ATTACHMENTS

1.5

City of Sheboygan
spirit on the lake

June 2, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

BOARD OF MARINA, PARKS, AND FORESTRY COMMISSIONERS

NAME	TERM START	EXPIRES
Marilyn Montemayor – Plan Commission representative	04/20/2021	04/18/2022

JOINT REVIEW BOARD

NAME	TERM START	EXPIRES
Mayor Ryan Sorenson – City of Sheboygan representative	04/20/2021	04/18/2022
Mark Boehlke – SASD representative	04/20/2021	04/18/2022
Roy Kluss – LTC representative	04/20/2021	04/18/2022
Roger TeStroete – County representative	04/20/2021	04/18/2022
Roberta Filicky-Peneski – Public representative	04/20/2021	04/18/2022

LIBRARY BOARD

NAME	TERM START	EXPIRES
Andre Walton	04/16/2019	04/18/2022

MAYOR'S INTERNATIONAL COMMITTEE

NAME	TERM START	EXPIRES
Tony Rammer	04/20/2021	04/18/2022
Deidre Martinez	04/20/2021	04/18/2022
Peter Janssen	04/20/2021	04/18/2022
Deb Sabol-Williams	04/20/2021	04/18/2022
Dana Elmzen	04/20/2021	04/18/2022
Nick Laurie	04/20/2021	04/18/2022

Ryan Sorenson

RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Layover

II

R. O. No. _____ - 21 - 22. By BOARD OF LICENSE EXAMINERS. June 21, 2021.

Attached hereto we are submitting an application for Building Contractor License already GRANTED:

49836	Patrick V.J. McCoy 1303 Maryland Ave Sheboygan, WI 53081-4833	Carpenter Accessory

_____

BOARD OF LICENSE EXAMINERS

II

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

Submitting various license applications.

_____
City Clerk

CARNIVAL

No.	Name	Address
1338	Sheboygan Jaycees Foundation	P.O. Box 561 - Two day event held 8/6/21 - 8/7/21 located at Kiwanis Park.

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
2344	Sheboygan County Interfaith	1251 Geele Avenue - One day event 7/30/21 Located at City Green.
2344	Sheboygan County Interfaith	1251 Geele Avenue - One day event 8/20/21 Located at City Green.
3205	Anglers Avenue Tournament Circuit	510 S. Pier Drive - Two day event 7/2/21 - 7/3/21 located on the East area of 510 S. Pier Drive. To include beer and wine.
2541	SVA-Sheboygan Visual Artists	4902 N. 18th Street - One day event 6/25/21 Located at the EBCO Artworks, first floor.
1340	Sheboygan Jaycees	715 Broughton Drive - One day event 7/3/21 Located at Deland Park - 715 Broughton Drive.
1338	Sheboygan Jaycees Foundation	P.O. Box 561 - Two day event 8/6/21 - 8/7/21 located at Kiwanis Park.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
3680	Stielow, Jaclyn	4120 N. 30th Street
3681	Tidwell, Jazmine T.	W3718 S. Drive, Plymouth

II

R. O. No. ____ - 21 - 22. By BOARD OF WATER COMMISSIONERS. June 21, 2021.

To the Honorable, the Mayor and Common Council:

In 2006, the City of Sheboygan granted a permanent easement (60 feet by 120 feet) to the Sheboygan Water Utility for the purpose of constructing and operating a raw water intake and pumping station on a small tract on the shoreline in Vollrath park adjacent to Utility lands. This site was the only feasible location for the new installation, which replaces aging critical infrastructure. After ongoing work, the Water Utility has completed final design of the facility and coordinated with other city entities including the Department of Public Works, City Attorney, Planning and Development, and Zoning. The final design requires a modification of the existing easement to accommodate a service driveway, shoreline protection, security fencing, and some large underground pipes connecting to the water treatment plant. The Board of Water Commissioners respectfully requests that the original permanent easement be replaced by the modified permanent easement to accommodate this important infrastructure project for the community. The Board also requests approval of a utility easement to the north for connection on Vollrath Boulevard for the purpose of installation and operation of a sanitary sewer lateral to serve the new building.

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Mark J. Smith, Secretary

Thomas E. Howe, Member

VI

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

Your 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.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.13

R. C. No. 328 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your 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 referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
4-22
file

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

3.1

R. O. No. 130 - 20 - 21. By CITY CLERK. February 1, 2021.

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.

F&P

CITY CLERK

Claim #22-20
MKC
1-19-21

JAN 19 '21 PM12:35

January 8, 2021

SHEBOYGAN DEPT OF PUBLIC WORKS
CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Your Claim Number: N/A
Your Insured: SHEBOYGAN DEPT OF PUBLIC WORKS
Our Claim Number: RA2605
Our Insured: STEVEN L & SUSAN M AUBRY
Date of Loss: 11/06/2020
Type of Loss: AUTO
Location: HWY 28 & I-43, SHEBOYGAN, WI 53081
Salvage Pending: ☐ Y or ☒ N

Dear Claims Adjuster:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

Payment	$4,092.91
Deductible	$250.00
Salvage Deduction	$0.00
Total	$4,342.91

Please mail the drafts to the address listed below:

Acuity
Claims Department
PO Box 58
Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

Faith A. Senkbeil

FAITH SENKBEIL
Claims Department
fsenkbeil@acuity.com
Enclosure(s)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DATE RECEIVED 1/8/2021 RECEIVED BY _____

CLAIM NO. RA2605

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

1. Name of Claimant: Steven L. and Susan M. Aubry
2. Home address of Claimant: 4720 Columbus St. Two River, WI 54241
3. Home phone number 920.793.3995
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 11/06/2020 @ 10:37 am
6. Where did damage or injury occur? (give full description) Hwy 28 & I-43 Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) Vehicle driven by Allen K. Fleidner backed into vehilce driven by Steven L. Aubry. Both vehicles were stopped at a trafic light, Mr. Fleisner dediced he wanted to change lanes and in doing so he backed up into the vehicle driven by Mr. Aubry.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: OFFICER K. HUIBREGTSE
   (b) Claimant's statement of the basis of such liability: Mr. Aubry is not liable for this accident. Mr. Fleidner is 100% Liable
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A
   (b) Claimant's statement of basis for such liability: N/A

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

No Injuries

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

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

Auto:	$	4092.91
Property:	$	0.00
Personal injury:	$	0.00
Other: (Specify below Deductible	$	250.00
TOTAL	$	4,342.91

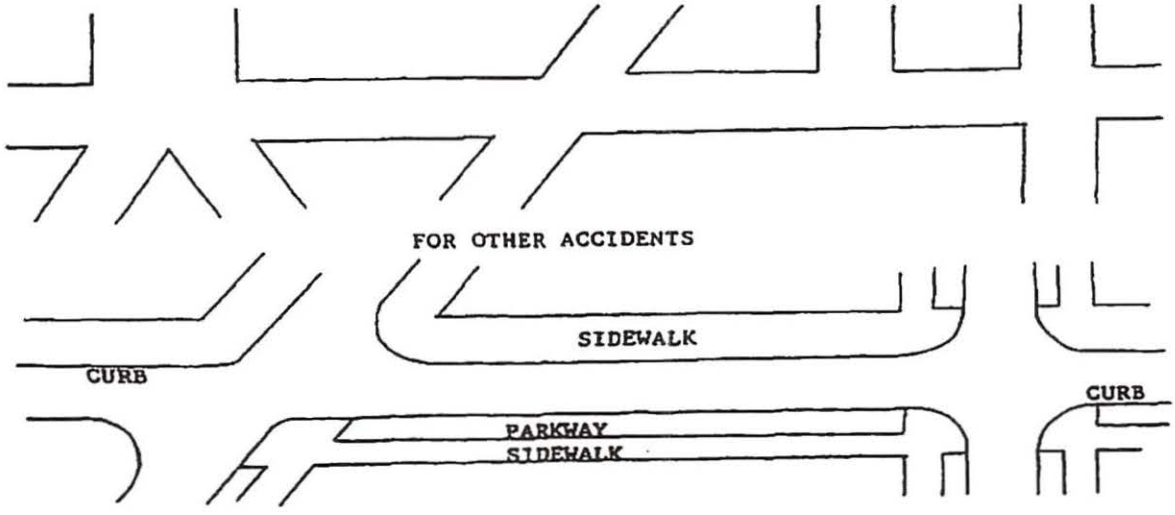
Damaged vehicle (if applicable)

Make: Chrysler Model: T&C Year: 2015 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Faith Senkbeil DATE ~~1/8/2020~~ 1/12/20

Faith Senkbeil on behalf of Acuity

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. RA2605

CLAIM

Claimant's Name: Steven and Susan Aubry

Claimant's Address: 4720 Columbus St. Two River, WI 54241

Claimant's Phone No. 9207933995

Auto	$ 4,092.91
Property	$ 0.00
Personal Injury	$ 0.00
Other (Specify below)	$ Deductible $250.00
TOTAL	$ 4,342.91

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 4,342.91

SIGNED Faith Senkbeil DATE: ~~1/8/2021~~ 1/12/2021

ADDRESS: 2800 S Taylor Drive
Sheboygan, WI 53081

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

LexisNexis®

For Customer Support refer to the appropriate platform below:

OrderPoint
800-934-9698
Orderpoint.support@lexisnexis.com

Accurint for Insurance
866-277-8407
Accurint.support@lexisnexis.com

Lexis.com
Law Firm accounts
800-543-6862

PAGE COUNT: 9

CLIENT : 6686
DIVISION :
ADJUSTER : FAS
CLAIM : RA2605

TRANSACTION # : 1188025962
DATE : 11/11/2020

DATE OF LOSS : 11/06/2020 TIME OF LOSS :
STREET : HWY 28 & I-43
CITY : SHEBOYGAN
COUNTY : SHEBOYGAN
STATE : WI

INVESTIGATING AGENCY : SHEBOYGAN PD
REPORT NUMBER : C20-18585
REPORT TYPE : Auto Accident
PARTY 1 : STEVEN L & SUSAN AUBRY
PARTY 2 : STEVEN AUBRY
PARTY 3 :

CAR : MAKE : CHRY TOWN & COUNTRY YEAR : 2015
TAG :

DRIVER LICENSE :
ADDITIONAL INFO :

NOTE :

THANK YOU FOR YOUR ORDER!

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

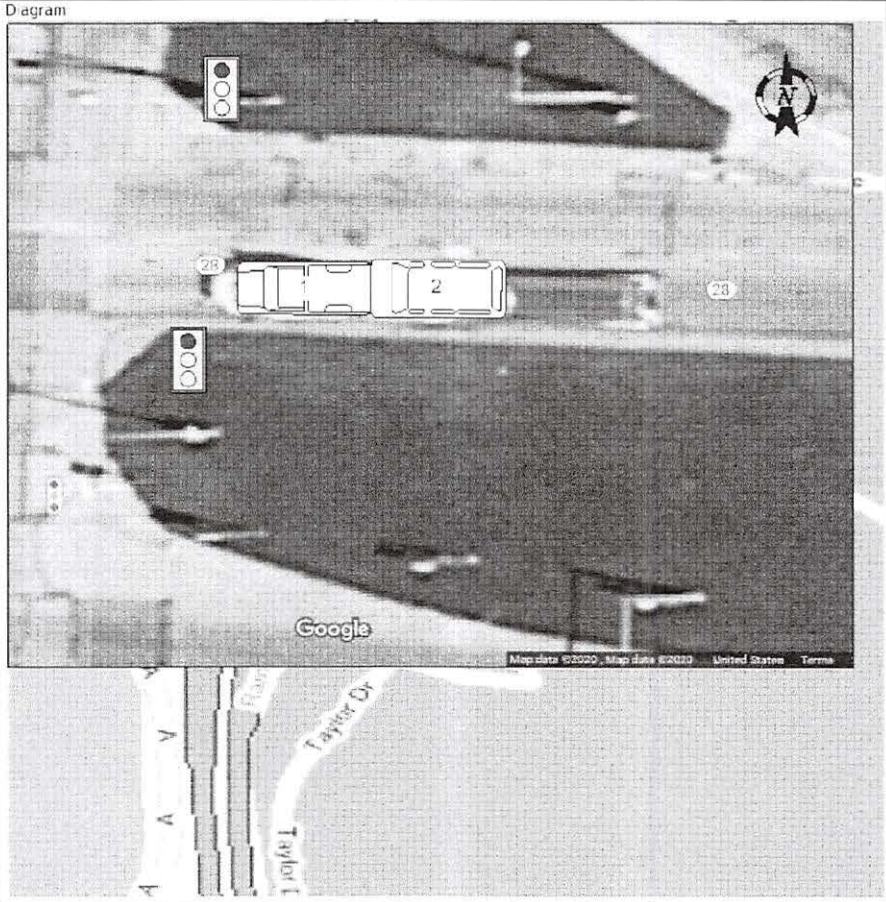
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Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER K. HUIBREGTSE
Crash Date 11/06/2020	**Crash Time** 10:37 AM	**Date Arrived** 11/06/2020	**Time Arrived** 10:48 AM
Date Notified 11/06/2020	**Time Notified** 10:40 AM	**Total Units** 02	**Total Injured** 00 / **Total Killed** 00

☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related: NO		Tags	
☑ Reportable	Crash Type: DT4000 (STANDARD CRASH)			☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By
K. HUIBREGTSE

Additional Information
PHOTOS, BODY CAMERA VIDEO

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 WAS STOPPED AT THE RED LIGHT ON WASHINGTON AVE, AT THE RED LIGHT JUST BEFORE 143. UNIT 2 WAS STOPPED BEHIND UNIT 1. OPERATOR OF UNIT 1 SAID HE SAW THAT THE ROAD WAS CLOSED AHEAD OF HIM, AND CHECKED HIS MIRRORS, AND WAS GOING TO BACK UP AND SWITCH TO LEFT TURN LANE. UNIT 1 SAID HE DID NOT SEE A VEHICLE BEHIND HIM, ALL OTHER AREAS CLEAR AND BACKED UP. UNIT 1 STRUCK UNIT 2 WHICH WAS STOPPED AT THE LIGHT. THEY BOTH MOVED TO THE LOT LOT. MINOR DAMAGE TO UNIT 2S FRONT BUMPER, AND PHOTOS WERE TAKEN. NO REAL NEW DAMAGE TO BACK STEP OF UNIT 1, IT HAD PREVIOUS DAMAGE PRIOR INCIDENT. SGT. WALSH RESPONDED, AND INFORMATION GATHERED AND SENT TO CITY ATTORNEY TO REVIEW. 265

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON STH28 WB 264 FT W OF TAYLOR DR IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.717719319	Longitude -87.758774966
	X Coordinate 438878.125	Y Coordinate 4840801
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision OTHER		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL J URISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION	Intersection Type FOUR-WAY INTERSECTION	

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK
Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel WESTBOUND	☐ Pre CrashTire Mark	Speed Limit 35	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way DIVIDED HWY W/TRAFFIC BARRIER		Traffic Control TRAFFIC SIGNAL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle

UNIT 01 — VEHICLE 01

License Plate Number 71201	Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1HTMPAFM97H367264	Make INTERNATIONAL	Year 2007	Model UTILITY
Color WHI - WHITE	Body Style CB - CAB CHASSIS		Bus Use
Initial Contact Point 06 - REAR	Vehicle Damage 06 - REAR		
Extent Of Damage MINOR DAMAGE			

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — VEHICLE 01

Towed Due To Damage: **NOT TOWED**	Vehicle Removed By: **OPERATOR**
What Driver Was Doing: **BACKING**	Vehicle Factors: **NOT APPLICABLE**
Driver Prior Action Other:	
Driver Actions: **UNSAFE BACKING**	
Owner Name: **SHEBOYGAN CITY** (920) 459-3443	Owner Address: **1315 N 23RD ST # 101** **SHEBOYGAN, WI 53081 , US**

Sequence Of Events

01 Event: **MOTOR VEH IN TRANSPORT**	
02 Event:	
03 Event:	
04 Event:	

Policy Holder

Insurance Company: **CITY OF SHEBOYGAN**	Government: **SHEBOYGAN CITY**

UNIT 01 — INDIVIDUAL 001

Individual

Driver: **ALLEN KEITH FLEISNER** (920) 377-1202	Citations Issued: **0**	Sex: **MALE**
	Date of Birth: **08/24/1972**	Race: **WHITE**
Address: **1111 EVERGREEN DR** **PLYMOUTH, WI 53073 , US**	Driver License Number: **F4250117230403** **STATE: WISCONSIN COUNTRY: UNITED STATES**	

Safety Equipment

On Duty Crash:		Safety Equipment: **SHOULDER & LAP BELT**
Row: **01 - FRONT ROW**	Seat Position: **07 - LEFT**	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

Injury

Injury Severity: **NO APPARENT INJURY**		Airbag: **NON DEPLOYED**
Ejected: **NOT EJECTED**	Ejection Path: **NOT EJECTED/NOT APPLICABLE**	Trapped/Extricated: **NOT TRAPPED**
Medical Transport: **NOT TRANSPORTED**	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: **NOT APPLICABLE (NOT DISTRACTED)**	
Distracted By Action: **NOT DISTRACTED**	

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — INDIVIDUAL 001

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
PASSENGER VAN	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
3		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	WESTBOUND	☐	35	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
DIVIDED HWY W/TRAFFIC BARRIER	TRAFFIC SIGNAL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat
NO

Vehicle

UNIT 02 — VEHICLE 02

License Plate Number	Plate Type	St	Country of Issuance
311CBW	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
2C4RC1BG0FR646796	CHRYSLER	2015	TOWN & COU

Color	Body Style	Bus Use
GLD - GOLD	VN - VAN	

Initial Contact Point	Vehicle Damage
12 - FRONT	12 - FRONT

Extent Of Damage	
MINOR DAMAGE	

Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — VEHICLE

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

Owner Name	Owner Address
STEVEN L AUBRY (920) 793-3995	4720 COLUMBUS ST TWO RIVERS, WI 54241 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT 02 — Policy Holder

Insurance Company	Individual
ACUITY,-A-MUTUAL-INSURANCE-CO	STEVEN AUBRY

UNIT 02 — INDIVIDUAL 002

Individual

Driver	Citations Issued	Sex
STEVEN L AUBRY (920) 793-3995	0	MALE
	Date of Birth: 05/16/1947	Race: WHITE

Address	Driver License Number
4720 COLUMBUS ST TWO RIVERS, WI 54241 , US	A1607924717605 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	07 - LEFT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action: NOT DISTRACTED

Non Motorist

Striking Unit #	Location

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 002

Prior Action

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Individual

UNIT 02 — INDIVIDUAL 003

Passenger	Citations Issued	Sex
J EREMY N AUBRY (920) 905-5025	0	MALE
	Date of Birth: 12/12/1972	Race: WHITE

Address	Driver License Number
1510 DIVISION ST MANITOWOC, WI 54220 , US	A1604347245207 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	09 - RIGHT

Helmet Use | Helmet Compliance

Eye Protection | Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source

Distracted By Action

Non Motorist

Striking Unit #	Location

Prior Action

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 003

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

UNIT 02 — INDIVIDUAL 004

Individual

Passenger	Citations Issued	Sex
SUSAN MARY AUBRY (920) 793-3995	0	FEMALE
	Date of Birth: 02/19/1952	Race: WHITE

Address	Driver License Number
4720 COLUMBUS ST TWO RIVERS, WI 54241 , US	A1607935255900 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
02 - SECOND ROW	07 - LEFT

Helmet Use | Helmet Compliance

Eye Protection | Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source

Distracted By Action

Non Motorist

Striking Unit # | Location

Prior Action

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 004

Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: APPEARED NORMAL			

Van Horn Chrysler Dodge Jeep Ram of Manitowoc

4611 Expo Dr, Manitowoc, WI 54220
Phone: (920) 684-7753

Workfile ID: 9891e52d
PartsShare: 637kFd
Federal ID: 47-3729523

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

Written By: Ron Schwaller, 11/11/2020 2:39:04 PM
Adjuster: SENKBEIL, FAITH, (920) 458-9131 Business

Insured:	AUBRY, STEVEN L & SUSAN	Policy #:	P76849	Claim #:	RA2605-1-0-400
Type of Loss:	Collision	Date of Loss:	11/6/2020 4:30 PM	Days to Repair:	3
Point of Impact:	12 Front				

Owner:
AUBRY, STEVEN L & SUSAN

4720 COLUMBUS ST
TWO RIVERS, WI 54241
(920) 793-3995 Day

Inspection Location:
Van Horn Chrysler Dodge Jeep Ram of Manitowoc
4611 Expo Dr
Manitowoc, WI 54220
Repair Facility
(920) 684-7753 Business

Insurance Company:
ACUITY, A MUTUAL INSURANCE COMPANY

02

VEHICLE

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

VIN:	2C4RC1BG0FR646796	Interior Color:		Mileage In:	82,860	Vehicle Out:	
License:	311-CBW	Exterior Color:	BEIGE	Mileage Out:			
State:	WI	Production Date:	12/2014	Condition:	Excellent	Job #:	

TRANSMISSION
Automatic Transmission
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Entertainment Center
Dual Power Sliding Doors
Home Link
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Bucket Seats
Reclining/Lounge Seats
Leather Seats
3rd Row Seat
Retractable Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Rear Spoiler
California Emissions
TRUCK
Rear Step Bumper
Power Trunk/Liftgate

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**FRONT BUMPER**								
2		Repl	Absorber	68082094AB	1	109.00		Incl.	
3			O/H front bumper					2.0	
4	** <>	Repl	A/M CAPA Bumper cover	68088967AA	1	376.00		Incl.	3.0
5			Add for Clear Coat						1.2
6	**	Repl	A/M CAPA Impact bar	5113162AA	1	390.00		0.4	
7	**GRILLE**								
8	**	Repl	A/M Upper grille	68100692AB	1	440.00		Incl.	
9	**FRONT LAMPS**								
10	**	Repl	A/M CAPA RT Headlamp assy w/o HID headlamps	5113336AI	1	281.00		0.5	
11			Aim headlamps					0.5	
12	**RADIATOR SUPPORT**								
13		Repl	RT Support brace	68023328AA	1	51.70		0.1	0.2
14			Add for Clear Coat						0.1
15	**ELECTRICAL**								
16		Repl	Low note horn	5026976AD	1	70.00	m	0.2	
17	#	Repl	Flex additive		1	5.00			
18	#	Rpr	Color sand and buff					0.5	
19	#		Color tint / color match		1				0.5
20	**VEHICLE DIAGNOSTICS**								
21	*	Rpr	Pre-repair scan				m	1.0 M	
22	*	Rpr	Post-repair scan				m	1.0 M	
23	#		COVID-19 Disinfect		1	25.00		1.0	
24	#	Subl	Hazardous waste removal		1	8.00			
				SUBTOTALS		**1,755.70**		**7.2**	**5.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,755.70
Body Labor	5.2 hrs	@	$ 62.00 /hr	322.40
Paint Labor	5.0 hrs	@	$ 62.00 /hr	310.00
Mechanical Labor	2.0 hrs	@	$ 135.00 /hr	270.00
Paint Supplies	5.0 hrs	@	$ 42.00 /hr	210.00
Subtotal				2,868.10
Sales Tax	$ 2,868.10	@	5.0000 %	143.41
Grand Total				**3,011.51**
Deductible				250.00
CUSTOMER PAY				**250.00**
INSURANCE PAY				**2,761.51**

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TE08, CCC Data Date 11/09/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

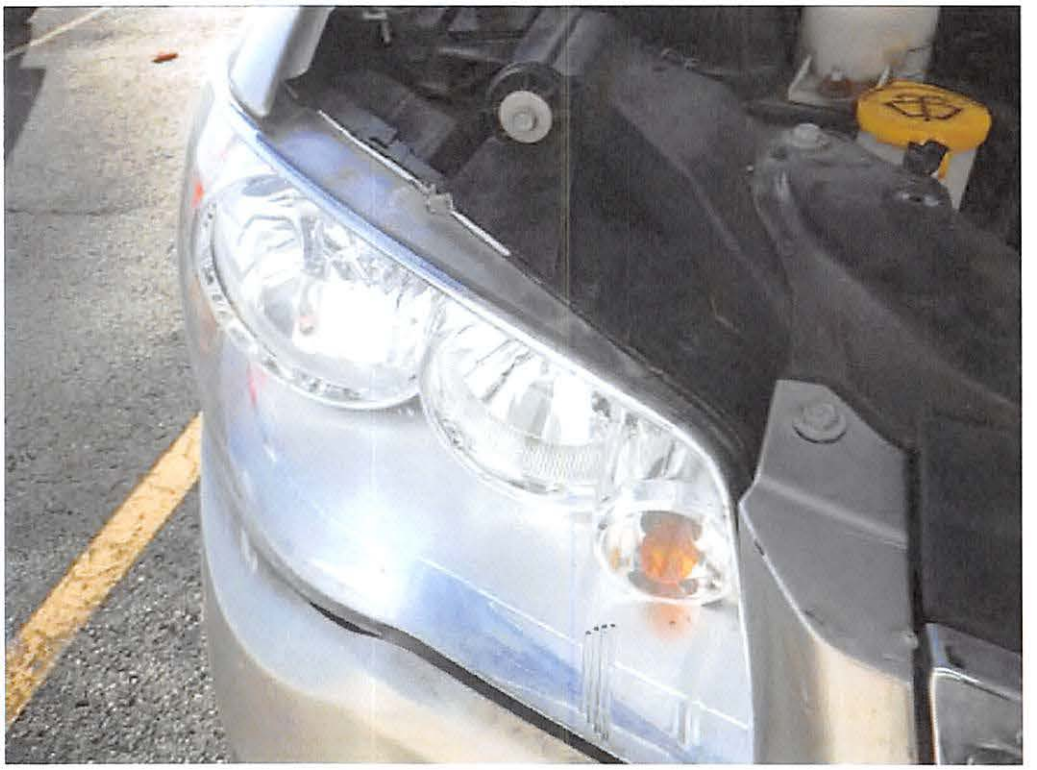
PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1000990PP A/M CAPA Bumper cover Quote: 714014927 Expires: 12/27/20	$ 376.00
6	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1006218DSC A/M CAPA Impact bar Quote: 714133688 Expires: 12/26/20	$ 390.00
8	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1200350 A/M Upper grille Quote: 714150069 Expires: 12/26/20	$ 440.00
10	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH2503192C A/M CAPA RT Headlamp assy w/o HID headlamps Quote: 714019220 Expires: 12/27/20	$ 281.00



RT H/LMP

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO1**
File Date:	**11/11/2020**
Label:	**RT H/LMP**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



RT H/LMP

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO2
File Date:	11/11/2020
Label:	RT H/LMP
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



HORN / RAD SUPT BRACE

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO3**
File Date:	**11/11/2020**
Label:	**HORN / RAD SUPT BRACE**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



VIN

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO4
File Date: 11/11/2020
Label: VIN
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



RF

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO5
File Date:	11/11/2020
Label:	RF
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



LR

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO6
File Date:	11/11/2020
Label:	LR
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



RT H/LMP

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO7
File Date:	11/11/2020
Label:	RT H/LMP
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



HORN

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO8
File Date:	11/11/2020
Label:	HORN
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



LIC PLT

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO9
File Date:	11/11/2020
Label:	LIC PLT
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



POI

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO10
File Date:	11/11/2020
Label:	POI
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



RR

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO11
File Date:	11/11/2020
Label:	RR
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



INTERIOR

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO12**
File Date:	**11/11/2020**
Label:	**INTERIOR**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



ODOMETER

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO13
File Date: 11/11/2020
Label: ODOMETER
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



LF

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO14
File Date:	11/11/2020
Label:	LF
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



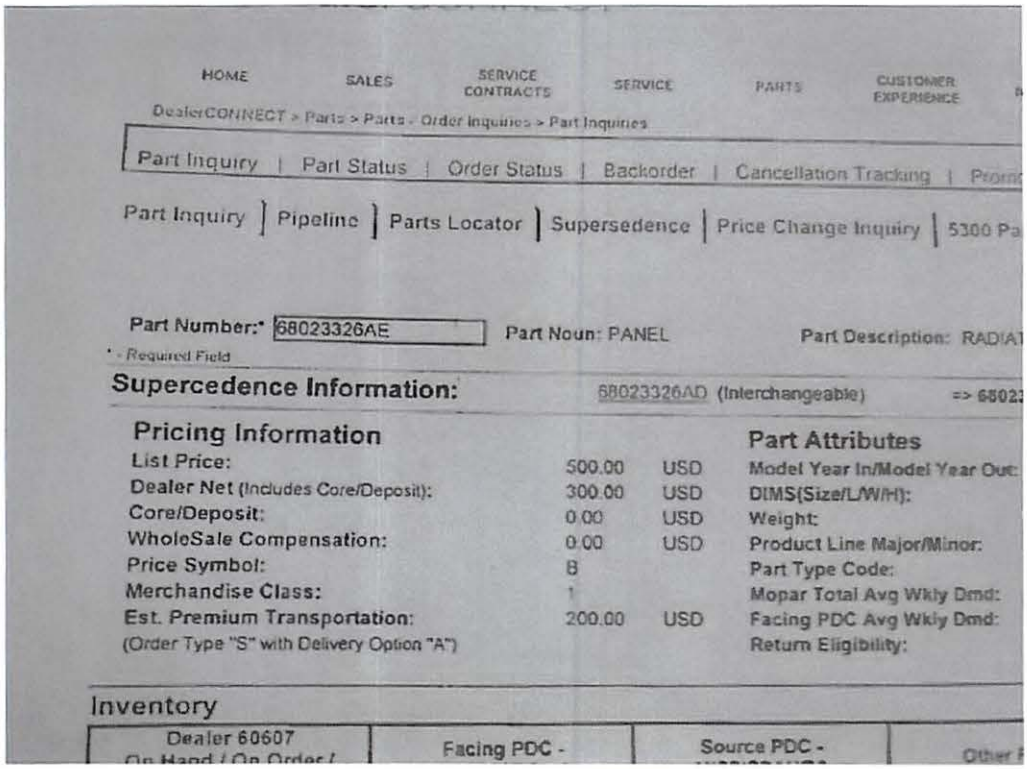
FRT BMPR / GRILLE

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO15
File Date: 11/11/2020
Label: FRT BMPR / GRILLE
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



S1 RAD SUPT

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO16**
File Date:	**11/24/2020**
Label:	**S1 RAD SUPT**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**S01**



S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO17
File Date: 11/24/2020
Label: S1 RAD SUPT
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



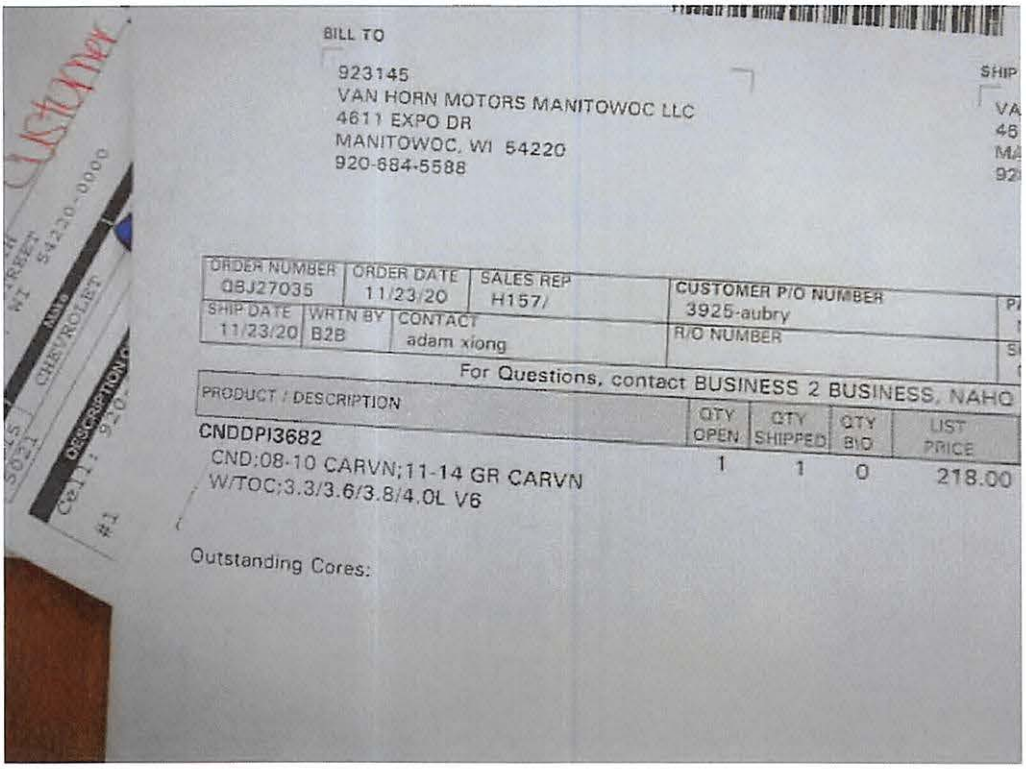
S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO18
File Date: 11/24/2020
Label: S1 RAD SUPT
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



S1 RAD SUPT

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO19**
File Date:	**11/24/2020**
Label:	**S1 RAD SUPT**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**S01**



BILL TO

923145
VAN HORN MOTORS MANITOWOC LLC
4611 EXPO DR
MANITOWOC, WI 54220
920-684-5588

SHIP
VA
46
MA
92

ORDER NUMBER	ORDER DATE	SALES REP	CUSTOMER P/O NUMBER	P
QBJ27035	11/23/20	H157/	3925-aubry	
SHIP DATE	WRTN BY	CONTACT	R/O NUMBER	S
11/23/20	B2B	adam xiong		

For Questions, contact BUSINESS 2 BUSINESS, NAHO

PRODUCT / DESCRIPTION	QTY OPEN	QTY SHIPPED	QTY B/O	LIST PRICE
CNDDPI3682 CND;08-10 CARVN;11-14 GR CARVN W/TOC;3.3/3.6/3.8/4.0L V6	1	1	0	218.00

Outstanding Cores:

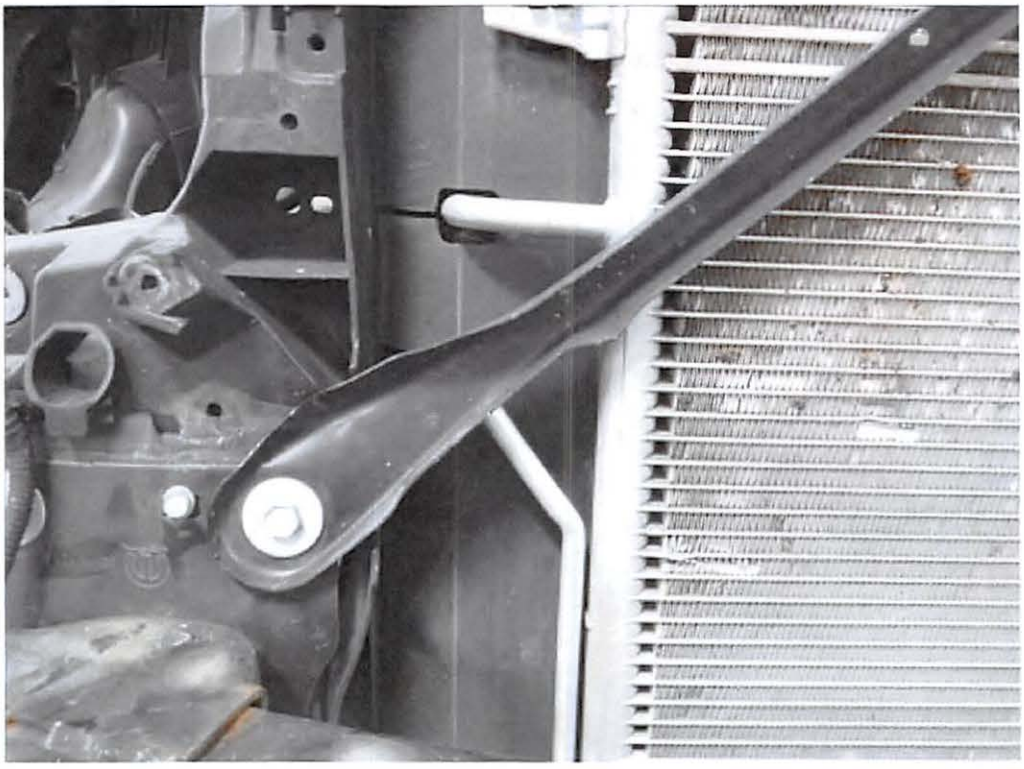
S1 CND

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO20
File Date: 11/24/2020
Label: S1 CND
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



S1 A/C COND

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO21
File Date: 11/24/2020
Label: S1 A/C COND
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



S1 RAD SUPT

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO22
File Date:	11/24/2020
Label:	S1 RAD SUPT
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	S01

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE – SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

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

11/06/2020 11:29 AM

Owner

Owner: STEVEN L AUBRY
Address: 4720 COLUMAS STREET
City State Zip: Two Rivers, WI 54241
Work/Day: (920)793-3995
FAX:

Control Information

Claim # : RA2605
Insured Policy # :

Ins. Company: ACUITY INSURANCE
Email: claims@acuity.com

Inspection

Inspection Date: 11/06/2020 11:29 AM
Primary Impact: Front
Inspection Type:
Secondary Impact:

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2015 Chrysler Town & Country Touring 4 DR Pass. Van Extended
6cyl Gasoline 3.6
6-Speed Automatic

Lic.Plate: 311CBW
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: CASHMERE PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: PFS
Lic State: WI
VIN: 2C4RC1BG0FR646796
Mileage: 82,714
Mileage Type: Actual
Code: M6664B
Int. Color: Dk Frost Beige/Med Beige
Int. Refinish: Two-Stage
Int. Trim Code: H7LL

Options - ***AudaVIN Information Received***

1st Row LCD Monitor(s)
7 Passenger Seating
Aluminum/Alloy Wheels
Auto Load Leveling
Bodyside Moldings
Captain Chairs (4)
Color-Keyed Bumper(s)
Daytime Running Lights
Dual Air Conditioning
Dual Zone Auto A/C
Floor Mats
Halogen Headlights
Heated Power Mirrors
Illuminated Visor Mirror
Keyless Entry System
Leather Shift Knob
MP3 Decoder
Power Door Locks
Power Quarter Windows
Privacy Glass
Rear Entertainment Systm
Rear Spoiler
Rear Window Defroster
Remote Starter
SiriusXM Satellite Radio
Tachometer
Tilt & Telescopic Steer
Traction Control System
Velour/Cloth Seats
Wood Interior Trim
2nd Row Head Airbags
AM/FM CD Player
Anti-Lock Brakes
Automatic Dimming Mirror
Bucket Seats
Center Console
Cruise Control
Driver Information Sys
Dual Airbags
Elect. Stability Control
Fog Lights
Head Airbags
Heated Rear Window Wiper
Intermittent Wipers
Keyless Ignition System
Leather Steering Wheel
Overhead Console
Power Drivers Seat
Power Steering
Pwr Accessory Outlet(s)
Rear Heater
Rear Step Bumper
Rear Window Wiper/Washer
Roof/Luggage Rack
Stability Cntrl Suspensn
Theft Deterrent System
Tire Pressure Monitor
Trailer Hitch
Wireless Audio Streaming
3rd Row Head Airbags
Alarm System
Auto Headlamp Control
Auxiliary Audio Input
Camper/Towing Package
Chrome Grille
DVD Player
Driver Knee Airbag
Dual Power Sliding Doors
Electronic Compass
Garage Door Opener
Heated Front Seats
Heated Steering Wheel
Keyless Access System
LED Brakelights
Lighted Entry System
Power Brakes
Power Liftgate
Power Windows
Pwr Driver Lumbar Supp
Rear Side Wndw Sunshades
Rear View Camera
Rem Trunk-L/Gate Release
Side Airbags
Strg Wheel Radio Control
Third Seat (trucks)
Touch Screen Display
Trip Computer
Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	18	46	Cover,Front Bumper	68088967AA	$457.00			1.9	SM
2	L	18	13	Cover,Front Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	E	5	46	Reinf,Front Bumper	5113162AA	$459.00			1.9	SM
4	E	31	#	Brkt,Front Lic Plate	5288487AC	$83.75			0.2	SM
				# = 01, 46						
5	E	19	49	Absorber,Front Bumper	68082094AB	$109.00			0.1	SM
6	E	13	46	Brkt,Front Bumper Mtg LT	5113137AA	$11.70			INC	SM
7	E	14	46	Brkt,Front Bumper Mtg RT	5113136AA	$8.75			INC	SM
Front End Panel And Lamps										
8	E	8	46	Grille Assembly	68100692AB	$545.00			INC	SM
Radiator Support										
9	E	49	46	Brace,Radiator Panel RT	68023328AA	$51.70			0.1	SM
10	E	913		Horn,High Note	5026986AD	$69.20			0.1	SM
Manual Entries										
11	SB			Hazardous Waste	Sublet Repair	$5.00*				RF*
12	L			Flex Additive	Refinish	$6.00*				SM

12 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

OEM Parts		$1,795.10	
Other Parts		$6.00	
Paint & Materials	3.7 Hours @ $40.00	$148.00	
Parts & Material Total			$1,949.10
Tax on Parts & Material	@ 5.500%		$107.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$60.00	4.3		4.3	$258.00	
Mech/Elec (ME)	$120.00					
Frame (FR)	$75.00					
Refinish (RF)	$60.00	3.7		3.7	$222.00	
Labor Total				8.0 Hours		$480.00
Tax on Labor		@ 5.500%			$26.40	
Sublet Repairs					$5.00	
Tax on Sublet		@ 5.500%			$0.28	
Gross Total						**$2,567.98**
Net Total						**$2,567.98**

Alternate Parts Y/08/00/00/08/07 Cumulative 08/00/00/08/07 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 01/08/2021 01:44 PM REL 8.0.911 Update 5 DT 10/01/2020
State Disclosure:WI
© 2021 Audatex North America, Inc.

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

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

Op Codes

* = User-Entered Value ^ = Labor Matches System Assigned Rates E = Replace OEM

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage

Solera Audatex

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Solera


THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.A. MOTOR VEHICLE SAFETY
STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
VEHICLE MADE IN CANADA

827.14 mi


1BG0FR646796









2020 VAN HORN MOTORS OF MANITOWOC $1,331.40 12985661 Honored 12/02/2020

Pay To: VAN HORN MOTORS OF MANITOWOC

Mail To: VAN HORN MOTORS OF MANITOWOC
PO BOX 298
PLYMOUTH, WI 53073

Service Dates:
In Payment of: SUPPLEMENT 1 FOR STEVEN AND SUSAN AUBRY

Payment Amount: $1,331.40
Payment Number: 12985661
Pay Period:
Invoice Number:
IRS Number: 473729523
IRS Type: FEIN
Payment Status: Issued
Status Date: 11/25/2020
Attachments: No
Payment Type: Mechanized
Gross Payment to Attorney:

Remarks: SUPPLEMENT 1 PAYMENT FOR STEVEN AND SUSAN AUBRY

2020 STEVEN L & SUSAN M AUBRY $2,761.51 12980175 Honored 12/01/2020

Pay To: STEVEN L & SUSAN M AUBRY
VAN HORN CHRYSLER DODGE JEEP RAM OF MANITOWOC

Mail To: STEVEN L & SUSAN M AUBRY
4720 COLUMBUS ST
TWO RIVERS, WI 54241

Service Dates:
In Payment of: REPAIRS TO YOUR 2015 CHRYSLER TOWN AND COUNTRY

Payment Amount: $2,761.51
Payment Number: 12980175
Pay Period:
Invoice Number:
IRS Number:
IRS Type:
Payment Status: Issued
Status Date: 11/18/2020
Attachments: No
Payment Type: Mechanized
Gross Payment to Attorney:

Remarks: REPAIRS TO YOUR 2015 CHRYSLER TOWN AND COUNTRY LESS YOUR $250 DEDUCTIBLE

VI

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

Your 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.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

5.14

R. C. No. 329 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your 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 referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22
file

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 131 - 20 - 21. By CITY CLERK. February 1, 2021.

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.

CITY CLERK

F+P

JAN 28 '21 PM 2:47

MKC #23-20

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 28, 2021

Douglas A. Pessefall
Direct Dial: 414-298-8311
dpessefall@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Parcel No. 59281860858P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant 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.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

SM 1/28/21

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at $450,810.00 as of January 1, 2020 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2020 tax bill in the amount of $12,093.86 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is $12.093.86, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Douglas A. Pessefall

44881400

Enc.

Route Equipment

PERSONAL PROPERTY TAX BILL FOR 2020

Bill #: 1129
Parcel #: 59281860858P
Alt. Parcel #:

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

CITY OF SHEBOYGAN

To view payments, property information, and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2021
$12,093.86
-- OR --
Pay First Installment
By January 31, 2021
$12,093.86

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	Payments are to be made at one of the 3	Wisconsin Bank & Trust	Bring Tax Bill, Payment, Envelope
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Drive-Thru Drop Off Service only
NO IN-PERSON PAYMENTS		655 S Taylor Drive, Sheboygan	Mon-Fri – 9:00 to 4:00
WILL BE ACCEPTED IN	ONLY DROP OFF SERVICE AVAILABLE IN BANK'S	3220 S Business Drive, Sheboygan	No Saturday collection
CITY HALL.	DRIVE-THRU. Enclose a self-addressed stamped		Closed 12/24/20, 12/25/20,
	envelope if you would like a receipt.		01/01/21, and 01/18/21.

IF REQUESTING A RECEIPT, INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE. THIS INCLUDES DROPPED OFF PAYMENTS AT BANK DRIVE-THRU.

IMPORTANT INFORMATION: **NO IN-PERSON PAYMENTS WILL BE ACCEPTED IN CITY HALL**
Drop Box: Located on west side of City Hall – 828 Center Avenue, Sheboygan
Dates Municipality Closed: 12/24/20, 12/25/20, 12/31/20, 1/1/21
Online Payments: www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Service fees apply.
Other Information: Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
Telephone: 920-459-3311

CO>

1/31/20 863606

Property Address

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2020
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 1129 SEQ# 950
Correspondence should refer to parcel number
PARCEL#: 59281860858P

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
Personal	Property	450,810	0.8108	Personal	Property	556,000	☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2019 Est. State Aids Allocated Tax Dist.	2020 Est. State Aids Allocated Tax Dist.	2019 Net Tax	2020 Net Tax	% Tax Change
STATE OF WISCONSIN				0.00	
SHEBOYGAN COUNTY	1,676,384	1,788,950	3,038.20	2,712.70	-10.7%
CITY OF SHEBOYGAN	13,124,440	13,404,466	5,310.01	4,659.14	-12.3%
SHEBOYGAN SCHOOL	60,579,469	63,347,472	4,856.74	4,284.31	-11.8%
LTC	2,863,312	3,016,646	475.70	437.71	-8.0%
Total	78,243,605	81,557,534	13,680.65	12,093.86	-11.6%
First Dollar Credit					
Lottery & Gaming Credit					
Net Property Tax			13,680.65	12,093.86	-11.6%

Gross Property Tax	12,093.86
First Dollar Credit	
Lottery Credit	
Net Property Tax	12,093.86

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2021**
▶ $ 12,093.86

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-6853 (R. 8-15)

School taxes reduced by school levy tax credit $ 826.85

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect credits)
0.026826955

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN SCHOOL	595,435.00	111.85	2037

VI

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

Your 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 following license application contingent upon their providing all necessary documents to the clerk's office.

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3479	Stefano's Slo Food Market (Stefano's Slo Food Market LLC)	729 Pennsylvania Avenue

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.17

R. C. No. 332 - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 173-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety of the 2021-2022 Council:

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3479	Stefano's Slo Food Market (Stefano's Slo Food Market LLC)	729 Pennsylvania Avenue

TAXICAB DRIVERS LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
2918	Bueno Jr., Oscar	3228 N. 27th Street
3565	Woods Jr., Linzey C.	9546 W. Circle Ct., Milwaukee

LHPS
21-22
5/12-21
#2918-deny
#3565-file withdrawn

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

7.1

R. O. No. 173 - 20 - 21. By CITY CLERK. April 7, 2021.

Submitting various license applications for the period ending June 30, 2021, December 31, 2021, April 14, 2022 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
7012	Alvarez, Alexander D.	2929 N. 26th Street
3548	Jaimes, Rigoberto	1450 S. 20th Street
3528	Loebel, Allison	1906 N. 24th Street
3532	Luna-Anderson, Selena K.	1104 Lincoln Avenue
3534	Maechtle, Jacob S.	211 S. 7th Street
3547	Martin, Tyler J.	913 Frost Rd Apt. D, Howards Grove
3542	Methfessel, Ashley J.	2210 Erie Avenue
3566	Phippen, Ronald J.	1521 S. 9th Street
3545	Prieto, Alma D.	6412 Cty Road B, Belgium
3557	Prom, Emily K.	6968 Enge Dr., West Bend
3529	Roehl, Michael J.	602 Indian Mound Road
9898	Seipel, Andrew W.	20 Winnebago Place
3549	Steinbruecker, Luke J.	914 Ashland Avenue
3568	Strader, Jonathan L.	1134 Logan Avenue
9068	Voskuil, Cory A.	2708 S. 7th Street
3560	Weinfurter, Lynn M.	2518 MacArthur Avenue

CHANGE OF PREMISE

No.	Name	Address
1040	Brennans	1101 Michigan Avenue - Two day event 05/01/21 & 05/02/21 to include west and south parking lots in addition to current premises description.
3404	Scenic Bar	1635 Indiana Avenue - One day event to be held 04/25/2021. Current premises description to include northeast corner of parking lot.

HHPS 4-14-21 Hold #3478 (revise application) Hold #3565 for denial Hold #2918 for denial

3404	Scenic Bar	1635 Indiana Avenue - One day event to be held 06/26/2021. Current premises description to include northeast corner of parking lot and east side of building.

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3479	Stefano's Slo Food Market (Stefano's Slo Food Market LLC)	729 Pennsylvania Avenue

CLASS "B" BEER LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3481	El Durango (Miguel Olivas)	1423 Union Avenue

SIDEWALK CAFÉ (April 14, 2022) (RENEW)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street
3480	Arrosto Delicatessen	1418 N. 13th Street
1926	Il Ritrovo	515 S. 8th Street
1412	Trattoria Stefano	522 S. 8th Street
2427	Urbane	1231 N. 8th Street

TAXICAB DRIVERS LICENSE (RENEW)(December 31, 2021)

No.	Name	Address
2918	Bueno Jr., Oscar	3228 N. 27th Street
9643	Illarramendi, Mirella	1204 Georgia Avenue
3563	Kozicke Jr., David J.	1635 Division Avenue
1008	Montes, Rosalinda	626 Superior Avenue
2636	Moser, Michael P.	2201 Erie Avenue #C113
3565	Woods Jr., Linzey C.	9546 W. Circle Ct., Milwaukee

VII

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

Your 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.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. 324 - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 98-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety Committee of the 2021-2022 Council:

CHANGE OF PREMISE - PERMANENT

No.	Name	Address
3381	Meijer Store #305	924 North Taylor Drive - Current premises description to include Meijer Pickup outside of store in designated section of parking lot as identified with Meijer pickup signs.

LHPS 21-22

Dan Soeldner
Dean Dekker
Barbara Felde
Mary Lynn Vanwoert

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 98 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3403	Andre, Crystal	1620 S. 11th Street
3400	Bass, Desiree	922 Broadway Avenue
3405	Bower, Kevin R.	1932 North Avenue
3394	Cain, Stephanie R.	4419 Primrose Court Apt. S207
3406	Ernisse, Amber R.	926 Saint Clair Avenue
3397	Johnson, Agnes	3622 Superior Avenue J10
3392	Martinez, Monique	1106 S. 16th Street
3409	Murre, Dawn M.	3703 Larkspur Way
3402	Osbahr, Elizabeth L.	1211 S. 13th Street
2479	Thompson, Malikah Y.	1018 N. 11th Street
3407	Trudelle, Michelle L.	114 E.Elizabeth St. Apt.1b, Plymouth
3399	Wallner, Mary	325 Poplar Street, Sheb. Falls
3401	Wolff, Faith	1912A Superior Avenue

CHANGE OF AGENT

Frank Gonzales is replacing Kent. Billingsley effectively immediately for Applebee's Neighborhood Grill - 526 S. Taylor Drive, Sheboygan, WI. License No. 3423.

CHANGE OF PREMISE - PERMANENT

No.	Name	Address
3381	Meijer Store #305	924 North Taylor Drive - Current premises description to include Meijer Pickup outside of store in designated section of parking lot as identified with Meijer pickup signs.

LHPS 11-11-20
#3406 hold for denial
#3394 hold for further review
#3381 hold for info. and changes
11-25-20 continue to hold
12-2-20 #3406 deny
#3394 grant
#3381 hold

VI

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

Your Committee to whom was referred R. O. No. 9-21-22 by City Clerk submitting various license applications; recommends granting the license application with a warning to follow the law:

"CLASS B" LIQUOR LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.2

R. O. No. 9 - 21 - 22. By CITY CLERK. May 3, 2021.

Submitting various license applications for the period ending December 31, 2021, June 30, 2022, April 14, 2022 and June 30, 2023.

City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2022)(NEW)

No.	Name	Address
9650	Blindauer, Charles E.	1538 S. 9th Street
3616	Kelm, Jeffrey S.	2505 N. 5th Street
3606	Klave, Max	1627 S. 26th Street
3605	Roberts, Keshawn	1220 N. 14th Street Apt. A
3610	Prueser, Mitchell W.	3013 S. 19th Street

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

No.	Name	Address
1293	Brethouwer, Cory R. (CLUB)	W4061 County Road N, Sheb. Falls
2342	Daniels, Adrian A.	1736 Grams Court
3618	Gmach, Todd R.	4836 Ferndale Court
3615	Janquart, Cooper	32 Point Elkhart Dr., Elkhart Lake
3612	Johnson, Haylie L.	830 N. 36th Street
9999	Kaehler, Scott R.	2109 N. 15th Street
1685	Kraus, Jeanne E.	2410 North Avenue
3617	Mansfield, Terri J.	620 S. 8th Street Apt. 309
3622	Rathke, Kyme R.	919 N. 5th Street
3620	Schaefer, Kami A.	925 4th Street, Kiel
0319	Sedlar, Carrie K.	2109 N. 15th Street
2185	Senkbeil, Faith	4040 N. 29th Street
3518	Stewart, Prince-Ezra E.	913 High Avenue

LHPS 5-12-21
3022 grant w/caveat correct app to show proper applicant
1089 - Hold
3605 - file withdrawn

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

No.	Name	Address
5860	Firgens, Todd C.	1828 S. 12th Street
2059	Levanduski, Joshua B.	1910 Garfield Avenue
0289	Moeller, Robert J.	1812A S. 13th Street
6011	Nennig, David M.	1559 N. 15th Street
6278	Pantel, Melinda M.	1906A S. 12th Street
5952	Perronne, Shannon J.	1245 North Avenue
9453	Pilgrim, Marion M.	1042A Willow Lane, Kohler
2030	Repinski, Douglas S.	1527 Georgia Avenue
6888	Rosas, Lucia	2407 Broadway Avenue
8432	Wellman, Alexandra K.	1011 Main Avenue

CHANGE OF AGENT

Jason Steffen is replacing Kyle Kaehne as agent effective immediately for Festival Foods located at 595 S. Taylor Drive.

CHANGE OF PREMISE

No.	Name	Address
2880	Anglers Avenue Pub & Grill	518 South Pier Drive - to include sidewalk café.
3022	Paradigm LLC	1202 N. 8th Street - to include sidewalk café.
2943	Superior Bar and Grill	2607 Superior Avenue - June 11 - 12, 2021 to include the parking lot North and West of the building.
2943	Superior Bar and Grill	2607 Superior Avenue - July 10 - 11, 2021 to include the parking lot North and West of the building.
2943	Superior Bar and Grill	2607 Superior Avenue - July 16 - 18, 2021 to include the parking lot North and West of the building.

2943	Superior Bar and Grill	2607 Superior Avenue - July 24 - 25, 2021 to include the parking lot North and West of the building.

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

No.	Name	Address
2895	Superior Discount Liquor	823 S. 8th Street

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

No.	Name	Address
2532	Fischer's Food & Liquor LLC (Fischer's Food & Liquor)	4554 S. 12th Street
2820	Superior Discount Liquors, Inc. (Superior Discount Liquors)	823 S. 8th Street
2702	Oneguide, Inc. (Tietz's Piggly Wiggly #331)	2905 N. 15th Street
3214	Oneguide, Inc. (Tietz's Piggly Wiggly #332)	3124 S. Business Drive

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

No.	Name	Address
3447	Krishna 1 Petroleum LLC (Fountain Park Stop-N-Go)	905 Erie Avenue
3287	Sheboygan BP (Sheboygan Minimart LLC)	1030 S. 14th Street
2710	Vish LLC (The Pig Stop)	2917 N. 15th Street

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

No.	Name	Address
3487	New Jersey East Properties (New Jersey East Properties)	1515 New Jersey Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
2880	Anglers Avenue LLC (Anglers Avenue Pub & Grill)	518 South Pier Drive
3423	Wisconsin Apple LLC (Applebee's Neighborhood Grill)	526 S. Taylor Drive
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue
2805	Sheboygan Resort Operator LLC (Blue Harbor Resort)	725 Blue Harbor Drive
1040	Tankard Inc. (Brennans On Michigan)	1101 Michigan Avenue
3146	Bump's Grill Tavern LLC (Bumps Grill Tavern)	1902 S. 12th Street
1833	Champs Inc. (Champs Sports Bar)	1501 Indiana Avenue
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue
1511	Dennis J Reineking (Dennys Bar)	2140 Calumet Drive
1516	Wayne H Emmer (Emmers)	906 S. 15th Street
3418	Sheb Pro LLC (Fairfield Inn By Marriot)	4117 S. Taylor Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8th Street
3136	Sack Realty LLC (Franks Place)	3023 N. 15th Street
1799	James T Passmore (George Michaels)	513 N. 8th Street
3117	Harbor Lights Two (Harbor Lights)	434 Pennsylvania Avenue
2849	Hops Haven, LLC (Hops Haven)	1327 N. 14th Street
2807	Sheboygan Columbus Institute (Knights of Columbus)	833 Center Avenue
1199	Playdium Lanes of Sheboygan, Inc. (Lakeshore Lanes)	2519 S. Business Drive
2085	Legend Larrys LLC Owned by Larry (Legend Larry's Wings & Things)	733 Pennsylvania Avenue
2685	Lino Ristorante Italiano LLC (Lino Ristorante Italiano)	422 South Pier Drive
1795	Luigis Italian Restaurant (Luigis Italian Restaurant)	2910 Kohler Memorial Drive

2740	Pog Mo Thione, LTD (Mannings Irish Pub)	3015 N. 15th Street
1699	Erin M. Hutton (On the House)	1153 High Avenue
3217	Viand Hospitality LLC (Parker Johns BBQ & Pizza)	705 Riverfront Drive
3427	Pacific Grill 3 LLC (Pacifico Mexican Bar And Grill)	820 Indiana Avenue
2563	DTG LLC (Penn Ave Pub)	827 Pennsylvania Avenue
1252	Stanley J Petek (Peteks Tavern)	2702 S. 8th Street
2272	PJ's Party Zone LLC (PJ's Party Zone)	910 N. 18th Street
2030	Twelfth Parallel Inc (Rewind)	1002 Michigan Avenue
3355	Bentley's LLC (Sharpie's On Broadway)	1645 S. 12th Street
3162	K & M Solutions, LLC (Sundance Saloon)	1509 S. 12th Street
1752	Patrick J Martin (The End Zone)	904 Indiana Avenue
3307	Umi Sushi & Steak House (Umi Sushi & Steak House)	519 N. 8th Street
3373	Union Tap Bar LLC (Union Tap Bar)	1401 Union Avenue
1764	Water Street Pub (Water Street Pub)	931 N. 12th Street
2100	Final Quest LLC (Whats Up)	1635 Michigan Avenue
3250	Final Quest LLC (Work Zone Bar and Grill)	4604 S. Business Drive

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

No.	Name	Address
3051	Mid-Lake Softball Organization (Mid-Lake Softball Organization)	2213 New Jersey Avenue
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3022	Paradigm LLC (Paradigm)	1202 N. 8th Street
3018	Tina Nguyen and Keren T Pham (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue

3358	Athanasios Inc. (The Greek Corner)	1402 S. 8th Street
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue

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

2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3022	Paradigm LLC (Paradigm)	1202 N. 8th Street
3018	Tina Nguyen and Keren T Pham (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue
3358	Athanasios Inc. (The Greek Corner)	1402 S. 8th Street
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue

SIDEWALK CAFE (April 14, 2022) (NEW)

No.	Name	Address
2880	Anglers Avenue Pub & Grill	518 South Pier Drive
3022	Paradigm	1202 N. 8th Street

TAXICAB DRIVERS LICENSE (December 31, 2021)(NEW)

No.	Name	Address
176	Gorges, Timothy R.	3704 Koehler Drive
3608	Vega Romero, Angeline	2732 N. 21st Street

VI

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

Your 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.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 12 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting a claim from Zachary D. Brill for alleged damages to his vehicle when driving through construction area on North Taylor Drive.

CITY CLERK

FP file

DATE RECEIVED 5-10-2021 RECEIVED BY MKC

CLAIM NO. 1-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 10 '21 PM12:41

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Zachary D Brill
2. Home address of Claimant: 707 Greendale Road Sheboygan WI 53081
3. Home phone number: 920-226-4346
4. Business address and phone number of Claimant: 3400 S Business drive Sheboygan, WI 53081 459-6850
5. When did damage or injury occur? (date, time of day) May 3rd Evening
6. Where did damage or injury occur? (give full description) North bound on Taylor Drive just north of Saemann Ave in the right hand lane.
7. How did damage or injury occur? (give full description) Driving north on Taylor drive just north of Saemann ave I hit some sharp uneven concrete and large pieces of concrete. This was enough to bend aluminum rims
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: N/A
   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: North bound lane of North Taylor Drive, just north of Saemann Ave.
   (b) Claimant's statement of basis for such liability: Road was under construction but no signs to indicate that using this open lane could cause damage to your vehicle.

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

"No injuries" Right front and right rear aluminum rims were bent due to sharp impact

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

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

Auto:	$ 915.72
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 915.72

Damaged vehicle (if applicable)

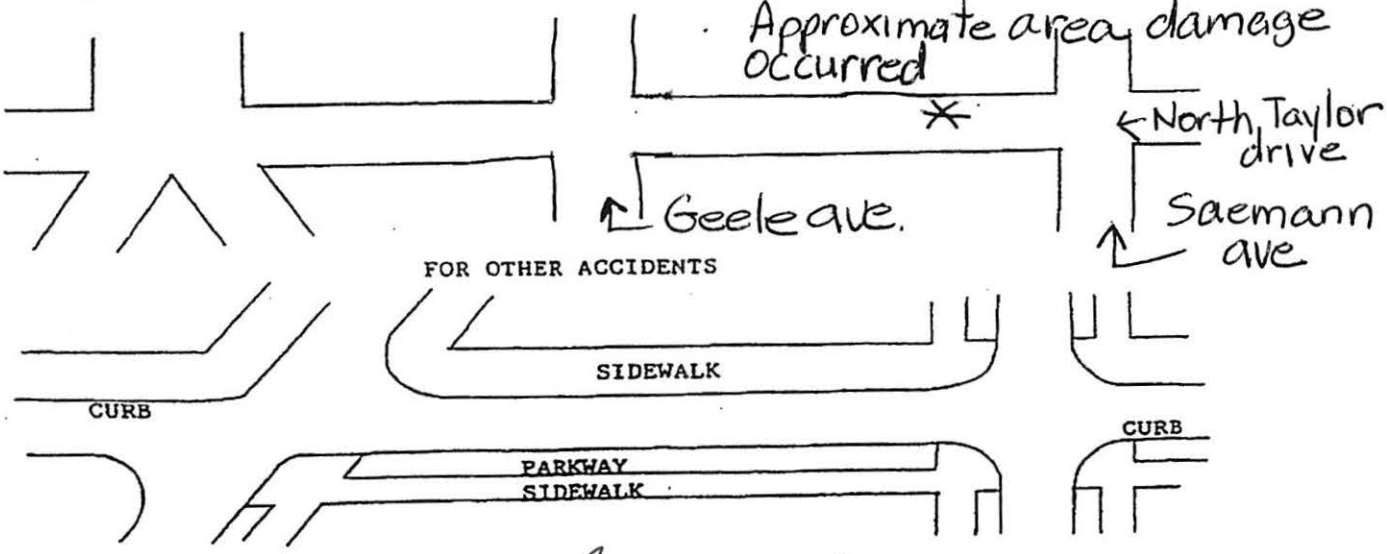
Make: Chevrolet Model: Impala Year: 2017 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: Jeff Brill

707 Greendale Road Sheboygan WI 53081

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

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



SIGNATURE OF CLAIMANT Zak Brill DATE 5/10/21

DATE RECEIVED 5-10-2021 RECEIVED BY MKC

CLAIM NO. 1-21

CLAIM

Claimant's Name: Zachary D. Brill

Claimant's Address: 707 Greendale Rd Sheboygan WI 53081

Claimant's Phone No. _____

Auto	$ 915.72
Property	$ _____
Personal Injury	$ _____
Other (Specify below)	$ _____
TOTAL	$ 915.72

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 915.72.

SIGNED Zak Brill DATE: 5/10/2021

ADDRESS: 707 Greendale Road Sheboygan WI 53081

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

0101ICVCS972826

CUSTOMER No.	ADVISOR	TAG No.	INVOICE DATE	INVOICE No.
031	ZAK BRILL 031	1326	05/07/21	CVCS972826

CELL: 920-226-4346

LABOR RATE	LICENSE No.	MILEAGE	COLOR	STOCK No.
	14546	63,520	BLUE VELVET	Z4305

ZACHARY D BRILL
707 GREENDALE ROAD
SHEBOYGAN, WI 53081

BRILLZAK@GMAIL.COM

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
17/CHEVROLET/IMPALA/IMPALA 1LT		22

VEHICLE I.D. No.	SELLING DEALER NO.	PRODUCTION DATE
2G1105S39H9101928		

F. T. E. No.	P.O. No.	R.O. DATE
		05/05/21

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
920-226-4346	920-459-6020	MO: 63521

JOB# 1 CHARGES----------

LABOR----------

J# 1 21CVZ WHEELS/TIRES TECH(S):979 36.00

REPLACE BENT AND DAMAGED PASSENGER FRONT AND PASSENGER REAR WHEELS

.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	2		6666	VALVE STE	3.00	3.00	6.00
	1		9599033	WHEEL 5.803	462.99	462.99	462.99
	-1		9599033	CORE RETURN	50.00	50.00	-50.00
	1		9599033	WHEEL 5.803	462.99	462.99	462.99
	-1		9599033	CORE RETURN	50.00	50.00	-50.00
						TOTAL - PARTS	831.98

JOB# 1 TOTALS----------

LABOR	36.00
PARTS	831.98

JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL 867.98

JOB# 2 CHARGES----------

LABOR----------

J# 2 24CVZ06 MULTIPOINT INSPECT TECH(S):979 0.00

MULTIPOINT VEHICLE INSPECTION
MULTIPOINT VEHICLE INSPECTION
Multi-Point Vehicle Inspection (see MPI sheet) All

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL 0.00

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $915.72 (+TAX)

0101ICVCS972826

CUSTOMER No.	ADVISOR		TAG No.	INVOICE DATE	INVOICE No.
031	ZAK BRILL	031	1326	05/07/21	CVCS972826

CELL: 920-226-4346

LABOR RATE	LICENSE No.	MILEAGE	COLOR	STOCK No.
	14546	63,520	BLUE VELVET	Z4305

ZACHARY D BRILL
707 GREENDALE ROAD
SHEBOYGAN, WI 53081

BRILLZAK@GMAIL.COM

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
17/CHEVROLET/IMPALA/IMPALA 1LT		22

VEHICLE I.D. No.	SELLING DEALER NO.	PRODUCTION DATE
2G1105S39H9101928		

F. T. E. No.	P.O. No.	R.O. DATE
		05/05/21

RESIDENCE PHONE	BUSINESS PHONE
920-226-4346	920-459-6020

COMMENTS

MO: 63521

TOTALS----------

****
* [ ] CASH [ ] CREDIT CARD [ ] CHARGE *
****

HOME OF THE EXCLUSIVE
SHEBOYGAN LIFETIME POWERTRAIN WARRANTY
ON SELECT NEW AND PRE-OWNED VEHICLES IN STOCK
SEE SALES FOR DETAILS

TOTAL LABOR....	36.00
TOTAL PARTS....	831.98
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	47.74
TOTAL INVOICE $	**915.72**

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

_____
CUSTOMER SIGNATURE

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC
3400 S. Business Dr.
Sheboygan, WI 53081

Genuine GM | Parts

Certified Service

SERVICE 920 459-6850 888 459-6850 (TOLL FREE)
SALES 920 459-6840 800 459-6840 (TOLL FREE)
PARTS: 920 459-6845 888 459-6845 (TOLL FREE)
BODY SHOP 920 459-6855 888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 920-226-4346

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
031	ZAK BRILL 031	1326	05/07/21	CVCS972826

ZACHARY D BRILL
707 GREENDALE ROAD
SHEBOYGAN, WI 53081

BRILLZAK@GMAIL.COM

RESIDENCE PHONE 920-226-4346
BUSINESS PHONE 920-459-6020

LICENSE NO.	MILEAGE	COLOR	STOCK NO.
14546	63,520	BLUE VELVET	Z4305

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
17/CHEVROLET/IMPALA/IMPALA 1LT		22

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
2G1105S39H9101928		

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/05/21

COMMENTS: MO: 63521

TOTALS----------

****
* [ ] CASH [ ] CREDIT CARD [X] CHARGE *
****

HOME OF THE EXCLUSIVE
SHEBOYGAN LIFETIME POWERTRAIN WARRANTY
ON SELECT NEW AND PRE-OWNED VEHICLES IN STOCK
SEE SALES FOR DETAILS

TOTAL LABOR....	36.00
TOTAL PARTS....	831.98
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	47.74
TOTAL INVOICE $	**915.72**

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

_____
CUSTOMER SIGNATURE

HOURS:
SERVICE, PARTS, BODY SHOP
MON - FRI 7:00 AM - 5:00 PM
SAT 7:30 AM - NOON

SALES
MON - THURS 8:00 AM - 8:00 PM
FRI 8:00 AM - 6:00 PM
SAT 8:00 AM - 5:00 PM

SCC

VISION STATEMENT
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Enpowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

The Reynolds and Reynolds Company ERAINTSI14E CC218890 Q (03/13)

GMC

Certified Service

Thank you for giving Sheboygan Chevrolet, Buick, GMC, Cadillac the opportunity to service your vehicle. In the near future, you will receive a Service Survey from General Motors regarding today's service.

Please answer the questions (ESPECIALLY QUESTION #16) completely satisfied, and return the survey to General Motors. The survey is your Service Advisor's and Sheboygan Chevrolet, Buick, GMC, Cadillac's report card and is extremely important to us. If you are not completely satisfied, please contact your Service Advisor as soon as possible and we will rectify the matter at your convenience.

Sincerely,
Jeff Brill
Service Manager

GM

Service Satisfaction Survey

Our records indicate that you had your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac. Our goal is for you to be completely satisfied. Please take a few minutes to complete both sides of this questionnaire about our dealership's personnel and services. Your response is very important to us and will be used to direct our continued efforts toward meeting the highest expectations of our customer. Thank you for having your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac.

About your GM Dealership's Service Department

1. How satisfied were you with the convenience of the Service Department's hours?	Completely Satisfied ☑	Very Satisfied ☐	Satisfied ☐	Somewhat Satisfied ☐	Not At All Satisfied ☐
2. Were services available to you on both an appointment and non-appointment basis?	Yes ☑	No ☐	Does Not Apply/Not Required ☐	Don't Know ☐	
3. When arriving for service, were you greeted promptly?	☑	☐	☐		
4. How satisfied were you that all dealership personnel treated you in a courteous, fair, and professional manner?	☑	☐	☐	☐	☐

About your Service Consultant/Advisor

5. How satisfied were you that your Service Consultant took enough time to thoroughly understand your service request?	Completely Satisfied ☑	Very Satisfied ☐	Satisfied ☐	Somewhat Satisfied ☐	Not At All Satisfied ☐
6. Were you offered transportation options?	Yes ☑	No ☐	Does Not Apply/Not Required ☐	Don't Know ☐	
9. How satisfied were you with the explanation you were given of all services performed?	Completely Satisfied ☑	Very Satisfied ☐	Satisfied ☐	Somewhat Satisfied ☐	Not At All Satisfied ☐

Summing Up Your Experience

16. Based on this service visit, overall, how satisfied are you with Sheboygan Chevrolet, Buick, GMC, Cadillac?	Completely Satisfied ☑	Very Satisfied ☐	Satisfied ☐	Somewhat Satisfied ☐	Not At All Satisfied ☐
17. Would you recommend this dealership for service?	Definitely Would ☑	Probably Would ☐	Might/Might Not ☐	Probably Not ☐	Definitely Not ☐

Anything Else Is A Failing Grade

Anything Else Is A Failing Grade

Anything Else Is A Failing Grade

CC218890 Q

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC
3400 S. Business Dr.
Sheboygan, WI 53081

Genuine GM | Parts

Certified Service

SERVICE 920 459-6850 888 459-6850 (TOLL FREE)
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www.sheboyganauto.com

CELL: 920-226-4346

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
031	ZAK BRILL 031	1326	05/07/21	CVCS972826

ZACHARY D BRILL
707 GREENDALE ROAD
SHEBOYGAN, WI 53081

BRILLZAK@GMAIL.COM

LICENSE NO.	MILEAGE	COLOR	STOCK NO.
14546	63,520	BLUE VELVET	Z4305

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
17/CHEVROLET/IMPALA/IMPALA 1LT		22

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
2G1105S39H9101928		

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/05/21

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
920-226-4346	920-459-6020	MO: 63521

JOB# 1 CHARGES----------

LABOR----------

J# 1 21CVZ WHEELS/TIRES TECH(S):979 36.00

REPLACE BENT AND DAMAGED PASSENGER FRONT AND PASSENGER REAR WHEELS

.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	2	6666	VALVE STE	3.00	3.00	6.00
	1	9599033	WHEEL 5.803	462.99	462.99	462.99
	-1	9599033	CORE RETURN	50.00	50.00	-50.00
	1	9599033	WHEEL 5.803	462.99	462.99	462.99
	-1	9599033	CORE RETURN	50.00	50.00	-50.00
					TOTAL - PARTS	831.98

JOB# 1 TOTALS----------

LABOR	36.00
PARTS	831.98
JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL	867.98

JOB# 2 CHARGES----------

LABOR----------

J# 2 24CVZ06 MULTIPOINT INSPECT TECH(S):979 0.00

MULTIPOINT VEHICLE INSPECTION
MULTIPOINT VEHICLE INSPECTION
Multi-Point Vehicle Inspection (see MPI sheet) All

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL 0.00

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $915.72 (+TAX)

HOURS:
SERVICE, PARTS, BODY SHOP

MON - FRI	7:00 AM - 5:00 PM
SAT	7:30 AM - NOON

SALES

MON - THURS	8:00 AM - 8:00 PM
FRI	8:00 AM - 6:00 PM
SAT	8:00 AM - 5:00 PM

SCC

VISION STATEMENT

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Enpowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

The Reynolds and Reynolds Company ERAINTSI14E CC218890 Q (03/13)

GMC

Certified Service

Thank you for giving Sheboygan Chevrolet, Buick, GMC, Cadillac the opportunity to service your vehicle. In the near future, you will receive a Service Survey from General Motors regarding today's service.

Please answer the questions (ESPECIALLY QUESTION #16) completely satisfied, and return the survey to General Motors. The survey is your Service Advisor's and Sheboygan Chevrolet, Buick, GMC, Cadillac's report card and is extremely important to us. If you are not completely satisfied, please contact your Service Advisor as soon as possible and we will rectify the matter at your convenience.

Sincerely,
Jeff Brill
Service Manager

GM

Service Satisfaction Survey

Our records indicate that you had your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac. Our goal is for you to be completely satisfied. Please take a few minutes to complete both sides of this questionnaire about our dealership's personnel and services. Your response is very important to us and will be used to direct our continued efforts toward meeting the highest expectations of our customer. Thank you for having your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac.

About your GM Dealership's Service Department

	Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied
1. How satisfied were you with the convenience of the Service Department's hours?	☑	☐	☐	☐	☐

	Yes	No	Does Not Apply/Not Required	Don't Know
2. Were services available to you on both an appointment and non-appointment basis?	☑	☐	☐	☐

3. When arriving for service, were you greeted promptly?	☑	☐	☐		
4. How satisfied were you that all dealership personnel treated you in a courteous, fair, and professional manner?	☑	☐	☐	☐	☐

About your Service Consultant/Advisor

	Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied
5. How satisfied were you that your Service Consultant took enough time to thoroughly understand your service request?	☑	☐	☐	☐	☐

	Yes	No	Does Not Apply/Not Required	Don't Know
6. Were you offered transportation options?	☑	☐	☐	☐

	Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied
9. How satisfied were you with the explanation you were given of all services performed?	☑	☐	☐	☐	☐

Summing Up Your Experience

	Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied
16. Based on this service visit, overall, how satisfied are you with Sheboygan Chevrolet, Buick, GMC, Cadillac?	☑	☐	☐	☐	☐

	Definitely Would	Probably Would	Might Or Might Not	Probably Not	Definitely Not
17. Would you recommend this dealership for service?	☑	☐	☐	☐	☐

Anything Else Is A Failing Grade

Anything Else Is A Failing Grade

Anything Else Is A Failing Grade

CC218890 Q

GM MPVI

Customer Name: ZACHARY D BRILL
Phone: (H) (920) 226-4346
Service Advisor: ZAK BRILL

Vehicle Year/Model: 17 CHEVROLET IMPALA
VIN: 2G1105S39H9101928
Technician: DALE CRABB

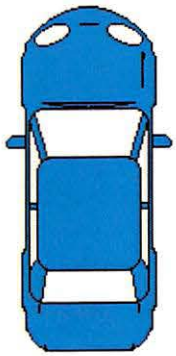
Date/Time: 05/07/2021 10:53:16
Odometer: 63520
RO: 972826 Tag: 1326

INSPECTION RESULT - OK | WILL REQUIRE FURTHER ATTENTION | REQUIRES IMMEDIATE ATTENTION

Green	Yellow	Red		Serviced
☑	☐	☐	Engine oil	☐
☑	☐	☐	Oil life monitor	☐
☑	☐	☐	Exterior lights	☐
☑	☐	☐	Wiper blade-driver	☐
☑	☐	☐	Wiper blade-passenger	☐
N/A		☐	Wiper blade-rear	☐
☑	☐	☐	Windshield condition	☐
☑	☐	☐	Battery condition	☐
☑	☐	☐	Battery cables & connections	☐
☑	☐	☐	Visible leak- engine oil	☐
☑	☐	☐	Visible leak- transmission	☐
☑	☐	☐	Visible leak- drive axle	☐
N/A		☐	Visible leak- transfer case	☐
☑	☐	☐	Visible leak- engine cooling system	☐
N/A		☐	Visible leak- power steering	☐
☑	☐	☐	Visible leak- fuel system	☐
☑	☐	☐	Visible leak- brake fluid reservoir	☐
☑	☐	☐	Visible leak- windshield washer fluid	☐
☑	☐	☐	Inspect safety belt components	☐
☑	☐	☐	Inspect exhaust system	☐
N/I		☐	Inspect passenger compartment air filter	☐
N/I		☐	Inspect engine air filter	☐
☑	☐	☐	Inspect hoses	☐
☑	☐	☐	Inspect belts	☐
☑	☐	☐	Inspect shocks and struts	☐
N/I		☐	Inspect steering components	☐
☑	☐	☐	Inspect axle boots or driveshaft and u-joints	☐
☑	☐	☐	Check horn operation	☐
☑	☐	☐	Check ignition lock	☐
☑	☐	☐	Check evaporative control system	☐
☐	☐	☐	ONSTAR ACTIVE	☐

Front / Rear Brake Linings

LF: ☐ Green ☐ Yellow ☐ Red
RF: ☐ Green ☐ Yellow ☐ Red



LR: ☐ Green ☐ Yellow ☐ Red
RR: ☐ Green ☐ Yellow ☐ Red

☐ Serviced
☑ Inspection Not Taken

More than 50% remaining
20% to 50% remaining
Less than 20% remaining

Check Tires / Tread Depth

LF: ☑ Green ☐ Yellow ☐ Red
RF: ☑ Green ☐ Yellow ☐ Red



LR: ☑ Green ☐ Yellow ☐ Red
RR: ☑ Green ☐ Yellow ☐ Red

☐ Serviced

7/32" or Greater
4/32" to 6/32"
3/32" or Less

Check Battery Performance



☑ Good ☐ Serviced
☐ Fair
☐ Bad

Actual Cold Cranking Amps
Factory Cold Cranking Amps

Cleveland Auto Sales & Salvage
1486 North Ave.
Cleveland, WI 53015-1417
(920) 693-8115 Fax: (920) 693-3682

Reference Number	Date
134810	**05/10/2021 09:37:20**
PO Number	Customer Number
	4596840

[Quoted text hidden]

Quantity	Description	Unit Price	Ext Price
2	**560-05711 WHEEL** **Requested:2017 IMPALANEW; IMPALA 17-20 19x8-1/2, painted silver (opt RT9)**	**$402.50**	**$805.00**

Notes:

Quoted prices are subject to change.

	Totals	
	Freight Discount Taxable Non Tax Total Tax	 **$0.00** **$805.00** **$0.00**
Received By:	Quote Amt	**$805.00**

Cores per wheel
+ $50 core = $855.00
+ $50 core = $905.00

+ valve stems
+ labor Mount + Balance

Cleveland Auto Sales & Salvage
1486 North Ave.
Cleveland, WI 53015-1417
(920) 693-8115 Fax: (920) 693-3682

Reference Number	Date
134810	**05/10/2021 09:37:20**
PO Number	Customer Number
	4596840

[Quoted text hidden]

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Notes:

Quoted prices are subject to change.

	Totals	
	Freight Discount Taxable Non Tax Total Tax	 **$0.00** **$805.00** **$0.00**
Received By:	Quote Amt	**$805.00**


GOODYEAR

GOODYEAR


RS-A2



VI

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

Your 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:

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

No.	Name	Address
9480	Pierce, Christine L.	1634 S. 20th 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

Other Matters

9.1

R. O. No. 16 - 21 - 22. By CITY CLERK. May 17, 2021.

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

City Clerk

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

No.	Name	Address
9869	Alexandroni, Dustin J.	1022 Michigan Ave. Apt. B
5907	Biever, Jessica M.	N7470 Bittersweet Road, Plymouth
3641	Brushert, Eric C.	1228 S. 21st Street
3635	Evilsizer, Chance L.	1007 School Avenue
3633	Mueller, Isabel L.	1719 Marvin Court
3627	Kraus, Callah R.	W7096 Grogen Road, Elkhart Lake
0894	Metz, Lisa A.	1541 S. 8th Street
3629	Parker, Karen S.	2528 B Cross Creek Drive
3637	Plantamura, Carly	1736 S. 14th Street
3625	Powers, Isabel	4792 N. Cramer Street
8224	Salazar, Amanda	610 Broughton Drive
3638	Stuefen, Trent A.	530 Park Avenue
3628	Taylor, Alonzo A.	1403 Center Avenue
3623	Wernecke, David D.	1213 S. 19th Street

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

No.	Name	Address
0087	Aicher, Kristin E.	2418 N. 11th Street
5511	Anderson, Maureen F.	250 Auburn Drive, Sheboygan Falls
5585	Arentsen, Jon M.	N1457 Sauk Trail Road, Oostburg
9030	Benish, Leland J. (CLUB)	2513 N. 9th Street
6141	Berg, Joel F.	3625 N. 14th Street
8239	Bridges, John L. (CLUB)	2221 Cooper Avenue
6094	Brusky, Ann L.	1728 N. 13th Street
1158	Burke, Jacklyn J.	909 Ontario Avenue
4770	Butzen, Karen K.	1430 Geele Avenue Apt. 1
3007	Clark, Debra L.	2709 Main Avenue
5840	Coenen, William F. (CLUB)	4106 N. 46th Street
5433	Cordle, Alexia J.	1520 S. 13th Street
7672	Decker, Dennis E. (CLUB)	N7122 Riverwoods Drive
1762	Decker, Kyle R. (CLUB)	4318 White Oak Lane

LHPS
5/26 Hold #9480

8037	Diedrich, Hayley E.	619 N. 8th Street #3
3121	Diener, Robert C.	3725 Nuemair Court
8362	Drews, Barry R. (CLUB)	2335 N. 15th Street
1605	Emmer, Tamie A.	906 S. 15th Street
1873	Fogle, Tom M. (CLUB)	4222 N. 31st Street
1988	Gallenberger, Jena	517 S. 14th Street
9327	Gruenke, Elizabeth A.	2745 N. 8th Street
2813	Hankins, Kimberly J.	2222 S. 11th Street
2852	Ingram, Alice E.	1514 S. 13th Street
0969	Jagler, Kurt J.	1539 N. 17th Street
1575	Jones Jr., Floyd D.	1310 Badger Road
8951	Kraemer, Lois C.	1612A Martin Avenue
5346	Kreutz, Michael S. (CLUB)	5315 Lakeshore Road
6340	Kruse, Richard J. (CLUB)	5334 Hidden Creek Drive
3036	Lallemont, Michael J.	2537 N. 11th Street
1854	Matuschka, John M. (CLUB)	1702 Kaat Lane
0784	Mehn, Jeffrey L.	3610 Bonnie Court
7676	Meulbroek, Robert W.	4830 Ferndale Court
0085	Meyer, Kristin L.	1239 N. Avenue
9479	Muehlbauer, John P. (CLUB)	145 Fox Glove Ln, Sheboygan Falls
9480	Pierce, Christine L.	1634 S. 20th Street
0997	Pierce, Lyle H.	716 Bluff Avenue
2958	Petrie, Tiffany L.	1719 A N. 12th Street
2917	Pocian, Crystal L.	810 S. Wisconsin Dr.,Howards Grove
9972	Ramey, Angela	514 N. 26th Street
2820	Rango, John W.	1523 N. 37th Street
0108	Ranieri, John M.	2017 N. 6th Street
1214	Reinemann, Michelle M.	1813A N. 2nd Street
7181	Repinski, Dawn M.	3830 Koehn Avenue
3052	Scott, Tara A.	603 S. 14th Street
6782	Senkbeil, Joanne M.	1323B Superior Avenue
2218	Tauferner, Gary L.	2606 Grey Fox Court
9692	Tyrrell, Erin K.	1301 S. 19th Street
2274	Vreeke, Paul	37 Beechwood Drive
2853	Weiberg, Stacey N.	48 Victor Court, Plymouth

TAXICAB DRIVERS LICENSE (December 31, 2021)(NEW)

No.	Name	Address
2753	Cassel, Michael A.	625 S. 14th Street
2474	Neuman, Vivian V.	2201 Erie Avenue Apt. B115
3632	Perez, Anyelika M.	3431 N. 10th Street
3631	TeStroete, Randy L.	4425 Primrose Court Apt T105

VI

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

Your 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.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 24 - 21 - 22. By FINANCE DIRECTOR. June 7, 2021.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 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.

FH
file

Finance Director

VI

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

Your Committee to whom was referred R. O. No. 27-21-22 by City Clerk submitting various license applications; recommends granting the license applications with (*)(**)(***) various caveats:

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

No.	Name	Address
3674	Barbeau, Jacquelyn	3646 N. 17th Street
3677	Callsen, Mackenzie C.	1355 Hazelwood Drive, Manitowoc
3666	Colla, Daniel J.	1420 N. 13th Street
3648	Colton, Daniel J.	1604 N. 2nd Street
8219	Comins, Jacqueline A.	2120 S. 9th Street
3671	Cullen, Joel	502 S. State Street, Chilton
3642	Drone, Shontea	620 St. Clair Avenue #108
1691	Goetsch, Jordan D.	2035 N. 12th Street
3660	Huberty, Matthew L.	1207 Huron Avenue
6900	Klempke, Ashlee M.	1614 Division Avenue
3672	Koehler, Michelle M.	2720 County Road Y
3656	Lara, Cyndi	712 Broughton Drive #28
3669	Moran, Owen	3545 N. Maryland Avenue, Shorewood
3665	Najacht, Ethan D.	1627A Saemann Avenue
3654	O'Connor, Dianna	119 Highland Drive, Glenbeulah
2617	Olvera, Juan F.	1127 Bell Avenue
3658	Roerdink, Robin J.	1416 Heermann Court
3670	Scarborough, Shelline M.	1008 Huron Avenue
3649	Schellin, Kirsten A.	825 N. 4th Street
3678	Sippel, Casey L.	54 Square Street, Elkhart Lake
8682	Stipe, Amber	2607 N. 9th Street
3652	Tenpas, Rachel A.	1417 Virginia Avenue Apt. A
3663	Torres, Kali N.	1433 S. 10th Street

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

No.	Name	Address
3042	Ackerman, Jean M.	3017A N. 9th Street #3
1004	Adamavich, William J. (CLUB)	3823 S. 11th Street
0764	Augustin, Jeremy L.	1717 S. 8th Street
4736	Bartlow, Keli M.	1812 S. 13th Street
0887	Bauer, Kathleen M.	1030 Pershing Avenue
0253	Berg, Stacey L.	1618 Georgia Avenue
1853	Berglund, Jodi C.	W3385 CTH MM, Elkhart Lake
9438	Billmann, Judith L.	2704 S. 19th Street
0051	Carlson, Leah S.	1819 N. 2nd Street Apt. A
8513	Champeau, Brian O.	1331 New York Avenue

2482	Chavez, Angie C.		1507 S. 21st Street
0821	Creager, Jennifer		303 S. Wisconsin Dr.,Howards Grove
2142	Dawson, Sara		2725 S. 11th Street
9986	Depagter, James R.		3417 S. 12th Place
9532	Ditter, Lisa K.		2521 Leon Court
0293	Dodge, Evelyn V.		3952 Meadowbrook Court #A
3600	Dolgner, Randall		2611 Pine Grove Avenue
7468	Draughon, Roman J.		1702A S. 17th Street
7163	Dyke Van Ess, Jennifer L.		240 Harmon Street, Waldo
0205	Ebenreiter, Diane M.		4902 N. 18th Street
9747	Fanslau, Louicia A.		204 Beachwood Street, Cleveland
3071	Frank, Amanda J.		1926 S. 16th Street
7641	Frericks, Julie A.		925 S. 14th Street
7291	Genson, Adam C.		1105 S. 17th Street Apt. 1
2943	Gilbert, Amy		1238 Geele Avenue #214
4430	Gilbertson, Lindian M.		2335 N. 15th Street Apt. A
5170	Gilbertson, Stephen J.	(CLUB)	1216 N. 29th Street
2786	Gillmer, Gregory A.		1314 N. 31st Street
8150	Gillmer, Nicole M.		1314 N. 31st Street
3113	Goodluck, Arial R.		1531 N. 5th Street Unit A
7572	Graefe, Lee P.		1028A Mead Avenue
9377	Grohman, Sander A.		1521 New Jersey Avenue
1937	Haag, Lisaann		1840 N. 23rd Street
3870	Hafenstein, Rebecca		2229 Terrace View Drive #1D
1979	Hando, Mark R.		3645 S. 18th Street
1453	Haneman, David M.		836 Dillingham Avenue
7498	Hansen, John R.		1105 Los Angeles
6181	Harpold, William A.		1914A Calumet Drive
4767	Holzschuh, Susan J.		5016 Moenning Road
2878	Hurtienne, Dawn M.		30 Ashwood Drive
6954	Jeske, Robert E.		2330 N. 27th Street
7394	Kalkopf, Holly A.		1423 N. 7th Street, Manitowoc
2793	Kerlin, Rachel L.		1636 N. 27th Place
3061	Kertscher, Kyle J.		547 Pine Ridge Ave., Howards Grove
7900	Komoroski, Mary J.		2508 N. 24th Street
2068	Kreutz, Mark T.		1608 N. 12th Street
1703	Kuehlmann, Sherry A.		1721 Ashland Avenue Apt. 101
2084	Kunstman, Coralie S.		1705 Wisconsin Avenue
9512	Lilyquist, Steve C.		2510 S. 12th Street
2807	Lisberg, Deborah A.		415 Timberlake Road
0252	Lucarelli, Brenda S.		222 Superior Avenue
7845	Maclaughlin, Penny L.		1719 Elm Avenue
8289	Madson, James A.		2830 S. 22nd Street
0602	Magray, Leviathan C.		1517 N. 4th Street
0929	Mayr, Cherilyn A.		1913 Wiemann Avenue
0360	Merrill, Anna		2127 S. 17th Street
1940	Miller, Destiny S.		603 Petra Lane
0953	Morton, Michael G.		1619 Division Avenue
1889	Mueller, Jeffery C.		1734 S. 15th Street
2905	Nelson, Michael A.		5103 Whitefox Drive

2796 Niquette, Susan M.		2628 S. 19th Street
3069 Norlander, Eli S.		122 Fox Glove Ln., Sheboygan Falls
4927 Oehldrich, Richard M.		519 Sunset Maple, Sheboygan Falls
0105 Pacyga, Laura A.		1518 N. 10th Street
8508 Parchim, Melinda S.		140 W. Falls Road, Grafton
7604 Peloquin, Thomas		2719 Wedemeyer Avenue
3797 Pena, Javier	(CLUB)	929 Indiana Avenue Apt. A
7070 Potter, Jennifer		2625 S. 8th Street
1992 Procek, Edward J.		1230 S. 13th Street
0978 Prueter, Keri L.		1604 S. 14th Street
*4384 Reese, Shannon M.		3132 N. 8th Street
5596 Reichert, Leah M.		420 Van Buren Road, Howards Grove
1072 Rietbrock, Jennifer L.		W4412 CTY RD EH, Elkhart Lake
0313 Ritt, Sylvia L.		1134 Millersville Ave., Howards Grove
6331 Ross, Daniel T.		2332A Park Place
0986 Runkel, Kevin R.		225 Lilac Lane, Belgium
9422 Scharenbrock, Susan K.		1405 N. 13th Street
1925 Schmidt, Rebecca L.		1211 Washington Avenue
5874 Senkbeil, Emy J.		1323 Superior Avenue
6454 Senkbeil, Gregory A.	(CLUB)	820 N. 28th Street
7337 Senkbeil, Steve J.	(CLUB)	4040 N. 29th Street
6693 Sprecher, Kara D.		2527 N. 13th Street
8254 Strysick, Harve R.	(CLUB)	1830 N. 19th Street
2219 Tauferner, Richard M.		3523 Lannon Road
0117 Theis, Robert R.		1628 S. 13th Street
2804 Thompson, Courtney		1410 Grand Avenue
0207 Thompson, Mitchell D.		1131 Main Avenue
1146 Trepanier, Teresa M.		1619 N. 5th Street
1706 Tymm, Laura E.		2609 N. 15th Street
2257 Van Veghel, John Jr.		825 N. 28th Street
2004 Van Wyk, Benjamin J.	(CLUB)	2603 Fawn Court
5374 Vidimos, Melodie A.		2203 N. 20th Street
5212 Vidimos, Mike E.		2203 N. 20th Street
*6929 Violetta, Jason A.		2 Pinewood Drive
2787 Vojtech, Julia		1301 S. 22nd Street
0847 Weiss, Crystal		1012 Bell Avenue
2856 Wilson, Cody P.		807A S. 17th Street
0038 Wright, Ellen M.		110 Lincoln Avenue
2338 Wyckoff, Kevin J.		1921 N. 38th Street

*grant with warning to avoid further law violations related to the licensed activity

CHANGE OF AGENT

Brian Zerger is replacing Jason Neels as agent effective immediately for N Z's Bar & Grill located at 1022 Michigan Avenue.

CHANGE OF PREMISE

No.	Name	Address
3119	Vibez Bar	2513 S. 8th Street - One day event July 24, 2021 to include current premise and back of bar outside, East of building, area fenced in.

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

No.	Name	Address
3132	Ultimate Mart LLC (Pick 'N Save #432)	1317 N. 25th Street

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

No.	Name	Address
**3491	A Pour Decision LLC (Executive Pub)	723 Center Avenue

**Grant contingent upon all required documentation being completed to the satisfaction of city staff

"CLASS B" LIQUOR LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
***3475	Elena Goya Cortez (Mi Ranchito)	1235 Indiana Avenue
3066	JBZ, Inc. (N Z's Bar & Grill)	1022 Michigan Avenue
1337	Sheboygan Elks Lodge #299 (Sheboygan Elks Lodge #299)	1943 Erie Avenue
1286	Riverside Boat Club Inc. (CLUB) (Sheboygan Riverside Boat Club)	1228A Wisconsin Avenue

***Grant contingent upon all required documentation (including information about the business entity form and required background checks) being completed to the satisfaction of city staff, and that the original license be issued prior to 4:30 p.m. on June 30, 2021

SIDEWALK CAFE (April 14, 2022) (NEW)

No.	Name	Address
2085	Legend Larry's	733 Pennsylvania Avenue
1936	The Black Pig	821 N. 8th Street

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

No.	Name	Address
2804	Blue Harbor Resort-Reflections Spa	725 Blue Harbor Drive

TAXICAB DRIVERS LICENSE (December 31, 2021)(NEW)

No.	Name	Address
3661	Champeau, Pat L.	916 Huron Avenue Apt. 308
*3651	De Jesus Rivera, Harold O.	2732 N. 21st Street
3655	Munoz, Malachi L.	223 Monroe Street, Sheboygan Falls
3650	Richardson, Alexis A.	1215 N. 9th Street, Manitowoc
3676	Santillan, Juan M.	1723 S. 26th Street

*grant with warning to avoid further law violations related to the licensed activity

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.1

R. O. No. 27 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting various license applications for the period ending December 31, 2021, April 14, 2022, June 30, 2022, and June 30, 2023.

City Clerk

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

No.	Name	Address
3674	Barbeau, Jacquelyn	3646 N. 17th Street
3677	Callsen, Mackenzie C.	1355 Hazelwood Drive, Manitowoc
3666	Colla, Daniel J.	1420 N. 13th Street
3648	Colton, Daniel J.	1604 N. 2nd Street
8219	Comins, Jacqueline A.	2120 S. 9th Street
3671	Cullen, Joel	502 S. State Street, Chilton
3642	Drone, Shontea	620 St. Clair Avenue #108
1691	Goetsch, Jordan D.	2035 N. 12th Street
3660	Huberty, Matthew L.	1207 Huron Avenue
6900	Klempke, Ashlee M.	1614 Division Avenue
3672	Koehler, Michelle M.	2720 County Road Y
3656	Lara, Cyndi	712 Broughton Drive #28
3669	Moran, Owen	3545 N. Maryland Avenue, Shorewood
3665	Najacht, Ethan D.	1627A Saemann Avenue
3654	O'Connor, Dianna	119 Highland Drive, Glenbeulah
2617	Olvera, Juan F.	1127 Bell Avenue
3658	Roerdink, Robin J.	1416 Heermann Court
3670	Scarborough, Shelline M.	1008 Huron Avenue
3649	Schellin, Kirsten A.	825 N. 4th Street
3678	Sippel, Casey L.	54 Square Street, Elkhart Lake
8682	Stipe, Amber	2607 N. 9th Street
3652	Tenpas, Rachel A.	1417 Virginia Avenue Apt. A
3663	Torres, Kali N.	1433 S. 10th Street

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

No.	Name	Address
3042	Ackerman, Jean M.	3017A N. 9th Street #3
1004	Adamavich, William J. (CLUB)	3823 S. 11th Street
0764	Augustin, Jeremy L.	1717 S. 8th Street
4736	Bartlow, Keli M.	1812 S. 13th Street
0887	Bauer, Kathleen M.	1030 Pershing Avenue
0253	Berg, Stacey L.	1618 Georgia Avenue

6-16 grant w/warning to avoid further law violations #4384, #6929 #3051

#3491 - grant contingent required documentation complete

#3475 - grant contingent all required documentation complete by 6-30-21

1853	Berglund, Jodi C.		W3385 CTH MM, Elkhart Lake
9438	Billmann, Judith L.		2704 S. 19th Street
0051	Carlson, Leah S.		1819 N. 2nd Street Apt. A
8513	Champeau, Brian O.		1331 New York Avenue
2482	Chavez, Angie C.		1507 S. 21st Street
0821	Creager, Jennifer		303 S. Wisconsin Dr.,Howards Grove
2142	Dawson, Sara		2725 S. 11th Street
9986	Depagter, James R.		3417 S. 12th Place
9532	Ditter, Lisa K.		2521 Leon Court
0293	Dodge, Evelyn V.		3952 Meadowbrook Court #A
3600	Dolgner, Randall		2611 Pine Grove Avenue
7468	Draughon, Roman J.		1702A S. 17th Street
7163	Dyke Van Ess, Jennifer L.		240 Harmon Street, Waldo
0205	Ebenreiter, Diane M.		4902 N. 18th Street
9747	Fanslau, Louicia A.		204 Beachwood Street, Cleveland
3071	Frank, Amanda J.		1926 S. 16th Street
7641	Frericks, Julie A.		925 S. 14th Street
7291	Genson, Adam C.		1105 S. 17th Street Apt. 1
2943	Gilbert, Amy		1238 Geele Avenue #214
4430	Gilbertson, Lindian M.		2335 N. 15th Street Apt. A
5170	Gilbertson, Stephen J.	(CLUB)	1216 N. 29th Street
2786	Gillmer, Gregory A.		1314 N. 31st Street
8150	Gillmer, Nicole M.		1314 N. 31st Street
3113	Goodluck, Arial R.		1531 N. 5th Street Unit A
7572	Graefe, Lee P.		1028A Mead Avenue
9377	Grohman, Sander A.		1521 New Jersey Avenue
1937	Haag, Lisaann		1840 N. 23rd Street
3870	Hafenstein, Rebecca		2229 Terrace View Drive #1D
1979	Hando, Mark R.		3645 S. 18th Street
1453	Haneman, David M.		836 Dillingham Avenue
7498	Hansen, John R.		1105 Los Angeles
6181	Harpold, William A.		1914A Calumet Drive
4767	Holzschuh, Susan J.		5016 Moenning Road
2878	Hurtienne, Dawn M.		30 Ashwood Drive
6954	Jeske, Robert E.		2330 N. 27th Street
7394	Kalkopf, Holly A.		1423 N. 7th Street, Manitowoc
2793	Kerlin, Rachel L.		1636 N. 27th Place
3061	Kertscher, Kyle J.		547 Pine Ridge Ave., Howards Grove
7900	Komoroski, Mary J.		2508 N. 24th Street
2068	Kreutz, Mark T.		1608 N. 12th Street
1703	Kuehlmann, Sherry A.		1721 Ashland Avenue Apt. 101
2084	Kunstman, Coralie S.		1705 Wisconsin Avenue
9512	Lilyquist, Steve C.		2510 S. 12th Street
2807	Lisberg, Deborah A.		415 Timberlake Road
0252	Lucarelli, Brenda S.		222 Superior Avenue
7845	Maclaughlin, Penny L.		1719 Elm Avenue
8289	Madson, James A.		2830 S. 22nd Street

0602	Magray, Leviathan C.		1517 N. 4th Street
0929	Mayr, Cherilyn A.		1913 Wiemann Avenue
0360	Merrill, Anna		2127 S. 17th Street
1940	Miller, Destiny S.		603 Petra Lane
0953	Morton, Michael G.		1619 Division Avenue
1889	Mueller, Jeffery C.		1734 S. 15th Street
2905	Nelson, Michael A.		5103 Whitefox Drive
2796	Niquette, Susan M.		2628 S. 19th Street
3069	Norlander, Eli S.		122 Fox Glove Ln., Sheboygan Falls
4927	Oehldrich, Richard M.		519 Sunset Maple, Sheboygan Falls
0105	Pacyga, Laura A.		1518 N. 10th Street
8508	Parchim, Melinda S.		140 W. Falls Road, Grafton
7604	Peloquin, Thomas		2719 Wedemeyer Avenue
3797	Pena, Javier	(CLUB)	929 Indiana Avenue Apt. A
7070	Potter, Jennifer		2625 S. 8th Street
1992	Procek, Edward J.		1230 S. 13th Street
0978	Prueter, Keri L.		1604 S. 14th Street
4384	Reese, Shannon M.		3132 N. 8th Street
5596	Reichert, Leah M.		420 Van Buren Road, Howards Grove
1072	Rietbrock, Jennifer L.		W4412 CTY RD EH, Elkhart Lake
0313	Ritt, Sylvia L.		1134 Millersville Ave., Howards Grove
6331	Ross, Daniel T.		2332A Park Place
0986	Runkel, Kevin R.		225 Lilac Lane, Belgium
9422	Scharenbrock, Susan K.		1405 N. 13th Street
1925	Schmidt, Rebecca L.		1211 Washington Avenue
5874	Senkbeil, Emy J.		1323 Superior Avenue
6454	Senkbeil, Gregory A.	(CLUB)	820 N. 28th Street
7337	Senkbeil, Steve J.	(CLUB)	4040 N. 29th Street
6693	Sprecher, Kara D.		2527 N. 13th Street
8254	Strysick, Harve R.	(CLUB)	1830 N. 19th Street
2219	Tauferner, Richard M.		3523 Lannon Road
0117	Theis, Robert R.		1628 S. 13th Street
2804	Thompson, Courtney		1410 Grand Avenue
0207	Thompson, Mitchell D.		1131 Main Avenue
1146	Trepanier, Teresa M.		1619 N. 5th Street
1706	Tymm, Laura E.		2609 N. 15th Street
2257	Van Veghel, John Jr.		825 N. 28th Street
2004	Van Wyk, Benjamin J.	(CLUB)	2603 Fawn Court
5374	Vidimos, Melodie A.		2203 N. 20th Street
5212	Vidimos, Mike E.		2203 N. 20th Street
6929	Violetta, Jason A.		2 Pinewood Drive
2787	Vojtech, Julia		1301 S. 22nd Street
0847	Weiss, Crystal		1012 Bell Avenue
2856	Wilson, Cody P.		807A S. 17th Street
0038	Wright, Ellen M.		110 Lincoln Avenue
2338	Wyckoff, Kevin J.		1921 N. 38th Street

CHANGE OF AGENT

Brian Zerger is replacing Jason Neels as agent effective immediately for N Z's Bar & Grill located at 1022 Michigan Avenue.

CHANGE OF PREMISE

No.	Name	Address
3119	Vibez Bar	2513 S. 8th Street - One day event July 24, 2021 to include current premise and back of bar outside, East of building, area fenced in.

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

No.	Name	Address
3132	Ultimate Mart LLC (Pick 'N Save #432)	1317 N. 25th Street

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

No.	Name	Address
3491	A Pour Decision LLC (Executive Pub)	723 Center Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
3475	Elena Goya Cortez (Mi Ranchito)	1235 Indiana Avenue
3066	JBZ, Inc. (N Z's Bar & Grill)	1022 Michigan Avenue
1337	Sheboygan Elks Lodge #299 (Sheboygan Elks Lodge #299)	1943 Erie Avenue
1286	Riverside Boat Club Inc. (CLUB) (Sheboygan Riverside Boat Club)	1228A Wisconsin Avenue

SIDEWALK CAFE (April 14, 2022) (NEW)

No.	Name	Address
2085	Legend Larry's	733 Pennsylvania Avenue
1936	The Black Pig	821 N. 8th Street

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

No.	Name	Address
2804	Blue Harbor Resort-Reflections Spa	725 Blue Harbor Drive

TAXICAB DRIVERS LICENSE (December 31, 2021)(NEW)

No.	Name	Address
3661	Champeau, Pat L.	916 Huron Avenue Apt. 308
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3655	Munoz, Malachi L.	223 Monroe Street, Sheboygan Falls
3650	Richardson, Alexis A.	1215 N. 9th Street, Manitowoc
3676	Santillan, Juan M.	1723 S. 26th Street

VIII

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

Your 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.

_____ _____

_____ _____

_____ _____

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

4.1

Res. No. 16 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
June 7, 2021.

A RESOLUTION 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.

WHEREAS, the City of Sheboygan (the "City") has begun a five-year strategic financial management plan, to create sound and transparent governance of the City's financial resources and align its global fiscal plan with the City's overall five-year Strategic Plan; and

WHEREAS, it is in the best interest of the City of Sheboygan to engage Ehlers, Inc. ("Ehlers") to provide financial management planning services; and

WHEREAS, as a registered Municipal Advisor, Ehlers is required to provide its clients, including the City, with various disclosures, a copy of which is attached to this Resolution; and

WHEREAS, funds were not budgeted for these financial management planning services, so it is necessary to make an adjustment to the 2021 Budget.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Accounting - Consulting Services (Account No. 10115100-521150) by $34,200 in order to fund the Financial Management Planning Services Agreement with Ehlers.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Contingency Reserve (Account No. 10199020-810103).

BE IT FURTHER RESOLVED: That the City Administrator is authorized to enter into the attached agreement for Financial Management Planning Services with Ehlers, Inc.

F+P (2/3 vote)
adopt.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $34,200, from Account No. 10115100-521150, pursuant to the terms of the attached agreement for Financial Management Planning Services with Ehlers, Inc.

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

May 26, 2021

Todd Wolf, City Administrator
City of Sheboygan, Wisconsin
828 Center Ave
Sheboygan, WI 53081

Re: Written Amended Municipal Advisor Client Disclosure with the City of Sheboygan ("Client") for 2021 Financial Management Plan ("Project" Pursuant to MSRB Rule G-42)

Dear Todd:

Ehlers, as a registered Municipal Advisor, has previously sent you a written MA Client Disclosure for 2021 Financial Management Plan as required by MSRB Rules. We indicated that the writing might be amended or supplemented to reflect any material changes or additions. Attached you will find an amended written disclosure required for this project. Please review the attached amended written MA Client Disclosure and contact me if you have questions.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson

Dawn Gunderson Schiel,CPFO
Senior Municipal Advisor/Vice President

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[1] This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A
Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest
Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice
Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities
Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business
Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties
Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements
Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration
Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events
Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at http://www.sec.gov/edgar/searchedgar/companysearch.html) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B
Financial Management Planning Services

While the Ehlers Disclosure of Conflicts of Interest/Other required Information (Appendix A) is effective the date of the transmittal letter, the Scope of Services Identified below, in this Appendix B, shall be effective as of the date it is accepted by Client unless otherwise terminated by either party upon 30 days written notice to the other party.

Scope of Service

Client has requested that Ehlers to prepare a Financial Management Plan ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Confirm Planning Objectives

- Prior to commencing the work, we will review our approach with Client staff to ensure that we have a full understanding of the Client's objectives, any particular areas of concern or focus, and desired process outcomes. If necessary, we can modify our Scope of Services to meet specific Client needs.

Insurance Including Professional Liability Insurance

- Ehlers shall not commence work under this Agreement until it has obtained all insurance required under this Section. Additionally, Ehlers shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Section.

- During the performance of any and all Services under this Agreement, Ehlers shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City listing the City of Sheboygan as an additional insured:

    - Workers' Compensation Insurance – Ehlers shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Ehlers shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

    - Commercial General Liability Insurance – Ehlers shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

    - Professional Liability Insurance – Ehlers shall acquire and maintain, for the duration of this Agreement, Professional Liability Insurance with a policy limit of at least $2,000,000.

- The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

    - City of Sheboygan, Wisconsin
      828 Center Ave., Suite 110
      Sheboygan, Wisconsin 53081

- The proof of insurance must contain an original signature.

Gather Required Information

- To complete our work, we will need to gather certain information which may include: prior year audits and budgets (generally five years); current year budget; capital improvement plans; existing debt service schedules and allocations; strategic planning documents; staffing plans; and policies pertaining to fund balance, debt management; post-issuance compliance and financial management (Ehlers may already have some or all of this information on file).

Prepare Financial Model

- Based on the Client's objectives and the information available, we will prepare a Client-specific Excel based financial planning model that includes:

    - Credit Profile Evaluation. An assessment of selected financial, debt and demographic indicators will be prepared comparing Client to the State-wide median indicators for its rating peer group, and to other governmental entities of comparable size or location. If applicable, the assessment will also include a comparison with the medians of the next higher rating classification and to representative governmental entities in that class. Analysis will be provided to identify areas of strength and potential weakness in the Client's credit profile.

    - Valuation Forecast. We will project growth in equalized value based on historical valuation trends, and anticipated potential for and timing of new development based on Client input. If applicable, "TID IN" and "TID OUT" forecasts will be provided. The impact of TID closure will be considered based on Client direction. One or more potential growth scenarios may be modeled based on Client's objectives.

    - Fund Forecasts. We will forecast revenues and expenditures for the following funds based on prior year budgetary trends. Based on the Client's objectives and the information available to us, one or more alternate fund forecasts may be developed to reflect adjustments to service levels and staffing.

        General Government Funds:
        - General Fund
        - Debt Service Fund
        - Capital Improvement Fund
        - Other Levy Supported Funds

        Enterprise Funds:
        - Water Utility Fund
        - Sewerage System Fund
        - Transit Commission Fund

        Tax Increment Districts (Capital Project & Debt Service):
        - Tax Increment District #6
        - Tax Increment District #10
        - Tax Increment District #12
        - Tax Increment District #13

- Tax Increment District #14
- Tax Increment District #15
- Tax Increment District #16
- Tax Increment District #17
- Tax Increment District #18
- Tax Increment District #19
- Tax Increment District #20

  - Capital Planning Model. Using Client's capital improvement plans, we will prepare one or more models identifying funding sources for identified projects. Fund balances, tax levy, debt proceeds, and annual revenues will be evaluated as funding sources.

  - Debt Model. We will prepare a current debt service schedule including projected debt abatement sources and tax levy requirements. To the extent that debt financing is required for capital improvement projects, the projected impact of that financing will be modeled. The model will also forecast debt limit capacity utilization and the projected impact of future debt obligations on selected debt profile indicators (for General Obligation debt).

  - Consolidated Tax Levy and Rate Projection Model. A summary forecast will be provided that projects the future tax levy that would be required to support the General Fund, Capital Projects Fund, Debt Service Fund, and other levy supported funds. Based on the valuation projection model, a forecasted equalized tax rate will be provided. Future levy requirements will be tested against applicable levy and rate limits. A similar summary forecast will be provided for any enterprise funds included in the model, and will include a projection of any additional revenue requirements needed to support the forecast.

  - Tax Increment District Fund Cashflows. Based upon information available from staff regarding existing fund balances, projections for future development, committed obligations and anticipated expenditures, prepare cashflow projections. Identify anticipated closure and if any projected support from the City including needed levy support. Impact of closure within the planning period will be incorporated into the levy forecasting model.

- Documents provided to the City

  - All schedules and presentations prepared by Ehlers and provided to the City will be in an Adobe format and shall become the property of the Client. Ehlers shall retain its ownership rights in its databases, computer software and other proprietary property. Intellectual property developed or utilized in the performance of the Project, including the Excel model, shall remain the property of Ehlers.

Conduct Workshops with Administrative Staff

- A total of 4 workshops will be conducted concurrent with development of the financial model. The purpose of the workshops will be to present key data, observations, findings, alternatives and recommendations, and to seek input of key administrative staff members at periodic intervals before the model is finalized. Specific workshop dates, and the points at which they occur in the process, will be established in consultation with the Client based on the objectives of Client, the availability of the key administrative staff, and the availability of

information needed to complete the plan. The initial Workshop will be scheduled once the model is established and all benchmarks have been determined. Workshop duration is typically one to two hours, with three to four week intervals between workshops, however, the workshops will be scheduled based upon collaboration with staff and Ehlers as the work progresses on the plan.

Final Report

- Following completion of the model and workshops, we will prepare a summary report that includes and explains all primary elements of the forecast model. The report will include a summary of key observations and recommendations. If applicable, we will recommend modifications to existing Client policies pertaining to fund balance, debt management, post-issuance compliance and financial management. The Final Report will be provided in Adobe format by September 17, 2021 unless by mutual agreement between the City and Ehlers.

Presentation to Committee and City Council

- Participation and presentation of final report at a Committee meeting and a City Council meeting

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers in the amount of $21,000 for the General, Debt Service, Capital funds and 3 enterprise funds are part of the plan. An additional $13,200 if cashflows are prepared for all 11 existing TID Funds. (Could be lowered to $9,350 if engaged to do annual updates for presentation to the Joint Review Board annual meeting. A separate engagement can be provided)

Breakout is as follows:

- Fee for a four workshop FMP covering General, Debt Service, Capital Project Funds and other levy supported funds is $15,000
- Additional $2,000 for each Enterprise Fund
- Additional $1,200 for each Tax Increment District Fund cashflow (This fee could be lowered to $850 for each Tax Increment District Fund if the City engages Ehlers to prepare annual updates for the annual meeting with the Joint Review Board. A separate engagement can be provided)

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than $125.00/hour and not to exceed $300.00/hour.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of the work. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Please identify with an X which additional funds you would like to include in the plan:

Water Utility Fund _____
Sewerage System Fund X
Transit Commission Fund X
TID #6 X
TID #10 X
TID #12 _____
TID #13 _____
TID #14 _____
TID #15 _____
TID #16 _____
TID #17 _____
TID #18 _____
TID #19 _____
TID #20 _____

Provide an engagement for assistance with annual TID reporting _____

By: 

Name: Todd Wolf

Title: City Administrator

Date: June 22, 2021

VIII

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

Your 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.

_____ _____

_____ _____

_____ _____

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

4.1

Res. No. 16 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
June 7, 2021.

A RESOLUTION 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.

WHEREAS, the City of Sheboygan (the "City") has begun a five-year strategic financial management plan, to create sound and transparent governance of the City's financial resources and align its global fiscal plan with the City's overall five-year Strategic Plan; and

WHEREAS, it is in the best interest of the City of Sheboygan to engage Ehlers, Inc. ("Ehlers") to provide financial management planning services; and

WHEREAS, as a registered Municipal Advisor, Ehlers is required to provide its clients, including the City, with various disclosures, a copy of which is attached to this Resolution; and

WHEREAS, funds were not budgeted for these financial management planning services, so it is necessary to make an adjustment to the 2021 Budget.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Accounting - Consulting Services (Account No. 10115100-521150) by $34,200 in order to fund the Financial Management Planning Services Agreement with Ehlers.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Contingency Reserve (Account No. 10199020-810103).

BE IT FURTHER RESOLVED: That the City Administrator is authorized to enter into the attached agreement for Financial Management Planning Services with Ehlers, Inc.

F+P (2/3 vote)
adopt.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $34,200, from Account No. 10115100-521150, pursuant to the terms of the attached agreement for Financial Management Planning Services with Ehlers, Inc.

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

May 26, 2021

Todd Wolf, City Administrator
City of Sheboygan, Wisconsin
828 Center Ave
Sheboygan, WI 53081

Re: Written Amended Municipal Advisor Client Disclosure with the City of Sheboygan ("Client") for 2021 Financial Management Plan ("Project" Pursuant to MSRB Rule G-42)

Dear Todd:

Ehlers, as a registered Municipal Advisor, has previously sent you a written MA Client Disclosure for 2021 Financial Management Plan as required by MSRB Rules. We indicated that the writing might be amended or supplemented to reflect any material changes or additions. Attached you will find an amended written disclosure required for this project. Please review the attached amended written MA Client Disclosure and contact me if you have questions.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson

Dawn Gunderson Schiel,CPFO
Senior Municipal Advisor/Vice President

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[1] This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A
Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest
Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice
Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities
Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business
Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties
Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements
Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration
Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events
Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at http://www.sec.gov/edgar/searchedgar/companysearch.html) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B
Financial Management Planning Services

While the Ehlers Disclosure of Conflicts of Interest/Other required Information (Appendix A) is effective the date of the transmittal letter, the Scope of Services Identified below, in this Appendix B, shall be effective as of the date it is accepted by Client unless otherwise terminated by either party upon 30 days written notice to the other party.

Scope of Service

Client has requested that Ehlers to prepare a Financial Management Plan ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Confirm Planning Objectives

- Prior to commencing the work, we will review our approach with Client staff to ensure that we have a full understanding of the Client's objectives, any particular areas of concern or focus, and desired process outcomes. If necessary, we can modify our Scope of Services to meet specific Client needs.

Insurance Including Professional Liability Insurance

- Ehlers shall not commence work under this Agreement until it has obtained all insurance required under this Section. Additionally, Ehlers shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Section.

- During the performance of any and all Services under this Agreement, Ehlers shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City listing the City of Sheboygan as an additional insured:

    - Workers' Compensation Insurance – Ehlers shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Ehlers shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

    - Commercial General Liability Insurance – Ehlers shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

    - Professional Liability Insurance – Ehlers shall acquire and maintain, for the duration of this Agreement, Professional Liability Insurance with a policy limit of at least $2,000,000.

- The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

    - City of Sheboygan, Wisconsin
      828 Center Ave., Suite 110
      Sheboygan, Wisconsin 53081

- The proof of insurance must contain an original signature.

Gather Required Information

- To complete our work, we will need to gather certain information which may include: prior year audits and budgets (generally five years); current year budget; capital improvement plans; existing debt service schedules and allocations; strategic planning documents; staffing plans; and policies pertaining to fund balance, debt management; post-issuance compliance and financial management (Ehlers may already have some or all of this information on file).

Prepare Financial Model

- Based on the Client's objectives and the information available, we will prepare a Client-specific Excel based financial planning model that includes:

    - Credit Profile Evaluation. An assessment of selected financial, debt and demographic indicators will be prepared comparing Client to the State-wide median indicators for its rating peer group, and to other governmental entities of comparable size or location. If applicable, the assessment will also include a comparison with the medians of the next higher rating classification and to representative governmental entities in that class. Analysis will be provided to identify areas of strength and potential weakness in the Client's credit profile.

    - Valuation Forecast. We will project growth in equalized value based on historical valuation trends, and anticipated potential for and timing of new development based on Client input. If applicable, "TID IN" and "TID OUT" forecasts will be provided. The impact of TID closure will be considered based on Client direction. One or more potential growth scenarios may be modeled based on Client's objectives.

    - Fund Forecasts. We will forecast revenues and expenditures for the following funds based on prior year budgetary trends. Based on the Client's objectives and the information available to us, one or more alternate fund forecasts may be developed to reflect adjustments to service levels and staffing.

        General Government Funds:
        - General Fund
        - Debt Service Fund
        - Capital Improvement Fund
        - Other Levy Supported Funds

        Enterprise Funds:
        - Water Utility Fund
        - Sewerage System Fund
        - Transit Commission Fund

        Tax Increment Districts (Capital Project & Debt Service):
        - Tax Increment District #6
        - Tax Increment District #10
        - Tax Increment District #12
        - Tax Increment District #13

- Tax Increment District #14
- Tax Increment District #15
- Tax Increment District #16
- Tax Increment District #17
- Tax Increment District #18
- Tax Increment District #19
- Tax Increment District #20

  - Capital Planning Model. Using Client's capital improvement plans, we will prepare one or more models identifying funding sources for identified projects. Fund balances, tax levy, debt proceeds, and annual revenues will be evaluated as funding sources.

  - Debt Model. We will prepare a current debt service schedule including projected debt abatement sources and tax levy requirements. To the extent that debt financing is required for capital improvement projects, the projected impact of that financing will be modeled. The model will also forecast debt limit capacity utilization and the projected impact of future debt obligations on selected debt profile indicators (for General Obligation debt).

  - Consolidated Tax Levy and Rate Projection Model. A summary forecast will be provided that projects the future tax levy that would be required to support the General Fund, Capital Projects Fund, Debt Service Fund, and other levy supported funds. Based on the valuation projection model, a forecasted equalized tax rate will be provided. Future levy requirements will be tested against applicable levy and rate limits. A similar summary forecast will be provided for any enterprise funds included in the model, and will include a projection of any additional revenue requirements needed to support the forecast.

  - Tax Increment District Fund Cashflows. Based upon information available from staff regarding existing fund balances, projections for future development, committed obligations and anticipated expenditures, prepare cashflow projections. Identify anticipated closure and if any projected support from the City including needed levy support. Impact of closure within the planning period will be incorporated into the levy forecasting model.

- Documents provided to the City

  - All schedules and presentations prepared by Ehlers and provided to the City will be in an Adobe format and shall become the property of the Client. Ehlers shall retain its ownership rights in its databases, computer software and other proprietary property. Intellectual property developed or utilized in the performance of the Project, including the Excel model, shall remain the property of Ehlers.

Conduct Workshops with Administrative Staff

- A total of 4 workshops will be conducted concurrent with development of the financial model. The purpose of the workshops will be to present key data, observations, findings, alternatives and recommendations, and to seek input of key administrative staff members at periodic intervals before the model is finalized. Specific workshop dates, and the points at which they occur in the process, will be established in consultation with the Client based on the objectives of Client, the availability of the key administrative staff, and the availability of

information needed to complete the plan. The initial Workshop will be scheduled once the model is established and all benchmarks have been determined. Workshop duration is typically one to two hours, with three to four week intervals between workshops, however, the workshops will be scheduled based upon collaboration with staff and Ehlers as the work progresses on the plan.

Final Report

- Following completion of the model and workshops, we will prepare a summary report that includes and explains all primary elements of the forecast model. The report will include a summary of key observations and recommendations. If applicable, we will recommend modifications to existing Client policies pertaining to fund balance, debt management, post-issuance compliance and financial management. The Final Report will be provided in Adobe format by September 17, 2021 unless by mutual agreement between the City and Ehlers.

Presentation to Committee and City Council

- Participation and presentation of final report at a Committee meeting and a City Council meeting

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers in the amount of $21,000 for the General, Debt Service, Capital funds and 3 enterprise funds are part of the plan. An additional $13,200 if cashflows are prepared for all 11 existing TID Funds. (Could be lowered to $9,350 if engaged to do annual updates for presentation to the Joint Review Board annual meeting. A separate engagement can be provided)

Breakout is as follows:

- Fee for a four workshop FMP covering General, Debt Service, Capital Project Funds and other levy supported funds is $15,000
- Additional $2,000 for each Enterprise Fund
- Additional $1,200 for each Tax Increment District Fund cashflow (This fee could be lowered to $850 for each Tax Increment District Fund if the City engages Ehlers to prepare annual updates for the annual meeting with the Joint Review Board. A separate engagement can be provided)

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than $125.00/hour and not to exceed $300.00/hour.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of the work. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Please identify with an X which additional funds you would like to include in the plan:

Water Utility Fund _____
Sewerage System Fund _____
Transit Commission Fund _____
TID #6 _____
TID #10 _____
TID #12 _____
TID #13 _____
TID #14 _____
TID #15 _____
TID #16 _____
TID #17 _____
TID #18 _____
TID #19 _____
TID #20 _____

Provide an engagement for assistance with annual TID reporting _____

By: Title:

Name: Date:

CONTRACT FOR THE REVALUATION
OF ALL REAL AND PERSONAL PROPERTY
AND CONTRACT EXTENSION FOR
ANNUAL ASSESSMENT SERVICES
CITY OF SHEBOYGAN
2021 - 2026

THIS AGREEMENT is made by and between Assessment Technologies of Wisconsin, LLC, d/b/a Grota Appraisals, hereinafter called the "Assessor," and the City of Sheboygan, Sheboygan County, Wisconsin, hereinafter called the "City."

ARTICLE I

SCOPE OF WORK: The Assessor, having familiarized himself with the local conditions affecting the cost of work to be done, and the Standard Specifications for the revaluation of all Real and Personal Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed, and to complete in a professional manner everything required to be completed, to provide annual Assessment Services to the City for the term beginning January 1, 2022 and ending December 31, 2025, and to revalue all Real and Personal Property in the City, all in accordance with all applicable Wisconsin State Statutes and the General Agreements as stated in Article IV of this contract.

ARTICLE II

COMPENSATION FOR REVALUATION: The City shall pay to the Assessor for the performance of the revaluation, the sum of $930,000 (Nine Hundred Thirty Thousand Dollars) for revaluation services. Payments shall be made as follows:

Year	Annual Fee for Revaluation	January Payment (including prior year retainage)	All other Monthly Payments
2021	$85,000	$0.00	$17,000.00/month August – December
2022	$172,500	$27,667.67	$13,166.67/month February – December
2023	$186,000	$41,166.67	$13,166.67/month February – December
2024	$186,000	$41,166.67	$13,166.67/month February – December
2025	$186,000	$41,166.67	$13,166.67/month February – December
2026	$101,000	$34,083.21	$6,083.33/month February – December
2027	$13,500	$13,500.00	$0.00/month February – December

The City will be sent a monthly progress report detailing work performed 2021 - 2027

ARTICLE III

COMPENSATION FOR ANNUAL ASSESSMENT SERVICES: The City shall pay to the Assessor for annual assessments, the sums set forth below:

Year	Annual Fee
2023	$300,000
2024	$310,000
2025	$320,000
2026	$330,000

ARTICLE IV

GENERAL AGREEMENTS:

1) The Assessor shall complete annual and revaluation services for all Real and Personal Property in the City of Sheboygan per proposal, and approved by the Council.

2) The Compensation paid above includes: field review work, supplies, printing, mailing of public information letters, and "Open Book" hearings.

3) The Assessor will adhere to all provisions stated in proposal in the best interest of the City, and for taxpayer awareness.

4) Except as explicitly provided in this Contract, the Terms and Conditions set forth in the 2019 Client Service Agreement ("CSA") between the Parties shall continue to govern. A copy of said CSA is attached. Assessment Technologies of Wisconsin, LLC is the successor to Grota Appraisals and all references in the CSA to Grota Appraisals or "GROTA" shall be deemed to refer to Assessment Technologies of Wisconsin, LLC.

5) Paragraphs 26.2 and 28.1 of the CSA is corrected to clarify that the monthly statements shall reflect the percentage of work completed less ten percent (10%) retainage by the CITY, and that the retainage of 10% is held until the following year.

6) Paragraph 27.0 of the CSA is corrected to remove the sentence stating "Scope of Service and Price to be determined," as this Contract and other relevant portions of the CSA together set forth both the scope of services to be provide and the price for said services.

7) Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. In case of a termination due to non-appropriation, the City shall be responsible for all work authorized and completed and no refund shall be paid in the event payments have exceeded the actual work completed at the time of termination due to non-appropriation.

<Remainder of page left blank intentionally>

SUBMITTED TO THE CITY OF SHEBOYGAN THIS 3RD DAY OF JUNE, 2021

Michael L. Grota
Assessment Technologies of Wisconsin, LLC

David Winters
CFO Assessment Technologies of Wisconsin, LLC

ACCEPTANCE BY CITY:

The above contract, terms and agreements are hereby accepted this 22 day of June, 2021

BY:

Ryan Sorenson
Mayor

ATTEST:

~~Meredith DeBraun~~ Melissa Clevenger
Deputy City Clerk

CLIENT SERVICE AGREEMENT
("AGREEMENT")

THIS CLIENT SERVICE AGREEMENT made and entered into this 22ND day of AUGUST, 2019, by and between:

CITY OF SHEBOYGAN, a Wisconsin Municipal corporation in the State of Wisconsin, with its principal office located at 828 Center Ave. Sheboygan, WI 53081 and referred to in the Agreement as "CITY",

-and-

GROTA APPRAISALS, LLC, hereinafter called "GROTA", a limited liability corporation formed under the laws of the State of Wisconsin located at N88 W16573 Main Street, Menomonee Falls, WI 53051 and qualified to do business in the State of Wisconsin, herein after referred to as "GROTA,"

W I T N E S S E T H

WHEREAS, the CITY wishes to enter into an Agreement for Assessment services from GROTA; and

WHEREAS, GROTA wishes to provide Assessment Services to the CITY.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions hereinafter contained and other good and valuable consideration the receipt and sufficiency thereof the parties hereby acknowledge, the parties agree as follows:

1.0 TERM AND TERMINATION

1.1 The term of this Agreement shall be from January 1, 2020 to December 31, 2022. GROTA shall have completed all work under this agreement, except for appearing at Board of Review and any subsequent appearances as per this agreement, on or before the completion date referred to in the Agreement. The date of completion may be extended, if necessary, under the terms of this Agreement and by mutual consent.

1.2 Either party may terminate this Agreement only with cause, cause being defined as default of the other party of terms of this Agreement upon sixty (60) days written notice to the other party. Upon termination by either party, GROTA shall deliver to CITY all records and materials in GROTA'S possession used or created during this Agreement. During the 60-day wind down period, both GROTA and CITY shall act in good faith with each other and cooperate in the orderly transfer of records.

2.0 **INCORPORATED BY REFERENCE.** GROTA replied to a REQUEST FOR PROPOSAL for Assessment Services for the CITY dated September 25, 2015, hereinafter known as "RFP". The RFP dated September 25, 2015 and GROTA's Proposal Service Option #3 dated October 18, 2015 are by this reference incorporated herein as if set out in full. If there is a conflict between the RFP, GROTA's proposal and this Agreement, this Agreement is controlling. If this Agreement is silent on an issue that is covered by the RFP and GROTA's Proposal, the RFP is controlling. Where an issue or matter is covered only by GROTA's Proposal and does not conflict in any way with this Agreement or the RFP, then GROTA's proposal is controlling.

3.0 **SERVICES TO BE PROVIDED** The prescribed duties of GROTA shall include, but not necessarily be limited to the following:

3.1 **Conformance to statutes.** All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue (DOR).

3.2 **Oath of Office.** GROTA shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. If GROTA is a corporation or partnership, the person(s) designated as responsible for the assessment shall comply with the above. The oath shall conform to sec. 19.01, Wis. Stats. and be filed with the municipal clerk prior to undertaking any of said duties.

3.3 **Assessment manual.** GROTA shall make all assessments in accordance with the property assessment manual as specified in secs. 70.32 and 70.34, Wis. Stats.

3.4 **Accurate parcel identification.** GROTA shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, GROTA shall correct or cause the same to be corrected in conjunction with Sheboygan County.

3.5 **Preparation of record cards.** GROTA shall prepare individual record cards or computer-generated data sheets for each parcel to be valued on forms currently approved by the DOR. If GROTA and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon DOR approval. Record cards shall be completed for each parcel, labels with the property owners name and address as provided in

sec. 70.17, Wis. Stats., and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

3.6 **Hours.** GROTA employee/s shall maintain regular office hours at the Sheboygan City Hall, 828 Center Ave. from 8:00 AM to 4:30 PM Monday through Friday, except on City-designated holidays. There will be additional hours for Open Book and prior to the Board of Review, as necessary.

3.7 **Clerical Duties.** GROTA shall be responsible all assessment related clerical duties including:

- Answering routine telephone calls and e-mails
- Fulfill walk-in requests for assessment data
- Assist in scheduling assessment-related appointments
- Providing copies of all assessment-related open records requests
- Preparing appointment mailers, stuffing envelopes and mailing all notices
- Filing of all assessment property records cards and any other assessment-related records
- All assessment data entry

3.8 **Office Space.** The CITY shall furnish adequate space at the Sheboygan City Hall at no cost to GROTA. Office space may include desks, tables, chairs, file cabinets, copier, including other office machinery and equipment, computers, IT support, sufficient remote connections for GROTA to access Market Drive and MS documents, heating, lighting, telephone and janitorial services.

(1) In addition to City Hall office hours, GROTA will provide a local phone number for CITY officials and residents to contact GROTA during regular business hours, Monday through Friday, and shall return calls within twenty-four (24) hours.

3.9 **Specific Services.** GROTA shall

(1) Field review and assess all properties that were under partial construction as of January 1st of the previous year.

(2) Field review and assess new construction as of January 1st of the current year.

(3) Perform interior inspections on all newly constructed homes, partially constructed homes from the previous year, any interior remodeling including kitchen, bath, basement remodeling and additions.

(4) Field visit and measure all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits as needed.

(5) Field review as deemed necessary sale properties and properties for which no building permit has been issued.

(6) Collect the name and address of each personal property contact person, separate from the business name. GROTA shall provide a doomage listing to the Director of Administration prior to open book review.

(7) Account for all buildings destroyed or demolished.

(8) Implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.

(9) Be responsible for determining whether an organization or individual meets the requirements for exemption in determining a property's tax exempt status.

(10) Process parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps and any other land divisions.

(11) Take digital photographs of new construction on or about January 1st annually.

(12) Maintain and annually update property owner lists, with current name and address changes.

(13) Post assessments to real estate transfer returns and record sale information to property record cards electronically.

(14) Annually update all property owner record cards with new legal descriptions electronically.

4.0 **NOTICE OF ASSESSMENT.** GROTA shall mail Notice of Assessment to property owners and others as required by state statutes.

5.0 **BOARD OF REVIEW.** GROTA shall

5.1 Be responsible for preparing for the annual Board of Review hearing proceedings as required by State Statutes prior to June of each year. GROTA shall work with the City Clerk to arrange for the hearings. GROTA will attend the Board of Review hearings, serve as City staff at the hearings and defend GROTA's valuations and work products. GROTA will promptly and adequately follow up and respond to any appeals made at the Board of Review hearing, incorporating assessment modifications as approved.

5.2 Update the CITY'S assessment computer records within fourteen (14) days of the final adjournment of the Board of Review.

5.3 Be responsible for providing the Wisconsin Department of Revenue with final reports as required by the DOR.

5.4 Value all mobile homes and all boathouses as required by law.

5.5 Coordinate with the Sheboygan County Real Property Listing office to facilitate the digital and manual transfer of data and values.

5.6 Provide a website that will be linked to the CITY'S website to place the computer property assessment records on the web for access to the public.

5.7 Update market values on City owned land and public buildings upon request of the City. Said information obtained shall be used for insurance purposes, depreciation and to establish lease values.

5.8 Perform all other duties incidental to the normal duties of the Assessor.

6.0 MEETING REQUIREMENTS

6.1 Upon reasonable prior notice, the Project Manager shall upon the request of the City Administrator, Department Head, or City Council attend City Council meetings that average two (2) hours per month or other prescribed meetings upon reasonable notice.

6.2 GROTA agrees to meet monthly or upon request, with the City Administrator and/or the City Council to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.

6.3 If a DOR-ordered assessment or reassessment occurs, GROTA agrees to meet with the DOR upon request.

7.0 **APPROACHES TO VALUE.** GROTA shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means.

7.1 GROTA shall collect and analyze all available sales data for the CITY in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the CITY. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the CITY.

7.2 Sales analysis shall include sales identified on an appropriate map (section, subdivision, etc.), analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field visit a sale and measure and list the improvements of the properties that have sold using computer-assisted means.

7.3 In valuing income producing properties, where appropriate, GROTA shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach.

8.0 **IMPROVEMENTS - DATA COLLECTION.** GROTA shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.

8.1 GROTA shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other while performing onsite inspections.

8.2 GROTA shall inspect the interior of a minimum of 90% of the major buildings of each class of improvements, noting both the interior and exterior features on the proper record card to provide an accurate and complete listing for each improvement. The actual number of improvements to be inspected for each class shall be determined by applying the above percentage to the final improvement count for each respective class. This applies to a revaluation where interior inspections are required.

8.3 In those instances where a minimum inspection of 90% is unattainable due to the nature of the properties to be valued and the time of the year, an alternate minimum shall be so specified in the addenda of the standard Agreement, such minimum to be established by the CITY. This applies to a revaluation where interior inspections are required.

8.4 In those instances where a minimum inspection of 90% of the major buildings of each class of improvements is not considered adequate, an alternate minimum shall be specified in the addenda of the standard Agreement. This applies to a revaluation where interior inspections are required.

8.5 The date of inspection or listing of all major buildings shall be indicated on the record cards.

8.6 Upon failure to gain entrance to a major building after reasonable attempt, GROTA shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.

8.7 If GROTA's request to list a major building is refused by the owner or occupant, GROTA shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local

board of review and further appeal avenues; should the requests to inspect major buildings be denied, GROTA shall list and value the improvements according to the best information practicably obtainable.

9.0 **IMPROVEMENT VALUATION - COST APPROACH.** GROTA shall value improvements in accordance with *Wisconsin Property Assessment Manual*, using generally acceptable appraisal practices and cost manuals and computer-generated costs.

9.1 In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the DOR, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.

9.2 In using the cost approach for other (agricultural) outbuildings, the current replacement costs should be determined for all buildings. Buildings in poor condition having little or no value shall be physically described and listed as having "no value" or given an appropriate sound physical value.

9.3 In using the cost approach for commercial improvements, or a computer-generated calculator, proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.

9.4 Current local modifiers and costs appearing in the approved cost calculator shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.

9.5 All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.

9.6 All improvements shall be valued at market value as of January 1.

9.7 **Data collection – land.** GROTA shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location.

(1) GROTA shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the appraiser shall become familiar

with land values throughout the CITY.

10.0 **VALUATION - LAND.** Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped forest land, and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per sec. 70.32(4), Wis. Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per sec. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the CITY.

10.1 Aerial photographs shall also be used in the evaluation and classification of agricultural, swamp and forest lands. GIS layers, where available, should be provided, showing ownership lines and acreage. The minimum acceptable product under this specification shall be the most recent aerial photographs available from the county, along with soil classification and grading lists and a listing of the unit values used (usevalue units for class 4 lands, market value units for fallow tillable and idle pasture, class 5, class 6 and class 7 lands). Aerial photographs shall be supplied, where necessary, by the City thru our GIS system, and shall be left with the CITY, along with classification and unit values documentation.

10.2 Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the CITY.

10.3 Having determined basic unit values GROTA shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.

10.4 For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the CITY.

10.5 A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the CITY.

11.0 **VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY.** Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the *Wisconsin Property Assessment Manual.*

11.1 The assessor shall compile an updated list of all personal property accounts in the CITY.

11.2 To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in sec. 70.35, Wis. Stats. Such forms shall be mailed or delivered to property owners by the assessor. Completed forms received by the assessor shall be verified for accuracy in content and checked for arithmetic and procedural errors. In the absence of a completed form, the assessor shall field check the account, along with any other questionable accounts.

11.3 The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto. GROTA will be diligent in discovering and assessing all personal property. GROTA will field visit all personal property accounts annually to discover new accounts and account for business that may have closed prior to the assessment year. GROTA will cross reference personal property account with the corresponding real property and parcel number.

11.4 All forms used in the valuation of personal property shall be approved by DOR and shall be left with the CITY.

12.0 **FINAL FIELD REVIEW.** Prior to Open Book, GROTA shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and

economic obsolescence, and to be sure that all lands and improvements are properly accounted for. This applies to when a revaluation is performed.

13.0 **OPEN BOOK.** Upon completion of the assessment process outlined above, but prior to the completion of the assessment rolls, GROTA shall hold Open Book appointments for the purpose of enabling property owners or their agents to review and compare the assessed values.

13.1 The CITY shall designate the place for Open Book with both the Director of Administration and appraiser mutually agreeing upon the date(s) and hours. Open Book shall include evening hours in the year a revaluation is performed.

13.2 GROTA shall conduct Open Book in accordance with Wisconsin State Statutes. GROTA shall prepare a written statement regarding Open Book dates, times, and instructions on how to set up an appointment for an Open Book, at least fifteen (15) days prior to the first Open Book. GROTA shall notify the local press for publication prior to the Open Book.

13.3 GROTA shall send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be the same form prescribed by the Department of Revenue for notice required under sec. 70.365, Wis. Stats. GROTA shall also indicate on the notice, or attach to the notice, the time, date, and place the Open Book will be held. Expenses related to the notices, excluding form supply, but including preparation of the forms and postage, shall be paid by GROTA.

13.4 Open Book shall be held within the completion date specified in the Agreement. In the event the CITY requests that Open Book be held at a date beyond the Agreement completion date, and provided GROTA agrees to such, the Agreement shall be extended commensurate with the lapse of days between the originally Agreement completion date, and the revised date for Open Book. Such extension shall be in writing and signed by both the CITY and GROTA.

14.0 **COMPLETION OF ASSESSMENT ROLL.** GROTA shall be responsible for the proper completion of assessment rolls according to current statutes. GROTA shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by GROTA. For computer prepared assessment rolls, it shall be sufficient for GROTA to provide a list of all assessments at market value in the format required for data entry.

14.1 Final assessment figures for each property shall be provided by GROTA to Sheboygan County on the County's forms, and the roll shall be totaled to exact balance between the County and GROTA. GROTA shall prepare and submit the Municipal Assessment Report (MAR) and the TID Assessment Reports to the Department of Revenue in a timely manner.

15.0 **BOARD OF REVIEW: SUBSEQUENT APPEARANCES.** GROTA and/or responsible member(s) of GROTA's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values.

15.1 In the event of appeal to the DOR or to the courts, it is agreed that the appraiser and/or qualified representative(s) shall be available upon written request from the CITY to furnish testimony in defense of the values established by the revaluation in all cases which might arise.

GENERAL AGREEMENTS

16.0 **PERSONNEL/EMPLOYMENT.** All personnel providing services shall be currently certified in compliance with secs. 70.055 and 73.09, Wis. Stats. and the administrative rules prescribed by the DOR.

16.1 GROTA shall review any complaint relative to the conduct of his employee(s). If CITY deems the performance of any of GROTA's employees to be unsatisfactory, GROTA shall, for good cause, remove such employee(s) from work upon written request from the City Administrator, such request stating reasons for removal.

16.2 GROTA shall designate a Project Manager qualified and responsible employee to supervise the operation of GROTA's staff for the entire Agreement period. The individual shall be certified at a minimum as an Assessor II. The individual designated as such shall be available to the CITY for the entire Agreement. Should the Project Manager be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval of the CITY.

16.3 The designated **Project Manager** for the CITY will be Michael L. Grota. The Project Manager shall report to and be accountable to the CITY'S City Administrator or his/her designee. The Project Manager shall meet with the City Administrator on a regular (monthly) basis to discuss the progress of the work and to review the data and the reports completed.

16.4 **Confidential.** GROTA shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement.

16.5 GROTA shall comply with all the applicable provision of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

16.6 GROTA is expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.

16.7 All assessment personnel shall carry proper photo identification to assure the public of their identity and purpose for gaining access to private property.

16.8 GROTA will provide and update the CITY with a listing of all personnel assigned. All personnel shall be approved and copies of each employee's certificate shall be supplied to the City Administrator within 30 days of assignment to the CITY.

16.9 GROTA has verbally confirmed that the two (2) former CITY employees in the assessment office; Darcie Beernink as a full-time certified assessment Technician and Rae Ann Schmitz as a full-time certified Assessor both will remain part of the GROTA team as staff members working primarily in the Sheboygan City assessment office.

17.0 **INSURANCE.** GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of GROTA, his agents and employees in the execution of work. Certificates of Insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY. Limits of liability shall not be less than:

Worker's Compensation - Statutory

Bodily Injury:

Per Person $ 100,000
Per Occurrence $ 300,000

Comprehensive Auto Liability Including: Non-Ownership Coverage:

Comprehensive general liability, including personal injury and blanket contractual liability in the amount of $1,000,000 per occurrence, combined single limit.

Comprehensive auto liability, including property damage and non-ownership coverage in the amount of $1,000,000 per occurrence, combined single limit.

18.0 **INSURANCE - VALUABLE PAPER.** GROTA agrees to carry proper and sufficient insurance to cover loss of municipality's records withdrawn from municipality for appraiser's use as well as appraiser's records in process under this agreement that are in the possession of GROTA.

19.0 **PUBLIC RELATIONS.** During the course of the revaluation GROTA shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow the CITY to actively participate. The CITY shall aid GROTA with a reasonable promotion of public information concerning the work under this agreement.

20.0 **CITY ADMINISTRATOR TO BE INFORMED.** Appraiser shall make a reasonable explanation to the City Administrator or his/her designee throughout the revaluation in the use of procedures, standards, and records used for making property appraisals.

21.0 **INFORMATION TO THE DEPARTMENT OF REVENUE.** GROTA shall complete and submit to the Supervisor of Equalization:

21.1 The Municipal Assessment Report when the revaluation is completed or upon completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in June. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the revaluation in addition to this tentative report. If reports were estimated, the final reports must be submitted to both the CITY and DOR within seven (7) days after

completion of the board of review.

21.2 A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted to the CITY upon completion of the assessment roll(s).

22.0 **INDEMNITY.** GROTA shall indemnify, save, and hold harmless the CITY and all of its officers, agents, and employees, from any and all claims for losses, injuries, damages and liability to persons or property occasioned wholly or in part by the acts or omissions of GROTA, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of GROTA. Indemnity shall apply to situations or circumstances where current Wisconsin State Statutes may not fully make correction.

22.1 GROTA shall not have started work under this Agreement until GROTA has, or will have obtained all insurance required under this Agreement within 15 days after acceptance of this contract by both parties. A certificate of insurance shall accompany the signed Agreement and shall be filed with the City Clerk as proof of such insurance, which shall not be cancelled without thirty (30) days written notice to the insured and the CITY. All insurance premiums shall be the obligation of and shall be paid by GROTA.

22.2 GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act, error or omission of GROTA, their agents and employees in the execution of work. Further, GROTA shall be responsible for any and all of their agents while performing acts under the terms of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY, listing the CITY as an additional insured.

23.0 **OWNERSHIP OF DATA.** All assessment files and records created and data collected by GROTA shall remain the property of the CITY. Records shall not be removed from CITY premises without the written permission of the CITY.

24.0 **LOSS OF RECORDS.** GROTA agrees to carry proper and sufficient insurance to cover loss of the CITY'S records, as well as GROTA's records in process under this Agreement that are in the possession of GROTA. GROTA shall not be responsible for loss of records accidentally destroyed by fire, theft, or Act of God while kept in office space supplied by the CITY.

25.0 **ASSESSMENT RECORDS.**

25.1 The CITY shall allow access by GROTA to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.

25.2 The CITY shall furnish the name and correct address of the owner and block and lot number size or other identifying description of each parcel to be appraised.

25.3 The CITY shall furnish the name and correct address, if know, to GROTA for notices to be sent for changes in assessed values.

26.0 **COMPENSATION.** Payments will be made based on the annual and revaluation work performed. GROTA will invoice the CITY as work is performed. Payments will be based on work performed and the annual payment schedule shown below:

$290,000 - 2020.

$290,000 - 2021.

$290,000 - 2022.

26.1 **Compensation upon effort.** The compensation is based upon the effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of CITY.

26.2 **Method and terms of payment for this Agreement.** Payment for services rendered under the Agreement shall be on a monthly basis. The monthly statements shall reflect the percentage of work completed less ten percent (15%) retainage by the CITY. The prior year's retainage shall be paid on or before January 31 of the following year. (ie. 2020 retainage of $43,500 would be paid by January 31, 2021)

26.3 All statements shall be submitted to the Director of Administration on the first day of each month for services performed the preceding month. After review and procuring any needed corrections therein, the Director of Administration shall endorse his/her approval and promptly pay such statements.

26.4 All compensation paid to GROTA shall be by check mailed to the address indicated in the Agreement.

27.0 **CITY-WIDE REVALUATION:**

Scope of Service and Price to be determined

27.1 In 2023 or future year, the CITY may choose, or be required to perform a City-wide revaluation to achieve uniform and equitable assessments and compliance with 70.05 of the Wisconsin Statutes.

27.2 Costs would be all inclusive, no additional charges for extra time, effort, additional parcels, annexation, office supplies, printing and mailing for the performance of the Agreement are included.

28.0 **BOND.** The awarding of this agreement is not contingent upon the proper filing of a 100% performance bond or letter of credit by GROTA.

28.1 As the CITY has not in past assessment service contracts required a performance bond, or bank letter of credit, and in consideration that progress billing, and a retainage of 15% held until the following year, and all work will have been completed in the first half of each year, Board of Review will have been adjourned sine die and subsequent appeals periods timed. **Note – for explanation purposes** - essentially the BOR will have been completed by the end of July each year, at which time the current years assessment roll would be 100% finished, GROTA through progress billing would have only been compensated for 50.0% of the yearly total. The CITY would have more than adequate funds available should GROTA have not completed the required functions of the assessment office. Further protection such as a performance bond or letter of credit would never come into play as sufficient funds will have existed to correct any un-completed functions.

29.0 **TURN OVER OF RECORDS.** Within 14 days of the final adjournment of the board of review, GROTA shall turn over to CITY:

(a) all records prepared for the revaluation including, but not limited to property record cards, personal property forms, maps and any other schedules or forms; and

(b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records; and

(c) materials specifically obtained and/or used for the performance of assessment work for CITY under Agreement to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns; and

(d) if the CITY'S assessment system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with CITY, along with a field definition file to describe the various data fields in the text file.

30.0 **INDEPENDENT CONTRACTOR.** GROTA is not permitted to assign, subcontract or transfer the work without the written permission of the CITY.

31.0 **CONFLICT OF INTEREST.** GROTA covenants that it has not public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. GROTA warrants that no part of the total Agreement amount proceed herein shall be paid directly or indirectly to any officer or employee of the CITY as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor, or consultant to GROTA in connection with any work contemplated or performed relative to this Agreement.

32.0 **GOVERNING LAWS.** This Agreement shall be interpreted under the laws of the State of Wisconsin, as it existed and was interpreted on the date of this Agreement.

33.0 **ENTIRE AGREEMENT.** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of GROTA and by a duly authorized office of the CITY.

34.0 **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability and shall not affect the whole Agreement, but the whole Agreement shall be construed as if not contained in the provision, and the rights and obligation of the parties shall be construed and enforce accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.

35.0 **SOVEREIGN IMMUNITY.** The CITY is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

36.0 **NOTICES.** Whenever in the Agreement it shall be required or permitted that notice shall be given, such notices shall be forwarded by certified mail, return receipt requested, and addressed as follows:

To City:	To GROTA APPRAISALS, LLC:
City Clerk City of Sheboygan 828 Center Ave. Sheboygan, WI 53081	Grota Appraisals, LLC N88 W16573 Main Street Menomonee Falls, WI 53051

or to such other place as the parties may designate in writing. Notice given in accordance with these provisions shall be deemed given one day after deposited by the sender, postage prepaid, certified mail, return receipt requested.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____day of _____, 2019.

GROTA APPRAISALS, LLC

BY: _____
Michael L. Grota
Member, Grota Appraisals, LLC

BY: _____

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

VIII

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

Your 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 Grota 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.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.2

Res. No. 17 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
June 7, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the agreement with Assessment Technologies of Wisconsin, LLC d/b/a Grota 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.

WHEREAS, in order to ensure continued compliance with state law, it is necessary for the City of Sheboygan to conduct a revaluation of all real and personal property in the City of Sheboygan; and

WHEREAS, it is in the best interest of the City of Sheboygan for that revaluation to be conducted by the City's contracted assessor, Assessment Technologies of Wisconsin, LLC d/b/a Grota Appraisals; and

WHEREAS, the revaluation will begin in 2021 and continue through 2025, with 20% of exterior property inspections and statistical data modeling scheduled to occur each year; and

WHEREAS, because the City of Sheboygan's current agreement with Grota Appraisals, LLC for assessment services is set to expire at the end of 2022, it is also appropriate to extend the City's agreement with Assessment Technologies of Wisconsin, LLC d/b/a Grota Appraisals for assessment services.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Assessor's Contracted Services (Account No. 10115600-521900) by $85,000 in order to fund the portion of the Revaluation Agreement with Assessment Technologies of Wisconsin, LLC d/b/a Grota Appraisals that is payable in 2021.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Contingency Reserve (Account No. 10199029-810103).

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are authorized to execute the attached agreement with Assessment Technologies of Wisconsin, LLC d/b/a Grota Appraisals for assessment services between 2023 and 2026 revaluation services and for revaluation services.

FtP
(2/3 - 7 votes)
adopt

BE IT FURTHER RESOLVED: That, to the extent funds are appropriated by this Council and future Common Councils of the City, the appropriate City officials are authorized to draw funds from the appropriate accounts in payment of the attached agreement with Assessment Technologies of Wisconsin, LLC d/b/a Grota Appraisals.

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

CONTRACT FOR THE REVALUATION
OF ALL REAL AND PERSONAL PROPERTY
AND CONTRACT EXTENSION FOR
ANNUAL ASSESSMENT SERVICES
CITY OF SHEBOYGAN
2021 - 2026

THIS AGREEMENT is made by and between Assessment Technologies of Wisconsin, LLC, d/b/a Grota Appraisals, hereinafter called the "Assessor," and the City of Sheboygan, Sheboygan County, Wisconsin, hereinafter called the "City."

ARTICLE I

SCOPE OF WORK: The Assessor, having familiarized himself with the local conditions affecting the cost of work to be done, and the Standard Specifications for the revaluation of all Real and Personal Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed, and to complete in a professional manner everything required to be completed, to provide annual Assessment Services to the City for the term beginning January 1, 2022 and ending December 31, 2025, and to revalue all Real and Personal Property in the City, all in accordance with all applicable Wisconsin State Statutes and the General Agreements as stated in Article IV of this contract.

ARTICLE II

COMPENSATION FOR REVALUATION: The City shall pay to the Assessor for the performance of the revaluation, the sum of $930,000 (Nine Hundred Thirty Thousand Dollars) for revaluation services. Payments shall be made as follows:

Year	Annual Fee for Revaluation	January Payment (including prior year retainage)	All other Monthly Payments
2021	$85,000	$0.00	$17,000.00/month August – December
2022	$172,500	$27,667.67	$13,166.67/month February – December
2023	$186,000	$41,166.67	$13,166.67/month February – December
2024	$186,000	$41,166.67	$13,166.67/month February – December
2025	$186,000	$41,166.67	$13,166.67/month February – December
2026	$101,000	$34,083.21	$6,083.33/month February – December
2027	$13,500	$13,500.00	$0.00/month February – December

The City will be sent a monthly progress report detailing work performed 2021 - 2027

ARTICLE III

COMPENSATION FOR ANNUAL ASSESSMENT SERVICES: The City shall pay to the Assessor for annual assessments, the sums set forth below:

Year	Annual Fee
2023	$300,000
2024	$310,000
2025	$320,000
2026	$330,000

ARTICLE IV

GENERAL AGREEMENTS:

1) The Assessor shall complete annual and revaluation services for all Real and Personal Property in the City of Sheboygan per proposal, and approved by the Council.

2) The Compensation paid above includes: field review work, supplies, printing, mailing of public information letters, and "Open Book" hearings.

3) The Assessor will adhere to all provisions stated in proposal in the best interest of the City, and for taxpayer awareness.

4) Except as explicitly provided in this Contract, the Terms and Conditions set forth in the 2019 Client Service Agreement ("CSA") between the Parties shall continue to govern. A copy of said CSA is attached. Assessment Technologies of Wisconsin, LLC is the successor to Grota Appraisals and all references in the CSA to Grota Appraisals or "GROTA" shall be deemed to refer to Assessment Technologies of Wisconsin, LLC.

5) Paragraphs 26.2 and 28.1 of the CSA is corrected to clarify that the monthly statements shall reflect the percentage of work completed less ten percent (10%) retainage by the CITY, and that the retainage of 10% is held until the following year.

6) Paragraph 27.0 of the CSA is corrected to remove the sentence stating "Scope of Service and Price to be determined," as this Contract and other relevant portions of the CSA together set forth both the scope of services to be provide and the price for said services.

7) Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. In case of a termination due to non-appropriation, the City shall be responsible for all work authorized and completed and no refund shall be paid in the event payments have exceeded the actual work completed at the time of termination due to non-appropriation.

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SUBMITTED TO THE CITY OF SHEBOYGAN THIS 3RD DAY OF JUNE, 2021

Michael L. Grota
Assessment Technologies of Wisconsin, LLC

David Winters
CFO Assessment Technologies of Wisconsin, LLC

ACCEPTANCE BY CITY:

The above contract, terms and agreements are hereby accepted this ___ day of _____, 2021

BY:

_____
Ryan Sorenson
Mayor

ATTEST:

_____
Meredith DeBruin
City Clerk

CLIENT SERVICE AGREEMENT
("AGREEMENT")

THIS CLIENT SERVICE AGREEMENT made and entered into this 22ND day of AUGUST, 2019, by and between:

CITY OF SHEBOYGAN, a Wisconsin Municipal corporation in the State of Wisconsin, with its principal office located at 828 Center Ave. Sheboygan, WI 53081 and referred to in the Agreement as "CITY",

-and-

GROTA APPRAISALS, LLC, hereinafter called "GROTA", a limited liability corporation formed under the laws of the State of Wisconsin located at N88 W16573 Main Street, Menomonee Falls, WI 53051 and qualified to do business in the State of Wisconsin, herein after referred to as "GROTA,"

WITNESSETH

WHEREAS, the CITY wishes to enter into an Agreement for Assessment services from GROTA; and

WHEREAS, GROTA wishes to provide Assessment Services to the CITY.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions hereinafter contained and other good and valuable consideration the receipt and sufficiency thereof the parties hereby acknowledge, the parties agree as follows:

1.0 **TERM AND TERMINATION**

1.1 The term of this Agreement shall be from January 1, 2020 to December 31, 2022. GROTA shall have completed all work under this agreement, except for appearing at Board of Review and any subsequent appearances as per this agreement, on or before the completion date referred to in the Agreement. The date of completion may be extended, if necessary, under the terms of this Agreement and by mutual consent.

1.2 Either party may terminate this Agreement only with cause, cause being defined as default of the other party of terms of this Agreement upon sixty (60) days written notice to the other party. Upon termination by either party, GROTA shall deliver to CITY all records and materials in GROTA'S possession used or created during this Agreement. During the 60-day wind down period, both GROTA and CITY shall act in good faith with each other and cooperate in the orderly transfer of records.

2.0 **INCORPORATED BY REFERENCE.** GROTA replied to a REQUEST FOR PROPOSAL for Assessment Services for the CITY dated September 25, 2015, hereinafter known as "RFP". The RFP dated September 25, 2015 and GROTA's Proposal Service Option #3 dated October 18, 2015 are by this reference incorporated herein as if set out in full. If there is a conflict between the RFP, GROTA's proposal and this Agreement, this Agreement is controlling. If this Agreement is silent on an issue that is covered by the RFP and GROTA's Proposal, the RFP is controlling. Where an issue or matter is covered only by GROTA's Proposal and does not conflict in any way with this Agreement or the RFP, then GROTA's proposal is controlling.

3.0 **SERVICES TO BE PROVIDED** The prescribed duties of GROTA shall include, but not necessarily be limited to the following:

3.1 **Conformance to statutes.** All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue (DOR).

3.2 **Oath of Office.** GROTA shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. If GROTA is a corporation or partnership, the person(s) designated as responsible for the assessment shall comply with the above. The oath shall conform to sec. 19.01, Wis. Stats. and be filed with the municipal clerk prior to undertaking any of said duties.

3.3 **Assessment manual.** GROTA shall make all assessments in accordance with the property assessment manual as specified in secs. 70.32 and 70.34, Wis. Stats.

3.4 **Accurate parcel identification.** GROTA shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, GROTA shall correct or cause the same to be corrected in conjunction with Sheboygan County.

3.5 **Preparation of record cards.** GROTA shall prepare individual record cards or computer-generated data sheets for each parcel to be valued on forms currently approved by the DOR. If GROTA and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon DOR approval. Record cards shall be completed for each parcel, labels with the property owners name and address as provided in

sec. 70.17, Wis. Stats., and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

3.6 **Hours.** GROTA employee/s shall maintain regular office hours at the Sheboygan City Hall, 828 Center Ave. from 8:00 AM to 4:30 PM Monday through Friday, except on City-designated holidays. There will be additional hours for Open Book and prior to the Board of Review, as necessary.

3.7 **Clerical Duties.** GROTA shall be responsible all assessment related clerical duties including:

- Answering routine telephone calls and e-mails
- Fulfill walk-in requests for assessment data
- Assist in scheduling assessment-related appointments
- Providing copies of all assessment-related open records requests
- Preparing appointment mailers, stuffing envelopes and mailing all notices
- Filing of all assessment property records cards and any other assessment-related records
- All assessment data entry

3.8 **Office Space.** The CITY shall furnish adequate space at the Sheboygan City Hall at no cost to GROTA. Office space may include desks, tables, chairs, file cabinets, copier, including other office machinery and equipment, computers, IT support, sufficient remote connections for GROTA to access Market Drive and MS documents, heating, lighting, telephone and janitorial services.

(1) In addition to City Hall office hours, GROTA will provide a local phone number for CITY officials and residents to contact GROTA during regular business hours, Monday through Friday, and shall return calls within twenty-four (24) hours.

3.9 **Specific Services.** GROTA shall

(1) Field review and assess all properties that were under partial construction as of January 1st of the previous year.

(2) Field review and assess new construction as of January 1st of the current year.

(3) Perform interior inspections on all newly constructed homes, partially constructed homes from the previous year, any interior remodeling including kitchen, bath, basement remodeling and additions.

(4) Field visit and measure all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits as needed.

(5) Field review as deemed necessary sale properties and properties for which no building permit has been issued.

(6) Collect the name and address of each personal property contact person, separate from the business name. GROTA shall provide a doomage listing to the Director of Administration prior to open book review.

(7) Account for all buildings destroyed or demolished.

(8) Implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.

(9) Be responsible for determining whether an organization or individual meets the requirements for exemption in determining a property's tax exempt status.

(10) Process parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps and any other land divisions.

(11) Take digital photographs of new construction on or about January 1st annually.

(12) Maintain and annually update property owner lists, with current name and address changes.

(13) Post assessments to real estate transfer returns and record sale information to property record cards electronically.

(14) Annually update all property owner record cards with new legal descriptions electronically.

4.0 **NOTICE OF ASSESSMENT.** GROTA shall mail Notice of Assessment to property owners and others as required by state statutes.

5.0 **BOARD OF REVIEW.** GROTA shall

5.1 Be responsible for preparing for the annual Board of Review hearing proceedings as required by State Statutes prior to June of each year. GROTA shall work with the City Clerk to arrange for the hearings. GROTA will attend the Board of Review hearings, serve as City staff at the hearings and defend GROTA's valuations and work products. GROTA will promptly and adequately follow up and respond to any appeals made at the Board of Review hearing, incorporating assessment modifications as approved.

5.2 Update the CITY'S assessment computer records within fourteen (14) days of the final adjournment of the Board of Review.

5.3 Be responsible for providing the Wisconsin Department of Revenue with final reports as required by the DOR.

5.4 Value all mobile homes and all boathouses as required by law.

5.5 Coordinate with the Sheboygan County Real Property Listing office to facilitate the digital and manual transfer of data and values.

5.6 Provide a website that will be linked to the CITY'S website to place the computer property assessment records on the web for access to the public.

5.7 Update market values on City owned land and public buildings upon request of the City. Said information obtained shall be used for insurance purposes, depreciation and to establish lease values.

5.8 Perform all other duties incidental to the normal duties of the Assessor.

6.0 MEETING REQUIREMENTS

6.1 Upon reasonable prior notice, the Project Manager shall upon the request of the City Administrator, Department Head, or City Council attend City Council meetings that average two (2) hours per month or other prescribed meetings upon reasonable notice.

6.2 GROTA agrees to meet monthly or upon request, with the City Administrator and/or the City Council to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.

6.3 If a DOR-ordered assessment or reassessment occurs, GROTA agrees to meet with the DOR upon request.

7.0 **APPROACHES TO VALUE.** GROTA shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means.

7.1 GROTA shall collect and analyze all available sales data for the CITY in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the CITY. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the CITY.

7.2 Sales analysis shall include sales identified on an appropriate map (section, subdivision, etc.), analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field visit a sale and measure and list the improvements of the properties that have sold using computer-assisted means.

7.3 In valuing income producing properties, where appropriate, GROTA shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach.

8.0 **IMPROVEMENTS - DATA COLLECTION.** GROTA shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.

8.1 GROTA shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other while performing onsite inspections.

8.2 GROTA shall inspect the interior of a minimum of 90% of the major buildings of each class of improvements, noting both the interior and exterior features on the proper record card to provide an accurate and complete listing for each improvement. The actual number of improvements to be inspected for each class shall be determined by applying the above percentage to the final improvement count for each respective class. This applies to a revaluation where interior inspections are required.

8.3 In those instances where a minimum inspection of 90% is unattainable due to the nature of the properties to be valued and the time of the year, an alternate minimum shall be so specified in the addenda of the standard Agreement, such minimum to be established by the CITY. This applies to a revaluation where interior inspections are required.

8.4 In those instances where a minimum inspection of 90% of the major buildings of each class of improvements is not considered adequate, an alternate minimum shall be specified in the addenda of the standard Agreement. This applies to a revaluation where interior inspections are required.

8.5 The date of inspection or listing of all major buildings shall be indicated on the record cards.

8.6 Upon failure to gain entrance to a major building after reasonable attempt, GROTA shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.

8.7 If GROTA's request to list a major building is refused by the owner or occupant, GROTA shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local

board of review and further appeal avenues; should the requests to inspect major buildings be denied, GROTA shall list and value the improvements according to the best information practicably obtainable.

9.0 **IMPROVEMENT VALUATION - COST APPROACH.** GROTA shall value improvements in accordance with *Wisconsin Property Assessment Manual*, using generally acceptable appraisal practices and cost manuals and computer-generated costs.

9.1 In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the DOR, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.

9.2 In using the cost approach for other (agricultural) outbuildings, the current replacement costs should be determined for all buildings. Buildings in poor condition having little or no value shall be physically described and listed as having "no value" or given an appropriate sound physical value.

9.3 In using the cost approach for commercial improvements, or a computer-generated calculator, proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.

9.4 Current local modifiers and costs appearing in the approved cost calculator shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.

9.5 All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.

9.6 All improvements shall be valued at market value as of January 1.

9.7 **Data collection – land.** GROTA shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location.

(1) GROTA shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the appraiser shall become familiar

with land values throughout the CITY.

10.0 **VALUATION - LAND.** Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped forest land, and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per sec. 70.32(4), Wis. Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per sec. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the CITY.

10.1 Aerial photographs shall also be used in the evaluation and classification of agricultural, swamp and forest lands. GIS layers, where available, should be provided, showing ownership lines and acreage. The minimum acceptable product under this specification shall be the most recent aerial photographs available from the county, along with soil classification and grading lists and a listing of the unit values used (usevalue units for class 4 lands, market value units for fallow tillable and idle pasture, class 5, class 6 and class 7 lands). Aerial photographs shall be supplied, where necessary, by the City thru our GIS system, and shall be left with the CITY, along with classification and unit values documentation.

10.2 Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the CITY.

10.3 Having determined basic unit values GROTA shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.

10.4 For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the CITY.

10.5 A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the CITY.

11.0 **VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY.** Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the *Wisconsin Property Assessment Manual*.

11.1 The assessor shall compile an updated list of all personal property accounts in the CITY.

11.2 To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in sec. 70.35, Wis. Stats. Such forms shall be mailed or delivered to property owners by the assessor. Completed forms received by the assessor shall be verified for accuracy in content and checked for arithmetic and procedural errors. In the absence of a completed form, the assessor shall field check the account, along with any other questionable accounts.

11.3 The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto. GROTA will be diligent in discovering and assessing all personal property. GROTA will field visit all personal property accounts annually to discover new accounts and account for business that may have closed prior to the assessment year. GROTA will cross reference personal property account with the corresponding real property and parcel number.

11.4 All forms used in the valuation of personal property shall be approved by DOR and shall be left with the CITY.

12.0 **FINAL FIELD REVIEW.** Prior to Open Book, GROTA shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and

economic obsolescence, and to be sure that all lands and improvements are properly accounted for. This applies to when a revaluation is performed.

13.0 **OPEN BOOK.** Upon completion of the assessment process outlined above, but prior to the completion of the assessment rolls, GROTA shall hold Open Book appointments for the purpose of enabling property owners or their agents to review and compare the assessed values.

13.1 The CITY shall designate the place for Open Book with both the Director of Administration and appraiser mutually agreeing upon the date(s) and hours. Open Book shall include evening hours in the year a revaluation is performed.

13.2 GROTA shall conduct Open Book in accordance with Wisconsin State Statutes. GROTA shall prepare a written statement regarding Open Book dates, times, and instructions on how to set up an appointment for an Open Book, at least fifteen (15) days prior to the first Open Book. GROTA shall notify the local press for publication prior to the Open Book.

13.3 GROTA shall send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be the same form prescribed by the Department of Revenue for notice required under sec. 70.365, Wis. Stats. GROTA shall also indicate on the notice, or attach to the notice, the time, date, and place the Open Book will be held. Expenses related to the notices, excluding form supply, but including preparation of the forms and postage, shall be paid by GROTA.

13.4 Open Book shall be held within the completion date specified in the Agreement. In the event the CITY requests that Open Book be held at a date beyond the Agreement completion date, and provided GROTA agrees to such, the Agreement shall be extended commensurate with the lapse of days between the originally Agreement completion date, and the revised date for Open Book. Such extension shall be in writing and signed by both the CITY and GROTA.

14.0 **COMPLETION OF ASSESSMENT ROLL.** GROTA shall be responsible for the proper completion of assessment rolls according to current statutes. GROTA shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by GROTA. For computer prepared assessment rolls, it shall be sufficient for GROTA to provide a list of all assessments at market value in the format required for data entry.

14.1 Final assessment figures for each property shall be provided by GROTA to Sheboygan County on the County's forms, and the roll shall be totaled to exact balance between the County and GROTA. GROTA shall prepare and submit the Municipal Assessment Report (MAR) and the TID Assessment Reports to the Department of Revenue in a timely manner.

15.0 **BOARD OF REVIEW: SUBSEQUENT APPEARANCES.** GROTA and/or responsible member(s) of GROTA's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values.

15.1 In the event of appeal to the DOR or to the courts, it is agreed that the appraiser and/or qualified representative(s) shall be available upon written request from the CITY to furnish testimony in defense of the values established by the revaluation in all cases which might arise.

GENERAL AGREEMENTS

16.0 **PERSONNEL/EMPLOYMENT.** All personnel providing services shall be currently certified in compliance with secs. 70.055 and 73.09, Wis. Stats. and the administrative rules prescribed by the DOR.

16.1 GROTA shall review any complaint relative to the conduct of his employee(s). If CITY deems the performance of any of GROTA's employees to be unsatisfactory, GROTA shall, for good cause, remove such employee(s) from work upon written request from the City Administrator, such request stating reasons for removal.

16.2 GROTA shall designate a Project Manager qualified and responsible employee to supervise the operation of GROTA's staff for the entire Agreement period. The individual shall be certified at a minimum as an Assessor II. The individual designated as such shall be available to the CITY for the entire Agreement. Should the Project Manager be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval of the CITY.

16.3 The designated **Project Manager** for the CITY will be Michael L. Grota. The Project Manager shall report to and be accountable to the CITY'S City Administrator or his/her designee. The Project Manager shall meet with the City Administrator on a regular (monthly) basis to discuss the progress of the work and to review the data and the reports completed.

16.4 **Confidential.** GROTA shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement.

16.5 GROTA shall comply with all the applicable provision of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

16.6 GROTA is expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.

16.7 All assessment personnel shall carry proper photo identification to assure the public of their identity and purpose for gaining access to private property.

16.8 GROTA will provide and update the CITY with a listing of all personnel assigned. All personnel shall be approved and copies of each employee's certificate shall be supplied to the City Administrator within 30 days of assignment to the CITY.

16.9 GROTA has verbally confirmed that the two (2) former CITY employees in the assessment office, Darcie Beernink as a full-time certified assessment Technician and Rae Ann Schmitz as a full-time certified Assessor both will remain part of the GROTA team as staff members working primarily in the Sheboygan City assessment office.

17.0 **INSURANCE.** GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of GROTA, his agents and employees in the execution of work. Certificates of Insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY. Limits of liability shall not be less than:

Worker's Compensation - Statutory

Bodily Injury:

Per Person $ 100,000
Per Occurrence $ 300,000

Comprehensive Auto Liability Including: Non-Ownership Coverage:

Comprehensive general liability, including personal injury and blanket contractual liability in the amount of $1,000,000 per occurrence, combined single limit.

Comprehensive auto liability, including property damage and non-ownership coverage in the amount of $1,000,000 per occurrence, combined single limit.

18.0 **INSURANCE - VALUABLE PAPER.** GROTA agrees to carry proper and sufficient insurance to cover loss of municipality's records withdrawn from municipality for appraiser's use as well as appraiser's records in process under this agreement that are in the possession of GROTA.

19.0 **PUBLIC RELATIONS.** During the course of the revaluation GROTA shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow the CITY to actively participate. The CITY shall aid GROTA with a reasonable promotion of public information concerning the work under this agreement.

20.0 **CITY ADMINISTRATOR TO BE INFORMED.** Appraiser shall make a reasonable explanation to the City Administrator or his/her designee throughout the revaluation in the use of procedures, standards, and records used for making property appraisals.

21.0 **INFORMATION TO THE DEPARTMENT OF REVENUE.** GROTA shall complete and submit to the Supervisor of Equalization:

21.1 The Municipal Assessment Report when the revaluation is completed or upon completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in June. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the revaluation in addition to this tentative report. If reports were estimated, the final reports must be submitted to both the CITY and DOR within seven (7) days after

completion of the board of review.

21.2 A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted to the CITY upon completion of the assessment roll(s).

22.0 **INDEMNITY**. GROTA shall indemnify, save, and hold harmless the CITY and all of its officers, agents, and employees, from any and all claims for losses, injuries, damages and liability to persons or property occasioned wholly or in part by the acts or omissions of GROTA, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of GROTA. Indemnity shall apply to situations or circumstances where current Wisconsin State Statutes may not fully make correction.

22.1 GROTA shall not have started work under this Agreement until GROTA has, or will have obtained all insurance required under this Agreement within 15 days after acceptance of this contract by both parties. A certificate of insurance shall accompany the signed Agreement and shall be filed with the City Clerk as proof of such insurance, which shall not be cancelled without thirty (30) days written notice to the insured and the CITY. All insurance premiums shall be the obligation of and shall be paid by GROTA.

22.2 GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act, error or omission of GROTA, their agents and employees in the execution of work. Further, GROTA shall be responsible for any and all of their agents while performing acts under the terms of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY, listing the CITY as an additional insured.

23.0 **OWNERSHIP OF DATA**. All assessment files and records created and data collected by GROTA shall remain the property of the CITY. Records shall not be removed from CITY premises without the written permission of the CITY.

24.0 **LOSS OF RECORDS.** GROTA agrees to carry proper and sufficient insurance to cover loss of the CITY'S records, as well as GROTA's records in process under this Agreement that are in the possession of GROTA. GROTA shall not be responsible for loss of records accidentally destroyed by fire, theft, or Act of God while kept in office space supplied by the CITY.

25.0 **ASSESSMENT RECORDS.**

25.1 The CITY shall allow access by GROTA to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.

25.2 The CITY shall furnish the name and correct address of the owner and block and lot number size or other identifying description of each parcel to be appraised.

25.3 The CITY shall furnish the name and correct address, if know, to GROTA for notices to be sent for changes in assessed values.

26.0 **COMPENSATION**. Payments will be made based on the annual and revaluation work performed. GROTA will invoice the CITY as work is performed. Payments will be based on work performed and the annual payment schedule shown below:

$290,000 - 2020.

$290,000 - 2021.

$290,000 - 2022.

26.1 **Compensation upon effort**. The compensation is based upon the effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of CITY.

26.2 **Method and terms of payment for this Agreement**. Payment for services rendered under the Agreement shall be on a monthly basis. The monthly statements shall reflect the percentage of work completed less ten percent (15%) retainage by the CITY. The prior year's retainage shall be paid on or before January 31 of the following year. (ie. 2020 retainage of $43,500 would be paid by January 31, 2021)

26.3 All statements shall be submitted to the Director of Administration on the first day of each month for services performed the preceding month. After review and procuring any needed corrections therein, the Director of Administration shall endorse his/her approval and promptly pay such statements.

26.4 All compensation paid to GROTA shall be by check mailed to the address indicated in the Agreement.

27.0 **CITY-WIDE REVALUATION:**

Scope of Service and Price to be determined

27.1 In 2023 or future year, the CITY may choose, or be required to perform a City-wide revaluation to achieve uniform and equitable assessments and compliance with 70.05 of the Wisconsin Statutes.

27.2 Costs would be all inclusive, no additional charges for extra time, effort, additional parcels, annexation, office supplies, printing and mailing for the performance of the Agreement are included.

28.0 **BOND.** The awarding of this agreement is not contingent upon the proper filing of a 100% performance bond or letter of credit by GROTA.

28.1 As the CITY has not in past assessment service contracts required a performance bond, or bank letter of credit, and in consideration that progress billing, and a retainage of 15% held until the following year, and all work will have been completed in the first half of each year, Board of Review will have been adjourned sine die and subsequent appeals periods timed. **Note – for explanation purposes** - essentially the BOR will have been completed by the end of July each year, at which time the current years assessment roll would be 100% finished, GROTA through progress billing would have only been compensated for 50.0% of the yearly total. The CITY would have more than adequate funds available should GROTA have not completed the required functions of the assessment office. Further protection such as a performance bond or letter of credit would never come into play as sufficient funds will have existed to correct any un-completed functions.

29.0 **TURN OVER OF RECORDS.** Within 14 days of the final adjournment of the board of review, GROTA shall turn over to CITY:

(a) all records prepared for the revaluation including, but not limited to property record cards, personal property forms, maps and any other schedules or forms; and

(b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records; and

(c) materials specifically obtained and/or used for the performance of assessment work for CITY under Agreement to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns; and

(d) if the CITY'S assessment system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with CITY, along with a field definition file to describe the various data fields in the text file.

30.0 **INDEPENDENT CONTRACTOR.** GROTA is not permitted to assign, subcontract or transfer the work without the written permission of the CITY.

31.0 **CONFLICT OF INTEREST.** GROTA covenants that it has not public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. GROTA warrants that no part of the total Agreement amount proceed herein shall be paid directly or indirectly to any officer or employee of the CITY as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor, or consultant to GROTA in connection with any work contemplated or performed relative to this Agreement.

32.0 **GOVERNING LAWS.** This Agreement shall be interpreted under the laws of the State of Wisconsin, as it existed and was interpreted on the date of this Agreement.

33.0 **ENTIRE AGREEMENT.** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of GROTA and by a duly authorized office of the CITY.

34.0 **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability and shall not affect the whole Agreement, but the whole Agreement shall be construed as if not contained in the provision, and the rights and obligation of the parties shall be construed and enforce accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.

35.0 **SOVEREIGN IMMUNITY.** The CITY is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

36.0 **NOTICES.** Whenever in the Agreement it shall be required or permitted that notice shall be given, such notices shall be forwarded by certified mail, return receipt requested, and addressed as follows:

To City:	To GROTA APPRAISALS, LLC:
City Clerk City of Sheboygan 828 Center Ave. Sheboygan, WI 53081	Grota Appraisals, LLC N88 W16573 Main Street Menomonee Falls, WI 53051

or to such other place as the parties may designate in writing. Notice given in accordance with these provisions shall be deemed given one day after deposited by the sender, postage prepaid, certified mail, return receipt requested.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____day of _____, 2019.

GROTA APPRAISALS, LLC

BY: Michael L. Grota

Michael L. Grota
Member, Grota Appraisals, LLC

BY: _____

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

Stantec Consulting Services Inc
12075 Corporate Parkway Suite 200, Mequon WI 53092-2649

May 28, 2021

Attention: Mr. Chad Pelishek
City of Sheboygan, Director of Planning & Development
828 Center Avenue, Suite 208
Sheboygan, WI 53081

Reference: Proposal for Environmental Services – Wetland Delineation Parcels 59281-628961 & 59281657937 City of Sheboygan, Sheboygan County, Wisconsin

Dear Mr. Pelishek,

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal for environmental services at the above-referenced project site. The study area includes a portion of Parcel 59281-628961 and all of Parcel 59281657937, for a total of 4.5 acres located in Section 9, T15N – R23E in the City of Sheboygan, Wisconsin. This proposal includes the Scope of Services, Cost Estimate, Assumptions, Project Schedule, Extra Services, and Terms and Conditions. Stantec will initiate this project upon receipt of an executed Agreement.

PROJECT UNDERSTANDING

Stantec understands that you are requesting a wetland delineation for specific areas proposed for development within a residential neighborhood. The study area is identified on the enclosed Site Map.

SCOPE OF SERVICES

Wetland Delineation

- The wetland determination and delineation will be completed using the U.S. Army Corps of Engineers (USACE) 1987 *Wetland Delineation Manual*, applicable Regional Supplements to the Corps of Engineers Wetland Delineation Manual, and subsequent guidance documents (USACE & WDNR, 2015).
- Stantec will obtain and review available resources to assist in the determination and delineation such as US Geologic Survey (USGS) topographic map, local elevation/contour data where available, Natural Resources Conservation Service (NRCS) soil survey and list of hydric soils, Wisconsin Wetland Inventory (WWI) mapping, and aerial photography.
- This proposal assumes that a routine level delineation will be sufficient at this site, as is the case with most wetland delineations. Problem Areas, Atypical Situations, and Comprehensive Methods (as defined in the 1987 manual) often require additional and more detailed information gathering, field sampling and/or reporting. Stantec will contact the Client immediately if the use of these methods is required, which may involve extra services and a higher fee.
- The wetland boundary will be marked with flagging. Stantec will locate the wetland boundary with a hand held Trimble GPS capable of sub-meter accuracy. This level of GPS survey is valuable for planning purposes but does not constitute a certified survey. Stantec will produce a map illustrating the location of the wetland boundary on a recent aerial photograph.

Design with community in mind

- The wetland delineation methods and results will be documented in a standard wetland delineation report. The report will contain written descriptions of the site and wetlands, surface water features, delineation methods, appropriate figures, completed survey of the wetland boundary, and USACE wetland delineation data sheets.
- Please note that delineations may require WDNR review and concurrence depending on project permitting needs. The WDNR charges a review fee of $300 per 20 acres of land with a review turn-around time of no more than 60 days. The WDNR review fee and any Stantec fees associated with coordinating the review are not included within the cost estimate of this proposal.

IMPORTANT: The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. The delineation will be performed by experienced and qualified professionals using standard practices and sound professional judgment. The ultimate decision on wetland boundaries rests with the USACE and, in some cases, the WDNR or a local unit of government. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and extent of wetlands on the site.

ASSUMPTIONS

Together with the description of proposed tasks set forth in the Scope of Services, above, the following assumptions define the parameters on which the proposed scope and cost for this project are based:

- The Client shall review the included Study Area map and confirm that the correct area to be investigated has been identified. The Client will inform Stantec if anyone needs to be contacted prior to entering the property for completion of field work.
- This Scope of Services does not include meeting with or obtaining jurisdictional concurrence (or other determinations) from the appropriate regulatory agencies. Regulatory coordination and/or requests for additional information beyond that included in our standard wetland report will be completed as authorized by the Client on a time and materials basis as an Extra Service (see below).
- Stantec recommends the Client obtain an opinion and authority from regulating government agencies before proceeding with any development or utilization of the property. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the regulating governmental agency, it will be done at the Client's own risk and Stantec will not be responsible or liable for any resulting damages.

COST ESTIMATE

Stantec will complete the tasks outlined in the Scope of Services for **a lump sum fee of $4,150**, which includes reimbursable expenses (mileage, copying charges, etc). Stantec will complete other tasks, extra services, and/or attend meetings in addition to the outlined scope of services and assumptions, as authorized by the Client, on a time and materials basis at the hourly billing and expense rates in the attached rate sheet. If there are changes to the scope of services that would cause the estimated fees to be exceeded, Stantec will contact the Client for approval to proceed. Stantec will furnish Extra Services upon request and under separate terms as described below.

PROJECT SCHEDULE

Stantec will initiate this project following acceptance and receipt of a signed agreement. Fieldwork schedules are dependent upon site access and weather conditions. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork, if desired. We will continue to work closely with you and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

EXTRA SERVICES

Extra Services are those services that are not part of the base Scope of Services provided above but could potentially be needed for a project of this type. Extra Services may include, but are not limited to the following:

- Fieldwork beyond that identified in the Scope of Services
- Submitting final wetland delineation report or wetland related permit requests to appropriate regulatory agencies
- Assisting with WDNR wetland confirmation and concurrence review
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meetings/coordination beyond that identified in the Scope of Services
- Permit applications beyond those identified in the Scope of Services
- Expert witness testimony

PAYMENT TERMS & CONDITIONS

Payment for services and expenses will be due immediately upon receipt of invoices. Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please remit payments for invoices to:

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Terms and Conditions, ***please send executed Agreement to:***

Attn: Sarah Majerus
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 300
Mequon, WI 53092

Reference: **Proposal for Environmental Services – Wetland Delineation Parcels 59281-628961 & 59281657937 City of Sheboygan, Sheboygan County, Wisconsin**

If you have any questions, or require any additional information, please contact me (contact information provided below). We look forward to working with you on this project.

Regards,

Stantec Consulting Services Inc.

Sarah Majerus
Environmental Scientist
Phone: 920-627-3183
Sarah.Majerus@stantec.com

Attachment: Site Map, Agreement, Professional Services Terms & Conditions, Rate Sheet

Reference: **Proposal for Environmental Services – Wetland Delineation Parcels 59281-628961 & 59281657937 City of Sheboygan, Sheboygan County, Wisconsin**

AGREEMENT

The attached Professional Services Terms and Conditions and above-referenced Proposal are agreed upon:

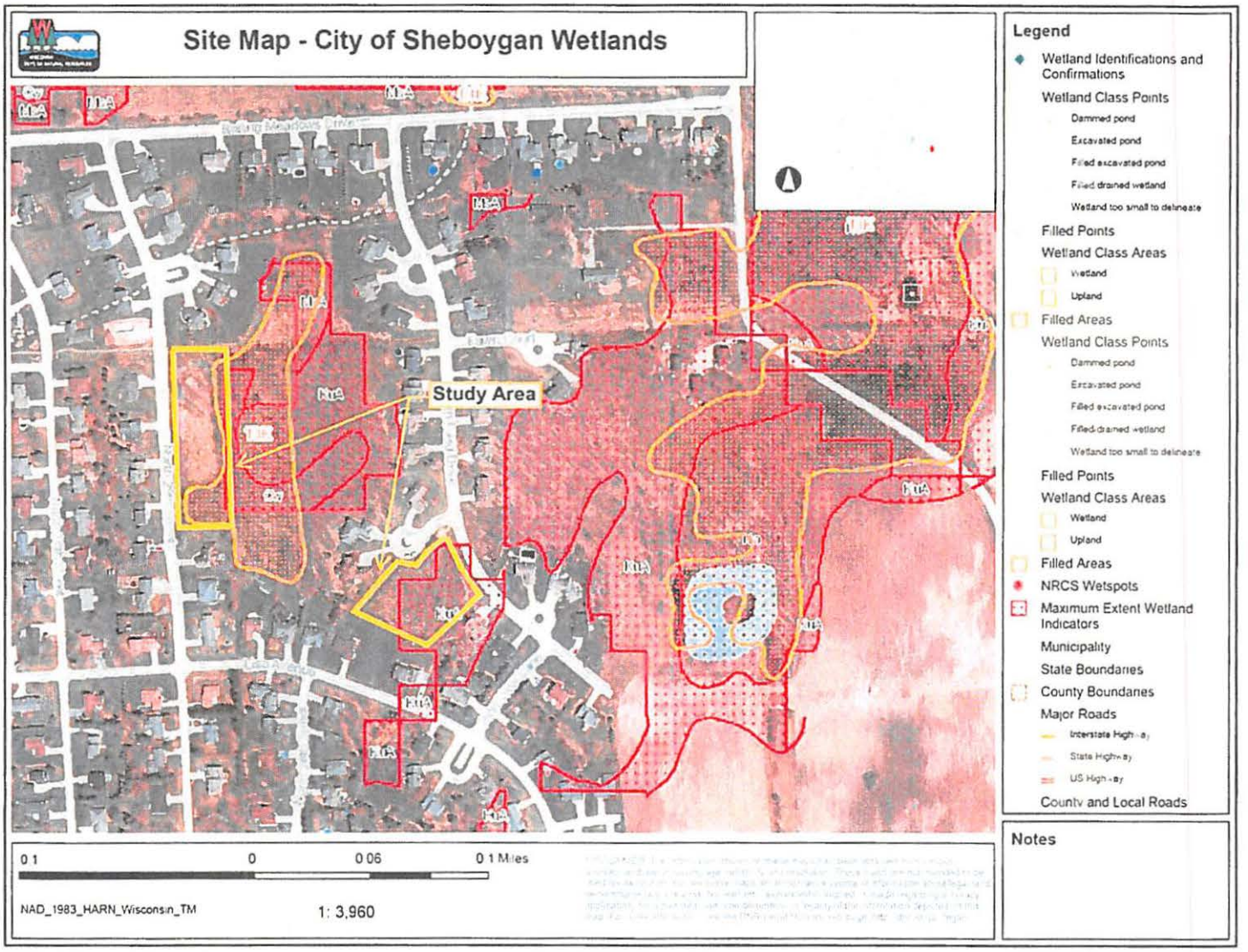
Consultant: Brian S. Lennie Date: 5/28/2021

Brian Lennie, Senior Scientist/Associate
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 300
Mequon, WI 53092

Client: Chad Pelishek Date: 6/23/21

Client Name (Printed): Chad Pelishek, City of Sheboygan

Client Address: 828 Center Ave - Ste 208
Sheboygan, WI 53081


Site Map - City of Sheboygan Wetlands
Study Area
Legend
Wetland Identifications and Confirmations
Wetland Class Points
Dammed pond
Excavated pond
Filled excavated pond
Filled drained wetland
Wetland too small to delineate
Filled Points
Wetland Class Areas
Wetland
Upland
Filled Areas
Wetland Class Points
Dammed pond
Excavated pond
Filled excavated pond
Filled drained wetland
Wetland too small to delineate
Filled Points
Wetland Class Areas
Wetland
Upland
Filled Areas
NRCS Wetspots
Maximum Extent Wetland Indicators
Municipality
State Boundaries
County Boundaries
Major Roads
Interstate Highway
State Highway
US Highway
County and Local Roads
Notes
0 1
0
0 06
0 1 Miles
NAD_1983_HARN_Wisconsin_TM
1: 3,960

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant within 45 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 45 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the CLIENT may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to $50,000. No claim may be brought against Consultant in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Neither the CLIENT nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this AGREEMENT or the performance of the services on this PROJECT. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant.

Consultant expressly consents to any documents produced by Consultant in relation to the Services being submitted to a governmental agency for any purpose related to the Project.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic files will not contain stamps or seals, remain the property of Consultant and are not to be used for any purpose other than that for which they were transmitted.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the

assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

OPEN RECORDS: Both parties understand that Client is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Agreement, and that Consultant must indemnify and hold Client harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of 7 years after receipt of final payment under this Agreement.

Stantec

ATTACHMENT – STANDARD RATE TABLE

BC1937_2021-1

HOURLY RATES

Stantec Billing Level	2021 Hourly Rate*
3	$95
4	$107
5	$115
6	$119
7	$127
8	$131
9	$141
10	$147
11	$160
12	$165
13	$174
14	$180
15	$199
16	$228
17	$238
18	$241
19	$249
20	$260
21	$270

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
  e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
  May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
  Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
  e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (https://www.gsa.gov), unless prescribed differently in the proposal or contract terms and conditions.

VIII

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

Your 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.

_____ _____

_____ _____

_____ _____

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. 18 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
June 7, 2021.

A RESOLUTION 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.

RESOLVED: That the Director of Planning & Development is hereby authorized and directed to accept the attached Proposal for Environmental Services - Wetland Delineation from Stantec Consulting Services Inc.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $4,150, from Account No. 25061100-521900 for the Proposal for Environmental Services - Wetland Delineation from Stantec Consulting Services Inc.

F/P adopt

Roberta Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Stantec Consulting Services Inc.
12075 Corporate Parkway Suite 200, Mequon WI 53092-2649

May 28, 2021

Attention: Mr. Chad Pelishek
City of Sheboygan, Director of Planning & Development
828 Center Avenue, Suite 208
Sheboygan, WI 53081

Reference: Proposal for Environmental Services – Wetland Delineation Parcels 59281-628961 & 59281657937 City of Sheboygan, Sheboygan County, Wisconsin

Dear Mr. Pelishek,

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal for environmental services at the above-referenced project site. The study area includes a portion of Parcel 59281-628961 and all of Parcel 59281657937, for a total of 4.5 acres located in Section 9, T15N – R23E in the City of Sheboygan, Wisconsin. This proposal includes the Scope of Services, Cost Estimate, Assumptions, Project Schedule, Extra Services, and Terms and Conditions. Stantec will initiate this project upon receipt of an executed Agreement.

PROJECT UNDERSTANDING

Stantec understands that you are requesting a wetland delineation for specific areas proposed for development within a residential neighborhood. The study area is identified on the enclosed Site Map.

SCOPE OF SERVICES

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- The wetland determination and delineation will be completed using the U.S. Army Corps of Engineers (USACE) 1987 *Wetland Delineation Manual*, applicable Regional Supplements to the Corps of Engineers Wetland Delineation Manual, and subsequent guidance documents (USACE & WDNR, 2015).
- Stantec will obtain and review available resources to assist in the determination and delineation such as US Geologic Survey (USGS) topographic map, local elevation/contour data where available, Natural Resources Conservation Service (NRCS) soil survey and list of hydric soils, Wisconsin Wetland Inventory (WWI) mapping, and aerial photography.
- This proposal assumes that a routine level delineation will be sufficient at this site, as is the case with most wetland delineations. Problem Areas, Atypical Situations, and Comprehensive Methods (as defined in the 1987 manual) often require additional and more detailed information gathering, field sampling and/or reporting. Stantec will contact the Client immediately if the use of these methods is required, which may involve extra services and a higher fee.
- The wetland boundary will be marked with flagging. Stantec will locate the wetland boundary with a hand held Trimble GPS capable of sub-meter accuracy. This level of GPS survey is valuable for planning purposes but does not constitute a certified survey. Stantec will produce a map illustrating the location of the wetland boundary on a recent aerial photograph.

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- Please note that delineations may require WDNR review and concurrence depending on project permitting needs. The WDNR charges a review fee of $300 per 20 acres of land with a review turn-around time of no more than 60 days. The WDNR review fee and any Stantec fees associated with coordinating the review are not included within the cost estimate of this proposal.

IMPORTANT: The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. The delineation will be performed by experienced and qualified professionals using standard practices and sound professional judgment. The ultimate decision on wetland boundaries rests with the USACE and, in some cases, the WDNR or a local unit of government. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and extent of wetlands on the site.

ASSUMPTIONS

Together with the description of proposed tasks set forth in the Scope of Services, above, the following assumptions define the parameters on which the proposed scope and cost for this project are based:

- The Client shall review the included Study Area map and confirm that the correct area to be investigated has been identified. The Client will inform Stantec if anyone needs to be contacted prior to entering the property for completion of field work.
- This Scope of Services does not include meeting with or obtaining jurisdictional concurrence (or other determinations) from the appropriate regulatory agencies. Regulatory coordination and/or requests for additional information beyond that included in our standard wetland report will be completed as authorized by the Client on a time and materials basis as an Extra Service (see below).
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Stantec will complete the tasks outlined in the Scope of Services for **a lump sum fee of $4,150**, which includes reimbursable expenses (mileage, copying charges, etc). Stantec will complete other tasks, extra services, and/or attend meetings in addition to the outlined scope of services and assumptions, as authorized by the Client, on a time and materials basis at the hourly billing and expense rates in the attached rate sheet. If there are changes to the scope of services that would cause the estimated fees to be exceeded, Stantec will contact the Client for approval to proceed. Stantec will furnish Extra Services upon request and under separate terms as described below.

Reference: **Proposal for Environmental Services – Wetland Delineation Parcels 59281-628961 & 59281657937 City of Sheboygan, Sheboygan County, Wisconsin**

PROJECT SCHEDULE

Stantec will initiate this project following acceptance and receipt of a signed agreement. Fieldwork schedules are dependent upon site access and weather conditions. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork, if desired. We will continue to work closely with you and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

EXTRA SERVICES

Extra Services are those services that are not part of the base Scope of Services provided above but could potentially be needed for a project of this type. Extra Services may include, but are not limited to the following:

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- Submitting final wetland delineation report or wetland related permit requests to appropriate regulatory agencies
- Assisting with WDNR wetland confirmation and concurrence review
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meetings/coordination beyond that identified in the Scope of Services
- Permit applications beyond those identified in the Scope of Services
- Expert witness testimony

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Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Terms and Conditions, ***please send executed Agreement to:***

Attn: Sarah Majerus
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 300
Mequon, WI 53092

Reference: **Proposal for Environmental Services – Wetland Delineation Parcels 59281-628961 & 59281657937 City of Sheboygan, Sheboygan County, Wisconsin**

If you have any questions, or require any additional information, please contact me (contact information provided below). We look forward to working with you on this project.

Regards,

Stantec Consulting Services Inc.

Sarah Majerus
Environmental Scientist
Phone: 920-627-3183
Sarah.Majerus@stantec.com

Attachment: Site Map, Agreement, Professional Services Terms & Conditions, Rate Sheet

Reference: **Proposal for Environmental Services – Wetland Delineation Parcels 59281-628961 & 59281657937 City of Sheboygan, Sheboygan County, Wisconsin**

AGREEMENT

The attached Professional Services Terms and Conditions and above-referenced Proposal are agreed upon:

Consultant: _____ Date: 5/28/2021

Brian Lennie, Senior Scientist/Associate
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 300
Mequon, WI 53092

Client: _____ Date: _____

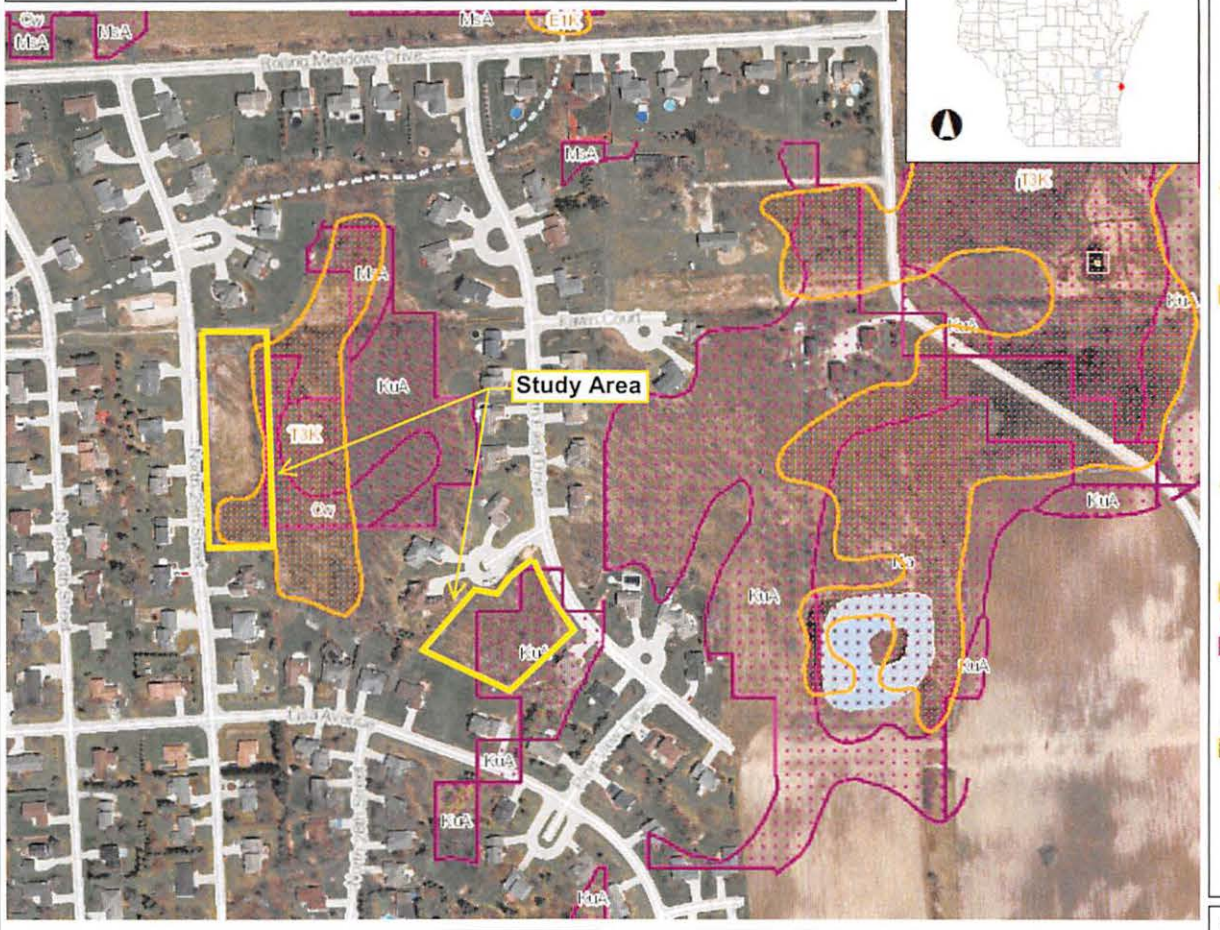
Client Name (Printed): _____

Client Address: _____

_____

_____

Site Map - City of Sheboygan Wetlands





Legend

- Wetland Identifications and Confirmations
- Wetland Class Points
  - Dammed pond
  - Excavated pond
  - Filled excavated pond
  - Filled/drained wetland
  - Wetland too small to delineate
- Filled Points
- Wetland Class Areas
  - Wetland
  - Upland
- Filled Areas
- Wetland Class Points
  - Dammed pond
  - Excavated pond
  - Filled excavated pond
  - Filled/drained wetland
  - Wetland too small to delineate
- Filled Points
- Wetland Class Areas
  - Wetland
  - Upland
- Filled Areas
- NRCS Wetspots
- Maximum Extent Wetland Indicators
- Municipality
- State Boundaries
- County Boundaries
- Major Roads
  - Interstate Highway
  - State Highway
  - US Highway
- County and Local Roads

Notes

0.1 0 0.06 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 3,960

DISCLAIMER. The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: http://dnr.wi.gov/legal/

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant within 45 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 45 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the CLIENT may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to $50,000. No claim may be brought against Consultant in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Neither the CLIENT nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this AGREEMENT or the performance of the services on this PROJECT. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant.

Consultant expressly consents to any documents produced by Consultant in relation to the Services being submitted to a governmental agency for any purpose related to the Project.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic files will not contain stamps or seals, remain the property of Consultant and are not to be used for any purpose other than that for which they were transmitted.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the

assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

OPEN RECORDS: Both parties understand that Client is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Agreement, and that Consultant must indemnify and hold Client harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of 7 years after receipt of final payment under this Agreement.

Stantec

ATTACHMENT – STANDARD RATE TABLE

BC1937_2021-1

HOURLY RATES

Stantec Billing Level	2021 Hourly Rate*
3	$95
4	$107
5	$115
6	$119
7	$127
8	$131
9	$141
10	$147
11	$160
12	$165
13	$174
14	$180
15	$199
16	$228
17	$238
18	$241
19	$249
20	$260
21	$270

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
  e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
  May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
  Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
  e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (https://www.gsa.gov), unless prescribed differently in the proposal or contract terms and conditions.

IX

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

Your 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.

_____ _____

_____ _____

_____ _____

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

6.4

Gen. Ord. No. 7 - 21 - 22. By Alderpersons Felde and Ackley.
June 7, 2021.

AN ORDINANCE 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.

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

Section 1. Sec. 10-31 of the Municipal Code entitled "General licensing requirements" is hereby repealed and recreated in subsection (7) thereof so as to read as follows:

"Sec. 10-31. - General licensing requirements.

No license may be issued to any person except as provided in W.S.A., § 125.01 et seq., and such license shall be in conformance with the following provisions:

. . .

(7) The city clerk shall submit all applications for licenses under this chapter to the common council, except as provided for in sections 10-41(a), 10-41(d), 10-41(e)(1), 10-62(h).

. . ."

Section 2. Sec. 10-41 of the Municipal Code entitled "Operators' licenses" is hereby repealed and recreated in subsection (a), subsection (c)(1), and in the introduction to subsection (d) thereof so as to read as follows:

"Sec. 10-41. - Operators' licenses.

(a) Operators' licenses shall be issued to individuals by the city for the purpose of complying with W.S.A., §§ 125.32(2) and 125.68(2). Operators' licenses shall be issued only upon written application on forms provided by the city clerk. The city clerk is authorized to grant and issue such licenses after consulting with the chief of police and the city attorney, or their designees.

. . .

(c) Operator's license fee:

Let's adopt

(1) Except as provided in subsection (2) below, the fee for an operator's license shall be $57.00, which shall include the city clerk's cost of producing the wallet size license card with photo and running a background check. The license card shall be carried by the licensee when engaged as a beverage operator and shall be produced upon demand by any police officer. Operators' licenses shall be valid for two years and shall expire on the second succeeding June 30.

. . .

(d) Temporary license. The city clerk shall issue temporary operators' licenses under the terms of subsections (a) and (b) of this section, except that:

. . ."

Section 3. Sec. 10-42 of the Municipal Code entitled "Refusal to issue new license" is hereby repealed and recreated so as to read as follows:

"Sec. 10-42. - Refusal to issue new license.

Whenever the common council or the city clerk decides not to issue a new license under this chapter, it shall notify the applicant for the new license of the decision not to issue the license. The notice shall be in writing and state the reasons for the decision. When the decision not to issue is made by the city clerk, the notice shall inform the applicant that they may appeal the decision by filing an objection in writing with the clerk within 30 days of said notice. If the applicant so objects, the matter will be reviewed by the Licensing, Hearings, and Public Safety Committee at a regular meeting within 35 days of the clerk's receipt of the written objection."

Section 4. Sec. 14-121 of the Municipal Code entitled "Required" is hereby repealed and recreated so as to read as follows:

"Sec. 14-121. - Required.

No public dance or ball shall be conducted within the limits of the city until and unless the owner, occupant, lessee or manager of any such hall shall procure a license from the city clerk, authorizing and permitting such hall to be used for public dances."

Section 5. Sec. 14-195 of the Municipal Code entitled "Issuance" is hereby repealed and recreated so as to read as follows:

"Sec. 14-195. - Issuance.

Upon payment of the proper license fee by the applicant, the clerk shall issue the license, specifying the purpose of the license."

Section 6. Sec. 14-227 of the Municipal Code entitled "Application" is hereby repealed and recreated so as to read as follows:

"Sec. 14-227. - Application.

Application for a theater license shall be made in writing to the city clerk, and shall be accompanied by the receipt of the city finance director/treasurer showing payment of the license fee provided in section 14-228. The license application shall be properly signed and the license shall be issued by the city clerk."

Section 7. Sec. 14-287 of the Municipal Code entitled "Application; investigation; issuance" is hereby repealed and recreated so as to read as follows:

"Sec. 14-287. - Application; investigation; issuance.

(a) Application for a license shall be made to the city clerk on the forms provided by such office.
(b) The chief of police of the city shall cause to be made an investigation of all persons named in an application for a license and report his findings to the council or proper standing committee thereof.
(c) Opportunity shall be given by the city clerk to any person to be heard for or against granting of any license under this article.
(d) The clerk shall not issue the license if the applicant, any partner or the principal officer, or any stockholder holding more than 20 percent of the corporation is:
    (1) A corporation;
    (2) Has been convicted of a felony or crime involving moral turpitude; or
    (3) Is under 18 years of age.
(e) Prior to approving the issuance of a nonalcoholic dance club license, the city clerk shall find that:
    (1) The establishment, maintenance or operation of the nonalcoholic dance club will not be detrimental to or endanger the public health, safety, comfort or general welfare; and
    (2) Adequate measures have or will be taken to maintain good order surrounding the location."

Section 8. Sec. 30-125 of the Municipal Code entitled "Investigation of application" is hereby repealed and recreated so as to read as follows:

"Sec. 30-125. - Investigation of application.

The city clerk shall refer the application to the police department which shall investigate and determine whether the applicant and the establishment proposed to be licensed conform to the requirements of this article. The police department shall refer the application to the building inspection division who shall investigate the premises proposed to be licensed to determine whether the premises conform to the requirements of this article, the rules and regulations of the department of health and social services, and any other applicable laws and ordinances. The police department and the building inspection division shall report their findings and recommendations to the city clerk."

Section 9. Sec. 30-126 of the Municipal Code entitled "Grant; right of hearing upon denial" is hereby repealed and recreated so as to read as follows:

"Sec. 30-126. - Grant; right of hearing upon denial.

The city clerk shall, after consulting with the chief of police and the city attorney or their designees, grant or deny the application no later than 60 days after submittal of a completed application. If the application for a license is denied, the applicant shall be given written notice of the reasons for denial and shall be given an opportunity to be heard thereon."

Section 10. Sec. 42-67 of the Municipal Code entitled "Application, investigation" is hereby repealed and recreated so as to read as follows:

"Sec. 42-67. - Application, investigation.

(a) Application for an ambulance operator's license shall be made to the city clerk. Within 60 days after the application is received by the clerk, the city clerk shall make a complete and thorough investigation as to whether:
    (1) The public at the time is adequately served.
    (2) The public convenience and necessity require the proposed ambulance service for which the application for license to operate such ambulance is made.
    (3) The vehicle proposed to be licensed as an ambulance and the insurance policy furnished comply with this article.
    (4) The applicant is a fit and proper person to conduct such a business and has a safe and proper place of business thereof.

(b) In determining whether public convenience and necessity require the licensing of an ambulance for which application for a license may be made, the city clerk shall take into consideration whether the demands of public convenience and necessity require additional ambulance service within the city; financial responsibility of the applicant; the number, kind and type of equipment; the schedule of rates proposed to be charged; the increased traffic congestion upon the streets of the city; the demand for increased parking space upon the streets which will result; whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved by the granting of such license; and such other relevant facts as the city clerk may consider advisable or necessary."

Section 11. Sec. 42-70 of the Municipal Code entitled "Issuance" is hereby repealed and recreated so as to read as follows:

"Sec. 42-70. - Issuance.

A license required under this division shall be issued by the city clerk when the applicant has filed with the clerk a written application under oath, stating:

(1) The make or name of the manufacturer of the ambulances to be used.
(2) The state license number of each ambulance.
(3) The name and address of the owner of each ambulance.
(4) The name and address of every driver and attendant employed by applicant.
(5) That section 42-69 will be complied with before any ambulance is operated by the licensee."

Section 12. Sec. 62-129 of the Municipal Code entitled "Issuance restricted" is hereby repealed and recreated so as to read as follows:

"Sec. 62-129. - Issuance restricted.

No license for the construction, alteration or extension of any mobile home park shall be issued by the city clerk unless the issuance thereof shall first be determined to be in the best interests of the city."

Section 13. Sec. 94-130 of the Municipal Code entitled "License issuance" is hereby repealed and recreated so as to read as follows:

"Sec. 94-130. - License issuance.

(a) The city clerk shall grant the license if all of the following apply:
    (1) The applicant, including an individual, a partner, a member of a limited liability company, a manager, a proprietor, or an officer, director, or agent of any corporate applicant, does not have an arrest or conviction record, subject to W.S.A. §§ 111.321, 111.322 and 111.335.
    (2) The applicant provides to the city clerk a bond of $2,500.00 with not less than two sureties for the observation of all municipal ordinances or state or federal laws relating to pawnbrokers. The bond must be in full force and effect at all times during the term of the license.
(b) No license issued under this subsection may be transferred.
(c) Each license is valid from January 1 until the following December 31."

Section 14. Sec. 126-157 of the Municipal Code entitled "Application" is hereby repealed and recreated so as to read as follows:

"Sec. 126-157. - Application.

Any person desiring to obtain a license required by this division shall make application in the office of the city clerk. The city clerk shall refer the application to the superintendent of parks who shall determine the eligibility of the applicant pursuant to the provisions of this division. Upon determination that the applicant is eligible, the superintendent of parks shall inform the city clerk's office thereof and the city clerk shall issue the license."

Section 15. Sec. 130-61 of the Municipal Code entitled "Issuance" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 130-61. - Issuance.

(a) The city clerk is authorized to grant and issue the taxicab business license, taxicab vehicle license, or taxicab driver's license after consulting with the chief of police and the city attorney, or their designees and after the applicant has complied with all the requirements for the respective license under this article and, where applicable, if the applicant has not been convicted within the preceding ten years of a felony or within the preceding five years of a misdemeanor, statutory violation punishable by forfeiture or county or municipal ordinance violation in which the circumstances of the felony,

misdemeanor or other offense substantially relates to the circumstances of the licensed activity.

. . ."

Section 16. Sec. 130-141 of the Municipal Code entitled "Application" is hereby repealed and recreated in subsections (a)(4) and (b)(3) thereof so as to read as follows:

"Sec. 130-141. - Application.

(a) Commercial quadricycle business license.

. . .

(4) Any license issued pursuant to this subsection shall be granted and issued by the city clerk after consulting with the chief of police and the city attorney or their designees, and shall expire on the 31st day of December following its issuance.

(b) Commercial quadricycle vehicle license.

. . .

(3) Upon payment of the necessary fees and after consulting with the chief of police and the city attorney or their designees, the city clerk may issue or cause to be issued a proper license plate/sticker. Transfer of the license to another person is prohibited.

. . ."

Section 17. 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.

Barbara Tilde

Betty Ackley

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. _____ - 21 - 22. By CITY PLAN COMMISSION. 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

Kay Per

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.

CityPlan

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

Dean Dekker

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____.

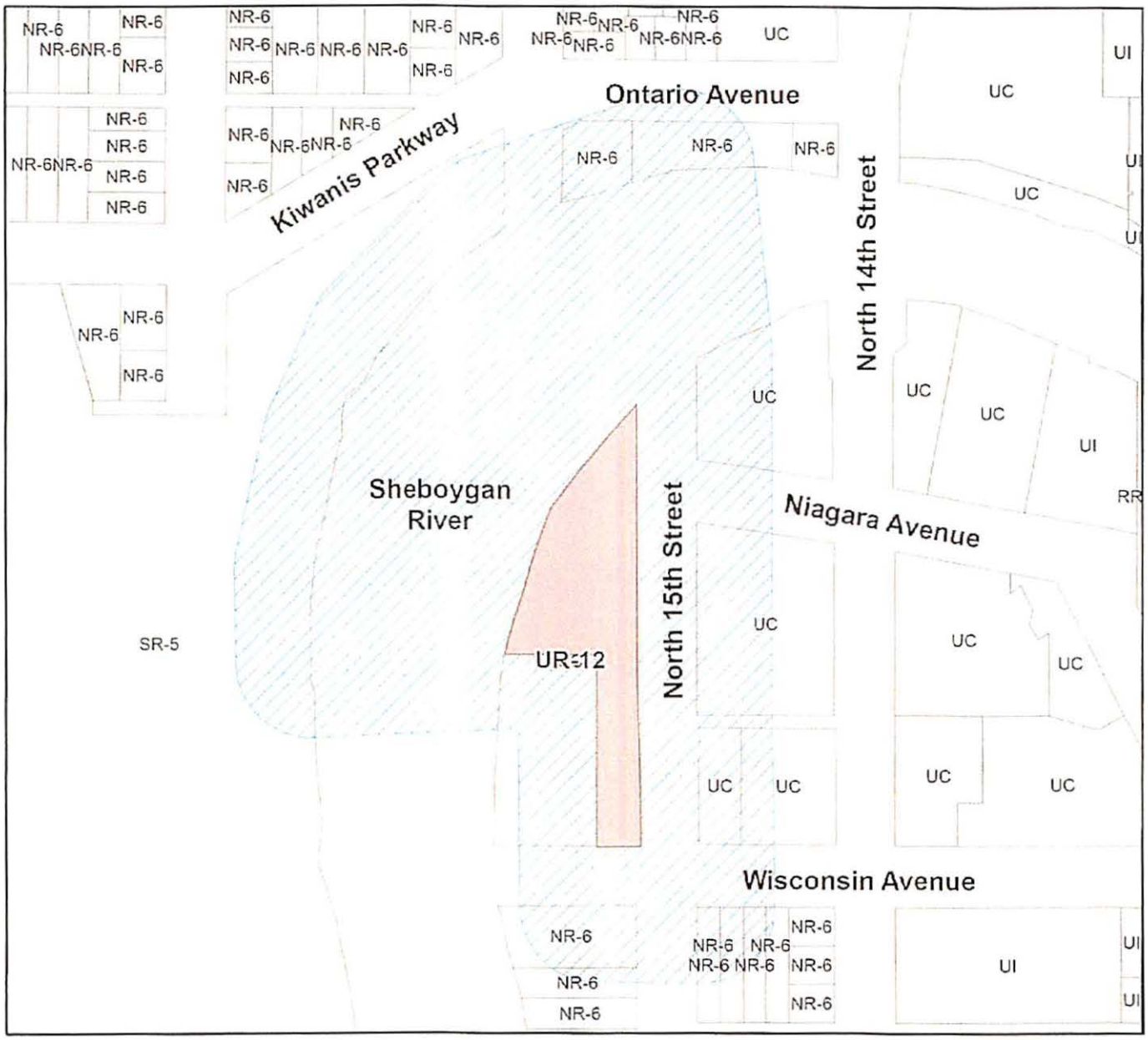
Dated _____ 20____. _____, City Clerk

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

3.2

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).

CITY CLERK

CityPlan

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.

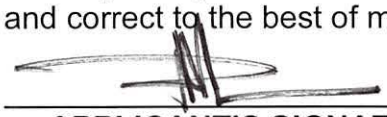
How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The proposed amendment allows a development that is consistent with the adjoining character, maintains 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

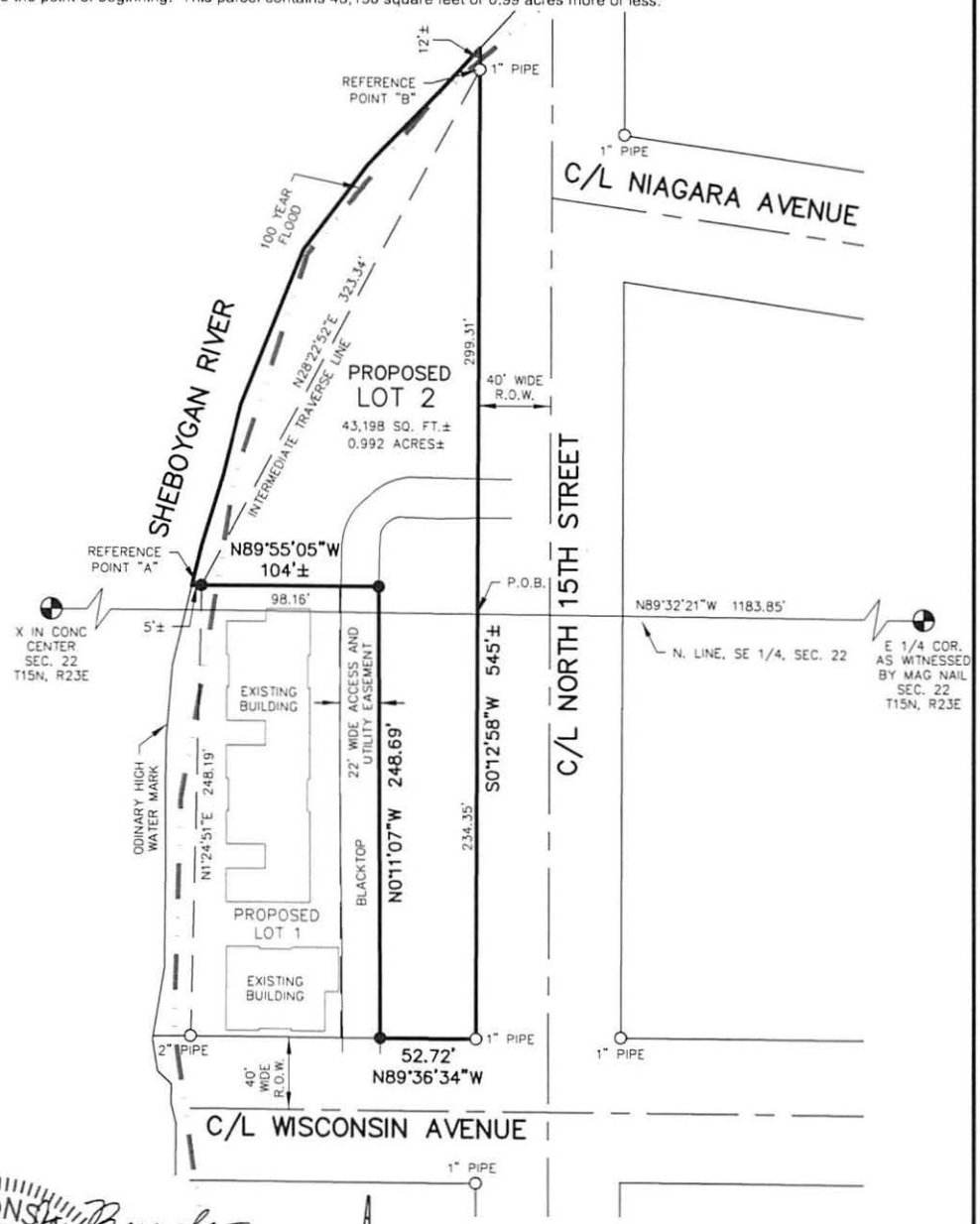
FOR: Waters Edge Condo Association

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 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.





= County Monument
= Iron Stake Found
= Iron Stake Set

0 40 80

Scale: 1" = 80'

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

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

CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

FILE No.: 2021031 DATE: 5/20/2021 PAGE: 1 OF 1

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 AND EVENT SPACE

NORTH 15TH STREET SHEBOYGAN WI 53081

PERSPECTIVES USED TO CONVEY GENERAL LOOK OF THE DESIGN.
SEE SUBSEQUENT DRAWINGS FOR DETAILS AND DIMENSIONS.

CONTACT INFORMATION

OWNER:

NAME
ADDRESS
CITY, ST XXXXX

CIVIL:

NAME
ADDRESS
SUITE XXX
CITY, ST XXXXX
(XXX) XXX-XXXX

CONTACT:
NAME
xxx@xxxxxxxxxxxxxxx.com

STRUCTURAL:

NAME
ADDRESS
SUITE XXX
CITY, ST XXXXX
(XXX) XXX-XXXX

CONTACT:
NAME
xxx@xxxxxxxxxxxxxxx.com

ARCHITECT:

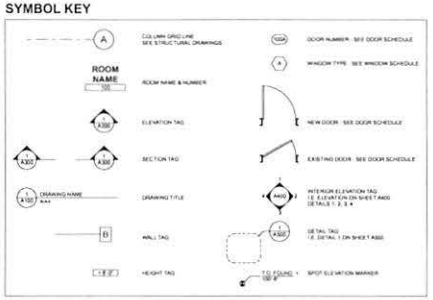
GALBRAITH CARNAHAN ARCHITECTS
6404 WEST NORTH AVENUE
MILWAUKEE, WI 53213
(414) 291-0772

CONTACT:
NAME
xxx@galbraithcarnahan.com

ABBREVIATIONS

#	Pound OR Number
&	And
@	At
ACT	Acoustic Ceiling Tile
ADJ	Area Drain
AFF	Above Finished Floor
ALUM	Aluminum
ANOD	Anodized
APPROX	Approximately
BEB	Bank Equipment Supplier
BLKG	Blocking
BLKHD	Bulkhead
BM	Beam Mark
BSMT	Basement
BT	Base Tile
BTWG	Beyond
BO	Bottom Of
BOT	Bottom
CABT	Cabinet
CIP	Cast In Place
CH(A)	Channel
CJ	Control Joint
CL	Closet
CLG	Ceiling
CLR	Clear
CM	Construction Manager
CMU	Concrete Masonry Unit
COL	Column
COMPR	Compressible
CONC	Concrete
CONC BLK	Concrete Block
CONT	Continuous
CONTR	Contractor
CPT	Carpet
CRS	Course
CT	Ceramic Tile
CTB	Ceramic Tile Base
CTYD	Courtyard
DBL	Double
DEMO	Demolish or Demolition
DIA	Diameter
DIM	Dimension
DIMS	Dimensions
DISP	Dispenser
DN	Down
DR	Door
DRWR	Drawer
DS	Downspout
DTL	Detail
DW	Dishwasher
DWG	Drawing
EA	Each
EIFS	Exterior Insulation Finish System
EJ	Expansion Joint
EL	Elevation
ELEC	Electrical
ELEV	Elevator or Elevation
EPDM	Ethylene Propylene Diene M-Class Roofing
EQ	Equal
EXG	Existing To Remain
EXIST	Existing
EXP	Expansion
EXP JT	Expansion Joint
EXT	Exterior
FD	Floor Drain or Fire Department
FE	Fire Extinguisher
FEC	Fire Extinguisher Cabinet
FFE/FL/FL	Finished Floor
FIXT	Fixture
FLR	Floor
FLSHG	Flashing
FM	Filled Metal
FO	Face Of
FT	Foot
FTG	Footing
FND	Foundation
GA	Gauge
GALV	Galvanized
GB	Grab Bar
GWB	Gypsum Wall Board
HC	Hollow Core
HDWD	Hardwood
HDR	Header
HT	High
HM	Hollow Metal
HORIZ	Horizontal
HP	High Point
HR	Hour
HT	Height
HWD(N)	Hardboard
HVAC	Heating, Ventilating, And Air Conditioning
IGSWB	Impact Resistant Gypsum Wall Board
I.O	In Lieu Of
INSTR	Instructions
INSUL	Insulated or Insulation
INT	Interior
JNT	Joint
MAX	Maximum
MFR	Manufacturer
MO	Masonry Opening
MECH	Mechanical
MEMBR	Membrane
MICRO	Microwave
MIN	Minimum
MISC	Miscellaneous
MRGWB	Moisture Resistant Dry Wall
MRGWB	Moisture Resistant Gypsum Wall Board
MTL	Metal
MTR	Mortar
MTRL	Material
NIC	Not In Contract
NO	Number
NOM	Nominal
OC	On Center
OH	Opposite Hand
OPNG	Opening
OZ	Ounce
PCE	Pre Cast Concrete
PLMB	Plumbing
PLAM	Plastic Laminate
PLMB	Plumbing
PLTWD	Plywood
PBSH	Pipe & Shakes / Scuff
PTD/VN	Painted Varnish
PT	Pressure Treated
PNT	Paint or Painted
PVC	Polyvinyl Chloride
RB	Rubber Base
RBR	Rubber
RCP	Reflected Ceiling Plan
RD	Roof Drain
REF	Refrigerator
REINF	Reinforced
REQD	Required
RM	Room
S(THK)	Sheathing
SF	Sheet Flooring
SIM	Similar
SPEC	Specified OR Specification
SPR	Sprinkler or Sprayer
SST	Stainless Steel
ST	Stain
STC	Sound Transmission Coefficient
STL	Steel
STRUCT	Structure or Structural
T&G	Tongue And Groove
TELE	Telephone
TLT	Toilet
TO	Top Of
TOC	Top Of Concrete
TOS	Top Of Steel
TPD	Toilet Paper Dispenser
TSD	Soap/Lotion/Odor
TYP	Typical
UNO	Unless Noted Otherwise
UIS	Underside
VB	Vinyl Base
VCT	Vinyl Composition Tile
VERT	Vertical
VIF	Verify In Field
VP	Vision Panel
VWC	Vinyl Wall Covering
W	Wall
WD	Wood
WDW	Window

SYMBOL KEY



SHEET INDEX

ID	NAME
G100	COVER SHEET
A001	ARCHITECTURAL SITE PLAN
AD101	FIRST FLOOR DEMOLITION PLAN
A003	CODE PLANS
A101	FIRST FLOOR PLAN
A102	SECOND FLOOR PLAN
A103	ROOF PLAN
A111	FIRST FLOOR REFLECTED CEILING PLAN
A112	SECOND FLOOR REFLECTED CEILING PLAN
A120	LOWER LEVEL REFLECTED CEILING PLAN
A121	FIRST FLOOR REFLECTED CEILING PLAN
A122	SECOND FLOOR REFLECTED CEILING PLAN
A200	ELEVATIONS
A300	SECTIONS
A301	SECTIONS
A302	SECTIONS
A303	SECTIONS
A400	DETAILS
A500	ASSEMBLY TYPES
A501	DETAILS
A600	DOOR SCHEDULE / DOOR AND FRAME ELEVATIONS

GALBRAITH CARNAHAN ARCHITECTS

6404 West North Avenue
Milwaukee, Wisconsin 53213
(414) 291-0772 phone
www.galbraithcarnahan.com

CONSULTANTS

WATERSHED HOTEL
NORTH 15TH STREET SHEBOYGAN, WI 53081

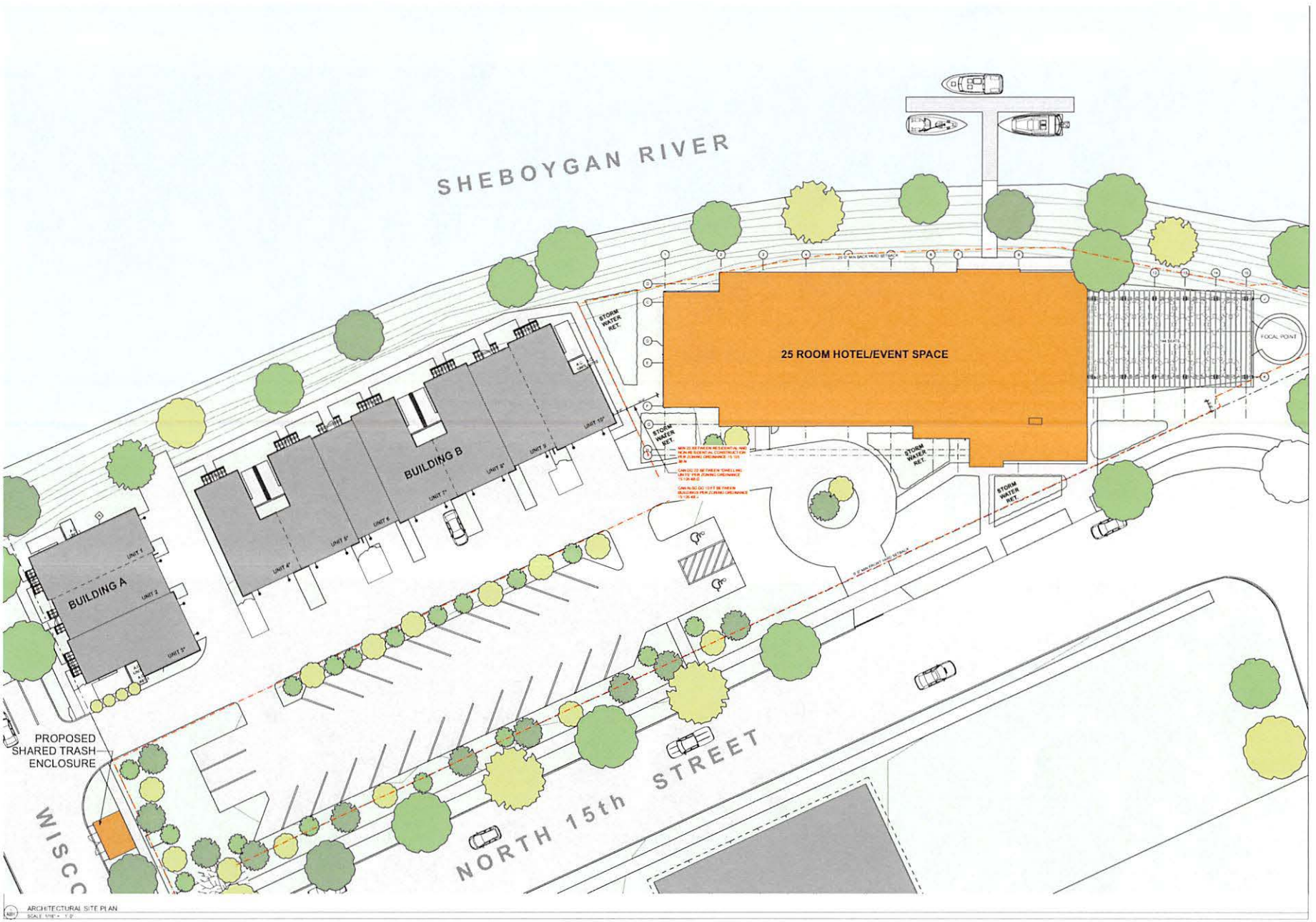
DRAWING ISSUE — DATE
ISSUE — 03.10.2021

PROJECT # 21.07

COVER SHEET

G100

©2021 GALBRAITH CARNAHAN ARCHITECTS, LLC



ARCHITECTURAL SITE PLAN
SCALE: 1/16" = 1'-0"

GALBRAITH CARNAHAN ARCHITECTS

5404 West North Avenue
Milwaukee, Wisconsin 53213
(414) 201-0772 phone
www.galbraithcarnahan.com

CONSULTANTS

WATERSHED HOTEL

NORTH 15TH STREET SHEBOYGAN, WI 53081

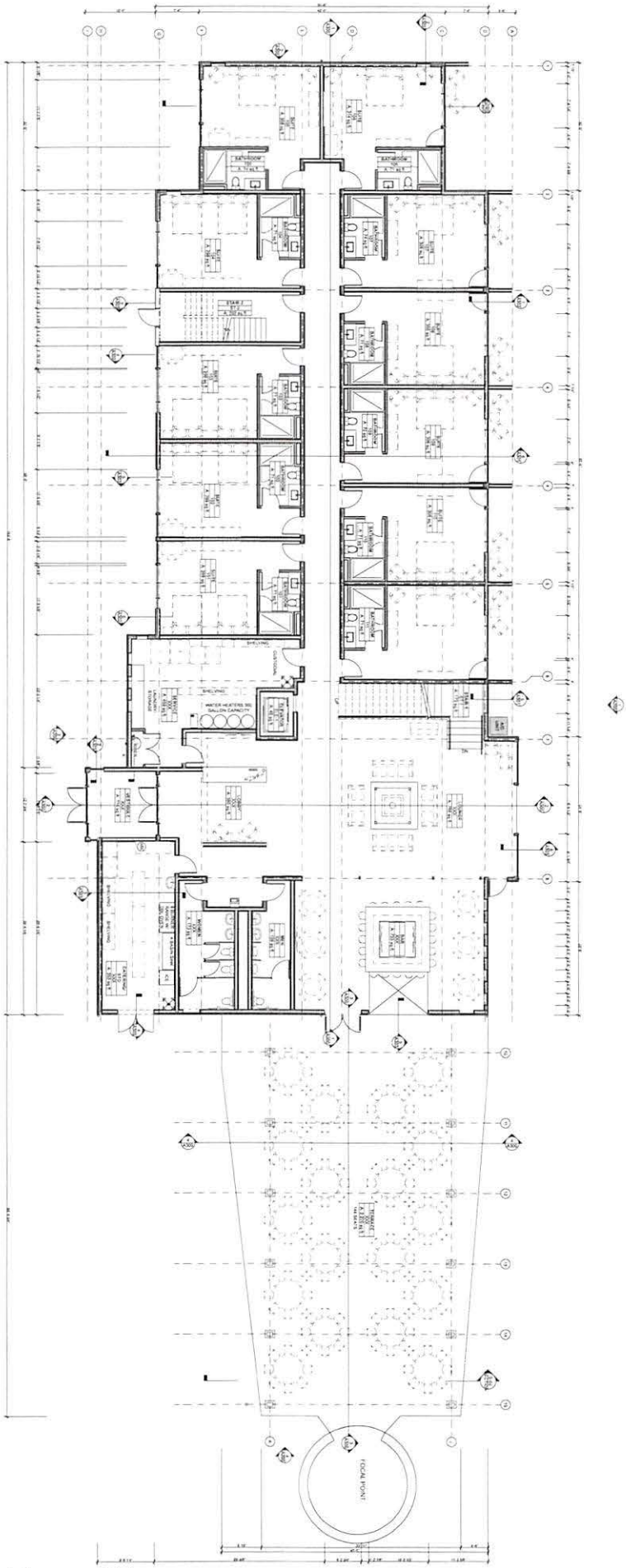
DRAWING ISSUE — DATE
DRAFT — 03.10.2021

PROJECT # 21.07

ARCHITECTURAL SITE PLAN

A001

©2021 GALBRAITH CARNAHAN ARCHITECTS, LLC



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

WATERSHED HOTEL

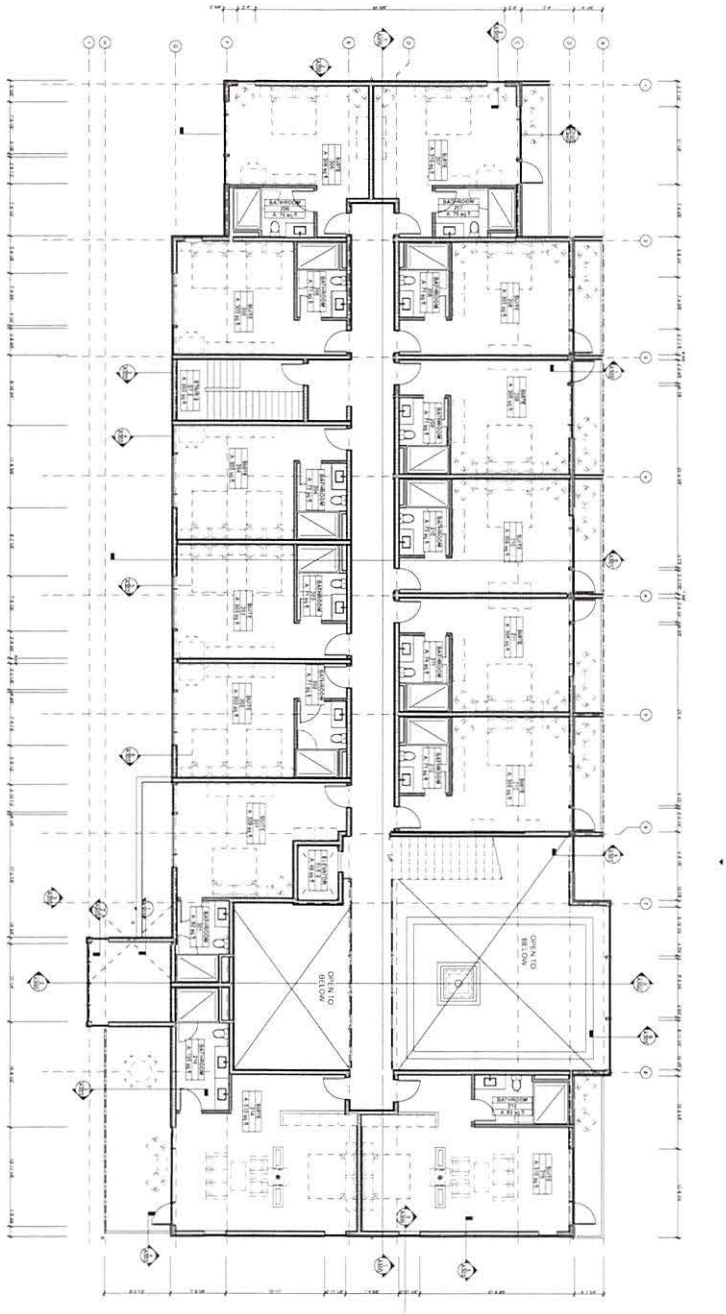
NORTH 15TH STREET SHEBOYGAN, WI 53081

A101

FIRST FLOOR PLAN

GALBRAITH CARNAHAN ARCHITECTS

SECOND FLOOR PLAN



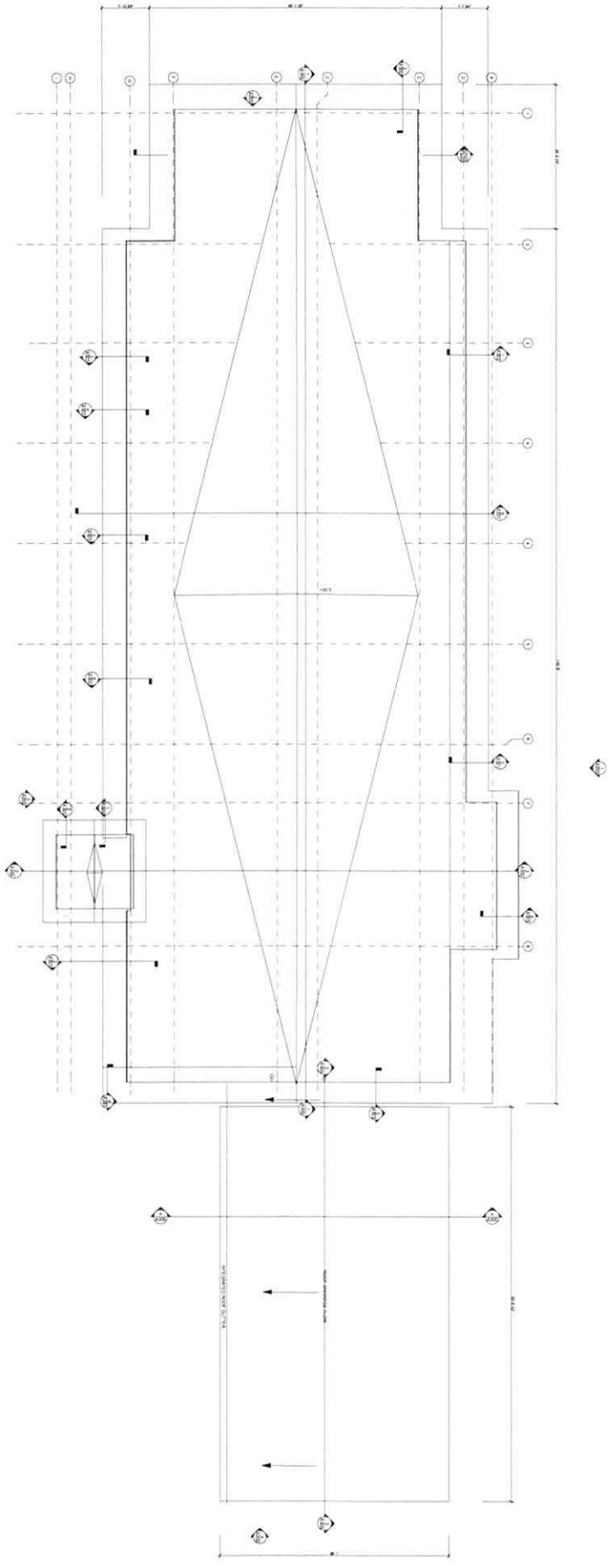
WATERSHED HOTEL

NORTH 15TH STREET SHEBOYGAN, WI 53081

A102

SECOND FLOOR PLAN

GALBRAITH CARNAHAN ARCHITECTS



A103

ROOF PLAN

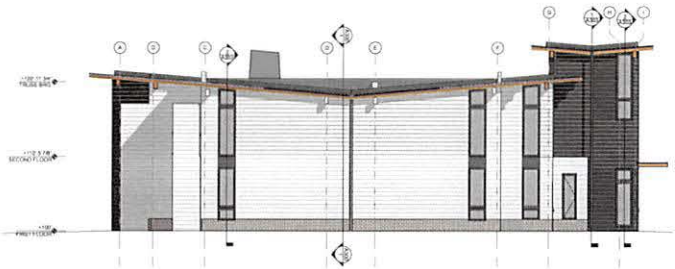
WATERSHED HOTEL

NORTH 15TH STREET SHEBOYGAN, WI 53081

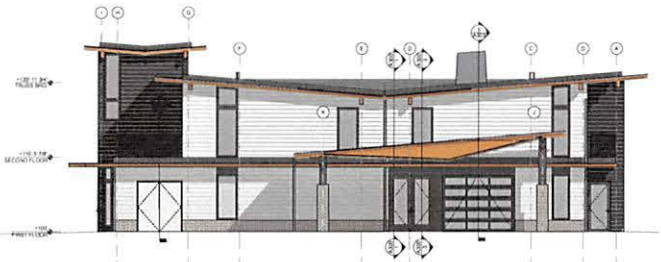
GALBRAITH CARNAHAN ARCHITECTS



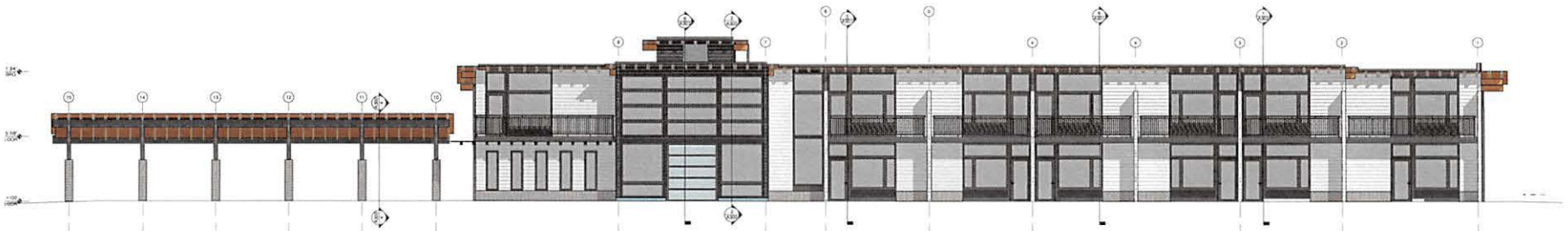
EAST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

GALBRAITH CARNAHAN ARCHITECTS
3404 West North Avenue
Milwaukee, Wisconsin 53213
(414) 291 0772 phone
www.galbraithcarnahan.com

CONSULTANTS

WATERSHED HOTEL

NORTH 15TH STREET SHEBOYGAN, WI 53081

DRAWING ISSUE	DATE
ISSUE	12.10.2021

PROJECT # 21.01

ELEVATIONS

A200

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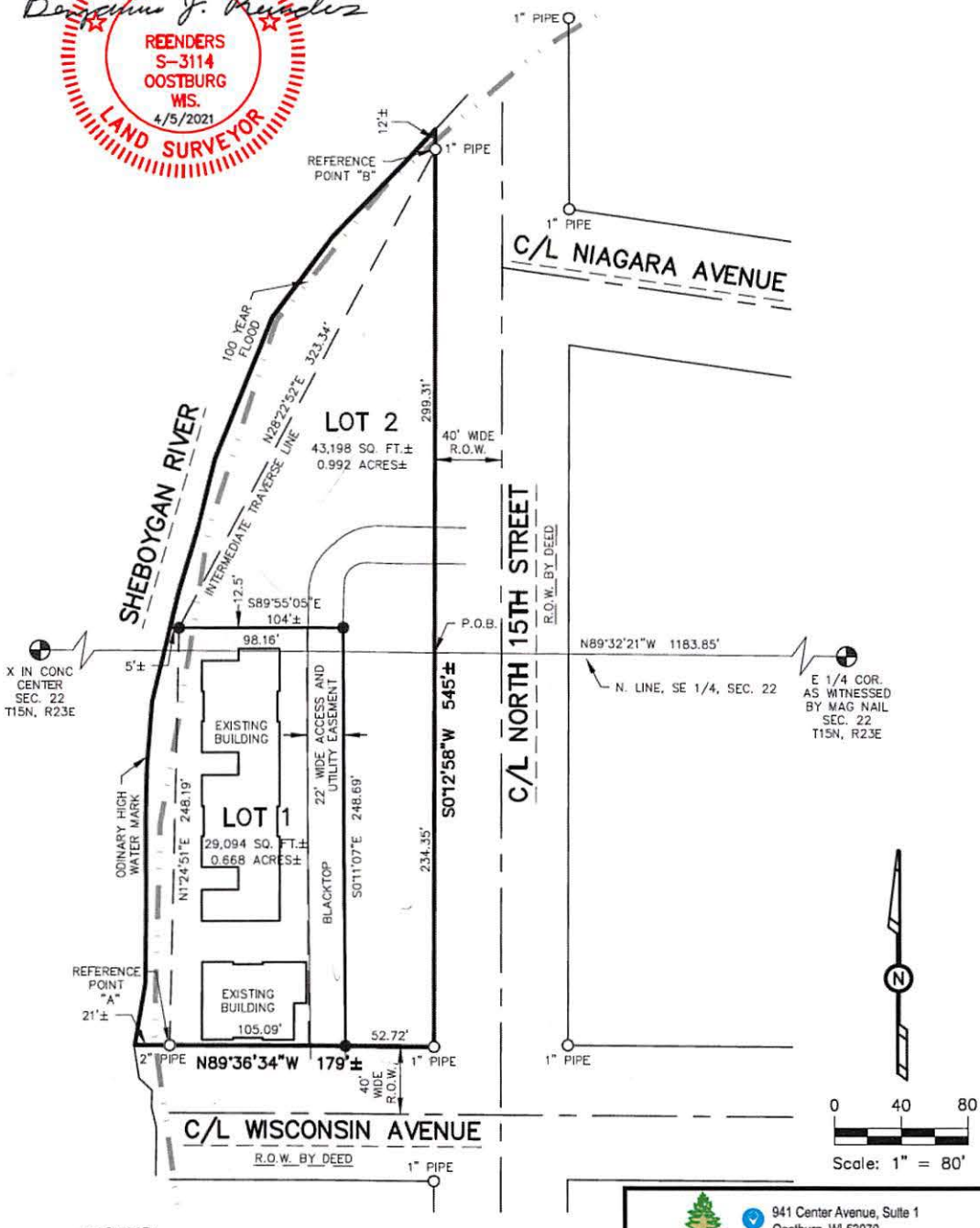
ATTACHMENT C

(See attached)

CERTIFIED SURVEY MAP

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

WISCONSIN
Benjamin J. Reenders
REENDERS
S-3114
OOSTBURG
WIS.
4/5/2021
LAND SURVEYOR



LEGEND

- ● = Set 3/4"x18" Rebar min. 1.13 lbs. per foot
- ○ = Found Iron Pipe
- ◒ = Section Corner Monument

NOTES:

OWNER AND SUBDIVIDER:
WATER'S EDGE CONDO ASSOCIATION

BEARINGS ARE BASED ON THE NORTH LINE OF THE SE 1/4 OF SECTION 22, T15N, R23E, AS BEING N89°32'21"W PER THE SHEBOYGAN COUNTY COORDINATE SYSTEM.

This instrument was drafted by Benjamin J. Reenders.

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

FILE No.: 2021031 DATE: 4/5/2021 SHEET: 1 OF 3

CERTIFIED SURVEY MAP

A RESURVEY OF WATER'S EDGE CONDOMINIUM, BLOCK 119 OF THE ORIGNAL 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



This instrument was drafted by Benjamin J. Reenders.

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

CERTIFIED SURVEY MAP

A RESURVEY OF WATER'S EDGE CONDOMINIUM, BLOCK 119 OF THE ORIGNAL 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

WISCONSIN
Benjamin J. Reenders
REENDERS
S-3114
OOSTBURG
WIS.
4/5/2021
LAND SURVEYOR

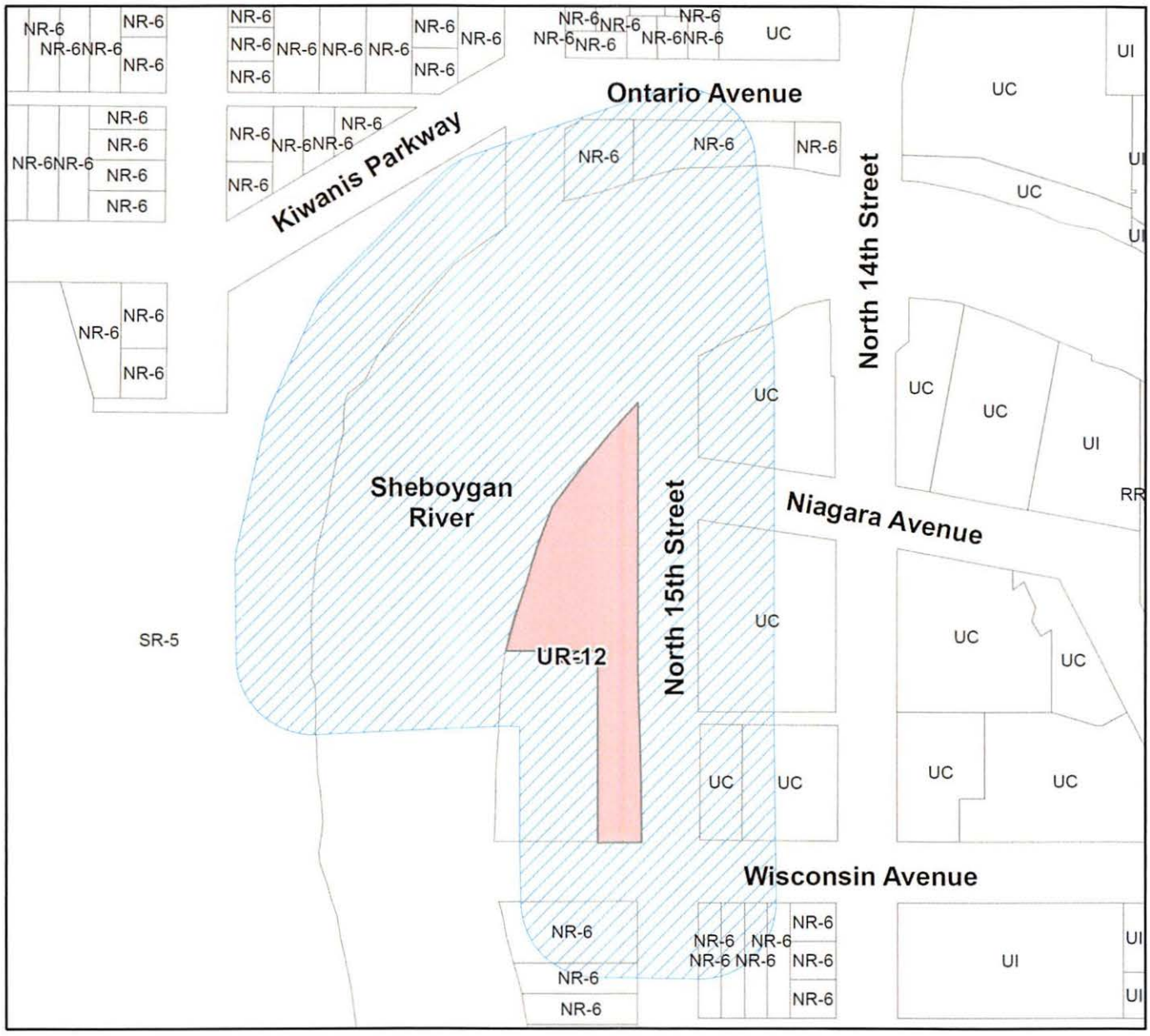
This instrument was drafted by Benjamin J. Reenders

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.



0 100 200 400 600 800 Feet

N W E S

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

Fee Description	Fee
Zoning Change	200.00

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

II

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

Submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan.

_____
CITY CLERK

F+P

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT BRANCH __ SHEBOYGAN COUNTY

LINK MEDIA WISCONSIN, LLC
d/b/a Link Media Outdoor
200 Mansell Ct. East
Bldg. 200 Suite 360
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN
Sheboygan City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081,

Defendant.

Process Server _____
Date: 6/9/21 Time: 12:15 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case No. 21 CV _____

Case Code: 30701
Declaratory Judgment

JUN 9 '21

SUMMONS

THE STATE OF WISCONSIN, TO THE DEFENDANT NAMED ABOVE:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Courthouse, 615 N. 6th St., Sheboygan, Wisconsin 53081-4692 and to the plaintiff's attorney,

Kraig A. Byron, whose address is 10 East Doty Street, Suite 900, Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 4th day of June, 2021.

VON BRIESEN & ROPER, S.C.

Electronically signed by Kraig A. Byron
By: Kraig A. Byron
State Bar No. 01020236
Attorneys for Plaintiff

von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703
(608) 661-3981
(608) 316-3184 (fax)
kbyron@vonbriesen.com

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT BRANCH __ SHEBOYGAN COUNTY

LINK MEDIA WISCONSIN, LLC
d/b/a Link Media Outdoor
200 Mansell Ct. East
Bldg. 200 Suite 360
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN
Sheboygan City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081,

Defendant.

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Declaratory Judgment

COMPLAINT

COMES NOW the Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor ("Link"), by its attorneys, von Briesen & Roper, s.c., by Attorney Kraig A. Byron, and as and for their Complaint against the Defendant, City of Sheboygan, alleges as follows:

PARTIES AND NATURE OF ACTION

1. Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor, is a domestic limited liability company, with its home office and principal place of business located at 200 Mansell Ct. East, Bldg. 200 Suite 360, Roswell, GA 30076, and a local office located at 1258 Russet Court, Green Bay, WI 54313.

2. Defendant, City of Sheboygan ("City"), is on information and belief, a municipal governmental corporation, with its central governmental offices located at Sheboygan City Hall, 828 Center Avenue, Suite 300, Sheboygan, WI 53081.

3. This action is brought under Wis. Stat. § 806.04 for a declaration of rights and interests under Wis. Stat. § 84.30.

GENERAL ALLEGATIONS

4. Plaintiff re-alleges and incorporates herein as if fully stated all of the allegations contained in Paragraphs 1 through 3 above.

5. Wis. Stat. § 84.30 was enacted by the Wisconsin legislature, stating as its purpose; "to promote the safety, convenience and enjoyment of public travel, to preserve the natural beauty of Wisconsin, to aid in the free flow of interstate commerce, to protect the public investment in highways, and to conform to the expressed intent of congress to control the erection and maintenance of outdoor advertising signs, displays and devices adjacent to the national system of interstate and defense highways, it is hereby declared to be necessary in the public interest to control the erection and maintenance of billboards and other outdoor advertising devices adjacent to said system of interstate and federal-aid primary highways and the Great River Road."

6. Plaintiffs own and operate outdoor advertising structures, also known as billboards, and under Wis. Stat. § 84.30, generally referred to as "signs."

7. Plaintiffs sell advertising space on their signs for valuable consideration.

8. Link's legal relations are affected by Wis. Stat. § 84.30.

9. Link is entitled to have determined questions of construction arising under Wis. Stat. § 84.30 and to obtain a declaration of rights, status or other legal relations thereunder.

10. Link requests that the Court construe Wis. Stat. § 84.30 and to declare Link's rights under the statute.

11. There is a controversy between Link and the City with regard to the construction and application of Wis. Stat. § 84.30(4), as that provision relates to the regulation of the subject sign structure.

12. The City disagrees with Link's interpretation and construction of Wis. Stat. § 84.30.

13. There is a dispute between Link and the City as to whether the City has the authority to regulate permitted signs located in "business areas" as that term is defined in Wis. Stat. § 84.30(2)(b).

14. Link has a legally protectable interest in installing and maintaining sign structures located in "business areas" without having to contend with unfounded claims of local regulatory authority over sign structures located in such areas.

15. The manner in which Link's sign structures located in "business areas" are regulated by local zoning authorities presents an ongoing controverted issue that will continue until decided with certainty by a court of competent jurisdiction.

16. Link Media Wisconsin, LLC does business in Sheboygan County, Wisconsin by entering into lease agreements for property located in Sheboygan County, selling advertising space on signs located in Sheboygan County, and by direct contact with its landlords and advertising customers located in Sheboygan County, Wisconsin.

17. Among Link's signs located in Sheboygan County is a billboard located adjacent to the Hyundai dealership at 5525 Racetrack Rd in the City of Sheboygan ("subject sign" or "subject sign structure").

18. The subject sign structure was erected and is maintained pursuant to a state permit issued by the State of Wisconsin, Department of Transportation.

19. As a permitted sign structure under state law, Link is permitted to make changes to the subject sign, such as increasing the height of the sign above ground level ("HAGL") and installing digital display panels on the sign.

20. Plaintiffs' signs are essential to the continued viability of their business model.

21. Plaintiffs have a pecuniary interest in maintaining the existence and visibility of their signs.

22. The sightlines to the subject sign have become partially obstructed by an on-premise advertising sign for the Hyundai dealership.

23. Before the Wisconsin Department of Transportation ("WisDOT") will allow Link and similarly situated sign owners to make changes to permitted signs, it generally requires sign owners to secure the approval of local zoning authorities.

24. In the case of the subject sign, WisDOT informed Link on June 2, 2021 that "Link Media Outdoor has the Department's unqualified approval to make these changes to the sign structure."

25. The changes approved by WisDOT are the elevation of the HAGL of the subject sign structure and the installation of digital display panels on the subject sign structure.

26. On information and belief, WisDOT did not require local approval of the requested revisions and granted Link unqualified State approval to make the requested revisions to the subject sign structure because the structure is located within a "business area."

27. On information and belief, WisDOT would have required local approval as a condition of State approval to make the requested revisions had the subject sign structure not been located within a "business area."

28. The City of Sheboygan has classified the subject sign structure as "nonconforming" under its local ordinances.

29. Link requested permission from the City of Sheboygan to raise the HAGL of the subject sign structure to improve the sightlines to the sign's advertising faces.

30. The City refused to permit Link to raise the HAGL of the subject sign structure.

31. On information and belief, the City's position is that raising the HAGL on a nonconforming sign structure would render the subject sign structure illegal under its local ordinance.

32. On information and belief, if Link raises the HAGL of the subject sign structure and/or installs digital display panels on the sign structure the City will seek removal of the sign structure based on alleged unlawful changes to a sign structure nonconforming under the City's ordinances.

33. There is an ongoing dispute between the parties as to whether the City of Sheboygan has the legal authority to impose more restrictive size, spacing and lighting controls in "business areas" than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

FIRST CLAIM – DECLARATORY JUDGMENT
THE CITY HAS NO REGULATORY AUTHORITY OVER THE SIGN

34. Plaintiffs re-allege and incorporate herein as if fully stated all of the allegations contained in Paragraphs 1 through 33 above.

35. Wis. Stat. § 84.30(2)(b) defines "business area" as follows:

"Business area" means any part of an adjacent area which is zoned for business, industrial or commercial activities under the authority of the laws of this state; or not zoned, but which constitutes an unzone commercial or industrial area as defined in par. (k). In adjacent areas along the interstate system business areas shall be limited to commercial or industrial zones within the boundaries of incorporated municipalities, as those boundaries existed on September 1, 1959, and all other areas where the land-use as of September 1, 1959, was clearly established by state law as industrial or commercial.

36. Wis. Stat. Sec. 84.30(2)(a) defines the "adjacent areas" as follows:

"Adjacent area" means an area which is adjacent to and within 660 feet of the nearest edge of the right-of-way of any interstate or primary highway or the Great River Road, which 660 feet distance shall be measured horizontally along a line normal or perpendicular to the center line of the highway.

37. The subject sign structure is located within a "business area."

38. Wis. Stat. § 84.30(4) establishes those criteria applicable to signs located within business areas. It provides, in relevant part;

The department shall effectively control or cause to be controlled, the erection and maintenance of outdoor advertising signs, displays and devices that are erected subsequent to March 18, 1972 in all business areas. Whenever a bona fide county or local zoning authority has made a determination of customary use, as to size, lighting and spacing such determination may be accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority. In all other business areas, the criteria set forth below shall apply: (State criteria omitted).

39. In order to be considered a bona fide county or local zoning authority which has made a determination of customary use as to size, lighting and spacing, the zoning ordinance of the local zoning authority must be certified by WisDOT under Trans 201.20, Wis. Admin. Code.

40. Trans 201.20(3) provides:

"Local certification" means the department's acceptance, under s. 84.30 (4) (intro.), Stats., of a local zoning authority's determination of customary use as to the size, lighting and spacing of outdoor advertising signs in the zoned commercial or industrial areas of the locality.

41. On information and belief, WisDOT refers to those "bona fide county or local zoning authority' whose "determination of customary use, as to size, lighting and spacing" has been "accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority" as "Certified Cities."

42. Attached hereto as Exhibit A is a copy of a list of "Certified Cities" received by Plaintiff from WisDOT on November 20, 2020.

43. By email exchange on May 25, 2021, Vicki Harkins, Outdoor Advertising Program Lead, Bureau of Highway Maintenance, Division of Transportation Systems Development, Wisconsin Dept. of Transportation, confirmed that no changes had been made to WisDOT's Certified City List since November 20, 2020 and that the Department was not in receipt of any pending applications to have a local ordinance certified. A copy of said email exchange is attached hereto as Exhibit B.

44. The City of Sheboygan does not appear on WisDOT's Certified City List.

45. Wis. Stat. § 84.30(4) mandates that in all "business areas" not located within certified cities, the criteria set forth in Wis. Stat. § 84.30(4) control outdoor advertising sign size, spacing and lighting.

46. Unless a local zoning ordinance is certified by WisDOT under Trans 201.20, Wis. Admin. Code, the local zoning authority cannot impose restrictions on signs located in "business areas" more restrictive than the sign criteria set forth in Wis. Stat. Sec. 84.30(4).

47. Trans 201.20(5)(b), Wis. Admin. Code is the only Wisconsin legal authority providing that a local zoning ordinance may impose more restrictive size, spacing and lighting controls than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

48. Trans 201.20(5)(b), Wis. Admin. Code applies only to certified local zoning ordinances.

49. Trans 201.20(5)(b), Wis. Admin. Code does not apply to local ordinances that have not been certified by WisDOT under Wis. Stat. § Wis. Stat. 84.30(4) and Trans 201.20(3), Wis. Admin. Code.

50. The City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in "business areas" than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

51. The City of Sheboygan has no authority to regulate outdoor advertising signs located in "business areas" as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

52. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in "business areas" than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

53. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate outdoor advertising signs located in "business areas" as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

54. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls on the subject sign structure than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

55. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate the subject sign structure.

WHEREFORE, Plaintiff respectfully requests that the Court enter Judgment as follows:

A. For a finding that a justiciable controversy exists which satisfies the conditions for declaratory relief under Wis. Stat. § 806.04;

B. For a judgment under Wis. Stat. § 806.04 entering the declaratory relief requested herein.

C. For an Order awarding to Plaintiff all allowable costs, disbursements and attorney's fees; and,

D. Any other remedies the Court deems just and equitable.

Dated this 4th day of June, 2021.

VON BRIESEN & ROPER, S.C.

Electronically signed by Kraig A. Byron
By: Kraig A. Byron
State Bar No. 01020236
Attorneys for Plaintiff

von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703
(608) 661-3981
(608) 316-3184 (fax)
kbyron@vonbriesen.com

MUNICIPALITY	DISTRICT	COUNTY	CERT DATE	DE-CERT DATE
Village of Bayside	2	Milwaukee	4/30/1973	
City of Beloit	1	Rock	4/5/1973	
Village of Brown Deer	2	Milwaukee	4/30/1973	
Village ov Chenequa	2	Waukesha	8/20/1973	
Village of Elm Grove	2	Waukesha	8/20/1973	
City of Fond du Lac	3	Fond du Lac	11/12/1975	
Village of Fox Point	2	Milwaukee	6/5/1973	
City of Franklin	2	Milwaukee	6/5/1973	
City of Glendale	2	Milwaukee	6/5/1973	
Village of Greenfield	2	Milwaukee	6/5/1973	
City of Greenfield	2	Milwaukee	8/25/1975	
Village of Hales Corners	2	Milwaukee	6/5/1973	
City of Janesville	1	Rock	3/2/1973	6/5/1984
Village of Lake Delton	1	Sauk	6/13/1977	
City of Madison	1	Dane	2/23/1973	
City of Milwaukee	2	Milwaukee	12/5/1974	
Village of Nashotah	2	Waukesha	8/23/1973	
City of New Berlin	2	Waukesha	8/20/1973	
City of New Holstein	3	Calumet	3/2/1973	
City of Oak Creek	2	Milwaukee	4/6/1973	
City of Platteville	1	Grant	8/17/1973	
City of Richland Center	5	Richland	8/21/1973	12/17/1974
Village of Suring	3	Oconto	8/27/1975	
City of Tomah	5	Monroe	8/22/1973	7/5/1990
City of Viroqua	5	Vernon	4/14/1975	
City of West Allis	2	Milwaukee	8/29/1975	

From: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Sent: Tuesday, May 25, 2021 11:08 AM
To: Kraig A. Byron <kbyron@vonbriesen.com>
Cc: Melissa J. Johnson <mjohnson@vonbriesen.com>
Subject: [EXTERNAL] RE: City of Sheboygan

Hi Kraig,
I hope all is well with you too. We have not made any additions or deletions to the list of certified cities.

We also do not have any pending applications.

Thanks,
Vicki

Vicki Harkins
Outdoor Advertising Program Lead
Bureau of Highway Maintenance
Division of Transportation Systems Development
Wisconsin Dept. of Transportation
Vicki.harkins@dot.wi.gov
Office: 608-266-3611
Cell: 608-512-3588

From: Kraig A. Byron <kbyron@vonbriesen.com>
Sent: Tuesday, May 25, 2021 10:42 AM
To: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Cc: Melissa J. Johnson <mjohnson@vonbriesen.com>
Subject: RE: City of Sheboygan

Vicki,

I hope you are well and starting to resume some sense of normalcy. On November 20, 2020, you provided me with the Department's Certified City List. Have there been any changes to the list since that time? Also, are there any pending applications to have a local ordinance certified?

Thank you very much.

Best regards,

Kraig A. Byron |
Direct: 608-661-3981 | kbyron@vonbriesen.com

From: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Sent: Monday, November 23, 2020 2:56 PM
To: Kraig A. Byron <kbyron@vonbriesen.com>
Cc: Thomas S. Hornig <thornig@vonbriesen.com>; Melissa J. Johnson <mjohnson@vonbriesen.com>; Culbert, Anthony - DOT <Anthony.Culbert@dot.wi.gov>
Subject: [EXTERNAL] RE: City of Sheboygan

Hi Kraig,

I hope all is well with you. Here is the certified city list.

Thank you,
Vicki

Vicki Harkins
Outdoor Advertising Program Lead
Bureau of Highway Maintenance
Division of Transportation Systems Development
Wisconsin Dept. of Transportation
Vicki.harkins@dot.wi.gov
Office: 608-266-3611
Cell: 608-512-3588

From: Kraig A. Byron <kbyron@vonbriesen.com>
Sent: Monday, November 23, 2020 12:43 PM
To: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Cc: Thomas S. Hornig <thornig@vonbriesen.com>; Melissa J. Johnson <mjohnson@vonbriesen.com>; Culbert, Anthony - DOT <Anthony.Culbert@dot.wi.gov>
Subject: RE: City of Sheboygan

Dear Vicki,

I hope you are well. Per the below email exchange with Tony, please provide me with a complete list of "certified cities" under Wis. Stat. Sec. 84.30(4). I specifically asked Tony about the City of Sheboygan, but I have questions regarding other local zoning authorities as well and do not want to continue to pester you with inquiries.

Thank you very much.

Kraig A. Byron |
Direct: 608-661-3981 | kbyron@vonbriesen.com

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Link Media Wisconsin, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000211
Class Code: Declaratory Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 300
SHEBOYGAN CITY HALL
SHEBOYGAN WI 53081

Case number 2021CV000211 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 616225

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: June 7, 2021

II

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

Submitting a claim from Robert Konrad for alleged damages to his basketball cover when it was hit by a garbage truck.

FHP

_____
CITY CLERK

DATE RECEIVED 6-11-2021 RECEIVED BY MKC

CLAIM NO. 5-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 11 2021

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

1. Name of Claimant: Robert Konrad
2. Home address of Claimant: 521 Michigan Ave
3. Home phone number: 920-377-0545
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 4-14-21 9:00 Am
6. Where did damage or injury occur? (give full description) Alley at 521 Michigan. Basket Ball cover Damaged.
7. How did damage or injury occur? (give full description) Garbage truck Arm Hit Basket Ball cover and Damaged cover.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: _____
   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: _____
   (b) Claimant's statement of basis for such liability: _____

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

_____

_____

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

_____

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

Auto:	$_____
Property:	$ 35.84
Personal injury:	$_____
Other: (Specify below	$_____
TOTAL	$ 35.84

Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

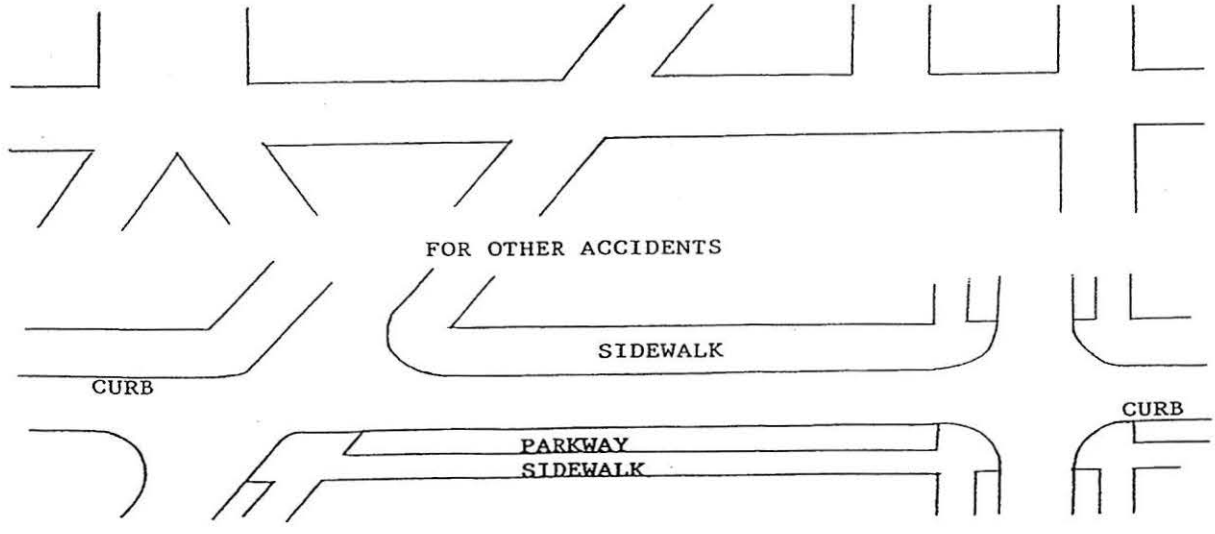
Names and addresses of witnesses, doctors and hospitals: _____

_____

_____

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Bob Konrad

Claimant's Address: 521 Michigan Ave

Claimant's Phone No. 920-377-0545

Auto	$ —
Property	$ 35.84
Personal Injury	$ —
Other (Specify below)	$ —
TOTAL	$ 35.84

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 35.84.

SIGNED [signature] DATE: 6/8/2021

ADDRESS: 521 Michigan Ave

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

SPALDING
TRUE TO THE GAME

Fruit of the Loom Direct, Inc.
CORRESPONDENCE ADDRESS:
PO BOX 90015
BOWLING GREEN, KY 42102-9015

INVOICE NO.	INVOICE DATE
302885108	04/27/2021
ACCOUNT NO.	**CUSTOMER NO.**
954100	954100
PAYMENT TERMS	
CREDIT CARD	
FOB	
Alexander City, AL	
REMIT TO:	
. 32791 Collection Center Drive Chicago, IL 60693-0327 US	

SOLD TO:

SPALDING.COM
Bob Konrad
822 N 14th St
Sheboygan, WI 53081-3810

SHIP TO:

SPALDING.COM
Bob Konrad
822 N 14th St
Sheboygan, WI 53081-3810
US

CUSTOMER PO NO.	DEPT NO.	STORE NO.	ORDER NO.	ACK. NO.	SLMN	CATALG	CHNL CODE
SPA00272120		72120	16856635	16856635	10000	20738	

ORDER DATE	CARRIER	PRO NO.	CASE NO.	NO. OF CASES	WEIGHT
04/25/2021	FEDEX - HOME DELIVERY	000018918	6121474035	1	6 LB

VENDOR ITEM	COLOR	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
		BILL OF LADING: 000018918				
9266100		COVER,FRONT & POLE NEST,BOXED,CUSTOMER S	1	EA	24.99	24.99

THANK YOU FOR YOUR BUSINESS

TOTAL QTY.	MDSE TOTAL	ALLOWANCES	TAX	FREIGHT & HANDLING	ADDL CHARGES	**TERMS DISCOUNT	TOTAL DUE
1	24.99		1.86	8.99			35.84

**Terms Discount – May only be deducted if paid by the payment terms due date.
We hereby certify that all goods and services covered by this invoice were produced and furnished in compliance with all applicable requirements of the FLSA, as amended, and of regulations and orders issued by the U.S. Department of Labor. We guarantee that the textile fiber products specified herein are not misbranded nor falsely nor deceptively advertised or invoiced under the provisions of TFPIA and rules and regulations thereunder, or under other applicable law. Continuing guaranty under the FFA filed with the CPSC and under the TFPIA filed with the FTC. The above referenced Purchase Order is subject to the terms and conditions of seller, unless otherwise agreed in writing by the parties. Each shipment and corresponding invoice is governed by and construed under the laws of the Commonwealth of Kentucky, regardless of its conflicts of laws principles.
FOR CPSIA INFO E-MAIL: CPSIACOMPLIANCE@FRUIT.COM OR CALL 270-901-6419

II

R. O. No. ____ - 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)

No.	Name	Address
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. 13th Street
3690	Kraus, Elizabeth G.	835 Ashland Avenue
1672	Mata, Parker L.	4311 Liberty Court Apt. AA202
3689	McGrew, Abigail L.	3331A S. 11th Place
3697	Momma, Takashi	2923 Superior Avenue
3682	Museus, Clifford W.	1137 240th Street, Dresser
3691	Patterson, Susan A.	922 N. 36th Street
3684	Twining, David B.	1333 North Avenue
1302	Wallner, Heidi A.	2220 S. 16th Street

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

No.	Name	Address
6116	Altwies, Kylene A.	2103A S. 7th Street
9427	Bedore, Amanda L.	2222 N. 18th Street
7538	Beeck, Michael K.	2133 N. 20th Street
3154	Bonebrake, Amber L.	W6078 County Rd. MM, Elkhart Lake
2898	Bonnett, Jodi	705 S. 26th Street
0276	Burch, Cassandra J.	2419 Erie Avenue
1971	Butler, Charles E. (CLUB)	713 Fairway Drive
5340	Call, Matthew D.	1617 N. 35th Street
2087	Darling, Joann M.	W8317 Center Road, Glenbeulah
8213	Dern, Kathy M.	2613 N. 10th Street
0092	Ehler, Kristi L.	609 N. 25th 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. 27th Street Apt. 101S
2005	Momma, Catherine	2923 Superior Avenue

AHPS

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. 9th 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. 27th Street
3044	Shufflebotham, Donald J.	2314 N. 9th Street
0316	Stemper, Sarah M.	811 N. 37th Street
0881	Tryba, Michael A.	2413 S. 12th Street
2971	Turgeon, Tanya M.	711 Ashland Avenue
6803	Wilsing, William J. (CLUB)	4454 Idlewild Lane

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

No.	Name	Address
2389	The Epicure Lounge	1116 Michigan Avenue

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

No.	Name	Address
2258	Curative Therapies LLC	1415 N. 13th Street

II

R. O. No. _____ - 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 noisey, many times untill 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 COMMITTEE OF THE WHOLE. June 21, 2021.

Your Committee 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.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.1

R. C. No. 21 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. May 17, 2021.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 10-21-22 by Director of Human Resources and Labor Relations submitting the Internal Controls Assessment - City of Sheboygan - Benefits Administration Assessment dated April 19, 2021 which was prepared by CliftonLarsonAllen LLP ("CLA"); recommends the document be referred to the Committee of the Whole.

refer to COW.

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 10 - 21 - 22. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS. May 10, 2021.

Submitting the Internal Controls Assessment - City of Sheboygan - Benefits Administration Assessment dated April 19, 2021 which was prepared by CliftonLarsonAllen LLP ("CLA").

Director of Human Resources
and Labor Relations

Create Opportunities

We promise to know you and help you.



April 19, 2021

Internal Controls Assessment

City of Sheboygan – Benefits Administration Assessment

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WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

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Background

During 2020, the City of Sheboygan's Human Resource Department (HR) had undergone various personnel and benefit administration changes. After these changes, various questions have arisen related to policies, procedures, and the overall administration of benefits for current and former city employees. As a result, the City's Administrator and Director of HR and Labor Relations contacted CliftonLarsonAllen, LLP, and engaged the firm to complete an Internal Controls Assessment of the Benefits Administration through facilitated discussions with various City personnel. (Note: This assessment cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations.)

Executive Summary

Key Findings:

When inquired, HR personnel were unable to provide details related to the overall transactional completeness and accuracy of claims, premiums, benefits, and other contractual liabilities related to current and retired employees. In addition, our assessment identified a specific **High** Risk Finding in which City finance personnel were unaware of some of the relationship between Payroll and Benefit transactions and the corresponding financial reporting. Specifically noted: 1) there was no defined policy for overriding the established benefits plan 2) the was no ability of personnel to determine whether the Fire Department's "Sick Leave Pool" (i.e., Pre – 1985 Pool of Donated Sick Leave estimated to be $1.2M) liability is appropriately recorded and 3) the Police Department Employees were receiving both Good Attendance Credits and Sick Leave Pool Credits for hours accrued over 1,150. The Good Attendance Credits were recorded in the MUNIS System while the liability for the Sick Leave Pool was not recorded to the financial statements. These findings indicate gross negligence with regard to the design and execution of process and controls over financial reporting.

As a result of these findings, the City's **Control Environment**[1], is considered deficient and is defined as a **Material Weakness**[1].

Establishing a sound Control Environment demonstrates a commitment of integrity and ethical values at all levels of an organization. Establishing this environment assists current and future teams by:

1) Setting the appropriate tone at the top;
2) Providing adequate direction on policy, procedures and controls; and
3) Ensuring that established governance is maintained and followed.

Recommendation:

To the extent practical, the City of Sheboygan should focus their remediations efforts on:

1) The governance over new and/or existing payroll & benefit policies, procedures and controls;
2) Validating the completeness and accuracy over payroll and benefit transactions;
3) Increased Finance Department oversight of payroll & benefit transactions included in its financial reports;
4) Validating the Pre-2021 impact of irregular and potentially improper payroll & benefit transactions;
5) Completing an assessment of current processes and controls within the City's Purchasing and Financial Reporting Departments; and
6) Performing an annual fraud risk assessment.

Specifically, with the assistance and cooperation of the City's Finance Department, the HR Department should immediately complete a 'transaction map' to ensure all compensation and benefit related charges and liabilities are completely and accurately reflected within the City's financial statements.

See the **Statement of Aggregated Deficiencies**, beginning on page 7, for a detailed listing of processes reviewed, risks identified, and leading practice recommendations.

Overall, if issues surrounding the Control Environment, as well as the uncertainty around the completeness and accuracy of financial statements persist, the City will remain exposed to fraud, financial and reputational risks.

[1] See **Appendix I – Definitions** for additional details.

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Objectives and Scope

The objective of the Benefits Administration Internal Audit Assessment was to review and evaluate current processes and controls against leading practices, as well as to propose future state changes that will help mitigate risks and better support internal controls.

CLA performed a Benefits Administration Internal Controls Assessment, for the City of Sheboygan, under the direction of management. The following areas were in-scope for this engagement:

- Internal Administrative Controls
- Past Practices
- Application of Policies and Procedures
- Benefits included:
    - Short-term and long-term disability premium reporting
    - The application and reporting of spousal surcharge waivers
    - The application of HSA payments to retirees
    - Manual overrides of specific prescription benefits
    - Administration of short-term benefits
    - Chamber of Commerce purchases/cash benefits
    - Distribution of gift cards and other personal benefits
    - Police and Fire Department sick bank management and monitoring
    - Other identified Benefits areas

(Note: For all services provided, management agreed to assume all managerial responsibilities; oversight of the services; as well as the evaluation and adequacy of the conclusions reached.)

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Procedures Performed

Various techniques were used to assess the effectiveness of the internal controls over the administration of benefits for the City of Sheboygan. Techniques utilized included, but were not limited to, gathering supporting documents (i.e. describing current state processes (e.g., policies, procedures, flowcharts, reconciliations, analyses, etc.), conducting walkthroughs and interviews with members of the city's Human Resource, Finance and Administrative Departments.

- Human Resources
  - Vicky Schneider, Director of Human Resources and Labor Relations
  - Sandy Halvorsen, Compensation Administrator
  - Denise Clarke, HR Generalist
- City Administration
  - Todd Wolf, City Administrator & Comptroller
- Fire Department
  - Eric Montellano, Fire Chief
  - Dean Klein, Assistant Chief
- Police Department
  - Christopher Domagalski, Police Chief
- USI (Benefits Broker) - https://www.usi.com/
- Finance
  - Daniela Tainer-Partipilo, Interim Finance Director

We would like to acknowledge and thank management with whom we interacted. The time, effort, and insight they provided were instrumental in our understanding of the former and current state processes and procedures. In addition, upon our request for answers and supporting documentation, they promptly provided us with necessary information to complete our assessment.

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Closing

We wish to extend our appreciation to management and staff for their timely cooperation and assistance during the project.

****

This report has been prepared in accordance with Statement of Standards for Consulting Services issued by the American Institute of Certified Public Accountants and is solely for use by management. It is not intended for use, in whole or in part, by outside parties without the specific consent of CliftonLarsonAllen LLP.

CliftonLarsonAllen LLP

April 19, 2021

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Statement of Aggregated Deficiencies

Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
City Administration	Fire Department sick bank	Policies and Procedures	The City has not developed defined Policies & Procedures to manage the Fire Department's sick leave pool.	The failure to have documented Processes puts the City at risk in the event a Fire Fighter suffers an injury/illness and is denied a pay-out from the pooled time. By not recognizing the liability the City is misstating their financials. In the current union contract there is some discretion allowed the Chief to utilize or pay days from the sick leave pool; in some cases that level of discretion has the potential to be construed as discriminatory.	The City should document the policies and procedures around the Fire department's sick leave pool by defining pool eligibility, calculation of benefits, term of benefits, and delegation of authority surrounding updates and/or modifications to the administration of it. The Union contract was recently entered into, the City will not be able to re-negotiate the contract for another 3 years. The City might consider separately negotiating with the union to value the liability at the 1985 dollar values and to pay out liability by purchasing short-term disability contracts for union fire fighters until the funds are exhausted and then transition these policies over to each individual union member.	1
Finance	Fire Department sick bank	Reconciliation	The Fire Department's sick leave pool represents time donated from the 1960's through 1984 and there are approximately 3,300 days (8 hrs/day) included within the pool. Through discussions with all of the parties involved, it is our understanding that the liability is not included within the City's Financial Statements.	Liabilities are not properly recorded to general ledger.	The City should also work with the Union to properly value the liability, and ensure it is properly recorded within the financial statements.	1

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Code of Conduct	There currently is no "Code of Business Conduct and Ethics" acknowledgement included within the Employee Handbook that is reviewed and acknowledged by all employees.	Without the proper tone from organizational leadership, the organization is susceptible to increased reputational risks, which can be significant as strategic, operating, and financial risk.	Employees must sign the Code of Conduct and Ethics on an annual basis. That includes language that states City employees will be disciplined up to an including dismissal for failure to follow the Code of Conduct and Ethics.	2
Entity Level Controls	Control Environment	Whistleblower	There currently is no Employee Hotline" for an employee to report unethical and/or inappropriate activities.	Without the proper tone from organizational leadership, the organization is susceptible to increased reputational risks, which can be as great as strategic, operating, and financial risk. In addition, 43% of all frauds are identified via Whistleblowers versus an annual audit program.	We recommend that the organization implement an anonymous forum for employees to communicate fraudulent, erroneous, and unethical or immoral activities.	2
Human Resources	Short/Long Term Disability	Enrollment - Annual	On an annual basis, American Fidelity manages the City's open enrollment process. After the open enrollment period ends American Fidelity submits a census with every employee and the benefits they have selected. This census is then used to update Munis but there is no formal documentation that Munis has been accurately updated.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity census and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2

Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Short-term/long-term disability	Enrollment - Updates and Modifications	For employees hired in the period between open enrollments American Fidelity will submit a form to HR with the individual's benefit selection and these selections are entered into Munis.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity bi-weekly monthly and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2
Human Resources	Short-term/long-term disability	Administration of Benefits	Currently, American Fidelity manages the processing of all Short-term/long-term disability claims. Independently, the City has allowed employees to donate vacation time to co-workers in an effort to subsidize decreases in pay as a result of the disability claim (i.e. STD covers 60% wages).	The processing of payment of donated time to employees is in violation of the short-term and long-term disability insurance benefits. In addition, these payments would appear to contradict any previously approved, standard employee compensation and benefits packages.	We recommend that the organization discontinue this practice, and encourage employees to manage these efforts outside of the City's Administrative Services.	2
Finance	Short-term/long-term disability	Premium Payments	On a monthly basis, American Fidelity submits an invoice for the premiums of all employee benefits under their administration. The invoice is received by Human Resources and submitted to Accounting for payment without any review or approval.	The lack of review of employees (current and retired) benefit premiums could result in erroneous and inaccurate benefit payments.	The American Fidelity benefit payments should be reconciled to the organization's payroll records and tied to supporting documentation to ensure their completeness and accuracy. In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.	2

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Annual	On an annual basis, American Fidelity manages the City's open enrollment process. After the open enrollment period ends American Fidelity submits a census with every employee and the benefits they have selected. This census is then used to update Munis but there is no formal documentation that Munis has been accurately updated. In addition, the City has allowed certain individuals to enroll with UHC (United Healthcare) as their provider for Medical Insurance.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity, and UHC, census and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Updates and Modifications	For employees hired in the period between open enrollments AF will submit a form to HR with the individual's benefit selection and these selections are entered into Munis. In addition, the City has allowed certain individuals to enroll with UHC (United Healthcare) as their provider for Medical Insurance.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity, and UHC, bi-weekly and/or monthly and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Finance	Employee Benefits (Health, Dental, Vision etc.)	Premium and Claim Payments	On a monthly basis, the City's Insurance providers submit an invoice for the premiums and claims for all employee benefits/claims processed under their administration. The invoices are received by Human Resources and submitted to Accounting for payment without any review or approval.	The lack of review of employees (current and retired) benefit premiums/claims could result in erroneous and inaccurate benefit payments.	The American Fidelity benefit payments should be reconciled to the organization's payroll records, and tied to supporting documentation to ensure their completeness and accuracy. In the same manner, the organization should reconcile their claim payments to the claim details provided by the provider. In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.	2
Finance	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	Per discussion with USI, the City's Insurance Broker, on a monthly basis, the City's Insurance providers submit invoices for all employee claims processed. (Note: The claims processed include any and all manual overrides. It was also noted during our discussion that these overrides are not specifically identifiable within the claims report.) The invoices are received by Human Resources and submitted to Accounting for payment without any review or approval.	The lack of review of employees (current and retired) claims could result in erroneous and inaccurate payments.	The documentation collected to authorize a manual override should be maintained. In addition, upon the receipt of the month-end claims report, that evidence should be reconciled against the report to support any overrides processed. This reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.	2

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	HSA Contributions	Enrollment - Annual	City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation of the eligible HSA donation recipients should be compared to those marked to receive the payments within Munis.	2
Human Resources	HSA Contributions	Enrollment - Updates and Modifications	City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation of the newly eligible HSA donation recipients should be compared to those marked to receive the payments within Munis.	2

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Finance	HSA Contributions	Administration of Benefits - HSA Contributions	City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment.	Employees or Retirees who are not entitled to a contribution are improperly given a HSA contribution.	Once the listing of employees entitled to a HSA contribution is compiled a second knowledgeable employee should review the listing comparing it to the supporting documentation and sign-off indicating their review. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment. In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.	2
Accounting	Retirement payouts Review and Approval	Management Review and Approval	All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS.	Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud.	Prior to the checking of checks, formal supporting documentation, and approval must be obtained to ensure payments made are reasonable and accurate.	2

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Delegation of Authority	During our discussion with HR and Accounting representatives CLA was made aware of instances where invoices were paid without proper approval. Some of these involved payments using only email documentation as support.	Expenditures incurred may not be properly approved.	The creation and implementation of City-wide Delegation of Authority Matrix is to be completed. •Primary operating categories are to be established and defined (e.g. Projects, Operating Expenses, Inventory Expenses, Balance Sheet Disposals and Write-offs, Treasury, etc.) •Secondary operating categories are to be established and defined (e.g. Included, but are not limited to: Operating Expenses: Utilities, Ordinary Maintenance, Department Consumables, etc.) •Inventoriable Items: Highway Supplies (road salt, asphalt supplies, signs, etc.) and Technology Service Supplies (Computers, Cable, Wireless Access Points, G-BICs, etc.) (Note: In general, these will need to be defined, by the department, to properly identify and classify their significance.) •Monetary approval thresholds are to be established and defined by the Primary and Secondary categories, as well as the Department. For example: $0-$999 Functional Manager $1,000-4,999 Department Director $5,000-$24,999 City Administrator Greater than $25,000 City Council	3

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Policies and Procedures	The City has not developed defined Policies & Procedures to manage the company's Human Resources, Purchasing, Accounting and Financial Reporting Processes. Specifically related to the assessment of Benefits Administration, the policies and procedures would identify the Human Resource/Accounting tasks utilized to record and recognize Human Resource transactions, e.g., Benefit Eligibility, Benefit Payments, Short Term / Long Term Disability, Retirement, Severance, Health Claim Expenditures and Other (i.e. Chamber Cash) which have a financial statement impact.	The failure to have documented policies and procedures puts the City at risk in the event Key Personnel are unable to perform the required work. The lack of defined Policies and Procedures can lead to numerous issues when preparing the company's financial statements, safeguarding its assets and the organization's ability to operate effectively.	The City should complete an evaluation of its current existing policies and procedures, determine those that exist and those that do not. In addition, each department should be required to complete an assessment of their policies and procedures on a 3-5 year rotation to ensure their completeness and accuracy. Specifically, based on this assessment we recommend the following departments also be assessed immediately: 1) Finance, and 2) Purchasing.	3
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Benefit Providers Selection Processes	Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees.	Without proper procedures in place, the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators.	A health and benefits committee should be established to ensure benefit provider have been fully vetted, and authorized by the appropriate City Officials and/or Administrators. Meeting minutes should be compiled, maintained, and circulated to ensure topics and decisions are shared among stakeholders.	3
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Spousal Surcharge	Using Munis, employees who selected Employee and Spouse or Family insurance coverage are identified and a list of those individuals is created.	Employees who do not qualify for the surcharge waiver were allowed to avoid the $1,200 surcharge via an informal waiver.	The listing of individuals carrying spousal or family coverage should be obtained from Munis. A secondary review of the listing should be compared to supporting documentation and verified by a second independent individual. Evidence of the review should be maintained.	3

Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Spousal Surcharge	Annually a letter submitted to the City employees to verify that their spouse is not eligible for employer provided insurance. Individuals who select City Insurance but whose spouse is eligible for coverage through their employer are assessed a $1,200 fee. In addition, the fee is assessed for employees who do not reply to the letter in the prescribed time frame. There are currently no formal controls around this process.	Employees who do not qualify for the surcharge waiver were allowed to avoid the $1,200 surcharge.	Using the generated list of individuals carrying spousal or family coverage letters should be submitted regarding the spouse's availability for alternative health insurance coverage. Responses to the letter should be tracked and the fee if applicable assessed. The completed documentation should be reviewed by a second employee.	3
City Administration	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	There are no specific policies or procedures authorizing or restricting the use of manual medical coverage overrides.	Improperly approved medical benefit overrides will result in inaccurate premiums for employees, and an underfunding of the City's health benefits. In addition, this could open the City up to additional liability if any of the overrides had led to additional medical procedures or may be construed as discriminatory.	City Officials and/or the administrator should define the use and/or restriction of manual overrides of medical procedures.	3
City Administration	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	If allowable, there is no formal delegation of authority to ensure manual overrides are appropriately reviewed and approved prior to processing.	Improperly approved benefit overrides would result in inaccurate (i.e. lower) premiums for employees, and an underfunding of the City's health benefits. In addition, this could opened the City up to additional liability if any of the overrides had led to additional medical procedures. (For example, if an administrator had authorized an elective surgery (i.e. gastro bypass), and there were complication, the City would be liable for any and all additional surgeries to mitigate the complications.)	City Officials and/or the administrator should define the appropriate level of authority (e.g. HR Director, City Administrator, and/or a Benefits Committee) required to appropriately approve medical procedures and prescription that are not covered under the employee benefit plan.	3

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Chamber of Commerce purchases/cash benefits	Policies and Procedures	As a benefit of using a City approved health provider employees were given "Chamber Cash". This program was not an 'official' City benefit.	Improperly authorization of incentive programs could lead to erroneous transactions.	City Officials and/or the administrator should define the use and/or restriction of any incentive programs. If the City decides to allow this program a formal process should be established for approving the issuance and requiring proper documentation.	3
Finance	Chamber of Commerce purchases/cash benefits	Administration of Benefits - Chamber Cash	As a benefit of using a City approved health provider employees were given "Chamber Cash". This program was not an official City benefit but was available to individuals who were aware of the program via flyers. There was no formal vetting of the expenses the employees were claiming, and accounting did not require back-up prior issuing checks for the purchase of "Chamber Cash"	Improperly issued "Chamber Cash" exposes the City to waste or abuse.	The documentation collected to authorize a Chamber Cash should be maintained and utilized to support check requests. Leading practice would indicate that the policy, supporting documentation, and management approval would be utilized for these type of check requests prior to the processing of each payment.	3
Human Resources	Police Department sick bank management and monitoring	Policies and Procedures/ Management Review and Approval	The City has not developed defined Policies & Procedures to manage the Police Department's sick leave pool. The Police Department's sick leave pool represents time donated from the current officers in excess of 1,150 hours. There is no formal City policy regarding the use of this time, and it is not tracked in Munis indicating the liability is not recorded on the City's Balance sheet.	The failure to have documented Processes puts the City at risk in the event an Officer suffers an injury/illness and is denied a pay-out from the pooled time. In the current union contract, there is some discretion allowed the Chief to utilize or pay days from the sick leave pool; in some cases that level of discretion has the potential to be construed as discriminatory.	The City should formally document the policies and procedures around the Police department's sick leave pool and record the resulting liability and calculated the correct liability value using some expedient manner. The City might consider separately negotiating with the union to pay out the liability by purchasing short-term disability contracts for union police officers until the funds are exhausted and then transition these policies over to each individual union member.	3

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Retirement payouts Review and Approval	Management Review and Approval	All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS.	Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud.	Based upon the retirees department HR should create an excel workbook for the retirement calculation. The excel workbook should include an Instruction Tab, which pulls in data from the appropriate Contract, and perhaps has locked cells, so that the only details being added are those directly from Munis. All values should be supported by the contract and minis data.	3
Human Resources	Retirement payouts Review and Approval	Management Review and Approval	All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS.	Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud.	All Retirement Payouts should be reviewed and approved in accordance with established signature guidelines.	3
Purchasing	Employee Benefits (Health, Dental, Vision etc.)	Purchasing Policies	Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees.	Without appropriate purchasing policies and procedures, the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators.	For any large purchase is to do an RFP process of 2-3 vendors for proper price comparison and stewarding of the City's tax roll. Additionally, city ordinance may already require more than one quote for new contracts.	4

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Purchasing	Employee Benefits (Health, Dental, Vision etc.)	Delegation of Authority	Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees.	Without appropriate delegations of authorities, the city the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators.	City Officials and/or Administrators should define an appropriate delegation of authorities related to the review and approval of contract related to employee compensation and benefits.	4
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Spousal Surcharge	It is our understanding that the prior Benefits Coordinator had been waiving the spousal surcharge for herself and potentially other City Employees.	Employees who do not qualify for the surcharge waiver are allowed to avoid the $1,200 surcharge.	A forensic analysis should be completed to review spousal surcharges, likely dating back several years, to compare and determine, to the extent possible, the magnitude and significance of the issue.	4

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	The City's benefit (health, dental, vision, etc.) claims are managed and processed by their providers, based on negotiated coverages. Based on those coverages, the insurers process claims and/or co-payments per the defined plan. Once processed, the covered amounts are paid by the City, with the deductible and co-payments amounts processed by the employees (i.e. current and former) enrolled in the plans. Seeing as though the City is Self-Insured, they have the ability to process Manual Overrides for any/all procedures or medications regardless of those stated within negotiated/approved benefit packages. Prior to Jan 2021, the prior Benefits Administrator was contacting USI, their Insurance Broker, and manually overriding an unknown amount of medically requested prescriptions/procedures.	Improperly approved benefit overrides would result in inaccurate (i.e. lower) premiums for employees, and an underfunding of the City's health benefits. In addition, this could open the City up to additional liability if any of the overrides had led to additional medical procedures. (For example, if an administrator had authorized an elective surgery (i.e. gastrobypass), and there were complication, the City would be liable for any and all additional surgeries to mitigate the complications.)	A forensic analysis of previously processed overrides should be completed to determine the magnitude and potential pending liabilities of overrides processed.	4

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources/ Accounting	HSA Contributions	Administration of Benefits - HSA Contributions	According to management, in prior years some retirees participating in the benefits plans received a donation into their HSA account. This was determined to have been completed within error.	The lack of review of employees (current and retired) claims could result in erroneous and inaccurate payments.	A forensic analysis should be completed to review HSA contributions, likely dating back several years, to compare and determine, to the extent possible, the magnitude and significance of the issue.	4
Human Resources	Chamber of Commerce purchases/cash benefits	Administration of Benefits - Chamber Cash	The prior benefits administrator had been authorizing Chamber Cash Payments without proper segregation of duties and delegation of authorities. Over the course of several years $13K in Chamber Cash Payments has been paid out.	Improperly issued "Chamber Cash" exposes the City to waste or abuse.	A forensic analysis of previously processed Chamber Cash payments should be completed to determine the magnitude, accuracy, and usage of certificates granted.	4

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Enterprise Risk Assessment	The City has not developed and implemented a formal Enterprise Risk Management (ERM) Program. ERM is a process that identifies, assesses, and prepares an organization to address those risks, dangers, hazards, and potential disasters that could interfere with the entity's operations and objectives.	An ERM process provides an organization with a framework for identifying particular events or circumstances that are relevant to the organization's objectives (risks and opportunities), assessing them in terms of likelihood and magnitude of impact, determining a response strategy, and a monitoring process. By identifying and proactively addressing risks and opportunities, organizations can protect and create value for the entity's stakeholders. When properly implemented, ERM will enable greater enterprise-wide discipline and reliability to help better manage risks. Some benefits would include: • Reduces chance of crises and problems, thereby allowing leadership to focus more on mission priorities • Helps protect the entity's reputation • Identifies, elevates, and manages risks so that the right risks get to the right people at the right time • Creates a culture where risk identification and elevation is encouraged and rewarded • Builds line-of-sight into risks across organizational silos to create the opportunity to leverage mitigation approaches for risks with similar root causes • Provides greater knowledge and insights into enterprise risk to improve resource allocation and strategic decision-making	The City should consider developing and implementing an ERM Program to enhance their ability to detect, assess and manage risks impacting the City and its operations. The ERM program would be reviewed and updated annually in order to reflect the changing environment that the City operates.	5

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Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Segregation of Duties	The City has not developed and implemented a Segregation of Duties Matrix that identifies the both the System Access and Employee Responsibilities. Currently employees are able to initiate retirement payout transactions and authorize payments for those payments.	A combination of two or more of the responsibilities, which are noted below, creates SOD conflicts and subjects an organization to the potential occurrence of fraud as well as its concealment. To the extent practical, the following activities are to be segregated amongst employees: • the ability to execute benefit transactions; • the ability to record benefit transactions; • having custody of assets; and • having responsibility to reconcile the transaction.	The organization should regularly perform a review of organizational duties to ensure no high risk segregation of duties conflicts exist. On a semi-annual to annual basis, an access review is initiated to ensure authorized personnel have access to financial systems and transactions. On an annual basis, an access review is initiated to ensure authorized personnel have access to bank accounts.	5

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Appendix I – Definitions

Material Weakness - AICPA AU Section 325 defines a *material weakness as a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. Indicators of material weaknesses in internal control include identification of fraud, whether material or not, on the part of senior management; ineffective oversight of the entity's financial reporting and internal control by those charged with governance. Root causes for possible material weaknesses: absent or inadequate segregation of duties within a significant account or process; absent or inadequate controls over the safeguarding of assets; inadequate design of IT general and application controls that prevent the information system from providing complete and accurate information consistent with financial reporting objectives and current needs.*

Control Environment - The control environment describes a set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. According to the Institute of Internal Auditors (IIA), a control environment is the foundation on which an effective system of internal control is built and operated in an organization that strives to 1) achieve its strategic objectives, 2) provide reliable financial reporting to internal and external stakeholders, 3) operate its business efficiently and effectively, 4) comply with all applicable laws and regulations, and 5) safeguard its assets.

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Appendix II – Delegation of Authority

Delegation of Authority Matrix

Policy No. 201.000

Effective August 14, 2018

	Project Related	Ordinary Course (1)		Customer Accomodations	Customer Contracts	Leases	Balance Sheet Disposal/Write Off	Acquisitions & Dispositions	Routine Treasury Matters	Other (6)
		Operating Exp	Inventory (2)							
Activity Type:	NPI Innovation CapEx Non-Recurring Outside Services External Resources	Ordinary Maintenance Plant Consumables Utilities Recurring Outside Services Freight and duties Cycle Count/Inventory Adj	Direct Material Excess of SOP)	Credit Memos Concessions Rebates Sales Promotions Lower Realized Returns	Rebates (3) Sales Promotions Pricing Master Agreements with Key Accounts (4) Dealer & Buying Group Contracts Other Mktg & Sales Agreements Credit Limits and Terms exs (5)	All Leases (Property, Plant, Equipment) Renewals / Extensions	Fixed Assets Inventory Bad Debt Intangibles Assets Goodwill	Business Technology Asset Groups Joint Ventures	Bank Accounts (opening or closing) Borrowings Guarantees Letters of Credit Cash Investments	Related Person Transactions PwC Engagements (Board Approved) NTW Engagements (Board Approved) Securities Issuances, Incl. Equity Compensation Legal and Risk Management - Litigation - Settlements & Liability Disputes - Intellectual Property Matters - Insurance Matters HR & Compensation: - Employment Disputes - Hiring, Promotions and Termination Restructuring + Intercompany Agreements ++ All Other Treasury Matters +++ - Derivatives - Financing in excess of prior approvals - Settlements
Approval Process Initiated:	Business Case Review Budget/Outlook Contract Terms (RFI & RFQ, SOW, Master Agreements) Sourcing Approval (7)	SOP Budget/Outlook Sourcing Approval (7)		Terms: Refer to policies	Business Case Contract Legal Review	Business Case Review Budget/Outlook Covenant Compliance Purchase vs Lease analysis	Terms: Fixed Asset Disposal Bad Debt D&O Impairment Analysis	Business Case Due Diligence	Covenant Compliance Other Treasury Policies and Standing Approvals	
Approval Granted by:	Project	Individual PO's/Payment Request		Transaction	Contract	Lease	Incident Level	Transaction	Transaction	Transaction or Contract

Approvals are required at the highest level only. Highest level authorizer may request additional approvals if deemed necessary. (8)

All figures in USD 1,000 (Convert Non-USD Currency using most recent published rate)

$0-1				Cust Svc	Brand Finance Lead VP Marketing Managing Director (9)		Functional Manager			General Counsel CEO (Additional Management and/or Board Approvals as they may determine)
>$1-5	Functional Manager	Functional Manager		Functional Manager			Controller			
>$5-25				Controller						
>$25-50	Controller	Controller		Director ** or Corp Assistant Controller	+++ Credit Limits: ≤ $50k Credit Clerk ≤ $200k Controller ≤ $1m Credit Mgr ≤ $2m Director of Finance ** or VP Fin ≤ $5m CFO > $5m CEO		Director ** or Corp Assistant Controller			
>$50-100	Director ** or Corp Assistant Controller	Director ** or Corp Assistant Controller	Managing Director (9)			Director** Corporate Treasurer		Corp Treasurer VP Tax COO CFO CEO CHRO (10) General Counsel EVP Strategy	Assistant Treasurer or Treasurer (subject to other Treasury and Finance Policies)	+Restructuring: - COO - Regional Lead - CHRO - CEO > $1m CEO > $5m BOD
>$100-250	VP ** Managing Director (9)	VP ** Managing Director (9)		UP ** Managing Director (9)	+++ Credit Terms: ≤ 30 days/Prior 20 Standard > 30-60 days Director Credit or Controller > 60 days Director Finance ** Region SVP or EVP COO >90 days COO Assistant Treasurer					++Intercompany Agreements - Tax - Treasury
>$250-500	SVP or EVP	SVP or EVP		SVP or EVP			SVP or EVP			
>$500-1,000	CEO COO			CFO COO						+++All Other Treasury Matters - Subject to other policies and standing approvals
>$1,000	CEO			CEO	SVP	CFO or General Counsel CEO	CFO			
>$1,000	BOARD	CFO COO CEO			EVP			BOARD		
>$10,000										

(1) Refer to Other Company Policies for the following expenses: Tax, Payroll related (payroll, benefits, contributions, WC), loan commitments
(2) Raw materials and production materials should be based on the S&IOP process. Excess must be approved by the Managing Director
(3) All Rebate contracts require review and consultation by the Sr Mgr Contracts and Rebates, the Director of Finance overseeing rebates or equivalent.
(4) Director of Tax consultation required.
(5) Credit Limits = this refers to the initial setting up of customer credit limits in our ERP or extensions to permanent credit limits. Credit terms = refers to initial setting up of customer terms and extensions of terms on non-promotional orders/invoices.
(6) Consult with Legal and Finance to determine relevant approvals for any contracts outside the scope of this matrix or not otherwise specified
(7) Sourcing Approval is required on 3rd party consultant contracts or terms and conditions recurring and non-recurring
(8) Where multiple titles are specified, both approvals are required unless denoted with "or".
(9) Only VP approval is required if no Managing Director is assigned to a business
(10) Business Acquisitions and Dispositions only

** Director & VP approvals are per expense type. See Below

Project Related, Day to Day, Balance Sheet Disposal/Write Off, Credit Memos Concessions (unless noted elsewhere)						
Approval Level	Systems/IT Capex	NPI Capex (11)	Credit Limits and Terms	Operations (Purchasing/Logistics/ Mfg/Sales)	All Other (Innovation, Culinary, HR, Marketing/Diet)	Leases (ALL)
Director	Director Sr. Director Finance (11) or Site Finance Lead (12)	Director of Engineering Director of Finance Brand or Site Finance Lead (12)	Director of Finance Shared Services (Americas) VP Finance	Director of Operations Director of Finance Brand or Site Finance Lead (12)	Director Finance Sr. or Site Finance Lead (12)	Corporate Director of Finance
VP	VP & CIO	VP Finance Managing Director (9)		VP Finance VP Operations GM Operations	VP Finance VP Business	

(11) Director of Finance Shared Services must be Consulted and Advised
(12) Applies when Director of Finance position doesn't exist for the site.

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VIII

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

Your Committee to whom was referred Res. No. 19-21-22 by Alderpersons Mitchell and Filicky-Peneski approving the Tax Increment Financing (TIF) Policy of the City of Sheboygan; 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. 19 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
June 7, 2021.

A RESOLUTION approving the Tax Increment Financing (TIF) Policy of the City of Sheboygan.

RESOLVED: That the Common Council hereby approves the Tax Increment Financing (TIF) Policy, a copy of which is attached hereto.

FTP/adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

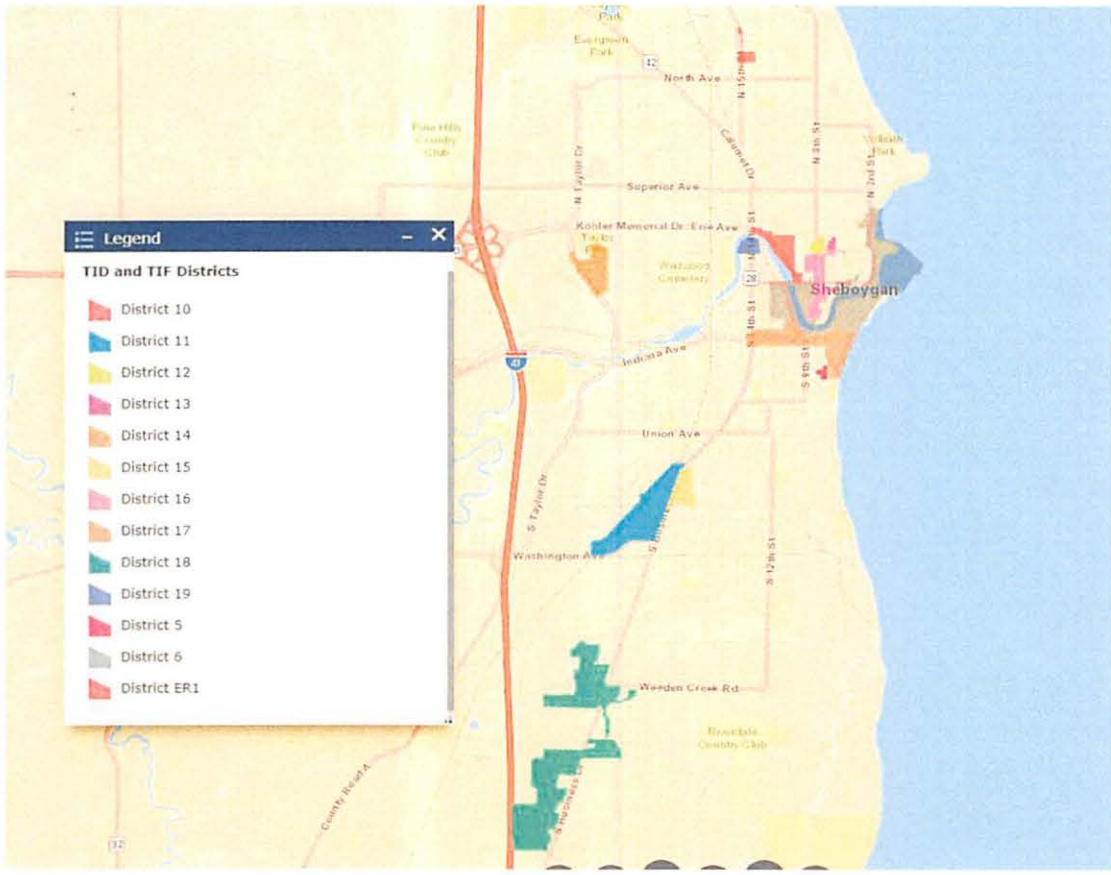
City of Sheboygan, Wisconsin

Tax Increment Financing (TIF) Policy

Adopted June __, 2021

City of Sheboygan
spirit on the lake

Sheboygan Tax Increment Financing Districts (TIDs)



Introduction

Tax Incremental Financing is a financing tool where cities can use the increased property tax revenue from new development or redevelopment in an area (called a TIF District or TID) in order to pay for public infrastructure projects or economic development projects in the TID. TIF works by temporarily capturing a portion of property tax revenues collected in the TID to pay for eligible project costs as described in the TID project plan. When project costs have been repaid through tax increments, the TID closes and the total value of properties in the TID are added to the tax base of the city, county, and school district. TIF is the main economic development tool available to Wisconsin cities.

Financial assistance from the City of Sheboygan TIF program for private development or redevelopment projects shall be evaluated according to Wisconsin law and this policy. Variations from this policy may be considered for projects that provide extraordinary benefits to the community in terms of tax base, job creation or retention, improvements to public infrastructure, or other advantages to the Sheboygan economy.

The City of Sheboygan shall evaluate all requests for TIF assistance using the "but for" standard and utilizing a financial gap analysis. Each project must demonstrate that "but for" a TIF, the project would not be financially feasible. The financial gap analysis should demonstrate the minimum amount of TIF assistance needed as gap financing to make the project financially feasible.

The Common Council in its sole authority may approve or disapprove any TIF requests as it deems appropriate. The goals, guidelines, and descriptions below should not be seen as anything but goals and guidelines and do not bind the Common Council in any way to approve or deny an individual request. Additionally, approval or disapproval of any TIF request does not establish precedent obligating the Common Council to approve or disapprove any future TIF requests.

Section 1: TIF Goals

1. Growing the property tax base.
2. Fostering the creation and retention of quality jobs for individuals of all backgrounds and abilities.
3. Redeveloping blighted areas that are obsolete or detrimental to public health and wellbeing.
4. Promoting infill development and redevelopment that can achieve highest and best use of land.
5. Remediating contaminated brownfield sites.
6. Incentivizing the development of a range of workforce housing options that can close the housing affordability gap.
7. Mitigating climate change and adapting to our changing environment.
8. Funding public improvements that enhance livability, improve the City's infrastructure, enhance the urban greenway, improve multi-modal transportation options and access to employment areas, enrich aesthetics of key areas and corridors within the City through the use of streetscaping and art amenities, and boost the stormwater management capabilities.
9. Leveling the playing field for sites that are challenging to develop due to extremely poor soil quality.
10. Implementing adopted City plans and policies, particularly the City's Comprehensive plan, Master plan and Neighborhood plans.
11. Ensuring that sufficient increment is available to fund public infrastructure projects as described in TID project plans.

Section 2: TIF Policy Guidelines

1. Sheboygan will give preference to TIF assistance for projects that are occurring on sites that are already developed (redevelopment projects) over greenfield development projects which typically have lower costs.
2. All TIF considerations shall be consistent with approved TIF Project Plan(s) (see Section 3).
3. If Sheboygan provides TIF assistance to developers, it will do so primarily through developer-financed methods. Sheboygan may consider up-front TIF incentives on a case-by-case basis where gap financing is required.
4. Sheboygan will consider TIF requests only after determining that "but for" the TIF, the project would not be financially viable.
5. Sheboygan aims to minimize the percentage of increment applied to a development project. Generally, the City of Sheboygan does not approve increment financing for more than 15% of the project area's total assessed value.
6. For development projects that will include competitive funding resources allocated by any state or federal agency, Sheboygan may evaluate TIF assistance with the standards of the state or federal funding source and seek to design incentives for job creation or retention. If economic incentives are offered, there will be a job maintenance and lookback provision requirement.
7. In special circumstances, Sheboygan may provide economic incentives for job creation or retention. If economic incentives are offered, there will be a job maintenance and lookback provision requirement.
8. Sheboygan will include lookback provisions on actual construction costs and TIF-eligible expenses for all TIF agreements.
9. Sheboygan may require heightened design standards for TIF projects.
10. Developers shall pay TIF creation costs from TID consultant for site-specific TIDs.
11. Developers shall make a good faith effort to work with local contractors on development phase of the project.

Section 3: TIF Project Types & Costs

The following project types may be TIF eligible if they meet the City's TIF Goals (Section 1):

1. Projects that are consistent with the approved TIF Projects Plans.
2. Redevelopment projects, including but not limited to office, research & development, medical uses, manufacturing, hospitality and leisure, housing, and mixed-use projects.

The following project costs may be TIF eligible if they meet the City's TIF Goals (Section 1):

1. Public infrastructure necessary for the proposed project.
2. Demolition of existing structures for development projects.
3. Remediation of soils that are contaminated or remediation of soils that are of poor quality for construction purposes.
4. Preservation and revitalization of historic buildings.
5. Structured parking that maximizes density on a site.
6. Extraordinary costs related to affordable housing development.
7. Whole building energy modeling (BEM) for new construction and building retrofits.
8. Renewable energy, including solar photovoltaics, geothermal, and wind energy.
9. Microgrid technology that can support renewable energy and energy reliability.
10. Green roofs that include gardens that can capture and retain stormwater.
11. Blue roofs that capture and store stormwater to mitigate runoff effects.
12. Under-parking water retention systems that capture and store stormwater to mitigate runoff effects.
13. Stormwater management best practices that are above the State mandate.
14. Purple pipe reclaimed water piping systems.
15. Site-specific public art projects.

The following project types are not TIF eligible

1. Developments that occur outside the TIF district.
2. Market rate housing on greenfield sites are not typically TIF eligible. Market rate housing projects will be evaluated on a case-by-case basis and may be considered for assistance to the degree they demonstrate a financial gap and promote the City's TIF goals articulated in Section 1.
3. Retail-only buildings on greenfield sites (retail stores, service-oriented retailers like daycares, etc.).
4. Buildings that are already constructed.
5. Developments that are exempt from the payment of property taxes.

The following project costs are not TIF eligible

1. Land costs that exceed market land costs.
2. Ordinary or typical development costs that are normally provided in the market for the type of land use that is being proposed or that are required to meet City or State requirements or codes. Examples could include (but are not limited to): 1) costs related to meeting code requirements; 2) costs related to meeting City stormwater management requirements.
3. Energy efficiency improvements (including high-efficiency windows or shadings, energy efficient appliances, LED lighting, enhanced insulation, etc.) within a building. These are expected in all TIF projects but they are not TIF-eligible costs.
4. City fees (impact, permits, park improvement, stormwater management, etc.).
5. TIF may not pay for infrastructure that is normally paid for by special assessments or other city charges.
6. Other costs that are deemed to be normal development costs.

Section 4: Application and Approval Process

1. Pre-Application Meeting: The developer shall meet with City staff to discuss the project in concept including the need for TIF financing, potential TIF eligible costs, project timeline, and economic benefits.
2. Application and Review Fee: If the developer wishes to proceed with a request for TIF financing they shall submit a TIF request letter and completed application form along with a TIF Review Fee of $1,000 which will be used to cover the cost for staff and City consultants in reviewing the TIF request over the 3-5-month review process. The TIF Review Fee is non-refundable. Additional costs that arise during the application process will also be covered by the applicant. These costs would cover any outside legal assistance, outside financial assistance or other services. In submitting the TIF request form, the applicant is agreeing to cover these and any other additional costs. As part of the application, the developer shall submit a proforma for the project showing the total sources and uses of funds, anticipated project valuation, and projected rate of return.
3. Staff Review and Recommendation: The City's TIF team will review the request with assistance from the City's consultants (TIF Consultant, City Engineer, Financial Advisor, and City Attorney) and from the City Assessor as needed. Depending on the complexity of the project, the developer may be invited in for additional meetings with the City's TIF Project Management Team (PMT) or TIF staff.
4. Common Council Conceptual Review: The Common Council will meet to review the TIF request. The Common Council may meet with the developer in open session to ask questions regarding the request. The Common Council will then have the opportunity to meet in closed session, as appropriate, without the developer to discuss negotiations of the terms of the TIF agreement. If appropriate, the Common Council may take a vote in closed session and direct staff to start negotiating the developer's agreement for the project.

5. Common Council Conceptual Review: The Common Council will review the terms and direction and Finance Committee recommendation and take action on the conceptual approval of the terms of the TIF agreement.
6. Drafting of TIF Agreement: Following conceptual approval by the Common Council, staff will work with the City Attorney to draft the formal TIF agreement based on the terms and the direction of the Common Council.
7. TIF Agreement Approval: The TIF agreement shall be introduced at a Common Council meeting and referred to the Finance and Personal Committee. The Finance and Personal Committee will review the TIF agreement and make a recommendation to the Common Council who shall take action to approve or reject the agreement.
8. Lookback and Review of TIF-Eligible Costs: Following completion of the project, the developer shall submit the final action sources and uses (costs) for the project per the agreement. In addition, the developer shall provide documentation of the actual amount of TIF-eligible costs. The amount of the TIF incentive shall be limited to the actual amount of TIF-eligible costs.

Project Requirements

All developers requesting TIF assistance must demonstrate that:

1. The project is not financially feasible without the use of the requested TIF funding.
2. The TIF request complies with Wisconsin statutes and the TIF District Project Plan.

Project Evaluation Criteria

The following criteria will be used in evaluating requests for TIF assistance. Other factors may be considered as well on a project by project basis.

- Does the project conform to existing plans and zoning?
- How does the project increase and improve the City's tax base?
- What portion of the tax increment is applied to the project compared to total TIF district?
- What is the economic impact of the project including job creation and retention?

- Does the project support the City's affordable housing and sustainability goals?
- What impact would the project have on current City business?
- What are the qualifications of the developer and the development team?
- What level of private equity and financing is included in the project budget?
- Does the project rely on reasonable assumptions of real property value increases?
- Would the proposed project assist in achieving other policy goals established by the Common Council?

City of Sheboygan, Wisconsin

Tax Increment Financing (TIF) Request Application Form

Please complete and submit the following information to the Department of City Development for a more detailed review of the feasibility of your request for Tax Increment Financing (TIF) assistance.

Applicant Information

Name of Applicant: _____

Business Name and Address:_____

_____

_____

Primary Contact: _____

Phone Number: _____ Email Address: _____

Type of Business Entity: _____

Property Information

Address of the Proposed Project: _____

Parcel Number(s):_____

Currently, does the applicant own or lease the property? (Check one)

____Owner ____Renter ____Neither

At project completion, will the applicant own, lease or convert the property to condo ownership? (Check one)

____Own ____Lease ____Convert to Condo Ownership

At project completion, who will occupy (operate business on) the site? (Check one)

____Owner ____Renter ____Both

If the applicant is the current or prospective tenant of the property, attach a description of the premises to be leased (legal description, floor plan, etc).

Evidence of Site Control

A. If the Applicant owns the project site, attach a copy of the applicant's deed. Also indicate: Mortgage Holder(s): _____

B. Total annual mortgage payment (principal & interest): $_____

C. Total outstanding balance of existing mortgage(s): $_____

A. Name, address, and phone numbers of other persons or entities having an ownership interest in the property to be redeveloped, if applicable:

B. If the Applicant has a contract or option to purchase the project site, attach a copy of the purchase or option contract. Also indicate:

Date Contract was signed: _____/_____/_____

Closing/expiration date: _____/_____/_____

C. If the Applicant currently leases or will lease the project site, attach a copy of the lease or lease option contract. Also indicate:

Legal name of Owner as noted on the deed(s):_____

Name of person who signed lease for Tenant (lessee): _____

Landlord/Owner's name and address: _____

_____

Owner Affidavit: If the applicant leases or plans to lease the property, have the owner (and all entities having ownership interest in the property) sign an Owner's Consent Letter.

Project Description

Describe the project and proposed use:_____

_____

_____

_____

_____

Is the proposed project consistent with the existing zoning of the property?

(Check One) ____Yes ____No

If no, what zoning change will be requested? _____

_____

Land Area (acreage) of project site:

Current: _____ acres

Proposed: _____ acres.

Building Area in square feet or Acres (circle the unit you used) of project building

	Gross	Net Leasable
Current:	_____ Sq. Ft / Acres	_____Sq. Ft / Acre
Proposed:	_____Sq. Ft / Acres	_____Sq. Ft / Acre

Number of Stories_____ Number of Units _____

Residential Unit Breakdown

	Unit Type	# of Units	# of Bedrooms	Avg. Sq. Ft.	Avg. Rent	Avg. Sale Price*
A						
B						
C						
D						
E						

*If condo project

Utilities included in apartment rent (check all that apply):

None _____ Electric _____ Heat _____ Other (Specify): _____

Additional Costs

Parking _____ Storage_____ Other (Specify): _____

Job Creation and Retention Information

List the current projected number of part-time and full-time jobs in the City of Sheboygan before and after completion.

	Current Jobs	Projected Jobs	Average Wages/Salary	Average Total Compensation
Full-Time				
Part-Time				
Total				

Projected Budget

Type of assistance being requested: (Check One)

Developer-Financed TIF Incentive ___

City-Financed (Upfront) TIF Incentive ___

Waiver of Impact Fees (For affordable housing projects) ___

Other (Describe): _____

Indicate the total amount of TIF assistance requested: $ _____

Anticipated assessed value of the project at completion: $ _____

Project Budget Sources and Uses of Funds

SOURCE OF FUNDS	AMOUNT
Private Financing	
Secondary Financing	
Developer Equity	
Investor Equity	
Grants	
TIF Assistance	
Other:	
Other:	
Other:	
TOTAL SOURCES	

USES OF FUNDS	AMOUNT
Property Acquisition	
Demolition	
Environmental	
Public Infrastructure	
Hard Construction Cost	
Architect & Engineering fees	
Other Soft Costs & Permits	
Financing Costs	
Development Fee	
Contingency	
Other:	
Other:	
TOTAL COSTS	

Please attach a detailed project proforma showing projected revenues, expenditures, net operating income, and anticipated after-TIF rate of return.

TIF-Eligible Costs

Only extraordinary costs beyond those of a typical development will be considered as potential TIF-eligible costs. For each item where TIF funding is requested list the total estimated cost of the item, the normal development cost, and the portion of the cost that is being requested for TIF funding.

Item	Total Cost Estimate	Normal Development Cost	Requested TIF-Eligible Cost
Total			

Project Financing

Private Financing Lender: _____

Loan Amount $ _____ Interest Rate:_____

Preapproved? Yes____ No____

TIF Loan Lender: _____

Loan Amount $_____Interest Rate: _____

Preapproved? Yes____ No____

If yes, what programs:_____

_____

Application status:_____

_____

Likelihood of award:_____

_____

Other funding: _____

Signature

I, the undersigned, affirm that the project descriptions, numerical and financial estimates, and all other information I have provided in this application are true and complete to the best of my knowledge. I have read and understood the requirements described in this application. I understand this application and the supporting documents are considered public records and may be subject to disclosure under Wisconsin's Public Records laws. Furthermore, I certify that I am authorized to initiate the TIF application process on behalf of the project described. I agree to cover any and all costs involved in processing this application.

Signed: _____ Date: _____

Title: _____

Legal Disclaimer

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by the appropriate City boards, committees, authorities, and the Common Council.

Please attach:

- A letter describing the project, its impact, and the need for TIF assistance.
- A detailed proforma showing projected revenues, expenses, net operating income, and the after-TIF assistance anticipated rate of return (see example).
- Loan pre-approval or commitment letter (if applicable).

A non-refundable TIF application fee in the amount of $1,000 is required with this application to reimburse the cost of City TIF staff and consultants in reviewing the TIF request.

***The Developer will be responsible for the creation cost of any site-specific TIF.**

IX

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

Your 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.

_____ _____

_____ _____

_____ _____

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

6.2

Gen. Ord. No. 5 - 21 - 22. By Alderpersons Felde and Ackley.
June 7, 2021.

AN ORDINANCE amending the City of Sheboygan's Code of Ethics.

WHEREAS, it is in the best interest of the City of Sheboygan to amend its Code of Ethics to more explicitly align with certain federal requirements contained in the American Rescue Plan Award Terms and Conditions, and to ensure consistent usage of terms throughout the Code of Ethics.

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

Section 1. Section 2-261 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-261. *Definitions.*

The following words, terms and phrases, when used in this division, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Financial interest means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer, employee, or agent, any member of his or her immediate family, his or her partner, or a person or organization which employs or retains or is about to employ or retain any of the parties indicated herein.

Officer includes any person who holds an elected or appointed office of the city.

Personal interest means any interest, whether or not any financial interest is involved, arising from: (1) any member of the officer, employee, or agent's immediate family; (2) the officer, employee, or agent's partner; (3) a person or organization which employs or retains or is about to employ or retain any of the parties indicated in (1) or (2); or (4) a close political association."

Section 2. Section 2-263 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-263. *Declaration of policy.*

The proper operation of democratic government requires that public officers, employees, and agents be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public has confidence in

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the integrity of its government. In recognition of these goals, there is established a code of ethics for all city officers, employees, and agents, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the city. The purpose of this article is to establish guidelines for ethical standards of conduct for all such officers, employees, and agents by setting forth those acts or actions that are incompatible with the best interests of the city and by directing disclosure by such officers, employees, and agents of private financial or other interest in matters affecting the city. The common council recognizes that the officers, employees, and agents of the city are drawn from society and, therefore, cannot and should not be without all personal and economic interest in the decisions and policies of government; that citizens who serve as city officers, employees, and agents retain their rights as citizens to interests of a personal or economic nature; that the standards of ethical conduct for city officers, employees, and agents need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society, and those conflicts which are substantial in material; and that city officers, employees, and agents may need to engage in employment, professional or business activities, other than official duties, in order to support themselves or their families and to maintain a continuity of professional or business activity, or may need to maintain investments, which activities or investments do not conflict with the specific provisions of this article. The provisions and purpose of this article and such rules and regulations as may be established under this article are declared to be in the best public interest. It is the intent of the common council that, in its operations, the ethics board established under this article shall protect, to the fullest extent possible, the rights of individuals affected."

Section 3. Section 2-265 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-265. *Applicability of article.*

When a city officer, employee, or agent has doubt as to the applicability of a provision of this article to a particular situation or definition of terms used in this article, he or she shall apply to the ethics board for an advisory opinion and will be guided by that opinion when given. The officer, employee, or agent shall have the opportunity to present his or her interpretation of the facts at issue and of the applicable provisions of this article before such advisory decision is made. This article shall be operative in all instances covered by its provisions, except when superseded by an applicable statutory provision and statutory action is mandatory, or when the application of a statutory provision is discretionary but determined by the ethics board to be more appropriate or desirable."

Section 4. Section 2-268 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-268. *Use of public property.*

No city officer, employee, or agent shall request or permit the unauthorized use of city-owned vehicles, equipment, materials, or property for personal convenience or profit."

Section 5. Section 2-269 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-269. *Obligations to citizens.*

No city officer, employee, or agent shall grant any special consideration, treatment or advantage to any citizens beyond that which is available to every other citizen."

Section 6. Section 2-270 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-270. *Conflict of interest.*

No city officer, employee, or agent, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest contrary to this article or which would tend to impair his or her independence of judgment or action in the performance of his or her official duties."

Section 7. Section 2-271 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-271. *Incompatible private employment.*

No city officer, employee, or agent shall engage in or accept private employment or render service for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless otherwise permitted by law and unless disclosure is made as provided in this article."

Section 8. Section 2-272 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-272. *Disclosure of confidential information.*

No city officer, employee, or agent shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city nor shall he or she use such information to advance the financial or other private interest of himself or herself or others."

Section 9. Section 2-273 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-273. *Gifts and favors.*

(a) No city officer, employee, or agent may solicit or accept any valuable gift, favor or thing from any person who to his or her knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the city nor shall any such officer, employee, or agent accept any gift, favor or thing of value that may tend to influence him or her in the discharge of his or her duties or grant in the discharge of his or her duties any improper favor, service or thing of value. Favors shall include but are not limited to admission tickets to sports or entertainment events, restaurant meals, transportation for personal purposes and providing accommodations at a hotel or resort.

(b) Absent other unusual circumstances, the following actions of officers, employees, or agents shall not be deemed to be violations of this article:

(1) Receipt of a gift that is an unsolicited item of nominal intrinsic value.

(2) Receipt of mementos, such as coffee cups, paperweights, etc. provided the value received does not exceed $20.00 and that distribution is of a general nature.

(3) Attendance or participation at modest ceremonial events, i.e., ground breakings, grand openings, receptions, as well as business lunches, outings and conferences, provided the value received does not exceed $30.00.

(4) Attendance or participation at events or functions sponsored by the city where there is no intend to influence the officer, employee, or agent.

(c) Gifts or favors received under unusual circumstances should be referred to the appropriate departmental supervisor or to the ethics board within ten days for recommended disposition."

Section 10. Section 2-274 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-274. *Representing private interests before city agencies.*

No city officer, employee, or agent shall appear on behalf of any private person, other than himself or herself, or his or her spouse or minor children, before any city agency. However, a member of the common council may appear before city agencies on behalf of his or her constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations."

Section 11. Section 2-275 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-275. *Contracts with city.*

No city officer, employee, or agent who, in his capacity as such officer, employee, or agent, participates in the making of a contract in which he or she has a private financial interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his or her part shall enter into any contract with the city unless, within the confines of Wis. Stat. § 946.13:

(1) The contract is awarded through a process of public notice and competitive bidding; or

(2) The ethics board created in this article waives the requirement of this section after determining that it is in the best interest of the city to do so."

Section 11. Section 2-276 of the Municipal Code is hereby amended to read as follows:

"Sec. 2-276. *Disclosure of interest in legislation.*

Any member of the common council who has a financial interest or personal interest in any proposed legislation before the common council shall disclose on the records of the common council or the ethics board created in this article the nature and extent of such interest. Any other officer, employee, or agent who has a financial or personal interest in any proposed legislative action of the common council and who participates in discussion with or gives an official opinion or

recommendation to the common council shall disclose on the records of the common council or the ethics board the nature and extent of such interest."

Section 12. 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.

Barbara Felde

Betty Dahlke

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

IX

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

Your 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 café 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.

_____ _____

_____ _____

_____ _____

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

Subs. of Gen. Ord. No. 6 - 21 - 22. By Alderpersons Felde and Ackley.
June 21, 2021.

AN ORDINANCE amending the Municipal Code so 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 café 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.

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

Section 1. Sec. 10-2 of the Municipal Code entitled "Drinking on public streets" is hereby repealed and recreated so as to read as follows:

"Sec. 10-2. - Drinking on public streets.

(a) No person shall drink or carry for the purpose of immediate consumption any intoxicating liquor or fermented malt beverage upon the streets, sidewalks, alleys, public parking lots, and other public ways of the city. Any person carrying any open can, cup, glass, bottle or similar drinking vessel containing intoxicating liquor or fermented malt beverages upon the streets, sidewalks, alleys, public parking lots, and other public ways of the city shall be in violation of this section.

(b) Such proscription, as it relates to fermented malt beverages, shall not be applicable to persons who have attained the legal drinking age and are:
    (1) Attending a block party for which a permit has been issued in accordance with section 110-313; or
    (2) Attending a street festival for which a permit has been issued in accordance with section 110-403.

(c) Such proscription shall not be applicable in areas holding a sidewalk café permit pursuant to section 110-502 if:
    (1) The sidewalk café is part of a premises licensed for the serving of alcoholic beverages; and
    (2) The person is a patron of the establishment holding said sidewalk café permit; and
    (3) Neither the patron nor the establishment is in violation of the regulations for such sidewalk cafés set forth in section 110-503.

(d) Such proscription shall not be applicable in parklets, as that term is defined in section 110-601 if:

(1) The parklet is part of a premises licensed for the serving of alcoholic beverages; and
(2) The person is a patron of the establishment holding said parklet permit; and
(3) Neither the patron nor the establishment is in violation of the regulations for such parklets set forth in section 110-604.

(e) Such proscription shall not be applicable in city-designated temporary public gathering spaces as described in section 110-604(i). Such temporary public gathering spaces shall be designated by the council via resolution.

(f) Any person violating the provisions of subsection (a) of this section shall be subject to a forfeiture of not less than $100.00 nor more than $500.00, plus costs, and in default of payment thereof to imprisonment in the county jail until such forfeiture is paid, but not to exceed 30 days.

(g) Any person under 18 years of age who violates this section shall be subject to a forfeiture of not more than $25.00, except that disposition in proceedings against a person under 18 years of age on the date of disposition shall be as provided in Wis. Stats., § 48.344."

Section 2. Sec. 10-8 of the Municipal Code entitled "Plaza 8; consumption of alcohol beverages" is hereby repealed.

Section 3. Articles VIII and IX of Chapter 110 of the Municipal Code are hereby repealed and new Articles VIII, IX, and X are hereby created so as to read as follows:

"ARTICLE VIII. - STREET FESTIVALS

Sec. 110-401. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Street festival means a public event sponsored by one or more individuals, businesses, or organizations held within a city street right-of-way or other public thoroughfare that has been temporarily closed for the occasion. Block parties, as defined in section 110-311 of this code, are not street festivals.

Temporarily means for a period of less than 72 hours. Individuals, businesses, or organizations who wish to close a city street right-of-way or other public thoroughfare for more than 72 hours may wish to consider obtaining a parklet permit pursuant to Article X of this chapter.

Sec. 110-402. - Penalty.

Any violation of or noncompliance with this article shall subject the violator to a forfeiture of not less than $50.00 or more than $500.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 15 days.

Sec. 110-403. - Application for permit.

(a) An application for a street festival permit shall specify and include the following:
    (1) The time and date during which the street will be closed.
    (2) The exact portion of the street to be closed.
    (3) The full name and address of the sponsor(s) of the street festival; if any such sponsor is a partnership, the full names and addresses of each partner; and if any such sponsor is a corporation or limited liability company, the full name and address of each director of said corporation or company.
    (4) A list of all adults who reside or do business on that portion of the street.
    (5) A statement that all such adults have been contacted concerning the proposed closing, together with a list of all those who objected to the closing.
    (6) A statement as to whether alcohol will be served, sold, or given away during the street festival.
    (7) A statement as to whether alcohol will be permitted in the closed right-of-way.
    (8) If any alcoholic beverages are to be served, sold, or given away during the festival, the following shall also be included:
        a. The name and address of the licensed agent for the sale of alcohol beverages.
        b. A specific plan indicating where alcohol will be served, where patrons will be permitted to carry the beverages, and how underage persons will be prevented from obtaining such beverages illegally.

c. Evidence that the sponsor of the street festival has the proper licenses and permits to serve alcohol, and has obtained the proper documentation (such as a temporary change of premises) to allow them to serve, sell, or give away alcoholic beverages in the right-of-way.

(9) A description of the steps that will be taken to ensure the safety of all concerned.

(10) Evidence that the sponsor has obtained liability insurance in the amount of at least $100,000.00 per individual and $300,000.00 per incident or occurrence and has named the City of Sheboygan as an additional insured.

(11) Any other rules promulgated by the common council.

(b) If any person who resides or does business in the blocked-off portion of the street objects to such closing, application for the permit shall be denied.

Sec. 110-404. - Street closing.

Upon application for a street festival permit, the chief of police may grant a permit to close a definite and limited portion of a city street. No such permit shall be granted when the chief of police or his or her designee determines, in his or her discretion, that closing a street or portion thereof:

(a) Would be illegal or unsafe; or

(b) Would cause, be likely to cause, or tend to cause unreasonable traffic congestion; or

(c) Would result in a disturbance of the peace; or

(d) Would endanger the public health, welfare and safety; or

(e) Would unreasonably hamper access to a residence or business place.

Sec. 110-405. - Responsibilities of applicant.

(a) Acceptance of a permit required by this article shall make the applicant primarily liable for damages to persons or property because of the closing. The city shall not be liable for any damage caused by the street closing.

(b) An applicant issued a permit under this article shall notify the police and fire departments, bus companies and private ambulance

services no less than three business days prior to the street closing.

(c) The applicant shall be responsible for procurement, placement and maintenance of barricades used to barricade streets under this article.

(d) It shall be unlawful to hold a street festival under circumstances where barricades do not completely block off vehicular traffic from the portion of the street being closed by authority of the permit.

(e) If the street is barricaded during hours in which vehicles are required to use headlights, lights and reflectors must be clearly and visibly placed and maintained on the barricades by the applicant, and it shall be unlawful to fail to have such light or reflectors on the barricades.

(f) Music or noise levels must be kept at a reasonable level as not to disturb others. Failure to keep music or noise to a reasonable level is a violation of section 66-71 of this code.

(g) Upon denial of an application for a street festival permit, an appeal may be made to the common council.

Sec. 110-406. - Permit hours.

(a) Street festivals and all activities connected therewith shall start no earlier than 10:00 a.m.

(b) No alcoholic beverages may be served, sold, or given away outdoors at a street festival after 10:00 p.m.

(c) All outdoor music at street festivals shall end no later than 10:30 p.m.

(d) All streets and rights-of-way closed by a street festival shall be cleared and re-opened to public travel by 12:00 midnight. However, if the applicant applies for street closure on consecutive days, and if the chief of police has approved said application, the street may remain blocked overnight from the first until the last consecutive day of the street festival; however, no person, other than the applicant or a bona fide employee thereof while performing duties related to the street festival, shall be permitted within the street or its right of way between 12:00 midnight and 10:00 a.m.

ARTICLE IX. - SIDEWALK CAFÉS

DIVISION 1. - GENERALLY

Sec. 110-500. - Definition.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Sidewalk café means any group of tables, chairs, benches, barriers or partitions, trash containers and suitable decorative devices maintained upon any part of the public sidewalk for use by an establishment in the sale to the public of food, refreshments, and beverages of all kinds.

Sec. 110-501. - Permit required.

(a) Except as provided in articles VI, VIII, and X of this chapter, it shall be unlawful for any person to sell or serve, or offer to sell or serve any food, refreshment, or beverage upon any public sidewalk, except in areas holding a sidewalk café permit pursuant to section 110-502.

(b) It shall be unlawful for any person to sell or serve, or offer to sell or serve any alcoholic beverage upon any public sidewalk within the City of Sheboygan unless said sidewalk is part of a licensed premises pursuant to chapter 10 of this Code.

Sec. 110-502. - Sidewalk café permit.

(a) *Annual license.* The fee for an annual sidewalk café permit shall be the greater of $50.00 or $1.00 per square foot, but shall not exceed $2,500. Notwithstanding this provision, due to the ongoing economic challenges presented by the 2020-2021 novel coronavirus pandemic, the fee for an annual sidewalk café permit issued for the license year beginning April 15, 2021 and ending April 14, 2022 shall be the greater of $25.00 or $0.50 per square foot.

(b) *License fee.* The license fee shall be paid to the city treasurer. Annual licenses shall be issued on the 15th day of April each year or thereafter when applied for and shall expire on the 14th day of April of the year following its issuance.

(c) *Application.* Each application for a sidewalk café permit shall be filed with the city clerk's office. The application for new and returning sidewalk cafés shall include the following:

(1) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private

property; the proposed location of the sidewalk café; the size and number of tables, chairs, steps, planters, and umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the sidewalk café. This layout shall be submitted on eight and one-half-inch by eleven-inch (8 1/2 x 11 inch) paper, suitable for reproduction.

(2) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the sidewalk café.

(3) An indication of whether the applicant intends to sell or serve alcoholic beverages; those indicating such an intention shall submit proof that they have the required alcohol beverage license and that the site of the sidewalk café is part of the licensed premise;

(4) Proof of insurance as required pursuant to section 110-503(e);

(5) An agreement that the applicant and the applicant's heirs and assigns shall:

a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon city right-of-way;

b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the State of Wisconsin or the City of Sheboygan;

c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the State of Wisconsin or the City of Sheboygan;

d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the State of Wisconsin, or the City of Sheboygan;

e. Make such construction and/or alterations and maintain the same subject to the approval of the city building inspector and director of public works, and shall

waive the right to contest in any manner the validity of the encroachment agreement.

f. The city clerk shall grant or deny all applications for sidewalk café permits. However, no such permit shall be granted until the City Attorney, the Chief of Police, the Director of Public Works, and the City Planner (or their designees) has reviewed the application and made a recommendation to the city clerk. If the city planner, in his or her sole discretion, determines that plan commission approval is required or appropriate, he may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications related to the permit application.

Sec. 110-503. - Regulations.

(a) Each sidewalk café shall remain within the approved boundaries of the sidewalk café site as set forth on the approved application.

(b) No person shall consume, nor shall any holder of any sidewalk café permit consumption of alcohol beverages in a sidewalk café unless the person consuming the alcohol is seated at a table in the sidewalk café site. No container of alcohol beverages shall be present in a sidewalk café between 10:00 p.m. and 10:00 a.m.

(c) Each holder of a sidewalk café permit shall have in force adequate liability insurance and shall agree to indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, lawsuits, loss, damage, causes of action, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the permit is granted. As evidence of liability insurance, the applicant shall annually prior to issuance of a permit furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability insurance) naming the City of Sheboygan and its employees and agents as additional insureds, with minimum limits of $1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days written notice to the city upon cancellation, non-renewal, or material change in the policy.

(d) Each sidewalk café serving alcoholic beverages shall be responsible for policing the area of the sidewalk café to be sure that customers are of the legal drinking age, that all laws related to the presence of underage persons on premises are being strictly followed, and that alcohol beverages are not removed from the premises.

(e) All sidewalk cafés shall be closed and all tables, chairs, and all other materials and equipment removed immediately upon request of a police officer or a representative of the department of public works for such a length of time as said officer or representative shall designate. No sidewalk cafés that is part of a licensed premise shall remain open during closing hours as set forth in sections 10-64 and 10-112 of this Code. No patron shall remain or be permitted to remain within the sidewalk café area during closing hours, regardless of whether the sidewalk café has permanent facilities.

(f) No sidewalk café or the barriers or furniture within the café shall be arranged in such a way as to interfere with the free use of the sidewalk by pedestrians, and in no case shall placement of café barriers and furniture reduce the travelable width of the sidewalk to less than five feet pursuant to the Americans with Disabilities Act.

(g) In the event of failure to exercise the privilege granted by a sidewalk café permit within six months of granting, regardless of the date of issuance, the permit shall become null and void.

(h) Sidewalk café permit holders may exclude persons who are not customers from using the tables, chairs, and other materials and equipment that are part of the sidewalk café. However, no person shall in any way impede, prevent, or exclude any person from any legal use of the public sidewalk, including by in any way permitting the reduction of the accessible width of the walkway to less than five feet.

Sec. 110-504. - Revocation; penalties.

(a) The approval of a sidewalk café permit is conditional at all times. A sidewalk café permit may be suspended or revoked by the city clerk as a result of any violation of the provisions of this article or of violation of the provisions of any city ordinance or state or federal statute relating to activity occurring within the sidewalk café. Suspension or revocation shall be effective upon written notice to the holder of the

permit which shall either be personally served upon the permittee or the permittee's agent or mailed to the permittee's address as contained in the most recent parklet permit application. Such written notice shall inform the permittee of the opportunity to be heard on the matter. Any hearing shall be before the licensing, hearings, and public safety committee of the common council.

(b) Any person, licensee, permit holder or applicant violating any provision of this article shall be subject to a forfeiture of not less than $100.00 nor more than $500.00 for each separate violation, and in default of payment thereof to imprisonment in the county jail until such forfeiture is paid, but not to exceed 30 days.

ARTICLE X. - PARKLETS

Sec. 110-600. - Purpose.

To further encourage the revitalization of the downtown and adjacent areas of the city, including the development of social and economic activity, the city council finds and determines:

(a) That there exists a need for outdoor eating facilities in certain areas of the city to provide a unique environment for relaxation, social interaction, and food consumption;

(b) That parklets will permit enhanced use of the available public rights-of-way, will complement restaurants operating from fixed premises, and will promote economic activity in the area;

(c) That the existence of parklets encourages additional pedestrian traffic, but their presence may impede the free and safe flow of pedestrians. Therefore, a need exists for regulations and standards for the existence and operation of parklets to ensure a safe environment.

(d) That the establishment of permit conditions and safety standards for parklets is necessary to protect and promote public health, safety, and welfare.

Sec. 110-601. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Parklet means an expansion of a business or businesses creating an outdoor public facility on part of the public street right-of-way that adjoins the premises.

Public street right-of-way or *public right-of-way* means any public street, sidewalk, parking lot, or public way within the City of Sheboygan

Restaurant means an establishment holding a State of Wisconsin restaurant license.

Sec. 110-602. - Parklet permit.

(a) *Annual license*. The fee for an annual parklet permit shall be the greater of $50.00 or $1.00 per square foot, but shall not exceed $2,500.

(b) *License fee*. The license fee shall be paid to the city treasurer. Annual licenses shall be issued on the 15th day of April each year or thereafter when applied for and shall expire on the 14th day of April of the year following its issuance.

(c) *Issuance*. The city clerk shall grant or deny all applications for parklet permits. However, no such permit shall be granted until the City Attorney, the Chief of Police, the Director of Public Works, and the City Planner (or their designees) has reviewed the application and made a recommendation to the city clerk. If the city planner, in his or her sole discretion, determines that plan commission approval is required or appropriate, he may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications related to the permit application. No parklet permit shall be granted or issued unless all operations, including the potential sale or service of alcoholic beverages, can be done in compliance with all relevant ordinances and statutes.

(d) *Application*. Each application for a parklet permit shall be filed with the city clerk's office. The application for new and returning parklets shall include the following:

(1) A valid copy of all necessary licenses, permits or certificates required by the County of Sheboygan, the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including, but not limited to, restaurant and alcohol beverage licenses.

(2) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property; the proposed location of the parklet; the size and number of tables, chairs, steps, planters, and umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch (8 1/2 x 11 inch) paper, suitable for reproduction.

(3) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the parklet.

(4) Proof of insurance as required pursuant to section 110-604(d);

(5) An agreement that the applicant and the applicant's heirs and assigns shall:

a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon public right-of-way;

b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the State of Wisconsin or the City of Sheboygan;

c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the State of Wisconsin or the City of Sheboygan;

d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the State of Wisconsin, or the City of Sheboygan;

e. Make such construction and/or alterations and maintain the same subject to the approval of the city building inspector and director of public works, and shall waive the right to contest in any manner the validity of the encroachment agreement.

(6) An agreement to be bound by the standards in Sec. 110-603 and the regulations in Sec. 110-604.

(e) *Transfer.* A parklet permit may be transferred to a new owner or permittee only for the location and area listed in the permit and only if the new owner or permittee can show they are capable of meeting all relevant regulations. If the site plan will change, a new plan must be filed and approved prior to the use under the new site plan. A new certificate of insurance must be filed with the city before the permit transfer.

Sec. 110-603. - Standards.

The following standards, criteria, conditions, and restrictions shall apply to all parklets, provided, however, that the city clerk, in conjunction with the appropriate city staff, may impose additional conditions and restrictions to protect and promote the public health, safety, or welfare, to prevent a nuisance from developing or continuing, and to comply with this section, the City of Sheboygan Code of Ordinances, and all applicable state and federal laws.

(a) Parklets shall be permitted only within the Central Commercial District of the City (Section 15.105(3)(f)1, Sheboygan Zoning Ordinance), and shall not be permitted adjacent to any state through highway.

(b) Parklets shall be restricted to public rights-of-way immediately adjacent to the business to which the permit is issued.

(c) Parklets will require a conditional use permit (CUP) if the parklet occupies more than two (2) street parking spaces.

(d) All appurtenances upon parklet sites that occupy street parking spaces shall be located a minimum of two (2) feet from the nearest edge of any traveled way.

(e) Tables, chairs, umbrellas or other fixtures in the parklet:

(1) shall not be placed within five (5) feet of fire hydrants, alleys, bike racks, trees, grates, or pedestrian crosswalks;

(2) shall not block designated ingress, egress, or fire exits from or to the restaurant, or any other structures;

(3) shall not be physically attached, chained, or in any manner affixed to any structure, tree, signpost, or light pole;

(4) may be removed by the City at the owner's expense;

(5) shall be maintained in a clean, sanitary and safe manner;

(6) shall be commercial-grade furniture;

(7) shall not be placed outside or hang over the designated parklet.

(f) Parklets shall be operated and maintained April 1st through October 31st. Parklets and all materials and appurtenances therein that have not been removed after October 31st may be removed by the City at the owner's expense.

(g) Parklets, along with the sidewalk and roadway immediately adjacent to it, shall be maintained in a neat and orderly manner at all times. Debris shall be removed as required during the day and again at the close of each business day. Maintenance details shall include access panels and how drainage will be provided, including along the existing gutter, as appropriate.

(h) Parklet decking or platforms adjacent to curbs must be flush with the curb, may not have more than a 1/2" gap from the curb, shall allow for access underneath the decking or platform, and shall not impede curbside drainage.

(i) All rails around parklets in street parking spaces must be capable of withstanding a 200-pound horizontal force.

(j) Parklets in street parking areas shall be required to have reflective tape, soft hit posts, and wheel stops. If deemed appropriate, the parklets in street parking areas may be required to have edging such as planters, railing or cables as a condition of issuance of a permit. In any case, any edge in such a parklet shall be visually permeable, and if cables are used, vertical spacing between cables may not exceed six (6) inches.

(k) Umbrellas and other decorative material within a parklet shall be made of treated wood, canvas, cloth, or similar material that is manufactured to be fire resistant. No portion of an umbrella shall be less than six (6) feet eight (8) inches above the sidewalk. Umbrellas must be secured.

(l) Signs used in a parklet shall be in accordance with Chapter 98 of this code and Subchapter 15-8 of the Sheboygan Zoning Ordinance. However, up to two temporary easel signs shall be permitted in parklets that include an entire closed street right-of-way. Such signs shall remain in the parklet only during hours of operation.

(m) No food preparation, food or beverage storage, refrigeration apparatus, or equipment shall be allowed in a parklet unless specifically authorized by the director of planning and development or his or her designee as part of a special event.

(n) No amplified entertainment shall be allowed in a parklet unless specifically authorized by the director of planning and development or his or her designee as part of a special event.

(o) A copy of the site plan, as approved in conjunction with the current parklet permit, shall be maintained on the permittee's premise and shall be available for inspection by city personnel at all times.

(p) The city, its officers and employees shall not be responsible for parklet fixtures that are relocated or damaged.

(q) Patio heaters shall not be permitted on the parklet café or parklet unless authorized by the Fire Chief.

(r) No parklet shall be designed or maintained in such a way as to reduce visibility for drivers and pedestrians at crosswalks and intersections.

(s) All elements of parklet shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of the City of Sheboygan Zoning Ordinance, this Code (including the Building Code contained in Chapter 26 hereof), the Americans with Disabilities Act (ADA), and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Sec. 110-604. - Regulations.

(a) Except as provided in articles VI, VIII, or IX of this chapter, it shall be unlawful for any person to sell or serve, or offer to sell or serve any food, refreshment, or beverage upon any public street right-of-way, except in areas holding a parklet permit pursuant to section 110-602.

(b) Except as provided in articles VI, VIII, or IX of this chapter, it shall be unlawful for any person to sell or serve, to offer to sell or serve, or to consume any alcoholic beverage on a public street right-of-way; or for any parklet permittee to permit consumption of alcohol beverages in a parklet except in compliance with all of the following regulations:

(1) The parklet permittee shall have a valid and appropriate retail alcohol beverage license for the premises.

(2) The retail alcohol beverage license premises description shall include the parklet in the description of the licensed premises and said parklet shall be entirely contiguous with the remainder of the licensed premises, as required by state law.

(3) The retail alcohol beverage license held by a parklet permittee must permit the sale of the type of alcohol beverages served in a parklet café.

(4) Alcohol beverages within a parklet may be sold and served only by the licensee or licensee's duly licensed employees and sold or served only to patrons seated at tables in the parklet.

(5) Alcohol beverages within a parklet may be served only by the licensee or the licensee's employees and in compliance with all relevant alcohol beverage laws, ordinances, and regulations.

(6) Alcohol beverages may only be served in a parklet when food service is available through the licensed establishment.

(7) A parklet permittee shall be responsible for policing the parklet to prevent underage persons from entering or remaining in the parklet, except when underage persons are allowed to be present on the licensed premises under the relevant alcohol beverage laws, ordinances, and regulations.

(8) A parklet permittee shall not allow patrons of the parklet to bring alcohol beverages into the parklet from another location, nor to carry open containers of alcohol beverages about in the parklet, nor to carry open containers of alcohol beverages served in the parklet outside the parklet.

(9) The area of the restaurant from which the alcohol beverages are dispensed shall be located indoors and shall not be located in the parklet area.

(10) At times of closing or during times when consumption of alcohol beverages is prohibited, permittee shall remove from the parklet all containers used for or containing alcohol beverages. No container of alcohol beverages shall be present in a parklet between 10:00 p.m. and 10:00 a.m.

(11) The carrying or consumption of any alcohol beverage by a person in violation of this subsection shall be a violation of 10-2 of this Code.

(c) Each parklet shall remain within the approved boundaries of the parklet site as set forth on the approved application.

(d) Each holder of a parklet permit shall have in force adequate liability insurance and shall agree to indemnify, defend, and hold the city, its employees and agents harmless against all

claims, liability, lawsuits, loss, damage, causes of action, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the permit is granted. As evidence of liability insurance, the applicant shall annually prior to issuance of a permit furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability insurance) naming the City of Sheboygan and its employees and agents as additional insureds, with minimum limits of $1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days written notice to the city upon cancellation, non-renewal, or material change in the policy.

(e) All parklets shall be closed and all tables, chairs, and all other materials and equipment removed immediately upon request of a police officer or a representative of the department of public works for such a length of time as said officer or representative shall designate. parklet that is part of a licensed premise shall remain open during closing hours as set forth in sections 10-64 and 10-112 of this Code. No patron shall remain or be permitted to remain within the parklet area during closing hours, regardless of whether the sidewalk café has permanent facilities.

(f) No parklet or the barriers or furniture within the parklet shall be arranged in such a way as to interfere with the free use of the sidewalk by pedestrians, and in no case shall placement of parklet barriers and furniture reduce the travelable width of the sidewalk to less than five feet pursuant to the Americans with Disabilities Act.

(g) In the event of failure to exercise the privilege granted by a parklet permit within nine months of granting, regardless of the date of issuance, the permit shall become null and void.

(h) Parklet permit holders may not exclude persons who are not customers from using the tables, chairs, and other materials and equipment that are part of the sidewalk café so long as that use is consistent with the requirements of this article.

(i) Nothing in this ordinance shall be deemed to restrict the City from closing portions of streets, sidewalks, alleys, public parking lots, and other public ways of the city for the purpose of creating temporary public gathering spaces and permitting the drinking or carrying for the purpose of immediate consumption of

intoxicating liquor or fermented malt beverages in such spaces. No permits shall be issued pursuant to this article or Articles VIII or IX of this chapter in such spaces. Except as provided in this subsection, the provisions of this article shall not apply to such temporary public gathering spaces.

Sec. 110-605. - Revocation; penalties.

(a) The approval of a parklet permit is conditional at all times. A parklet permit may be suspended or revoked by the city clerk as a result of any violation of the provisions of this article or of violation of the provisions of any city ordinance or state or federal statute relating to activity occurring within the parklet. Suspension or revocation shall be effective upon written notice to the holder of the permit which shall either be personally served upon the permittee or the permittee's agent or mailed to the permittee's address as contained in the most recent parklet permit application. Such written notice shall inform the permittee of the opportunity to be heard on the matter. Any hearing shall be before the licensing, hearings, and public safety committee of the common council.

(b) Any person, licensee, permit holder or applicant violating any provision of this article shall be subject to a forfeiture of not less than $100.00 nor more than $500.00 for each separate violation, and in default of payment thereof to imprisonment in the county jail until such forfeiture is paid, but not to exceed 30 days."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. 6 - 21 - 22. By Alderpersons Felde and Ackley.
June 7, 2021.

AN ORDINANCE amending the Municipal Code so 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 café 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.

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

Section 1. Sec. 10-2 of the Municipal Code entitled "Drinking on public streets" is hereby repealed and recreated so as to read as follows:

"Sec. 10-2. - Drinking on public streets.

(a) No person shall drink or carry for the purpose of immediate consumption any intoxicating liquor or fermented malt beverage upon the streets, sidewalks, alleys, public parking lots, and other public ways of the city. Any person carrying any open can, cup, glass, bottle or similar drinking vessel containing intoxicating liquor or fermented malt beverages upon the streets, sidewalks, alleys, public parking lots, and other public ways of the city shall be in violation of this section.

(b) Such proscription, as it relates to fermented malt beverages, shall not be applicable to persons who have attained the legal drinking age and are:
    (1) Attending a block party for which a permit has been issued in accordance with section 110-313; or
    (2) Attending a street festival for which a permit has been issued in accordance with section 110-403.

(c) Such proscription shall not be applicable in areas holding a sidewalk café permit pursuant to section 110-502 if:
    (1) The sidewalk café is part of a premises licensed for the serving of alcoholic beverages; and
    (2) The person is a patron of the establishment holding said sidewalk café permit; and
    (3) Neither the patron nor the establishment is in violation of the regulations for such sidewalk cafés set forth in section 110-503.

(d) Such proscription shall not be applicable in parklets, as that term is defined in section 110-601 if:

ltr's amend's adopt

(1) The parklet is part of a premises licensed for the serving of alcoholic beverages; and
(2) The person is a patron of the establishment holding said parklet permit; and
(3) Neither the patron nor the establishment is in violation of the regulations for such parklets set forth in section 110-604.

(e) Such proscription shall not be applicable in city-designated temporary public gathering spaces as described in section 110-604(i). Such temporary public gathering spaces shall be designated by the council via resolution.

(f) Any person violating the provisions of subsection (a) of this section shall be subject to a forfeiture of not less than $100.00 nor more than $500.00, plus costs, and in default of payment thereof to imprisonment in the county jail until such forfeiture is paid, but not to exceed 30 days.

(g) Any person under 18 years of age who violates this section shall be subject to a forfeiture of not more than $25.00, except that disposition in proceedings against a person under 18 years of age on the date of disposition shall be as provided in Wis. Stats., § 48.344."

Section 2. Sec. 10-8 of the Municipal Code entitled "Plaza 8; consumption of alcohol beverages" is hereby repealed.

Section 3. Articles VIII and IX of Chapter 110 of the Municipal Code are hereby repealed and new Articles VIII, IX, and X are hereby created so as to read as follows:

"ARTICLE VIII. - STREET FESTIVALS

Sec. 110-401. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Street festival means a public event sponsored by one or more individuals, businesses, or organizations held within a city street right-of-way or other public thoroughfare that has been temporarily closed for the occasion. Block parties, as defined in section 110-311 of this code, are not street festivals.

Temporarily means for a period of less than 72 hours. Individuals, businesses, or organizations who wish to close a city street right-of-way or other public thoroughfare for more than 72 hours may wish to consider obtaining a parklet permit pursuant to Article X of this chapter.

Sec. 110-402. - Penalty.

Any violation of or noncompliance with this article shall subject the violator to a forfeiture of not less than $50.00 or more than $500.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 15 days

Sec. 110-403. - Application for permit.

(a) An application for a street festival permit shall specify and include the following:
    (1) The time and date during which the street will be closed.
    (2) The exact portion of the street to be closed.
    (3) The full name and address of the sponsor(s) of the street festival; if any such sponsor is a partnership, the full names and addresses of each partner; and if any such sponsor is a corporation or limited liability company, the full name and address of each director of said corporation or company.
    (4) A list of all adults who reside or do business on that portion of the street.
    (5) A statement that all such adults have been contacted concerning the proposed closing, together with a list of all those who objected to the closing.
    (6) A statement as to whether alcohol will be served, sold, or given away during the street festival.
    (7) A statement as to whether alcohol will be permitted in the closed right-of-way.
    (8) If any alcoholic beverages are to be served, sold, or given away during the festival, the following shall also be included:
        a. The name and address of the licensed agent for the sale of alcohol beverages.
        b. A specific plan indicating where alcohol will be served, where patrons will be permitted to carry the beverages, and how underage persons will be prevented from obtaining such beverages illegally.

c. Evidence that the sponsor of the street festival has the proper licenses and permits to serve alcohol, and has obtained the proper documentation (such as a temporary change of premises) to allow them to serve, sell, or give away alcoholic beverages in the right-of-way.

(9) A description of the steps that will be taken to ensure the safety of all concerned.

(10) Evidence that the sponsor has obtained liability insurance in the amount of at least $100,000.00 per individual and $300,000.00 per incident or occurrence and has named the City of Sheboygan as an additional insured.

(11) Any other rules promulgated by the common council.

(b) If any person who resides or does business in the blocked-off portion of the street objects to such closing, application for the permit shall be denied.

Sec. 110-404. - Street closing.

Upon application for a street festival permit, the chief of police may grant a permit to close a definite and limited portion of a city street. No such permit shall be granted when the chief of police or his or her designee determines, in his or her discretion, that closing a street or portion thereof:

(a) Would be illegal or unsafe; or

(b) Would cause, be likely to cause, or tend to cause unreasonable traffic congestion; or

(c) Would result in a disturbance of the peace; or

(d) Would endanger the public health, welfare and safety; or

(e) Would unreasonably hamper access to a residence or business place.

Sec. 110-405. - Responsibilities of applicant.

(a) Acceptance of a permit required by this article shall make the applicant primarily liable for damages to persons or property because of the closing. The city shall not be liable for any damage caused by the street closing.

(b) An applicant issued a permit under this article shall notify the police and fire departments, bus companies and private ambulance

services no less than three business days prior to the street closing.

(c) The applicant shall be responsible for procurement, placement and maintenance of barricades used to barricade streets under this article.

(d) It shall be unlawful to hold a street festival under circumstances where barricades do not completely block off vehicular traffic from the portion of the street being closed by authority of the permit.

(e) If the street is barricaded during hours in which vehicles are required to use headlights, lights and reflectors must be clearly and visibly placed and maintained on the barricades by the applicant, and it shall be unlawful to fail to have such light or reflectors on the barricades.

(f) Music or noise levels must be kept at a reasonable level as not to disturb others. Failure to keep music or noise to a reasonable level is a violation of section 66-71 of this code.

(g) Upon denial of an application for a street festival permit, an appeal may be made to the common council.

Sec. 110-406. - Permit hours.

(a) Street festivals and all activities connected therewith shall start no earlier than 10:00 a.m.

(b) No alcoholic beverages may be served, sold, or given away outdoors at a street festival after 10:00 p.m.

(c) All outdoor music at street festivals shall end no later than 10:30 p.m.

(d) All streets and rights-of-way closed by a street festival shall be cleared and re-opened to public travel by 12:00 midnight. However, if the applicant applies for street closure on consecutive days, and if the chief of police has approved said application, the street may remain blocked overnight from the first until the last consecutive day of the street festival; however, no person, other than the applicant or a bona fide employee thereof while performing duties related to the street festival, shall be permitted within the street or its right of way between 12:00 midnight and 10:00 a.m.

ARTICLE IX. - SIDEWALK CAFÉS

DIVISION 1. - GENERALLY

Sec. 110-500. - Definition.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Sidewalk café means any group of tables, chairs, benches, barriers or partitions, trash containers and suitable decorative devices maintained upon any part of the public sidewalk for use by an establishment in the sale to the public of food, refreshments, and beverages of all kinds.

Sec. 110-501. - Permit required.

(a) Except as provided in articles VI, VIII, and X of this chapter, it shall be unlawful for any person to sell or serve, or offer to sell or serve any food, refreshment, or beverage upon any public sidewalk, except in areas holding a sidewalk café permit pursuant to section 110-502.

(b) It shall be unlawful for any person to sell or serve, or offer to sell or serve any alcoholic beverage upon any public sidewalk within the City of Sheboygan unless said sidewalk is part of a licensed premises pursuant to chapter 10 of this Code.

Sec. 110-502. - Sidewalk café permit.

(a) *Annual license*. The fee for an annual sidewalk café permit shall be the greater of $50.00 or $1.00 per square foot, but shall not exceed $2,500.

(b) *License fee*. The license fee shall be paid to the city treasurer. Annual licenses shall be issued on the 15th day of April each year or thereafter when applied for and shall expire on the 14th day of April of the year following its issuance.

(c) *Application*. Each application for a sidewalk café permit shall be filed with the city clerk's office. The application for new and returning sidewalk cafés shall include the following:

(1) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property; the proposed location of the sidewalk café; the size and number of tables, chairs, steps, planters, and

umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the sidewalk café. This layout shall be submitted on eight and one-half-inch by eleven-inch (8 1/2 x 11 inch) paper, suitable for reproduction.

(2) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the sidewalk café.

(3) An indication of whether the applicant intends to sell or serve alcoholic beverages; those indicating such an intention shall submit proof that they have the required alcohol beverage license and that the site of the sidewalk café is part of the licensed premise;

(4) Proof of insurance as required pursuant to section 110-503(e);

(5) An agreement that the applicant and the applicant's heirs and assigns shall:

a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon city right-of-way;

b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the State of Wisconsin or the City of Sheboygan;

c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the State of Wisconsin or the City of Sheboygan;

d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the State of Wisconsin, or the City of Sheboygan;

e. Make such construction and/or alterations and maintain the same subject to the approval of the city building inspector and director of public works, and shall waive the right to contest in any manner the validity of the encroachment agreement.

f. The city clerk shall grant or deny all applications for parklet permits. However, no such permit shall be granted until the City Attorney, the Chief of Police, the Director of Public Works, and the City Planner (or their designees) has reviewed the application and made a recommendation to the city clerk. If the city planner, in his or her sole discretion, determines that plan commission approval is required or appropriate, he may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications related to the permit application.

Sec. 110-503. - Regulations.

(a) Each sidewalk café shall remain within the approved boundaries of the sidewalk café site as set forth on the approved application.

(b) No person shall consume, nor shall any holder of any sidewalk café permit consumption of alcohol beverages in a sidewalk café unless the person consuming the alcohol is seated at a table in the sidewalk café site. No container of alcohol beverages shall be present in a sidewalk café between 10:00 p.m. and 10:00 a.m.

(c) Each holder of a sidewalk café permit shall have in force adequate liability insurance and shall agree to indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, lawsuits, loss, damage, causes of action, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the permit is granted. As evidence of liability insurance, the applicant shall annually prior to issuance of a permit furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability insurance) naming the City of Sheboygan and its employees and agents as additional insureds, with minimum limits of $1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days written notice to the city upon cancellation, non-renewal, or material change in the policy.

(d) Each sidewalk café serving alcoholic beverages shall be responsible for policing the area of the sidewalk café to be

sure that customers are of the legal drinking age, that all laws related to the presence of underage persons on premises are being strictly followed, and that alcohol beverages are not removed from the premises.

(e) All sidewalk cafés shall be closed and all tables, chairs, and all other materials and equipment removed immediately upon request of a police officer or a representative of the department of public works for such a length of time as said officer or representative shall designate. No sidewalk cafés that is part of a licensed premise shall remain open during closing hours as set forth in sections 10-64 and 10-112 of this Code. No patron shall remain or be permitted to remain within the sidewalk café area during closing hours, regardless of whether the sidewalk café has permanent facilities.

(f) No sidewalk café or the barriers or furniture within the café shall be arranged in such a way as to interfere with the free use of the sidewalk by pedestrians, and in no case shall placement of café barriers and furniture reduce the travelable width of the sidewalk to less than five feet pursuant to the Americans with Disabilities Act.

(g) In the event of failure to exercise the privilege granted by a sidewalk café permit within six months of granting, regardless of the date of issuance, the permit shall become null and void.

(h) Sidewalk café permit holders may exclude persons who are not customers from using the tables, chairs, and other materials and equipment that are part of the sidewalk café. However, no person shall in any way impede, prevent, or exclude any person from any legal use of the public sidewalk, including by in any way permitting the reduction of the accessible width of the walkway to less than five feet.

Sec. 110-504. - Revocation; penalties.

(a) The approval of a sidewalk café permit is conditional at all times. A sidewalk café permit may be suspended or revoked by the city clerk as a result of any violation of the provisions of this article or of violation of the provisions of any city ordinance or state or federal statute relating to activity occurring within the sidewalk café. Suspension or revocation shall be effective upon written notice to the holder of the permit which shall either be personally served upon the permittee or the permittee's agent or mailed to the permittee's

address as contained in the most recent parklet permit application. Such written notice shall inform the permittee of the opportunity to be heard on the matter. Any hearing shall be before the licensing, hearings, and public safety committee of the common council.

(b) Any person, licensee, permit holder or applicant violating any provision of this article shall be subject to a forfeiture of not less than $100.00 nor more than $500.00 for each separate violation, and in default of payment thereof to imprisonment in the county jail until such forfeiture is paid, but not to exceed 30 days.

ARTICLE X. - PARKLETS

Sec. 110-600. - Purpose.

To further encourage the revitalization of the downtown and adjacent areas of the city, including the development of social and economic activity, the city council finds and determines:

(a) That there exists a need for outdoor eating facilities in certain areas of the city to provide a unique environment for relaxation, social interaction, and food consumption;

(b) That parklets will permit enhanced use of the available public rights-of-way, will complement restaurants operating from fixed premises, and will promote economic activity in the area;

(c) That the existence of parklets encourages additional pedestrian traffic, but their presence may impede the free and safe flow of pedestrians. Therefore, a need exists for regulations and standards for the existence and operation of parklet cafés to ensure a safe environment.

(d) That the establishment of permit conditions and safety standards for parklets is necessary to protect and promote public health, safety, and welfare

Sec. 110-601. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Parklet means an expansion of a business or businesses creating an outdoor public facility on part of the public street right-of-way that adjoins the premises.

Public street right-of-way or *public right-of-way* means any public street, sidewalk, parking lot, or public way within the City of Sheboygan

Restaurant means an establishment holding a State of Wisconsin restaurant license.

Sec. 110-602. - Parklet permit.

(a) *Annual license*. The fee for an annual parklet café permit shall be the greater of $50.00 or $1.00 per square foot, but shall not exceed $2,500.

(b) *License fee*. The license fee shall be paid to the city treasurer. Annual licenses shall be issued on the 15th day of April each year or thereafter when applied for and shall expire on the 14th day of April of the year following its issuance.

(c) *Issuance*. The city clerk shall grant or deny all applications for parklet permits. However, no such permit shall be granted until the City Attorney, the Chief of Police, the Director of Public Works, and the City Planner (or their designees) has reviewed the application and made a recommendation to the city clerk. If the city planner, in his or her sole discretion, determines that plan commission approval is required or appropriate, he may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications related to the permit application. No parklet permit shall be granted or issued unless all operations, including the potential sale or service of alcoholic beverages, can be done in compliance with all relevant ordinances and statutes.

(d) *Application*. Each application for a parklet permit shall be filed with the city clerk's office. The application for new and returning sidewalk cafés shall include the following:

(1) A valid copy of all necessary licenses, permits or certificates required by the County of Sheboygan, the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including, but not limited to, restaurant and alcohol beverage licenses.

(2) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property; the proposed location of the parklet; the size and number of tables, chairs, steps, planters, and umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch (8 1/2 x 11 inch) paper, suitable for reproduction.

(3) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the parklet café or parklet.

(4) Proof of insurance as required pursuant to section 110-604(d);

(5) An agreement that the applicant and the applicant's heirs and assigns shall:

a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon public right-of-way;

b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the State of Wisconsin or the City of Sheboygan;

c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the State of Wisconsin or the City of Sheboygan;

d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the State of Wisconsin, or the City of Sheboygan;

e. Make such construction and/or alterations and maintain the same subject to the approval of the city building inspector and director of public works, and shall waive the right to contest in any manner the validity of the encroachment agreement.

(6) An agreement to be bound by the standards in Sec. 110-603 and the regulations in Sec. 110-604.

(e) *Transfer*. A parklet permit may be transferred to a new owner or permittee only for the location and area listed in the permit and only if the new owner or permittee can show they are capable of meeting all relevant regulations. If the site plan will change, a new plan must be filed and approved prior to the use under the new site plan. A new certificate of insurance must be filed with the city before the permit transfer.

Sec. 110-603. - Standards.

The following standards, criteria, conditions, and restrictions shall apply to all parklets, provided, however, that the city clerk, in conjunction with the appropriate city staff, may impose additional conditions and restrictions to protect and promote the public health, safety, or welfare, to prevent a nuisance from developing or continuing, and to comply with this section, the City of Sheboygan Code of Ordinances, and all applicable state and federal laws.

(a) Parklets shall be permitted only within the Central Commercial District of the City (Section 15.105(3)(f)1, Sheboygan Zoning Ordinance), and shall not be permitted adjacent to any state through highway.

(b) Parklets shall be restricted to public rights-of-way immediately adjacent to the business to which the permit is issued.

(c) Parklets will require a conditional use permit (CUP) if the parklet occupies more than two (2) street parking spaces.

(d) All appurtenances upon parklet sites that occupy street parking spaces shall be located a minimum of two (2) feet from the nearest edge of any traveled way.

(e) Tables, chairs, umbrellas or other fixtures in the parklet:

(1) shall not be placed within five (5) feet of fire hydrants, alleys, bike racks, trees, grates, or pedestrian crosswalks;

(2) shall not block designated ingress, egress, or fire exits from or to the restaurant, or any other structures;

(3) shall not be physically attached, chained, or in any manner affixed to any structure, tree, signpost, or light pole;

(4) may be removed by the City at the owner's expense;

(5) shall be maintained in a clean, sanitary and safe manner;

(6) shall be commercial-grade furniture;

(7) shall not be placed outside or hang over the designated parklet café or parklet area.

(f) Parklets shall be operated and maintained April 1st through October 31st. Parklets and all materials and appurtenances therein that have not been removed after October 31st may be removed by the City at the owner's expense.

(g) Parklets, along with the sidewalk and roadway immediately adjacent to it, shall be maintained in a neat and orderly manner at all times. Debris shall be removed as required during the day and again at the close of each business day. Maintenance details shall include access panels and how drainage will be provided, including along the existing gutter, as appropriate.

(h) Parklet decking or platforms adjacent to curbs must be flush with the curb, may not have more than a 1/2" gap from the curb, shall allow for access underneath the decking or platform, and shall not impede curbside drainage.

(i) All rails around parklets in street parking spaces must be capable of withstanding a 200-pound horizontal force.

(j) Parklets in street parking areas shall be required to have reflective tape, soft hit posts, and wheel stops. If deemed appropriate, the parklets in street parking areas may be required to have edging such as planters, railing or cables as a condition of issuance of a permit. In any case, any edge in such a parklet shall be visually permeable, and if cables are used, vertical spacing between cables may not exceed six (6) inches.

(k) Umbrellas and other decorative material within a parklet shall be made of treated wood, canvas, cloth, or similar material that is manufactured to be fire resistant. No portion of an umbrella shall be less than six (6) feet eight (8) inches above the sidewalk. Umbrellas must be secured.

(l) Signs used in a parklet shall be in accordance with Chapter 98 of this code and Subchapter 15-8 of the Sheboygan Zoning Ordinance. However, up to two temporary easel signs shall be permitted in parklets that include an entire closed street right-of-way. Such signs shall remain in the parklet only during hours of operation.

(m) No food preparation, food or beverage storage, refrigeration apparatus, or equipment shall be allowed in a parklet unless specifically authorized by the director of planning and development or his or her designee as part of a special event.

(n) No amplified entertainment shall be allowed in a parklet unless specifically authorized by the director of planning and development or his or her designee as part of a special event.

(o) A copy of the site plan, as approved in conjunction with the current parklet permit, shall be maintained on the permittee's premise and shall be available for inspection by city personnel at all times.

(p) The city, its officers and employees shall not be responsible for parklet fixtures that are relocated or damaged.

(q) Patio heaters shall not be permitted on the parklet café or parklet unless authorized by the Fire Chief.

(r) No parklet shall be designed or maintained in such a way as to reduce visibility for drivers and pedestrians at crosswalks and intersections.

(s) All elements of parklet shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of the City of Sheboygan Zoning Ordinance, this Code (including the Building Code contained in Chapter 26 hereof), the Americans with Disabilities Act (ADA), and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Sec. 110-604. - Regulations.

(a) Except as provided in articles VI, VIII, or IX of this chapter, it shall be unlawful for any person to sell or serve, or offer to sell or serve any food, refreshment, or beverage upon any public street right-of-way, except in areas holding a parklet permit pursuant to section 110-XXX.

(b) Except as provided in articles VI, VIII, or IX of this chapter, it shall be unlawful for any person to sell or serve, to offer to sell or serve, or to consume any alcoholic beverage on a public street right-of-way; or for any parklet permittee to permit consumption of alcohol beverages in a parklet except in compliance with all of the following regulations:

(1) The parklet permittee shall have a valid and appropriate retail alcohol beverage license for the premises.

(2) The retail alcohol beverage license premises description shall include the parklet in the description of the licensed premises and said parklet shall be entirely contiguous with the remainder of the licensed premises, as required by state law.

(3) The retail alcohol beverage license held by a parklet permittee must permit the sale of the type of alcohol beverages served in a parklet café.

(4) Alcohol beverages within a parklet may be sold and served only by the licensee or licensee's duly licensed employees and sold or served only to patrons seated at tables in the parklet.

(5) Alcohol beverages within a parklet may be served only by the licensee or the licensee's employees and in compliance with all relevant alcohol beverage laws, ordinances, and regulations.

(6) Alcohol beverages may only be served in a parklet when food service is available through the licensed establishment.

(7) A parklet permittee shall be responsible for policing the parklet to prevent underage persons from entering or remaining in the parklet, except when underage persons are allowed to be present on the licensed premises under the relevant alcohol beverage laws, ordinances, and regulations.

(8) A parklet permittee shall not allow patrons of the parklet to bring alcohol beverages into the parklet from another location, nor to carry open containers of alcohol beverages about in the parklet, nor to carry open containers of alcohol beverages served in the parklet outside the parklet. The carrying or consumption of any alcohol beverage by a p

(9) The area of the restaurant from which the alcohol beverages are dispensed shall be located indoors and shall not be located in the parklet area

(10) At times of closing or during times when consumption of alcohol beverages is prohibited, permittee shall remove from the parklet all containers used for or containing alcohol beverages. No container of alcohol beverages shall be present in a parklet between 10:00 p.m. and 10:00 a.m.

(11) The carrying or consumption of any alcohol beverage by a person in violation of this subsection shall be a violation of 10-2 of this Code.

(c) Each parklet shall remain within the approved boundaries of the parklet site as set forth on the approved application.

(d) Each holder of a parklet permit shall have in force adequate liability insurance and shall agree to indemnify, defend, and

hold the city, its employees and agents harmless against all claims, liability, lawsuits, loss, damage, causes of action, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the permit is granted. As evidence of liability insurance, the applicant shall annually prior to issuance of a permit furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability insurance) naming the City of Sheboygan and its employees and agents as additional insureds, with minimum limits of $1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days written notice to the city upon cancellation, non-renewal, or material change in the policy.

(e) All parklets shall be closed and all tables, chairs, and all other materials and equipment removed immediately upon request of a police officer or a representative of the department of public works for such a length of time as said officer or representative shall designate. parklet that is part of a licensed premise shall remain open during closing hours as set forth in sections 10-64 and 10-112 of this Code. No patron shall remain or be permitted to remain within the parklet area during closing hours, regardless of whether the sidewalk café has permanent facilities.

(f) No parklet or the barriers or furniture within the parklet shall be arranged in such a way as to interfere with the free use of the sidewalk by pedestrians, and in no case shall placement of parklet barriers and furniture reduce the travelable width of the sidewalk to less than five feet pursuant to the Americans with Disabilities Act.

(g) In the event of failure to exercise the privilege granted by a parklet permit within nine months of granting, regardless of the date of issuance, the permit shall become null and void.

(h) Parklet permit holders may not exclude persons who are not customers from using the tables, chairs, and other materials and equipment that are part of the sidewalk café so long as that use is consistent with the requirements of this article.

(i) Nothing in this ordinance shall be deemed to restrict the City from closing portions of streets, sidewalks, alleys, public parking lots, and other public ways of the city for the purpose of creating temporary public gathering spaces and permitting the

drinking or carrying for the purpose of immediate consumption of intoxicating liquor or fermented malt beverages in such spaces. No permits shall be issued pursuant to this article or Articles VIII or IX of this chapter in such spaces. Except as provided in this subsection, the provisions of this article shall not apply to such temporary public gathering spaces.

Sec. 110-605. - Revocation; penalties.

(a) The approval of a parklet permit is conditional at all times. A parklet permit may be suspended or revoked by the city clerk as a result of any violation of the provisions of this article or of violation of the provisions of any city ordinance or state or federal statute relating to activity occurring within the parklet. Suspension or revocation shall be effective upon written notice to the holder of the permit which shall either be personally served upon the permittee or the permittee's agent or mailed to the permittee's address as contained in the most recent parklet permit application. Such written notice shall inform the permittee of the opportunity to be heard on the matter. Any hearing shall be before the licensing, hearings, and public safety committee of the common council.

(b) Any person, licensee, permit holder or applicant violating any provision of this article shall be subject to a forfeiture of not less than $100.00 nor more than $500.00 for each separate violation, and in default of payment thereof to imprisonment in the county jail until such forfeiture is paid, but not to exceed 30 days."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Barbara Felde

Betty Wachs

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III 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.

_____ _____

_____ _____

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