ATTACHMENTS

Nick Laurie

1907 North 4th Street, Sheboygan, WI 53081
708-287-9832 | nlaurie89@gmail.com

PROFESSIONAL EXPERIENCE

SECURA Insurance Neenah, WI
Commercial Lines Underwriter *March 2019 – Present*

- Support one of SECURA's top initiatives of growing a profitable book of business for the state of Minnesota, specifically by expanding a $7.5M commercial insurance portfolio
- Own and maintain a $4M book of grocery retail business while providing subject matter expertise on SECURA's Elite Grocer program to agents and fellow underwriters
- Develop relationships with SECURA's existing independent agencies and assist Sales in the process of on-boarding new agencies
- Provide market insight and process improvement recommendations to SECURA's Research and Development and Underwriting leadership

Acuity Insurance Sheboygan, WI
Commercial Lines Underwriter *June 2016 – March 2019*

- Managed and expanded a $6.5M profitable book of commercial insurance accounts in the state of Arizona while conforming to Acuity's established underwriting guidelines
- Supported and cultivated professional relationships with assigned insurance agencies to provide exemplary service and support to their client base
- Provided education, training and promotion of Acuity's insurance product offerings and market appetite to the agency force
- Collaborated and partnered with other business groups such as sales, claims, and project management to sustain quality service and achieve profitable growth

Aon Chicago, IL
Strategic Optimization Consultant *October 2015 – April 2016*

- Supported the planning and execution of large-scale initiatives, ranging from process and organization design, and operating model strategy across Aon's global enterprise
- Assessed the current state processes, organization structures, and operating models of Aon's business units to identify efficiencies, savings, and improvements
- Developed process flows, organization models, and operating model methodologies that supported an optimized future state
- Provided ongoing project management support and communication to stakeholders

Allstate Insurance Northbrook, IL
Management Consultant *July 2014 - October 2015*

- Provided integrated consulting services to Allstate Insurance's business partners to achieve company vision with profitable and transformational growth
- Utilized methodologies focused on new operating models, business opportunities, improved process performance, and other general management consulting services
- Created and maintained client partnerships with a common focus on surpassing customer and agency needs
- Maintained the practice's time management system to track billable hours and conduct utilization reports

Product Operations Senior Associate *September 2013 - July 2014*

- Managed margins and drove profitable growth by implementing compliance and discretionary projects that ensured quality, budget, and timeliness
- Developed new and/or updated contract language and managed contract-related forms and documents to support corporate strategies and products that met customers' needs and were compliant with state laws
- Coordinated multi-state projects of varied size and difficulty involving multiple stakeholders across the company
- Conducted and evaluated insurance product research and analysis to support contract strategy

Claims Service Adjuster *July 2011 - September 2013*

- Provided the highest standards of customer service by assessing property insurance policies, determining the value of the claim and negotiating settlements

- Executed over 30 property claims, both regular business and catastrophic, as well as scheduled personal property and theft claims on a daily basis
- Investigated and handled errors and omissions, mortgage-represented claims, and supplemental adjustments
- Provided training and support to new adjusters with policy coverage decisions and claim handling practices

PROFESSIONAL DESIGNATIONS, ACTIVITIES AND AWARDS

Chartered Property Casualty Underwriter (CPCU) *September 2015*

Associate in Claims (AIC) *July 2012*

Employee Activity Committee (Acuity) *July 2017 – March 2019*

- Planned, organized, and led company-wide events for Acuity's 1,000+ employees to help cultivate Acuity's culture
- Managed vendor and community relations for large-scale events such as the annual summer picnic and holiday party

Business Acumen Community of Practice – Lead (Allstate) *August 2014 - October 2015*

- Created accessible and comprehensive packages of information on key insurance topics, specifically claims and products, to enhance the practice's business acumen
- Organized and led quarterly training sessions on the above topics

IS&O Learning & Development Committee – Communication Lead (Allstate) *January 2014 - July 2014*

- Created and delivered department-wide communications and marketing material
- Organized and led sessions pertaining to employee development, wellbeing, and business knowledge

Awards

- Inside Adjuster of the Quarter - National Catastrophe Team (Allstate) *October 2012*
- Behavior Leadership Unsurpassed Excellence Winner - National Catastrophe Center (Allstate) *October 2012*

VOLUNTEER EXPERIENCE

Above & Beyond Children's Museum Sheboygan, WI
Exhibits Committee Member *May 2018 – August 2019*

- Assisted in the planning and implementation of new and innovative exhibits for the museum

RefugeeOne Chicago, IL
Volunteer *April 2014 – April 2016*

- Coordinated donations and assisted in arranging an apartment for a refugee family

Rebuilding Together Metro Chicago Chicago, IL
Volunteer *April 2015*

- Repaired the home of an elderly, disabled, and low-income resident as part of National Rebuilding Day

EDUCATION

Boston University Remote
Master of Science in Insurance Management *January 2021 – Present*

University of Illinois at Urbana-Champaign Champaign, IL
Bachelor of Science in Architectural Studies, Minor in Spanish *May 2011*

Accademia Italiana Florence, Italy
Italian Immersion Program *Summer 2009*

TRAVEL

Since studying in Italy the summer of my junior year in college, I have developed a passion for seeing and experiencing as many cultures as possible. I believe we can learn and understand so much from one another if we take the time and compassion to do so.

Throughout our 8 years of marriage, my wife and I have been on several large trips that we have planned on our own. We spent 3 weeks in Summer 2014 backpacking through Europe and utilizing bus, train, and air travel to visit 8 different countries (Ireland, Belgium, Luxembourg, the Netherlands, Poland, Hungary, Slovakia, the Czech Republic). The following summer, we did a 3 week road trip from Chicago to San Francisco, traveling through many National Parks (the Badlands, Grand Teton, Yellowstone, Glacier, Olympic). Then in the summer of 2016 we organized our own 3 week trip traveling around Southeast Asia (Singapore, Indonesia, Malaysia) visiting several more remote islands such as the Gili Islands in Indonesia and Redang Island off the Eastern coast of Malaysia.

Since then, we have enjoyed visiting many closer destinations and have a goal of visiting all of Wisconsin's State Parks (we are about a third of the way there!).

Peter W. Janssen

620 S. 8th St. Sheboygan, WI 53081 ~ (608) 712-9602 ~ petejanssen27@gmail.com

Education

University of Wisconsin-Madison Madison, WI
Bachelor of Science (B.S.) GPA - 3.5 *May 2020*
Major: Atmospheric & Oceanic Science - Risk Management & Insurance
Minor/Certificate: German

Experience

Acuity Insurance Sheboygan, WI
Commercial Lines Underwriter *June 2020 - Current*

- Obtain & analyze underwriting information, make consistent decisions in accordance with the company's underwriting policies, practices, and standards.
- Encourage and assist in the production of profitable commercial lines business by maintaining excellent working relationships with agents, the sales department, and other Acuity personnel.
- Effectively communicate underwriting decisions and the reasoning in such a way as to preserve and enhance a positive relationship with agents and agencies.
- Utilize necessary company resources and apply broad underwriting knowledge to specific or unique situations.

Cooperative Institute for Meteorological Satellite Studies Madison, WI
Research & Outreach Assistant *May 2018 – May 2019*

- Evaluate financial & physical property damage utilizing catastrophe modeling software (HAZUS/ArcMap)
- Organize scientific conferences with 200+ attendees, manage relevant materials and coordinate with outreach specialist to ensure smooth operations
- Develop and guide public tours of atmospheric sciences building, clarify complex science concepts to a public audience to inspire interest in science
- Coordinate and assist State researcher with analysis of flooding perils for presentation before U.S. Senators

Breese Stevens Field Madison, WI
Warehouse Operations Manager *July 2016 – November 2017*

- Directed & oversaw a team of ~20 warehouse employees and beverage vendors
- Managed team during high-level concerts to keep beverage services operating efficiently in a fast-paced environment
- Implemented beverage inventory system for the venue which decreased inventory shrinkage by an estimated 15%
- Monitored product movement and calculated total sales for events with 5,000+ attendees

Volunteer & Extracurriculars

Risk Management & Insurance Society UW-Madison
Professional Development Coordinator *Spring 2019 – Fall 2019*

- Researched and connected student members with companies accepting applications for jobs & internships
- Collaborated weekly with the officer team to plan club events and assisted in club leadership restructuring
- Attended RIMS in April 2019 – Boston, MA – more like other bullets

National Ski Patrol Mt. Horeb
Ski Patroller *2015 – 2020*

- Certified Outdoor Emergency Care Technician (OEC); current in CPR certification by American Red Cross
- Provide on-hill first aid and emergency extraction for patrons & facility staff

Relevant Skills

- Python – Intermediate
- ArcMap – Intermediate
- HAZUS – Intermediate

Achievements

- **Boy Scouts of America**

Eagle Scout Rank

- **UW-Madison German Dept.**

Undergraduate Excellence Award

Deb Sabol-Williams dsabolwilliams@gmail.com 920 946 5082 2425 S. 11th Street Sheboygan WI

Retiree (June 2016) Founder and Artistic Director Theater For Young Audiences 1989-2016

Community Volunteer 2021
Girl Scouts of Manitou Council – Board Member
Theater For Young Audiences (TYA) – Director Emeritus
Habitat For Humanity Lakeside - Committee Member Resources & Development
Live Forever Project (Staging Our Elders' Stories) – Troupe Member
Literacy Council -Tutor

I have always had an interest in learning about different cultures and promoting goodwill between peoples. I am fascinated by the stories we tell, the foods we eat, our music, languages, clothing, customs, games, and dances that make us human.

That interest was integral to my work with TYA, producing plays that enabled our school and family audiences to travel to faraway places and walk in the shoes of others without ever leaving their seats.

My first foray into exchanges happened in 1990. I coordinated a letter/artwork exchange along with Bill Lambrecht, a social studies teacher at North High. It was in conjunction with TYA's production of a Russian folk tale "Fool of the World". Bill had initiated the contacts in Ivanosoky Oblast, U.S.S.R. Thru our efforts, we linked schools there with Sheboygan county schools. Letters and artwork were exchanged. The project culminated with an art display and videotaped celebration at Memorial Mall. Bill personally visited Ivanoskoy Oblast with the letters and art work from Sheboygan county children. Bill was a celebrity! His time spent there was truly memorable. I was hooked.

My sons attended Longfellow, a vibrant multi-cultural elementary school. One of my fondest projects at Longfellow, was our staging of *Cinderella*. This timeless tale of a poor girl who loses her slipper and marries a prince is told in 700 different versions around the world. In our production we staged the French version by Perrault and the Hmong story simultaneously using an entertaining start and stop, compare and contrast method; fairy godmother/gentle cow, the Ball/Hmong New Year, violin/ geng and so on. Hmong families generously shared their traditional New Year's regalia. Used prom and bridesmaid gowns were provided by others. Children of all backgrounds performed in both versions. It was a joyful exchange!

Our sons were in middle school when our teenage cousin Ricky from Slovakia spent a summer with us. He biked every day to Old Wisconsin Sausage Company where he worked with the master sausage maker. Ricky helped link us to our family and roots in Slovakia. He and his wife live in Kosice with their three children. We sent them Wigwam socks and Old Wisconsin samples at Christmas!

When our boys attended South High School we ventured into hosting. Our first experience was hosting a French teacher, Amadou from Senegal for one semester. After that we formally began hosting AFS students. Florian, Sara, Eri, Lisa, Emilia, Laura, JiJi, Sophie, Arianna and their families came into our lives. Our AFS kids are adults but still keep in contact via Zoom & Skype. Seeing the world from their point of view has been a very enriching and rewarding experience. We have been fortunate to stay with their families in Thailand, Denmark and Finland. We plan to visit the others. We send them all Wigwam socks too! I have also visited Kyoto and Nagoya in Japan.

Tutoring has brought me into the lives of refugees from Somalia and Myanmar. My eyes have been opened thru their stories. I have come to know people of resilience, courage, good-humor, and generosity.

I would be honored to serve on the Mayor's International Committee.

I would like to help promote global citizenship here in Sheboygan while building friendships with our sister cities and beyond.

Anthony Rammer
3318 Maple Circle
Sheboygan, WI 53081
(920) 912-7111(cell)
trammer@Johnsonville.com

EDUCATION:
Bachelor of Fine Arts-Visual Communication
Peck School of the Arts-UW Milwaukee

EMPLOYMENT:
Johnsonville Sausage/Creative Director
1993 to the present

DuFour & Associates-Sheboygan
Art Director/production
1986-1993

COMMUNITY INVOLVEMENT:
• John Michael Kohler Art Center-Board Chair/Current
Member of the Board for 10+ years
-Gala fundraising
-Member Development and Retention

• Sheboygan Jaycees(15 years)
Past Chapter President and COB

• Boys & Girls Clubs of Sheboygan County
Past Board Member
Committee Chair for Gus Macker 10+ years

• Big Brothers Big Sisters
Matched with Little for 13 years

• Bob Rammer Memorial Golf Classic-31 years/Raised over $125,000
Fundraising tournament in my brother's name.
Moneys go to Sheboygan County Cancer Care and We Believe

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

1.6

City of Sheboygan
spirit on the lake

May 12, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

ZONING BOARD OF APPEALS

NAME	TERM START	EXPIRES
Nancy Maring	04/16/2019	04/18/2022

HOUSING REHABILITATION LOAN COMMISSION

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

BOARD OF MARINA, PARKS, AND FORESTRY COMMISSIONERS

NAME	TERM START	EXPIRES
John Koehler – Recreation Department Representative	04/20/2021	04/18/2022
Rebecca Clarke – County Board Representative	04/20/2021	04/18/2022
Marge Mattern	04/20/2021	04/15/2024

BOARD OF REVIEW

NAME	TERM START	EXPIRES
Kathleen Donovan	04/20/2021	04/20/2026

HISTORIC PRESERVATION COMMISSION

NAME	TERM START	EXPIRES
Carolynn Lee	04/21/2020	04/17/2023

MAYOR'S INTERNATIONAL COMMITTEE

NAME	TERM START	EXPIRES
Carolyn Miesfeld	04/20/2021	04/18/2022
Rich Miesfeld	04/20/2021	04/18/2022
Dane Schafer	04/20/2021	04/18/2022

Flip over.

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

City of Sheboygan
spirit on the lake

SHEBOYGAN TRANSIT COMMISSION

NAME	TERM START	EXPIRES
Alderperson Trey Mitchell – Finance & Personnel Representative	04/20/2021	04/18/2022
Alderperson Barb Felde – LHPS Representative	04/20/2021	04/18/2022
Alderperson Dean Dekker – Public Works Representative	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

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City of Sheboygan
spirit on the lake

May 13, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

The newly elected Alderperson of District 8 to be considered for appointment to the Licensing, Hearings, and Public Safety Committee to fill the unexpired term of Ryan Sorenson whose term expires 4/18/2022.

Ryan Sorenson

RYAN SORENSON, MAYOR

Mayor

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

II

R. O. No. _____ - 21 - 22. By BOARD OF LICENSE EXAMINERS. June 7, 2021.

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

34567	Josh D Collins 3325 S 11th Place Sheboygan, WI 53081-4907	Carpenter
47626	Brandon G Bartow 5920 County Highway LS Manitowoc, WI 54220-9504	Carpenter
49991	Tom W Mainus 25801 Malchine Road Waterford, WI 53185-0275	Carpenter

_____

Board of License Examiners

II

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

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSES (NEW) (December 31, 2021)

No.	Name	Address
3327	Sertich Landscape Services, LLC	W3259 County Rd. V, Sheboygan Falls

Temporary Class "B" License

No.	Name	Address
3205	Anglers Avenue Tournament Circuit	510 S. Pier Drive - Two day event to be held 7/2/21 - 7/3/21 to include beer and wine.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
2859	Leuck, Eric T.	1301 S. 20th Street

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 7, 2021.

Your Committee to whom was referred R. O. No. 179-20-21 by City Clerk submitting various license applications; recommends denying Taxicab Driver License application No. 4447 (Carey M. Henning) due to his record of violations related to the licensed activity, his record as a repeat law offender, and his failure to cooperate with staff for the committee.

_____ _____

_____ _____

_____ _____

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. 179 - 20 - 21. By CITY CLERK. April 19, 2021.

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

City Clerk

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

No.	Name	Address
3583	Adema, Benjamin D.	820 Pennsylvania Avenue #205
3569	Allen, Melanie	2716 Savannah Circle Apt. A
3603	Barzano III, Anthony F.	935 Maricopa Drive, Oshkosh
1130	Brezonik, John J.	1120 Pershing Avenue
3596	Camarillo, Deborah	1251 Ashland Avenue
3601	Engeldinger, Abigail R.	1524 N. 8th Street Apt. A
1391	Hakkenberg, Savannah J.	N5201 County Rd A, Plymouth
3589	Heiberger, Kyle	2614 N. 10th Street
3585	Henrickson, Austin V.	2405 Johnston Dr. #11, Manitowoc
3592	King, Brenna K.	2546 Crosscreek Drive Apt. B
3573	Krause, Lawrence C.	W2596 River Edge Dr., Oostburg
4186	Schlichting, Denys A.	W6009 County Rd. F, Cascade
3604	Sellers, Shanika R.	1217 Lincoln Avenue
3602	Sieckman, Rose G.	2021 Saemann Avenue
3588	Smith, Aaron M.	1538 Main Avenue
3594	Smith, Matthew M.	2806 N. 11th Street Apt. 4
3598	Stewart, Nicole T.	913 High Avenue
3572	Snyder, Ricky D.	1903 S. 13th Street
2628	Yang, Mang	2017 N. 20th Street

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

No.	Name	Address
2282	Huibregtse, Michael J.	2702 Eisner Avenue

CHANGE OF AGENT

Susan Engler is replacing Matthew Rybarczyk as agent effective immediately for Blue Harbor Resort located at 725 Blue Harbor Drive.

Christopher Wegner is replacing Scott D. Van Straten as agent effective immediately for Wal-Mart Supercenter #1276 located at 3711 S. Taylor Drive.

LHBS 1/28/21 hold deny #4447 hold to update #2742 grant #2282 as new Not renewal / 5.12.21 grant #2742 as it was updated #4447 deny 2.1.22

CHANGE OF PREMISE

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street - to include sidewalk café.

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

No.	Name	Address
2423	Wal-Mart Stores East, LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive

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

No.	Name	Address
2944	Lesley's Tax Service Inc & Store (Lesley's Tax Service Inc & Store)	1427 N. 8th Street

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

No.	Name	Address
3147	Wisconsin CVS Pharmacy, LLC (CVS/Pharmacy #10549)	1108 N. 14th Street

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

No.	Name	Address
2742	8th Street Ale Haus LLC (8th Street Ale Haus)	1132 N. 8th Street
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3363	Pinky's LLC (Pinky's)	2123 N. 15th Street
3325	Power Pubs, LLC (Sheboygan Biergarten)	511 Kiwanis Park Drive

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

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

SIDEWALK CAFE (April 14, 2022) (NEW)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street
3150	Craft 30	908 Michigan Avenue
2487	Frankies Pub & Grill	2218 Indiana Avenue
3484	Jimmy Johns	506 S. 8th Street
3404	Scenic Bar I	1635 Indiana Avenue

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

No.	Name	Address
0093	Butler Jr., James D.	1630 S. 8th Street Apt. A
4447	Henning, Carey M.	1423 Greenfield Avenue

VI

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. June 7, 2021.

Your Committee to whom was referred R. O. No. 11-21-22 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Consumer Operations, LLC and Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue; 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

3.1

R. O. No. 11 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Consumer Operations, LLC and Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue.

FtP

CITY CLERK

MAY 7'21 AM11:46

STATE OF WISCONSIN

TAX APPEALS COMMISSION

GEORGIA-PACIFIC CONSUMER OPERATIONS LLC,	DOCKET NO. 21-MP-255, 21-MP-256, 21-MP-257, 21-MP-258, 21-MP-260
AND	
GEORGIA-PACIFIC CORRUGATED, LLC	DOCKET NO. 21-MP-259
Petitioners,	
v.	
WISCONSIN DEPARTMENT OF REVENUE,	ACKNOWLEDGMENT OF RECEIPT
Respondent.	

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matters as follows:

Items Received:	Petitions
Date Received:	May 5, 2021
By:	Ordinary Mail
Filing Fees Received:	6 $25

The docket numbers shown above are assigned to these matters and should be placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of the Wisconsin Department of Revenue and the clerk of the municipality listed on the Notices of Determination.

Dated at Madison, Wisconsin, this 5th day of May, 2021.

WISCONSIN TAX APPEALS COMMISSION

Alyson Rish, Clerk
5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Kristina E. Sommers
Meredith Debruin w/enc.
Kris Teske w/enc.
Stephanie Cheslock w/enc.
Wisconsin Dept. of Revenue w/enc.

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

FILED
MAY 05 2021
Wisconsin Tax Appeals Commission
Alyson Rish, Clerk

GEORGIA-PACIFIC CORRUGATED LLC, PETITIONER
APPEAL NO. 81-255-PPO-20
STATE IDENTIFICATION NO. 81-59-281-P-000013314

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT 21-MP-259

TO:
GEORGIA-PACIFIC CORRUGATED LLC
TAX DEPT
PO BOX 105681
ATLANTA GA 30348-5681

AND:
MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed account has been reviewed by the State Board of Assessors pursuant to sec. 70.995 (8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	ORIGINAL 2020 FULL VALUE ASSESSMENT	REVISED 2020 FULL VALUE ASSESSMENT	ORIGINAL 2020 EQUATED VALUE ASSESSMENT	REVISED 2020 EQUATED VALUE ASSESSMENT
Boats & Watercraft	$ 0	No Change	$ 0	No Change
Machinery & Equipment	$521,500	No Change	$422,800	No Change
Furniture & Fixtures	$87,100	No Change	$70,600	No Change
All Other	$17,900	No Change	$14,500	No Change
Buildings on Leased Land	$ 0	No Change	$ 0	No Change
Total	$626,500	No Change	$507,900	No Change

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. There is no refund of property tax.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission (TAC) of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave., Suite 110
Madison, WI 53705
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 8th day of March 2021.

cc: Don Millis, Agent for Owner
Alyson Rish (TAC)
Green Bay Manufacturing & Utility District Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: _____
Timothy J. Drascic, Chairman

CFML40

STATE OF WISCONSIN TAX APPEALS COMMISSION

Georgia-Pacific Corrugated LLC
P.O. Box 105681
Atlanta, GA 30348-5681

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF DETERMINATION BY STATE BOARD OF ASSESSORS FOR MANUFACTURING PROPERTY
(Personal Property Assessment)
~~(Real Property Assessment)~~
~~(Manufacturing Penalty Assessment)~~

FILED
MAY 05 2021
Wisconsin Tax Appeals Commission
Alyson Rish, Clerk

21-MP-259

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: March 8, 2021

1.	Full name, address & telephone number of petitioner: Georgia-Pacific Corrugated LLC Attn: Sasha Oberbeck - Tax Dept. P.O. Box 105681 Atlanta, GA 30348-5681	2.	Computer nos. shown on Assessment notice: 81-59-281-P-000013314
3.	Address of personal property: 1927 Erie Avenue	4.	Assessment date: 06/08/2020

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures $87,100
Boats & watercraft	All others $17,900
Machinery & equipment $521,500	Total value $626,500

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	
Improvement	
Total	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

The personal property assessment includes property that is exempt, is over assessed, and/or which had been disposed prior to the assessment date.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	
Improvements	
Total	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures $64,729
Boats & watercraft	All others $17,800
Machinery & equipment $111,005	Total value $193,534

11. Was subject property appraised within the past 5 years? ☐ Yes ☒ No

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

☐ Yes ☐ No

E. If so, will a copy of the appraisal be offered? ☐ Yes ☐ No

F. Will comparable sales be offered as evidence at the hearing?

☐ Yes ☐ No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any:

Don M. Millis, Kristina E. Somers, Sara R. Rapkin, Shawn E. Lovell, and Karla M. Nettleton
Reinhart Boerner Van Deuren s.c.
22 E. Mifflin Street, Suite 700, Madison, WI 53703

Signature of owner/representative:

Kristina E Somers

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A $25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: May 4, 2021

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

VI

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. June 7, 2021.

Your Committee to whom was referred R. O. No. 13-21-22 by Director of Planning and Development submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2021; recommends filing the document and directing the Finance department to release the funds contingent on receiving a copy of the 2020 audited financials.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 13 - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
May 17, 2021.

Submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2021.

F+P

Director of Planning & Development

HARBOR CENTRE™
SHEBOYGAN

May 7, 2021

Common Council
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

To the members of the Common Council of Sheboygan,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected on our behalf and those funds allocated for us for fiscal year 2021.

Thank you for your help in this matter.

Sincerely,

Paul Rudnick, Board President

VI

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. June 7, 2021.

Your Committee to whom was referred R. O. No. 14-21-22 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Nemak USA Inc. v. Wisconsin Department of Revenue; 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. 14 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Nemak USA Inc. v. Wisconsin Department of Revenue.

FAP

CITY CLERK

STATE OF WISCONSIN

TAX APPEALS COMMISSION

NEMAK USA INC.,

DOCKET NO. 21-MR-262
AND 21-MR-263

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matter as follows:

Item Received: Petitions

Date Received: May 6, 2021

By: Ordinary Mail

Filing Fee Received: 2 $25

The docket numbers shown above are assigned to this matter and should be placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of the Wisconsin Department of Revenue and the clerk of the municipality listed on the Notice of Determination.

Dated at Madison, Wisconsin, this 6th day of May, 2021.

WISCONSIN TAX APPEALS COMMISSION



Alyson Rish, Clerk
5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Christopher L. Strohbehn
Meredith Debruin w/enc.
Wisconsin Dept. of Revenue w/enc.

STATE OF WISCONSIN **TAX APPEALS COMMISSION**

Nemak USA Inc.

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF DETERMINATION BY STATE BOARD OF ASSESSORS FOR MANUFACTURING PROPERTY
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

FILED
MAY 06 2021
Wisconsin Tax Appeals Commission
Alyson Rish, Clerk

21-MR-262

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: March 5, 2021

1.	Full name, address & telephone number of petitioner: Nemak USA Inc. PO Box 1024 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001366
3.	Address of personal property: 4243 Gateway Drive Sheboygan, WI 53081	4.	Assessment date: 2019

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	$146,700	
Improvement	$60,100	
Total	$206,800	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

According to the Wisconsin Property Assessment Manuel, Ch. 9-23, (2017), assessors are required to assess real property under the *Markarian* hierarchy. *State ex rel. Markarian v. City of Cudahy*, 45 Wis. 2d 683, 686, 173 N.W.2d 627 (1970). The Board of Assessors failed to follow this hierarchy and correctly assess this property pursuant to section 70.32, Stats.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land $	
Improvements $	
Total $150,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes ☒ No

If Yes

A. Date of appraisal: September 24, 2019

B. Appraised value: $7,650,000 (including parking lot)

C. Name and address of appraiser: Michael S. Lysien and Peter D. Helland, 40W117 Campton Crossings Dr., St. Charles, IL 60175

D. Will testimony concerning this appraisal be presented at the hearing?

Yes X No

E. If so, will a copy of the appraisal be offered? Yes X No

F. Will comparable sales be offered as evidence at the hearing?

Yes X No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale. Please see Appraisal provided with Petition for Review regarding 81-59-281-R-000001365.

12. Name, address and telephone number of the petitioner's representative, if any:
Gimbel, Reilly, Guerin & Brown LLP (Christopher L. Strohbehn)
330 E. Kilbourn Avenue, Suite 1170
Milwaukee, WI 53202 (414) 271-1440

Signature of owner/representative:

/s/ Christopher L. Strohbehn

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A $25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: May 4, 2021

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

NEMAK USA INC, PETITIONER
APPEAL NO. 81-129-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001366
VS
WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

COPY

21-MR-262

TO:

NEMAK USA INC
3101 S TAYLOR DR
PO BOX 1024
SHEBOYGAN WI 56082-1024

AND:

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	ORIGINAL 2020 FULL VALUE ASSESSMENT	REVISED 2020 FULL VALUE ASSESSMENT	ORIGINAL 2020 EQUATED VALUE ASSESSMENT	REVISED 2020 EQUATED VALUE ASSESSMENT
LAND	$146,700	NO CHANGE	$118,900	N/A
IMPROVEMENT	$60,100	NO CHANGE	$48,700	N/A
TOTAL	$206,800	NO CHANGE	$167,600	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 5th day of March 2021

cc: Stephanie Nyhus, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: _____
Timothy J Drascic, Chairman

CFML41

STATE OF WISCONSIN **TAX APPEALS COMMISSION**

Nemak USA Inc.

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF DETERMINATION BY STATE BOARD OF ASSESSORS FOR MANUFACTURING PROPERTY
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

FILED
MAY 06 2021
Wisconsin Tax Appeals Commission
Alyson Rish, Clerk

21-MR-243

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: March 5, 2021

1.	Full name, address & telephone number of petitioner: Nemak USA Inc. PO Box 1024 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001365
3.	Address of personal property: 4243 Gateway Drive Sheboygan, WI 53081	4.	Assessment date: 2020

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	$669,500	
Improvement	$10,312,700	
Total	$10,982,200	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

According to the Wisconsin Property Assessment Manuel, Ch. 9-23, (2017), assessors are required to assess real property under the *Markarian* hierarchy. *State ex rel. Markarian v. City of Cudahy*, 45 Wis. 2d 683, 686, 173 N.W.2d 627 (1970). The Board of Assessors failed to follow this hierarchy and correctly assess this property pursuant to section 70.32, Stats.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	$	
Improvements	$	
Total	$7,650,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes ☒ No

If Yes

A. Date of appraisal: September 24, 2019

B. Appraised value: $7,650,000

C. Name and address of appraiser: Michael S. Lysien and Peter D. Helland, 40W117 Campton Crossings Dr., St. Charles, IL 60175

D. Will testimony concerning this appraisal be presented at the hearing?

Yes X No

E. If so, will a copy of the appraisal be offered? Yes X No

F. Will comparable sales be offered as evidence at the hearing?

Yes X No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale. See Attached Appraisal

12. Name, address and telephone number of the petitioner's representative, if any:
Gimbel, Reilly, Guerin & Brown LLP (Christopher L. Strohbehn)
330 E. Kilbourn Avenue, Suite 1170
Milwaukee, WI 53202 (414) 271-1440

Signature of owner/representative:

/s/ Christopher L. Strohbehn

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A $25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: May 4, 2021

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

NEMAK USA INC, PETITIONER
APPEAL NO. 81-128-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001365

COPY

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

21-MR-263

TO:

NEMAK USA INC
3101 S TAYLOR DR
PO BOX 1024
SHEBOYGAN WI 56082-1024

AND:

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	ORIGINAL 2020 FULL VALUE ASSESSMENT	REVISED 2020 FULL VALUE ASSESSMENT	ORIGINAL 2020 EQUATED VALUE ASSESSMENT	REVISED 2020 EQUATED VALUE ASSESSMENT
LAND	$669,500	NO CHANGE	$542,800	N/A
IMPROVEMENT	$10,312,700	NO CHANGE	$8,361,400	N/A
TOTAL	$10,982,200	NO CHANGE	$8,904,200	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 5th day of March 2021

cc: Stephanie Nyhus, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: _____
Timothy J Drasic, Chairman

CFML41

VII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 7, 2021.

Your Committee to whom was referred pursuant to R. O. No. 16-21-22 by City Clerk submitting various license applications; recommends granting the license applications:

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
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
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

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 7, 2021.

Your Committee to whom was referred pursuant to R. O. No. 17-21-22 by City Clerk submitting various license applications; recommends granting the license applications:

CHANGE OF AGENT

Timothy J. Schmidt is replacing William Coenen as agent effective immediately for Sheboygan Pine Club located at 1716 Geele Avenue.

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

No.	Name	Address
2889	Family Dollar #25587	2821 N. 15th Street
3387	Sheboygan Vapor	3116 S. Business Drive
3043	SR Tobacco	2529 S. Business Drive

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

No.	Name	Address
2929	Aldi Inc Wisconsin (Aldi #94)	919 S. Taylor Drive
3357	Aneek Inc (Alex's Corner Market)	723 Center Avenue
3245	Skogens Foodliner Inc. (Festival Foods)	595 S. Taylor Drive
2765	Sheboygan Liquor LLC (Jakes Liquor)	2019 S. Business Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14th Street

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

No.	Name	Address
2984	JAI Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3476	Meharjot Investment LLC (Gill C-Store)	610 S. 14th Street
3192	Founder Three Management Company (Harbor Centre Marina)	821 Broughton Drive
1193	Kwik Trip, Inc. (Kwik Trip 361)	1618 Calumet Drive
1998	Kwik Trip, Inc. (Kwik Trip 780)	2622 S. Business Drive

2920	Kwik Trip, Inc. (Kwik Trip 873)	625 S. Taylor Drive
2763	Kwik Trip, Inc. (Kwik Trip 897)	2033 North Avenue
2944	Lesley E. Ochoa (Lesley's Tax Service)	1427 N. 8th Street
3382	Meijer Stores Limited Partnership (Meijer Gas Station #305)	902 N. Taylor Drive
3371	Minit Mart, LLC (Minit Mart Store #684)	1006 Geele Avenue
3364	Minit Mart, LLC (Minit Mart Store #685)	1508 S. 8th Street
3365	Minit Mart, LLC (Minit Mart Store #688)	2235 North Avenue
3366	Minit Mart, LLC (Minit Mart Store #690)	2420 Calumet Drive
3367	Minit Mart, LLC (Minit Mart Store #694)	3715 Washington Avenue
3368	Minit Mart, LLC (Minit Mart Store #696)	3626 S. Taylor Drive
3369	Minit Mart, LLC (Minit Mart Store #697)	1230 N. Taylor Drive
3370	Minit Mart, LLC (Minit Mart Store #699)	1211 Weeden Creek Road
2519	Adithi LLC (Northside Clark)	2709 N. 15th Street
3007	Ananda Marketing LLC (Tidy Store Of Sheboygan)	810 N. 14th Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue
1424	Walgreen Co (Walgreens #06097)	3320 S. Business Drive
2088	Walgreen Co. (Walgreens #6570)	1029 N. 14th Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive

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

No.	Name	Address
2840	4th Street Tap (4th Street Tap)	520 N. 4th Street
3389	Al & Al's Inc. (Al & Al's)	1502 S. 12th Street
3461	HCM Hospitality (Bar 43 At Harbor Center Marina)	821 Broughton Drive
3159	Big Mikes Sports Bar & Grill, LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue

1936	Catering With Culinary Artists (Black Pig)	821 N. 8th Street
3182	Hans C Graf LLC (Blue Lite)	1029 N. 8th Street
3160	Bo Mallies LLC (Bomallies)	2427 Calumet Drive
3254	Bookworm Gardens Inc (Bookworm Gardends)	1415 Campus Drive
2381	Coblyns, LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2762	Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
3150	The Brew Hub LLC (Craft 30)	908 Michigan Avenue
2121	El Camino LLC (El Camino)	823 Michigan Avenue
1892	1909 Union Avenue, Inc. (Gosse's At Northwestern House)	1909 Union Avenue
2192	Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
1734	Sheboygan Hotel, LLC (Holiday Inn - Express)	3823 Germaine Avenue
3056	Gotta Getcha In Oasis (House Divided)	840 Wilson Avenue
1926	Trattoria Stefano Inc (Il Ritrovo)	515 S. 8th Street
3322	Indiana Joes LLC (Indiana Joes LLC)	933 Indiana Avenue
3299	In The Bag LLC (In The Bag)	1501 Union Avenue
3445	J & J Hotspot LLC (J & J Hotspot LLC)	1823 N. 12th Street
2726	John Michael Kohler Arts Center (John Michael Kohler Arts)	608 New York Avenue
3434	John Michael Kohler Arts Center (John Michael Kohler Art Preserve)	3636 Lower Falls Road
3333	Kohler Company (Kohler Co.)	Golf Course
3086	Las Brisas LLC (Las Brisas)	1129 S. 8th Street
3271	Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17th Street
3448	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
1226	Judith A Meyer (Meyers Lakeview Pub)	550 Wilson Avenue
2301	One More Time, LLC (Mojo)	1235 Pennsylvania Avenue

3435	Nine O Two LLC (Nine-O-Two)	902 Indiana Avenue
1267	Richard C Lambrecht (Poor Richards)	1105 Geele Avenue
3001	Ranieri, LLC (Ranieri's Four Of A Kind)	811 Indiana Avenue
1288	Riverview Club Inc (CLUB) (Riverview Club)	626 N. 15th Street
1303	Richard W Rupp, Inc (Rupps Downtown)	925 N. 8th Street
2135	Keg I LLC (Sandee's Cool Runnings)	1202 Michigan Avenue
3087	Santana's Place, LLC (Santanas Place)	1019 Erie Avenue
3404	Sheboygan Scenic Bar LLC (Scenic Bar)	1635 Indiana Avenue
1925	Renee A Butzen (Screamers)	2201 N. 15th Street
3248	Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8th Street
1229	Sheboygan Lodge No 438 (Sheboygan Moose Lodge #438)	1811 Georgia Avenue
1345	Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
1346	Sheboygan Pine Club Inc (CLUB) (Sheboygan Pine Club)	1716 Geele Avenue
1353	Sheboygan Yacht Club Inc (Sheboygan Yacht Club)	214 Pennsylvania Avenue
3198	Cynthia M Goetsch (Skiper Inn)	808 Broadway Avenue
1360	Slys Midtown Salooon LLC (Slys Midtown Salooon)	508 N. 8th Street
3458	Sol & Nova LLC (Sol & Nova)	1133 Michigan Avenue
3444	SS North Star LLC (SS Northstar)	3004 N. 8th Street
2943	Superior Bar & Grill LLC (Superior Bar & Grill LLC)	2607 Superior Avenue
3186	Lehmann LLC (Suscha Bar)	1054 Pennsylvania Avenue
3479	Stefano's Slo Food Market, LLC (Stefano's Slo Food Market)	729 Pennsylvania Avenue
2020	Terry A Lawrence (Terrys)	1028 Lincoln Avenue
2245	Wongjan Manyvahn (Thai Café Restaurant)	1227 N. 14th Street
2566	Joseph M Brost (That Place On 8th)	1432 S. 8th Street
2373	Maltscoop Corp (The Duke Of Devon)	739 Riverfront Drive

2193	The Kaddyshack LLC (The Kaddyshack)	1502 S. 13th Street
2207	Silver Fern LLC (The Silver Fern)	2538 N. 15th Street
2921	The Walkabout LLC (The Walkabout)	2401 Calumet Drive
3069	Time And A Half LLC (Time And A Half)	2518 N. 15th Street
1411	Tommys Inc (Tommys Bar)	2335 N. 15th Street
1412	Trattoria Stefano Inc (Trattoria Stefano)	522 S. 8th Street
2427	Urbane Hospitality LLC (Urbane)	1231 N. 8th Street
1420	Sheboygan Memorial Post #9156 (VFW Post 9156)	552 S. Evans Street
3119	Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8th Street
2513	Coblyns, LLC (Vreekes Tavern)	935 Michigan Avenue
2029	Weill Center Foundation Inc. (Weill Center)	826 N. 8th Street

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

No.	Name	Address
2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3430	Half Tree Studio (Board And Brush)	528 N. 8th Street
2879	Charcoal North Inc (Charcoal Inn North Inc)	1637 Geele Avenue
2796	Charcoal Inn South Inc. (Charcoal Inn South)	1313 S. 8th Street
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
2445	La Conquistadora LLC (La Conquistadora LLC)	1218 Indiana Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8th Street
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
3135	Cheong LLC (New China Buffet)	571 S. Taylor Drive
1328	Sheboygan Athletic Club (Sheboygan Athletic Club)	2338 New Jersey Avenue
2696	Delavan Family Restaurant Inc (Sheboygan Family Restaurant)	2704 S. Business Drive

1809	Riverfront Bait & Tackle Inc (The Wharf)	733 Riverfront Drive
3449	Yangchee LLC (Toys Restraunt)	1229 N. 8th Street

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

2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8th Street
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
2696	Delavan Family Restaurant Inc (Sheboygan Family Restaurant)	2704 S. Business Drive

_____ _____

_____ _____

_____ _____

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. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 7, 2021.

Your Committee to whom was referred R. O. No. 17-21-22 by City Clerk submitting various license applications; recommends granting the license applications with various caveats (*)(**)(***):

CHANGE OF PREMISE

No.	Name	Address
*1809	The Wharf	733 Riverfront Drive - One day event to be held on 7/21/21 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same businesses and include current premise.
*1809	The Wharf	733 Riverfront Drive - Nine day event to be held on 8/7/21 - 8/15/21 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same businesses and include current premise.
**3069	Time and a Half	2518 N. 15th Street - One day event to be held on 6/19/21 to include front of building on 15th Street from fence to corner And side of building from driveway to corner and include current premise.

* Contingent on applicant obtaining the necessary street festival permit.

** Contingent upon the applicant obtaining any necessary permit and making any needed changes to the description (to be determined by staff upon clarification by the applicant)

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

No.	Name	Address
***3381	Meijer Stores Limited Partnership (Meijer Store #305)	924 N. Taylor Drive

*** Contingent upon amending the application to include description language that has not been approved by the City Attorney

_____ _____

_____ _____

_____ _____

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

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

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

City Clerk

CHANGE OF AGENT

Timothy J. Schmidt is replacing William Coenen as agent effective immediately for Sheboygan Pine Club located at 1716 Geele Avenue.

CHANGE OF PREMISE

No.	Name	Address
1809	The Wharf	733 Riverfront Drive - One day event to be held on 7/21/21 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same businesses and include current premise.
1809	The Wharf	733 Riverfront Drive - Nine day event to be held on 8/7/21 - 8/15/21 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same businesses and include current premise.
3069	Time and a Half	2518 N. 15th Street - One day event to be held on 6/19/21 to include front of building on 15th Street from fence to corner And side of building from driveway to corner and include current premise.

LHPS 5/26
#1809-grant contingent on street festival permits
#3069 grant contingent on obtaining necessary permits and changes in description
#3381 contingent on amending app to include description language approved by City Attorney

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

No.	Name	Address
2889	Family Dollar #25587	2821 N. 15th Street
3387	Sheboygan Vapor	3116 S. Business Drive
3043	SR Tobacco	2529 S. Business Drive

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

No.	Name	Address
2929	Aldi Inc Wisconsin (Aldi #94)	919 S. Taylor Drive
3357	Aneek Inc (Alex's Corner Market)	723 Center Avenue
3245	Skogens Foodliner Inc. (Festival Foods)	595 S. Taylor Drive
2765	Sheboygan Liquor LLC (Jakes Liquor)	2019 S. Business Drive
3381	Meijer Stores Limited Partnership (Meijer Store #305)	924 N. Taylor Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14th Street

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

No.	Name	Address
2984	JAI Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3476	Meharjot Investment LLC (Gill C-Store)	610 S. 14th Street
3192	Founder Three Management Company (Harbor Centre Marina)	821 Broughton Drive
1193	Kwik Trip, Inc. (Kwik Trip 361)	1618 Calumet Drive
1998	Kwik Trip, Inc. (Kwik Trip 780)	2622 S. Business Drive
2920	Kwik Trip, Inc. (Kwik Trip 873)	625 S. Taylor Drive
2763	Kwik Trip, Inc. (Kwik Trip 897)	2033 North Avenue
2944	Lesley E. Ochoa (Lesley's Tax Service)	1427 N. 8th Street
3382	Meijer Stores Limited Partnership (Meijer Gas Station #305)	902 N. Taylor Drive

3371	Minit Mart, LLC (Minit Mart Store #684)	1006 Geele Avenue
3364	Minit Mart, LLC (Minit Mart Store #685)	1508 S. 8th Street
3365	Minit Mart, LLC (Minit Mart Store #688)	2235 North Avenue
3366	Minit Mart, LLC (Minit Mart Store #690)	2420 Calumet Drive
3367	Minit Mart, LLC (Minit Mart Store #694)	3715 Washington Avenue
3368	Minit Mart, LLC (Minit Mart Store #696)	3626 S. Taylor Drive
3369	Minit Mart, LLC (Minit Mart Store #697)	1230 N. Taylor Drive
3370	Minit Mart, LLC (Minit Mart Store #699)	1211 Weeden Creek Road
2519	Adithi LLC (Northside Clark)	2709 N. 15th Street
3007	Ananda Marketing LLC (Tidy Store Of Sheboygan)	810 N. 14th Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue
1424	Walgreen Co (Walgreens #06097)	3320 S. Business Drive
2088	Walgreen Co. (Walgreens #6570)	1029 N. 14th Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive

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

No.	Name	Address
2840	4th Street Tap (4th Street Tap)	520 N. 4th Street
3389	Al & Al's Inc. (Al & Al's)	1502 S. 12th Street
3461	HCM Hospitality (Bar 43 At Harbor Center Marina)	821 Broughton Drive
3159	Big Mikes Sports Bar & Grill, LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue
1936	Catering With Culinary Artists (Black Pig)	821 N. 8th Street
3182	Hans C Graf LLC (Blue Lite)	1029 N. 8th Street
3160	Bo Mallies LLC (Bomallies)	2427 Calumet Drive

3254	Bookworm Gardens Inc (Bookworm Gardends)	1415 Campus Drive
2381	Coblyns, LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2762	Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
3150	The Brew Hub LLC (Craft 30)	908 Michigan Avenue
2121	El Camino LLC (El Camino)	823 Michigan Avenue
1892	1909 Union Avenue, Inc. (Gosse's At Northwestern House)	1909 Union Avenue
2192	Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
1734	Sheboygan Hotel, LLC (Holiday Inn - Express)	3823 Germaine Avenue
3056	Gotta Getcha In Oasis (House Divided)	840 Wilson Avenue
1926	Trattoria Stefano Inc (Il Ritrovo)	515 S. 8th Street
3322	Indiana Joes LLC (Indiana Joes LLC)	933 Indiana Avenue
3299	In The Bag LLC (In The Bag)	1501 Union Avenue
3445	J & J Hotspot LLC (J & J Hotspot LLC)	1823 N. 12th Street
2726	John Michael Kohler Arts Center (John Michael Kohler Arts)	608 New York Avenue
3434	John Michael Kohler Arts Center (John Michael Kohler Art Preserve)	3636 Lower Falls Road
3333	Kohler Company (Kohler Co.)	Golf Course
3086	Las Brisas LLC (Las Brisas)	1129 S. 8th Street
3271	Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17th Street
3448	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
1226	Judith A Meyer (Meyers Lakeview Pub)	550 Wilson Avenue
2301	One More Time, LLC (Mojo)	1235 Pennsylvania Avenue
3435	Nine O Two LLC (Nine-O-Two)	902 Indiana Avenue

1267	Richard C Lambrecht (Poor Richards)	1105 Geele Avenue
3001	Ranieri, LLC (Ranieri's Four Of A Kind)	811 Indiana Avenue
1288	Riverview Club Inc (CLUB) (Riverview Club)	626 N. 15th Street
1303	Richard W Rupp, Inc (Rupps Downtown)	925 N. 8th Street
2135	Keg I LLC (Sandee's Cool Runnings)	1202 Michigan Avenue
3087	Santana's Place, LLC (Santanas Place)	1019 Erie Avenue
3404	Sheboygan Scenic Bar LLC (Scenic Bar)	1635 Indiana Avenue
1925	Renee A Butzen (Screamers)	2201 N. 15th Street
3248	Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8th Street
1229	Sheboygan Lodge No 438 (Sheboygan Moose Lodge #438)	1811 Georgia Avenue
1345	Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
1346	Sheboygan Pine Club Inc (CLUB) (Sheboygan Pine Club)	1716 Geele Avenue
1353	Sheboygan Yacht Club Inc (Sheboygan Yacht Club)	214 Pennsylvania Avenue
3198	Cynthia M Goetsch (Skiper Inn)	808 Broadway Avenue
1360	Slys Midtown Salooon LLC (Slys Midtown Salooon)	508 N. 8th Street
3458	Sol & Nova LLC (Sol & Nova)	1133 Michigan Avenue
3444	SS North Star LLC (SS Northstar)	3004 N. 8th Street
2943	Superior Bar & Grill LLC (Superior Bar & Grill LLC)	2607 Superior Avenue
3186	Lehmann LLC (Suscha Bar)	1054 Pennsylvania Avenue
3479	Stefano's Slo Food Market, LLC (Stefano's Slo Food Market)	729 Pennsylvania Avenue
2020	Terry A Lawrence (Terrys)	1028 Lincoln Avenue
2245	Wongjan Manyvahn (Thai Café Restaurant)	1227 N. 14th Street
2566	Joseph M Brost (That Place On 8th)	1432 S. 8th Street

2373	Maltscoop Corp (The Duke Of Devon)	739 Riverfront Drive
2193	The Kaddyshack LLC (The Kaddyshack)	1502 S. 13th Street
2207	Silver Fern LLC (The Silver Fern)	2538 N. 15th Street
2921	The Walkabout LLC (The Walkabout)	2401 Calumet Drive
3069	Time And A Half LLC (Time And A Half)	2518 N. 15th Street
1411	Tommys Inc (Tommys Bar)	2335 N. 15th Street
1412	Trattoria Stefano Inc (Trattoria Stefano)	522 S. 8th Street
2427	Urbane Hospitality LLC (Urbane)	1231 N. 8th Street
1420	Sheboygan Memorial Post #9156 (VFW Post 9156)	552 S. Evans Street
3119	Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8th Street
2513	Coblyns, LLC (Vreekes Tavern)	935 Michigan Avenue
2029	Weill Center Foundation Inc. (Weill Center)	826 N. 8th Street

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

No.	Name	Address
2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3430	Half Tree Studio (Board And Brush)	528 N. 8th Street
2879	Charcoal North Inc (Charcoal Inn North Inc)	1637 Geele Avenue
2796	Charcoal Inn South Inc. (Charcoal Inn South)	1313 S. 8th Street
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
2445	La Conquistadora LLC (La Conquistadora LLC)	1218 Indiana Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8th Street
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
3135	Cheong LLC (New China Buffet)	571 S. Taylor Drive

1328	Sheboygan Athletic Club (Sheboygan Athletic Club)	2338 New Jersey Avenue
2696	Delavan Family Restaurant Inc (Sheboygan Family Restaurant)	2704 S. Business Drive
1809	Riverfront Bait & Tackle Inc (The Wharf)	733 Riverfront Drive
3449	Yangchee LLC (Toys Restraunt)	1229 N. 8th Street

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

2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8th Street
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
2696	Delavan Family Restaurant Inc (Sheboygan Family Restaurant)	2704 S. Business Drive

VII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 7, 2021.

Your Committee to whom was referred R. O. No. 18-21-22 by City Clerk submitting various license applications; recommends granting all change of premise applications contingent upon the applicants obtaining the necessary street festival permits.

_____ _____

_____ _____

_____ _____

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

7.3

R. O. No. 18 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

No.	Name	Address
1926	Il Ritrovo	515 S. 8th Street - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926	Il Ritrovo	515 S. 8th Street - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926	Il Ritrovo	515 S. 8th Street - One day event to be held 6/29/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner

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	of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 7/06/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 7/13/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 7/20/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo	515 S. 8th Street - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 8/10/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 8/17/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner

	of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 8/24/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 9/07/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo	515 S. 8th Street - One day event to be held 9/14/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
1926 Il Ritrovo	515 S. 8th Street - One day event to be held 9/21/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the

	center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 6/29/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 7/06/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 7/13/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 7/20/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th

	Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 8/10/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 8/17/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting

	premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 8/24/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 9/07/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
2085 Legend Larry's	733 Pennsylvania Avenue - One day event to be held 9/14/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise,

	the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.
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3412 Local Press Eatery	502 S. 8th Street - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
3412 Local Press Eatery	502 S. 8th Street - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
3412 Local Press Eatery	502 S. 8th Street - One day event to be held 6/29/21: Temporarily add to the existing premises the area within the following four points: The north east

	corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
3412 Local Press Eatery	502 S. 8th Street - One day event to be held 7/06/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
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3412 Local Press Eatery	502 S. 8th Street - One day event to be held 7/20/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
3412 Local Press Eatery	502 S. 8th Street - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the

	following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
3412 Local Press Eatery	502 S. 8th Street - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
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3412 Local Press Eatery	502 S. 8th Street - One day event to be held 8/24/21: Temporarily add to the

	existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
3412 Local Press Eatery	502 S. 8th Street - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
3412 Local Press Eatery	502 S. 8th Street - One day event to be held 9/07/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.
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1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

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1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 7/06/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
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1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 7/20/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing

	premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 8/10/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
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	side of 8th street from the existing premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 9/7/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 9/14/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St.

	also include the sidewalk on the west side of 8th street from the existing premise to the described addition.
1412 Trattoria Stefano	522 S. 8th Street - One day event to be held 9/21/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

VIII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 7, 2021.

Your Committee to whom was referred Res. No. 11-21-22 by Alderpersons Felde and Ackley authorizing the City Attorney's Office to take all appropriate action on behalf of the City of Sheboygan related to Purdue Pharma, L.P.'s bankruptcy; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.5

Res. No. 11 - 21 - 22. By Alderpersons Felde and Ackley. May 17, 2021.

A RESOLUTION authorizing the City Attorney's Office to take all appropriate action on behalf of the City of Sheboygan related to Purdue Pharma, L.P.'s bankruptcy.

WHEREAS, Purdue Pharma, L.P. ("Purdue Pharma") is a privately held pharmaceutical company which, among other things, manufactures OxyContin; and

WHEREAS, at least in part because of extensive litigation regarding Purdue Pharma's role in the national opioid crisis, Purdue Pharma filed a Chapter 11 bankruptcy case in September 2019; and

WHEREAS, in July 2020, the City Attorney's Office filed a Governmental Opioid Claimant Proof of Claim on behalf of the City of Sheboygan in Purdue Pharma's bankruptcy; and

WHEREAS, the July 2020 claim identified $285,894.55 in labor costs incurred by the Sheboygan Police Department and the Sheboygan Fire Department between 2008 and July 28, 2020 related to Purdue Pharma's alleged conduct; and

WHEREAS, the July 2020 claim also used a model created by Ted Miller, an internationally recognized safety economist with Pacific Institute for Research and Evaluation, to estimate future damages and abatement costs between July 2020 and 2040; and

WHEREAS, the Ted Miller model calculated $8,178,369 in future damages and abatement costs between July 2020 and 2040; and

WHEREAS, Purdue Pharma has proposed a plan to reorganize as part of its Chapter 11 bankruptcy; and

WHEREAS, the current plan of reorganization is focused on abating the opioid crisis; and

WHEREAS, a bankruptcy plan of reorganization requires the approval of the debtor's creditors; and

WHEREAS, several governmental entities have publicly expressed their intent to oppose the currently proposed plan of reorganization; and

WHEREAS, given this opposition to the current plan of reorganization, it is possible that Purdue Pharma could revise or amend its plan of reorganization before it is put to a vote of the creditors; and

AHB

WHEREAS, depending on when potential revisions or amendments to the plan of reorganization occur, it could be difficult or impossible to take a final plan of reorganization to the Common Council for its review prior to the deadline for the City to vote.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney's Office is authorized to take all appropriate action on behalf of the City of Sheboygan related to Purdue Pharma, L.P.'s bankruptcy. For the avoidance of doubt, this includes casting a vote with respect to any plan of reorganization.

Barbara Felde

Betty Ackley

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

SECOND AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT

This SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT (this "Amendment") amends the Management Services Agreement (the "Agreement") between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City") and EOS Recreation, LLC ("Manager") (collectively, the "Parties") that was fully executed on June 10, 2019 which pertains to Quarry Park, 3401 Calumet Drive, Sheboygan, Wisconsin.

The Agreement provided that Manager would, among other things, "Manage and operate all aspects of the Quarry Beach and the Quarryview Center" during the "2019 summer swimming season." An Amendment was made to the Agreement to cover the 2020 summer swimming season.

The Parties desire to extend the term of the Agreement to cover the 2021, 2022, 2023, and 2024 summer swimming seasons. Pursuant to this Amendment, Manager shall have access to the property as follows:

2021: Beginning June 8, 2021 and ending September 27, 2021

2022: Beginning May 16, 2022 and ending September 19, 2022

2023: Beginning May 15, 2023 and ending September 18, 2023

2024: Beginning May 20, 2024 and ending September 16, 2024

Remainder of this Page Intentionally Left Blank

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date last written below.

MANAGER:

EOS RECREATION, ~~LLC~~

By: _____

Date: 6/1/21

CITY:

CITY OF SHEBOYGAN

_____

Ryan Sorenson
Mayor

Date: 6/15/21

ATTEST:

_____

Meredith DeBruin
City Clerk

Date: 6/15/21

Authorized by Resolution No. 12-21-22.

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. June 7, 2021.

Your Committee to whom was referred Res. No. 12-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute the Second Amendment to Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding Quarry Park; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.6

Res. No. 12 - 21 - 22. By Alderpersons Dekker and Perrella. May 17, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the Second Amendment to Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding Quarry Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Second Amendment to Management Services Agreement with EOS Recreation LLC in form substantially similar to the attached.

PW

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

SECOND AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT

This SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT (this "Amendment") amends the Management Services Agreement (the "Agreement") between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City") and EOS Recreation, LLC ("Manager") (collectively, the "Parties") that was fully executed on June 10, 2019 which pertains to Quarry Park, 3401 Calumet Drive, Sheboygan, Wisconsin.

The Agreement provided that Manager would, among other things, "Manage and operate all aspects of the Quarry Beach and the Quarryview Center" during the "2019 summer swimming season." An Amendment was made to the Agreement to cover the 2020 summer swimming season.

The Parties desire to extend the term of the Agreement to cover the 2021, 2022, 2023, and 2024 summer swimming seasons. Pursuant to this Amendment, Manager shall have access to the property as follows:

2021: Beginning June 8, 2021 and ending September 27, 2021

2022: Beginning May 16, 2022 and ending September 19, 2022

2023: Beginning May 15, 2023 and ending September 18, 2023

2024: Beginning May 20, 2024 and ending September 16, 2024

Remainder of this Page Intentionally Left Blank

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date last written below.

MANAGER:

EOS RECREATION, LLC

By: _____

Date: _____

CITY:

CITY OF SHEBOYGAN

_____
Ryan Sorenson
Mayor

Date: _____

ATTEST:

_____
Meredith DeBruin
City Clerk

Date: _____

Authorized by Resolution No. _____-21-22.

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. June 7, 2021.

Your Committee to whom was referred Res. No. 13-21-22 by Alderpersons Dekker and Perrella authorizing the Mayor to sign the Reinstatement and Third Amendment to Purchase and Sale Agreement, further extending several dates in the previous Agreement authorized pursuant to Res. No. 12-19-20, for the purchase of land from the Union Pacific Railroad Company; 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

47

Res. No. 13 - 21 - 22. By Alderpersons Dekker and Perrella. May 17, 2021.

A RESOLUTION authorizing the Mayor to sign the Reinstatement and Third Amendment to Purchase and Sale Agreement, further extending several dates in the previous Agreement authorized pursuant to Res. No. 12-19-20, for the purchase of land from the Union Pacific Railroad Company.

RESOLVED: That the Mayor is hereby authorized to execute said Reinstatement and Third Amendment to Purchase and Sale Agreement, a copy of which is attached hereto.

RW

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

REINSTATEMENT AND THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This REINSTATEMENT AND THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Reinstatement and Third Amendment") is made and entered into as of the _____ day of _____, 2021 ("Reinstatement and Third Amendment Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin ("Buyer"), and reinstates and amends that certain Purchase and Sale Agreement dated June 14, 2019, as amended by that First Amendment to Purchase and Sale Agreement dated February 21, 2020, and as amended by that Reinstatement and Second Amendment to Purchase and Sale Agreement dated December 9, 2020 (collectively, the "Agreement"), for the sale and purchase of certain real property located in City of Sheboygan, Sheboygan County, State of Wisconsin, more particularly described therein ("Property").

IT IS MUTUALLY AGREED by and between Seller and Buyer as follows:

Section 1. Agreement. The Agreement, which terminated pursuant to its own terms, is hereby reinstated and, except as amended herein, all of the terms and conditions of the Agreement are reinstated and shall have the same force and effect and be as binding upon the parties hereto as if the same were repeated herein.

Section 2. Defined Terms. The defined terms in the Agreement shall apply and have the same meaning in this Reinstatement and Third Amendment as if fully set forth herein.

Section 3. Survey. The Survey, as defined in Section 4.C of the Agreement, is hereby extended to September 28, 2021.

Section 4. Feasibility Review Period. The Feasibility Review Period, as defined in Section 4.D of the Agreement, is hereby extended to September 28, 2021.

Section 5. Closing Date. The Closing Date, as defined in Section 5 of the Agreement, is hereby amended to be on or before October 28, 2021.

Section 6. Facsimile or E-mail Execution. This Reinstatement and Third Amendment may be executed in counterparts, which shall be effective as an original and each counterpart may be delivered by one party to the other by either facsimile transmission or scanned image sent by e-mail.

Section 7. Amendment Supplemental. All of the terms of the Agreement remain in full force and effect except as specifically amended by this Reinstatement and Third Amendment. If there is any conflict between the terms of this Reinstatement and Third Amendment and the terms of the Agreement, the terms of this Reinstatement and Third Amendment will control.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Reinstatement and Third Amendment as of the Reinstatement and Third Amendment Effective Date first above written.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

BUYER:

CITY OF SHEBOYGAN,
a municipal corporation of the State of Wisconsin

By: _____
Name: _____
Title: _____

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. June 7, 2021.

Your Committee to whom was referred Res. No. 14-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute the License to Use U.S. Coast Guard Real Property to place signs along the Sheboygan River; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.8

Res. No. 14 - 21 - 22. By Alderpersons Dekker and Perrella. May 17, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the License to Use U.S. Coast Guard Real Property to place signs along the Sheboygan River.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached License to Use U.S. Coast Guard Real Property.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LICENSE TO USE U. S. COAST GUARD REAL PROPERTY

HSCG83-21-6-0006

The U. S. Coast Guard, by and through the Commanding Officer, Civil Engineering Unit, Cleveland (Licensor), 1240 E. 9th Street, Cleveland, Ohio 44199, under Statutory Authority of 14 U.S.C. § 504(a)(14), grants to the City of Sheboygan, Wisconsin (Licensee), whose address is 2026 New Jersey Avenue, Sheboygan, Wisconsin 53081-4790, a license for the nonexclusive right to use a portion of Sheboygan North Pierhead Light [823498], Sheboygan, Wisconsin. Together with the necessary rights of ingress and egress.

The term of this license shall be for ten (10) years, beginning on April 1, 2021 and ending on May 31, 2031, unless revoked sooner under paragraph 23 of this license. The license may be renewed for additional periods of time by the mutual written consent of the parties.

This license does not convey any interest in any Coast Guard real property to the Licensee. It simply authorizes the Licensee to use, or pass over, the specified Coast Guard real property for the purposes that are stated in the license.

THIS LICENSE IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. Purpose of License. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may only use the facility for the following uses: Installation of speed limit signage on the Sheboygan North Pierhead Light. Two signs installed; one facing upriver and the other downriver. The top height of each sign shall not exceed five feet from the base of the pole. The aluminum signs will be banded to the pole utilizing stainless steel hardware; destructive penetrations are not authorized. Sign dimensions and a photo are included in Exhibit A.

2. Period of License. The Licensee may only use the facility during the times specified in this license. All activities on the facility must take place during the times specified, including any setting up or breaking down of equipment etc.

3. This License is Limited to Use of the Designated Facility. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may not enter or use any other facilities on the installation, unless they have an independent right to do so or are specifically invited to do so by someone with the authority to allow entry. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may not enter any housing areas, unless specifically invited there by a resident.

4. Non-Profit operation and Certification. The Licensee certifies that it is either a local government entity or a

nonprofit organization, which is exempt from taxation by section 501 of the Internal Revenue Code (26 U.S.C. 501). Licensee may not conduct any activities on the facility for the purpose of raising funds or making a profit. If the Licensee charges a fee to others in connection with the Licensee's use of the facility, the Licensee shall submit to the Collection Clerk at the address shown below, with a copy to the Licensor, a certified statement itemizing its operating expenses and the revenues derived from the use of the facility, along with a check or money order made payable to the U.S. Coast Guard for any revenues generated by the use of the facility in excess of the expenses. The certified statement and payment, if any shall be mailed to the following address:

Attn: USCG ART/Others
PO Box 979119
St. Louis, MO 63197-9000

5. Governing Law and Regulations. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities, while on the Coast Guard installation are subject to all applicable Federal, state, and local laws, regulations, directives, and orders, including those issued by the Licensor or a designated representative, including the installation's Officer of the Day Representative.

6. Environmental Protection.

a. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. The Licensee shall, at no cost to the United States, promptly comply with all applicable Federal, state, and local laws, regulations, or directives regulating the quality of the environment. This does not affect the Licensee's right to contest the validity of such laws, regulations, or directives or to try to enjoin their applicability.

b. The Licensee shall use all required means to protect the environment and natural resources from any damage arising from the Licensee's use of the facility and activities incident to its use. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources.

7. Access to Licensed Facility. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities shall enter and exit the installation by the driveway and shall comply with all posted traffic and parking control signs and directions by the Licensor's Principal Representative or his designated Officer of the Day Representative.

8. Parking. None.

9. Reimbursement of Expense. The Licensee agrees to reimburse

the Licensor for all utilities and services provided to the Licensee in connection with this license. The Licensee shall reimburse the Licensor for any such costs as determined by under applicable laws, regulations, and directives.

10. Alterations. No additions to or alterations of the licensed facility can be made without the prior written consent of the Licensor. Upon revocation, expiration, or surrender of this license the Licensee shall, to the extent directed by the Licensor, remove all alterations, additions, betterments, or improvements made or installed, and restore the premises, subject to reasonable wear and tear, to the same or in as good a condition as existed on the effective date of this license.

11. Return of Licensed Premises. On or before the expiration of this license, or upon its relinquishment by the Licensee, the Licensee shall vacate the facility and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities. If this license is revoked for any reason, the Licensee shall vacate the facility and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities. In either event, if the Licensee fails to remove property brought onto the installation (abandoned property), then, at the option of the Licensor, the abandoned property shall either become the property of the United States, without payment of compensation, or the Licensor may have the property removed from the installation. The Licensee agrees that the Licensor has no obligation to safeguard or care for the abandoned property. Neither the Licensor, the U. S. Coast Guard, nor the United States are liable for any expenses incurred by the Licensee for the removal of the abandoned property. If the Licensee fails to remove any property brought on the installation, the Licensee shall pay any costs incurred by the Licensor for its removal.

12. Restoration of the Facility. The Licensee shall restore the facility to the condition in which it was received. Licensee shall clean up and remove all trash and refuse generated by the Licensee's use of the facility and shall replace any property that it may have relocated during its use of the facility. If the Licensee fails to restore the facility, including the removal of trash and relocation of property, the Licensee shall pay any costs incurred by the Licensor to restore the facility.

13. Damage to Property. The Licensee is responsible for any damage to or destruction of any property belonging to the United States, which results from the Licensee's use of the facility. The Licensee shall promptly repair or replace any damage or destroyed property to the satisfaction of the Licensor. In lieu of repairs or replacement, and at the sole Licensor's discretion, the Licensee may pay to the Licensor money in an amount sufficient to compensate for the Licensor for the loss sustained as a result of the damage to or destruction of the property.

14. State and Local Permits, Licenses, and Taxes. The Licensee is solely responsible for obtaining any state or local permits or licenses necessary for its proposed use of the facility, as well as for the payment of any state or local taxes generated by its activities.

15. Solicitations. The Licensee, its officers, employees, contractors, agents, guests and the participants in its activities may not engage in any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.

16. Controlled Substances. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may not bring any controlled substances onto the installation, nor may any controlled substances be possessed, used, solicited, transferred, or sold on the installation, except for lawful prescription use.

17. Alcoholic Beverages. The Licensee, its officer, employees, contractors, agents and guests and the participants in its activities may not bring any alcoholic beverages onto the installation.

18. Notice of Potential Hazards.

a. The following hazards may be associated with the use of the facility by the Licensee:

Electronic transmitting devices that emit radio waves of various frequencies.

b. The use of the described, or similar devices, and the hazardous facilities in the vicinity or along the access routes to the licensed facility are dictated by the weather conditions, operational requirements, other authorized uses of the installation and safety concerns. Their use cannot be delayed or otherwise affected because of the Licensee's use of the facility.

c. The Licensee shall advise its officers, employees, contractors, agents, and guests and the participants in its activities of the potential hazards.

19. Indemnification and Insurance.

a. Licensee shall indemnify and hold harmless the United States, the Coast Guard, its officers, employees, agents, and servants from any and all liability they may be liable for under the Federal Tort Claims Act (28 U.S.C. 2671 et seq.) or other laws, including the death or injury to any persons or loss or damage to the property of any persons resulting from the use of the facility by the Licensee.

b. Licensee shall indemnify and hold harmless the Licensor

against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the Licensee's use of the facility or for any injuries sustained by any individuals who have come on the facility as a result of the Licensee's use of the facility and may be injured in the course of participating in an inherently hazardous activity, an athletic activity, or another recreational activity while on the installation, whether or not the activity is a sanctioned part of the Licensee's use of the facility.

c. Alcoholic beverages are not allowed onto the licensed facility, but if alcoholic beverages are served during the Licensee's use of the facility, the Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act or omission, no matter whether the act or omission occurs on or off the installation, following the consumption of alcohol at the facility by the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities.

d. Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the use of the facility under this license.

e. The Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may arise from the hazards listed in paragraph 18 above and the Licensee's potentially incompatible use of the facility.

f. Licensee shall have the Coast Guard specifically named as an insured in a general liability policy, obtained by the Licensee, at no cost to the Coast Guard, that covers the Licensee's use of the facility under this license. The Certificate of Liability Insurance Policy, which names the Coast Guard as an insured, must be in full force and effect during all periods covered by this license, including any periods when the Licensor has consented to the rescheduling of the use of the facility. The Certificate of Liability Insurance policy must provide a minimum of $1 million dollars coverage per occurrence.

g. The Licensor must also be named as a certificate holder on the Licensee's insurance policy, and such Certificate of Liability Insurance shall provide that not less than thirty days prior written notice shall be given to the Licensor, in the event of modification, cancellation, or nonrenewal of the insurance coverage. The certificate must contain a severability of

interest clause. This license is not valid unless an appropriate certificate of insurance was received by the Licensor before this license was issued.

20. Notification. The Licensee shall notify all of its officers, employees, contractors, agents, or guests who will use the facility of the terms of this license and that they are required to comply with all applicable terms of this license if they enter the installation.

21. Non-Discrimination. The Licensee, for itself and its officers, employees, contractors, agents, and guests agrees that:

a. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise discriminated against in the use of the facility.

b. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements at the facility or in the furnishing of services in connection with the use of the facility by the Licensee.

c. That the Licensee shall use the facility in compliance with the regulations in 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964. This license is not valid unless prior to the execution of this license, the Licensee has signed the Standard Department of Transportation Title VI Assurances form, a copy of which is attached to and made part of this license.

22. Designation of Licensor's Principal Representative. Officer in Charge, BMC James Coleman at Aids to Navigation Team Two Rivers is designated as the Principal Representative of the Licensor. The Licensee shall coordinate its use of the facility with the Principal Representative. The Principal Representative can be contacted at telephone number 920-793-2260 or via email at James.R.Coleman@uscg.mil.

23. Revocation. This license is revocable at will by the Licensor. The revocation is effective upon written or verbal notification to Licensee's representative, Michael Willmas, at Michael.Willmas@sheboyganwi.gov, 920-459-3442.

Licenses are often revoked when in Licensor's opinion unsafe conditions exist, the Licensee has failed to comply with the terms of a license, or the use of the facility would conflict with Coast Guard operational, safety, or security requirements.)

24. Assignability. This license is neither assignable nor transferable by the Licensee.

25. Entire Agreement. This license constitutes the only agreement between the Licensor and Licensee. Any prior understanding or representation of any kind, which preceded the date of this license, are not binding on either party, except to the extent the understandings are incorporated into this license.

For the Licensee:

_____
Michael Willmas
Superintendent of Facilities and Traffic Division
City of Sheboygan, Department of Public Works

For the U.S. Coast Guard:

_____
Michelle Miller Frieden
Real Estate Contracting Officer
USCG Civil Engineering Unit Cleveland

Exhibits:

A. Sign Dimensions and Photo
B. Title VI Assurances



Sheboygan North Pierhead Light



"4" = 17" high
"MPH" = 10" high
The blue will be a darker shade or whatever you suggest.

STANDARD DHS TITLE VI ASSURANCES

The Recipient HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Homeland Security it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Homeland Security - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Homeland Security, including the United States Coast Guard, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its program

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(3) and 21.23(b) of the Regulations, will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with each program and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Homeland Security issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure

that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, lease, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under each program and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under each program

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of

Homeland Security or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such programs will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Homeland Security under the program and is binding on it, other Recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the program

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Dated _____

_____
Recipient

Attachments: (1) Appendix A, B and C

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Homeland Security (hereinafter, "DHS") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW, THEREFORE, the Department of Homeland Security, as authorized by law, and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon, in accordance with the Appropriate Legislative Authority, the Regulations for the Administration of this program and the policies and procedures prescribed by the United States Coast Guard of the Department of Homeland Security and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Homeland Security (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all right, title and interest of the Department of Homeland Security in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose invol ving the provision of similar services or benefits and shall be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed (,) (and)* (2) that the Recipient shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Homeland Security - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Homeland Security and its assigns as such interest existed prior to this instruction.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The Recipient for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a Department of Homeland Security program or activity is extended or for another purpose involving the provision of similar services or benefits, the Recipient shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Homeland Security Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Recipient for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Recipient shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Homeland Security-Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulation may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Government shall have the right to terminate the agreement and to reenter and repossess said land and facilities thereon, and hold the same as if said agreement had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the Government shall have the right to reenter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Government and its assigns.

II

R. O. No. ____ - 21 - 22. By CITY PLAN COMMISSION. June 7, 2021.

Your Commission to whom was referred Res. No. 9-21-22 by Alderpersons Mitchell and Perrella approving the Capital Improvements Program as recommended by the Capital Improvements Commission for the program period of 2022-2026 and adopting the program for implementation; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 25, 2021, and after due consideration, recommends adopting the Resolution.

CITY PLAN COMMISSION

III

4.3

Res. No. 9 - 21 - 22. By Alderpersons Mitchell and Perrella. May 17, 2021.

A RESOLUTION approving the Capital Improvements Program as recommended by the Capital Improvements Commission for the program period of 2022-2026 and adopting the program for implementation.

WHEREAS, the Common Council approved Res. No. 144-16-17 on December 19, 2016 adopting the 2017-2021 Strategic Plan which established the City's mission to provide fiscally-responsible municipal services in an effective and responsive manner, with a vision to be a family-oriented and prosperous community with a wide-variety of housing, business, cultural and recreational opportunities in safe and attractive neighborhoods. The Strategic Plan developed the following focus areas to advance the mission and vision: Quality of Life, Infrastructure and Public Facilities, Economic Development, Neighborhood Revitalization, Governing and Fiscal Management, and Communication; and

WHEREAS, from February 1 to February 23, 2021 the residents of Sheboygan provided direction to elected officials and city leadership in the form of the 2021 Community Survey. The survey results indicated areas of interest in which to direct the city's resources for future improvements; and

WHEREAS, the Capital Improvements Commission convened on April 26, 2021 and May 3, 2021 to review and recommend approval of the 2022-2026 Capital Improvements Program in light of the Strategic Plan and the Community Survey.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the 2022-2026 Capital Improvements Program (copy attached) for implementation.

City Plan

Aaron Perrella

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:										
Yellow - Previously approved in same year										
Blue - Previously approved in a different year		2022		2023	2024	2025		2026		Total
		Executive		Executive	Executive	Executive		Executive		Executive
REVENUES										
Property Tax Levy										
Police	1	$225,000		$201,000	$236,000	$151,000		$225,000		$1,038,000
Street Improvement and Sidewalks	2	$500,000		$500,000	$500,000	$500,000		$500,000		$2,500,000
General Government Projects	3	$60,000		$60,000	$60,000	$60,000		$60,000		$300,000
Fire	4	$30,000		$45,000	$35,000	$45,000		$35,000		$190,000
Park, Forest and Open Space Fund	5	$110,000		$110,000	$110,000	$110,000		$110,000		$550,000
Park Impact Fee Fund	7	$65,000		$50,000	$0	$65,000		$100,000		$280,000
Vehicle / Land Sales	8	$94,000		$65,000	$85,000	$65,000		$77,000		$386,000
County / State / Federal Grants	9	$4,337,000		$0	$1,455,000	$2,700,000		$105,000		$8,597,000
Other Municipality Contributions (County Sales Tax)	10	$411,000		$411,000	$411,000	$411,000		$411,000		$2,055,000
G. O. Borrowed Funds	11	$1,991,000		$4,215,000	$3,478,000	$4,238,000		$6,259,000		$20,181,000
Other Borrowed Funds	12	$3,441,400		$4,956,400	$4,760,000	$4,200,000		$4,530,000		$21,887,800
Donations	13	$0		$0	$20,000	$0		$2,045,000		$2,065,000
User Fees	14	$26,185,000		$20,995,000	$1,930,000	$1,875,000		$1,920,000		$52,905,000
Special Assessment	15	$100,000		$100,000	$100,000	$100,000		$100,000		$500,000
Vehicle Registration Fee	16	$745,000		$745,000	$745,000	$745,000		$745,000		$3,725,000
Other/CDBG	17	$602,000		$0	$0	$0		$0		$602,000
Fund Balance	18	$1,562,000		$2,503,000	$2,934,000	$575,000		$1,499,000		$9,073,000
TOTAL REVENUE		$40,458,400		$34,956,400	$16,859,000	$15,840,000		$18,721,000		$126,834,800
EXPENDITURES										
City Buildings										
Municipal Service Building Main Electrical Panel Update	18	$195,000		$0	$0	$0		$0		$195,000
Municipal Service Building Vehicle Wash Facility Construction	18	$250,000		$0	$0	$0		$0		$250,000
Municipal Service Building Garage Drain		$0	11	$75,000	$0	$0		$0		$75,000
Municipal Service Building LED Upgrade Garage/MVD		$0	11	$85,000	$0	$0		$0		$85,000

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:												
Yellow - Previously approved in same year												
Blue - Previously approved in a different year		2022		2023		2024		2025		2026		Total
		Executive		Executive		Executive		Executive		Executive		Executive
City Buildings - continued												
ADA Infrastructure Improvements - Citywide Program - Buildings		$0	11	$250,000		$0		$0		$0		$250,000
Municipal Service Building- Engineering Office Windows		$0		$0	11	$100,000		$0		$0		$100,000
Municipal Service Building Exterior Improvements		$0		$0		$0	11	$165,000		$0		$165,000
ADA Infrastructure Improvements - Citywide Program - Buildings		$0		$0		$0	11	$250,000		$0		$250,000
MSB - Garage Roof Replacement		$0		$0		$0		$0	3,11	$2,500,000		$2,500,000
Total - City Buildings		$445,000		$410,000		$100,000		$415,000		$2,500,000		$3,870,000
Police												
Marked Vehicles - Sport Utility Vehicles (5)	1,8	$236,000		$0		$0		$0		$0		$236,000
Unmarked Vehicle	1,8	$44,000		$0		$0		$0		$0		$44,000
Parking Lot Asphalt Maintenance	18	$50,000		$0		$0		$0		$0		$50,000
Marked Vehicles - Sport Utility Vehicles (4)		$0	1,8	$196,000		$0		$0		$0		$196,000
Police Range Remediation		$0	11	$45,000		$0		$0		$0		$45,000
Police Facility Building Maintenance		$0	11	$50,000		$0		$0		$0		$50,000
Marked Vehicles - Sport Utility Vehicles (4)		$0		$0	1,8	$190,000		$0		$0		$190,000
Unmarked Vehicle - Sport Utility Vehicle		$0		$0	1,8	$47,000		$0		$0		$47,000
Patrol Wagon		$0		$0	1	$50,000		$0		$0		$50,000
Marked Vehicles - Sport Utility Vehicle		$0		$0		$0	1,8	$48,000		$0		$48,000
Unmarked Vehicle - Sport Utility Vehicle		$0		$0		$0	1,8	$48,000		$0		$48,000
Unmarked Vehicle (3)		$0		$0		$0	1,8	$90,000		$0		$90,000
Marked Vehicles - Sport Utility Vehicles (5)		$0		$0		$0		$0	1,8	$245,000		$245,000
Unmarked Vehicle		$0		$0		$0		$0	1,8	$35,000		$35,000
Impound Area Improvements		$0		$0		$0		$0	11	$1,000,000		$1,000,000
Total - Police		$330,000		$291,000		$287,000		$186,000		$1,280,000		$2,374,000
Fire												
Station 3 Design	18	$250,000		$0		$0		$0		$0		$250,000
Ambulance	11,18	$336,000		$0		$0		$0		$0		$336,000
Rescue Pumper	4,8,11	$810,000		$0		$0		$0		$0		$810,000
Station 3 Construction Phase 1		$0	11	$2,000,000		$0		$0		$0		$2,000,000

2022 - 2026 Capital Improvement Program List

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		Executive		Executive		Executive		Executive		Executive		Executive
Fire - continued												
Ambulance		$0	8,11	$346,000		$0		$0		$0		$346,000
Air Bag System		$0	4	$45,000		$0		$0		$0		$45,000
Station 3 Construction Phase 2		$0		$0	11	$2,000,000		$0		$0		$2,000,000
Ambulance		$0		$0	8,11	$356,000		$0		$0		$356,000
Cardiac Monitors		$0		$0	8,11	$175,000		$0		$0		$175,000
Training Fire Simulator		$0		$0	4	$35,000		$0		$0		$35,000
Station 4 Exterior		$0		$0		$0	11	$64,000		$0		$64,000
Turnout Gear Rack		$0		$0		$0	4	$22,000		$0		$22,000
Station 1 and 2 Washer/Dryer Units		$0		$0		$0	4	$23,000		$0		$23,000
Training Facility		$0		$0		$0		$0	4,8	$2,000,000		$2,000,000
Total - Fire		$1,396,000		$2,391,000		$2,566,000		$109,000		$2,000,000		$8,462,000
Public Works												
Traffic Control												
LED Street Lighting Upgrade - TID 16	12	$171,400		$0		$0		$0		$0		$171,400
LED Street Lighting Upgrade - Citywide	3,18	$110,000		$0		$0		$0		$0		$110,000
Traffic Control Upgrade - Citywide		$0	11	$70,000		$0		$0		$0		$70,000
LED Street Lighting Upgrade - Citywide		$0	3,11	$100,000		$0		$0		$0		$100,000
LED Street Lighting Upgrade - TID 16		$0	12	$171,400		$0		$0		$0		$171,400
Electical Infrastructure Repair - Citywide		$0		$0	11	$50,000		$0		$0		$50,000
LED Street Lighting Upgrade - Citywide		$0		$0	3,11	$200,000		$0		$0		$200,000
LED Street Lighting Upgrade - Blue Harbor		$0		$0	12	$175,000		$0		$0		$175,000
LED Street Lighting Upgrade - Broughton Drive		$0		$0		$0	11	$225,000		$0		$225,000
Traffic Control Upgrade - Citywide		$0		$0		$0	3,11	$65,000		$0		$65,000
Total - Traffic Control		$281,400		$341,400		$425,000		$290,000		$0		$1,337,800
Streets												
Enterprise Asset Management Software	18	$250,000		$0		$0		$0		$0		$250,000
North 10th Street (North Avenue to School Avenue)	9,10	$375,000		$0		$0		$0		$0		$375,000
North Avenue (Calumet Drive to Taylor Drive)	11,14	$1,200,000		$0		$0		$0		$0		$1,200,000

2022 - 2026 Capital Improvement Program List

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		Executive		Executive		Executive		Executive		Executive		Executive
Streets - continued												
St. Clair Avenue (North Ninth Street to North 14th Street)	10,17	$375,000		$0		$0		$0		$0		$375,000
Calumet Drive Panel Replacement (Saemann Avenue to City Limits)	2	$500,000		$0		$0		$0		$0		$500,000
CMAQ-Kohler Memorial Drive-Erie Avenue Traffic Flow Construction		$0		$0		$0		$0		$0		$0
CMAQ-14th Street Traffic Flow Construction		$0		$0		$0		$0		$0		$0
CMAQ-Taylor Drive Traffic Flow Construction		$0		$0		$0		$0		$0		$0
Storm Water Management Plan	11	$250,000		$0		$0		$0		$0		$250,000
Sidewalk Repair/Replacement Program (Citywide)	15	$100,000		$0		$0		$0		$0		$100,000
Pennsylvania Avenue (5th Street to Broughton Drive)-TID 20		$0	12	$1,500,000		$0		$0		$0		$1,500,000
North 25th Street (Kohler Memorial Drive to North Avenue)		$0	11,14	$1,160,000		$0		$0		$0		$1,160,000
South 11th Street (Indiana Avenue to Union Avenue)		$0	2,11	$1,000,000		$0		$0		$0		$1,000,000
Indiana Avenue (Bridge to 24th Street)		$0	10,11	$1,000,000		$0		$0		$0		$1,000,000
South 18th Street (Mead Avenue to Washington Avenue)		$0	11	$800,000		$0		$0		$0		$800,000
South 14th St/South Business Dr Panel Replacement (Erie Av to Union Av)		$0	2	$500,000		$0		$0		$0		$500,000
Benchmark Modernization Program		$0	18	$100,000		$0		$0		$0		$100,000
Storm Water Management Plan		$0	11	$250,000		$0		$0		$0		$250,000
Sidewalk Repair/Replacement Program (Citywide)		$0	15	$100,000		$0		$0		$0		$100,000
Wilson Avenue (Lakeshore Drive to South Business Drive)		$0		$0	,9,10,11	$1,450,000		$0		$0		$1,450,000
North 15th Street Design (Calumet Drive to Mayflower Avenue)		$0		$0	9,11	$500,000		$0		$0		$500,000
Erie Avenue (North 19th Street to Taylor Drive)		$0		$0	2	$500,000		$0		$0		$500,000
New Jersey Avenue (South 13th Street to Wildwood Drive)		$0		$0	11	$1,000,000		$0		$0		$1,000,000
South Business Drive Panel Replacement (Wilson Av to Washington Av)		$0		$0	11	$500,000		$0		$0		$500,000
Storm Water Management Plan		$0		$0	11	$250,000		$0		$0		$250,000
Sidewalk Repair/Replacement Program (Citywide)		$0		$0	15	$100,000		$0		$0		$100,000
Weeden Creek Road (South 12th Street-South Business Drive)		$0		$0		$0	11	$500,000		$0		$500,000
North 15th Street (Calumet Drive to Mayflower Avenue)		$0		$0		$0	9,10,11,14	$5,500,000		$0		$5,500,000
Lincoln Avenue (North Point Drive to North Sixth Street)		$0		$0		$0	11	$600,000		$0		$600,000
Storm Water Management Plan		$0		$0		$0	11	$250,000		$0		$250,000
Sidewalk Repair/Replacement Program (Citywide)		$0		$0		$0	15	$100,000		$0		$100,000
North Avenue and North Taylor Drive Intersection		$0		$0		$0		$0	2,11,14	$1,500,000		$1,500,000
Lakeshore Drive (Mead Avenue to RR Tracks)		$0		$0		$0		$0	11	$1,000,000		$1,000,000

2022 - 2026 Capital Improvement Program List

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	Executive		Executive		Executive		Executive		Executive	Executive
Streets - continued										
South 12th Street (Greenfield Avenue to Camelot Boulevard)	$0		$0		$0		$0	9,10,11	$750,000	$750,000
South 17th Street (Wilson Avenue to Union Avenue)	$0		$0		$0		$0	9,11	$800,000	$800,000
Oakland Avenue (South Business Drive to South 11th Street)	$0		$0		$0		$0	11	$730,000	$730,000
Storm Water Management Plan	$0		$0		$0		$0	11	$250,000	$250,000
Sidewalk Repair/Replacement Program (Citywide)	$0		$0		$0		$0	15	$100,000	$100,000
Total Streets	$3,050,000		$6,410,000		$4,300,000		$6,950,000		$5,130,000	$25,840,000
Parks and Forestry										
Urban Forestry Management Plan	5	$110,000		$0		$0		$0		$0		$110,000
Evergreen Park Area 5 Improvements	7,11	$140,000		$0		$0		$0		$0		$140,000
ADA Infrastructure Improvements - Citywide Program - Parks	7,11	$250,000		$0		$0		$0		$0		$250,000
Urban Forestry Management Plan		$0	5	$110,000		$0		$0		$0		$110,000
Cleveland Park - Splash Pad		$0	7,11	$250,000		$0		$0		$0		$250,000
Jaycee Quarry Park Master Plan Design		$0	11	$50,000		$0		$0		$0		$50,000
Urban Forestry Management Plan		$0		$0	5	$110,000		$0		$0		$110,000
Veterans Park - Tennis Court Resurfacing		$0		$0	11	$150,000		$0		$0		$150,000
ADA Infrastructure Improvements - Citywide Program - Parks		$0		$0	11	$250,000		$0		$0		$250,000
Urban Forestry Management Plan		$0		$0		$0	5	$110,000		$0		$110,000
Playground Renovations - Deland Beach		$0		$0		$0	11	$75,000		$0		$75,000
Maywood Environmental Center Improvements		$0		$0		$0	11	$25,000		$0		$25,000
Jaycee Quarry Park New Year-Round Shelter		$0		$0		$0	7,9,11	$1,000,000		$0		$1,000,000
Urban Forestry Management Plan		$0		$0		$0		$0	5	$75,000		$75,000
Stonebrook Crossing Playground		$0		$0		$0		$0	7	$50,000		$50,000
Re-asphalt Lakeview Park Parking Lot		$0		$0		$0		$0	11	$50,000		$50,000
Re-asphalt Moose Park Roadway		$0		$0		$0		$0	11	$50,000		$50,000
Evergreen Park New Shelter-Area 2		$0		$0		$0		$0	5,11	$75,000		$75,000
Evergreen Park Trail Improvement		$0		$0		$0		$0	11	$60,000		$60,000
ADA Infrastructure Improvements - Citywide Program - Parks		$0		$0		$0		$0	11	$250,000		$250,000
Jaycee Quarry Park Master Plan Improvements		$0		$0		$0		$0	11	$150,000		$150,000
Total - Parks and Forestry	$500,000		$410,000		$510,000		$1,210,000		$760,000	$3,390,000

2022 - 2026 Capital Improvement Program List

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		Executive		Executive		Executive		Executive		Executive		Executive
Total - Public Works		$3,831,400		$7,161,400		$5,235,000		$8,450,000		$5,890,000		$30,567,800
City Development												
Indiana Avenue Trail Project - Phase 1	12	$875,000		$0		$0		$0		$0		$875,000
Indiana Avenue Trail Project - Phase 2	12	$0	12	$250,000		$0		$0		$0		$250,000
Indiana Avenue Streetscape Improvements-Phase 2	12	$0	12	$750,000		$0		$0		$0		$750,000
Indiana Avenue Trail Project - Phase 3	12	$0	12	$0	9,12	$2,250,000		$0		$0		$2,250,000
Sheboygan River-West Side Boardwalk-Construction		$0		$0	12	$1,000,000		$0		$0		$1,000,000
Total - City Development		$875,000		$1,000,000		$3,250,000		$0		$0		$5,125,000
Total - City Development		$875,000		$1,000,000		$3,250,000		$0		$0		$5,125,000
Wastewater Utility												
Lake Shore Interceptor Project	14	$8,000,000		$0		$0		$0		$0		$8,000,000
Primary Clarifier Number Three Drive	14	$120,000		$0		$0		$0		$0		$120,000
Secondary Clarifier Number One Drive	14	$90,000		$0		$0		$0		$0		$90,000
Screen / Scum Rejects System Upgrade	14	$125,000		$0		$0		$0		$0		$125,000
South Aeration Upgrade	14	$385,000		$0		$0		$0		$0		$385,000
Jet Truck	14	$265,000		$0		$0		$0		$0		$265,000
Chip Seal Asphalt Surfaces	14	$85,000		$0		$0		$0		$0		$85,000
East Primary Screen Chain Replacement	14	$80,000		$0		$0		$0		$0		$80,000
Sewer Line Reconstruction / Relining Program	14	$1,000,000		$0		$0		$0		$0		$1,000,000
Mini Storm Sewer Program	14	$50,000		$0		$0		$0		$0		$50,000
Primary Clarifier Number One Drive		$0	14	$120,000		$0		$0		$0		$120,000
Secondary Clarifier Number Three Drive		$0	14	$90,000		$0		$0		$0		$90,000
North Aeration Upgrade		$0	14	$385,000		$0		$0		$0		$385,000
Anaerobic Digester Heat Exchanger Replacement		$0	14	$225,000		$0		$0		$0		$225,000
6th and Pershing Lift Station-Rehab		$0	14	$125,000		$0		$0		$0		$125,000
Sewer Line Reconstruction /Relining Program		$0	14	$1,000,000		$0		$0		$0		$1,000,000
Mini Storm Sewer Program		$0	14	$50,000		$0		$0		$0		$50,000
Bleach Tank and Bisulfite Tank Replacement		$0		$0	14	$250,000		$0		$0		$250,000
Administrative Building HVAC Upgrade		$0		$0	14	$550,000		$0		$0		$550,000

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		Executive		Executive		Executive		Executive		Executive		Executive
Wastewater Utility - continued												
Indiana Avenue Lift Station Painting		$0		$0	14	$100,000		$0		$0		$100,000
Sewer Line Reconstruction / Relining Program		$0		$0	14	$1,000,000		$0		$0		$1,000,000
Mini Storm Sewer Program		$0		$0	14	$50,000		$0		$0		$50,000
Aeration Blower Number Five		$0		$0		$0	14	$350,000		$0		$350,000
Ferric Chloride Tank Replacement		$0		$0		$0	14	$150,000		$0		$150,000
Grit System Modifications		$0		$0		$0	14	$125,000		$0		$125,000
North Avenue Lift Station Controls		$0		$0		$0	14	$150,000		$0		$150,000
North Entrance Gate Replacements		$0		$0		$0	14	$50,000		$0		$50,000
Sewer Line Reconstruction / Relining Program		$0		$0		$0	14	$1,000,000		$0		$1,000,000
Mini Storm Sewer Program		$0		$0		$0	14	$50,000		$0		$50,000
Administrative Building Roof Replacement		$0		$0		$0		$0	14	$550,000		$550,000
Indiana Avenue Lift Station Wet Well Isolation Wall		$0		$0		$0		$0	14	$400,000		$400,000
Sewer Line Reconstruction / Relining Program		$0		$0		$0		$0	14	$1,000,000		$1,000,000
Mini Storm Sewer Program		$0		$0		$0		$0	14	$50,000		$50,000
Total - Wastewater Utility		$10,200,000		$1,995,000		$1,950,000		$1,875,000		$2,000,000		$18,020,000
Motor Vehicle												
Street Sweeper	8,18	$295,000		$0		$0		$0		$0		$295,000
Skid Steer	8,18	$41,000		$0		$0		$0		$0		$41,000
Street Sweeper		$0	8,18	$300,000		$0		$0		$0		$300,000
Woodchipper		$0	8,18	$68,000		$0		$0		$0		$68,000
Tri-Axle Dump Truck with Slide-In Salter and Spray Bar		$0		$0	8,18	$300,000		$0		$0		$300,000
Zero Turn Mower (2)		$0		$0	8,18	$31,000		$0		$0		$31,000
Tri-Axle Dump Truck		$0		$0		$0	8,18	$280,000		$0		$280,000
Garbage Truck (Park Department)		$0		$0		$0	8,18	$290,000		$0		$290,000
Tri-Axle Dump Truck		$0		$0		$0		$0	8,18	$280,000		$280,000
Zero Turn Mower		$0		$0		$0		$0	8,18	$16,000		$16,000
Total - Motor Vehicle Fund		$336,000		$368,000		$331,000		$570,000		$296,000		$1,901,000

2022 - 2026 Capital Improvement Program List

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Yellow - Previously approved in same year											
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Parking Utility											
John Deere Pro Style Gator		$0	8,18	$20,000		$0		$0		$0	$20,000
Riverfront Parking Lots		$0		$0	18	$600,000		$0		$0	$600,000
Total - Parking Utility		$0		$20,000		$600,000		$0		$0	$620,000
Transit Utility											
Fixed Route Revenue Buses (4)	9,11	$1,840,000		$0		$0		$0		$0	$1,840,000
Fixed Route Revenue Buses (6)	9,17	$2,760,000		$0		$0		$0		$0	$2,760,000
Total - Transit Utility		$4,600,000		$0		$0		$0		$0	$4,600,000
Cable TV											
TriCaster Replacement for Studio	18	$25,000		$0		$0		$0		$0	$25,000
Outside Broadcast (OB) Truck Replacement		$0		$0		$0		$0	18	$50,000	$50,000
Total - Cable TV		$25,000		$0		$0		$0		$50,000	$75,000
Information Technology Fund											
IBMi Retirement - Software Acquisitions	18	$25,000		$0		$0		$0		$0	$25,000
IBMi Retirement - Software Acquisitions		$0	18	$35,000		$0		$0		$0	$35,000
IBMi Retirement - Software Acquisitions		$0		$0	18	$30,000		$0		$0	$30,000
IBMi Retirement - Software Acquisitions		$0		$0		$0	18	$35,000		$0	$35,000
Data Center Refresh		$0		$0		$0		$0	18	$50,000	$50,000
SINC Redundant Internet Connection		$0		$0		$0		$0	18	$125,000	$125,000
Total - Information Technology		$25,000		$35,000		$30,000		$35,000		$175,000	$300,000
Water Utility*											
Raw Water Improvement Project - Phase 2	12	$16,000,000		$0		$0		$0		$0	$16,000,000
Operations Equipment Upgrades	14	$585,000		$0		$0		$0		$0	$585,000
Facility Distribution-Construction/Maintenance Upgrades	14	$1,605,000		$0		$0		$0		$0	$1,605,000
Meter System-Customer Relations-Fiscal Upgrades	14	$205,000		$0		$0		$0		$0	$205,000
Raw Water Improvement Project - Phase 3	14	$0	12	$19,000,000		$0		$0		$0	$19,000,000
Operations Equipment Upgrades	14	$0	14	$385,000		$0		$0		$0	$385,000

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:										
Yellow - Previously approved in same year										
Blue - Previously approved in a different year	2022		2023		2024		2025		2026	Total
	Executive		Executive		Executive		Executive		Executive	Executive
Water Utility* - continued										
Facility Distribution-Construction/Maintenance Upgrades	$0	14	$1,800,000		$0		$0		$0	$1,800,000
Meter System-Customer Relations-Fiscal Upgrades	$0	14	$100,000		$0		$0		$0	$100,000
Operations Equipment Upgrades	$0		$0	14	$420,000		$0		$0	$420,000
Facility Distribution-Construction/Maintenance Upgrades	$0		$0	14	$1,950,000		$0		$0	$1,950,000
Meter System-Customer Relations-Fiscal Upgrades	$0		$0	14	$140,000		$0		$0	$140,000
Operations Equipment Upgrades	$0		$0		$0	14	$1,895,000		$0	$1,895,000
Facility Distribution-Construction/Maintenance Upgrades	$0		$0		$0	14	$2,200,000		$0	$2,200,000
Meter System-Customer Relations-Fiscal Upgrades	$0		$0		$0	14	$105,000		$0	$105,000
Operations Equipment Upgrades	$0		$0		$0		$0	14	$2,350,000	$2,350,000
Facility Distribution-Construction/Maintenance Upgrades	$0		$0		$0		$0	14	$2,075,000	$2,075,000
Meter System-Customer Relations-Fiscal Upgrades	$0		$0		$0		$0	14	$105,000	$105,000
Total - Water Utility	$18,395,000		$21,285,000		$2,510,000		$4,200,000		$4,530,000	$50,920,000
TOTAL EXPENDITURES	$40,458,400		$34,956,400		$16,859,000		$15,840,000		$18,721,000	$126,834,800
*For Informational Purposes Only.										
CIP SUMMARY TOTALS BY DEPARTMENT										

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:									
Yellow - Previously approved in same year									
Blue - Previously approved in a different year	2022	2023	2024	2025	2026	Total
	Executive	Executive	Executive	Executive	Executive	Executive
Total - City Buildings	$445,000	$410,000	$100,000	$415,000	$2,500,000	$3,870,000
Total - Police	$330,000	$291,000	$287,000	$186,000	$1,280,000	$2,374,000
Total - Fire & Rescue	$1,396,000	$2,391,000	$2,566,000	$109,000	$2,000,000	$8,462,000
Total - Public Works	$3,831,400	$7,161,400	$5,235,000	$8,450,000	$5,890,000	$30,567,800
Total - City Development	$875,000	$1,000,000	$3,250,000	$0	$0	$5,125,000
Total - Wastewater Utility	$10,200,000	$1,995,000	$1,950,000	$1,875,000	$2,000,000	$18,020,000
Total - Motor Vehicle	$336,000	$368,000	$331,000	$570,000	$296,000	$1,901,000
Total - Parking Utility	$0	$20,000	$600,000	$0	$0	$620,000
Total - Transit Utility	$4,600,000	$0	$0	$0	$0	$4,600,000
Total - Cable TV	$25,000	$0	$0	$0	$50,000	$75,000
Total - Information Technology	$25,000	$35,000	$30,000	$35,000	$175,000	$300,000
Subtotal - Excluding Water Utility*	$22,063,400	$13,671,400	$14,349,000	$11,640,000	$14,191,000	$75,914,800
Total - Water Utility*	$18,395,000	$21,285,000	$2,510,000	$4,200,000	$4,530,000	$50,920,000
Total Capital Improvements	$40,458,400	$34,956,400	$16,859,000	$15,840,000	$18,721,000	$126,834,800

*For Informational Purposes Only.

II

R. O. No. _____ - 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

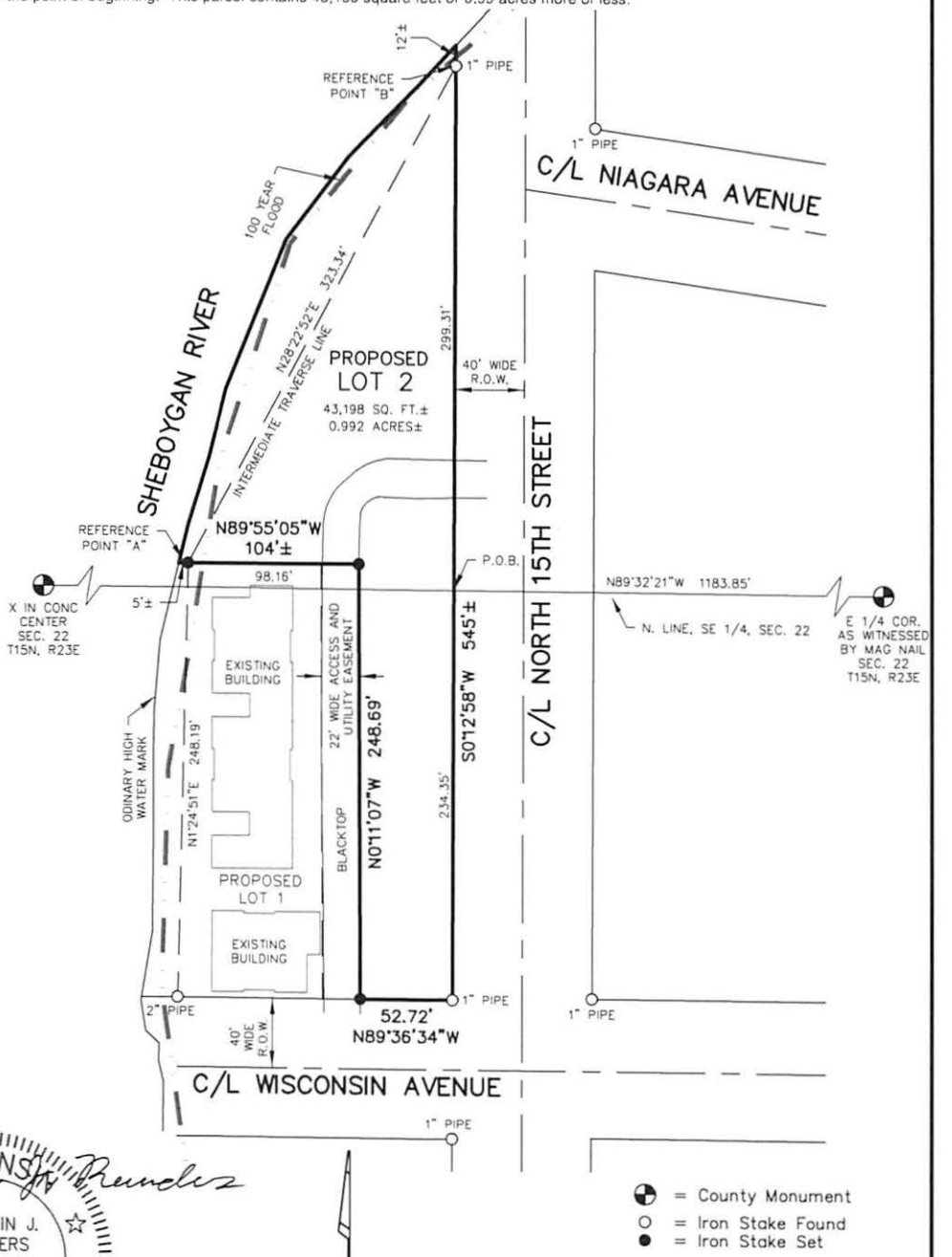
FOR: Waters Edge Condo Association

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

WISCONSIN
BENJAMIN J. REENDERS
S-3114
OOSTBURG
WIS.
5/21/2021
LAND SURVEYOR

Benjamin J. Reenders

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

0 40 80

Scale: 1" = 80'

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

CONTACT INFORMATION

OWNER:
NAME
ADDRESS
CITY, ST XXXXX

CIVIL:
NAME
ADDRESS
SUITE XXX
CITY, ST XXXXX
(XXX) XXX-XXXX
CONTACT:
NAME
xxx@xxxxxxxxxxxxxxx.com

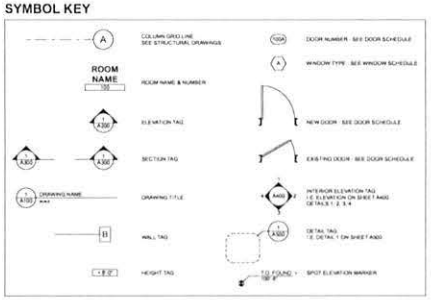
STRUCTURAL:
NAME
ADDRESS
SUITE XXX
CITY, ST XXXXX
(XXX) XXX-XXXX
CONTACT:
NAME
xxx@xxxxxxxxxxxxxxx.com

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
A	
ACT	Acoustic Ceiling Tile
ADJ	Area Drain
AFF	Above Finished Face
ALUM	Aluminum
ANOD	Anodized
APPROX	Approximately
B	
BE S	Bank Equipment Supplie
BLKG	Blocking
BLRHD	Bulkhead
BM	Beam
BSMT	Basement
BT	Base Tile
BYND	Beyond
BO	Bottom Of
BOT	Bottom
C	
CABT	Cabinet
CAP	Capital or Plaste
CHAN	Channel
CJ	Control Joint
CL	Closet
CLG	Ceiling
CLR	Clear
CM	Construction Manage
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
D	
DBL	Double
DEMO	Demolish or Demolition
DIA	Diameter
DIM	Dimension
DIMS	Dimensions
DISP	Dispenser
DN	Down
DR	Door
DRWR	Drawer
DS	Downspout
DT	Detail
DW	Dishwasher
DWG	Drawing
E	
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
ETR	Existing To Remain
EXIST	Existing
EXP	Expansion
EXP JT	Expansion Joint
EXT	Exterior
F	
FD	Floor Drain or Fire Department
FE	Fire Extinguisher
FEC	Fire Extinguisher Cabinet
FHF	Finished Face
FIXT	Fixture
FLR	Floor
FLSHG	Flashing
FM	Field Meter
FO	Face Of
FT	Foot
FTG	Footing
FND	Foundation
G	
GA	Gauge
GALV	Galvanized
GB	Grab Bar
GWB	Gypsum Wall Board
H	
HC	Hollow Core
HDWD	Hardwood
HDR	Header
HI	High
HM	Hollow Metal
HORIZ	Horizontal
HP	High Point
HR	Hour
HT	Height
HRESIS	Impact Resistant
HVAC	Heating, Ventilating, And Air Conditioning
I	
IRGWB	Impact Resistant Gypsum Wall Board
I.O	In Lieu Of
INSTR	Instructions
INSUL	Insulated or Insulation
INT	Interior
J	
JNT	Joint
M	
MAX	Maximum
MFR	Manufacturer
MO	Masonry Opening
MECH	Mechanical
MEMBR	Membrane
MFRD	Manufacturer
MIN	Minimum
MISC	Miscellaneous
MRGWB	Moisture Resistant Dry Wall
MRGWB	Moisture Resistant Gypsum Wall Board
MTL	Metal
MTR	Mortar
MTRL	Material
N	
NIC	Not In Contract
NO.	Number
NOM	Nominal
O	
OC	On Center
OH	Opposite Hand
OPNG	Opening
OZ	Ounce
P	
PCC	Pre-Cast Concrete
PLUMB	Plumbing
PLAM	Plastic Laminate
PLUMB	Plumbing
PLYWD	Plywood
P&SH	Pole & Shelves / Shelf
PREFIN	Prefinished
PT	Pressure Treated
PNT	Paint or Painted
PVC	Polyvinyl Chloride
R	
RB	Rubber Base
RD	Roof Drain
RCP	Reflected Ceiling Plan
RD	Roof Drain
REF	Refrigerator
REINF	Reinforced
RELOC	Relocated
RM	Room
S	
SHTHG	Sheathing
SF	Sheet Flooring
SIM	Similar
SPEC	Specified OR Specification
SPR	Sprinkler or Sprayer
SS	Stainless Steel
ST	Stain
STC	Sound Transmission Coefficient
STL	Steel
STRUCT	Structure or Structural
T	
T&G	Tongue And Groove
TELE	Telephone
TO	Top Of
TOC	Top Of Concrete
TOS	Top Of Slab
TPD	Toilet Paper Dispenser
TID	Telephone/Data
TYP	Typical
U	
UNO	Unless Noted Otherwise
UIS	Underslab
V	
VB	Vinyl Base
VCT	Vinyl Composition Tile
VERT	Vertical
VIF	Verify In Field
VP	Vapor Panel
VWC	Vinyl Wall Covering
W	
W	With
WD	Wood
WDW	Window

SYMBOL KEY



PERSPECTIVES USED TO CONVEY GENERAL LOOK OF THE DESIGN
SEE SUBSEQUENT DRAWINGS FOR DETAILS AND DIMENSIONS

SHEET INDEX

ID	NAME
G100	COVER SHEET
A001	ARCHITECTURAL SITE PLAN
AD101	FIRST FLOOR DEMOLITION PLAN
A002	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

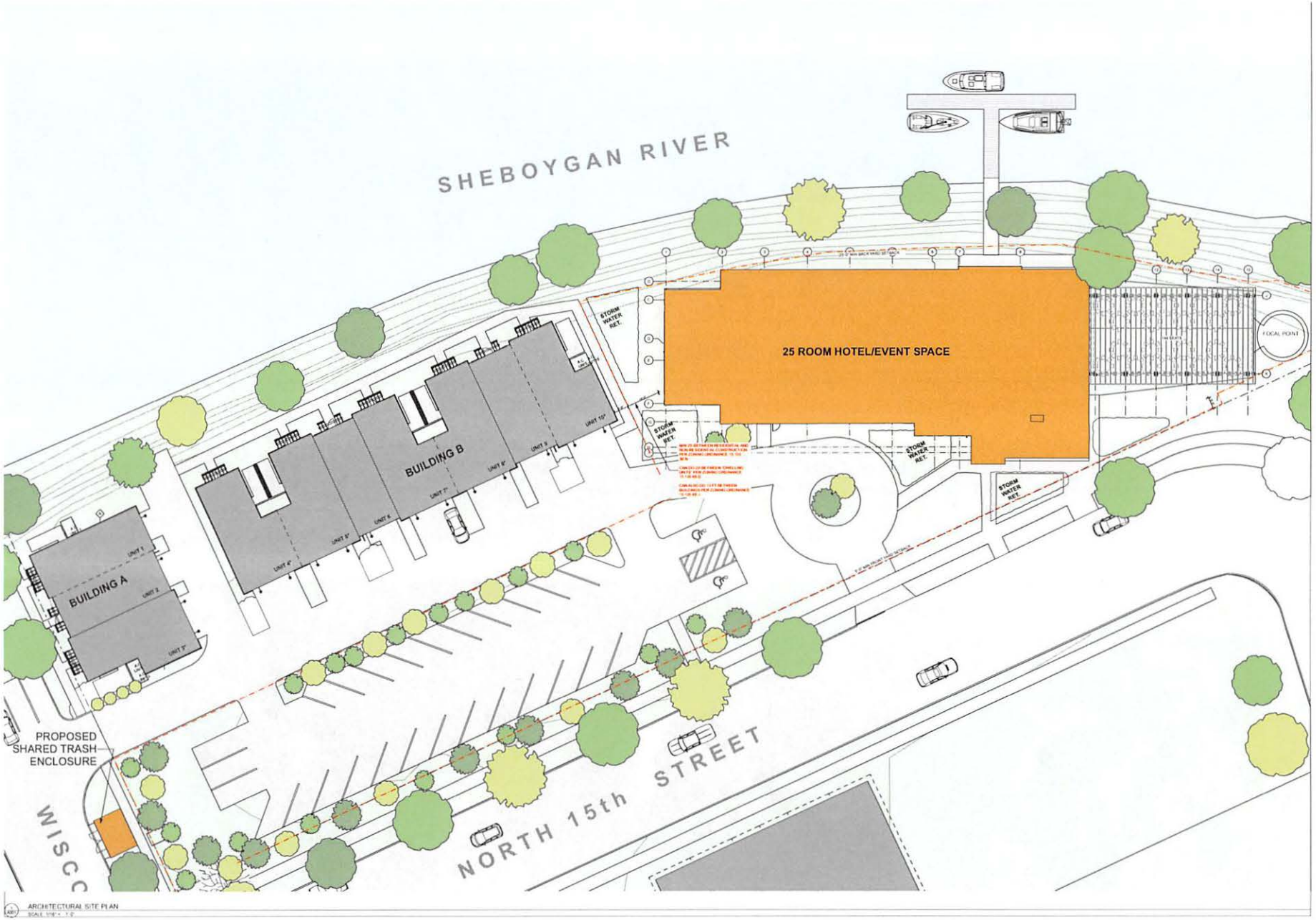
DRAWING ISSUE	DATE
ISSUE	02.10.2021

PROJECT # 21.07

COVER SHEET

G100

©2021 GALBRAITH CARNAHAN ARCHITECTS LLC



ARCHITECTURAL SITE PLAN
SCALE: 1/16" = 1'-0"

GALBRAITH CARNAHAN ARCHITECTS

WATERSHED HOTEL

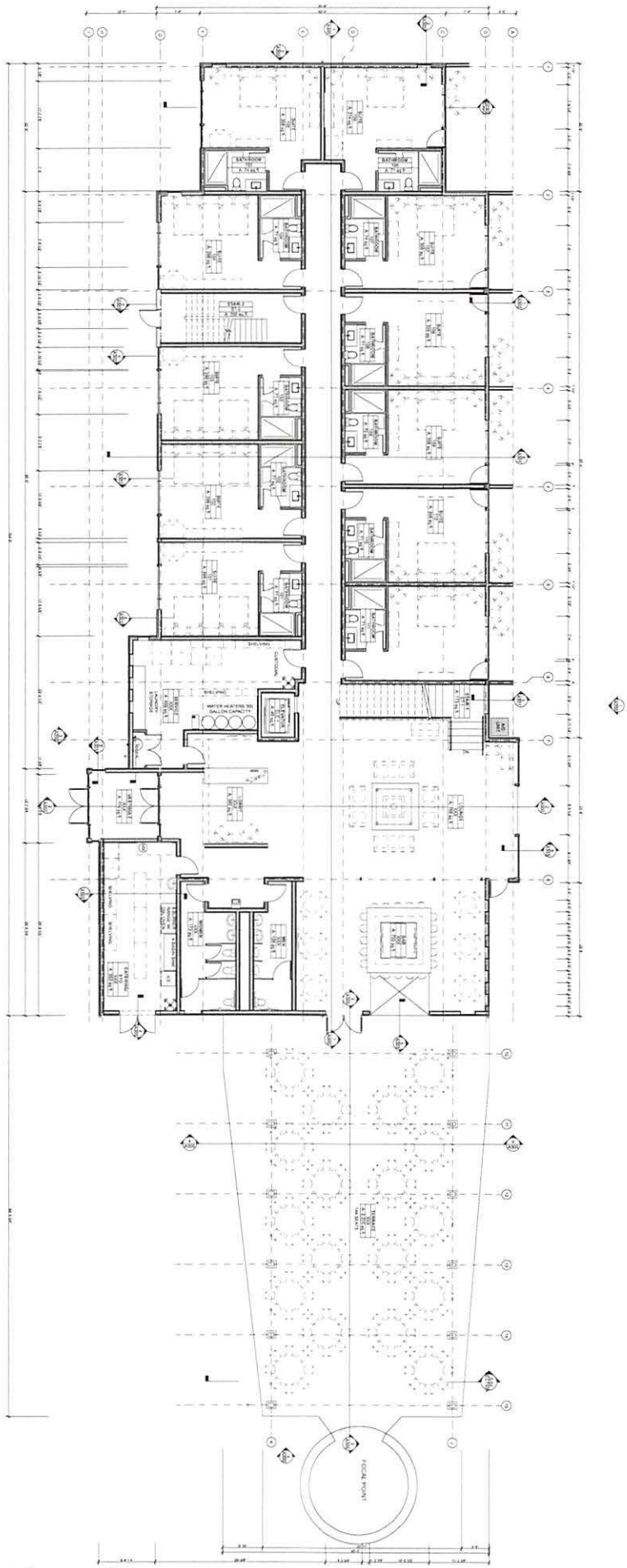
NORTH 15TH STREET SHEBOYGAN, WI 53081

PROJECT # 2107

ARCHITECTURAL SITE PLAN

A001

©2021 GALBRAITH CARNAHAN ARCHITECTS LLC



WATERSHED HOTEL

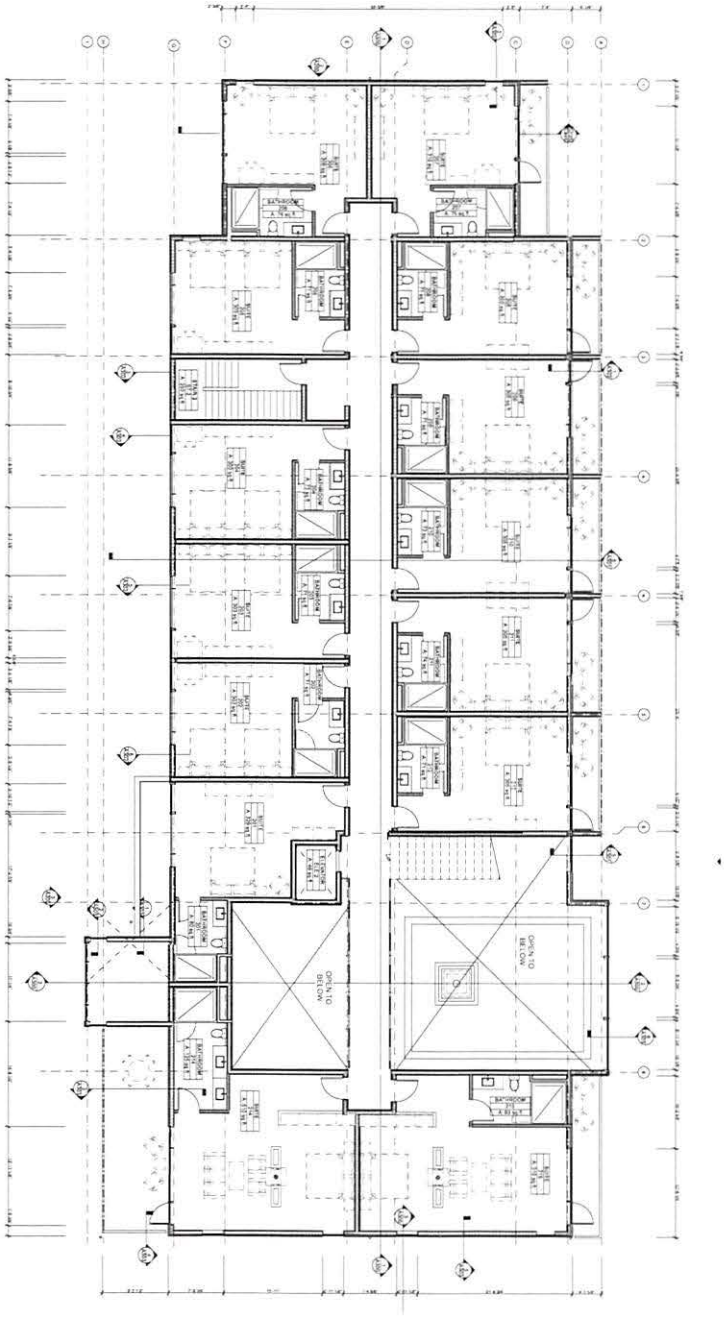
NORTH 15TH STREET SHEBOYGAN, WI 53081

FIRST FLOOR PLAN

A101

GALBRAITH CARNAHAN ARCHITECTS

A102 SECOND FLOOR PLAN



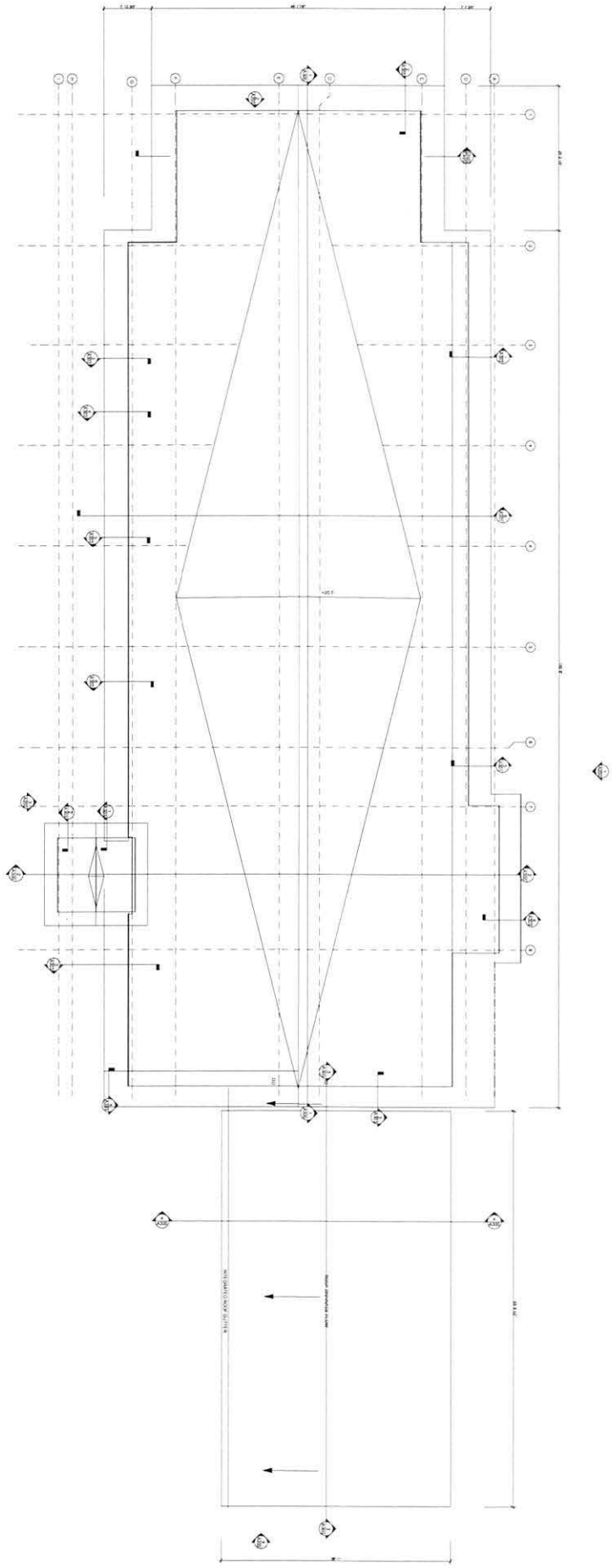
WATERSHED HOTEL

NORTH 15TH STREET SHEBOYGAN, WI 53081

A102

SECOND FLOOR PLAN

GALBRAITH CARNAHAN ARCHITECTS



ROOF PLAN

WATERSHED HOTEL

NORTH 15TH STREET SHEBOYGAN, WI 53081

A103

ROOF PLAN

GALBRAITH CARNAHAN ARCHITECTS

A200

ELEVATIONS

WATERSHED HOTEL

NORTH 15TH STREET SHEBOYGAN, WI 53081

GALBRAITH CARNAHAN ARCHITECTS

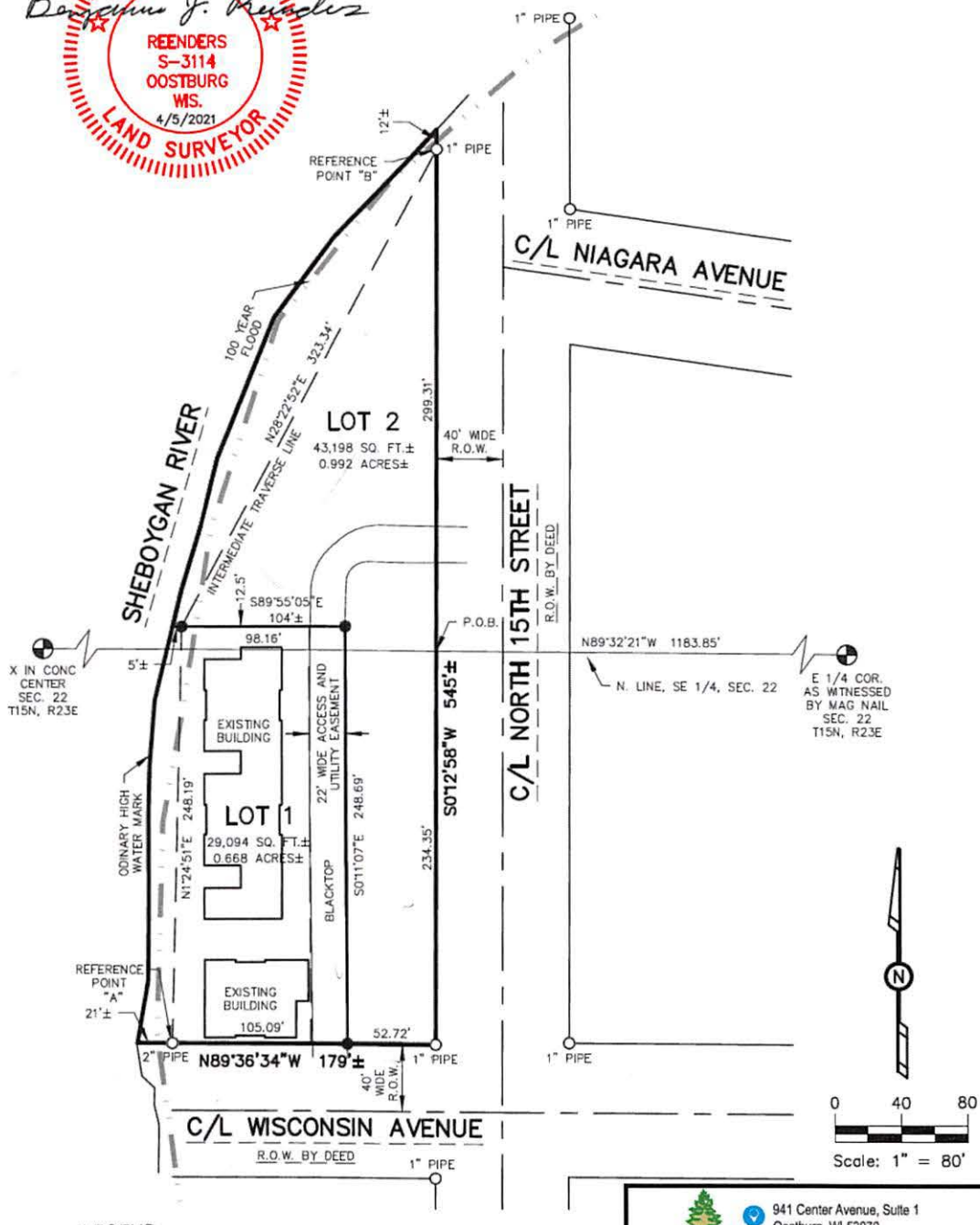
ATTACHMENT C

(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
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

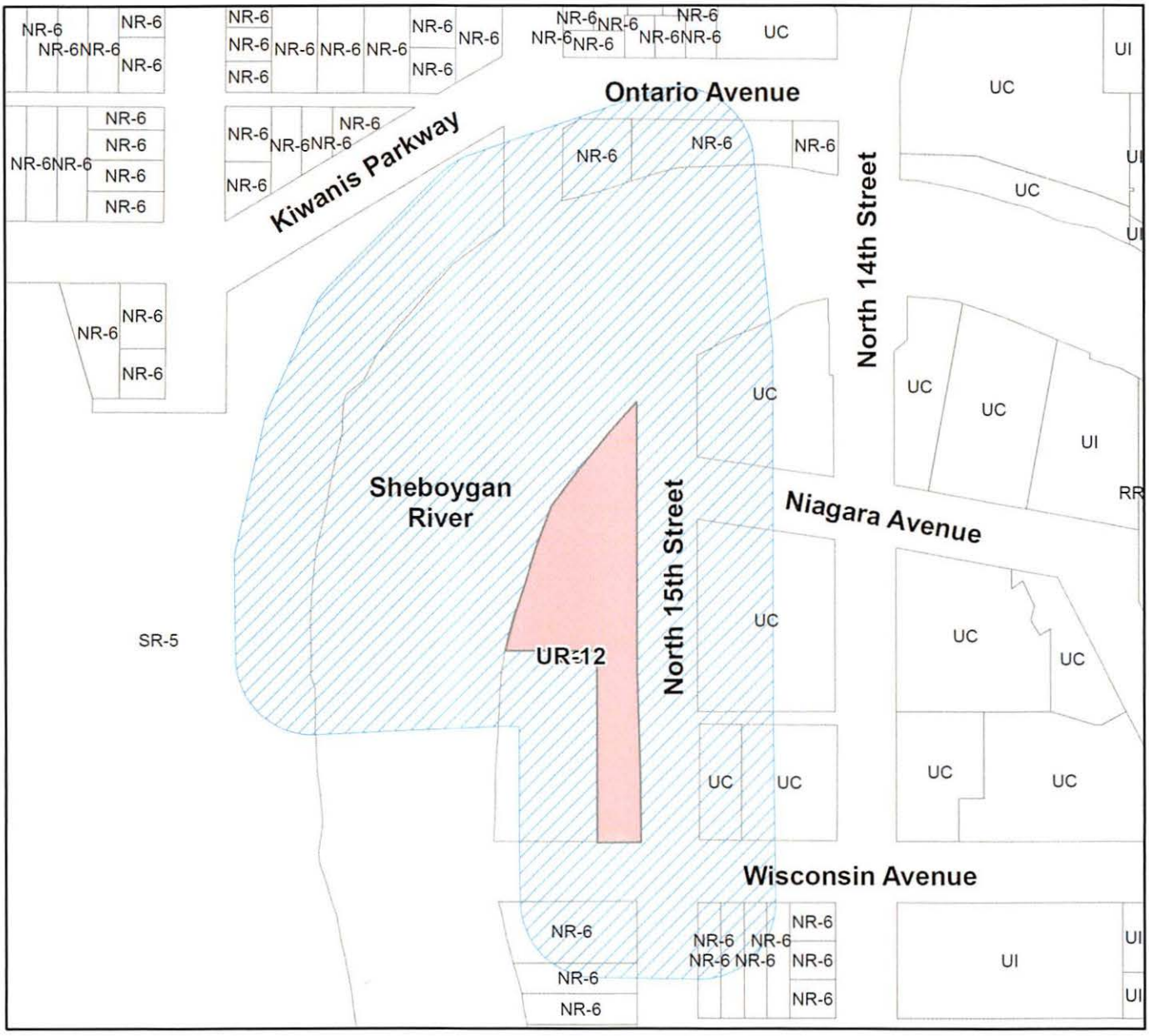
This instrument was drafted by Benjamin J. Reenders.

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 7, 2021.

Submitting a notice of claim from Randy Roth for alleged damages to his skid steer glass door when a stone hit it from a City worker's lawnmower.

FAP

_____
CITY CLERK

DATE RECEIVED MAY 28 2021 RECEIVED BY JW

CLAIM NO. 4-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

1. Name of Claimant: RANDY ROTH R2R RENTAL LLC
2. Home address of Claimant: 6626 PARADISE LANE SHEB. FALLS WI.
3. Home phone number: 920 946-4173
4. Business address and phone number of Claimant: SAME
5. When did damage or injury occur? (date, time of day) 5-19-21 9:00 AM
6. Where did damage or injury occur? (give full description) DOOR OF SKIDSTEER WAS BROKEN FROM A STONE THAT SHATTERED THE GLASS STONE CAME FROM CITY LAWN MOWER
7. How did damage or injury occur? (give full description) STONE SHATTERED GLASS DOOR ON SKIDSTEER
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: STONE CAME FROM CITY WORKERS LAWN MOWER AND SHATTERED SKID STEER DOOR
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:

MAY 28 2021

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" DAMAGE TO SKID STEER GLASS DOOR WAS SHATTERED FROM STONE OF CITY WORKER'S LAWN MOWER

11. Name and address of any other person injured: NONE

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

Auto:	SKID STEER	$ GETTING COST TO GETHER
Property:		$ NONE
Personal injury:		$ NONE
Other: (Specify below		$
	TOTAL	$

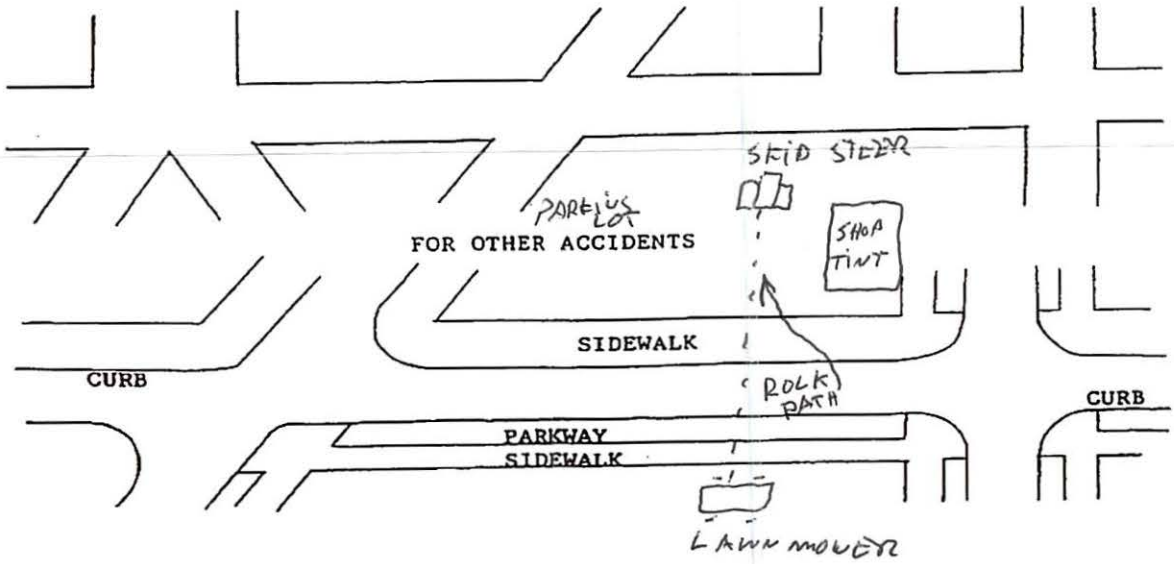
Damaged vehicle (if applicable)

Make: CASE Model: TR 340 Year: 2020 Mileage: 30 HRS,

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 MAY 28 2021 RECEIVED BY NW

CLAIM NO. 4-21

CLAIM

Claimant's Name: _____ Auto $_____

Claimant's Address: _____ Property $_____

_____ Personal Injury $_____

Claimant's Phone No. _____ Other (Specify below) $_____

TOTAL $_____

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 $ UNKNOWN.

SIGNED [signature] DATE: 5-25-21

ADDRESS: 6626 PARADISE LANE SHEB. FALLS WI 53085

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

II

R. O. No. ____ - 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.

FtP

Finance Director

II

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

Submitting a claim from Shari Smith for alleged damages to her vehicle from road debris and/or unsafe conditions on road due to construction on Taylor Drive.

FHP

_____

CITY CLERK

DATE RECEIVED 5-14-2021 RECEIVED BY MKC

CLAIM NO. 2-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 14 2021

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: SHARI SMITH
2. Home address of Claimant: 13 CROSSBRIDGE CT, MADISON, WI 53717
3. Home phone number: 608-320-6513
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 5/3/21 between 5:30-6:00 PM
6. Where did damage or injury occur? (give full description) TAYLOR DRIVE
7. How did damage or injury occur? (give full description) ROAD DEBRIES, AND/OR UNSAFE CONDITION OF ROAD DUE TO CONSTRUCTION CAUSED DAMAGE TO BOTH FRONT AND REAR RIGHT SIDE 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:

   (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: TAYLOR DRIVE CONSTRUCTION AREA CLOSE TO GEELE ST.

   (b) Claimant's statement of basis for such liability: ROAD CONSTRUCTION AND NEGLIGENCE OF ROAD CREW (CITY) CAUSE OF DAMAGE TO 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").

DAMAGE FRONT AND REAR RIMS REQUIRING REPLACEMENT.
NO INJURIES.

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

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

Auto:	$ 1790.43
Property:	$
Personal injury:	$
Other: (Specify below	$ 234.67
CAR RENTAL TOTAL	$ 2025.10

Damaged vehicle (if applicable)

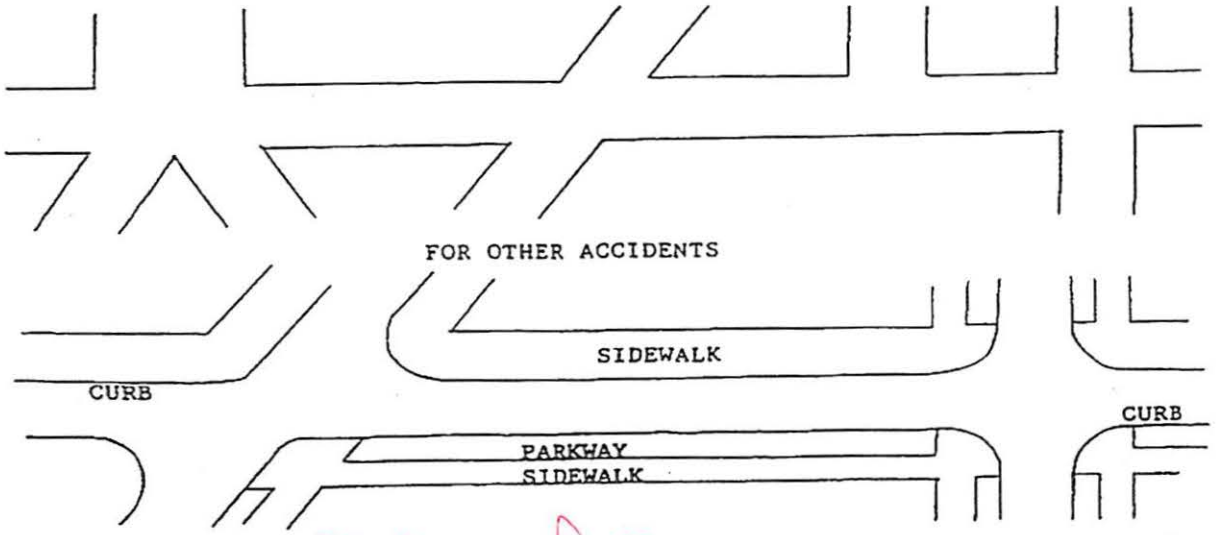
Make: BUICK Model: CASCADA Year: 2016 Mileage: 52,861

Names and addresses of witnesses, doctors and hospitals:

ZAK BRILL HAD EXACT TYPE OF DAMAGE DURING SAME TIMEFRAME. AND STATED 3 VEHICLES WERE PULLED OVER ON GEELE WITH A TOW TRUCK. HIS CONTACT ON HIS CLAIM FORM.

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 Terri L Gillette DATE 5/11/21

DATE RECEIVED 5-14-2021 RECEIVED BY MKC

CLAIM NO. 2-21

CLAIM

Claimant's Name: SHARI SMITH

Claimant's Address: 13 CROSSBRIDGE CT
MADISON WI 53717

Claimant's Phone No. 608-320-6513

Auto	$ 1790.43
Property	$
Personal Injury	$
Other (Specify below) (car rental)	$ 234.67
TOTAL	$ 2025.10

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 $ 2025.10.

SIGNED Shari Smith DATE: 5/11/21

ADDRESS: 13 Crossbridge ct
MADISON WI 53717

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

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: 608-320-6513

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
210497	ZAK BRILL 031	1321	05/07/21	CTCS972763

LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	52,861	/	

SHARY SMITH
13 CROSSBRIDGE CT
MADISON, WI 53717

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
16/BUICK/CASCADA/2DR CONV		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9		

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/04/21

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
		MO: 52863

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....	115.95
TOTAL PARTS....	1581.14
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	93.34
TOTAL INVOICE $	**1790.43**

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

✓ Pd 500. CC Deduct

✓ Ins Check 437.39

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)

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC

3400 S. Business Dr.
Sheboygan, WI 53081

Genuine GM | Parts

Certified Service

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

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
210497	ZAK BRILL	031 1321	05/07/21	CTCS972763

LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	52,861	/	

SHARY SMITH
13 CROSSBRIDGE CT
MADISON, WI 53717

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
16/BUICK/CASCADA/2DR CONV		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9		

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/04/21

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
		MO: 52863

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

LABOR----------

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

REPLACE BENT AND DAMAGED PASSENGER FRONT AND REAR RIMS
GEICO INSURANCE 0110296910101151-01
CUSTOMER TO PAY $500.00 DEDUCTIBLE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
	2	6666	VALVE STE	3.00	3.00	6.00
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
					TOTAL - PARTS	1581.14

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

LABOR	36.00
PARTS	1581.14
JOB# 1 JOURNAL PREFIX CTCS JOB# 1 TOTAL	1617.14

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 CTCS JOB# 2 TOTAL	0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3+05CVZ02 4 WHEEL ALIGNMENT TECH(S):979 79.95

Added Operation (ZAKB @ 05/05/2021 11:07)
PERFORM 4 WHEEL ALIGNMENT / ADDITIONAL CHARGES FOR SHIMS
AND FOR REMOVING KNOCK OUTS
4 Wheel Alignment All

JOB# 3 TOTALS----------

LABOR	79.95
JOB# 3 JOURNAL PREFIX CTCS JOB# 3 TOTAL	79.95

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $1790.43 (+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)

Gas $8.51 5/7/21

RENTAL AGREEMENT NUMBER 653577536
Customer Name : SMITH,SHARI
Drivers Lic Number : USWIXXXXXXXXX9307
Methods of Payment : MASTER XX7666

RESERVATION NUMBER 03029222-US-0
Avis Car Number : 9 5 6 4 5 1 8 5
Plate Number : TX NHT2526
Veh Description : BLK CHEVY MALIBU
Odometer Out : 5100 MIs
Fuel Gauge Reading: Full

Only 5/8 when pickup

Pickup Date/Time : MAY 04,2021@01:51 PM
Pickup Location : 3035 SOUTH BUSINESS DRIVE
SHEBOYGAN,WI,53081,US

Return Date/Time : MAY 07,2021@01:00 PM
Return Location : 3035 SOUTH BUSINESS DRIVE
SHEBOYGAN,WI,53081,US

Additional Fees May Apply If Changes Are Made To Your Return Date, Time And/Or Location.

YOUR ESTIMATED VEHICLE CHARGES

MIN 1 DAY.IF NOT MET DLY RT=	72.99MAX	DAY	
RATE CHART	TIME AND MILEAGE		
HRLY : 57.00			
AD DY: 72.99			
PER : 218.97	PR@ 218.97=		218.97
MIs : Unlimited			
Less 5.00% Discount		=	10.95
Your Estimated Time & Mileage:			208.02
VEH LICENSE RECOUP .85 /DY		+	2.55
ENERGY RECOVERY FEE .60 /DY		+	1.80
Estimated Subtotal Charges:			212.37
Sales Tax 10.500%		+	22.30
repay:Voucher 234.67		-	234.67
YOUR ESTIMATED TOTAL CHARGES X		:	0.00

YOUR OPTIONAL PRODUCTS/SERVICES

Loss Damage Waiver	29.99/Day	Declined
Personal Accident Insurance	7.00/Day	Declined
Personal Effects Protection	2.95/Day	Declined
Additional Liability Insurance	16.25/Day	Declined

By my initials I accept or decline optional services/products as shown above. X

Please return the vehicle with the same fuel level as you received it. Please provide a receipt for fuel purchased. If you do not, additional fuel fees may apply.000-074

MIs equals a 15.99 flat rate fee. 075 MIs and above equals .3444 per MI or 9.990 per Gal . X

I understand that important information on cashless toll roads and e-Toll services can be found at avis.com/etoll X

Gas $8.51 5/7/21

---------NOTICES----------AVIS----------NOTICES

I AGREE TO: BE CONTACTED ABOUT THE RENTAL BY CALLS OR TEXTS AT THE PHONE NUMBER(S) PROVIDED; AVIS'S COLLECTION AND USE OF VEHICLE DATA (INCLUDING DIAGNOSTIC, LOCATION, DAMAGE, PERFORMANCE & OPERATIONAL DATA LIKE MILEAGE, FUEL, CONDITION & OTHER DATA RELATED TO THE VEHICLE & ITS USE) PER OUR PRIVACY NOTICE AT WWW.AVIS.COM/privacy; AND MANUFACTURERS' COLLECTION AND USE OF DATA FROM THE RENTAL VEHICLE PER THEIR PRIVACY NOTICE.

I acknowledge having received all notices including the notice regarding damage waiver and my responsibility contained in the rental jacket. The Loss Damage Waiver is optional. An added daily cost of 29.99 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your own car insurance.

I agree the charges listed above are estimates. I agree to all terms herein and in the separate Rental Terms and Conditions document ("RTC"), including the arbitration/class action waiver provision. I understand the RTC will be provided to me prior to leaving the counter, but I can also request a copy to review at any time as well as review it at WWW.AVIS.COM/TERMSC . No additional drivers allowed without prior written consent. Tickets, fines and admin fees to be charged to this rental.

X

If you have questions regarding this rental, call us at 920-457-5102 This vehicle was rented to you by JENNI .

II

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

Submitting a Notice of Claim from the Law Office of Daniel J. Raymonds regarding alleged injuries their client (Mao Yang) suffered when struck by debris from a City of Sheboygan snow plow.

FAP

_____

CITY CLERK

MKC
#3-21

MAY 21 '21 AM11:13

LAW OFFICE OF DANIEL J. RAYMONDS
8112 WEST BLUEMOUND ROAD-SUITE #200
WAUWATOSA, WISCONSIN 53213
PHONE: (262) 814-9000
FAX: (262) 814-9009
E-MAIL: DJRLAW@DJRLAW.NET

NOTICE OF CLAIM

TO: CITY OF SHEBOYGAN
CLERKS OFFICE
828 CENTER AVENUE
ROOM #103
SHEBOYGAN, WI 53081

HAND DELIVERED

RE: CLAIMANT: MAO YANG
ADDRESS: N6728 HIGHWAY 57
BELGIUM, WI 53004

Dear Clerk:

Set forth herein is a Notice of Claim against the City of Sheboygan, Wisconsin. Please file same and proceed per Wisconsin Statutes.

INTRODUCTION

This Notice of Claim is hereby filed against the City of Sheboygan, Wisconsin and its employees, agents, officers, officials and/or independent contractors as required by Wisconsin Statute Section 893.80. Based on limited information to date, the claimant sustain injuries on or about January 24, 2021 in the morning hours by parties that were acting on behalf and/or at the request of the City of Sheboygan, Wisconsin.

That the claimant sustain injuries, pain, suffering and medical expense as a direct result from the actions of the City of Sheboygan, Wisconsin, its employees, agents, officers, officials and/or independent contractors. The claimant specifically requests the following amounts as damages in this matter:

Medical Expense in the sum of $2,399.00-Bills to be provided at a later date
Pain and suffering in the sum of $3,000.00

CIRCUMSTANCES OF THE CLAIM

1. That on or about January 24, 2021, in the morning hours, the claimant was struck in the head and other parts of her body by flying snow, ice and debris as a direct result of the City of Sheboygan, Wisconsin plow truck that was clearing snow/ice from the municipal street with a location on or near 2101 N 10th, Sheboygan, Wisconsin 53081
2. That the plow truck operator sent snow, ice and debris into the air and caused said snow, ice and debris to fly over the snow bank adjacent to the municipal street and land upon the municipal walkway and private lands where claimant was located on and was struck thereby.
3. That the operator of the plow truck and the speed of the plow truck at the time of the incident was imprudent, too fast for conditions and was otherwise negligent in the operation of same.
4. That the City of Sheboygan, its employees, agents, officers, officials and/or independent contractors were indifferent to the health, welfare, and safety of the claimant at the time of the incident, and that proper supervision and training in the operation of the plow truck was lacking and/or omitted.
5. That a police report was made and filed in this matter regarding the events as set forth herein and that pictures of the flying snow, ice and debris that came from the municipal street and onto the municipal walk and private lands is on file with the Sheboygan police Department per said police report.

Dated at Wauwatosa, Wisconsin this 20th day of May, 2021

Sincerely

Attorney Daniel J Raymonds
State Bar #1014748

Claimant approval: Mao Yang
Mao Yang

III

Res. No. _____ - 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. 10115100-52150) 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.

FAP (2/3 vote)

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:

III

Res. No. _____ - 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=7votes)

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.

<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 ___ 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 malling 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

Michael J. Vandersteen
Mayor

ATTEST: Meredith DeBruin

Meredith DeBruin
City Clerk

III

Res. No. _____ - 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.

FHP

_____

_____

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

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.

- 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.

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:

- 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: _____ Date: 5/28/2021

Brian Lennie, Senior Scientist/Associate
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 300
Mequon, WI 53092

Client: _____ Date: _____

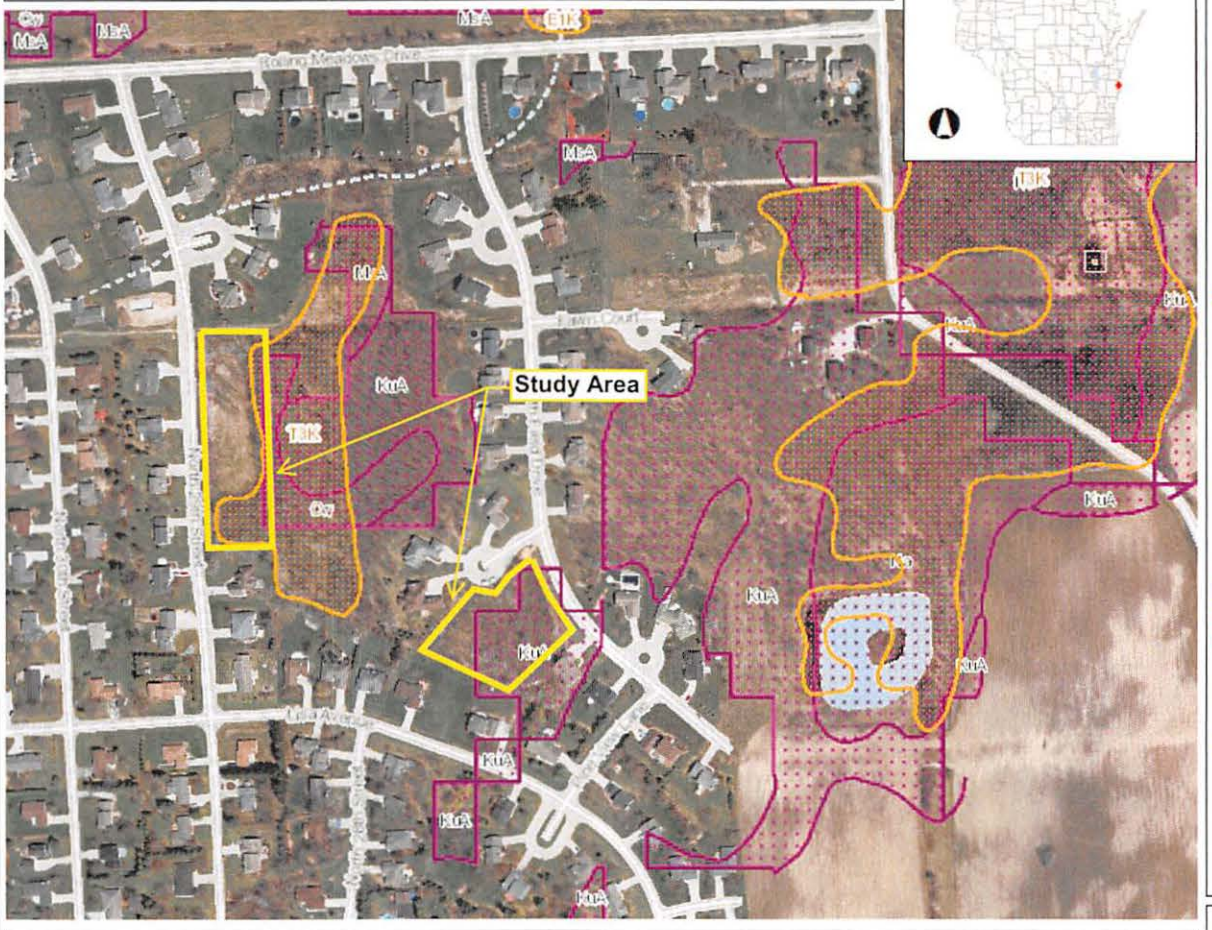
Client Name (Printed): _____

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.

III

Res. No. ____ - 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.

FAP

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

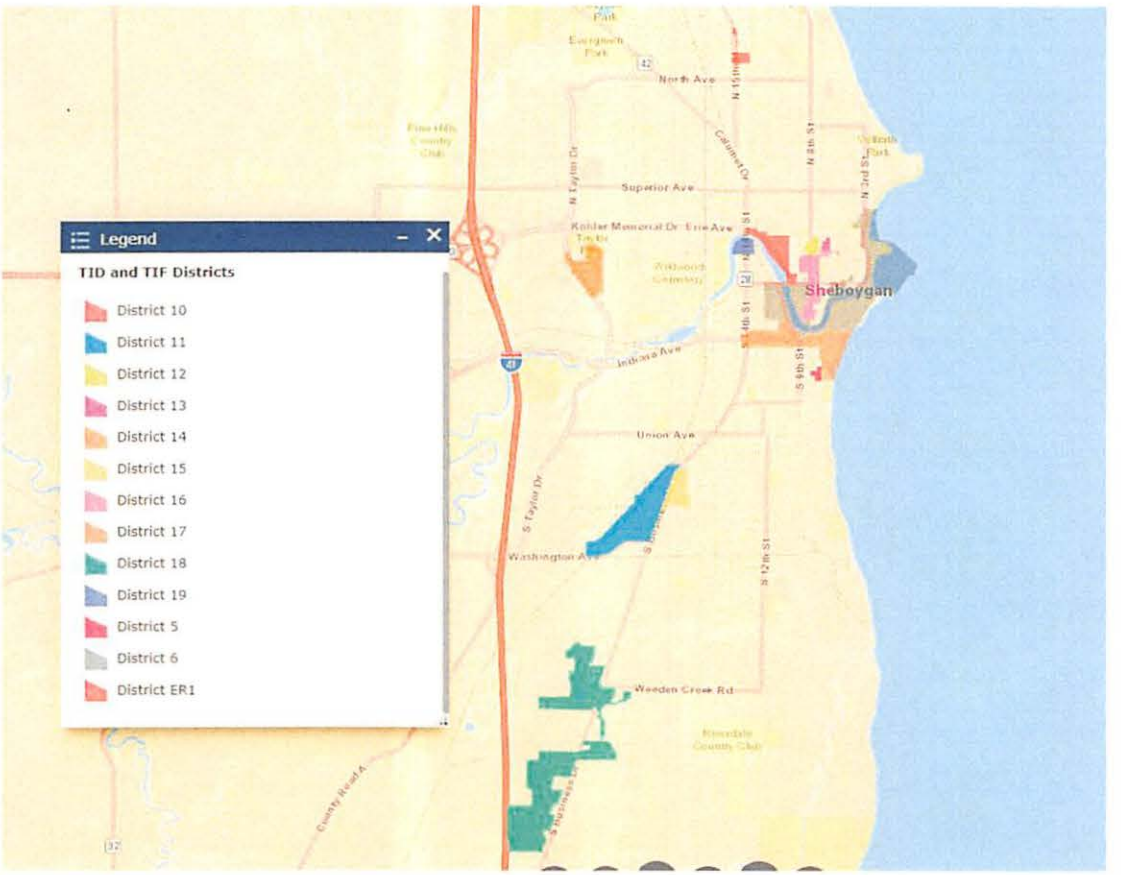
City of Sheboygan, Wisconsin

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.**

III

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

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

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

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

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

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

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

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

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

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

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

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

PW

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

_____

_____

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

WONDRA CONSTRUCTION, INC.

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

May 13, 2021

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

Proposal for Butzen Sports Complex, Wet Pond Grading & Pipe

Dear Tim,

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

Wet Pond Grading & Pipe Work

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

Removals from Sports Complex Grading Contract

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

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

Sincerely,

Matt Cameron

ABC Associated Builders and Contractors, Inc. Wisconsin Chapter

AWEA American Wind Energy Association

AQC Associated Builders and Contractors, Inc.

III

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

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

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

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

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

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

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

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

PW

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

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

2.02 City of Sheboygan Resolution: {Resolution Number}

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

ARTICLE 3 – ENGINEER

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

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

4.03 *Milestones*

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

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

4.04 *Liquidated Damages*

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

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

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

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

D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Bonds:
   a. Performance.
   b. Payment bond.
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid consisting of 1 page.
6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed,
   b. Work Change Directives,
   c. Change Orders,
   d. Field Order,
   e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

8.03 *Standard General Conditions*

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

(Continued on next page)

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

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

OWNER:
City of Sheboygan

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

Date: _____

Attest:

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

Date: _____

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

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

CONTRACTOR:
{Contractor}_____

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

Date: _____

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

Address for giving notices:

_____

_____

_____

Approved as to form and Execution:

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

Date: _____

Union Avenue Reconstruction
Georgia Avenue to S. 26th Street

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

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

BID NUMBER: 2456-21

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

UNION AVENUE RECONSTRUCTION
GEORGIA AVE - S 26TH ST

MAY 2021

PROJECT LOCATION



NOT TO SCALE

INDEX OF SHEETS

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

Date
Drawn By
Revision Number
Revision Description

UNION AVENUE RECONSTRUCTION
GEORGIA AVE - S 26TH ST

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	5/1/2021
Bid No.	2456-21
Project Date	MAY 2021
Sheet No.	
Drawing No.	000CV

PLOTTED BY: Moyer, Tim

FILE NAME: P:\ENGINEERING\STREETS\UNION AVENUE\GEORGIA TO S 26TH ST\PRODUCTION\PLAN SHEETS\000CV.DWG
LAYOUT NAME: 000CV

2456-21 Union Avenue Reconstruction (Georgia Avenue to S. 26th Street) (#7831743)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
06/01/2021 02:00 PM CDT

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

III

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

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

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

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

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

RW

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

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

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

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

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

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

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

0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant | Last Updated: 6/2/2021 | Reporting For: **2020**

3. Flow Meter

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

● Yes — Enter last calibration date (MM/DD/YYYY): 2020-08-18

○ No

If No, please explain:

N.A.

4. Sewer Use Ordinance

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

● Yes

○ No

If No, please explain:

N.A.

4.2 Was it necessary to enforce the ordinance?

○ Yes

● No

If Yes, please explain:

N.A.

5. Septage Receiving

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

Septic Tanks	Holding Tanks	Grease Traps
● Yes	● Yes	○ Yes
○ No	○ No	● No

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

Septic Tanks

● Yes — 525328 gallons

○ No

Holding Tanks

● Yes — 2945628 gallons

○ No

Grease Traps

○ Yes — 0 gallons

● No

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

There were no plant performance issues as a result of receiving these wastes.

6. Pretreatment

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

○ Yes

● No

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

N.A.

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

- (●) Yes
- ( ) No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

We received food processing wastes primarily from dairy processing facilities.

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	1	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	1	1	0	0
September	25	22.5	2	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	4	1	0	0
December	25	22.5	3	1	0	0
* Equals limit if limit is <= 10						
Months of discharge/yr				12		
Points per each exceedance with 12 months of discharge					7	3
Exceedances					0	0
Points					0	0
Total number of points						**0**

0

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

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

N.A.

2. Flow Meter Calibration

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

- ● Yes — Enter last calibration date (MM/DD/YYYY): 2020-08-18
- ○ No

If No, please explain:

N.A.

3. Treatment Problems

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

No significant issues which affected treatment.

4. Other Monitoring and Limits

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

- ○ Yes
- ● No

If Yes, please explain:

N.A.

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- ○ Yes
- ● No

If Yes, please explain:

N.A.

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- ○ Yes
- ○ No
- ● N/A

Please explain unless not applicable:

N.A.

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	6	1	0	0
March	30	27	5	1	0	0
April	30	27	5	1	0	0
May	30	27	5	1	0	0
June	30	27	3	1	0	0
July	30	27	3	1	0	0
August	30	27	3	1	0	0
September	30	27	3	1	0	0
October	30	27	3	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					**7**	**3**
Exceedances					0	0
Points					0	0
Total Number of Points						**0**

0

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

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

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

N.A.

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

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

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

0

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

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

N.A.

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

Biosolids Quality and Management

1. Biosolids Use/Disposal

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

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

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

1.1.1 If you checked Other, please describe:

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

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

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

Outfall No. 004 - EQ Dried Sludge - Dryer

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

Outfall No. 002 - LIQUID ANAEROBIC SLUDGE

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

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

Exceedence Points

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

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

- ○ Yes

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

4. Pathogen Control (per outfall):

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

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

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

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

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

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

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

- o Yes (40 Points)

- No

If yes, what action was taken?

N.A.

0

5. Vector Attraction Reduction (per outfall):

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

Outfall Number:	**004**
Method Date:	01/02/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95.60

Outfall Number:	**004**
Method Date:	03/02/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.20

Outfall Number:	**004**
Method Date:	05/11/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.40

Outfall Number:	**004**
Method Date:	08/03/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.20

Outfall Number:	**004**
Method Date:	09/28/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.50

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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

Outfall Number:	**004**
Method Date:	11/02/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	94.80

0

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

- ○ Yes (40 Points)
- ● No

If yes, what action was taken?

N.A.

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- ● >= 180 days (0 Points)
- ○ 150 - 179 days (10 Points)
- ○ 120 - 149 days (20 Points)
- ○ 90 - 119 days (30 Points)
- ○ < 90 days (40 Points)
- ○ N/A (0 Points)

0

6.2 If you checked N/A above, explain why.

N.A.

7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

No issues were encountered in 2020.

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant | Last Updated: 6/2/2021 | Reporting For: **2020**

Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- ● Yes
- ○ No

If No, please explain:

N.A.

Could use more help/staff for:

N.A.

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- ● Yes
- ○ No

If No, please explain:

N.A.

2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- ● Yes (Continue with question 2) ☐☐
- ○ No (40 points)☐☐

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- ● Yes
- ○ No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- ● Yes
  - ○ Paper file system
  - ○ Computer system
  - ● Both paper and computer system
- ○ No (10 points)

0

3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

- ● Yes
- ○ No

4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- ○ Excellent
- ● Very good
- ○ Good
- ○ Fair
- ○ Poor

Describe your rating:

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

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

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

Operator Certification and Education

1. Operator-In-Charge

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

- ● Yes (0 points)
- ○ No (20 points)

Name: Steve Jossart

Certification No: 12990

0

2. Certification Requirements

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

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

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

- ● Yes (0 points)
- ○ No (20 points)

0

3. Succession Planning

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

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

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

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: o Averaging 6 or more CECs per year. o Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. o Averaging less than 8 CECs per year.	

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

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Financial Management

1. Provider of Financial Information

Name: Kaitlyn Kreuger

Telephone: (920) 459-3334 (XXX) XXX-XXXX

E-Mail Address (optional):

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain: N.A.

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2020

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2020

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 6,125,100.61
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	$ 4,259,760.49
3.2.3 Adjusted January 1st Beginning Balance		$ 1,865,340.12
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 0.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 1,865,340.12

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

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

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

0

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

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

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

- ● Yes
- ○ No

If No, please explain.

N.A.

4. Future Planning

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

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

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

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

5. Financial Management General Comments

N.A.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 5

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

6.1.2 Comments:

N.A.

6.2 Energy Related Processes and Equipment

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

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

☐ Other:

6.2.2 Comments:

N.A.

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

o No

● Yes

Year: 2005

By Whom: Focus on Energy

Describe and Comment:

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

6.4 Future Energy Related Equipment

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

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

7. Treatment Facility

7.1 Energy Usage

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

TREATMENT PLANT: Total Power Consumed/Month

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

7.1.2 Comments:

N.A.

7.2 Energy Related Processes and Equipment

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

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

Process water system pumping.

7.2.2 Comments:

N.A.

7.3 Future Energy Related Equipment

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

Installation of new blower and LED lighting.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

- ○ No
- ● Yes

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

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

9. Energy Efficiency Study

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

- ○ No

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- ● Yes
  - ☒ Entire facility
    - Year: 2005
    - By Whom: Focus on Energy
    - Describe and Comment: We are presently working with Focus on Energy and The Department of Energy Better Plants Program to identify projects and improvements.
  - ☐ Part of the facility
    - Year:
    - By Whom:
    - Describe and Comment:

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

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Sanitary Sewer Collection Systems

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

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

- ● Yes
- ○ No

If No, explain:

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

- ● Yes
- ○ No (30 points)
- ○ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

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

Did you accomplish them?

- ○ Yes
- ● No

If No, explain:

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

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

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

☒ Legal Authority [NR 210.23 (4) (c)]

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

City of Sheboygan Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-05-12

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

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

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

- ☒ Equipment and replacement part inventories

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☒ Up-to-date sewer system map
☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
☒ A description of routine operation and maintenance activities (see question 2 below)
☒ Capacity assessment program
☒ Basement back assessment and correction
☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
☒ Construction, Inspection, and Testing
☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures
☒ Response order, timing and clean-up
☒ Public notification protocols
☒ Training
☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☒ Special Studies Last Year (check only those that apply):

☐ Infiltration/Inflow (I/I) Analysis
☐ Sewer System Evaluation Survey (SSES)
☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
☐ Lift Station Evaluation Report
☒ Others:

Inspected and assessed capacity of the lake shore interceptor sewer and the Kentucky Ave. Lift Station.

0

2. Operation and Maintenance

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

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

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Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained

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

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

3. Performance Indicators

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

43.45	Total actual amount of precipitation last year in inches
32	Annual average precipitation (for your location)
201.1	Miles of sanitary sewer
5	Number of lift stations
0	Number of lift station failures
1	Number of sewer pipe failures
23	Number of basement backup occurrences
46	Number of complaints
12.51	Average daily flow in MGD (if available)
18.31	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

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

4. Overflows

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

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

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

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

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

5. Infiltration / Inflow (I/I)

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

- ● Yes
- ○ No

If Yes, please describe:

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

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

- ● Yes
- ○ No

If Yes, please describe:

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

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

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

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

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

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

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Reporting For: **2020**

Grading Summary

WPDES No: 0025411

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

Notes:

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

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Resolution or Owner's Statement

Name of Governing Body or Owner: City of Sheboygan

Date of Resolution or Action Taken:

Resolution Number:

Date of Submittal:

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

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

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

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. June 7, 2021.

Your Committee to whom was referred Res. No. 10-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget adjustment and appropriation in the 2021 budget regarding the MyCivic Citizen Engagement Software System; 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

4.4

Res. No. 10 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
May 17, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget regarding the MyCivic Citizen Engagement Software System.

WHEREAS, when the 2021 Budget was approved, the purchase of a new Citizen Engagement Software System had not been finalized; and

WHEREAS, as a result, when the 2021 Budget was constructed the full cost associated with the purchase and implementation of the new Citizen Engagement Software System was estimated to be $9,000; and

WHEREAS, this $9,000 was included in Account No. 101110100-521900 (General Fund - Council - Contracted Services); and

WHEREAS, the full cost of the MyCivic Citizen Engagement Software System is $16,400; and

WHEREAS, it is in the best interest of the City to fund the $7,400 difference between the originally budgeted amount and the actual cost from the General Fund's Contingency Reserve; and

WHEREAS, for tracking purposes, it is appropriate to pay for the full cost of the MyCivic Citizen Engagement Software out of Account No. 70017100-642250 (IT Fund - IT Department - Software), which requires certain adjustments to the budget to be made.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the budgeted appropriation for IT Fund - IT Department - Software (Account No. 70017100-642250) by $16,400.

F+P
2/3

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Council - Contracted Services (Account No. 101110100-521900) (in the amount of $9,000) and from the General Fund - Contingency Reserve (Account No. 10199021-810103) (in the amount of $7,400).

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

IX

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 7, 2021.

Your Committee to whom was referred Gen. Ord. No. 3-21-22 by Alderpersons Felde, Ackley, and Dekker amending the Municipal Code so as to temporarily reduce fees for sidewalk cafes; 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

6.1

Gen. Ord. No. 3 - 21 - 22. By Alderpersons Felde, Ackley, and Dekker.
May 17, 2021.

AN ORDINANCE amending the Municipal Code so as to temporarily reduce fees for sidewalk cafés.

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

Section 1. Sec. 110-502 of the Municipal Code entitled "Sidewalk café permit" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 110-502. - Sidewalk café permit.

(a) *Annual license*. The fee for an annual sidewalk cafe permit shall be the greater of $50.00 or $1.00 per square foot. 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.

. . ."

Section 2. Sec. 110-502 of the Municipal Code entitled "Sidewalk café permit" is hereby amended so as to repeal subsections (c)(9) and (c)(10) thereof.

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

AHB

Barbara Felde
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

Gen. Ord. No. ____ - 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.

_____

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____.

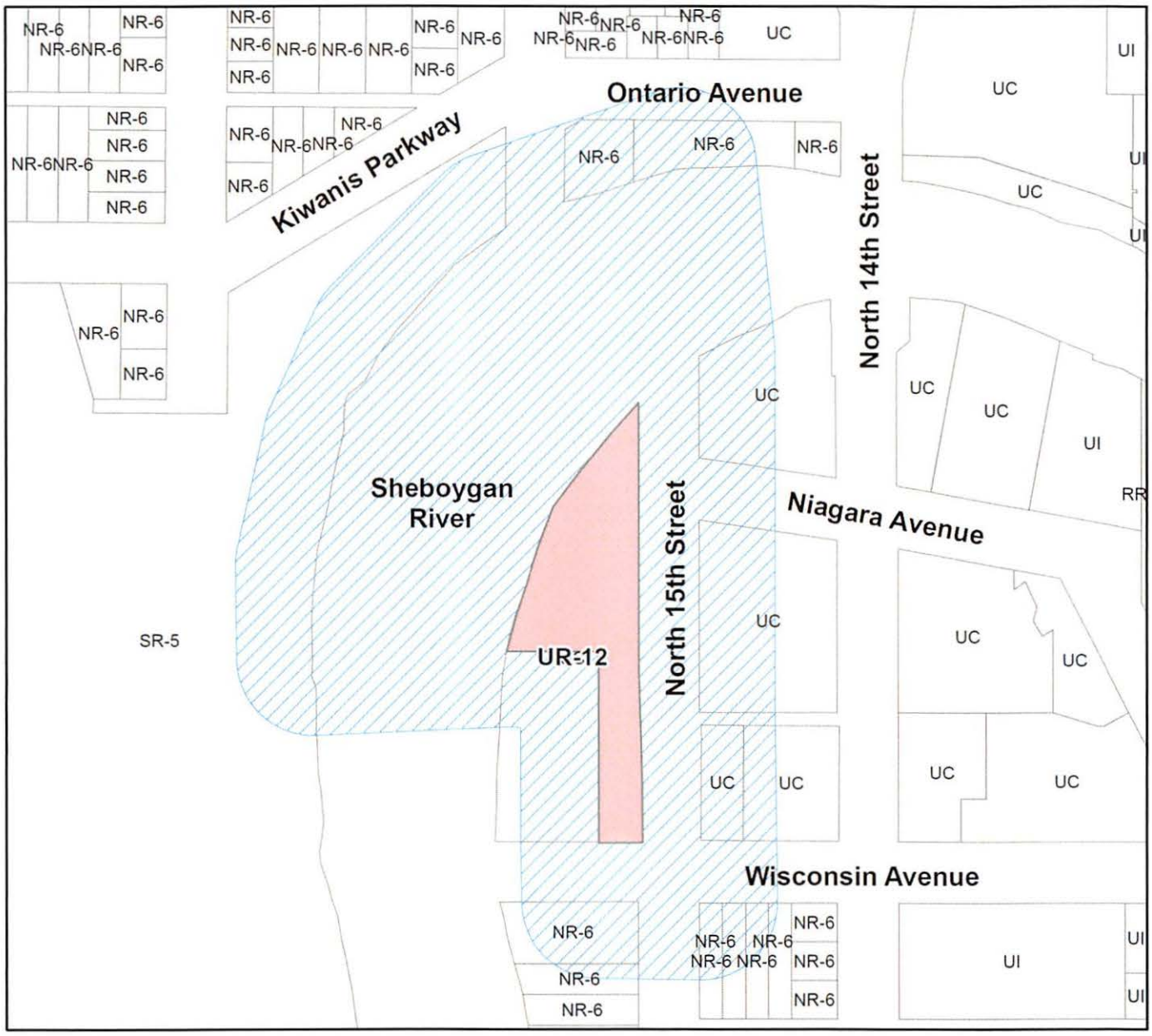
Dated _____ 20____. _____, City Clerk

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.



X

Gen. Ord. No. _____ - 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

UHPS

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.

_____

_____

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

Gen. Ord. No. _____ - 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:

(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.

_____

_____

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

Gen. Ord. No. _____ - 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:

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(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.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

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

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

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

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

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

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

PW

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

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

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

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

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

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

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

PW

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 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

RHS

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
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