

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
SIXTH REGULAR COMMON COUNCIL MEETING
Monday, June 21, 2021

ALDERPERSONS PRESENT:

Jim Bohren (remote), Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

ALDERPERSONS ABSENT AND EXCUSED:

Betty Ackley - 1.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES - 5th Regular Council meeting held on June 7, 2021

MOTION TO APPROVE MINUTES

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

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

1.5 CONFIRMATION OF MAYOR'S APPOINTMENTS - Various

MOTION TO CONFIRM

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

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

2. CONSENT

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

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

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.2 R. O. No. 28-21-22 by Board of License Examiners submitting an application for Building Contractor License already granted.

Resolution: MOTION TO RECEIVE AND FILE

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.3 R. O. No. 29-21-22 by City Clerk submitting various license applications (Sheboygan Jaycees).

Resolution: MOTION TO RECEIVE AND FILE

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.4 R. O. No. 30-21-22 by Board of Water Commissioners requesting modification of an existing permanent easement and approval of a utility easement.

Resolution: MOTION TO RECEIVE AND FILE THE DOCUMENT

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.5 R. C. No. 37-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 328-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 130-20-21 by City Clerk submitting a claim from Acuity Insurance for alleged damages to their insured (Steven L, and Susan M. Aubry) vehicle when it was backed into by a City owned vehicle; recommends filing the document.

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.6 R. C. No. 38-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 329-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 131-20-21 by City Clerk submitting a claim of alleged unlawful tax collected from Midstate Amusement Games, LLC by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P; recommends filing the document.

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.7 R. C. No. 39-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 332-20-21 by Licensing, Hearings, and Public Safety Committee and R. O. No. 173-20-21 by City Clerk submitting various license applications; recommends granting the license application contingent upon their providing all necessary documents to the clerk's office.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSE CONTINGENT UPON THEIR PROVIDING ALL NECESSARY DOCUMENTS TO THE CLERK'S OFFICE

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.8 R. C. No. 40-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No.

324-20-21 by Licensing, Hearings, and Public Safety Committee and R. O. No. 98-20-21 by City Clerk submitting various license applications; recommends filing the change of premise application as the issue was dealt with when Meijer renewed the license.

Resolution: MOTION TO RECEIVE AND FILE

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.9 R. C. No. 41-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 9-21-22 by City Clerk submitting various license applications; recommends granting the license with a warning to follow the law.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSE WITH WARNING

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.10 R. C. No. 42-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 12-21-22 by City Clerk submitting a claim from Zachary D. Brill for alleged damages to his vehicle when driving through construction area on North Taylor Drive; recommends filing the document.

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.11 R. C. No. 43-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 16-21-22 by City Clerk submitting various license applications; recommends granting the license application with a warning to follow the law.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSE WITH WARNING

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.12 R. C. No. 44-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 24-21-22 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. 7975 in the amount of \$6,007.49 billed to Kenneth Koopman regarding damage to a traffic control signal located at the corner of South Business Drive and Wilson Avenue on November 16, 2019, has been settled with a payment to the City of Sheboygan in the amount of \$5,715.24; recommends filing the document.

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.13 R. C. No. 45-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 27-21-22 by City Clerk submitting various license applications; recommends granting the license application with various caveats.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSES WITH CAVEATS

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.14 R. C. No. 46-21-22 by Finance and Personnel Committee to whom was referred Res. No. 16-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Financial Management Planning Services Agreement with Ehlers, Inc. and to make a necessary budget adjustment and appropriation in the 2021 budget; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.15 R. C. No. 47-21-22 by Finance and Personnel Committee to whom was referred Res. No. 17-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the agreement with Assessment Technologies of Wisconsin, LLC d/b/a Grotta Appraisals for assessment services between 2023 and 2026 and for revaluation services, and to make a necessary budget adjustment and appropriation in the 2021 budget; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.16 R. C. No. 48-21-22 by Finance and Personnel Committee to whom was referred Res. No. 18-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Director of Planning & Development to accept the Proposal for Environmental Services – Wetland Delineation at Parcels 59281-628961 and 52981-657937 from Stantec Consulting Services Inc.; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.17 R. C. No. 49-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 7-21-22 by Alderpersons Felde and Ackley amending the Municipal Code so as to take advantage of the provisions of 2019 Wisconsin Act 166 authorizing issuance of alcohol beverage operator's licenses by a designated municipal official and applying similar provisions to other licenses issued by the city where issuance by such an official is not proscribed by state law; recommends adopting the Ordinance.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3. REPORT OF OFFICERS

3.1 R. O. No. 31-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 4-21-22 by Alderperson Dekker and R. O. No. 22-21-22 by City Clerk to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land on N. 15th Street - Part of Parcel #59281550000 from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission,

June 15, 2021, and after due consideration, recommends approving the Ordinance and filing the R. O. LAYS OVER

3.2 R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 33-21-22 by City Clerk submitting a claim from Robert Konrad for alleged damages to his basketball cover when it was hit by a garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 34-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.5 R. O. No. 35-21-22 by City Clerk submitting a communication from Charles Paul regarding seagulls nesting on the roof of the old Pick 'n Save. REFER TO PUBLIC WORKS COMMITTEE

4. RESOLUTIONS

5. REPORT OF COMMITTEES

5.1 R. C. No. 50-21-22 by Committee of the Whole to whom was referred R. C. No. 21-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. 10-21-22 by director of Human Resources submitting the Internal Controls Assessment – City of Sheboygan – Benefits Administration Assessment dated April 19, 2021 which was prepared by CliftonLarsonAllen LLP (“CLA”); recommends filing the document, directing the City Administrator and HR Director to provide quarterly reports to council, and to bring to the Finance and Personnel Committee the pros and cons of each suggested audit in the report. RECEIVE THE R. C. AND FILE THE DOCUMENT, DIRECT THE CITY ADMINISTRATOR AND HR DIRECTOR TO PROVIDE QUARTERLY REPORTS TO COUNCIL, AND TO BRING TO THE FINANCE AND PERSONNEL COMMITTEE THE PROS AND CONS OF EACH SUGGESTED AUDIT IN THE REPORT.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT, DIRECT THE CITY ADMINISTRATOR AND HR DIRECTOR TO PROVIDE QUARTERLY REPORTS TO COUNCIL, AND TO BRING TO THE FINANCE AND PERSONNEL COMMITTEE THE PROS AND CONS OF EACH SUGGESTED AUDIT IN THE REPORT.

Motion by Dean Dekker, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

5.2 R. C. No. 51-21-22 by Finance and Personnel Committee to whom was referred Res. No. 19-21-22 by Alderpersons Mitchell and Filicky-Peneski approving the Tax Incremental Financing (TIF) Policy of the City of Sheboygan; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT THE RESOLUTION

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Trey Mitchell, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

5.3 R. C. No. 52-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 5-21-22 by Alderpersons Felde and Ackley amending the City of Sheboygan's Code of Ethics; recommends adopting the Ordinance. RECEIVE THE R. C. AND ADOPT THE ORDINANCE

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion by Barbara Felde, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

5.4 R. C. No. 53-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord.

No. 6-21-22 by Alderpersons Felde and Ackley amending the Municipal Code as to add provision for a parklet permit, to modify provisions related to drinking on public streets to account for the creation of parklets, to update the provisions related to street festival permits and sidewalk cafe permits so as to make them more congruent with each other and the parklet provisions, and to remove an ordinance no longer applicable related to drinking on the erstwhile Plaza 8; recommends adopting the Ordinance as amended. RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE ORDINANCE

MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE ORDINANCE

Motion by Barbara Felde, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

6. GENERAL ORDINANCES

7. OTHER MATTERS AUTHORIZED BY LAW

7.1 Res. No. 23-21-22 by Alderpersons Mitchell, Filicky-Peneski, Bohren, and Felde updating the policy for applying the undesignated fund balance for the General Fund's ensuing year's budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

8. ADJOURN MEETING

8.1 Motion to Adjourn

MOTION TO ADJOURN 6:31 P.M.

Motion by Grazia Perrella, second by Barbara Felde.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

I. COMMON COUNCIL PROCEEDINGS

C. Location and Availability

All Common Council meetings (including Committee of the Whole meetings) shall take place in the Common Council Chambers. Exceptions may be made for closed sessions (Room 305 is designed for such purposes), emergency meetings, and special meetings called for specific purposes where a different location promotes efficiency while preserving public access.

During times of pandemic or other unusual situations, all meetings shall be conducted in a manner that follows the rules and guidelines of federal, state, and county public health and emergency agencies. This includes requiring limits on the number of people permitted in Common Council Chambers, providing for distancing between attendees and participants, and encouraging the use of overflow meeting rooms and remote forms of attendance.

Every common council agenda shall, in addition to the required notice related to accessibility for differently-abled persons, provide a notice that persons other than council members who wish to participate in a meeting by speaking at the public forum shall provide notice to the clerk at least 24 hours before the meeting so that the person may be provided a remote link (such as Zoom or GoToMeeting) for that purpose.

Whenever the Mayor or City Clerk anticipates a meeting may be heavily attended and there is a chance more people may attend than can be safely contained in common council chambers, they shall make arrangements to provide for overflow rooms where members of the public may watch or otherwise participate in the proceedings.

Section 2-138 of the Municipal Code governs remote attendance at meetings by members of city governmental bodies. Alders who wish to attend a meeting remotely shall inform the City Clerk at least three business days prior to any meeting so that their remote attendance may be included in the meeting notice, as required by Section 2-138(e). The City Clerk may establish a procedure whereby an alder may request to be placed on a list of officials who will be noted as a remote attendee for all meetings until making a subsequent request to be removed from said list.

All Common Council meetings, except closed sessions, emergency meetings, and special meetings called for a specific purpose taking place in a different location shall be broadcast live on WSCS and livestreamed via the WSCS website. All Common Council meetings, except closed sessions, shall be recorded and be made available to be viewed at a later date on the WSCS website. Retention of recordings shall be pursuant to the City's document retention schedule. Nothing in this paragraph shall be deemed to prevent City staff from causing the livestream and/or recordings to be available at additional sites, such as the city's website and social media feeds.

II. COMMISSIONS, COMMITTEES, AND BOARD PROCEEDINGS

C. Location and Availability

All Commission, Committee, and Board meetings shall take place in an unlocked location directly accessible to the public. Exceptions may be made for meetings where the only action will be to convene in closed session, with adjournment taking place in closed session.

During times of pandemic or other unusual situations, all meetings shall be conducted in a manner that follows the rules and guidelines of federal, state, and county public health and emergency agencies. This includes requiring limits on the number of people permitted in the meeting room, providing for distancing between attendees and participants, and encouraging the use of overflow meeting rooms and remote forms of attendance.

Every commission, committee, and board agenda shall, in addition to the required notice related to accessibility for differently-abled persons, provide a notice that persons other than commission, committee, and board members who wish to participate in a meeting shall provide notice to the clerk at least 24 hours before the meeting so that the person may be provided a remote link (such as Zoom or GoToMeeting) for that purpose.

Whenever the chair of a commission, committee, or board anticipates a meeting may be heavily attended and there is a chance more people may attend than can be safely contained in the meeting room, they shall make arrangements to either hold the meeting in a larger room or to provide for overflow rooms where members of the public may watch or otherwise participate in the proceedings.

Section 2-138 of the Municipal Code governs remote attendance at meetings by members of city governmental bodies. Commission, committee, and board members who wish to attend a meeting remotely shall inform the City Clerk at least three business days prior to any meeting so that their remote attendance may be included in the meeting notice, as required by Section 2-138(e). The City Clerk may establish a procedure whereby an such a member may request to be placed on a list of officials who will be noted as a remote attender for all meetings until making a subsequent request to be removed from said list.

All meetings of standing council committees (i.e., Finance & Personnel; Licensing, Hearings, and Public Safety; and Public Works) except closed sessions, shall be video recorded and be made available to be viewed at a later date on the WSCS website. Retention of recordings shall be pursuant to the City's document retention schedule. Nothing in this paragraph shall be deemed to prevent City staff from livestreaming or causing recordings to be available at additional sites, such as the city's website and social media feeds.



June 29, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

HOUSING REHABILITATION LOAN COMMISSION

NAME	TERM START	EXPIRES
Gina Covelli	04/20/2021	04/18/2022

BOARD OF MARINA, PARKS, AND FORESTRY COMMISSIONERS

NAME	TERM START	EXPIRES
Travis Gross – Historic Preservation Commission representative	04/20/2021	04/18/2022

LIBRARY BOARD

NAME	TERM START	EXPIRES
Amanda Salazar – Alderperson representative	04/20/2021	04/15/2024

RYAN SORENSON, MAYOR

MAYOR'S OFFICE
CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Gina Covelli
2130 S. 11th Street
Sheboygan, WI 53081
Phone: 920-782-0616
ginacovelli@gmail.com

Work Experience:

Director of Community Impact at United Way of Sheboygan County – March 2019 – Present

- Oversee and manage the Community Action Team, program evaluation and investment cycle
- Develop initiatives and focus areas related to the three United Way building blocks and the United Way of Sheboygan County collective impact initiative
- Assist coordinators of focus areas to align programming to collective impact model/framework
- Assist in regular needs assessments/strategic planning and annual United Way campaign
- Serve as a resource for Partner Agencies for logic model training and outcome measurement

Director of Operations/Owner at Sheboygan Fit Body Boot Camp – June 2017 – Present

- Responsible for the smooth day-to-day operation of Fit Body Boot Camp
- First in line for client services by managing client accounts, staffing the check-in desk, answering telephones, responding to emails, and responding to client issues
- Ensure all records and billing are accurate, current and timely
- Coordinate staff schedules to ensure adequate levels of coverage
- Manage facility needs/supplies
- Manage retail orders/inventory
- Serve as human resources coordinator
- Plan and coordinate challenges and challenge parties
- Schedule and prepare for weekly team meetings
- Coach sessions as needed

Community Relations Manager at Lakeland University, Sheboygan, WI, January 2014 – June 2017

- Determine and pursue opportunities for the university to be a vital resource to the community it serves
- Manage and maintain vital external relationships for the university
- Build new relationships with various businesses, organizations and non-profits
- Develop and promote the Lakeland University Speakers Directory
- Develop and lead ThinkHaus conversation series
- Manage and grow the Community Book Read program
- Track and communicate community service opportunities and hours completed
- Manage university's representation on various boards/organizations, determine opportunities for increased involvement
- Represent the university at various networking and community outreach events

Managing editor at *The Herald-Independent*, Hometown News Group, Cottage Grove, WI, April 2011 – December 2013

- Manage staff and plan relevant copy for weekly paper serving Monona and Cottage Grove communities
- Cover local government and school board meetings, write variety of news and human interest articles, and take photographs and video at local events
- Assign stories to staff and freelance writers
- Coordinate complete redesign and reorganization of the paper, and create a style guide specific to *The Herald-Independent*
- Coordinate and assist in production of special sections
- Upload stories and photographs to the *The Herald-Independent* website
- Use Facebook and Twitter and other social media to reach readers

Associate editor at *The Sun Prairie Star* newspaper, Hometown News Group, Sun Prairie, WI, June 2008-April 2011

- Manage Lifestyle section of the newspaper
- Cover Sun Prairie School Board and education news
- Write human interest articles, and format obituaries, and birth, wedding, anniversary and engagement announcements
- Upload stories and photographs to the Sun Prairie Star Web site

News assistant at *The Courier* newspaper, Hometown News Group, Waterloo, WI, January 2008-June 2008

- Cover Waterloo City Council meetings
- Brainstorm and write news and feature articles
- Copy edit columns, news and features articles

Copy editor at the *Sawyer County Record*, Hayward, WI, part-time through college, May 2005- August 2005; May 2006 – August 2006; January 2007 – May 2007

- Copy edit columns, news and feature articles, headlines and cutlines for publication
- Update weekly calendar of events
- Write articles for the *Four Seasons*, a weekly advertising catalog

Education:

- Lakeland University, Sheboygan, Wis., graduated Magna Cum Laude with Bachelor of Arts degree in writing, communications and English, 2004-2006
- Waubensee Community College, Sugar Grove, Ill., completed 21 accredited hours, 2003-2004
- Vanderbilt University, Nashville, Tenn., completed 28 accredited hours, 2002-2003
- Batavia High School, Batavia, Ill., graduated with honors, 2002

Volunteer work:

- Sheboygan Symphony Orchestra, Board of Directors, 2019-present
- LGBTQ+ Alliance Social Sector and Government Committee, 2020-present
- Sheboygan County Housing Coalition, 2019-present
- Active8 Sheboygan, Board of Directors President and Sheboygan SOUP team member, 2016-2019

- John Michael Kohler Arts Center, Live@608 planning committee member, 2017-2018
- United Way of Sheboygan County Board of Directors, including service on executive team as secretary, on community action team, human resource committee chair, strategic planning committees, and evaluation subcommittee, 2014-2019

Hearing No. _____ - 21 - 22. July 6, 2021.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification:

Vacant land on N. 15th Street - Part of Parcel #59281550000:

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., July 6, 2021, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification:

Vacant land on N. 15th Street - Part of Parcel #59281550000:

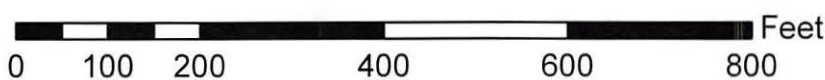
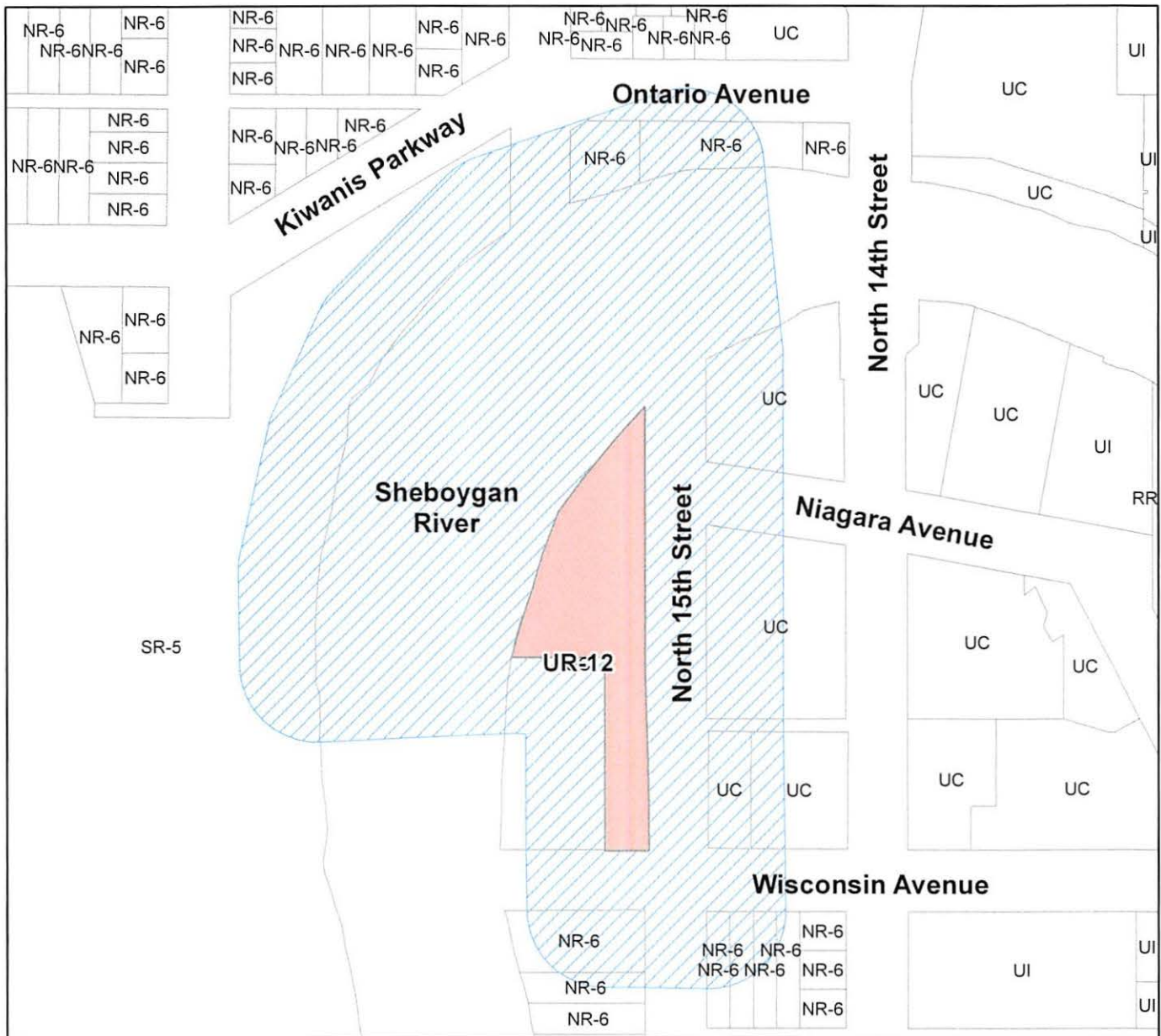
Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows: Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.

MEREDITH DEBRUIN
City Clerk

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

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.



Parcel Identification Number	Site Address	First Owner Name	Postal Address	Postal City	Postal State	Postal Zip 5	Postal Zip +4
59281500612	1418 WISCONSIN AVE	JALAPA MARKETING LLC	916 MULBERRY LN	KOHLER	WI	53044	1470
59281500020		CITY OF SHEBOYGAN	828 CENTER AVE	SHEBOYGAN	WI	53081	4442
59281500030	1433 ONTARIO AVE	TAPIA, ERASMO LUIS MARIAN	1433 ONTARIO AVE	SHEBOYGAN	WI	53081	3843
59281500170	726 KIWANIS PARK DR	CITY OF SHEBOYGAN KIWANIS PARK	828 CENTER AVE	SHEBOYGAN	WI	53081	4442
59281550020	834B N 15TH ST	WATER'S EDGE DEVELOPMENT OF SHEBOYGAN LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281550005	810B N 15TH ST	WATER'S EDGE DEVELOPMENT OF SHEBOYGAN LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281550006	812B N 15TH ST	WATER'S EDGE DEVELOPMENT OF SHEBOYGAN LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281550007	814B N 15TH ST	WATER'S EDGE DEVELOPMENT OF SHEBOYGAN LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281550008	818B N 15TH ST	WATER'S EDGE DEVELOPMENT OF SHEBOYGAN LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281550009	820B N 15TH ST	WATER'S EDGE DEVELOPMENT OF SHEBOYGAN LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281550010	824B N 15TH ST	WATER'S EDGE DEVELOPMENT OF SHEBOYGAN LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281550000	802 N 15TH ST	WATER'S EDGE CONDOMINIUM OWNERS IN COMMON					
59281500611	810 N 14TH ST	JALAPA MARKETING LLC	916 MULBERRY LN	KOHLER	WI	53044	1470
59281500570	822 N 14TH ST	WE PROPERTY HOLDINGS LLC	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006
59281500142	924 N 14TH ST	OFFICE SERVICE CO LLP	7722 W HAWTHORNE RD	MEQUON	WI	53097	2006

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

June 25, 2021

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan's Official Zoning Map at 6:00 P.M., July 6, 2021, in the Council Chambers of City Hall. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification:

Vacant land on N. 15th Street - Part of Parcel #59281550000:

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,

MEREDITH DEBRUIN, City Clerk

DeBruin, Meredith

From: Gannett Legals Public Notices <GanLegPubNotices@gannett.com>
Sent: Wednesday, June 2, 2021 6:53 AM
To: DeBruin, Meredith; Clevenger, Melissa
Subject: RE: 0004757146 - Please Publish

Good Morning

I've adjusted the ad copy for you- please see below.

The new cost is \$64.74, let us know if we can assist with anything else.

**NOTICE OF PUBLIC HEARING ON
AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE**

Notice is hereby given that a public hearing will be held at 6:00 P.M., July 6, 2021, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification:

Vacant land on N. 15th Street - Part of Parcel #5928 1550000:

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°35'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.

MEREDITH DEBRUIN

City Clerk

Run: June 18, 25, 2021 WNAXLP

Tara Hamm

Director - Public Notices | Obituaries

Office: 866-431-8665

Gannett Classified Business Solutions

 **USA TODAY NETWORK**

thamm@gannett.com

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>

Sent: Tuesday, June 1, 2021 4:04 PM

To: Gannett Legals Public Notices <GanLegPubNotices@gannett.com>; Clevenger, Melissa <Melissa.Clevenger@sheboyganwi.gov>
Subject: RE: 0004757146 - Please Publish

There was an error on this order. Please use the attached publication instead.
Thank you!
Meredith

From: Gannett Legals Public Notices <GanLegPubNotices@gannett.com>
Sent: Thursday, May 27, 2021 10:36 AM
To: Clevenger, Melissa <Melissa.Clevenger@sheboyganwi.gov>
Cc: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Subject: RE: 0004757146 - Please Publish

Good Morning Melissa,

Please find attached your order confirmation and proof of the ad.

Your ad is set to run in:

· **Sheboygan Press on June 18th & 25th, 2021**

The total cost is **\$62.38** which includes an affidavit, which will be mailed out after the ad publishes. **Please reply by 2pm CST on Wednesday, June 16th, 2021 with changes for the ad. Your notice is scheduled to run per your request and will publish unless you advise otherwise.** You will be able to receive an affidavit 7-10 business days after the last day of printing.

Thanks,
Amirtha Sargunam
Legal Clerk



Office: 844-590-5995

From: Clevenger, Melissa <Melissa.Clevenger@sheboyganwi.gov>
Sent: Wednesday, May 26, 2021 4:07 PM
To: GRSC-West-Legals mbx <GRSC-West-Legals@gannett.com>; DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Subject: 0004757146 - Please Publish

Please publish on Friday, June 18 **AND** 25, 2021

Account #60409220
Invoice under: Clerks

Melissa Clevenger
Deputy City Clerk

II

R. O. No. _____ - 21 - 22. By BOARD OF WATER COMMISSIONERS. July 6, 2021.

To the Honorable, the Mayor and Common Council:

On June 21, 2021, the City of Sheboygan executed a Record of Declaration of Official Intent for Construction of the Raw Water Improvement Project, also known as WDNR project #4901-09, for the Sheboygan Water Utility.

The Board of Water Commissioners states its awareness that a Declaration of Official Intent has been completed by authorized City of Sheboygan officials of a WDNR Safe Drinking Water Loan estimated at \$39,000,000. This declaration will allow reimbursement of relevant expenditures made ahead of any Safe Drinking Water Loan for the project.

The final loan terms will be set forth in a bond resolution authorizing the issuance of water system revenue bonds to evidence the loan, which will be submitted to the Council for consideration and approval.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, Member

CITY OF SHEBOYGAN, WISCONSIN
RECORD OF DECLARATION OF OFFICIAL INTENT

Dated: June 21, 2021

Number: WDNR project #4901-09

This Record of Declaration of Official Intent (this "**Declaration**") declares the official intent of the City of Sheboygan, Wisconsin (the "**Municipality**") to reimburse expenditures with proceeds of a borrowing.

The officer responsible for this Declaration, the Mayor and the Clerk, or an authorized designee of such officers, have (by a resolution adopted by the governing body of the Municipality on March 21, 1994) been authorized to declare official intent on the Municipality's behalf and directed to maintain this Declaration.

The Municipality intends to reimburse the expenditures described in this Declaration with proceeds of a borrowing. The expenditures described in this Declaration will be one or more of the following types of costs: a capital expenditure, a cost of issuance for a borrowing, payoff of interim financing, a grant (as defined in Treasury Regulations Section 1.148-6(d)(4)), or certain extraordinary working capital items (described in Treasury Regulations Section 1.148-6(d)(3)(ii)(B)). Expenditures will be paid from Sheboygan Water Utility checking account, which will be reimbursed with proceeds of a borrowing.

Before the date 60 days prior to the date of this Declaration, no payments have been made for the expenditures to be reimbursed described in this Declaration, other than for preliminary expenditures that are incurred prior to commencement of construction, rehabilitation, or acquisition of a property, project, or program (collectively, a "**Project**"), and these preliminary expenditures do not exceed 20% of the aggregate issue price of that portion of the borrowing that finances the Project. The term "preliminary expenditures" means architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to the commencement of construction.

The borrowing from which expenditures for a Project are to be reimbursed will be issued within 18 months following the later of (i) the date of the original expenditure for a Project, or (ii) the date on which a Project is placed in service, but no later than 3 years after the date of the original expenditure for a Project.

The following is a general functional description of the Project for which the expenditures to be reimbursed are to be (or have been) paid:


RAW WATER IMPROVEMENT PROJECT

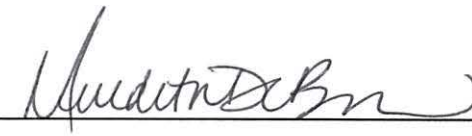
Also known as Safe Drinking Water Loan Program project #4901-09.

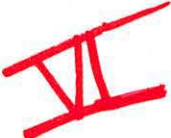
The maximum principal amount of debt expected to be incurred for the Project is

\$ 39,000,000.

CITY OF SHEBOYGAN, WISCONSIN

BY:  _____
TITLE: Mayor _____

BY:  _____
TITLE: City Clerk _____



R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 6, 2021.

Your Committee to whom was referred R. O. No. 34-21-22 by City Clerk submitting various license applications; recommends granting the license applications:

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3688	Coronado, Luisa C.	929A Michigan Avenue
3698	Fick, Kelsey L.	2404 North Avenue
3695	Frye, Aaron J.	3809 Heather Valley Road
3686	Holte, Patricia R.	1042 N. Buchanan, Green Bay
3685	Kaiser, Krisi	1508 S. 13 th Street
3690	Kraus, Elizabeth G.	835 Ashland Avenue
1672	Mata, Parker L.	4311 Liberty Court Apt. AA202
3689	McGrew, Abigail L.	3331A S. 11 th Place
3697	Momma, Takashi	2923 Superior Avenue
3682	Museus, Clifford W.	1137 240 th Street, Dresser
3691	Patterson, Susan A.	922 N. 36 th Street
3684	Twining, David B.	1333 North Avenue
1302	Wallner, Heidi A.	2220 S. 16 th Street

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6116	Altwies, Kylene A.	2103A S. 7 th Street
9427	Bedore, Amanda L.	2222 N. 18 th Street
7538	Beeck, Michael K.	2133 N. 20 th Street
3154	Bonebrake, Amber L.	W6078 County Rd. MM, Elkhart Lake
2898	Bonnett, Jodi	705 S. 26 th Street
0276	Burch, Cassandra J.	2419 Erie Avenue
1971	Butler, Charles E. (CLUB)	713 Fairway Drive
5340	Call, Matthew D.	1617 N. 35 th Street
2087	Darling, Joann M.	W8317 Center Road, Glenbeulah
8213	Dern, Kathy M.	2613 N. 10 th Street
0092	Ehler, Kristi L.	609 N. 25 th Street
2834	Engstrom, Travis A.	208 Prospect Avenue
0335	Garcia, Javier J.	1525 Alabama Avenue
2952	Hoffmann, Kathleen A.	1406 School Avenue
1656	Kober, Susan K.	1012 N. 27 th Street Apt. 101S
2005	Momma, Catherine	2923 Superior Avenue
1728	Monkan, Jake E.	42 Winnebago Place
0030	Ottman, Donna J.	606 Danude Court #4, Sheb. Falls
6815	Quasius, Jaclyn A.	2518 Main Avenue
0905	Reineking, Tyler J.	1519 Eisner Avenue Apt. 3A

7052 Schad, Jamie L.
2765 Schuessler, Andrew J.
1660 Schultz, Steven L.
1832 Seeboth, James D.
2528 Sheraski, Pamela M.
3044 Shufflebotham, Donald J.
0316 Stemper, Sarah M.
0881 Tryba, Michael A.
2971 Turgeon, Tanya M.
6803 Wilsing, William J. (CLUB)

2526 N. 9th Street
904 Washington Avenue
1602 Sibley Court
1107 Ashland Avenue
1410 N. 27th Street
2314 N. 9th Street
811 N. 37th Street
2413 S. 12th Street
711 Ashland Avenue
4454 Idlewild Lane

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2389	The Epicure Lounge	1116 Michigan Avenue

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	1415 N. 13 th Street

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

34

R. O. No. 34 - 21 - 22. By CITY CLERK. June 21, 2021.

Submitting various license applications for the period ending December 31, 2021, June 30, 2022, and June 30, 2023.

City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3688	Coronado, Luisa C.	929A Michigan Avenue
3698	Fick, Kelsey L.	2404 North Avenue
3695	Frye, Aaron J.	3809 Heather Valley Road
3686	Holte, Patricia R.	1042 N. Buchanan, Green Bay
3685	Kaiser, Krisi	1508 S. 13 th Street
3690	Kraus, Elizabeth G.	835 Ashland Avenue
1672	Mata, Parker L.	4311 Liberty Court Apt. AA202
3689	McGrew, Abigail L.	3331A S. 11 th Place
3697	Momma, Takashi	2923 Superior Avenue
3682	Museus, Clifford W.	1137 240 th Street, Dresser
3691	Patterson, Susan A.	922 N. 36 th Street
3684	Twining, David B.	1333 North Avenue
1302	Wallner, Heidi A.	2220 S. 16 th Street

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6116	Altwies, Kylene A.	2103A S. 7 th Street
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7538	Beeck, Michael K.	2133 N. 20 th Street
3154	Bonebrake, Amber L.	W6078 County Rd. MM, Elkhart Lake
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2087	Darling, Joann M.	W8317 Center Road, Glenbeulah
8213	Dern, Kathy M.	2613 N. 10 th Street
0092	Ehler, Kristi L.	609 N. 25 th Street
2834	Engstrom, Travis A.	208 Prospect Avenue
0335	Garcia, Javier J.	1525 Alabama Avenue
2952	Hoffmann, Kathleen A.	1406 School Avenue
1656	Kober, Susan K.	1012 N. 27 th Street Apt. 101S
2005	Momma, Catherine	2923 Superior Avenue

AKS

1728 Monkan, Jake E.	42 Winnebago Place
0030 Ottman, Donna J.	606 Danude Court #4, Sheb. Falls
6815 Quasius, Jaclyn A.	2518 Main Avenue
0905 Reineking, Tyler J.	1519 Eisner Avenue Apt. 3A
7052 Schad, Jamie L.	2526 N. 9 th Street
2765 Schuessler, Andrew J.	904 Washington Avenue
1660 Schultz, Steven L.	1602 Sibley Court
1832 Seeboth, James D.	1107 Ashland Avenue
2528 Sheraski, Pamela M.	1410 N. 27 th Street
3044 Shufflebotham, Donald J.	2314 N. 9 th Street
0316 Stemper, Sarah M.	811 N. 37 th Street
0881 Tryba, Michael A.	2413 S. 12 th Street
2971 Turgeon, Tanya M.	711 Ashland Avenue
6803 Wilsing, William J. (CLUB)	4454 Idlewild Lane

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2389	The Epicure Lounge	1116 Michigan Avenue

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	1415 N. 13 th Street

IV

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred R. O. No. 35-21-22 by City Clerk submitting a communication from Charles Paul regarding seagulls nesting on the roof of the old Pick 'n Save building; 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. 35 - 21 - 22. By CITY CLERK. June 21, 2021.

Submitting a communication from Charles Paul regarding seagulls nesting on the roof of the old Pick 'n Save building.

PW

CITY CLERK

6-9-21

JUN 9 '21 PM 1:04

To Common Council:

I live at 2528 So. 18th St. There is a problem with the Seagulls nesting on the roof of the old Pict-Sav. building. Lots of bird droppings & feathers. Also very noisy, many times until 1:30 AM. I had called the DNR. They said the owner of the building could be contacted to put up a screen of some kind in the fall of the year to prevent them from building nests in spring. Could you please look into this?
Thanks.

Charles Paul

H-Ph. 920-457-2335

M-Ph. 920-918-5651

VII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred Res. No. 20-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to approve Change Order No. 2 to the Agreement with Wondra Construction, Inc. regarding Butzen Sports Complex; 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. 20 - 21 - 22. By Alderpersons Dekker and Perrella. June 7, 2021.

A RESOLUTION authorizing the appropriate City officials to approve Change Order No. 2 to the Agreement with Wondra Construction, Inc. regarding Butzen Sports Complex.

WHEREAS, pursuant to Res. No. 112-20-21, the City entered into a contract with Wondra Construction, Inc. for grading and related work at the Butzen Farm property as part of the development of the Butzen Sports Complex; and

WHEREAS, the original contract with Wondra Construction, Inc. provided that Wondra Construction, Inc. would receive an amount not to exceed \$331,926 for the grading and related work; and

WHEREAS, City Staff believes it is in the best interest to have additional related work performed at Butzen Farm; and

WHEREAS, Wondra Construction, Inc. is willing to perform the additional related work described in Change Order No. 2, which is attached to this Resolution; and

WHEREAS, Change Order No. 2 provides that Wondra Construction, Inc. would do the related work at a cost of \$26,201; and

WHEREAS, Wis. Stat. § 62.15(1c) generally provides that the "quantity of construction" may not be increased by more than 15% of the original contract price; and

WHEREAS, City Staff has already approved Change Order No. 1 in the amount of \$44,000; and

WHEREAS, as a result, Change Order No. 2 would increase the quantity of construction by more than 15% of the original contract price; and

WHEREAS, in *Gottschalk Bros., Inc. v. Wausau*, the Wisconsin Supreme Court identified an exception to Wis. Stat. § 62.15(1c) when a contract establishes a "unit price" for work done.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to approve Change Order No. 2 with Wondra Construction, Inc.

PP
adopt

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$26,201.00 from Account No. 40053000-631100 (Improvements Other Than Buildings).

James P. Miller
Dean Decker

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



W2874 Graylog Road
 Iron Ridge, WI 53035
 920-387-5840 – Fax 920-387-4734
info@wondraconstruction.com

May 13, 2021

Tim Moyer
 City of Sheboygan, Department of Public Works
 2026 New Jersey Ave.
 Sheboygan, WI 53081

Proposal for Butzen Sports Complex, Wet Pond Grading & Pipe

Dear Tim,

Thank you for the proposal request for the Wet Pond Grading & associated pipe work on the Butzen Sports Complex. Here is our pricing breakdown:

Wet Pond Grading & Pipe Work

Description	Qty	Units	Unit Price	Total Price
Grading for SE Detention Basin -Includes Riprap Spillway & Restoration.	1	LS	\$ 20,500.00	\$ 20,500.00
15" HDPE Pond Outflow Pipe	44	LF	\$ 49.75	\$ 2,189.00
15" HDPE Pond Outflow Pipe Endwall	1	EA	\$ 170.00	\$ 170.00
24" HDPE Pipe	44	LF	\$ 63.00	\$ 2,772.00
24" HDPE Pipe Endwall	2	EA	\$ 285.00	\$ 570.00
Total:				\$ 26,201.00

Removals from Sports Complex Grading Contract

Description	Qty	Units	Unit Price	Total Price
18" Culvert Pipe	-26	LF	\$ 70.00	\$ (1,820.00)
18" Culvert Pipe Endwalls	-2	EA	\$ 500.00	\$ (1,000.00)
Total:				\$ (2,820.00)

Please let me know if you have any questions or need additional information. We look forward to working with you as this project development continues!

Sincerely,

Matt Cameron





R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred Res. No. 21-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Union Avenue Reconstruction (Georgia Avenue to S. 26th Street); 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

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Res. No. 11 - 21 - 22. By Alderpersons Dekker and Perrella. June 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Union Avenue Reconstruction (Georgia Avenue to S. 26th Street).

WHEREAS, the City of Sheboygan has advertised for bids to reconstruct Union Avenue (Georgia Avenue to S. 26th Street); and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the low bid was from Buteyn-Peterson Construction Company, Inc. in the amount of \$818,964.96; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company, Inc. for the reconstruction of Union Avenue (Georgia Avenue to S. 26th Street).

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$327,500.00 from Account No. 40033140-631200 and \$491,464.96 from Account No. 48033140-631200 to pay for the construction done pursuant to the agreement.


*PW
adopt*

James Perrella
Dean Dekker

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 MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 00
		Bid Number:	2456-21

AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Buteyn-Peterson Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Union Avenue Reconstruction, Georgia Avenue to S. 26th Street for the City of Sheboygan, Wisconsin, City Bid Number: 2456-21

2.02 City of Sheboygan Resolution: {Resolution Number}

2.03 City of Sheboygan Account Number: {Account Number(s)}

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before November 1, 2021 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.


4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: All Asphalt Paving completed on or before October 1, 2021.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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		Bid Number:	2456-21

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 Special Damages

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

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- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*


- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

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ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance.
 - b. Payment bond.
 - 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 - 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid consisting of 1 page.
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor’s Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and


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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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		Bid Number:	2456-21

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
City of Sheboygan

CONTRACTOR:
{Contractor} _____

By: _____
(signature)
Name,
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name,
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name,
Title: Meredith DeBruin, City Clerk

Address for giving notices:


Date: _____

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan - Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081


Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:
Date: _____

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents
		Section:	00 01 10
		Bid Number:	2452-21

**Union Avenue Reconstruction
Georgia Avenue to S. 26th Street**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	<u>Introductory Information</u>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<u>Procurement Requirements</u>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	<u>Contracting Requirements</u>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 22 00	Unit Prices	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
26 00 00	ELECTRICAL	
26 56 00	Street Lighting	5

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	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents
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		Bid Number:	2452-21

SECTION	TITLE	Pages
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	5
33 46 23	Storm Water Detention Units	2



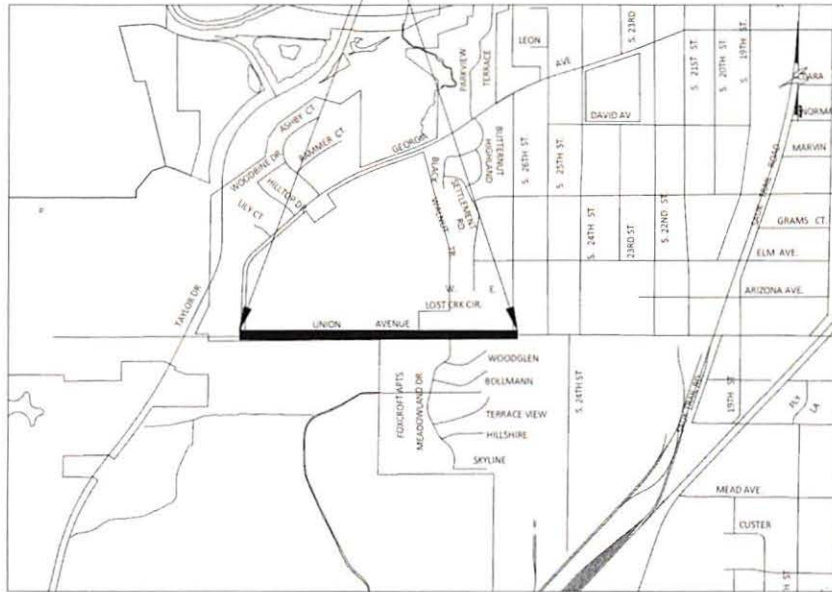
CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2456-21

UNION AVENUE RECONSTRUCTION GEORGIA AVE - S 26TH ST

MAY 2021

PROJECT LOCATION



NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	OVERALL PLAN
4	030 SC	SURVEY CONTROL
5-17	040 D 1-13	CONSTRUCTION DETAILS
18-19	110 EC 1-2	EROSION CONTROL
20-22	205 SS 1-3	SEWER DETAILS
23-26	D 1-4	UNDERGROUND DETENTION SYSTEM DETAILS
27-30	300 LP 1-4	LIGHTING PLAN
31-32	305 SM 1-2	SIGNING AND MARKING
33	310 TC	TRAFFIC CONTROL
34-39	400 PP 1-6	PLAN & PROFILE SHEETS
40-41	600 PD 1-2	PAVING DETAILS
42-44	700 MQ 1-3	MISCELLANEOUS QUANTITIES
45	800 XS	EARTHWORK TABLES
46-70	900 XS 1-25	CROSS SECTIONS

UNION AVENUE RECONSTRUCTION
GEORGIA AVE - S 26TH ST

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2025 New Jersey Avenue
Sheboygan, WI 53081

Ryan Szama, PE - City Engineer

Designed By TJM
Drawn By TJM
Checked By KEJ
Plot Date 5/11/2021
Bid No 2456-21
Project Date MAY 2021
Sheet No.

Drawing No: 900CV

2456-21 Union Avenue Reconstruction (Georgia Avenue to S. 26th Street) (#7831743)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

06/01/2021 02:00 PM CDT

							Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension	
	1		1 Mobilization	LS	1	\$30,000.00	\$30,000.00	
	2		2 Traffic Control	LS	1	\$8,000.00	\$8,000.00	
	3		3 PCMS Signing	Days	28	\$100.00	\$2,800.00	
	4		4 Detour Signing	LS	1	\$2,200.00	\$2,200.00	
	5		5 Clearing and Grubbing	Sta.	1	\$1,750.00	\$1,750.00	
	6		6 Clearing and Grubbing	ID	28	\$125.00	\$3,500.00	
	7		7 Removing Curb and Gutter	LF	170	\$5.00	\$850.00	
	8		8 Removing Concrete Sidewalk	SY	30	\$10.00	\$300.00	
	9		9 Removing Pavement	SY	360	\$10.00	\$3,600.00	
	10		10 Removing Inlets	Each	3	\$385.00	\$1,155.00	
	11		11 Milling Concrete Pavement, 3-inch	SY	1900	\$3.30	\$6,270.00	
	12		12 Abandoning inlet Leads	Each	2	\$380.00	\$760.00	
	13		13 Adjusting Manholes	Each	6	\$500.00	\$3,000.00	
	14		14 Reconstructing Manholes	Each	3	\$750.00	\$2,250.00	
	15		15 Salvage and Reset Manhole Frame and Lid	Each	4	\$850.00	\$3,400.00	
	16		16 Excavation Common	CY	4778	\$20.00	\$95,560.00	
	17		17 Base Aggregate Dense 3/4-Inch	Tons	225	\$20.00	\$4,500.00	
	18		18 Base Aggregate Dense 1 1/4-Inch	Tons	5825	\$11.50	\$66,987.50	
	19		19 HMA Pavement 4 MT 58-28 S	Tons	2175	\$68.70	\$149,422.50	
	20		20 Tack Coat (0.06 GALS/SY)	Gal	630	\$3.00	\$1,890.00	
	21		21 Concrete Sidewalk 4-Inch	SF	10750	\$4.40	\$47,300.00	
	22		22 Radial Detectable Warning Fields	SF	62	\$30.00	\$1,860.00	
	23		23 Concrete Base 7-Inch	SY	95	\$50.00	\$4,750.00	
	24		24 Concrete Driveway 6-Inch	SY	170	\$52.00	\$8,840.00	
	25		25 Concrete Steps	SF	20	\$65.00	\$1,300.00	
	26		26 Railing	LF	5.5	\$300.00	\$1,650.00	
	27		27 Concrete Surface Drain	SY	5	\$135.00	\$675.00	
	28		28 Concrete Curb and Gutter 30-Inch	LF	3470	\$14.20	\$49,274.00	
	29		29 Sidewalk Integral Pedestrian Curb	LF	115	\$30.00	\$3,450.00	
	30		30 Sawing Curb Head	LF	30	\$25.00	\$750.00	
	31		31 Sawing Concrete	LF	215	\$2.00	\$430.00	
	32		32 Sawing Asphalt	LF	230	\$1.50	\$345.00	
	33		33 Inlets Type N1	Each	11	\$1,475.00	\$16,225.00	
	34		34 Inlet Castings	Each	11	\$550.00	\$6,050.00	
	35		35 Inlet Castings Type C	Each	1	\$400.00	\$400.00	
	36		36 Manhole 4-FT Diameter	Each	3	\$2,150.00	\$6,450.00	
	37		37 Storm Manhole Casting	Each	2	\$405.00	\$810.00	
	38		38 Sanitary Sewer Repair	LS	1	\$9,200.00	\$9,200.00	
	39		39 12-Inch Storm Sewer	LF	171	\$77.00	\$13,167.00	
	40		40 15-Inch Storm Sewer	LF	513	\$72.00	\$36,936.00	
	41		41 18-Inch Storm Sewer	LF	36	\$112.00	\$4,032.00	
	42		42 Underground Detention System (78" DIA X 46' LONG)	LS	1	\$25,300.00	\$25,300.00	
	43		43 Lighting Assembly Type B	Each	19	\$3,997.20	\$75,946.80	
	44		44 Streetlight Base	Each	19	\$975.00	\$18,525.00	
	45		45 Pull Box	Each	1	\$750.00	\$750.00	
	46		46 Lighting Control Cabinet	Each	1	\$9,700.00	\$9,700.00	
	47		47 Electrical Wire Lighting 6 AWG	LF	1964	\$1.65	\$3,240.60	
	48		48 Electrical Wire lighting 4 AWG	LF	7656	\$2.40	\$18,374.40	
	49		49 Conduit, 2-Inch	LF	1964	\$6.50	\$12,766.00	
	50		50 Pavement Marking 4-Inch (Yellow)	LF	3695	\$0.85	\$3,140.75	
	51		51 Pavement Marking 6-Inch Crosswalk (White)	LF	215	\$1.25	\$268.75	
	52		52 Pavement Marking 8-Inch Channelizing (White)	LF	200	\$1.75	\$350.00	
	53		53 Pavement Marking 12-Inch Diagonal (Yellow)	LF	225	\$2.65	\$596.25	
	54		54 Pavement Marking 12-Inch Stop Bar (White)	LF	52	\$2.65	\$137.80	
	55		55 Pavement Marking Left Turn Arrow	Each	3	\$75.00	\$225.00	
	56		56 Pavement Marking Words	Each	2	\$95.00	\$190.00	
	57		57 Silt Fence	LF	1700	\$2.00	\$3,400.00	
	58		58 Inlet Protection	Each	15	\$50.00	\$750.00	
	59		59 Rock Bags	Each	30	\$10.00	\$300.00	
	60		60 Topsoil	SY	3400	\$6.00	\$20,400.00	
	61		61 Hydro-Seed	SY	3400	\$2.00	\$6,800.00	
	62		62 Construction Staking	LS	1	\$10,714.61	\$10,714.61	
	63		63 Televising Video Conversion Allowance	LS	1	\$5,000.00	\$5,000.00	
Total							\$818,964.96	

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred Res. No. 22-21-22 by Alderpersons Dekker and Perrella informing the Wisconsin Department of Natural Resources (WDNR) that the 2020 Compliance Maintenance Annual Report (CMAR) has been reviewed; 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. 20 - 21 - 22. By Alderpersons Dekker and Perrella. June 7, 2021.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2020 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2020 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2020 CMAR, and require no further action by council.

BE IT FURTHER RESOLVED: That the 2020 CMAR be accepted and placed on file.

PS adopt.

Grant Perrella
Dean Dekker

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

6/2/2021

2020

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	12.9752	x	105	x	8.34	=	11,314
February	11.4027	x	128	x	8.34	=	12,161
March	14.4866	x	113	x	8.34	=	13,632
April	12.1863	x	136	x	8.34	=	13,862
May	18.3097	x	87	x	8.34	=	13,266
June	13.7296	x	100	x	8.34	=	11,476
July	14.3943	x	113	x	8.34	=	13,539
August	12.5501	x	125	x	8.34	=	13,129
September	10.7535	x	142	x	8.34	=	12,755
October	10.0729	x	170	x	8.34	=	14,311
November	9.9506	x	174	x	8.34	=	14,471
December	9.6605	x	221	x	8.34	=	17,839

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2021 2020

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- Yes
- No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- Yes
- No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

- | Septic Tanks | Holding Tanks | Grease Traps |
|--------------------------------------|--------------------------------------|-------------------------------------|
| <input checked="" type="radio"/> Yes | <input checked="" type="radio"/> Yes | <input type="radio"/> Yes |
| <input type="radio"/> No | <input type="radio"/> No | <input checked="" type="radio"/> No |

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks
 Yes gallons

No

Holding Tanks
 Yes gallons

No

Grease Traps
 Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- Yes
- No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

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<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <p>We received food processing wastes primarily from dairy processing facilities.</p>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2021 2020

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	1	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	1	1	0	0
September	25	22.5	2	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	4	1	0	0
December	25	22.5	3	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N.A.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

2020-08-18

No

If No, please explain:

N.A.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

No significant issues which affected treatment.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

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Last Updated: Reporting For:
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<p>If Yes, please explain:</p> <p>N.A.</p>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <p>N.A.</p>
<p>4.3 If the blomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <p>N.A.</p>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2021 2020

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	6	1	0	0
March	30	27	5	1	0	0
April	30	27	5	1	0	0
May	30	27	5	1	0	0
June	30	27	3	1	0	0
July	30	27	3	1	0	0
August	30	27	3	1	0	0
September	30	27	3	1	0	0
October	30	27	3	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N.A.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2021 **2020**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.324	1	0
February	.9	0.236	1	0
March	.9	0.294	1	0
April	.9	0.253	1	0
May	.9	0.289	1	0
June	.9	0.216	1	0
July	.9	0.296	1	0
August	.9	0.326	1	0
September	.9	0.318	1	0
October	.9	0.365	1	0
November	.9	0.280	1	0
December	.9	0.235	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N.A.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Biosolids are purchased by an outside contractor for use as a soil conditioner.

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - EQ Dried Sludge - Dryer

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		9		<7.1		8.3			9.4	9.5		7.8			0	0
Cadmium		39		1.2		.84		.74			.93	1		.57			0	0
Copper		1500		464		462		395			474	477		464			0	0
Lead		300		29.3		40.5		25.3			30.8	35.5		31.1			0	0
Mercury		17		.49		.37		.47			.33	.3		.26			0	0
Molybdenum	60		75	9.9		9.9		8.2			9.3	11		11.3		0		0
Nickel				25.9		28.8		23.2			23.8	27.2		25.5		0		0
Selenium				4.6		3.3		3.1			5.4	4.6		5.4		0		0
Zinc		2800		588		694		547			673	768		730			0	0

Outfall No. 002 - LIQUID ANAEROBIC SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
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- No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
Exceedence Points
- 0 (0 Points)
 - 1 (10 Points)
 - > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- Yes (20 Points)
 - No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?
Has the source of the metals been identified?

N.A.

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2020 - 02/29/2020
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2020 - 04/30/2020
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2020 - 06/30/2020
Density:	14
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2020 - 08/31/2020
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2020 - 10/31/2020
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2020 - 12/31/2020
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

- 4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.
 4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?
 Yes (40 Points)

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Last Updated: Reporting For:
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<ul style="list-style-type: none"> ● No <p>If yes, what action was taken?</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N.A.</div>	0														
<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40%;">Outfall Number:</td><td style="text-align: center;">004</td></tr> <tr><td>Method Date:</td><td style="text-align: center;">01/02/2020</td></tr> <tr><td>Option Used To Satisfy Requirement:</td><td style="text-align: center;">Drying With Unstabilized Solids</td></tr> <tr><td>Requirement Met:</td><td style="text-align: center;">Yes</td></tr> <tr><td>Land Applied:</td><td style="text-align: center;">Yes</td></tr> <tr><td>Limit (if applicable):</td><td style="text-align: center;">>90</td></tr> <tr><td>Results (if applicable):</td><td style="text-align: center;">95.60</td></tr> </table>	Outfall Number:	004	Method Date:	01/02/2020	Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	Requirement Met:	Yes	Land Applied:	Yes	Limit (if applicable):	>90	Results (if applicable):	95.60	
Outfall Number:	004														
Method Date:	01/02/2020														
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids														
Requirement Met:	Yes														
Land Applied:	Yes														
Limit (if applicable):	>90														
Results (if applicable):	95.60														
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Outfall Number:	004														
Method Date:	03/02/2020														
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids														
Requirement Met:	Yes														
Land Applied:	Yes														
Limit (if applicable):	>90														
Results (if applicable):	96.20														
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Outfall Number:	004														
Method Date:	05/11/2020														
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids														
Requirement Met:	Yes														
Land Applied:	Yes														
Limit (if applicable):	>90														
Results (if applicable):	97.40														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40%;">Outfall Number:</td><td style="text-align: center;">004</td></tr> <tr><td>Method Date:</td><td style="text-align: center;">08/03/2020</td></tr> <tr><td>Option Used To Satisfy Requirement:</td><td style="text-align: center;">Drying With Unstabilized Solids</td></tr> <tr><td>Requirement Met:</td><td style="text-align: center;">Yes</td></tr> <tr><td>Land Applied:</td><td style="text-align: center;">Yes</td></tr> <tr><td>Limit (if applicable):</td><td style="text-align: center;">>90</td></tr> <tr><td>Results (if applicable):</td><td style="text-align: center;">98.20</td></tr> </table>	Outfall Number:	004	Method Date:	08/03/2020	Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	Requirement Met:	Yes	Land Applied:	Yes	Limit (if applicable):	>90	Results (if applicable):	98.20	
Outfall Number:	004														
Method Date:	08/03/2020														
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids														
Requirement Met:	Yes														
Land Applied:	Yes														
Limit (if applicable):	>90														
Results (if applicable):	98.20														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40%;">Outfall Number:</td><td style="text-align: center;">004</td></tr> <tr><td>Method Date:</td><td style="text-align: center;">09/28/2020</td></tr> <tr><td>Option Used To Satisfy Requirement:</td><td style="text-align: center;">Drying With Unstabilized Solids</td></tr> <tr><td>Requirement Met:</td><td style="text-align: center;">Yes</td></tr> <tr><td>Land Applied:</td><td style="text-align: center;">Yes</td></tr> <tr><td>Limit (if applicable):</td><td style="text-align: center;">>90</td></tr> <tr><td>Results (if applicable):</td><td style="text-align: center;">96.50</td></tr> </table>	Outfall Number:	004	Method Date:	09/28/2020	Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	Requirement Met:	Yes	Land Applied:	Yes	Limit (if applicable):	>90	Results (if applicable):	96.50	
Outfall Number:	004														
Method Date:	09/28/2020														
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids														
Requirement Met:	Yes														
Land Applied:	Yes														
Limit (if applicable):	>90														
Results (if applicable):	96.50														

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Outfall Number:	004	0
Method Date:	11/02/2020	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	94.80	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <p>N.A.</p>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <p>N.A.</p>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <p>No issues were encountered in 2020.</p>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sheboygan Wastewater Treatment Plant

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <p>N.A.</p> <p>Could use more help/staff for:</p> <p>N.A.</p> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <p>N.A.</p>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes (Continue with question 2) <input type="checkbox"/><input type="radio"/> No (40 points) <input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <p></p> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<ul style="list-style-type: none"><input type="radio"/> Paper file system<input type="radio"/> Computer system<input checked="" type="radio"/> Both paper and computer system<input type="radio"/> No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><input type="radio"/> Excellent<input checked="" type="radio"/> Very good<input type="radio"/> Good<input type="radio"/> Fair<input type="radio"/> Poor <p>Describe your rating:</p>	

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The facility has been proactively rebuilding key equipment, including clarifier drives, floating digester cover, pumps etc. which has improved reliability and reduced the number of maintenance calls.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

Steve Jossart

Certification No:

12990

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP		OIC		
		Advanced		OIT	Basic	Advanced
A1	Suspended Growth Processes	X				
A2	Attached Growth Processes					
A3	Recirculating Media Filters					
A4	Ponds, Lagoons and Natural					
A5	Anaerobic Treatment Of Liquid					
B	Solids Separation	X				
C	Biological Solids/Sludges	X				
P	Total Phosphorus	X				
N	Total Nitrogen					
D	Disinfection	X				
L	Laboratory					
U	Unique Treatment Systems					
SS	Sanitary Sewage Collection	X		NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance and is basic level only.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: <input type="radio"/> Averaging 6 or more CECs per year. <input type="radio"/> Averaging less than 6 CECs per year. Advanced Certification: <input checked="" type="radio"/> Averaging 8 or more CECs per year. <input type="radio"/> Averaging less than 8 CECs per year.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="Kaitlyn Kreuger"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(920) 459-3334"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 150px;" type="text"/></p>																	
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;">N.A.</div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2020"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																	
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2020"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																	
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 150px;" type="text" value="6,125,100.61"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="4,259,760.49"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,865,340.12"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="6,125,100.61"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	\$	<input style="width: 150px;" type="text" value="4,259,760.49"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,865,340.12"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="0.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="6,125,100.61"/>														
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	\$	<input style="width: 150px;" type="text" value="4,259,760.49"/>														
3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,865,340.12"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="0.00"/>														

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,865,340.12

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Balance was adjusted based off of an updated plant asset list which was developed in 2019 and finalized in 2020. The Equipment Replacement Fund Balance was adjusted accordingly so that the remaining cash balance can ultimately be used for infrastructure repairs and potential operational budget shortfalls.

0

3.3 What amount should be in your Replacement Fund? \$ 1,865,340.12

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

N.A.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing primary and secondary clarifier drives. The plan is to replace each clarifier drive over the course of the next 4 - 5 years.	800000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anaerobic zones.	900000	2023
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	3000000	2024
4	Influent Building HVAC system replacement	310,000	2021
5	Replacement aeration blower.	350000	2021
6	Update 6th and Pershing Lift Station. The lift station will be painted and the controls and electrical will be upgraded.	125,000	2023
7	Paint Indiana Lift Station. The lift station cans will be cleaned and painted.	100,000	2024
8	Screen/Scum Rejects System Upgrade. A redundant rejects system will be installed to provide continuous rejects processing when the existing rejects system is out of service.	125000	2022
9	Bleach and Bisulfite Tank Replacement	250000	2024

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10	Administrative Building HVAC Controls and air conditioning unit. The Admin building will be broken up into zones and the heating and air conditioning controls will be updated along with replacement of the air conditioning unit.	5,500,000	2024
11	Ferric Chloride Tank Replacement	150000	2025
12	Grit System Modifications. Baffles will be installed in the pista grit to improve both low and high flow performance.	125000	2024
13	Replace heat exchangers for the anaerobic digesters.	250,000	2023

5. Financial Management General Comments

N.A.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	70,787	344
February	58,823	362
March	74,101	318
April	62,432	153
May	84,133	60
June	75,115	4
July	61,062	0
August	46,943	0
September	46,773	0
October	38,939	6
November	44,067	149
December	55,308	222
Total	718,483	1,618
Average	59,874	180

6.1.2 Comments:

N.A.

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives

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Other:

6.2.2 Comments:

N.A.

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and The Department of Energy Better Plants Program to identify projects and improvements.

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We are looking at installing VFD's at our Kentucky avenue Lift Station and we are slowly changing our lighting over to LED.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	556,200	402.23	1,383	350.73	1,586	434
February	479,700	330.68	1,451	352.67	1,360	175
March	514,800	449.08	1,146	422.59	1,218	750
April	537,300	365.59	1,470	415.86	1,292	837
May	487,800	567.60	859	411.25	1,186	787
June	651,600	411.89	1,582	344.28	1,893	342
July	668,700	446.22	1,499	419.71	1,593	446
August	572,400	389.05	1,471	407.00	1,406	257
September	580,500	322.61	1,799	382.65	1,517	196
October	543,600	312.26	1,741	443.64	1,225	479
November	506,700	298.52	1,697	434.13	1,167	623
December	545,400	299.48	1,821	553.01	986	308
Total	6,644,700	4,595.21		4,937.52		5,634
Average	553,725	382.93	1,493	411.46	1,369	470

7.1.2 Comments:

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N.A.

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

Process water system pumping.

7.2.2 Comments:

N.A.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Installation of new blower and LED lighting.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

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<p><input checked="" type="radio"/> Yes</p> <p><input checked="" type="checkbox"/> Entire facility</p> <p>Year: <input type="text" value="2005"/></p> <p>By Whom: <input type="text" value="Focus on Energy"/></p> <p>Describe and Comment:</p> <div style="border: 1px solid black; padding: 5px;"><p>We are presently working with Focus on Energy and The Department of Energy Better Plants Program to identify projects and improvements.</p></div> <p><input type="checkbox"/> Part of the facility</p> <p>Year: <input type="text"/></p> <p>By Whom: <input type="text"/></p> <p>Describe and Comment:</p> <div style="border: 1px solid black; height: 20px;"></div>
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operation and maintenance. Improve sewer infrastructure through sewer replacement and lining. Eliminate sanitary sewer overflows.

Did you accomplish them?

- Yes
- No

If No, explain:

Due to an extreme rain event on 5/17/20 of approximately 6" of rain, we had three overflows of our system.

Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
 - New sewer and building sewer design, construction, installation, testing and inspection
 - Rehabilitated sewer and lift station installation, testing and inspection
 - Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - Fat, oil and grease control
 - Enforcement procedures for sewer use non-compliance
- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories

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Up-to-date sewer system map
 A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)] 0
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	14.26	% of system/year
Root removal	2.2	% of system/year
Flow monitoring	75	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	2.9	% of system/year
Manhole inspections	33.85	% of system/year
Lift station O&M	55	# per L.S./year
Manhole rehabilitation	32	% of manholes rehabbed
Mainline rehabilitation	0.49	% of sewer lines rehabbed

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Private sewer inspections % of system/year
 Private sewer I/I removal % of private services
 River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

We continue to refine the total miles of sanitary sewer system as the GIS system is implemented. The drop in miles year over year is the result of removing abandoned sewers from the calculation and only reporting the active sewers.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Total actual amount of precipitation last year in inches
 Annual average precipitation (for your location)
 Miles of sanitary sewer
 Number of lift stations
 Number of lift station failures
 Number of sewer pipe failures
 Number of basement backup occurrences
 Number of complaints
 Average daily flow in MGD (if available)
 Peak monthly flow in MGD (if available)
 Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)
 Sewer pipe failures (pipe failures/sewer mile/yr)
 Sanitary sewer overflows (number/sewer mile/yr)
 Basement backups (number/sewer mile)
 Complaints (number/sewer mile)
 Peaking factor ratio (Peak Monthly:Annual Daily Avg)
 Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	5/17/2020 6:00:00 PM - 5/17/2020 8:30:00 PM	404 North Ave	Broken Sewer, Broken Sewer	1,468
1	5/17/2020 6:30:00 PM - 5/17/2020 9:00:00 PM	2901 N. 6th St.	Rain	88,823
2	5/17/2020 10:00:00 PM - 5/18/2020 5:00:00 AM	515 Kiwanis Park Drive	Rain	331,771

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

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What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

We removed a bottle neck at the North Ave. lift stations, by replacing the 10" flow meter with a 16" flow meter, to increase maximum pumping capacity when all pumps are in operation. We permanently removed a dead end sewer line north of the North Ave lift station from service.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

Average flow for 2020 was 12.5 MGD which is approximately 15% higher than our average flow due to the high amount of precipitation received.

5.2 Has Infiltration/Inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

When we had excessive rains on 5/17/2020, there were three overflows reported.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

We lined approximately 5,247 feet of sewer line during 2020.

5.4 What is being done to address infiltration/inflow in your collection system?

The Lakeshore interceptor sewer was inspected and plans are in place to rebuild some of the manholes and protect them from high water levels. Lining of existing sewers will continue each year to improve sewer system and reduce the level of infiltration/inflow.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2021 2020

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Sheboygan

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

All three SSO's were the result of backed up sewers due to an extreme rain event on 5/17/2020, when approximately 6" of rain fell in a 12 hour time frame. Corrective actions that have been taken include removing a bottle neck caused by the discharge flow meter at our North Ave. Lift Station and capping a dead end sewer which surcharged due to high flow.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

IX

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred Gen. Ord. No. 8-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the northwest corner of S. 7th Street and Lakeshore Drive; 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

X

6.5

Gen. Ord. No. 8 - 21 - 22. By Alderpersons Dekker and Perrella.
June 7, 2021.

AN ORDINANCE placing a stop sign at the northwest corner of S. 7th Street and Lakeshore Drive.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring southbound traffic on S. 7th Street to stop at the intersection of S. 7th Street and Lakeshore Drive.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

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

*AS
adopt*

Garlo Perrella
Dean Dekker

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

IV

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred Gen. Ord. No. 9-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the northwest corner of S. 14th Street and Broadway Avenue; 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

X

6.6

Gen. Ord. No. 9 - 21 - 22. By Alderpersons Dekker and Perrella.
June 7, 2021.

AN ORDINANCE placing a stop sign at the northwest corner of S. 14th Street and Broadway Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring southbound traffic on S. 14th Street to stop at the intersection of S. 14th Street and Broadway Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

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

*By
adopt*

Grant Perrella

Dean Dekker

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 CLERK. July 6, 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>
2921	The Walkabout	2401 Calumet Drive - September 3-6, 2021 to include current premise plus west and North of building on grassy area to northwest side and west side spanning to the edge of property and area between the building and including the interior garage.

2921	The Walkabout	2401 Calumet Drive - August 21, 2021 to include current premise plus West and North of building on grassy area to northwest side and west side spanning to the edge of property and area between the building and including the interior garage.
------	---------------	---

PERMANENT CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3444	SS Northstar	3004 N. 8 th Street - to include entire building less basement include outdoor deck and north side of building and lawn and patio, outlined by bushes and rock wall.

ARHS

CLASS "A" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3496	Goodside Grocery Co-op (Goodside Grocery)	1131 N. 8 th Street

III

Res. No. _____ - 21 - 22. By Alderperson Mitchell. July 6, 2021.

A RESOLUTION pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Lincoln Estates subdivision in the Town of Sheboygan.

RESOLVED: That pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan, the final plat of Lincoln Estates subdivision, located in part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, is hereby approved.

City Plan

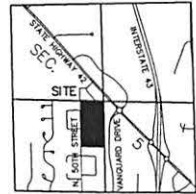
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LINCOLN ESTATES

Being a part of the NE 1/4 of the 35th 1st and the NW 1/4 of the 36th 1st of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin.

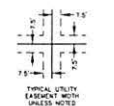


LOCATION MAP
SCALE: 1" = 2000'

STH 42 SETBACK RESTRICTION:
NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.26(3), WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

STH 42 ACCESS RESTRICTION:
AS OWNER I HEREBY RESTRICT ALL LOTS AND BLOCKS IN THAT NO OWNER, POSSESSOR, USER, OR LICENSEE NOR OTHER PERSON SHALL HAVE ANY RIGHT OF DIRECT VEHICULAR ACCESS OR EGRESS WITHIN 30' AS SHOWN ON THE PLAN. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO 236.26(3), WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

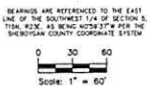
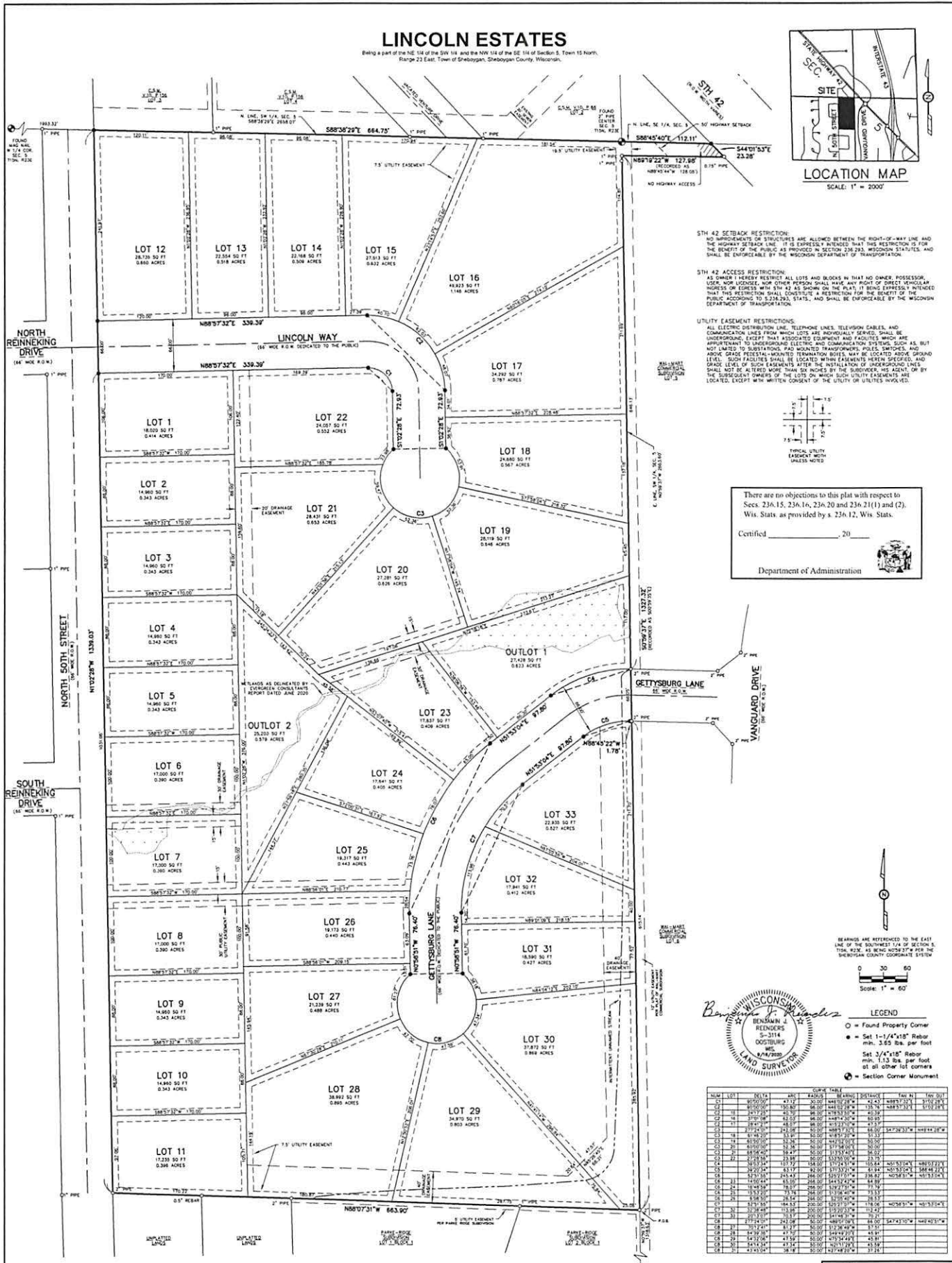
UTILITY EASEMENT RESTRICTIONS:
ALL ELECTRIC DISTRIBUTION LINES, TELEPHONE LINES, TELEVISION CABLES, AND COMMUNICATION LINES FROM WHICH LOTS ARE INDIVIDUALLY SERVED SHALL BE UNDERGROUND, EXCEPT THAT ASSOCIATED EQUIPMENT AND FACILITIES WHICH ARE NECESSARY TO MAINTAIN UNDERGROUND ELECTRIC AND COMMUNICATION SYSTEMS, SUCH AS BUT NOT LIMITED TO SUBSTATIONS, PAD MOUNTED TRANSFORMERS, POLES, SWITCHES, AND ABOVE GROUND PIPES, UNMOUNTED TERMINATION BOLES, MAY BE LOCATED ABOVE GROUND LEVEL. SUCH FACILITIES SHALL BE LOCATED WITHIN EASEMENTS HEREIN SPECIFIED, AND GRADE LEVEL OF SUCH EASEMENTS AFTER THE INSTALLATION OF UNDERGROUND LINES SHALL NOT BE ALTERED MORE THAN SIX INCHES BY THE SUBDIVIDER, HIS AGENT, OR BY THE SUCCESSOR OWNERS OF THE LOTS ON WHICH SUCH UTILITY EASEMENTS ARE LOCATED, EXCEPT WITH WRITTEN CONSENT OF THE UTILITY OR UTILITIES INVOLVED.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



Benjamin J. Reinders
BENJAMIN J. REINDERS
REGISTERED PROFESSIONAL LAND SURVEYOR
WISCONSIN

- LEGEND
- = Found Property Corner
 - = Set 1-1/4"x18" Rebar min. 3.50 lbs. per foot
 - = Set 3/4"x18" Rebar min. 1.13 lbs. per foot at all other lot corners
 - ⊙ = Section Corner Monument

STATION	LOT	DELTA	ARC	SQUARE FEET	PERCENTAGE	END PT.	AREA SQ FT
01	000000	0.00	0.00	0.00	0.00	0.00	0.00
02	000000	0.00	0.00	0.00	0.00	0.00	0.00
03	000000	0.00	0.00	0.00	0.00	0.00	0.00
04	000000	0.00	0.00	0.00	0.00	0.00	0.00
05	000000	0.00	0.00	0.00	0.00	0.00	0.00
06	000000	0.00	0.00	0.00	0.00	0.00	0.00
07	000000	0.00	0.00	0.00	0.00	0.00	0.00
08	000000	0.00	0.00	0.00	0.00	0.00	0.00
09	000000	0.00	0.00	0.00	0.00	0.00	0.00
10	000000	0.00	0.00	0.00	0.00	0.00	0.00
11	000000	0.00	0.00	0.00	0.00	0.00	0.00
12	000000	0.00	0.00	0.00	0.00	0.00	0.00
13	000000	0.00	0.00	0.00	0.00	0.00	0.00
14	000000	0.00	0.00	0.00	0.00	0.00	0.00
15	000000	0.00	0.00	0.00	0.00	0.00	0.00
16	000000	0.00	0.00	0.00	0.00	0.00	0.00
17	000000	0.00	0.00	0.00	0.00	0.00	0.00
18	000000	0.00	0.00	0.00	0.00	0.00	0.00
19	000000	0.00	0.00	0.00	0.00	0.00	0.00
20	000000	0.00	0.00	0.00	0.00	0.00	0.00
21	000000	0.00	0.00	0.00	0.00	0.00	0.00
22	000000	0.00	0.00	0.00	0.00	0.00	0.00
23	000000	0.00	0.00	0.00	0.00	0.00	0.00
24	000000	0.00	0.00	0.00	0.00	0.00	0.00
25	000000	0.00	0.00	0.00	0.00	0.00	0.00
26	000000	0.00	0.00	0.00	0.00	0.00	0.00
27	000000	0.00	0.00	0.00	0.00	0.00	0.00
28	000000	0.00	0.00	0.00	0.00	0.00	0.00
29	000000	0.00	0.00	0.00	0.00	0.00	0.00
30	000000	0.00	0.00	0.00	0.00	0.00	0.00
31	000000	0.00	0.00	0.00	0.00	0.00	0.00
32	000000	0.00	0.00	0.00	0.00	0.00	0.00

NOTES:
• ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDRETH OF A FOOT.
• ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
• 79,712 SQUARE FEET ARE DEDICATED TO THE PUBLIC FOR ROAD RIGHT OF WAY PURPOSES.
• ALL UTILITY EASEMENT LINES ARE 7.5' OFF PROPERTY LINES.

OWNER/SUBDIVIDER:
MAY REINDERS
AMERICAN DREAM BUILDERS
1715 MILLION VIEW CT
SHEBOYGAN, WI 53081

ENGINEER:
DR. BROMWICH
39 S.W. DESIGN AND ENGINEERING, LLC
1179 KENOSHA AVE.
SHEBOYGAN, WI 53081

SUBDIVIDER:
BENJAMIN J. REINDERS
CEDAR CREEK SURVEYING, LLC
841 CENTER AVE., SUITE 1
DOSTBURG, WI 53070

841 Center Avenue, Suite 1
Dostburg, WI 53070
920-647-0206

CEGAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

REVISED: 12/21/2020
REVISED: 11/25/2020
DATE: 8/26/2020
SHEET 1 OF 2

LINCOLN ESTATES

Being a part of the NE 1/4 of the 201 1st and the NW 1/4 of the SE 1/4 of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Benjamin J. Reinders, Professional Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped Lincoln Estates, being a part of the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at South 1/4 corner of said Section 5, thence N2°53'37"W 1118.63 feet along the East line of said Southwest 1/4 to the Northeast corner of Parke Ridge Subdivision and the POINT OF BEGINNING; of this description, thence N85°27'11"W 663.50 feet along the North line of said Parke Ridge Subdivision; thence N1°32'28"W 1139.03 feet along the East right-of-way line of South 1/2 Street; thence S88°32'07"E 664.79 feet along the North line of said Southwest 1/4 to the Center of said Section 5; thence S88°45'40"E 112.11 feet along the North line of said Southwest 1/4, thence S44°31'51"E 113.28 feet along the Southwest right-of-way line of State Highway 42; thence N89°19'21"W 122.98 feet; thence S2°59'27"E 1127.31 feet along the East line of said Southwest 1/4 and the West line of Wal Mart Subdivision to the point of beginning.

This parcel contains 892.615 square feet or 20.492 acres.

I further certify that I have made such survey, land division, and plat by the direction of American Dream Builders of Sheboygan County, LLC, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision ordinance of the Town of Sheboygan, Wisconsin, in surveying, dividing, and mapping the same.

Dated this 16th day of September, 2020.

Benjamin J. Reinders
Benjamin J. Reinders



OWNER'S CERTIFICATE OF DELEGATION

American Dream Builders of Sheboygan County, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company covered the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

American Dream Builders of Sheboygan County, LLC, does further certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Wisconsin Department of Administration
Wisconsin Department of Transportation
Town of Sheboygan
City of Sheboygan
Sheboygan County Planning Department

American Dream Builders of Sheboygan County, LLC

Michael L. Warner, Sole Member

STATE OF WISCONSIN
SHEBOYGAN COUNTY

Personally came before me this 16th day of September, 2020, Michael L. Warner of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Sole Member of said limited liability company and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company, to its authority.

Notary Public

My Commission expires

TOWN OF SHEBOYGAN RESOLUTION

Resolved that this plat titled "Lincoln Estates" located in the Town of Sheboygan, being developed by American Dream Builders of Sheboygan County, LLC, is hereby APPROVED by the Town Board of the Town of Sheboygan.

Town Chair _____ Date _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Sheboygan.

Town Clerk _____ Date _____

CITY OF SHEBOYGAN COMMON COUNCIL RESOLUTION

Resolved that this plat titled "Lincoln Estates" located in the Town of Sheboygan is hereby approved by the Common Council of the City of Sheboygan on this _____ day of _____, 2020.

Mayor _____ Date _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Sheboygan.

City Clerk _____ Date _____

COUNTY OF SHEBOYGAN PLANNING DEPARTMENT CERTIFICATE

Resolved that this plat titled "Lincoln Estates" located in the Town of Sheboygan is hereby approved by the Sheboygan County Planning Department, on this _____ day of _____, 2020.

Title _____

CERTIFICATE OF TOWN TREASURER

I, _____ being the duly appointed, qualified and acting treasurer of the Town of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____, 2020, on any of the lands included in Lincoln Estates.

Dated this _____ day of _____, 2020.

Town Treasurer _____

CERTIFICATE OF COUNTY TREASURER

I, _____ being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unredemmed tax sales or no unpaid taxes or special assessments as of _____, 2020 on any of the lands included in Lincoln Estates.

Dated this _____ day of _____, 2020.

County Treasurer _____

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



American Dream Builders

1715 Willow View Ct

Sheboygan, WI 53081

June 28, 2021

Ms. Meredith DeBruin

~~Clerk of Courts~~ City of Sheboygan - *City Clerk*

828 Center Avenue

Sheboygan, WI 53081

Dear Ms. DeBruin

As part of the proposed land development for Lincoln Estates subdivision in the Town of Sheboygan, I'm looking for an application for extraterritorial review and approval of the final subdivision plat. Please add this to the agenda for the July Planning Commission meeting. Let me know if you have any questions.

Sincerely,



Mike Werner

President: American Dream Builders

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
July 6, 2021.

A RESOLUTION authorizing the sale of land in the SouthPointe Enterprise Campus.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and S2A Investments 22, LLC, thereby authorizing the sale of the property and removing the contingency for Common Council approval found at lines 526-527 of the Vacant Land Offer to Purchase.

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

FAP

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 28, 2021 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, S2A Investments 22, LLC
4 _____, offers to purchase the Property

5 known as [Street Address] _____ (see description at lines 458-459)
6 in the City _____ of Sheboygan _____, County of Sheboygan _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Eight Hundred Twenty-five Thousand and 00/100
9 _____ Dollars (\$ 825,000.00 _____).

10 ■ EARNEST MONEY OF \$ 0 _____ accompanies this Offer and earnest money of \$ 20,000.00
11 will be mailed, or commercially or personally delivered within five (5) _____ days of acceptance to ~~listing broker or~~
12 the closing agent, Woodland Title Services _____.

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

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

18 ■ NOT INCLUDED IN PURCHASE PRICE: Property sale is limited to vacant, unimproved land
19 _____

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

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

24 ■ ZONING: Seller represents that the Property is zoned: SI Suburban Industrial _____.

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before July 13, 2021 _____. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

40 Seller's recipient for delivery (optional): Todd Wolf, City Administrator _____

41 Buyer's recipient for delivery (optional): Brian Kuzdas, CEO _____

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (_____) _____

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

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 828 Center Avenue, Suite 312, Sheboygan, WI 53081 _____

50 Delivery address for Buyer: 24360 Village Walk Place, Suite A, Murrieta, CA 92562 _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): todd.wolf@sheboyganwi.gov _____

56 E-Mail address for Buyer (optional): brian@s2amodular.com _____

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

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

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

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than November 30, 2021
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

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

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

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

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

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

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

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat ch 90)
174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
187 according to applicable regulations.

188 (Definitions Continued on page 5)

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

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

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

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

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.

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

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

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

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 263 Property, or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 277 charge or the payment of a use-value conversion charge has been deferred.
- 278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 285 closing, expire at midnight of that day.
- 286 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 287 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 288 significantly shorten or adversely affect the expected normal life of the premises.
- 289 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 291 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 293 docks/piers on permanent foundations.
- 294 ■ **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING

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

306 ~~PROPOSED USE CONTINGENCIES:~~ Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

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

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

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

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

328 other: _____

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

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

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE:~~ electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

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

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other architectural review board approval _____ ~~CHECK ALL THAT APPLY,~~ and delivering
349 written notice to Seller if the item cannot be obtained. all within 120 days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon ~~Buyer obtaining~~ (Seller providing) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property ~~dated subsequent to the date of acceptance of this Offer~~ prepared by a
353 registered land surveyor, within 120 days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show ~~minimum of _____ acres, maximum of _____ acres,~~ the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, ~~and:~~

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 30 days ^{before closing} ~~after acceptance~~ ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** The property subject to this Offer is described as Parcel Nos. 59281470998
459 (31.906 acres), 59281470991 (2.996 acres), and 59281470992 (4.778 acres).

460 The purchase price is contingent upon Buyer obtaining, prior to closing, renewable energy incentive funds connected to Parcel Nos.
461 59281470991 and 59281470992 in the amount of \$188,734.00. Should said incentives not be forthcoming, the purchase price shall
462 be reduced to Seven Hundred Ninety-three Thousand Six Hundred and 00/100 Dollars (\$793,600.00).

463 _____
464 _____

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

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

513 This contingency shall be deemed satisfied unless Buyer, within 90 days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** This transaction is contingent upon approval by the City of Sheboygan
527 Common Council. The City Administrator agrees to advocate for approval of this transaction.

528 This transaction is contingent upon the parties entering into a developer's agreement related to the construction of a commercial
529 factory on the premises. Said developer's agreement shall include provisions related to renewable energy incentives, continuation
530 of business operations, and a right of first refusal for seller to repurchase the property.

531 Seller agrees to pay into escrow a fee of \$50,000 from the proceeds of closing toward the cost of a feasibility study. Buyer has
532 engaged Santa Rosa Development Consultants to provide such a study in support of determining the suitability of the site for sales
533 and delivery of its custom factory-built modular homes throughout Wisconsin. The escrow agent may pay the consultant from
534 escrow upon provision of verified statements of the cost. Any balance remaining in escrow shall be refunded to the Seller within 30
535 days after start of construction.

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

536 DocuSigned by: _____ on June 28, 2021

537 (x) Brian Kuzdas Brian Kuzdas, CEO 6/29/2021
538 Buyer's Signature ▲ Print Name Here ► Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Date ▲

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

542 _____ Broker (by)

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

546 (x) Ryan Sorenson Ryan Sorenson, Mayor 6/30/2021
547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) Meredith DeBruin Meredith DeBruin, City Clerk 6/30/2021
549 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ Seller Initials ▲ , Date ▲

VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. July 6, 2021.

Your Committee to whom was referred Res. No. 23-21-22 by Alderpersons Mitchell, Filicky-Peneski, Bohren and Felde updating the policy for applying the undesignated fund balance for the General Fund's ensuing year's budget; recommends adopting the Resolution.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

Res. No. 23 - 21 - 22. By Alderpersons Mitchell, Filicky-Peneski, Bohren, and Felde. June 21, 2021.

A RESOLUTION updating the policy for applying the undesignated fund balance for the General Fund's ensuing year's budget.

WHEREAS, in Res. No. 46-12-13, the City of Sheboygan updated its policy regarding the amount of undesignated fund balance it should retain in reserve; and

WHEREAS, Res. No. 46-12-13 increased the amount of undesignated fund balance to be retained in reserve from 18% to 25%; and

WHEREAS, this change was done as part of the City of Sheboygan's process to implement the Governmental Accounting Standards Board (GASB)'s standard for governmental fund balance reporting and governmental fund type definitions found in GASB #54; and

WHEREAS, Res. No. 46-12-13 identified one objective of the City of Sheboygan as "to preserve the credit worthiness of the City for issuing debt at favorable interest rates and to provide working capital for the City to meet cash flow needs during the year"; and

WHEREAS, the City still desires to accomplish this objective; and

WHEREAS, the City also desires to provide a clear statement regarding its intent to use undesignated fund balance for capital projects and, where possible and appropriate, to use undesignated fund balance rather than issuing debt to fund capital projects; and

WHEREAS, it is the City's intent that this Resolution set forth the current policy with respect to the use of undesignated fund balance.

NOW, THEREFORE, BE IT RESOLVED: That the amount of undesignated fund balance for the General Fund that is applied to the budget for the ensuing year shall not reduce the undesignated fund balance below an amount equal to 25% of the ensuing year's budgeted General Fund expenditures (the "Reserve").

F+P

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Common Council expressly indicates its intent to consider the use of undesignated fund balance above the Reserve for capital projects, with the express idea that this may reduce the amount of debt it is necessary for the City to issue.

R. Emily Gust

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

62

R. C. No. 62 - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 24-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Permanent Easement, Underground Utility Easements, and a Temporary Easement between the City of Sheboygan and its Board of Water Commissioners, that are specific to the new Raw Water Improvements Project; recommends to refer to Marian, Parks, and Forestry Commission for further consideration.

_____ 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

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 24 - 21 - 22. By Alderpersons Dekker and Perrella. June 29, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Permanent Easement, Underground Utility Easements, and a Temporary Easement between the City of Sheboygan and its Board of Water Commissioners, that are specific to the new Raw Water Improvements Project.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the three (3) Easement documents, copies of which are attached.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the ____ day of July, 2021.

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Mark J. Smith
Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ____ day of July, 2021, Gerald R. Van De Kreeke and Mark J. Smith of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

Notary Public, State of Wisconsin
My commission expires _____

This document is authorized by and in accordance with Res. No. -21-22 .

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

EXHIBIT A.2
PERMANENT UTILITY EASEMENT

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property and the point of beginning of the PERMANENT EASEMENT; thence the following bearings and distances along the north property line of said property: N. 33°-25'-00" E. 83.84 feet, thence N. 61°-00' 11" E. 87.30 feet to a Lake Michigan rock revetment; thence northwesterly N. 42°-10'-35" W along the top of said Lake Michigan rock revetment 271.99 feet; Thence S. 47°-54'-57" W , 92.41 feet; thence S. 37°-47'-49" E, 203.56 feet; thence S. 05°-57'-14" W, 34.09 feet, thence S. 54°-34'-11" W, 35.85 feet, thence S. 02°-39'-01" E, 35.16 feet, thence S. 58°-38'-25" E, 46.16 feet to the west line of the Sheboygan Water Utility property, thence N. 10°-54'-05" W along said west line, 23.17 feet to the northwesterly corner of the Sheboygan Water Utility property and the point of beginning.

This parcel containing **30,315 SF**, or 0.69 Acre more or less.

**EXHIBIT B.2
UTILITY EASEMENTS**

Utility Easement #1

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N. 00°-35'-44" W. 525.21 feet; thence easterly at a right angle N. 89°-24'-16" E, 56.25 feet, to the point of beginning of the UTILITY EASEMENT; thence S. 10°-54'-02" E. 96.46 feet; thence S. 39°-15'-25" E. 33.13 feet; thence N. 83°-53'-32" W. 54.53 feet; thence N. 06°-32'-23" E. 69.85 feet; thence N. 16°-18'-53" W. 62.75; thence S. 58°-38'-25" E. 28.92 feet to the point of beginning.

This parcel containing **3067 SF**, or 0.07 Acres more or less.

Utility Easement #2

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N. 00°-35'-44" W. 586.63 feet; thence easterly at a right angle N. 89°-01'-12" E, 18.67 feet to the point of beginning of the UTILITY EASEMENT; thence N. 16°-07' 16" W. 10.72 feet; thence N. 06°-53' 13" E. 73.90 feet; thence S. 37°-47' 49" E., 39.22 feet; thence S. 05°-57' 14" W. 34.09 feet; thence S. 54°-34' 11" W. 32.38 feet to the point of beginning.

This parcel containing **1666 SF**, or 0.04 Acres more or less.

Utility Easement #3

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N. 00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property; thence N. 33°-25'-00" E, 83.84 feet along the property boundary for Sheboygan Water Utility, thence N. 61°-00'-11" E, 87.30 feet along said property boundary; thence N. 42°-10'-35" W., 271.99 feet along the rock revetment of Lake Michigan; thence S. 47°-54'-57" W., 24.68 feet to the point of beginning of the UTILITY EASEMENT; thence S. 47°-54'-57" W., 21.42 feet; thence N. 87°-38'-24" W., 25.82 feet; thence N. 44°-28'-24" W., 40.59 feet; thence N. 47°-50'-53" E, 15.01 feet along the Southeasterly boundary of VOLLRATH BOULEVARD Right-of-way as referenced to CSM A-19009 filed 06-26-90; thence S. 44°-28'-24" E, 34.05 feet; thence S. 87°-38'-24" E, 35.18 feet to the point of beginning.

This parcel containing **1017 SF**, or 0.02 Acres more or less.

Utility Easement #4

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N. 00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property; thence N. 33°-25'-00" E, 83.84 feet along the property boundary for Sheboygan Water Utility, thence N. 61°-00'-11" E, 87.30 feet along said property boundary; thence N. 42°-10'-35" W., 271.99 feet along the rock revetment of Lake Michigan; thence S. 47°-54'-57" W., 92.41 feet; thence S. 37°-47'-49" E., 22.84 feet to the point of beginning of the UTILITY EASEMENT; thence S. 37°-47'-49" E., 17.50 feet; thence S. 83°-13'-56" W., 64.71 feet; thence S. 89°-05'-43" W., 93.07 feet; thence N. 47°-50'-53" E., 22.75 feet along the Southeasterly boundary of VOLLRATH BOULEVARD Right-of-way as referenced to CSM A-19009 filed 06-26-90; thence N. 89°-05'-43" E., 75.20 feet; thence N. 83°-13'-56" E., 54.92 feet to the point of beginning.

This parcel containing **2159 SF**, or 0.05 Acres more or less.

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the ____ day of July, 2021.

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Mark J. Smith
Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ____ day of July, 2021, Gerald R. Van De Kreeke and Mark J. Smith of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

Notary Public, State of Wisconsin
My commission expires _____

This document is authorized by and in accordance with Res. No. ____-21-22.

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

**EXHIBIT C.2
TEMPORARY EASEMENT**

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N. 00°-35'-44" W. 549.52 feet; thence easterly at a right angle N. 89°-01'-12" E, 17.09 feet, this point being also along the westerly line of the Permanent Utility Easement and the point of beginning of the TEMPORARY EASEMENT; thence the following bearings and distances along the west property line of said property: N. 02°-39'-01" W. 35.16 feet; thence N. 54°-34'-11" E. 35.85 feet; thence N. 05°-57'-14" E, 34.09 feet; thence N. 37°-47'-49" W, 203.56 feet; thence N. 47°-54'-57" E, 92.41 feet to a Lake Michigan rock revetment; thence northwesterly N. 42°-10'-35" W, along the top of said Lake Michigan rock revetment 58.71 feet to the south line of Vollrath Blvd.; Thence S. 47°-50'-53" W, 97.95 feet along said south line, thence S. 37°-47'-49" E, 214.09 feet, thence S. 41°-18'-51" W, 147.13 feet, thence S 06°-13'-10" W, 20.40 feet, thence N. 84°-47'-19" E, 105.66 feet to the westerly line of the Permanent Utility Easement and the point of beginning.

This parcel containing **16,927 SF**, or 0.38 Acre more or less.



R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. July 6, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 25-21-22 by Alderpersons Dekker and Perrella authorizing the Purchasing Agent to issue a purchase order for the purchase of (1) Bobcat Brand Toolcat Tool Carrier vehicle and related attachments for the Department of Public Works Motor Vehicle Fleet; 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

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 25 - 21 - 22. By Alderpersons Dekker and Perella. June 29, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of (1) Bobcat Brand Toolcat Tool Carrier vehicle and related attachments for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, the Department of Public Works ("Department") currently has a 2016 model Wacker-Neuson medium size end loader ("Loader");

WHEREAS, since new, the Loader has proven itself to be less than stable due to its high center of gravity and narrow wheelbase width; and

WHEREAS, due to safety concerns with the Loader, the Loader has been removed from service; and

WHEREAS, the Department currently has several Bobcat Brand Toolcat Tool Carrier vehicles ("Toolcat"), which have proven to be both safe and effective; and

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

WHEREAS, an additional Toolcat is available from Miller Implements under the Sourcewell National Purchasing Plan; and

WHEREAS, Miller Implements has offered the City \$30,850.00 if it trades in the Loader toward the purchase of an additional Toolcat; and

WHEREAS, based upon the most recent pre-owned market data for Loaders of similar age and hours of usage, the trade-in offer from Miller Implements is fair and reasonable; and

WHEREAS, with the trade-in applied against the Sourcewell pricing, the net cost for the Toolcat, related attachments, setup, and delivery is \$25,881.51.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Miller Implements for the purchase of the Toolcat in the amount of \$25,881.51.

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

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Toolcat in the amount of \$25,881.51 from Account No. 70136100-641100.

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. July 6, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 26-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the payment of UMR invoices for administrative fees, transplant, and stop-loss coverage; 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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 26 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
June 28, 2021.

A RESOLUTION authorizing the payment of UMR invoices for administrative fees, transplant, and stop-loss coverage:

WHEREAS, the City of Sheboygan is a self-insured organization; and

WHEREAS, the City of Sheboygan has contracted with UMR as a vendor for health insurance products.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator is authorized to pay the attached July 2021 UMR invoice in the amount of \$76,517.33 for administrative fees, transplant and stop-loss coverage.

F&P

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



CITY OF SHEBOYGAN - 76410812 - Division 001

July 2021

[VIEW TOTALS FOR DIVISION 001](#) | [VIEW TOTALS FOR ALL DIVISIONS](#)

ADMINISTRATIVE FEES - BALANCE FORWARD AS OF 06/20/2021: \$17,168.63

Payable to: UMR US BANK ST. PAUL, MN ABA number: 091000022 - 847 Account number: 104796863421	<table border="0"> <thead> <tr> <th>COVERAGE</th> <th>INVOICE</th> <th>PLAN</th> <th>DIVISION</th> <th>AMOUNT DUE</th> </tr> </thead> <tbody> <tr> <td>HEALTH</td> <td>0011394000</td> <td>767000410812</td> <td>001</td> <td>\$16,922.63</td> </tr> </tbody> </table>	COVERAGE	INVOICE	PLAN	DIVISION	AMOUNT DUE	HEALTH	0011394000	767000410812	001	\$16,922.63
COVERAGE	INVOICE	PLAN	DIVISION	AMOUNT DUE							
HEALTH	0011394000	767000410812	001	\$16,922.63							

TOTAL AMOUNT DUE: \$16,922.63
DUE DATE: 07/01/2021

Wire (Due 7-1-2021):

Acct 70411030.521500 - \$16,922.63 (Health)
 Acct 70411030.540206 - \$59,594.70 (Transplant/Stop Loss)

INSURED FEES - BALANCE FORWARD AS OF 06/20/2021: \$59,550.71

COVERAGE	INVOICE	PLAN	DIVISION	AMOUNT DUE
TRANSPLANT	0011393998	UNITED HEALTH	001	\$3,529.95
STOP LOSS	0011393999	VOYA	001	\$56,064.75

TOTAL AMOUNT DUE: \$59,594.70
DUE DATE: 07/01/2021

TOTAL BALANCE DUE: \$153,236.67

All invoices are due upon receipt and considered late if full payment is not received prior to the last day of the billed month. Be sure to include your 8-digit group number when submitting all payments. If UMR is remitting to any carriers on your behalf, payment must be received no later than 3 business days prior to the end of the billed month to allow for processing and timely remittance. Email questions to UMR_AR@umr.com

Electronic payments must be initiated 5 business days prior to the end of the billed month to ensure payments post to your account prior to the last business day of the month. Please pay as billed and use your normal enrollment method to submit additions, terminations and changes to the enrollment unit. Adjustments will appear on your next statement. Email any questions to UMR-InternetInvoice@umr.com.

II

R. O. No. 31 - 21 - 22. By CITY PLAN COMMISSION. June 21, 2021.

Your Commission to whom was referred Gen. Ord. No. 4-21-22 by Alderperson Dekker and R. O. No. 22-21-22 by City Clerk to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land on N. 15th Street - Part of Parcel #59281550000 from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, June 15, 2021, and after due consideration, recommends approving the Ordinance and filing the R. O.

CITY PLAN COMMISSION

*Sup
over*

~~A~~

6.1

Gen. Ord. No. 4 - 21 - 22. By Alderperson Dekker. June 7, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land on N. 15th Street - Part of Parcel #59281550000 from Class Urban Residential (UR-12) to Class Urban Commercial (UC) 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 Residential (UR-12) to Class Urban Commercial (UC) Classification:

Vacant land on N. 15th Street - Part of Parcel #59281550000:

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.

City Plan

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



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

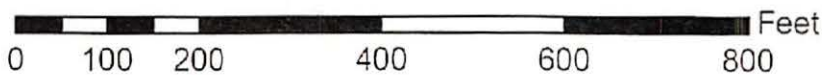
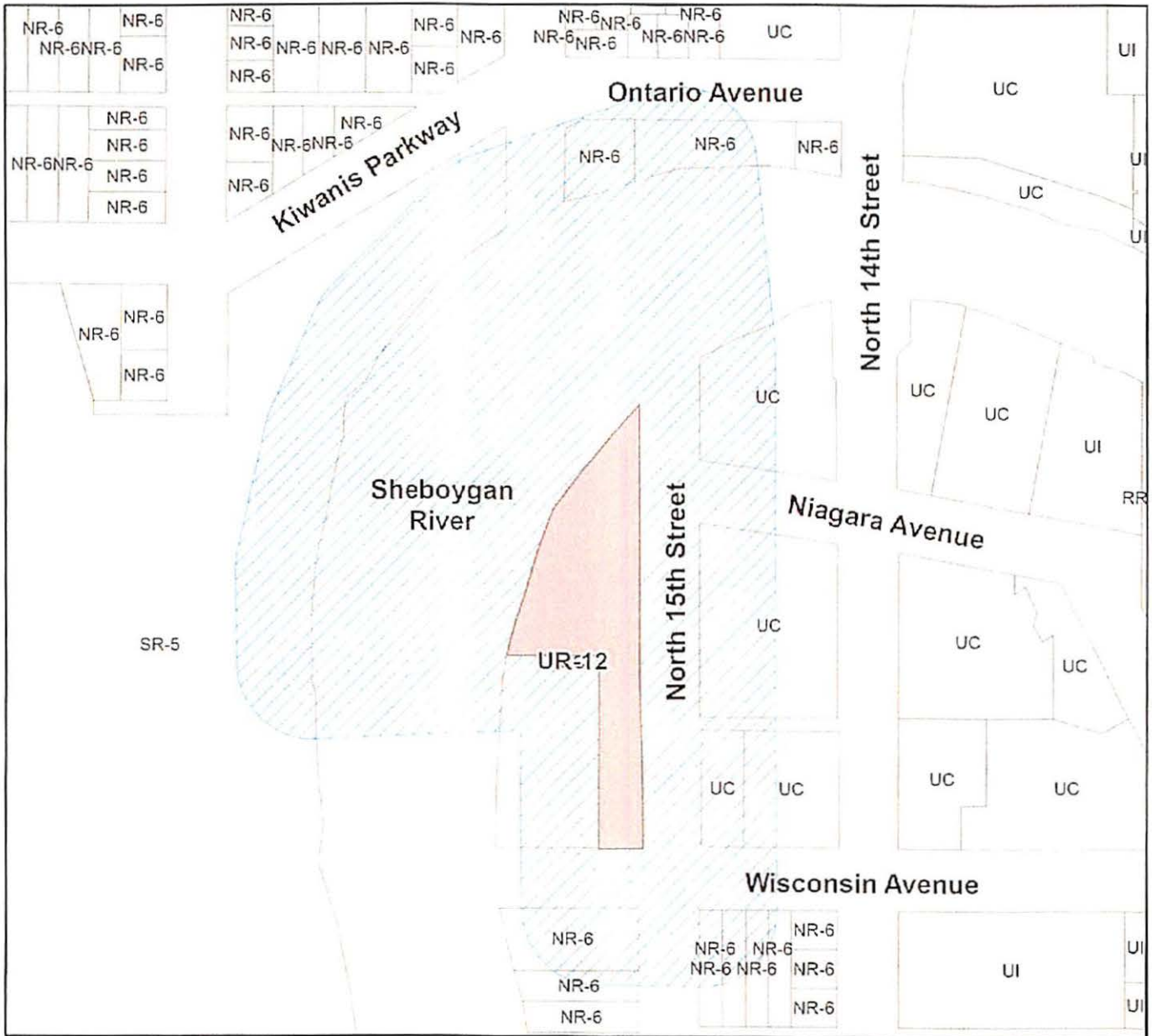
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28° 22' 52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.



II

R. O. No. 20 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting an application from Paul Weaver, Watershed Development, LLC, for a change in zoning classification of vacant land on N. 15th Street (Part of Parcel #59281550000) from Class Urban Residential (UR-12) to Class Urban Commercial (UC).

CityPlas

CITY CLERK

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
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: Watershed Development, LLC
PHONE NO.: (414) 731-0795
ADDRESS: 7722 Hawthorne Rd., Mequon, WI 53097
E-MAIL: pweaver832@aol.com

OWNER OF SITE: Water's Edge Development of Sheboygan, LLC
PHONE NO.: (414) 731-0795

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Vacant land on N. 15 St.

LEGAL DESCRIPTION: See attached.

PARCEL NO. Part of 59281550000 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: UR-12

PROPOSED ZONING DISTRICT CLASSIFICATION: UC

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Residential Condominium.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Boutique Hotel.

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? The proposed amendment will allow a desirable and neighborhood compatible development to take place, i.e. boutique hotel development, that would not occur but for the amendment.

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

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

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The proposed amendment allows a development that is consistent with the adjoining character, maintains the environs of the subject property, increases the tax base of the subject property and is aesthetically pleasing to the general area of the subject property, and in particular the adjoining Sheboygan River.

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

See reasons stated above.

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

4.21.22

DATE

Paul C. Weaver

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.

ATTACHMENT TO APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

LEGAL DESCRIPTION

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.

PLAT OF SURVEY

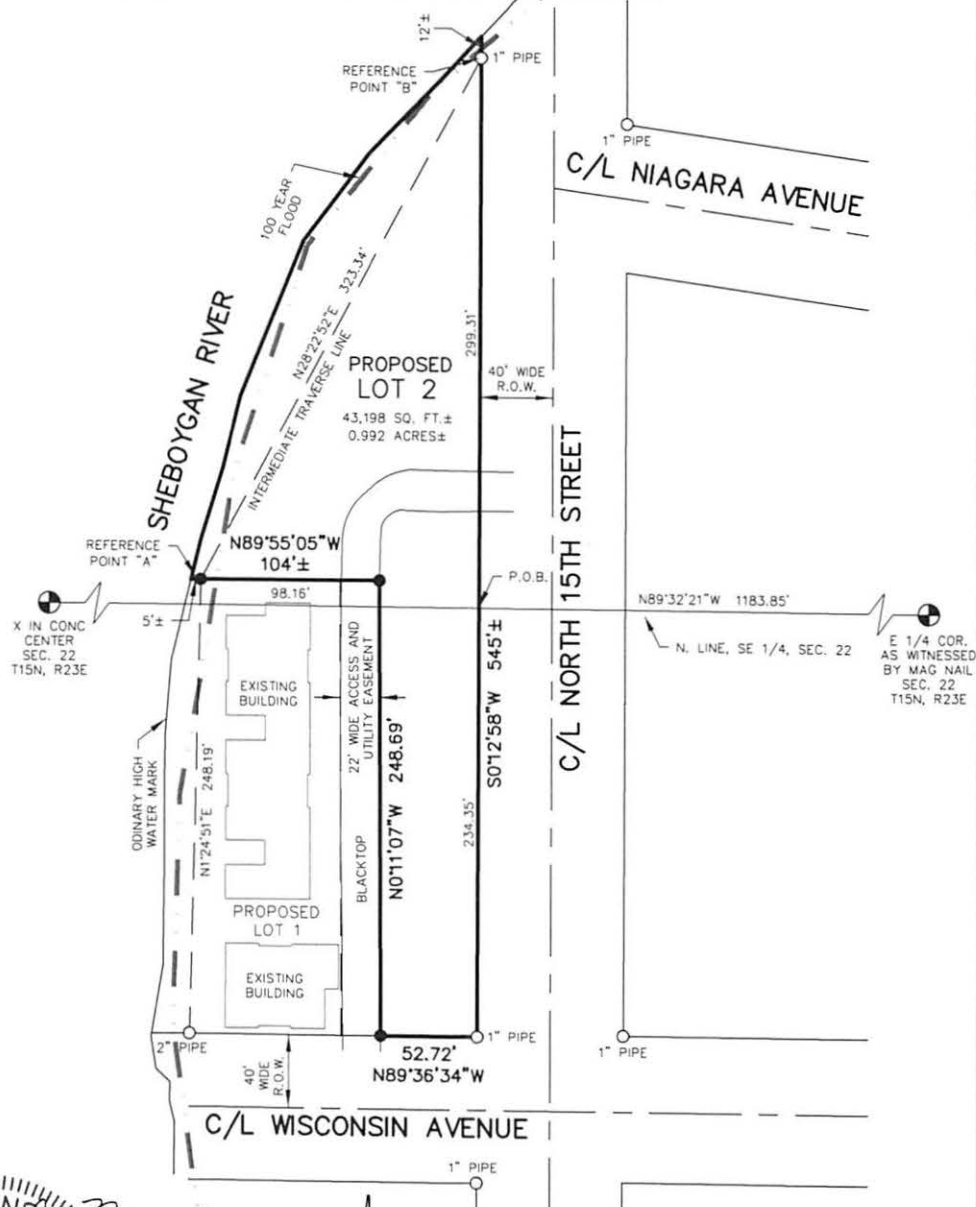
FOR: Waters Edge Condo Association

A Resurvey of Water's Edge Condominium, Block 119 of the Original Plat of Sheboygan, Part of the E 1/2, Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

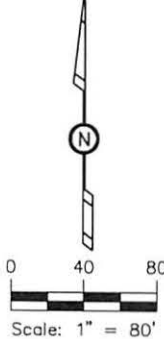
Legal Description of Proposed Lot 2:

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeastly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.



I Benjamin J. Reenders do hereby certify that this survey is correct to the best of my knowledge and belief.



- ⊗ = County Monument
- = Iron Stake Found
- = Iron Stake Set

941 Center Avenue, Suite 1
Oostburg, WI 53070
920-547-0599

CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

ATTACHMENT A

The purpose for the proposed amendment is to allow the development of a boutique hotel, which would consist of 25 hotel rooms and a small event space, as generally shown on the attachment. It is anticipated that the hotel development will produce an investment value of approximately \$3 million.

Presently, the property is vacant (and has been for several years) and is zoned UR-12. It was intended that Water's Edge Development of Sheboygan, LLC would continue with additional condominium development on the property, but the market does not exist for that to continue in the opinion of the applicant. The property sits in an area designated as a Central Mixed Use area on the Future Land Use map in the City of Sheboygan Comprehensive Plan, a copy of which is attached. To the south of the proposed development is residential property. Immediately east of the proposed development is commercial development of which the principal tenant is Dulmes Décor. Also east of the proposed development is the former Glas Café and Cellcom retail shop.

The City of Sheboygan Comprehensive Plan identifies several key initiatives including the following:

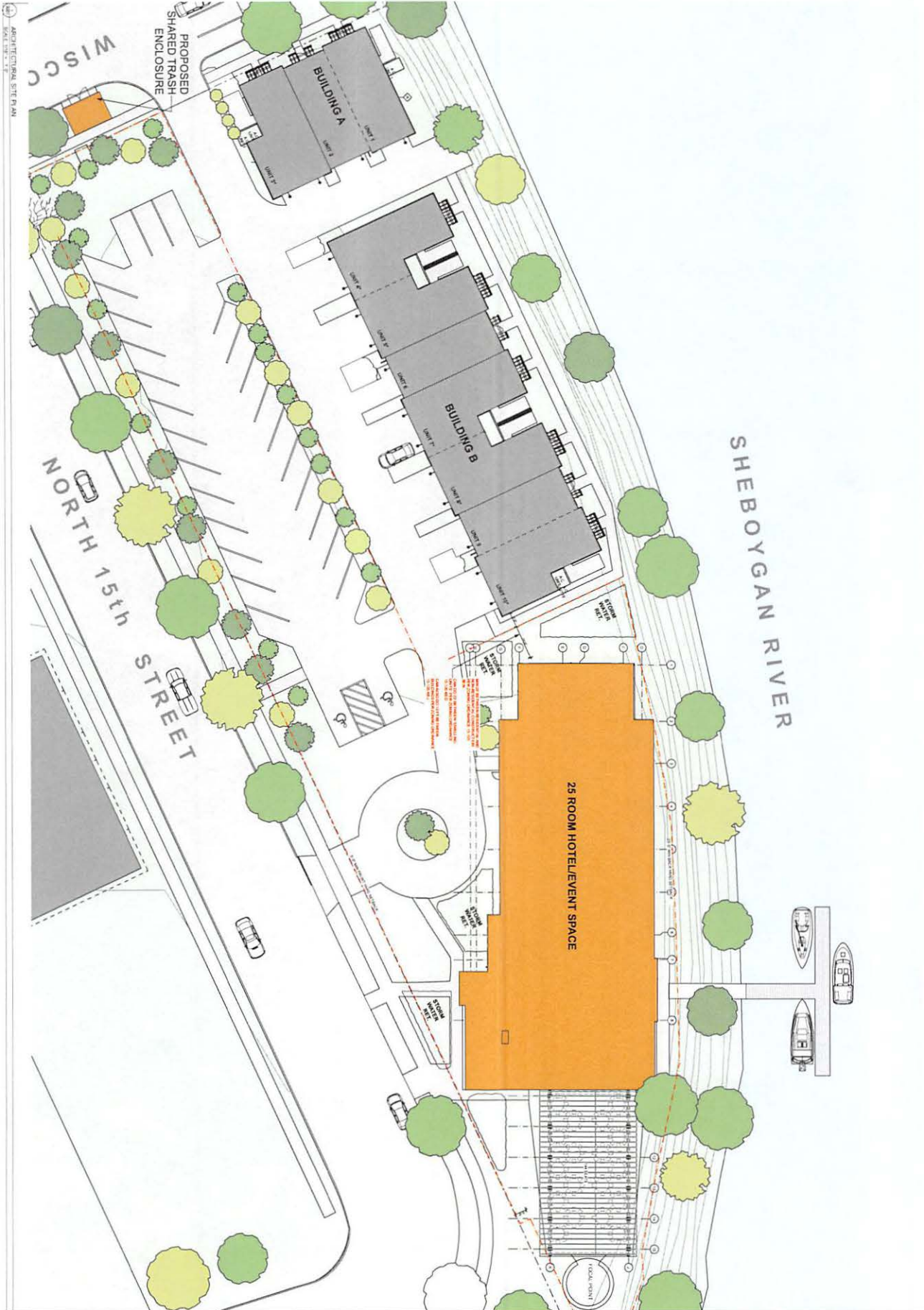
- Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.
- Enhancing the lakefront and riverfront to attract new development, appeal to residents, and facilitate a healthy community.

The proposed hotel development will accomplish these key initiatives, allowing the redevelopment of a vacant, underutilized site into a boutique hotel which will be complementary to the adjoining riverfront, provide infill development and be complementary to the adjoining uses. Additionally, the proposed development is consistent with the objectives and policies set forth in Chapter 4 Housing and Neighborhood Development of the City of Sheboygan Comprehensive Plan. Attached as Attachment B is a current rendering of the proposed hotel development.

In the City of Sheboygan Comprehensive Plan, Urban Commercial is identified as the most appropriate zoning for this type of boutique hotel development. Applicant is seeking approval of the requested zoning as a condition to transferring the Subject Site from Owner to Applicant after the recording of a Certified Survey Map in the form attached hereto as Attachment C.

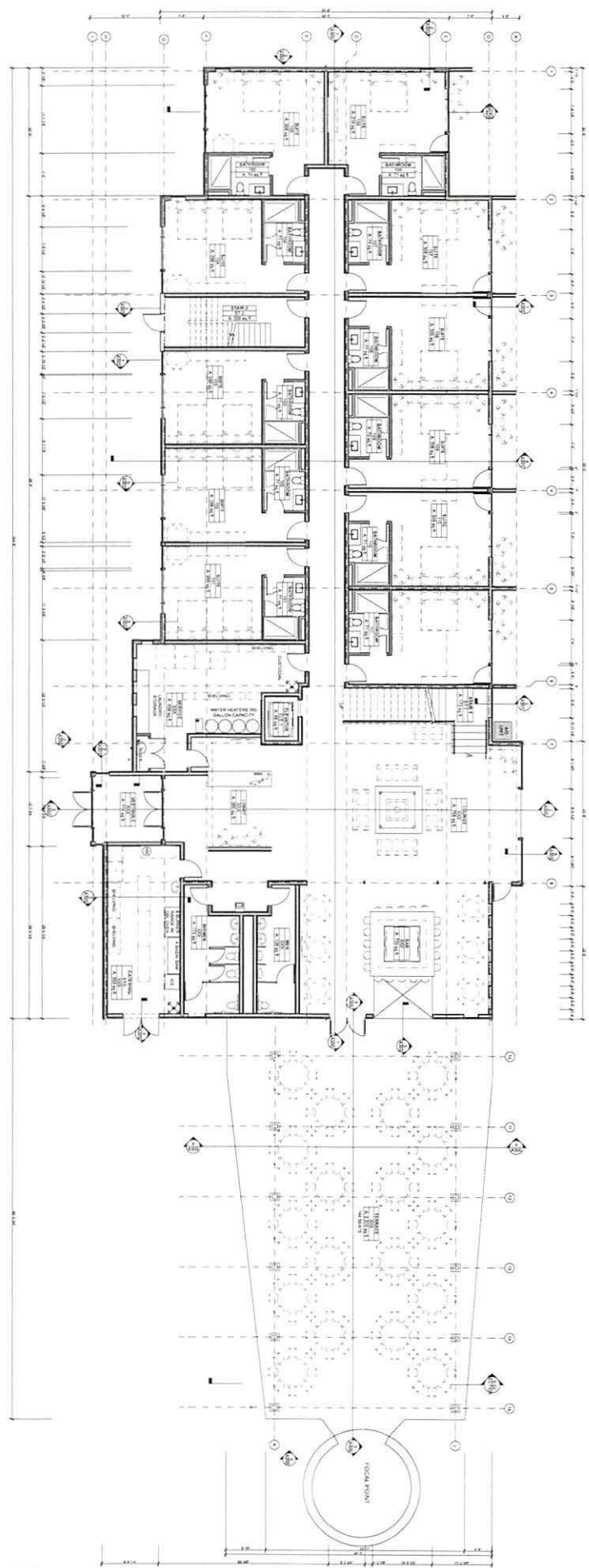
ATTACHMENT B

(See attached)



WATERSHED HOTEL
 NORTH 15TH STREET SHEBOYGAN, WI 53081

100 SHEET 1 FLOOR PLAN
DATE: 05/15/18



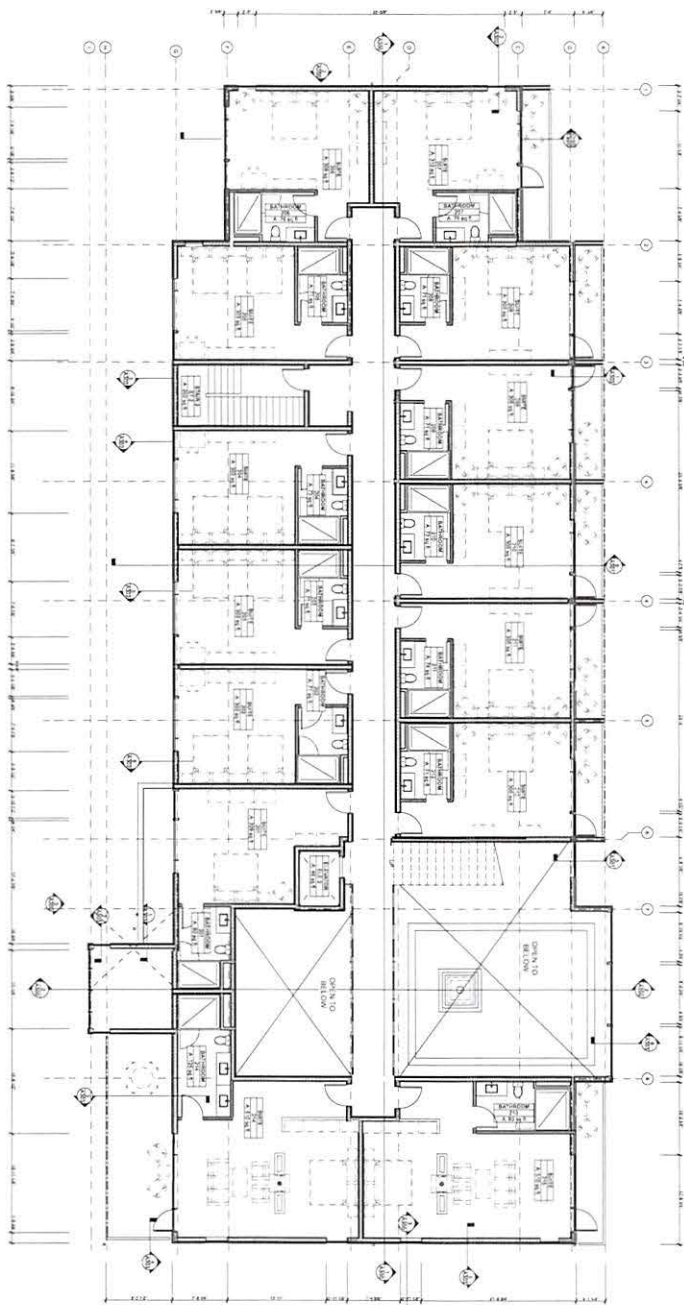
A101

PROJECT # 27-01
FIRST FLOOR PLAN

WATERSHED HOTEL
NORTH 15TH STREET SHEBOYGAN, WI 53081



© 2018 GALBRAITH CARNAHAN
ARCHITECTS, INC.



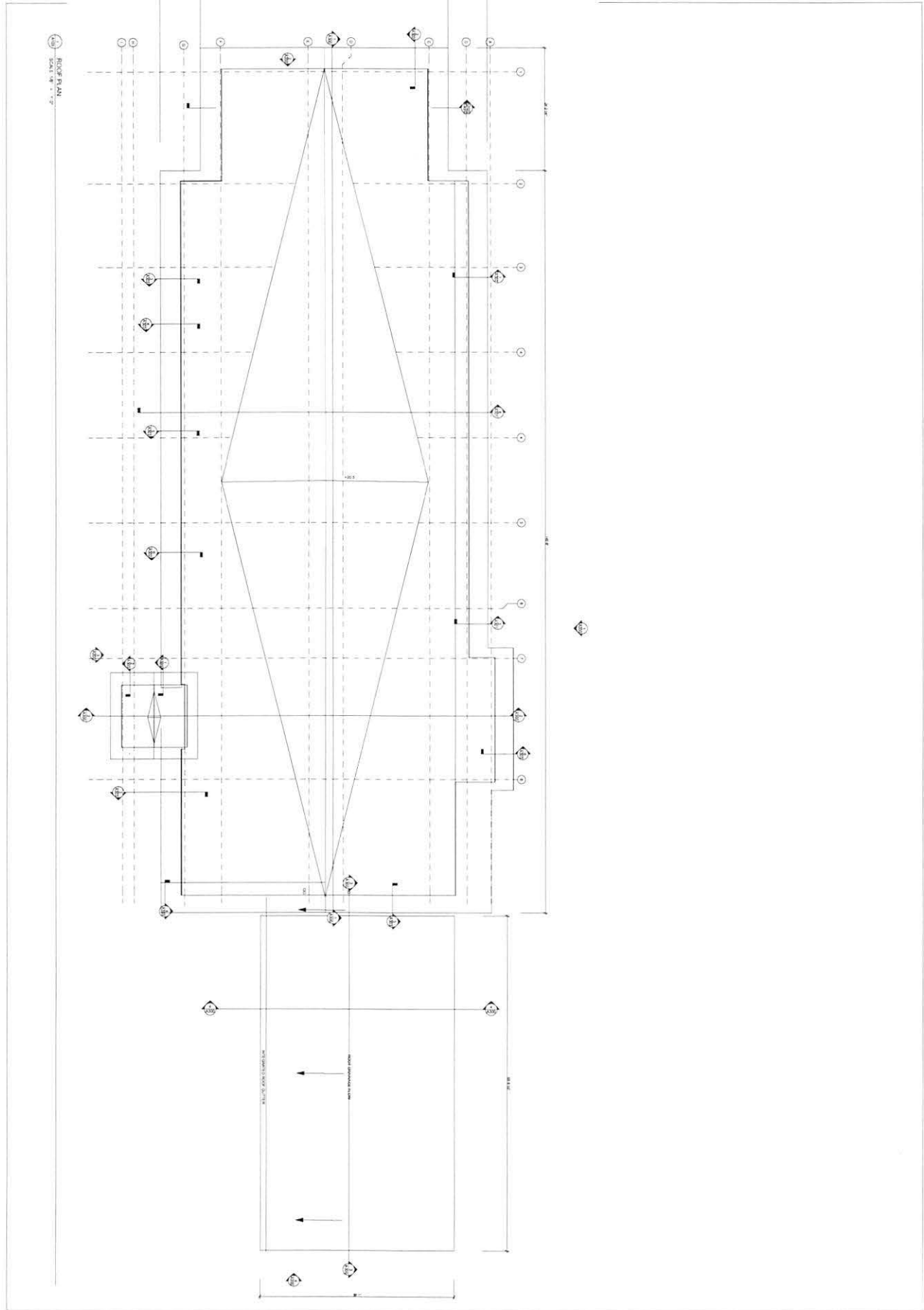
A102

PROJECT # 2117
SECOND FLOOR PLAN

DATE 03.18.2017

WATERSHED HOTEL
NORTH 15TH STREET SHEBOYGAN, WI 53081





ROOF PLAN
SCALE: 1/8" = 1'-0"

A103

PROJECT # 27-07
ROOF PLAN

DATE 07-13-2011

WATERSHED HOTEL
NORTH 15TH STREET SHEBOYGAN, WI 53081





WATERSHED HOTEL

 NORTH 15TH STREET SHEBOYGAN, WI 53081

ATTACHMENT C

(See attached)

CERTIFIED SURVEY MAP

A RESURVEY OF WATER'S EDGE CONDOMINIUM, BLOCK 119 OF THE ORIGINAL PLAT OF SHEBOYGAN LOCATED IN THE E 1/2 OF SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Benjamin J. Reenders, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22, thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street, thence N89°36'34"W 157.81 feet along the North right-of-way line of Wisconsin Avenue to Reference Point "A"; thence N89°36'34"W 21 feet more or less along said North line to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B", Reference Point "B" is N1°24'51"E 248.19 feet; thence N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 72,292 square feet or 1.66 acres more or less.

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

That I have fully complied with provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulation of the City of Sheboygan in surveying, dividing and mapping the same.

Benjamin J. Reenders Dated this 5th day of April, 2021
Benjamin J. Reenders PLS S-3114



CERTIFIED SURVEY MAP

A RESURVEY OF WATER'S EDGE CONDOMINIUM, BLOCK 119 OF THE ORIGINAL PLAT OF SHEBOYGAN LOCATED IN THE E 1/2 OF SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

CORPORATE OWNERS CERTIFICATES

Water's Edge Condominium Association does hereby certify that we have caused the lands described herein to be surveyed, divided, and mapped as represented on this map. We also certify that this map is required to be submitted to the City of Sheboygan for approval.

_____ Dated _____, 2021
President

_____ Dated _____, 2021
Secretary



This instrument was drafted by Benjamin J. Reenders.

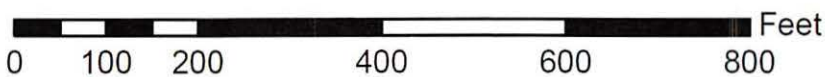
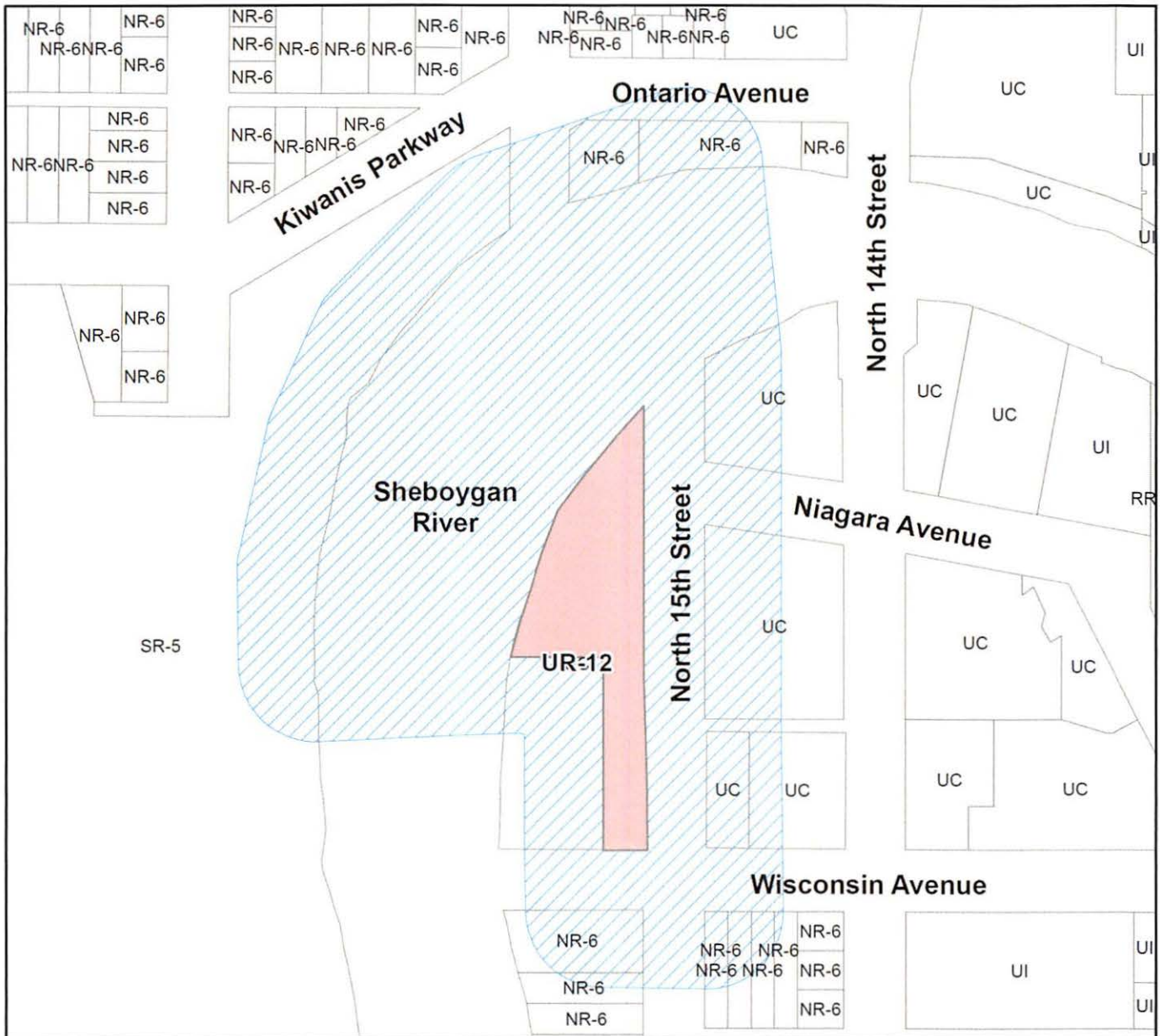
A rectangular box containing the Cedar Creek Surveying, LLC logo and contact information. The logo features a stylized green tree and a blue wave. The contact information includes the address "941 Center Avenue, Suite 1 Oostburg, WI 53070" and the phone number "920-547-0599". The company name "CEDAR CREEK SURVEYING, LLC" and website "www.cedarcreeksurveying.com" are also present.

941 Center Avenue, Suite 1
Oostburg, WI 53070
920-547-0599
CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

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

Part of Block 119 of the original Plat of Sheboygan, part of the East 1/2 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 22; thence N89°32'21"W 1183.85 feet to the POINT OF BEGINNING of this description; thence S0°12'58"W 234.35 feet along the West right-of-way line of North 15th Street; thence N89°36'34"W 52.72 feet along the North right-of-way line of Wisconsin Avenue; thence N0°11'07"W 248.69 feet; thence N89°55'05"W 98.16 feet to Reference Point "A"; thence N89°55'05"W 5 feet more or less to the ordinary high water mark of the Sheboygan River; thence Northeasterly along the ordinary high water mark of the Sheboygan River to a point bearing N00°12'58"E of Reference Point "B"; Reference Point "B" is N28°22'52"E 323.34 feet along an intermediate traverse line from said Reference Point "A"; thence S0°12'58"W 12 feet more or less along the West right-of-way line of North 15th Street to said Reference Point "B"; thence S0°12'58"W 299.31 feet along said West line to the point of beginning. This parcel contains 43,198 square feet or 0.99 acres more or less.



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 210753

License No: 0000

Date: 05/24/2021

Received By: MKC

Received From: WATERSHED DEVELOPMENT, LLC

Memo:

Method of Payment: \$200.00 Check No. 110329

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.

~~IX~~

Gen. Ord. No. 10 - 21 - 22. By Alderpersons Felde, Ackley, and Bohren.
July 6, 2021.

AN ORDINANCE adjusting the forfeiture ranges in Sheboygan Municipal Code § 18-47 (Dangerous and Vicious Dogs), § 66-2 (Nuisances), § 70-7 (Marijuana), and § 70-8 (Possession of Drug Paraphernalia), and adopting an updated Bond Schedule for use in Municipal Court proceedings.

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

Section 1. Section 18-3 of the Municipal Code, entitled "Penalties for violation of chapter" is hereby amended to read as follows:

"Sec. 18-3. *Penalties for violation of chapter.*

. . .

(5) A forfeiture of not less than \$250.00, nor more than \$1,000.00 for a violation of subsections (b) or (c) of section 18-47.

(6) A forfeiture of not less than \$100.00, nor more than \$500.00 for a violation of subsections (d), (e), (f), or (g) of section 18-47."

Section 2. Section 66-2 of the Municipal Code, entitled "Penalties" is hereby amended to read as follows:

"Sec. 66-2. *Penalties.*

. . .

(2) A forfeiture of not less than \$50.00 or more than \$500.00 and, in default of payment thereof, imprisonment not exceeding 90 days for a violation of any other section in this chapter."

Section 3. Section 70-7 of the Municipal Code, entitled "Adoption of state law regarding possession of marijuana" is hereby amended to read as follows:

"Sec. 70-7. *Adoption of state law regarding possession of marijuana.*

. . .

(b) Every person who violates any of the provisions of this section shall, for each such violation, be subject to a forfeiture of not less than \$50.00 or more than \$500.00."

ALPS

Section 4. Section 70-8 of the Municipal Code, entitled "Possession of drug paraphernalia and adoption of state law regarding controlled substances" is hereby amended to read as follows:

"Sec. 70-8. *Possession of drug paraphernalia and adoption of state law regarding controlled substances.*

. . .

(e) *Penalty.* Any person violating any provision of this article shall be fined not less than \$50.00 nor more than \$500.00 for the first offense and succeeding offenses during the calendar year. Each day that such violation continues shall be deemed a separate and distinct offense and, in default of payment thereof, imprisonment in the county jail for a period not to exceed 90 days.

. . ."

Section 5. The Common Council adopts the Municipal Court Bond Schedule that is attached to this Ordinance.

Section 6. The amendments to Sections 18-47, 66-2, 70-7, and 70-8 made by this Ordinance and the Bond Schedule adopted by this Ordinance shall apply to violations occurring on or after August 1, 2021. The previous Bond Schedule and versions of Sections 18-47, 66-2, 70-7, and 70-8 shall continue to apply to violations occurring before August 1, 2021.

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

BOND SCHEDULE

For Use in the Municipal Court

(For violations that are ongoing, the deposit amount is per day)

(Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in the bond schedule)

(Costs are not added for children 14 years of age and under)

<u>Sec. Number</u>	<u>Violation</u>	<u>Bond</u> <u>Amount</u>	<u>Total with</u> <u>Costs</u>
1-27	Party to the Violation (Wis. Stat. 939.05(1))	<i>No Additional Amount</i>	
6-2	Destroying Lawful Posters (50 - 500)	\$ 75	\$ 155.50
6-33	Improperly Distribute Handbills (50 - 500)	\$ 75	\$ 155.50
6-34	Distribute Handbills Where Prohibited (50 - 500)	\$ 75	\$ 155.50
10-2	Open Container		
	Adult (100 - 500)	\$ 150	\$ 250.00
	Under 18 (0 - 25)	<i>Use Underage Possession</i>	
10-3(a)	Possess Alcohol on School Grounds (Wis. Stat. 125.09(2))		
	Adult (0 - 200)	\$ 100	\$ 187.00
	Age 17-20 -- 1st Offense (0 - 200)	\$ 100	\$ 187.00
	Age 17-20 -- 2nd Offense (0 - 200)	\$ 200	\$ 313.00
	Under 17	<i>Use Underage Possession</i>	
10-4	Peddling Alcohol Door to Door (50 - 500)	\$ 75	\$ 155.50
10-5	Licensee Giving Free Meals (50 - 100)	\$ 75	\$ 155.50
10-6	Restaurateur Giving Free Alcohol (50 - 100)	\$ 75	\$ 155.50
10-9	Sell, Give to, or Procure for Intoxicated (250 - 500)	\$ 350	\$ 502.00
10-32	Health Regulations Violations (50 - 500)	\$ 75	\$ 155.50
10-44	Music License Restrictions (50 - 500)	\$ 75	\$ 155.50
10-45	Nude or Nearly Nude Dancing (50 - 500)	\$ 75	\$ 155.50
10-64	Violate Closing Hours, Beer Hall Only (50 - 500)	\$ 100	\$ 187.00
10-69	Beverages Not Authorized for Sale on Premises (50 - 500)	\$ 75	\$ 155.50
10-109(a)	Sell without License / Permit (250 - 1000)	\$ 350	\$ 502.00
10-110	No Licensed Bartender on Premises (250 - 1000)	\$ 250	\$ 376.00
10-112	Violate Closing Hours (50 - 500)	\$ 100	\$ 187.00
10-176(a)	Person Sell / Give to Underage		
	1st Offense within 30 months (0 - 500)	\$ 100	\$ 187.00
	2nd Offense within 30 months (0 - 500)	\$ 200	\$ 313.00
	3rd Offense within 30 months (0 - 1000)	\$ 500	\$ 691.00
	4th Offense within 30 Months (0 - 10,000)	\$ 1,000	\$ 1,321.00
10-176(b)	Permittee / Licensee Sell / Give to Underage		
	1st Offense within 30 months (0 - 500)	\$ 100	\$ 187.00
	2nd Offense within 30 months (0 - 500)	\$ 200	\$ 313.00
	3rd Offense within 30 months (0 - 1000)	\$ 500	\$ 691.00
	4th Offense within 30 Months (0 - 10,000)	\$ 1,000	\$ 1,321.00

10-176(c) Permit / Fail to Prevent Underage Consumption			
1st Offense within 30 months (0 - 500)	\$	100	\$ 187.00
2nd Offense within 30 months (0 - 500)	\$	200	\$ 313.00
3rd Offense within 30 months (0 - 1000)	\$	500	\$ 691.00
4th Offense within 30 Months (0 - 10,000)	\$	1,000	\$ 1,321.00
10-176(d) Encourage / Contribute to Underage Alcohol Violation			
1st Offense within 30 months (0 - 500)	\$	100	\$ 187.00
2nd Offense within 30 months (0 - 500)	\$	200	\$ 313.00
3rd Offense within 30 months (0 - 1000)	\$	500	\$ 691.00
4th Offense within 30 Months (0 - 10,000)	\$	1,000	\$ 1,321.00
Permittee / Licensee Permitting / Allowing Minor on			
10-177(a) Premises (0 - 500)	\$	100	\$ 187.00
10-177(e)(1) Underage Procure / Attempt to Procure (Wis. Stat. 125.07(4)(a))			
1st Offense within a year (250 - 500)	\$	250	\$ 376.00
2nd Offense within a year (300 - 500)	\$	300	\$ 439.00
3rd Offense within a year (500 - 750)	\$	500	\$ 691.00
4th Offense within a year (750 - 1000)	\$	750	\$ 1,006.00
10-177(e)(2) Underage Possession / Consumption on Premises			
1st Offense within a year (250 - 500)	\$	250	\$ 376.00
2nd Offense within a year (300 - 500)	\$	300	\$ 439.00
3rd Offense within a year (500 - 750)	\$	500	\$ 691.00
10-177(e)(3) Underage on Premises (issued to underage) (Wis. Stat. 125.07(4)(a)(3))			
1st Offense within a year (250 - 500)	\$	250	\$ 376.00
2nd Offense within a year (300 - 500)	\$	300	\$ 439.00
3rd Offense within a year (500 - 750)	\$	500	\$ 691.00
4th Offense within a year (750 - 1000)	\$	1,000	\$ 1,321.00
10-177(e)(4) Misrepresent Age to Obtain Alcohol			
1st Offense within a year (250 - 500)	\$	250	\$ 376.00
2nd Offense within a year (300 - 500)	\$	300	\$ 439.00
3rd Offense within a year (500 - 750)	\$	500	\$ 691.00
10-177(g) Underage Possession / Consumption (Wis. Stat. 125.07(4)(b))			
1st Offense within a year (100 - 200)	\$	100	\$ 187.00
2nd Offense within a year (200 - 300)	\$	200	\$ 313.00
3rd Offense within a year (300 - 500)	\$	300	\$ 439.00
4th Offense within a year (500 - 1000)	\$	500	\$ 691.00
10-177(g) Underage Possession / Consumption (under 17) (Wis. Stat. 938.344(2))			
1st Offense within a year (0 - 30)	\$	30	\$ 98.80
2nd Offense within a year (0 - 100)	\$	100	\$ 187.00
3rd Offense within a year (0 - 500)	\$	500	\$ 691.00
10-178(c)(1) Possess False ID (300 - 1250) (Wis. Stat. 125.085(3)(b))	\$	300	\$ 439.00
10-178(c)(1) Possess False Info to Obtain ID (300 - 1250) Wis. Stat. 125.085(3)(b)	\$	400	\$ 565.00

10-178(c)(1) Other False Documentation (300 - 1250) Wis. Stat. 125.085(3)(b)	\$	400	\$	565.00
10-178(c)(3)b Make, Alter, Duplicate False ID (300 - 1250) (Wis. Stat. 125.085(3)(b))	\$	400	\$	565.00
Wis. Stat. Campus / Retailer Fail to Purchase Beer from Wholesaler 125.33(9) (50 - 500)	\$	150	\$	250.00
Wis. Stat.				
125.69(6) Tavern Fail to Purchase Liquor from Wholesaler (50 - 500)	\$	150	\$	250.00
All Violations in Chapter 10 Not Listed Above (50 - 500)	\$	100	\$	187.00
14-51 Pool Table / Bowling Alley without License (1 - 25)	\$	25	\$	92.50
14-92 Unsanitary Dancehall (1 - 25)	\$	25	\$	92.50
14-93 Improper Conduct in Dancehall (1 - 25)	\$	25	\$	92.50
14-94 Minor at Public Dancehall after 10pm (50 - 500)	\$	25	\$	92.50
14-95 Dancehall Closing Regulations (1 - 25)	\$	25	\$	92.50
14-121 Operating Dance Hall without License (1 - 25)	\$	25	\$	92.50
14-226 Operating Theater without a License (50 - 500)	\$	100	\$	187.00
Violate Terms of Non-Alcoholic Dance Club License (50 -				
14-263 1000)	\$	100	\$	187.00
Permit Under 18 at Non-Alcoholic Club after Curfew (50 -				
14-263(c) 1000)	\$	100	\$	187.00
Violate Closing Hours at Non-Alcoholic Dance Club (50 -				
14-263(d) 1000)	\$	100	\$	187.00
Fail to Announce Curfew at Non-Alcoholic Dance Club (50 -				
14-263(d) 1000)	\$	100	\$	187.00
Possess / Consume / Sell Alcohol at Non-Alcoholic Dance				
14-263(f) Club (50 - 1000)	\$	100	\$	187.00
14-286 Operate Dance Club without License (50 - 1000)	\$	100	\$	187.00
14-301 Amusement Device without License (50 - 500)	\$	50	\$	124.00
All Violations in Chapter 14 Not Listed Above (50 - 500)	\$	50	\$	124.00
18-1 Violate Animal Statutes in Wis. Stat. 951	\$	250	\$	376.00
18-4 Animal at Large within 5 years				
1st Offense within 5 years (100 - 250)	\$	150	\$	250.00
2nd Offense within 5 years (250 - 1000)	\$	300	\$	439.00
3rd Offense within 5 years (500 - 2500)	\$	500	\$	691.00
18-6 Injure Birds (50 - 100)	\$	100	\$	187.00
18-7 Selling Colored Animals (25 - 100)	\$	50	\$	124.00
18-8 Keeping Cattle (25 - 100)	\$	50	\$	124.00
18-9 Animal Feces (25 - 100)	\$	50	\$	124.00
18-10 Pet Sanitation Offensive Odor (25 - 100)	\$	50	\$	124.00
18-11 Fail to Obtain Rabies Vaccination (50 - 100)	\$	100	\$	187.00
18-12 Pets without Harness or Collar (25 - 100)	\$	50	\$	124.00
18-14 Keeping of Fowl (25 - 100)	\$	50	\$	124.00
18-15(d) Pet in Park / Beach / Public Ground (25 - 100)	\$	50	\$	124.00
18-15(e) Feces in Park (125)	\$	125	\$	218.50
18-16 Feeding Seagulls in Commercial District (25 - 100)	\$	50	\$	124.00
18-46 Unrestrained Animal (25 - 100)	\$	50	\$	124.00

18-47(b) Harbor / Keep / Maintain / Permit Vicious Dog (250 - 1000)	\$	400	\$	565.00
18-47(c) Bringing in a Dog Previously Deemed Vicious (250 - 1000)	\$	400	\$	565.00
18-47(d) Vicious Dog without Advising Police (100 - 1000)	\$	200	\$	313.00
18-47(e) Escaping (100 - 500)	\$	200	\$	313.00
18-47(f) Dangerous Dog Owner Requirements (100 - 500)	\$	200	\$	313.00
18-47(g) Restraint / Confinement of Dangerous Dogs (100 - 500)	\$	200	\$	313.00
18-48 Dog / Cat Trespass to Private Property (25 - 100)	\$	50	\$	124.00
18-49 Harbor Animal without License (25 - 100)	\$	50	\$	124.00
18-57 Operating without Animal Fancier's Permit (25 - 100)	\$	50	\$	124.00
Wis. Stat.				
951.02 Mistreatment of Animals (50 - 500)	\$	250	\$	376.00
Wis. Stat.				
951.13 Fail to Provide Food / Water to Animal (50 - 500)	\$	250	\$	376.00
Wis. Stat.				
951.15 Neglect / Abandon Animal (50 - 500)	\$	250	\$	376.00
All Violations in Chapter 18 Not Listed Above (25 - 100)	\$	50	\$	124.00
All Violations in Chapter 22, Aviation Code (1 - 100)	\$	50	\$	124.00
26-37 Violation of Building Code (150 - 750)	\$	500	\$	691.00
Violation of Building Code - Sanitation (IPMC 302.1) (150 - 26-37 750)	\$	150	\$	250.00
26-40 Demolition of Building without Permit (150 - 750)	\$	500	\$	691.00
26-42(a) Use of Building without Occupancy Permit (150 - 750)	\$	500	\$	691.00
26-46 Failure to Register Vacant Buildings (150 - 750)	\$	500	\$	691.00
Using Contractor's License of Another / Using Forged License / Giving False Evidence to Board of Examiners /				
26-93 Falsely Impersonating Another (150 - 750)	\$	500	\$	691.00
Failure to Have a Contractor's / Carpenter License (150 - 26-146 750)	\$	500	\$	691.00
26-196 through				
26-360 Electrical Code Violation (50 - 750)	\$	500	\$	691.00
26-391 Fence Requirements (150 - 750)	\$	500	\$	691.00
26-436 through				
26-584 Heating & Ventilation Code Violation (150 - 750)	\$	500	\$	691.00
26-616 through				
26-620 Drainage Violations (150 - 750)	\$	500	\$	691.00
26-651 through House Maintenance Standards (excluding those listed				
26-872 below) (150 - 750)	\$	500	\$	691.00 *
26-651(c) Re-let Dwelling Before Correcting Violations (1000)	\$	1,000	\$	1,321.00
Maintaining / Using / Occupying Commercial Building with				
26-651(e) Boarded Windows / Doors (150 - 750)	\$	500	\$	691.00
26-653 Property Exteriors (150 - 750)	\$	500	\$	691.00
26-677(c) Remove / Deface Placard (1000)	\$	1,000	\$	1,321.00

26-786 Rooming Houses (150 - 750)	\$ 500	\$ 691.00	
26-906 through			
26-1001 Plumbing Code Violation (150 - 750)	\$ 500	\$ 691.00	
26-1002 through Storm-, Surface, Ground-, and Clearwater Discharge			
26-1011 Violations			
1st Offense (200 - 750)	\$ 250	\$ 376.00	
2nd Offense (500 - 1000)	\$ 500	\$ 691.00	
3rd Offense (500 - 1000)	\$ 1,000	\$ 1,321.00	
26-1026 through			
26-1036 Swimming Pool / Whirlpool / Spa (150 - 750)	\$ 500	\$ 691.00	
All Violations in Chapter 26 Not Listed Above (150 - 750)	\$ 500	\$ 691.00	
30-31 through			
30-36 Alarm Systems (50 - 500)	\$ 100	\$ 187.00	
34-32 through			
34-63 Cemetery Violations (50 - 500)	\$ 100	\$ 187.00	
30-96 through			
30-129 Massage Parlor Regulations (50 - 200)	\$ 100	\$ 187.00	
30-161 Sale of Drug Paraphernalia (250 - 1000)	\$ 250	\$ 376.00	
30-162 Sale / Gift of Drug Paraphernalia to a Minor (250 - 1000)	\$ 250	\$ 376.00	
42-104(b) Snow Emergency Parking Violation (50)	\$ 50	\$ 88.00	**
42-107(b) Violate Non-Parking Emergency Rule (0 - 100)	\$ 50	\$ 124.00	
All Violations in Chapter 42 Not Listed Above (50 - 500)	\$ 100	\$ 187.00	
50-1(b) Fail to Follow Orders (100 - 200)	\$ 150	\$ 250.00	
50-2 Fail to Assist at Fire			
1st Offense (200 - 500)	\$ 300	\$ 439.00	
2nd Offense (300 - 500)	\$ 400	\$ 565.00	
50-3 False Alarms / Tampering with Alarms			
1st Offense (200 - 500)	\$ 300	\$ 439.00	
2nd Offense (300 - 500)	\$ 500	\$ 691.00	
50-4 Combustible Waste (100 - 200)	\$ 150	\$ 250.00	
50-5 Sparks from Chimney (100 - 200)	\$ 150	\$ 250.00	
50-6 Noncombustible Container for Ashes (100 - 200)	\$ 150	\$ 250.00	
50-7 Christmas Trees (100 - 200)	\$ 150	\$ 250.00	
50-48 Fail to Remedy Hazardous Conditions (100 - 200)	\$ 150	\$ 250.00	
50-116 through Violations for Obstructing Exits, Aisles, Passageways (100 -			
50-122 200)	\$ 150	\$ 250.00	
50-182 Open Burning (100 - 200)	\$ 150	\$ 250.00	
50-211 through			
50-214 Torches / Metal Cutting Devices (100 - 200)	\$ 150	\$ 250.00	
50-241 Oily Rags (100 - 200)	\$ 150	\$ 250.00	
50-242 Oily Clothing (100 - 200)	\$ 150	\$ 250.00	
50-331 and 50- Violations Related to Flammable and Combustible Liquids			
332 in Tank Vehicles			

1st Offense (100 - 200)	\$	150	\$	250.00
2nd Offense (200 - 500)	\$	350	\$	502.00
50-391 and 50-				
392 Storage of Flammable / Combustible Liquids				
1st Offense (100 - 200)	\$	150	\$	250.00
2nd Offense (200 - 500)	\$	350	\$	502.00
50-421 through				
50-428 Smoking Violations (100 - 200)	\$	150	\$	250.00
50-429 Negligent Use of Smoking Materials (100 - 500)	\$	300	\$	439.00
50-663 through				
50-669 Smoke Detector Violations (200 - 500)	\$	250	\$	376.00
50-698(a) Fireworks (100 - 1000)	\$	250	\$	376.00
50-701 Model Rockets (100 - 1000)	\$	250	\$	376.00
All Violations in Chapter 50 Not Listed Above (100 - 200)	\$	100	\$	187.00
All Violations in Chapter 58, Libraries (25 - 500)	\$	25	\$	92.50
66-3 Permit Public Nuisance (50 - 500)	\$	150	\$	250.00
66-8 Leaving Unwholesome Matter (50 - 500)	\$	150	\$	250.00
66-9 Emitting Smoke / Noxious Fumes (50 - 500)	\$	150	\$	250.00
66-10 Termite Infested Wood (50 - 500)	\$	150	\$	250.00
66-11 Storage of Materials (50 - 500)	\$	150	\$	250.00
66-12 Display of Merchandise Violations (50 - 500)	\$	150	\$	250.00
66-13 Property Exteriors (50 - 500)	\$	150	\$	250.00
66-41 Violate Statutes / Regulations re: Weeds (50 - 500)	\$	150	\$	250.00
66-71 Noise Violation				
1st Offense (10 - 50)	\$	50	\$	124.00
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00
3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00
66-73 Unnecessary Use of Horn				
1st Offense (10 - 50)	\$	50	\$	124.00
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00
3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00
66-74 Loud Music				
1st Offense (10 - 50)	\$	50	\$	124.00
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00
3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00
66-75 Barking Dog / Loud Animal				
1st Offense (10 - 50)	\$	50	\$	124.00
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00
3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00
66-76 Loud Vehicle				
1st Offense (10 - 50)	\$	50	\$	124.00
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00
3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00
66-77 Improper Muffler				
1st Offense (10 - 50)	\$	50	\$	124.00
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00

3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00	
66-78 Advertising / Drawing Attention via Noise					
1st Offense (10 - 50)	\$	50	\$	124.00	
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00	
3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00	
66-79 Creating Noise Near Certain Quiet Areas					
1st Offense (10 - 50)	\$	50	\$	124.00	
2nd Offense within 1 year (25 - 100)	\$	100	\$	187.00	
3rd Offense within 1 year (50 - 150)	\$	150	\$	250.00	
66-104(a) Failure to Comply with Order to Abate (50 - 500)	\$	150	\$	250.00	
66-104(b) Failure to Appear for Abatement Hearing (50 - 500)	\$	150	\$	250.00	
66-104(c) Failure to Observe Abatement Plan (50 - 500)	\$	150	\$	250.00	
66-152 Failure to Submit Abatement Plan (50 - 500)	\$	150	\$	250.00	
All Violations in Chapter 66 Not Listed Above (50 - 500)	\$	150	\$	250.00	
70-1 All State Forfeitures and Misdemeanors (50 - 500)	\$	150	\$	250.00	***
State Bond Book Violations Not Otherwise Listed Herein					<i>See State Bond Book</i>
70-2 Removal of Ice from Rivers / Lakes (50 - 500)	\$	100	\$	187.00	
70-3(b) Snag / Foul Fish from Boardwalk (50 - 500)	\$	100	\$	187.00	
70-3(c) Scale / Gut / Clean Fish on Boardwalk (25 - 100)	\$	50	\$	124.00	
Skateboarding, Roller Blading, Roller Skating on Boardwalk					
70-3(d) (25 - 100)	\$	50	\$	187.00	
70-3(e) Bikes / Motorized Vehicles on Boardwalk (25 - 100)	\$	50	\$	187.00	
70-4 Defrauding Public Transportation (50 - 500)	\$	50	\$	187.00	
70-6 Smoke in Public Building / Area (100 - 250)	\$	200	\$	313.00	
70-6 Smoking in Public Building (Person in Charge)					
1st Offense (warning)					
2nd Offense (100)	\$	100	\$	187.00	
70-7 Possess Marijuana (50 - 500)	\$	250	\$	376.00	
70-8 Possess Drug Paraphernalia (50 - 500)	\$	250	\$	376.00	
70-9 Sell / Distribute Isobutyl Nitrite (100 - 200)	\$	150	\$	250.00	
70-42 Gambling (75 - 500)	\$	250	\$	376.00	
70-43 Permit Commercial Gambling (100 - 750)	\$	500	\$	691.00	
70-76(a) Curfew (10 - 25)	\$	25	\$	92.50	
70-77 Parent Permit Curfew Violation (50 - 200)	\$	100	\$	187.00	
70-79(2) Truancy					
1st Offense in year (0 - 50)	\$	50	\$	124.00	
2nd Offense in year (0 - 100)	\$	100	\$	187.00	
3 subsequent violations (0 - 500)	\$	200	\$	313.00	
70-79(3) Habitual Truancy (0 - 500)	\$	250	\$	376.00	
70-80(b) Contribute to Truancy (75 - 500)	\$	250	\$	376.00	
70-81 Unlawful Sheltering of Minors (25 - 200)	\$	150	\$	250.00	
70-82(b) Underage Tobacco (0 - 50)	\$	50	\$	124.00	
70-83(b)(1) Retail Sale of Tobacco to Underage					
1st Offense (0 - 500)	\$	100	\$	187.00	
2nd Offense within year (200 - 500)	\$	300	\$	439.00	
70-83(b)(2) Gift of Tobacco Where Underage Present (0 - 25)	\$	25	\$	92.50	

70-83(b)(4) and			
(5) Tobacco Vending Machine Violation			
1st Offense (0 - 500)	\$	100	\$ 187.00
2nd Offense within Year (200 - 500)	\$	300	\$ 439.00
70-83(b)(7) Sale Without Tobacco Stamp			
1st Offense (0 - 500)	\$	100	\$ 187.00
2nd Offense within year (200 - 500)	\$	300	\$ 439.00
70-84(b) Use of Tobacco on School Grounds			
1st Offense (100 - 200)	\$	100	\$ 187.00
2nd Offense within year (200 - 1000)	\$	200	\$ 298.00
70-85(a) Minor Trespass on Railroad Car (0 - 25)	\$	25	\$ 92.50
70-116 Public Indecency (100 - 500)	\$	250	\$ 376.00
70-151 Disorderly Conduct			
1st Offense (75 - 500)	\$	150	\$ 250.00
1st Offense - Aggravated (75 - 500)	\$	250	\$ 376.00
** if domestic violence, add \$100 Domestic Abuse Assessment to the total Bond Amount			
70-152(a) Misconduct on Public Grounds (25 - 100)	\$	50	\$ 124.00
70-152(b) Loiter on School Grounds (Adult) (25 - 100)	\$	100	\$ 187.00
70-152(c) Loiter on School Grounds (Juvenile) (25 - 100)	\$	100	\$ 187.00
70-153 Annoying Sprinkling (50 - 500)	\$	100	\$ 187.00
70-181(a) Unlawful Damage to Property (25 - 250)	\$	100	\$ 187.00
Special Circumstances in 70-181(c) (0 - 500)	\$	250	\$ 376.00
70-181(b) Graffiti (25 - 250)	\$	100	\$ 187.00
Special Circumstances in 70-181(c) (0 - 500)	\$	250	\$ 376.00
70-182 Paint Public Property without Permit (25 - 100)	\$	100	\$ 187.00
70-183 Trespass (75 - 500)	\$	150	\$ 250.00
Vehicle Enter Lakefront Property between High & Wilson			
70-184(a) Ave. (50 - 250)	\$	100	\$ 187.00
70-184(b) Vehicle Enter Bus Transfer Station (50 - 250)	\$	100	\$ 187.00
70-201 Remove Sand / Gravel from Lake Michigan Shore (25 - 100)	\$	50	\$ 124.00
70-202 Retail Theft			
<u>1st Offense</u>			
Value of Items Less Than \$10	\$	50	\$ 124.00
Value of Items Between \$10 and \$25	\$	100	\$ 187.00
Value of Items Between \$25 and \$50	\$	200	\$ 313.00
Value of Items Greater Than \$50	\$	300	\$ 439.00
<u>2nd Offense (within 5 Years)</u>			
Value of Items Less Than \$10	\$	150	\$ 250.00
Value of Items Between \$10 and \$25	\$	200	\$ 313.00
Value of Items Between \$25 and \$50	\$	300	\$ 439.00
Value of Items Greater Than \$50	\$	400	\$ 565.00
70-217 Misuse of 911			
1st Offense (75 - 500)	\$	150	\$ 250.00
2nd Offense within 5 years (150 - 750)	\$	250	\$ 376.00
3rd Offense Within 5 years (250 - 1000)	\$	500	\$ 691.00

4th Offense within 5 years (500 - 2500)	\$ 1,000	\$ 1,321.00
70-218(b)(1) Seize / Exercise Control of Bus (50 - 500)	\$ 500	\$ 691.00
70-218(b)(2) Intimidate / Threaten Bus Co. Employee (50 - 500)	\$ 200	\$ 313.00
70-218(b)(3) Dangerous Weapon on Bus (50 - 500)	\$ 200	\$ 313.00
70-218(b)(4) Discharge Weapon / Missile at / on Bus (50 - 500)	\$ 200	\$ 313.00
70-218(c)(1) Disorderly Conduct on a Bus (50 - 500)	\$ 100	\$ 187.00
70-218(c)(2) Consume Alcohol on Bus (50 - 500)	\$ 100	\$ 187.00
70-218(c)(3) Fail to Obey Bus Driver (50 - 500)	\$ 100	\$ 187.00
70-218(d)(1) Smoke on Bus (50 - 500)	\$ 300	\$ 439.00
70-218(d)(2) Eat / Drink on Bus (50 - 500)	\$ 100	\$ 187.00
70-218(d)(3) Spit on Bus (50 - 500)	\$ 100	\$ 187.00
70-218(d)(4) Litter on Bus (50 - 500)	\$ 100	\$ 187.00
70-218(d)(5) Play Music on Bus (50 - 500)	\$ 100	\$ 187.00
70-218(d)(6) Carry Dangerous Items on Bus (50 - 500)	\$ 100	\$ 187.00
70-218(d)(7) Refuse to Pay Bus Fare (50 - 500)	\$ 100	\$ 187.00
70-219 Abandoned Refrigerator / Freezer (50 - 250)	\$ 150	\$ 250.00
70-220 Wade / Swim in Water Feature (25 - 100)	\$ 50	\$ 124.00
70-251 Carry Dangerous Weapon (75 - 500)	\$ 150	\$ 250.00
70-253 Carry Specific Weapons without Permit (75 - 500)	\$ 150	\$ 250.00
70-256 Discharge Weapon without Permit (75 - 500)	\$ 150	\$ 250.00
70-257 Discharge Projectile (75 - 500)	\$ 150	\$ 250.00
70-258 Sell / Possess Switchblade (75 - 500)	\$ 150	\$ 250.00
70-263(a) Sex Offender Violation (1 - 500)	\$ 200	\$ 31.00
Wis. Stat.		
167.32 Body Passing (50)	\$ 50	\$ 124.00
Wis. Stat.		
167.32 Bring Alcohol into Sports Facility (50)	\$ 50	\$ 124.00
Wis. Stat.		
941.2965 Carry / Display Facsimile Firearm (50 - 500)	\$ 100	\$ 187.00
Wis. Stat.		
943.21 Defraud Restaurant (50 - 500)	\$ 100	\$ 187.00
Wis. Stat.		
943.21(1m)(d) Defraud Gas Station (0 - 200)	\$ 175	\$ 281.50
Wis. Stat.		
943.46 Theft of Cable (50 - 500)	\$ 150	\$ 250.00
Wis. Stat.		
943.55 Removal of Shopping Cart (0 - 500)	\$ 50	\$ 124.00
Wis. Stat.		
946.41 Obstructing / Resisting (50 - 500)	\$ 150	\$ 250.00
Wis. Stat. Annoying Phone Calls / Unlawful Use of Telephone (50 - 947.012 500)		
1st Offense	\$ 100	\$ 187.00
2nd Offense	\$ 200	\$ 313.00
3rd Offense	\$ 500	\$ 691.00
Wis. Stat.		
947.013(1m) Intentionally Harass / Intimidate (50 - 500)	\$ 200	\$ 31.00
74-41 In Park After Hours (25 - 100)	\$ 100	\$ 187.00

74-43 Violate 15 mph Speed Limit in Park (25 - 100)	\$	50	\$	124.00
74-44 Operate Vehicle Off Roadway in Park (25 - 100)	\$	100	\$	187.00
74-45 Vehicles Prohibited in Jaycee Park (25 - 100)	\$	50	\$	124.00
74-46 Kill, Maim, Remove Animal in Park (25 - 100)	\$	50	\$	124.00
74-48 Mischief in Park (25 - 100)	\$	50	\$	124.00
74-49 Loiter Near Park Toilets (25 - 100)	\$	50	\$	124.00
74-50 Swim Where Prohibited (25 - 100)	\$	50	\$	124.00
74-51 Swim in Quarry When No Lifeguards (25 - 100)	\$	100	\$	187.00
74-52 Disorderly Conduct in Park (25 - 100)	\$	100	\$	187.00
74-53 Affix Poster / Notice in Park (25 - 100)	\$	50	\$	124.00
74-54 Sale in Park without Permission of DPW (25 - 100)	\$	50	\$	124.00
74-55 Carry Bottled Beverage into Wildwood (25 - 100)	\$	50	\$	124.00
74-56 Alcohol in Park / Beach (25 - 100)	\$	50	\$	124.00
74-56(c) Alcohol in Park After Hours (25 - 100)	\$	100	\$	187.00
74-57 Glass Container in Park (25 - 100)	\$	50	\$	124.00
74-58 Archery in Park (25 - 100)	\$	50	\$	124.00
74-59 Golf in Park (25 - 100)	\$	50	\$	124.00
74-60 Boats on Beaches (25 - 100)	\$	50	\$	124.00
74-61 Boats at Quarry (25 - 100)	\$	50	\$	124.00
74-62 Unauthorized Picnic Party (25 - 100)	\$	50	\$	124.00
74-63 Illegal Fire in Park (25 - 100)	\$	50	\$	124.00
74-64 Camping in Park (25 - 100)	\$	50	\$	124.00
74-65 Dig Beach Pits on Independence Day (25 - 100)	\$	50	\$	124.00
74-66 Park Trespass (25 - 100)	\$	50	\$	124.00
All Violations in Chapter 74 Not Listed Above (25 - 100)	\$	50	\$	124.00
78-29 Transient Merchant Violations (10 - 1000)	\$	250	\$	376.00
78-29(a) Prohibited Practice by Transient Merchant (10 - 1000)	\$	250	\$	376.00
78-56 Transient Merchant Sale in City without Permit (10 - 1000)	\$	250	\$	376.00
78-101 Mobile Food Vendors Violations (100 - 1000)	\$	250	\$	376.00
90-2 Train Blocking Intersection				
1st Offense (25 - 250)	\$	50	\$	124.00
2nd Offense (50 - 500)	\$	100	\$	187.00
90-3 Failure to Maintain Gates / Signals / Bells (25 - 50)	\$	50	\$	124.00
90-4 Sidetrack & Spur Regulations (50 - 500)	\$	150	\$	250.00
Improper Use of Building for Commercial Salvage /				
94-33 Recycling (50 - 100)	\$	100	\$	187.00
94-34 Improper Enclosure for Salvage / Recycling Yard (50 - 100)	\$	100	\$	187.00
Salvage / Recycling Dealer Fail to Provide Information to				
94-35 the Police (50 - 100)	\$	100	\$	187.00
Engage in Commercial Salvage / Recycling without License				
94-56 (50 - 100)	\$	100	\$	187.00
94-64 Display of Salvage / Recycling License (50 - 100)	\$	100	\$	187.00
Change Location Without City Endorsement (Salvage /				
94-65 Recycle Business) (50 - 100)	\$	100	\$	187.00

94-103	Violate Pawnbroker / Secondhand Dealer Requirements			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-126	Pawnbroker Without License			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-127	Display of Pawnbroker License			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-132	Failure of Pawnbroker to Provide Receipt			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-133	Pawnbroker Failure to Label			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-134(a)	Underage Pawn or Sale to Underage of 18			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-134(b)	Receiving Goods from Intoxicated Person			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-134(c)	Receiving Goods from Someone without ID			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-134(d)	Receiving Property with Serial Number Removed			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-134(e)	Giving Property to Pawnbroker That Person Does Not Own			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-134(f)	Giving Pawnbroker False Name or ID			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
94-152	Secondhand Jewelry Dealer without License			
	1st Offense (50 - 1000)	\$	100	\$ 187.00
	2nd Offense (500 - 2000)	\$	600	\$ 817.00
98-3	Illegal Sign (50 - 500)	\$	100	\$ 187.00
98-36	Erect Sign Without Permit (50 - 500)	\$	100	\$ 187.00
98-38	Sign Extending Into Right-of-Way (10 - 100)	\$	50	\$ 124.00
98-66	Erect Awning / Canopy / Marquee Extending Into Right-of-Way Without Permit (10 - 100)	\$	100	\$ 187.00
98-67	Violate Construction Standards for Awnings / Canopies / Marquees (10 - 100)	\$	100	\$ 187.00

Failure to Remove Awning / Canopy / Marquee Extending			
98-68(b) Into Right-of-Way Upon Request (10 - 100)	\$	100	\$ 187.00
102-3 Unlawful Burial of Waste			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
102-3 Permit Waste to Remain in Open			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
102-4 Nuisance Composting			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
102-5 Littering			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
102-6(a) Fail to Control Litter on Commercial Property			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
Failure of Commercial Property to Provide Trash			
102-6(b) Receptacles			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
102-7 Littering by Customer of Commercial Property			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
102-8 Non-Compliance by Commercial Hauler			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
102-9 Commercial Hauler Violate Record Keeping Requirements			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
102-10 Illegal Dumping			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00
102-11 Scavenging			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in year (100 - 500)	\$	200	\$ 313.00
3rd Offense in year (250 - 2000)	\$	500	\$ 691.00

102-43 Improper Garbage Storage Container			
1st Offense (50 - 250)	\$	150	\$ 250.00
2nd Offense in 1 year (100 - 500)	\$	300	\$ 439.00
102-44 Improper Curbside Containers			
1st Offense (50 - 250)	\$	150	\$ 250.00
2nd Offense in 1 year (100 - 500)	\$	300	\$ 439.00
102-45 Improper Preparation of Curbside Refuse			
1st Offense (50 - 250)	\$	150	\$ 250.00
2nd Offense in 1 year (100 - 500)	\$	300	\$ 439.00
102-46 Premature Placement of Refuse / Recyclables at Curbside			
1st Offense (50 - 250)	\$	150	\$ 250.00
2nd Offense in 1 year (100 - 500)	\$	300	\$ 439.00
102-47 Improper Use of Resident Dropoff Site			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$ 313.00
102-49 Improper Preparation of Curbside Recycling			
1st Offense (50 - 250)	\$	100	\$ 250.00
2nd Offense in 1 year (100 - 500)	\$	200	\$ 313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$ 691.00
Violation of Commercial Refuse / Recyclable Storage			
102-50 Requirements			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$ 313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$ 691.00
102-51 Improper Incinerator			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$ 313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$ 691.00
102-52 Improper Disposal of Commercial / Industrial Refuse			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$ 313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$ 691.00
102-87 Mixing Recyclables & Non-Recyclables			
1st Offense (50 - 250)	\$	150	\$ 250.00
2nd Offense in 1 year (100 - 500)	\$	300	\$ 439.00
102-89 Improper Care of Separated Recyclable Materials			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$ 313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$ 691.00
Improper Management of Lead Acid Batteries, Major			
102-90 Appliances, Waste Oil, and Yard Waste			
1st Offense (50 - 250)	\$	100	\$ 187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$ 313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$ 691.00
Improper Preparation and Collection of Recyclable			
102-91 Materials			

1st Offense (50 - 250)	\$	100	\$	187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$	313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$	691.00
Violation of Requirements by Landlords (5 or more units 102-92 per property)				
1st Offense (50 - 250)	\$	100	\$	187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$	313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$	691.00
Violation of Requirements by Owners of Non-Residential 102-93 Property				
1st Offense (50 - 250)	\$	100	\$	187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$	313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$	691.00
102-94 Improper Disposal of Recyclable Materials				
1st Offense (50 - 250)	\$	100	\$	187.00
2nd Offense in 1 year (100 - 500)	\$	200	\$	313.00
3rd Offense in 1 year (250 - 2000)	\$	500	\$	691.00
110-3 Damaging Sidewalks / Streets (25 - 250)	\$	100	\$	187.00
110-5 Depositing Debris / Refuse / Snow (25 - 250)	\$	100	\$	187.00
Violation of Construction Procedures for New Streets (50 - 110-38 500)	\$	100	\$	187.00
110-40 Hindrance of Construction / Repair (10 - 100)	\$	50	\$	124.00
110-41 Removing Barriers / Lights (50 - 500)	\$	200	\$	313.00
110-71 Altering Grade of Street (10 - 100)	\$	50	\$	124.00
110-73 Altering Grade (25 - 250)	\$	100	\$	187.00
110-74 Removal of Grading Material (25 - 250)	\$	100	\$	187.00
110-101 Encroach on Public Street without Permit (10 - 100)	\$	50	\$	124.00
Failure to Obtain Permit for Temporary Obstructions of 110-102 Streets (10 - 100)	\$	50	\$	124.00
Failure to Remove Materials When Street Closing Permit 110-106 Expires (25 - 250)	\$	100	\$	187.00
110-107 Temporary Sidewalk Fencing Violation (10 - 100)	\$	50	\$	124.00
110-108 Obstructing Gutters (10 - 100)	\$	50	\$	124.00
110-109 Lights Required During Obstructions (25 - 250)	\$	100	\$	187.00
110-110 No Reflectors on Dumpsters (10 - 100)	\$	50	\$	124.00
110-111 Building / Fence in Right of Way (10 - 100)	\$	50	\$	124.00
110-171 Obstructing Sidewalk (10 - 100)	\$	50	\$	124.00
110-172 Advertising Fixtures in Sidewalk (10 - 100)	\$	50	\$	124.00
110-242 Excavating in Right-of-Way Without Permit (25 - 250)	\$	100	\$	187.00
110-247 Failure to / Improperly Restore Service (25 - 250)	\$	100	\$	187.00
110-249 Deposit of Material in Street (10 - 100)	\$	50	\$	124.00
110-250 Contractor Improper Barricades (25 - 250)	\$	100	\$	187.00
110-251 Failure to Regrade / Repair After Utility Repairs (25 - 250)	\$	100	\$	187.00
110-252 Failure to Restore Right-of-Way Appurtenances (25 - 250)	\$	100	\$	187.00
110-277 Water from Eaves on Sidewalk / Street (50 - 500)	\$	100	\$	187.00

110-278 Fail to Remove Snow from Sidewalks (25 - 250)	\$	100	\$	187.00
110-311 through				
110-316 Block Party Regulation Violations (10 - 100)	\$	50	\$	124.00
110-346 through				
110-359 House Numbering Violations (50 - 200)	\$	100	\$	187.00
110-502 Operating Sidewalk Café without Permit (100 - 500)	\$	200	\$	313.00
All Violations in Chapter 110 Not Listed Above (50 - 500)	\$	100	\$	187.00
<i>Use 15% of Tax as Forfeiture and Calculate Costs</i>				
114-46 Failure to Pay Room Tax (15% - 25% of Tax)				
All Other Violations of Chapter 114 Relating to Lodging (100 - 500)	\$	150	\$	250.00
All Traffic Violations with Corresponding State Statute Violations				<i>See State Uniform Traffic Deposit Schedule</i>
118-5 Operate in Undesignated Area (50 - 500)	\$	100	\$	187.00
118-6 Tire Squealing (30 - 50)	\$	50	\$	124.00
118-7(a) Drive on Sidewalk (30 - 50) (Wis. Stat. 346.94(1))	\$	40	\$	111.40
118-8 Violate Posted Load Limits (25 - 100)	\$	50	\$	124.00
118-9 Fail to Reduce Speed in Standing Water				
1st Offense (40 - 300)	\$	100	\$	187.00
2nd Offense within 1 year (80 - 600)	\$	200	\$	313.00
In Construction Zone (80 - 600)	\$	200	\$	313.00
2nd Offense in Construction Zone (160 - 1200)	\$	400	\$	565.00
118-128 Interfere with Parking Monitor (50 - 500)	\$	100	\$	187.00
Conversion of Vehicle to Office / Mercantile / Residential /				
118-132 Storage Purpose (50 - 500)	\$	100	\$	187.00
118-165 Deposit Slug in Meter (50 - 500)	\$	100	\$	187.00
118-166 Damage / Tamper with Meter (50 - 500)	\$	100	\$	187.00
False Representation as Resident for Purpose of Obtaining				
118-193(a) Residential Parking Permit (50 - 500)	\$	200	\$	313.00
Copy / Reproduce / Sell Residential Parking Permit (50 -				
118-193(c) 500)	\$	200	\$	313.00
118-276(a) Abandoned Vehicle (25 - 250)	\$	200	\$	313.00
118-319 Truck Route Violation				
1st Offense (50 - 100)	\$	100	\$	187.00
2nd Offense within 1 year (100 - 200)	\$	150	\$	250.00
118-321 Improper Deviation from Truck Route				
1st Offense (50 - 100)	\$	100	\$	187.00
2nd Offense within 1 year (100 - 200)	\$	150	\$	250.00
118-356 Operate Snowmobile between 10 pm and 7 am (20)	\$	20	\$	86.20
118-357 Unattended Snowmobile (10)	\$	10	\$	73.60
118-358 Operate Snowmobile on Sidewalk (20)	\$	20	\$	86.20
118-359 Operate Snowmobile on Sheboygan River (20)	\$	20	\$	86.20
118-360 Operate Snowmobile in Park (20)	\$	20	\$	86.20

118-361 Operate Snowmobile on Private Property (20)	\$	20	\$	86.20	
118-362 Operate Snowmobile on Public School Grounds (20)	\$	20	\$	86.20	
All Other Snowmobile Violations					<i>See State Bond Book</i>
118-421 Bicycle on North or South Pier (50 - 500)	\$	100	\$	187.00	
Drive / Bike from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3rd Street While Closed for					
118-423 Independence Day, Lake Fest, and Coho Derby (50 - 500)	\$	100	\$	187.00	
118-483 Improper Usage of Electric Scooter (0 - 25)	\$	25	\$	63.00	****
118-484 Improper Parking of Electric Scooter (0 - 25)	\$	25	\$	63.00	****
Noncompliance with Electric Scooter Rental License Requirements (50 - 500)	\$	100	\$	187.00	
Parade Leader Encourage Disobedience of Police Orders (50 - 500)	\$	100	\$	187.00	
118-536 Participate / Lead Parade Without Permit (50 - 500)	\$	100	\$	187.00	
All Violations in Chapter 118 Not Listed Above (50 - 500)	\$	100	\$	187.00	
122-3 Erection of Poles (25 - 50)	\$	50	\$	124.00	
122-4 Plans for Conduits (25 - 50)	\$	50	\$	124.00	
122-6 Connecting Sewer / Water without Permit (50 - 500)	\$	100	\$	187.00	
122-9 Connection to Sewer System Beyond City Limits (50 - 500)	\$	100	\$	187.00	
122-12 Excavating Around Sewer without Permit (50 - 500)	\$	100	\$	187.00	
122-13 Connecting Rainwater Drains to Sanitary Sewer (50 - 500)	\$	100	\$	187.00	
122-95 Tampering with Fire Hydrant (50 - 500)	\$	100	\$	187.00	
122-96 Water Conservation Violations (5 - 100)	\$	100	\$	187.00	
122-97 Service to Unincorporated Areas (5 - 100)	\$	100	\$	187.00	
Operate a Natural / Mixed Gas Franchise Without Proper Application (25 - 50)	\$	50	\$	124.00	
122-257 Unlawful Connection to Building Sewer (10 - 100)	\$	50	\$	124.00	
122-339 Waterless Toilets Prohibited (50 - 500)	\$	100	\$	187.00	
122-472 Industrial Dilution in Lieu of Treatment (50 - 500)	\$	100	\$	187.00	
Providing False Information Relating to Industrial Wastewater (50 - 500)	\$	100	\$	187.00	
122-511 Significant User Discharging Without Permit (50 - 500)	\$	100	\$	187.00	
Discharge Other Than Storm Water Into City Storm Sewer (50 - 1000)	\$	500	\$	691.00	
122-604 Illegal Connection to Storm Drainage System (50 - 1000)	\$	500	\$	691.00	
All Violations in Chapter 122 Not Listed Above (50 - 500)	\$	100	\$	187.00	
126-31 Injury to Tree or Shrub (25 - 200)	\$	50	\$	124.00	
126-64 Interference with City Forester (25 - 200)	\$	50	\$	124.00	
126-96 Work on Public Tree without Permit (25 - 200)	\$	50	\$	124.00	
126-126 Tree Planting Regulations (25 - 200)	\$	50	\$	124.00	
126-127 Tree Trimming Regulations (25 - 200)	\$	50	\$	124.00	
126-128 Permit Tree to Obstruct View at Intersection (25 - 200)	\$	50	\$	124.00	
126-156 Fail to Obtain Commercial Operator's License (25 - 200)	\$	50	\$	124.00	
All Violations in Chapter 126 Not Listed Above (25 - 200)	\$	50	\$	124.00	

Operate Vehicle for Hire Business without License (50 - 130-56 500)	\$ 100	\$ 187.00
130-59(a) Operate Vehicle for Hire Without License (50 - 500)	\$ 100	\$ 187.00
130-59(b)(2) Drive Uninspected Taxi (50 - 500)	\$ 100	\$ 187.00
Fail to Maintain / Make Available Inspection Records (50 - 130-59(b)(3) 500)	\$ 100	\$ 187.00
130-61 Operate Taxi Without License (50 - 500))	\$ 100	\$ 187.00
134-5 Refuse & Obstructions in Waterway (50 - 500)	\$ 250	\$ 376.00
134-6 Blocking Street / Alley Fronting Harbor (50 - 500)	\$ 250	\$ 376.00
134-78 Violate Order / Direction of Harbormaster (50 - 500)	\$ 250	\$ 376.00
134-108 Boat ID Number Violation (50 - 500)	\$ 250	\$ 376.00
134-109 Boat Violate Speed Limit (50 - 500)	\$ 250	\$ 376.00
134-110 Negligent Operation of Boat (50 - 500)	\$ 250	\$ 376.00
134-111 Improper Anchoring (50 - 500)	\$ 250	\$ 376.00
134-112 Improper Passing through Bridges (50 - 500)	\$ 250	\$ 376.00
134-113 Damage Pier / Dock / Installation (0 - 300)	\$ 100	\$ 187.00
134-114 Duty to Render Aid (0 - 300)	\$ 100	\$ 187.00

134-141 through

134-146 Boat Equipment Violations (50 - 500)	\$ 250	\$ 376.00
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134-176 through

134-181 Violate Boat Launch Regulations		
Within 5 Days (0 - 25)	\$ 25	\$ 92.50
After 5 Days (50 - 100)	\$ 50	\$ 124.00
All Violations in Chapter 134 Not Listed Above (50 - 500)	\$ 100	\$ 187.00
All Violations of Sheboygan Floodplain Zoning Ordinance (50 - 250)	\$ 150	\$ 250.00
All Violations of Shoreland-Wetland Zoning Ordinance (25 - 200)	\$ 150	\$ 250.00
All Violations of Sheboygan Subdivision Code (100 - 1000)	\$ 150	\$ 250.00
All Violations of Construction Site Erosion Control Ordinance (50 - 1000)	\$ 150	\$ 250.00
All Violations of Post-Construction Stormwater Management Zoning Ordinance (50 - 1000)	\$ 150	\$ 250.00
All Zoning Code Violations (10 - 200)	\$ 150	\$ 250.00
All Violations Not Listed Above (50 - 500)	\$ 100	\$ 187.00

Parking Violations

<u>Sec. Number</u>	<u>Violation</u>	<u>Parking Fine</u>	<u>Total with Costs</u>	
42-104(b)	Snow Emergency Parking Violation (50)	\$ 50	\$ 88.00	**
42-107(b)	Violate Non-Parking Emergency Rule (0 - 100)	\$ 50	\$ 124.00	
118-7(b)	Parked Encumbering Free Passage (0 - 25)	\$ 25	\$ 63.00	**

118-127 24 Hour Parking Violation (25)	\$	25	\$	63.00	**
118-129 Improper Parking in Alley (25)	\$	25	\$	63.00	**
118-131 Parked Between Curb and Sidewalk (25)	\$	25	\$	63.00	**
118-136 Large Vehicle Parking Violation (25)	\$	25	\$	63.00	**
118-137 Overnight Parking of Trailers Prohibited (25)	\$	25	\$	63.00	**
118-164 Not Parked in Metered Space (25)	\$	25	\$	63.00	**
118-167 Overtime at Meter					
1st, 2nd, and 3rd offenses in one year (10)	\$	10	\$	48.00	**
4th, 5th, and 6th offenses in one year (15)	\$	15	\$	53.00	**
7th offense or more in one year (25)	\$	25	\$	63.00	**
118-242 Winter Season Parking Violation	\$	25	\$	63.00	**
Wis. Stat.					
346.53(6) Parked Where Prohibited by Sign (25)	\$	25	\$	63.00	**
Penalty Set in 118-135(b)					
Wis. Stat.					
346.53(6) Parked Beyond Time Limitations of Sign					
Penalty Set in 118-135(b)					
1st, 2nd, and 3rd offenses in one year (10)	\$	10	\$	48.00	**
4th, 5th, and 6th offenses in one year (15)	\$	15	\$	53.00	**
7th offense or more in one year (25)	\$	25	\$	63.00	**
Wis. Stat.					
346.505 Handicapped Parking Violation (20 - 200)	\$	75	\$	155.50	**
Penalty Set in 118-135(c)					
All Bicycle / Skateboard / In-Line Skate Violations (including those listed below) if issued on Bicycle Tickets	\$	25	\$	63.00	
(Note: Must be re-issued if Defendant wants court)					
All Bicycle / Skateboard / In-Line Skate Violations not listed below, if not issued on Bicycle Tickets	\$	25	\$	92.50	
118-448(a) Drive Bike without Proper Lights / Reflectors (25)	\$	25	\$	92.50	
118-448(b) Defective Bicycle Brakes (25)	\$	25	\$	92.50	
118-448(c) Drive Bike without Proper Bell / Horn (25)	\$	25	\$	92.50	
118-448(d) Violate Bike Equipment Safety Rules (25)	\$	25	\$	92.50	
118-449(1) Failure to Keep Right (25)	\$	25	\$	92.50	
118-449(2) Too Many People on Bike / Improper Towing (25)	\$	25	\$	92.50	
118-449(3) Drive Bike While Attached to Moving Vehicle (25)	\$	25	\$	92.50	
118-449(4) Fail to Ride Single File (25)	\$	25	\$	92.50	
118-449(5) Improper Riding (25)	\$	25	\$	92.50	
118-449(6) Bicycle Racing with Motor Vehicle (25)	\$	25	\$	92.50	
118-449(7) Stunt Riding - Bicycle (25)	\$	25	\$	92.50	
118-449(7) Riding No-Handed (25)	\$	25	\$	92.50	
118-449(8) Bicycle on Sidewalk in Business District (25)	\$	25	\$	92.50	
118-449(9) Drive Mechanically Unsafe Bike (25)	\$	25	\$	92.50	
118-449(10) Adopting Wis. Stat. Chap. 346 as to Bicycles					
118-471 Operate Unregistered Bicycle (25)	\$	25	\$	92.50	
118-474 Deface / Remove / Destroy Bike License (25)	\$	25	\$	92.50	
118-477 Parent Permit Operation of Unlicensed Bike (25)	\$	25	\$	92.50	

118-479(a)(1) Skateboard in Downtown District (25)	\$	25	\$	92.50
118-479(a)(2) Skateboard in City Park (25)	\$	25	\$	92.50
118-479(a)(3) Skateboard in Public Parking Lot (25)	\$	25	\$	92.50
118-479(a)(4) Skateboard in Commercial / Industrial Zone (25)	\$	25	\$	92.50
118-479(a)(5) Skateboard on Boardwalk (25)	\$	25	\$	92.50
118-479(a)(6) Skateboard on North or South Pier (25)	\$	25	\$	92.50
118-479(b)(1) Roller Skate / Blade in Downtown District (25)	\$	25	\$	92.50
118-479(b)(3) Roller Skate / Blade in Public Parking Lot (25)	\$	25	\$	92.50
118-479(b)(4) Skate / Blade in Commercial / Industrial Zone (25)	\$	25	\$	92.50
118-479(b)(5) Roller Skate / Blade on Boardwalk (25)	\$	25	\$	92.50
118-479(b)(6) Roller Skate / Blade on North or South Pier (25)	\$	25	\$	92.50
Roller Skate / Blade or Skateboard from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3rd Street While Closed for Independence Day, Lake Fest, and Coho Derby				
118-480 (25)	\$	25	\$	92.50
All Other Bicycle Violations Not Issued on Bicycle Tickets			<i>See State Bond Book</i>	
(Note: All rules of the road in Wis. Stat. 346 apply to bicycles)				
All Other Skateboard / Roller Skate / In-line Skate / Roller Blade Violations Not Issued on Bicycle Tickets (25 - 100)				
	\$	25	\$	92.50

* Housing Maintenance Code Violations may not be charged unless the inspector has previously sent a warning letter. See Sheboygan Municipal Code 26-703.

** Certain costs not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial. state misdemeanors and forfeitures listed in the Revised Uniform State Traffic Deposit Schedule and Alcohol Beverages, Harassment, Safety, Tobacco, UW Rule, Drug Paraphernalia and Rental Unit Energy Efficiency Violations Deposit Schedule and Trespass to Land Deposit Schedule. Includes all violations listed in the Uniform Misdemeanor Bail Schedule, but only when the violation is issued as a city

*** No Court Costs or witness fees assessed unless violator desires to appear at a court hearing on violation.
