ATTACHMENTS

March 2, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

BUSINESS IMPROVEMENT DISTRICT

NAME	APPOINTED	EXPIRES
AMY HORST	3/02/15	12/31/16

MAYOR MICHAEL J. VANDERSTEEN

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

City of Sheboygan
spirit on the lake.

March 2, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Ald. Julie Kath, to be appointed to the Law & Licensing Committee to fill the unexpired term of Kevin Matichek, whose term expires 4/20/15.

MICHAEL VANDERSTEEN, MAYOR

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

II

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

Submitting various license applications.

Susan Richards
City Clerk

TEMPORARY CLASS "B" BEER

No.	Name	Address
2184	Lutheran High Crusader Club	3323 University Dr. - one-day event to be Held 4/18/2015 in the gymnasium of Lutheran High School.

Consent

II

II

R. O. No. ____ - 14 - 15. By CITY PLAN COMMISSION. March 2, 2015.

Your Commission to whom was referred Gen. Ord. No. 45-14-15 by Alderperson Belanger rededicating the vacated portion of N 8th Street from a point 6 feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 24, 2015, and after due consideration, recommends approval of the General Ordinance.

Consent

_____

Director of Planning and Development

II

X

7.1

Gen. Ord. No. 45 - 14 - 15. By Alderperson Belanger. February 16, 2015.

AN ORDINANCE rededicating the vacated portion of North 8th Street from a point 6 feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat.

WHEREAS, by way of Gen. Ord. No. 97-83-84 dated October 17, 1983, recorded in the Sheboygan County Register of Deeds office as Document No. 1095503, that portion of the east 20 feet of North 8th Street from a point 6 feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat, being adjacent to Lot 6 and the north 38.5 feet of Lot 7, Block 129, Original Plat, was vacated and discontinued; and

WHEREAS, the City of Sheboygan has recently acquired ownership of said formerly vacated street right of way along with the adjacent property; and

WHEREAS, the City of Sheboygan, as owner of said property, finds and determines that it is in the public interest to rededicate said vacated property so as to return this portion of North 8th Street to its originally platted 80 feet width.

NOW THEREFORE:

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

Section 1. That the portion of North 8th Street that was vacated by way of Gen. Ord. No. 97-83-84, and that is now owned by the City of Sheboygan, more fully described as:

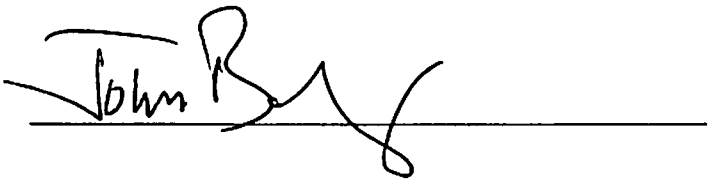
> The 20 foot wide vacated portion of North 8th Street from a point six (6') feet south of the north line of Wisconsin Avenue to a point 38.5 feet south of the north line of Lot 7, Block 129, Original Plat, being west of and adjacent to Lot 6, the north 38.5 feet of Lot 7, and the vacated east-west alley lying between Lots 6 and 7, Block 129, Original Plat of the City of Sheboygan, County of Sheboygan, State of Wisconsin, containing 5,600 square feet, more or less

be, and hereby is, rededicated as North 8th Street right of way.

City Plan
approve

A

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

III

Res. No. ____ - 14 - 15. By Alderpersons VanderWeele and Van Akkeren.
March 2, 2015.

A RESOLUTION directing a public hearing to be held in connection with amending the City of Sheboygan's Comprehensive Plan Future Land Use Map 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.

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
CITY OF SHEBOYGAN COMPREHENSIVE PLAN FUTURE LAND USE MAP

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 8, 2015, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Comprehensive Plan Future Land Use Map 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.

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

Consent

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.

_____

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 VanderWeele and Van Akkeren.
March 2, 2015.

A RESOLUTION directing a public hearing to be held in connection with amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 8, 2015, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment is to change the Use Classification of property located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office 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.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. March 2, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 224-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following license be granted:

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
6703	Kropuenske, Lynn M.	716 Superior 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 2, 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:

CHANGE OF PREMISE

No.	Name	Address
1420	VFW Post #9156	552 S. Evans St. - one-day event to be Held 3/14/15 to include current premise and the north, east & south side of building.
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 3/8/15 to include current premise and north parking lot and west of the building.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

No.	Name	Address
3111	Glas - The Green Coffeehouse	924 N. 14th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0675	Bauer, Kristin H.	1023 Happy Lane #3, Sheb. Falls
0679	Bischoff, Shaughn O.	2316 S. 17th St.
0682	Bosman, Alyne M.	W3847 County Rd N., Sheb. Falls
0683	Brown, Amanda R.	1328 S. 9th St.
8116	Erdmann, Kathy M.	1623 Alabama Ave.
3439	Gotchy, Mary B.	1250 Columbus Ave.

Consent

6900	Klempke, Ashlee M.	1530 N. 3rd St.
0681	Mesun, Nicole M.	2509 Henry St.
0673	Reichardt, Jamie L.	2031 Cooper Ave.
0674	Sheldon, Robin C.	2225 Wedemeyer 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 2, 2015.

Your Committee to whom was referred R. O. No. 223-14-15 by the City Clerk submitting a claim from Jerome A. Duenk for alleged damages to his vehicle when a Sheboygan snow plow struck his vehicle; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

Other Matters

8.2

R. O. No. 223- 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a claim from Jerome A. Duenk for alleged damages to his vehicle when a Sheboygan snow plow struck his vehicle.

Susan Richards
City Clerk

Finance
Dewy

DATE RECEIVED 1/15/15

RECEIVED BY ARL

CLAIM NO. 30-14

JAN 15 '15 PM 3:26

e-mailed 1/20/15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Jerome A. Duenk
2. Home address of Claimant: 1619 N 3rd St
3. Home phone number: 920-377-1299
4. Business address and phone number of Claimant:

5. When did damage or injury occur? (date, time of day) around noon
6. Where did damage or injury occur? (give full description) Vehicle was parked in front of home
7. How did damage or injury occur? (give full description) Sheboygan plow truck struck my vehicle
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known:

   (b) Claimant's statement of the basis of such liability:

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

   (a) Public property alleged to be dangerous:

   (b) Claimant's statement of basis for such liability:

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

No injuries

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

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

JAN 15 '15 PM 3:26

Auto:	$ 1,891 - 2,264
Property:	$ " "
Personal injury:	$ NA
Other: (Specify below	$ NA
TOTAL	

Damaged vehicle (if applicable)

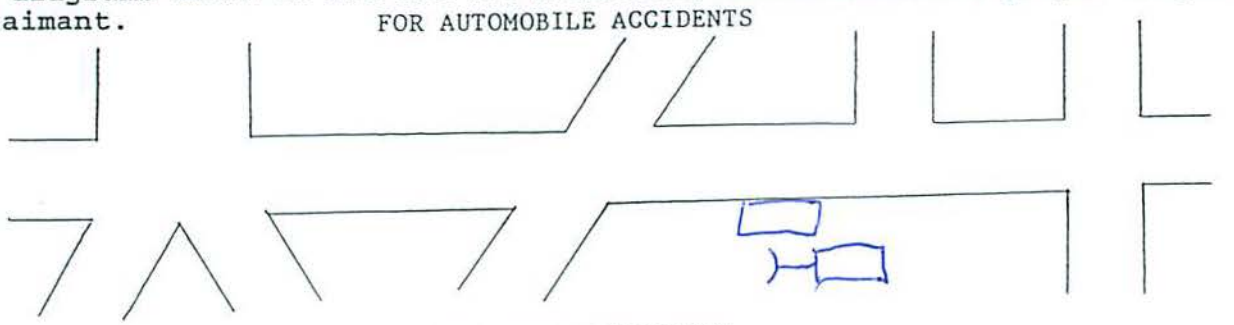
Make: Ford Model: Explorer Year: 1996 Mileage: 200,000

Names and addresses of witnesses, doctors and hospitals: _____

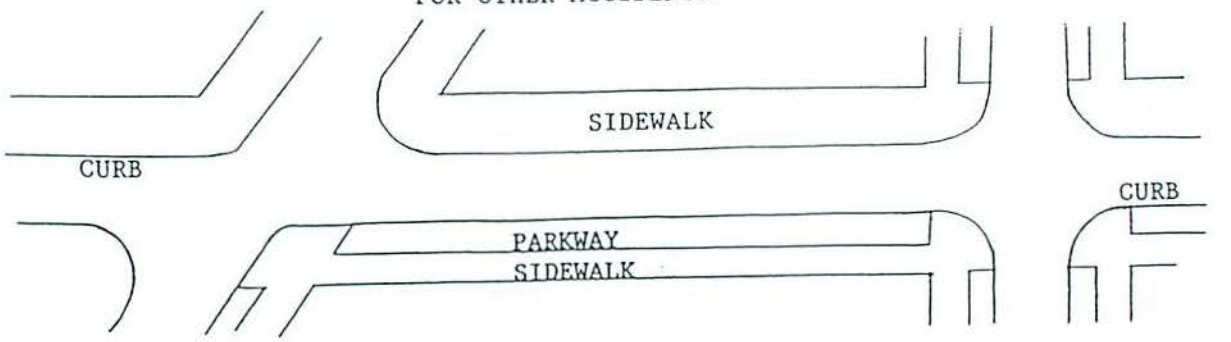
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Jerome A. Dee Date: 1-15-15

DATE RECEIVED 1/15/15

RECEIVED BY CRL

CLAIM NO.

CLAIM

JAN 15 '15 PM 3:26

Claimant's Name: Jerome A. Duenk

Claimant's Address: 1619 N 3rd St
Sheboygan WI 53081

Claimant's Phone No. 920-377-1299

Auto	$1,891 - 2,264
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	2,264

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 $ 2,264 .

SIGNED: Jerome A

DATE: 1-15-15

ADDRESS: 1619 N 3rd St
Sheboygan WI 53081

Vehicle (~~1996~~ 1996 Ford explorer) was parked on west side of street facing south. Truck was struck by plow truck denting and scratching ~~truck~~ ~~car~~ drivers side end to end. Hole in passenger door, both door handles crushed.

JAN 15 '15 PM 3:26

Jerome A. [illegible]

DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0026
OFFICE: 920-458-6111 FAX: 920-451-8198

***** PRELIMINARY ESTIMATE *****

01/15/2015 01:19 PM

Owner

Owner: JEROME DUENK
Address: 1619 NORTH 3RD ST
City State Zip: Sheboygan, WI 53081
Work/Day: (920)377-1299
FAX:

Inspection

Inspection Date: 01/15/2015 01:19 PM
Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Contact:
Work/Day: (920)458-6111
Work/Day:

Vehicle

1996 Ford Explorer XLT 4 DR Wagon
6cyl Gasoline 4.0
4 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
VIN: None
Mileage: 200,000
Mileage Type: Actual
Code: P8433B
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM Stereo	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Captain Chairs (2)
Center Console	Cruise Control	Dual Airbags
Intermittent Wipers	Leather Steering Wheel	Lighted Entry System
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Skid Plates	Tachometer	Tilt Steering Wheel
Tinted Glass		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R

1	E	DAMAGE EXCEEDS VALUE	Replace OEM	SM*
1	Items			

Estimate Total & Entries

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs
Sheet Metal (SM)	$58.00			
Mech/Elec (ME)	$85.00			
Frame (FR)	$60.00			
Refinish (RF)	$58.00			
Paint Materials	$36.00			

Gross Total	**$0.00**
Net Total	**$0.00**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default

Audatex Estimating 7.0.334 ES 01/15/2015 01:19 PM REL 7.0.334 DT 12/01/2014 DB 12/15/2014

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

Dean's
AUTO BODY, INC.

"Dean's Has The Means For All Your Auto Needs"

Date: 1-6-15

Name: Jerome A Derek

Address: 1619 no 3rd St

City: Sheboygan State: WI Zip: 53081

Daytime Phone: 920-377-1299 Evening Phone:

Cell Phone: 920-377-1299 Fax:

Email:

Insurance Information

O Insured X Claimant O Personal Pay O Unsure

Insurance Company: Claim #:

Contact : Phone: Fax:

Other Insurance Company: City of Sheb Claim #:

Deductible Amount: DOL: Rental:

Vehicle Information

Interior Color/Trim Code: Exterior Color/Paint Code:

Year: 96 Make: Ford Model: Explorer

Body Style:

VIN: | | | | | | | | | | | | | | | | | |

License Plate: Production Date: / /

Mileage: Airbags: Alarm:

Area of vehicle needing repair: ~~Right door~~ left side

Notes: plow hit while parked.

Damage exceeds value

Home > Car Values > Ford > Explorer > 1996 > Style > Options > Condition > Sport Utility 4D

Ford | Explorer | 1996 | Go

Edit options | Change style

1996 Ford Explorer

1995 | 1996 | 1997 | New 2015 | Style: Sport Utility 4D

View all 2 photos | Mileage: 200,000 Change | Like this car

pricing | photos | specs | kbb expert review | consumer reviews | ratings | compare

Used Car Prices

See Trade-In/Sell Values

Buy from a Dealer | Buy Certified from a Dealer | Buy from a Private Party

Print report

Good Condition

Private Party Values valid for your area through 1/15/2015

Consider a New Car

- Full new-car warranty
- Latest technology
- Never been driven

Research and price

Get a Free VIN Check

Have questions about a used car's history? Get answers.

AutoCheck

Enter VIN (optional) | Go

No VIN? No Problem!

Find This Car Near You

View actual photos and compare prices. Search

*Illustrated prices, rates and monthly payments are estimates only and do not represent offers to sell vehicles or provide financing.

Next Steps to Buying Smart

Shop as a Cash Buyer

Loans starting at 2.79%* APR from LightStream, a division of SunTrust Bank.

LIGHTSTREAM | Apply for a loan

Recently Viewed Cars | My Saved Cars | Save car

Home > Car Values > Ford > Explorer > 1996 > Style > Options > Condition > Sport Utility 4D

Ford | Explorer | 1996 | Go

Edit options Change style

1996 Ford Explorer

1995 | 1996 | 1997 | New 2015 | Style: Sport Utility 4D

View all 2 photos

Mileage: 200,000 Change

Like this car

pricing | photos | specs | kbb expert review | consumer reviews | ratings | compare

Used Car Prices

See Trade-In/Sell Values

Buy from a Dealer | Buy Certified from a Dealer | Buy from a Private Party

Print report

Fair Condition

Private Party Values valid for your area through 1/15/2015

Consider a New Car

- Full new-car warranty
- Latest technology
- Never been driven

Research and price

Get a Free VIN Check

Have questions about a used car's history? Get answers.

AutoCheck

Enter VIN (optional) Go

No VIN? No Problem!

Find This Car Near You

View actual photos and compare prices.

Search

*Illustrated prices, rates and monthly payments are estimates only and do not represent offers to sell vehicles or provide financing.

Next Steps to Buying Smart

Shop as a Cash Buyer

Loans starting at 2.79%* APR from LightStream, a division of SunTrust Bank.

LIGHTSTREAM Apply for a loan

Recently Viewed Cars | My Saved Cars Save car

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0QZP7F

JAN 16 '15 PM 2:53

JAN 16 '15 PM 2:53

PK2011

POLICE # C15-00322

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: P0QZP7F
Document Override Number:			
Agency Accident Number:	Police Number: C15-00322		
4 - Accident Date: 01/06/2015	5 - Time of Accident (Military Time): 1205	6 - Total Units: 02	7 - Total Injured: 00
8 - Total Killed: 00			
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY	11 - Accident Location: NON-INTERSECTION	
14 - On Hwy No.	14 - On Street Name: N 3RD ST	14 - Bus/Frnt/Rmp	15 - Est. Dist: 100
Ft/Mi: F	15 - Hwy. Dir: NORTH		
16 - Fr/At Hwy No.	16 - From/At Street Name: SUPERIOR AVE	16 - Business/Frontage/Ramp	
17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude: -
80 - First Harmful Event: PARKED MOTOR VEHICLE	93 - Manner of Collision: SIDESWIPE. SAME DIRECTION		
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: LEVEL/FLAT	Surface Type
115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)			
117 - Relation To Roadway: ON-ROADWAY			
114 - Light Condition: DAYLIGHT	116 - Road Surface Condition: SNOW/SLUSH	118 - Weather: CLEAR	
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☐ Photos Taken
9 ☐ Trailer or Towed			
9 ☒ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With: PARKED MOTOR VEHICLE	23 - Dir Of Travel: SOUTH	24 - Speed Limit: 25
36 - Operating as Classified: D CLASS	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number: [redacted]	30 - State: WI	31 - Expiration Year: 2016	34 - On Duty Accident: WINTER-HWY-MAINTENANCE
25 - Operator/Pedestrian Last Name: MARVER	25 - First Name: MICHAEL	25 - Middle Initial: R	25 - Suffix
32 - Date Of Birth: [redacted]	33 - Sex: MALE		
26 - Address Street & Number: [redacted]	26 - PO Box		
27 - City: [redacted]	27 - State: [redacted]	27 - Zip Code: [redacted]	28 - Telephone Number: [redacted]
39 - Seat Position: FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)	40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing: GOING-STRAIGHT	120 - Traffic Control: NO-CONTROL	62 - No. of Citations Issued: 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.
64 - 5th Statute No.			
122 - Driver Factors: NOT-APPLICABLE			
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test: TEST-NOT-GIVEN	

PK2011

91 - Drugs Reported	
124 - Highway Factors	SNOW,-ICE,-OR-WET

Vehicle

VEHICLE 01

21 - Unit Type: TRUCK			Vehicle Type: SNOW-PLOW		22 - Total Occupants: 1
56 - License Plate Number: [redacted]	57 - Plate Type: MUN	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: [redacted]	
50 - Year: 2009	51 - Make: INTL	52 - Model	53 - Body Style: CB	54 - Color: BLU	100 - Skidmarks to Impact (Ft): 0
94 - Vehicle Damage: NONE					
95 - Extent Of Damage: NONE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By: OPERATOR		
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name: SHEBOYGAN CITY				
47 - Address Street & Number: 828 CENTER AVE #205		47 - PO Box		
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number	

Insurance

INS 01

63 - Liability Insurance Company: GOVERNMENT	60 ☐ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name
61 - Policy Holder Company	

School Bus

BUS 01

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Operator/Pedestrian

Unit Status: L - LEGALLY PARKED		81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel: SOUTH	24 - Speed Limit: 25
36 - Operating as Classified: D CLASS	37 - Endorsements		35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name	25 - First Name		25 - Middle Initial	25 - Suffix
32 - Date Of Birth	33 - Sex			

PK2011

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number			26 - PO Box
27 - City	27 - State	27 - Zip Code	28 - Telephone Number
39 - Seat Position BLANK		40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST	
38 - Injury Severity	41 - Airbag NOT APPLICABLE	42 - Ejected NOT-APPLICABLE	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-APPLICABLE	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing LEGALLY-PARKED	120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond	89 - Substance Presence		
90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test	
91 - Drugs Reported			
124 - Highway Factors SNOW,-ICE,-OR-WET			

Vehicle

VEHICLE 02

21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 0
56 - License Plate Number 305SFF	57 - Plate Type AUT	58 - State WI	59 - Exp Year 2015	55 - Vehicle Identification Number 1FMDU34X1TZB20092	
50 - Year 1996	51 - Make FORD	52 - Model EXPLORER	53 - Body Style	54 - Color GRN	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage REAR DRIVER SIDE, MIDDLE DRIVER SIDE, FRONT DRIVER SIDE					
95 - Extent Of Damage MODERATE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name DUENK	46 - First Name JEROME	46 - Middle Initial A	46 - Suffix	Date Of Birth 03/02/1974
46 - Company Name				
47- Address Street & Number 1619 N 3RD ST		47 - PO Box		
48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 377-1299 EXT.	

Insurance

PK2011

INS 02

63 - Liability Insurance Company		60 ☐ Policy Holder Same As Owner
NOT-REQUIRED		
61 - Policy Holder Last Name	61 - Policy Holder First Name	
61 - Policy Holder Company		

School Bus

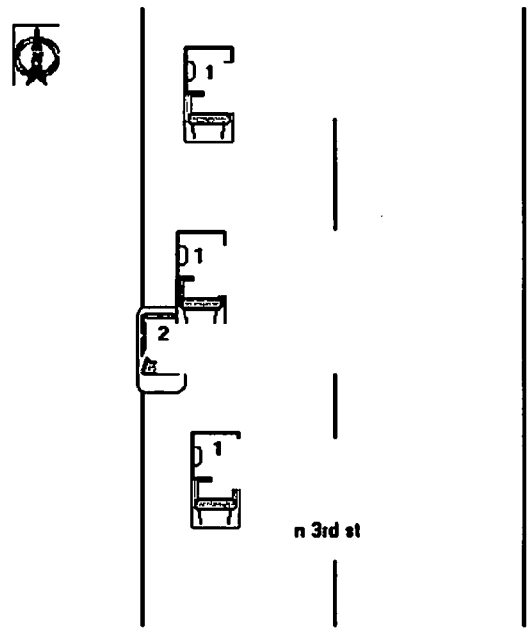
BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY



UNIT 1 WAS PLOWING SOUTHBOUND ON N 3RD ST IN THE 1600 BLOCK AND STRUCK UNIT 2 ,WHO WAS LEGALLY PARKED IN FRONT OF 1618 N 3RD ST WITH THE EDGE OF HIS PLOW.

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
FITZPATRICK	JEFF		280

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3333 EXT.

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
01/06/2015	1210	1215	01/06/2015

Agency Accident Number	Police Number	19 - Special Study
	C15-00322	

18 - Agency Space
CAR 19

Truck and Bus

136 ☐ A truck or truck combination > 10,000 lbs GVWR/GCWR	136 ☐ Any vehicle displaying a hazardous materials placard

PK2011

TRUCK/BUS

136 ☐ A vehicle designed to carry 9 or more people, including the driver

136 ☐ Fatal Injury | 136 ☐ Medical Transport | 136 One or more vehicles towed from the scene due to disabling damage ☐

Unit Number

137 - Hazardous Materials Class Numbers

137 - Hazardous Materials "UN" Nos. | Hazardous Material Placard Displayed ☐ | Hazardous Cargo Was Released ☐

137 - Name Of Hazardous Materials in this Load | 137 - Name Of Hazardous Materials Released

138 Interstate Carrier ☐ | 140 - US DOT No. | 140 - ICC MC No. | LC No. | IC No. | 141 - Source

139 - Carrier Name

142 - Carrier Address | City | State | Zip Code

143 - GVWR (Lbs) | 144 - Total No. of Axles | 145 - Vehicle Configuration | 147 - Cargo Body Type

146 - First Event | 146 - Second Event

146 - Third Event | 146 - Fourth Event

VI

R. C. No. ____ - 14 - 15. By FINANCE. March 2, 2015.

Your Committee to whom was referred R. O. No. 234-15-16 by the City Clerk submitting a communication from Reinhart Attorneys at Law being a Claim for Excessive Assessment regarding NRFC Memorial Holdings, LLC, owner of parcel No. 59281-215850; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

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. 234- 14 - 15. By CITY CLERK. February 2, 2015.

Submitting a communication from Reinhart Attorneys at Law being a Claim for Excessive Assessment regarding NRFC Memorial Holdings, LLC, owner of parcel No. 59281-215850.

Susan Richards
City Clerk

Finance

Deny

II

emailed 1/23/14

rec'd 1/23/15 S. Richards

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018 #29-14

22 East Mifflin Street
Suite 600
Madison, WI 53703

Telephone: 608-229-2200
Fax: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 20, 2015

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Process Server
Time 2:55 A.M. - P.M. Date 1/23/15
Served Upon Sue Richards
828 Center Avenue Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

Dear Clerk: Re: Tax Parcel No. 59281-215850

Now comes Claimant, NRFC Memorial Holdings, LLC, owner of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2014, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No. 59281-215850.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

6. For 2014, property tax was imposed on property in the City at the rate of $26.980421 per $1,000 for of the assessed value for Property.

7. For 2014, the City's assessor set the assessment of the Property at $12,424,400.

8. Claimant appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at $12,424,400.

10. The City imposed tax on the Property in the amount of $335,216.

11. Claimant is timely paying the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2014 was no higher than $3,000,000.

13. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than $2,907,191.

14. Based on the tax rate of $26.980421 per $1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than $78,437.

15. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of $256,778.

16. Claimant is entitled to a refund of 2014 tax in the amount of $256,778, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is $256,778, plus interest thereon.

Dated at Madison, Wisconsin, this 20th day of January, 2015.

Sincerely yours,

Don M. Millis
Agent for Claimant

28875845

II

R. O. No. _____ - 14 - 15. By CITY PLAN COMMISSION. March 2, 2015.

Your Commission to whom was referred R. O. No. 242-14-15 by City Clerk submitting a communication from Dale Hoffmann, EHS Specialists-Air & Landfill Management, Kohler Co., proposing to construct a vertical expansion for continued disposal of nonhazardous industrial solid waste at the Twin Oaks Landfill; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 24, 2015, and after due consideration, recommends approval of the RO and a letter be drafted by the City Attorney to Kohler Co. stating no City approvals are required.

Concur

_____

Director of Planning and Development

II

4.1

R. O. No. 242 - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting a communication from Dale Hoffmann, EHS Specialist-Air & Landfill Management, Kohler Co., proposing to construct a vertical expansion for continued disposal of nonhazardous industrial solid waste at the Twin Oaks Landfill.

City Plan
approve & City Atty
draft letter to Kohler Co.
stating no City approvals
are required

Susan Richards
City Clerk

Kohler Co. 444 Highland Drive Kohler, Wisconsin 53044 920-457-4441 kohler.com

KOHLER.

February 5, 2015

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

FEB 9 '15 PM 12:48

Susan Richards
City Clerk
City of Sheboygan
828 Center Ave. Suite 100
Sheboygan, WI 53081

RE: Vertical Landfill Expansion
Kohler Co.

Dear Ms. Richards,

Please be advised, pursuant to §289.22(1m), Wis. Stats., the Kohler Co., of Kohler, Wisconsin 53044 desires to construct a vertical expansion for continued disposal of nonhazardous industrial solid waste at the Twin Oaks Landfill. The landfill is located in the NE ¼ of the SE ¼ of Section 29, T15N, R23E, in the Village of Kohler, Sheboygan County. A map indicating the location of the proposed expansion is enclosed.

Kohler Co. is proposing to construct the vertical expansion over portions of the existing landfill having capacity for additional waste volumes. The expansion will be constructed according to Wisconsin Administrative Code for industrial non-hazardous waste landfills.

According to §289.22(1m), Wis. Stats., Kohler Co. requests that within 15 days after receipt of this notification the City of Sheboygan specify all local approvals for which applications are required, or issue a statement that there are no applicable local approvals.

Please also find enclosed a copy of the "Standard Notice of the State of Wisconsin Waste Facility Siting Board", as required under §289.22(2), Wis. Stats.

The affected municipalities of the proposed site are Village of Kohler, Town of Sheboygan, City of Sheboygan and Sheboygan County, all in Sheboygan County, Wisconsin. Per §289.01(1)(a) and (b), an affected municipality is any town, city, village or county in which all or a portion of a solid waste facility is proposed to be located, or whose boundary is within 1,500 feet of that portion of the proposed facility designated for the disposal of solid waste.

All communications or inquiries relating to this letter should be directed to:

Dale Hoffmann
EHS Specialist-Air & Landfill Mgmt
Environmental Health & Safety
Kohler Co.
Kohler, Wisconsin 53044
Telephone (920) 457-4441

or

Natalie Maciolek
Senior Staff Attorney
Legal
Kohler Co.
Kohler, Wisconsin 53044
Telephone (920) 457-4441

Respectfully submitted,

Dale Hoffmann

Dale Hoffmann
EHS Specialist-Air & Landfill Mgmt
Kohler Co.

Enclosures

Cc: Mead Public Library
Atty. Natalie Maciolek (Kohler Co. Attorney)
Atty. Stephen G. McLean (City of Sheboygan Attorney)

LEGEND

- HISTORICAL WASTE LIMIT
- PROPOSED VERTICAL EXPANSION AREA
- MONITORING WELL LOCATION

SITE PLAN
PROPOSED VERTICAL
LANDFILL EXPANSION
KOHLER CO. LANDFILL
KOHLER CO.
Kohler, Wisconsin

086096-03(MISC003)GIS-WA002 JAN 27/2015

State of Wisconsin
Waste Facility Siting Board
5005 University Avenue, Suite 201, Madison, WI 53705-5400
Phone: (608) 266-7709
Fax: (608) 264-9885
e-mail: dha.mail@wisconsin.gov

James W. Schuerman
Chairman

David H. Schwarz
Executive Director

STANDARD NOTICE

TIME LIMITS AND REQUIREMENTS FOR MUNICIPALITIES TO PARTICIPATE IN THE NEGOTIATION AND ARBITRATION PROCESS FOR THE SITING OF A SOLID OR HAZARDOUS WASTE FACILITY UNDER SEC. 289.33, WISCONSIN STATUTES.

PLEASE READ ALL PAGES CAREFULLY.

This notice informs a municipality of the actions and deadlines required to qualify for participation in negotiations and arbitration concerning the proposed siting of all new or expanded solid or hazardous waste facilities in the state of Wisconsin.

This standard notice shall be submitted with any written requests for local approvals by the applicant to the clerk of each affected municipality and to the main public library in each affected municipality. s. 289.22(1m)(2) and s. 289.32, Wis. Stats.

Who is the Waste Facility Siting Board?

The Waste Facility Siting Board is an impartial body composed of six members. These members include the secretaries, or their formally appointed designees, of the Departments of Agriculture, Trade and Consumer Protection; Commerce; and Transportation; and two town elected officials and one county elected official appointed by the governor for three year terms.

What does the Waste Facility Siting Board do?

The Waste Facility Siting Board administers the negotiation and arbitration process for the siting of every solid and hazardous waste facility in the state of Wisconsin.

The board's authority is created by law in Chapter 289, Subchapter III, Wis. Stats. The intent of the law is to create and maintain a comprehensive and effective policy of negotiation and arbitration between an applicant for a waste facility license and a local committee representing the affected municipalities.

Who is an Applicant?

An "applicant" is any person applying for a license or the owner or operator of a facility.

What is an Affected Municipality?

An affected municipality is any town, village, city, or county:

(a) where any or all of the proposed waste site will be located, or
(b) whose boundary is within 1500 feet of the facility designated in the feasibility report for the disposal of solid waste or the treatment, storage or disposal of hazardous waste.

An applicant that is a municipality or is under contract with a municipality for development of the site, is not considered an affected municipality for purposes of negotiation.

What is an Additional Municipality?

An additional municipality is any town, city, village, or county which does not qualify as an affected municipality but is included in the negotiation and arbitration process by written agreement of the applicant and the participating affected municipalities.

How does the negotiation-arbitration process begin?

The process is initiated by the applicant. Before submitting a feasibility report to the Department of Natural Resources (DNR), the applicant must submit by certified mail to the clerk of each affected municipality a written request for specification of all applicable local approvals. The municipality has 15 days to respond.

What is a "local approval"?

The term "local approval" is defined in s. 289.33(3)(d), Stats. It essentially means any requirement, restriction, condition, or prohibition imposed by a municipality on a waste facility site by ordinance, resolution, or regulation.

The law gives special weight to "pre-existing local approvals." Pre-existing local approvals are those that have been in effect at least 15 months before the applicant submits to DNR an initial site report or a feasibility report, whichever happens first. A new or expanded waste facility is subject to pre-existing local approvals unless specified as inapplicable in a negotiated agreement or an arbitration award. A new or expanded waste facility is not subject to other local approvals unless specified as applicable in a negotiated agreement.

If an Affected Municipality wants to negotiate with the applicant concerning the site what is required?

There are three requirements.

First, an affected municipality must pass a siting resolution within 60 days of receipt of the applicant's initial written request for local approvals. If this deadline is missed, a municipality

may not participate in negotiations. A copy of the siting resolution must be sent to the board within 7 days of passage.

Each affected municipality that wishes to negotiate with the applicant about the proposed facility must pass a siting resolution which shall state the following:

(1) the name and location of the municipality,
(2) the name and location of the applicant,
(3) the specific location of the proposed facility, and
(4) the municipality's intent to negotiate and, if necessary, arbitrate with the applicant concerning the proposed facility.

Second, an affected municipality must appoint members to the local committee within 60 days of receipt of the applicant's request for local approvals. Names and addresses of local committee members must be sent to the Waste Facility Siting Board within 7 days of appointment.

Each affected municipality that wishes to negotiate with the applicant must appoint members to the local negotiating committee. Each town, village, or city where all or part of the proposed waste facility is to be located may appoint 4 members, or 2 more than the total number of all other members, whichever number is greater; no more than 2, however, may be elected officials or municipal employees. Each county where all or any part of the proposed waste facility will be located may appoint 2 members. Every other town, village, city, or county within 1500 feet of the proposed waste facility may appoint 1 member. Appointment of members may be included in the siting resolution or in a separate resolution.

Third, each member appointed to the local committee must file with the Waste Facility Siting Board a Statement of Economic Interests within 15 days of appointment. A member who fails to file a Statement of Economic Interests may not serve on the local committee.

These forms are available at no cost from the Waste Facility Siting Board.

What is required if an Additional Municipality wants to negotiate with the applicant concerning the site?

There are four requirements.

First, an additional municipality must receive written agreement of all parties to be added to the process.

Second, an additional municipality must pass a siting resolution within 30 days of the agreement between the parties to allow participation by the additional municipality. A copy of the siting resolution must be sent to the board within 7 days of passage.

The siting resolution must state the following:

(1) the name and location of the municipality,
(2) the name and location of the applicant,
(3) the specific location of the proposed facility, and
(4) the municipality's intent to negotiate and, if necessary,

arbitrate with the applicant concerning the proposed facility.

Third, an additional municipality must appoint one member to the local committee within 60 days. The name and address of the local committee member must be sent to the Waste Facility Siting Board within 7 days of appointment.

Fourth, the appointed member to the local committee must file with the Waste Facility Siting Board a Statement of Economic Interests within 15 days of appointment. A member who fails to file a Statement of Economic Interests may not serve on the local committee.

These forms are available at no cost from the Waste Facility Siting Board.

When may negotiations begin?

Negotiations may begin at any time after notification by the Waste Facility Siting Board. The board will send a notification of participation to the applicant and the clerk of each participating municipality within 5 days after the board receives copies of the resolutions and names and addresses of members appointed to the local committee, or within 72 days after all affected municipalities have received written request for local approvals. This notice will identify the participating municipalities, identify the names of the members of the local committee, and inform the parties that negotiations may begin.

If, for error or change in plans, the applicant must add any other affected municipality following the board's notification of participation, that affected municipality shall have the same rights and obligations as outlined above. The board may issue an order delaying negotiations until that affected municipality has time to act. This procedure is outlined in s. 289.33(6)(c), Stats.

Either the applicant or the local committee may initiate negotiations. The time and place of negotiating sessions are determined by agreement between the applicant and the local committee. Negotiating sessions must be open to the public.

What issues can be negotiated?

Any subject may be negotiated except the need for the facility and any proposal that would make the applicant's responsibilities less stringent than required by the Department of Natural Resources. Either party may petition the board in writing for a determination as to whether a proposal is negotiable. The board will conduct a hearing and issue a binding decision in 14 days.

If a negotiated settlement is reached, what is required?

There are two requirements.

First, the agreement must be approved by all appropriate bodies.

An appropriate body is the governing body of each town, city, or village where all or a portion of the waste facility is to be located. If the agreement is approved by all of the appropriate bodies, the agreement is binding on all participating municipalities.

Second, if the agreement is approved, the applicant shall send a copy or notice of any negotiated agreement to the Waste Facility Siting Board and to the Department of Natural Resources within 10 days after the agreement is approved by all appropriate bodies. If the agreement is not approved by all of the appropriate bodies, the agreement is void. The parties may resume negotiations, begin mediation, or initiate arbitration.

Who initiates mediation?

Either party may request a mediator at any time during the negotiation.

Who is the mediator?

The board maintains a list of competent, impartial, disinterested persons consisting of lawyers, retired judges, and professional mediators who serve as mediators.

Who chooses the mediator?

Upon receipt of a request for a mediator, the board will immediately send the parties a list of 5 mediators. The parties shall alternately strike names until one name is left who will be appointed by the board.

What is the role of the mediator?

The role of the mediator is to encourage a voluntary settlement. The mediator may not impose a settlement on either party.

Who pays for the mediator?

Unless specified in the negotiated agreement or the arbitration award, the costs of the mediator will be shared equally by the applicant and the local committee.

What happens if the mediator fails to bring settlement?

The parties may resume negotiations or initiate arbitration.

Who initiates arbitration?

The applicant or the local committee may petition the board jointly or separately to initiate arbitration.

Arbitration may not be initiated until at least 120 days after the appointment of the local committee.

A statement in response to a unilateral arbitration petition must be filed within 14 days.

What issues can be arbitrated?

Only eight issues can be arbitrated. These issues are:

1. Compensation to any person for substantial economic impacts which are a direct result of the facility including insurance and damages not covered by the waste management fund.

1m. Reimbursement of reasonable costs, but not to exceed $20,0000, incurred by the local committee relating to negotiations, mediation and arbitration activities under this section.

2. Screening and fencing related to the appearance of the facility. This item may not affect the design capacity of the facility.
3. Operational concerns including, but not limited to, noise, dust, debris, odors and hours of operation but excluding design capacity.
4. Traffic flows and patterns resulting from the facility.
5. Uses of the site where the facility is located after closing the facility.
6. Economically feasible methods to recycle or reduce the quantities of waste to the facility. At facilities for which the applicant will not provide or contract for collection and transportation services, this item is limited to methods provided at the facility.
7. The applicability or non-applicability of any pre-existing local approvals.

If requested by either party, the board will rule on the arbitrability of a specific issue.

Once initiated, how does the arbitration process work?

Within 15 days of receipt of a petition to initiate arbitration, the board will issue a decision either to have the parties continue negotiation for at least 30 days, delay arbitration until a feasibility report is submitted, or order the parties to submit their final offers within 90 days. If, when ordered by the board, the applicant fails to submit a final offer within 90 days, the applicant may not construct or operate the facility. If the local committee fails to submit a final offer in 90 days the local committee loses all rights to further negotiation and the facility is not subject to any local approval.

Within 30 days after the last day for submitting final offers, the board shall conduct a public meeting for the parties to explain their final offers.

Within 90 days after the last day for submitting final offers, the board will issue an arbitration award. If the board fails to issue an award because it lacks the necessary five votes, the governor will issue an arbitration award within 120 days after the last day for submitting final offers.

The board's arbitration award is binding on the applicant and the participating municipalities.

The information presented here serves as a guide to help affected and additional municipalities comply with the negotiation-arbitration laws concerning siting of solid and hazardous waste facilities under s. 289.33, Stats. For specific legal advice, or changes in the statute or administrative rules, an applicant or affected municipality should consult its attorney or contact the Waste Facility Siting Board, 5005 University Avenue, Suite 201, Madison, Wisconsin 53705-5400, (608) 266-7709, FAX: (608) 264-9885.

STANDARD NOTICE
Revised: 01/31/11
G:\DOCS\WFSBD\BOARD DOCUMENTS\STANDARD NOTICE.DOC

VI

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. March 2, 2015.

Your Committee to whom was referred R. O. No. 245-14-15 by the Fire Chief submitting his quarterly report for the period commencing October 1, 2014, and ending December 31, 2014; recommends that the document be accepted and placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.3

R. O. No. 245 - 14 - 15. By FIRE CHIEF. February 16, 2015.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2014, and ending December 31, 2014.

PPB

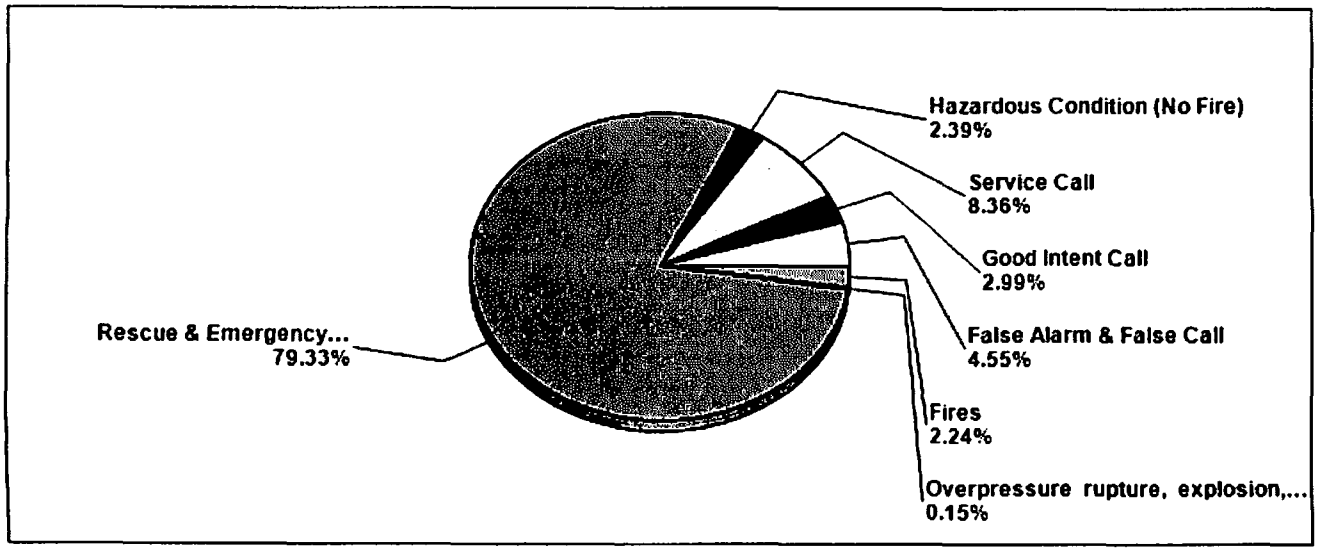
Ac + File

Fire Chief

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 10/1/2014 - 12/31/2014

INCIDENT RESPONSES



INCIDENT TYPES	2014	2013
Fires	30	30
Overpressure rupture, explosion, overheat - no fire	2	0
Rescue & Emergency Medical Service	1063	954
Hazardous Condition (No Fire)	32	43
Service Call	112	73
Good Intent Call	40	32
False Alarm & False Call	61	62
Severe Weather & Natural Disaster	0	1
TOTAL	1340	1195

4TH QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2014	2013
Out of City	5	13
Station 1	377	342
Station 2	248	256
Station 3	339	284
Station 4	220	171
Station 5	151	129

4TH QUARTER FIRE LOSSES

	2014	2013
Number of Incidents	13	12
Total Property Loss	$ 90,822.00	$ 57,500.00
Total Content Loss	$ 20,300.00	$ 15,300.00
Total Losses	$ 111,122.00	$ 72,800.00
Average Loss	$ 8,547.00	$ 6,066.00

V

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. March 2, 2015.

Your Committee to whom was referred Com. No. 5-14-15 submitted by Alderperson Carlson regarding concerns Bill Dreps has regarding the food trucks; recommends that the document be placed on file.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

I

3.1

Com. No. 5 - 14 - 15. February 16, 2015.

Submitting concerns from Bill Dreps regarding the food trucks.

Presented to the Common Council by Alderperson Thomas D. Carlson.

PP&S.

File

II

R. O. No. ____ - 14 - 15. By CITY PLAN COMMISSION. March 2, 2015.

Your Commission to whom was referred Gen. Ord. No. 46-14-15 by Alderpersons VanderWeele and Van Akkeren and R. O. No. 243-14-15 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of properties located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 24, 2015, and after due consideration, recommends filing of Gen. Ord. No. 46-14-15, acceptance and filing of this Report of Officer, and approval of the attached Substitute General Ordinance No. 46-14-15 which conditions the zoning amendment upon the following:

(1) purchase and sale of the former "Field of Dreams" property from the Sheboygan Area School District to Aurora Health Care, or related entity, for development of medical and office facilities, on or before December 31, 2016;

(2) the Future Land Use Map of the City of Sheboygan Comprehensive Plan being amended to a classification consistent with the proposed rezone;

and that a resolution be drafted and introduced at the next City Council meeting directing a public hearing for an amendment to the Sheboygan Comprehensive Plan Future Land Use Map and a change in zoning for the property located at 3306 Saemann Ave.

Lies over to April 8th

Director of Planning and Development

7.2

Subs. of Gen. Ord. No. 46 - 14 - 15. By Alderpersons VanderWeele and Van Akkeren. March 2, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class SR-5 Suburban Residential to Class SO Suburban Office 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.

Section 2. Said zoning amendment shall be effective upon passage, publication and satisfaction of the following:

a. The closing of the purchase and sale of the former "Field of Dreams" property described above from the Sheboygan Area School District to Aurora Health Care, or related entity, for development of medical and office facilities, on or before December 31, 2016.

b. The Future Land Use Map of the City of Sheboygan Comprehensive Plan being amended so that the above-described lands are designated as Institutional and Community Facilities classification.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

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

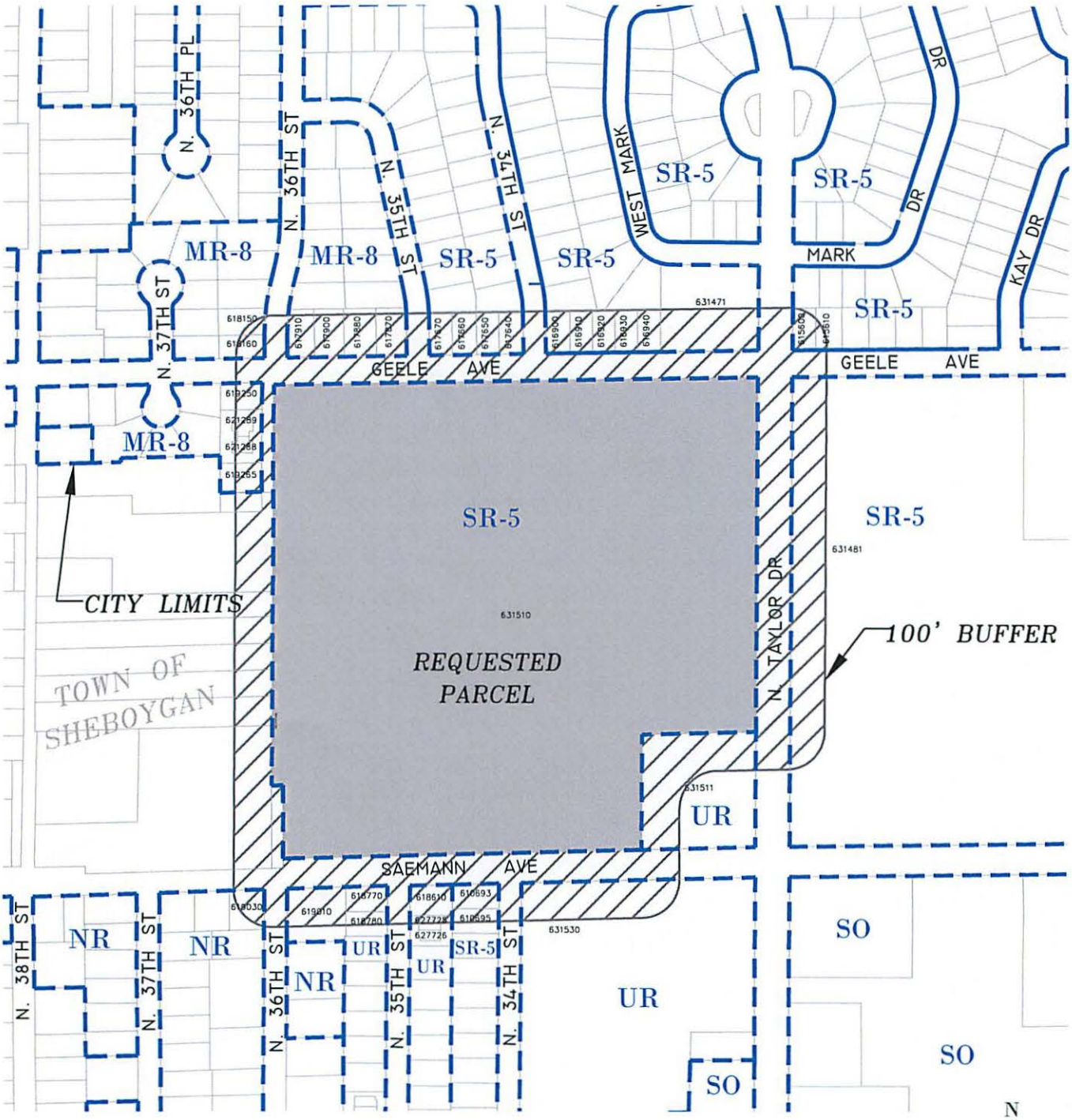
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM SR-5 TO SO

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches
1" = 400'

N W E S

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
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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ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

NR - NEIGHBORHOOD RESIDENTIAL

SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake

X

7.2

Gen. Ord. No. 46 - 14 - 15. By Alderpersons VanderWeele and Van Akkeren.
February 16, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

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City Plan

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Jodi VanderWaale

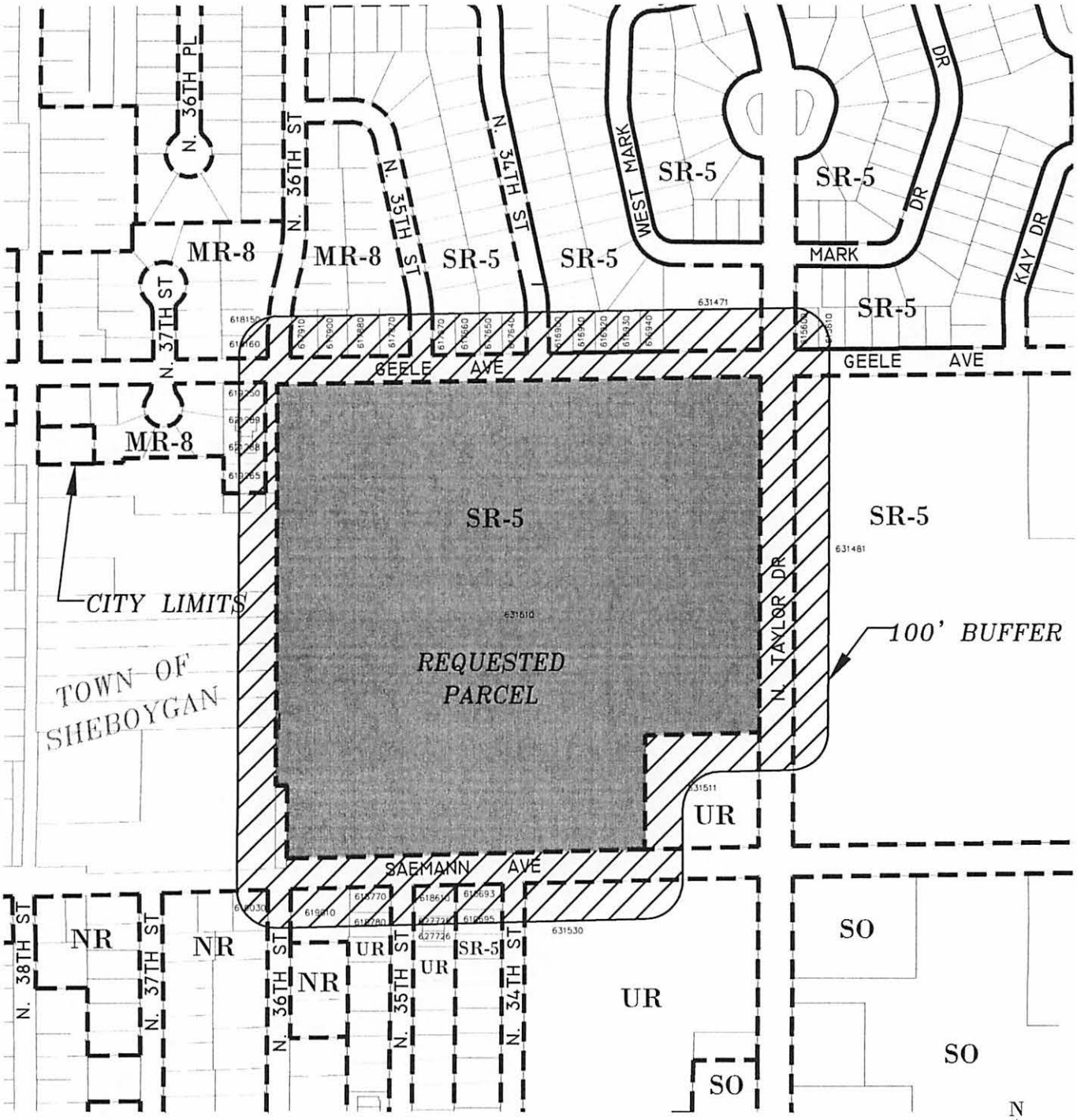
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches
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N W E S

PROPOSED ZONING CHANGE
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ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

NR - NEIGHBORHOOD RESIDENTIAL

SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake

II

4.2

R. O. No. 243 - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting an application from Jay Wall, The Boldt Company (on behalf of Aurora Health Care), for a change in the zoning classification of property located 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

City Plan

Susan Richards
City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 150166
FILING FEE: $200.00 (Payable to City of Sheboygan)

FEB 12 '15 PM 2:42

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Jay Wall w/ The Boldt Company (on behalf of Aurora Health Care)

PHONE NO.: (414) 276-4626

ADDRESS: 1110 N Old World 3rd St, Suite 610, Milwaukee, WI, 53203

E-MAIL: jay.wall@boldt.com

OWNER OF SITE: Sheboygan Area School District PHONE NO.: (920) 459-3500

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3306 Saeman Ave

LEGAL DESCRIPTION: *SEC 16 T15N R23E THE NE SW OF SEC 16, EXC THAT PRT DEDICATED AS GEELE AVE, N TAYLOR DR, SAEMANN AVE, & N. 36TH ST.; AND EXC THAT PRT DESC AS LOT 1 OF CSM REC IN VOL 8 PG 270 & ALSO EXC PRT LOT 2 CSM V21 P210-211 #1768906.*

PARCEL NO. 59281631510 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: S-R5 (Suburban Residential)

PROPOSED ZONING DISTRICT CLASSIFICATION: SO (Suburban Office)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: _____

Athletic fields(Baseball, Softball, and Soccer)

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Medical Facility

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Please see the attached narrative for responses associated with Question #3.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☒ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: Please see the attached narrative.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

Please see the attached narrative.

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

Please see the attached narrative.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Jay Wall
APPLICANT'S SIGNATURE

02/12/2015
DATE

Jay Wall
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

CITY OF SHEBOYGAN

APPLICATION FOR

AMENDMENT OF OFFICIAL ZONING MAP

(NARRATIVE)

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Aurora Health Care's Sheboygan Memorial Hospital and Sheboygan Clinic facilities have been operating at capacity for a number of years. The organization has been searching for a site within the City of Sheboygan to construct an outpatient surgery center and medical office building that would better address patient demand and free up capacity at the existing facilities. Based on the space and amenity needs, this site presents the best option in terms of site size, and accessibility to patients by bus or car.

- Amending the Official Zoning Map for this site satisfies the intent of the Sheboygan Zoning Ordinances as outlined in Section 15.005 by:
    - Relieving congestion on the streets around the site by designing adequate off street parking to support the new medical facility. This will alleviate the parking issues the neighborhood currently experiences during athletic events. The proposed amendment would also relieve congestion at the current Aurora Sheboygan Memorial Medical Center and Aurora Sheboygan Clinic locations by relocating some services to the new site, and freeing up capacity at the existing sites.
    - Promoting health and general welfare by providing better access to health care services for the community at both the proposed site and the existing Aurora facilities.
    - Addressing the need to protect groundwater resources, prevent overcrowding of land, avoid undue concentration of population and to facilitate the adequate provision of transportation, water, sewerage, parks and other public requirements through thoughtful and appropriate design including:
        - Primary site access from Taylor Drive to minimize traffic impact to the surrounding residential neighborhood.

        - On-site storm water management through the use of retention ponds.

        - Screening the site from the surrounding neighbors through the use of berms, trees and other landscaping features.

- ...and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency:

    - To the WDNR rules and regulations, there are no plans to disturb or affect any of the existing wetlands on the site.

    - FEMA currently classifies the site as "Zone X", and is considered a "low to moderate flood risk zone" and a "Non-Special Flood Hazard Area (NSFHA). No special provisions are required for this classification.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?

- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map

- Explain:

    - Current trends in healthcare are moving towards outpatient procedures in lieu of inpatient hospital stays.

    - The proposed new Outpatient Surgery Center and Medical Office Building, is consistent with the health care related development in the area.

    - Amending the Zoning Map allows Aurora Health Care the opportunity to better serve the community by providing better access to health care services for the people of the City of Sheboygan, and the residents in the surrounding communities within Sheboygan County by developing a new Outpatient Surgery Center and Medical Office Building.

    - Upgraded replacement athletic facilities will be built directly across the street to maintain a park-like setting for the neighborhood.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

- The amendment to the Official Zoning Map would continue the development of institutional and community facilities along Taylor Drive, north of Highway 23, maintaining the existing density already in place, and providing primary access to the site from the main thoroughfare, Taylor Drive, minimizing the traffic impact to the surrounding residential neighborhoods.

- The overall project plan maintains significant publicly accessible green space directly east of the proposed amendment site.

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

- The proposed amendment to the Official Zoning Map is one piece of a larger project that as a whole, will simultaneously improve access to health care in the community and expand Sheboygan's recreational facilities:

    - Butzen Farm: The Butzen Farm property will be developed as a 54 acre, youth sports complex. This will become the new single-site home to Lakeshore United F.C. and Sheboygan Youth Football. Upon completion, this facility promises to become a regional destination for youth sports in Wisconsin which will generate revenue, and increase tourism to the area.

    - East Parcel of Saemann Avenue and Taylor Drive: The Sheboygan Area School District will relocate several fields from the Field of Dreams across the street. That location will include two new and upgraded baseball fields and soccer fields, and maintaining a significant accessible green space for the neighborhood.

    - Roosevelt Park: Roosevelt Park will receive upgrades to its existing baseball field.

    - Optimist Park: The existing Community Gardens will be relocated on property owned by the Sheboygan Area School District, next to Optimist Park.

    - West Parcel of Saemann Avenue and Taylor Drive: Once all of the recreation projects are completed or underway, Aurora Health Care will construct a new outpatient surgery center and medical office building to alleviate over-crowding at their existing medical campuses and improve local access to health care.

- This large investment in the City of Sheboygan will have a positive impact on city finances:
    - In total, Aurora Health Care is making an $86.4 million investment in Sheboygan.
    - Aurora Health Care is contributing more than $5 million towards the development of the new recreation facilities.
    - Estimates call for Aurora's new building to generate more than $200,000 in annual property taxes, adding new revenue to the city's tax base.
    - Operation of the new facility will also add highly-skilled jobs in Sheboygan.

SHEBOYGAN
AREA SCHOOL DISTRICT
Learning Today. Leading Tomorrow.

Mark Boehlke
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3523
Fax: (920) 459-4300

February 6, 2015

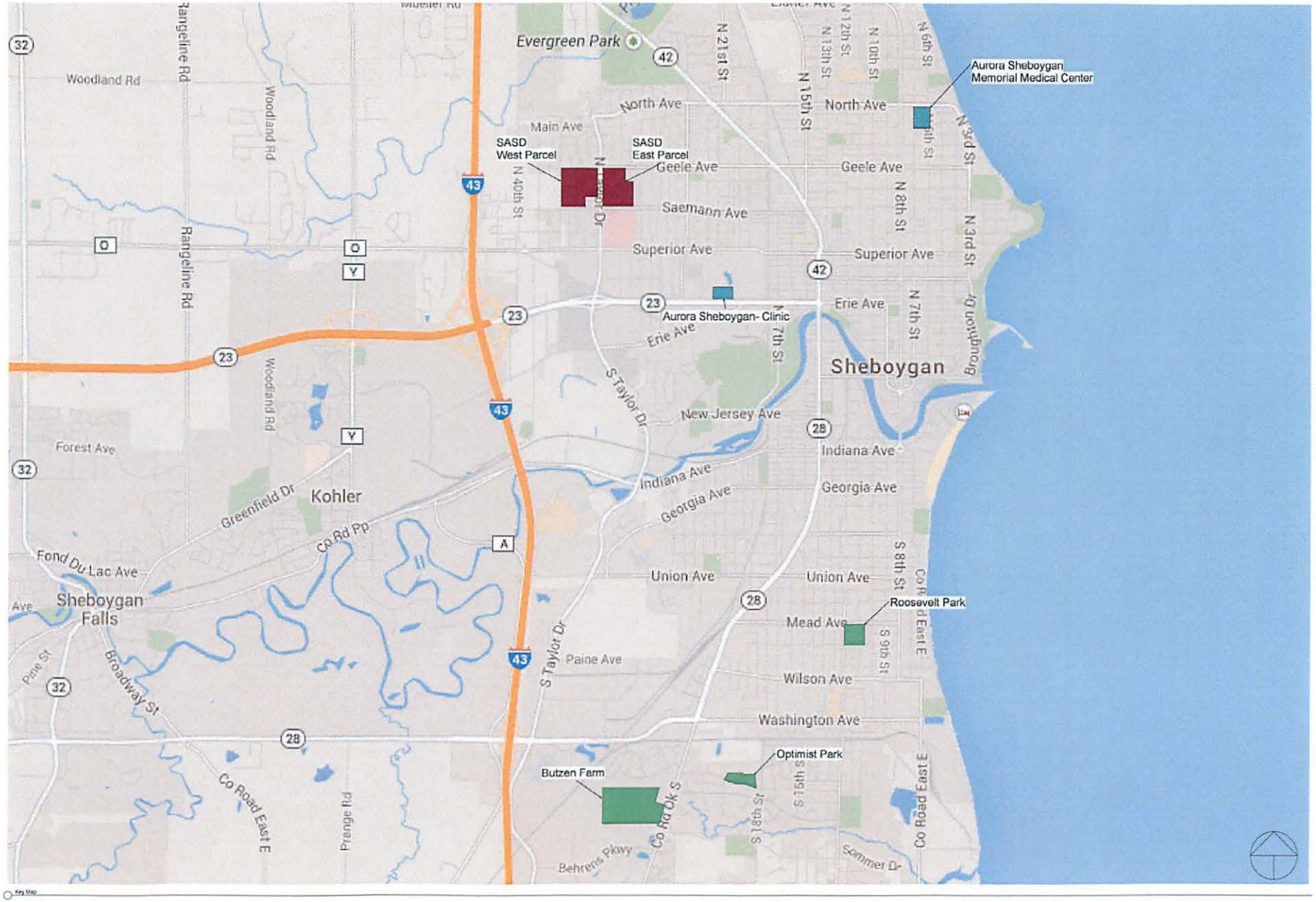
Steve Sokolowski
City of Sheboygan

Dear Mr. Sokolowski,

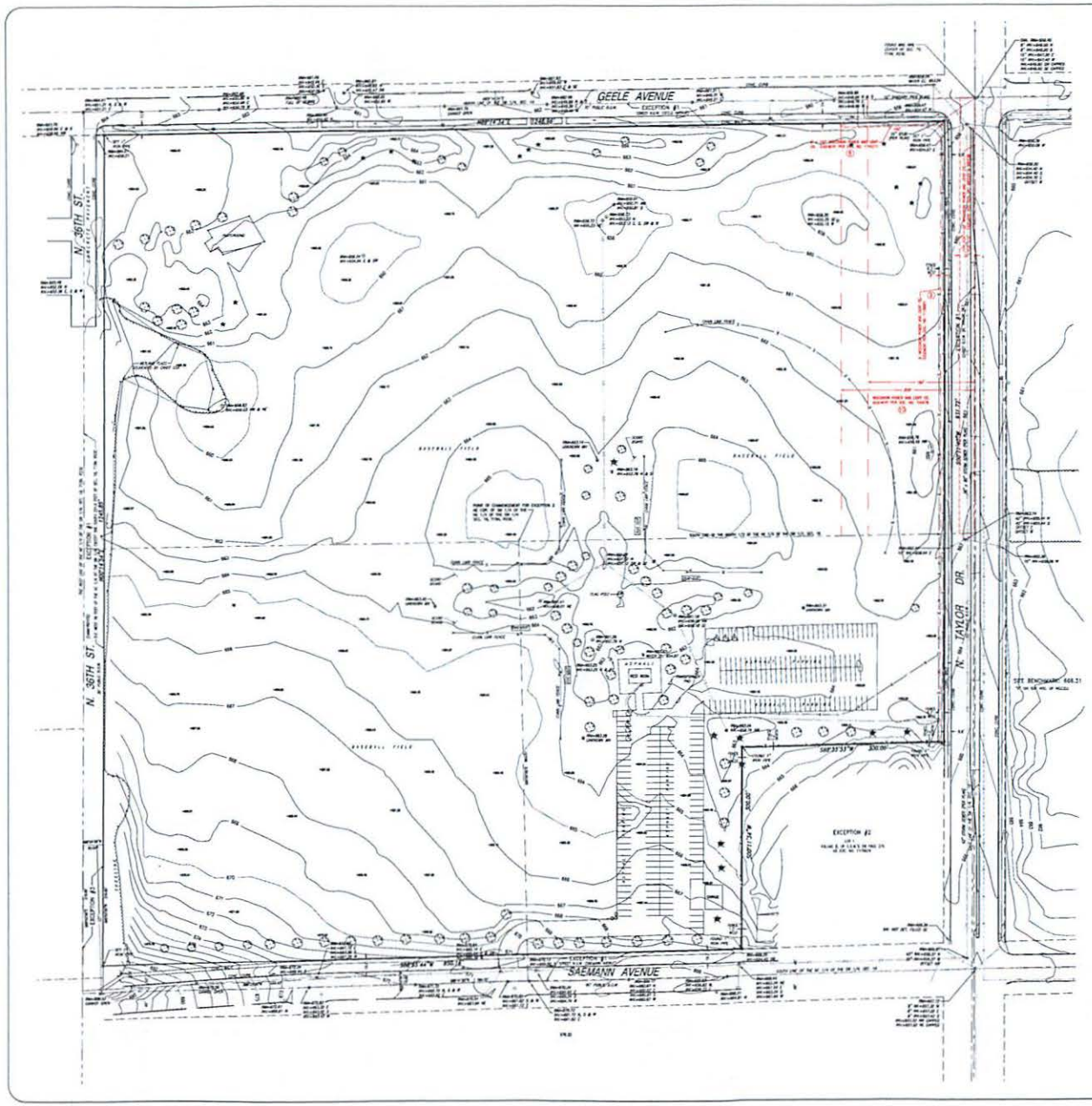
This letter confirms that the Sheboygan Area School District authorizes Jay Wall of Boldt to act as our agent to submit a rezoning application and conditional use application for the property which is located at the southwest corner of Taylor Drive and Geele Avenue for the purpose of building a medical facility.

Sincerely,

Mark Boehlke
Sheboygan Area School District
Assistant Superintendent, Business and Operational Services


Evergreen Park
Aurora Sheboygan Memorial Medical Center
SASD West Parcel
SASD East Parcel
Aurora Sheboygan- Clinic
Roosevelt Park
Optimist Park
Butzen Farm
Sheboygan
Kohler
Sheboygan Falls
North Ave
Main Ave
Geele Ave
Saemann Ave
Superior Ave
Erie Ave
New Jersey Ave
Indiana Ave
Georgia Ave
Union Ave
Mead Ave
Paine Ave
Wilson Ave
Washington Ave
Woodland Rd
Rangeline Rd
Forest Ave
Greenfield Dr
Co Rd Pp
Fond Du Lac Ave
Broadway St
Co Road East E
Prange Rd
Behrens Pkwy
Co Rd Ok S
Sommer Dr
S Taylor Dr
N 40th St
N 21st St
N 15th St
N 13th St
N 12th St
N 10th St
N 8th St
N 7th St
N 6th St
N 3rd St
S 8th St
S 9th St
S 15th St
S 18th St
Broughton Dr
Pine St

KEY MAP



PLAT OF SURVEY
WITH TOPOGRAPHIC DATA

CLIENT
Gaelle & Davis LLP

SITE ADDRESS
1300 Saemann Avenue, City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION
The Northeast 1/4 of the Southwest 1/4 of Section 16, Town 15 North, Range 23 in the City of Sheboygan, Sheboygan County, Wisconsin, excepting therefrom the following:

1. Street right-of-way of Geele Avenue (Parcel 1), Saemann Avenue (Parcel 2) and North Taylor Drive (Parcel 3) as dedicated on an 8 sheet a certified copy of which is recorded in Volume 1 of Record on pages 42-49 as Document Number 1121-75.

2. Covenant Apartments: Lot 1 of the Certified Survey Map recorded in Volume 8 of Certified Survey Maps on page 1 as Document Number 1176874.

3. Part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Sixteen (16), Town Fifteen (15) North, Range Twenty-three (23) East in the City of Sheboygan, Sheboygan County, Wisconsin, described as commencing at the Northeast corner of the Southwest quarter (SW1/4) of the said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Sixteen (16), Town Fifteen (15) North, Range Twenty-three (23) East, thence South 00°01' East six hundred sixty-three and fifteen hundredths (663.15) feet along the East line of said SW1/4 of the NE1/4 of the SW1/4 to the South line of said SW1/4 of the NE1/4 of the SW1/4; thence South 89°41' West one hundred eighty-four and thirty-two hundredths (184.32) feet along said South line; thence North 00°01' West fifteen (15.00) feet; thence South 89°23' West five hundred forty-four and forty-three hundredths (544.43) feet to a point 5 feet West of the East line of North Taylor Street extended North and the point of beginning, thence North 00°01' West two hundred seven (216.00) feet; thence South 89°41' West thirty and two hundredths (30.02) feet to the West line of said SW1/4 of the NE1/4 of the SW1/4; thence South along said West line, two hundred sixteen (216.00) feet, more or less, to a point West of the point of beginning, thence easterly to said point of beginning.

BASIS OF BEARINGS
Bearings are referenced to the North line of the SW 1/4 of Section 16 which bears N89°53'34"E.

TITLE COMMITMENT
This survey was prepared based on First American Title Insurance Company Commitment No. NCS-648411-MKE, effective date of September 04, 2014, revision No. 1 (October 1, 2014) which lists the following easements and/or restrictions from schedule B-II:

1, 2, 3 & 5 visible evidence shown, if any.

4, 6, 7 & 14 not survey related.

8. Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on September 17, 2009 as Document Number 1146251, affects site but location, illegible.

9. Easement for underground electric lines granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on July 6, 2010 as Document Number 1172845, affects site but location, illegible.

10. Easement granted to Wisconsin Power and Light Company recorded in Volume 7 of Contracts on Pages 612-612 as Document Number 704176, affects and by location, illegible.

11. Electric Line Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on October 23, 1957 in Volume 7 of Contracts on Page 575-576 as Document Number 690528, does not affect site by location, illegible.

12. Electric Line Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on October 23, 1957 in Volume 7 of Contracts on Pages 868-869 as Document Number 690529, does not affect site by location, illegible.

13. Easement granted to Wisconsin Power and Light Company recorded on August 26, 1949 in Volume 4 of Contracts on Page 555 as Document Number 463186, affects site by location, granted to owner; cannot be plotted.

PARKING SPACES
There are 236 regular parking spaces and 7 handicap space marked on this site.

FLOOD NOTE
According to the flood insurance rate map of the County of Sheboygan, Community Panel No. 55117C0139H, effective date of April 2, 2009, this site falls in Zone X (Areas determined to be outside the 0.2% annual chance floodplain).

LAND AREA
The land area of the subject property is 1,817,345 square feet or 41.7168 acres.

MUNICIPAL ZONING
[illegible]
Site is zoned: S-R5 (Suburban Residential 5).
Nonresidential Bulk Requirements: per Table 9-302
a. Minimum Lot Area: 6,000 square feet
b. Minimum Lot Width: 70 feet
Minimum Setbacks
c1. Building to Front or Street Side Lot Line: 30 feet
c2. Building to Residential Side Lot Line: 50 feet
c3. Building to Residential Rear Lot Line: 50 feet
d. Building to Nonresidential Side Lot Line: 25 feet
e. Building to Nonresidential Rear Lot Line: 25 feet
f. Peripheral Setback: See 10-1-9(B)(1) when zoning district boundary
g. Minimum Paved Surface Setback: 5 feet from side or rear; 10 feet from street
h. Minimum Building Separation: 50 feet
i. Maximum Building Height: 35 feet
j. Minimum Number of Off-Street Parking Spaces
Required on the Lot: 2 spaces per three patron beds, plus one space per each employee on the largest work shift per Section 11-1-59

I certify that I have surveyed the above described property (Property), and the above map is correct to the best of my professional knowledge and belief and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, apparent rights-of-way and visible encroachments, if any. This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage or guarantee the title thereto, within one (1) year from the date hereof.

Date: October 27, 2014

Donald C. Chaput
President / Owner
Registered Land Surveyor
Registration Number S-1336

WISCONSIN DONALD C. CHAPUT S-1336 REGISTERED LAND SURVEYOR

VICINITY MAP

LEGEND

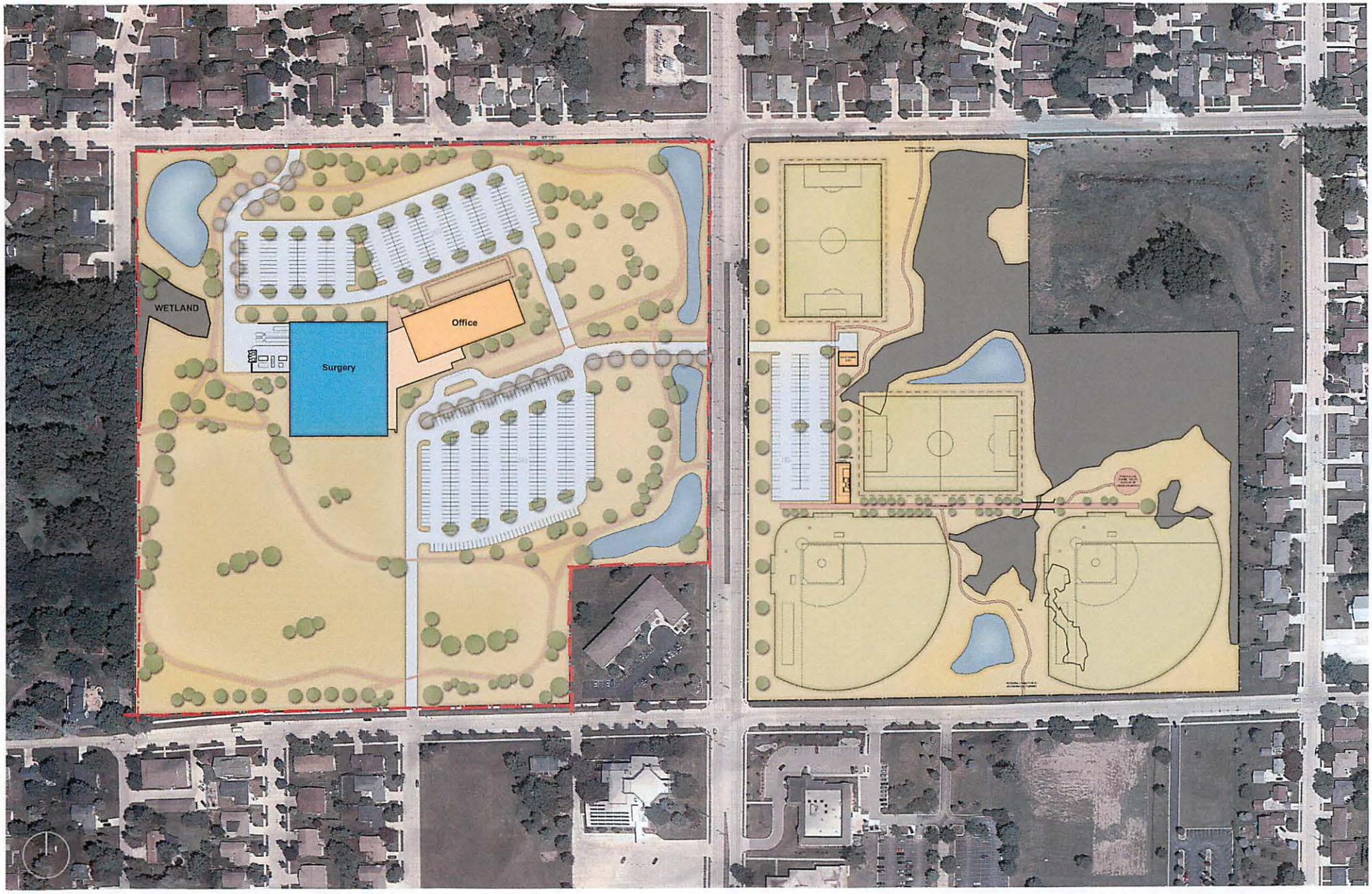
BOLLARDS (SIZE) 1" IRON PIPE	FIRE INDICATOR VALVE	MANTLE
BOLLARDS (SIZE) 1" IRON PIPE	LIGHT POLE	FLAGPOLE
BOLLARDS (SIZE) 1" IRON PIPE	LIGHT POLE	PARKING METER
CONCRETE MARKER	UTILITY POLE	TOILET
SANITARY CLEANOUT OR VENT	GUY POLE	MAILBOX
W. S. MANHOLE	GUY WIRE	RAILROAD CROSSING SIGNAL
UNKNOWN MANHOLE	ELECTRIC MANHOLE	LANDSCAPE SPACE
STORM MANHOLE	ELECTRIC PEDESTAL	CONVERSION TREE
INLET (ROUND)	ELECTRIC METER	DECIDUOUS TREE
INLET (SQUARE)	TELEPHONE MANHOLE	ROOF DRAIN
STORM SEWER (INE SECTION)	TELEPHONE PEDESTAL	DOWN SPOUT
GAS VALVE	TELEPHONE PIL	WATER WY
GAS METER	CABLE TV PIL	WATER WY WM
WATER VALVE	FIBER OPTIC SIGN	WATER ELECTRIC
HYDRANT	TRAFFIC LIGHT	STORMS MHCI
WATER MANHOLE	COMMUNICATION MANHOLE	WATER PEDESTAL
WATER SERVICE (SIGN SIGN)	BOLLARDS	WATER DIRECT TO LINE
WELL HEAD	SOIL BORING/MONITORING WELL	WATER LINE (APPX)
STAND PIPE	WATER SURFACE	FENCE
WELL INDICATOR VALVE	METEOROLOGICAL TOWER	

GRAPHIC SCALE
10 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

CHAPUT LAND SURVEYS INC.
1336 W. WISCONSIN AVENUE
SHEBOYGAN, WISCONSIN
PHONE: 920-458-8

Drawing No. 1374.pdf

CHAPUT LAND SURVEYS INC.



Aurora Sheboygan Surgery Center and Medical Office Building

0 50 150 350


Aurora Health Care

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

SHEBOYGAN BUTZEN RECREATION CAMPUS
PREFERRED CONCEPT ~ PHASE 1

City of Sheboygan
spirit on the lake

ROOSEVELT PARK

OPTIMIST PARK

CLK322B

City Of Sheboygan
City Clerk's Office

**** General Receipt ****

Receipt No: 150166
License No: 0000
Date: 02/12/2015
Received By: CKL
Received From: BOLDT HOLDINGS LLC
Memo:
Method of Payment: $200.00 Check No. 1052
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

II

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

Submitting a request from Chad Pelishek, Director of Planning & Development, to close N. 7th Street from New York Avenue to Wisconsin Avenue and New York Avenue from N. 7th Street to N. 8th 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.

Director of Planning &
Development

II

R. O. No. ____ - 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. 12th St., Georgia Ave. and S. 11th St. indicating the "Speed Limit is 15 mph When Children Are Present".

PP&S

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-8th. 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 12th/Georgia, Georgia, or 11th/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 12th, Georgia, and 11th 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

II

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

Submitting a communication from the Department of Corrections on behalf of Christopher Wilsing requesting a waiver to Sex Offender Residency restrictions in order to live at 930A Michigan Ave. or 1123/1125 N. 14th St.

Susan Richards
City Clerk

PP+S.

FEB 26 '15 PM 2:42

Date 2-26-15

My name is DOC on behalf of Christopher Wilsing

I am requesting a waiver to the Sexual Residency Requirements so I may live at 930-A Michigan Ave, 1123 N. 14th or 1125 N. 14th St.

Signature HR Holly Rick

Phone No (920) 459-6545

II

R. O. No. ____ - 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. Wks.

Susan Richards
City Clerk

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 50th 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

III

4.1

Res. No. - 14 - 15. By Alderperson Hammond, Vander Weele Heidemann, Donohue and Carlson. March 2, 2015.

A RESOLUTION approving the FY 2015 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $813,391 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2015 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Strategic Fiscal Planning Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Strategic Fiscal Planning Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2015 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Strategic Fiscal Planning Committee recommends the funds be distributed as follows:

Street Improvements	$350,000
Foster Commercial Redevelopment	$103,704
NRSA No. 1 Officers	$ 30,000
Stayer Unit Renovation (B&G Club)	$ 20,000
Partners for Community Development	$ 17,500
Habitat for Humanity	$ 7,500
Salvation Army	$ 41,424
Sheboygan County Interfaith Organ.	$ 3,900
Family Service Association	$ 6,240
Safe Harbor	$ 6,000
Shoreline Metro	$ 42,493
Family Connections	$ 1,560
Tee Box, Inc.	$ 2,800
Lakeshore CAP	$ 15,592
Lakeshore Community Health Center	$ 2,000
Program Administration	$162,678

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2015 funds for the activities approved by the Strategic Fiscal Planning Committee.

req

Suspend

Res Pass

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Strategic Fiscal Planning Committee, assurances contained therein and to provide any other information requested by HUD.

_____

_____

_____

_____

_____

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

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193 (exp 5/31/2018)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Sheboygan	3. Grantee's 9-digit Tax ID Number 396005599	4. Date use of funds may begin (mm/dd/yyyy) 04/01/2015
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City Hall 828 Center Avenue Sheboygan, WI 53081 UOG Code: 556000	5a. Project/Grant No. 1 B-15-MC-55-0016	6a. Amount Approved $813,391
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Charlotte John-Gomez		Grantee Name Michael Vandersteen, City of Sheboygan	
Title HUD Community Planning and Development Director		Title Mayor	
Signature Charlotte John-Gomez	Date (mm/dd/yyyy) JUL 17 2015	Signature Michael Vandersteen	Date (mm/dd/yyyy) 7-30-2015

7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 03/30/2015 9b. Date Grantee Notified (mm/dd/yyyy) 07/17/2015 9c. Date of Start of Program Year (mm/dd/yyyy) 04/01/2015	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant

	FY (2015)	FY ( )	FY ( )
a. Funds Reserved for this Grantee	$813,391		
b. Funds now being Approved	$813,391		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Hall\ 828 Center Avenue Sheboygan, WI 53081
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Title Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2022. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2022. (Source: 31 U.S.C. 1551-1557)

(b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

(c) The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

(d) The grantee, unit of general local government or Insular Area that that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974 (the Act). (Source: P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund)

(e) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund)

(f) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownsfield as defined in the Small Business Liability Relief and Brownsfield Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain. (Source: P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title IV, General Provisions, Section 407)

(g) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

DOCUMENT #5262

An agreement between City of Sheboygan and CDBG Grant from the U.S. Department of Housing and Urban Development.

Res. No. 158-14-15.

March 2, 2015.

III

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

A RESOLUTION accepting a donation of 1222 Huron Avenue for rehabilitation and re-sale from Wells Fargo, N.A.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Program Housing Rehabilitation Program to renovate the property;

WHEREAS, City staff has toured the property and recommends accepting the donation;

WHEREAS, the purpose of accepting the donation would be to renovate and sell to an owner-occupied family in conjunction with our neighborhood revitalization efforts to be bring more stability to neighborhoods.

RESOLVED: That the Mayor and City Clerk are authorized to sign all documents necessary to transfer this property to the City of Sheboygan.

reg.

suspend

pass Res

_____

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

DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **1222 HURON AVE SHEBOYGAN, WI 53081** ("Property"), dated and effective as of this 17TH day of FEBRUARY, 2015, between **Wells Fargo Bank, N.A.,** a national banking association ("Donor") and **CITY OF SHEBOYGAN**, a ("Donee").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

A. Donor acquired the Property(ies) identified on Exhibit A through the foreclosure process.

B. Donor did not originally construct any of the improvements forming part of any Property. Donor has not occupied any Property for its own use.

C. Due to Donor's lack of familiarity with the Properties, Donor is unwilling to make any representations or warranties whatsoever regarding the Properties and Donor is only willing to grant Donee the Properties on an **"as is, where is"** and **"with all faults"** basis.

D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an **"as is, where is"** and **"with all faults"** basis.

AGREEMENT

1. **DONATION**.

1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").

1.2 **Transfer**. Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Donation Agreement.

1.3 **Title**. Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

1.4 **Further Assurances**. Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY**.

2.1 **DONEE'S ACKNOWLEDGMENTS. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:**

(a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.

(b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.

(c) Endangered Species. Endangered plant, animal and insect species.

(d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.

(e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.

(f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.

(g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.

(h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

(i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

(j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.

(k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.

(l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.

(m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.

(n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 **RELEASE AND INDEMNITY**.

(a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

(b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**

(c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.**

3. **CLOSING DATE. IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.**

4. **GENERAL PROVISIONS**

4.1 **Successors and Assigns**. This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

4.2 **Entire Agreement**. This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.3 **Time of Essence**. Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

4.4 **Partial Invalidity**. If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

4.5 **Governing Law**. The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

4.6 **No Third Parties Benefits**. No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.

4.7 **Waivers**. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.

4.8 **Captions**. The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.

4.9 **Counterparts**. To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.10 **No Presumption**. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.

4.11 **Notices**. Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF SHEBOYGAN**

_____

_____

If to the Donor:

Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: Emmeline Quinde, MAC# X2301-049

With a copy to:

Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: General Counsel, MAC X9903-03K

4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

CITY OF SHEBOYGAN

Signature: _____

Print Name: _____

Title: _____

DONOR:

WELLS FARGO BANK, N.A.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY ADDRESS

1222 HURON AVE
SHEBOYGAN, WI 53081

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHEBOYGAN, STATE OF Wisconsin, AND IS DESCRIBED AS FOLLOWS:
THE EAST 42 FEET OF THE SOUTH 50 FEET OF LOT 8 AND THE WEST 48 FEET OF THE SOUTH 50 FEET OF LOT 9, IN BLOCK 24 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN.
Parcel ID: 59281700470

OFAC CERTIFICATE

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Buyer 1

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 2

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 3

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer's Agent Information

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

Buyer's Company/Corporation/Partnership

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

CITY OF SHEBOYGAN

List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:

Corporation Tax ID:

If Wells Fargo Bank, N.A. finds in it sole and absolute discretion that any purchaser meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

III

Res. No. 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:

FROM	TO	AMOUNT
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:

FROM	TO	AMOUNT
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

FROM	TO	AMOUNT
Establish appropriation for 8th Street Bridge Project with the State of Wisconsin Department of Transportation:		
Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund 8th Street Bridge 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.

_____

_____

_____

_____

_____

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 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

_____

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) 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)

III

Res. No. ____ - 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

_____

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

Commercial Facade Loan Program
Proposal for RDA

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

Eligibile 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.

III

Res. No. _____ - 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. 5th Street to N. 7th 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 Wks

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.

_____

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 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. 8th 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. 8th Street Bridge, Wisconsin DOT Project ID 4996-19-00/71. The account number for funding is 40033170-631100.

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

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. 8th 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.

_____		Ayres Associates Inc
OWNER		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, 8th 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

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.

EXHIBIT 1

PROJECT WORK PLAN

FOR

Project ID 4996-19-00

City of Sheboygan, 8th 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

AYRES ASSOCIATES

Project Description

The project consists of repainting and repairs on the structural steel along with concrete surface repairs on the S. 8th 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. 8th 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. 8th 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. 14th Street (WIS 28) to Pennsylvania Avenue and back to S. 8th 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 affect 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. 8th Street will be closed to thru vehicular and pedestrian traffic. Traffic control to close S. 8th 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	-	-	-	-	-
TOTALS		13,798.58	25,338.35	1,257.12	3,130.95	43,525.00

Indirect Home Office Rate 183.63%
Fixed Fee: 8.00%

UNIVERSITY of WISCONSIN
UWMILWAUKEE
UWM Cultural Resource Management

UWM CRM
Helping to Ensure the Future of the Past

Sabin Hall, Rm 290
3413 N. Downer Ave
Milwaukee, WI
53211-0413
414 229-3078 phone
414 229-5848 fax

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 8th 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.

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

	PERSONNEL											
	Senior				LTE				Students			
TASK	Title	$/hr	Hrs	Total$	Title	$/hr	Hrs	Total$	Title	$/hr	Hrs	Total$
Coordination	Principal Inv.	28.9	2	$57.80				$0.00				
& Administration	Archaeologist	20.2		$0.00	Res. Assoc	17		$0.00				
	Arch Hist.	20.2		$0.00								
Architectural/	Principal Inv.	28.9	2	$57.80	Supvsr 1	17		$0.00				
Historical	Proj. Mgr	20.2	22	$444.40	Suprvsr 2			$0.00				
Investigations	Archaeologist	23.5		$0.00	Tech 1	17	4	$68.00				
& Report				$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

AYRES ASSOCIATES

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.....$104.85Day
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.
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:

1. Meal and lodging rates differ by location.
2. Go to www.gsa.gov/perdiem for a map of the continental United States.
3. Search the projects location by City, State, or Zip Code.
4. Cities not appearing on website may be located within a county for which rates are listed.
5. To determine what county a city is in, visit www.naco.org/pages/default.aspx and click "About Counties".

Last updated 05/04/2014

AYRES ASSOCIATES

Reimbursable Expense Schedule (October 1, 2014)

Vendor Supplies - Actual Cost

Aerial mapping	Equipment rental	Models	Shipping/postage (mass mlgs)
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 Matls 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/matls	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	

Last updated 05/04/2014

III

Res. No. ____ - 14 - 15. By Alderperson Donohue. March 2, 2015.

A RESOLUTION adopting an official mission/vision statement and core values.

WHEREAS: City Department Heads met and recommend an updated mission/vision statement and core values for the City of Sheboygan.

RESOLVED: That the Common Council hereby adopts an official Mission/Vision Statement and Core Values for the City of Sheboygan to read as follows:

MISSION STATEMENT: "The City of Sheboygan is dedicated to providing residents, the business community, and visitors with fiscally-responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

VISION STATEMENT: "The City of Sheboygan will be a family-oriented and prosperous community with a wide variety of housing, business, cultural and recreational opportunities in safe and attractive neighborhoods."

CORE VALUES: "Respect, Accountability, Teamwork, Innovation, Fiscal Responsibility, Service"

BE IT FURTHER RESOLVED: That any prior mission/vision statements are hereby repealed.

Com of Whole

_____

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 2, 2015.

Your Committee to whom was referred Res No. 144-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establish revenue and appropriations for 2014 Community Development Block Grant Entitlement Program); recommends that the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.3

Res No. 144 - 14 - 15. By Alderperson Hammond. February 2, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establish estimated revenue and appropriation for 2014 Community Development Block Grant Entitlement Program:

FROM	TO	AMOUNT
Community Block Grant Fund Entitlement 21461100-431901-0	Community Block Grant Fund Land Improvements 21461100-611100	$80,000

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

Finance approved

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

X

Gen. Ord. No. ____ - 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

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

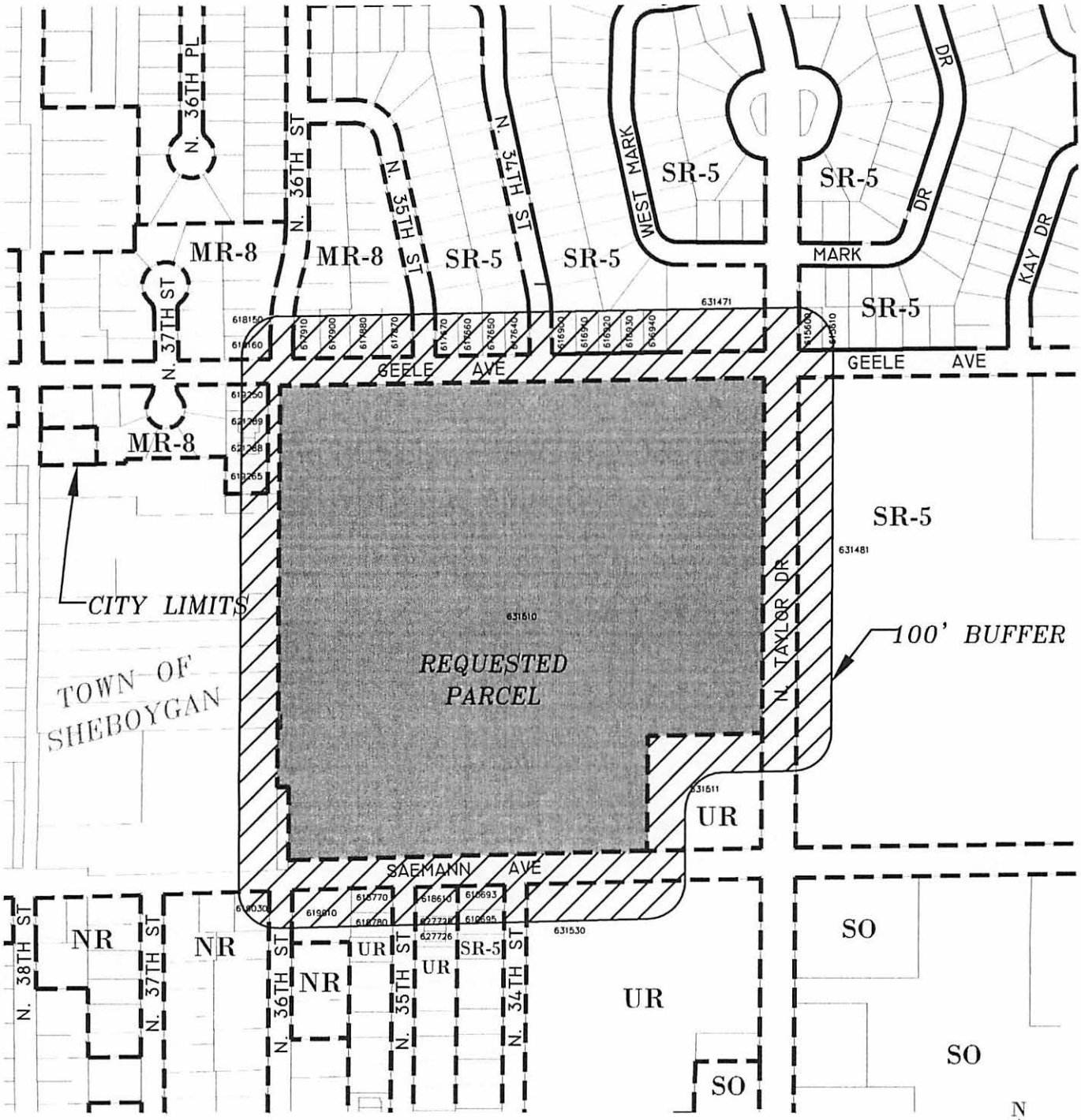
Approved _____ 20____. _____, Mayor

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



City of Sheboygan
spirit on the lake

0 200 400 800 Inches
1" = 400'

N W E S

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

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" W 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. 300' TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" W 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.

ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

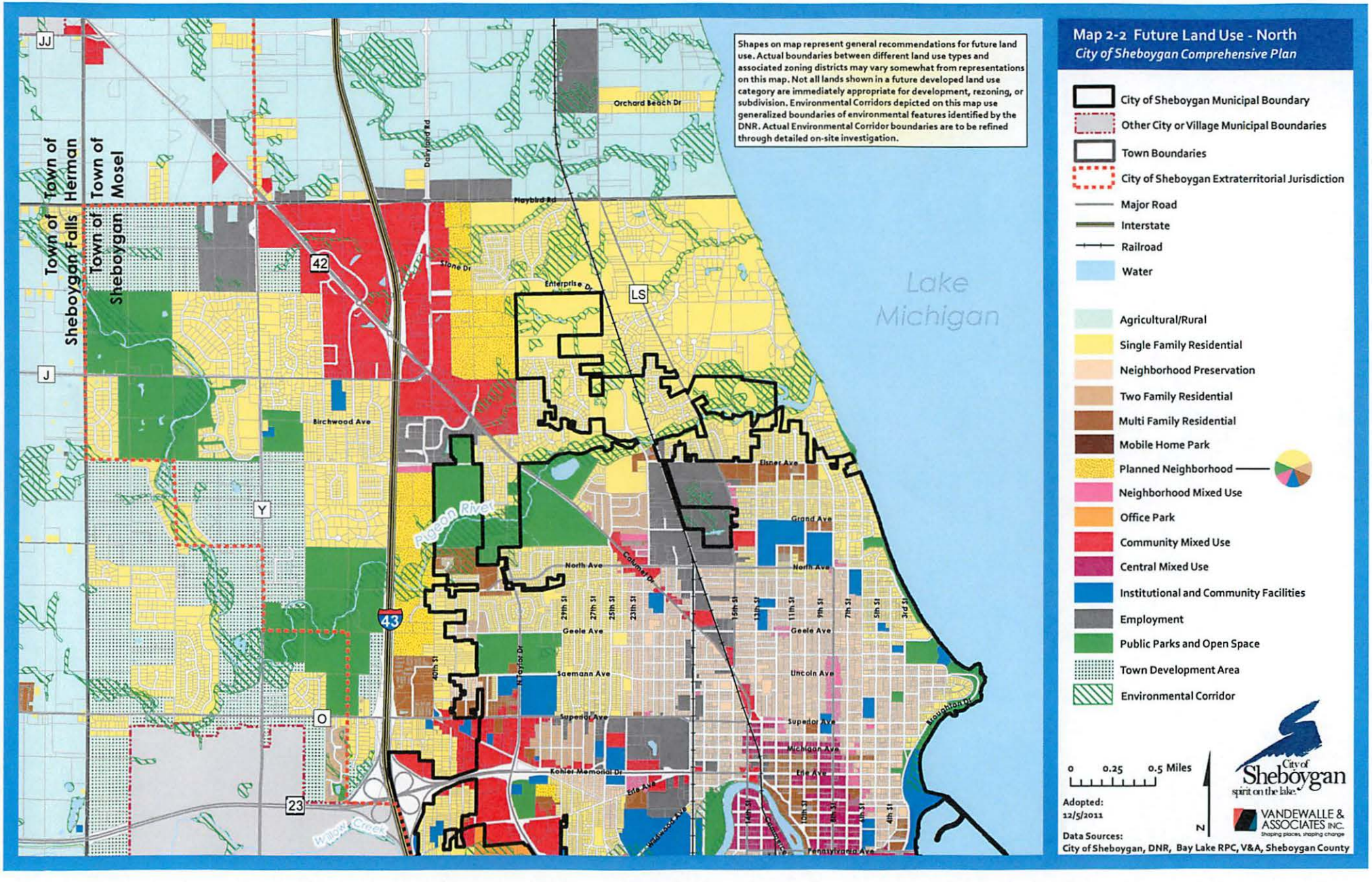
NR - NEIGHBORHOOD RESIDENTIAL

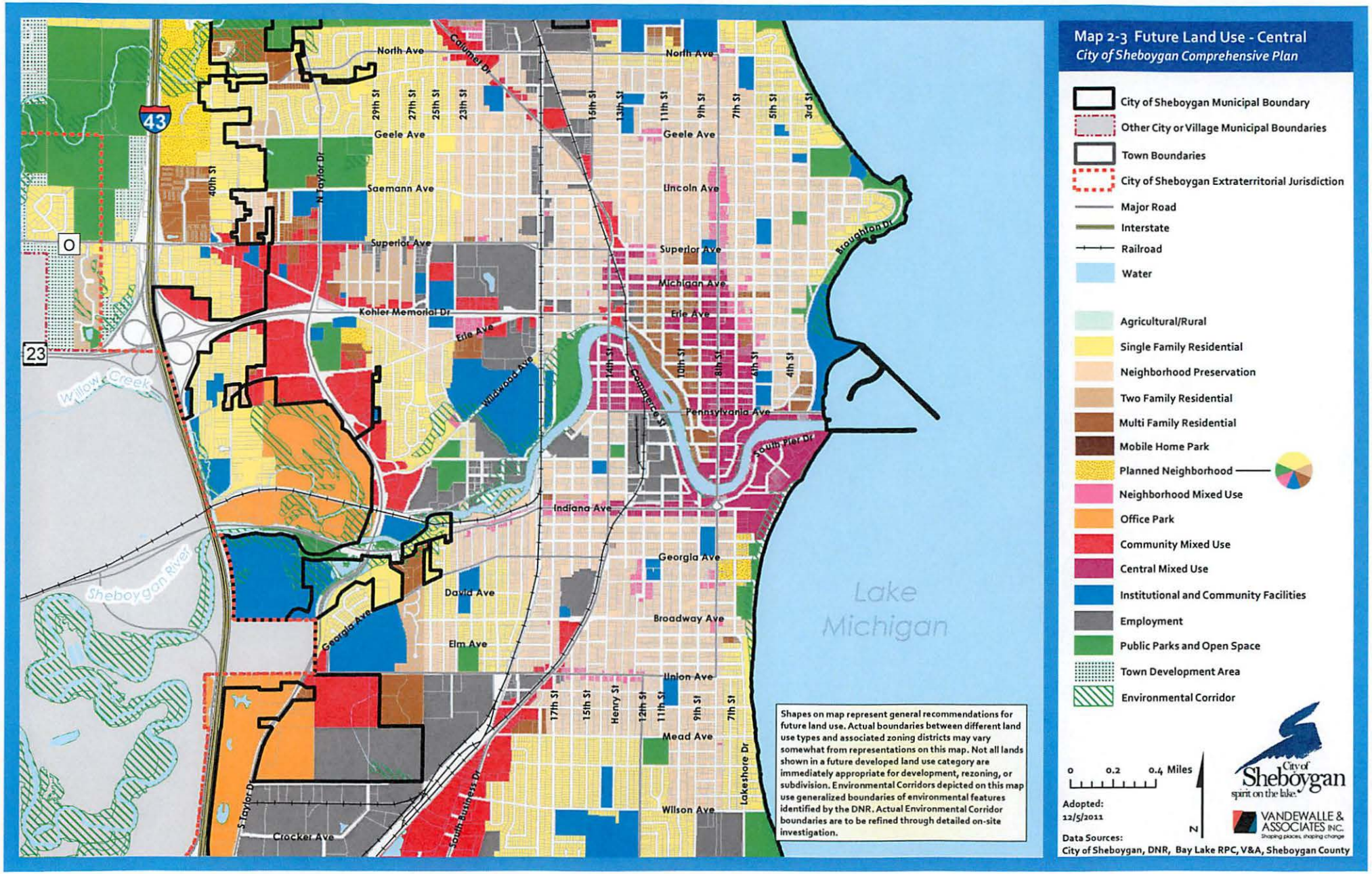
SO - SUBURBAN OFFICE

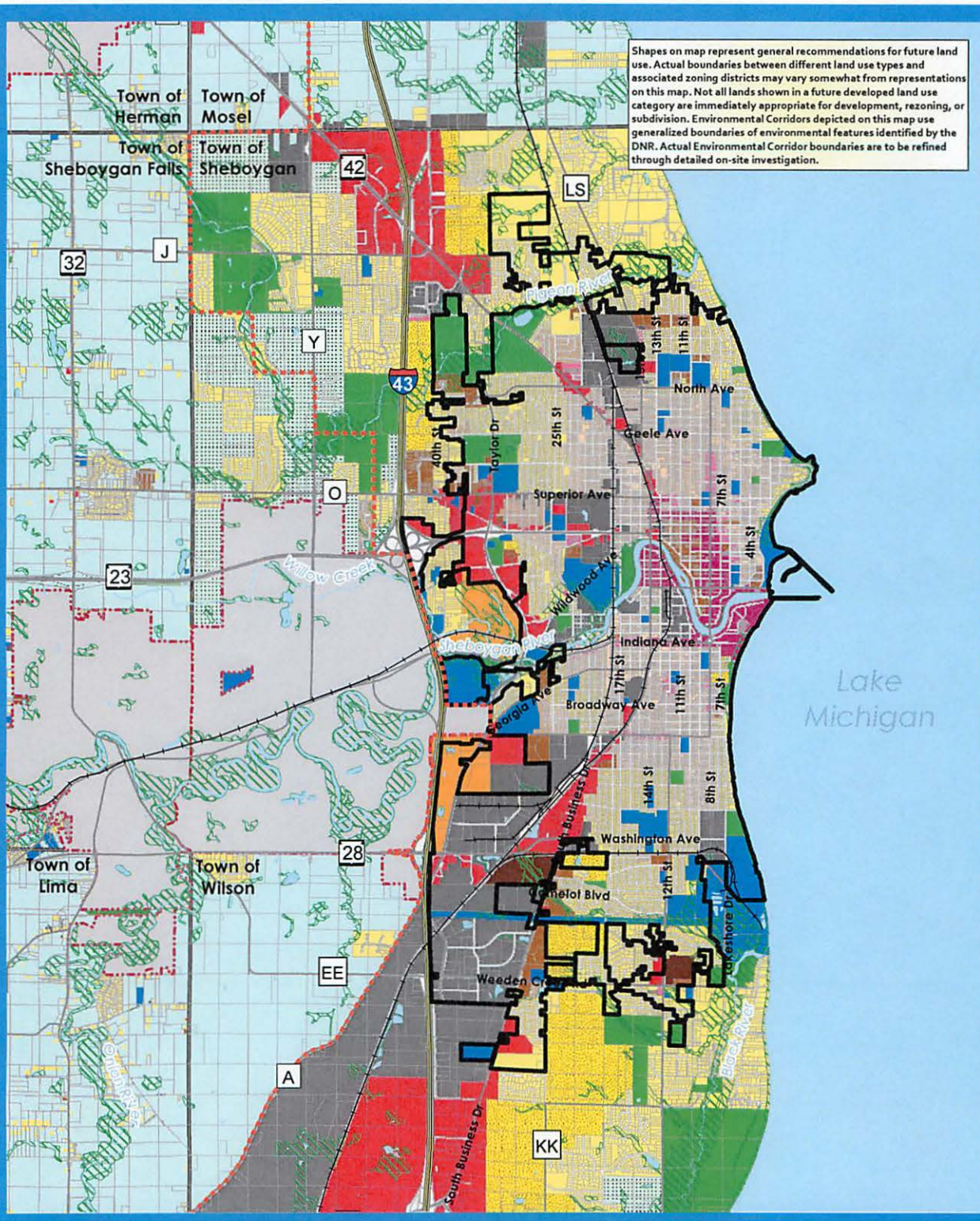
SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake


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
N
Adopted:
12/5/2011
Data Sources:
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County
City of Sheboygan
spirit on the lake.
VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change
Town of Herman
Town of Mosel
Sheboygan Falls
Town of Sheboygan
Lake Michigan
Pigeon River
Willow Creek
Orchard Beach Dr
Daisyland Rd
Maybird Rd
Stone Dr
Enterprise Dr
Birchwood Ave
Elsner Ave
Grand Ave
North Ave
Colonial Dr
Geele Ave
Saemann Ave
Superior Ave
Kohler Memorial Dr
Erie Ave
Lincoln Ave
Michigan Ave
Pennsylvania Ave
Broughton Dr
N Taylor Dr
Wisconsin Ave
29th St
27th St
25th St
23th St
15th St
13th St
11th St
9th St
7th St
5th St
3rd St
40th St
14th St
10th St
8th St
6th St
4th St
JJ
J
Y
O
42
43
23
LS


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
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.
0 0.2 0.4 Miles
N
Adopted:
12/5/2011
Data Sources:
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County
City of Sheboygan
spirit on the lake
VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change
Lake Michigan
Sheboygan River
Willow Creek
North Ave
Geele Ave
Saemann Ave
Superior Ave
Kohler Memorial Dr
Erie Ave
Lincoln Ave
Michigan Ave
Pennsylvania Ave
South Pier Dr
Broughton Dr
Indiana Ave
Georgia Ave
Davis Ave
Elm Ave
Broadway Ave
Union Ave
Mead Ave
Wilson Ave
Crocker Ave
Columbus Dr
N Taylor Dr
S Taylor Dr
South Business Dr
Commerce St
Lakeshore Dr
Villawood Ave
29th St
27th St
25th St
23th St
40th St
16th St
13th St
11th St
9th St
7th St
5th St
3rd St
14th St
10th St
8th St
6th St
4th St
17th St
15th St
Henry St
12th St
43
O
23



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

N

City of Sheboygan
spirit on the lake.

Adopted: 12/5/2011

VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

Data Sources: City of Sheboygan, DNR, V&A, Bay Lake RPC, Sheboygan County

XI

5.3

Res. No. 151 - 14 - 15. By Alderpersons Heidemann, Belanger and Thiel.
February 16, 2015.

A RESOLUTION authorizing entering into contract for purchase of Vermeer tow behind stump cutter.

WHEREAS, the cost of the equipment is $45,634; and

WHEREAS, the Motor Vehicle Superintendent has researched various vendors and found the last 2014 unit in stock at a considerable savings over the 2015 models;

RESOLVED: That the Purchasing Agent is authorized to enter into contract for a Vermeet tow behind stump cutter and draw orders on Motor Vehicle Fund Account # 70136100-641400 for payment.

Lies over

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

5.2

Res No. 152 - 14 - 15. By Alderpersons Hammond, Belanger, Carlson, Donohue and Kath. February 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 purchase of a Kawasaki Mule multi use vehicle:

FROM	TO	AMOUNT
Motor Vehicle Fund Vehicle Maintenance 70136100-522110	Motor Vehicle Fund Light Equipment 70136100-641200	$8,900

FROM	TO	AMOUNT
Motor Vehicle Fund Unreserved Retained Earnings 701-272000	Motor Vehicle Fund Heavy Equipment 70136100-641400	$45,634

Establish appropriation for purchase of a Vermeer stump cutter:

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

Lies over

Darryl D. Carlson

Julie Kath

John Belanger

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Other Matters

II

8.1

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

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

Law + Lic.

Susan Richards
City Clerk

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

No.	Name	Address
3113	Phillips 66	905 Indiana Ave.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

No.	Name	Address
3112	Black Stone	1402 S. 8th St.

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

No.	Name	Address
3112	Black Stone	1402 S. 8th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
5840	Coenen, William F.(Club)	4106 N. 46th St.
9922	Gutke, Madeleine E.	719A Greendale Rd.
0689	Kelly, Joseph M.	510 Riverview Ct., Deforest
0687	McElroy, Mecca L.	1828 N. 9th St.
0685	Morado, Alina N.	604 N. 13th St.
0688	Roethel, Carrie S.	1740 S. 14th St.
0686	Schoerner, Makayla A.	1220 S. 19th St.
8891	Timilsaina, Lekhanath	2632 Georgia Ave., #22
5263	Wagner, Tracy L.	2114 N. 18th St.
0691	Wilsing, Amanda J.	3515 N. 10th St.

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
0570	Anderson, Anthony G.	1941 N. 12th St.
0417	Jackson, Clifford L.	1402 S. 9th St.
0690	Kohlmann Jr., Francis W.	3229 N. 28th St.

III

Other Matters

8.2

Res. No. ____ - 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

_____

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

CVSHealth

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,

Gail L. Beaulieu
Legal Assistant, Real Estate

Enclosures

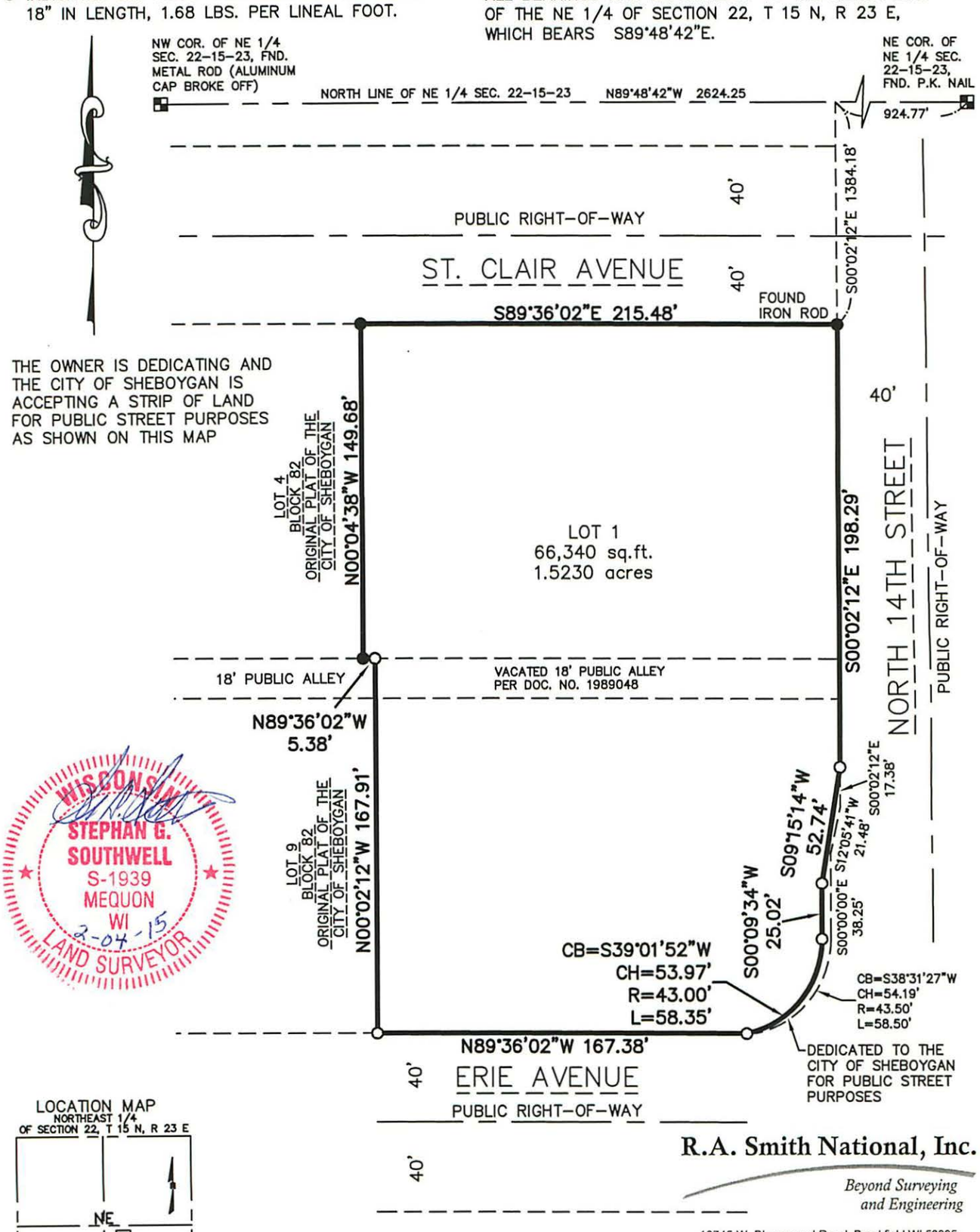
CERTIFIED SURVEY MAP NO. _____

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

O 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.



R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\5165936\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

STEPHAN G. (SEAL)
STEPHAN G. SOUTHWELL
PROFESSIONAL LAND SURVEYOR S-1939

WISCONSIN
STEPHAN G. SOUTHWELL
S-1939
MEQUON
WI
LAND SURVEYOR

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 the 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~~ she executed the foregoing instrument as such officer, by its authority.

_____ (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

WISCONSIN
STEPHAN G. SOUTHWELL
S-1939
MEQUON
WI
2-04-15
LAND SURVEYOR

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

WISCONSIN
STEPHAN G.
SOUTHWELL
S-1939
MEQUON
WI
2-04-15
LAND SURVEYOR

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

II

8.4

R. O. No. ____ - 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.

Susan Richards
City Clerk

Finance

HARBOR CENTRE™
DOWNTOWN/RIVERFRONT/SOUTH PIER
SHEBOYGAN, WISCONSIN

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,

David O. Gass
President

Dave Hoffman
Manager

621 SOUTH 8TH STREET
SHEBOYGAN, WISCONSIN 53081
TELEPHONE (920) 452-6921
www.harborcentre.com