ATTACHMENTS

CITY OF SHEBOYGAN

FOURTEENTH REGULAR COMMON COUNCIL MEETING

M**onday, October 18, 2021**

ALDERPERSONS PRESENT:
Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde (remote), Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 8.

AILDERPERSON ABSENT AND EXCUSED:
Markus Savaglio - 1.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES - 13th Regular Council meeting held on October 4, 2021

MOTION TO APPROVE MINUTES
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster- 8.

1.4 ELECTION - Election to be held this evening to fill the unexpired term of Alderperson - District 10.

Joseph Heidemann, Susan J. Holzschuh, Robert W Puckett II, Todd W. Reinemann, and Andre L Walton all spoke.
Motion by Roberta Filicky-Peneski, second by Dean Dekker that all candidates who provided applications to the City Clerk are hereby nominated, that any additional nominations be received from the floor, with voting to be done by open ballot via the instant runoff method where each voter will rank the candidates in order of preference. If no candidate receives a majority of first-choice votes, the candidate with the fewest votes will be eliminated and those votes transferred to their second choices. Ties will be broken by looking back to who received the most votes in the previous rounds. This process is repeated until a candidate has a majority. A candidate cannot be elected unless he or she is ranked on a majority of ballots.
Motion by Roberta Filicky-Peneski, seconded by Barbara Felde to close nominations.
After voting was completed, Andre L Walton was appointed as the Alderperson for District 10 to complete the remaining term. City Clerk, Meredith DeBruin administered the Oath of Office.

1.5 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

1.6 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. CONSENT

2.1 MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES
Motion by Roberta Filicky-Peneski, second by Dean Dekker.

Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

2.2 R. C. No. 122-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 86-20-21 by Finance Director reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 8001 in the amount of $21,930.62 billed to Sign Me Up of Wisconsin, LLC regarding damage to a traffic control cabinet at 25th Street and Kohler Memorial Drive on the 25th of June, 2020, has been settled with payment to the City of Sheboygan in the amount of $17,460.48. The amount remaining of $4,470.14 shall be written off due to the negotiated settlement; recommends filing the report.

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE REPORT
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

2.3 R. C. No. 123-21-22 by Public Works Committee to whom was referred Res. No. 74-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to release part of an existing drainage easement and accept a new drainage easement on property owned by Fifth Generation Properties LLC along Gateway Drive between Weeden Creek Road and Behrens Parkway; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

2.4 R. C. No. 124-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 25-21-22 by Alderpersons Felde and Filicky-Peneski repealing Sheboygan Municipal Code Section 38-3 relating to wards and voting polls and repealing Section 38-4 relating to aldermanic districts; recommends adopting the Ordinance.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

3. REPORT OF OFFICERS

3.1 R. O. No. 90-21-22 by City Clerk submitting a claim from Greg McGuire for alleged damages to his property at 913A St. Clair Avenue when a garbage truck broke a hand railing on the back porch. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 91-21-22 by Director of Planning and Development submitting the 2022 Business Improvement District (BID) Statement of Purpose, dated October 12, 2021, and the BID's 2022 Operating Budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 93-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2021 and ending September 30, 2021. REFER TO LICENSING, HEARINGS,

AND PUBLIC SAFETY COMMITTEE

3.5 R. O. No. 94-21-22 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2021 and ending September 30. 2021. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 76-21-22 by Alderpersons Felde and Filicky-Peneski authorizing the IT Director to execute all necessary documents to enter into a contract with Darktrace Holdings Limited related to cybersecurity, and authorizing the Finance Director to make all necessary accounting entries as a result of the contract. LAYS OVER

4.2 Res. No. 77-21-22 by Alderpersons Mitchell and Filicky-Peneski amending Res. No. 103-20-21 to correct the 2020 property tax levy, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.3 Res. No. 78-21-22 by Alderpersons Felde and Filicky-Peneski authorizing expenditure of funds received as part of the Criminal Justice, Law Enforcement Drug Trafficking Response (2022) Grant Solicitation. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.4 Res. No. 79-21-22 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan Emergency Systems. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.5 Res. No. 80-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute the Timber Sale Agreement with Lakeshore Forest Products Inc. REFER TO PUBLIC WORKS COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 125-21-22 by Finance and Personnel Committee to whom was referred Res. No. 70-21-22 by Alderpersons Mitchell and Filicky-Peneski approving the adjustment of allowable city tax levy for 2021 payable in 2022 pursuant to Wis. Stat. § 66.0602(3)(f); recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Trey Mitchell, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

5.2 R. C. No. 126-21-22 by Finance and Personnel Committee to whom was referred Res. No. 71-21-22 by Alderpersons Mitchell and Filicky-Peneski expressing the Common Council's intent regarding funds received by the City of Sheboygan through the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act, and authorizing the expenditure of ARPA funds for Administrative Expenses; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Trey Mitchell, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

5.3 R. C. No. 127-21-22 by Finance and Personnel Committee to whom was referred Res. No. 72-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Trey Mitchell, second by Grazia Perrella.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

5.4 R. C. No. 128-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 73-21-22 by Alderpersons Felde and Filicky-Peneski amending the ward boundaries for the City of Sheboygan following the official publication of the United States census data for the State of Wisconsin; recommends adopting the Resolution with the updated attachments.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION WITH UPDATED ATTACHMENTS
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

5.5 R. C. No. 129-21-22 by Finance and Personnel Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends adopting the Resolution. REFER TO COMMITTEE OF THE WHOLE

5.6 R. C. No. 130-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends adopting the Resolution. REFER TO COMMITTEE OF THE WHOLE

5.7 R. C. No. 131-21-22 by Public Works Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends adopting the Resolution. REFER TO COMMITTEE OF THE WHOLE

6. GENERAL ORDINANCES

7. OTHER MATTERS AUTHORIZED BY LAW

7.1 R. O. No. 95-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

8. CLOSED SESSION

8.1 Motion to convene in Closed Session under exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive and bargaining reasons require a closed session related to a development opportunity at the former Sheboygan Press building located at 632 Center Avenue and S2A Modular development agreement in the SouthPointe Enterprise Campus.

MOTION TO CONVENE IN CLOSED SESSION
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

9. ADJOURN MEETING

9.1 Motion to Adjourn

MOTION TO ADJOURN 7:36 PM
Motion by Roberta Filicky-Peneski, second by Grazia Perrella.

Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

CITY OF SHEBOYGAN

SECOND SPECIAL COMMON COUNCIL MEETING

Monday, October 25, 2021

ALDERPERSONS PRESENT:
Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde (remote), Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

ALDERPERSON ABSENT AND EXCUSED:
Markus Savaglio - 1.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 MAYORAL APPOINTMENT - Andre Walton to Public Works Committee - Lays over.

1.4 PUBLIC FORUM - No one spoke.

2. HEARING

2.1 Potential action to set rules for the hearing scheduled this evening, including such things as limiting the length of time given to each speaker. There was no objection to limiting the time to 4 minutes per speaker.

2.2 Hearing No. 10-21-22 pursuant to Chapter 65.90 of the Laws of Wisconsin, and notice published, there is a hearing scheduled for this evening on the annual budget. Any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2022 budget.

MOTION TO OPEN THE HEARING
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

The following people spoke:
Maeve Quinn, Lisa Vihos, Kathie Norman, Nancy Mannchen, Geralyn Leannah, and Marcos Guevara

MOTION TO CLOSE THE HEARING
Motion by Roberta Filicky-Peneski, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

3. REPORT OF COMMITTEES

3.1 R. C. No. 132-21-22 by Committee of the Whole to whom was referred R. C. No. 129-21-22 by Finance and Personnel Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends adopting the Resolution.

MOTION TO amend Resolution adjusting the Capital Improvement Fund Budget to increase expenditure line Sidewalks/Trail Improvements (Account #40033140-631300) by $100,000 funded by increasing Fund Balance Applied (Account #40015100-499999) for sidewalk projects.

Motion by Grazia Perrella, second by Dean Dekker.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.
Mayor states the document will Lay Over as amended until the November 1, 2021 council meeting.

3.2 R. C. No. 133-21-22 by Committee of the Whole to whom was referred R. C. No. 130-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends filing the document. RECEIVE THE R. C. AND FILE THE DOCUMENT

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT
Motion by Dean Dekker, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

3.3 R. C. No. 134-21-22 by Committee of the Whole to whom was referred R. C. No. 131-21-22 by Public Works Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends filing the document. RECEIVE THE R. C. AND FILE THE DOCUMENT

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT
Motion by Dean Dekker, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

4. MATTERS LAID OVER

4.1 Res. No. 76-21-22 by Alderpersons Felde and Filicky-Peneski authorizing the IT Director to execute all necessary documents to enter into a contract with Darktrace Holdings Limited related to cybersecurity, and authorizing the Finance Director to make all necessary accounting entries as a result of the contract.

MOTION TO ADOPT RESOLUTION
Motion by Roberta Filicky-Peneski, second by Barbara Felde.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

5. ADJOURN MEETING

5.1 Motion to Adjourn

MOTION TO ADJOURN 6:23 PM
Motion by Roberta Filicky-Peneski, second by Grazia Perrella.
Final Resolution: Motion Passes
Aye: Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster, Andre Walton - 9.

1.3

City of Sheboygan
spirit on the lake

October 19, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

PUBLIC WORKS COMMITTEE

NAME	TERM START	EXPIRES
Andre Walton	04/20/2021	04/18/2022

Ryan Sorenson

RYAN SORENSON, MAYOR

Lay over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

II

R. O. No. ___ - 21 - 22. By BOARD OF WATER COMMISSIONERS. November 1, 2021.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2021.

The water pumpage increased 2.60% from the same period in 2020. 1,275,383,000 gallons were pumped in the second quarter 2021, compared to 1,243,023,000 in 2020.

Year to date Operating Revenue at the end of the third quarter 2021 increased by $961,435 compared to year to date 2020. The net income for the Utility, as of the end of September, 2021 is $1,245,542. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2021:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	0.0
Number of feet of 6 inch water main installed	12.0
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	14.4
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	26.0
Number of water main breaks repaired	0
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	6
Number of water main valves installed, repaired, removed, or replaced	12
Number of water service connections installed	6

Details are shown on the attached reports.

Other Utility Business:

The Water Utility received construction authorization from the Wisconsin Public Service Commission of $46M for its raw water improvements project. All permits from WDNR have also been received, and the Utility now anticipates advertising for bids as early as mid-November.

WDNR has also authorized a safe drinking water loan of $38M for the raw water improvements project.

In addition, the Utility's contractor completed work on the Georgia Avenue water main and lead service line replacement project.

A transition to a new online payment platform took place.

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Thomas E. Howe, Secretary

Richard Dale, Member

Attachments - Balance Sheet
Income Statement
Distribution System Quarterly Report
High Lift Delivery Operations Quarterly Report

HIGH LIFT DELIVERY QUARTERLY REPORT 2021

I. FIRST QUARTER	Jan - Feb - Mar			
		GALLONS	COST $	$/MG
	2020	1,061,714,000	$217,156.22	$204.53
	2021	1,055,591,000	$181,125.65	$171.59
	Percent Difference	-0.58%	-16.59%	-16.11%

II. SECOND QUARTER	Apr - May - Jun			
		GALLONS	COST $	$/MG
	2020	893,284,000	$159,034.60	$178.03
	2021	1,115,306,000	$168,613.25	$151.18
	Percent Difference	24.85%	6.02%	-15.08%

III. THIRD QUARTER	Jul - Aug - Sep			
		GALLONS	COST $	$/MG
	2020	1,243,023,000	$192,566.59	$154.92
	2021	1,275,383,000	$191,262.23	$149.96
	Percent Difference	2.60%	-0.68%	-3.20%

IV. FOURTH QUARTER	Oct - Nov - Dec			
		GALLONS	COST $	$/MG
	2020	1,048,003,000	$174,953.96	$166.94
	2021	0	$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

YEAR TO DATE : 2021				
		GALLONS	**COST $**	**$/MG**
	2020	**4,246,024,000**	**$743,711.37**	**$175.15**
ELECTRICITY CHEMICALS NATURAL GAS	**2021**	**3,446,280,000**	**$541,001.13**	**$156.98**
	Percent Difference	**-18.84%**	**-27.26%**	**-10.38%**

YEAR TO DATE : 2021			
		GALLONS	**COST $**
	2020	**4,763,025**	**$33,411.14**
SLUDGE DISPOSAL to WWTP	**2021**	**2,867,519**	**$31,290.37**
	Percent Difference	**-39.80%**	**-6.35%**
STORM WATER CHARGES	**2021**	**NA**	**$0.00**

HIGH LIFT SYSTEM DELIVERY :			
	Maximum Pumpage Day	17,207,000	July 26, 2021
	Minimum Pumpage Day	7,251,000	January 1, 2021

	MG	$	$/MG
2020	4,246,024,000	$743,711.37	$175.15
2021	3,446,280,000	$541,001.13	$156.98

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.
Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs.
Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.
Sludge disposal costs are not included in $/MG.

City of Sheboygan
spirit on the lake Water Utility

Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - September 30, 2021

Account #		1-Jan-21 to 30-Sep-21	1-Jan-20 to 30-Sep-20	Increase or (Decrease)
	Utility Operating Income			
400	Sales Revenue	6,867,702	5,872,525	995,177
474	Other Water Revenue	43,901	77,644	(33,742)
	Total Operating Revenue	**6,911,603**	**5,950,168**	961,435
401	Operating Expenses	2,656,205	2,391,149	265,056
402	Maintenance Expenses	722,160	433,832	288,327
403	Depreciation Expenses	1,187,408	1,155,848	31,560
402	Taxes	932,297	893,039	39,257
	Total Operating Expenses	**5,498,069**	**4,873,868**	624,201
	Utility Operating Income	**1,413,534**	**1,076,301**	337,234
	Other Income & Expense			
415	Non-operating Grant Revenue	34,485	35,450	(965)
416	Non-operating Grant Expense	(15,000)	(35,450)	20,450
419	Interest Earned on Investments	13,568	39,230	(25,662)
421	Contributions	-	-	0
425	Misc Amortization	18,850	18,850	0
427	Bond Interest Expense	(246,322)	(244,527)	(1,795)
428	Other Expense	(475)	(34,475)	34,000
429	Bond Premium	26,902	25,653	1,249
	Net Income	**1,245,542**	**881,033**	364,510

Total Hydrants Removed = 3

Hydrants Abandoned (including water main projects and others)

Location	Installed	Tr Size	Abandoned

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Main Size (")

Total Water Main Breaks = 0

SUMMARY

Number of feet of 4 inch water main installed	0.0	water main
Number of feet of 6 inch hydrant lead installed	0.0	
Number of feet of 6 inch water main installed	12.0	
Number of feet of 8 inch water main installed	0.0	
Number of feet of 10 inch water main installed	0.0	
Number of feet of 12 inch water main installed	14.4	
Number of feet of 16 inch water main installed	0.0	
Number of feet of 20 inch water main installed	0.0	
Number of feet of water main abandoned or removed	26.0	
Number of water main breaks repaired	0	
Number of hydrants installed	3	hydrants
Number of hydrants removed or abandoned	3	
Number of hydrants maintained or moved	0	
Number of street valves installed	7	valves
Number of hydrant valves installed	2	
Number of street valves removed or abandoned	3	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	6	

Distribution System -- Distribution System -- 3rd Quarter --July, August, & September, 2021

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size	By	Type
N. 10th St and Geele Ave (SE)	7/13/2021	6" MJ	ute.	G (vert)
Geele Ave and N. 13th St (W)	7/20/2021	6" MJ	ute.	G (vert)
N. 5th St. at Geele Ave. (N)	8/3/2021	6" MJ	ute.	G (vert)
Geele Ave at N. 6th St (E)	8/3/2021	20" MJ	ute.	B/F-S
S. 15th St south of Georgia Ave	8/5/2021	6" MJ	ute.	G (vert)
N. 11th St. at Geele Ave. (S)	8/11/2021	20" MJ	ute.	B/F-W
Union Ave. 455' W. of c.l. S. 26th St. (N)	8/19/2021	6" MJ	ute.	G (vert)

Total Valves Installed = 7

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
N. 5th St. at Geele Ave. (N)	12/31/1922	8/3/2021	G
N. 11th St. at Geele Ave. (S)	1909-1916	8/11/2021	G (hor)

Total Valves Removed = 2

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
Geele Ave. at N. 6th St. (E)	0/0/1916	8/3/2021

Total Valves Abandoned = 1

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size	Valve	Hyd Valve?

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Hyd Valve?	By
N. 10th St and Geele Ave (SE)	7/13/2021	7'	y	ute.
Geele Ave. at N. 12th St. (N)	7/20/2021	7'	n	ute.
Union Ave. 455' W. of c.l. S. 26th St. (N)	8/19/2021	7'	y	ute.

Total Hydrants Installed = 3

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Geele Ave. at N. 12th St. (N)		7/20/2021	n
N. 10th St. at Geele Ave. (NE)	8/16/2002	7/30/2021	n
Union Ave. 455' W. of c.l. S. 26th St. (N)	11/15/1993	8/19/2021	n

WATER MAIN AND APPURTENANCES INSTALLATION --Distribution System -- 3rd Quarter --July, August, & September, 2021

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 6" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
N. 28th St and Wilgus Ave intersection	8/23/2021	0	0	0	0	0	0	6	12	0	6" CIP	12	0	Utc.
Totals:		0	0	0	0	0	0		12	0		12	0	

Location: 12" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
S. Business Drive WM lowering for new Pepeyes san lateral	9/28/2021	0	0	0	0	0	0	12	14.4	0	0	0	0	Utc.
Totals:		0	0	0	0	0	0		14.4	0	0	0	0	

City of Sheboygan
spirit on the lake Water Utility

Sheboygan Water Utility
Quarterly Financial Statement September 30, 2021
Balance Sheet Including Net Income

Account #		Debit Balance	Credit Balance
	Utility Plant in Service	74,594,441	
107	Construction Work in Progress	4,049,647	
111	Accumulated Provision for Depreciation of Utility Plant		26,068,598
125	Bond Redemption Fund	668,414	
129	Appropriated Funds Invested for Plant Expansion & Payables	1,333,705	
126	Depreciation Fund		
128	Other Special Funds - Net Pension Asset	411,147	
128	Other Special Funds - Health Ins		
130	Other Special Funds - Deferred Outflow Pension	1,038,866	
135	Working Funds	750	
136	Temporary Cash Investments	6,250,455	
142	Customer Accounts Recievable	1,128,950	
143	Grant Receivable & Other Accounts Receivable	113,499	
145	Receivables from Municipality	294,682	
154	Materials and Supplies	232,845	
163	Stores Expense		
165	Prepayments	32,513	
171	Interest and Dividends Receivable		
181	Misc Deferred Debits		
184	Transportation Expense		
200	Capital Paid in by Municipality		1,640,701
216	Unappropriated Earned Surplus		45,113,385
221	Long Term Debt Bonds		12,490,132
223	Advances from Municipality		134,042
232	Accounts Payable		
235	Customer Deposits		483
236	Taxes Accrued		911,475
237	Interest Payable on Bonds		134,549
242	Misc. Current & Accrued Liab		9,292
251	Bond Premium		194,061
253	Misc Deferred Credits		53,013
263	Other Special Funds Employee Pensions		
265	Accrued Employee Benefits		569,057
425	Amoritization of Pre 2003 Depreciation		
280	Net Pension Liability		324,886
285	Deferred Inflow - Pension		1,260,697
	Utility Net Income		1,245,542
		90,149,914	90,149,914

II

23

R. O. No. 97 - 21 - 22. By CITY CLERK. November 1, 2021.

Submitting a petition received by the City Clerk's office regarding amendments to the Zoning and to the Land Use Classification of property located at 418 Geele Avenue, Sheboygan.

_____

CITY CLERK

OCT 26 2021

PETITION

To: All Members, Common Council of the City of Sheboygan

Re: **Property located at 418 Geele Avenue, Sheboygan**
Parcel #59281004850 and Parcel #59281004870
Hearing No. 8-21-22 and Hearing No. 9-21-22

We, the undersigned, hereby respectfully state our **objection** to, **protest**, and petition the Common Council to **deny**, the proposed amendments to the Zoning and to the Land Use Classification of the above-described property, which proposed amendments are for the purpose of facilitating the operation of a 24-hours-a-day, 7-days-a-week childcare facility on said property by A Million Dreamz, Inc.; these matters being scheduled for further consideration by the Common Council on November 1, 2021.

Signature	*Printed Name*	*Address*	*Date*
	Paul A. Gruber	508 Vollrath Blvd Sheboygan WI	10.21.21
	Barbara Gruber	508 Vollrath Sheboygan, WI 53081	10-22-21
	Greg Burgett	516 Vollrath Blvd. Sheboygan, WI 53081	10/23/21
	Dean W. Tutas	505 Vollrath Blvd. Sheboygan, WI 53081	10/23/21
	Michael Mihelich	433 Vollrath Blvd	10/23/21
	Valenda Tutas	505 Vollrath Blvd	10-23-21
	GERMAINE TESOVNIK	419 Vollrath Blvd	10/23
	EDWARD TESOVNIK	419 VOLLRATH BLVD	10/23
	Dorothy Anderson	323 Vollrath Blvd	10/23
	Jean Grade	2034 N 3rd	10/23
	WILLIAM R. WOOD	304 VALRATH BLVD	10/23
	HERBERT HEPPNER	310 VOLLRATH BLVD	10/23
	MARI LINDNER	310 VOLLRATH BLVD	10/23
	Jennifer Seger	408 Vollrath Blvd.	10/23
	Scott Seger	408 Vollrath Blvd.	10/23
	MICHAEL C ROWLEE	511 VOLLRATH BLVD	10/23
	Brandt Burgett	516 Vollrath Blvd	10/23
	Sandra K. Weldon	2018 N. 6th St	10/23

PETITION

To: All Members, Common Council of the City of Sheboygan

Re: **Property located at 418 Geele Avenue, Sheboygan**
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Signature	*Printed Name*	*Address*	*Date*
	Joel Zimmerman	2324 N 4th St Sheboygan WI 53083	10/23/21
	Gretchen S Levezow	2316 N. 4th Sheboygan WI 53083	10/23/21
	Robert L. Levezow	2316 N. 4th Sheboygan Wi 53083	10/22/21
	Linda J. Schmidt	336 Euclid Ave Sheboygan WI 53083	10/23/21
	Diane K. Trester	316 EUCLID AVE SHEBOYGAN WI 53083	10/23/21
	Thomas A. Trester	316 Euclid Ave Sheboygan WI 53083	10/23/21
	Robert E Chesebro Jr.	216 Euclid Ave Sheboygan, WI	10/23/21
	Katie Chesebro	216 Euclid Ave Sheboygan 53083	10/23/21
	~~317~~ Cindy Nowlot	317 Euclid Ave Sheboygan, WI 53083	10/23/21
	Edwin Nowlot	317 Euclid Ave Sheboygan WI 53083	10/23/21
	Allen Mickelson	2323 N. 5th Sheb. 53083	10/23/21
	Jeff A Mueller	434 Euclid Ave Sheboygan, WI 53083	10/23/21
	Ala Bemowski	415 Shoreline Blvd Ave	10/24/21
	Sarah Tupper	328 Euclid Ave Sheboygan, WI 53083	10/24/2021
	William Jacob	329 Euclid Ave. Sheboygan, WI	10/24/21
	Steven J Tupper	328 Euclid Ave Sheboygan, Wi 53083	10-25-21
	HENRY LIPMAN	832 N 6th 304 Sheboygan WI 53083	10/25/21

PETITION

To: All Members, Common Council of the City of Sheboygan

Re: **Property located at 418 Geele Avenue, Sheboygan**
Parcel #59281004850 and Parcel #59281004870
Hearing No. 8-21-22 and Hearing No. 9-21-22

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Signature	*Printed Name*	*Address*	*Date*
Judith Stockinger	JUDITH STOCKINGER	422 EUCLID AVE SHEBOYGAN WI 53083	10/22/21
Samuel Zelpe	Samuel Zelpe	422 Euclid Ave. Sheboygan WI 53083	10/22/21
John Berge	John Berge	416 Euclid Ave Sheboygan WI 53083	10/22/21
	Rick Boomsma	408 EUCLID AVE SHEBOYGAN WI	10/22/21
Ana Boomsma	Ana Boomsma	408 Euclid Ave. Sheboygan WI	10/22/21
	Amy Janke	404 Euclid Ave Sheboygan WI	10/22/21
Nancy Heiberger	Nancy Heiberger	2313 N 5th St Sheboygan WI 53083	10/22/21
	Chris Ackley	427 Bell Ave Sheboygan 53083	10/22/21
Mao Yang	Mao Yang	423 EUCLID Sheboygan WI 53083	10/23/21
~~CHRIS KNUDISON~~			
	CHRIS KNUDISON	516 EUCLID AVE SHEBOYGAN WI 53083	10/23/21
Ann-Marie Larson	Ann-Marie Larson	516 Euclid Ave Sheboygan WI 53083	10/23/21
	Colleen Santino	534 Euclid Sheboygan, WI 53083	10/23/21
Cynthia Kuck	Cynthia Kuck	525 Euclid Ave Sheboygan	10-23-21
David Hanson	David Hanson	501 Euclid Ave Sheboygan WI 53083	10-23-21
Araceli Roman	Araceli Roman	504 Euclid Ave Sheboygan 53083	10/23/21
	Anne Hanlon	2311 N. 5th St 53083	10/23/21
Robyn Bemowski	Robyn Bemowski	415 Bell Ave 53083 Sheboygan	10/23/21

PETITION

To: All Members, Common Council of the City of Sheboygan

Re: **Property located at 418 Geele Avenue, Sheboygan**
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Hearing No. 8-21-22 and Hearing No. 9-21-22

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Signature	*Printed Name*	*Address*	*Date*
	Kendall Herzog	2315 N. 3rd Street	10.21.21
	Laura Herzog	2315 N 3rd St.	10/23/21
	Ellen Mueller	224 Euclid	10/23/21
	J. Phil Mueller	224 Euclid	10/23/21
	Brian Free	2304 N. 3rd	10/23/21
	James VanSickle	2816 N. 3rd	10/23/21
	Michael Beeck	2318 N 3rd	10/23/21
	Erika Humke	2407 N 3	10/23/21
	Herb Humke	2407 N 3	10/23/21
	Martha Humke	2407 N 3	10/23/21
	Kathryn Blum	2305 N 3rd St.	10/23/21
	Paul R Blom	2305 N 3rd St	10/23/21
	David Shultz	227 Euclid Ave.	10/23/21
	Erwin Herzog	2315 N 3rd	10/23/21
	Yasha Holmes	2310 N. 3rd	10/23/21
Ed Holmes	Ed Holmes	2316 N 3rd	10/25/21
	Kevin Payne	305 Euclid Ave	10/25/21

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Signature	*Printed Name*	*Address*	*Date*
Suanne Toerpe	Suanne Toerpe	333 Euclid Ave SHEBOYGAN, WI 53083	10/23/2021
T.C. Dinolfo, Jr	Thomas Dinolfo	319 Clifton Ave.	10/23/2021
Kathryn Dinolfo	Kathryn Dinolfo	Sheboygan, WI 53083 319 Clifton Ave, Sheboygan, WI 53083	10/23/21
Mary C Hayward	Mary C. Hayward	427 Clifton Ave Sheboygan WI 53083	10/23/21
Jeff Kelm	Jeffrey S. Kelm	2505 N. 5th St SHEBOYGAN, WI 53083	10/23/21
Debra Kelm	Debra Kelm	2505 N 5th 53083	10-23-21
Charles Sizer	Charles Sizer	570 Clifton Ave Sheboygan 53083	10/23-21
Joanne Hirt	JOANNE HIRT	521 Clifon Ave 53083 sheboygan	10-23-21
Ashley Velier	Ashley Velier	3616 Koehler Dr. 53083 sheboygan	10-24-21
Kevin Krentz	Kevin Krentz	524 Clifton ave 53083 Sheboygan	10-25-21
Susan G Kohler	Susan G Kohler	531 Clifton Sheboygan WI 53083	10-25-21
Melissa Stubbe	Melissa Stubbe	515 Clifton Ave. Sheboygan, WI 53083	10/25/2021
Tim Stubbe	Tim Stubbe	515 Clifton Ave	10/25/2021
Nicholas Mentink	Nicholas Mentink	Sheboygan, WI 53083 2113 N. 5th St. Sheboygan	10/25/21
B. Toerpe	BRADLEY TOERPE	2015 N 5TH ST. 53081 WI SHEBOYGAN WI 53081	10/25/21
Allison Toerpe	Allison Toerpe	2015 N 5th St Sheboygan, WI 53081	10/25/21

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Signature	*Printed Name*	*Address*	*Date*
Glenn Pilling	Glenn Pilling	330 Geele Ave Sheboygan, WI	10-22-21
Patricia Pilling	PATRICIA Pilling	330 Geele Ave Sheboygan, WI	10-22-21
Kelly Kaat	Kelly Kaat	2403 N. 4th	10-22-21
Aina Henegar	AINA HENEGAR	405 BELL AVE	10-22-21
Michael Beil	Michael Beil	333 CLIFTON	10-22-21
Sandra A Beil	SANDRA Beil	333 CLIFTON	10-22-21
Kathleen Zimmerman	Kathleen Zimmerman	2324 N. 4th St	10-22-21
Michael Murphy	Michael J. Murphy	324 Geele Ave	10-22-21
Jay Kidder	Jay Kidder	2321 N. 4th St	10-23-21
Tom Flickinger	Tom Flickinger	2428 N 4th	10/23/21
Denise Flickinger	Denise Flickinger	2428 N. 4th	10/23/21
Ed Wyrembeck	Ed Wyrembeck	2418 N 4th	10/23/21
Iris Grimm	Iris Grimm	335 Geele Ave	10/23/21
Steve Harms	Steve Harms	336 Geele	10/24/21
Jennifer Reinhart	Jennifer Reinhart	327 Geele Ave	10/24/21
Keegan Reinhart	Keegan Reinhart	327 Geele Ave	10/24/21
Oliver Bauer	Oliver Bauer	331 Bell Ave	10/24/21

PETITION

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Signature	*Printed Name*	*Address*	*Date*
	WILLIAM McKEONE	312 Geele Ave	10/24/21
		~~312 Geele Ave~~ Sheboygan WI	~~10/24/21~~
Elfriede Radke	ELFRIEDE RADKE	2206 N-3rd St.	10/24/21
	OTTO RADKE	2206 N. 3rd St	10/24
	BEN KOERTEN	2209 N 3RD ST	10/24/21
Elizabeth Koerten	Elizabeth Koerten	2209 N 3rd St	10/24/21
Sara Meyer	Sara Meyer	317 Geele Ave	10/24/21
	Trevor Parsons	316 Geele Ave	10/24/21
Amanda Parsons	Amanda Parsons	316 Geele Ave	10/24/21
	GEORGE P. LONGO	2216 N 3RD	10/24/21
Angie Longo	ANGIE LONGO	2216 N. 3rd	10/24/21

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Signature	*Printed Name*	*Address*	*Date*
	Daniel J Sylvester	2215 N 4th Street	10.25.21
John Elsesser	John ELsesser	2319 N 6ST.	10-25-21
Tammy Elsesser	Tammy Elsesser	2319 N. 6th St	10-25-21
Randall Campbell	Randall Campbell	2408N. 5TH ST	10-25-21
Nedra Kanz	Dennis Kanz	2426 N 5th St	10-25-21
Dennis E Kanz	Nedra Kanz	2426 N 5th ST.	10-25-21
	David Mue	2430 N 5th St	10-25-21

PETITION

To: All Members, Common Council of the City of Sheboygan

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Signature	*Printed Name*	*Address*	*Date*
	CRAIG PEREIRA	515 GEELE AVE	10/25
	SARA PEREIRA	515 GEELE AVE	10/25
	Jarrett Stuart	2203 N. 6th	10/25/21
Jerome C Brost	Jerome C Brost	502 Geele Ave	10/25
Mary J. Blanke	Mary J. Blanke	502 Geele Ave	10/25

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Signature	*Printed Name*	*Address*	*Date*
Charles M. Walden	CHARLES M. WALDON	2018 N 6TH ST.	10.23.21
Jeanne K. Kobuszewski	Jeanne K. Kobuszewski	2027 N. 6th St.	10-23-21

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Signature	*Printed Name*	*Address*	*Date*
	Theresa Gorecki	409 Geele Ave	10/24/21
	Donna Endres	419 Geele Ave	10/24/21
	Don Zimmerman	2117 N 5	10-24-21
	Judy Zimmerman	2117 N 5	10-24-21
	Chris Tipton	518 Geele	10-24-21
	Judy McGill	2122 N 7th St	10-24-21
	Penny L Buchanan-Elsner	403 Geele Avenue	10-24-21
	WAYNE ELSNER	403 GEELE AVE	10/24/21

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Signature	*Printed Name*	*Address*	*Date*
Ericka Sprangers	ERICKA SPRANGERS	2216 N 4TH STREET SHEBOYGAN, WI 53083	10/23/21
Michael Sprangers	Michael Sprangers	2216 N 4th STREET Sheboygan, WI 53083	10/23/21
Jeanette P. Eder	Jeanette Eder	331 Bell ave. Sheboygan WI 53083	10/23/21
M Bech	MARK BECHLER	2404 N 32nd ST SHEBOYGAN, WI 53083	10/23/21
Traci Andersan	Traci Andersan	326 Bell Avenue Sheboygan WI 53083	10/23/21
Heide Otten	Heide Otten	412 Bell Avenue	10/23/21
Diane McCusker	Diane McCusker	434 Bell Ave, Sheboygan 53083	10/23/21
Jonathan Daniels	Jonathan Daniels	2222 N 4th St. Sheboygan 53083	10/24/21

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Signature	*Printed Name*	*Address*	*Date*
Jerry Toepe	Jerry Toepe	333 Euclid Ave. Sheboygan, WI. 53083	10/23/21
Kyle Velier	Kyle Velier	3616 Koehler Dr. Sheboygan WI 53083	10/24/21
Kathy Hiebing	Kathy Hiebing	899 IROQUOIS TR Sheboygan Falls Wis	10/23/21
Carrie L Mentink	Carrie L. Mentink	2113 N 5 St. Sheboygan, WI 53081	10/25/21
Roxy Mueller	Roxanna Mueller	2027 N. 5th St. Sheboygan, WI 53081	10/25/21

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Signature	*Printed Name*	*Address*	*Date*
Margaret P. Kaymen	315 Bell Avenue Sheboygan WI 53083	Margaret Kaymen	10-23-2021
Stan Kaymen	Stanley Kaymen	315 Bell Avenue Sheboygan WI 53083	10-23-2021
Hans K Otten	Hans K. Otten	412 Bell Avenue 53083 Sheboygan Wisconsin	10.23.21
John Rosenthal	John Rosenthal	4424 Tara Lane Sheboygan, WI 53081	10-24-21
Karen M. Rosenthal	Karen M. Rosenthal	4424 Tara Lane Sheboygan, WI 53081	10-24-21

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Parcel #59281004850 and Parcel #59281004870
Hearing No. 8-21-22 and Hearing No. 9-21-22

We, the undersigned, hereby respectfully state our **objection** to, **protest**, and petition the Common Council to **deny**, the proposed amendments to the Zoning and to the Land Use Classification of the above-described property, which proposed amendments are for the purpose of facilitating the operation of a 24-hours-a-day, 7-days-a-week childcare facility on said property by A Million Dreamz, Inc.; these matters being scheduled for further consideration by the Common Council on November 1, 2021.

Signature	*Printed Name*	*Address*	*Date*
Rodney Schulz	Rodney Schulz	506 Geele Ave Sheboygan, WI	10-22-21

II

R. O. No. _____ - 21 - 22. By CITY CLERK. November 1, 2021.

Submitting the Tax Levy Certification for the 2021-2022 School Year from the Kohler School District.

_____

CITY CLERK

Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10**.
(Ref Wisconsin Statute s.120.12(3))

2021-2022 School Year

T O

1. Muncipal Clerk: MEREDITH DEBRUIN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

2. Municipality: City of Sheboygan

3. County: Sheboygan County

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	**Portion of School District Lying Within Municipality**
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	$830,474,857.00	$306,933,813.00
5. Percent of Entire School District	100.000000%	36.958833%
6. Total Levy	$6,178,412.00	**$2,283,468.95**

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

NOTARY SEAL

F R O M

Name of School District	School District Clerk
Kohler (2842)	Amy Harms
Signature of School District Clerk	Amy Harms
Signature of Notary Public	Paula K Anderson
Signed before me this date: 26 October 2021	My Commission Expires: 29 May 2025

Wisconsin Statutory References:
s.120.17(8)
s.120.44
s.121.06(2)

Mail tax settlement to:
District Administrator
Kohler School District
333 Upper Rd
Kohler, WI 53044-1545

Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

Per §74.09(3)(db) a school board is required to separately report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies.

2021-2022 School Year

List of approved 2021-2022 debt and non-recuring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.

Municipal Clerk: MEREDITH DEBRUIN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan

County: Sheboygan County

School District: Kohler (2842)

School District Clerk: Amy Harms

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2021-2022 Levy Amount due to Referendum	Percent of Entire School District	2021-2022 Amount due to Referendum for Taxation District
RF-5064	4/6/2021	Issue Debt	2041	$2,590,000	$80,521.99	36.958832698%	$29,759.99
RF-5063	4/6/2021	Issue Debt	2041	$17,550,000	$545,622.01	36.958832698%	$201,655.53

II

R. O. No. _____ - 21 - 22. By CITY CLERK. November 1, 2021.

Submitting the tax levy report that supports the 2021-22 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2021 fully certified values furnished by the Wisconsin Department of Revenue.

_____

CITY CLERK

LAKESHORE
TECHNICAL COLLEGE

Tax Levy Certification
2021-2022 Fiscal Year

Municipal Clerk: Meredith Debruin

Municipality: City of Sheboygan

County: Sheboygan

		Entire Technical College District	Portion of Technical College District within Municipality
1.	**Equalized Valuation (TID Out) Tax Apportionment (October Certification)**	$17,449,987,248	$3,147,701,000
2.	**Percentage of Entire Technical College District**	100%	18.0384%
3.	**Total Levy**	$12,698,059	**$2,290,528.50**

CERTIFICATION

I HEREBY CERTIFY the amount shown on **Line 3, column 2**, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board Secretary of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 20th day of October, 2021.

Technical College District Name: Lakeshore Technical College

Technical College District Board Secretary: Kim Rooney

Kim Rooney

Lakeshore Technical College
2021-22

Municipality	(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
Calumet County							
08 012 T NEW HOLSTEIN	36,276,672	0.002079	11,616.98	2,723.35	14,340.33	12,057.59	26,397.92
Calumet County Total	36,276,672	0.002079	11,616.98	2,723.35	14,340.33	12,057.59	26,397.92
Manitowoc County							
36 002 T CATO	180,019,300	0.010316	57,648.09	13,514.35	71,162.44	59,834.54	130,996.98
36 004 T CENTERVILLE	85,793,300	0.004917	27,473.83	6,440.65	33,914.48	28,515.85	62,430.33
36 006 T COOPERSTOWN	9,416,001	0.000540	3,015.31	706.88	3,722.19	3,129.67	6,851.86
36 008 T EATON	90,684,299	0.005197	29,040.09	6,807.82	35,847.91	30,141.51	65,989.42
36 010 T FRANKLIN	130,199,900	0.007461	41,694.28	9,774.33	51,468.61	43,275.64	94,744.25
36 012 T GIBSON	126,849,729	0.007269	40,621.45	9,522.82	50,144.27	42,162.12	92,306.39
36 014 T KOSSUTH	206,502,500	0.011834	66,128.88	15,502.49	81,631.37	68,636.99	150,268.36
36 016 T LIBERTY	168,076,200	0.009632	53,823.52	12,617.76	66,441.28	55,864.91	122,306.19
36 018 T MANITOWOC	107,790,100	0.006177	34,517.93	8,091.98	42,609.91	35,827.11	78,437.02
36 020 T MANITOWOC RAPIDS	252,201,600	0.014453	80,763.23	18,933.20	99,696.43	83,826.39	183,522.82
36 022 T MAPLE GROVE	60,485,332	0.003466	19,369.39	4,540.74	23,910.13	20,104.02	44,014.15
36 024 T MEEME	151,301,500	0.008671	48,451.71	11,358.46	59,810.17	50,289.36	110,099.53
36 026 T MISHICOT	111,604,700	0.006396	35,739.49	8,378.35	44,117.84	37,095.00	81,212.84
36 028 T NEWTON	270,704,000	0.015513	86,688.31	20,322.21	107,010.52	89,976.18	196,986.70
36 030 T ROCKLAND	72,455,502	0.004152	23,202.63	5,439.36	28,641.99	24,082.65	52,724.64
36 032 T SCHLESWIG	273,097,500	0.015650	87,454.79	20,501.89	107,956.68	90,771.73	198,728.41
36 034 T TWO CREEKS	46,753,500	0.002679	14,972.01	3,509.86	18,481.87	15,539.86	34,021.73
36 036 T TWO RIVERS	173,874,100	0.009964	55,680.20	13,053.02	68,733.22	57,792.01	126,525.23
36 112 V CLEVELAND	108,096,900	0.006195	34,616.18	8,115.02	42,731.20	35,929.08	78,660.28
36 126 V FRANCIS CREEK	45,406,400	0.002602	14,540.62	3,408.74	17,949.36	15,092.11	33,041.47
36 132 V KELLNERSVILLE	15,078,000	0.000864	4,828.47	1,131.93	5,960.40	5,011.60	10,972.00
36 151 V MISHICOT	94,254,200	0.005401	30,183.29	7,075.82	37,259.11	31,328.07	68,587.18
36 176 V REEDSVILLE	53,870,600	0.003087	17,251.14	4,044.16	21,295.30	17,905.42	39,200.72
36 181 V SAINT NAZIANZ	41,629,500	0.002386	13,331.13	3,125.20	16,456.33	13,836.75	30,293.08
36 186 V VALDERS	62,324,500	0.003572	19,958.35	4,678.81	24,637.16	20,715.32	45,352.48
36 191 V WHITELAW	42,626,100	0.002443	13,650.28	3,200.01	16,850.29	14,168.00	31,018.29
36 241 C KIEL	319,491,900	0.018309	102,311.80	23,984.80	126,296.60	106,192.22	232,488.82
36 251 C MANITOWOC	2,172,648,100	0.124507	695,753.27	163,104.36	858,857.63	722,141.44	1,580,999.07
36 286 C TWO RIVERS	557,651,000	0.031957	178,578.16	41,863.80	220,441.96	185,351.19	405,793.15
Manitowoc County Total	6,030,886,263	0.345610	1,931,287.83	452,748.82	2,384,036.65	2,004,536.74	4,388,573.39
Ozaukee County							
45 002 T BELGIUM	160,227,372	0.009182	51,310.07	12,028.54	63,338.61	53,256.12	116,594.73
45 006 T FREDONIA	142,675,660	0.008176	45,689.43	10,710.90	56,400.33	47,422.32	103,822.65
45 106 V BELGIUM	183,925,300	0.010540	58,898.92	13,807.58	72,706.50	61,132.81	133,839.31
Ozaukee County Total	486,828,332	0.027898	155,898.42	36,547.02	192,445.44	161,811.25	354,256.69
Sheboygan County							
59 002 T GREENBUSH	171,576,214	0.009832	54,944.34	12,880.52	67,824.86	57,028.23	124,853.09
59 004 T HERMAN	169,407,300	0.009708	54,249.78	12,717.69	66,967.47	56,307.34	123,274.81
59 006 T HOLLAND	385,937,200	0.022117	123,589.77	28,972.96	152,562.73	128,277.21	280,839.94
59 008 T LIMA	277,564,000	0.015906	88,885.11	20,837.20	109,722.31	92,256.29	201,978.60
59 010 T LYNDON	200,989,900	0.011518	64,363.57	15,088.65	79,452.22	66,804.71	146,256.93
59 012 T MITCHELL	142,887,800	0.008188	45,757.37	10,726.83	56,484.20	47,492.82	103,977.02
59 014 T MOSEL	151,201,000	0.008665	48,419.53	11,350.91	59,770.44	50,255.96	110,026.40
59 016 T PLYMOUTH	412,243,000	0.023624	132,013.75	30,947.78	162,961.53	137,020.69	299,982.22
59 018 T RHINE	436,017,400	0.024987	139,627.09	32,732.56	172,359.65	144,922.80	317,282.45
59 020 T RUSSELL	33,110,967	0.001897	10,603.22	2,485.70	13,088.92	11,005.37	24,094.29
59 022 T SCOTT	183,994,800	0.010544	58,921.18	13,812.80	72,733.98	61,155.91	133,889.89
59 024 T SHEBOYGAN	923,257,800	0.052909	295,657.47	69,310.52	364,967.99	306,871.01	671,839.00
59 026 T SHEBOYGAN FALLS	262,481,900	0.015042	84,055.32	19,704.96	103,760.28	87,243.34	191,003.62
59 028 T SHERMAN	167,680,900	0.009609	53,696.93	12,588.09	66,285.02	55,733.52	122,018.54
59 030 T WILSON	508,862,000	0.029161	162,954.32	38,201.13	201,155.45	169,134.77	370,290.22
59 101 V ADELL	42,809,300	0.002453	13,708.94	3,213.77	16,922.71	14,228.89	31,151.60
59 111 V CASCADE	45,588,800	0.002613	14,599.03	3,422.43	18,021.46	15,152.73	33,174.19
59 112 V CEDAR GROVE	166,946,900	0.009567	53,461.88	12,532.99	65,994.87	55,489.55	121,484.42
59 121 V ELKHART LAKE	337,267,400	0.019328	108,004.10	25,319.23	133,323.33	112,100.42	245,423.75
59 131 V GLENBEULAH	36,681,200	0.002102	11,746.52	2,753.72	14,500.24	12,192.05	26,692.29
59 135 V HOWARDS GROVE	297,343,300	0.017040	95,219.09	22,322.06	117,541.15	98,830.51	216,371.66
59 141 V KOHLER	504,057,400	0.028886	161,415.73	37,840.44	199,256.17	167,537.83	366,794.00
59 165 V OOSTBURG	229,168,900	0.013133	73,387.41	17,204.10	90,591.51	76,170.80	166,762.31
59 176 V RANDOM LAKE	173,954,300	0.009969	55,705.88	13,059.04	68,764.92	57,818.67	126,583.59
59 191 V WALDO	39,964,800	0.002290	12,798.04	3,000.23	15,798.27	13,283.44	29,081.71
59 271 C PLYMOUTH	741,841,100	0.042512	237,561.88	55,691.26	293,253.14	246,572.01	539,825.15
59 281 C SHEBOYGAN	3,147,701,000	0.180384	1,007,997.24	236,303.23	1,244,300.47	1,046,228.03	2,290,528.50
59 282 C SHEBOYGAN FALLS	705,459,400	0.040428	225,911.28	52,960.01	278,871.29	234,479.52	513,350.81
Sheboygan County Total	10,895,995,981	0.624413	3,489,255.77	817,980.81	4,307,236.58	3,621,594.42	7,928,831.00
Total	17,449,987,248	1.000000	5,588,059.00	1,310,000.00	6,898,059.00	5,800,000.00	12,698,059.00
City, Town & Village Summary							
Towns	7,284,200,948	0.417433	2,332,640	546,837	2,879,478	2,421,112	5,300,589.17
Villages	2,520,993,800	0.144470	807,305	189,255	996,560	837,924	1,834,484.33
Cities	7,644,792,500	0.438097	2,448,114	573,907	3,022,021	2,540,964	5,562,985.50
	17,449,987,248	1.000000	5,588,059	1,310,000	6,898,059	5,800,000	12,698,059.00
County Summary							
08 Calumet	36,276,672	0.002079	11,617	2,723	14,340	12,058	26,397.92
36 Manitowoc	6,030,886,263	0.345610	1,931,288	452,749	2,384,037	2,004,537	4,388,573.39
45 Ozaukee	486,828,332	0.027898	155,898	36,547	192,445	161,811	354,256.69
59 Sheboygan	10,895,995,981	0.624413	3,489,256	817,981	4,307,237	3,621,594	7,928,831.00
	17,449,987,248	1.000000	5,588,059	1,310,000	6,898,059	5,800,000	12,698,059.00

VI

R. C. No.____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. November 1, 2021.

Your Committee to whom was referred R. O. No. 92-21-22 by Director of Planning and Development submitting the 2022 Business Improvement District (BID) Statement of Purpose, dated October 12, 2021, and the BID's 2022 Operating Budget; recommends filing the document.

_____ _____

_____ _____

_____ _____

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. 91 - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
October 18, 2021

Submitting the 2022 Business Improvement District (BID) Statement of Purpose, dated October 12, 2021, and the BID's 2022 Operating Budget.

F+P.

Director of Planning & Development

2022 Statement of Purpose & Budget

Presented to the Executive Committee
October 12, 2021

Approved by the Board of Directors
October 12, 2021

Submitted to the City of Sheboygan
October 13, 2021

TABLE OF CONTENTS

BID STATEMENT OF PURPOSE (10/12/2021)	2
BID BENEFICIARIES	3
BID BOARD OF DIRECTORS	4
BID GOALS AND OBJECTIVES	5
BID SPECIAL ASSESSMENT AND EXEMPTIONS	6
BID OPERATING BUDGET	7

BID STATEMENT OF PURPOSE (10/12/2021)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City - the lakefront. riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan, Sheboygan's Downtown Districts Plan, and any subsequent plans that impact or include the BID. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will be used to support community and member-driven events and activities taking place in the district, provide streetscape beautification and enhancement, and support investments in the infrastructure and functionality of the district.

BID BOARD OF DIRECTORS

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, including representation from a mix of business types. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.

BID BENEFICIARIES

The BID program is designed so that it benefits all business interests within the district.

RETAILERS: Money generated through the BID assessment is used to support programs that enhance the business climate in the Harbor Centre.

A comprehensive support program reinforces the existing promotional programs and supports members in creating new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

Retail establishments located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses, and improves each customer's experience.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses, and improves each customer's experience.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in tum, results in increased property values. Programs that bring increased interest and traffic to the area that are created and supported by the BID impact owners of vacant properties by increasing desirability of the district, and exposing the public to available properties.

BID GOALS AND OBJECTIVES

To continue promotion and development of the Business Improvement District, in 2022 the Board of Directors has decided to proceed with contracting Green Bicycle Co. for district management, administration, development, and planning. The Harbor Centre Business Improvement District created a simple strategic plan to direct its efforts in 2021 and 2022. The BID's work in 2022 will support the goals and objectives outlined in that plan:

1. STRUCTURE. The BID is establishing a relevant purpose and identity as a granting and funding organization that supports projects, events, and programs that improve the physical appearance, functionality, and vibrancy of the District. The BID will work to increase understanding of their purpose throughout the district and the community. The BID aims to improve operational structure through increased transparency and member representation, and improved meeting productivity.

2. COMMUNICATION. The BID is creating transparent operation and communication with BID members, which will increase member engagement and improve two-way communication between BID members and the Board of Directors and its committees. Through this focus on communication the BID will expand awareness and create a welcoming atmosphere for new and existing members.

3. PARTNERSHIPS. The BID aims to create synergy and efficiency through the enhancement of mutually beneficial connections with key local organizations, such as Visit Sheboygan, the City of Sheboygan, the Sheboygan County Chamber of Commerce, and others. These partnerships will bring operational efficiency and effectiveness, and will connect BID members to external opportunities to learn and grow.

4. PLACEMAKING. The BID works to create a beautiful and enticing business district through supporting infrastructure and beautification efforts, and continuing to develop plans to improve the physical appearance and function of the BID. Placemaking efforts will increase vibrancy by supporting events that connect locals and visitors to the BID, and creating a welcoming atmosphere for all.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is $2.78 per $1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property. In addition, the following minimums and maximums will apply
a.) BID fee would be a minimum of $250.00
b.) BID fee would be a maximum of $8,000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

BID OPERATING BUDGET

January - December 2022		
Income		
Income	Special Assessments; Interest	$150,025.00
	Total Income	$150,025.00
Expenses		
Operations	Subcontractor; Rent; Insurance; Accounting; Website; Printing	$60,025.00
Event/Marketing Support	Spring/Summer and Fall/Winter Grants	$35,000.00
Miscellaneous	Miscellaneous	$1,000.00
Major District Investments/Enhancements	Major District Projects; Summer Decorations; Winter Decorations	$54,000.00
	Total Expenses	$150,025.00

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 1, 2021.

Your Committee to whom was referred R. O. No. 93-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2021 and ending September 30, 2021; recommends filing the report.

_____ _____

_____ _____

_____ _____

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

3.4

R. O. No. 93 - 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
October 18, 2021.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2021 and ending September 30, 2021.

Patrol and Investgations	2019 Actual	Y-T-D 9/30/20	2020 Actual	Y-T-D 9/30/21	2021 Goals
Homicide	1	1	2	**0**	0
Rape	31	18	20	**31**	20
Robbery	10	10	14	**3**	15
Aggravated Assualt	114	81	107	**70**	100
Violent Crime Total	156	110	143	**104**	135
Burglary	89	77	96	**57**	100
Theft	678	546	689	**409**	840
Motor Vehicle Theft	19	29	35	**27**	30
Arson	3	10	10	**3**	10
Property Crime Total	789	662	830	**496**	980
Percent of Offenses Cleared	64%	57%	56%	**43%**	70%
Value of Property Stolen	$1,170,450	$371,663	$475,001	**$572,004**	$500,000
Value of Property Recovered	$678,222	$297,424	$389,071	**$262,055**	$200,000
Percent of Stolen Recovered	57%	80%	82%	**46%**	40%
Accident Investigations	1,592	984	1,340	**1,039**	1,500
Traffic Stops	4,937	2,489	3,455	**3,389**	No Goal
Traffic Arrests	3,924	1,890	2,611	**2,323**	No Goal
Other Arrests	3,204	2,117	2,646	**2,011**	No Goal
Speed Trailer Deployments	17	7	8	**22**	20
HVEE Deployments	31	0	1	**54**	12
Parking Tickets Issued	7,840	4,437	6,098	**5,045**	10,000
Bicycles Recovered	168	81	118	**110**	150
Involuntary Commitments	110	80	101	**107**	No Goal
Administration					
District Attorney Request for Digital Evidence	1,326	947	1,216	**812**	2,750
Open Records Requests	6,546	5,683	7,318	**5,104**	4,000
Nixle Messages Sent	239	83	97	**61**	250
Press Releases	28	15	20	**15**	50
Tweets	224	73	92	**87**	350
Facebook likes	12,164	14,416	14,618	**15,488**	16,500
Reported Crime Maps	85	79	100	**79**	104
Crime Comparison Reports	25	19	24	**19**	26

AHB

CHIEF OF POLICE

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 1, 2021.

Your Committee to whom was referred R. O. No. 94-21-22 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing July 1, 2021 and ending September 30, 2021; recommends filing the report.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 94 - 21 - 22. By FIRE CHIEF. October 18, 2021.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2021 and ending September 30, 2021.

	2020 Third Quarter	2020 YTD	2021 Third Quarter	2021 YTD	2021 Goals
Incident Types					
Fires	28	68	17	66	< 90
Rescue & Emergency Medical Service	1,170	3,148	1,314	3,543	4,300
Non Fires	353	950	420	1,004	1,000
TOTAL	1,551	4,166	1,751	4,613	5,300
Station Incident Count Per Station					
Station 1	471	1,210	570	1,340	1,550
Station 2	240	730	322	920	1,100
Station 3	366	1,018	370	1,082	1,400
Station 4	309	762	317	825	1,000
Station 5	142	396	158	421	500
Out of City	23	50	14	25	
Fire Loss					
Number of Incidents	26	57	10	42	
Total Pre Incident Value	$ 5,948,900	$ 12,023,320	$ 1,954,700	$ 93,685,490	
Total Property Loss	$ 187,050	$ 437,210	$ 85,000	$ 375,350	
Total Content Loss	$ 47,975	$ 142,450	$ 54,350	$ 480,817	
Total Loss	$ 235,025	$ 579,660	$ 139,350	$ 856,167	
Average Loss	$ 9,039	$ 10,169	$ 13,935	$ 20,384.93	
Workload					
Inspections	1,058	1,827	1,290	1,909	1,926
School Safety Programs/Students	0/0	0/0	1,744	1,744	150/3,000
Public Events	2	49	19	43	45
Station Tours	1	6	1	5	25
Non-Compliance/ Installed Smoke Alarms	28/32	71/74	23/36	42/65	
Fire Training Hours	1,242	4,638	1,005	3,928	8,000
EMS Training Hours	268	2,309	345.50	1,551	2,100
Investigations	27	69	15	64	
Efficiency					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	90%
Fire Average Response Time (380 Seconds)*	78%	88%	81%	79%	90%
Effectiveness					
Resident Satisfaction Rating	99%	99%	99%	99%	80%
ISO Rating	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards

Note: Fire prevention education was reported as programs in 2020 due to COVID-19. This fall, programs resumed being recorded by student count.

RHPS

FIRE CHIEF

VII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 1, 2021.

Your Committee to whom was referred R. O. No. 95-21-22 by City Clerk submitting various license applications; recommends granting the licenses.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.1

R. O. No. 95 - 21 - 22. By CITY CLERK. October 18, 2021.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Dan Paluge is replacing Mark Lewis Aschenbach Jr. as agent effective immediately for Pick n' Save #432 located at 1317 N. 25th Street.

CHANGE OF AGENT

Timothy Bertram is replacing Nathan Meinnert as agent effective immediately for Kwik Trip #361 located at 1618 Calumet Drive.

CHANGE OF AGENT

Curt Semph is replacing Donald Shufflebotham as agent effective immediately for Northstar Bar located at 3004 N. 8th Street.

CLASS "B" BEER LICENSE (June 30, 2022)(NEW)

No.	Name	Address
3510	LuceEgg Inc. (Tochi)	623 S. 8th Street

"CLASS C" LICENSE (June 30, 2022)(NEW)

3510	LuceEgg Inc. (Tochi)	623 S. 8th Street

CIGARETTE/TOBACCO (June 30, 2022)(NEW)

No.	Name	Address
3444	SS North Star LLC (Northstar Bar)	3004 N. 8th Street

UHPS

VIII

R. C. No. _____ - 21 - 22. By COMMITTEE OF THE WHOLE. November 1, 2021.

Your Committee to whom was referred Res No. 69-21-22 by Alderpersons Dekker, Felde, and Filicky-Peneski adopting the one-year extension to the City of Sheboygan 2017-2021 Strategic Plan and the addition of 2022 Action Items and Critical Measurements; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 69 - 21 - 22. By Alderpersons Dekker, Felde, and Filicky-Peneski. October 4, 2021.

A RESOLUTION adopting the one-year extension to the City of Sheboygan 2017-2021 Strategic Plan and the addition of 2022 Action Items and Critical Measurements.

WHEREAS, on December 19, 2016 the Common Council adopted Res. No. 144-16-17 to adopt the 2017-2021 Strategic Plan containing 2017 and 2018 Action Items and Critical Measurements; and

WHEREAS, on May 7, 2018, the Common Council adopted Res. No. 2-18-19 to adopt the 2017-2021 Strategic Plan containing 2019 and 2020 Action Items and Critical Measurements; and

WHEREAS, on July 6, 2020, the Common Council adopted Res. No. 34-20-21 to adopt the 2017-2021 Strategic Plan containing 2021 Action Items and Critical Measurements; and

WHEREAS, in February 2021 a community survey was provided to the public to gain public input on a variety of topics to be used as a basis for developing the 2022 Action Items and Critical Measurements related to the one-year extension of the 2017-2021 Strategic Plan; and

WHEREAS, on September 20, 2021, the Common Council adopted Res. No. 51-21-22 for professional strategic planning services by Baker Tilly US, LLP to provide the tools necessary to properly engage residents, businesses, stakeholders and community partners to receive direct input for the creation of the 2023-2027 Strategic Plan; and

WHEREAS, the Committee of the Whole shall meet on October 18, 2021 to discuss 2022 updates to the 2017-2021 Strategic Plan and the one-year extension. The 2022 Action Items and Critical Measurements represent the specific actions and tasking to support the City's S.T.A.I.R.S. Core Values and six Focus Areas of the Strategic Plan including:

S.T.A.I.R.S Core Values:

- S-Service
- T-Teamwork
- A-Accountability
- I-Innovation
- R-Respect
- S-Stewardship/Fiscal Responsibility

caw

Six Focus Areas:

1. Quality of Life
2. Infrastructure and Public Facilities
3. Economic Development
4. Neighborhood Revitalization
5. Governing and Fiscal Management
6. Communication

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves a one-year extension to the City of Sheboygan 2017-2021 Strategic Plan, and addition of the attached 2022 Action Items and Critical Measurements as an update and extension to the 2017-2022 Strategic Plan.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Proposed 2022 Strategic Plan
Action Items and Critical Measurements Update

	QUALITY OF LIFE	
	2022 Action Items	***Status***
1	Continued enhancement of Firefighter training	Ongoing
2	Continued enhancement of Emergency Medical Services (EMS) training	Ongoing
3	Maintain replacement park equipment schedule	Ongoing
4	Increase community volunteer partnerships to improve city beautification projects	Ongoing
	2022 Critical Measurements	***Status***
5	Meet department goal of 8,000 hours of firefighter training	Ongoing
6	Meet department goal of 2,100 hours of EMS training	Ongoing
7	Trips per revenue mile for Shoreline Metro and Metro Connection	Ongoing
8	Shoreline Metro and Metro Connection annual ridership	Ongoing
9	Walkability score	Ongoing
10	Fire response compliance percentage (NFPA standard 380 seconds)	Ongoing
11	EMS response compliance percentage (NFPA standard 360 seconds)	Ongoing
12	Continue to work toward achieving an Insurance Services Office (ISO) rating from 2 to 1	Ongoing
13	Number of joint projects with the Sheboygan Area School District	Ongoing
14	Additional trails created annually	Ongoing
15	Number of community partnership participants(Adopt-A-Park/Adopt-A-Trail)	Ongoing
16	Number of curb miles of streets swept	Ongoing
17	Percent of graffiti removed from city facilities within 3 days of notification	Ongoing
18	Part 1 crime rate - violent crimes/per 1,000	Ongoing
19	Part 1 crime rate - property crimes/per 1,000	Ongoing
20	Residents who feel safe or very safe walking in their neighborhood after dark	Ongoing
21	Number of HVEE traffic safety deployments	Ongoing
22	Pounds of prescription drugs collected	Ongoing

Proposed 2022 Strategic Plan
Action Items and Critical Measurements Update

	INFRASTRUCTURE AND PUBLIC FACILITIES	
	2022 Action Items	***Status***
23	Fire Station 3 construction-Design Phase	New Item
24	Municipal Service Building updates - Main Electrical Panel and Vehicle Wash Facility	New Item
25	Citywide ADA Infrastructure Improvements	Ongoing
26	Consolidate crime analysis to ESRI platform	Ongoing
27	Enterprise Asset Management Software System (EAM)-Phase 1	New Item
28	South Lakeshore Interceptor Sewer Rehabilitation construction	New Item
29	Refurbish alley between N. 8th Street and the parking lot east of the Shoreline Metro Transfer Station	New Item
30	Replacement of 10 - Fixed Route Revenue Buses	New Item
31	Establish regular city facilities inspection schedule via EAM	New Item
32	Continue sanitary sewer lining rehabilitation program	Ongoing
33	Complete resurfacing of 3 city streets per year leveraging local, state, federal funding	Ongoing
34	Implement city-wide long term storm water management program	Ongoing
35	Continue funding emerald ash borer tree replacement program	Ongoing
36	Continue to hold the Tree City USA designation	Ongoing
	2022 Critical Measurements	***Status***
37	Annual cost of citywide ADA Infrastructure Improvements	Ongoing
38	Number of street trees planted	Ongoing
39	Number of street trees treated	Ongoing
40	Number of years holding the Tree City USA designation	Ongoing
41	Linear feet of sanitary sewer relining complete	Ongoing
42	Linear miles of street resurfaced	Ongoing
43	Pavement rating	Ongoing

Proposed 2022 Strategic Plan
Action Items and Critical Measurements Update

	ECONOMIC DEVELOPMENT	
	2022 Action Items	***Status***
44	Issue request for proposals to redevelop the former Sheboygan Armory property	Ongoing
45	Redevelopment of the former Mayline property and surrounding infrastructure	Ongoing
46	Continue programming calendar for City Green plaza	Ongoing
47	Transforming former Koepsell property into Innovation District	Ongoing
48	Market infill development sites along Indiana Avenue	Ongoing
49	Leverage arts / culture streetscape to connect downtown to JMKAC Art Preserve development	Ongoing
50	Market and develop up to 10 acres in SouthPointe Enterprise Campus	Ongoing
51	Coordinate new development on city-owned redevelopment sites	Ongoing
52	Purchase real estate to extend recreational trail parallel to Indiana Avenue	Ongoing
53	Continue work with existing businesses promoting future expansion	Ongoing
54	Continue annual developer's summit and bi-annual virtual tours	Ongoing
	2022 Critical Measurements	***Status***
55	Amount of room tax generated	Ongoing
56	Valuation Tax Incremental Districts' Increment	Ongoing
57	Percent change of equalized property valuation (all property)	Ongoing
58	Value of industrial property (Real Estate and Personal Property)	Ongoing
59	Annual ridership on the trolley	Ongoing

Proposed 2022 Strategic Plan
Action Items and Critical Measurements Update

	NEIGHBORHOOD REVITALIZATION	
	2022 Action Items	***Status***
60	Support recommendations per affordable housing market study	New Item
61	Support existing neighborhood associations	Ongoing
62	Create neighborhood development plans for one official neighborhood association	Ongoing
63	Continue north / south side neighborhood events in partnership with city employee wellness program	Ongoing
64	Continue the neighborhood grant program and neighborhood leaders engagement events	Ongoing
65	Continue development of baseline data in targeted neighborhoods and revisit year one neighborhoods	Ongoing
66	Continue spring cleanup events in neighborhoods with associations and continue promotion of the Adopt-A-Park program	Ongoing
67	Develop analysis / management plan for blighted properties within key business corridors	Ongoing
68	Maintain Neighborhood Beat Officer positions and policing program	Ongoing
69	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	Ongoing
70	Continue to expand the number of neighborhood associations	Ongoing
71	Make necessary public infrastructure improvements in at-risk neighborhoods	Ongoing
72	Promote the city's housing funding programs to qualified homeowners for improvements	Ongoing
73	Advance relationship with Lakeshore Landlord Association	Ongoing
74	Advance relationship with community partners (Habitat for Humanity)	Ongoing
75	Continue to address street lighting issues in neighborhoods (Light the Night events)	Ongoing
	2022 Critical Measurements	***Status***
76	Number of nuisance properties	Ongoing
77	Update database of property values in focus neighborhood annually	Ongoing
78	Number of affordable housing units added	Ongoing
79	Number of housing loans issued	Ongoing
80	Number of new neighborhood associations formed	Ongoing
81	Number of abandoned vehicles towed	Ongoing
82	Number of Neighborhood Association meetings	Ongoing
83	Number of garbage complaints investigated/cited	Ongoing

Proposed 2022 Strategic Plan
Action Items and Critical Measurements Update

	GOVERNING AND FISCAL MANAGEMENT	
	2022 Action Items	***Status***
85	Manage use of American Rescure Plan Act (ARPA) funds per regulations	New item
86	Create/Update six(6) Finance Department policies	Ongoing
87	Implementation of MUNIS software modules to streamline operations	Ongoing
88	Reduce number of legacy computer applications	Ongoing
89	Enhance cybersecurity	Ongoing
90	Continue quarterly employee newsletter	Ongoing
	2022 Critical Measurements	***Status***
91	Number of MUNIS software modules implemented	New Item
92	Number of legacy applications retired	Ongoing
93	Number of SANS top 20 security measures implemented	Ongoing
94	Unassigned fund balance as a percent of revenues	Ongoing
95	Moody's Investor Service bond rating for Sheboygan	Ongoing

Proposed 2022 Strategic Plan
Action Items and Critical Measurements Update

	COMMUNICATION	
	2022 Action Items	***Status***
96	Create 2023-2027 Strategic Plan with direct input from the community	New Item
97	Maintain Police Department outreach activities and community events	Ongoing
98	Maintain Police Chief's advisory committee	Ongoing
99	Evaluate website platform vendors and evaluate feasibility of having sub-domains for all departments	Ongoing
100	Continuation of Fire Department outreach activities and community events	Ongoing
101	Continuation of home fire safety programs for students in grades K-4	Ongoing
102	Increase Age-Friendly / Livable Community information on social media	Ongoing
103	Continue monthly electronic community newsletter	Ongoing
104	Continue community survey on annual basis	Ongoing
	COMMUNICATION	
	2022 Critical Measurements	***Status***
104	Number of followers on all city departments' Instagram accounts	Ongoing
105	Number of Fire Department public/community events	Ongoing
106	Number of home fire safety programs for students in grades K-4	Ongoing
107	Number of Police Department outreach activities	Ongoing
108	Number of Police Press releases	Ongoing
109	Number of students participating in fire safety programs	Ongoing
110	Number of events / presentations relative to Age-Friendly / Livable Community initi	Ongoing
111	Number of PSAs produced by WSCS Cable TV	Ongoing
112	Number of followers on all city departments' Twitter accounts	Ongoing
113	Number of users on Nextdoor	Ongoing
114	Number of "likes" on all city departments' Facebook accounts	Ongoing
115	Number of Nixle accounts	Ongoing
116	Number of televised Common Council and Committee of the Whole meetings	Ongoing

VIII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 1, 2021.

Your Committee to whom was referred Res. No. 78-21-22 by Alderpersons Felde and Ackley authorizing expenditure of funds received as part of the Criminal Justice, Law Enforcement Drug Trafficking Response (2022) Grant Solicitation; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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. 78 - 21 - 22. By Alderpersons Felde and Ackley.
October 18, 2021.

A RESOLUTION authorizing expenditure of funds received as part of the Criminal Justice, Law Enforcement Drug Trafficking Response (2022) Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has obtained a Law Enforcement Drug Trafficking Response Grant in the amount of $50,000 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the appropriate City officials to sign all documents necessary for the acceptance, administration, and expenditure of the Law Enforcement Drug Trafficking Response Grant.

Betty Anne Ackley

LHPS

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. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 1, 2021.

Your Committee to whom was referred Res. No. 79-21-22 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

44

Res. No. 79 - 21 - 22. By Alderpersons Felde and Ackley.
October 18, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2022, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Betty Ann Ackley

LHPS

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

JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2022, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2022.

2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Dated this ___ day of _____, 2021.

SHEBOYGAN COUNTY

BY: _____
Cory L. Roeseler
Sheriff

Dated this ___ day of _____, 2021.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res. No. ___ - 21 – 22.

agmnts/jtpwrsagmnt-2022

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. November 1, 2021.

Your Committee to whom was referred Res. No. 80-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute the Timber Sale Agreement with Lakeshore Forest Products Inc.; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

4.5

Res. No. 80 - 21 - 22. By Alderpersons Dekker and Perrella.
October 18, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the Timber Sale Agreement with Lakeshore Forest Products Inc.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Timber Sale Agreement with Lakeshore Forest Products Inc.

PW

Dean Dekker

Laura Perrella

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

TIMBER SALE CONTRACT

This contract is entered into between **The City of Sheboygan** (Seller) and **Lakeshore Forest Products Inc.** (Purchaser).

The Seller's hereby authorize the Purchaser to enter upon the following described lands (the Premises); for purposes of cutting and removing timber marked or otherwise designated for cutting by the Seller's.

Part of the NWSE and SWSE, Section 10, T14N, R23E, Town of Wilson, Sheboygan County, WI

Those Premises are further described on the **Sale Map** attached to and made a part of this Contract.

FOR AND IN CONSIDERATION of the following terms and conditions the Seller's and the Purchaser mutually agree:

CONTRACT PERFORMANCE, PERIOD, EXTENSIONS AND TERMINATION

1. PERFORMANCE

a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by all parties and only after submission of all bonds, certificates or statements required under it.

b. Contract Oversight. Cutting and removal of timber purchased under this contract shall be conducted in conformance with this Contract in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the contract period stated in par. 2.

Purchaser shall notify Seller's 48 hours before logging begins and shall keep Seller's informed of status of operations at all times.

c. **Seller's hereby designate Kimberly K. Destree, Consulting Forester as their agent to receive and give notices under this contract.**

The parties agree that Seller's agent shall have the right to inspect logging operations at her discretion and make determinations as to whether or not contract performance is in accord with specifications.

Either party may dispute such determination but shall not be permitted to take action in opposition to such determination without first notifying the other party in writing and making a reasonable effort to meet the other party on the Premises.

2. CONTRACT PERIOD.

a. All work under this contract shall be completed between the signing of the contract by all parties and **April 1, 2022**, for TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this contract.

b. The Seller's may temporarily suspend operations under this Contract due to contract non-compliance.

3. CONTRACT EXTENSIONS.

If it is determined by the Seller's agent that the sale has not been accessible due to uncontrollable weather conditions, a penalty free one year extension will be granted. If additional extensions of this Contract are deemed reasonable by Seller, Purchaser shall pay all reasonable administrative costs of such extensions

plus a **surcharge of 5% of the contract price** for all material not cut and removed. Any extensions thereafter will be subject to a 10% surcharge, accumulating each year thereafter an additional 10%.

4. TERMINATION.

The Seller's may terminate this Contract by oral or written notice to the Purchaser upon its breach. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller's.

DOWN PAYMENT, BOND, REMEDIES AND DAMAGES.

5. DOWN PAYMENT.

The Purchaser has given the Seller's a down payment in the form of cash, a certified check or other form acceptable to the Seller's in the amount of **$1,000.00 (One Thousand and No/100 Dollars)** to commit to completion of the timber sale in a timely manner as specified in the contract.

6. BOND.

Before any logging may begin, Purchaser shall deposit cash, a surety bond, certified check, or other form acceptable to Seller's agent in the amount of **$1,500.00** as a performance bond to insure proper performance. The performance bond shall be held by Seller's agent, Kimberly K. Destree, in trust for the parties until the Purchaser has completed or complied with all contract conditions. Upon breach of any condition of this Contract, the performance bond shall be applied to actual damages incurred by the Seller's. The performance bond (or any balance after damages have been deducted) shall be returned to the Purchaser within sixty days of the completion of harvest consistent with the Contract, if the Purchaser notifies the bond holder in writing that the harvest is finished.

7. REMEDIES.

If timber or other forest products not specifically described in this Contract or designated by the Seller's for cutting are cut, unreasonably damaged or removed by the Purchaser, the Seller's may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, unreasonable damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property, in addition to any Contract remedies for breach.

8. DAMAGES.

The damages to be paid to the Seller's upon the Purchaser's failure to perform this Contract include, but are not limited to:

a. The difference between the Purchaser's bid value of timber not cut and removed under this Contract and the value returned to the Purchaser. The Seller's agree to mitigate the damages for breach by offering the timber for resale within 12 months if the Seller's agent determines the timber is salable based upon its volume or quality.

b. Triple average stumpage rate established in NR 46.30, Wisconsin Administrative Rules, for timber cut, removed or unreasonably damaged without authorization under or in violation of this Contract. The Seller's decision to assess triple damages as provided here and to allow the Purchaser to continue performance under this contract shall not be construed as a waiver of other contract performance requirements.

c. All costs of sale area cleanup or completion of performance not completed by the Purchaser.

d. All costs of resale of timber not cut and removed as required under this Contract.

e. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, the Seller's are not obligated to give oral or written notice to the Purchaser of the resale.

PRODUCTS TO BE REMOVED

9. PAYMENT IN ADVANCE

No forest products may be removed from the Premises until the Purchaser pays for the products or guarantees payment for the products to the satisfaction of the Seller's.

10. TITLE:

Title to stumpage and any forest products cut under this Contract shall remain with the Seller's until payment is received. Title to stumpage and cut products that are not cut and removed before the end of the contract period, even though paid for, shall revert to the Seller's, and the Seller's shall be under no obligation to return payments to the Purchaser.

11. DESIGNATION OF TIMBER

During the period of this contract, the Purchaser is authorized and shall cut, remove and pay for the timber or forest products marked or designated as follows:

Except for trees the parties might mutually agree to leave for good and sufficient reason, all trees marked with orange paint at the stump and at breast height shall be cut. This includes all stems under 5" in diameter which have a paint mark at breast height. Removal of material from non-merchantable trees is optional.

Purchaser shall leave paint on the stump so Seller may verify that only marked trees have been cut.

In addition, there is within the Sale Area 1 clearcut unit. The clearcut unit has been delineated by red paint marks at breast height on trees facing the area to be clearcut. Trees marked with red are NOT to be cut. To make the clearcut easier to find, red ribbon has also been used to mark the boundaries, but the red paint shall take priority over the ribbon if a discrepancy occurs.

Within clearcut units there are "Reserve Trees" marked with red paint on the stump and at breast height. Reserve trees may NOT be cut. Except for Reserve Trees, all trees over one inch in diameter within such clearcut units shall be cut. Within such clearcut units, purchaser may uproot or run down small trees with a skidder except that all oak trees must be severed from the stump prior to uprooting other trees in the area.

SALE TYPE, SCALING, HAULING AND PAYMENTS

12. SALE TYPE: MILL SCALE

PAYMENTS

a. Price per Unit:

Payment to Seller's shall be based on the following and as further described herein:

Species	Product	Estimated Volume	Price Per Unit	Unit
Ash	Sawlogs	31.7	$100.00	MBF
Sugar Maple	Sawlogs	6.9	$425.00	MBF
Beech	Sawlogs	2.5	$80.00	MBF
Basswood	Sawlogs	1.9	$100.00	MBF
Red Oak	Sawlogs	0.2	$425.00	MBF
Misc. Hardwood	Sawlogs	1.4	$100.00	MBF
Aspen	Mixed	22	$12.00	Cord
Misc. Hardwood	Mixed	230	$12.00	Cord
Basswood	Mixed	7	$1.00	Cord

Note: Above volumes are estimates only and are not guaranteed. Actual volume to be determined by scale as provided in Paragraph 12b.

b. Scaling Methods:

1. All logs with a top diameter of 11.0 inches or more on the small end shall be scaled as sawlogs. All logs with a diameter of less than 11.0 inches at the small end shall be scaled as pulpwood, provided that cull logs (less than 33% sound, or seriously degraded or stained so as to be unsuitable for sawlogs) shall be scaled as pulpwood. Any smaller diameter material sold as sawlog sized material shall be paid for at sawlog prices.

2. Pulpwood shall be scaled by mill scale at facilities utilizing such pulpwood material. The parties agree to accept such scale as final.

3. Sawlogs shall be scaled mill scale at facilities mutually agreed by the parties. Seller's agree that Kimberly K. Destree, Consulting Forester shall be its representative for purposes of such mutual agreement.

4. Pulpwood shall be scaled by the cord. A cord is defined as a stack of wood 100 inches long by 4 feet by 4 feet (nominal 128 cubic feet) or is defined using weight conversions as stated in NR 46.30 at the time that the sale was bid.

5. Sawtimber volumes shall be determined by the Scribner Decimal C system. Material scaled as bolts shall be paid for at pulpwood rates.

6. Sawtimber shall be converted to pulpwood using a softwood conversion of 2.44 cords/MBF and a hardwood conversion of 2.2 cords/MBF.

c. Load Accountability:

If Seller's agree that logs may be removed from the Premises prior to Scaling, Purchaser shall maintain a record of all loads removed from Seller's Premises prior to payment, on forms provided by Seller's Agent. Such form shall be available on the Premises in a mutually agreed upon location, protected from the elements, and shall be kept up to date and available for Seller's inspection at all times. All loads shall be recorded on the Load Accountability Form before leaving the Seller's Premises.

When logs are scaled off the Premises, Purchaser shall promptly furnish Seller's with copies of all scale tickets attached to applicable load accountability information.

d. Payment Methods:

1. Purchaser shall make an initial deposit of **$1,000.00 (One Thousand and 00/100 Dollars)** when the contract is signed. An additional advanced payment of **$2,000.00 (Two Thousand and 00/100 Dollars)** is due upon equipment entry. Upon completion of this sale, copies of mill slips must be provided to Seller's agent within 14 days and the final payment shall be made within 30 days.

2. Charges for timber shall be based on timber scaled as provided in 12b above using prices as stated in 12a above. Upon completion of the harvest, Purchaser shall notify Seller's of timber scaled and charges for such scaled timber and adjustments shall be made for payment of such timber to Seller's.

3. If material included in this sale is not removed by Purchaser, payment shall be made for such material at prices and volumes provided in Paragraph 12a.

e. Refund of Down Payment: Seller's shall not be obligated to return the down payment provided for in Paragraph 12d(1) or any portion of it if Purchaser fails to remove all timber or forest products authorized for removal.

13. SURCHARGE: None.

UTILIZATION AND OPERATIONS

14. STUMP HEIGHT; TOPS.

Tree stumps shall be cut as close to the ground as practical, otherwise maximum stump height shall not exceed stump diameter; and for stumps ten or more inches in diameter, stumps shall not exceed ten inches in height. For sales including cordwood products, trees shall be utilized to a 4" minimum top diameter.

15. WASTE.

The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller's or adjoining land used in conjunction with the harvest and use reasonable care not to damage trees not designated or marked for cutting. Young trees bent or held down by felled trees shall be promptly released.

16. ZONE COMPLETION.

The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller's.

17. ROADS, LANDING, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).

a. When not otherwise designated by the Seller's, the location of roads, landings, mill sites and campsites on Seller's property are subject to advance approval and under the conditions established by the Seller's. All restoration, cleanup or repair of roads, bridges, fences, gates, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the reasonable satisfaction of the Seller's, is the responsibility of the Purchaser.

b. Logging debris accumulated at landing areas shall be scattered within the sale area to the reasonable satisfaction of the Seller's.

c. Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller's under sub d.

d. Roads and landings shall be graded or closed to the satisfaction of Seller's agent upon completion or termination of the Contract.

e. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.):

None.

f. The Purchaser agrees to comply with the Best Management Practices (BMP) guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural resources, publication FR-093.

18. OTHER APPROVALS.

Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

19. SURVEY MONUMENTS.

The Purchaser agrees to comply with s. 59.635, Wis. stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

20 FOREST FIRE PREVENTION.

The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include but are not limited to:

a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.

b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors that have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained.

c. If a fire occurs, the Purchaser agrees to promptly report the fire and cooperate in the control and suppression of the fire.

d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.

e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stat., caused by their operation under this Contract.

21. SLASH REMOVAL.

Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:

a. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.

b. Additional Slash Requirements: Tops shall be lopped and scattered to lie within 36" of the ground with some discretion, to be determined by Seller's agent, where large topped hardwoods are felled.

22. CLEANUP AND USE OF SALE AREA.

a. The Purchaser shall remove equipment, tools, solid waste and trash remaining on the sale area or Seller's property or adjoining land used in conjunction with the harvest upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.

b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of Seller.

23. HAZARDOUS MATERIALS

The Purchaser agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel and diesel fuel. Any on-site spillage must be properly reported, removed and cleaned up by the Purchaser in accordance with applicable statutes and rules of the State of Wisconsin.

24. ADDITIONAL UTILIZATION AND OPERATION REQUIREMENTS:

- Except for minor unavoidable damage, residual trees shall not be damaged in logging operation.
- Purchaser shall notify Seller or Seller's agent 48 hours before logging begins and shall keep Seller informed of status of operations at all times.
    - Seller hereby designates Kimberly K. Destree, Consulting Forester as his agent to receive and give notices under this contract.

- Purchaser is fully responsible for any damage to neighboring property or public rights-of-way. If Purchaser gains permission to use property of others in his operations, Purchaser shall be fully responsible for any cleanup or damage.

- No equipment will be allowed to operate when ground conditions will not support the equipment. In lowland areas, logging must be immediately discontinued if rutting occurs. If Purchaser continues to log after rutting begins, Purchaser shall pay liquidated damages for any ruts. A rut is hereby defined as a depression of 10" or greater for a combined length of 100' or greater. The amount of such damages shall be determined by Consulting Forester, Kimberly K. Destree. Purchaser shall pay for the cost of such determination. Summer logging will be allowed if ground conditions will support equipment.

- Winter logging will be required. No equipment will be allowed to operate unless the ground shall be sufficiently frozen to support the equipment. Rutting will not be allowed.

- No equipment operation may occur within 15' of the stream bank. No main hauling roads may be located within 50' of the stream bank edge. Stream may not be crossed unless a stream crossing permit is filed with the DNR. All Best Management Practices for Water Quality must be followed.

- Logging during the gun hunt allowed.

- Purchaser shall restore roads, landings and other improvements to the satisfaction of Seller's agent upon completion.

- All slash shall be lopped and scattered to lie within 3 feet of the ground.

- A stream crossing structure will be required. If the ground is frozen a stream crossing permit is not required. If not frozen, a stream crossing is required with associated fees and preparation time. Seller will be responsible for the cost of a stream crossing permit.

NOTICE OF INTENT TO CUT AND COMPLIANCE WITH LAWS

25. The Purchaser shall file a declaration annually with the county clerk in any manner acceptable to the county of his or her intentions to cut forest products pursuant to section 26.03, Statues, and comply with all other notice requirements, laws and ordinances with respect to work under this Contract.

26. The Purchaser shall acquire all necessary permits (such as road access, wetland or stream crossing permits, and others).

TITLE BOUNDARY LINES AND ACCESS

27. The Seller's guarantee title to the timber and to defend it against any and all claims and, when necessary, to have the boundaries marked with flagging or other suitable means before any timber is harvested.

28. The Seller's agree to provide access to the Sale Area, and if essential to completion of the contract, to cooperate with the Purchaser in gaining access across land owned by a third party.

LIABILITY AND INSURANCE

29. The Purchaser agrees to protect, indemnify and save harmless the Seller's and the seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under this contract or in connection with any action or omission of the Purchaser, who shall defend the Seller in any cause of action or claim.

30. Unless the Purchaser is exempted by the Seller's from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller's based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats. The Purchaser must provide an original certificate of insurance naming the Seller's as a certificate holder so the insurance carrier can notify the Seller's should the insurance expire.

31. The Purchaser agrees to furnish the Seller's with a certificate of public liability insurance covering the period of logging operations on the Seller's property for:

A. $1,000,000 single limit liability for personal injury or $1,000,000 bodily injury per person and $1,000,000 per occurrence; and

B. $1,000,000 property damage.

GENERAL

32. The Purchaser is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of the Seller's. The Seller's agree that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller's (or Seller's agent acting for Seller's) reserve the right only to inspect the job site for the sole purpose of insuring that the cutting is progressing in compliance with the cutting practices established under this Contract. The Seller's take no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or it's employees. The Seller's further agree to exercise no control over the selection and dismissal of the Purchaser's employees.

33. The Seller's agree to initially designate the timber to be sold and may make inspections for the purposes of ascertaining whether the timber has been cut and the Contract has been complied with. All work shall be performed in a workman-like manner. Work shall be performed in accordance with the requirements of the contract. The parties stipulate that in fulfillment of the terms of this timber sale Contract, the Seller's warrant that the Purchaser has clear and unencumbered title to the stumpage subject to this Contract.

34. This Contract or work under it may not be assigned or subcontracted in part or in whole without prior written approval from the Seller's and may be changed or amended only in writing. The Purchaser agrees to notify the surety, if any, of any such change or amendment.

35. This Contract, together with specifications in the request for bids as well as reference to parts and attachments, shall constitute the entire agreement and any previous communications or agreements pertaining to this Contract are hereby superseded. Any amendments to this Contract shall be in writing, signed and dated by both parties.

36. Neither party shall be liable for defaults or delays due to acts of god or the public enemy,

acts or demands of any government or governmental agency, strikes, fires, flood, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five days after the beginning thereof. If such uncontrollable circumstances continue for 30 days and prevent either party from complying with the terms of this agreement, either party shall have the option of terminating upon ten days notice to the other.

37. This contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state, and local laws, ordinances and regulations in effect during the contract period.

The City of Sheboygan (Seller):
David Biebel – Director of Public Work

Address: 2026 New Jersey Ave.

Sheboygan, WI 53081

Signature:_____

Date:_____

Lakeshore Forest Products Inc. (Purchaser):

Address: 107 Mill Ave., P.O. Box 187

Francis Creek, WI 54214

Signature:_____

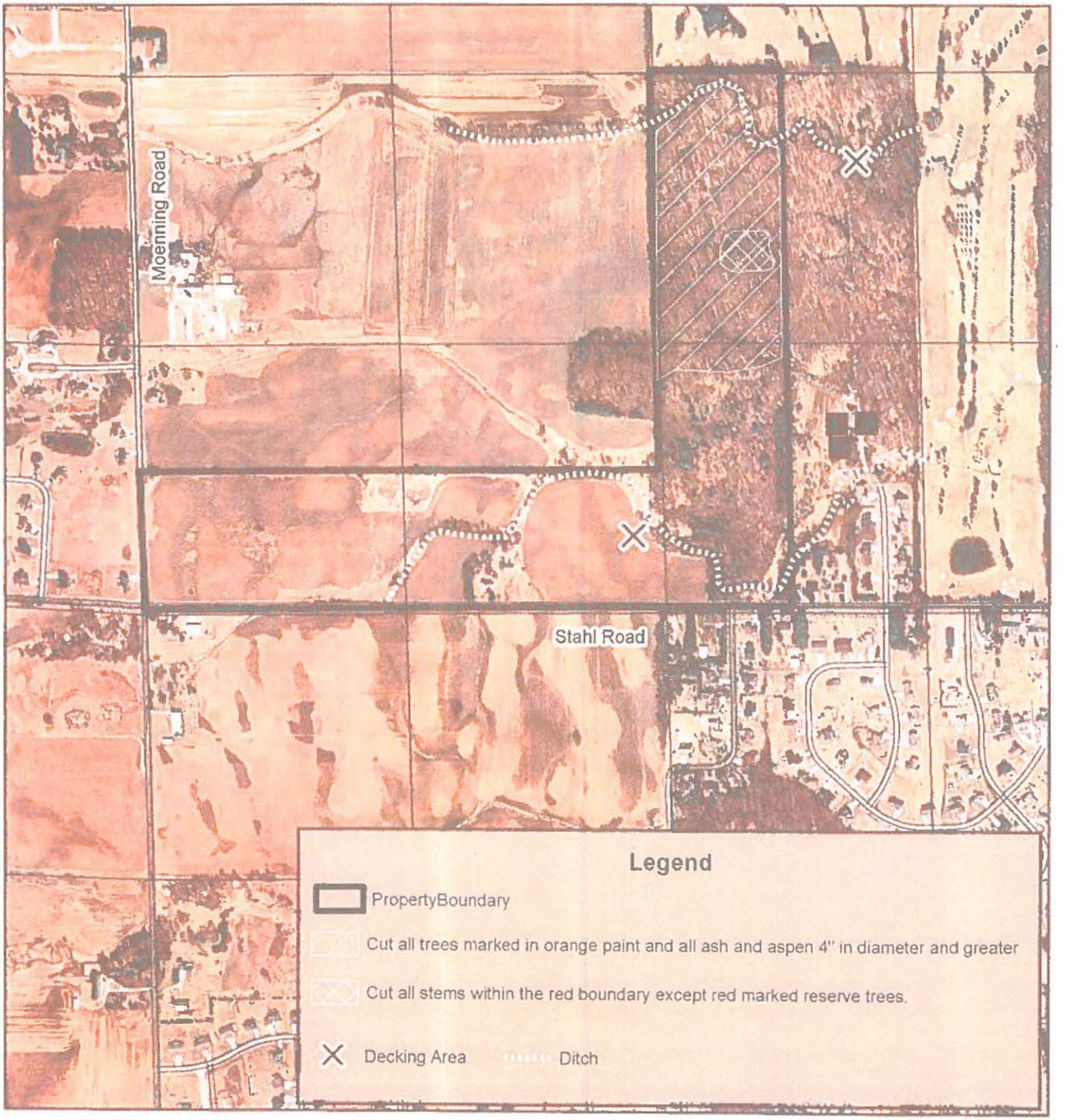
Date:_____

We have read and understand the entire contract.

County: Sheboygan	Landowner: The City of Sheboygan			MFL? NO - Not Certified
Township: Wilson	Address: Stahl Road, Sheboygan			
Section: 10	Township: 14N	23E	Sale Acreage: 20	Landowner Phone: Tim Bull: 920-979-1810

Disclaimer: The location of the illustrated property boundaries are approximations intended only for resource management. This does not represent a survey nor is it intended to replace such.

Scale: 1" = 1/4 mile



4.1
9.1

R. O. No. 76 - 21 - 22. By CITY PLAN COMMISSION. September 7, 2021.

Your Commission to whom was referred Gen. Ord. No. 18-21-22 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends adopting the Ordinance.

CITY PLAN COMMISSION

Laydover
Filicky-Peneski/Perrella
Adopt Ord
Filicky-Peneski withdraw motion
Filicky-Peneski/Perrella
hold for 30days
Bohren/Perrella open the floor
7-AYES
1-Abstain (Savaglio)
1-Nay (Filicky-Peneski)
on motion to hold,
8 ayes
1 abstain (Savaglio)

X

7.1

Gen. Ord. No. 18 - 21 - 22. By Alderperson Filicky-Peneski. August 16, 2021.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential 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 Class Institutional and Community Facilities to Two-Family Residential Classification:

Property located at 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870):

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3, 4, 5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

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.

Roberto Filicky-Peneski

city plan

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

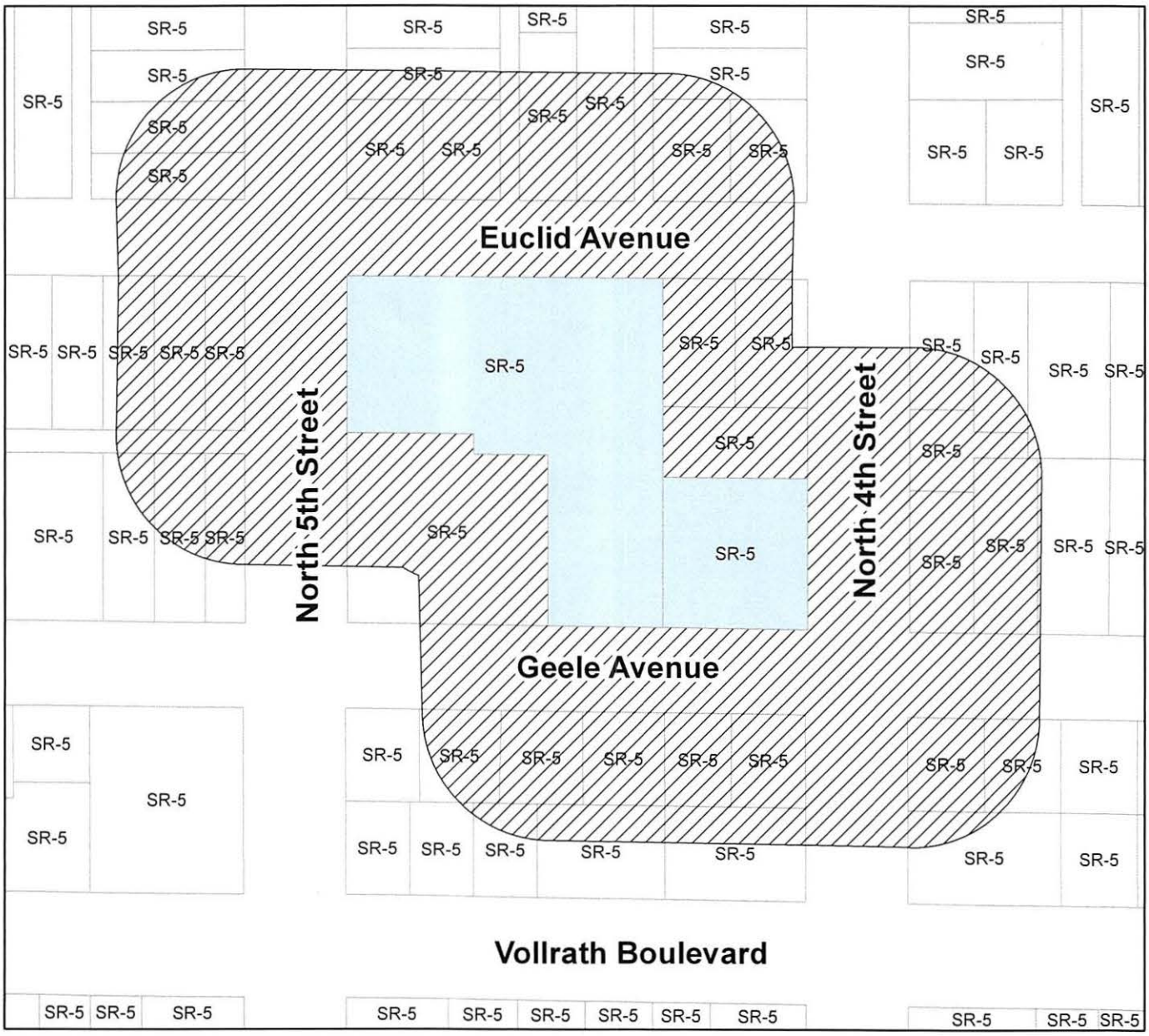
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM INSTITUTIONAL AND COMMUNITY FACILITIES TO TWO-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



0 50 100 200 300 400 Feet

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R. O. No. 77 - 21 - 22. By CITY PLAN COMMISSION. September 7, 2021.

Your Commission to whom was referred R. O. No. 64-21-22 and Gen. Ord. No. 19-21-22 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends filing the R. O. and adopting the Ordinance.

CITY PLAN COMMISSION

Laydown
Filicky-Peneski/Perrella
adopt Ord
Filicky-Peneski withdraw motion
Filicky-Peneski/Perella
Hold 30 days
Bohren/Perella open floor to Angel Berry
7 Ayes
1 Abstain (Savaglio)
1 Nay (Filicky-Peneski)
Angel Berry spoke
On motion to hold,
8 Ayes
1 Abstain (Savaglio)

X

7-2

Gen. Ord. No. 19- 21 - 22. By Alderperson Filicky-Peneski. August 16, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) 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 Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification:

Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870:

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3, 4, 5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

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.

Roberta Filicky-Peneski

cityPlan

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____.

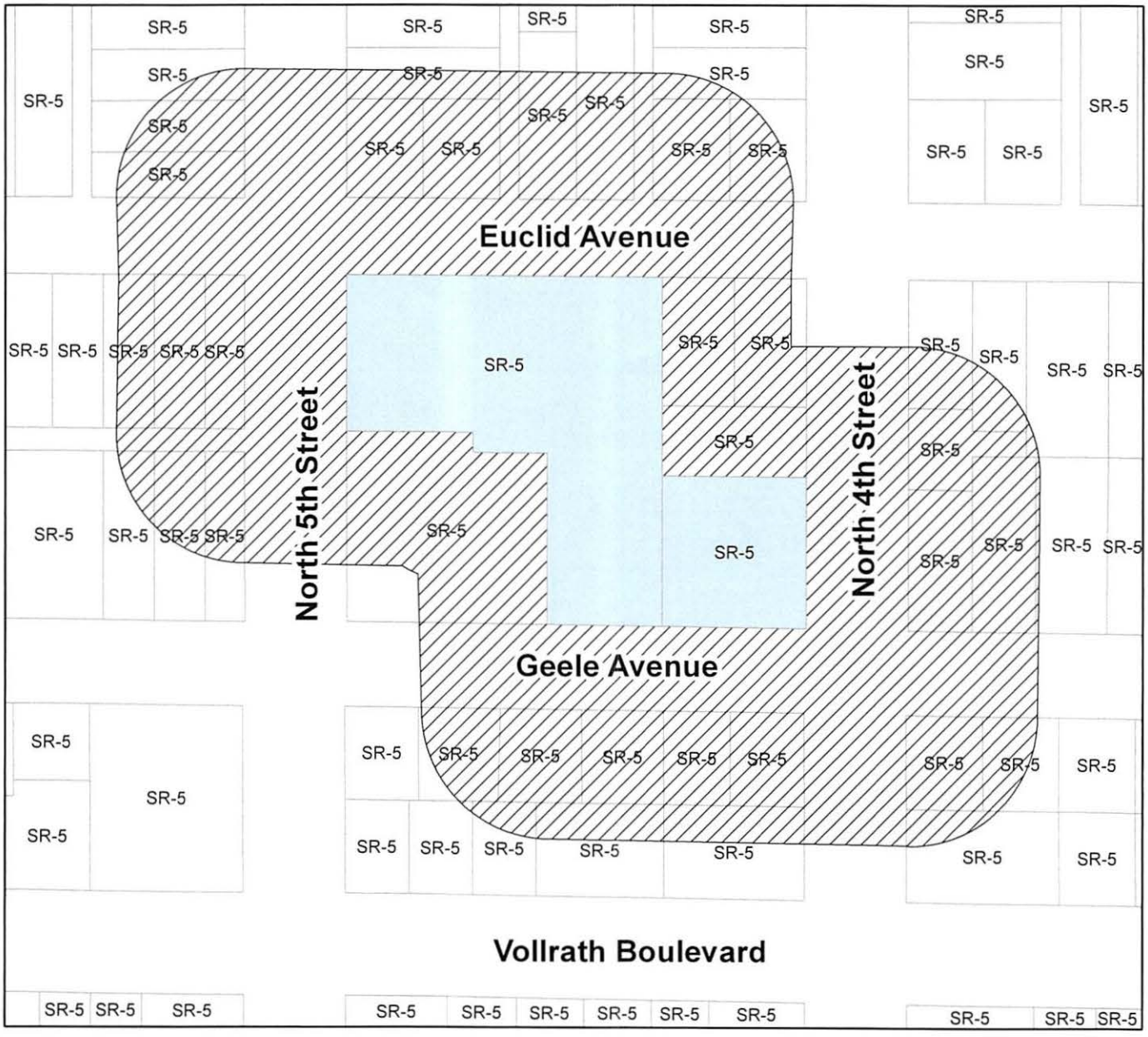
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM SUBURBAN RESIDENTIAL (SR-5)
TO MIXED RESIDENTIAL (MR-8)

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



0 50 100 200 300 400 Feet

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4.5

R. O. No. 64 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting an application from A Million Dreamz Inc. for a change in zoning classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8).

city plan

CITY CLERK

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

AUG 0 9 2021

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: A Million Dreamz Inc PHONE NO.: (920)287-8879

ADDRESS: 639 N 25th St Sheboygan WI 53081 E-MAIL_angel@amilliondreamz.org

OWNER OF SITE: Sheboygan Christian School Association
PHONE NO.: (920)458-9981

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 418 Geele Ave Sheboygan, WI 53083

LEGAL DESCRIPTION: NE ¼ OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST ASSESSMENT SUBD NO 21 LOTS 3, 4, 5, & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2 AND ASSESSMENT SBD NO 21 LOT 9 BLOCK 2

PARCEL NO. 59281004850 and 59281004870 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Suburban Residential SR-5

PROPOSED ZONING DISTRICT CLASSIFICATION: Mixed Residential MR-8

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former location of the Sheboygan Christian School, grades 3K through 5

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: 24 hour, 7 day per week childcare and family enrichment center

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? Following a rezoning to MR-8, A Million Dreamz will be able to apply for a conditional use permit to operate a childcare and family enrichment center. This is in line with the general welfare of the community without effecting any wetlands or flood plains. We do not intend to change the footprint of the property at this time.

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

- ❑ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ❑ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ⇨ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

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

- ❑ Explain: The former school has relocated, offering this property for sale. We intend to purchase the property and operate a different type of facility, therefore requiring a change of zoning to align with the current zoning ordinance.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? A school has been in this location since at least 1951. We will continue to utilize this property for the care and education of young people, eliminating a need for any change to the land use and without additional impact on the environment.

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

Under the city's consolidated plan for 2020-2024,(see attached) there is a specific call for the services that A Million Dreamz intends to offer. see 91.215(f) of the consolidated plan. Within the plan as Priority 7 is the need for public services including child care assistance that we intent to offer our clients. However, I would posture that we are also

integral to priority needs numbers 2, 3, 4, 6, and 8. To maintain and improve both rental and owner-occupied housing, families with children need reliable childcare to maintain employment, increase wages through continuity and quality of employment and have access to additional funds that are often diverted from home maintenance into high childcare costs. Without access to quality, reliable and affordable childcare there is a side effect of perpetuating poverty for those families in our area that have small children. As a family enrichment center, we will be offering many of the public services that are considered needed under priority 6. The increase in home ownership that is scheduled as priority 8 will be assisted by the availability of our continuous care, our intended flexibility and reliability allowing for parents to maintain job security and work toward advancement within employment, both of which will set up more opportunities for home ownership. Simply put, we believe that our services are required to advance the city down the path that it has planned.

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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.

Angel M Berry
APPLICANT'S SIGNATURE

August 7, 2021
DATE

Angel M Berry
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.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Access to Rental Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Affordable Housing Market Analysis Re-Evaluate City Rehab Programs New owner-occupied housing construction Homelessness
	Description	A high need for increased affordable rental housing and access to affordable rental housing was identified through the consultation and citizen participation process. Sheboygan's low and moderate income community, including the homeless and special needs population, has difficulty securing affordable rental housing

	Basis for Relative Priority	Input received from the community and citizen participation phase.
2	**Priority Need Name**	Maintain and Improve Rental Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Individuals Families with Children veterans Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Accessibility improvements to existing homes Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to maintain and improve Sheboygan's existing rental housing supply. The old age of Sheboygan's rental housing requires the City to take action in order to ensure a positive quality of life for low and moderate income renters throughout the City.
	Basis for Relative Priority	
3	**Priority Need Name**	Maintain and Improve Owner Occupied Housing

	Priority Level	High
	Population	Extremely Low Low Moderate Middle Families with Children Elderly
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Accessibility improvements to existing homes Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to maintain and improve Sheboygan's existing homeowner housing supply. The old age of Sheboygan's homeowner housing requires the City to take action in order to ensure a positive quality of life for low and moderate income homeowners throughout the community
	Basis for Relative Priority	
4	**Priority Need Name**	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Families with Children
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Economic Development

	Description	A high priority need for improving and maintaining commercial activity and economic viability within the low and moderate income areas of the City was identified through consultation and community input. A need exists for workforce development and job training in order to provide economic opportunities for low and moderate income residents.
	Basis for Relative Priority	
5	**Priority Need Name**	Public Infrastructure
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to improve and maintain the existing public infrastructure and public facilities. Street resurfacing, sidewalk repair, street lighting, and other public infrastructure improvements were identified through community input and consultation as a high priority need.
	Basis for Relative Priority	
6	**Priority Need Name**	Public Facilities
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Neighborhood Revitalization and Stabilization Community Facilities
	Description	There exists a high need to improve and maintain public facilities. Improvements to public parks, community centers, and other public facilities are needed to maintain and improve the low and moderate income community areas of Sheboygan.
	Basis for Relative Priority	
7	**Priority Need Name**	Public Services
	Priority Level	Low

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Mental and Health Services Youth Assistance Program Child Care Assistance
	Description	A high priority need for public services improvements and accessibility to public services was identified through consultation and community input. There exists a gap in the services available within Sheboygan to effectively and comprehensively address the needs of the community.
	Basis for Relative Priority	
8	**Priority Need Name**	Homeownership
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Increased home ownership opportunities Re-Evaluate City Rehab Programs New owner-occupied housing construction Homelessness
	Description	There is a need for assistance to acquire, rehab, or construct new homeownership units for moderate income residents due to the high cost of housing in Sheboygan.
	Basis for Relative Priority	

Narrative (Optional)

None

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 211306
License No: 0000
Date: 08/09/2021
Received By: MKC
Received From: A MILLION DREAMZ INC
Memo:
Method of Payment: $200.00 Check No. 000105
Total Received: $200.00

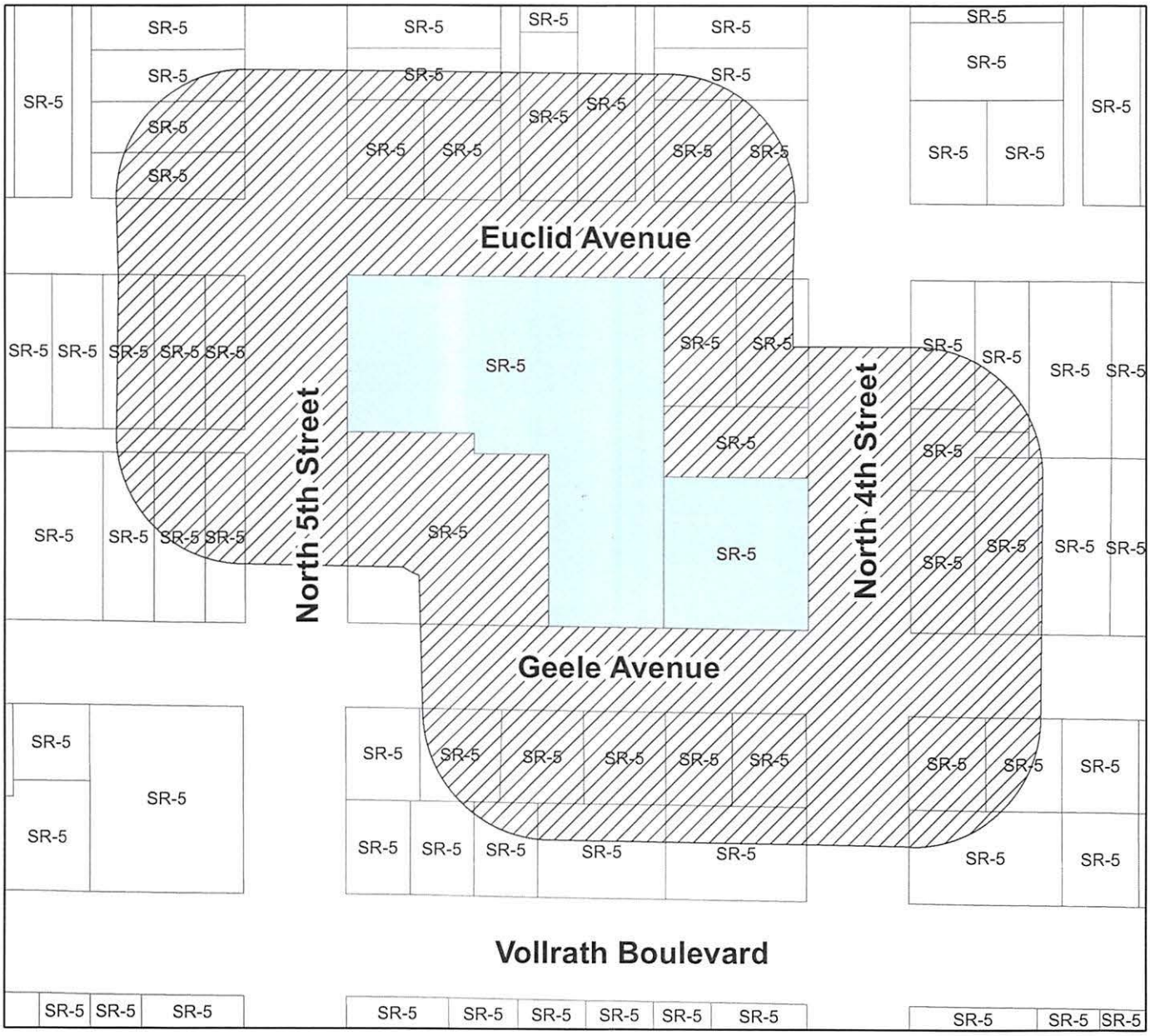
Fee Description	Fee
Zoning Change	200.00

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

PROPOSED REZONE
FROM SUBURBAN RESIDENTIAL (SR-5)
TO MIXED RESIDENTIAL (MR-8)

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



0 50 100 200 300 400 Feet

N
W E
S

II

R. O. No. ____- 21- 22. BY DIRECTOR OF PUBLIC WORKS. November 1, 2021.

Submitting the request to disinter William C. Eckhardt who is interned at Wildwood Cemetery Section 21 Lot SW/2-37 Grave 3 and relocate his remains in Wildwood Cemetery Section 21 Lot SW/2-37 Grave 1 that is owned by his spouse Joan Kimberly Eckhardt.

PW

_____

DIRECTOR OF PUBLIC WORKS

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2022, the County will distribute $1,695,286 to local units of government, which includes $489,285 to the City of Sheboygan during calendar year 2022, which is an increase of $43,759 from 2021; and

WHEREAS, in 2022 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

FJP

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

_____

_____

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

SHEBOYGAN COUNTY

Vernon Koch
Chairman of the Board

Adam N. Payne
County Administrator

October 11, 2021

Mayor Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081Name

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating $1,695,286. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2022 and September 2022.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1st. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Wendy Charnon, or County Transportation Director Greg Schnell.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Adam Payne, County Administrator

Cc: Finance Director Wendy Charnon
Transportation Director Greg Schnell
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

Telephone (920) 459-3103
Facsimile (920) 459-3144

Administration Building
508 New York Avenue - Room 311
Sheboygan, WI 53081-4126

Vernon.Koch@SheboyganCounty.com
Adam.Payne@SheboyganCounty.com
www.SheboyganCounty.com

Sheboygan County Sales Tax Revenue Sharing with Municipalities
For Budget Year 2022 - PRELIMINARY

MUNI NAME	2021 EQ VAL LESS TID INCREMENT	PERCENT	PRELIMINARY 2022 BUDGET ALLOCATION
GREENBUSH	173,449,800	1.59%	$26,961.00
HERMAN	169,407,300	1.55%	$26,333.00
HOLLAND	385,937,200	3.54%	$59,991.00
LIMA	277,564,000	2.55%	$43,145.00
LYNDON	200,989,900	1.84%	$31,242.00
MITCHELL	142,887,800	1.31%	$22,211.00
MOSEL	151,201,000	1.39%	$23,503.00
TOWN OF PLYMOUTH	412,243,000	3.78%	$64,080.00
RHINE	436,017,400	4.00%	$67,775.00
RUSSELL	41,458,000	0.38%	$6,444.00
SCOTT	183,994,800	1.69%	$28,601.00
TOWN OF SHEBOYGAN	923,257,800	8.47%	$143,513.00
TOWN OF SHEBOYGAN FALLS	262,481,900	2.41%	$40,801.00
SHERMAN	167,680,900	1.54%	$26,065.00
WILSON	508,862,000	4.67%	$79,099.00
ADELL	42,809,300	0.39%	$6,654.00
CASCADE	45,588,800	0.42%	$7,086.00
CEDAR GROVE	166,946,900	1.53%	$25,951.00
ELKHART LAKE	337,267,400	3.09%	$52,426.00
GLENBEULAH	36,681,200	0.34%	$5,702.00
HOWARDS GROVE	297,343,300	2.73%	$46,220.00
KOHLER	504,057,400	4.62%	$78,352.00
OOSTBURG	229,168,900	2.10%	$35,623.00
RANDOM LAKE	173,954,300	1.60%	$27,040.00
WALDO	39,964,800	0.37%	$6,212.00
PLYMOUTH	741,841,100	6.80%	$115,313.00
SHEBOYGAN	3,147,701,000	28.86%	$489,285.00
SHEBOYGAN FALLS	705,459,400	6.47%	$109,658.00
COUNTY TOTAL	10,906,216,600	100.00%	$1,695,286.00

SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2022 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES**. The parties to the Agreement are the **City of Sheboygan** (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE**. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION**.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. The term of this Agreement is for calendar year 2022.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY**. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2022, pay to Municipality as a distribution of sales tax revenue, the sum of $489,285.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly

notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

_____
[Municipality]

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN COUNTY

By:_____ _____
Adam N. Payne Date Signed
Sheboygan County Administrator

By:_____ _____
Vernon Koch Date Signed
County Board Chair

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Sheboygan County Shared Revenue Program

Budget Year 2022

(Form A)

Section One

Municipality: _____

Transportation Budget 2021: $_____

Transportation Estimated Actual Expenditures for 2021: $_____

Transportation Budget Proposed 2022: $_____

County Shared Revenue: $_____

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2022? (check one) ☐ Yes ☐ No ☐ Project is a multi-year project

Section Two - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project)*:

Project(s) Description

Where: _____

What work will be done: _____

Project ID: _____

Total cost of Project: $_____

Anticipated start of Project: _____

Anticipated completion of Project: _____

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

_____ _____

Signature Date

_____

Title

Administration Building
508 New York Avenue - Room 208
Sheboygan, WI 53081-4126

Telephone (920) 459-3765
Facsimile (920) 459-0334

Wendy.Charnon@sheboygancounty.com
Lucy.Vue@sheboygancounty.com

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski. November 1, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget regarding the Human Resources Department.

WHEREAS, Staff has reviewed the existing 2021 Budget appropriations and identified the need to re-appropriate funds within the 2021 budget for the Human Resources Department; and

WHEREAS, at this time, the Human Resources Department has a remaining operating budget of $3,401 for 2021, including wages; and

WHEREAS, there appear to be two primary causes for the Human Resources Department's current budget situation: (1) unanticipated expenses due to the turnover of the City's longtime benefits specialist; and (2) the need to make payments to Carlson-Dettmann Consulting related to the classification and compensation study approved in Res. No. 190-20-21.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for HR Contracted Services (Account No. 10118100-521900) by $107,615.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation shall come from the General Fund Contingency Reserve (10199020-810103).

FTP 2/3

_____

_____

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. ____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing a transfer in the 2021 budget related to donations and fundraising activities to support the Mayor's International Committee.

WHEREAS, in the past, some of the donations received in support of the Mayor's International Committee were incorrectly receipted into the General Fund, rather than a Special Revenue Fund, which would segregate the funds for the specified purpose of supporting the International Committee; and

WHEREAS, it is appropriate to correct this past practice; and

WHEREAS, the International Committee Special Revenue Fund is set up as a multi-year fund in which monies remain and rollover each year until spent.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer $27,868.82 from the General Fund Contingency Reserve (Account No. 10199020-810103) to the International Committee Special Revenue Fund (251501.467101).

F+P
2/3(7)

_____

_____

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. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Transportation Equipment Sales Corporation (TESCO) for the purchase of one diesel-powered paratransit bus for Shoreline Metro Transportation, and terminating the authorizations in Res. No. 58-21-22 regarding the purchase of a diesel-powered paratransit bus.

WHEREAS, Shoreline Metro Transportation has received a grant from the Federal Transit Administration for the purchase of one diesel-powered paratransit bus; and

WHEREAS, this bus will replace an older unit and be used in the transportation of disabled and elderly clientele throughout Sheboygan County; and

WHEREAS, the grant will allow the City to be reimbursed for 80% of the total cost of the bus; and

WHEREAS, the State of Wisconsin has previously obtained bids for and entered into contracts with vendors of, among other things, medium size paratransit buses (Request for Bids 510366); and

WHEREAS, the State of Wisconsin's Request for Bids 510366 includes the clauses and certifications (including Buy America) required to comply with the Federal Transit Administration's grant terms; and

WHEREAS, the Common Council previously approved Res. No. 58-21-22, which approved the purchase of a medium size paratransit bus from A & J Commercial, but City Staff learned after Res. No. 58-21-22 was approved that the current vendor for medium size paratransit buses under State of Wisconsin Request for Bids 510366 is Transportation Equipment Sales Corporation (TESCO), not A & J Commercial; and

WHEREAS, because A & J Commercial is not the correct vendor, it is appropriate to terminate the authorizations in Res. No. 58-21-22 regarding the purchase of a diesel-powered paratransit bus; and

WHEREAS, as a result of Request for Bids 510366, the State of Wisconsin entered into an agreement with TESCO for the purchase of medium size paratransit buses; and

WHEREAS, relevant federal law and the City's Procurement Policy allows the City to use the State of Wisconsin's contractual terms and prices, like those in Request for Bids 510366, when purchasing goods pursuant to a Federal Transit Administration grant; and

F+P

WHEREAS, a quote for a medium size paratransit bus (including license and title) from TESCO pursuant to the State of Wisconsin's contract with TESCO is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order in the amount of $83,344.00 to TESCO for the purchase of one paratransit bus including options, license and title.

BE IT FURTHER RESOLVED: That the Common Council recognizes this purchase order will be subject to the terms and conditions from State of Wisconsin Request for Bids 510366, a copy of which is available at WisconsinDOT.gov.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the bus, not to exceed $83,344.00, from Transit Capital - Vehicles (Account No. 65193020-641100).

BE IT FURTHER RESOLVED: That upon receipt of the paratransit bus the appropriate City officials are instructed to take the steps necessary to obtain reimbursement of 80% of the purchase price of the bus pursuant to the terms of the grant from the Federal Transit Administration.

BE IT FURTHER RESOLVED: That the authorizations contained in Res. No. 58-21-22 are hereby rescinded.

_____

_____

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

October 15, 2021

County of Sheboygan
Attn: Bernie Rammer
508 New York Avenue
Room 208
Sheboygan, WI 53081

Quote NQ50563-A

Additional Equipment Cost

(2) Spare Tires & Wheels at $367.00/ea = $734.00
¾ MarineTech Plywood at $725.00
GO ES Double Foldaway w/grab handle & level 4 fabric - $1,470.00
Title & Registration Fee at $249.50

TOTAL : $3,178.50

Cathy Hanley
TESCO Regional Sales Rep
Transportation Equipment Sales Corp. (TESCO)
Cell: 847.302.3641
chanley@tescobus.com

TESCO®
Transportation Equipment Sales Corp.

Proven Quality.
Trusted Name.

Quote #NQ50563-3

10/18/2021
House Account
jpappas@tescobus.com
p 419.836.2835
f 419.836.8460

6401 Seaman Rd.
P.O. Box 167230
Oregon OH 43616-7230
www.tescobus.com
419.836.2835

City of Sheboygan
608 S. Commerce Street
Sheboygan WI 53081

Derek Muench
920-459-3281
dmuench@shorelinemetro.com



Picture is from a similar vehicle

Qty: 1

2022 Elkhart Coach ECII

with a 2022 Ford E450

8 pass. with 3 w/c positions & driver

Engine: 7.3L
Wheelbase: 176
GVWR: 14500

Standard Chassis Equipment

Ford E-450 176" WB w/7.3L V8 Premium Gas Engine
14,500 GVWR
Bluetooth Capable AM/FM Clock Radio w/USB Input & 2 Speakers
Standard 210 AMP Alternator
6 Speed Automatic Transmission
LT225/75RX16E Tires
Engine Block Heater
Vinyl Front Flooring
50 State Emissions
Cruise Control
55 Gallon Fuel Tank
Dual Batteries
Electronic Stability Control
Daytime Running Lights

Standard Body Equipment

Fully Insulated - Steel Cage Body Construction
96" Exterior Width
77" Headroom (75" with Raised Floor)
91 1/4" Interior Width
36" Full-View Aluminum Entry Doors
Emergency Side Egress Windows
Compliant With FMVSS Performance Requirements
Ford QVM Certified Construction
Altoona Tested: 7 year/200,000 Mile
FRP Vacuum-Laminated Seamless One Piece Roof
White Fiberglass Vacuum Laminated Exterior Walls
All Aluminum Skirts
36" x 36" Top T-Slider Windows
Drip Rails Over Windows & Entry Doors
Mor-View Right side Cab Window
Adjustable Exterior Driver Mirrors
White Aluminum Skirts
Rear ABS Fender Flairs
Stylized ABS Rear Trim
ICC Marker Lights Front and Rear
5/8 Exterior Plywood Sub-Floor
QVM Compliant Undercoating
Powder Coated One Piece Steel Rear Bumper
Rear Mud Flaps
Entry Door & Driver Modesty Panels
Entry Door Assist Handles
Step Well Courtesy Light
Gray Vinyl Pads and Cab Area
Smooth Vacuum Laminated FRP Interior Walls
Red Lights at Egress Windows
Master Electronic Printed Circuit Board Control Panel
Manual Reset Circuit Breakers
Color/Function Coded Wiring Harness
Grab Rail,Entrance Vertical Both Sides
Back-up Camera System w/7" Rearview Monitor/Mirror Combo
5 Year - 100,000 Mile Forest River Bus Warranty
LED Interior and Exterior Lights

Body and Chassis Standard Equipment is subject to change without notice and may be replaced by Options Included on next page.

(Line 9)

TESCO®
Transportation Equipment Sales Corp.

Proven Quality.
Trusted Name.

Quote #NQ50563-3

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City of Sheboygan
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920-459-3281
dmuench@shorelinemetro.com

Options Included

Additional Installed Options

GO ES Double Foldaway w/Grab / Level 4 Fabric
(2) (2) Spare Tires & Wheels
Title & Registration
3/4 MarineTech Flooring

Audio - Video

Four Speakers for OEM Radio, Two in Cab Area & Two in Passenger Cabin

Chassis Options

Disconnect Switch - Battery Cut-Off
Exhaust - Route to Streetside
Mud Flaps - Front, 1 Pair
Alignment - Castor & Camber Kit, Ford Only
Set of (2) Valve Stem Extensions that Secure to the Outside of the Wheel
Battery Box with Slide Out Tray, Gas Only, Ford Only
Running Board
Stepwell - Stainless Steel IPO Standard
Back-Up Alarm

Climate Control

(2) Heater - 65K BTU Wall Mount
A/C 5CR2HD 70K BTU, EZ-5 Evap, CR-2 Roof Mount Condenser, Dual Comp
Stepwell - Front Heated - Per Step, Electric w/Switch (1st Step)

Decals

Decal - "Priority Seating W/C Area", (ADA Required)

Doors

Door - Fuel Fill, Locking
Door - Padded Header at "Rear" Door
36" Electrical Entry Door w/A&M Electric Door Header
Starter Interrupt for Emergency Door
Rear Door w/2 Windows & Door Ajar Buzzer, 36" Width
Interlock to Prevent Electric Entry Door from Being Opened Unless Trans is in Park

Electronics

Electrical Schematic - Wiring as Built
Electrical Schematic - Laminated Electric Legend on Elec. Door

Exterior

Rub Rails - Black Rubber
Use Weather Pak Exterior Connectors IPO Standard
(300) Skirts - Fiberglass ILOS (Per Inch of Bus, Overall Length)
2" Wide Reflective Tape to Outline Rear of Bus & Run Length of Sidewalls Below Windows
3" Wide Stripe Above Window & 8" Wide Stripe Below Windows on Sidewalls

Floor Covering

Rubber - Step Nosing - Yellow
Rubber - Black w/Radius, w/34" Aisle

Interior

(8) Seating - Go ES Top Grab Rail
Interior - Fuel Tank Access Plate for Sending Unit, Diamond Plate
(6) Seating - Go ES 12" Seat Belt Extender
(12) Seat - Fabric Ugrade to Level 4, (1) Pass Seat
Grab Rail - Entrance Parallel to Steps, Both Sides (ADA Required)
Seat - Driver, Freedman "Shield", Recline, RH Armrest (Ford)
Grab Rail - Ceiling (Both Sides of Aisle) Includes Standee Line & Sign
(6) Seating - Go ES Double AM Foldaway Seat With 3 Point Belts
Upgrade to Adzel Superlite VGX ILO Luan for Interior Walls and Ceiling
Dow R-16 Insulation IPO Standard -Walls Only-
Ceiling - Gray FRP Covering

Lighting - Exterior

Light - LED Hooded Light at Entry Door
Light - LED, Midship Turn/Marker
Light - Brake, LED, Set of Two Red Lights Wired Independent of all Other Functions
Light - Brake, LED, Rear Center Mounted Above Door. Must be 7" Round Light
Light - Running Lights, Daytime (Ford)

Lighting - Interior

(2) Light - Interior LED 4" Gray Courtesy, (1) Additional - At Entry Door, On w/Door Open
Light - Interior Lights on With Entry Door Open

Mirrors

Mirrors - Exterior, Manual, ROSCO
Mirrors - Rosco Interior Rear View Mirror 6" x 30"
Mirrors - Exterior Crossover for Front of Bus, ROSCO (Per Side)

Modesty Panels

Modesty Panel - Full Height Adjacent W/C Lift
Modesty Panel - w/Stanchions, Behind Driver
Modesty Panel - Behind Rearmost Tie Down Position

Paratransit Equipment

W/C Door Package- Dbl Doors w/1 Window Ea., 1 Int. Light, 2 Ext. Lights, Door Ajar Alarm,Extra Axle Leaf Spring
Interlock for w/c Lift, Inc. Intermotive Gateway Fast Idle, Interlock & Door Ajar Light
(3) Q'Straint Q-10007 Tie Down Kit, L-Track, (4) QRT-360 Retractors & Q8-6326-A1 Belt
(3) Q'Straint - Storage Pouch
Braun - Century NCL10003454-2 Lift, FMVSS403, 34" x 54" Platform, 1000 Lb Capacity
Storage Box, Tuffy, Large - 21" x 11" x 12"
Braun - Lift Hand Belt
Braun - Padding Kit for Braun Lift
Add 3" Wide Reflective Tape to Outer Edges of Side Barriers on Platform

Safety

Triangles - Emergency in Box
Fire Extinguisher - 5 LB Cylinder w/Bracket
First Aid Kit - 16 Unit
Cutter - Seat Belt
First Aid - Body Fluid Clean up Kit

Sub-Floor

Floor - Insulated
Huber Advantech 5/8" Engineered Floor Decking IPO Standard
Floor - Raised Flat Floor

Terms: COD
Valid For: 60 Days
Delivery: 90 to 120 Days ARC Subject to Prior Sale

*Rebates are estimated only. Actual rebates will be calculated at time of delivery.

Unit Price	**$86,365.50**
Mobility Rebate	($1,000.00)
Rebate GPC # QS066	($5,200.00)*
Delivery	Included
Unit Total	**$80,165.50**
Ext. Total	$80,165.50
Trade-in(s)	$0.00
Net Total	$80,165.50

Sales Rep. | Purchaser | Fed Tax ID # | Date

TESCO®
Transportation Equipment Sales Corp.

Proven Quality.
Trusted Name.

Quote #NQ50563-3

10/18/2021

House Account p 419.836.2835
jpappas@tescobus.com f 419.836.8460

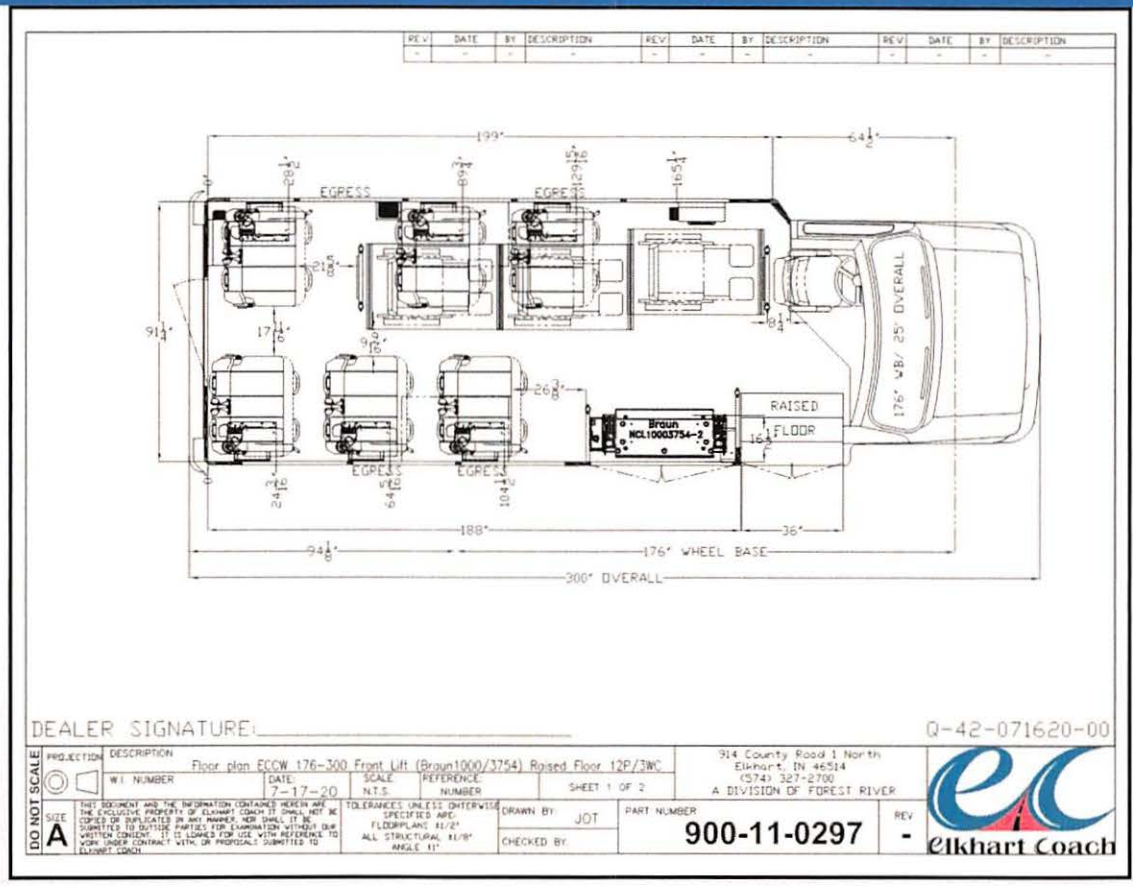
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City of Sheboygan
608 S. Commerce Street
Sheboygan WI 53081

Derek Muench
920-459-3281
dmuench@shorelinemetro.com

Trades

Floorplan



III

Res. No. ____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing the purchase of parcel no. 59024346700 on Main Avenue in the Town of Sheboygan for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and Wisconsin Realty Investment Corp n/k/a Gottsacker Real Estate Co., Inc., thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at lines 526-527 of the Vacant Land Offer to Purchase.

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

FTP

_____

_____

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

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON October 14, 2021 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)** STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, City of Sheboygan, offers to purchase the Property known as [Street Address] Tax Parcel Number 59024346700 in the Town of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Four Thousand and 00/100 Dollars ($ 4,000.00).

■ EARNEST MONEY of $ 0 accompanies this Offer and earnest money of $ 0 will be mailed, or commercially or personally delivered within _____ days of acceptance ~~to listing Broker or~~.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: none

■ NOT INCLUDED IN PURCHASE PRICE: N/A

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned: Residential.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before November 1, 2021. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): Jo Gottsacker Stroub

Buyer's recipient for delivery (optional): Chad Pelishek, Director of Planning & Development

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (_____) _____ Buyer: (_____) _____

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

☑ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: 707 Eisner Avenue, Sheboygan, WI 53083

Delivery address for Buyer: 828 Center Ave., Suite 208, Sheboygan, WI 53081

☑ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): jo@jogottsackerhomes.com

E-Mail address for Buyer (optional): chad.pelishek@sheboyganwi.gov

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) ~~other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than December 31, 2021 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- [✓] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- [ ] Current assessment times current mill rate (current means as of the date of closing)
- [ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- [ ] _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

- [ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

[ ] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

[ ] **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

DEFINITIONS CONTINUED FROM PAGE 3

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.

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

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

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

r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.

s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

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

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

v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.

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

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

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

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

aa. Existing or abandoned manure storage facilities on the Property.

bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
_____
_____
[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____
_____.

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity_____;
☐ gas _____; ☐ sewer_____; ☐ water_____;
☐ telephone_____; ☐ cable _____; ☐ other_____.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____
[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

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

EARNEST MONEY

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

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

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

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

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

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

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and none _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

~~■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not ~~extinguish Seller's obligations to give merchantable title to Buyer.~~

■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES _____

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

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

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

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

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

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

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

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

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

Authentisign ID: FAB027D2-152B-408E-8200-EED8AEB744AD

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES This transaction is contingent upon approval by the City of Sheboygan Common Council.

This offer is contingent upon Buyer obtaining, at its cost, a survey designed to reflect an accurate legal description for the property to be transferred. The Parties agree that, if necessary, the closing date may need to be postponed for a reasonable amount of time in order to obtain the survey.

This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

_____ on October 14, 2021.

(x) Ryan Sorenson Ryan Sorenson 10/14/2021
Buyer's Signature▲ Print Name Here▶ Ryan Sorenson, Mayor Date▲

(x) Meredith DeBruin 10-14-2021
Buyer's Signature▲ Print Name Here▶ Meredith DeBruin, City Clerk Date▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

_____ Broker (by) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) Josephine A Straub 10/18/2021
Authentisign ID: 10/18/2021 7:56:37 PM CDT
Seller's Signature▲ Print Name Here▶ Wisconsin Realty Investment Corp n/k/a Gottsacker Real Estate Co.,Inc. Date▲

(x) Michael J Gottsacker 10/18/2021
Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials▲ Date▲ Seller Initials▲ Date▲

III

Res. No. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
November 1, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of one Bobcat brand Skid Steer Loader for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, the Department of Public Works has included the purchase of a new skid steer loader (the "Equipment") in its 2022 Capital Improvements budget; and

WHEREAS, Bobcat, the manufacturer of the Equipment, has indicated that they no longer produce equipment in advance of an order being placed, resulting in longer lead times for equipment; and

WHEREAS, the Department of Public Works wishes to place its order for the Equipment now, with full knowledge that the long lead time will not allow for nor result in delivery of the equipment before 2022; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the Equipment is available from Miller Implements under the Sourcewell National Purchasing Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Miller Implements for the purchase of one Bobcat S64 Skid Steer Loader.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 040319-CEC, a copy of which is available at sourcewell-mn.gov.

Public Works

BE IT FURTHER RESOLVED: That in the 2022 calendar year, if sufficient funds are appropriated in the City's budget approved by the Council, the appropriate City officials are hereby authorized to draw funds in the amount of $47,414.00, which includes final set-up and delivery, from the 2022 Capital Project Fund - Motor Vehicle Fund (Account No. 70136100-641200) for the purchase of the Equipment.

_____

_____

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. ____ - 21 - 22. By Alderpersons Dekker and Perrella.
November 1, 2021.

A RESOLUTION authorizing the appropriate City officials to accept a storm sewer and drainage easement in the Stonebrook Crossing Subdivision.

RESOLVED: That the Common Council hereby authorizes and directs the Mayor and City Clerk to accept the attached Storm Sewer and Drainage Easement in the Stonebrook Crossing Subdivision.

PW

_____

_____

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

Document Number	Document Title

STORM SEWER AND DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of November, 2021, by Stonebrook Crossing LLC, a Wisconsin Limited Liability Company, "**GRANTOR**", and the City of Sheboygan, a municipal corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081

Part of 59281471105 & 59281471104
Parcel Identification Number (PIN)

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal storm sewer and drainage purposes, subject to the terms and conditions set forth herein, in, along, and upon the following described property in the City of Sheboygan, Sheboygan County, Wisconsin:

Part of Lots 62 and 63 of Stonebrook Crossing Addition No. 1, recorded in the Sheboygan County Register of Deeds Office as Document No. 2104946, being part of the Northeast 1/4 of the Southeast 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

The West 5.00 feet of said Lot 62 and the East 5.00 feet of said Lot 63 of said Stonebrook Crossing Addition No. 1.

The land described above contains 0.0350 acres (1,526 square feet) of land, more or less.

End of description.

See Attached Exhibit "A" for map.

1. The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right and privilege to enter on to said easement parcel for the purposes of laying, patrolling, maintaining, cleaning, repairing, regrading, and renewing said storm sewer and drainage improvements.

2. **GRANTEE** has the right to do whatever is required for the enjoyment of the rights herein granted, including clearing the easement parcel of trees and shrubbery.

3. Neither **GRANTOR** nor **GRANTEE** shall have any right to erect any fence or building on the easement parcel, but the right is reserved for the **GRANTOR** to have the use and enjoyment of the easement parcel so long as it is not inconsistent with the rights of **GRANTEE** set forth herein.

4. **GRANTOR** shall indemnify and hold **GRANTEE** harmless from, and against, any and all claims, loss, injury, and damage (including but not limited to reasonable attorney's fees), relating to, or arising out of, **GRANTEE'S** constructing, maintaining, repairing, and replacing said storm sewer and drainage improvements within the easement parcel.

5. The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS THEREOF, the **GRANTOR,** has caused this instrument to be signed and sealed this

_____day of _____, 2021.

STONEBROOK CROSSING LLC

_____

Robert R. Werner

Manager, Stonebrook Crossing LLC

STATE OF WISCONSIN)

) SS

COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Robert R. Werner to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

Notary Public

My Commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson City of Sheboygan - Mayor	Meredith DeBruin City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Ryan Sorenson, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

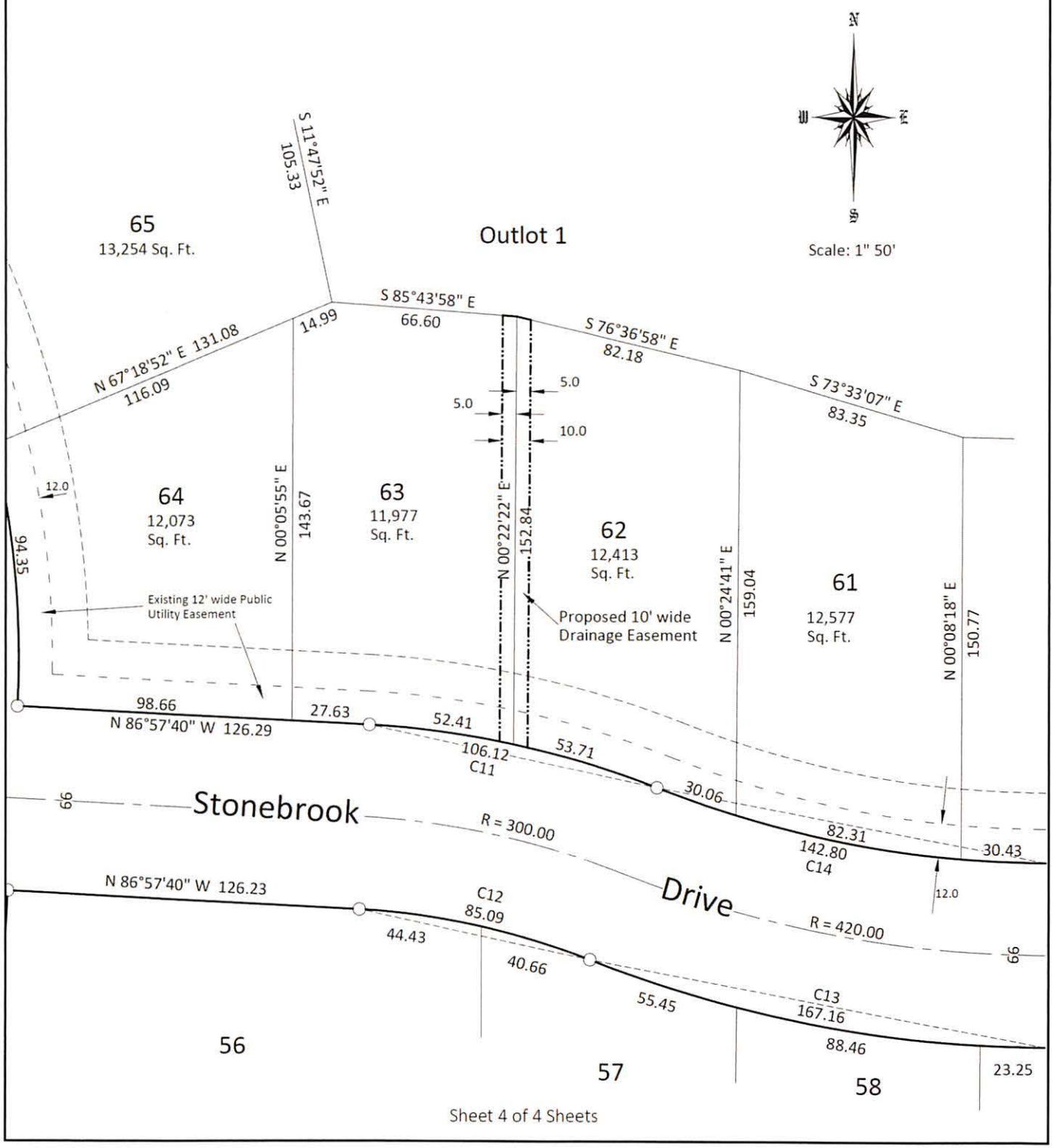
My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A - STORM SEWER AND DRAINAGE EASEMENT

Part of Stonebrook Crossing Addition No. 1, recorded in the Sheboygan County Register of Deeds Office as Document No. 2104946, being part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



III

Res. No. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
November 1, 2021.

A RESOLUTION authorizing the Mayor to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of STH 23 and Taylor Drive.

RESOLVED: That the Mayor is hereby authorized and directed to enter into a State/Municipal Agreement (I.D. 3700-30-43/46, dated July 22, 2021) with the State of Wisconsin Department of Transportation, in substantially similar form to that attached, to update the existing traffic signals at the intersection of STH 23 and Taylor Drive at a cost to the City of Sheboygan of $45,600.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to make payment as required by the State/Municipal Agreement from the appropriate account in the capital improvements budget.

Public Works

_____

_____

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

	Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNALS & ITS STANDALONE PROGRAM PROJECT**	Date: July 22, 2021 I.D.: 3700-30-43/46 Road Name: STH 23 Title: City of Sheboygan, Kohler Memorial Dr. Limits: Taylor Dr Intersection Signal Rehab County: Sheboygan Roadway Length: 0.01 mile

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Design and construction to update the existing traffic signals with new conduit, pull boxes, bases, new above ground, add pedestrian push buttons, add monotubes on Taylor Dr (including initial inspection), and add lighting into signal cabinet at the HWY 23 & Taylor Dr. intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3700-30-43 Design	$ 60,000	$ 54,000	90%	$ 6,000	10%
ID 3700-30-46 Construction	$ 396,000	$ 356,400	90%	$ 39,600	10%
Total Cost Distribution	**$ 456,000**	**$ 410,400**	**90%**	**$ 45,600**	**10%**

*Design **ID 3700-30-43** state funding is limitied to $54,000 (State fiscal year 2023)

*Construction **ID 3700-30-46** state funding is limitied to $356,400 (State fiscal year 2024)

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Sheboygan** (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the **State** (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

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

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

(h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

(i) Replacement of existing driveways, in kind, necessitated by the project.

(j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

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

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(e) Conditioning, if required, and maintenance of detour routes.

(f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

(g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

(h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

(a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

(b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

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

7. Basis for local participation:

(a) Design: Costs for design are 90% Federal/State and 10% Municipal up to a maximum of $60,000. Any overages shall be funded by the Municipality.

(b) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of $396,000. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

III

Res. No. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
November 1, 2021.

A RESOLUTION authorizing the Mayor to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of S. Business Drive and STH 28 / Washington Ave.

RESOLVED: That the Mayor is hereby authorized and directed to enter into a State/Municipal Agreement (I.D. 3700-30-47/50, dated July 22, 2021) with the State of Wisconsin Department of Transportation, in substantially similar form to that attached, to update the existing traffic signals at the intersection of S. Business Drive and STH 28 / Washington Ave. at a cost to the City of Sheboygan of $37,600.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to make payment as required by the State/Municipal Agreement from the appropriate account in the capital improvements budget.

PublicWorks

_____

_____

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

	Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNALS & ITS STANDALONE PROGRAM PROJECT**	Date: July 22, 2021 I.D.: 3700-30-47/50 Road Name: STH 28 Title: City of Sheboygan, Business Drive Limits: Washington Ave Signal Rehab County: Sheboygan Roadway Length: 0.01 mile

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Design to update the existing traffic signals with new conduit, pull boxes, concrete bases, new above ground, and add monotubes on all four approaches (including initial inspection) at the HWY 28 & Washington Ave intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3700-30-47 Design	$ 49,000	$ 44,100	90%	$ 4,900	10%
ID 3700-30-50 Construction	$ 327,000	$ 294,300	90%	$ 32,700	10%
Total Cost Distribution	**$ 376,000**	**$ 338,400**	**90%**	**$ 37,600**	**10%**

*Design **ID 3700-30-47** state funding is limitied to $44,100 (State fiscal year 2024)

*Construction **ID 3700-30-50** state funding is limitied to $294,300 (State fiscal year 2025)

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Sheboygan** (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the **State** (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

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

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

(h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

(i) Replacement of existing driveways, in kind, necessitated by the project.

(j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

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

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(e) Conditioning, if required, and maintenance of detour routes.

(f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

(g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

(h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

(a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

(b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

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

7. Basis for local participation:

(a) Design: Costs for design are 90% Federal/State and 10% Municipal up to a maximum of $49,000. Any overages shall be funded by the Municipality.

(b) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of $327,000. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

VIII

R. C. No. 132 - 21 - 22. By COMMITTEE OF THE WHOLE. October 25, 2021.

Your Committee to whom was referred R. C. No. 129-21-22 by Finance and Personnel Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends adopting the Resolution.

Motion Perrella/Dekker to amend Res. adjust Capital Impr. Budget to increase expenditures lines Sidewalks/Trail Improvements (4033140-631300) by $100,000 funded by increasing Fund Balance Applied (4005100-499999) for sidewalk projects. Motion Passes. Layover as amended.

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. 129 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. October 18, 2021.

Your Committee to whom was referred Res. No. 75-21-22 by Alderpersons Felde and Filicky-Peneski establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year; recommends adopting the Resolution.

C/S.
Filicky-Peneski/Perrale
Adopt Res
B&WT, Filicky-Peneski/Salazar
Amend to add $100,000 to Salaries + Benefit in Mayor Budget from general fund balance for FT Communication Specialist
Aye: Filicky-Peneski, Salazar-2
Nay: Dekker, Mitchell, Ackley, Felde, Walton, Laster, Perella-7
Amend to add $ 50,697 to personnel budget Library from generalfund balance to increase PT employees to $13/hour
Aye: Filicky-Peneski, Salazar, Walton, Perella-4
Nay: Dekker, Mitchell, Ackley, Felde, Laster-5
On original motion to Adopt - All ayes

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.8

Res. No. 75 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
October 4, 2021.

A RESOLUTION establishing the 2022 Budget appropriations and the 2021 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council committees have duly considered and discussed a budget for 2022 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 25, 2021 as required, and

WHEREAS, The 2022 budget requires a tax levy to partially finance the appropriations.

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

Budgeted revenue estimates and expenditure appropriations for the year 2022 for the City's General Fund; Special Revenue Funds - Federal Grants, MEG Unit, Community Development Block Grant, Housing Revolving Loan, Business Revolving Loan, Affordable Housing, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 6 Debt, TID 10 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, TID 19 Debt, TID 20 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital, TID 20 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds-Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care be and are hereby adopted as set forth in the attachment and established in the budget document.

F+P
PW
UHPS

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2022 Budget be approved, and

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2022 Budget is $25,967,499.

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

2022 BUDGET SUMMARY

As Amended 10/25/2021

GOVERNMENTAL FUNDS

BUDGET SUMMARY

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2022 Recommended	2021 Estimated	2020 Actual	2019 Actual	
Revenue											Revenue
Taxes	$19,762,543	$4,050,043	$10,218,841	$1,568,244	$0	$450,613	$36,050,284	$33,971,465	$31,451,015	$31,522,120	Taxes
Licenses and Permits	$986,360	$497,091	$0	$0	$0	$30,700	$1,514,151	$1,473,465	$1,804,511	$2,222,315	Licenses and Permits
Intergovernmental Revenue	$15,017,939	$2,287,340	$88,487	$2,070,770	$0	$4,187,671	$23,652,207	$24,643,800	$23,466,350	$23,158,063	Intergovernmental Revenue
Intergovernmental Charges for Services	$263,160	$0	$0	$0	$0	$11,524,836	$11,787,996	$10,172,710	$8,825,353	$9,063,307	Intergovernmental Charges for Services
Charges for Services	$1,572,557	$2,358,890	$0	$0	$9,400	$21,162,658	$25,103,505	$25,053,129	$23,859,415	$23,265,895	Charges for Services
Fines and Forfeitures	$271,000	$725,000	$0	$0	$0	$3,000	$999,000	$933,500	$977,301	$1,109,175	Fines and Forfeitures
Miscellaneous Revenue	$317,960	$627,400	$194,717	$150,640	$25,000	$1,007,821	$2,323,538	$2,185,797	$6,109,282	$9,706,196	Miscellaneous Revenue
Other Financing Sources	$1,881,363	$29,000	$1,157,675	$4,382,400	$0	$11,092,467	$18,542,905	$8,742,975	$26,607,505	$20,654,263	Other Financing Sources
Total Revenue	$40,072,881	$10,574,764	$11,659,720	$8,172,054	$34,400	$49,459,766	$119,973,586	$107,176,840	$123,100,731	$120,701,334	Total Revenue
Expenditures											Expenditures
General Government	$4,268,909	$1,361,746	$800,485	$250,000	$0	$10,087,567	$16,768,707	$16,630,224	$13,446,500	$17,469,878	General Government
Public Safety	$22,579,026	$1,044,181	$0	$1,682,000	$0	$0	$25,305,207	$25,314,634	$22,594,632	$22,518,084	Public Safety
Public Works	$9,358,745	$1,344,433	$0	$5,024,800	$0	$20,133,177	$35,861,155	$36,056,245	$30,612,025	$30,610,396	Public Works
Health and Human Services	$207,742	$0	$0	$0	$1,000	$0	$208,742	$208,298	$184,550	$197,733	Health and Human Services
Culture and Recreation	$2,772,969	$4,043,899	$0	$325,000	$0	$3,660	$7,145,528	$8,804,977	$7,154,868	$7,475,790	Culture and Recreation
Conservation and Development	$361,801	$1,469,256	$0	$1,164,905	$0	$8,218	$3,004,180	$3,717,718	$6,030,300	$3,755,668	Conservation and Development
Transfers and other expenses	$3,178,690	$2,034,363	$8,092,914	$560,777	$15,000	$8,227,649	$22,109,393	$29,212,917	$34,430,325	$36,626,007	Transfers and other expenses
Total Expenditures	$42,727,881	$11,297,878	$8,893,400	$9,007,482	$16,000	$38,460,271	$110,402,912	$119,945,012	$114,453,199	$118,653,556	Total Expenditures
Excess of revenues over (under) expenditures	-$2,655,000	-$723,114	$2,766,320	-$835,428	$18,400	$10,999,496	$9,570,674	-$12,768,172	$8,647,532	$2,047,778	Excess of revenues over (under) expenditures
Net Property Tax Required	$18,183,520	$2,667,264	$3,851,052	$815,000	$0	$450,613	$25,967,449	$25,396,842	$24,092,872	$23,770,487	Net Property Tax Required
Assessed Valuation							* $2,489,577,853	$2,457,355,264	$2,402,440,308	$2,398,779,241	Assessed Valuation (Excluding TID)
ASSESSED TAX RATE							* 10.4305	10.3350	10.0285	9.9094	ASSESSED TAX RATE
Equalized Valuation*							$3,147,701,000	$3,074,483,600	$2,724,220,600	$2,650,921,700	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							8.250	8.261	8.844	8.967	EQUALIZED TAX RATE

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2019 - 2022

	2019 Actual	2020 Actual	2021 Amended	2021 Estimated	2022 Executive
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Commumication Specialist/Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Office of the Mayor	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/License Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	0.75	0.75	0.75	0.75	0.75
Total Office of the City Clerk	**3.75**	**3.75**	**3.75**	**3.75**	**3.75**
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	0.00	0.00	0.00	0.00
Assistant to City Administrator	0.00	1.00	1.00	1.00	1.00
Total Office of the City Administrator	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	1.00	0.00	0.00	0.00	0.00
Deputy Finance Director	0.00	1.00	1.00	1.00	1.00
Auditor/Analyst	1.00	1.00	0.00	0.00	0.00
Accountant	1.00	1.00	0.00	0.00	0.00
Accountant I	0.40	0.40	2.00	2.00	2.00
Accountant II	0.00	0.00	1.00	1.00	1.00
Accountant III	0.00	0.00	1.00	1.00	1.00
Clerk I	1.00	1.00	0.00	0.00	0.00
Accounts Payable Clerk	1.00	1.00	0.00	0.00	0.00
Purchasing Agent	0.50	0.50	0.50	0.50	0.50
Payroll Administrator	0.00	0.00	0.00	0.00	1.00
Accounting Administrative Assistant	0.00	0.00	0.00	0.00	1.00
Administrative Services Clerk I	0.00	0.00	1.00	1.00	0.00
Total Finance Department	**6.90**	**6.90**	**7.50**	**7.50**	**8.50**
Human Resources Department					
Director of HR/Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	0.00
Benefit Administrator/Analyst	1.00	1.00	1.00	1.00	0.00
HR Generalist	1.00	1.00	1.00	1.00	2.00
Accountant I	0.60	0.60	0.00	0.00	0.00
Administrative Services Clerk II	0.00	0.00	1.00	1.00	0.00
HR Administrative Assistant	0.00	0.00	0.00	0.00	1.00
Total Human Resources Department	**4.60**	**4.60**	**5.00**	**5.00**	**4.00**
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney	0.00	0.00	0.00	0.00	1.40
Assistant City Attorney I	1.00	1.00	1.00	1.00	0.00
Assistant City Attorney II	0.40	0.40	0.40	0.40	0.00
Legal Assistant	2.00	2.00	2.00	2.00	2.00
Total City Attorney's Office	**4.40**	**4.40**	**4.40**	**4.40**	**4.40**

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2019 - 2022

	2019 Actual	2020 Actual	2021 Amended	2021 Estimated	2022 Executive
PUBLIC SAFETY					
Police Department					
Chief of Police	1.00	1.00	1.00	1.00	1.00
Captain (Admin Div/Patrol Div/CID)	3.00	3.00	3.00	3.00	3.00
Lieutenant (Police Shft Supvr/CID)	4.00	4.00	4.00	4.00	4.00
Sergeant (Admin/Police Field Spv/Field SPV-MEG)	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer (Includes School Resource Officers)	60.00	60.00	60.00	60.00	60.00
Administrative Assistant/Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communications/Electronic Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	7.90
Time Agency Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary (Admin/CID)	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Op Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
Total Police Department	**104.00**	**104.00**	**104.00**	**104.00**	**103.90**
Fire Department					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	2.00	2.00	1.00	1.00
Deputy Fire Chief	1.00	0.00	0.00	0.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Fire Captain	5.00	3.00	3.00	3.00	3.00
Fire Lieutenant	10.00	11.00	12.00	12.00	12.00
Fire Equipment Op	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Admin Coord/Sup	0.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Office Assistant	0.50	0.00	0.00	0.00	0.00
Administrative Assistant	0.00	0.50	0.50	0.50	1.00
Total Fire Department	**70.50**	**69.50**	**70.50**	**69.50**	**70.00**
Building Inspection					
Building Inspector I	0.00	0.00	1.00	1.00	1.00
Bldg/Housing Insp II	2.00	2.00	1.00	1.00	1.00
Electrical Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environment Inspector	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer <20	1.00	1.00	1.00	1.00	1.00
Buliding Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Total Building Inspection	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**
PUBLIC WORKS					
Department of Public Works					
Administration					
Director Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	1.00	1.00	1.00	1.00
Management Analyst	1.00	0.00	0.00	0.00	0.00
Admin Coordinator	0.00	0.00	0.00	0.00	1.00
Clerk II	2.00	2.00	2.00	2.00	2.00
Total Public Works Administration	**4.00**	**4.00**	**4.00**	**4.00**	**5.00**

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2019 - 2022

	2019 Actual	2020 Actual	2021 Amended	2021 Estimated	2022 Executive
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer/Project Manager	1.00	2.00	2.00	2.00	2.00
Assistant Engineer/Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineer Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	1.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	0.00	0.00	1.00	1.00	1.00
Total Engineering	**7.00**	**8.00**	**8.00**	**8.00**	**8.00**
Facilities and Traffic					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Sign Shop	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Maintenance Craftsman	0.00	0.00	0.00	0.00	2.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Maintenance Craftsman	3.00	3.00	3.00	3.00	1.00
Maintenance Worker II-Sign Shop	1.00	1.00	3.00	3.00	2.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	0.00
Maintenance Worker II - Custodian II	0.00	0.00	0.00	0.00	1.00
Maintenance Worker I - Custodian I	0.00	0.00	0.00	0.00	1.00
Maintenance Worker I - Sign Shop	0.00	0.00	0.00	0.00	1.00
Maintenance Worker I - PT City Hall	0.00	0.00	0.00	0.00	0.50
Maintenance Worker I-MSB	1.00	1.00	1.00	1.00	0.00
Total Facilities and Traffic	**10.00**	**10.00**	**12.00**	**12.00**	**12.50**
Streets and Sanitation					
Supperintendent - Streets & Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets & Sanitation	1.00	1.00	1.00	1.00	1.00
Engineering Technician	0.00	1.00	1.00	1.00	1.00
Maintenance Worker IV - Leadman Sanitation	1.00	1.00	0.00	0.00	1.00
Maintenance Worker IV - Leadman Sewer	0.00	0.00	0.00	0.00	1.00
Maintenance Worker IV - EO Streets	1.00	1.00	4.00	4.00	4.00
Maintenance Worker III - Streets	7.00	7.00	2.00	2.00	2.00
Maintenance Worker II - Streets	14.00	14.00	10.00	10.00	10.00
Maintenance Worker I - Streets	5.00	5.00	6.00	6.00	5.00
Maintenance Worker IV-Sanitation	1.00	1.00	0.00	0.00	0.00
Maintenance Worker III-Sanitation	8.00	8.00	4.00	4.00	4.00
Maintenance Worker IV-Sewer Maint	1.00	1.00	1.00	1.00	0.00
Maintenance Worker III-Sewer Maint	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maint	2.00	2.00	3.00	3.00	3.00
Maintenance Worker I-Sewer Maint	1.00	1.00	2.00	2.00	0.00
Maintenance Worker II-Street Sweep	2.00	2.00	2.00	2.00	2.00
Total Streets and Sanitation	**46.00**	**47.00**	**38.00**	**38.00**	**36.00**
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV - Leadman (Trees/Parks)	0.00	2.00	2.00	2.00	2.00
Maintenance Worker IV - Construction	1.00	1.00	1.00	1.00	0.00
Maintenance Worker IV - Craftsman	0.00	0.00	0.00	0.00	1.00
Maintenance Worker III - Forestry	6.00	5.00	5.00	5.00	0.00
Maintenance Worker III - Arborist	0.00	0.00	0.00	0.00	1.00
Maintenance Worker III - Tree Trimmer	0.00	0.00	0.00	0.00	2.00
Maintenance Worker III - Parks	0.00	0.00	0.00	0.00	2.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2019 - 2022

	2019 Actual	2020 Actual	2021 Amended	2021 Estimated	2022 Executive
Maintenance Worker I - Parks	3.00	3.00	0.00	0.00	0.00
Maintenance Worker III - Cemetery	1.00	1.00	1.00	1.00	1.00
Total Parks and Cemetery	**19.00**	**20.00**	**17.00**	**17.00**	**17.00**
Total Department of Public Works	**86.00**	**89.00**	**79.00**	**79.00**	**78.50**
CULTURE AND RECREATION					
Senior Services					
Director of Senior Services	1.00	1.00	1.00	1.00	1.00
SAC Coordinator	1.00	1.00	1.00	1.00	1.00
Program & Wellness Coordinator	0.00	0.00	0.00	1.00	1.00
Custodian	0.28	0.28	0.28	0.00	0.00
Total Senior Services	**2.28**	**2.28**	**2.28**	**3.00**	**3.00**
CONSERVATION AND DEVELOPMENT					
Planning and Development					
Director of Planning and Development	1.00	1.00	1.00	1.00	1.00
Planning/Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	0.00	1.00	1.00	1.00	0.00
Community/Economic Development Planner	1.00	0.00	0.00	0.00	0.00
Program Assistant	0.00	0.00	0.00	0.00	1.00
Grant Coordinator	0.00	1.00	1.00	1.00	1.00
Total Planning and Development	**4.00**	**5.00**	**5.00**	**5.00**	**5.00**
TOTAL GENERAL FUND	**298.43**	**301.43**	**293.43**	**293.15**	**293.05**
SPECIAL REVENUE FUND					
Mead Public Library					
Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	0.00
Manager (Admin/Tech/Public Services)	2.00	2.00	2.00	2.00	3.00
Librarian II	2.00	0.00	0.00	0.00	0.00
Librarian I	5.75	0.00	0.00	0.00	0.00
Librarian	0.00	8.00	7.75	9.00	9.00
Maintenance Supervisor	1.00	0.00	0.00	1.00	1.00
Public Information Specialist II	1.00	0.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	1.00	1.00	1.00	1.00
Maintenance Technician	0.00	2.00	2.00	1.00	1.00
Administrative Assistant/Volunteer Coordinator	0.00	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	0.00	1.00
Administrative Assistant I	1.00	0.00	0.00	0.00	0.00
Maintenance Technician I	1.00	0.00	0.00	0.00	0.00
Library Assistant III	5.00	0.00	0.00	0.00	0.00
Library Assistant II	1.00	0.00	0.00	0.00	0.00
Library Assistant I	5.75	0.00	0.00	0.00	0.00
Cataloger	0.00	3.00	3.00	3.00	3.00
Public Safety Specialist	0.00	1.00	1.00	1.00	1.00
Library Assistant	0.00	9.25	8.50	9.25	9.25
Cleaner	1.50	2.00	2.00	2.00	1.50
Library Page	9.50	6.50	6.50	6.00	6.75
Total Mead Public Library	**39.50**	**38.75**	**37.75**	**39.25**	**39.50**
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	1.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2019 - 2022

	2019 Actual	2020 Actual	2021 Amended	2021 Estimated	2022 Executive
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Assistant Municipal Court Clerk	0.00	0.00	0.00	0.00	1.00
Office Clerk	1.00	1.00	1.00	1.00	0.00
Total Municipal Court	**2.50**	**2.50**	**2.50**	**2.50**	**3.00**
Ambulance					
Assistant Fire Chief	0.00	0.00	0.00	1.00	1.00
Firefighter/Paramedic	4.00	4.00	4.00	4.00	4.00
Total Ambulance	**4.00**	**4.00**	**4.00**	**5.00**	**5.00**
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	0.25	0.25	0.25	0.25	0.25
Total Cable Television	**1.25**	**1.25**	**1.25**	**1.25**	**1.25**
TOTAL SPECIAL REVENUE FUND	**47.25**	**46.50**	**45.50**	**48.00**	**48.75**
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker IV-Leadman Recycling	0.00	0.00	1.00	1.00	0.00
Maintenance Worker III-Recycling	0.00	2.00	2.00	2.00	2.00
Total Recycling Utility	**0.00**	**2.00**	**3.00**	**3.00**	**2.00**
Transit Utility					
Director Parking/Transit	0.70	0.70	0.70	0.70	1.00
Transit Op Sup Dispatch	2.00	2.00	2.00	2.00	2.00
SET Supervisor	1.00	1.00	1.00	1.00	1.00
Lead Support - ADA Coordinator	1.00	0.00	0.00	0.00	0.00
Lead Dispatcher	1.00	0.00	0.00	0.00	0.00
Fill-In Dispatcher	1.00	0.00	0.00	0.00	0.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Transit Coordinator I	0.00	1.00	1.00	1.00	1.00
Transit Coordinator II	0.00	1.00	1.00	1.00	1.00
Transit Coordinator III	0.00	1.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	17.60
Paratransit Operator	12.00	12.00	12.00	12.00	10.05
Hostler	1.50	1.50	1.50	0.00	0.00
Maintenance Assistant	0.00	1.00	1.00	2.25	1.90
Utility Worker	0.00	0.00	0.00	0.00	1.50
Cleaner	1.25	0.00	0.00	0.00	1.05
Total Transit Utility	**54.45**	**54.20**	**54.20**	**53.95**	**44.10**
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.00
Lead Maintenance Worker	0.00	0.00	0.00	0.00	1.00
Lead Worker I	1.00	1.00	1.00	1.00	0.00
Maintenance/Grounds Worker I	0.00	0.00	0.00	0.00	1.00
Maintenance Worker I	1.00	1.00	1.00	1.00	0.00
Total Parking Utility	**2.30**	**2.30**	**2.30**	**2.30**	**2.00**
Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2019 - 2022

	2019 Actual	2020 Actual	2021 Amended	2021 Estimated	2022 Executive
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer 2*	1.00	1.00	1.00	1.00	1.00
Engineer Engineer 1**	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	1.00	1.00	1.00	1.00	1.00
Distribution Technician	5.00	6.00	6.00	6.00	6.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	3.00	3.00	3.00	3.00	3.00
Total Water Utility	**30.00**	**31.00**	**31.00**	**31.00**	**31.00**

*Utility Engineer reclassifed as Utility Engineer 2
**Engineer Technician reclassified as Utility Engineer 1

Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Assistant Superintendent	0.00	0.00	0.00	0.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	0.00	0.00	0.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	0.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	2.00	2.00	2.00	2.00	0.00
Operator II	0.00	0.00	0.00	0.00	4.00
Operator I	2.00	2.00	2.00	2.00	0.00
Administrative Assistant	1.00	1.00	1.00	1.00	0.00
Total Wastewater Utility	**15.00**	**15.00**	**14.00**	**14.00**	**13.00**
TOTAL PROPRIETARY FUND	**101.75**	**104.50**	**104.50**	**104.25**	**92.10**
INTERNAL SERVICE FUNDS					
Information Technology					
Director of Information Technology	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	2.00	1.00	1.00	1.00
Operator/PC Technician	1.00	1.00	1.00	1.00	1.00
Total Information Technology	**5.00**	**6.00**	**5.00**	**5.00**	**5.00**
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Services Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	2.00	2.00	2.00	2.00	2.00
Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Service Mechanic II	1.00	1.00	1.00	1.00	1.00
Total Motor Vehicle	**6.00**	**6.00**	**6.00**	**6.00**	**6.00**
TOTAL INTERNAL SERVICE FUNDS	**11.00**	**12.00**	**11.00**	**11.00**	**11.00**
TOTAL PROPRIETARY FUNDS	**112.75**	**116.50**	**115.50**	**115.25**	**103.10**
TOTAL CITY FUNDS	**458.43**	**464.43**	**454.43**	**456.40**	**444.90**

VIII

R. C. No. ____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. November 1, 2021.

Your Committee to whom was referred Res. No. 77-21-22 by Alderpersons Mitchell and Filicky-Peneski amending Res. No. 103-20-21 to correct the 2020 property tax levy, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

4.2

Res. No. 77 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
October 18, 2021.

A RESOLUTION amending Res. No. 103-20-21 to correct the 2020 property tax levy, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget.

WHEREAS, the Common Council approves the annual property tax levy through the budget review process; and

WHEREAS, as part of the budget review process, the Common Council approved Res. No. 103-20-21, which indicated that "the property tax levy required to finance the 2021 Budget is $25,021,842"; and

WHEREAS, the Finance Department incorrectly submitted a different amount - $25,396,842 - to the State of Wisconsin's Department of Revenue and Sheboygan County; and

WHEREAS, as such, the property tax levy actually imposed on taxpayers of the City of Sheboygan was $25,396,842.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for the Capital Fund (Account No. 40015100-411100) by $375,000, to reflect the difference between the original property tax levy indicated in Res. 103-20-21 and the property tax levy actually imposed.

BE IT FURTHER RESOLVED: That Res. No. 103-20-21 is amended to read "that the property tax levy required to finance the 2021 budget is $25,396,842."

F+P
2/3

Roberta Filicky-Peneski

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. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
November 1, 2021.

AN ORDINANCE creating a no parking zone on Union Avenue east of S. Taylor Drive.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Union Avenue from the east curb line of S. Taylor Drive to 2,400 feet east of the east curb line of S. Taylor Drive is hereby added to the list of locations where parking is not permitted.

Section 2. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the south side of Union Avenue from the east curb line of S. Taylor drive to 2,550 feet east of the east curb line of S. Taylor Drive is hereby added to the list of locations where parking is not permitted.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to install signs to give notification of the aforementioned parking restrictions.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
November 1, 2021.

AN ORDINANCE placing seven stop signs within the new Stonebrook Crossing Subdivision.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring:

(a) Westbound traffic on Stonebrook Drive to stop at the intersection of Stonebrook Drive and C.T.H. OK.

(b) Eastbound traffic on Stonebrook Drive to stop at the intersection of Stonebrook Drive and Moenning Road.

(c) Eastbound traffic on Granite Court to stop at the intersection of Granite Court and Chime Lane.

(d) Northbound traffic on Chime Lane to stop at the intersection of Stonebrook Drive and Chime Lane.

(e) Southbound traffic on Boulder Place to stop at the intersection of Stonebrook Drive and Boulder Place.

(f) Northbound traffic on Stonebrook Circle to stop at the intersection of Stonebrook Drive and Stonebrook Circle.

(g) Southbound traffic on Rim Rock Road to stop at the intersection of Stonebrook Drive and Rim Rock Road.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned changes.

PublicWorks

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

I

Gen. Ord. No. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
November 1, 2021.

AN ORDINANCE creating a no parking zone on the north side of Jefferson Ave. east of S. 9th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Jefferson Ave. from 185 feet east of the east curb line of S. 9th to 225 feet east of the east curb line of S. 9th Street is hereby added to the list of locations where parking is not permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

PublicWorks

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 19 - 21 - 22. By CITY CLERK. November 1, 2021.

Submitting various license applications.

City Clerk

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3511	North 8th Oriental Store LLC (North 8th Oriental Store)	2002 N. 8th Street

CIGARETTE/TOBACCO (June 30, 2022) (NEW)

No.	Name	Address
3511	North 8th Oriental Store LLC (North 8th Oriental Store)	2002 N. 8th Street

JHPS