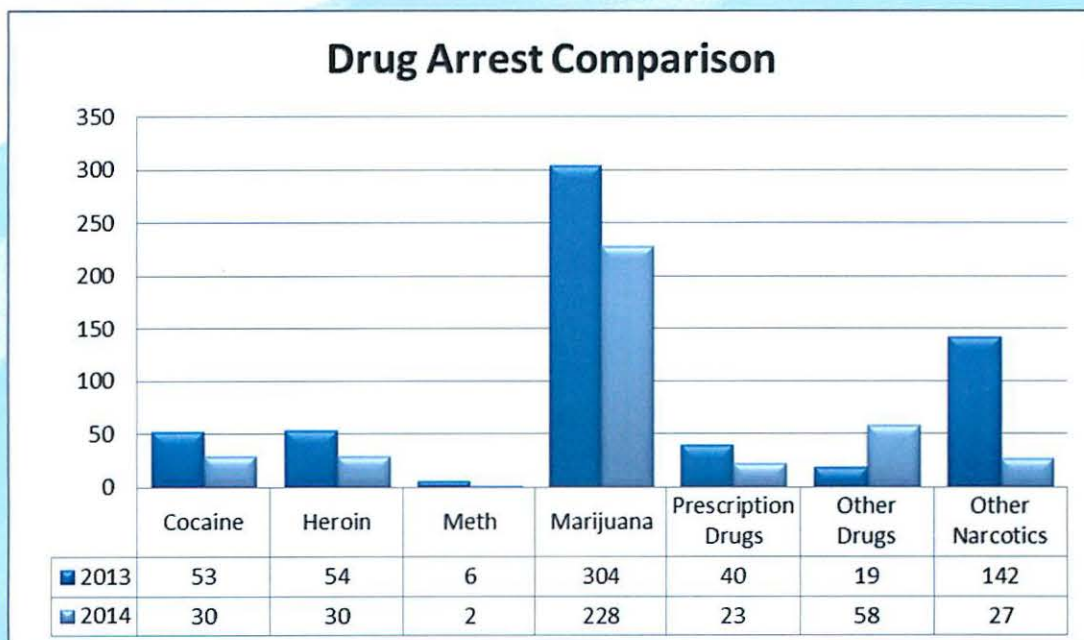
**Did You Know...**

- ✓ 493 people died on Wisconsin roads in 2014. Some deaths were caused by speeding or not wearing a seat belt, while others were caused by drunk driving.
- ✓ Wisconsin has the highest rate of drunk driving in the nation.

– Wisconsin Department of Transportation

2014 Drug Arrests	
Amphetamine/LSD	17
Cocaine	30
Heroin	30
Marijuana	228
Methamphetamine	2
Other Narcotics	27
Other Drugs	58
Prescription Drugs	23
Paraphernalia	266
Drug Trafficking	35
<b>Total Arrests</b>	<b>716</b>

The 2014 drug arrests include the Sheboygan Police Department and the Sheboygan County MEG Unit.

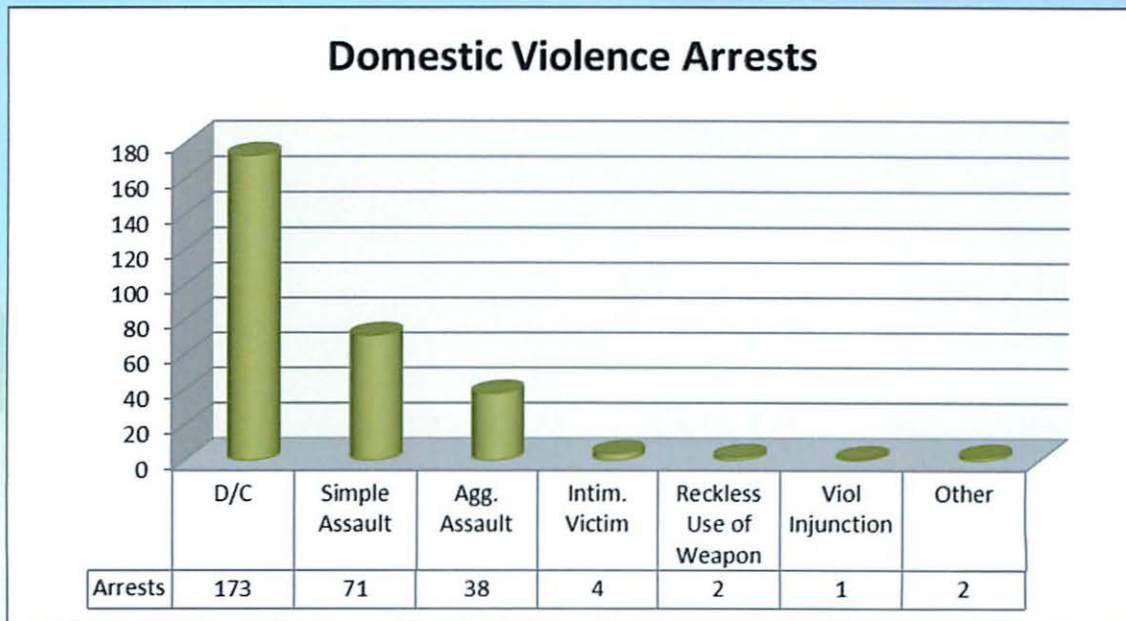




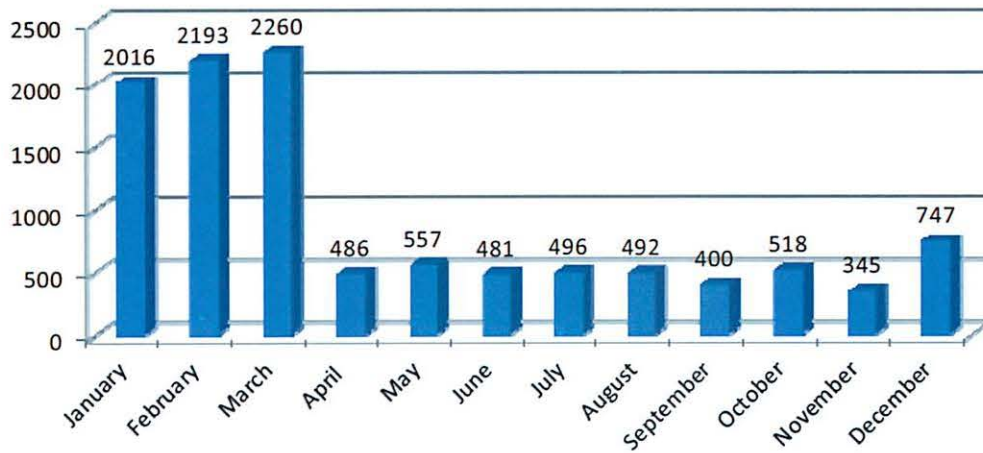
✓ In 2014, we had a reported 558 domestic disturbance incidents.

✓ Of these 558 incidents, 291 arrests were made.

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)



## Monthly Issuance of Parking Ticket Violations 2014



**2014 Total Tickets Issued - 10,991**



Accidents  
Investigated  
**1,720**

**Value Property Stolen**

**\$735,672**

**Value Property Recovered**

**\$1,922**

**Percent Recovered**

**11%**



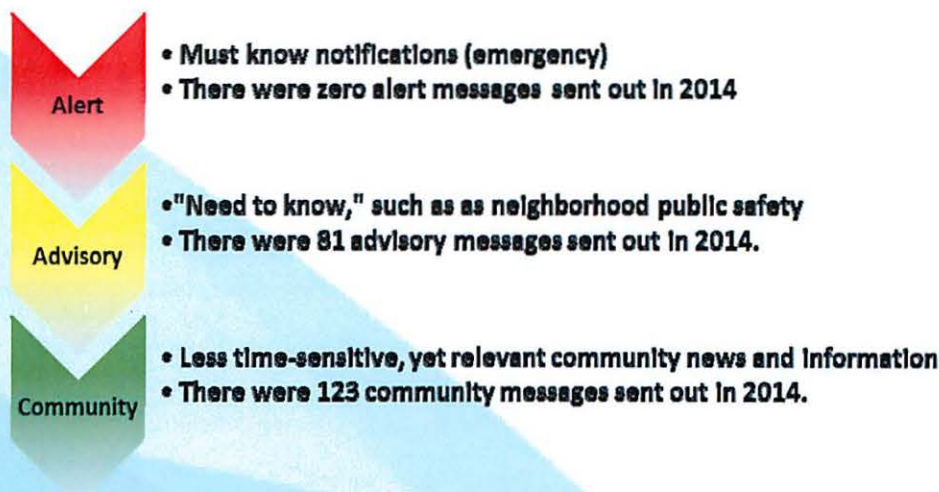
### SEARCH WARRANTS

98 search warrants  
were conducted in  
2014.

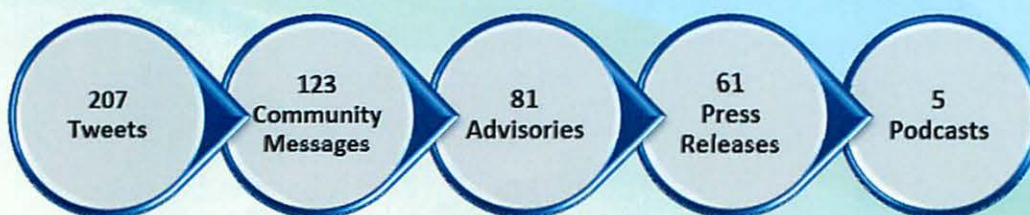
# 2014 Social Media



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. The Sheboygan Police Department sends out three types of messages via the Nixle Platform:



In March 2014, the Sheboygan Police Department joined Facebook and Nextdoor. Nextdoor is a social networking venue for neighborhoods in the United States. It allows residents to connect with people who live in their neighborhood. The department shares information regarding public safety, upcoming events and other initiatives, programs and services our agency participates with neighborhoods on Nextdoor. The City of Sheboygan has 34 neighborhoods that have launched with Nextdoor.



# 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. The Communications Center is currently staffed with fourteen (14) full time telecommunicators (which include a lead telecommunicator) along with one part time telecommunicator. The word "telecommunicator" is another word for "dispatcher".



Telecommunicator Jennifer Schlein resigned from our department effective February 15, 2014. She had been employed as a telecommunicator with our department since June 5, 2000.

On 04/28/2014, our department hired Tracey A. Villa as a full time telecommunicator. She completed her training in September, 2014, and has been assigned to shift 3.

The Sheboygan Police Department Communication Center is one of the most modern dispatch centers within the area. The Communications Center provides 24/7 coverage while maintaining a minimum staffing level of three dispatchers on first and second shift and two dispatchers on third shift. The telecommunicators are responsible for dispatching police, fire and EMS services within the City limits of Sheboygan. In addition to being assigned to work in the Communication Center, a telecommunicator is also assigned to staff the police desk on first and second shift. The desk telecommunicator is responsible for data entry of different types of paperwork such as field interviews, accident reports, booking sheets, etc. as well as receiving

parking ticket monies, bail bond monies, handling phone complaints from citizens as well as providing customer service to citizens who walk in to the police department. The desk telecommunicator also assists with overflow telephone calls from the Communication Center.

In 2014, the Sheboygan Police Department accepted the responsibility of licensing dogs and cats for the City of Sheboygan.

During 2014 numerous school and civic groups toured the Communication Center and had the opportunity for an up-close and personal look at the equipment that is used on an everyday basis by the telecommunicators.

In 2014, Telecommunicator Alicia Wimmer and Kelli Kisiolek attended and graduated from Leadership in Police Organization (LPO) training. This training consisted of a total of three full weeks over a span of three months.

In October, 2014, Telecommunicator Sarah O'Connor spent a week in Rhinelander, WI, attending Communication Training Officer (CTO) training.

During 2014, in anticipation of the upcoming Sheboygan County Joint Dispatch consolidation, telecommunicators from the Sheboygan Police Department received several weeks of dispatch training at the Sheboygan County Sheriff's Department. Similarly, Sheboygan County Sheriff's Department telecommunicators received several weeks of dispatch training at the Sheboygan Police Department. Upon completion of the training, these telecommunicators will be utilized at both departments to maintain their dispatching skills. In 2015 additional telecommunicators from both departments will also receive the same training.



# Communications/Electronics & Fleet Services

Communications and Electronics Technician Russ Schreiner is responsible for the maintenance of a broad range communication and electronic systems for the police and all city departments.

He is also responsible for maintenance of the city's 911 communication center. Russ is also heavily involved with the county-wide radio system upgrade project and serves on the project technical review committee. He also is involved with the planning of the county combined dispatch center project.

Russ also assisted the fleet mechanic with the set-up of five new Ford SUV squads.

Fleet Operations Mechanic Dave Daniels has provided service to the department for the last 25 years.

In 2014, the Fleet Division built the second tier of Crown Victoria Police Interceptor replacements with the 2014 Ford SUV Interceptor.

The Ford Crown Victoria's have been the vehicle of choice for the past 20 years, however the remaining vehicles will be replaced in 2015.

In 2014, the in-car video system was upgraded using Coban Technologies.



# Property & Evidence

In 2014, Evidence/Property Officer Julie Lamb continued to monitor 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 2014:*

**3,930** property & evidence items brought in

- ✓ 327.5 items per month
- ✓ 2 items per hour

**210** bicycles tagged in

**121** bicycles donated to Rebike

**571** items sent to the Milwaukee Crime Lab

- ✓ 207 cases
- ✓ 26 trips

**1,675** evidence disposition forms sent out

**97** phones donated to Call to Protect

# Community Service Officers

The Sheboygan Police Department Community Service Officers (CSO's) are assigned to the Patrol Division. There are two CSO's who are non-sworn personnel but do have appointed limited enforcement powers which involve investigative functions. The CSO's support the mission of the police department by not only the enforcement of parking regulations, but addressing quality of life issues in the community. They are very much part of the department's neighborhood policing initiatives which involves partnering with other city departments such as Building Inspection and the Department of Public Works.

The Community Service Officers provide a wide range of support services, such as, enforcement of residential parking regulations, prohibited and time zone parking violations, 24 hour and meter parking violations, with a special emphasis on parking enforcement around our community's schools.

A large part of the CSO's duties is seeking out and enforcement action of abandoned vehicles. This issue affects the quality of life in neighborhoods within the community. As they patrol neighborhoods for abandoned vehicles, they also observe other nuisances which they will address themselves or partner with the Neighborhood Officer. This contributes to the maintenance of the neighborhoods for the residents,

## School Crossing Guards

There are six part-time School Crossing Guards and one substitute School Crossing Guard that are appointed by the City of Sheboygan and employed by the Sheboygan Police Department. School Crossing Guards are strategically stationed at six of the community's elementary schools that have the busiest and most congested school crossings in the city. They become part of the school's community by working closely with the elementary schools staff and getting to know the children and their parents who use them in crossing the



street on their way to and from school. The substitute School Crossing Guard has to be familiar with all of the six schools intersections that they may cover.

The School Crossing Guards work independently and in all weather conditions when the school is open in order to provide a safe crossing. They are on duty as the children head out of their homes to school and at the dismissal of the school day. The Neighborhood Patrol Officers and the Community Service Officers lend support to the School Crossing Guards with observation, traffic control and enforcement of the school zones.

In addition, the School Crossing Guard also observes their area for any suspicious people, activity, or children trouble, such as bullying, to provide a safe environment for children and their parents. If they observe traffic violations in their school zones, they can report them to the department and patrol officers can take enforcement action.

contributes to eliminating disorder and crime, and contributes to the quality of life for the entire community.

Additional duties of the CSO's include recovering stolen and abandoned bicycles and property; assisting with disabled motorists, traffic control, traffic studies; being involved in the community's special events, parades, festivals, along with lending assistance to locating lost or missing children investigations.

Of special note is CSO Meller who helps manage and oversee the deployment of the department's speed trailer, along with the collection of data and its analysis. He is also a non-sworn member of the department's Crash and Crime Reconstruction Unit. CSO Yang is called upon by members of the department and other city departments to assist in language translation during calls for service, investigations, and education.



2014

## VIPS Staff



Connie Mehan, Marilyn Bohren, Jason Lawrence, Ethel Pillman, Tom Riemann  
Kristi Lawrence, Jeanne Pethan, VIPS Coordinator Penny Weber, Mary Ann Dickfoss

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 nine 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 the patrol division by serving 514 city subpoenas and collecting traffic data.

VIPS collects and sorts all drugs from the prescription drug drop off box. During 2014 they collected 1,452 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 2014 they fingerprinted 157 individuals.

Our VIPS staff also acts as role players for training exercises and assists in Municipal Court by doing clerical work, and acting as a court monitor twice a month during evening court.

If you would like more information about the volunteers or would like to volunteer, please contact Penny Weber, Coordinator at 459-3338 or [penny.weber@sheboyganwi.gov](mailto:penny.weber@sheboyganwi.gov).

### 2014 Service Hours

Subpoena Service	460.50	Retail Theft Data Collections	15.25
Court Services - Clerical	302.50	Role Play for Training	13.25
Municipal Court -Clerical, Court Monitor	252.75	Special Event Signs, Parade Monitor	11.75
Prescription Drugs Sort	227.75	Replenish Forms	8.75
Neighborhoods, community groups	96.50	Other	33.75
WI Data Collection	69.00	Coordinator	159.50
Records-Clerical	65.50		
Community Policing Tasks	48.00	Total Volunteer Hours in 2014	1,870.25
Fingerprints	46.25		
Assessment Center assistance	25.75		
Duplicate Internal Forms	16.75		
Tours	16.75		

# Explorer Post 2881

The Sheboygan Law Enforcement Explorer Post had another great year in 2014 and we are very thankful for the department's support. After the annual "Open House" in October, the membership increased to 26 Explorers. The post is open to young men and women ages 14 (and completed the 8th grade) to 21 with an interest in learning more about careers in the field of Law Enforcement. These young adults are provided opportunities to see the work of law enforcement, first hand, and consider the many career options available.

The group is overseen by Sgt Kurt Zempel. Officer Alex Jaeger is the lead advisor and Officers Fickett, Stephen, Walloch, Wilson, and Knez are associate advisors. Brittany Zemba, a former Explorer of our post who works as a corrections officer at Kettle Moraine Correctional Facility, is an adult advisor who can provide unique experiences from her employment to the post. Vong Lao, a former explorer who turned 21 this year and is a graduate of Lakeshore Technical College's Criminal Justice Program, has rejoined our post as an adult advisor as well.

The Explorers are very appreciative of the guest speakers from the police department who have presented their special assignment/duties. These demonstrations/presentations have sparked a great deal of career interest, helping our Explorers focus their career and educational goals.

The Post was able to participate in the 2014 Fox Valley Explorer Competition, competing against roughly 20 Explorer Posts from throughout the state of Wisconsin. Our practicing in traffic stops proved beneficial as the participants earned a 2nd place award.

This year, the post's advisors held a "cook-out" dinner at the Kiwanis Park shelter for the Explorers and their families. During the dinner, many of the Explorers received awards for their dedication, commitment, leadership, and skill. They were then able to demonstrate some of the skills they had learned including a mock traffic stop, handcuffing, and professional communication. This was very well received and will most likely be a yearly event.

The "group outing" this year was held at I-Combat in Waukesha. This is an indoor laser tag facility that has structures and rooms that provide realistic opportunities for participants to practice their room clearing, team building, communication, sound tactics, and weapon control. These scenarios proved difficult and very intense, but the group had a lot of fun with plans to make another trip there.

## Community Engagement in 2014:

**Bicycle Rodeo:** The Explorers assisted Officer Fickett in the bicycle safety course for area youth. This provided them an opportunity to build upon their leadership and communication skills and there was a great turn out in 2014.

**Independence Day Bike Corral / Information Booth:** The Explorers led the police department's first ever Bicycle Corral program during the Independence Day festivities. This program promoted/encouraged the use of non-motorized transportation for attendees of the festivities at Deland Park as well as the South Pier area. The goal was to increase positive contacts and lower the amount of vehicular traffic in a congested area. Explorers maintained information booths and bicycle corrals for attendees to obtain information and have their bicycles kept secure while taking part in the day's events

**Alzheimer's Walk:** For several years now, Explorers from our post have been requested by the organizers of the Alzheimer's Walk that originates in Kohler and utilizes the Old Plank Road Trail that parallels State Highway 23. The Explorers assist with traffic control, parking, and providing direction to participants which provides them additional opportunities to build upon their communication skills.

**Parade Duty:** Explorers volunteer to prepare the holiday/event parade routes, placing "No Parking" signs along the route. Explorers assist the police department by barricading traffic routes and ensuring that traffic will not pass through the parade. The volunteers then assist in clearing the route of signage and barricades.

**National Night Out Walk Against Crime:** Explorers assist the Sheboygan Countywide Crime Stoppers in the annual neighborhood walk. This walk encourages community stakeholders to participate in drawing awareness for the need to unite as a community to combat and prevent crime. Explorers assisted in blocking traffic for participants, speaking with and greeting attendees, and one Explorer braved the heat dressed as McGruff the Crime Dog. Participation in this event built upon the Explorers' communication and leadership skills.



### Explorer Post 2881 Vehicle Courtesy Check Program

2014 saw the implementation of a new project to help reduce crime in Sheboygan. The Sheboygan Police Department's vehicle courtesy check program, conducted with the help of the Sheboygan Law Enforcement Explorer Post, were intended to reinforce the simple steps vehicle owners can take to substantially reduce their chances of becoming a victim of theft. Law Enforcement Explorers inspected vehicles to look for obvious risk factors, such as unlocked doors and valuables in plain view, leaving a "report card" on all inspected vehicles letting owners know how they did. Neighborhood police officers would then follow up immediately with owners of failing vehicles to encourage them to correct the risk factors and hopefully prevent a crime from occurring.

So far, the program has conducted inspections six times -- twice in each of three neighborhoods which were identified as being "hotspots" for thefts from vehicles, one of the most preventable types of crime. Historical data shows that vehicle owners who leave valuables in sight inside an unlocked vehicle are far more likely to have their property stolen, but the opposite is true as well -- removing valuables and locking vehicles significantly lowers the chance of a theft occurring.

In total, 869 vehicles were inspected, with hundreds of owners and residents contacted by officers and Explorers in the targeted neighborhoods to discuss crime prevention. The numbers of passing and failing vehicles were compared from the first and second rounds of inspections to see if risk factors for thefts from vehicles were impacted.



In the first round of inspections, more than 41% of vehicles received failing grades, due to factors ranging from cash or electronics sitting out in open vehicles or even keys in the ignition. During repeat inspections of the same "hotspot" neighborhoods, the rate of failing vehicles dropped dramatically, to less than 16%. That translates to more than a 50% reduction in failing vehicles for each of the three neighborhoods.

The Sheboygan Police Department plans to continue the vehicle check program as part of our strategy to engage with community members most impacted by crimes to work together toward greater improvements in crime reduction, prevention and security.

# Community Outreach

## 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, 2014, over 37.8 million neighbors across 16,124 communities in celebration of National Night Out. In Sheboygan, there was music, food trucks, local law enforcement, Sheboygan Fire Department as well as many activities for the kids. This year's National Night Out featured guest speakers were Chief Christopher Domagalski, Sheriff Todd Priebe, and Mayor Michael Vandersteen.



## 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 were provided for children who do not have a helmet.



## Making Spirits Bright

December 1, 2014, several employees and family members from the Sheboygan Police Department volunteered at the Making Spirits Bright Holiday Light Display at Evergreen Park. The light display is organized by the Sheboygan County Rotary Clubs as a food drive for the Sheboygan Food Bank. This year over 20,000 cars drove through the light display, and over 70,000 pounds of pantry items were collected for the Food Bank. Numerous volunteers were involved over the holiday season, and the Sheboygan Police Department was proud to be represented by the employees and their families willing to brave the cold for a great cause.



## Law Enforcement Torch Run

Every June, officers and civilian staff from the Sheboygan Police Department join law enforcement agencies from across Wisconsin for the Law Enforcement Torch Run. Each volunteers his or her time to raise funds for Special Olympics, an organization which provides year-round sports opportunities for athletes eight years and older with intellectual disabilities. Volunteers ran, biked, or drove from the Sheboygan Police Department to Sheboygan Falls, Kohler, Plymouth and Elkhart Lake. From there, several volunteers made the trek to Stevens Point to join thousands of other law enforcement personnel and athletes from around Wisconsin in the annual Special Olympics state summer games.

Last year, Officer Dean Wendlandt again volunteered his time as head coach for the City of Sheboygan swim team. Our local athletes practiced hard for many weeks, which paid off when several were awarded medals at the state games- including some for 1st place! In addition, Officer Brian Krueger volunteered his time to organize the Sheboygan leg of the Torch Run, which brought together personnel from organizations throughout Sheboygan County to raise money for Special Olympics. Officer Dana Fischer has also participated in Special Olympics events throughout the year, including rappelling and volunteering in the "Over the Edge" events at Lambeau Field and Miller Park.



## Christmas 2014



# Lunch Buddies

Employees of the SPD often have the opportunity to act as mentors and role models for the youth of our community. Sometimes this occurs informally while working their regular assignments and sometimes formally through programs administered by the department or other agencies. A good example of this in action in 2014 was the participation by several of our employees in the Lunch Buddies Program sponsored by the Big Brothers Big Sisters of Sheboygan County.

Volunteers for this opportunity are screened by the Big Brothers Big Sisters. Then they are paired up with an elementary school child who may benefit from meeting with someone who can provide them with companionship and guidance. Mentors try to meet with the child they are paired with on a weekly basis. These interactions take place at our local elementary schools and can include activities like eating together, talking, playing games and forming a one-on-one relationship with the child.

Employees of the department are encouraged to participate in programs like the Lunch Buddies to help our cities' children who may be in need. According to Big Brothers Big Sisters some of the positive results for the child from these interactions are usually improved self-confidence, an increased ability to express feelings, improvements in decision making, and better school performance and attendance for the child.

Another benefit from these meetings for the community is increased access by other children and school faculty to our employees. This should result in increased security and safety in and around the elementary schools. Not only because of our presence, but also because it provides an opportunity for adults to express problems or concerns to us which leads to collaborative problem solving. Our personnel involved in this program find it to be a very rewarding experience and often they mentor more than one child over time.

# Gateway Sheboygan Project

In 2010 the Sheboygan Police Department, the City Planning Department, the Common Council, Mayor, City Administrator, Sheboygan Neighborhood Pride and a group of committed residents and businesses in the Gateway Neighborhood partnered to transform and revitalize the Gateway Neighborhood. Along the way a neighborhood association was founded and additional partners

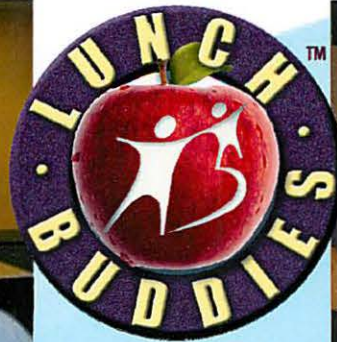
were added; including Habitat for Humanity, US Bank and Kohler Co. All of us are committed to the goal of building livable and healthy communities.

In 2014 we began to see some of the hard work begin to sprout new life. We are thankful to our partners that worked with us to reduce crime in this neighborhood, as well as replace problem properties with new community friendly properties that will generate neighborhood well-being. We are also excited to work with the new families that will be calling this neighborhood their home. We are grateful that they have chosen to become stakeholders in this neighborhood. We look forward to working with them to increase the social capital and cohesion necessary for the neighborhood to thrive.





Sgt. Dave Anderson is pictured here with his lunch buddy.



*A special program of  
Big Brothers Big Sisters*



Officer Charlet Endsley and her lunch buddy share a smile.

## *Partnerships with Local Schools*

During 2014 the Sheboygan Police Department again prioritized the goal of building greater community trust. In order to achieve this it was decided to prioritize activities that would increase the number of direct contacts that we have with our citizens, not during calls for service, in hopes to foster even greater collaboration. Another priority was to increase our interactions at local schools to enhance the security and safety in and around their buildings.

Officers who work during school hours have been attending public roll calls, walking through their neighborhoods, patrolling around the schools, providing security talks, participating in the Lunch Buddies Program, and working with school officials on various safety and educational projects. Here is an example of one officer's efforts to try and help us achieve these goals.

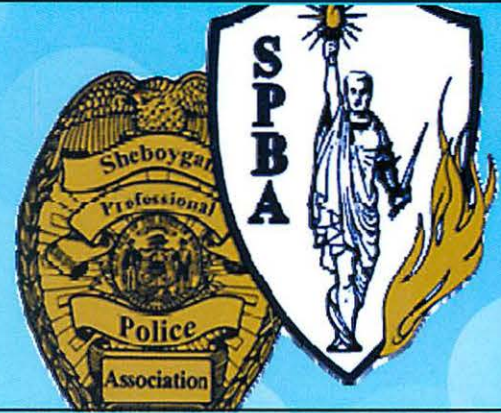
In the beginning of the 2013-2014 school year a public roll call was held at the Leadership Academy Charter School. This school is located in the Gateway Neighborhood which has been prioritized for revitalization by the City of Sheboygan. After this occurred, individual officers interacted with several different classrooms of students. This led to a discussion between the neighborhood officer

Charlet Endsley and Principal Henseler about how the children could benefit from being around our officers on a more regular basis.

Since then, Officer Endsley has been meeting with each of the classrooms from the school once a month. Principal Henseler describes these interactions as "having a huge positive influence on the children". According to Henseler, "One third of the children at the school come from a poor socioeconomic status and for some of the students their only other interactions with law enforcement before this have not been positive experiences".

Officer Endsley's presentation topics have varied but many are related to safety and also the education of children about the profession of law enforcement. The SPD supports these types of activities because we hope to increase the chances that these children will be comfortable interacting with police officers and maybe even encourage some of them to consider pursuing a career in law enforcement. We would hope in the long term that some of these children will see the investment our officers make in our community and chose to make that same commitment here in Sheboygan in the future.

# 2014 Sheboygan Police Benevolent Association Service Awards



The Sheboygan Police Benevolent Association Awards Ceremony was held on Friday, March 14th, 2014 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.



Detective Tamara Remington

## Police Officer of the Year Awards:

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.



Officer Charlet Endsley

## 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 Dustin Fickett



Officer Todd Danen

## 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.

*The Gateway Neighborhood Association*



## 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.



Captain Bob Wallace



Officer Brent Vreeke



Sgt. Shannon McKay



Officer Jason Pacey



Officer Steve Schnabel



Officer Matt Heimerl



Cassandra Wohlgemuth



Mary Danen

## Civilian Employee of the Year Awards:

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.



# SPD ANNUAL REPORT 2014

The Sheboygan Police Department's 2014 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.



**Sheboygan**  
Police Department

1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081  
(920)459-3333

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

Find us on  
**Facebook** [Sheboygan Police Department](https://www.facebook.com/SheboyganPoliceDepartment)



[@Sheboygan\\_PD](https://twitter.com/Sheboygan_PD)

III

R. O. No.           - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a communication from Micheal Brown requesting a waiver from the Sex Offender Residency restrictions in order to live at 1720A N. 11<sup>th</sup> St.

pp 5.

*Lusan Richards*  
\_\_\_\_\_  
City Clerk

Date 2/28/15

My name is MICHAEL BROWN

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1720A N. 11<sup>TH</sup> ST.

SHEBOYGAN, WI. 53081

Signature Michael D. Brown

Phone No ~~(217) 597-5644~~

920 - 207 - 4313

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

Thanks for all your cooperation in this matter.....

II

R. O. No.       - 14 - 15      . By CITY CLERK. March 16, 2015.

Submitting a communication from Paul Hilbelink requesting a waiver to the Sex Offender Residency restrictions in order to live at 926 St. Clair Ave.

PP+S.

*Lusaw Richards*

---

City Clerk

Date 3-11/15

My name is Paul Hilbelink

I am requesting a waiver to the Sexual Residency Requirements so I may live at 926 St. Clair Ave

Sheboygan WI 53081

Signature Paul E. Hilbelink

Phone No 920 539 4022

II

R. O. No.       - 14 - 15      . By CITY CLERK. March 16, 2015.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Andrew Tershner requesting a waiver from the Sex Offender Residency restrictions in order to be placed in a TLP residence at 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave., based on availability.

PP+S.

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

Scott Walker  
Governor

Ed Wall  
Secretary



MAR 10 11 54 AM '15

Division of Community  
Corrections  
3422 Wilgus Avenue  
Sheboygan, WI 53081  
(920) 459-3483/phone  
(920) 459-4386/fax

**State of Wisconsin  
Department of Corrections**

---

**DATE:** March 9, 2015

**Re:** Andrew D. Tershner

**TO:** Whom it may concern

Offender's Current Address: KMCI

**FROM:** Douglas Sundsmo, Agent 70807  
Sheboygan DCC

**SUBJECT:** Sex Offender Residency Waiver

The Department of Corrections, on behalf of Andrew Tershner (DOC #427734, DOB 06/18/86), is hereby filing an appeal to the Sex Offender Residency Restriction.

Mr. Tershner is slated to be released from KMCI prison on 04/07/15. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123/1125 North 14<sup>th</sup> Street or 930A Michigan Avenue, based on availability.

Respectfully,

Douglas Sundsmo  
Probation & Parole Agent #70807  
3422 Wilgus Avenue, Sheboygan WI 53081

920.459.3483

II

R. O. No.       - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a communication from Michael Tuel requesting a waiver from the Sex Offender Residency restrictions in order to live at 1720 N. 11<sup>th</sup> St.

pp. 5.

*Susan Richards*  
\_\_\_\_\_  
City Clerk

MAR 10 '15 PM 3:21

Date 3-6-15

My name is Michael L Tuel

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1720 ~~N 17th~~

Apt A Sheboygan WI

Signature Michael Tuel

Phone No 217-213-9433

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

Thanks for all your cooperation in this matter.....

II

R. O. No.           - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a communication from the Town of Sheboygan Town Board requesting that the City evaluate the area of the accident that occurred on Mill Rd. involving a vehicle exiting the roadway and striking a tree resulting in the loss of a life and requesting that the City place a guardrail there to prevent another tragedy.

PP+B

*Lusaw Richards*  
\_\_\_\_\_  
City Clerk

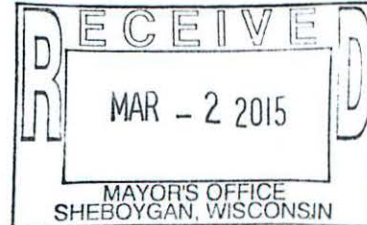


**Town of Sheboygan**  
Sanitary Districts 2 Sewer & 3 Water

**Town Hall Office**  
1512 N 40<sup>th</sup> St  
Sheboygan, WI 53081  
Phone 920-451-2320  
Fax 920-451-2323  
Hrs: Mon, Wed, Thur 7am-4pm  
Tue 7am-5pm; Fri Closed

February 24, 2015

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



Honorable Mayor Vandersteen,

As you are probably aware, several months ago there was a fatal accident on Mill Road involving a vehicle exiting the roadway and striking a tree resulting in the loss of a life. The Town of Sheboygan Board recently met to discuss what if anything we would be able to do to avoid another such accident.

Mill Road is a road with multi-jurisdictions. After meeting with our Director of Public Works and the Town's consulting engineer, Tom Holton of AECOM, it was determined that a very dangerous situation exists on Mill Road and the jurisdiction of the incline/decline/curve are located in the City of Sheboygan rather than the Town of Sheboygan. It was felt that a guardrail would help prevent another tragedy in this area.

We are asking that you evaluate the area of the accident and determine how Mill Road could be made safer for the hundreds of vehicles that travel this road on a daily basis.

Please advise at your earliest convenience.

Thank you for your time and consideration.

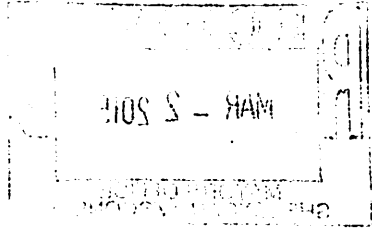
Sincerely,

Town of Sheboygan Town Board

Daniel W. Hein, Town Chairman  
Char Gumm, Town Supervisor  
James R. Schwinn, Town Supervisor  
John Wagner, Town Supervisor  
Dan Olson, Town Supervisor

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II

R. O. No.       - 14 - 15. By Director of Planning and Development.  
March 16, 2015.

Submitting a request from Chad Pelishek, Director of Planning and Development, the City of Sheboygan Green Tier Legacy Communities Annual Report, 2014 for adoption.

\_\_\_\_\_  
Director of Planning & Development

*Sustainable  
Task Force*

# Green Tier Legacy Communities Annual Report, 2014



**City of Sheboygan, Wisconsin**  
February, 2015



## City of Sheboygan Sustainability Goals-----

Sheboygan's sustainability goals, policies, and action steps are outlined in the 2014 City of Sheboygan Sustainability Plan. The plan can be found here: <http://www.sheboyganwi.gov/wp-content/uploads/2015/03/Sustainability-Plan.pdf>

## Green Tier Strategy Options-----

A copy of the Wisconsin Legacy Communities Strategy Options is included in this document. This year, 2014, is Sheboygan's first year as a Green Tier Legacy Community so this document will serve as a baseline from which to improve. The baseline set for 2014 by the City is only 130 points out of 325, or 40%. Sheboygan has many opportunities to become more sustainable, and achieving our 2015 goal of 170 points, or 52% will mark progress.

## Summary of 2014 Actions-----

The following is an overview of sustainability measures the City of Sheboygan has undertaken in the year 2014. This being Sheboygan's inaugural annual report, some of the actions listed might have been initiated prior to 2014, but have continued into 2014 and are worth noting. These actions will not be listed in future Green Tier Annual Reports as from this year forward those reports will focus directly on that year's progress.

**Sheboygan Police Department "Bike Rodeos"** - The Sheboygan Police Department holds multiple "rodeos" per year where children can come and learn bicycle safety, skills, and maintenance. The events are free and prepare children to safely ride their bicycles around their homes, in the community, and wherever they go.

**Walk and Bike to Work Week** – for the past several years, Sheboygan County's Bike & Walk Week (BWW) has been an exciting week long celebration of biking and walking for transportation. Held in summer, the event offers incentives, challenges, and activities for those who leave the car behind and make their trips by bike or foot.

**Grant Application for Beach Bioswales** – The City recognizes the need for stormwater management, to reduce the runoff and erosion affecting the beaches at two city parks. Deland and King Park beaches are being washed away at the sites of two major outfalls. The City has requested a grant from the 2014 Great Lakes Shoreline Cities Green Infrastructure Grants to install infiltration swales, planted with native plants and beach grasses, to protect these Lake Michigan beaches.

**NOMO Facilities**- NOMO Sheboygan County is the local brand for the federally funded Nonmotorized Transportation Pilot Program (NMTTP). Sheboygan County was chosen to be one of four pilot communities eligible to receive up to \$25 million per year to improve bicycle and pedestrian facilities. NOMO Sheboygan County makes bicycling and walking more convenient, safe, and appealing by investing in facilities and outreach initiatives. Some of the infrastructure projects include the installation of sidewalks and bike lanes on Eisner Avenue, a conversion of unused railroad into urban trails, traffic calming pilot project near Grant Elementary School, and sidewalk installation projects.

**Electronic Distribution of Meeting Materials** – The City of Sheboygan has begun using BoardDocs, a cloud-based solution to disseminate paperless meeting packets and information. The City's Common Council as well as other committees use BoardDocs to make meeting packets available online rather than printing them for each meeting. While not all committees currently use BoardDocs, the City plans to continue to transition more of them to an electronic format as time goes on.

**Gateway Community Garden** - Gateway Community Garden opened in 2013 as Sheboygan's first community garden. The Gateway Community Garden is located in one of Sheboygan's low to moderate income neighborhoods and provides residents with the opportunity to garden and grow food in their neighborhood. The garden is managed by the Gateway Neighborhood Association, and had no vacant plots in this year. The garden not only provides a place for neighbors to garden and grow food, but also beautifies an important entryway into Sheboygan's downtown.

**Marine sanctuary proposal and partnerships** – Sheboygan partnered with other coastal Lake Michigan Cities (Port Washington, Manitowoc, and Two Rivers) to apply for the area of western Lake Michigan off the coast of Wisconsin to become a National Marine Sanctuary, recognized by the National Oceanic & Atmospheric Administration. Being designated as a Marine Sanctuary would protect the marine life as well as historic shipwrecks in these waters. Lake Michigan is an integral part of how and why Sheboygan exists and thrives, and it is important to protect this asset.

**Acquisition and Demolition of Vacant Downtown Department Store** – The former Boston Store building occupies an entire city block, is located in the center of downtown Sheboygan and has been vacant since January of 2014. The City purchased the property and is demolishing the building which was not maintained well enough to repurpose. Through the demolition the City will gain open public space for a summer concert series downtown. The City has also created a vision for the development of the block which includes space for two mixed-use developments to enhance the walkability of downtown, while preserving a portion of the block for an outdoor plaza and concert venue adjacent to the John Michael Kohler Arts Center.

**Street sweeping** - Sheboygan lies on the coast of Lake Michigan and one way we protect our waterfront is to sweep the streets to prevent dirt and debris from being carried into the waterway by stormwater. Sheboygan sweeps the streets for 32 weeks (128 Days) per year, and in 2014 the City removed 912.75 tons of debris from the streets.

**Informational Videos** – The Sheboygan Sustainable Task Force (SSTF) has begun making a series informational videos, available online, about various topics relating to sustainability in Sheboygan. In 2014, the SSTF produced a Recycling video and a Local Food Video to inform the public about sustainable practices, policies, and resources. The SSTF will continue to produce these videos in 2015.

**Recycling Initiative** – Mayor Mike Vandersteen has recognized the importance of recycling, and has instituted a new outreach initiative to encourage everyone in Sheboygan to recycle. This will not only encourage recycling, but will educate residents on recycling practices. The initiative is beginning with an updated recycling brochure and will grow into many more modes of outreach.

**Free Transfer of Recyclables** – The City has a new contract that allows the transfer of recyclable materials to a sorting center to get repurposed at no cost to the city. Advertising the city's access to free recycling will be included in the Mayor's recycling initiative.

**Installation of LED Lighting Fixtures** – The City has multiple pilot projects involving the installation of LED lighting fixtures including: LED lighting fixtures installed at Fountain Park and along Erie Avenue (15 in Park and 25 on Erie), LED fixtures along N. 14th Street (42 fixtures), LED fixtures along Highcliff Court (8 fixtures), LED fixtures along North Ave. West of Calumet Dr. (30 fixtures), Pilot Project for City owned LED fixtures on Taylor and KMD off ramps (38 fixtures).

**New North Summit used Sustainable practices for its Annual Meeting at Blue Harbor Resort** – 75.4% of event waste in 2013 was diverted from being landfilled through composting. 14.3% of the attendees carpooled saving an average of \$20.21 per person in addition to reduced transportation emissions. 86.7% of the Taste Event at the conference was sources with locally owned businesses.

**Prep for Emerald Ash Borer-** with the Emerald Ash Borer being found in Sheboygan County in 2014, the City has begun developing a plan to deal with the approximately 5,000 street trees that may be affected by the disease. With assistance from the WI Dept. of Natural Resources, the City has completed an inventory of all the trees and has started remove the trees that seem to be the most stressed and dying.

**Closeout of the Sheboygan River AOC cleanup** – In 2013, after 21 years, the Sheboygan River was dredged and capped to works towards delisting the River as an Area of Concern. Between Federal, State, and Local dollars over \$80M was invested to dredging and habitat restoration to improve the river. In 2014, the restriction on dredging was removed. The other eight restrictions should be lifted in the next 5 years or so based on restoration of the river over time.

**City's Drop off Center:** The City continues to promote the use of the drop off center for yard waste. All grass clippings, garden waste and leaves are collected and hauled off site to be decomposed for compost. The City then provides compost for residents at the Center and also uses the compost at our parks and greenspaces. We also closed branches and brush. These are chipped down and provided to residents for landscaping purposes. Waste oil is also collected at this facility.

**Designation of City Sustainability Coordinator** - David Biebel designated as the Sustainable coordinator for the City of Sheboygan

**Local Food Fair** – The City's Maywood Environmental Park holds an annual local food fair, to educate citizens about local food producers and opportunities. This fair brings together local food producers and CSAs from within 50 miles of Sheboygan to provide people with education and samples of local food.

**Installation of an Outdoor Recycling Station at Maywood Environmental Park**– (to be completed spring of 2015) The plan was created to install an educational kiosk and recycling station, to provide park visitors information about recycling, Wisconsin and Sheboygan recycling stats and Leave No Trace principles. This highly visible recycling station will have a positive impact educating people about recycling at home, in their school or business, and when they are away from home.

**Tree Planting** – On a yearly basis, the City Forestry Department allocates funding to replace trees to continue the Tree City USA designation.

**Citizen Based Monitoring Programs** – Held by the Maywood Environmental Park, these programs provide the opportunity for citizens and scientists to work together to monitor and evaluate natural resources. In 2014 volunteers worked with scientists to monitor birds, nest boxes, bats, frogs and toads in the restored natural habitats along the Sheboygan River



**TRANSPORTATION DEMAND MANAGEMENT:**

Transportation demand management strategies aim to reduce GHG emissions and VMT by influencing change in individual behavior. These strategies encourage walking, bicycling, and transit as modes of transportation within a community and seek to curb the number and length of trips by vehicle.

**Bicycle and Pedestrian Programs/Projects**

2	Require bike parking for all new non-residential and multifamily uses.	0	1
1	Set standards for placement and number (as function of intensity of use) for bike parking spaces.	0	0
3	Commuter bike routes identified and cleared.	3	3
5 to 10	League of American Bicyclists certification. (Bronze 5, Silver 7, Platinum 10)	0	0
3	Funded and operating SRTS program (or functional equivalent) covering at least 10 percent of students.	3	3
1	Conduct annual survey of students' mode of transport to school.	3	3

**Employer-Based Programs**

5	Require large employers seeking rezoning to set a price signal (cash-out or charge).	0	0
5	Require large employers seeking rezoning to provide subsidized transit.	0	0
5	Require large employers seeking rezoning to provide a TDM plan that would reduce trips by 20 percent over business as usual.	0	0

**Traffic Volume**

3	Track VMT or traffic counts and report on efforts at reduction (including those on this list).	2	3
3	Eliminate parking minimums from non-residential districts.	0	0
5	Set parking maximums at X per square feet for office and retail uses.	0	0
5	Scheduled transit service at basic level (hour peak service within half-mile of 50 percent of addresses).	5	5
10	Scheduled transit service at enhanced level (half-hour peak service within 75 percent of addresses).	10	10

**TRANSPORTATION SYSTEM MANAGEMENT**

Transportation system management strategies aim to reduce GHG emissions and VMT by improving the overall performance of a transportation system. These strategies improve existing infrastructure, introduce new technology, and plan for the future of the system.

**Preservation and Improvement**

3	Develop and fully fund comprehensive maintenance program for existing roads.	2	2
1 to 5	Charge impact fees for new roads.	0	0
5	Calculate lane-miles per capita for arterials and collectors, and show reductions	2	3
5	Prepare a plan identifying disconnections in bike and pedestrian networks, prioritizing fixes and identifying potential funding sources for the most important projects.	4	5
5	Any proposal to add lanes to a two-lane roadway shall be evaluated for a center turn lane, the preferred option over an expansion to four lanes.	5	5
3	Identify four-lane roadways with fewer than 20,000 vehicles per day (AADT) and evaluate them for "road diets" with bike lanes or on-street parking	3	3

**Electric Vehicles**

1	Allow NEVs on appropriate roadways.	0	1
2	Provide public charging stations	0	1

**Vehicle Idling**

2	Ban idling (more than 5 minutes) with local government vehicles.	0	1
5	Ban idling (more than 5 minutes) community-wide.	0	0

**ZONING AND DEVELOPMENT**

Zoning and development strategies work toward improving the overall environmental, economic, and social health of a community by promoting mixed-use and infill development, walkable neighborhoods, and an overall sustainable lifestyle.

**Infill Development**

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LAND USE

5	Identify priority areas for infill development, including those eligible for brownfields funding.	5	5
1	Create land bank to acquire and assemble priority infill sites	1	1
1	Develop an inventory of known contaminated properties for reuse planning, with possible GIS application	0	1
<b>Walkscore</b>			
10	Measure Walkscore at 10 random residential addresses per Census tract, compute average, and improve upon overall score	2	4
<b>Zoning</b>			
5	Adopt traditional neighborhood design ordinance (If population is less than 12,500)	n/a	n/a
5	Zoning for office and retail districts permits floor-area ratio > 1, on average.	1	2
8	Zoning for office and retail districts requires floor-area ratio > 1, on average.	0	0
5	Zoning code includes mixed use districts	5	5
8	Mixed-use language from Smart Code.	2	3

**NATURAL RESOURCE MANAGEMENT**

**Natural resource management strategies seek to conserve, preserve, protect and promote a community's greenspace, wildlife, wetlands and waterways for this and future generations by promoting pervious surfaces and adequate setbacks.**

**Canopy**

3	Adopt tree preservation ordinance per GTLC standards.	0	3
4	Set a tree canopy goal and develop a management plan to achieve it	0	3
2	Require trees to be planted in all new developments	2	2
2	Certification as Tree City USA	2	2

**Vegetation Management**

2	Public properties and rights of way mown or cleared only for safe sightlines and/or to remove invasive species.	0	1
2	Create community policy and BMP guidelines on minimizing chemical use during vegetation management of public and private properties	0	1

**Water Protection**

10	Establish 75-foot natural vegetation zone by surface water.	3	4
5	Inventory wetlands and ensure no net annual loss.	0	1

**COMMUNITY ENERGY USE**

**Community energy use strategies encourage energy efficiency and the use of renewable fuels to reduce total energy consumption throughout the community.**

**Community Energy Use Policies**

6	Use PACE financing	0	0
1	Watt meters available to the public	0	0
10	Adopt Residential Energy Conservation Ordinance (time-of-sale certification and upgrades).	0	0

**Measuring Community Energy Use**

4	Work with local utilities to calculate total electricity and natural gas consumption annually, beginning with the fifth year before entering the program.	0	0
1	State of Wisconsin Energy Independent (EI) Community designation.	1	1

**MUNICIPAL ENERGY USE**

**Municipal energy use strategies encourage municipal employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from municipal facilities, services, and vehicle fleets.**

**Government Energy Use Policies**

5	Include transportation energy/emissions as criterion in RFPs for purchases of goods over \$ 10,000.	0	1
3	Develop list of lighting, HVAC and shell improvements to raise Energy Star Portfolio Manager or LEED EBO&M score	1	1
3	Reduce motor fuels use for non-transit activities --	1	2
6	Provide transit passes at 50 percent or more off the regular price and/or provide parking cash-out options for local government employees.	0	0
5	Streetlights operate at 75 lumens/Watt or higher	4	4
3	Stoplights are LED or functional equivalent	3	3
5	Municipal electricity purchases are at least 5 percentage points higher in renewable content than the statewide renewable portfolio standard requires. Calculation may include self-generated power and purchased offsets.	5	5

**Measuring Government Energy Use**

ENERGY

W A T E R	5	Complete EPA Energy Star Portfolio Manager spreadsheet for government energy use. O r score existing buildings with LEED EBO&M.	0	2
	2	Calculate annual government fleet use of motor fuels, in gallons of petroleum and biofuels, beginning with the fifth year before entering the program.	0	1
	10	All new and renovated municipal buildings must meet LEED Silver or greater.	0	1
	<b>WATER USE CONSERVATION</b>			
	<b>Water Conservation strategy options set baselines and goals for water and energy performance in municipalities. They measure progress and promote water conservation by the government, business, and the community at-large.</b>			
	<b>Water Conservation</b>			
	6	Track water and sewer use annually, beginning with fifth year before entering program, and develop plan for reductions.	6	6
	4	Develop a water loss control plan with targets below the 15% required by the state and include a system-wide water audit implementation and time table	1	2
	2	Join EPA's WaterSense Program for water utilities or the Groundwater Guardian Green Sites program and promote them to local business.	0	0
	6	Use block rates and flat rates to encourage water conservation among residential, commercial, and industrial users.	0	0
1	Financial assistance for sewer lateral replacements.	1	1	
2 to 4	Upgrade water utility equipment (e.g., variable frequency drive motors) to achieve energy efficiency.	4	5	
3	Infiltration and inflow reduction by 10%	3	3	
5	Wastewater biogas captured and used in operations.	5	5	
5	Plan for replacing all toilets using > 1.6 gpf and annual progress sufficient to reach 90 percent replacement in 10 years.	2	3	
<b>Local Government Use</b>				
2	Install waterless urinals in men's restrooms at municipal facilities (city hall, parks, etc.)	0	0	
3	All outdoor watering by local government, excluding parks and golf courses, from rain collection.	0	0	
4	Develop a water efficiency and conservation plan for municipal buildings	0	1	
<b>STORMWATER MANAGEMENT</b>				
<b>Stormwater Management strategy options encourage the use of best management practices to achieve a reduction in the amount of harmful pollutants introduced to our streams, rivers, and lakes.</b>				
3	Develop a regular street sweeping program to reduce total suspended solids	3	3	
3	Stormwater utility fees offer credits for best management practices such as rain barrels, rain gardens, and pervious paving	0	0	
2	Inventory all paved surfaces (e.g., by GIS mapping), and develop a plan for reduction	1	2	
2	Work with commercial or light industrial businesses to develop stormwater pollution plans	2	2	
<b>WATER AND DEVELOPMENT</b>				
<b>Water and Development strategy options link water conservation and the preservation of land, wetlands, and wildlife habitat while promoting compact development, restoration and rehabilitation efforts, and long-term planning.</b>				
<b>Land Development</b>				
5	Identify key green infrastructure areas during plan development and/or implement a plan to acquire and protect key green infrastructure areas	5	5	
<b>Waters, Wetlands, and Wildlife</b>				
1 to 4	Replace concrete channels with re-meandered and naturalized creeks, wetlands, or swales	0	0	
3	Develop a system for identifying culverts that obstruct fish migration and install fish friendly culverts where needed	1	1	
4	Provide incentives for protection of green infrastructure, sensitive areas, important wildlife habitat, or for the restoration or rehabilitation of wetlands or other degraded habitats such as credit towards open space or set-aside requirements	0	1	
<b>WASTE MANAGEMENT AND REDUCTION</b>				
<b>Waste Management and Reduction strategy options encourage municipalities and their citizens to divert organics and recyclables from landfills and properly dispose of hazardous materials in an effort to reduce waste in a community.</b>				
3	Community waste stream monitored at least annually. Waste reduction plan prepared and updated annually	2	2	
4	Waste and materials management plan based on "zero-waste" principles, with specific goals, prepared and updated annually	0	0	
3	Construction/deconstruction waste recycling ordinance	3	3	
3	Mandatory residential curbside recycling pickup that covers paper, metal cans, glass and plastic bottles	1	3	
5	Develop a municipal collection program that encourages the diversion of food discards, yard materials, and other organics from landfills to composting or anaerobic digestion with energy recovery	2	4	
3	Develop and promote programs that dispose of household hazardous, medical, and electronic waste	3	3	
4	Use anaerobic digesters to process organic waste and produce energy	4	4	
W A S T E				

3	Implement municipal ordinances requiring manufacturer takeback for fluorescent bulbs, thermostats and other mercury-containing devices	1	1
2	Ordinances in place to reduce the usage of phone books as well as single-use shopping bags, styrofoam food containers and other disposable packaging	0	1
2	Pay-as-you-throw system implemented by municipality or required of private waste haulers	0	0
1	Use public education and outreach to promote recycling, backyard composting, product re-use and waste reduction	0	1
<b>325</b>		<b>130</b> 40%	<b>170</b> 52%

III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Hammond, Belanger, Carlson, Donohue, Kath and Heidemann. March 16, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for New York Ave and Lot 13 Parking reconstruction and parking lot lights:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Parking Utility Fund	Parking Utility Fund	
Unreserved Retained Earnings	Lot Improvements	
650-272000	65095000-631200	\$435,000

*suspend*

*Res pass.*

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

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

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

# III

Res. No.           - 14 - 15. By Alderpersons Hammond, Belanger, Carlson, Donohue, Kath and Heidemann. March 16, 2015.

A RESOLUTION authorizing entering into contract with Vinton Construction for street improvement projects on South 32<sup>nd</sup> Street, New York Avenue, 8<sup>th</sup> Street and Parking Lot 13.

WHEREAS, the Common Council approved the solicitation of sealed bids for these projects;

WHEREAS, the Purchasing Agent solicited bids and has determined that the low bid meets or exceeds the City's requirements;

WHEREAS, the bids recommended:

South 32<sup>nd</sup> Street - \$483,796.75  
New York Ave - \$308,717.30  
North 8<sup>th</sup> Street - \$106,496  
Lot 13 Parking Lot - \$155,768.40

WHEREAS, the Department of Public Works Capital Improvement Projects include South 32<sup>nd</sup> Street and North 8<sup>th</sup> Street and the Parking and Transit Commission has approved the construction and funding for New York Ave and Parking Lot 13;

RESOLVED: The City is hereby authorized to enter into contract for street improvements in total of \$1,054,778.45 with Vinton Construction Co.

1  
suspend  
1  
Res pass.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw orders on Capital Improvement Account 47433140-631200 and Parking Utility Fund Account 65095000-631200 in payment thereof.

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

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

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

Vinton Construction Company  
2705 North Rapids Road  
Manitowoc, WI 54220

Articles of Agreement, Made this 17<sup>th</sup> day of March 2015  
by Vinton Construction Company hereinafter called "Contractor,"

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, 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 construct and complete the 2015 Street and Parking Lot Capital Improvements Bid No. 2383-15 for the proposed sum of one million fifty four thousand seven hundred seventy eight and 45 cents in accordance with the contractor's bid proposal dated February 24, 2015.

Res. No. 175-14-15  
Purchase Requisition No. 150382  
P.O. No. 250320  
Bid No. 2383-15

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 15<sup>th</sup> day of October, A.D., 2015

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.

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 it is further agreed between the said parties hereto, that in case the Contractor shall in the performance of this contract, dig up, use or occupy any street, alley, highway, or public grounds of said City, he will, during the night time, put up and maintain such barriers and lights as will effectually prevent the happening of any accident in consequence of such digging up, use or occupancy of said street, alley, highway or other public grounds, for which the City might be liable and he and the Sureties hereby jointly and severally covenant and agree, that they shall, and they do hereby assume the liability for, and will pay on demand any and all damage or damages occasioned by the digging up, use or occupancy of said street, alley, highway or public grounds by the Contractor, or which may result therefrom, or which may result from the carelessness of the contractor, his agents, employees, or workmen.

And it is further agreed that, in case the Contractor shall proceed properly and with due diligence to perform and complete this contract on his part, the Department may, in their discretion, from time to time as the work progresses, grant to him an estimate of the amount already earned (reserving five percent thereon) which shall entitle the holder thereof to receive the amount due thereon, when the amount applicable to the payment of said work shall have been collected, and the condition, if any, annexed to such estimate, shall have been complied with.

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 pay to the Contractor any balance then remaining due and payable by the terms of this contract for said work, when the amount applicable to the payment of said work shall have been collected.

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.

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:

per calendar day for each day's delay in completing said work.

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

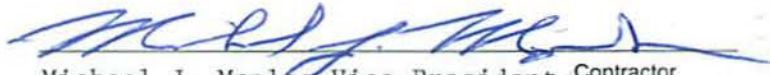
<u>S. 32<sup>nd</sup> Street</u>		
A/C 40033140-631200	City Capital	\$480,359.25
A/C 60134110-980099	Sanitary Sewer	\$3,437.50
 <u>New York Avenue</u>		
A/C 65095000-631200	Parking Utility Fund	\$263,580.00
A/C 60134110-980099	Sanitary Sewer	\$45,137.30
 <u>N. 8<sup>th</sup> Street</u>		
A/C 47333140-631200	City Capital	\$106,496.00
 <u>Lot 13 Parking Lot</u>		
A/C 65095000-631200	Parking Utility Fund	\$155,768.40

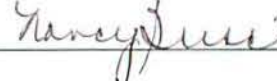
to be issued to the Contractor by order of the Common Council of the City, upon the certificate of said Department.  
 "Contractor" as used in the contract, may mean "Contractors"; "Sureties" may mean "Surety". This contract shall bind the parties, their heirs, executors, administrators and successors,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


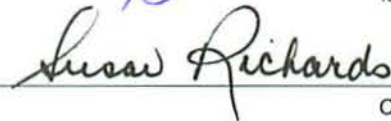
And it is hereby agreed and declared. That this contract is made expressly subject to the powers given to said Department by Chapter 62 of the Wisconsin Statutes.

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."

  
 Michael J. Maples Vice-President Contractor  
 Vinton Construction Company  
 March 26, 2015  
 Date

  
 Nancy Jones  
 3/30/2015  
 Date  
 Comptroller/Finance Director


City of Sheboygan, by:  
  
 Michael J. Dondast Mayor 3-30-15 Date  
  
 Susan Richards City Clerk 3/30/15 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

Examined and approved as to form and Execution this 31<sup>st</sup> day of March 2015.  
  
 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.

Contract for  
 THE CITY OF SHEBOYGAN  
 and Sureties  
 with

WISCONSIN SOCIETY OF ARCHITECTS  
THE AMERICAN INSTITUTE OF ARCHITECTS



WIS. AIA DOCUMENT  
JULY 1980 ED.

WIS. A312

WIS. AIA DOC. WIS. A312 AUGUST, 1989ED.

**PUBLIC IMPROVEMENT  
PERFORMANCE/LABOR AND MATERIAL  
PAYMENT BOND**

THIS BOND IS TO BE USED ON PUBLIC IMPROVEMENT CONTRACTS PURSUANT  
TO SECTION 779.14 WISCONSIN STATUTES.

**KNOW ALL MEN BY THESE PRESENTS:** that (Here insert name and address or legal title of the Contractor,  
referred to in Sec. 779.14 Wisconsin Statutes as the prime contractor)  
Vinton Construction Company, 2705 North Rapids Road-P.O. Box 1987, Manitowoc, Wisconsin 54221-1987  
as Principal, hereinafter called Principal, and, (Here insert the legal title and address of Surety)  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, 13935 Bishops Drive-Suite 200,  
Brookfield, Wisconsin 53005  
duly authorized and licensed to do business in the State of Wisconsin, as Surety, hereinafter called Surety,  
are held and firmly bound unto (Name and address or legal title of Owner)  
The City of Sheboygan, 828 Center Avenue-Suite 208, Sheboygan, Wisconsin 53081  
as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinafter provided in the  
amount of One Million Fifty-Four Thousand Seven Hundred Seventy-Eight and

45/100s ----- Dollars (\$1,054,778.45)  
(Here insert a sum at least equal to the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, suc-  
cessors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

Principal has by written agreement dated March 17 2015 entered into a contract with Owner for  
Purchase Order #250320-00 - 2015 Street and Parking Lot Capital Improvements  
Bid No. 2383-15 in Sheboygan, Wisconsin  
in accordance with drawings and specifications prepared by (Here insert full name, title and address)

which contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes,

The said written agreement, drawings, specifications and amendments

are hereinafter referred to as the Contract.

WIS. AIA DOC. WIS. A312 AUGUST, 1989ED.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond.
- 2) Not later than one year after the completion of work under the Contract, any party in interest may maintain an action in his own name against the

Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

Signed and sealed this 25th day of March, 2015

IN THE PRESENCE OF:

VINTON CONSTRUCTION COMPANY

Principal

Barbara Kollatt  
Witness

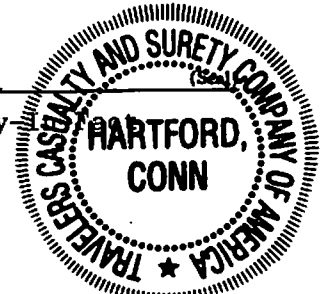
By: [Signature] (Seal)  
Title: Michael J. Magles; Vice-President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Name of Surety

Beth Ledy  
Witness

By: [Signature] (Seal)  
Title: Joseph L. Vigna, Attorney



APPROVED BY\*

IN THE PRESENCE OF:

Mary Rajer  
Witness

City of Sheboygan  
Owner  
By: [Signature] (Seal)  
Title: Mayor

\*This bond shall be approved in the case of the state by the state official authorized to enter into such contract, of a county by its district attorney, of a city by its mayor, of a village by its president, of a town by its chairman, of a school district by the director or president and of any other public board or body by the presiding officer thereof.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219817

Certificate No. 006053844

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Elizabeth M. Fedyn, Joseph L. Vigna, Dennis M. Barton, Daniel G. Johnson, and Michael T. Burg

of the City of Brookfield, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25<sup>th</sup> day of March, 2015

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# III

Res. No.           - 13 - 14.

By Alderperson Belanger. March 16, 2015.

A RESOLUTION authorizing accepting 1515 N. 11<sup>th</sup> Street from Sheboygan County to rehabilitate and re-sell to an owner occupied household.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Housing Rehabilitation Program to renovate the property;

WHEREAS, Sheboygan County took ownership of this property through in-rem foreclosure proceedings;

WHEREAS, the City of Sheboygan agrees to Sheboygan County putting a mortgage for the amount of \$20,500 against the property and then upon sale, the City pays the County back this amount and mortgage is released;

WHEREAS, the City agrees to follow, as closely as possible, the procedures outlined in the enclosed proposal for disposition of the property.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to sign all documents necessary to transfer this property to the City of Sheboygan.

*City Plan*

\_\_\_\_\_

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



# Proposal

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*For the acquisition and rehabilitation of County-owned foreclosures by the City of Sheboygan*

## **Description**

The City of Sheboygan is dedicated to the continued improvement and stability of the City's neighborhoods. Keeping attractive housing in good repair is essential to the health of the City, as is increasing rates of owner-occupancy. Partnering with Sheboygan County to acquire selected tax-foreclosed properties, which will be rehabilitated with CDBG Housing Rehabilitation funds, is a way for the City and the County to take an active role and interest in the revitalization of Sheboygan neighborhoods.

This proposal will utilize CDBG funds and will help Sheboygan better achieve the CDBG National Objectives of providing affordable housing to low and moderate income households as well as reducing blight. The City of Sheboygan currently runs a revolving Housing Rehabilitation Loan Program that allows the City to loan CDBG funds to homeowners and owner/investors to be used in the rehabilitation of their property. The utilization of CDBG funds for the rehabilitation of county-owned foreclosures will allow the City to expand its current housing rehabilitation efforts by targeting specific neighborhoods for revitalization, and by creating new homeownership opportunities for low and moderate income families.

Through these efforts the City will not only create safe and affordable housing and rehabilitate blighted properties, but the County will recoup back taxes through the sale of the property after renovation. The City will partner with a real estate agent to ensure the rehabilitated properties are marketed and sold at as close to market value as possible. After the sale of each property, the first priority will be to pay any owed taxes to the County, and then the remaining money will be used to repay the CDBG Housing Rehabilitation fund for the cost of the renovation. Any remaining money from the sale will be set aside, in a new fund, and utilized for future housing renovations by the City.

## **Goal**

To rehabilitate and re-sell foreclosed properties, creating safe and attractive owner-occupied homes that will increase value and stability in Sheboygan's neighborhoods.

- Reduce the number of vacant houses in the City
- Improve the condition and appearance of Sheboygan homes and neighborhoods
- Offer more opportunities for safe and affordable housing
- Increase owner-occupation

## **Process**

### **Step 1: Select homes to be rehabilitated**

Using the list of County-owned foreclosures, the City will select homes based on multiple criteria. The home must be in a HUD determined LMI area. The amount of back taxes, along with the assessed value of

the home and the amount of repairs needed will be considered. The location of the home will be a factor, as this will affect re-sale of the home.

**Step 2: Obtain selected homes from the County Treasurer**

The City and County will reach an agreement that will allow the City to become the owner of the property. Example: the County sells the foreclosed property to the City for \$1.00, knowing that any back taxes owed to the County will be paid with the sale of the home.

**Step 3: Determine the needed renovations and available budget**

City Building Inspectors, along with City Development, will determine the repairs and renovations needed on the property. Repairing any code violations and bringing the home up to minimum housing standards will take priority, and any remaining budgeted funds will be used for cosmetic updates. The City shall follow all state and federal requirements including the completion of a lead-based paint inspections and repairs as deemed necessary.

**Step 4: Complete needed renovations with General Contractor**

The City will hire a General Contractor who will be responsible for completing the determined renovations. The General Contractor will be responsible for the hiring and oversight of any needed sub-contractors. City Building Inspectors will complete a final inspection of each property before it is deemed complete and ready for sale. If a property was a multi-family unit in the past, the City will work to convert the property to a single-family unit as part of the improvements.

**Step 5: Sell the home with Real Estate Agent**

The City will hire a Real Estate Agent to list and market the home for sale. Working with an agent will increase the probability that the home will sell for market value. The goal is to sell the property to an owner-occupied family.

**Step 6: Allocate funds from the sale to the appropriate parties**

After the home is sold the money from the sale will be used in this order:

1. Pay all back taxes to the County Treasurer.
2. Repay the CDBG Housing Rehab fund for the cost of the renovation.
3. Place remaining funds in a separate fund to be used for future projects in qualified neighborhoods.

# III

Res. No.        - 14 - 15. By Alderperson Hammond. March 16, 2015.

A RESOLUTION authorizing City departments to participate in the CVMIC Risk Reduction Grant Program and designating the City's Program Coordinator.

WHEREAS, the City of Sheboygan is a large city member of Cities and Villages Mutual Insurance Company ("CVMIC"), which provides liability insurance to 46 cities and villages in Wisconsin through a risk-sharing pool; and

WHEREAS, CVMIC has established a Risk Reduction Grant Program designed to offer member municipalities a method for obtaining equipment, services and training materials to assist with the reduction of injuries and loss potential; and

WHEREAS, approved items will be reimbursed at 50% of the cost up to the City's allotted dollars available; and

WHEREAS, under CVMIC's Risk Reduction Grant Program, Sheboygan's potential allotment is \$10,000 per calendar year; and

WHEREAS, member municipalities are required to designate a Program Coordinator to manage all requests for funding by the City under the Program to best serve the needs of the City; and

*Finance*

WHEREAS, the City is desirous of participating in this Risk Reduction Grant Program.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan agrees to participate in CVMIC's Risk Reduction Grant Program, encourages departments to submit grant requests to the Program Coordinator, and hereby designates Fire Chief Mike Romas as Program Coordinator to manage all Program grant requests with CVMIC from City departments for reimbursement at 50% of the costs up to the City's annual allotment, for obtaining equipment, services and training materials to assist them with the reduction of injuries and loss potential.

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

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

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

III

Res. No.            - 14 - 15.      By Alderperson Heidemann.    March 16, 2015.

A RESOLUTION authorizing the appropriate City officials to co-sign with the Sheboygan Area School District the conversion evaluation application for the WiDNR Stewardship Grant Program.

WHEREAS: The City of Sheboygan was a co-applicant with the Sheboygan Area School District to the original stewardship grant for the development of the Field of Dreams.

WHEREAS: The Sheboygan Area School District received a grant totaling \$92,454 for the development of athletic facilities at the Field of Dreams, and needs to convert this grant to the new relocated athletic facilities on the east parcel owned by the SASD and the new Butzen farm recreational facility.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to co-sign with the Sheboygan Area School District the conversion evaluation application for the WiDNR Stewardship Grant Program.

*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

## Stewardship Grant Program Conversion Evaluation

*Complete worksheet or provide document that addresses all worksheet items after discussing project with your DNR region community services specialist.*

### 1. ORIGINAL GRANT PROJECT INFORMATION (to be completed by DNR):

Project No.: S-ADLP-247

Project Name: Northwest Site Community Athletic Fields  
(Field of Dreams Site)

Project Sponsor: City of Sheboygan, and the Sheboygan Area School District

Project Type: Development

Brief description of original grant project: The City of Sheboygan and the Sheboygan Area School District will develop a multi-purpose athletic field facility. The project includes pre and post engineering approval and supervision, site preparation, landscaping, and natural turf athletic fields.

Grant Amount: \$92,454.00

Location: Sheboygan County

Area Zip Code - 53081

### 2. DESCRIPTION OF CHANGE TO PROPERTY OR CONVERSION OF USE (attach maps showing site boundaries and use changes):

Pending sale of property

### 3. REASON FOR CONVERSION TO ANOTHER USE:

The sale allows upgrade for expanded Community Medical Facilities as well as a net gain of 40+ acres of athletic field green space available for recreation in City. The sale had to meet the following criteria:

- The buyer has to add value to our community.
- The district must receive fair market value or better.
- The existing fields must be recreated or upgraded.
- The donors and naming rights at the Field of Dreams have to be honored at the new location.

**4. PROVIDE THE FOLLOWING INFORMATION:**

a. Alternatives to the Conversion Considered, Documented, And Rejected:  
Alternative 1.

Upgraded Community Medical Facility did not fit on Taylor Drive East Property

Alternative 2 -.

Alternative 3 -.

Alternative 4 -

b. Description of the Recreation Utility of the Property to be Converted to Non-recreation use:

Baseball diamonds and green space for soccer fields to medical facility.

c. Fair Market Value of Property to be Converted (*determine by appraisal or opinion of value, if 2 acres or less*):

Non Applicable as Grant money was not used to purchase property.

d. Description of the Recreation Utility of the Replacement Property:

Baseball diamonds and soccer fields designed for proper drainage at Taylor drive east.

Soccer and football complex developed on city owned Butzen farm property.

e. Fair Market Value of Replacement Property Converted (*Determine by appraisal or opinion of value, if 2 acres or less*):

SASD owns approx. 25 acres directly east of Taylor drive last appraised in August 2013 for \$2,560,000.

City of Sheboygan recently obtained the 54 acre Butzen Farm Property for exclusive use for recreation.

f. Describe the replacement property's eligibility under the Stewardship Program and suitability as a replacement for the converted property (eg, its market value and recreation utility in comparison to the converted property):

Taylor drive property will be converted into athletic fields, ADA compliant rest rooms with attached concession facility as well as a maintenances facility. All fields will be connected with ADA compliant walking paths from the parking lot.

Butzen Farm will be developed into competition level soccer fields, two competition level football fields. All fields will be connected with ADA compliant walking paths form various parking lots. The facility will include ADA compliant restrooms and a concessions facility with covered eating area.

**g. Describe environmental condition of the replacement property. (Use attached Replacement Property Environmental Evaluation worksheet or comparable document)**

Taylor Drive: Former farmland obtained by the city when the school district was controlled by the city. Site was used for a fill site with some dumping of concrete and asphalt materials. An Exemption Application for Development at Historic Fill Site or Licensed landfill is required even though most of the waste appears to be demolition debris. When the Sheboygan Area School District was split off from city control, property was deeded to the school district. In 2001, another portion of the property in the NE corner was sold to the city to expand the holding pond. While once all cultivated farmland, over time, wetlands have been expanding. The last wetland study was completed in 2014.

Butzen Farm: 54 acres with a combination of clear farm land as well as wooded section in the NW corner. A wetland Study has not been completed.

**h. Other Proximity Impacts/Unusable Remnants. Describe any environmental and other impacts of the facility change or conversion on the remainder of the converted site (such as on the recreation utility of remainder. Used attached environmental impacts worksheet or comparable document)**

All property currently held on the West Side Field of Dreams (FOD) will be sold.

**i. Coordination (Describe the timeline of action for the change or to convert and replace the change and who will have control of site and facilities)**

An agreement to lease back the athletic facilities at FOD after sale to allow development is in place so as not to lose any athletic seasons as well as proper turf development on new site. Green space will always be available for public use during the transition.

**j. Describe and include evidence that proposal has had public review that is favorable.**

SASD has had 3 open sessions for public input prior to approving pending sale.

City of Sheboygan has had open discussion/approval of Butzen Farm project

k. Attach a good quality revised boundary map of the property (*include site plan of the property, locating all recreation & support facilities*).

All SASD property under the Stewardship Grant Program to be sold on west side for development of Medical Facility.

Attached is the property boundary for Taylor drive east, showing the tax parcel number. Also included is the proposed field development layout, support building facilities and parking lot.

The proposed development for the Butzen Farm is attached.

m. Attach legal description of amended property boundary.

Taylor Drive Property East Tax parcel 59281631481 as being part of Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 16, Township 15 North, Range 23 East, in the city of Sheboygan, Sheboygan County, Wisconsin.

Prepared by: David Albright SASD  
David Biebel City of Sheboygan

Date: 3/10/2015

Telephone number: David Albright (920) 459-3571  
David Biebel (920) 459-3366

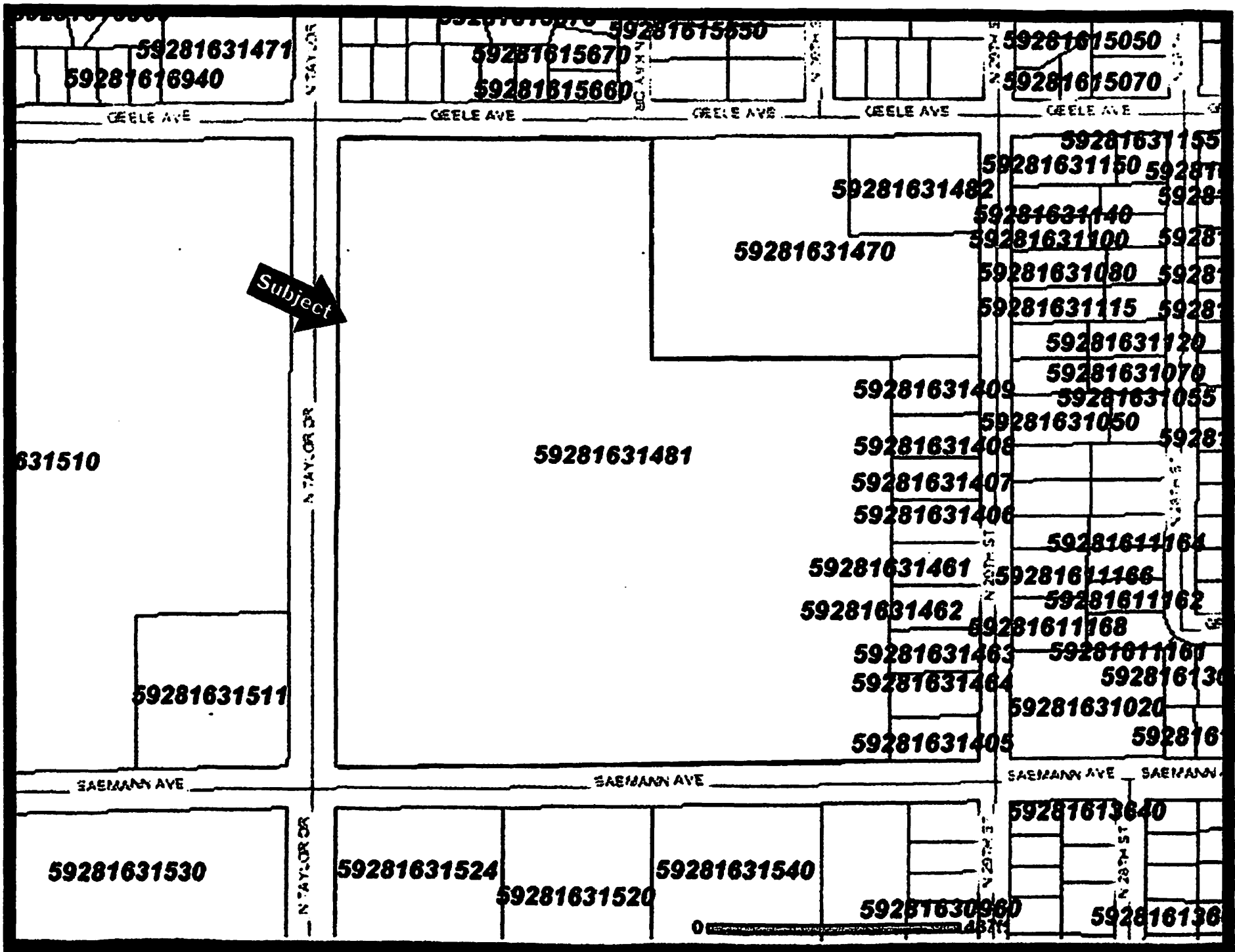
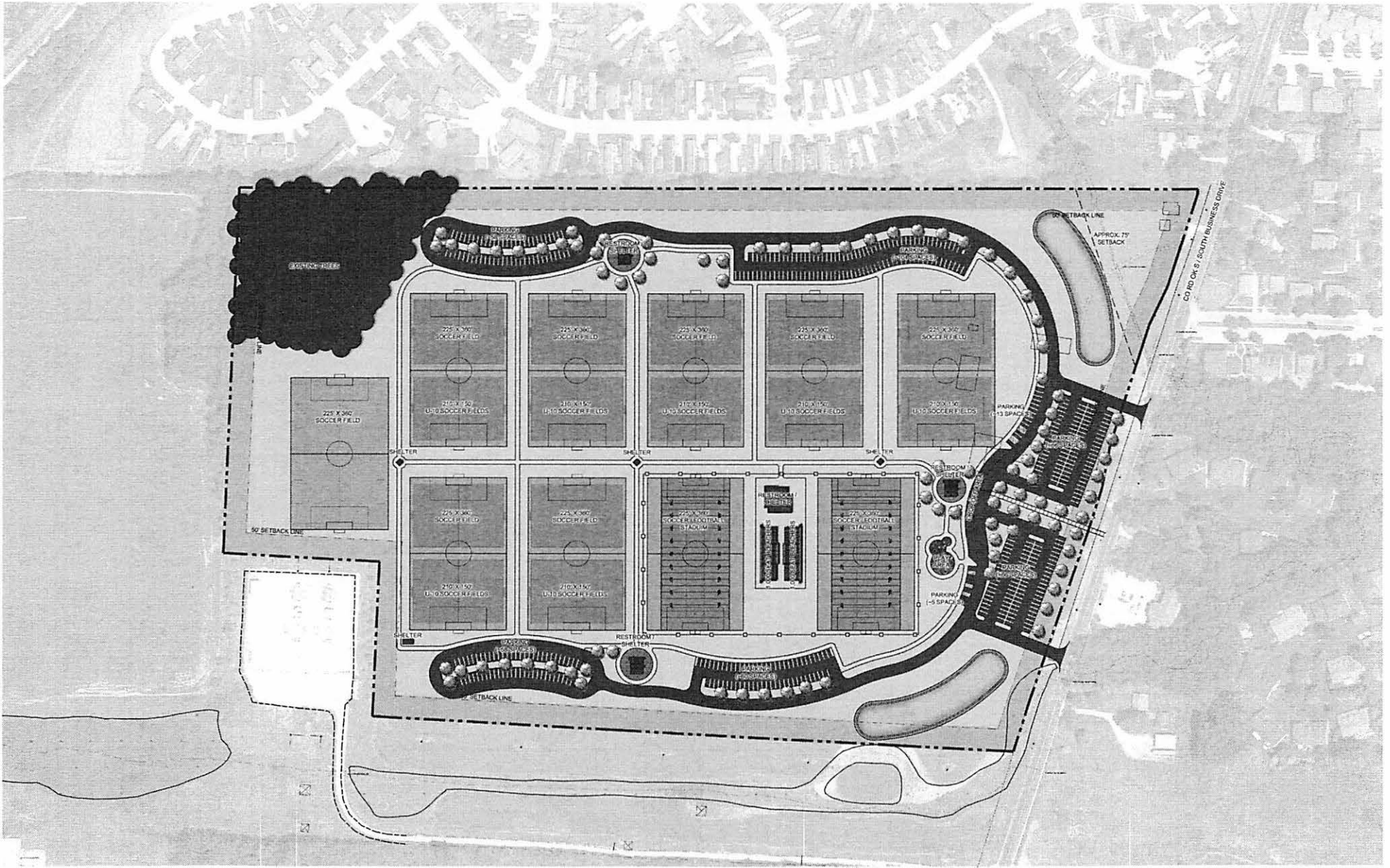


EXHIBIT C

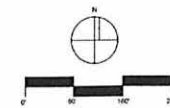


East Parcel Athletic Fields -- Proposed Site Layout"





SHEBOYGAN BUTZEN RECREATION CAMPUS  
 PREFERRED CONCEPT ~ 430 SPACES



**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettler Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>EARTHWORK/DEMOLITION (49.2 ACRES)</b>						<b>\$1,294,914.80</b>
1.	Demolition / Clearing and Grubbing	L.S.	1	\$50,000.00	\$50,000.00	
2.	Mobilization	L.S.	1	\$50,000.00	\$50,000.00	
3.	Common Excavation	C.Y.	215,000	\$3.00	\$645,000.00	
4.	Stripping Topsoil (10-in )	C.Y.	66,145	\$2.50	\$165,362.50	
5.	Place Topsoil (at 10-in )	C.Y.	66,145	\$2.50	\$165,362.50	
6.	Seed/Fertilize/Mulch Common Green Space	S.F.	1,384,915	\$0.12	\$166,189.80	
7.	Erosion Control	L.S.	1	\$50,000.00	\$50,000.00	
8.	Tracking Pad	EACH	2	\$1,500.00	\$3,000.00	
<b>UTILITIES</b>						<b>\$605,470.00</b>
9.	Stormwater Management Facilities	EACH	2	\$30,000.00	\$60,000.00	
10.	Storm Sewer	L.F.	8,158	\$40.00	\$326,320.00	
11.	Storm Basin	EACH	53	\$1,750.00	\$92,750.00	
12.	Storm Endwalls	EACH	10	\$2,500.00	\$25,000.00	
13.	Electrical Underground Service	L.S.	1	\$50,000.00	\$50,000.00	
14.	Sanitary	L.F.	2,095	\$60.00	\$125,700.00	
15.	Water	L.F.	2,095	\$60.00	\$125,700.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (58 SPACES)</b>						<b>\$88,683.20</b>
16.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,978	\$14.00	\$55,692.00	
17.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,184	\$6.80	\$28,451.20	
18.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
19.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (104 SPACES)</b>						<b>\$91,282.40</b>
20.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	4,067	\$14.00	\$56,938.00	
21.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,233	\$6.80	\$28,784.40	
22.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	3	\$1,020.00	\$3,060.00	
23.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (13 SPACES)</b>						<b>\$10,481.20</b>
24.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	345	\$14.00	\$4,830.00	
25.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	384	\$6.80	\$2,611.20	
26.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
27.	Striping	L.S.	1	\$1,000.00	\$1,000.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (66 SPACES)</b>						<b>\$94,100.40</b>
28.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,670	\$14.00	\$51,380.00	
29.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	3,778	\$6.80	\$25,690.40	
30.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	

**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettler Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
31.	24" Curb and Gutter	L.F.	545	\$22.00	\$11,990.00	
32.	Striping	L.S.	1	\$3,000.00	\$3,000.00	
<b>PAVEMENT STRUCTURE - NORTH DRIVE</b>						<b>\$119,950.40</b>
33.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	5,510	\$14.00	\$77,140.00	
34.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	5,928	\$6.80	\$40,310.40	
35.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	0	\$1,020.00	\$0.00	
36.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - SOUTH DRIVE</b>						<b>\$99,106.40</b>
37.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	4,536	\$14.00	\$63,504.00	
38.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,868	\$6.80	\$33,102.40	
39.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	0	\$1,020.00	\$0.00	
40.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (66 SPACES)</b>						<b>\$94,100.40</b>
41.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,670	\$14.00	\$51,380.00	
42.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	3,778	\$6.80	\$25,690.40	
43.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
44.	24" Curb and Gutter	L.F.	545	\$22.00	\$11,990.00	
45.	Striping	L.S.	1	\$3,000.00	\$3,000.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (5 SPACES)</b>						<b>\$98,610.80</b>
46.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	209	\$14.00	\$2,926.00	
47.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	236	\$6.80	\$1,604.80	
48.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	4	\$1,020.00	\$4,080.00	
49.	Striping	L.S.	1	\$1,000.00	\$1,000.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (60 SPACES)</b>						<b>\$58,251.60</b>
50.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	2,495	\$14.00	\$34,930.00	
51.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	2,612	\$6.80	\$17,761.60	
52.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	3	\$1,020.00	\$3,060.00	
53.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (58 SPACES)</b>						<b>\$88,683.20</b>
54.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,978	\$14.00	\$55,692.00	
55.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,184	\$6.80	\$28,451.20	
56.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
57.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - WALKING PATHS (NORTH)</b>						<b>\$111,040.00</b>
58.	HMA Type E-0.3, 3.0-inch Depth Paths	S.Y.	5,039	\$14.00	\$70,546.00	
59.	Dense Graded Base, 12-inch Depth	S.Y.	5,955	\$6.80	\$40,494.00	

**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettler Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>PAVEMENT STRUCTURE - PLAZAS (NORTH)</b>						<b>\$45,664.00</b>
60.	Concrete, 5" depth	S.F.	8,000	\$5.00	\$40,000.00	
61.	Dense Graded Base, 6-inch Depth	S.Y.	944	\$6.00	\$5,664.00	
<b>PAVEMENT STRUCTURE - THICKENED EDGE WALK (NORTH)</b>						<b>\$145,243.50</b>
62.	Thickened Edge Walk, 5" depth	S.F.	17,497	\$7.50	\$131,227.50	
63.	Dense Graded Base, 6-inch Depth	S.Y.	2,336	\$6.00	\$14,016.00	
<b>PAVEMENT STRUCTURE - WALKING PATHS (SOUTH)</b>						<b>\$47,719.20</b>
64.	HMA Type E-0.3, 3.0-inch Depth Paths	S.Y.	2,168	\$14.00	\$30,352.00	
65.	Dense Graded Base, 12-inch Depth	S.Y.	2,554	\$6.80	\$17,367.20	
<b>PAVEMENT STRUCTURE - PLAZAS (SOUTH)</b>						<b>\$25,458.00</b>
66.	Concrete, 5" depth	S.F.	4,464	\$5.00	\$22,320.00	
67.	Dense Graded Base, 6-inch Depth	S.Y.	523	\$6.00	\$3,138.00	
<b>PAVEMENT STRUCTURE - THICKENED EDGE WALK (SOUTH)</b>						<b>\$107,569.50</b>
68.	Thickened Edge Walk, 5" depth	S.F.	12,957	\$7.50	\$97,177.50	
69.	Dense Graded Base, 6-inch Depth	S.Y.	1,732	\$6.00	\$10,392.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
70.	Finish Grading / Crowning	S.Y.	9,000	\$1.50	\$13,500.00	
71.	Irrigation	L.S.	1	\$30,000.00	\$30,000.00	
72.	Athletic Field Seeding	S.F.	81,000	\$0.15	\$12,150.00	
73.	Soccer Goals	L.S.	1	\$4,000.00	\$4,000.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>SOCCER/FOOTBALL COMPLEX (TWO FIELDS)</b>						<b>\$276,826.00</b>
74.	Irrigation	L.S.	2	\$35,000.00	\$70,000.00	
75.	Athletic Field Seeding	S.F.	186,200	\$0.15	\$27,930.00	
76.	Soccer Goals	L.S.	2	\$4,000.00	\$8,000.00	
77.	Concrete Bleacher Pad, 5" depth	S.F.	30,068	\$5.00	\$150,340.00	
78.	Dense Graded Base, 6-inch Depth	S.Y.	3,426	\$6.00	\$20,556.00	
<b>MISCELLANEOUS</b>						<b>\$150,000.00</b>
79.	Landscaping	L.S.	1	\$150,000.00	\$150,000.00	

**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettlér Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>SUMMARY</b>						
<b>CONSTRUCTION ITEMS TOTAL:</b>						<b>\$4,241,355.00</b>
<b>CONTINGENCY at 5%:</b>						<b>\$212,067.75</b>
<b>CONSTRUCTION ESTIMATE SUBTOTAL:</b>						<b>\$4,453,422.75</b>
<b>GEOTECHNICAL SERVICES</b>						<b>\$8,500.00</b>
<b>DESIGN DEVELOPMENT/ CONSTRUCTION DOCUMENTS /</b>						
<b>STORMWATER DESIGN / PERMITTING / BIDDING /</b>						
<b>CONTRACT ADMINISTRATION at 7%:</b>						<b>\$311,739.59</b>
<b>CONSTRUCTION OBSERVATION at 2.5%</b>						<b>\$111,335.57</b>
<b>BASE PROJECT TOTAL</b>						<b>\$4,884,997.91</b>

**AMENITIES / PROJECT ADDS**

Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>SITE LIGHTING</b>						<b>\$196,000.00</b>
1.	Lighting (North Parking - 58 Spaces)	EACH	5	\$3,500.00	\$17,500.00	
2.	Lighting (North Parking - 104 Spaces)	EACH	6	\$3,500.00	\$21,000.00	
3.	Lighting (North Parking - 13 Spaces)	EACH	3	\$3,500.00	\$10,500.00	
4.	Lighting (North Parking - 66 Spaces)	EACH	9	\$3,500.00	\$31,500.00	
5.	Lighting (North Drive)	EACH	6	\$3,500.00	\$21,000.00	
6.	Lighting (South Drive)	EACH	5	\$3,500.00	\$17,500.00	
7.	Lighting (South Parking - 66 Spaces)	EACH	9	\$3,500.00	\$31,500.00	
8.	Lighting (South Parking - 5 Spaces)	EACH	3	\$3,500.00	\$10,500.00	
9.	Lighting (South Parking - 60 Spaces)	EACH	5	\$3,500.00	\$17,500.00	
10.	Lighting (South Parking - 58 Spaces)	EACH	5	\$3,500.00	\$17,500.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
11.	Topsoil Amendment	S.Y.	9,000	\$4.50	\$40,500.00	
12.	4" Underdrain w/sock	L.F.	2,390	\$10.00	\$23,900.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>

**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettler Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>SOCCER/FOOTBALL COMPLEX (TWO FIELDS)</b>						<b>\$1,698,900.50</b>
13.	Topsoil Amendment	S.Y.	20,689	\$4.50	\$93,100.50	
14.	4" Underdrain w/sock	L.F.	5,760	\$10.00	\$57,600.00	
15.	Football Goal Posts	L.S.	2	\$18,000.00	\$36,000.00	
16.	Score Board	EACH	2	\$15,000.00	\$30,000.00	
17.	Athletic Field Lighting	FIELD	2	\$175,000.00	\$350,000.00	
18.	Electrical Service	L.S.	1	\$5,000.00	\$5,000.00	
19.	Flag Pole	EACH	2	\$2,500.00	\$5,000.00	
20.	(2) 1,000 Seat Bleachers with Press Box	SEAT	2,000	\$250.00	\$500,000.00	
21.	4' Perimeter (Vinyl) Fencing	L.F.	2,800	\$24.00	\$67,200.00	
22.	Soccer Netting @each goal	L.S.	2	\$35,000.00	\$70,000.00	
23.	Restroom / Shelter	L.S.	1	\$485,000.00	\$485,000.00	
<b>PLAY AREA</b>						<b>\$99,291.00</b>
24.	Concrete Play Area Walkway Edging, 5" depth	S.F.	3,085	\$5.00	\$15,425.00	
25.	Dense Graded Base, 6-inch Depth	S.Y.	411	\$6.00	\$2,466.00	
26.	Poured-in-Place Play Surface	S.F.	3,760	\$15.00	\$56,400.00	
27.	Play Equipment	L.S.	1	\$25,000.00	\$25,000.00	
<b>MISCELLANEOUS</b>						<b>\$1,090,000.00</b>
28.	12' X 12' Shelters	EACH	3	\$26,000.00	\$78,000.00	
29.	12' X 24' Shelter	EACH	1	\$57,000.00	\$57,000.00	
30.	Concession/Restroom Buildings	EACH	3	\$285,000.00	\$855,000.00	
31.	Signage Allowance	L.S.	1	\$35,000.00	\$35,000.00	
32.	Entry Statement	L.S.	1	\$65,000.00	\$65,000.00	
<b>SUMMARY</b>						
<b>CONSTRUCTION ITEMS TOTAL:</b>						<b>\$3,599,391.50</b>
<b>CONTINGENCY at 5%:</b>						<b>TBD</b>
<b>CONSTRUCTION ESTIMATE SUBTOTAL:</b>						<b>TBD</b>
<b>DESIGN DEVELOPMENT/ CONSTRUCTION DOCUMENTS /</b>						
<b>STORMWATER DESIGN / PERMITTING / BIDDING /</b>						
<b>CONTRACT ADMINISTRATION at 7%:</b>						<b>TBD</b>
<b>CONSTRUCTION OBSERVATION at 2.5%</b>						<b>TBD</b>
<b>AMENITIES / PROJECT ADDS TOTAL</b>						<b>\$0.00</b>

# III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Heidemann. March 16, 2015.

A RESOLUTION authorizing entering into an Agreement with Making Spirits Bright for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright Drive Through Holiday Lights Display.

WHEREAS, for almost 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, the organizations who address those concerns. The motto of *Service Above Self* is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers; and

WHEREAS, the primary goal of Making Spirits Bright is to provide a family fun event during the holiday season. They are partnering with the Sheboygan County Food Bank by asking all who attend this event to bring pantry items as their admission to the park; and

WHEREAS, each year the goal is to increase the number of lights, displays, and enjoyment; and

WHEREAS, the Sheboygan Rotary Clubs are requesting use of Evergreen Park and the Quarryview Center for specified periods of time for the annual Making Spirits Bright Drive Through Holiday Light Display and requesting that the parks be closed to other vehicular traffic to ensure the safety of the event; and

WHEREAS, the Common Council is willing to grant the request on the terms and conditions contained in the attached Agreement.

Pub. Wks.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into an Agreement with Making Spirits Bright for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright Drive Through Holiday Light Display, in form substantially similar to the attached.

---

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. \_\_\_\_\_ - 14 - 15. By Alderperson Heidemann. March 16, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and Moss and Associates in the amount of \$29,800.00 for real estate consulting services for the STH 42 (Calumet Drive from N. 26<sup>th</sup> Street to Main Avenue) DOT project ID 4630-05-00/71. The account number for funding is 47333140-631200.

RESOLVED: That the appropriate City Officials execute a contract between the City of Sheboygan and Moss and Associates in the amount of \$29,800.00 for the STH 42 (Calumet Drive from N. 26<sup>th</sup> Street to Main Avenue) DOT Project ID 4630-05-00/71. The account number for funding is 47333140-631200.

*Sub. 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

**VI**

R. C. No.           - 14 - 15. By LAW AND LICENSING. March 16, 2015.

Your Committee to whom was referred to R. O. No. 236-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that Taxicab Driver's License No. 0665 be denied based on her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

*reg.*

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

Committee

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

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

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

II

R. O. No. 236 - 14 - 15. By CITY CLERK. February 2, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

*Susan Richards*  
City Clerk

*Law & Lic*  
*2/16/15 - part all lic. except hold Garrison*  
*3/2/15 - hold Garrison*  
*3/16/15 - deny Garrison*

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1288	Riverview Club	626 N. 15 <sup>th</sup> St. - one-day event to be held 3/7/15 to include current premise and front yard to sidewalk/retaining wall to north sidewalk.
2914	North Star Bar	3004 N. 8 <sup>th</sup> St. - one-day event to be held 3/1/15 to include current premise and north side of bldg. and fire pit area.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0669	Adamietz, Brian S.	216 Spring St., Chilton
9845	Patel, Akshay K.	908 Washington St., Manitowoc
2863	Proue, Bonnie L.	2218 N. 23 <sup>rd</sup> St.
5062	Rountree, Lisa M.	145 Lexington Ct., Sheb. Falls
0672	Rush Jr., Edwin B.	1415 S. 13 <sup>th</sup> St.
0670	Schlafke, Davis M.	620 St., Clair Ave., #205
0668	Veldboom, Dustin J.	N3366 State Rd. 32, Sheb. Falls
0667	Wunder, William R.	2310 S. 17 <sup>th</sup> St.
2355	Ziegler, Jan M.	1312 Kentucky Ave.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3048	Bella Vida	2602 N. 15 <sup>th</sup> St.
1717	Sheb. Memorial Medical Ct.	2629 N. 7 <sup>th</sup> St.

III

186

186

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0665	Garrison, Michaela D.	812 Pennsylvania Ave.
0519	Levisen, Anthony J.	1105 Eisner Ave.

IV

R. C. No.          - 14 - 15. By PUBLIC WORKS. March 16, 2015.

Your Committee to whom was referred R. O. No. 261-14-15 by the City Clerk submitting a communication from Timothy J. Halada requesting to have a fundraiser for the Sheboygan Area School District's Music and Arts Departments at the Armory before it gets torn down; recommends that the Report of Officer be accepted and placed on file and to approve the request with the department costs not to exceed \$1,000.

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

3.5

R. O. No. 261 - 14 - 15. By CITY CLERK. March 2, 2015.

Submitting a communication from Timothy J. Halada requesting to have a fundraiser for the Sheboygan Area School District's Music and Arts Departments at the Armory before it gets torn down.

Pub. ltr.

Ac & file

or approve

w/ P.W. costs not  
to exceed \$1,000.

*Susan Richards*

---

City Clerk

B.P.



1/10

1/10/10

**To all concerned,**

**I sent a letter awhile back in regards to having a fundraiser to raise money for the SASD music and arts departments at the Armory before it gets torn down. My thought process with the whole idea is to give the people of Sheboygan one last look at the Armory before it gets torn down while raising money for the music and arts in the SASD.**

**My plan is to have bands play from 11am to 10pm on the front steps weather permitting (moving it indoors otherwise) and utilizing the inside for a silent auction. I have Carl Weinberger, Jim Ohlschmit, Roman Draughon, and other local bands that are willing to play for free. These are bands that have played there decades ago. I also have four members of The Eldorado's on board. This year would mark the 50<sup>th</sup> anniversary of them playing at the Armory. I have Frank Juarez on board for donating for the silent auction. I would like to get respective teachers from the district to help if possible along with local artists, SVA, and anyone else that would like to get involved. Monument Music will provide the stage and sound. I would like to get the Sheboygan Historical Museum and possibly The Armory Association involved to present the history of the Armory. So far I have BoMalley's food truck on board to be there and provide food and donate 10% of their profit as well. I am working on getting the rest of the food trucks involved and participate while also donating 10% of their profits. We should be open to any and everyone getting involved as possible.**

**If we could get the Tourism and Public Works to help with various needs such as portable bathrooms, to provide for one or two police officers at the event, a one day policy, and anything else that I am forgetting that would help a great deal. I would also like to involve the Jaycees and/or Lions Club to provide beer and beverage tent.**

**With discussions that I've had with numerous people we would like to have the road blocked and have an entrance fee of \$5 for adults, \$3 for under 18, and 6 and under for free.**

**I am open to any suggestions that you may have and look forward to hearing from you soon. I feel this could be a great event that would benefit the city. It will also give area residents one last look at the Armory as well as some closure. Let's send the Armory off with a bang and turn a sad situation into one last big celebration!**

**Timothy J Halada**



Gen. Ord. No. \_\_\_\_\_ - 14 - 15. By Alderperson Belanger. March 16, 2015.

AN ORDINANCE amending the text of the City of Sheboygan Zoning Ordinance in Section 15.034 Definitions so as to amend Section 15.034.

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

Section 1. The definition of "Garage (Residential)" in Section 15.034 of the Sheboygan Zoning Ordinance, entitled Definitions, is hereby amended to read as follows:

**"Garage (residential):** A detached accessory building or portion of the principal building, including a carport, which is used primarily for storing passenger vehicles, trailers or one (1) truck of a rated capacity not in excess of ten thousand (10,000) pounds. The maximum square footage of a garage is 1,000 square feet. However, a garage structure shall not exceed the footprint square footage of the primary residential structure. A maximum of one (1) garage per lot."

Section 2. The definition of "Building, accessory" in Section 15.034 of the Sheboygan Zoning Ordinance, entitled Definitions, is hereby amended to read as follows:

**"Building, accessory:** A building which:

- (a) Is subordinate to and serves a principal structure or a principal use;
- (b) Is subordinate in area, extent, and purpose to the principal structure or use served;
- (c) Is located on the same lot as the principal structure or use served; and
- (d) Is customarily incidental to the principal structure or use."

Section 3. The definition of "Utility Shed" in Section 15.034 of the Sheboygan Zoning Ordinance, entitled Definitions, is hereby amended to read as follows:

**"Utility Shed:** A detached accessory building which is used for the storage of residential maintenance equipment."

Section 4. Section 15.034, entitled Definitions, of the Sheboygan Zoning Ordinance is hereby amended to include the following new definitions:

**"Gazebo:** A detached roofed accessory building, open on all sides, which is used for entertaining."

*City Plan*

**"Greenhouse:** A detached glass enclosed accessory building used for cultivating plants."

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. \_\_\_\_\_ - 14 - 15. By Alderperson Belanger. March 16, 2015.

AN ORDINANCE amending the text of the City of Sheboygan Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(8)(d).

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

Section 1. Section 15.206(8)(d) of the Sheboygan Zoning Ordinance, entitled Detached Private Residential Garage, Carport, or Utility Shed, is hereby amended to read as follows:

"15.206 (8) (d) Private Garage, Carport, Shed, Gazebo, or Greenhouse

Description: A private residential garage, carport or utility shed is a structure which primarily accommodates the sheltered parking of a passenger vehicle and/or the storage of residential maintenance equipment. A gazebo is a detached roofed accessory building, open on all sides, which is used for entertaining. A greenhouse is a glass enclosed building used for cultivating plants. The structure(s) shall be located on the same lot as primary residential structure. See Section 15.408 for requirements applicable to legal, nonconforming garages."

1. Permitted by Right: {All Districts}.

- a. The maximum number of accessory structures per lot is three (3) - not to exceed one (1) garage, one (1) shed, one (1) gazebo or one (1) greenhouse.
- b. The maximum square footage of a garage and/or carport is 1,000 square feet. However, a garage structure shall not exceed the footprint square footage of the primary residential structure.
- c. The maximum square footage of a shed, gazebo, greenhouse or other similar accessory structure is 200 square feet.
- d. The maximum height of a detached accessory structure shall not exceed 15 feet.
- e. The design and color of the accessory structure shall compliment the residence.
- f. Temporary canopies, carports or other similar structures are prohibited.

2. Special Use Regulations: Not applicable.

*City  
Plan*

3. Conditional Use Regulations: (If in excess of 1,000/200 square feet) {RA-35, ER-1 Districts or as part of a multi-family development proposal in the UR-12}.

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



4.3

Res. No. 160 14 - 15. By Alderpersons Hammond, Belanger, Carlson, Donohue and Kath. March 2, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for 2015 Contracted Services in City Attorney Office:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund City Attorney Contracted Services 10119100-521900	\$12,000

Establish appropriation for 2015 Sidewalk and Mini Storm Sewer Projects:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund Sidewalks 40033190-631300	\$100,000
	Mini-Storm Sewers 40033150-631500	\$50,000

*Lies over*

7.3



140

FROM

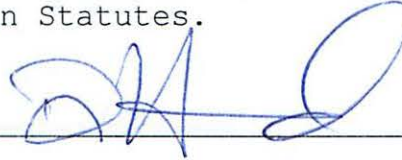
TO

AMOUNT

Establish appropriation for 8<sup>th</sup> Street Bridge Project with the State of Wisconsin Department of Transportation:

Capital Projects Fund	Capital Projects Fund	
Unreserved Fund Balance	8 <sup>th</sup> Street Bridge	
400-253000	40033170-631100	\$45,084

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.



Julie Kath

Daryl D. Aho

My Suzanne Nowlin

John B. [Signature]

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

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

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

II

Other Matters

10.1

R. O. No. \_\_\_\_\_ - 14 - 15. By PURCHASING AGENT. March 16, 2015.

Submitting an evaluation of Request for Bid #1802-15 for the purchase of (2) Excel Hustler Model "X-One" Zero Turn Mower(s) and Accessories and (1) Excel Hustler Model "Super Z" with Back Pack and accessories.

<u>BIDDER</u>	<u>DELIVERED PRICE</u>
Gibbsville Implement, Waldo WI	\$ 30,697.00
Valu-Pro Power Center, Reedsville	\$ 29,635.00
Neu's Building Center, Menomonee Falls	\$ 31,207.00
Weyers Equipment, Kaukauna	\$ 31,543.00

The equipment offered by Valu-Pro Power Center meets all of the specifications.

It is therefore recommended that the Purchasing Agent be authorized to enter into contract with Valu-Pro Power Center of Reedsville for the purchase of the three pieces of equipment and accessories.

Respectfully submitted,

Bernard R. Rammer

Sub Wks.

III

Other Matters

10.2

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Heidemann. March 16, 2015.

A RESOLUTION authorizing the Purchasing Agent to purchase replacement zero turn mowing equipment for the Motor Vehicle Department.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Valu-Pro Power Center Inc. of Reedsville WI for the purchase of (2) 2015 Model Hustler X-One mowers and (1) 2015 Model Hustler Super Z with Bac-Pack and Hyper Drive at a total cost of \$29,635.00 in accordance with City of Sheboygan Request For Bids #1802-15.

BE IT FURTHER RESOLVEDL That the existing equipment replaced by this purchase will be sold at auction following decommissioning with the proceeds to be returned to the Motor Vehicle Fund.

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

Pub. Wks.

\_\_\_\_\_

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

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

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

II

Other Matters

10.3

R. O. No.        - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a Petition to stop the rezoning of property located at 3306 Saemann Ave. (Field of Dreams).

Lies over  
to April 8<sup>th</sup>

*Susan Richards*

City Clerk

# Petition to Stop the Rezoning/Destruction of the Field of Dreams

16

We, the undersigned, property owners within 100 feet of the proposed rezoning of the Field of Dreams, want the Field of Dreams to remain a recreational green space in its current North-side location. We ask that the rezoning of the Field of Dreams from Suburban Residential-5 (Passive Outdoor Public Recreation) to Suburban Office or to any zoning other than park or residential, be denied.

MAR 16 '15 AM 11:40

Printed Name	Signature	Address, City, State	Date	Owner ?
JOSEPH MEDINGER	Joseph Medinger	3405 SAEMANN AVE SHEBOYGAN WI	3/14/15	YES
Sheryl Schuessler	Sheryl Schuessler	3603 Saemann Ave Sheb WI	3/14/15	yes
Gregg Schuessler	Gregg Schuessler	3603 Saemann Ave Sheboygan WI	3/14/15	Yes
Dana Bemis	Dana E Bemis	3612 Saemann Ave Sheboygan WI	3/14/15	YES
Evelyn Kress	EVELYN KRESS	1911 N 38 ST SHEBOYGAN	3/14/15	YES
MIKE RILEY	M I RILEY	2122 N 36TH ST SHEBOYGAN	3/14/15	YES
Ronald Dross	RONALD BOOSON	3606 GEELE AVE SHEBOYGAN	3-14-15	YES
Herb Tyler	Herb Tyler	3514 Geele Ave Sheboygan	3-14-15	Yes
Jane Tyler	Jane Tyler	3514 Geele Ave. Sheboygan, WI	3-14-15	yes
Paul Weber	Paul Weber	2206 N 35 ST Sheboygan WI	3-14-15	yes
ART LARSO	Art Larso	2208 N. 34 <sup>th</sup> SHEBOYGAN W.	3-14-15	YES
Melissa Braesch	Melissa Braesch	3320 Geele Ave, Sheboygan, WI	3-14-15	yes
MATT BRAESCH	Matt Braesch	3320 GEELE AVE SHEBOYGAN WI	3/14/15	yes
Janet Steffensmeier	Janet Steffensmeier	3314 Geele Ave Sheboygan WI	3-14-15	Yes
Dennis Steffensmeier	Dennis Steffensmeier	3314 Geele Ave Sheboygan WI	3-14-15	yes
Kimberly Merrill	Kimberly Merrill	3230 Geele Ave 53083	3-14-15	yes
Ken Merrill	Ken Merrill	3230 Geele Ave Sheboygan 53083	3-14-15	yes



II

Other Matters

10.4

R. O. No.       - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.

*Finance*

*Susan Richards*

City Clerk

DATE RECEIVED \_\_\_\_\_

MAR 16 '15 PM 12:21

RECEIVED BY \_\_\_\_\_

CLAIM NO. 31-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

*emailed + scanned  
3-16-15*

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Rachel L. Colbath
2. Home address of Claimant: 2350 N. 13<sup>th</sup> Street Sheboygan, WI 53083
3. Home phone number: 1(920) 980-8256 cell, 1(920) 783-8033 home
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2/14/15 2:00 pm

6. Where did damage or injury occur? (give full description) the "parkway" on Michigan Avenue in front of El Camino Restaurant by the parking meters, just to the west of the restaurant entrance. See attached photos.

7. How did damage or injury occur? (give full description) Slipped and fell on ice while walking to my vehicle, which was parked across the street from El Camino facing west on Michigan Avenue.

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

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

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

(a) Public property alleged to be dangerous: location of the ice on public property was the red cobblestone parkway area around the parking meters. See attached photos.

(b) Claimant's statement of basis for such liability: The area past the sidewalk referred to as "parkway" is property of the City of Sheboygan, as parking meters are city property - therefore this area is to be kept clear of snow/ice by the city of Sheboygan.

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

Fractured fibula, distal left. Required surgery. Torn ligament, requiring physical therapy in the near future. Per orthopedic surgeon - no work 2mo. at least

11. Name and address of any other person injured: N/A

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

Auto: \$ N/A

Property: \$ N/A

Personal injury: \$ pending

Other: (Specify below) \$ lost wages - pending.

**TOTAL** pending medical bills

Damaged vehicle (if applicable)

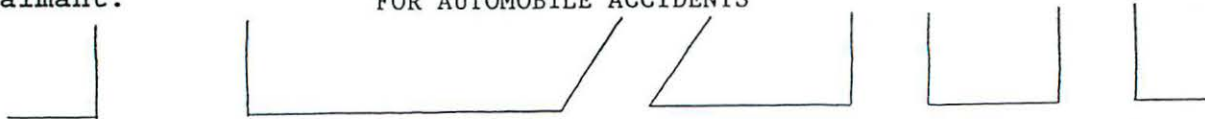
Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

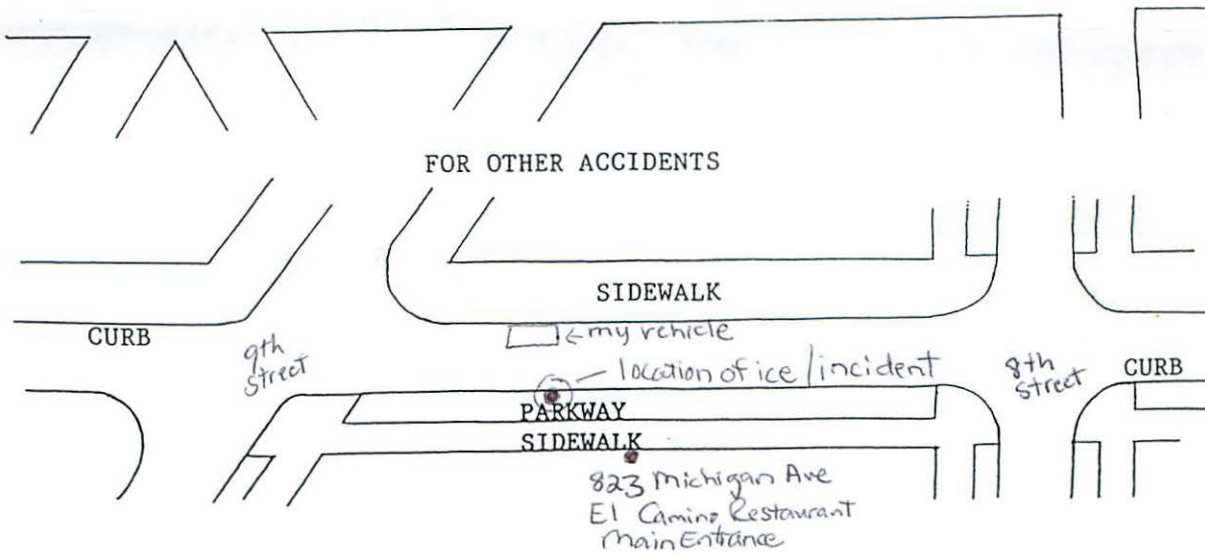
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature]

Date: 3-8-15

DATE RECEIVED \_\_\_\_\_

RECEIVED BY MAR 16 '15 PM 12:22

CLAIM NO. 31-14

CLAIM

Claimant's Name:	<u>Rachel L. Colbath</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>2350 N. 13<sup>th</sup> Street</u>	Property	\$ <u>N/A</u>
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ <u>Pending</u>
Claimant's Phone No.	<u>1(920)980-8256, 1(920)783-8033</u>	Other (Specify below)	\$ <u>pending</u>
		TOTAL	<u>pending</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$                     .

Pending

SIGNED: Rachel Colbath

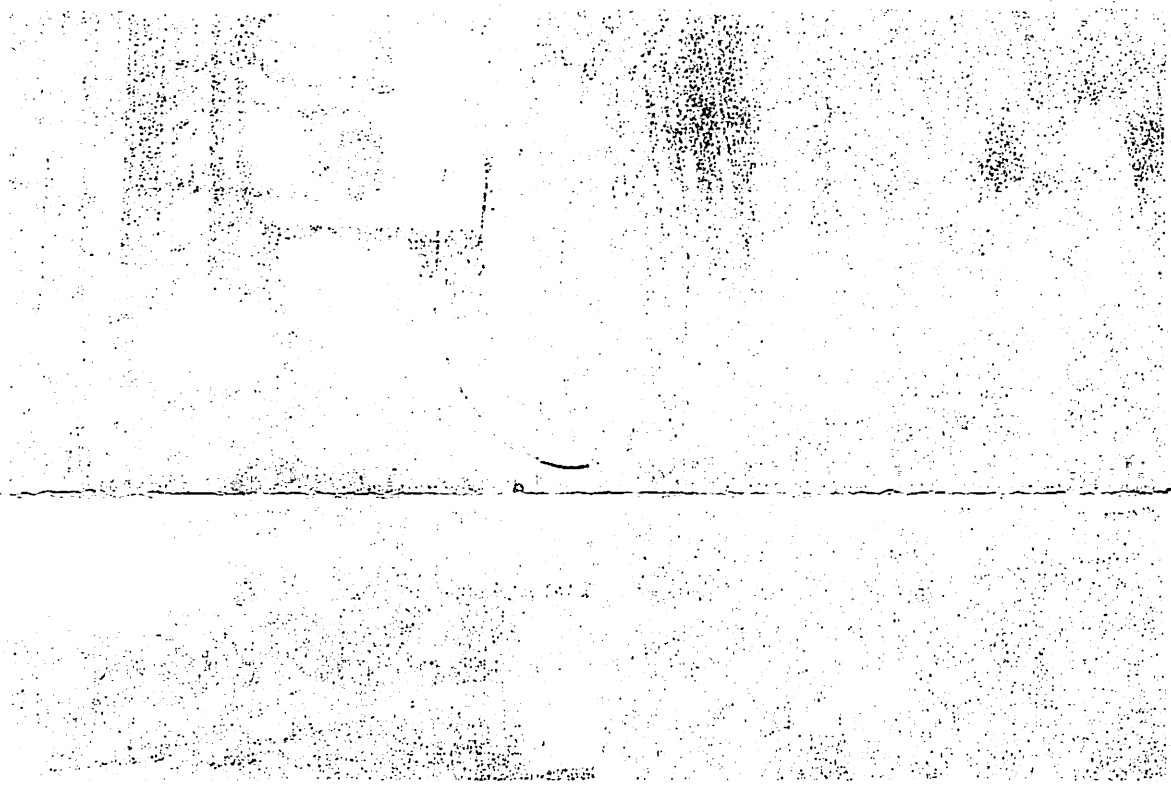
DATE: 3-8-15

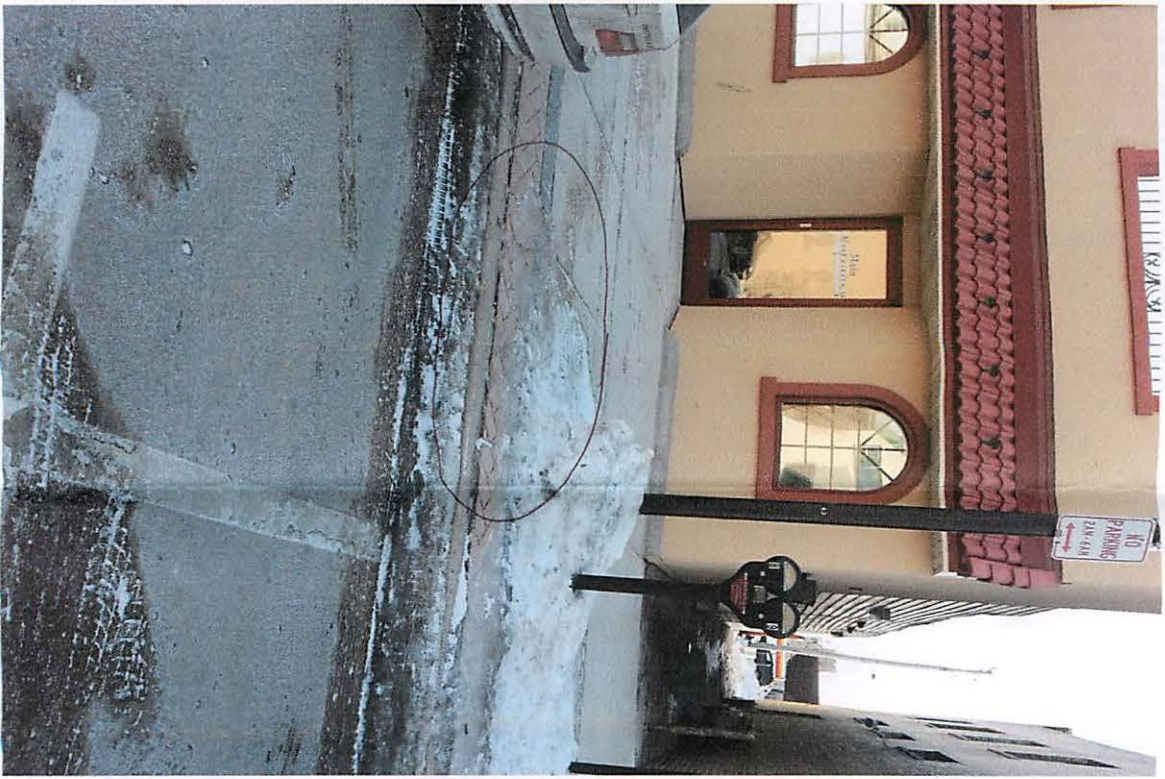
ADDRESS: 2350 N. 13<sup>th</sup> Street Sheboygan, WI 53083



823 Michigan Avenue, Sheboygan

Photos taken on 2/14/15  
3:30pm





II

Other Matters

10.5

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

Law & Lic.

Susan Richards  
City Clerk

CHANGE OF AGENT

Kenneth Feudner is replacing John Henseler as agent effective immediately at Maple Lanes located at 3107 S. Business Dr.

"CLASS B" LIQUOR LICENSES (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights IV	434 Pennsylvania Ave.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1833	Champs Sports Bar	1501 Indiana Ave. - one-day events to be held 4/11/15, 4/18/15, 4/25/15 & 5/2/15 to include current premise and entire south side parking lot.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day events To be held 4/25/15, 5/2/15 & 5/9/15 to include current premise and parking lot north and east of the building.
3069	Time and A Half	2518 N. 15 <sup>th</sup> St. - one-day event to be Held 4/18/15 to include current premise and east side of building from fence to corner and from southeast corner to driveway.

SIDEWALK CAFÉ LICENSE (April 14, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's Bar & Grill	1502 S. 12 <sup>th</sup> St.
3022	Paradigm	1202 N. 8 <sup>th</sup> St.
2427	Urbane	1231 N. 8 <sup>th</sup> St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0692	Adams, Clinton J.	1507 S. 8 <sup>th</sup> St.
7183	Bower, Ashley A.	426 Washington Ct.
3683	Buechel, Teri A.	2502 N. 9 <sup>th</sup> St.
0704	Castronovo, Kris K.	927 S. 14 <sup>th</sup> St.
0697	Colvin, Paige L.	426 Pennsylvania Ave.
2938	Dean, Lisa Y.	1427 S. 16 <sup>th</sup> St.
0699	Howell, Krista Melinn	1427 N. 10 <sup>th</sup> St. #413
5839	Kanzelberger, Kristin M.	1610 N. 3 <sup>rd</sup> St.
0694	Klein, Jessie M.	728 State Rd. 57 #22, Plymouth
0705	Meise-Henninf, Crystal M.	918 Michigan Ave., #B
0700	Moreno, Rudolph NC	1317A N. 10 <sup>th</sup> St.
3515	Ploetz, Craig A.	1632 Camelot Blvd.
0703	Stenz, Megan L.	124 East Frankling Ave., #2, Neenah
0709	Szydlowski, Jeffrey A.	1502A S. 13 <sup>th</sup> St.
0698	Thompson, Nicholas R.	6443 N. 54 <sup>th</sup> St., Milwaukee
0305	Thompson, Tamara C.	1217 Reed St., Plymouth

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0706	Johnson, Marqueeta S.	2007 S. 8 <sup>th</sup> St.
0506	Munro, Ian E.	1015 Elm St., Cleveland
0693	Murphy, Blake A.	W2734 Woodland Rd., Sheb. Falls
0355	Ruffin, Kevana O.	1322 N. 14 <sup>th</sup> St.
0701	Siguenza, Hector Martin	822 Woodland St., Plymouth
0695	Valle, Jennifer Fanco	406 New York Ave.
0696	Williams, Antjuan C.	1405 N. 15 <sup>th</sup> St.