

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

August 2, 2021

Resignation

Samy Yang from the Senior Activity Center Commission effective immediately.



July 13, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

**MAYOR'S INTERNATIONAL COMMITTEE**

| NAME        | TERM START | EXPIRES    |
|-------------|------------|------------|
| Monica Hart | 04/20/2021 | 04/18/2022 |

RYAN SORENSON, MAYOR

*Sorenson*

**MAYOR'S OFFICE**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

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# II

R. O. No. \_\_\_\_\_ - 21 - 22. By BOARD OF WATER COMMISSIONERS. August 2, 2021.

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

The water pumpage increased 24.85% from the same period in 2020. 1,115,306,000 gallons were pumped in the second quarter 2021, compared to 893,284,000 in 2020. The low pumpage in 2020 was due to less usage during the COVID pandemic.

Year to date Operating Revenue at the end of the second quarter 2021 increased by \$675,779 compared to year to date 2020. The net income for the Utility, as of the end of June, 2021 is \$510,437. Details are shown on the attached Income Statement and Balance Sheet.

## Construction-Maintenance:

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

|  |        |
|--|--------|
| Number of feet of 4 inch water main installed .....  | 18.6   |
| Number of feet of 6 inch hydrant lead installed .....  | 81.6   |
| Number of feet of 6 inch water main installed .....  | 143.1  |
| Number of feet of 8 inch water main installed .....  | 192.3  |
| Number of feet of 10 inch water main installed .....   | 27.5   |
| Number of feet of 12 inch water main installed .....   | 3115.2 |
| 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.....   | 3460.0 |
| Number of water main breaks repaired .....   | 5      |
| Number of fire hydrants installed, replaced,<br>relocated, removed, flushed, or major repairs made.... | 24     |
| Number of water main valves installed, repaired,<br>removed, or replaced .....                         | 55     |
| Number of water service connections installed .....  | 9      |

Details are shown on the attached reports.


## Other Utility Business:

The Raw Water Improvements project reached completion of detailed design. The project was submitted to WI PSC for Construction Authorization and the Utility continues to pursue grants to offset costs on the project. The Utility also completed an application for a Safe Drinking Water loan on the project.

The Utility submitted to WI PSC for a rate study in anticipation of a rate increase. This is intended to offset various expenses increases including funding of the grant portion of the Lead Service Line replacement program.

Water main and lead service line replacement began on Georgia Avenue.


BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, 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                | 0               | \$0.00          | #DIV/0!  |
|  | Percent Difference  | -100.00%        | -100.00%        | #DIV/0!  |
| 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    |
| ELECTRICITY<br>CHEMICALS<br>NATURAL GAS  | 2020                | 4,246,024,000   | \$743,711.37    | \$175.15 |
|  | 2021                | 2,170,897,000   | \$349,738.90    | \$161.10 |
|  | Percent Difference  | -48.87%         | -52.97%         | -8.02%   |
| YEAR TO DATE : 2021                      |                     |                 |                 |          |
| SLUDGE DISPOSAL to WWTP                  |                     | GALLONS         | COST \$         |          |
|  | 2020                | 4,763,025       | \$33,411.14     |          |
|  | 2021                | 1,890,379       | \$17,910.91     |          |
|  | Percent Difference  | -60.31%         | -46.39%         |          |
| STORM WATER CHARGES                      | 2021                | NA              | \$0.00          |          |
| HIGH LIFT SYSTEM DELIVERY :              |                     |                 |                 |          |
|  | Maximum Pumpage Day | 16,195,000      | June 9, 2021    |          |
|  | Minimum Pumpage Day | 7,251,000       | January 1, 2021 |          |

|      | MG            | \$           | \$/MG    |
|------|---------------|--------------|----------|
| 2020 | 4,246,024,000 | \$743,711.37 | \$175.15 |
| 2021 | 2,170,897,000 | \$349,738.90 | \$161.10 |

**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.

## Distribution System -- 2nd Quarter April, May, and June, 2021

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

| Location                              | Installed | Size   | By     | Type     |
|---------------------------------------|-----------|--------|--------|----------|
| Georgia Ave and S. 9th St (W)         | 4/28/2021 | 12" MJ | Vinton | G (vert) |
| Georgia Ave and S. 9th St (S)         | 4/29/2021 | 12" MJ | Vinton | G (vert) |
| Georgia Ave and S. 9th St (N)         | 4/29/2021 | 12" MJ | Vinton | G (vert) |
| S. 9th St and Georgia Ave (N)         | 4/29/2021 | 6" MJ  | Vinton | G (vert) |
| Georgia Ave and S. 10th St (E)        | 5/3/2021  | 6" MJ  | Vinton | G (vert) |
| S. 10th St and Georgia Ave (N)        | 5/4/2021  | 12" MJ | Vinton | G (vert) |
| Georgia Ave and S. 10th St (W)        | 5/4/2021  | 12" MJ | Vinton | G (vert) |
| S. 10th St and Georgia Ave (S)        | 5/5/2021  | 12" MJ | Vinton | G (vert) |
| N. 20th St. at Superior Ave. (N)      | 5/6/2021  | 8" MJ  | ute.   | G (vert) |
| Superior Ave. at N. 19th St. (W)      | 5/6/2021  | 12" MJ | ute.   | G (vert) |
| S. 11th St and Georgia Ave (S)        | 5/7/2021  | 8" MJ  | Vinton | G (vert) |
| S. 11th St and Georgia Ave (N)        | 5/7/2021  | 8" MJ  | Vinton | G (vert) |
| Georgia Ave and S. 11th St (E)        | 5/7/2021  | 6" MJ  | Vinton | G (vert) |
| Georgia Ave and S. 12th St (E)        | 5/7/2021  | 6" MJ  | Vinton | G (vert) |
| Georgia Ave and S. 11th St (E)        | 5/7/2021  | 12" MJ | Vinton | G (vert) |
| Georgia Ave and S. 12th St (E)        | 5/12/2021 | 12" MJ | Vinton | G (vert) |
| S. 10th St at Kentucky (S)            | 6/2/2021  | 12" MJ | ute.   | G (vert) |
| S. 14th St and Georgia Ave (N)        | 6/2/2021  | 12" MJ | Vinton | G (vert) |
| S. 14th St ~170' south of Georgia Ave | 6/3/2021  | 6" MJ  | Vinton | G (vert) |
| Georgia Ave. at S. 14th St. (E)       | 6/4/2021  | 12" MJ | Vinton | G (vert) |
| Georgia Ave. at S. 13th St. (E)       | 6/7/2021  | 12" MJ | Vinton | G (vert) |
| S. 12th St at Georgia Ave (S)         | 6/9/2021  | 8" MJ  | Vinton | G (vert) |
| S. 12th St at Georgia Ave (N)         | 6/9/2021  | 8" MJ  | Vinton | G (vert) |
| S. 10th St and Alabama (E)            | 6/22/2021 | 10" MJ | ute.   | G (vert) |
| S. 10th St. and Alabama (N)           | 6/22/2021 | 12" MJ | ute.   | G (vert) |
| S. 13th St and Georgia Ave (S)        | 6/29/2021 | 12" MJ | Vinton | G (vert) |
| S. 13th St and Georgia Ave (S)        | 6/29/2021 | 12" MJ | Vinton | G (vert) |

Total Valves Installed = 27

### Street Valves and Hydrant Valves Removed

| Location                         | Installed  | Removed   | Type     |
|----------------------------------|------------|-----------|----------|
| Georgia Ave. at S. 9th St. (E)   |            | 4/29/2021 |          |
| Georgia Ave. at S. 9th St. (W)   |            | 4/29/2021 |          |
| S. 9th St. at Georgia Ave. (S)   |            | 4/29/2021 |          |
| S. 10th St. at Georgia Ave. (N)  | 12/15/1916 | 5/3/2021  | G        |
| Georgia Ave. at S. 10th St. (W)  |            | 5/3/2021  | G (vert) |
| Superior Ave. at N. 19th St. (W) | 6/30/1920  | 5/6/2021  | G        |
| N. 20th St. at Superior Ave. (N) | 4/5/1937   | 5/6/2021  | G        |
| S. 11th St. at Georgia Ave. (S)  | 1917       | 5/7/2021  | G        |
| S. 11th St. at Georgia Ave. (S)  |            | 5/7/2021  | G (vert) |

|  |           |           |            |
|--|-----------|-----------|------------|
| S. 11th St. at Georgia Ave. (N)            |           | 5/7/2021  | G (vert)   |
| Georgia Ave. at S. 12th St. (E)            | 7/21/1988 | 5/12/2021 | G (r/w)    |
| S. 10th St at Kentucky (S)                 | 1918      | 6/2/2021  | G          |
| Georgia Ave. at S. 14th St. (E)            |           | 6/4/2021  | G          |
| S. 12th St. at Georgia Ave. (S)            | 8/23/1988 | 6/19/2021 | G (r/w)    |
| S. 12th St. at Georgia Ave. (N)            |           | 6/19/2021 | G (r/w)    |
| S. 10th St and Alabama (E)                 | 1910      | 6/22/2021 | G          |
| S. 10th St. and Alabama (N)                | 1918      | 6/22/2021 | G          |
| Georgia Ave. at S. 13th St. (E)            | 1917      | 6/28/2021 | G          |
| Georgia Ave. at S. 13th St. (W of 6x6 tee) |           | 6/28/2021 | G (r/w) DI |

Total Valves Removed = 19

**Street Valves and Hydrant Valves Abandoned**

| Location                    | Installed  | Abandoned |
|-----------------------------|------------|-----------|
| S. 14th St. at Georgia Ave. | 10/12/1988 | 6/3/2021  |

Total Valves Abandoned = 1

**Street Valves and Hydrant Valves Maintained**

| Location | Maintained | Size |
|----------|------------|------|
|----------|------------|------|

Total Valves Maintained = 0

**Hydrants Installed (including water main projects and others)**

| Location                                     | Installed | Tr Size      | Valve | By     |
|--|-----------|--------------|-------|--------|
| Superior Ave. at N. 20th St. (NE)            | 4/16/2021 | 6'           | n     | ute.   |
| S. 9th St. at Georgia Ave. (NE)              | 4/29/2021 |              | y     | Vinton |
| Georgia Ave. at S. 10th St. (NE)             | 5/3/2021  |              | y     | Vinton |
| Georgia Ave. at S. 11th St. (NE)             | 5/6/2021  |              | y     | Vinton |
| Georgia Ave. at S. 12th St. (NE)             | 5/12/2021 |              | y     | Vinton |
| N. 12th St. at Trimberger Ct. (E)            | 5/26/2021 | 7'           | n     | ute.   |
| Calumet Dr. 200' NW. of Geele Ave. (NE)      | 5/27/2021 | 66"          | y     | ute.   |
| NW Corner of S. 10th St and Alabama          | 6/2/2021  |              | n     | ute.   |
| SE Corner of S. 10th St and Kentucky         | 6/2/2021  |              | n     | ute.   |
| S. 14th St between Georgia Ave and Clara Ave | 6/8/2021  | 6' + 24" ext | y     | Vinton |

Total Hydrants Installed = 13

**Hydrants Removed (including water main projects and others)**

| Location                               | Installed  | Removed   | Hyd Valve? |
|--|------------|-----------|------------|
| Superior Ave. at N. 20th St. (NE)      | 7/4/1920   | 4/16/2021 | n          |
| Georgia Ave. 150' E. of S. 9th St. (N) |            | 4/27/2021 | n          |
| S. 9th St. at Georgia Ave. (NE)        | 11/13/2000 | 4/29/2021 | n          |
| Georgia Ave. at S. 10th St. (NE)       |            | 5/3/2021  | n          |
| Georgia Ave. at S. 11th St. (NE)       | 12/9/1974  | 5/6/2021  | n          |
| S. 12th St. at Georgia Ave. (NE)       |            | 5/12/2021 | n          |
| N. 12th St. at Trimberger Ct. (E)      |            | 5/26/2021 | n          |

|   |            |           |   |
|---|------------|-----------|---|
| Calumet Dr. 200' NW. of Geele Ave. (NE) | 5/31/1967  | 5/28/2021 | y |
| NW Corner of S. 10th St and Alabama     |            | 6/2/2021  | n |
| SE Corner of S. 10th St and Kentucky    |            | 6/2/2021  | n |
| S. 14th St. at Georgia Ave.             | 10/12/1988 | 6/3/2021  | y |

Total Hydrants Removed = 11

**Hydrants Abandoned (including water main projects and others)**

| Location | Installed | Abandoned | Tr Size |
|----------|-----------|-----------|---------|
|----------|-----------|-----------|---------|

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 (") |
|---------------------------|-----------|---------------|
| N. 7th St and Ontario Ave | 4/15/2021 | 6"            |
| 1120 Alabama              | 6/28/2021 | 6"            |
| 2015 S 14th St.           | 6/17/2021 | 6"            |
| 1120 Alabama              | 6/28/2021 | 6"            |
| 2311 South Taylor Drive   | 6/29/2021 | 16"           |

Total Water Main Breaks = 5

**SUMMARY**

|   |        |            |
|---|--------|------------|
| Number of feet of 4 inch water main installed     | 18.6   | water main |
| Number of feet of 6 inch hydrant lead installed   | 81.6   |            |
| Number of feet of 6 inch water main installed     | 143.1  |            |
| Number of feet of 8 inch water main installed     | 192.3  |            |
| Number of feet of 10 inch water main installed    | 27.5   |            |
| Number of feet of 12 inch water main installed    | 3115.2 |            |
| Number of feet of 16 inch water main installed    |        |            |
| Number of feet of 24 inch water main installed    |        |            |
| Number of feet of water main abandoned or removed | 3460   |            |
| Number of water main breaks repaired              | 5      |            |
| Number of hydrants installed                      | 13     | hydrants   |
| Number of hydrants removed or abandoned           | 11     |            |
| Number of hydrants maintained or moved            | 0      |            |
| Number of street valves installed                 | 27     | valves     |
| Number of hydrant valves installed                | 6      |            |
| Number of street valves removed or abandoned      | 20     |            |
| Number of hydrant valves removed or abandoned     | 2      |            |
| Number of valves maintained                       |        |            |
| Number of water connections installed             | 9      |            |

**WATER MAIN AND APPURTENANCES INSTALLATION -- April, May, June 2021**

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

| Location: 4" Water Main            | Installed | New Valves | New Hyd. | Valves | Valves | Hyd. | Hyd. | Size " | Installed | Installed | Lead   | Aband. | Aband. | Rem. | By     |
|------------------------------------|-----------|------------|----------|--------|--------|------|------|--------|-----------|-----------|--------|--------|--------|------|--------|
| S 12th St and Georgia North Tie in | 6/16/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 4      | 18.6      | 0         | 4" CIP | 0      | 0      | 0    | Vinton |
| <b>Totals:</b>                     |           | 0          | 0        | 0      | 0      | 0    | 0    |        | 18.6      | 0         |        | 0      | 0      | 0    |        |

| Location: 6" Water Main                  | Installed | New Valves | New Hyd. | Valves | Valves | Hyd. | Hyd. | Size " | Installed | Installed | Lead   | Aband. | Aband. | Rem. | By     |
|--|-----------|------------|----------|--------|--------|------|------|--------|-----------|-----------|--------|--------|--------|------|--------|
| S 14th St and Georgia Ave (North Tie in) | 6/2/2021  | 0          | 0        | 0      | 0      | 0    | 0    | 6      | 21.0      | 0         | 6" CIP | 21     | 0      | 0    | Vinton |
| S 11th St Tie in's (North and South)     | 6/11/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 6      | 41.1      | 0         | 6" CIP | 41     | 0      | 0    | Vinton |
| S 14th St and Georgia South Tie in       | 6/15/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 6      | 81.0      | 0         | 6" CIP | 81     | 0      | 0    | Vinton |
| <b>Totals:</b>                           |           | 0          | 0        | 0      | 0      | 0    | 0    |        | 143.1     | 0         |        | 143    | 0      | 0    |        |

| Location: 8" Water Main            | Installed | New Valves | New Hyd. | Valves | Valves | Hyd. | Hyd. | Size " | Installed | Installed | Lead   | Aband. | Aband. | Rem. | By     |
|------------------------------------|-----------|------------|----------|--------|--------|------|------|--------|-----------|-----------|--------|--------|--------|------|--------|
| S 12th St at Georgia Ave           | 6/9/2021  | 2          | 0        | 0      | 0      | 0    | 0    | 8      | 87        | 0         | 4" CIP | 86     | 0      | 0    | Vinton |
| S 11th St at Georgia Intersection  | 5/11/2021 | 2          | 0        | 0      | 0      | 0    | 0    | 8      | 81.5      | 0         | 6" CIP | 82     | 0      | 0    | Vinton |
| S 12th St and Georgia South Tie in | 6/16/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 8      | 23.8      | 0         | 8" DIP | 24     | 0      | 0    | Vinton |
| <b>Totals:</b>                     |           | 4          | 0        | 0      | 0      | 0    | 0    |        | 192.3     | 0         |        | 192    | 0      | 0    |        |

| Location: 10" Water Main             | Installed | New Valves | New Hyd. | Valves | Valves | Hyd. | Hyd. | Size " | Installed | Installed | Lead    | Aband. | Aband. | Rem. | By     |
|--------------------------------------|-----------|------------|----------|--------|--------|------|------|--------|-----------|-----------|---------|--------|--------|------|--------|
| S 9th St and Georgia Ave N+S Tie ins | 5/27/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 10     | 27.5      | 0         | 10" CIP | 28     | 0      | 0    | Vinton |
| <b>Totals:</b>                       |           | 0          | 0        | 0      | 0      | 0    | 0    |        | 27.5      | 0         |         | 28     | 0      | 0    |        |

| Location: 12" Water Main                        | Installed | New Valves | New Hyd. | Valves | Valves | Hyd. | Hyd. | Size " | Installed | Installed | Lead    | Aband. | Aband. | Rem. | By     |
|---|-----------|------------|----------|--------|--------|------|------|--------|-----------|-----------|---------|--------|--------|------|--------|
| S 13th St and Georgia Ave Interconnects/Tie ins | 6/28/2021 | 1          | 0        | 0      | 0      | 0    | 0    | 12     | 38        | 0         | 6" DIP  | 18     | 0      | 0    | Vinton |
| Georgia Ave from S 8th St to S 9th St           | 4/30/2021 | 1          | 0        | 0      | 0      | 0    | 1    | 12     | 452.75    | 0         | 6" CIP  | 453    | 0      | 0    | Vinton |
| S 9th St and Georgia Ave N+S Tie ins            | 5/27/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 12     | 13.5      | 0         | 10" CIP | 14     | 0      | 0    | Vinton |
| S 9th St at Georgia Intersection                | 5/8/2021  | 2          | 1        | 0      | 0      | 0    | 1    | 12     | 71        | 10        | 10" CIP | 71     | 0      | 0    | Vinton |
| Georgia Ave from S 11th St to S 12th St         | 5/14/2021 | 1          | 1        | 1      | 0      | 0    | 1    | 12     | 441       | 20        | 6" CIP  | 441    | 0      | 0    | Vinton |
| Georgia Ave from S 9th St to S 10th St          | 5/7/2021  | 1          | 0        | 1      | 0      | 0    | 0    | 12     | 416.4     | 17        | 6" CIP  | 416    | 0      | 0    | Vinton |
| S 12th St and Georgia East Tie in               | 6/16/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 12     | 40.65     | 0         | 6" CIP  | 41     | 0      | 0    | Vinton |
| Georgia Ave from S 12th St to S 13th St         | 6/9/2021  | 0          | 0        | 0      | 0      | 0    | 0    | 12     | 428       | 0         | 6" CIP  | 428    | 0      | 0    | Vinton |
| Georgia Ave from S 13th St to S 14th St         | 6/7/2021  | 1          | 0        | 0      | 0      | 0    | 0    | 12     | 394       | 0         | 6" CIP  | 394    | 0      | 0    | Vinton |
| S 14th St and Georgia Ave                       | 6/4/2021  | 0          | 1        | 0      | 0      | 0    | 1    | 12     | 311       | 14.6      | 6" CIP  | 311    | 0      | 0    | Vinton |
| S 14th St and Georgia Ave (North Tie in)        | 6/1/2021  | 1          | 0        | 0      | 0      | 0    | 0    | 12     | 5.5       | 0         | 6" CIP  | 6      | 0      | 0    | Vinton |
| Georgia Ave from S 10th St to S 11th St         | 5/12/2021 | 1          | 1        | 1      | 0      | 0    | 1    | 12     | 376.7     | 20        | 6" CIP  | 377    | 0      | 0    | Vinton |
| S 10th St and Georgia Ave N+S Tie ins           | 5/28/2021 | 0          | 0        | 0      | 0      | 0    | 0    | 12     | 46.2      | 0         | 12" CIP | 46     | 0      | 0    | Vinton |
| S 10th St at Georgia Intersection               | 5/8/2021  | 2          | 0        | 0      | 0      | 0    | 0    | 12     | 80.5      | 0         | 12" CIP | 81     | 0      | 0    | Vinton |
| <b>Totals:</b>                                  |           | 11         | 4        | 3      | 0      | 0    | 5    |        | 3118.2    | 81.6      |         | 3097   | 0      | 0    |        |



**Sheboygan Water Utility**  
**Sheboygan, Wisconsin**  
**Income Statement - June 30, 2021**

| <u>Account #</u> | <u>Utility Operating Income</u>   | 1-Jan-21<br>to<br>30-Jun-21 | 1-Jan-20<br>to<br>30-Jun-20 | Increase<br>or<br>(Decrease) |
|------------------|-----------------------------------|-----------------------------|-----------------------------|------------------------------|
| 400              | Sales Revenue                     | 4,218,459                   | 3,521,974                   | 696,485                      |
| 474              | Other Water Revenue               | 28,085                      | 48,792                      | (20,707)                     |
|                  | <b>Total Operating Revenue</b>    | <b>4,246,544</b>            | <b>3,570,766</b>            | 675,779                      |
| 401              | Operating Expenses                | 1,800,782                   | 1,604,563                   | 196,220                      |
| 402              | Maintenance Expenses              | 434,137                     | 315,473                     | 118,664                      |
| 403              | Depreciation Expenses             | 797,701                     | 776,365                     | 21,336                       |
| 402              | Taxes                             | 609,513                     | 587,518                     | 21,995                       |
|                  | <b>Total Operating Expenses</b>   | <b>3,642,133</b>            | <b>3,283,917</b>            | 358,216                      |
|                  | <b>Utility Operating Income</b>   | <b>604,411</b>              | <b>286,848</b>              | 317,563                      |
|                  | <u>Other Income &amp; Expense</u> |                             |                             |                              |
| 415              | Non-operating Grant Revenue       | 31,985                      | 32,950                      | (965)                        |
| 416              | Non-operating Grant Expense       | -                           | (32,950)                    | 32,950                       |
| 419              | Interest Earned on Investments    | 8,259                       | 25,087                      | (16,828)                     |
| 421              | Contributions                     | -                           | -                           | 0                            |
| 425              | Misc Amortization                 | 12,567                      | 12,567                      | 0                            |
| 427              | Bond Interest Expense             | (164,245)                   | (159,884)                   | (4,361)                      |
| 428              | Other Expense                     | (475)                       | (23,650)                    | 23,175                       |
| 429              | Bond Premium                      | 17,934                      | 16,686                      | 1,249                        |
|                  | <b>Net Income</b>                 | <b>510,437</b>              | <b>157,654</b>              | 352,782                      |



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

| <u>Account #</u>   | <u>Debit Balance</u> | <u>Credit Balance</u> |
|--|----------------------|-----------------------|
| Utility Plant in Service                                       | 74,564,357           |                       |
| 107 Construction Work in Progress                              | 3,030,707            |                       |
| 111 Accumulated Provision for Depreciation of Utility Plant    |                      | 25,609,819            |
| 125 Bond Redemption Fund                                       | 668,414              |                       |
| 129 Appropriated Funds Invested for Plant Expansion & Payables | 1,278,031            |                       |
| 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                                 | 6,372,990            |                       |
| 142 Customer Accounts Recievable                               | 1,164,225            |                       |
| 143 Grant Receivable & Other Accounts Receivable               | 35,098               |                       |
| 145 Receivables from Municipality                              | 335,274              |                       |
| 154 Materials and Supplies                                     | 279,232              |                       |
| 163 Stores Expense   |                      |                       |
| 165 Prepayments  | 23,467               |                       |
| 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  |                      | 481                   |
| 236 Taxes Accrued  |                      | 1,215,298             |
| 237 Interest Payable on Bonds                                  |                      | 52,472                |
| 242 Misc. Current & Accrued Liab                               |                      | 11,999                |
| 251 Bond Premium   |                      | 203,028               |
| 253 Misc Deferred Credits                                      |                      | 59,253                |
| 263 Other Special Funds Employee Pensions                      |                      |                       |
| 265 Accrued Employee Benefits                                  |                      | 575,927               |
| 425 Amoritization of Pre 2003 Depreciation                     |                      |                       |
| 280 Net Pension Liability                                      |                      | 324,886               |
| 285 Deferred Inflow - Pension                                  |                      | 1,260,697             |
| Utility Net Income   |                      | 510,437               |
|  | <u>89,202,557</u>    | <u>89,202,557</u>     |

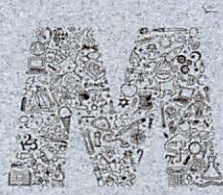
II

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a Resolution from Mead Public Library Board in recognition of the service of Mary Lynne Donohue to Mead Public Library.

---

CITY CLERK



**MEAD LIBRARY**

A RESOLUTION in recognition of the service of **Mary Lynne Donohue** to Mead Public Library.

WHEREAS, **Mary Lynne Donohue** was first appointed as the City of Sheboygan Common Council Liaison to the Library Board by Mayor Mike Vandersteen in April 2018, and

WHEREAS, **Mary Lynne Donohue** participated diligently as the Finance Committee Chairperson, and

WHEREAS, **Mary Lynne Donohue** helped guide the library through the COVID-19 pandemic, and

WHEREAS, **Mary Lynne Donohue** was an advocate for Mead Public Library's vision of creating a vibrant, informed and cohesive community, and

WHEREAS, **Mary Lynne Donohue** strived to uphold Mead Public Library's core value of inclusiveness, and

WHEREAS, **Mary Lynne Donohue** served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and

WHEREAS, **Mary Lynne Donohue** took seriously her responsibilities as a board member and worked conscientiously for the benefit of the citizens of Sheboygan, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend **Mary Lynne Donohue** for the time and attention she so generously devoted to her responsibilities as a Trustee. The Board thanks her for her commitment in serving as a Mead Public Library Trustee and recognizes her service through designation of appropriate book titles for purchase in her honor. The Mead Public Library wishes her all the best following her service to Sheboygan residents as a Library Trustee.

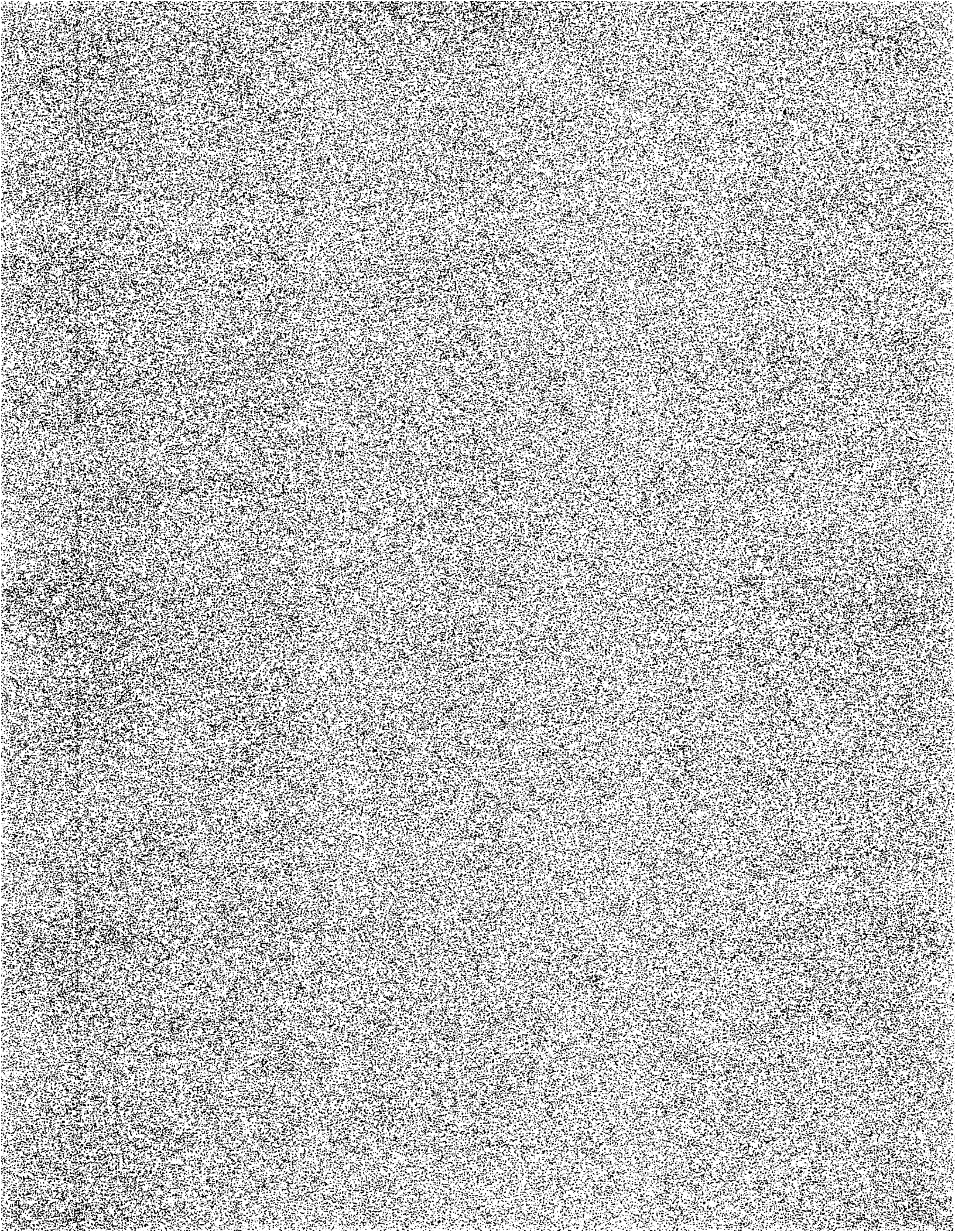
Dated this 27th day of May, 2021

Garrett Erickson

Library Director

Maeve Quinn

Board President



II

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a Resolution from Mead Public Library Board in recognition of the service of Nancy Mannchen to Mead Public Library.

---

CITY CLERK



**MEAD LIBRARY**

A RESOLUTION in recognition of the service of **Nancy Mannchen** to Mead Public Library.

WHEREAS, **Nancy Mannchen** was first appointed to the Library Board by Mayor Mike Vandersteen in August 2014, and

WHEREAS, **Nancy Mannchen** participated diligently on the Library Board's Human Resources and Ad Hoc Art Committees, while also representing Mead on the Monarch Library System Board, and

WHEREAS, **Nancy Mannchen** helped guide the library through the COVID-19 pandemic, and

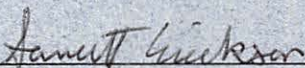
WHEREAS, **Nancy Mannchen** was an advocate for Mead Public Library's vision of creating a vibrant, informed and cohesive community, and

WHEREAS, **Nancy Mannchen** served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and

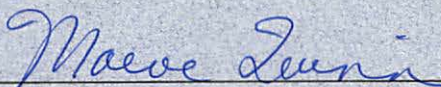
WHEREAS, **Nancy Mannchen** took seriously her responsibilities as a board member and worked conscientiously for the benefit of the citizens of Sheboygan, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend **Nancy Mannchen** for the time and attention she so generously devoted to her responsibilities as a Trustee. The Board thanks her for her commitment in serving as a Mead Public Library Trustee and recognizes her service through designation of appropriate book titles for purchase in her honor. The Mead Public Library wishes her all the best following her service to Sheboygan residents as a Library Trustee.

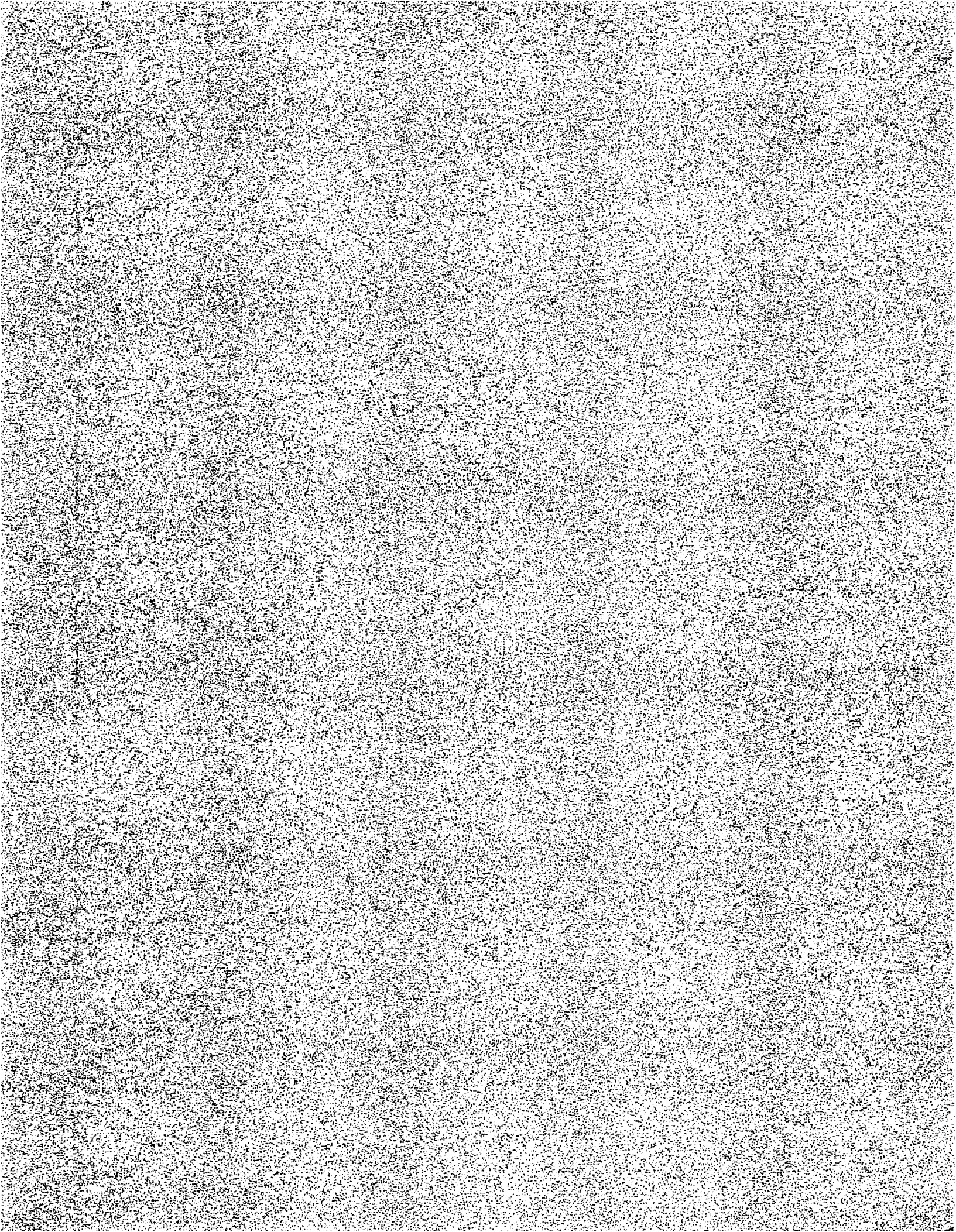
Dated this 24th day of June, 2021

  
\_\_\_\_\_

Garrett Erickson      Library Director

  
\_\_\_\_\_

Maeve Quinn      Board President



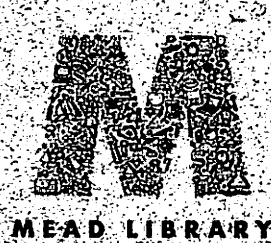
II

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a Resolution from Mead Public Library Board in recognition of the service of Kyle Whelton to Mead Public Library.

---

CITY CLERK



A RESOLUTION in recognition of the service of Kyle Whelton to Mead Public Library.

WHEREAS, Kyle Whelton was first appointed to the Library Board by Sheboygan Mayor Mike Vandersteen in April 2017, and

WHEREAS, Kyle Whelton participated diligently as the Finance Committee Chairperson, and

WHEREAS, Kyle Whelton helped guide the library through the COVID-19 pandemic, and

WHEREAS, Kyle Whelton was an advocate for Mead Public Library's vision of creating a vibrant, informed and cohesive community, and

WHEREAS, Kyle Whelton served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and

WHEREAS, Kyle Whelton took seriously his responsibilities as a board member and worked conscientiously for the benefit of the citizens of Sheboygan, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend Kyle Whelton for the time and attention he so generously devoted to his responsibilities as a Trustee. The Board thanks him for his commitment in serving as a Mead Public Library Trustee and recognizes his service through designation of appropriate book titles for purchase in his honor. The Mead Public Library wishes him all the best following his service to Sheboygan residents as a Library Trustee.

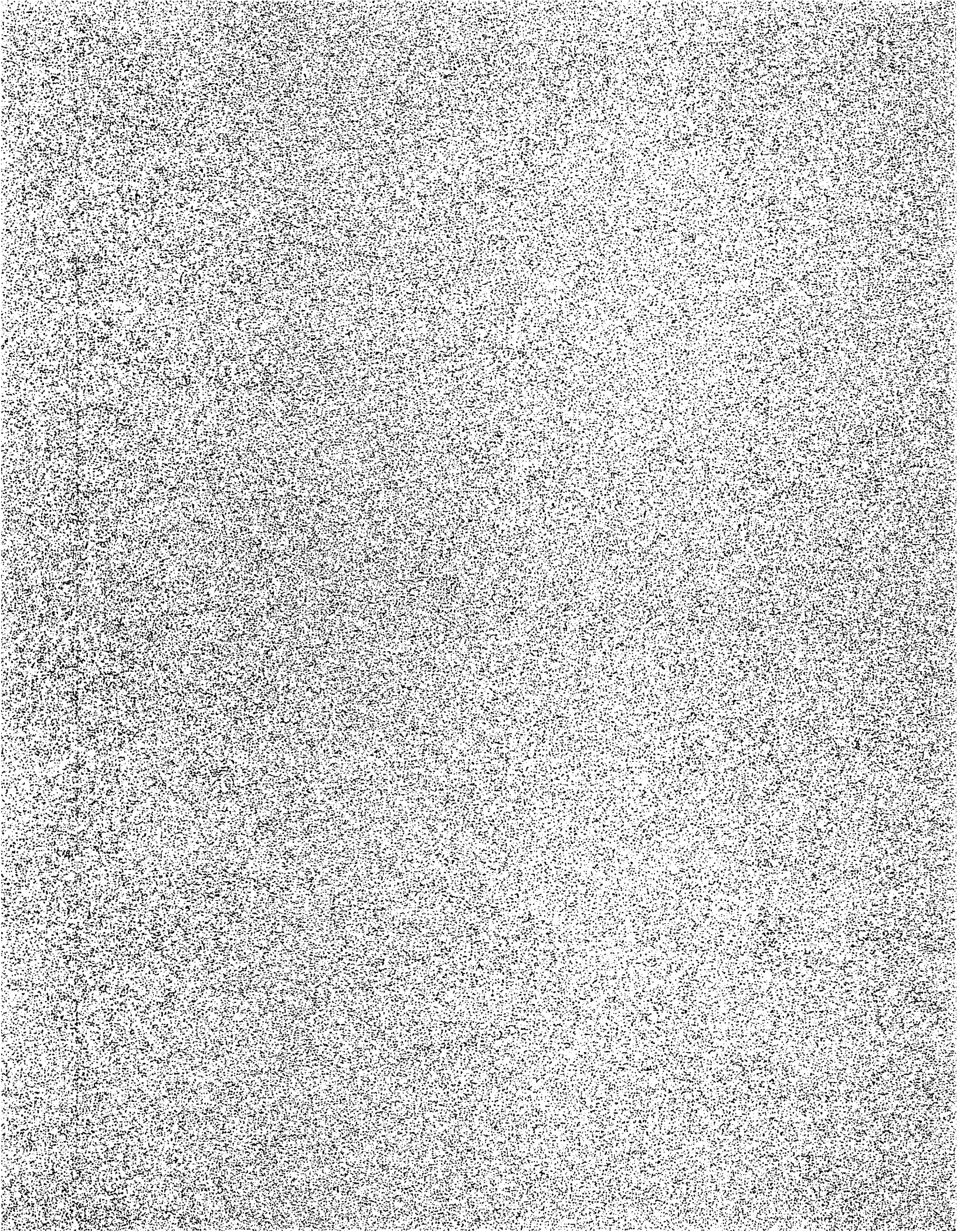
Dated this 22nd day of April, 2021.

Garrett Erickson

Library Director

Maëve Quinn

Board President



**VI**

R. C. No. \_\_\_\_\_ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. August 2, 2021.

Your Committee to whom was referred R. O. No. 41-21-22 by City Administrator submitting for information the 2022 Budget Schedule and 2022 preliminary budget fiscal factors for guidance prior to departmental budget preparation; 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

3.3

R. O. No. 41 - 21 - 22. By CITY ADMINISTRATOR. July 19, 2021.

Submitting for your information the 2022 Budget Schedule and 2022 preliminary budget fiscal factors for guidance prior to departmental budget preparation.

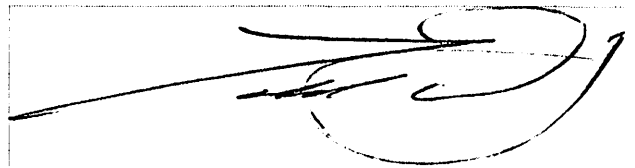
**2022 City of Sheboygan Budget Schedule**

|                          |   |
|--------------------------|---|
| July 19, 2021            | City Administrator submits 2022 Budget Schedule to Common Council.  |
| July 26, 2021            | City Administrator communicates to Management Team the parameters for 2022 Budget submittals. Staff begins Salary and Benefit Projections |
| July 26, 2021            | City Administrator discusses budget parameters with Finance and Personnel Committee.  |
| August 20, 2021          | Staff completes Salary and Benefit Projections, merges data into the 2022 Budget Projection.  |
| August 30, 2021          | Staff completes preliminary departmental budget submittals.   |
| August - September, 2021 | City Administrator review of preliminary department budgets.  |
| October 4, 2021          | City Administrator submits Budget Resolution to Common Council.   |
| October 5 - 15, 2021     | Standing Committee review 2022 Proposed Budget and submit recommendations to Common Council on October 18.                                |
| October 8, 2021          | Staff publishes Notice of Public Hearing on 2022 Proposed Budget.   |
| October 18, 2021         | Committee of the Whole review.  |
| October 25, 2021         | Public Hearing on 2022 Proposed Budget.   |
| October 25, 2021         | Committee of the Whole refers final 2022 Proposed Budget to Common Council.   |
| November 1, 2021         | Common Council to adopt the Budget Resolution.  |

JEP

Submitting the 2022 preliminary budget fiscal factors for guidance prior to departmental budget submittals as follows:

1. General Fund Budget - retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for estimated \$774,973 increase in wages/benefits for the city workforce.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management plan.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
10. Incorporate 2022 projects, equipment, police vehicles and large vehicles identified in the 2022 - 2026 Capital Improvement Program.
11. Continue use of donations between Tax Incremental Districts.
12. Continue Garbage, Recycling and Vehicle Registrations at their current amounts.
13. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.

A handwritten signature in black ink, appearing to read "Todd Wolf", is written over a horizontal line. The signature is stylized and cursive.

Todd Wolf, City Administrator

**VII**

R. C. No. \_\_\_\_\_ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. August 2, 2021.

Your Committee to whom was referred R. O. No. 42-21-22 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. 6143 in the amount of \$16,433.71 billed to Nathaniel J. Helmle regarding damage to a traffic control signal located at the west median of 14<sup>th</sup> Street and Erie Avenue on July 4, 2017, has been settled with a payment to the City of Sheboygan in the amount of \$15,028.71; 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

3.4

R. O. No. 42 - 21 - 22. By FINANCE DIRECTOR. July 19, 2021.

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. 6143 in the amount of \$16,433.71 billed to Nathaniel J. Helmle regarding damage to a traffic control signal located at the west median of 14th Street and Erie Avenue on July 4, 2017, has been settled with a payment to the City of Sheboygan in the amount of \$15,028.71.

FHP

---

Finance Director



**City of Sheboygan**  
 828 Center Ave, Suite 205  
 Sheboygan, WI 53081  
 Telephone No. 920-459-3371

# INVOICE

|                   |             |
|-------------------|-------------|
| Invoice Date      | Invoice No. |
| 08/11/2017        | 6143        |
| Customer Number   |             |
| 35758             |             |
| Invoice Total Due |             |
| \$16,433.71       |             |
| Payment Terms     |             |
| NET 30 DAYS       |             |

HELMLE, NATHANIEL J.  
 4945 ROSEWOOD CT  
 LITTLE SUAMICO, WI 54141

| Description   | Original Bill | Adjustment | Paid   | Amount Due |
|---|---------------|------------|--------|------------|
| WORK ORDER 95750 SALARIES                             | \$3,175.00    | \$0.00     | \$0.00 | \$3,175.00 |
| EQUIPMENT RENTAL                                      | \$3,655.00    | \$0.00     | \$0.00 | \$3,655.00 |
| STREET LIGHTING MATERIALS                             | \$9,371.74    | \$0.00     | \$0.00 | \$9,371.74 |
| SIGNS MATERIALS                                       | \$231.97      | \$0.00     | \$0.00 | \$231.97   |
| TRAFFIC SIGNAL DAMAGED W MEDIAN 14TH<br>& ERIE 7/4/17 |               |            |        |            |

|  |                       |                    |
|--|-----------------------|--------------------|
| <b>Please put Invoice Number on your check.<br/>         Make Checks Payable to: City of Sheboygan</b> | <b>Invoice Total:</b> | <b>\$16,433.71</b> |
|--|-----------------------|--------------------|



Claim No.: AH24040

PROPERTY DAMAGE ONLY RELEASE

CITY OF SHEBOYGAN against S N E RENTALS, LLC & NATHANIEL HELMLE and West Bend Mutual Insurance Company KNOW ALL MEN BY THESE PRESENTS; that the undersigned for sole consideration of FIFTEEN THOUSAND TWENTY EIGHT AND 71/100 Dollars (\$15,028.71) paid to the undersigned, do hereby fully and forever release and discharge S N E RENTALS, LLC & NATHANIEL HELMLE and West Bend Mutual Insurance Co and all others directly or indirectly liable, from any and all claims and demands, actions and causes of action, damages, both known and unknown, including future developments thereof, costs, loss of service and compensation on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from the accident on or about 07/04/2017, at or near W Median 14th & Erie, Sheboygan, WI..

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released.

It is understood that this is a complete release of property damage only and it is understood and agreed that it does not constitute a release for any bodily injury which may have resulted from this accident.

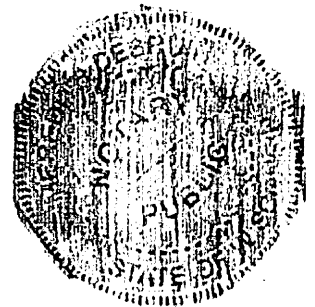
I/We further agree that this release and payment pursuant thereto is not to be construed as a waiver by or an estoppel of any party released to prosecute a claim or action against the undersigned for any damages sustained.

CAUTION! READ BEFORE SIGNING

[Signature] (SEAL) STATE OF Wisconsin  
TODD WOLF ON BEHALF OF CITY OF SHEBOYGAN  
(SEAL) COUNTY OF Sheboygan

On this 7th day of July, 2021, before me appeared Todd Wolf to me personally known, and who acknowledged the execution of the foregoing instrument as free, act and deed, for the consideration set forth therein.

NOTARY PUBLIC [Signature] My Commission Expires 6-18 2023.  
WB-353 (12-11)



VI

R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. August 2, 2021.

Your Committee to whom was referred R. O. No. 43-21-22 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 April 1, 2021 and ending June 30, 2021; 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

3.5

R. O. No. 43 - 21 - 22. By FIRE CHIEF. July 19, 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 April 1, 2021 and ending June 30, 2021.

|   | 2020<br>Second Quarter | 2020<br>YTD  | 2021<br>Second Quarter | 2021<br>YTD  | 2021<br>Goals |
|---|------------------------|--------------|------------------------|--------------|---------------|
| <b>Incident Types</b>                     |                        |              |                        |              |               |
| Fires                                     | 21                     | 40           | 34                     | 48           | < 90          |
| Rescue & Emergency Medical Service        | 894                    | 1,978        | 1,137                  | 2,217        | 4,300         |
| Non Fires                                 | 352                    | 597          | 285                    | 582          | 1,000         |
| <b>TOTAL</b>                              | <b>1,267</b>           | <b>2,615</b> | <b>1,456</b>           | <b>2,847</b> | <b>5,300</b>  |
| <b>Station Incident Count Per Station</b> |                        |              |                        |              |               |
| Station 1                                 | 377                    | 739          | 405                    | 768          | 1,550         |
| Station 2                                 | 230                    | 490          | 295                    | 595          | 1,100         |
| Station 3                                 | 296                    | 652          | 377                    | 706          | 1,400         |
| Station 4                                 | 230                    | 453          | 253                    | 505          | 1,000         |
| Station 5                                 | 120                    | 254          | 121                    | 262          | 500           |
| Out of City                               | 14                     | 27           | 5                      | 11           |               |
| <b>Fire Loss</b>                          |                        |              |                        |              |               |
| Number of Incidents                       | \$ 16                  | \$ 31        | \$ 21                  | \$ 32        |               |
| Total Pre Incident Value                  | \$ 3,565,220           | \$ 6,064,420 | \$ 79,134,800          | \$91,730,790 |               |
| Total Property Loss                       | \$ 75,160              | \$ 250,160   | \$ 226,800             | \$ 290,350   |               |
| Total Content Loss                        | \$ 32,425              | \$ 94,475    | \$ 387,817             | \$ 426,467   |               |
| Total Loss                                | \$ 107,585             | \$ 344,635   | \$ 614,617             | \$ 716,817   |               |
| Average Loss                              | \$ 6,724               | \$ 11,117    | \$ 29,267              | \$ 22,399.66 |               |
| <b>Workload</b>                           |                        |              |                        |              |               |
| Inspections                               | 752                    | 767          | 522                    | 617          | 1,926         |
| School Safety Programs/Students           | 0/0                    | 0/0          | 0/0                    | 0/0          | 150/3,000     |
| Public Events                             | 38                     | 47           | 13                     | 24           | 45            |
| Station Tours                             | 0                      | 5            | 3                      | 4            | 25            |
| Non-Compliance/ Installed Smoke Alarms    | 23/18                  | 45/38        | 9/16                   | 19/29        |               |
| Fire Training Hours                       | 1,738                  | 3,268        | 1,408.50               | 2,928.50     | 8,000         |
| EMS Training Hours                        | 1,190                  | 1,774        | 502.50                 | 1,205.50     | 2,100         |
| Investigations                            | 24                     | 44           | 34                     | 48           |               |
| <b>Efficiency</b>                         |                        |              |                        |              |               |
| EMS Average Response Time (360 Seconds)   | 89%                    | 95%          | 76%                    | 77%          | 90%           |
| Fire Average Response Time (380 Seconds)* | 89%                    | 95%          | 76%                    | 77%          | 90%           |
| <b>Effectiveness</b>                      |                        |              |                        |              |               |
| Resident Satisfaction Rating              | 99%                    | 99%          | 97%                    | 97%          | 80%           |
| ISO Rating                                | 2                      | 2            | 2                      | 2            | 1             |

\* Fire response 380 seconds or less per NFPA standards

AJPS

  
 FIRE CHIEF

VI

R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. August 2, 2021.

Your Committee to whom was referred R. O. No. 44-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department for the period commencing April 1, 2021 and ending June 30, 2021; 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

3.6

R. O. No. 44 - 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.  
July 19, 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 April 1, 2021 and ending June 30, 2021.

|  | 2019<br><u>Actual</u> | Y-T-D<br><u>6/30/20</u> | 2020<br><u>Actual</u> | Y-T-D<br><u>6/30/21</u> | 2021<br><u>Goals</u> |
|--|-----------------------|-------------------------|-----------------------|-------------------------|----------------------|
| <b><u>Patrol and Investgations</u></b>         |                       |                         |                       |                         |                      |
| Homicide                                       | 1                     | 1                       | 2                     | 0                       | 0                    |
| Rape   | 31                    | 10                      | 20                    | 23                      | 20                   |
| Robbery  | 10                    | 6                       | 14                    | 2                       | 15                   |
| Aggravated Assault                             | 114                   | 48                      | 107                   | 47                      | 100                  |
| Violent Crime Total                            | 156                   | 65                      | 143                   | 72                      | 135                  |
| <br>   |                       |                         |                       |                         |                      |
| Burglary                                       | 89                    | 44                      | 96                    | 32                      | 100                  |
| Theft  | 678                   | 323                     | 689                   | 236                     | 840                  |
| Motor Vehicle Theft                            | 19                    | 17                      | 35                    | 14                      | 30                   |
| Arson  | 3                     | 1                       | 10                    | 2                       | 10                   |
| Property Crime Total                           | 789                   | 385                     | 830                   | 284                     | 980                  |
| <br>   |                       |                         |                       |                         |                      |
| Percent of Offenses Cleared                    | 64%                   | 62%                     | 56%                   | 47%                     | 70%                  |
| Value of Property Stolen                       | \$1,170,450           | \$211,862               | \$475,001             | \$360,556               | \$500,000            |
| Value of Property Recovered                    | \$678,222             | \$157,292               | \$389,071             | \$220,213               | \$200,000            |
| Percent of Stolen Recovered                    | 57%                   | 74%                     | 82%                   | 61%                     | 40%                  |
| <br>   |                       |                         |                       |                         |                      |
| Accident Investigations                        | 1,592                 | 611                     | 1,340                 | 663                     | 1,500                |
| Traffic Stops                                  | 4,937                 | 1,828                   | 3,455                 | 2,414                   | No Goal              |
| Traffic Arrests                                | 3,924                 | 1,291                   | 2,611                 | 1,577                   | No Goal              |
| Other Arrests                                  | 3,204                 | 1,462                   | 2,646                 | 1,256                   | No Goal              |
| Speed Trailer Deployments                      | 17                    | 3                       | 8                     | 10                      | 20                   |
| HVEE Deployments                               | 31                    | 0                       | 1                     | 39                      | 12                   |
| Parking Tickets Issued                         | 7,840                 | 3,773                   | 6,098                 | 3,819                   | 10,000               |
| Bicycles Recovered                             | 168                   | 27                      | 118                   | 60                      | 150                  |
| Involuntary Commitments                        | 110                   | 51                      | 101                   | 66                      | No Goal              |
| <br>   |                       |                         |                       |                         |                      |
| <b><u>Administration</u></b>                   |                       |                         |                       |                         |                      |
| District Attorney Request for Digital Evidence | 1,326                 | 625                     | 1,216                 | 589                     | 2,750                |
| Open Records Requests                          | 6,546                 | 3,871                   | 7,318                 | 3,530                   | 4,000                |
| Nixle Messages Sent                            | 239                   | 59                      | 97                    | 34                      | 250                  |
| Press Releases                                 | 28                    | 11                      | 20                    | 11                      | 50                   |
| Tweets   | 224                   | 53                      | 92                    | 48                      | 350                  |
| Facebook likes                                 | 12,164                | 13,810                  | 14,618                | 15,261                  | 16,500               |
| Reported Crime Maps                            | 85                    | 51                      | 100                   | 52                      | 104                  |
| Crime Comparison Reports                       | 25                    | 12                      | 24                    | 13                      | 26                   |

*CHPS*

\_\_\_\_\_  
CHIEF OF POLICE

VI

R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. August 2, 2021.

Your Committee to whom was referred R. O. No. 45-21-22 by City Clerk  
submitting various license applications; recommends granting the license  
applications.

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

3.7

R. O. No. 45 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting various license applications.

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

CHANGE OF PREMISE

No.    Name

Address

1040 Brennan's On Michigan

1101 Michigan Avenue - for two day event August 7-8, 2021 to include current premise plus west and south parking lot.

1040 Brennan's On Michigan

1101 Michigan Avenue - for two day event August 14-15, 2021 to include current premise plus west and south parking lot.

ALPS

VI

R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. August 2, 2021.

Your Committee to whom was referred R. O. No. 46-21-22 by City Clerk  
submitting a license application for a change of agent; recommends granting  
the change of agent application.

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

71

R. O. No. 46 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting a license application for a change of agent.

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

CHANGE OF AGENT

Nathan J. Meinnert is replacing Amanda J. Ritmiller as agent effective immediately for Kwik Trip #361 located at 1618 Calumet Drive.

RHS

VI

R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. August 2, 2021.

Your Committee to whom was referred R. O. No. 47-21-22 by City Clerk  
submitting a communication from Michael Miller regarding an alleged nuisance  
bar located at 1133 Michigan Avenue; 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

Other Matters

1.2

R. O. No. 47 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting a communication from Michael Miller regarding an alleged nuisance bar located at 1133 Michigan Avenue.

---

CITY CLERK

SHPS

I request to talk to the city council  
in regards to a nuisance bar in our  
neighborhood. I have a petition signed  
by 20 of my neighbors regarding this.  
Have tried dealing with alderperson and  
proprietor and have gotten to this point

Sol and Nova  
1133 Michigan Ave

Thank you.  
Michael J. Miller

VIII

R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. August 2, 2021.

Your Committee to whom was referred Res. No. 36-21-22 by Alderpersons Felde and Ackley authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2021 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; 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

4.8

Res. No. 36 - 21 - 22. By Alderpersons Felde and Ackley. July 19, 2021.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2021 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$18,256 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of \$18,256, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2021 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached.

RLP

Barbara Felde  
Betty Ann Ackley

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

**FISCAL YEAR 2021 JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM AWARD  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SHEBOYGAN AND  
THE COUNTY OF SHEBOYGAN  
(Local Solicitation)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

**WITNESSETH**

**WHEREAS**, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and

**WHEREAS**, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2021 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

**WHEREAS**, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

**NOW, THEREFORE**, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2021 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

|                |             |
|----------------|-------------|
| Grant Total    | \$18,256.00 |
| City Portion   | 9,128.00    |
| County Portion | 9,128.00    |

Section 3. CITY and COUNTY agree to 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 this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at [www.ojp.usdoj.gov/funding/otherequirements.htm](http://www.ojp.usdoj.gov/funding/otherequirements.htm). 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.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

**CITY OF SHEBOYGAN:**

|  |               |
|--|---------------|
| _____<br>Ryan Sorenson, Mayor                    | _____<br>Date |
| _____<br>Christopher Domagalski, Chief of Police | _____<br>Date |

**COUNTY OF SHEBOYGAN:**

|   |               |
|---|---------------|
| _____<br>Vernon Koch, County Board Chair                    | _____<br>Date |
| _____<br>Steve Steinhardt, Emergency Management<br>Director | _____<br>Date |

VIII

R. C. No. \_\_\_\_\_ - 21 - 22. By PUBLIC WORKS COMMITTEE.  
August 2, 2021.

Your Committee to whom was referred Res. No. 37-21-22 by Alderpersons Dekker and Perrella authorizing appropriate City officials to accept two grants from the Wisconsin Coastal Management Program; 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

4.9

Res. No. 31 - 21 - 22. By Alderpersons Dekker and Perrella. July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to accept two grants from the Wisconsin Coastal Management Program.

WHEREAS, the City has been awarded two grants, each in the amount of \$25,000, from the Wisconsin Coastal Management Program; and

WHEREAS, the Wisconsin Coastal Management Program is administered by the State of Wisconsin Department of Administration; and

WHEREAS, one of the grants (Grant No. AD219129-022.16) will be used to support the development of an updated Comprehensive Outdoor Recreation Plan; and

WHEREAS, the other grant (Grant No. AD219129-022.17) will be used to develop a Shoreline Restoration Plan; and

WHEREAS, copies of the Grant Agreements are attached to this Resolution; and

WHEREAS, the Grant Agreement for Grant No. AD219129-022.16 identifies Joe Kerlin as the City employee responsible for the administration of the Agreement; and

WHEREAS, the Grant Agreement for Grant No. AD219129-022.17 identifies David Biebel as the City employee responsible for the administration of the Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is authorized to accept this grant from the State of Wisconsin.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are instructed to take the steps necessary to comply with the terms and conditions specified in the Grant Agreements.

*Dean Dukker*  
\_\_\_\_\_  
*Grant Penelle*  
\_\_\_\_\_

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

**GRANT AGREEMENT  
BETWEEN THE  
  
STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM  
  
AND  
  
CITY OF SHEBOYGAN**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand Dollars (\$25,000.00)** for eligible activities herein described; and

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

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

**CITY OF SHEBOYGAN**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL  
RELATION**

**BY:** \_\_\_\_\_  
**Ryan Sorenson**

**BY:** \_\_\_\_\_  
**Dawn Vick**

**TITLE:** Mayor

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. CONTRACT ADMINISTRATION**

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Joe Kerlin**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

**ARTICLE 2. APPLICABLE LAW**

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

**ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

**ARTICLE 4. SCOPE OF WORK**

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period").

**ARTICLE 6. STANDARDS OF PERFORMANCE**

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

**ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

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

**ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

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

**ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

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

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).*

**ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. EXTRA WORK**

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

**ARTICLE 20. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

**ARTICLE 21. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 22. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

**ARTICLE 23. SOURCE OF FUNDS**

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number NA21NOS4190086. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

**ARTICLE 24. VARIANCES**

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

**ARTICLE 25. LIMITATION ON COSTS**

Reimbursement by the Department shall be 50% of the total cost or not to exceed **Twenty-Five Thousand Dollars (\$25,000.00)**. The Grantee shall provide 50% of the total cost, or **Twenty-Five Thousand Dollars (\$25,000.00)**. See itemized budget in Attachment A.

**ARTICLE 26. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

**ARTICLE 27. ALLOWABLE COSTS**

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

**ARTICLE 28. REIMBURSEMENT OF FUNDS**

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

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

**ARTICLE 29. LIMITED USE OF PROGRAM FUNDS**

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

**ARTICLE 30. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 31. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

## ADMINISTRATIVE TERMS AND CONDITIONS

### **ARTICLE 32. SINGLE AUDIT REQUIREMENT**

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

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

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### **State Funded Awards:**

**NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### **Submit To:**

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

### **ARTICLE 33. EXAMINATION OF RECORDS**

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 34. PERFORMANCE REPORTS**

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 36. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 37. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 38. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 39. PATENT INFRINGEMENT**

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 40. PROGRAM INCOME**

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

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

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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## Attachment A

### Grant Agreement # AD219129 – 022.16

|  |   |
|--|---|
| <b>1. Type of Project (check one):</b>   | <input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration<br><input type="checkbox"/> Nonpoint Source Pollution Control<br><input checked="" type="checkbox"/> Coastal Resources and Community Planning<br><input type="checkbox"/> Great Lakes Education<br><input type="checkbox"/> Public Access and Historic Preservation |
| <b>2. Project Title (max. 15 words):</b> City of Sheboygan Comprehensive Outdoor Recreation and Coastal Resources Planning   |   |
| <b>3. Organization applying:</b><br>City of Sheboygan  | <b>5. Organization nine-digit DUNS Number:</b><br>076144153   |
| <b>4. Contact Person and Address (include full, <u>nine-digit</u> zip code):</b><br><br><u>Joe Kerlin, Superintendent of Parks and Forestry</u><br><br>2026 New Jersey Avenue<br><br>Sheboygan, WI 53081-4714<br><br><b>Phone:</b> 920-459-3459 <b>Email:</b> joe.kerlin@sheboyganwi.gov   | <b>6. Primary County where project is located:</b><br>Sheboygan<br><br><b>7. Other Counties where project is located:</b><br><br><b>8. Congressional District #: 6</b><br><br><b>9. State Senate District #: 9</b><br><br><b>10. State Assembly District #: 26</b>  |
| <b>11. Total Project Cost: \$50,000</b>  |   |
| <b>12. WCMP Share: \$25,000</b>  | <b>14. WCMP Percent: 50 %</b>   |
| <b>13. Applicant Share: \$25,000</b>   | <b>15. Applicant Percent: 50 %</b>  |
| <b>16. Brief Summary of the Project (300 word maximum). Include</b><br>(a) Project Description (1-2 paragraphs) and<br>(b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable.<br><br><u>Consider completing this portion of the application last to summarize your proposal.</u><br><br><b>a. Project Description:</b><br>The outcome of this project will be an adopted Comprehensive Outdoor Recreation Plan (CORP) that maximizes outdoor recreational opportunities serving both residents and visitors drawn to the unique Lake Michigan coastline and its related streams and rivers. The plan will balance the community's recreational needs and prioritize best management practices between recreational programs, public access, and responsible interface with coastal resources.<br><br><b>b. Project Tasks/Deliverables:</b><br>1. Report: A final document containing an updated five year CORP for years 2021 – 2025.<br>2. Report: Community Survey results and comments from in person and an online survey concerning park and recreational usage, future needs and maintenance of the City's parks.<br>3. Public Engagement: At least three public meetings along with the community survey will be organized to assess and gather information from the citizenry. Outreach and information gathering will further occur through social media and website platforms.<br>4. Information gathering: At least five facilitated meetings will occur with the comprehensive steering committee and Parks Commission.<br><br><i>Example:</i><br>1. <i>Report: A final report containing the findings and recommendations of the project will be completed and distributed to participants and local decision-makers.</i><br>2. <i>Public outreach: The organization will host at least five public meetings.</i><br>3. <i>Website: A website will include information about public meetings and post any plans and reports published.</i> |   |

# Attachment A

## Grant Agreement # AD219129 – 022.16

**1. Background/context:** Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Sheboygan’s current five year CORP is for years 2016 – 2020. City Park and Planning staff updated the previous 2008 – 2013 without service of a contracted facilitator. The City is requesting grant aid from the Wisconsin Coastal Management Program to work with a contracted facilitator to update the City’s plan for 2022 – 2026

The proximity to Lake Michigan increases both the popularity of Sheboygan’s open space/recreational system and the responsibility of protecting the waters of Lake Michigan from the potential impacts of recreational use on related shoreline conditions, stormwater management, drainage strategies, roads /parking, water recreational use, choice of paving materials and the management of associated vegetation. The CORP Plan will need to identify and define strategies on how to best manage stormwater and water quality with the priority being the protection of Lake Michigan.

**2. Project Description:**

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

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

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

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

The project will integrate available local community plans as well as land and water studies including:

- Sheboygan County land, water conservation plans including the county CORP
- Sheboygan’s Stormwater Management Plan update
- Sheboygan’s Comprehensive Plan
- Sheboygan’s Sustainability Plan
- Sheboygan’s Strategic Plan
- Sheboygan’s Economic Development Plan
- Maywood Environmental Park Master Plan – to be completed 2021
- Jaycee Park Master Plan – to be completed 2020

**3. Impact on Coastal Resources:** Address all of the issues listed below as they relate to your project.

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need.
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

**Type of Project**  
Wetland Protection and Habitat Restoration

**Suggested Indicators**  
• Acres of habitat restored or protected

Nonpoint Source Pollution Control

• Reduction in tons of soil erosion/sedimentation

# Attachment A

## Grant Agreement # AD219129 – 022.16

**Great Lakes Education**

- Number of people trained

**Coastal Resources and Community Planning**

- Projected audience
- Number of municipalities included in a plan
- Land area/coastline covered by the plan
- Type of coastal resource (e.g., habitat) protected
- Ordinances developed

**Public Access and Historic Preservation**

- Linear feet of coastline made accessible or acquired
- Acres Acquired

a. Updating Sheboygan’s current CORP plan is critical in looking forward in providing local programmed recreation, a well-managed open space system, connectivity of trails and being good stewards of our unique coastal environment. The City of Sheboygan comprises nearly 15.82 Square miles of Lake Michigan Basin, with the Sheboygan River and the Pigeon River being two major distributaries to Lake Michigan. There is roughly 5.70 miles of Lake Michigan shoreline most of which is managed by the City. There are 36 City Parks making up 705 acres of land. Of these 36 parks, 24 of them, having a total of 661 acres, are adjacent to Lake Michigan, the Sheboygan River or the Pigeon River. There is 1.60 miles of public beach, 288-slip marina, six boat launches and one canoe/kayak launch. The City also has eight miles of paved walking trails with over half along rivers and the lake. Any development or preservation within the city parks would inherently have an effect on Lake Michigan and its coastline.

b. State and Federal government provide funding to local governments for the acquisition and development of parks. Most of the programs require that a local government maintain, by resolution, a five year CORP with the specific project noted in the plan. A few of the Federal Programs include land and water conservation fund and recreational trails act. Some of the Wisconsin State funds include acquisition and development of park and urban green space, urban rivers programs, recreational boating facilities, surface water grants, lake and river protection grants and urban forestry grants. The City would like to work with a contracted facilitator that not only has a strong park development background but also a strong land and water conservation background, to aid in the revision of the current plan to include future coastal protection.

c. This plan will need to complement regional and state initiatives and increase the awareness of how to best manage the resources of the coastal environs of Sheboygan with an emphasis on accessible parks and recreation, community wellness, the interface with natural areas and the protection of Lake Michigan.

Several of the Sheboygan County’s Land and Water Conservation Plans make reference to not only open space recreation and needs to but also to restoring environmental integrity and the recreation values. From the mouth of the Sheboygan River along Lake Michigan to Sheboygan Fall, roughly 14 miles of the river is on the Impaired Waters List. Many of the Sheboygan River AOC Fish & Wildlife projects with shoreline restoration and stabilization are happening in the City. These efforts will need to continue and will more and more be the responsibility of the City. The Lakewide Action and Management Plan calls into action assessing, restoring, protecting and monitoring the ecosystem health of the Great Lakes and river systems. Sheboygan also has a new storm water management plan that will be referred to in development and maintenance of the City’s park system. Finally, the Great Lakes have seen its highest water levels since 1986. The City is experiencing flooding and erosion along the shoreline. Great lakes Shorelands Management Programs will need to be part of the new plan.

d. The end result of this process will be a functional comprehensive five year plan for the City of Sheboygan. Sheboygan County works with several smaller communities in the county to keep an up to date plan. Even though the City is separate, many parts of the plans cover the same areas and work together. A good example is the County’s non-motorized transportation facilities that are shared. The plan will need to be approved by resolution and will be a guide for park acquisitions, development and maintenance for years to come. Specific projects in the plan will have a higher priority by the city for funding and thousands of dollars will be applied for under the programs listed above, because of the plan, the city will be eligible to receive those funds.

#### 4. Methodology and Timetable

- Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.  
**Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).**
- Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.
- Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. **Project Timeline:** July 1, 2021 – March 16, 2022

July 1-August:

Meetings with A CORP project steering committee appointed by the Mayor and the Marina, Parks and Forestry Commission (MPFC) will begin. Request for Proposal if needed, for a contracted facilitator will be completed. Review available information along with the 2016-2020 plan.

## Attachment A

### Grant Agreement # AD219129 – 022.16

**September-October:**

Host public meetings and continue with steering and MPFC discussions. Create and distribute community needs survey. Advertise all meetings and survey on all city social media and document all meetings and allow comments on the Department of Public Works website.

**November-December:**

Continue with steering and MPFC discussions. Develop draft CORP and receive feedback from public through meetings, website and social media.

**January-February:**

Final edits are made to the draft document.

**March – March 16, 2021**

Plan will be reviewed by MPFC, Public Works Committee and recommended to the City of Sheboygan Common Council for approval on March 16<sup>th</sup>.

**b. Project deliverable include:**

- Seven facilitated meetings with the steering and parks committees: Coordinated meeting dates with contracted facilitator and committee members.
- Three public meetings: Set meeting dates, advertise, engage public, facilitate a discussion and record comments.
- Information gathering survey: Develop survey with contracted facilitator and committee members. Open the survey to public via public meetings, website and social media. Compile results.
- CORP draft document: Using available data, facilitated meetings and survey results, the contracted facilitator will prepare a draft plan for committee and public review.
- Council approve CORP document for the City of Sheboygan: Draft document will be referred to MPFC and Public Works for approval and recommended to the Common Council.

c. The plan updates will evaluate existing conditions, analyze needs and desires, develop a capital improvements plan, and help guide adoption and implementation of the plan. Opportunities to engage the public and stakeholders will be incorporated during the planning process using an online survey, public informational meetings, website, and social media. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

d. It will help develop strategies for better storm water management dealing with changing weather patterns: volumes of precipitation and how we design and place site amenities / structures serving our recreational needs. These strategies can also recommend improvements in the open space system identifying opportunities for green infrastructure. Green infrastructure can play a major role in operational cost reductions, advancing sustainability, reducing flooding impacts on adjacent properties, increase permeability and play a major role in achieving higher water quality. The ultimate outcome is to achieve better stewardship of our natural resources with the grand prize is being a better neighbor to Lake Michigan.

**5. Project Budget**

- a. Provide a breakdown of the proposed project budget using Table 1. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the nearest dollar.

**Table 1: Budget (Required)**

| <b>Activity (do not change categories)</b>  | <b>WCMP Request</b> | <b>Match</b> | <b>Total</b> |
|---|---------------------|--------------|--------------|
| Personnel (names required, if known)  | \$                  | \$           | \$           |
| Fringe Benefits (provide rate and included benefits)                                  |                     |              |              |
| Equipment   |                     |              |              |
| Travel  |                     |              |              |
| Supplies  |                     |              |              |
| Contractual (complete Table 2)  | \$25,000            | \$25,000     | \$50,000     |
| Construction  |                     |              |              |
| Other   |                     |              |              |
| Indirect Charges (requested indirect should not exceed 15% of total requested amount) |                     |              |              |

## Attachment A Grant Agreement # AD219129 – 022.16

|        |  |  |
|--------|--|--|
| Totals |  |  |
|--------|--|--|

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

| Activity – Contractual Costs   | WCMP Request    | Match           | Total           |
|--|-----------------|-----------------|-----------------|
| Personnel  | \$23,500        | \$23,500        | \$47,000        |
| Fringe Benefits <i>(provide rate and included benefits)</i>                                  |                 |                 |                 |
| Equipment  |                 |                 |                 |
| Travel   | \$500           | \$500           | \$1,000         |
| Supplies   | \$500           | \$500           | \$1,000         |
| Contractual  |                 |                 |                 |
| Construction   |                 |                 |                 |
| Other  | \$500           | \$500           | \$1,000         |
| Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i> |                 |                 |                 |
| <b>Totals</b>  | <b>\$25,000</b> | <b>\$25,000</b> | <b>\$50,000</b> |

Table 3: Additional budget items (optional)

| Activity      | WCMP Request | Match | Total |
|---------------|--------------|-------|-------|
|               | \$           | \$    | \$    |
|               |              |       |       |
|               |              |       |       |
|               |              |       |       |
|               |              |       |       |
|               |              |       |       |
|               |              |       |       |
|               |              |       |       |
|               |              |       |       |
|               |              |       |       |
| <b>Totals</b> |              |       |       |

**6. Budget Description**

- a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. The matching funds for this project will come from the Department of Public Works Contracted Services Fund. This fund is budgeted annually and is used for unforeseen improvements and matching grant opportunities. City staff will also have a large investment of time not seen on this application.

b. Other than city funds, no other moneys have been applied for at this time.

c. The City has the budgeted funds for the matching of the WCMP grant. More importantly, by having a Current CORP the city will be eligible for funds as stated in 3.b. Several City partners like Sheboygan County, Lakeshore Natural Recourses and Maywood Environmental Center, will be involved in the plan and investing their staff time to aid in the completion of the plan. Letters of support by these three partners have been attached to this application.

d. In 2017 WCMP matching funds were received by the City for purchase and installation of an ADA accessible canoe/kayak launch on the Sheboygan River in Kiwanis Park. This was a great partnership that allows the public an accessible way of interacting with the Sheboygan River. What better way to promote the work that has been done to clean the river and give access not only to river but also Lake Michigan and its water trail! I can report that the launch is heavily used. There is hardly a time where I'm in the park that the launch is not being used by kayakers. I stop and talk with them and they are very appreciative for having the easy to use launch.

## Attachment A

### Grant Agreement # AD219129 – 022.16

**7. Bonus objectives.** Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies (describe their roles).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

a. There are many organizations that currently work together and with the city to better many areas of the parks and open spaces in the city. A few of the most current items are:

- Restore North Point Buff – the city is working with Lakeshore Natural Resources Partnership, Fund for Lake Michigan, Sheboygan Neighborhood Associations, WisCorps and UW Extension to remove invasive species along the bluff and replant native trees, shrubs and plants.
- Sheboygan River Map – The City is working with LNRP, Camp Y-Koda, DNR, and Sheboygan River Basin Partnership on the design and production of a map for the Sheboygan River.
- Sheboygan River Restoration - Even though the initial project was completed in 2012, the many groups that are part of this still meet annually to discuss progress being made.
- Ash Tree Mitigation – The City received funds from the WDNR to write a forestry plan in 2016 and have also received money for planting new trees from The DNR, Bay Lakes Regional Planning Commission and Sheboygan Rotary group known as ROOTS, (Restoration Of Our Trees Sheboygan.)
- South Pier Restoration – The US Army Corps of Engineers is reconstructing Sheboygan’s South Pier. The project started this year and is scheduled through 2023.
- Great Lakes Water Safety – The City formed a Water Safety group in 2016 in response to three drowning’s in Lake Michigan. The City worked closely with the Chamber, Great Lakes Water Safety, Sheboygan Schools, Police, Fire, County and volunteer citizens to make the city’s lakefront safer.

The City Parks Department has many other partnerships. There are currently six annual agreements with non-profit groups using park space and three annual agreements for private use of our parks. Private use is a business agreement where the company is providing services for a fee to enhance and add usage to our parks. There are also 10 set annual celebrations in our parks used by non-profits for a fee and many others that are not annual.

b. Along with a series of public outdoor comprehensive planning workshops, the city plans to use online social engagement platforms to connect with all communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

c. A good example of a coast-wide project that will be addressed in the plan is the possibility of a hazardous water flag warning system. Partnering with the Great Lakes Water Safety has allowed the City be an active partner in improving beach safety. A universal flag warning system for all of the Great Lakes is one of the initiatives.

The plan updates need to consider the things we are learning related to current events and trends that are directly affecting our daily lives and the environment. The current impacts of the Coronavirus on the personal health of our citizens have put greater emphasis on local recreational facilities and their ability to provide people with an outlet for both physical and mental wellness. These resources both natural and recreationally planned are serving multi-generational needs at an individual, family and community level. They need to provide the space necessary for residents to be active in an open and safe environment.

Another trend of equal importance is the health of our natural areas and the protection of the waters of Lake Michigan. The CORP plan will help develop strategies to protect natural areas, habitat, and wetlands.

d. The city plans to use online social engagement platforms to connect with underrepresented communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents including the underrepresented populations and allow civic engagement opportunities in the plan development process.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL  
MANAGEMENT PROGRAM

1. *For audio productions:*

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. *For video productions:*

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. *For printed documents and work products, including web-based publications:*

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

**Geospatial Data Guidelines**

**Introduction**

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

**1. Metadata will be available explaining the data content and characteristics.**

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
  - Overview at the Federal Geographic Data Committee's home page, <http://fgdc.gov>.
  - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

**2. Data Sharing Guidelines**

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer  
Wisconsin Department of Administration  
Email: [Jim.Giglierano@wisconsin.gov](mailto:Jim.Giglierano@wisconsin.gov)  
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT PROGRAM GRANTS

**A. General Guidelines**

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

**B. Investigating Scientific Integrity or Scientific and Research Misconduct**

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**C. Findings and Corrective Actions**

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future;  
and
2. Coordinate remedial action.

**GRANT AGREEMENT  
BETWEEN THE  
  
STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM  
  
AND  
  
CITY OF SHEBOYGAN**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand Dollars (\$25,000.00)** for eligible activities herein described; and

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

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

**CITY OF SHEBOYGAN**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL  
RELATION**

**BY:** \_\_\_\_\_  
**Ryan Sorenson**

**BY:** \_\_\_\_\_  
**Dawn Vick**

**TITLE:** Mayor

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. CONTRACT ADMINISTRATION**

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **David Biebel**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

**ARTICLE 2. APPLICABLE LAW**

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

**ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

**ARTICLE 4. SCOPE OF WORK**

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period").

**ARTICLE 6. STANDARDS OF PERFORMANCE**

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

**ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

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

**ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

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

**ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

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

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).*

**ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. EXTRA WORK**

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

**ARTICLE 20. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

**ARTICLE 21. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 22. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

**ARTICLE 23. SOURCE OF FUNDS**

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA21NOS4190086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

**ARTICLE 24. VARIANCES**

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

**ARTICLE 25. LIMITATION ON COSTS**

Reimbursement by the Department shall be **50%** of the total cost or not to exceed **Twenty-Five Thousand Dollars (\$25,000.00)**. The Grantee shall provide **50%** of the total cost, or **Twenty-Five Thousand Dollars (\$25,000.00)**. See itemized budget in Attachment A.

**ARTICLE 26. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

**ARTICLE 27. ALLOWABLE COSTS**

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

**ARTICLE 28. REIMBURSEMENT OF FUNDS**

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

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

**ARTICLE 29. LIMITED USE OF PROGRAM FUNDS**

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

**ARTICLE 30. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 31. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

## ADMINISTRATIVE TERMS AND CONDITIONS

### ARTICLE 32. SINGLE AUDIT REQUIREMENT

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

#### Federal Funded Awards:

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### State Funded Awards:

**NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### **Submit To:**

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

### ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 34. PERFORMANCE REPORTS**

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 36. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 37. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 38. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 39. PATENT INFRINGEMENT**

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 40. PROGRAM INCOME**

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

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

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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## Attachment A

### Grant Agreement # AD219129 – 022.17

|   |   |
|---|---|
| <b>1. Type of Project (check one):</b>  | <input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration<br><input type="checkbox"/> Nonpoint Source Pollution Control<br><input checked="" type="checkbox"/> Coastal Resources and Community Planning<br><input type="checkbox"/> Great Lakes Education<br><input type="checkbox"/> Public Access and Historic Preservation |
| <b>2. Project Title (max. 15 words):</b> Shoreline Restoration Plan   |   |
| <b>3. Organization applying:</b><br>City of Sheboygan   | <b>5. Organization nine-digit DUNS Number:</b><br>076144153   |
| <b>4. Contact Person and Address (include full, <u>nine-digit</u> zip code):</b><br><u>David Biebel, Director, Public Works</u><br><u>2026 New Jersey Avenue</u><br><u>Sheboygan, WI 53081</u><br>Phone: <u>920-459-3366</u> Email: <u>David.Biebel@sheboyganwi.gov</u>   | <b>6. Primary County where project is located:</b><br>Sheboygan<br><b>7. Other Counties where project is located:</b><br><br><b>8. Congressional District #:</b> 6<br><b>9. State Senate District #:</b> 9<br><b>10. State Assembly District #:</b> 26  |
| <b>11. Total Project Cost:</b> \$50,000   |   |
| <b>12. WCMP Share:</b> \$25,000   | <b>14. WCMP Percent:</b> %50  |
| <b>13. Applicant Share:</b> \$25,000  | <b>15. Applicant Percent:</b> %50   |
| <b>16. <u>Brief Summary of the Project (300 word maximum). Include</u></b><br>(a) Project Description (1-2 paragraphs) and<br>(b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable).<br><u>Consider completing this portion of the application last to summarize your proposal.</u>   |   |
| <p>a. Project Description: The City of Sheboygan and its partners will develop a Shoreline Restoration Plan that establishes coastline management goals that address impaired waterfront functions. The planning process will include a shoreline condition evaluation and analysis of shoreline restoration options, following which a meaningful strategy will be established to implement restoration objectives and guide improvements to shoreline function at degraded areas along the City's Lake Michigan coastline. The Plan will look at and recommend approaches appropriate to 11 individual, pre-prioritized, high-risk impaired shoreline areas and will likely range from structural enhancements to habitat restoration and re-vegetation. Ultimately, the effort will guide how to create, restore, manage, and maintain Sheboygan's shoreline areas along Lake Michigan.</p> <p>b. Project Tasks/Deliverables:</p> <ol style="list-style-type: none"> <li>1. Coordination &amp; Outreach: A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status, as well as post the final plan.</li> <li>2. Shoreline Condition Evaluation: Conditions will be evaluated through observation and review of available relevant materials including surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos.</li> <li>3. Plan Development: The project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to the City and stakeholders. These will be summarized in the Shoreline Restoration Plan deliverable, containing options, recommendations, and potential implementation funding mechanisms, designed to protect, restore, and enhance shoreline areas at priority locations. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.</li> </ol> |   |

# Attachment A

## Grant Agreement # AD219129 – 022.17

**1. Background/context:** Concisely state the problem or issue that this proposal addresses. Include important background information.

Shorelines are a major feature in the City, providing a valuable setting for land use and recreation and performing important ecological functions. The Sheboygan shoreline ranges from sandy beaches in the southern portion to coastal bluffs in the northern portion. Erosion is a naturally occurring process, and Lake Michigan's shoreline is continually changing shape in response to it. The lake is at near-record-high levels and waves frequently attack the coastline. The Sheboygan-area Lake Michigan shoreline has already seen significant beach and bluff erosion as a result of recent powerful winter storms.

The City holds ownership and maintenance responsibility of the shoreline within the city limits. Numerous homeowners who have observed significant shoreline erosion adjacent to their lakeside residences have contacted the City over associated concerns. In response to these calls, the City Engineer, along with consulting firm engineers, conducted a preliminary reconnaissance of multiple priority sites on June 16, 2020. During the site visit they noted various erosional impacts and ultimately identified 11 high-priority locations that caused concern for infrastructure, private property, public amenities, coastal habitats, and the safety of the City's residents and visitors. These high-risk erosional areas display impacts such as shore slumping; old or worn infrastructure (armor stone, groins, and revetments that need to be repaired or replaced and stormwater outfalls that need to be relayed or covered); beaches, dunes, natural areas, and bluff vegetation that need to be re-established; and other issues.

**2. Project Description:**

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

- a. This project will develop a Shoreline Restoration Plan to guide the City of Sheboygan in addressing shoreline erosion and impaired waterfront functions caused by wave energy, gravity, wind, changing lake levels, etc. The planning project will expand on the preliminary shoreline reconnaissance conducted in June 2020, in response to City staff and resident concerns. The purpose of the plan is to:
  - Identify restoration goals and objectives;
  - Identify existing programs, plans and policies that contribute to shoreline restoration;
  - Prioritize degraded areas; and
  - Provide a strategy for implementation of the Plan.

Additionally, this document will be intended as a basis for partnership between the City of Sheboygan and its citizens, businesses, property owners, governmental entities, and non-governmental organizations. The Plan will aim to ensure conservation, protection, enhancement and proper management of natural resources and shoreline, while providing for a balanced pattern of development and the needs of the City's citizens. The following tasks are included in the planning process:

Coordination & Outreach: A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. During the meeting, the project team will explain and confirm first steps, goals, and discuss any initial known hurdles to overcome during the Shoreline Restoration Planning

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

process. City staff will identify critical aspects of the project and share their knowledge of the targeted shoreline areas. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status throughout the process, as well as post the final plan.

Shoreline Condition Evaluation: A preliminary assessment of shoreline conditions at locations throughout Sheboygan was performed on June 16, 2020. Verification of the condition of all shoreline areas to be addressed in the Plan will be required. Conditions will be evaluated through in-person observation and review of available relevant materials. These may include, but are not limited to, land surveys, bathometric surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos. If existing materials are insufficient to evaluate the current shoreline conditions, the project team will obtain the necessary information through supplemental investigation and/or analyses. Observations and materials will be reviewed and discussed with project stakeholders in great detail. This information will be used to evaluate the shoreline restoration options in the planning document.

Analyzing the Options & Long-Term Plan Development: Once existing conditions are evaluated, the project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to project stakeholders. These will be summarized in the unified management Plan designed to protect, restore, and enhance shoreline areas at each of 11 high-risk, priority locations in the City. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.

Shorelines in their natural state are evolving, changing systems with a shoreline edge that constantly moves and adjusts to seasonal shifts as well as storm events. Such movement conflicts sharply with the inherent human need for stable and fixed boundaries (such as property lines). At each of the 11 identified sites to be addressed in this project, restoration strategies are likely to vary according to land use and other factors. Structural approaches will tend to remain the solution of choice along urbanized shoreline edges, except where opportunities for set-back or managed retreat exist and, therefore, enable incorporation of natural feature components. The Plan will include preliminary engineering to stabilize dunes and enhance existing natural features in some areas. The research will contain habitat restoration plans for re-vegetation in some shoreline areas to re-establish native flora. It will also include engineering that focuses on shoreline protection to prevent further erosion from rising lake levels. Ultimately, the effort will guide how to create, restore, manage, and maintain local shoreline areas along Lake Michigan.

The Plan will help the City identify the level of protection needed to preserve and restore natural or engineered habitats on specific sites. The City and project proponents may use Plan information to prioritize the types and locations for restoration and mitigation actions. Other conservation and restoration groups or agencies could also use the identified goals, objectives, and opportunities to guide their actions.

- b. Our project approach includes the exploration of a combination of restoration projects that are designed to maximize the benefits to the damaged natural and engineered resources in Sheboygan and meet the goals and objectives of the City, the County, and our residents and visitors. This

## Attachment A

### Grant Agreement # AD219129 – 022.17

integrated approach is a key element for the sustainable restoration of our shoreline areas. Our proposed coastal management actions will consider all aspects of the City's lakefront areas, including relevant policies and municipal, ecological, and geographical boundaries, use the informed participation and cooperation of all stakeholders to assess project and community goals, and evaluate and recommend targeted actions toward achieving those goals. While this planning effort will focus on 11 specific coastal locations selected for their high-risk potential and immediate need for action, the planning exercise and conclusions and recommendations developed will be transferrable to other coastal sites, lower in priority, which would also benefit from erosional impact mitigation. Both the City and the County could use approaches identified in the plan to further their coastal hazard mitigation efforts. Over the long-term, our shoreline restoration initiative will strive to balance environmental, economic, cultural, and recreational objectives.

**3. Impact on Coastal Resources:** Address all of the issues listed below as they relate to your project.

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need.
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

| <b>Type of Project</b>                     | <b>Suggested Indicators</b>  |
|--|--|
| Wetland Protection and Habitat Restoration | <ul style="list-style-type: none"> <li>• Acres of habitat restored or protected</li> </ul>   |
| Nonpoint Source Pollution Control          | <ul style="list-style-type: none"> <li>• Reduction in tons of soil erosion/sedimentation</li> </ul>  |
| Great Lakes Education                      | <ul style="list-style-type: none"> <li>• Number of people trained</li> <li>• Projected audience</li> </ul>   |
| Coastal Resources and Community Planning   | <ul style="list-style-type: none"> <li>• Number of municipalities included in a plan</li> <li>• Land area/coastline covered by the plan</li> <li>• Type of coastal resource (e.g., habitat) protected</li> <li>• Ordinances developed</li> </ul> |
| Public Access and Historic Preservation    | <ul style="list-style-type: none"> <li>• Linear feet of coastline made accessible or acquired</li> <li>• Acres Acquired</li> </ul>   |

- a. Shorelines are a major feature in Sheboygan, providing valuable ecological, recreational, and cultural functions. For coastal communities like Sheboygan, the growing threat of large storms and rising lake levels are issues with serious implications and repercussions, already evident at the 11 lakefront locations this effort will focus on. While Lake Michigan has been at near-record-high levels, our shoreline has already seen significant beach and bluff erosion as a result of high water and recent powerful storms, causing concern for infrastructure, private property, public amenities, and coastal habitats, as well as for the safety of the City's residents and visitors. And, impacts from storm events will only be exacerbated by rising sea levels, as the deeper offshore water will allow increased wave energy to propagate onto our shoreline. These continuing threats to our City's most valuable resources need to be addressed immediately.

The Shoreline Restoration planning exercise is the first necessary step to address known coastal impacts to these lakefront areas, and will lead to deployment of shoreline mitigation measures that will restore and better protect our shoreline and adjacent resources from large storms and high-water. This project will establish management goals that promote restored shoreline function and a real and

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

meaningful strategy to implement restoration objectives, directly benefiting the City and its residents who live, work, and play along the shoreline.

- b. The coastal mitigation measures identified by the plan will ensure conservation, protection, enhancement and proper management of waterfront resources, while providing for a balanced pattern of development and the needs of City residents. The coastal improvements recommended in the plan will aim to permanently stabilize slopes and shorelines, protecting them from further erosion. In concert with sustainable structural solutions, ecological restoration will be incorporated to provide permanent and critical habitat areas.

While this planning effort will focus on 11 specific coastal locations selected for their degree of impact and immediate need to be addressed, the permanent solutions identified during the planning exercise will be transferrable to other, lower priority sites experiencing coastal erosion. Both the City and the County could use options identified in the plan to further their coastal hazard mitigation efforts for years to come.

- c. This planning project will address priorities outlined in Sheboygan County's Hazard Mitigation Plan, updated in 2014, and their draft 2020-2025 Draft Hazard Mitigation Plan. The County's Plans identify goals to collect and utilize data to identify appropriate mitigation projects and develop programs and policies designed to reduce or eliminate impacts of hazards on people and property. The following coastal hazards, that the Shoreline Restoration Plan will help address, are included in these plans:
1. Erosion of coastal bluffs, banks, beaches and near shore lake beds;
  2. Flooding from upland runoff, high lake levels and storm-induced surge;
  3. Damage to shorelines and shoreline structures from storm waves and ice shoves and dams;  
and
  4. Drownings from rip currents.

According to the Hazard Mitigation Plans, Sheboygan County is at "greatest risk" from coastal erosion and "medium risk" for coastal flooding that threatens homes and other structures along Lake Michigan. Based on this and the hazard statement frequency, the probability of coastal hazards is "very high" for Sheboygan County, and portions of the county along Lake Michigan, like the City of Sheboygan, are at greatest risk. The Hazard Mitigation Plan recognizes impacts to structures, critical facilities (all of which are in the City of Sheboygan), and the economy associated with coastal hazards, with a worst case scenario for potential dollar losses from coastal hazards in Sheboygan County of \$96.2M in private damages. This only involves damage to structures themselves, and may not account for damage to personal property inside or adjacent to vulnerable structures. Undertaking the Shoreline Restoration Plan is consistent with addressing the County's coastal hazard priorities, and will help to mitigate these threats and losses.

The project also addresses the goals of the City's Strategic Plan to improve quality of life by effectively maintaining infrastructure, natural resources, and community services in Sheboygan, as each of these are threatened at priority areas to be the focus of the Shoreline Restoration plan. In line with the Strategic Plan goals, the Shoreline Restoration exercise will evaluate areas of insufficiency and develop an action plan and improvement program that identifies and prioritizes the major projects necessary to meet community needs.

## Attachment A Grant Agreement # AD219129 – 022.17

- d. At its completion, the Shoreline Restoration Plan will provide mitigation and protection solutions for 11 sites that stretch across approximately 5.5 miles of City-owned Lake Michigan coastline. The Plan will benefit a variety of coastal resources, including public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers like Blue Harbor Resort (the largest resort on Lake Michigan), and ecologically-significant zones like coastal dunes and bluffs.

#### 4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones. **Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).**
- b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Project Schedule:

|  |                        |
|--|------------------------|
| Coordination & Outreach                  | July 2021              |
| Shoreline Condition Evaluation           | July-December 2021     |
| Options Analysis & Plan Development      | December 2021-May 2022 |
| Project Closeout (approval and adoption) | May-June 2022          |

- b. Deliverable: City of Sheboygan Shoreline Restoration Plan document focused on 11 sites across 5.5 miles of Lake Michigan coastline. The focus sites include public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers, and ecologically significant areas.
- c. A kick-off meeting will be held with City staff, engineers, adjacent landowners, and other stakeholders to align everyone on the project's goals, priorities, schedule, and preferred communication methods and frequency. Attendees will be informed of anticipated project tasks and goals, and given an opportunity to provide feedback and relevant information. The City's website will also keep residents and stakeholders engaged and updated on the project, as well as post the final plan. The Shoreline Restoration Plan will be presented at a public meeting for discussion and City approval, before formal adoption of the plan.
- d. NA; however the Shoreline Restoration Plan will include provisions for changing lake levels (one of the issues driving this planning process).

#### 5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the nearest dollar.

Table 1: Budget (Required)

| Activity (do not change categories)  | WCMP Request | Match | Total |
|--------------------------------------|--------------|-------|-------|
| Personnel (names required, if known) | \$           | \$    | \$    |

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

|  |                 |                 |                 |
|--|-----------------|-----------------|-----------------|
| Fringe Benefits <i>(provide rate and included benefits)</i>                                  |                 |                 |                 |
| Equipment  |                 |                 |                 |
| Travel   |                 |                 |                 |
| Supplies   |                 |                 |                 |
| Contractual (complete Table 2)   | \$25,000        | \$25,000        | \$50,000        |
| Construction   |                 |                 |                 |
| Other  |                 |                 |                 |
| Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i> |                 |                 |                 |
| <b>Totals</b>  | <b>\$25,000</b> | <b>\$25,000</b> | <b>\$50,000</b> |

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

| Activity – Contractual Costs   | WCMP Request    | Match           | Total           |
|--|-----------------|-----------------|-----------------|
| Personnel  | \$              | \$              | \$              |
| Fringe Benefits <i>(provide rate and included benefits)</i>                                  |                 |                 |                 |
| Equipment  |                 |                 |                 |
| Travel   |                 |                 |                 |
| Supplies   |                 |                 |                 |
| Contractual  |                 |                 |                 |
| Stakeholder / Public Involvement   | \$4,250         | \$4,250         | \$8,500         |
| Shoreline Condition Evaluation   | \$7,150         | \$7,150         | \$14,300        |
| Options Analysis & Long-Term Plan Development  | \$13,600        | \$13,600        | \$27,200        |
|  |                 |                 |                 |
| Construction   |                 |                 |                 |
| Other  |                 |                 |                 |
| Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i> |                 |                 |                 |
| <b>Totals</b>  | <b>\$25,000</b> | <b>\$25,000</b> | <b>\$50,000</b> |

**6. Budget Description**

- a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

- a. The City of Sheboygan has approved the required nonfederal \$25,000 match, in direct support of the project, via the Capital Improvements Program.
- b. Other funding programs were identified and vetted by the City and consultants, however based on the overall cost, timeline, and nature of the project, the CMP grant is the best fit for the Shoreline Restoration Plan development phase. It is expected elements recommended restoration actions identified in the plan will be eligible for other funding programs. Having a planning document

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

prepared, with the support of the Wisconsin CMP, will better leverage the City's ability to apply for and secure additional grant funding to implement shoreline restoration actions.

- c. The development of a long-term shoreline restoration strategy, goals, and execution plan will be invaluable in leveraging funding from other programs for the implementation of the restoration and protection options selected for the City's priority Lake Michigan shoreline areas. The planning document will beneficially affect the City's ability to apply for and secure additional grant funding, as it will integrate community input, relevant plans, policies and regulations, City goals, site-specific needs, and the environment into a cohesive and well-thought out roadmap to move Shoreline Restoration activities forward. Additionally, part of the Shoreline Restoration Planning process includes developing a funding strategy appropriate for the recommended actions, dramatically increasing the City's ability to leverage additional funding separate from the WCMP.
- d. No past WCMP projects are directly related to this project.

**7. Bonus objectives.** Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies (describe their roles).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

- a. The City will continue to work with the various Sheboygan County departments including Planning & Conservation, Health & Human Services, and the Bay Lake Regional Planning Commission (BLRPC) to obtain technical advice, information, and feedback during the analysis, development of mitigation and repair options. Sheboygan County and BLRPC will be given the opportunity to participate in the planning process through the kick-off meeting and other public meetings, and afforded a chance to review the final Plan document before its final approval and adoption.
- b. Adjacent landowners, city residents, and other stakeholders will be involved and kept informed of input and feedback opportunities and the project's status throughout the Shoreline Restoration Plan process. It is a goal of the City to effectively and consistently maintain communication and encourage dialogue amongst residents, stakeholders, and governmental agencies to ensure the success and sustainability of the Plan and the shoreline restoration measures it recommends. The City and its selected consultant may develop marketing, outreach and education materials, such as a 2-page graphic project summary, to distribute at targeted steps throughout the planning process, namely during project kick-off and before final approval and adoption. Not only will these materials aim to educate the community about the project, we hope we can inspire, educate, and enable people to encourage a healthy and resilient coastal community in Sheboygan. Due to the COVID-19 public health crisis, the City will utilize and make available digital distribution and participation options to interested parties. Appropriate health and safety measures will be employed during public meetings, including mask requirements, social distancing, health screenings, and others.
- c. The strategies developed in this phase will be applicable to similar situations along Wisconsin's Lake Michigan shoreline. Through organizations like BLRPC and Sheboygan County, the City can distribute our Shoreline Restoration Plan to other waterfront communities, which may encourage coast-wide projects our solutions due to efficiencies gained from using our process and plan as a template for their own efforts.

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

d. The wider the variety of worldviews and experiences that inform our Shoreline Restoration planning process, the more likely it is that the resulting plan and implementation actions will be successful and address the needs and opportunities of even our community's most vulnerable. To encourage this variety of inputs, we must provide equitable access to engagement and encourage input from as much of the community as possible. To engage underrepresented members of the Sheboygan community, the City and project partners will identify who is underrepresented, discuss what factors would encourage their participation and what barriers would prevent it, and purposefully seek the perspective, expertise, and experience of those groups. Sheboygan will work with local partners to identify and set up engagement opportunities at places likely to run into a broad section of the community and invest time connecting with member organizations working with focus populations to multiply our reach. We will provide user-friendly materials and, if appropriate, address language barriers.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL  
MANAGEMENT PROGRAM

1. *For audio productions:*

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. *For video productions:*

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. *For printed documents and work products, including web-based publications:*

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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## ATTACHMENT E

### ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

#### Geospatial Data Guidelines

##### Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

#### 1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
  - Overview at the Federal Geographic Data Committee's home page, <http://fgdc.gov>.
  - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

##### Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

##### Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

**2. Data Sharing Guidelines**

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer  
Wisconsin Department of Administration  
Email: [Jim.Giglierano@wisconsin.gov](mailto:Jim.Giglierano@wisconsin.gov)  
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT PROGRAM GRANTS

**A. General Guidelines**

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

**B. Investigating Scientific Integrity or Scientific and Research Misconduct**

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**C. Findings and Corrective Actions**

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future;  
and
2. Coordinate remedial action.

**EASEMENT**

THIS INDENTURE made this 16<sup>TH</sup> day of August, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and Torginol, Inc., "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar (\$1.00) and other valuable consideration, and the covenants hereinafter contained, hereby grants to GRANTEE, its agents, employees, and invitees, an easement for transportation purposes over the portion of GRANTOR's existing drainage easement described in Exhibit A.

In exchange for this easement, GRANTEE covenants to do the following at its expense:

1. To install and maintain (including any and all necessary cleaning and repairs), a culvert system approved by GRANTOR of sufficient size to allow GRANTOR to continue effectively managing water drainage in this location.
2. To construct any driveway placed in the easement area described in Exhibit A in accordance with the City of Sheboygan Engineering Department's required specifications.
3. To maintain any driveway placed in the easement area described in Exhibit A.
4. To promptly remove the culvert system and any driveway placed in the easement area described in Exhibit A upon termination of this easement.

The GRANTEE is also granted the associated necessary rights to carry out the covenants listed above.



8 5 6 2 7 9 5

Tx:4219808

2121072

**SHEBOYGAN COUNTY, WI**

RECORDED ON

**08/19/2021 02:09 PM**

**ELLEN R. SCHLEICHER**

**REGISTER OF DEEDS**

**RECORDING FEE: 30.00**

**TRANSFER FEE:**

**EXEMPTION #**

**Cashier ID: 3**

**PAGES: 5**

RETURN TO:

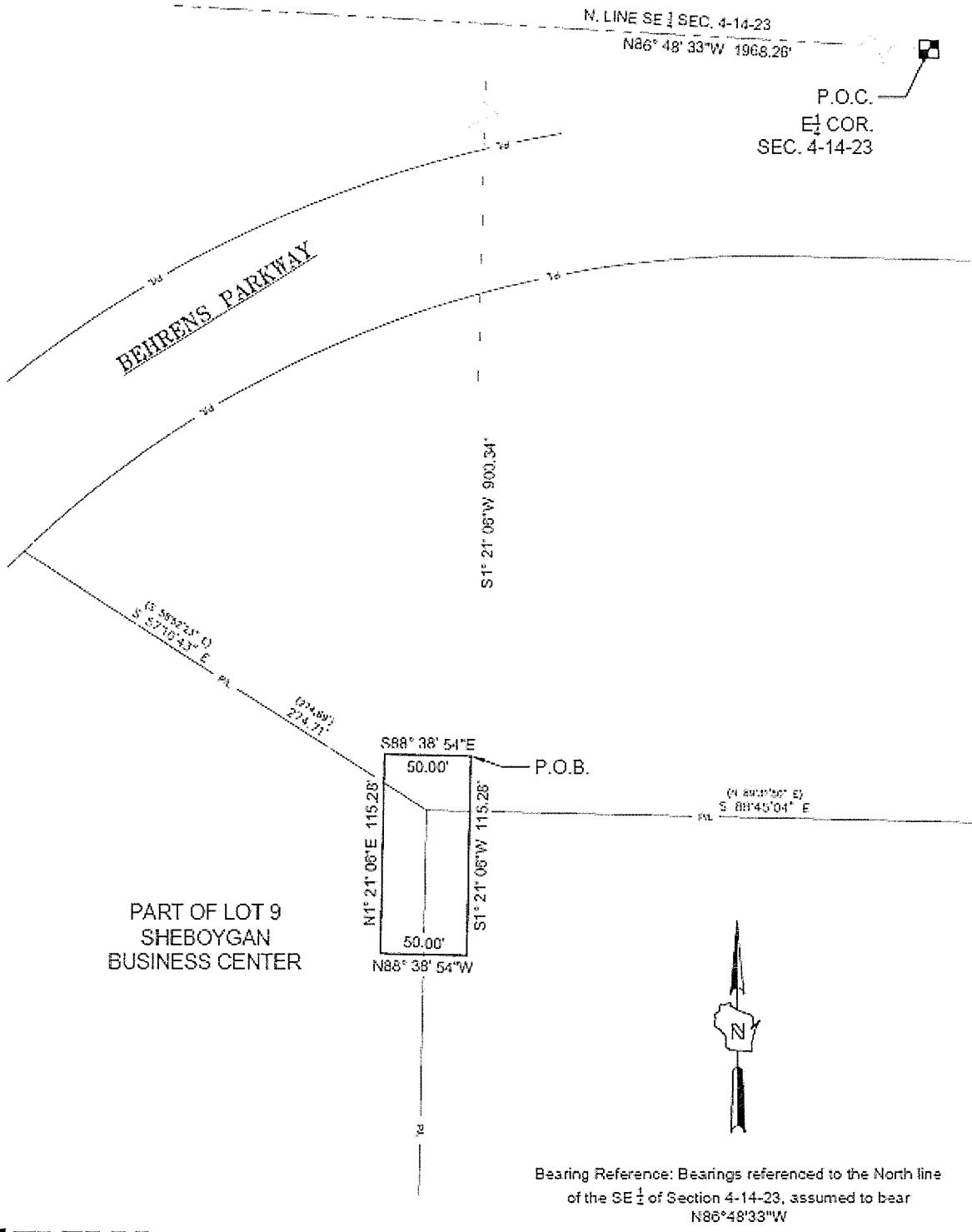
City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081

59281479081, 59281479084,  
and 59281479085  
Parcel Ident. Nos.





EXHIBIT A



Bearing Reference: Bearings referenced to the North line of the SE 1/4 of Section 4-14-23, assumed to bear  $N86^{\circ}48'33''W$

**THE SIGMA GROUP**  
 Single Source Survey Solutions  
 www.thesigmagroup.com  
 1300 West Canal Street  
 Milwaukee, WI 53233  
 Phone: 414-643-4200  
 Fax: 414-643-4210



PROJECT NUMBER 20074 DRAFTED BY BMR 6-02-2021

Exhibit \_\_\_\_\_

## LEGAL DESCRIPTION

That part of Lot 9, in Sheboygan Business Center, in the Northwest 1/4 of the Southeast 1/4 of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the East 1/4 corner of said Section 4; thence North 86°48'33" West, 1968.26 feet along the north line of said Southeast 1/4 section; thence South 1°21'06" West, 900.34 feet to the point of beginning; continue thence South 1°21'06" West, 115.28 feet; thence North 88°38'54" West, 50.00 feet; thence North 1°21'06" East, 115.28 feet; thence South 88°38'54" East, 50.00 feet to the point of beginning. Contains 5,764 square feet of land, more or less.

VIII

R. C. No. \_\_\_\_\_ - 21 - 22. By PUBLIC WORKS COMMITTEE.  
August 2, 2021.

Your Committee to whom was referred Res. No. 38-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute an Easement for Torginol, Inc. (Parcel Numbers 59281479081, 59281479084 and 59281479085); 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

Res. No. 38 - 21 - 22. By Alderpersons Dekker and Perrella.  
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute an Easement for Torginol, Inc. (Parcel Numbers 59281479081, 59281479084 and 59281479085).

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver an Easement regarding Parcel Numbers 59281479081, 59281479084, and 59281479085, a copy of which is attached hereto, to Torginol, Inc.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the City Engineer shall have the authority to approve the design of the culvert system referenced in the Easement.

*Dean Dekker*

*Gracie Perrella*

AD

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

**EASEMENT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and Torginol, Inc., "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar (\$1.00) and other valuable consideration, and the covenants hereinafter contained, hereby grants to GRANTEE, its agents, employees, and invitees, an easement for transportation purposes over the portion of GRANTOR's existing drainage easement described in Exhibit A.

In exchange for this easement, GRANTEE covenants to do the following at its expense:

1. To install and maintain (including any and all necessary cleaning and repairs), a culvert system approved by GRANTOR of sufficient size to allow GRANTOR to continue effectively managing water drainage in this location.
2. To construct any driveway placed in the easement area described in Exhibit A in accordance with the City of Sheboygan Engineering Department's required specifications.
3. To maintain any driveway placed in the easement area described in Exhibit A.
4. To promptly remove the culvert system and any driveway placed in the easement area described in Exhibit A upon termination of this easement.

The GRANTEE is also granted the associated necessary rights to carry out the covenants listed above.

RETURN TO:

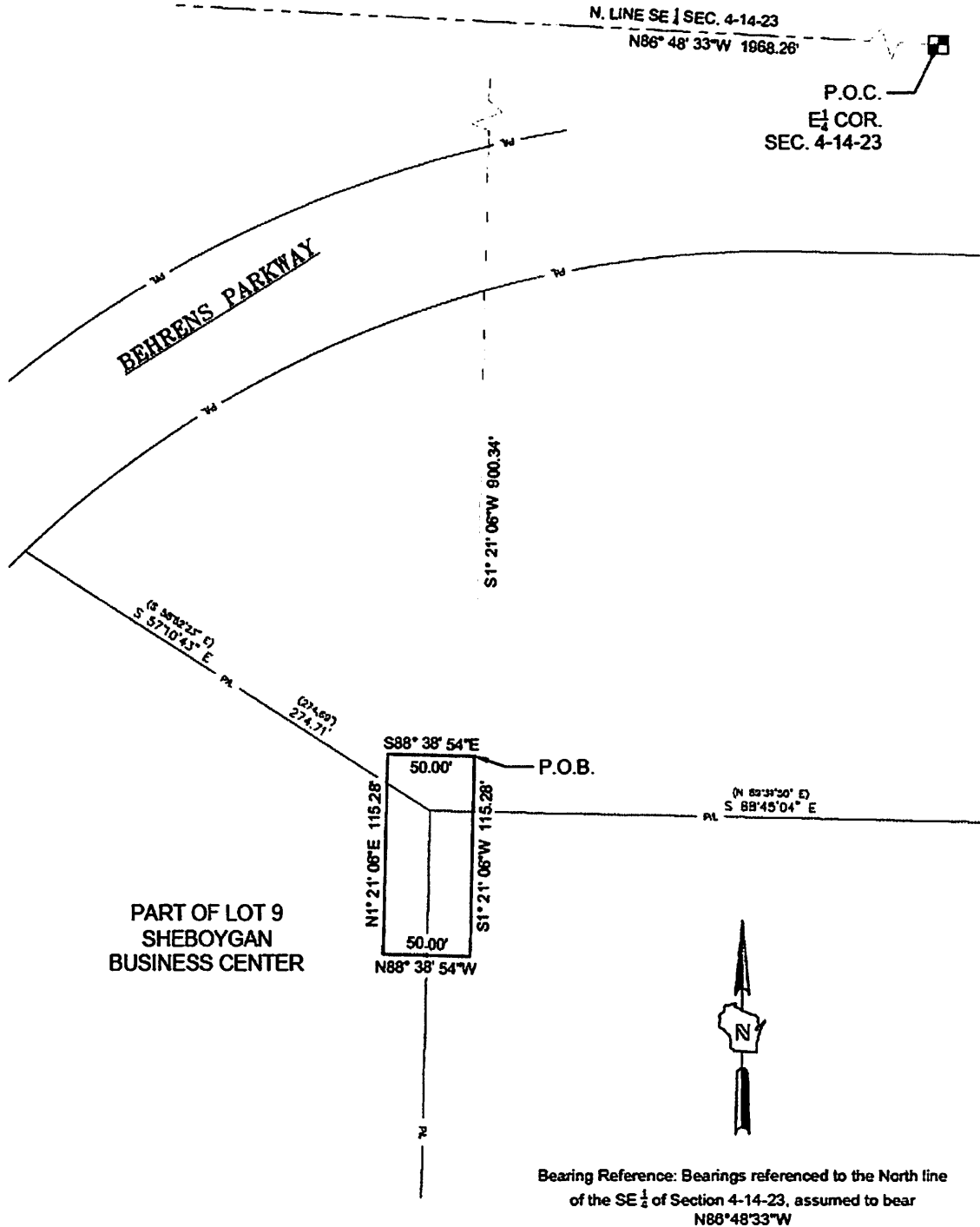
City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081

59281479081, 59281479084,  
and 59281479085  
Parcel Ident. Nos.





EXHIBIT A



**THE SIGMA GROUP**  
 Single Source Sound Solutions  
 www.thesigmagroup.com  
 1300 West Canal Street  
 Milwaukee, WI 53233  
 Phone: 414-643-4200  
 Fax: 414-643-4210



PROJECT NUMBER 20074 DRAFTED BY BMR 6-02-2021

Exhibit \_\_\_\_\_

## LEGAL DESCRIPTION

That part of Lot 9, in Sheboygan Business Center, in the Northwest 1/4 of the Southeast 1/4 of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the East 1/4 corner of said Section 4; thence North 86°48'33" West, 1968.26 feet along the north line of said Southeast 1/4 section; thence South 1°21'06" West, 900.34 feet to the point of beginning; continue thence South 1°21'06" West, 115.28 feet; thence North 88°38'54" West, 50.00 feet; thence North 1°21'06" East, 115.28 feet; thence South 88°38'54" East, 50.00 feet to the point of beginning. Contains 5,764 square feet of land, more or less.

VIII

R. C. No. \_\_\_\_\_ - 21 - 22. By PUBLIC WORKS COMMITTEE.  
August 2, 2021.

Your Committee to whom was referred Res. No. 39-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; 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

Res. No. 39 - 21 - 22. By Alderpersons Dekker and Perrella.  
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Addendum to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

RESOLVED: That the appropriate City officials are hereby authorized to enter into an Addendum with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for title research related to the design of the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$30,000, from Account No. 60134110-649200 in payment of this Addendum.

AD

Dean Dekker  
Grant 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



Project Title: SIS Rehab Access Rd/Shoreline Design

FOTH Project Number: 21S042.00

CLIENT Purchase Order#: 310090  
(If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **February 3, 2021**), (hereinafter "Addendum"), is made and entered into **3rd** day of **August, 2021** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **City of Sheboygan**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan – Department of Public Works

Address: 2026 New Jersey Avenue Sheboygan, WI 53081-4714

Phone No: 920-459-3368

Email Address: Ryan.Sazama@sheyboyganwi.gov

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:

Title research for 30 properties found to be impacted by the 30% design plans for the SIS rehab project. Title reports consist of: 20, Residential Letter Reports; 7 Commercial Letter Reports and 3 Full 100-year searches (Knight Barry fee estimated at \$4,000). Field survey to establish control for the descriptions, and Individual easement descriptions and exhibits for each of the private properties (24 properties according to the 30% design) impacted by the SIS access road/revetment.

**Schedule:** Services shall be performed according to the following schedule:

Knight Barry anticipates completion of the title reports by the end of July, 2021. Easement descriptions and exhibits anticipated to be completed by the end of August, 2021.

**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$ .00

Unit Cost/Time Charges (Standard Rates) with a total amount estimated between \$24,000 to \$30,000

Other as stated here:

**Special Conditions (if any):**

None.

**Entire Agreement:** This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: \_\_\_\_\_

Signed: 

Name (printed): \_\_\_\_\_

Name (printed): Thomas J. Ludwig, PE

Title: \_\_\_\_\_

Title: State Operations Director

Date: \_\_\_\_\_

Date: 8/3/21

Signed: 

Name (printed): Dale R. Broeckert, PE

Title: \_\_\_\_\_

Senior Project Manager

Date: \_\_\_\_\_

8/3/21

IX

R. C. No. \_\_\_\_\_ - 21 - 22. By PUBLIC WORKS COMMITTEE.  
August 2, 2021.

Your Committee to whom was referred Gen. Ord. No. 13-21-22 by Alderpersons Dekker and Perrella replacing the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street with stop signs at all four corners of the intersection of Geele Avenue and N. 15<sup>th</sup> Street; recommends adopting the Ordinance.

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

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

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

**A**

6.3

Gen. Ord. No. 13 - 21 - 22. By Alderpersons Dekker and Perrella.  
July 19, 2021.

AN ORDINANCE replacing the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street with stop signs at all four corners of the intersection of Geele Avenue and N. 15<sup>th</sup> Street.

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

Section 1. Gen. Ord. No. 125-82-83, which-among other things-authorized the installation of a traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street, is hereby repealed with respect to the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street.

Section 2. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound and westbound traffic to stop on Geele Avenue at the intersection of Geele Avenue and N. 15<sup>th</sup> Street and stop signs shall be added requiring northbound and southbound traffic to stop on N. 15<sup>th</sup> Street at the intersection of N. 15<sup>th</sup> Street and Geele Avenue.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street, and to add appropriate signs to give notification of the aforementioned change.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance-including Gen. Ord. No. 125-82-83 to the extent it conflicts with 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.

PN

Dean Dekker  
James Perrella

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

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

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

II

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY PLAN COMMISSION. August 2, 2021.

Your Commission to whom was referred Gen. Ord. No. 11-21-22 by Alderperson Dekker amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 530-532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Preservation to Class Neighborhood Mixed Use Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 27, 2021, and after due consideration, recommends adopting the Ordinance.

---

CITY PLAN COMMISSION

Lays Over

X

6.1

Gen. Ord. No. 11 - 21 - 22. By Alderperson Dekker. July 19, 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 530/532 S. 14<sup>th</sup> Street (Parcel #59281502500) from Class Neighborhood Preservation to Class Neighborhood Mixed Use 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 Neighborhood Preservation to Class Mixed Use Classification:

Property located at 530/532 S. 14<sup>th</sup> Street (Parcel #59281502500):

Section 22, Township 15 North, Range 23 East. The S 39.7' of lot 12 and the S 39.7' of the E 37' of lot 11, block 169 of the original plat of the City of Sheboygan.

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.

*Dean Dekker*  
\_\_\_\_\_

*City Plan*

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

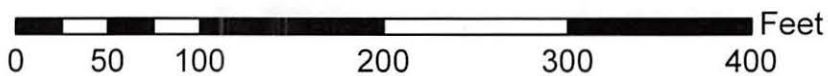
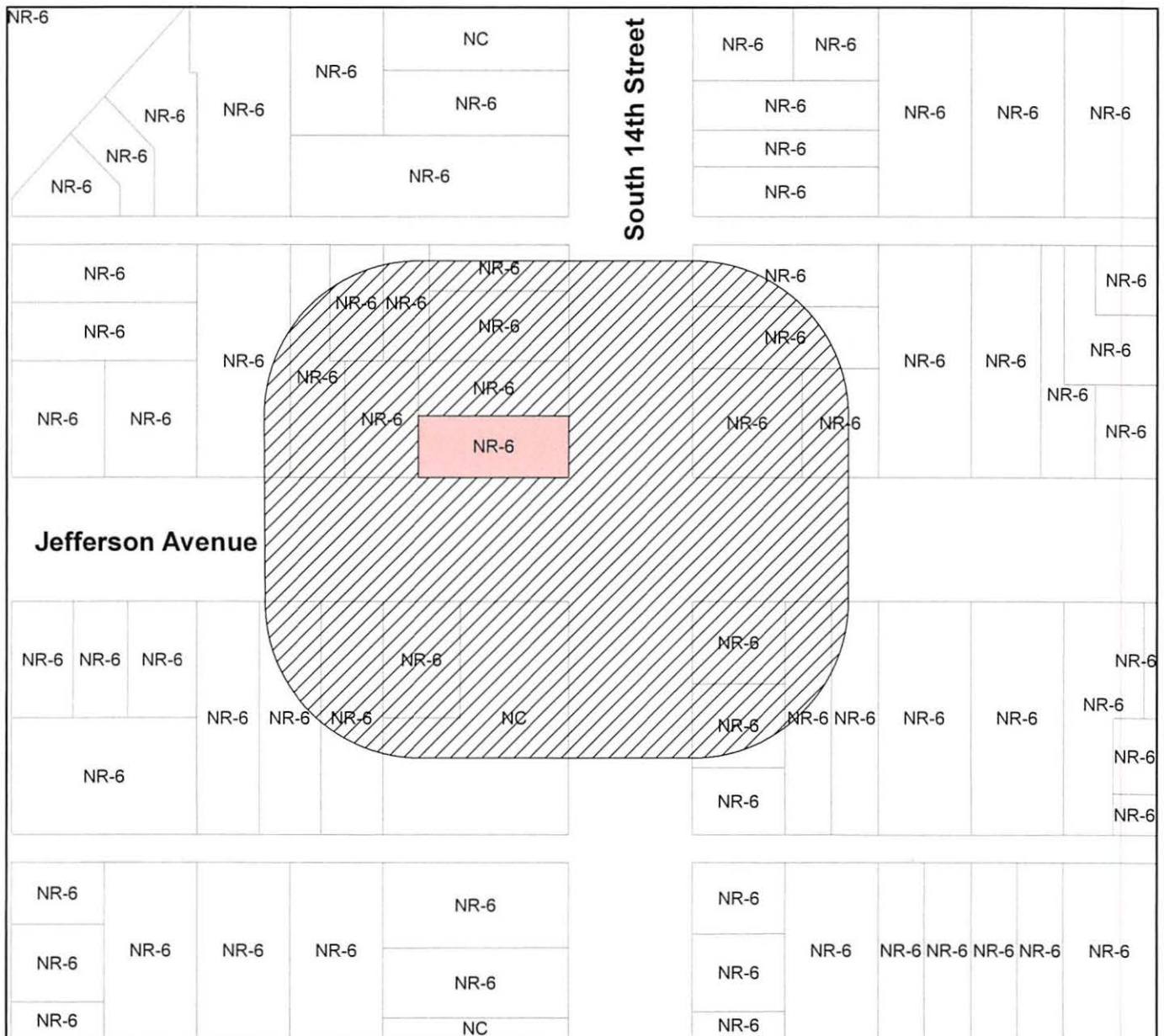
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO TO NEIGHBORHOOD MIXED USE

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE S 39.7' OF LOT 12 AND THE S 39.7'  
OF THE E 37' OF LOT 11 BLOCK 169



**II**

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY PLAN COMMISSION. August 2, 2021.

Your Commission to whom was referred R. O. No. 39-21-22 by City Clerk and Gen. Ord. No. 12-21-22 by Alderperson Dekker amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Land Use Classification of property located at 530-532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Residential (NR-6) to Class Neighborhood Commercial (NC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 27, 2021, and after due consideration, recommends adopting the Ordinance and filing the R. O.

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CITY PLAN COMMISSION

*Lays over*

~~X~~

6.2

Gen. Ord. No. 12- 21 - 22. By Alderperson Dekker. July 19, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 530/532 S. 14<sup>th</sup> Street - Parcel #59281502500 from Class Neighborhood Residential (NR-6) to Class Neighborhood Commercial (NC) 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 Neighborhood Residential (NR-6) to Class Neighborhood Commercial (NC) Classification:

Property located at 530/532 S. 14<sup>th</sup> Street - Parcel #59281502500:

Section 22, Township 15 North, Range 23 East. The S 39.7' of lot 12 and the S 39.7' of the E 37' of lot 11, block 169 of the original plat of the City of Sheboygan.

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.

Dean Dekker

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\_\_\_\_.

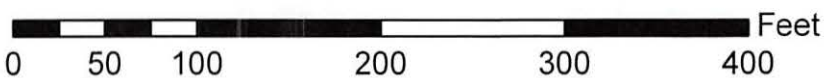
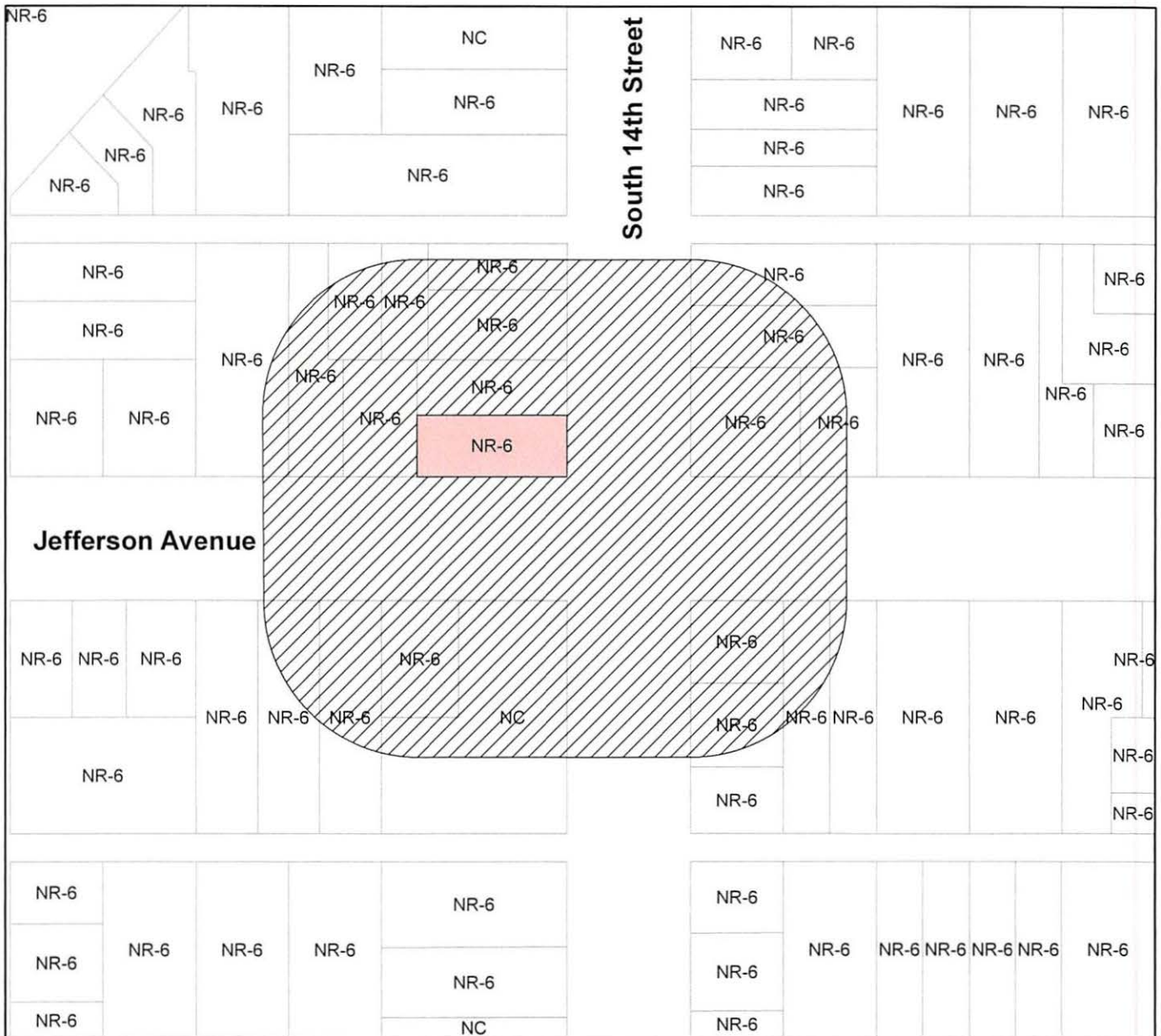
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

PROPOSED REZONE  
FROM NEIGHBORHOOD RESIDENTIAL (NR-6)  
TO NEIGHBORHOOD COMMERCIAL (NC)

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE S 39.7' OF LOT 12 AND THE S 39.7'  
OF THE E 37' OF LOT 11 BLOCK 169



II

3.1

R. O. No. 39 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting an application from Chong Kia Moua for a change in zoning classification for 530/532 S. 14<sup>th</sup> Street (Parcel #59281502500) from Class Neighborhood Residential (NR-6) to Neighborhood Commercial (NC).

---

CITY CLERK

*city plan*

|                      |                                |
|----------------------|--------------------------------|
| OFFICE USE ONLY      |                                |
| APPLICATION NO.:     |                                |
| RECEIPT NO.:         |                                |
|                      | FILE                           |
| NG FEE: \$150.00     |                                |
| FILING FEE: \$200.00 | (Payable to City of Sheboygan) |

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

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

**1. APPLICANT INFORMATION**

APPLICANT: Chong Kia Moua PHONE NO.: (920)254-4121  
ADDRESS: 3942 S 18<sup>th</sup> St E-MAIL: chongkia53@gmail.com  
OWNER OF SITE: Chong Kia Moua PHONE NO.: (920)254-4121

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 530/532 S 14<sup>th</sup> St  
LEGAL DESCRIPTION: THE S 39.7' OF LOT 12 AND THE S 39.7' OF THE E 37'  
OF LOT 11 BLOCK 169 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN

PARCEL NO. 59281502500 MAP NO. \_\_\_\_\_  
**EXISTING** ZONING DISTRICT CLASSIFICATION: Neighborhood Residential  
(NR-6)

**PROPOSED** ZONING DISTRICT CLASSIFICATION: Neighborhood Commercial  
(NC)

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

I purchased the building in 2005. I also purchased the business, a video rental and clothing store at that time with existing residential on the north side of the building. Went out of business in 2020 and have been unable to rent the space due to current zoning.

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

We want to leave residential rental on one side and be able to rent the south side for a business use. I am flexible as far as the tenant but have had interest from a Mary Kay agent, a tee shirt business and a fruit/smoothie vendor among others.

**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?

Not applicable.

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:

TYPE HERE

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

The rezoning brings consistency to the current use as it has always been a commercial building. Similar properties along 14th street are zoned neighborhood commercial.

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

The building has been used commercially since it was built. The original building owner had it built for conducting business. This rezoning would make it's usage align with its zoning designation and allow small businesses to continue here.

#### 4. CERTIFICATE

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

APPLICANT'S SIGNATURE



DATE

6.24.21

PRINT ABOVE NAME ChongKia Moua

#### 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.

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 211211

License No: 0000

Date: 07/13/2021

Received By: MMD

Received From: CHONG KIA MOUA

Memo: ZONING 530 S 14TH

Method of Payment: \$200.00 Check No. 4541

Total Received: \$200.00

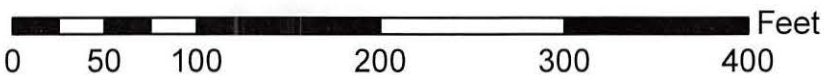
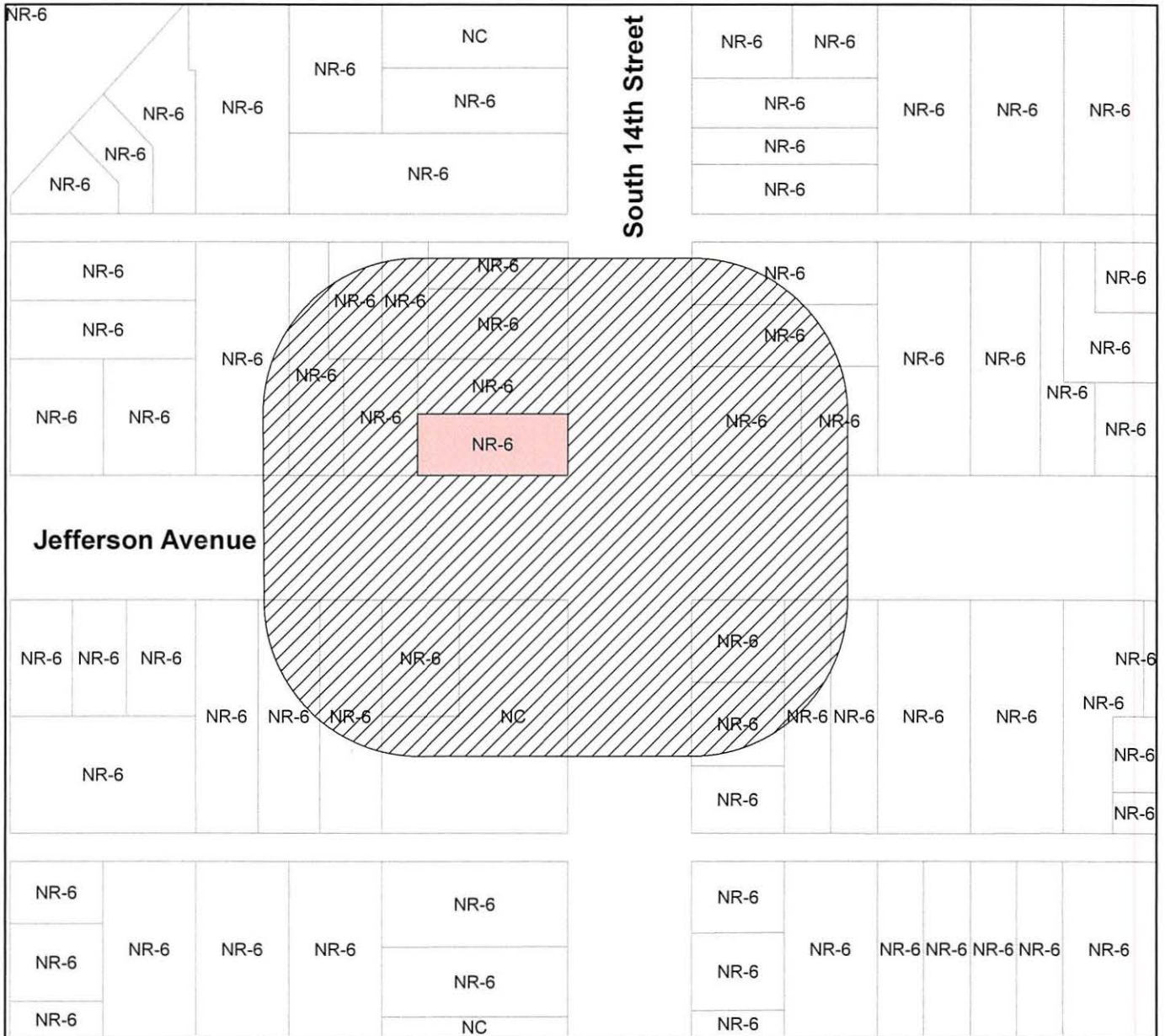
| <u>Fee Description</u> | <u>Fee</u> |
|------------------------|------------|
| Zoning Change          | 200.00     |

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

PROPOSED REZONE  
FROM NEIGHBORHOOD RESIDENTIAL (NR-6)  
TO NEIGHBORHOOD COMMERCIAL (NC)

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE S 39.7' OF LOT 12 AND THE S 39.7'  
OF THE E 37' OF LOT 11 BLOCK 169



July 12, 2021

To the City of Sheboygan Plan Commission, members of the Common Council and Mayor Sorenson:

Re: 530/532 S 14<sup>th</sup> Street rezoning request

I am writing today about the property I own at 530/532 S 14<sup>th</sup> Street here in the City of Sheboygan. When I purchased the building more than 10 years ago, I also became the owner of the business that already existed there, a shop specializing in Asian-language movie rentals and clothing. The previous owner stated that the property had always been used commercially. He had run an Oriental food market there prior to transitioning to the rental and fashion shop I bought.

The other unit, to the north, was a residential space when I purchased the property. I would like it to remain a rental. I recently applied for and received funding through the City's Upper Floor Residential Rehabilitation and Façade and Landscaping programs. Together with my own investment, this totaled more than \$30,000 in improvements to the property.

Streaming services and the internet severely limited movie rentals. When COVID entered the picture, I knew it was time to close. I am enjoying my retirement but would like to see the space used. I have had several people interested in renting the unit for their business including a smoothie shop, a nail salon, a Mary Kay beauty consultant, a shop offering sewing and alterations, and a carryout-only restaurant. But, because it is zoned Neighborhood Residential (NR-6), the status of non-conforming use has made renting the space almost impossible.

I am requesting a rezoning of the property to Neighborhood Commercial. It has long operated as a commercial space. There are currently seven properties zoned Neighborhood Commercial within a three-block radius of the property. I believe the continued use of the space for business is a good use of the space and good for the neighborhood and City.

I appreciate your consideration and am happy to answer any questions you may have.

Thank you,



Chong Kia Moua  
3942 S 18<sup>th</sup> St.  
920.254.4121  
chongkia53@gmail.com

II

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting an application from Commonwealth Development for a change in zoning classification of property located off of S. 14<sup>th</sup> Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240 from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification.

\_\_\_\_\_  
CITY CLERK



July 26, 2021

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI

Re: 1003 14<sup>th</sup> South Street Proposed Rezone

Dear Mayor Sorenson and Council Members,

Commonwealth is writing this letter to formally request an amendment to the official zoning map for the parcels currently under our control located on the corner of 14<sup>th</sup> and Illinois (Parcels: 59281506260, 59281506240, 59281506350, 59281506230). We are requesting to rezone the aforementioned parcels to Urban Residential to accommodate the development of 48 units of workforce housing. Given this site's location we believe it presents a great opportunity for a new infill development as it is one of the main entrances to the downtown corridor. The proposed development will provide revitalization to an area of the city that has been stagnant the past several years in a manner that compliments the surrounding single-family houses. We believe our architects have captured this vision through various design elements such as the pitched roof, staggered columns presenting various dimensions, and first floor townhome-style units with individual entrances and door overhangs for the units facing Illinois street. *Please see the attached rendering for further detail.*

The proposed zoning map amendment aligns with multiple core City values expressed in Section 15.005, the comprehensive plan, and the recently conducted housing study. For starters, Section 15.005 emphasizes the reduction of street congestion. Evidence across urban municipalities comparable to Sheboygan demonstrate that multi-family buildings get more people out of their cars, and into public transit, while also boosting commuting by bicycle and walking. Denser developments closer to the urban centers place more residents closer to their jobs and cut down commuting distances. On top of that, the proposed development promotes the protection of the public safety for the future tenants by encompassing smart key technology with key-fobs specific for each unit, adequate site lighting, along with 24/7 video surveillance.

In addition to section 15.005, the proposed zoning amendment aligns with the City of Sheboygan's comprehensive plan to a great degree. For instance, the promotion of infill development aligns directly with the proposal being set forth here for the 14<sup>th</sup> Street South Parcel. Additional support for this rezone is supported by the comprehensive plan's goal of spurring economic development and job creation. This development will increase the City's tax base while also providing additional workforce housing that supports both existing local employers and the attraction of future employers to Sheboygan.

Over time, growth patterns for nearly every municipality shift. This is something Commonwealth has experienced often in our 20 years of development experience. The City of Sheboygan is no different as there continues to be a shortage in the supply of affordable housing which can be supported in the affordable housing market study conducted in April of 2021. The in-depth analysis performed by MSA Professional Services indicated a population decrease over the last decade within the City of Sheboygan by 2%. However, population in the region is projected to grow and employers are anticipating continued hiring. The study suggests that population change is directly tied to change in the number of households and the size of those households, both of which are influenced by availability of desirable units within desired markets. Commonwealth is confident this population decrease is not a reflection of Sheboygan being an undesirable market, rather the lack of desirable units. Our objective with the proposed development would be to bridge this gap by providing top-tier units that are truly desirable to the workforce community in efforts of promoting continued population growth for the City of Sheboygan.

To ensure the proposed development encompasses "desirable-units" beyond construction style, Commonwealth was able to tailor our development by decreasing the overall density to incorporate 20 three-bedroom units as MSA indicated a significant shortage in Three (3) Bedroom rental units. Another priority focus identified in the study is the utilization of infill development, given the City's limited greenspace MSA suggests placing a priority on infill housing proposals across the City's neighborhood enhancement nodes such as the site located on the corner of 14<sup>th</sup> and Illinois.

The City of Sheboygan has made a superb effort in its continued residential redevelopment efforts. This project will continue to address the need for more desirable workforce housing units in the City as employment opportunities remain robust. For the variety of reasons outlined above, we believe a rezone to "Urban Residential" will achieve the highest and best use for this site and compliment the surrounding residential neighborhood.

If you require any further information, feel free to contact me via email or by telephone at (608) 556-2939.



With appreciation,  
Tyler Sheeran

|  |
|--|
| OFFICE USE ONLY  |
| APPLICATION NO.: _____                                     |
| RECEIPT NO.: _____   |
| FILING FEE: <b>\$200.00</b> (Payable to City of Sheboygan) |

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

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

**1. APPLICANT INFORMATION**

APPLICANT: **Commonwealth Development**    PHONE NO.: **(608) 556-2939**  
ADDRESS: **7447 University Ave. Middleton, WI 53562**  
E-MAIL: [t.sheeran@commonwealthco.net](mailto:t.sheeran@commonwealthco.net)

OWNER OF SITE: **Donald R. Draughon, Jr.**    PHONE NO.: **(919) 608-0790.**

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: **1003 South 14<sup>th</sup> Street**

LEGAL DESCRIPTION: NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

PARCEL NO. **592815006260 and 59281506240**    MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: **Urban Commercial (UC)**

PROPOSED ZONING DISTRICT CLASSIFICATION: **Urban Residential (UR-12)**

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: **Currently vacant**

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: **A single 3-story multi-family building consisting of 48 apartment units.**

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

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

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

Explain: **Please see attached narrative.**

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

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

**Please see attached narrative.**

#### 4. CERTIFICATE

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

  
\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

\_\_\_\_\_  
July 26, 2021

**DATE**

\_\_\_\_\_  
Tyler Sheeran

**PRINT ABOVE NAME**

#### APPLICATION SUBMITTAL REQUIREMENTS

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

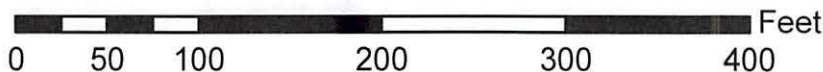
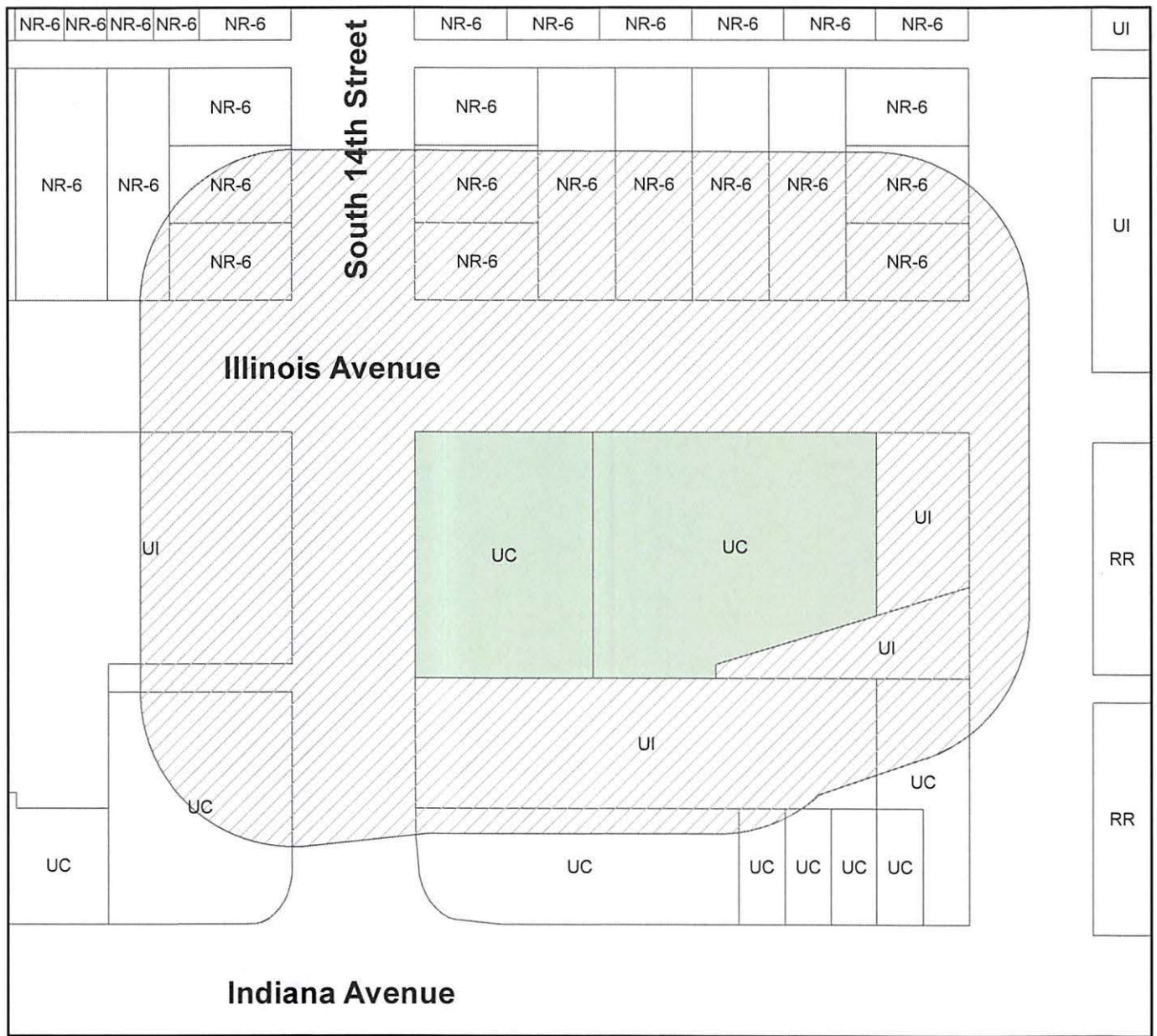
- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

# PROPOSED REZONE FROM URBAN COMMERCIAL (UC) TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND  
THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS  
AND

ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247  
EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE  
NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS





# PROPOSED APARTMENTS

14TH ST & ILLINOIS AVE  
SHEBOYGAN, WI





**Riiser Fuels, LLC**  
**709 S. 20<sup>th</sup> Ave.**  
**Wausau, WI**

July 23, 2021

Sheboygan City Hall  
828 Center Ave  
Sheboygan, WI 53081

Re: Rezone Application 1003 S. 14<sup>th</sup> St

To Whom It May Concern,

I, Donald R. Draughon, Jr., President of Riiser Fuels, LLC (seller), authorize Commonwealth Development Corporation of America (buyer) to submit a rezone application for my property located at 1003 South 14<sup>th</sup> Street, Sheboygan, WI (Parcel #s 59281506260, 59281506240, 59281506350, 59281506230)

If you require any further information, feel free to contact me via email or by telephone at (919) 608-0790.

With appreciation,

A handwritten signature in blue ink, appearing to read "DR Draughon, Jr.", with a stylized flourish at the end.

Donald R. Draughon, Jr.  
President  
Riiser Fuels, LLC

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 211265

License No: 0000

Date: 07/28/2021

Received By: MMD

Received From: COMMONWEALTH DEVELOPMENT CORP

Memo: REZONE PARCELS 59281506260 AND 15281506240

Method of Payment: \$200.00 Check No. 2594

Total Received: \$200.00

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

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

II

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting an application from Commonwealth Development for a change in zoning classification of property located off of S. 14<sup>th</sup> Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230 from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

---

CITY CLERK



July 26, 2021

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI

Re: 1003 14<sup>th</sup> South Street Proposed Rezone

Dear Mayor Sorenson and Council Members,

Commonwealth is writing this letter to formally request an amendment to the official zoning map for the parcels currently under our control located on the corner of 14<sup>th</sup> and Illinois (Parcels: 59281506260, 59281506240, 59281506350, 59281506230). We are requesting to rezone the aforementioned parcels to Urban Residential to accommodate the development of 48 units of workforce housing. Given this site's location we believe it presents a great opportunity for a new infill development as it is one of the main entrances to the downtown corridor. The proposed development will provide revitalization to an area of the city that has been stagnant the past several years in a manner that compliments the surrounding single-family houses. We believe our architects have captured this vision through various design elements such as the pitched roof, staggered columns presenting various dimensions, and first floor townhome-style units with individual entrances and door overhangs for the units facing Illinois street. *Please see the attached rendering for further detail.*

The proposed zoning map amendment aligns with multiple core City values expressed in Section 15.005, the comprehensive plan, and the recently conducted housing study. For starters, Section 15.005 emphasizes the reduction of street congestion. Evidence across urban municipalities comparable to Sheboygan demonstrate that multi-family buildings get more people out of their cars, and into public transit, while also boosting commuting by bicycle and walking. Denser developments closer to the urban centers place more residents closer to their jobs and cut down commuting distances. On top of that, the proposed development promotes the protection of the public safety for the future tenants by encompassing smart key technology with key-fobs specific for each unit, adequate site lighting, along with 24/7 video surveillance.

In addition to section 15.005, the proposed zoning amendment aligns with the City of Sheboygan's comprehensive plan to a great degree. For instance, the promotion of infill development aligns directly with the proposal being set forth here for the 14<sup>th</sup> Street South Parcel. Additional support for this rezone is supported by the comprehensive plan's goal of spurring economic development and job creation. This development will increase the City's tax base while also providing additional workforce housing that supports both existing local employers and the attraction of future employers to Sheboygan.

Over time, growth patterns for nearly every municipality shift. This is something Commonwealth has experienced often in our 20 years of development experience. The City of Sheboygan is no different as there continues to be a shortage in the supply of affordable housing which can be supported in the affordable housing market study conducted in April of 2021. The in-depth analysis performed by MSA Professional Services indicated a population decrease over the last decade within the City of Sheboygan by 2%. However, population in the region is projected to grow and employers are anticipating continued hiring. The study suggests that population change is directly tied to change in the number of households and the size of those households, both of which are influenced by availability of desirable units within desired markets. Commonwealth is confident this population decrease is not a reflection of Sheboygan being an undesirable market, rather the lack of desirable units. Our objective with the proposed development would be to bridge this gap by providing top-tier units that are truly desirable to the workforce community in efforts of promoting continued population growth for the City of Sheboygan.

To ensure the proposed development encompasses "desirable-units" beyond construction style, Commonwealth was able to tailor our development by decreasing the overall density to incorporate 20 three-bedroom units as MSA indicated a significant shortage in Three (3) Bedroom rental units. Another priority focus identified in the study is the utilization of infill development, given the City's limited greenspace MSA suggests placing a priority on infill housing proposals across the City's neighborhood enhancement nodes such as the site located on the corner of 14<sup>th</sup> and Illinois.

The City of Sheboygan has made a superb effort in its continued residential redevelopment efforts. This project will continue to address the need for more desirable workforce housing units in the City as employment opportunities remain robust. For the variety of reasons outlined above, we believe a rezone to "Urban Residential" will achieve the highest and best use for this site and compliment the surrounding residential neighborhood.

If you require any further information, feel free to contact me via email or by telephone at (608) 556-2939



With appreciation,  
Tyler Sheeran

|  |
|--|
| OFFICE USE ONLY  |
| APPLICATION NO.: _____                                     |
| RECEIPT NO.: _____   |
| FILING FEE: <b>\$200.00</b> (Payable to City of Sheboygan) |

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

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

**1. APPLICANT INFORMATION**

APPLICANT: **Commonwealth Development**      PHONE NO.: **(608) 556-2939**  
ADDRESS: **7447 University Ave. Middleton, WI 53562**  
E-MAIL: [t.sheeran@commonwealthco.net](mailto:t.sheeran@commonwealthco.net)

OWNER OF SITE: **Donald R. Draughon, Jr.**      PHONE NO.: **(919) 608-0790.**

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: **1003 South 14<sup>th</sup> Street**

LEGAL DESCRIPTION: NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT

PARCEL NO. **59281506350 and 59281506230**      MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: **Urban Industrial (UI)**

PROPOSED ZONING DISTRICT CLASSIFICATION: **Urban Residential (UR-12)**

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: **Currently vacant**

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: **A single 3-story**

multi-family building consisting of 48 apartment units.

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

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

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

Explain: **Please see attached narrative.**

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

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

**Please see attached narrative.**

#### 4. CERTIFICATE

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

  
\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

\_\_\_\_\_  
July 26, 2021  
**DATE**

\_\_\_\_\_  
Tyler Sheeran  
**PRINT ABOVE NAME**

#### APPLICATION SUBMITTAL REQUIREMENTS

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

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

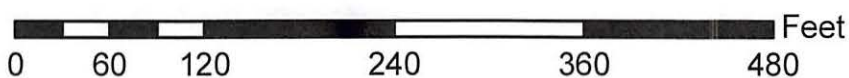
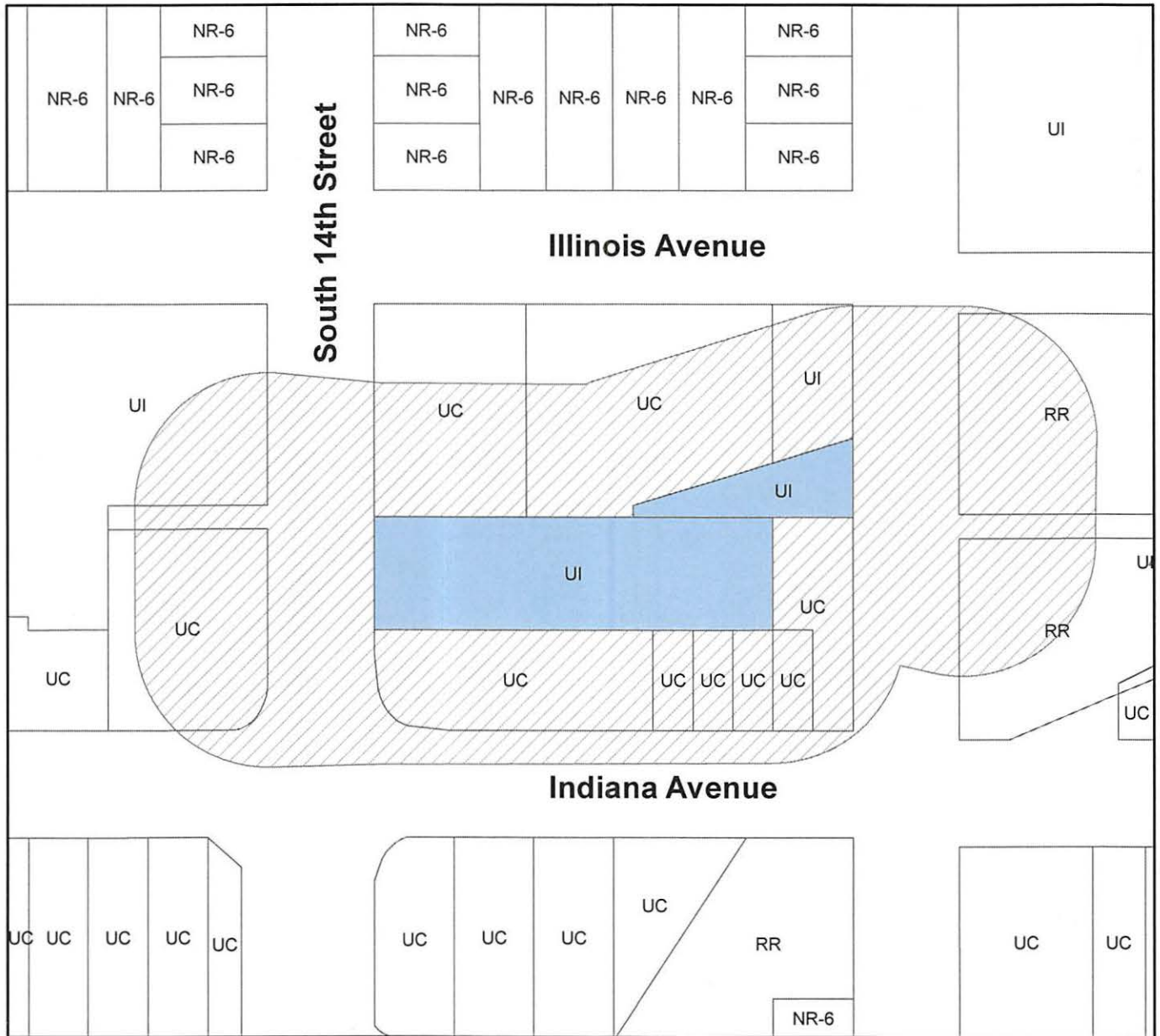
# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE  
SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

AND

ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH  
50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF  
SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND  
THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT

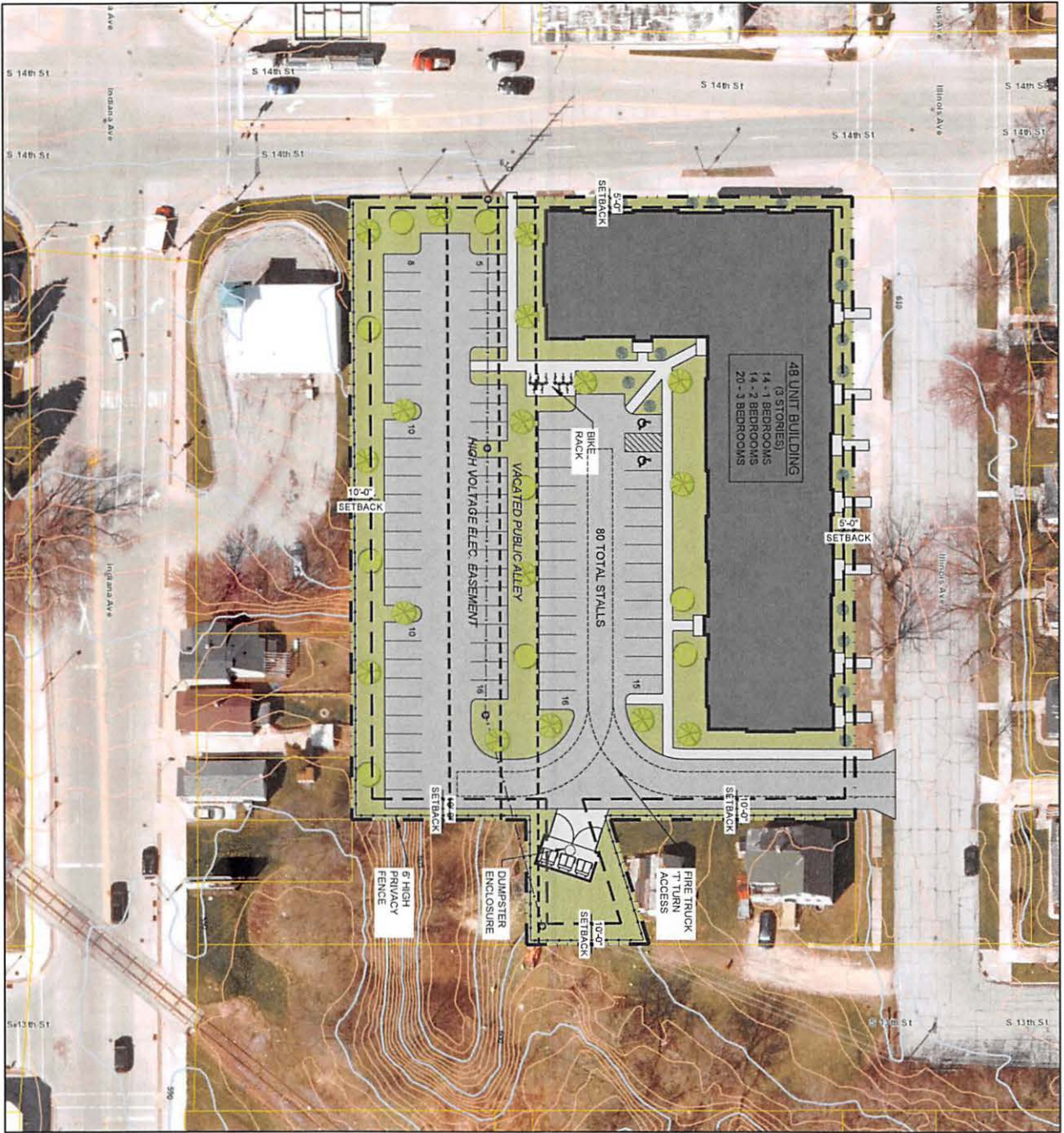




# PROPOSED APARTMENTS

14TH ST & ILLINOIS AVE  
SHEBOYGAN, WI





PRELIMINARY  
SITE PLAN  
NORTH  
SCALE 1" = 20'

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

2021 © M&A DESIGN, INC.  
JOB NUMBER  
2021.34  
SHEET  
C1.0

## PROPOSED APARTMENTS

14TH STREET & ILLINOIS AVENUE  
SHERBOYGAN, WI



COMMONWEALTH  
COMPANIES

24 S. BROOKE STREET  
FOND DU LAC, WISCONSIN 54635  
(920) 922-8170 FAX: (920) 922-8171



M&A DESIGN, INC.  
24 SOUTH BROOKE STREET  
FOND DU LAC, WISCONSIN 54637  
lpetrie@madeesign.net (920) 922-8170

PRELIMINARY  
SHEET DATES:

**Riiser Fuels, LLC**  
**709 S. 20<sup>th</sup> Ave.**  
**Wausau, WI**

July 23, 2021

Sheboygan City Hall  
828 Center Ave  
Sheboygan, WI 53081

Re: Rezone Application 1003 S. 14<sup>th</sup> St

To Whom It May Concern,

I, Donald R. Draughon, Jr., President of Riiser Fuels, LLC (seller), authorize Commonwealth Development Corporation of America (buyer) to submit a rezone application for my property located at 1003 South 14<sup>th</sup> Street, Sheboygan, WI (Parcel #s 59281506260, 59281506240, 59281506350, 59281506230)

If you require any further information, feel free to contact me via email or by telephone at (919) 608-0790.

With appreciation,



Donald R. Draughon, Jr.  
President  
Riiser Fuels, LLC

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 211266

License No: 0000

Date: 07/28/2021

Received By: MMD

Received From: COMMONWEALTH DEVELOPMENT CORP

Memo: REZONE PARCEL #S 59281506350 AND 59281506230

Method of Payment: \$200.00 Check No. 2593

Total Received: \$200.00

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

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

II

R. O. No. \_\_\_\_\_ - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a claim from Maria F. Hernandez for alleged damages to her truck when a tree fell on the top of it.

---

CITY CLERK

F+P

DATE RECEIVED JUL 19 2021

RECEIVED BY SLS

CLAIM NO. 7-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Maria F. Hernandez
2. Home address of Claimant: 2207 S. 9th St.
3. Home phone number: (210) 649-0693
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) May 28, 2021 at 5-6 AM
6. Where did damage or injury occur? (give full description) Outside Home Panel, Roof, Panel, Bedside exter RT, Cover, Tonnneau, Decal, Bed-side, Panel RT
7. How did damage or injury occur? (give full description) Storm the date of May 28 2021 tree fell on top of truck.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: OFFICER Brian Retzer
  - (b) Claimant's statement of the basis of such liability: NA
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: NA
  - (b) Claimant's statement of basis for such liability: NA

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

Panel, Roof, Panel, Bedside Outer RT, Cover, Tonneau, Decal, Bedside RT

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

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

Auto: \$ 6,669.97

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 6,669.97

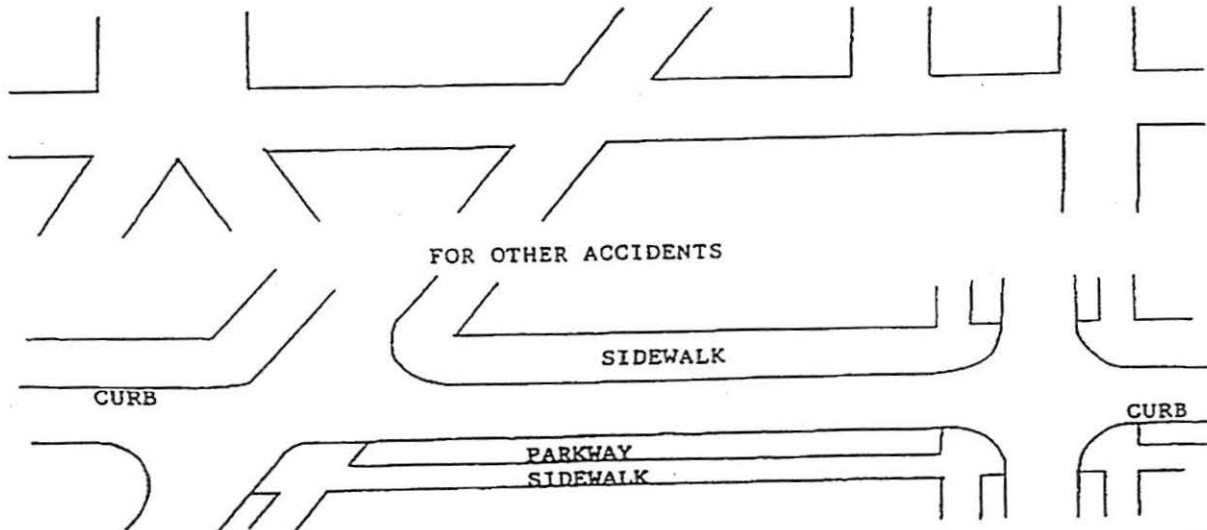
Damaged vehicle (if applicable)

Make: Dodge Model: Dakota Year: 2006 Mileage: 158,000

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

*[Handwritten Signature]*

DATE

07/19/21

DATE RECEIVED JUL 19 2021

RECEIVED BY SLS

CLAIM NO. 7-21

CLAIM

|                      |                        |                       |                    |
|----------------------|------------------------|-----------------------|--------------------|
| Claimant's Name:     | <u>Maria Hernandez</u> | Auto                  | \$ <u>6,669.97</u> |
| Claimant's Address:  | <u>2207 S 9th St</u>   | Property              | \$ _____           |
|                      | <u>Sheboygan</u>       | Personal Injury       | \$ _____           |
| Claimant's Phone No. | <u>(210) 649-0693</u>  | Other (Specify below) | \$ _____           |
|                      |                        | <b>TOTAL</b>          | \$ <u>6,669.97</u> |

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 6,669.97.

SIGNED Maria Hernandez DATE: 07/19/21

ADDRESS: 2207 South 9th St. Sheboygan WI

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

Jacoby's Auto Body  
250 S Commerce St  
Cedar Grove WI 53013 US  
(414) 870-6022

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/13/2021 09:08 AM

Owner

Owner: Roberto Fraiss

Inspection

Inspection Date: 07/13/2021 09:09 AM

Inspection Type:

Appraiser Name: Jason Jacoby  
Email: jason\_jacoby\_68@hotmail.com

Appraiser License # :

Repairer

Repairer: Jacobys Autobody LLC  
Address: Billing: 230 S 3rd St.  
Shop: 250 S commerce st.  
City State Zip: Cedar Grove, WI 53013  
Email: jason\_jacoby\_68@hotmail.com

Contact:  
Work/Day: (414)870-6022  
Work/Day:  
Work/Day:

Target Complete Date/Time:

Days To Repair: 13

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed  
8cyl Gasoline 4.7 HO  
5 Speed Automatic

Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Color: POPPY FLAME RED  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PR4

VIN: 1D7HE48J96S500217  
Mileage: 158,000  
Mileage Type: Actual  
Code: N8433A  
Int. Color: Khaki  
Int. Refinish:  
Int. Trim Code: J3

Options - AudaVIN Information Received

**AM/FM In-dash CD Changer**  
**Alpine Audio System**  
**Bed Liner**  
Center Console  
Cruise Control  
Fog Lights  
**Heavy Duty Cooling**  
Keyless Entry System  
**MP3 Decoder**  
Power Door Locks  
**Power Sunroof**  
Rear Bench Seat  
**Strg Wheel Radio Control**

Air Conditioning  
Aluminum/Alloy Wheels  
Bucket Seats  
Chrome Grille  
Dual Airbags  
**Garage Door Opener**  
Heavy Duty Suspension  
Lighted Entry System  
**Overhead Console**  
Power Drivers Seat  
Power Windows  
**Rear Window Defroster**  
Tachometer

**Alarm System**  
**Anti-Lock Brakes**  
**Camper/Towing Package**  
Chrome Step Bumper  
Floor Mats  
**Heated Power Mirrors**  
Intermittent Wipers  
**Limited Slip Differential**  
Power Brakes  
Power Steering  
Privacy Glass  
**Sirius Satellite Radio**  
**Theft Deterrent System**



**Net Total**

**\$6,015.56**

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53013 Default  
Rate Name Insurance

**Audatex Estimating 10.08.623 ES 07/13/2021 09:15 AM REL 10.08.623 DT 06/01/2021 DB 07/08/2021**  
**State Disclosure:WI**  
**© 2021 Audatex North America, Inc.**

**1.8 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

**Op Codes**

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



**Audatex**

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GEORGIA AVENUE BODY SHOP, INC.  
1819 GEORGIA AVENUE  
SHEBOYGAN, WI 53081  
PHONE: (920)458-3272 FAX: (920)458-3284

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/13/2021 12:45

**Owner**

Owner: Roberto Frics  
Address: 2207 South 5th Street  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)223-4543  
FAX:

**Inspection**

Inspection Date: 07/13/2021 12:46 PM  
Primary Impact: Right Rear Side

Inspection Type:  
Secondary Impact: Roof

Contact: James Miller

**Repairer**

Repairer: Georgia Ave Body Shop  
Address: 1819 Georgia ave  
City State Zip: Sheboygan, WI 53081  
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE  
Work/Day: (920)458-3272  
FAX: (920)458-3284  
Work/Day:

Target Complete Date/Time:

Days To Repair: 14

**Vehicle**

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed  
8cyl Gasoline 4.7 HO  
5 Speed Automatic

Lic.Plate: PH6328  
Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition: Poor  
Ext. Color: POPPY FLAME RED  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PR4

Lic State: WI  
VIN: 1D7HE48J96S500217  
Mileage: 157,345  
Mileage Type: Actual  
Code: N8433A  
Int. Color: Khaki  
Int. Refinish: Two-Stage  
Int. Trim Code: J3

**Options - AudaVIN Information Received**

**AM/FM In-dash CD Changer**  
**Alpine Audio System**  
Automatic Trans  
**Camper/Towing Package**  
Chrome Step Bumper  
Floor Mats  
**Heated Power Mirrors**  
Intermittent Wipers  
**Limited Slip Differential**  
Power Brakes

Air Conditioning  
Aluminum/Alloy Wheels  
**Bed Liner**  
Center Console  
Cruise Control  
Fog Lights  
**Heavy Duty Cooling**  
Keyless Entry System  
**MP3 Decoder**  
Power Door Locks

**Alarm System**  
**Anti-Lock Brakes**  
Bucket Seats  
Chrome Grille  
Dual Airbags  
**Garage Door Opener**  
Heavy Duty Suspension  
Lighted Entry System  
**Overhead Console**  
**Power Drivers Seat**

|                               |                                 |                              |
|-------------------------------|---------------------------------|------------------------------|
| <b>Power Steering</b>         | <b>Power Sunroof</b>            | <b>Power Windows</b>         |
| <b>Privacy Glass</b>          | <b>Rear Bench Seat</b>          | <b>Rear Window Defroster</b> |
| <b>Sirius Satellite Radio</b> | <b>Strg Wheel Radio Control</b> | <b>Tachometer</b>            |
| <b>Theft Deterrent System</b> | <b>Tilt Steering Wheel</b>      | <b>Tinted Glass</b>          |
| <b>Tow Hooks</b>              | <b>Trailer Hitch</b>            | <b>Velour/Cloth Seats</b>    |

*AudaVIN options are listed in bold-italic fonts*

**Damages**

| Line Op                   | Guide | MC  | Description               | MFR.Part No.        | Price      | ADJ% B% | Hours | R  |
|---------------------------|-------|-----|---------------------------|---------------------|------------|---------|-------|----|
| <b>Cab And Components</b> |       |     |                           |                     |            |         |       |    |
| 1                         | E     | 341 | 02 Panel,Roof             | 5174910AB           | \$1,065.00 |         | 19.8  | SM |
| 2                         | L     | 341 | Panel,Roof                | Refinish            |            |         | 4.2   | RF |
|                           |       |     |                           | 3.0 Surface         |            |         |       |    |
|                           |       |     |                           | 0.5 Edge            |            |         |       |    |
|                           |       |     |                           | 0.7 Two-stage       |            |         |       |    |
| <b>Bed</b>                |       |     |                           |                     |            |         |       |    |
| 3                         | E     | 316 | Panel,Bedside Outer RT    | 55359238AB          | \$1,245.00 |         | 13.2  | SM |
| 4                         | L     | 316 | 13 Panel,Bedside Outer RT | Refinish            |            |         | 4.6   | RF |
|                           |       |     |                           | 2.8 Surface         |            |         |       |    |
|                           |       |     |                           | 0.5 Edge            |            |         |       |    |
|                           |       |     |                           | 0.6 Two-stage setup |            |         |       |    |
|                           |       |     |                           | 0.7 Two-stage       |            |         |       |    |
| 5                         | E     | 428 | 02 Cover,Tonneau          | 82208695            | \$747.00   |         | 0.2   | SM |
| <b>Manual Entries</b>     |       |     |                           |                     |            |         |       |    |
| 6                         | N     | M30 | Collision Repair Material | Additional Labor    | \$150.00*  |         |       | SM |
| 7                         | N     | M60 | Hazardous Waste Removal   | Additional Labor    | \$5.25*    |         |       | SM |
| 8                         | N     |     | CAR COVER VAN OR TRUCK    | Additional Labor    | \$30.00*   |         | 2.0*  | SM |
|                           |       |     | >> MULTIPLE TIMES         |                     |            |         |       |    |
| 8                         | Items |     |                           |                     |            |         |       |    |

| MC | Message   |
|----|---|
| 02 | PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO. |
| 13 | INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE    |

**Estimate Total & Entries**

|                         |                                |
|-------------------------|--------------------------------|
| OEM Parts               | \$3,057.00                     |
| Other Parts             | \$185.25                       |
| Paint & Materials       | 8.8 Hours @ \$40.00 = \$352.00 |
| Parts & Material Total  | \$3,594.25                     |
| Tax on Parts & Material | @ 5.500% = \$197.68            |

| Labor               | Rate    | Replace Hrs | Repair Hrs | Total Hrs  |            |
|---------------------|---------|-------------|------------|------------|------------|
| Sheet Metal (SM)    | \$62.00 | 33.2        | 2.0        | 35.2       | \$2,182.40 |
| Mech/Elec (ME)      | \$78.00 |             |            |            |            |
| Frame (FR)          | \$75.00 |             |            |            |            |
| Refinish (RF)       | \$62.00 | 8.8         |            | 8.8        | \$545.60   |
| <b>Labor Total</b>  |         |             |            | 44.0 Hours | \$2,728.00 |
| <b>Tax on Labor</b> |         | @ 5.500%    |            |            | \$150.04   |
| <b>Gross Total</b>  |         |             |            |            | \$6,669.97 |
| <b>Net Total</b>    |         |             |            |            | \$6,669.97 |

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 07/13/2021 12:48 PM REL 8.0.911 Update 5 DT 06/01/2021 DB 07/08/2021

State Disclosure:WI

© 2021 Audatex North America, Inc.

**2.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

**Op Codes**

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



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III

Res. No. \_\_\_\_\_ - 21 - 22. By Alderpersons Felde and Filicky-Peneski.  
August 2, 2021.

A RESOLUTION authorizing the appropriate City officials to execute all necessary documents to enroll the City in the Apple Developer Program, in support of the City's implementation of MyCivic.

WHEREAS, the City previously entered into an Agreement with Tyler Technologies for MyCivic, a software platform which is intended to promote civic engagement; and

WHEREAS, as part of the Agreement with Tyler Technologies, Tyler Technologies will develop an iPhone application for the City; and

WHEREAS, finalizing the implementation of the MyCivic software platform cannot be completed until the City enrolls in the Apple Developer Program; and

WHEREAS, as such, it is appropriate to suspend the rules and pass this Resolution without referral to committee.

NOW, THEREFORE, BE IT RESOLVED: That the IT Director or the IT Director's designee may execute all documents necessary to enroll in the Apple Developer Program which have been reviewed by the City Attorney's Office.

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

*As per  
Adopt*

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.  
August 2, 2021.

A RESOLUTION authorizing a transfer in the 2021 budget related to donations received in support of the Sheboygan Police Department's K-9 program.

WHEREAS, in the past, some of the donations received in support of the Sheboygan Police Department's K-9 program 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 K-9 program; and

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

WHEREAS, the K-9 Officer Special Revenue Fund is set up as a multi-year fund in which monies remain in the Fund and rollover each year until spent.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$28,230.10 from the General Fund Contingency Account (Account No. 10199020-810103) to the K-9 Officer Special Revenue Fund (Account No. 29121102-467101).

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

FHP  
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.  
August 2, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a Master Subscription Agreement with Granicus, LLC.

WHEREAS, short term rentals (such as through sites like Airbnb and VRBO) are subject to the City's Room Tax Ordinance; and

WHEREAS, although short term rentals have increased during the pandemic, the City has not collected the full amount of room tax revenue from short term rentals, because identifying addresses associated with short term rentals is cumbersome for City staff given its current resources; and

WHEREAS, Granicus, LLC ("Granicus") offers a software product called Host Compliance, which scans more than 60 short term rental sites to obtain addresses where short term rentals are occurring; and

WHEREAS, the expectation is that the use of Host Compliance will result in greater compliance with the City's Room Tax Ordinance and, therefore, greater room tax revenue for the City and Visit Sheboygan.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a Master Subscription Agreement with Granicus in substantially similar form to that attached.

BE IT FURTHER RESOLVED: That in light of the second paragraph of the Master Subscription Agreement, in which Granicus reserves the right to make changes to the Master Subscription Agreement at its sole discretion, the City Attorney or the City Attorney's designee may consent to changes to the Master Subscription Agreement on behalf of the City.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$12,496.30, from Account No. 26054100-521900 (Tourism - Contracted Services) for payment of the first year of the software subscriptions identified in Exhibit A of the Master Subscription Agreement.

FAP

BE IT FURTHER RESOLVED: That, for the avoidance of doubt, City staff may - to the extent funds are available - consent to the renewal of the software subscriptions identified in Exhibit A of the Master Subscription Agreement or add software subscriptions to the Master Subscription Agreement, and may draw funds for payment of the resulting invoices.

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

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

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



## Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made and entered into as of the latter date of the signatures below ( the “Effective Date”) by and between Sheboygan WI (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**

**2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.
- 3. Use of Granicus Products and Services and Proprietary Rights**
- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”).
- 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
- 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.
- 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
- 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

### 3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

- 3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
- 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

### 3.3. Restrictions. Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
  - 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
  - 3.3.4. Client must not use the Services as a door or signpost to another server.
  - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
  - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
  - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
  - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
  - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
  - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

#### 4. Payment

- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. **Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

## 5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## 6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## 8. Limitation of Liability

**8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER NON-DIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES), HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## 9. Indemnification

**9.1. Indemnification by Granicus.** Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## 10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

| Granicus        |   | Sheboygan WI    |  |
|-----------------|---|-----------------|--|
| <b>ATTN:</b>    | Contracts   | <b>ATTN:</b>    |  |
| <b>Address:</b> | 408 St. Peter Street<br>Suite 600<br>Saint Paul, MN 55102 | <b>Address:</b> |  |
| <b>Phone:</b>   | (651) 757-4154  | <b>Phone:</b>   |  |
| <b>Email:</b>   | contracts@granicus.com                                    | <b>Email:</b>   |  |

- 10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, MN.
- 10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 10.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

**10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client’s use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

**Granicus**

**Sheboygan WI**

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** \_\_\_\_\_  
(Print or Type Name of Signatory)

**Name:** \_\_\_\_\_  
(Print or Type Name of Signatory)

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Execution Date)

**Date:** \_\_\_\_\_  
(Execution Date)

Attachment(s): Exhibit A (Proposal)



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Exhibit A  
Prepared for  
**Sheboygan WI**

## Exhibit A

### ORDER DETAILS

**Prepared By:** Kester Bonsu  
**Phone:**  
**Email:** kester.bonsu@granicus.com  
**Order #:** Q-142754  
**Prepared On:** 06/30/2021  
**Expires On:** 07/30/2021

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees  |                   |               |               |
|--|-------------------|---------------|---------------|
| Solution   | Billing Frequency | Quantity/Unit | One-Time Fee  |
| Address Identification - Setup and Configuration           | Up Front          | 1 Each        | \$0.00        |
| Address Identification - Online Training                   | Up Front          | 1 Each        | \$0.00        |
| Mobile Permitting & Registration - Setup and Configuration | Up Front          | 1 Each        | \$0.00        |
| Mobile Permitting & Registration - Online Training         | Up Front          | 1 Each        | \$0.00        |
| <b>SUBTOTAL:</b>   |                   |               | <b>\$0.00</b> |

| New Subscription Fees            |                   |                     |                    |
|----------------------------------|-------------------|---------------------|--------------------|
| Solution                         | Billing Frequency | Quantity/Unit       | Annual Fee         |
| Address Identification           | Annual            | 302 Rental Listings | \$7,746.30         |
| Mobile Permitting & Registration | Annual            | 1 Each              | \$4,750.00         |
| <b>SUBTOTAL:</b>                 |                   |                     | <b>\$12,496.30</b> |

**FUTURE YEAR PRICING**

| Solution(s)                      | Period of Performance |                    |
|----------------------------------|-----------------------|--------------------|
|                                  | Year 2                | Year 3             |
| Address Identification           | \$7,746.30            | \$7,746.30         |
| Mobile Permitting & Registration | \$4,750.00            | \$4,750.00         |
| <b>SUBTOTAL:</b>                 | <b>\$12,496.30</b>    | <b>\$12,496.30</b> |

## PRODUCT DESCRIPTIONS

| Solution   | Description   |
|--|---|
| Address Identification                                     | Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul> |
| Mobile Permitting & Registration                           | Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation <ul style="list-style-type: none"> <li>- E-Signatures</li> <li>- ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> <li>- Registration Number &amp; Certificate creation</li> <li>- Document Upload</li> <li>- Renewals</li> <li>- Email confirmation</li> <li>- Admin approval &amp; denial</li> </ul>   |
| Address Identification - Setup and Configuration           | Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.<br><br><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>   |
| Address Identification - Online Training                   | Virtual training session with a Granicus professional services trainer.   |
| Mobile Permitting & Registration - Setup and Configuration | Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation  |
| Mobile Permitting & Registration - Online Training         | Virtual training session with a Granicus professional services trainer.   |

III

Res. No. \_\_\_\_\_ - 21 - 22. By Alderpersons Dekker and Perrella.  
August 2, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

LEASE AGREEMENT

BETWEEN:

**City of Sheboygan**

("CITY")

**Ellwood H. May Environmental Park Association of Sheboygan County, Inc.**

("MPA")

AND

**Sheboygan Area School District (SASD)**

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

### Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

### Term

5. The term of the Lease commences at 8:00 a.m. on September 7, 2021 and ends at 3:00 p.m. on June 9, 2022.

### Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,111.11 per month (the "Rent").

7. SASD will pay half of the Rent by check on or before the 1<sup>st</sup> of each and every month of the term of this Lease, beginning September 1. No payment shall be required for the month of June. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

### Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

### Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

### Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

### Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

## Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

## Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

## Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

## Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

## Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

## Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

## Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

## Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

## Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
  - a. Name: Sheboygan Area School District
  - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
  - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
  - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
  - c. Phone: 920/459-3906

## General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this \_\_\_ day of April, 2021.

**City of Sheboygan**

\_\_\_\_\_  
Ryan Sorenson, Mayor

\_\_\_\_\_  
Meredith De Bruin, City Clerk

**Ellwood H. May Environmental Park Assoc.**

\_\_\_\_\_  
Samantha Lammers, Director

**Sheboygan Area School District**

\_\_\_\_\_  
Seth Harvatine, Superintendent

III

Res. No. \_\_\_\_\_ - 21 - 22. By Alderpersons Dekker, Felde, and Mitchell.  
August 2, 2021.

A RESOLUTION authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2022, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. §§ 85.20 and 85.205, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the United States Department of Transportation (Federal Transit Administration) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under 49 U.S.C. 5307, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the Wisconsin Department of Transportation to aid in financing of operating assistance projects for calendar year 2022.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute the contract pertaining to the City of Sheboygan's application for 2022 operating assistance grants under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. §§ 85.20 and 85.205.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation (Federal Transit Administration) effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

transit

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation (Federal Transit Administration) may require in connection with the application for the program projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation (Federal Transit Administration) and/or the Wisconsin Department of Transportation for aid in the financing of the operating assistance program projects.

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

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 FINANCE AND PERSONNEL COMMITTEE. August 2, 2021.

Your Committee to whom was referred Res. No. 33-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Administrator to approve payment of bills and invoices related to the City's health insurance plan; 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. 33 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
July 19, 2021.

A RESOLUTION authorizing the City Administrator to approve payment of bills and invoices related to the City's health insurance plan.

WHEREAS, on an annual basis, the Common Council of the City of Sheboygan approves the health insurance plan for City employees and other covered individuals ("City Insured") for the next calendar year; and

WHEREAS, pursuant to that approved health insurance plan, the City will, from time to time, receive bills or invoices related to the health care of City Insured; and

WHEREAS, these bills and invoices can exceed \$50,000; and

WHEREAS, it is in the best interest of the City that these bills and invoices be processed and, assuming the bill or invoice is proper, paid promptly.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator or his or her designee is authorized to review and pay bills and invoices related to the City's health insurance plan without prior approval of the Finance and Personnel Committee or Common Council, to the extent funds have been previously appropriated, even when such bills and invoices - individually or collectively - exceed \$50,000.

BE IT FURTHER RESOLVED: That the City Administrator shall report any payments made pursuant to this Resolution to the Finance and Personnel Committee on at least a quarterly basis.

FAP

  
\_\_\_\_\_  
R. 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



SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (this "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between DOUBLE K, INC. dba HOMETOWN TROLLEY ("H-T") and the City of Sheboygan, Wisconsin ("Buyer"). H-T and Buyer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Supply of Products. Subject to the terms set forth herein, Buyer shall purchase from H-T, and H-T shall manufacture and sell to Buyer, the product(s) identified on Exhibit A hereto (individually, a "Product" and collectively, the "Products"). The pricing and payment terms for the Product(s) shall be as set forth on Exhibit A hereto.

2. Terms and Conditions. The purchase and sale of the Product shall also be subject to, and be governed by, the Terms and Conditions of Sale attached to this Agreement as Exhibit B.

3. Miscellaneous. This Agreement, which includes the Preamble above and the Exhibits hereto, all of which are incorporated herein by reference, constitutes the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements, correspondence, discussions, negotiations and understandings of the Parties regarding such subject matter are merged herein, made a part hereof, and superseded hereby. No amendment, waiver, or modification of this Agreement will be valid unless made in writing and signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. Neither this Agreement nor sales hereunder shall be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is set forth in a writing signed by both Parties. Neither Party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void and of no force or effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument. Signatures for the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DOUBLE K, INC. /HOMETOWN MFG.

By Kristina Pence-Dunow  
Print Name Kristina Pence-Dunow  
Title President/ CEO  
Date 3.26.21

By Ryan Sorenson  
Print Name Ryan Sorenson  
Title Mayor  
Date 8/4/21



Exhibit A

Product(s); Pricing and Payment Terms

Product(s): 2021 Villager Model VIN#

Pricing: \$157,000

Payment Terms: See Exhibit B hereto.



Exhibit B

Terms and Conditions of Sale

1. **Controlling Terms.** This Agreement governs the sale of Products by H-T to Buyer. H-T expressly objects to and rejects any new or different terms or conditions that may be provided by Buyer or contained in any of Buyer's purchasing documents, including but not limited to Buyer's purchase orders, confirmations or other documents. Any conditions, negotiations, or understandings which are not contained in this Agreement shall have no force or effect unless made in writing and signed by an authorized H-T representative. H-T's offer to sell the Products is expressly limited to the terms of this Agreement, and Buyer acknowledges and agrees that Buyer has made an unqualified acceptance of the terms of this Agreement.

2. **Pricing.** The pricing for the Product(s) sold hereunder is set forth in Exhibit A hereto. All pricing is stated in, and shall be payable in, U.S. Dollars (\$). Buyer shall be responsible for payment of any sales, use or other taxes now or hereafter imposed by any federal, state or local taxing authority upon or with respect to the sale, purchase, shipment, receipt or use of the Product(s).

3. **Payment Terms.** Payment terms are as follows: Purchase price due within 30 days of acceptance of delivery of the Product. Buyer agrees to pay a late payment charge of 1-1/2% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on H-T's demand. Buyer may not set off amounts due to H-T against claims it may have against H-T.

4. **Title.** Title to and risk of loss of Products sold hereunder shall pass to Buyer upon delivery of such Products at the Delivery Point (as defined in Section 5 below).

5. **Delivery; Orders.**

(a) Generally. Delivery shall be to Buyer's location at 608 S. Commerce Street, Sheboygan, Wisconsin 53081 (such delivery location being referred to herein as the "Delivery Point").

(b) Delivery Date. Any delivery date given by H-T is based on prompt receipt of all necessary information regarding the order and subject to availability of the Products items ordered. H-T shall use reasonable efforts to meet such delivery dates, but does not guarantee that it will meet such dates (unless a firm delivery date is specifically agreed in writing by the Parties in connection with a particular order). The failure by H-T to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind, and the time for delivery shall not be of the essence.

6. **Claims Process; RGAs.** Any Products subject to return, for any reason, must first have a Returned Products

Authorization ("RGAs") number issued by H-T. Authorized returns will be accepted by H-T only on a freight prepaid basis. If H-T elects to pre-pay for freight, H-T may elect to take a credit against Buyer's account or be reimbursed by Buyer. If an RGA request is approved, Buyer may return Products for a credit only and such credit will be issued on the following terms: Only stock items are returnable and must be in the original carton or wrapping, undamaged and with no missing parts; Buyer will be required to pay a handling charge, plus any refurbishing charges, in connection with the return of any item, unless the item was shipped in error by H-T or is the subject of a valid warranty claim (in which case such handling and refurbishing charges will not apply); all returns must be shipped to H-T (or such other location as may be designated by H-T from time to time), on a freight prepaid basis; and the RGA number must be clearly marked on the outside of the item being returned and on the packing list. If Buyer does not follow this return policy, H-T may refuse to receive the returned items or may ship them back to Buyer at Buyer's expense. All warranty returns are also subject to the terms of H-T's Limited Warranty (as defined in Section 7 below).

7. **Limited Warranty.** Sales of a Product are subject to H-T's limited warranty, as in effect at the time of the sale (the "Limited Warranty"). H-T reserves the right to modify the Limited Warranty from time to time in its discretion. Buyer may contact H-T's Customer Service Department for a copy of H-T's Limited Warranty. H-T may also make its Limited Warranty available on its website at [www.hometownrolley.com](http://www.hometownrolley.com).

8. **No Other Warranties; Limitation of Damages.** H-T'S LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCTS, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. THE REMEDIES DESCRIBED IN H-T'S LIMITED WARRANTY ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL H-T BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, H-T'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS AGREEMENT SHALL BE LIMITED TO THE MONIES PAID TO H-T FOR THAT DEFECTIVE PRODUCT.

**VIII**

R. C. No. \_\_\_\_\_ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. August 2, 2021.

Your Committee to whom was referred Res. No. 34-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Supply Agreement with Hometown Trolley for the purchase of a new trolley and authorizing a budget adjustment and appropriation in the 2021 budget regarding the purchase of the trolley; 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

4.6

Res. No. 34 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Supply Agreement with Hometown Trolley for the purchase of a new trolley, and authorizing a budget adjustment and appropriation in the 2021 budget regarding the purchase of the trolley.

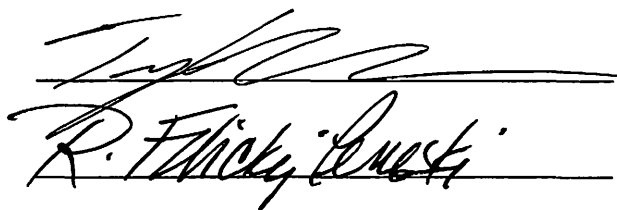
RESOLVED: That the Mayor is authorized to execute the Supply Agreement with Hometown Trolley in substantially similar form to that attached.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Transit Capital Outlay - Vehicles (Account No. 65193020-641100) by \$157,000.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the Transit Fund's Unreserved Retained Earnings.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the trolley purchase in the amount of \$157,000 from Account No. 65193020-641100.

FAP  
2/3

  
\_\_\_\_\_  
R. 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



SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (this "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between DOUBLE K, INC. dba HOMETOWN TROLLEY ("H-T") and the City of Sheboygan, Wisconsin ("Buyer"). H-T and Buyer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Supply of Products. Subject to the terms set forth herein, Buyer shall purchase from H-T, and H-T shall manufacture and sell to Buyer, the product(s) identified on Exhibit A hereto (individually, a "Product" and collectively, the "Products"). The pricing and payment terms for the Product(s) shall be as set forth on Exhibit A hereto.

2. Terms and Conditions. The purchase and sale of the Product shall also be subject to, and be governed by, the Terms and Conditions of Sale attached to this Agreement as Exhibit B.

3. Miscellaneous. This Agreement, which includes the Preamble above and the Exhibits hereto, all of which are incorporated herein by reference, constitutes the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements, correspondence, discussions, negotiations and understandings of the Parties regarding such subject matter are merged herein, made a part hereof, and superseded hereby. No amendment, waiver, or modification of this Agreement will be valid unless made in writing and signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. Neither this Agreement nor sales hereunder shall be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is set forth in a writing signed by both Parties. Neither Party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void and of no force or effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument. Signatures for the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DOUBLE K, INC. /HOMETOWN MFG.

By Kristina Pence-Dunow  
Print Name Kristina Pence-Dunow  
Title President/ CEO  
Date 3.26.21

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



Exhibit A

Product(s): Pricing and Payment Terms

Product(s): 2021 Villager Model VIN#

Pricing: \$157,000

Payment Terms: See Exhibit B hereto.



Exhibit B

Terms and Conditions of Sale

1. **Controlling Terms.** This Agreement governs the sale of Products by H-T to Buyer. H-T expressly objects to and rejects any new or different terms or conditions that may be provided by Buyer or contained in any of Buyer's purchasing documents, including but not limited to Buyer's purchase orders, confirmations or other documents. Any conditions, negotiations, or understandings which are not contained in this Agreement shall have no force or effect unless made in writing and signed by an authorized H-T representative. H-T's offer to sell the Products is expressly limited to the terms of this Agreement, and Buyer acknowledges and agrees that Buyer has made an unqualified acceptance of the terms of this Agreement.

2. **Pricing.** The pricing for the Product(s) sold hereunder is set forth in Exhibit A hereto. All pricing is stated in, and shall be payable in, U.S. Dollars (\$). Buyer shall be responsible for payment of any sales, use or other taxes now or hereafter imposed by any federal, state or local taxing authority upon or with respect to the sale, purchase, shipment, receipt or use of the Product(s).

3. **Payment Terms.** Payment terms are as follows: Purchase price due within 30 days of acceptance of delivery of the Product. Buyer agrees to pay a late payment charge of 1-1/2% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on H-T's demand. Buyer may not set off amounts due to H-T against claims it may have against H-T.

4. **Title.** Title to and risk of loss of Products sold hereunder shall pass to Buyer upon delivery of such Products at the Delivery Point (as defined in Section 5 below).

5. **Delivery; Orders.**

(a) **Generally.** Delivery shall be to Buyer's location at 608 S. Commerce Street, Sheboygan, Wisconsin 53081 (such delivery location being referred to herein as the "Delivery Point").

(b) **Delivery Date.** Any delivery date given by H-T is based on prompt receipt of all necessary information regarding the order and subject to availability of the Products items ordered. H-T shall use reasonable efforts to meet such delivery dates, but does not guarantee that it will meet such dates (unless a firm delivery date is specifically agreed in writing by the Parties in connection with a particular order). The failure by H-T to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind, and the time for delivery shall not be of the essence.

6. **Claims Process; RGAs.** Any Products subject to return, for any reason, must first have a Returned Products

Authorization ("RGA") number issued by H-T. Authorized returns will be accepted by H-T only on a freight prepaid basis. If H-T elects to pre-pay for freight, H-T may elect to take a credit against Buyer's account or be reimbursed by Buyer. If an RGA request is approved, Buyer may return Products for a credit only and such credit will be issued on the following terms: Only stock items are returnable and must be in the original carton or wrapping, undamaged and with no missing parts; Buyer will be required to pay a handling charge, plus any refurbishing charges, in connection with the return of any item, unless the item was shipped in error by H-T or is the subject of a valid warranty claim (in which case such handling and refurbishing charges will not apply); all returns must be shipped to H-T (or such other location as may be designated by H-T from time to time), on a freight prepaid basis; and the RGA number must be clearly marked on the outside of the item being returned and on the packing list. If Buyer does not follow this return policy, H-T may refuse to receive the returned items or may ship them back to Buyer at Buyer's expense. All warranty returns are also subject to the terms of H-T's Limited Warranty (as defined in Section 7 below).

7. **Limited Warranty.** Sales of a Product are subject to H-T's limited warranty, as in effect at the time of the sale (the "Limited Warranty"). H-T reserves the right to modify the Limited Warranty from time to time in its discretion. Buyer may contact H-T's Customer Service Department for a copy of H-T's Limited Warranty. H-T may also make its Limited Warranty available on its website at [www.hometowntrolley.com](http://www.hometowntrolley.com).

8. **No Other Warranties; Limitation of Damages.** H-T'S LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCTS, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. THE REMEDIES DESCRIBED IN H-T'S LIMITED WARRANTY ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL H-T BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, H-T'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS AGREEMENT SHALL BE LIMITED TO THE MONIES PAID TO H-T FOR THAT DEFECTIVE PRODUCT.

VIII

R. C. No. \_\_\_\_\_ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. August 2, 2021.

Your Committee to whom was referred Res. No. 35-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget adjustment and appropriation in the 2021 budget for the Tyler Technologies Development (Munis) Chart of Accounts Redesign; 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

4.7

Res. No. 35 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
July 19, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget for the Tyler Technologies Development (Munis) Chart of Accounts Redesign.

WHEREAS, when the 2021 Budget was approved, the Chart of Accounts Redesign was unanticipated; and

WHEREAS, the existing Chart of Accounts which is currently 1,081 Organizational Codes, referred to as ORGS (Cost Centers), and 6,143 Object Codes, referred to as OBJECTS (Account Numbers), is very cumbersome to manage; and

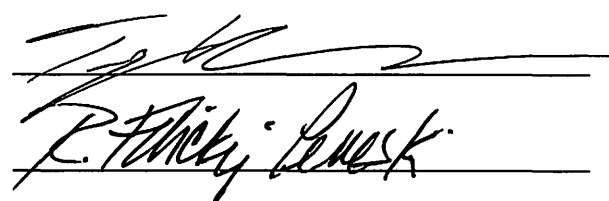
WHEREAS, a systematic review of municipalities with similar-sized budgets to the City of Sheboygan revealed that a more standard number of ORGS is 60; and

WHEREAS, the Chart of Accounts Redesign project, which has a cost of \$40,000, would streamline internal operations, supporting the Strategic Plan S.T.A.I.R.S. Core Values and the Focus Area of Governing and Fiscal Management.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for IT Fund - IT Department - Software Maintenance (Account No. 70717100-523122) by \$40,000.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation shall come from the General Fund Contingency Reserve (10199021-810103).

FAP  
(2/3 vote)

  
\_\_\_\_\_  
R. 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

**A**

Gen. Ord. No. \_\_\_\_\_ - 21 - 22. By Alderperson Perrella. August 2, 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 off of S. 14<sup>th</sup> Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 from Class Central Mixed Use to Class Multi-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 Central Mixed Use to Class Multi-family Residential Classification:

Property located off of S. 14<sup>th</sup> Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS.

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

\_\_\_\_\_

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

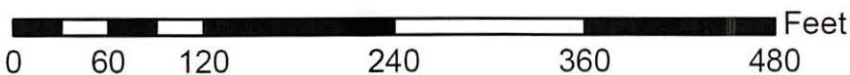
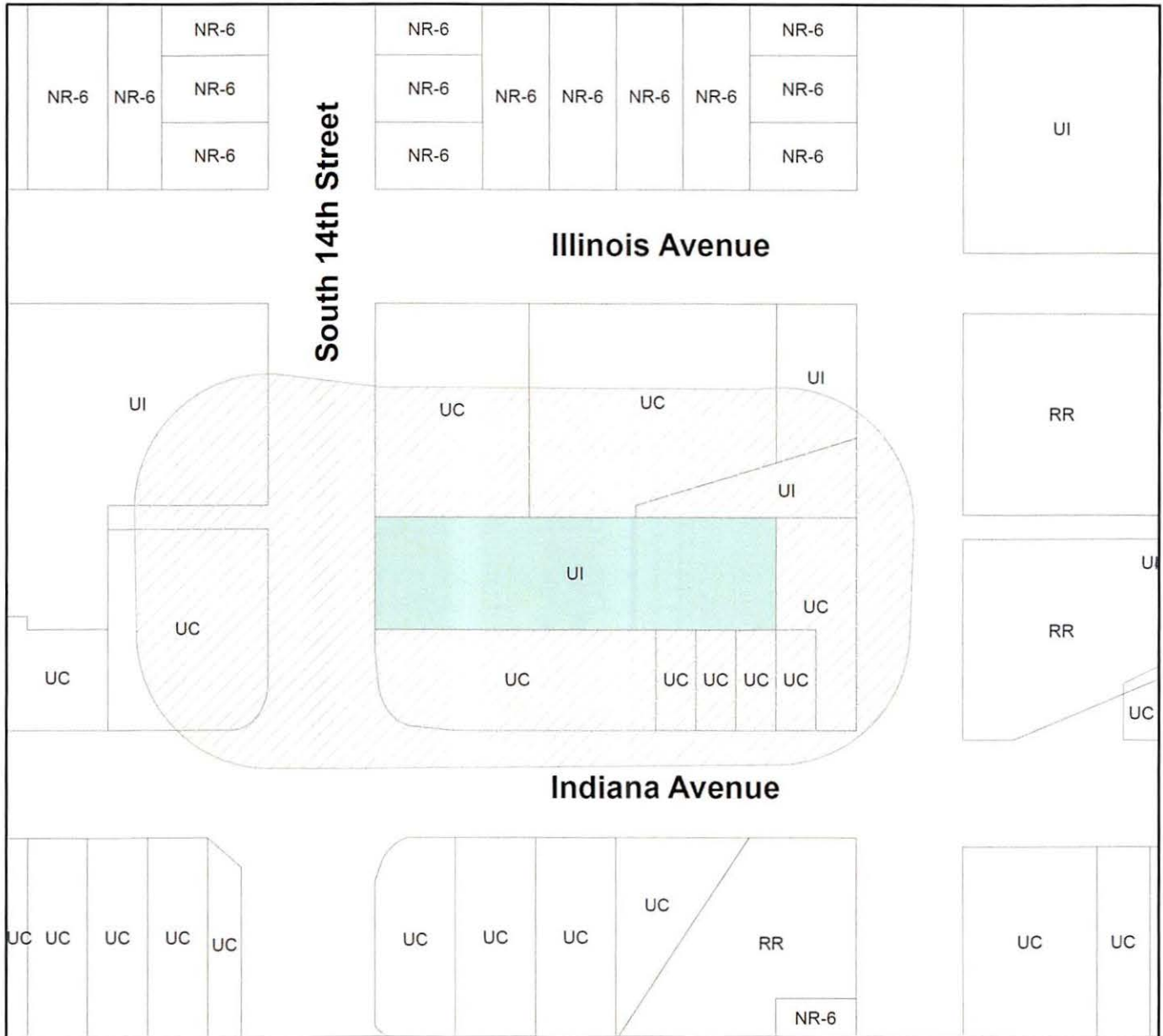
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

PROPOSED COMPREHENSIVE PLAN AMENDMENT  
FROM CENTRAL MIXED USE  
TO MULTI-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE  
SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS



~~X~~

Gen. Ord. No. \_\_\_\_\_ - 21 - 22. By Alderperson Perrella. August 2, 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 off of the corner of S. 14<sup>th</sup> Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230 from Class Neighborhood Preservation to Class Multi-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 Neighborhood Preservation to Class Multi-family Residential Classification:

Property located off of the corner of S. 14<sup>th</sup> Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

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

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

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

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

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO MULTI-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

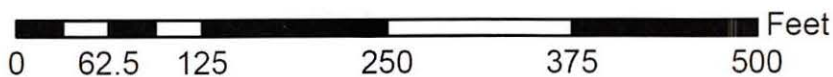
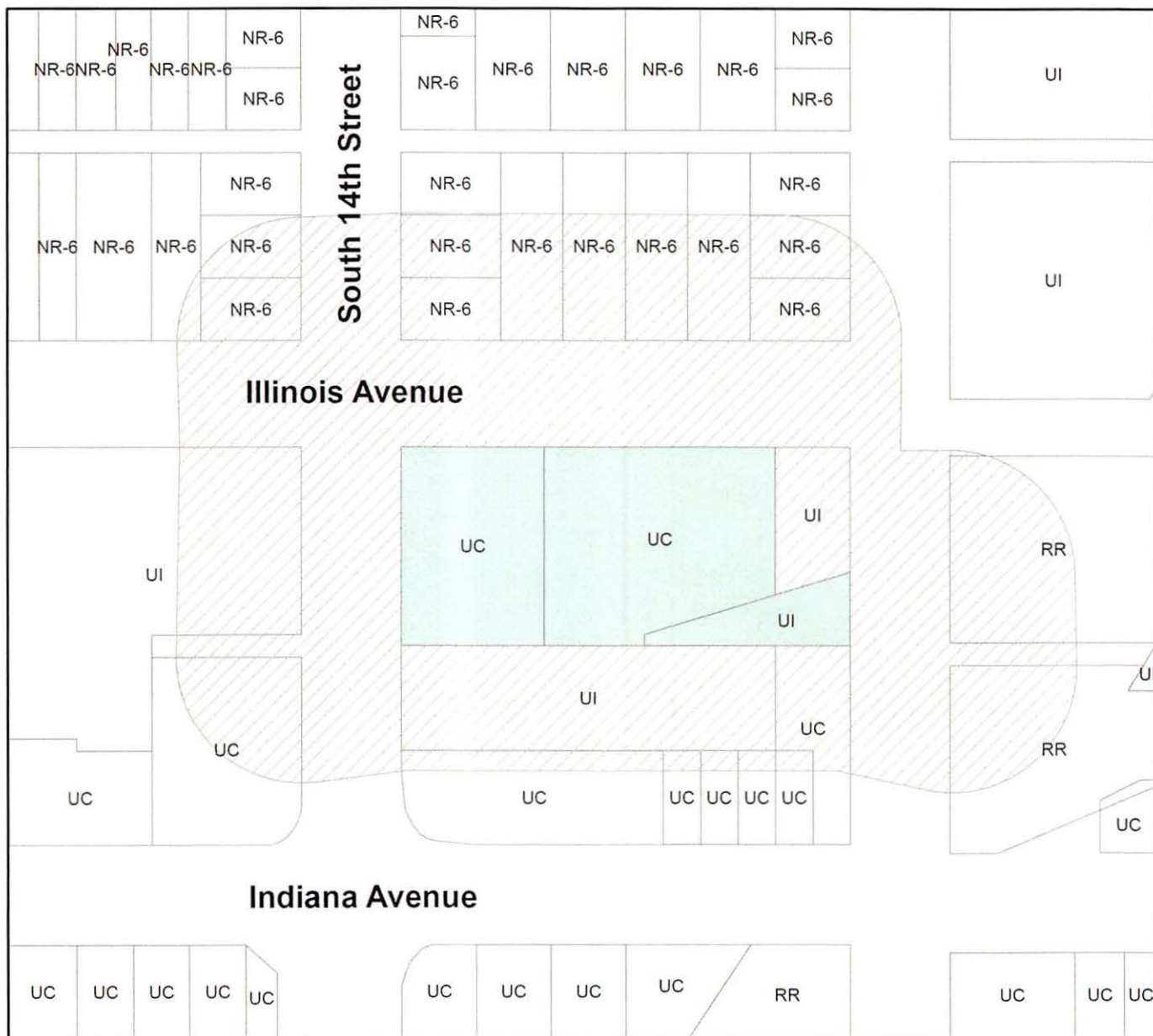
ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF  
VACATED E/W ALLEY ADJOINING TO SAID LOTS

AND

ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF  
LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

AND

ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE  
SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID  
LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY  
ADJOINING TO SAID LOT



**A**

Gen. Ord. No.        - 21 - 22. By Alderperson Perrella. August 2, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14<sup>th</sup> Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240 from Class Urban Commercial (UC) to Class Urban Residential (UR-12) 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 Urban Commercial (UC) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14<sup>th</sup> Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

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

\_\_\_\_\_

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

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

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

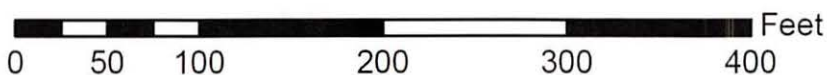
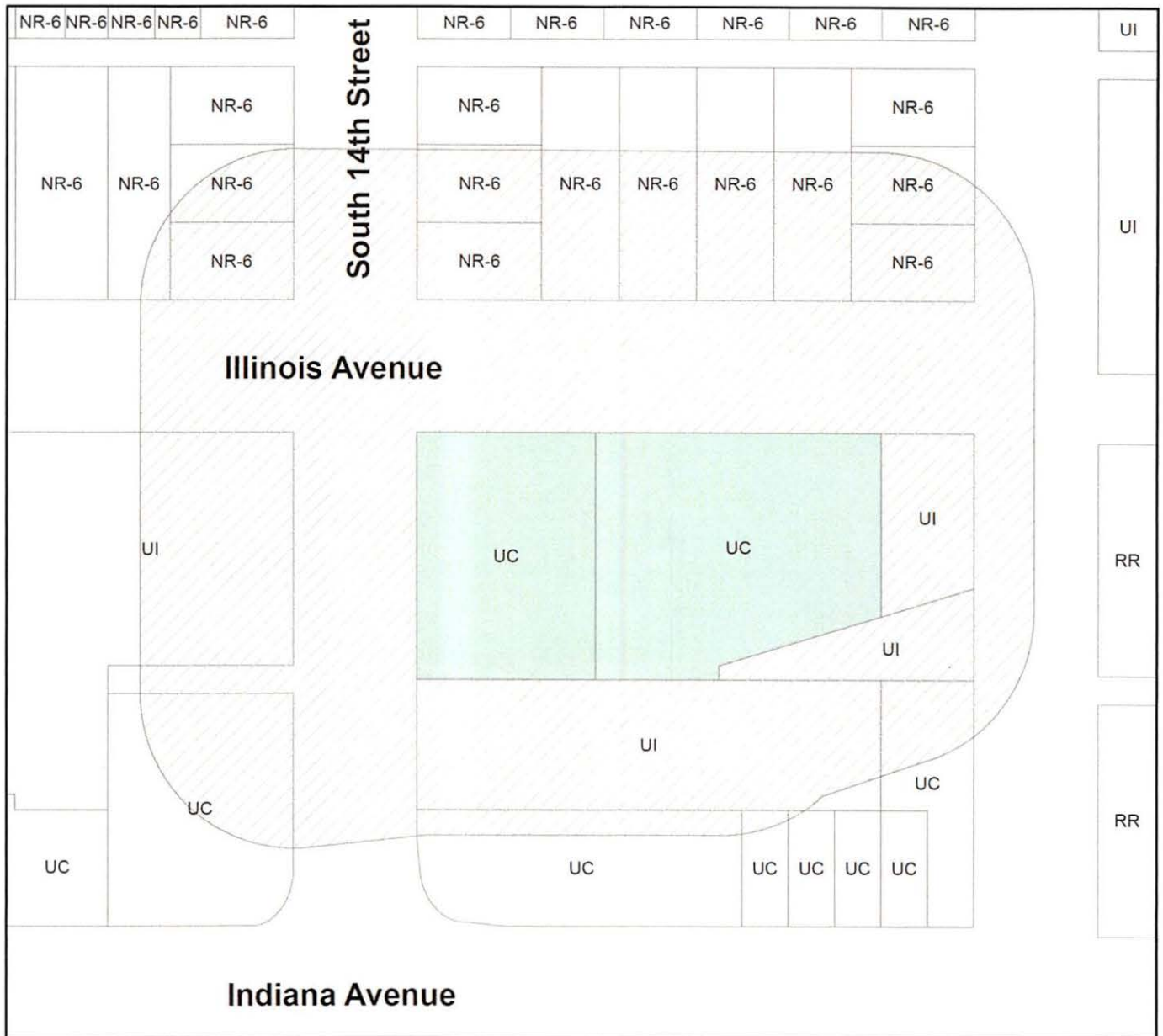
# PROPOSED REZONE FROM URBAN COMMERCIAL (UC) TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND  
THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

AND

ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247  
EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE  
NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS



IX

Gen. Ord. No.      - 21 - 22. By Alderperson Perrella. August 2, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14<sup>th</sup> Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230 from Class Urban Industrial (UI) to Class Urban Residential (UR-12) 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 Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14<sup>th</sup> Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

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

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

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

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

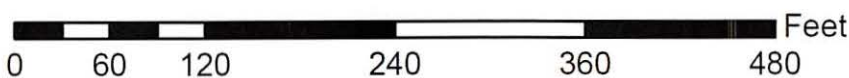
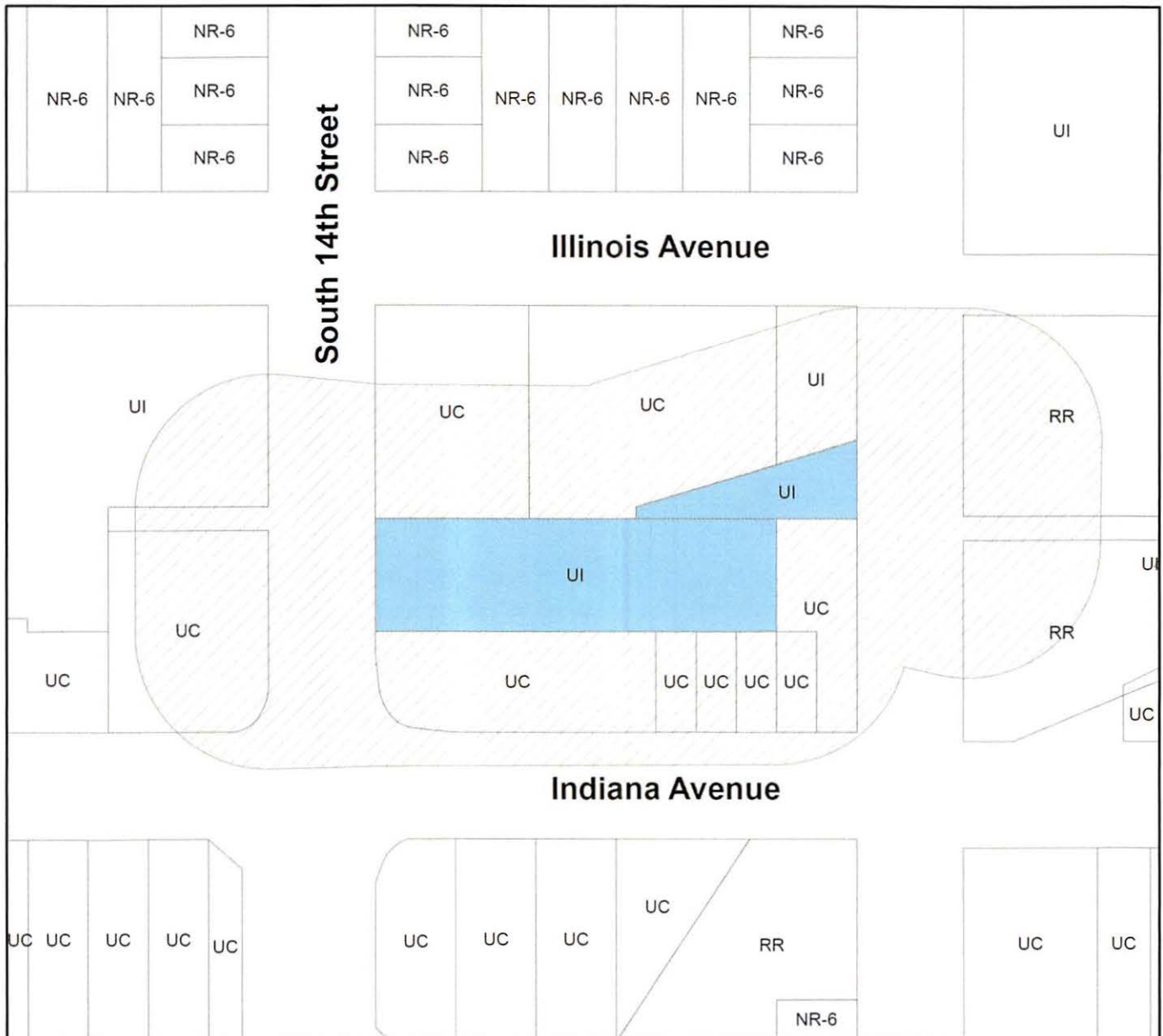
# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE  
SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

AND

ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH  
50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF  
SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND  
THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT



II

Other Matters.

R. O. No. 57 - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting various license applications for the period ending June 30, 2022.

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

CHANGE OF PREMISE

| <u>No.</u> | <u>Name</u>                     | <u>Address</u>  |
|------------|---------------------------------|---|
| 2742       | 8 <sup>th</sup> Street Ale Haus | 1132 N. 8 <sup>th</sup> Street - for two day event September 17-18, 2021 to include current premise plus the parking lot south of the Holman building and part of the alleyway south of said parking lot. The entire 8 <sup>th</sup> Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The parking lot is on 8 <sup>th</sup> Street and starts at the southern edge of the building located at 1122 N. 8 <sup>th</sup> (the Gaming Generations business). This is a space of approximately 110ft by 45 ft. On the southern end is the alley way that intersects with 8 <sup>th</sup> and 9 <sup>th</sup> Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from the 8 <sup>th</sup> Street entrance to approximately 130ft. west for use of the event. |

CHANGE OF AGENT

Alyssa E. Brooks is replacing Matthew R. Seyer as agent effective immediately for Walgreens #12020 located at 2702 Calumet Drive.

AHS

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2022) (NEW)

| <u>No.</u> | <u>Name</u>                           | <u>Address</u>    |
|------------|---------------------------------------|-------------------|
| 3505       | AJ Marketing LLC<br>(Union Avenue BP) | 1208 Union Avenue |

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

| <u>No.</u> | <u>Name</u>                     | <u>Address</u>                  |
|------------|---------------------------------|---------------------------------|
| 3504       | Screamers II LLC<br>(Screamers) | 2201 N. 15 <sup>th</sup> Street |