

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

Hearing No.        - 20 - 21. March 15, 2021.

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

Property located on the Northwest corner of South 10<sup>th</sup> Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800):

Section 26, Township 15 North, Range 23 East.  
Original Plat N 1/2 of W 45' of Lot 4 Blk 243.

All interested persons will now be heard.

CITY OF SHEBOYGAN  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

March 5, 2021

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan's Official Zoning Map at 6:00 P.M., March 15, 2021, in the Council Chambers of City Hall. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located on the Northwest corner of South 10<sup>th</sup> Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800):

Section 26, Township 15 North, Range 23 East.  
Original Plat N 1/2 of W 45' of Lot 4 Blk 243.

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

Sincerely,

MEREDITH DEBRUIN, City Clerk



Publish - February 26 and March 5, 2021.  
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., March 15, 2021, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

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MEREDITH DEBRUIN  
City Clerk

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

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SHEBOYGAN, WI 53081

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

UNION PACIFIC RR COMPANY  
OMAHA, NE 68179

CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

WAVELAND HOLDINGS LLC  
PO BOX 685  
SHEBOYGAN, WI 53082

DENBOER, JACOB  
5111 S 8TH ST  
SHEBOYGAN, WI 53081

BADGER STATE LOFTS LP  
9333 N MERIDIAN ST STE 230  
INDIANAPOLIS, IN 46260

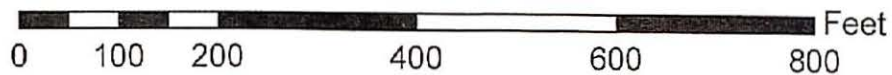
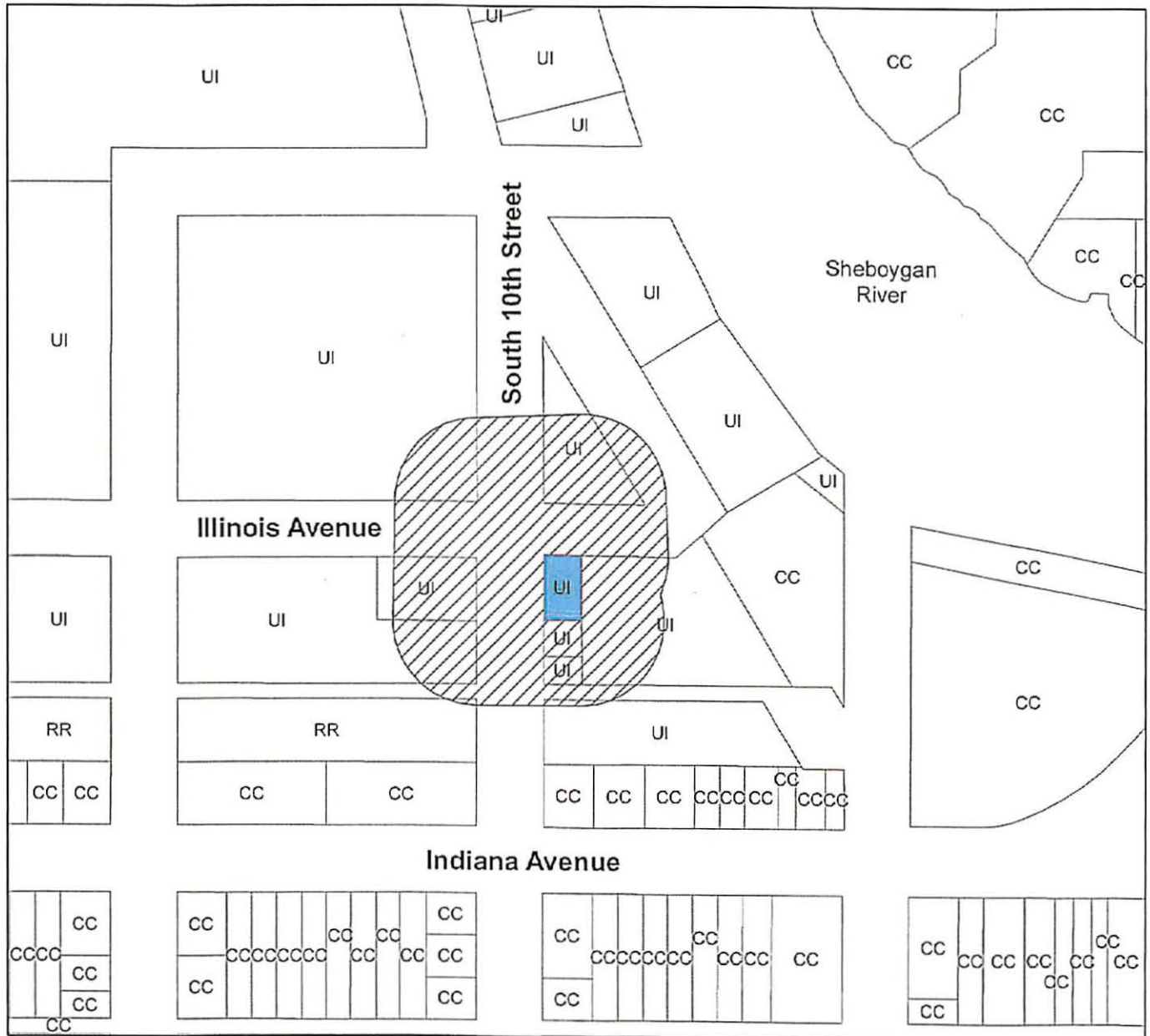
REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

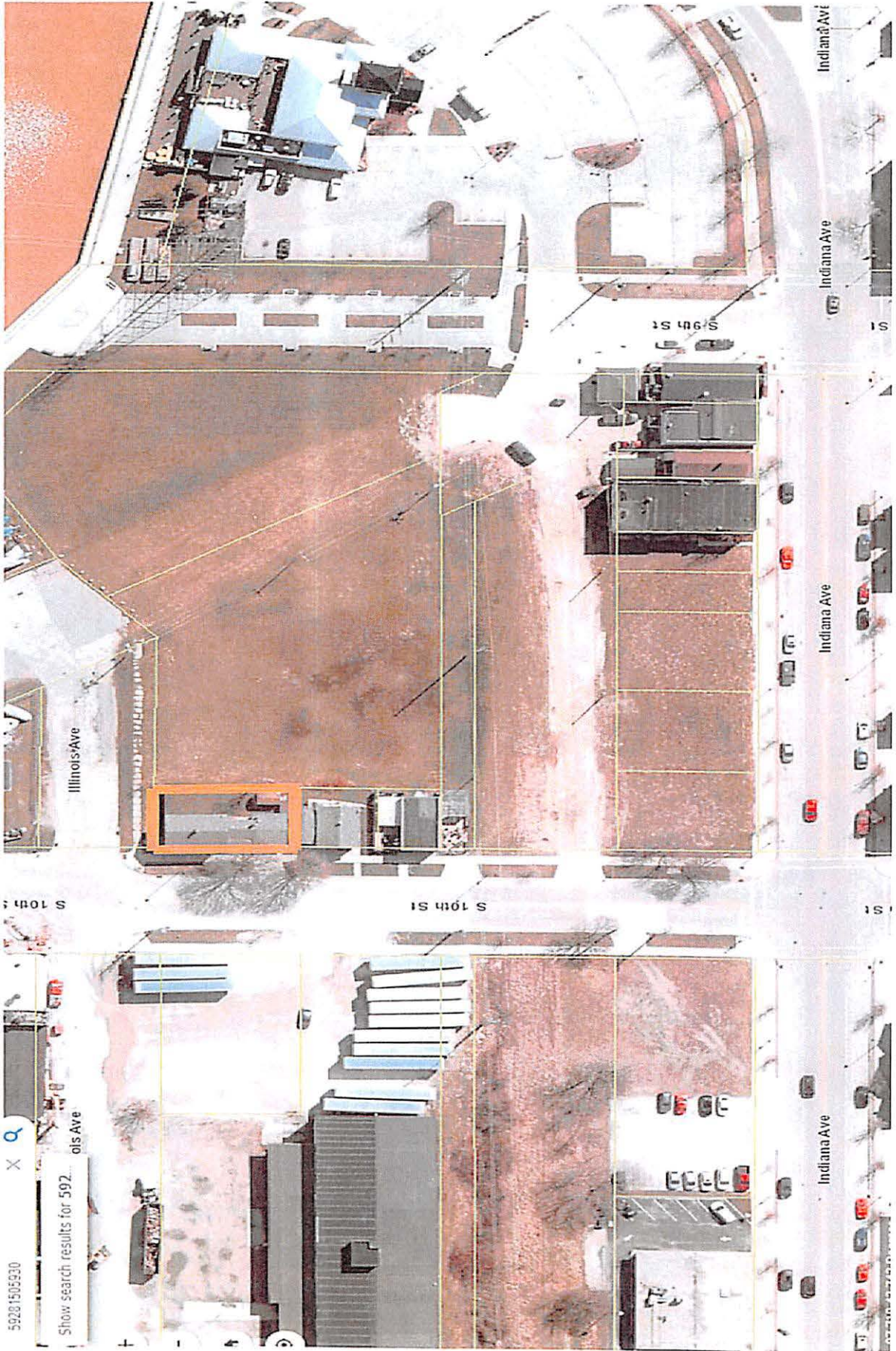
CITY OF SHEBOYGAN  
807 CENTER AVE  
SHEBOYGAN, WI 53081

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 1/2 OF W 45' OF LOT 4 BLK 243





59281505930

Show search results for 592...ols Ave



S 10th St

S 10th St

S 9th St

Indiana Ave

Indiana Ave

Indiana Ave

Indiana Ave



Hearing No. \_\_\_\_\_ - 20 - 21. March 15, 2021.

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

Property located off of South 10<sup>th</sup> Street (Formerly 1011 South 10th Street - Parcel #59281505810):

Section 26, Township 15 North, Range 23 East.  
Original Plat N 42' of S 1/2 of W 45' of Lot 4 Block 243.

All interested persons will now be heard.

Publish - February 26 and March 5, 2021.  
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

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MEREDITH DEBRUIN  
City Clerk

CITY OF SHEBOYGAN  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

March 5, 2021

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

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MEREDITH DEBRUIN, City Clerk

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SHEBOYGAN, WI 53081

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UNION PACIFIC RR COMPANY  
OMAHA, NE 68179

CITY OF SHEBOYGAN  
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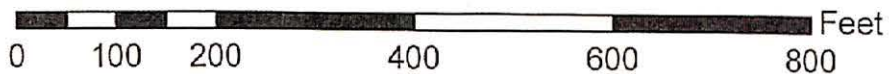
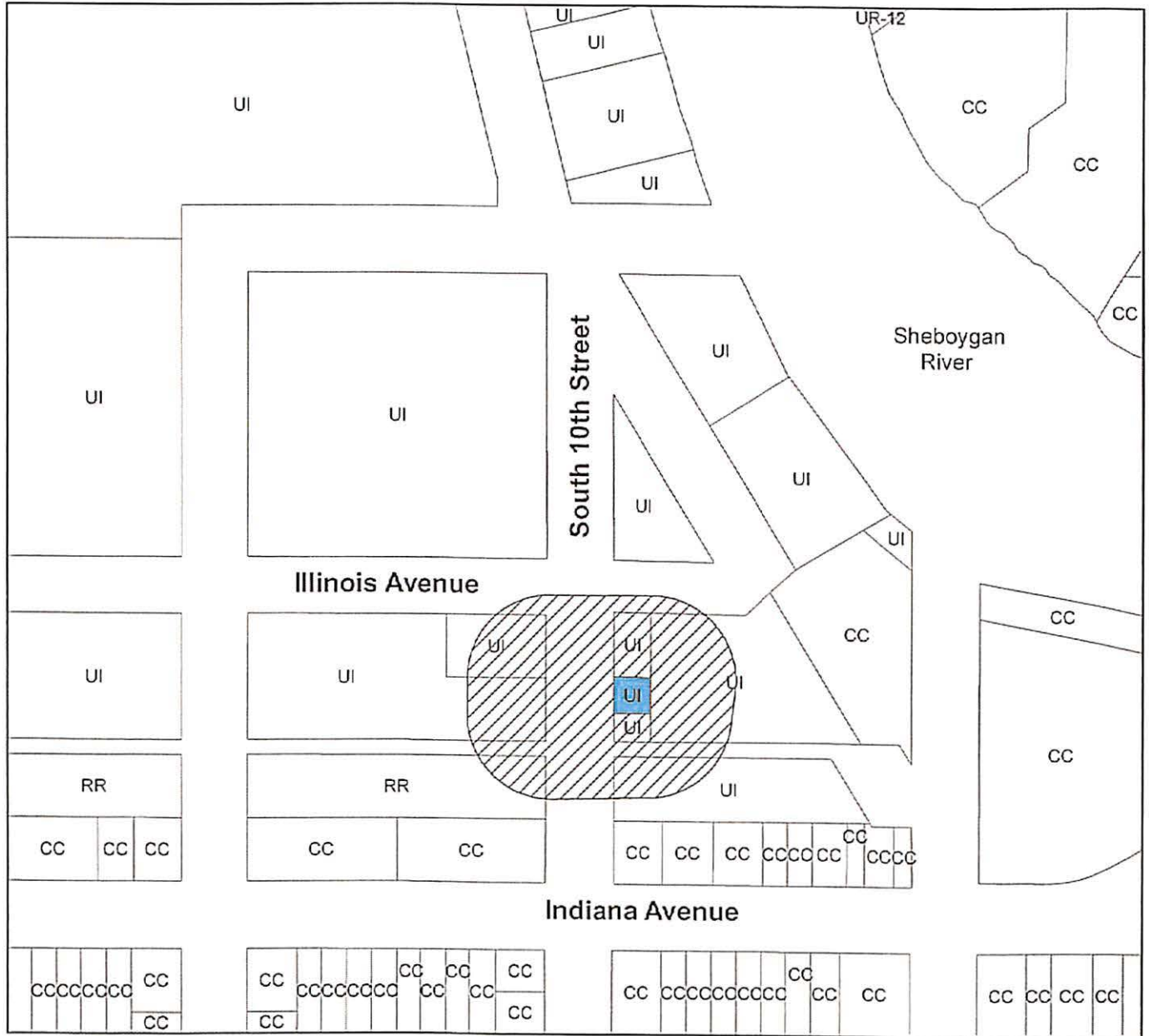
REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN  
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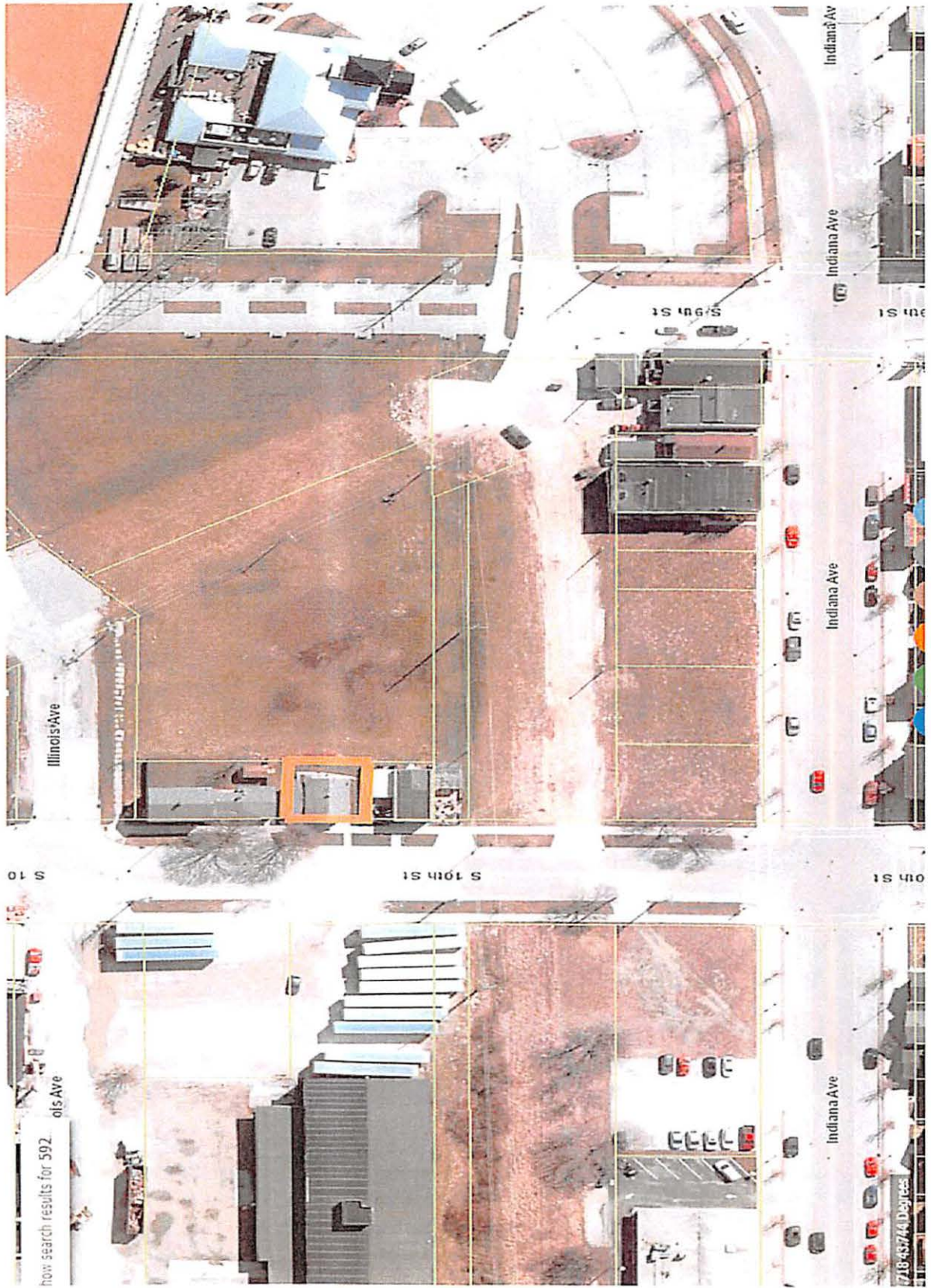
CITY OF SHEBOYGAN  
807 CENTER AVE  
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# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 42' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243





how search results for 592

oils Ave

S 10

S 10th St

S 10th St

Indiana Ave

Indiana Ave

Indiana Ave

10th St

Indiana Ave

718-437-14 Degrees



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Property located off of South 10<sup>th</sup> Street (Formerly 1015 South 10th Street - Parcel #59281505820):

Section 26, Township 15 North, Range 23 East.  
Original Plat S 33' of S 1/2 of W 45' of Lot 4 Block 243.

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SHEBOYGAN, WI 53081

March 5, 2021

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MEREDITH DEBRUIN  
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REDEVELOPMENT AUTHORITY OF SHEBOYGAN

828 CENTER AVE

SHEBOYGAN, WI 53081

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828 CENTER AVE

SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN

828 CENTER AVE

SHEBOYGAN, WI 53081

ZECHLINSKI, JOHN J

1103 INDIANA AVE

SHEBOYGAN, WI 53081

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN

828 CENTER AVE

SHEBOYGAN, WI 53081

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UNION PACIFIC RR COMPANY

OMAHA, NE 68179

WAVELAND HOLDINGS LLC

PO BOX 685

SHEBOYGAN, WI 53082

REDEVELOPMENT AUTHORITY OF SHEBOYGAN

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SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN

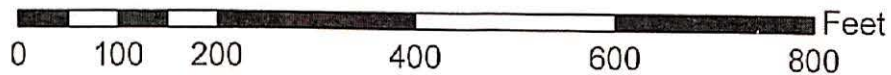
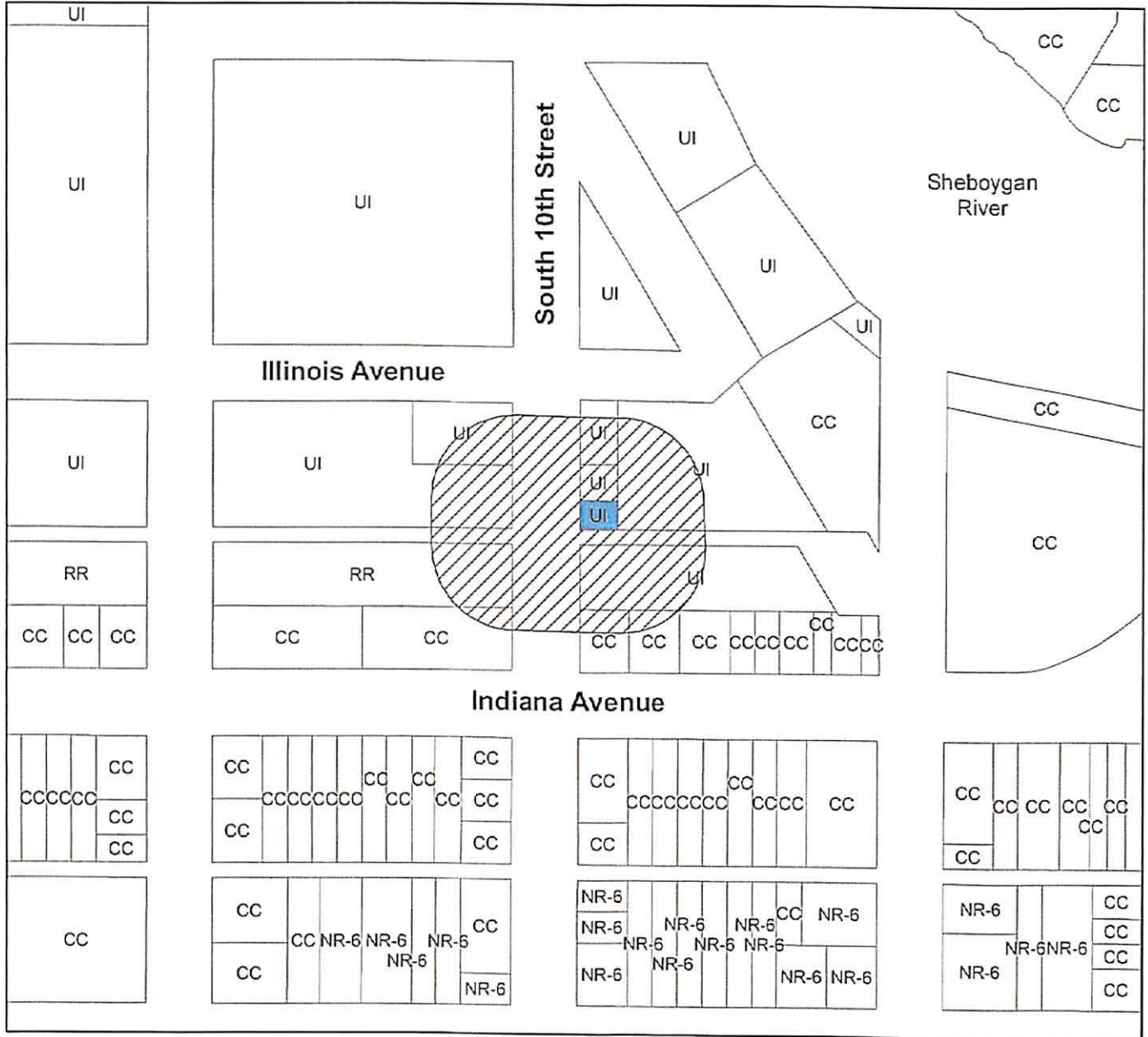
807 CENTER AVE

SHEBOYGAN, WI 53081

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SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT S 33' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243





15930

arch results for 592

Illinois Ave

S 10th St

S 10th St

S 9th St

Illinois Ave

Indiana Ave

Indiana Ave

Indiana Ave

S 11th St

S 11th St





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Property located off of South 10<sup>th</sup> Street (Parcel #59281505930):

Section 26, Township 15 North, Range 23 East.

Original Plat N 1/2 of Lots 7, 8, 9, 10, 11 & 12 Blk 243.

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SHEBOYGAN, WI 53081

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MEREDITH DEBRUIN  
City Clerk

DELIGIANNIS, NICK J  
908 INDIANA AVE  
SHEBOYGAN, WI 53081

REDEVELOPMENT AUTHORITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

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828 CENTER AVE  
SHEBOYGAN, WI 53081

UNION PACIFIC RR COMPANY  
OMAHA, NE 68179

WAVELAND HOLDINGS LLC  
PO BOX 685  
SHEBOYGAN, WI 53082

SCHNUR, CATHERINE  
5337 HEATHERFIELD CT  
SHEBOYGAN, WI 53083

REDEVELOPMENT AUTHORITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

FISCHER, CAROL  
912 INDIANA AVE  
SHEBOYGAN, WI 53081

REDEVELOPMENT AUTHORITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN  
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SHEBOYGAN, WI 53081

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SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

ZECHLINSKI, JOHN J  
1103 INDIANA AVE  
SHEBOYGAN, WI 53081

MARTIN, PATRICK J  
904 INDIANA AVE  
SHEBOYGAN, WI 53081

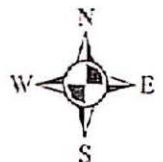
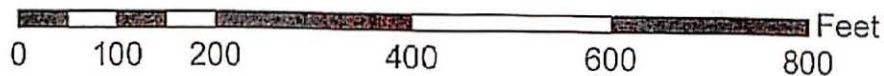
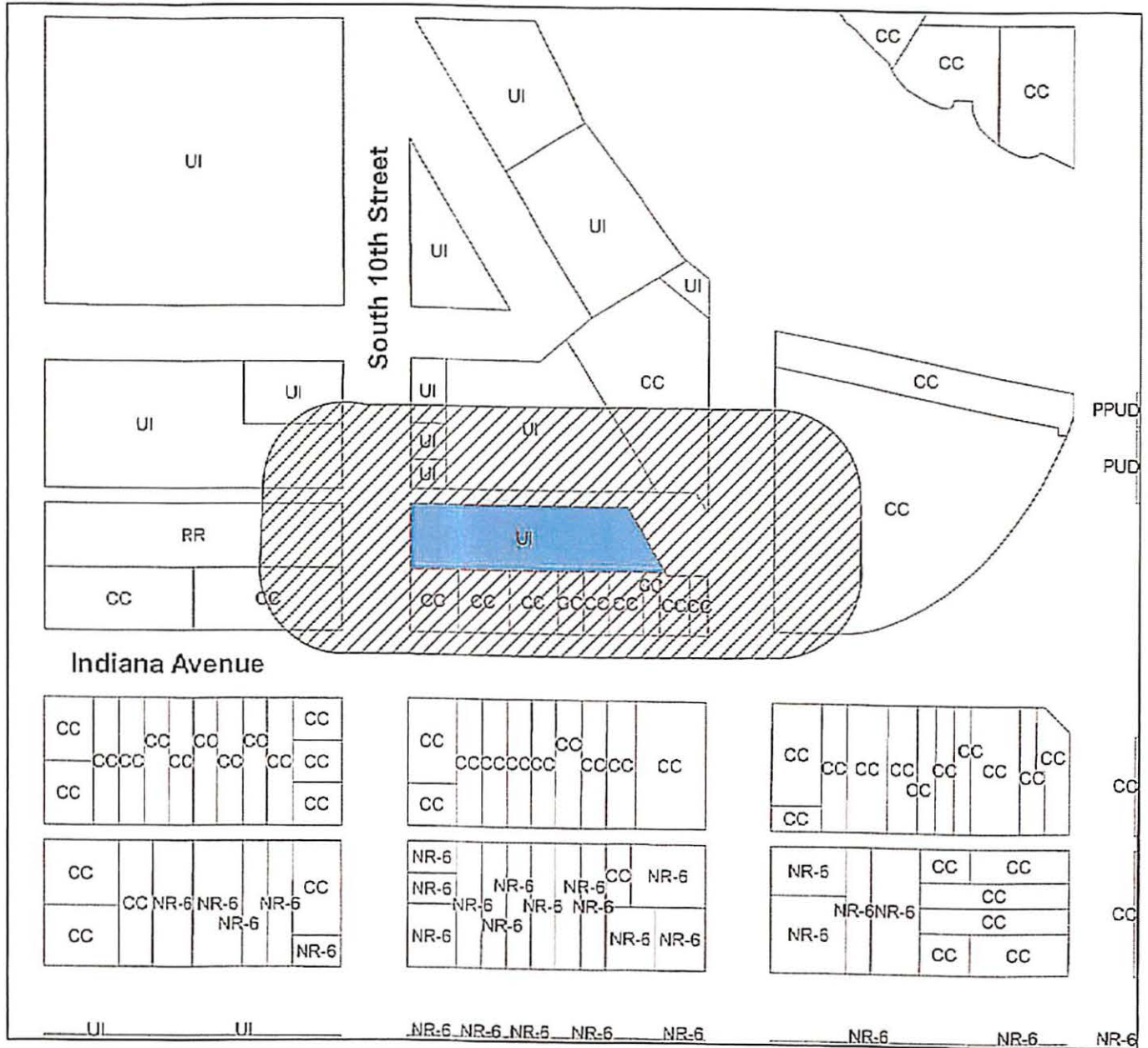
HH2 PROPERTIES LLC  
7722 W HAWTHORNE RD  
MEQUON, WI 53097

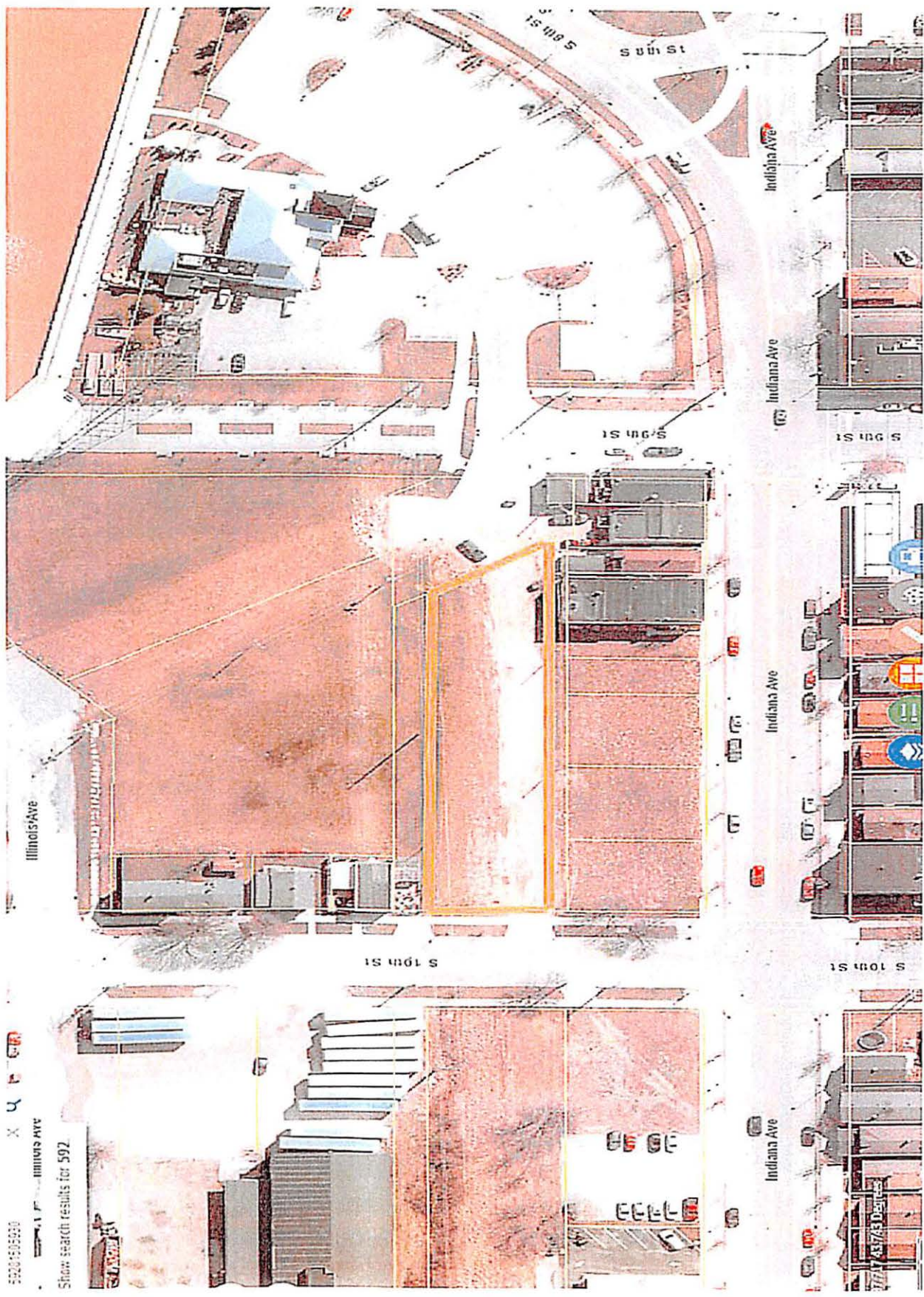
CITY OF SHEBOYGAN  
807 CENTER AVE  
SHEBOYGAN, WI 53081

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N1/2 OF LOTS 7,8,9,10,11 & 12 BLK 243







Hearing No. \_\_\_\_\_ - 20 - 21. March 15, 2021.

Pursuant to a notice published and personal notices sent by the Interim Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Sections 66.0829 and 66.0703, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2020 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.0703 (5) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, Suite #110., between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 15th, 2021 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

Daniela Partipilo  
Interim Finance Director

PUBLISH MARCH 1, 2021 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
ACCOUNT NO. 60409220



Hearing No. \_\_\_\_\_ - 20 - 21. March 15, 2021.

Pursuant to a notice published and personal notices sent by the Interim Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 2.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Sections 66.0829 and 66.0703, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2020 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

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Daniela Partipilo  
Interim Finance Director

PUBLISH MARCH 1, 2021 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
ACCOUNT NO. 60409220

**CONFIRMATION**



435 E. Walnut  
Green Bay, WI 54301  
(888)774-7744

SHEB, CITY OF,LEGAL ACCT  
828 CENTER AVE OFC OFFICE  
SHEBOYGAN WI 53081-4442

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0004619322	\$32.65	\$0.00	\$32.65	Credit Card	\$0.00	\$32.65
<b>Sales Rep: mrome</b>		<b>Order Taker: mrome</b>			<b>Order Created</b>		<b>02/24/2021</b>
<u>Product</u>		<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>			
GWM-SHE-Sheboygan Press		1	03/01/2021	03/01/2021			
GWM-SHEW-Sheboygan Press Digital		28	03/01/2021	03/28/2021			

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

**Text of Ad: 02/24/2021**

**PARKING ASSESSMENT DISTRICT  
CITY OF SHEBOYGAN**  
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Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.  
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Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.  
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Daniela Partipilo  
Interim Finance Director  
Run: March 1, 2021 WMAXLP

Hearing No. \_\_\_\_\_ - 20 - 21. March 15, 2021.

Pursuant to a notice published and personal notices sent by the Interim Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 4.

Any interested persons may be heard.



PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

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ACCOUNT NO. 60409220

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE OFC OFFICE
SHEBOYGAN WI 53081-4442

Summary table with columns: Account, AD#, Net Amount, Tax Amount, Total Amount, Payment Method, Payment Amount, Amount Due. Values include GWM-60409220, \$32.65, \$0.00, \$32.65, Credit Card, \$0.00, \$32.65.

Sales Rep: mrome Order Taker: mrome Order Created 02/24/2021

Table with columns: Product, # Ins, Start Date, End Date. Rows include GWM-SHE-Sheboygan Press (1 ins, 03/01/2021-03/01/2021) and GWM-SHEW-Sheboygan Press Digital (28 ins, 03/01/2021-03/28/2021).

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 02/24/2021

PARKING ASSESSMENT DISTRICT CITY OF SHEBOYGAN
In accordance with Sections 66.0829 and 66.0703, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2020 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.
Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.
Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.
Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.
Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.
PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.0703 (5) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, Suite #110, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 15th, 2021 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.
Daniela Partipilo
Interim Finance Director
Run: March 1, 2021 WNXLP

Hearing No. \_\_\_\_\_ - 20 - 21. March 15, 2021.

Pursuant to a notice published and personal notices sent by the Interim Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 5.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Sections 66.0829 and 66.0703, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2020 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

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Daniela Partipilo  
Interim Finance Director

PUBLISH MARCH 1, 2021 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
ACCOUNT NO. 60409220



II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. March 15, 2021.

Submitting a Temporary Class B license application.

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

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Temporary Class B License

No.   Name

Address

3236 Sheboygan County Home  
Builders Assoc.

637 Walton Drive, Plymouth  
Three day event to be held  
04/16/21-04/18/21 at Lakers Ice  
Center 1202 S. Wildwood Avenue to  
include wine.



II

Other Matters

7.1

R. O. No. 33 - 20 - 21. By CITY CLERK. July 6, 2020.

Submitting various license applications for the period ending December 31, 2020, April 14<sup>th</sup>, 2021 and June 30, 2022.

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3242	Archambeau, Lauren N.	237 Hillcrest Court
0361	Beltran, Shae L.	2826 Erie Avenue
5274	Beltran, Terri L.	2826 Erie Avenue
3250	Cloud-Cabrera, Arianna B.	N4296 County Rd I, Sheboygan Falls
3255	Dean, Deanne E.	523 S. 15 <sup>th</sup> Street
5673	Helgeson, Dennis R.	3431 N. 10 <sup>th</sup> Street Apt. 831
3261	Jackson, Jillaine N.	1715 Norma Court
0242	Johansen, Kaila L.	919 N. 5 <sup>th</sup> Street Apt. 28
6163	Jones, Laura L.	1131 S. 10 <sup>th</sup> Street
3258	Koehler, Caleb A.	4431 Lilac Court Apt. U102
4275	Koene, Susan D.	926 Erie Avenue
3244	Mailo-Podewils, Koke D.	W4445 County Rd. U, Plymouth
3252	Meinholf, Wynterlily M.	1217 S. 7 <sup>th</sup> Street
3256	Mendiola, Daisy	927 Dillingham Avenue
3245	Stadler, Mason J.	1135 Broadway Avenue
3248	Stempihar, Jaymz S.	2532 Cross Creek Drive Apt. D
2991	Warne, Dorthy R.	2332 Carmen Avenue #2C
3257	Wright, Jamie R.	1220 Union Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2454	Barthels, Jodi L.	130 Ashland Court, Sheboygan Falls
8611	Basler, Katlin R.	261 Osthoff Avenue, Elkhart Lake
2491	Beam, Christy L.	244 Center Avenue Apt. 4
0431	Blindauer, Sara C.	3810 Saemann Avenue
2619	Campbell, Rebecca	1504 Illinois Avenue
7570	Coronado, Juan D.	712 N. 25 <sup>th</sup> Street
2451	Drews, Shelly M.	2215 S. 7 <sup>th</sup> Street
1194	Duby, Cherie L.	2404 N. 22 <sup>nd</sup> Street
4034	Ertel, Michael L.	2400 Fairfield Lane, Plymouth
1351	Ferguson, Steve L.	1834 N. 27 <sup>th</sup> Street
2703	Franklin, Whitney M.	2322 S. 12 <sup>th</sup> Street

RYAPS  
 7/15/20  
 Hold #3244 (Mailo-Podewils)  
 Hold #8232 (Johnson)  
 Grant with warning #0242, 0182, 9393  
 Grant with correct spelling names #3252, 2635  
 Grant #3454 but under former owner name  
 8-12-20 Hold #8232 until end Oct. Deny #3244

2559 Fretwell, Jennifer D.  
 8126 Gill, Puswinder S.  
 1621 Hameister, Brian L.  
 0647 Hoffmann, Dustin K.  
 2325 Jewell, Zelda J M  
 8182 Johnson, Eric M.  
 8232 Johnson, Stephanie M.  
 9460 Klahn, Megan M.  
 3614 Koerner, Joseph A.  
 6614 Koerner, Mystie C.  
 9393 Kohlhagen, Justin J.  
 2335 Lopez, Glennie J.  
 5354 McGearry, Scott A.  
 2709 McKenzie, Daniel J.  
 2534 Mendiola, Ignacio B.  
 9799 Minglana, Fernando C.  
 2635 Negrete Coronad, Natividad  
 7725 Nelson, Amy A.  
 6752 Ornelas, Noemi K.  
 2370 Peaine, Alexxus R.  
 0551 Phillips, Lori A.  
 1523 Presley, Wendi J.  
 2505 Quasius, Laura M.  
 2112 Schreiner, Kurt  
 9070 Tahiri, Paula  
 9866 Wargo, Mandy J.  
 8868 Yankunas, Barbara J.  
 8170 Zenk, Travis A.

1716 S. 7<sup>th</sup> Street  
 624 N. 7<sup>th</sup> Street, Oostburg  
 1202 Michigan Avenue Apt. 2  
 1936 N. 10<sup>th</sup> Street  
 2121 N. 11<sup>th</sup> Street  
 1112 Ontario Avenue Apt. A  
 1643 Cambridge Avenue  
 2218 Indiana Avenue  
 837 Leland Avenue  
 1531 N. 5<sup>th</sup> Street  
 N4296 County Rd I, Sheboygan Falls  
 1616 Superior Avenue  
 932 N. 37<sup>th</sup> Street  
 7093 Highway 67, Plymouth  
 927 Dillingham Avenue  
 1530 N. 9<sup>th</sup> Street  
 927 Dillingham Avenue  
 1016 North Avenue  
 914 Division Street, Manitowoc  
 1019 N. 12<sup>th</sup> Street  
 20 West Clifford Street, Plymouth  
 1840 Geele Avenue Unit A  
 1619A North Avenue  
 1231 N. 8<sup>th</sup> Street  
 3005 Whispering Winds Drive  
 2327 S. 16<sup>th</sup> Street  
 629 E. Jefferson Avenue, Cleveland  
 2123A S. 16<sup>th</sup> Street

CHANGE OF PREMISE

No.    Name

Address

2381 Bourbon Street

1536 Indiana Avenue - Two day event to be held 8/1/20 and 8/2/20 to include sidewalk next to Bourbon Street and grass behind Bourbon Street.

1833 Champs Sports Bar

1501 Indiana Avenue - One day event to be held 08/01/20 to include parking lot.

1511 Denny's Bar

2140 Calumet Drive - One day event to be held 8/22/20 to include north and west side of building parking lot.

1926 Il Ritrovo

515 S. 8<sup>th</sup> Street - One day event to be held 7/23/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo

515 S. 8<sup>th</sup> Street - One day event to be held 7/30/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo

515 S. 8<sup>th</sup> Street - One day event to be held 08/06/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo

515 S. 8<sup>th</sup> Street - One day event to be held 08/13/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo

515 S. 8<sup>th</sup> Street - One day event to be held 08/20/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo

515 S. 8<sup>th</sup> Street - One day event to be held 08/27/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 7/23/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 7/30/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 8/06/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 08/13/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 08/20/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 08/27/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
3412 Local Press Eatery	502 S. 8 <sup>th</sup> Street - One day event to be held 07/23/20 to temporarily expand existing premises expanding from corner of building east to center of 8 <sup>th</sup> Street.

3412 Local Press Eatery

502 S. 8<sup>th</sup> Street - One day event to be held 07/30/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

3412 Local Press Eatery

502 S. 8<sup>th</sup> Street - One day event to be held 08/06/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

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502 S. 8<sup>th</sup> Street - One day event to be held 08/13/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

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502 S. 8<sup>th</sup> Street - One day event to be held 08/20/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

3412 Local Press Eatery

502 S. 8<sup>th</sup> Street - One day event to be held 08/27/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 07/23/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 07/30/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/06/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/13/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/20/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/27/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3448	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
3454	Aril LLC (2 Amigos Restaurant)	1119 Michigan Avenue

SIDEWALK CAFE (April 14, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2427	Urbane	1231 N. 8 <sup>th</sup> Street

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3455	Whisk	633 N. 8 <sup>th</sup> Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2428	Flunker, Angela S.	3616 Larkspar Way
3260	Hilbelink, Kirsten	1220 S. 9 <sup>th</sup> Street
3249	Kuperberg, Michael J.	1519 John Court Apt. A

**VI**

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 15, 2021.

Your Committee to whom was referred R. O. No. 135-20-21 by City Clerk submitting various license applications; recommends denying Taxicab Driver License application No. 1841 (Stanley J. Hansen) due to his ineligibility for the license because his driver's license is currently suspended due to unpaid fines.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

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

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

II

Other Matters

7.2

R. O. No. 135 - 20 - 21. By CITY CLERK. February 1, 2021.

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

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7322	Arnsmeier, Dean M.*CLUB*	4622 N. 50 <sup>th</sup> Street
3465	Caldwell, Gretchen	1404 N. 12 <sup>th</sup> Street
0932	Cortez, Goya Elena	1725 N. 8 <sup>th</sup> Street
3463	Frankovis, Heather L.	1609 S. 25 <sup>th</sup> Street
3466	Hansen, Amy R.	4604 Fox Grove Road
9474	Helmke, Amber L.	1447 S. 21 <sup>st</sup> Street
3464	Martin, Alexis L.	4908 S. 14 <sup>th</sup> Street
3462	Mattfield, Lynn M.	1716A S. 7 <sup>th</sup> Street
3468	Meluch, Jessica A.	514 S. 27 <sup>th</sup> Street
3469	Meyer, Kaylee E.	59 N. Hiawatha Circle
3461	Mindt, Courtney F.	1526 S. 20 <sup>th</sup> Street
3467	Post, Bonnie J.	3804 N. 12 <sup>th</sup> Street
3473	Ridenour, John F,	724 Broadway Avenue
2712	Sosa, Jacqueline, C.O.	405 Superior Avenue
1805	Turner, Jennifer R.	824 Ashland Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3069	Time and a Half	2518 N. 15 <sup>th</sup> Street - One day Event to be held 2/27/21 to include Fence line to corner of 15 <sup>th</sup> and Martin Ave in front and corner of 15 <sup>th</sup> and Martin to driveway on Martin Ave side of building, in addition to current premises description.

CHPS  
2-10 # 3473  
Grant contingent  
# 1841 hold for denial.

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

No.   Name

Address

1841 Hansen, Stanley J.

1634 S. 12<sup>th</sup> Street

IV

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 15, 2021.

Your Committee to whom was referred R. O. No. 161-20-21 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the Annual Report showing the activity for the Police Department for the period commencing January 1, 2020 and ending December 31, 2020; 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

3.10.

R. O. No. 161 - 20 - 21. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.  
March 1, 2021.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my annual report showing the activity for my department for the period commencing January 1, 2020 and ending December 31, 2020.

*AKPS  
nicfile*

\_\_\_\_\_  
Chief of Police



# SPD 2020 ANNUAL REPORT

Christopher Domagalski, Chief of Police  
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

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# Our Vision

## For Sheboygan

To be the safest community of its size in the United States.



## Our Mission

is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.



**Theodore J. Husting**

April 17, 1904

Theodore J. Husting, also known as "Ted", wanted to be a cop. Even as a young boy, he admired the blue clad officers walking the beat in his neighborhood. At some point in his young life, he decided that's what he wanted to do when he grew up.

The proudest day in the life of Theodore J. Husting was the day he first put on his special officer uniform. Police work was Ted's calling and he tried to do his very best to serve the citizens of Sheboygan. Approximately a year later, Ted became a full-time officer.

March 26, 1957

He was known as the "Lambert" and one of his was the "Moose". One in Sheboygan, like people who know Ted described him as the "Lambert" but he liked the nickname "Moose".

March 26, 1957

Ted reported for work as the "special" "Moose". However, on this night, he would be "Moose" in the streets of Sheboygan. Ted did not know, as he approached "Moose" and "Lambert" Towers, that it would lead to his tragic death and the end of his work.

Died March 26, 1957

# Our Values



Integrity

Teamwork

Leadership

Competence

Accountability

Professionalism



City of  
**Sheboygan**  
spirit on the lake.

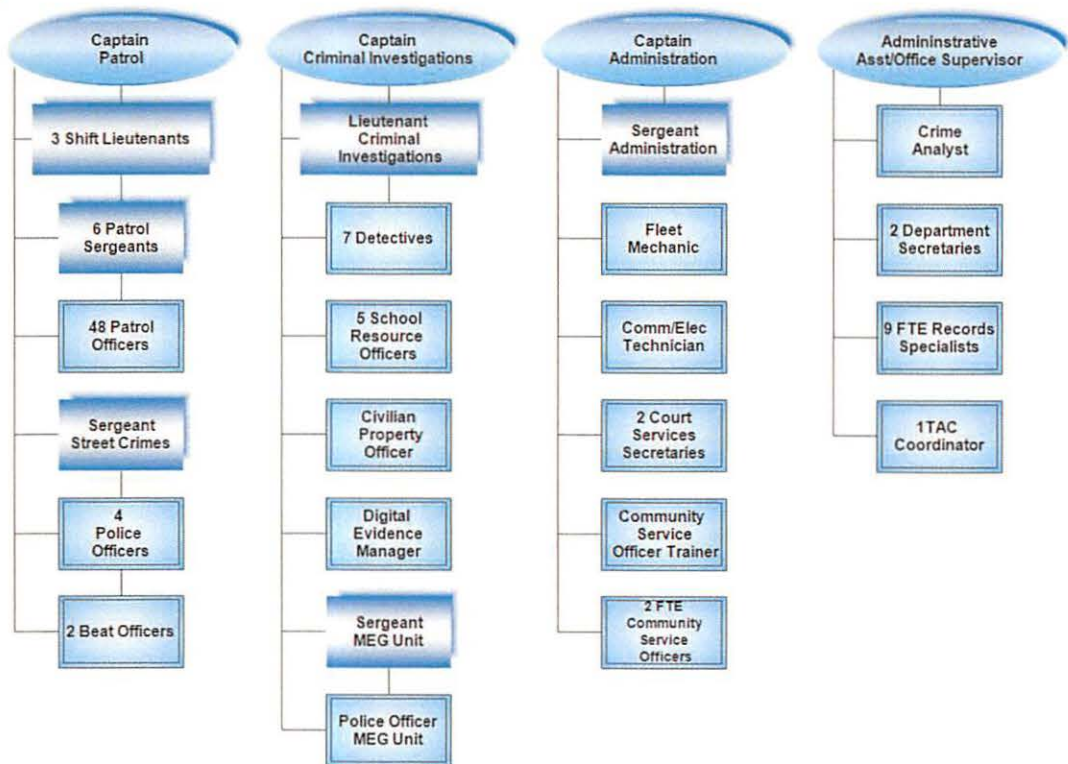
Mayor Michael Vandersteen  
Chief Administrative Officer Todd Wolf

District	Wards	Aldersperson	District	Wards	Aldersperson
1	1, 5, 6	Barb Felde	6	18, 19	Dean Dekker
2	2, 3, 12	Roberta Filicky-Peneski	7	14, 15, 21	Rose Phillips
3	11, 13	Mary Lynne Donohue	8	20, 24	Ryan Sorenson
4	4, 7, 10	Betty Ackley	9	22, 25	Trey Mitchell
5	8, 9, 16, 17	Markus Savaglio	10	23, 26	Jim Bohren



Chief of Police

## 2020 Table of Organization



# Police & Fire Commission 2020-2021

President Robert Lettre, Sr.

Secretary Andrew Hopp

Commissioner Jeanne Kliejunas

Commissioner Larry Samet

Commissioner Gerald Jones

Commissioner Henry Jung served until he passed away in August of 2020.



## Message from the Chief

The 2020 Sheboygan Police Department annual report is herein presented for your review. The report documents the department's accomplishments, challenges and key activities.

In 2020 we were presented with challenges associated with the COVID-19 pandemic and the death of George Floyd. Both issues brought unique challenges and opportunities.

The Pandemic caused us to make changes to limit and reduce close contact in our building. Access to the front lobby was limited and our employees were able to use technology and good old pen and paper to alter processes and continue to provide most services to the public. The public was also very understanding and responded well to the changes. Sworn personnel were separated by moving our investigative personnel to another city building. This move provided greater spacing while placing personnel in a new open layout. While the challenges of being separated from the rest of the workforce was difficult, the changes also led to increased communication and teamwork. I am extremely grateful for the positive attitude and effort displayed by all of our employees as they came to work each day grateful for the support of their community and eager to continue supporting and providing service to them.

The death of George Floyd brought community discussion, action and introspection. We are grateful for all of the community members who shared their thoughts, engaged us in conversation, spent the time to get to know us, explored where we are as an organization and where we have been, and partnered with us. We recognize that, as an organization and a community, we still have work to do and we are grateful for the opportunity to do it together.

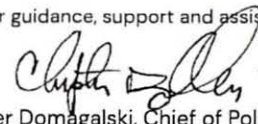
2020 again brought about a great deal of change in personnel due to retirements. Because of the positions held by those leaving, many opportunities opened for those who remain. I am very grateful to be blessed with such a talented staff and look forward to the growth and success these opportunities will bring. I am also excited by the many talented new employees that have joined our organization this past year. While it will take time, I am certain our investment in them will pay big dividends for the city.

In 2020 we experienced a slight decrease in violent crime and a small increase in property crime. We also saw a decrease in accidents for the year.

I am grateful to all of the employees of the Sheboygan Police department. They are our greatest resource and I am thankful for the leadership, competence, professionalism and teamwork they have demonstrated this past year. I am extremely proud of their work and the difference they make daily in our city. I am also thankful for our many great partners across all city departments and the strong political leadership in our city.

Finally, we are grateful and blessed to have the privilege to work in such an amazing community. Thank you for your guidance, support and assistance!

Sincerely,



Christopher Domagalski, Chief of Police

# 2021 Sheboygan Police Department Goals

## Goal # 1 – Reduce Crime, Fear and Disorder

**Activities:** Effectively apply CompStat principles in our daily work.  
Focus on prevention and asking the next question to identify and solve problems.  
Use crime analysis to create intelligence for use in directing police resource decisions.  
Continue partnerships to address blight, maintain and revitalize neighborhoods.  
Use data to drive enforcement efforts and messaging related to traffic safety.  
Identify Prolific Offenders and work with, Prosecutors, the Courts and Probation and Parole to connect them with treatment and support services and/or develop criminal cases for prosecution.  
Continue to develop standardized processes to identify, screen and respond to individuals in mental health crisis.

**Expected Outcomes:** Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1115.  
Individual crime targets as follows: of Robbery ≤ 15, Aggravated Assaults ≤ 100, Burglary ≤ 100 and Theft ≤ 840.  
Total Accidents ≤ 1500.  
High Visibility Education and Enforcement Deployments = 12.  
Pounds of prescription drugs collected ≥ 1200

# 2021 Sheboygan Police Department Goals

## Goal # 2 – Build Community Trust

**Activities:** Increase department messaging through the coordinated and timely release of information.  
Build Neighborhood capacity by continuing to promote Neighborhood Associations.  
Increase direct contact with citizens through neighborhood meetings, park and walk and bicycle patrols.  
Identify community issues and address through collaborative approach at the neighborhood level.  
Maintain and leverage Beat Officer Positions.

**Expected Outcomes:** An informed community with greater awareness of department activity.  
Enhanced relationships and greater understanding of the police role across the community.  
Coordinate and hold more than 50 neighborhood meetings.  
Increase collaborative problem solving with the community.  
Maintain percentage of residents that feel safe walking in their neighborhood during the day at greater than 80%.  
Increase in the percentage of residents that feel safe walking in their neighborhood at night above 60%.  
Increase in Police legitimacy.

# 2021 Sheboygan Police Department Goals

## Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

**Activities:** Continue evaluation of workflow and position responsibilities to support department activities and mandates. Improve process efficiency.  
Continue training and redesign of associated processes and responsibilities.  
Continue ongoing evaluation of digital platforms to increase stability, efficiency and reliability.  
Complete transition to ESRI GIS platform for Crime Analysis.  
Emphasize the connection of department values to daily decision making.  
Practice the judicious and impartial use of police authority.  
Use shift briefings and roll call time to share priority information and follow-up.

**Expected Outcomes:** Create Public Value by operating within the authorized budget and working towards continuous improvement.  
Improved stability, efficiency and reliability of digital platforms.  
More dependable systems and enhanced customer service.  
Clear internal expectations and procedural justice.  
Increase in voluntary compliance with community norms, decrease in the use of force and increased police legitimacy.  
Increased situational awareness and effectiveness.

# 2021 Sheboygan Police Department Goals

**Goal # 4** – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

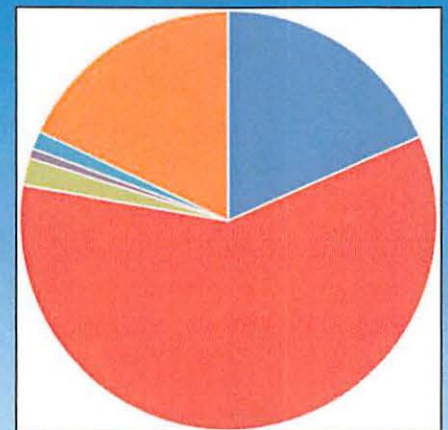
**Activities:** Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals and personal development plan.  
Focus on professional development.  
Celebrate Successes of Organization.  
Deliver key training across department; including problem solving, Fair and Impartial policing, supervisory development, Domestic Violence Investigation update, EVOC, Firearms and scenario based.  
Continue Leadership in Police Organization training for all levels of the department and increase ownership of problems and concerns.  
Continue department advisory group to identify issues, improve feedback, offer ideas and find solutions.  
Continue ARMOR Academy, resiliency, peer support, and officer wellness activities.

**Expected Outcomes:** Increased Camaraderie, Pride and Trust among all Police Department employees.  
Enhanced employee motivation, satisfaction and pride in the organization.  
Healthier and more resilient workforce.  
Enhanced relationships.

# SPD Budget

	2016	2017	2018	2019	2020
Administration	\$2,042,372.00	\$2,059,242.70	\$1,623,855.00	\$2,176,022.00	\$2,380,261.00
Patrol	\$7,121,173.00	\$7,082,247.02	\$7,054,479.00	\$6,875,771.00	\$7,620,779.00
Communications	\$21,105.00	\$0	\$0	\$0	\$0
Fleet Maintenance	\$310,730.00	\$227,927.00	\$252,281.00	\$217,371.00	\$267,505.00
Parking Enforcement	\$152,859.00	\$94,900.73	\$125,002.00	\$92,536.00	\$98,301.00
Facility	\$168,900.00	\$161,909.79	\$170,290.00	\$165,398.00	\$179,500.00
Criminal Investigation Division	\$1,975,580.00	\$1,975,949.68	\$2,191,366.00	\$2,120,141.00	\$2,329,618.00
<b>Total Budget</b>	<b>\$11,792,719.00</b>	<b>\$11,602,177.00</b>	<b>\$11,417,273.00</b>	<b>\$11,647,239.00</b>	<b>\$12,875,964.00</b>

## 2020 Budget



## Internal Investigations



Twenty-seven (27) internal investigations were conducted in 2020. Of those investigations, sixteen (16) were initiated by the Department, and eleven(11) were citizen complaints.

### DEPARTMENT INITIATED INTERNAL INVESTIGATIONS BY YEAR

INVESTIGATIVE FINDINGS	2016	2017	2018	2019	2020
SUSTAINED	9	15	15	10	11
NOT SUSTAINED	2	1	0	2	1
UNFOUNDED	0	1	1	1	1
EXONERATED	0	0	0	3	3
NO FORMAL COMPLAINT	1	0	0	0	0
<b>TOTAL</b>	<b>12</b>	<b>17</b>	<b>16</b>	<b>16</b>	<b>16</b>

**Sustained** = The allegation is supported by sufficient proof.

**Not Sustained** = The evidence is not sufficient to prove or disprove the allegation.

**Unfounded** = The allegation is false or otherwise not based on valid facts.

**Exonerated** = The incident that occurred or was complained against was lawful and proper.

## Internal Investigations



### CITIZEN COMPLAINTS BY YEAR

INVESTIGATIVE FINDINGS	2016	2017	2018	2019	2020
SUSTAINED	0	2	1	2	2
NOT SUSTAINED	3	0	0	3	1
UNFOUNDED	1	1	2	1	5
EXONERATED	0	0	2	3	3
NO FORMAL COMPLAINT	2	0	2	1	0
<b>TOTAL</b>	<b>6</b>	<b>3</b>	<b>7</b>	<b>10</b>	<b>11</b>

- Sustained = The allegation is supported by sufficient proof.
- Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
- Unfounded = The allegation is false or otherwise not based on valid facts.
- Exonerated = The incident that occurred or was complained against was lawful and proper.

## Use of Force



USE OF FORCE BY YEAR	2016	2017	2018	2019	2020
DEADLY FORCE	1	0	0	1*	1
DISPLAY FIREARM	61	62	89	75	72
DISPLAY ELECTRONIC CONTROL DEVICE	37	47	38	25	27
DEPLOY ELECTRONIC CONTROL DEVICE	14	15	7	8	15
EMPLOY ACTIVE COUNTERMEASURES	19	8	5	6	11
APPLY HOBBLE DEVICE	7	7	3	5	7
DEPLOY SPECIALTY IMPACT MUNITIONS	0	1	1	0	1
DEPLOY OLEORESIN CAPSICUM SPRAY	0	1	0	3	4
DEPLOY IMPACT WEAPON (BATON)	N/A	N/A	N/A	0	1
CANINE BITE	0	0	0	0	0
<b>TOTAL</b>	<b>139</b>	<b>141</b>	<b>143</b>	<b>122</b>	<b>139</b>

\* Task Force Officer Incident, Ashland, WI

## Search Warrants



BY YEAR	2016	2017	2018	2019	2020
January	10	9	7	10	8
February	14	10	14	16	8
March	13	10	17	18	5
April	12	7	11	9	9
May	12	3	11	21	16
June	11	11	9	9	10
July	9	8	9	8	6
August	7	8	13	9	8
September	12	4	6	6	4
October	8	11	12	8	4
November	7	9	12	10	4
December	9	9	5	3	13
<b>Total</b>	<b>124</b>	<b>99</b>	<b>126</b>	<b>127</b>	<b>95</b>

Search Warrants are utilized to obtain evidence related to a criminal offense.

A search warrant is not only obtained for a person or place, but can also be for records and digital data found on electronic devices.

## New Hires in 2020

9 new officers joined the SPD in 2020. Officers Micheal Randolph and Kenneth Lowe took the oath in January. Officers Cheechia Yang and George Rasavong were sworn in during June. Officers Isaiah Trussell, Taylor Johnson, and Isiah Calhoun took the oath in August. Officer Charles Allen was sworn in during September and Officer Seth Longley in December.



Officer Micheal Randolph



Officer Kenneth Lowe



Officer Cheechia Yang



Officer George Rasavong



Officer Isaiah Trussell



Officer Taylor Johnson



Officer Isiah Calhoun



Officer Charles Allen



Officer Seth Longley

## New Hires in 2020

5 new civilian staff joined the SPD in 2020. We welcomed CSO's Jordan Stoelb and Zayla Mueller, Fleet Operations Mechanic Zachariah Heinen, Communications and Electronics Technician James Langer, and Chaplain Michael Thomas.



CSO Jordan Stoelb



CSO Zayla Mueller



Fleet Operations Mechanic  
Zachariah Heinen



Communications and  
Electronics Technician  
James Langer



Chaplain  
Michael Thomas

## 2020 Retirees

In 2020, we said goodbye to five dear friends as they retired from the Department. Officer Jeff Mares retired after more than 28 years with the department, Officer John Samuels retired after 26 years and Officer James Priebe retired after more than 24 years. Chaplain Mario Ciotola retired after 4 years and Chaplain Lori Ciotola retired after 2 years with the SPD.



Officer Jeff Mares



Officer John Samuels



Officer James Priebe



Chaplain Lori Ciotola



Chaplain Mario Ciotola

## SPD K9 Unit

The SPD K9 Unit continued to be successful in 2020 and was used 490 times for various disciplines. These uses included 396 vehicle sniffs, 2 civic demonstrations, 29 suspect tracks, 3 tracks of missing people, 10 school sniffs, 32 building searches, and 18 area searches. In 2020, a number of significant arrests occurred after suspects fled the scene and were later located through tracking. In addition, K9s helped to locate disoriented persons who were reported missing, ending the incidents on a positive note.



Officer Heimerl  
and K9 Grimm



Officer Taylor  
and K9 Max

During the course of their duties, the K9s assisted officers in locating 30 lbs. of Marijuana, 3 ounces of Cocaine, 3.3 ounces of Methamphetamine, 5.4 ounces of Heroin, 5.6 ounces of Ecstasy, and 96 pieces of drug paraphernalia. In addition, investigations resulted in the seizure of 6 firearms and \$72,800.

The Unit also provides community presentations highlighting skills and accomplishments. The K-9 Unit is a valuable police tool and receives financial support from community members.



## ADMINISTRATIVE SERVICES DIVISION

Captain Steve Cobb

The Administrative Services Division is responsible for a variety of support services throughout the department. This includes documenting the training of all department members, recruiting and screening candidates to fill entry level Police Officer positions, managing the police facility, managing the offices of the Sergeant of Administration, Court Services Division, Police Fleet Services, Radios and Communications, and the Volunteer in Police Service Corps.

The Sergeant of Administration is responsible for managing training, supervising the Community Service Officers and School Crossing Guards, managing parking enforcement and traffic functions, and coordinating the Sheboygan Police Citizens Academy.

The Court Services office manages the efficient transfer of all case information between the Police Department and either the City Attorney's office or the Sheboygan County District Attorney's office. This office also maintains the court calendar for all department personnel.

The Police Fleet consists of 42 different motor vehicles. Our fleet manager is responsible for general maintenance and repairs of all vehicles. In addition, each year, the fleet manager is responsible for conversion of newly purchased vehicles into Police Vehicles.

The primary responsibility of the Radio and Electronic Technician is working in support of the Sheboygan County Radio system to ensure that there is an effective radio communications network in place. This involves radio service to over 300 mobile and portable radios that function within the City. In our role as a County partner in this project, our technician supports any radios on our county network. In addition, this office maintains the 911 emergency phone systems; all radio, paging and emergency alert equipment for the City of Sheboygan; and manages the City of Sheboygan telephone network. Working in conjunction with the I.T. Dept., the radio and communications technician maintains several communication and security networks throughout the city.

# TRAINING AND CAREER DEVELOPMENT

Over the course of 2020, department goals were supported by providing training that recognizes the need to develop a coordinated tactical response with other first responders in the City. Department goals were directly supported by providing over 32 hours of in-service training in Firearm Transition, Supervisory Development and Rapid Response.

In addition, departmental training segments included 4 hours of Defense and Arrest Tactics Training, 2 hours of legal update, 2 hours of direction from our Corporate Council addressing mental health investigations, 2 hours of legitimacy in policing and 2 hours of Community Policing Philosophy.

Aside from department in-service, several individual officers attended training that focused on individual development.

Over **5,280** hours of training to sworn personnel, average of 60 hours per officer.

**32** hours of in-service training provided to all sworn personnel.

**5** Officers attended 720 hour recruit academies.

**1** member of the Police Department attended Leadership in Police Organizations academy.



**10** average hours of policy training were provided per employee through the use of daily training bulletins.

ADMINISTRATIVE SERVICES DIVISION



In a continuing effort to maintain compliance with the Juvenile Justice Delinquency Prevention Act, we continued training and auditing of all juveniles held securely at the Sheboygan Police Department.

New policy and training led to only **1 secure juvenile hold** at the Sheboygan Police Facility, reduced from 203 (99.5%) from when auditing began in 2015.



Managed hiring processes that resulted in the hiring of **9 officers, 1 Fleet Manager and 1 Radio and Communications Technician** during calendar year 2020.



After acquiring the property east of the Sheboygan Police Facility, managed razing, grading and improving the land for employee parking and the creation of an enclosed impound lot.



Entered contracts to replace the HVAC control system and the access control system in the Police Facility.



Purchased, trained with and placed in-service a new inventory of Sig Sauer handguns.



Converted **6 new vehicles** into Police Service.

## ADMINISTRATIVE SERVICES DIVISION



The Administrative Services section oversees the Volunteers in Police Service program. V.I.P.S. provided a variety of support services until the volunteer members were put on hiatus for their safety during the COVID-19 pandemic.

During 2020, VIPS donated **558.25** hours

VIPS are led by Coordinator Penny Weber, who has been able to continue helping the Department by working remotely. Other members who volunteered during part of 2020 and who are on hiatus due to the COVID-19 pandemic include: Mary Ann Dickfoss, Connie Mehan, Ethel Pillman, Barb Strauss and Doug Strauss.

Volunteers also include our two current police department chaplains, Chaplain Ethan Tews and Chaplain Michael Thomas. Chaplains Mario and Lori Ciotola were active with our department until their retirement in September of 2020. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.

## ADMINISTRATIVE SERVICES DIVISION



## CRIMINAL INVESTIGATION DIVISION

Captain Kurt Brassler

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, the Property/Evidence Officer and the Digital Evidence Manager. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery and burglary.

In 2020, The Criminal investigation division implemented many successful outreach programs. Detective Edson partnered with WHBL for bi-weekly on-air outreach covering current crime trends, scams, crime prevention, etc. The Division also worked to actively represent the SPD on the Sheboygan County Sexual Assault Response Team (SART), Sheboygan County Child Death Review, Overdose Review Group, Domestic Abuse Response Team (DART), and Human Trafficking.

The SPD partnered with the Child Advocacy Center in October of 2020 by providing our facility for child forensic interviews every Tuesday. The SPD also partnered with the Sheboygan Area School District for "Handle with Care" procedures, notifying schools when children are exposed to traumatic events so they can be supported in school. CID also developed and implemented regularly scheduled Human Trafficking meetings with DSS to identify high-risk juveniles.

Evidence room procedures were updated to remove currency and deposit it into established account. Approximately \$144,000 has either been returned to owner, or moved into abandoned or evidence account.

**1,084** Cases assigned to CID

**29** CID Outreach Events This number includes events provided exclusively by CID & events where CID participated with other department personnel.

**15** WHBL Radio Show Fraud Presentations by Detective Edson

**10** Human Trafficking meetings with the County by Detective Kehoe

**2** Human Trafficking outreach events by Detective Kehoe

**2** Fraud Presentations for the community by Detective Edson

**CRIMINAL INVESTIGATION DIVISION**

CID BENCHMARKS BY YEAR	2016	2017	2018	2019	2020
CASES ASSIGNED TO CID	N/A	755	1,160	991	1,084
SEX OFFENDER WAIVER BACKGROUND INVESTIGATIONS	47	87	77	68	37
CHILD INTERVIEWS AT THE CHILD ADVOCACY CENTER	N/A	48	42	84	77
FORENSIC PHONE DOWNLOADS	580	373	693	992	N/A
OPEN RECORDS REQUESTS FOR DIGITAL FILES	N/A	121	262	197	142
DISCOVERY REQUESTS FOR DIGITAL EVIDENCE	N/A	747	1,321	1,326	1,216
TOTAL # OF PROPERTY AND EVIDENCE ITEMS LOGGED INTO THE SPD PROPERTY ROOM	N/A	3,594	3,525	3,680	3418
TOTAL # OF PROPERTY AND EVIDENCE ITEMS PURGED OR RETURNED	N/A	2,492	1,545	2,197	3104
ITEMS PROCESSED AT THE CRIME LAB	524	554	423	577	427
OUTREACH EVENTS	N/A	110	105	31	29

**CRIMINAL INVESTIGATION DIVISION**

### Breakdown of the Cases Assigned to CID

Total	334
Cleared by Arrest	98
Closed	64
Active	89
Inactive	25
Situation Resolved	29
Unfounded	8
Information Only (Intel)	3
Referred to Other Agency	3
Void	10
Other	5

**Cleared by Arrest:** An investigation resulting in at least one arrest.

**Closed:** An investigation that is closed with no arrests.

**Active:** Currently assigned and under investigation.

**Inactive:** A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

**Situation resolved:** A case in which law enforcement assisted in resolving in incident, no arrests made, no additional investigation anticipated.

**Unfounded:** A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

**Information:** A report used to compile information, often criminal intelligence.

## CRIMINAL INVESTIGATION DIVISION

### Breakdown of the Cases Assigned to School Resource Officers

<b>Total</b>	<b>750</b>
Cleared by Arrest	227
Closed	97
Active	30
Inactive	29
Situation Resolved	334
Unfounded	1
Referred to Other Agency	2
Void	9
Other	21

**Cleared by Arrest:** An investigation resulting in at least one arrest.

**Closed:** An investigation that is closed with no arrests.

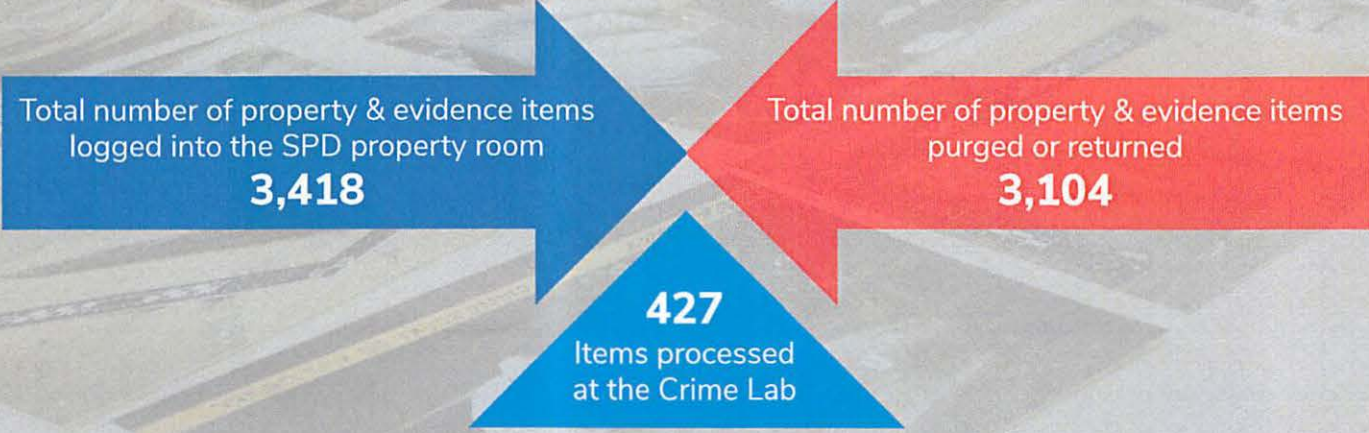
**Active:** Currently assigned and under investigation.

**Inactive:** A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

**Situation resolved:** A case in which law enforcement assisted in resolving in incident, no arrests made, no additional investigation anticipated.

**Unfounded:** A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

**Information:** A report used to compile information, often criminal intelligence.



**CRIMINAL INVESTIGATION DIVISION**

## The MEG Unit



Illegal drugs seized in 2020 included THC, Meth, Cocaine, Heroin and Fentanyl.



## PATROL DIVISION

Captain James Veerer

The Patrol Division is the largest division within the police department and typically is the first to respond to a call for service. An officer responds to various types of calls, such as, accidents, domestic disturbances, medical emergencies, neighbor trouble and burglaries, to name a few. The uniformed officer is the face of the department and public perception is built on the quality of service that occurs during these brief encounters. The Division strives to represent our values; professionalism, integrity, accountability, competence, leadership and teamwork.

In 2020, national events resulted in officers of the Sheboygan Police Department joining members of our community on many occasions both to support peaceful marches and demonstrate community solidarity. In addition, the COVID pandemic presented the challenge of limiting community engagement, however alternatives were developed to stay connected through social media and safe, organized events. The community demonstrated their appreciation for members of the department on many occasions through supportive words and culinary gifts.

The Division remains ever vigilant in addressing crime and disorder by using crime software and professional experience to determine deployment strategies. The decrease in accidents is a result of the patrol division educating the public, targeting certain traffic violations in specific accident prone locations, and the reduction in traffic volume related to the pandemic. While strategies are incorporated, patrol members continue to ensure specialized services are available when needed, such as, the Emergency Response Team, K-9 Unit, Accident Reconstruction Unit, Street Crimes Unit and Honor Guard.



The Patrol Division along with the MEG Unit provided a Fall Landlord-Tenant training session organized by the City Planning Department. The event stresses responsible ownership of rental properties.



The Police Department adapted to no in-person court proceedings due to COVID restrictions by establishing 4 locations within the police department to conduct virtual attendance of officers.



The Patrol Division participated in the National "Move Over" campaign. This highlighted safely moving over to protect emergency workers.



National Events resulted in officers of the Sheboygan Police Department joining members of our community on many occasions both to support peaceful marches and demonstrate community solidarity.



The Patrol Division launched the "Front Plate" Initiative to educate the community on the requirement of a front plate and how it thwarts crime. The effort involved a 15-day grace period to correct the violation and avoid a citation.



Police personnel administered 25 nasal based Narcan doses for medical related calls in 2020. This was a 357% increase from 2019.

## PATROL DIVISION



The Police Department conducted narcotic investigations that resulted in the seizure of \$16,165 and one vehicle.



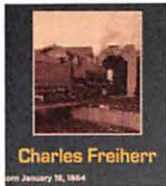
The Police Department participated in National Drug Take Back Day in Fall of 2020 in order to support responsible disposal of narcotics. 2500 pounds were collected in Sheboygan County. Wisconsin was ranked Number One in the nation for collection and disposal ahead of both California and Texas.



The Police Department conducted 16 hours of supervisory training on Internal Investigations. This involves the investigation of citizen complaints and workplace expectations of officers.



The Emergency Response Team upgraded equipment with the purchase of sixteen (16) First Response respirator masks.



The Police Department established a permanent memorial within the department recognizing Charles Freiherr and Ted Hustings who died in the line of duty.

# PATROL DIVISION

## BEAT OFFICERS

The Beat Officer Position was created in 2016 and consists of two officers specifically assigned to identified neighborhoods on the North and South side of the city. The Beat Officers engage in outreach activities to build relationships, form partnerships, identify and solve problems. Beat Officers develop plans and activities that decrease the impact of problems within the neighborhood, lead to a decrease in crime and increase social cohesion and collective efficacy within the Neighborhood. By working in a collaborative manner, they develop solutions that are specific to the neighborhood.

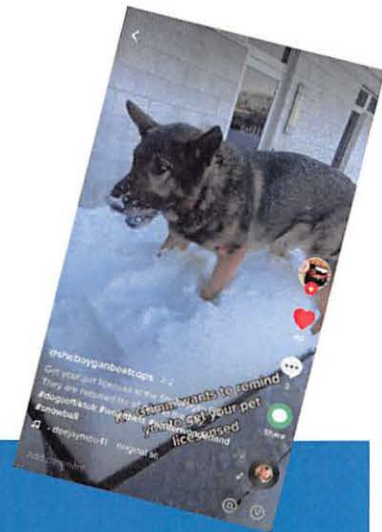
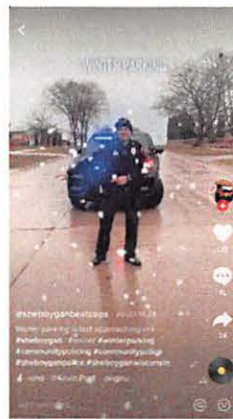
The Beat Officers are a resource and support neighborhoods who are seeking to be recognized formally – this year Kuehne Park, Franklin Park and The Flats all achieved this goal. In addition to supporting neighborhoods, Beat Officers address quality of life issues, focusing on voluntary compliance. In 2020, Beat Officers addressed 132 abandoned autos and 97 ordinance violations. Also, with the assistance of DPW and city residents, 18.82 tons of garbage and large items were collected and disposed of throughout the City at Neighborhood clean-ups.

In addition to focusing on Neighborhoods, Beat Officers work collectively with other people and organizations to have and create positive outcomes within our community.

PATROL DIVISION

## BEAT OFFICERS

As communication styles and trends change, officers must find new and creative ways to engage with the public and to reach all generations. 2020 saw the rise of TikTok as a common way for teens and young adults to communicate and share information. The Beat Officers created the Sheboygan @sheboyganbeatcops TikTok account to share fun videos and also educate the public on a variety of topics. These included winter parking, fraud, front license plate enforcement, and OWI's. The effort resulted in more than 8000 viewings and is becoming a community favorite.



PATROL DIVISION

Conducted  
**3,455**  
Traffic Stops

**2,611**  
citations issued

**2,107**  
warnings issued

**6,098** parking citations issued

**1,406** city ordinance citations issued

**1,077** nuisance complaints investigated

Responded to  
**402**  
alarms

**670**  
abandoned vehicle  
complaints investigated

**118**  
abandoned vehicles  
towed

Detained & Filed Emergency Detention Commitments on 101 individuals.

**PATROL DIVISION**

PATROL BENCHMARKS BY YEAR	2016	2017	2018	2019	2020
TRAFFIC STOPS	4,234	6,157	5,270	4,937	3,455
TRAFFIC CITATIONS	3,440	4,669	4,509	3,924	2,611
TRAFFIC WARNINGS	2,879	3,769	2,938	3,332	2,107
PARKING CITATIONS	9,842	10,476	9,032	7,840	6,098
CITY ORDINANCE CITATIONS	1,827	1,524	1,722	1,728	1,406
NUISANCE COMPLAINTS	1,069	1,456	1,690	1,167	1,077
ABANDONED VEHICLE COMPLAINTS	526	904	761	980	670
ABANDONED VEHICLES TOWED	100	146	179	192	118
ALARMS	512	519	470	493	402
EMERGENCY DETENTION COMMITMENTS	148	161	121	110	101

## PATROL DIVISION



## INFORMATION SERVICES

Cassandra Wohlgemuth

Information Services at the Sheboygan Police Department consists of the following positions: 1 Administrative Assistant/Office Supervisor, 1 Crime Analyst, 1 Time Agency Coordinator, 2 Department Secretaries, 7 Records Specialist Clerks, 1 PT Records Specialist Clerk, 1 LTE (limited term employment) Records Specialist Clerk.

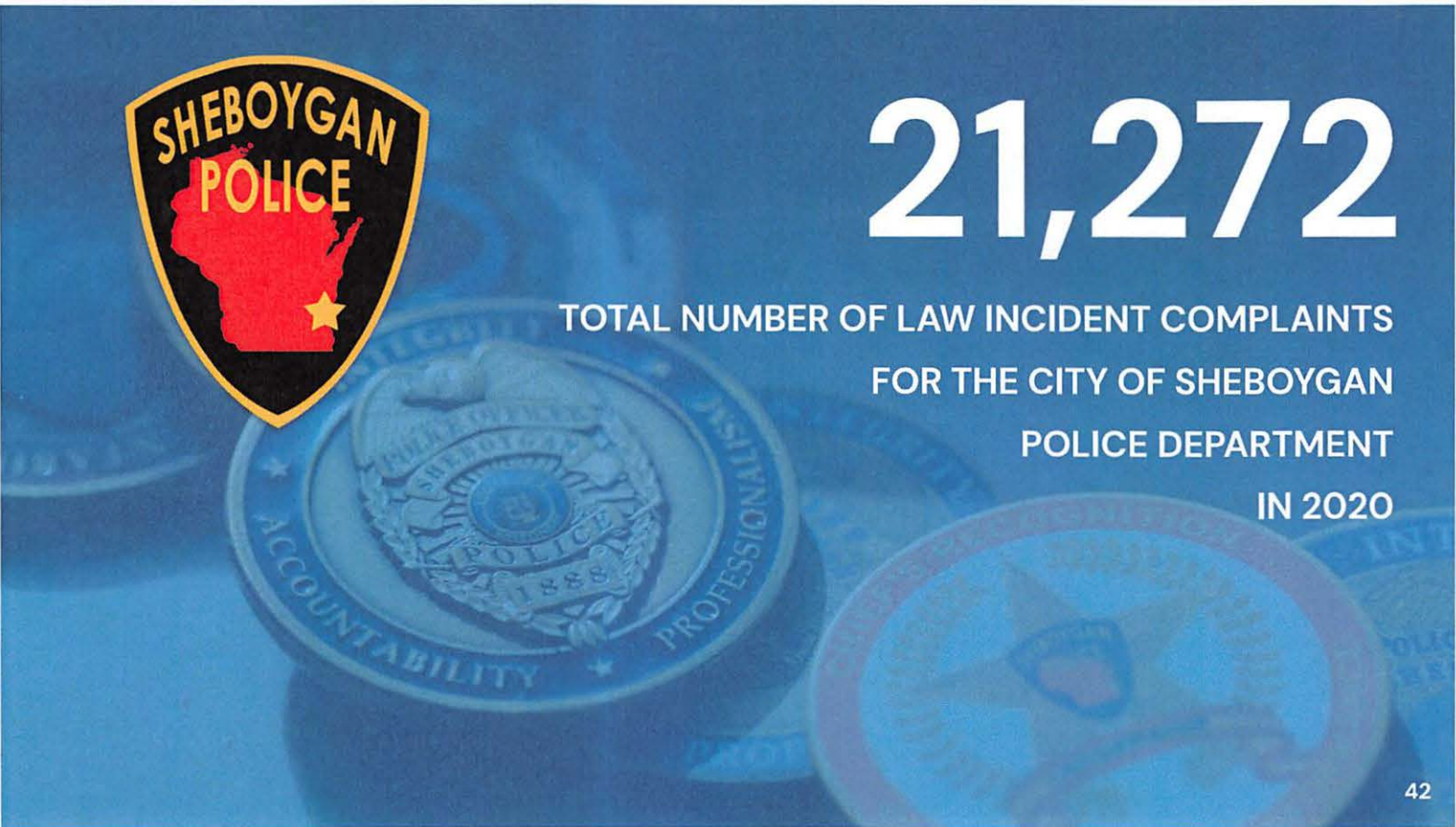
The civilian staff are the foundation of the department and provide support to all levels of the department. Without their competence, leadership and attention to detail, processes and service to our citizens would come to a halt. The civilian staff is very proud to provide excellent service to the department and citizens of Sheboygan.

The following slides contain statistical data compiled by the Crime Analyst.



# 21,272

TOTAL NUMBER OF LAW INCIDENT COMPLAINTS  
FOR THE CITY OF SHEBOYGAN  
POLICE DEPARTMENT  
IN 2020



**Part I Crimes**

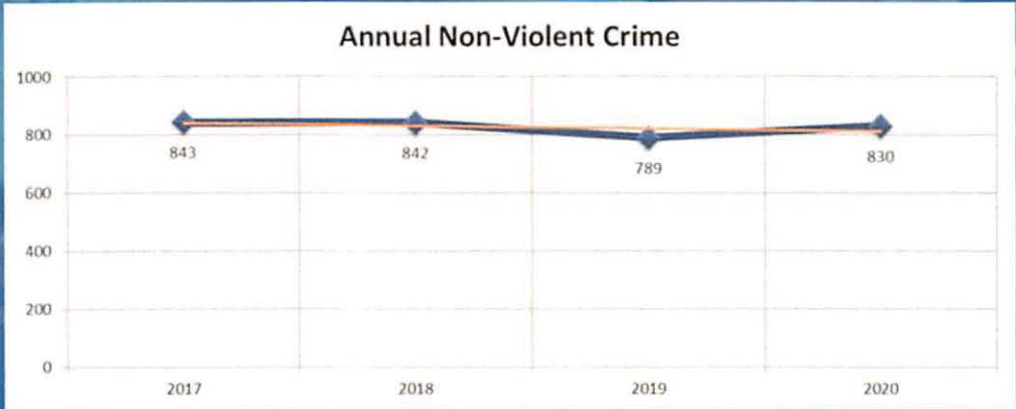
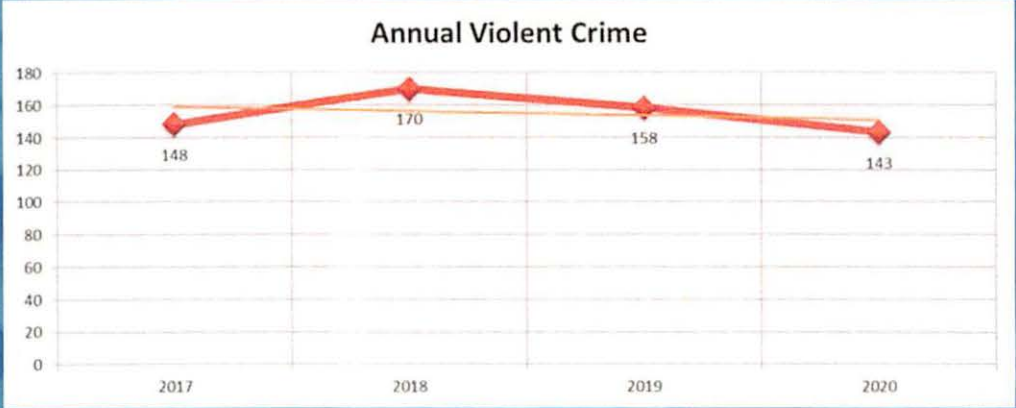
	2009 UCR	2010 UCR	2011 UCR	2012 UCR	2013 UCR	2014 UCR	2015 UCR	2016 UCR	2017 NIBRS	2018 NIBRS	2019 NIBRS	2017-2019 Avg	2020 NIBRS
Homicide	2	1	0	3	1	1	0	1	0	0	1	0	2
Rape	18	20	16	19	20	20	22	20	27	14	33	25	20
Robbery	28	22	26	21	14	17	14	10	12	10	10	11	14
Agg. Assault	51	69	94	126	97	116	124	100	109	146	114	123	107
<i>Violent</i>	<b>99</b>	<b>112</b>	<b>136</b>	<b>169</b>	<b>132</b>	<b>154</b>	<b>160</b>	<b>131</b>	<b>148</b>	<b>170</b>	<b>158</b>	<b>159</b>	<b>143</b>
Burglary	312	216	231	262	187	161	128	119	92	90	89	90	96
Theft	1,539	1,234	1,166	1,212	1,023	1,082	991	908	706	719	678	701	689
MV Theft	49	44	50	42	31	24	31	36	33	25	19	26	35
Arson	7	3	6	5	6	12	4	5	12	8	3	8	10
<i>Non-Violent</i>	<b>1,907</b>	<b>1,497</b>	<b>1,453</b>	<b>1,521</b>	<b>1,247</b>	<b>1,279</b>	<b>1,154</b>	<b>1,068</b>	<b>843</b>	<b>842</b>	<b>789</b>	<b>825</b>	<b>830</b>
<b>Total Part I</b>	<b>2,006</b>	<b>1,609</b>	<b>1,589</b>	<b>1,690</b>	<b>1,379</b>	<b>1,433</b>	<b>1,314</b>	<b>1,199</b>	<b>991</b>	<b>1,012</b>	<b>947</b>	<b>984</b>	<b>973</b>

In 2017, the SPD transitioned from reporting crime in the Uniform Crime Reporting format to the National Incident-Based Reporting System Format. The NIBRS reporting includes up to 10 offenses per incident, provides detail on the context of crime, improves understanding on multi-offense incidents and collects data on 52 crimes across 24 offense categories.

3 Year Average									
Part 1 Crimes	Homicide	Rape	Robbery	Agg. Assault	Burglary	Theft	MV Theft	Arson	Total Part 1 Crimes
2020	2	20	14	107	96	689	35	10	973
3 Year Average	0	25	11	123	90	701	26	8	983
Difference	Increase	-20%	27%	-13%	7%	-2%	35%	25%	-1%

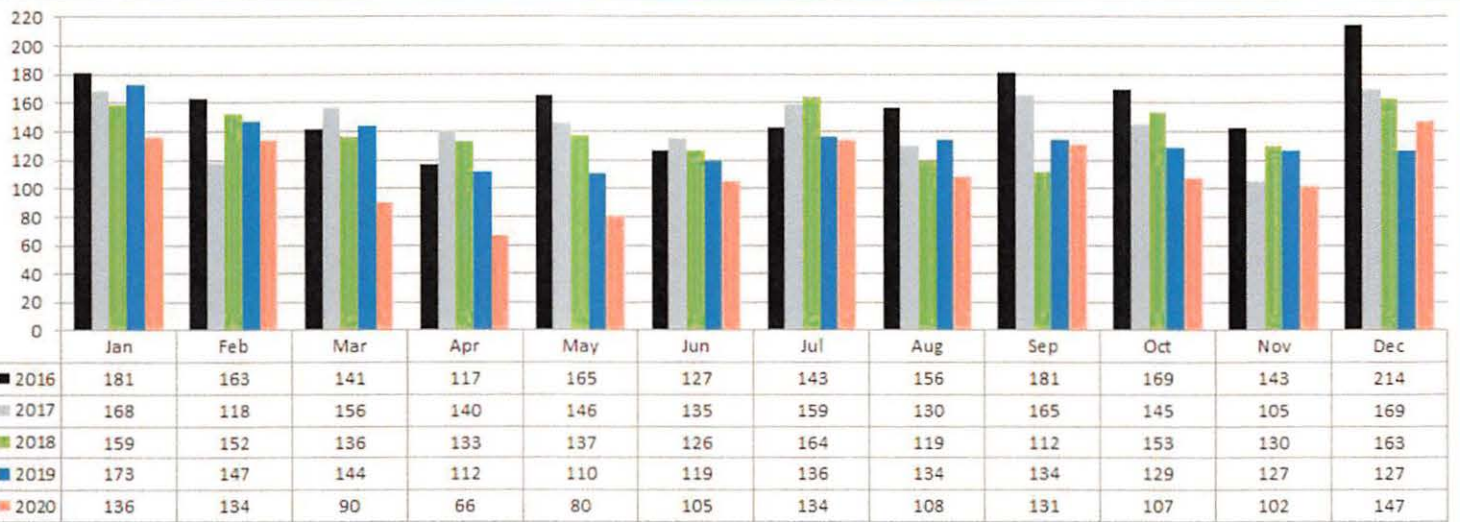
2020 Goals - Violent Crime				
Offenses	Goal	Actual	Difference	Percent
Homicide	0	2	2	Increase
Rape	20	20	0	0%
Robbery	15	14	-1	-7%
Agg. Assault	100	107	7	7%
Total	125	143	18	14%

2020 Goals - Property Crime				
Offenses	Goal	Actual	Difference	Percent
Burglary	100	96	-4	-4%
Theft	900	689	-211	-23%
MV Theft	30	35	5	17%
Arson	5	10	5	100%
Total	1,050	830	-220	-21%

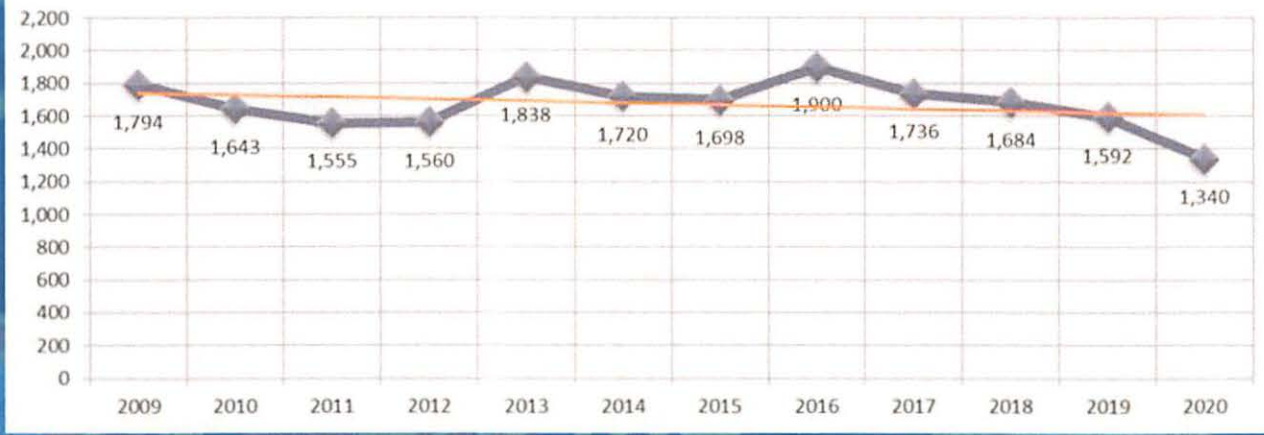


## Traffic Accident Data

<b>2019 Total</b>	1,592	<b>2020 Total</b>	1,340	<b>Difference</b>	-252	<b>Percent</b>	-16%
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### Annual Traffic Accidents



A photograph of a community outreach event. In the foreground, a person in a white t-shirt with a logo and a red vest is handing a coffee cup to another person. In the background, several other people are visible, some wearing red vests and face masks. A large, detailed sculpture of a person is on the right side of the image. The overall scene is outdoors and appears to be a public gathering.

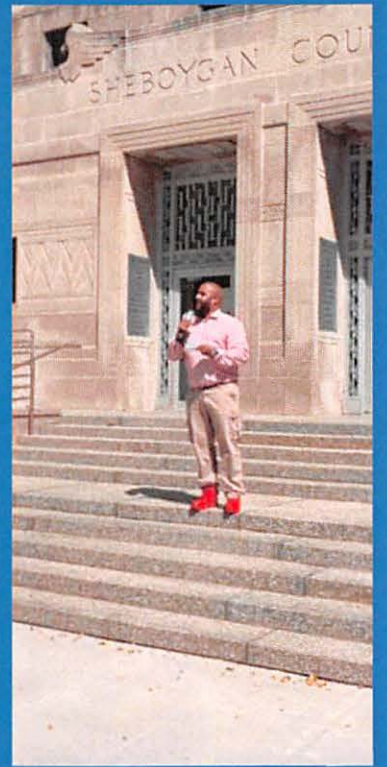
# Community Outreach

Partnering together to make our city the best it can be.

# Black-American Community Outreach Unity Walk

2020 was an especially important year for the SPD and the community we serve to come together.

Black-American Community Outreach organized and invited us to participate in a Unity walk in downtown Sheboygan on August 30, 2020. It was a chance to come together and build bridges of friendship.



## Community BBQs



In the fall of 2020, four Community BBQs were put on through a partnership with the City of Sheboygan, the Sheboygan Police Department and Black-American Community Outreach, along with generous donations from several other community partners. The barbecues were held at Sheridan Park, Camelot Manor Apartments, King Park and End Park. Hundreds of local residents from all backgrounds came together with the idea that we are "Better Together than Divided." Special Thanks to Miesfeld's Triangle Market, Tietz's Piggly Wiggly, Lakeside Pepsi and Art's BBQ.

## Community BBQs



"Better Together than Divided"

## Making the Grade

Making the Grade was a collaborative effort between King Park Neighborhood Association Sheboygan, Franklin Park, the Flats and Indiana Corridor Neighborhood along with the City of Sheboygan – City Hall and the Sheboygan Police Department. New clothing and hygiene items were collected and presented to Longfellow Elementary School.

Throughout the year students identified by Longfellow Elementary staff are provided with new clothing to keep. Their old clothes are collected and washed at Longfellow and then returned to them clean.

As a community we recognize that success in early education leads to success in the future. For many children having new or clean clothes can help increase self-esteem and confidence leading to better behavior, attendance, and academic success.



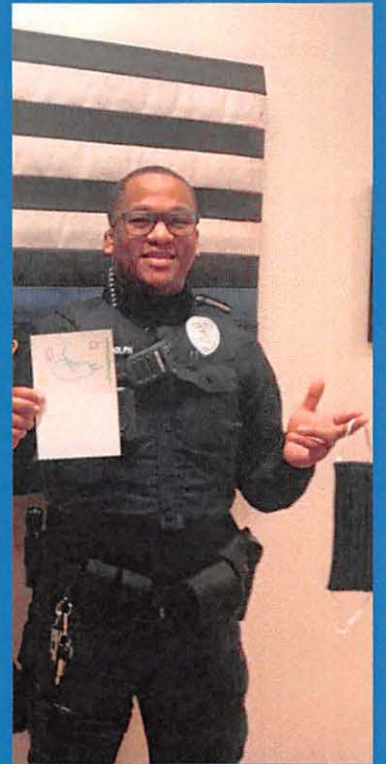
## Triple Nickel Post 555 American Legion Trunk or Treat



Officers took part in the Triple Nickel Post 555 American Legion Trunk or Treat event on October 31st, 2020. Officer Randolph, Officer Deutsch, CSO Stoelb and Tina had a great time handing out some yummy treats and really enjoyed decorating a couple cars for the day! The SPD was happy to help the kids in our community enjoy a safe and happy Halloween!

## 2020 Community “Inreach”

2020 was a year of turbulence, unrest and disease making it difficult for us to have some of our usual outreach events. In the midst of the strangeness, we noticed that our wonderful community turned that around on us and responded with overwhelming amounts of “inreach.” Every person and business that showered us with support and goodies can’t be mentioned but we’d like to share some of the pictures. A big thank you to the citizens of Sheboygan for your support and generous donations to help us keep going physically and mentally.



## Community "Inreach"



## Community "Inreach"



## Community "Inreach"



## Community “Inreach”



Once again, a big thank you to the citizens of Sheboygan for your support and generous donations. Together we made it through 2020 and we look forward to serving our community throughout 2021.

# Celebrating Success

The 2020 Sheboygan Police  
Benevolent Association  
Service Awards



2020 Sheboygan  
Police  
Benevolent  
Association  
Service Awards



The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.



**Civilian Employees of the Year:**

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



Troy Stahl



Dave Daniels

**Police Officer of the Year:**

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.



Officer Israel Deutsch

2020 Sheboygan  
Police  
Benevolent  
Association  
Service Awards



**Meritorious Service  
Award:**

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.



Sgt. Alex Jaeger



Sgt. Chris Stephen



Detective Paul Olsen

**Citizen's Distinguished Service Award:**

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

Not Pictured:

**Kennadi Kehoe**

2020 Sheboygan  
Police  
Benevolent  
Association  
Service Awards



Officer Bryan Pray

**Community Engagement Award:**

Presented to individuals who demonstrated outstanding performance in community outreach and engagement and recognize initiatives which show potential for long-term impact on the community and its relationship with the Sheboygan Police Department.

**Life Saving Award:**

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.



Sgt. Alex Jaeger

# Thank you

For your support in 2020

Miesfeld's Triangle Market

Tietz's Piggly Wiggly

Lakeside Pepsi

Art's BBQ

Sheboygan Cancer and Blood Specialists

Bullard Children's Dentistry

Freaktoyz

Patricia Amodeo

# Thank you



For your support of the SPD K9 Fund

Lakeshore Screen Printing  
Sargento Foods  
Northern Bay Pizza, LLC (Papa John's)  
The General Public  
James Madison Elementary School Student Council  
Tory and Mark Stenske  
Thomas and Johnette Van Haveren  
Julie and Jim Kely  
Raw Dawg  
Sheboygan Chevrolet  
Laura Herzog  
Vidya K. Stolz

Magic Car Wash  
Marjorie Giesen  
John and Anne Woepse  
Virginia Radtke  
Rick and Keren Gorr  
Vincent and Kathleen Shircel  
Michael and Terri Barber  
Kathleen Siech and the late Edwin Siech  
Sheboygan Chevrolet  
Susan KA De Shazer  
Elizabeth Krause  
Theodore Bergstrom




# SPD ANNUAL REPORT 2020

The Sheboygan Police Department's 2020 Annual Report was produced by Cassandra Wohlgemuth and Cal Stoffel.

Special thanks to all those who submitted information to make this report possible and to Detective Paul Olsen for many of the beautiful photos.

Sheboygan Police Department  
1315 N. 23rd Street, Suite 101  
Sheboygan, WI 53081  
sheboyganpolice.com



 @Sheboygan\_PD



The SPD utilizes the following social media venues to disseminate information to the public, Nixle, Twitter, Nextdoor, Facebook and YouTube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. March 15, 2021.

Your Committee to whom was referred R. O. No. 162-20-21 by Fire Chief  
submitting the Annual Report for City of Sheboygan Fire Department for the  
year 2020; 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

3.11

R. O. No. 162 - 20 - 21. By FIRE CHIEF. March 1, 2021.

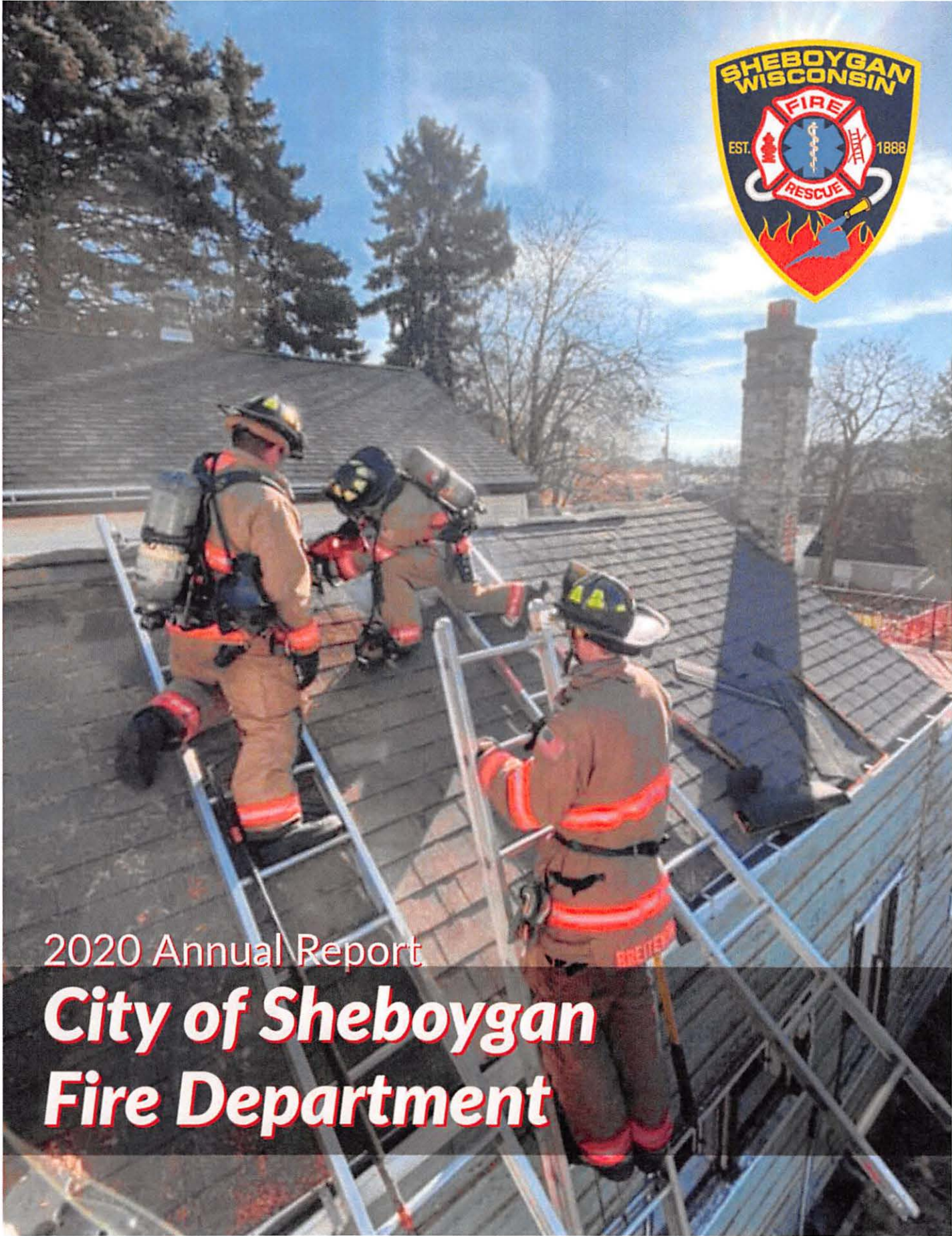
Submitting the Annual Report for City of Sheboygan Fire Department for the year 2020.

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recfile*



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FIRE CHIEF



2020 Annual Report

# **City of Sheboygan Fire Department**



# MESSAGE FROM THE FIRE CHIEF

As I look back on 2020 and how the COVID-19 virus impacted everyone across the world, I am grateful to be able to continue working alongside all the men and women who go above and beyond in providing the highest level of service to our community. Many precautions were implemented to the services we provide in order to keep our personnel and community members safe when dealing with potential COVID concerns.

I am pleased to present the Sheboygan Fire Department's 2020 Annual Report for your review, which provides a summary of the activities and achievements of our members, as well as some five-year statistical comparisons.

Here are some of the 2020 accomplishments:

- We saw a slight drop in our overall call volume from last year and responded to over 5,600 calls for service out of our five fire station locations.
- We implemented a new county numeric system for our chiefs and response vehicles. This standardized our radio identifiers in the same manner as many other county fire departments.
- Due to retirements, we promoted several individuals to the ranks of Battalion Chief, Captain, and Lieutenant.
- Major renovation of our Station 2 roof and apparatus bay was completed.
- We took receipt of three explorers to be utilized as chief response vehicles for the fire chief and two assistant chiefs.
- Our administrative chiefs began meeting with the Village of Kohler, Town of Sheboygan and Town of Wilson fire chiefs to continue to develop a cooperative working relationship in order to provide the best service to the people we serve throughout our communities.

All members of the Sheboygan Fire Department continue to dedicate themselves in providing the highest level of care to all those we serve. On behalf of the entire Sheboygan Fire Department, thank you for taking the time to review our annual report.

Respectfully,



City of Sheboygan Fire Chief Eric Montellano  
SFD Established 1888



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- 1 MESSAGE FROM THE FIRE CHIEF
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- 21 EQUIPMENT & APPARATUS
- 22 EMERGENCY MEDICAL SERVICES
- 24 TRAINING
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**COURAGE | HONOR | INTEGRITY**

## ABOUT THE FIRE DEPARTMENT

### The Beginning

Our city has a strong history of dedication to fire suppression and safety dating back to its first volunteer firefighting organization in the mid-1800s. In 1888, permanent organization of the fire department was recommended and Sheboygan had its first paid hose company.



### Police & Fire Commission

The Board of Police and Fire Commissioners has the power to appoint the Police and Fire Chiefs and to approve all promotions and appointments made by the chiefs. The commissioners are responsible for the hiring of all new police and fire personnel. The commission also reviews complaints. Commissioners receive appointment from the Mayor.

**President** Robert Lettre

**Secretary** Andrew Hopp

**Commissioner** Larry Samet

**Commissioner** Jeanne Kliejunas

**Commissioner** Gerald Jones



## CONTACT INFORMATION

### EMERGENCY

Dial 9-1-1

### FIRE DEPT. HQ

Station 3

1326 N 25 St, Sheboygan, WI 53081

Non-Emergency/Business Line

(920) 459-3327

### PUBLIC INFO. & MEDICAL RECORDS

(920) 459-6431

### WEBSITE

SheboyganWI.Gov/  
departments/fire-department

### FACEBOOK

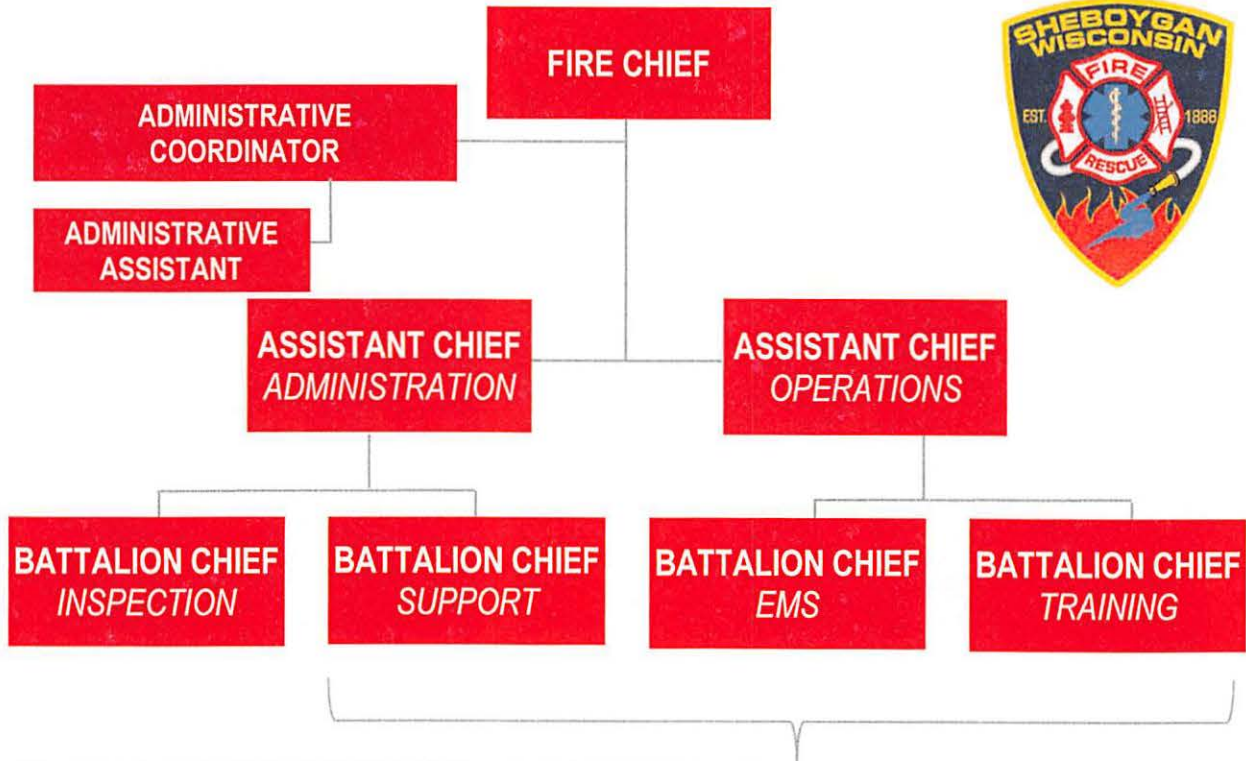
@SheboyganFireDepartment

# OUR MISSION

THE SHEBOYGAN FIRE DEPARTMENT IS DEDICATED TO SERVING ALL WHO LIVE, VISIT, WORK AND INVEST IN THE CITY OF SHEBOYGAN THROUGH EXCELLENCE IN FIRE PROTECTION, RESCUE, EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES, CODE ENFORCEMENT, AND EDUCATION, AND AT THE HIGHEST PROFESSIONAL LEVEL IN A COMPASSIONATE, ETHICAL, AND COST EFFECTIVE MANNER.



# ORGANIZATIONAL CHART



3 SHIFTS EACH COMPRISED OF THE FOLLOWING:

STATION 1	STATION 2	STATION 3	STATION 4	STATION 5
LIEUTENANT	LIEUTENANT	CAPTAIN	LIEUTENANT	LIEUTENANT
FIRE EQUIPMENT OPERATOR	FIRE EQUIPMENT OPERATOR	FIRE EQUIPMENT OPERATOR	FIRE EQUIPMENT OPERATOR	FIRE EQUIPMENT OPERATOR
FIREFIGHTER/ PARAMEDICS	FIREFIGHTER/ PARAMEDICS	FIREFIGHTER/ PARAMEDICS	FIREFIGHTER/ PARAMEDICS	FIREFIGHTER/ PARAMEDICS

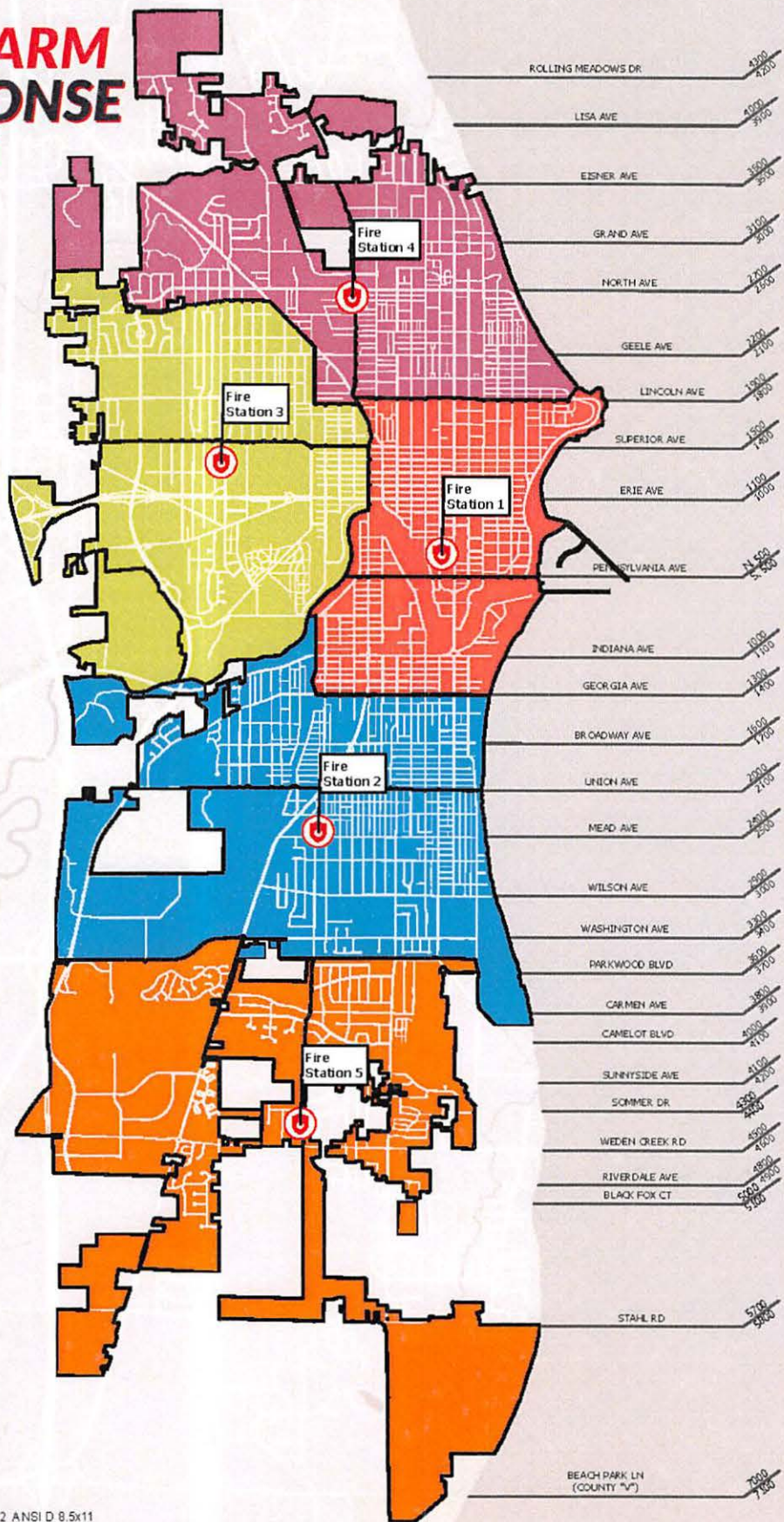
## 75 TOTAL PERSONNEL



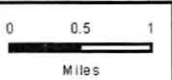
# SERVICES PROVIDED

- FIRE SUPPRESSION AND RESCUE
- ROPE RESCUE
- EXCAVATION RESCUE
- CONFINED SPACE RESCUE
- WATER/ICE RESCUE
- AUTOMOBILE AND INDUSTRIAL EXTRICATION
- EMERGENCY MANAGEMENT
- ADVANCED LIFE SUPPORT RESPONSE
- FIRE SAFETY BUILDING INSPECTIONS
- SMOKE ALARM INSTALLATIONS
- CODE ENFORCEMENT
- BUILDING PLAN REVIEW
- FIRE SAFETY TRAINING FOR BUSINESSES
- MEDICAL TRANSPORTS
- PUBLIC SERVICE/ASSISTANCE
- HAZARDOUS MATERIALS RESPONSE
- SCHOOL FIRE SAFETY EDUCATION
- SPECIAL EVENT STANDBY
- FALL PREVENTION REFERRALS

# SINGLE ALARM FIRE RESPONSE DISTRICTS



- Station 1
- Station 2
- Station 3
- Station 4
- Station 5



Map Name: Fire 1  
Layout Name: Fire 2 ANSI D 8.5x11  
Project Name: Fire Department Projects

Esri. HERE

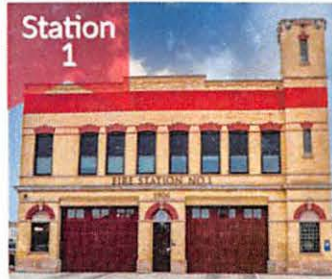




# ABOUT OUR STATIONS



**24/7  
Staffing**



833 New York Ave  
**Engine 1861 | Med 1851**  
Lieutenant | FEO  
3 Firefighter/Paramedics



2413 South 18 Street | **Engine 1862 | Med 1852**  
Lieutenant | FEO | 3 Firefighter/Paramedics



2622 North 15 Street | **Engine 1864 | Med 1854**  
Lieutenant | FEO | 2 Firefighter/Paramedics

## DEPARTMENT HEADQUARTERS

1326 North 25 Street | **Engine 1873 | Med 1853**  
Shift Battalion Chief | **Battalion 18**  
Shift Captain | 4 Firefighter/Paramedics

Administration (Business Hours/ On-Call):  
Non-Emergent Office: (920) 459-3327  
Fire Chief | 2 Asst. Fire Chiefs  
Battalion Chief of Fire Prevention  
Admin. Coordinator | Admin. Assistant






4504 South 18 Street | **Engine 1865**  
Lieutenant | FEO | Firefighter/Paramedic

\*FEO stands for Fire Equipment Operator.



# 5,663 TOTAL RESPONSES

## INCIDENT TYPES

		
<b>82</b> FIRES	<b>4,321</b> RESCUE & EMS	<b>1,260</b> NON FIRES

## CALL PERCENT PER STATION

STA. 1 28.6%	STA. 4 18.1%
STA. 2 17.9%	STA. 5 9.5%
STA. 3 24.7%	OUT OF CITY 1.2%

## OVERLAPPING INCIDENTS

**42.5%**

THIS REPRESENTS THE PERCENTAGE OF TOTAL CALL REQUESTS FOR THE FIRE DEPARTMENT WHILE ANOTHER CALL OR MULTIPLE CALLS WERE ALREADY IN PROGRESS.



## Highlights

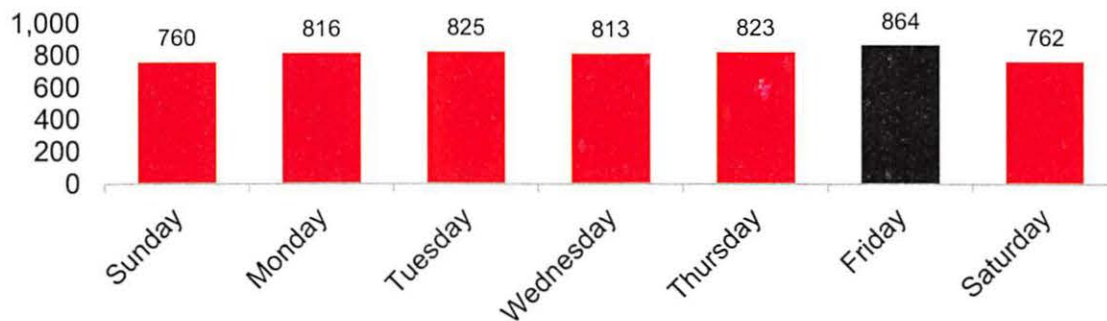
The SFD had 5,663 calls for service in 2020. Of those calls, 76% were for Rescue & EMS services.

Statistically, the busiest day of the week was Friday and the busiest time was 10AM-11AM and 12PM-1PM.

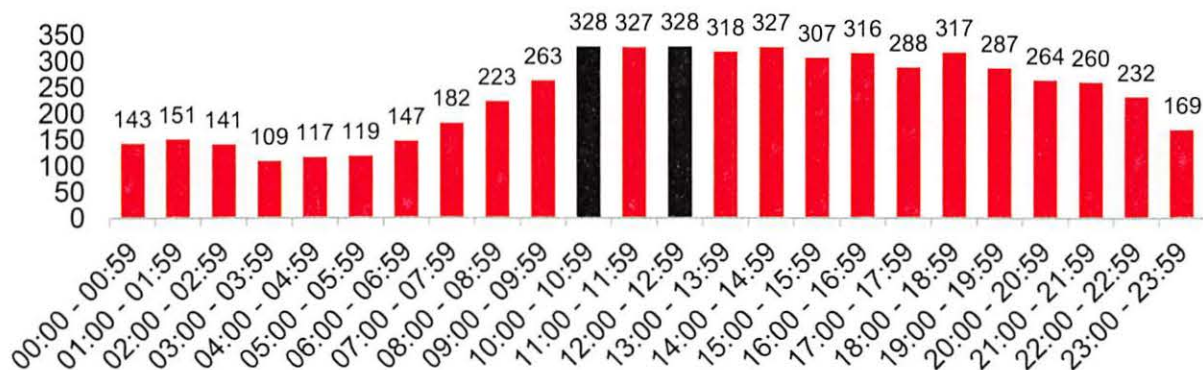
However, there is no specific trend in the distribution of calls by day of week or time and it is important to note that incidents occur at all times.

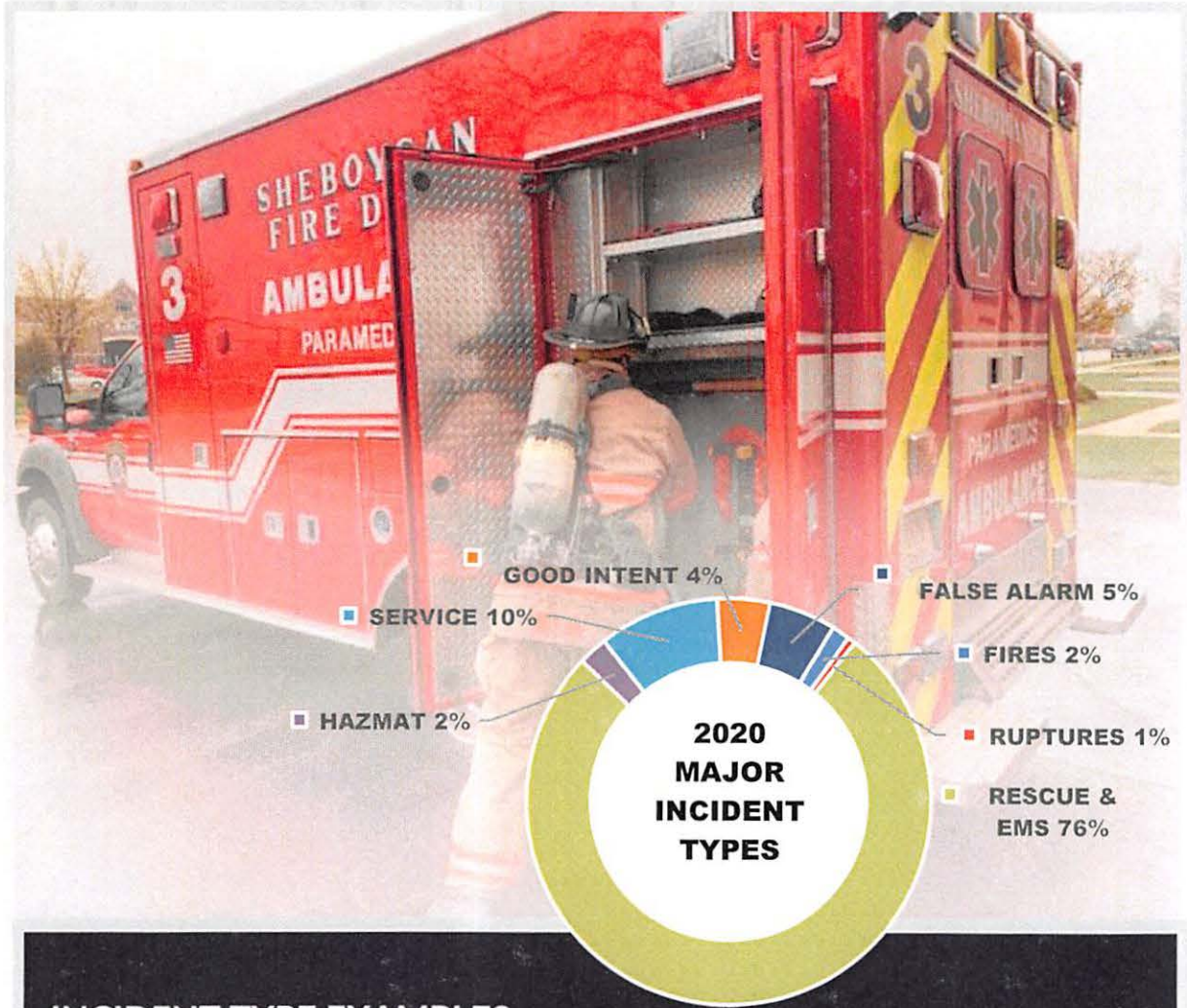
Station 1, located downtown, was the busiest station with 28.6% of total call volume.

### Calls by Day of Week



### Calls by Time of Day





### INCIDENT TYPE EXAMPLES

**RESCUE & EMS:** Medical assist, accident with injuries, water rescue

**HAZMAT:** Gas leak, carbon monoxide, power line down

**SERVICE:** Lock-out, animal rescue, unauthorized burning

**GOOD INTENT:** Smoke scare, dispatched & canceled en route

**FALSE ALARM:** Alarm malfunction/unintentional

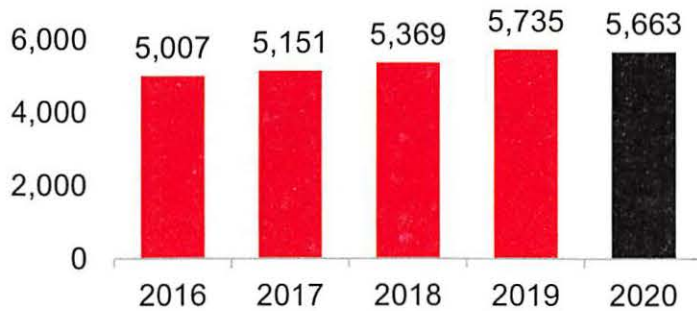
**WEATHER RELATED:** Wind storm, tornado

**FIRES:** Building fire, passenger vehicle fire, trash fire

**RUPTURES:** Excessive heat, scorch burns with no ignition

# 5-Year Comparison

## TOTAL INCIDENTS



In 2020, the total call volume decreased slightly. This is primarily due to the COVID pandemic and the Stay-At-Home orders in place throughout Wisconsin.

INCIDENT TYPES	2016	2017	2018	2019	2020	GOAL
FIRES	138	125	94	89	82	< 90
RESCUE & EMERGENCY MEDICAL SERVICE	3,931	3,959	4,220	4,516	4,321	4,300
NON-FIRES	938	1,077	1,055	1,130	1,260	1,000

INCIDENT COUNT PER STATION	2016	2017	2018	2019	2020	GOAL
STATION 1	1,507	1,549	1,560	1,556	1,620	1,550
STATION 2	965	987	1,063	1,130	1,016	1,100
STATION 3	1,212	1,309	1,417	1,422	1,400	1,400
STATION 4	785	814	818	1,043	1,026	1,000
STATION 5	509	451	474	543	533	500
OUT OF CITY	29	51	37	43	68	10

EFFICIENCY	2016	2017	2018	2019	2020	GOAL
EMS AVG. RESPONSE TIME (360 SECONDS)	N/A	N/A	N/A	N/A	89%	90%
FIRE AVG. RESPONSE TIME (380 SECONDS)*	N/A	83%	89%	88%	89%	90%

\*Fire response 380 seconds or less per National Fire Prevention Association standards

## 5-Year Comparision (Continued)

WORKLOAD	2016	2017	2018	2019	2020	GOAL
<b>INSPECTIONS</b>	1,860	1,880	1,926	1,987	2,179	1,926
<b>SCHOOL SAFETY PROGRAMS/</b>	183 / N/A	183 / 3,353	173 / 3,246	149 / 3,330	3,116	N/A
<b>PUBLIC EVENTS</b>	N/A	25	51	46	55	45
<b>STATION TOURS</b>	N/A	N/A	N/A	N/A	5	25
<b>NON-COMPLIANCE/ INSTALLED SMOKE ALARMS</b>	N/A	N/A	N/A	128 / 161	85 / 90	N/A
<b>FIRE TRAINING HOURS</b>	N/A	5,903	8,514	8,437	6,494	8,000
<b>EMS TRAINING HOURS</b>	N/A	2,697	1,969	2,314	2,275	2,100
<b>INVESTIGATIONS</b>	N/A	70	100	91	88	N/A

FIRE LOSS	2016	2017	2018	2019	2020	GOAL
<b>NUMBER OF INCIDENTS</b>	72	64	56	55	67	N/A
<b>PRE-INCIDENT VALUE</b>	N/A	N/A	N/A	N/A	\$70,450,745	N/A
<b>TOTAL PROPERTY LOSS</b>	\$846,192	\$273,985	\$630,000	\$373,100	\$458,010	N/A
<b>TOTAL CONTENT LOSS</b>	\$312,690	\$126,341	\$348,985	\$152,565	\$148,850	N/A
<b>TOTAL LOSS</b>	\$1,158,882	\$400,326	\$978,985	\$525,665	\$606,860	N/A
<b>AVERAGE LOSS</b>	\$16,095	\$6,255	\$17,481	\$9,557	\$9,057	N/A

EFFECTIVENESS	2016	2017	2018	2019	2020	GOAL
<b>RESIDENT SATISFACTION RATING</b>	98%	99%	99%	99%	99%	80%
<b>ISO RATING</b>	2	2	2	2	2	1

**Note:** Due to COVID and social distancing, school programs were moved to a new, virtual format; station tours were put on hold; and training hours decreased.

\*ISO (Insurance Services Office) rating is a classification of public fire-protection services. It evaluates how well-equipped a community is to handle fires. The best rating is Class 1.

Assistant Chief of Administration – Dean Klein



Hiring Process

The Sheboygan Fire Department (SFD) currently merges two unrelated avenues to develop a hiring list.

The first avenue is Fox Valley Technical College (FVTC). We have had a relationship with FVTC since approximately 2012. While we have great success using FVTC, the pool of candidates they provide us is being used by 15 departments in the Fox Valley area. This makes hiring candidates from this pool very challenging for all the departments.

The second avenue is an online job portal for positions within the public sector. We began using this service in 2019. This has introduced a broader applicant base. We have had applicants from as far away as Colorado.

In order to move forward in our process, the candidates have already taken several tests, which include a physical agility test (CPAT) and a personality dimension test.

Once we merge the two avenues, we invite those that meet our minimum criteria to

participate in an Assessment Center at our headquarters station, which includes assessment of patient care, conflict resolution skills, the fire truck ladder climb and other Firefighting/EMS knowledge.

After the Assessment Center, the candidates are evaluated by SFD staff members. All the test scores and ratings are used to evaluate the candidates. It is at this point we provide the Police & Fire Commission (PFC) a list of potential candidates we would like them to interview. Following this interview, it is the PFC that ultimately selects the final candidates who make our hiring list and the order in which they will be hired.

When we reach out to hire a candidate, they are given a conditional offer requiring them to participate in (and pass) a psychological test as well as a physical exam by our Occupational Health service. It is not until after they pass these final two tests that they are offered a position and assigned a swearing-in date.

2020 Appointments

Firefighter/Paramedic

May 26, 2020

Luke Lubner  
Zach Timreck



September 9, 2020

Patrick Gaines  
Steven Olig  
John Gerarden  
Reed Norris



# Promotions



**Battalion Chief  
Nic Noster**



**Captain  
Andy Quackenboss**



**Lieutenant  
Nick Hoepfner**



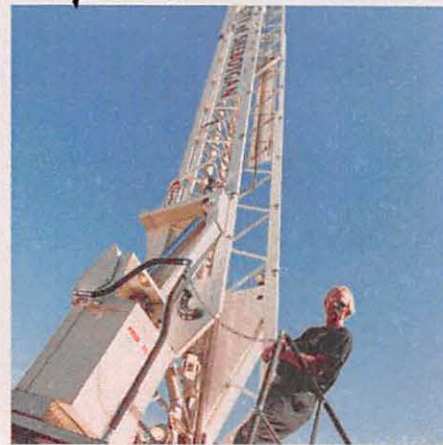
**Lieutenant  
Brian Freund**



**Lieutenant  
Adam Loose**



*Thanks to our retirees for their service!*



**Captain  
Tim Kohlheck  
OVER 30 YEARS**

(Pictured on left)



**FEO  
Dave VanEss  
OVER 30 YEARS**

**Battalion Chief of Inspection – Nic Noster**



**Fire Inspections**

The Sheboygan Fire Department works closely with the City's Building Inspection Department to assure that buildings are safe and up to National Fire Protection Association's (NFPA) Fire Safety Code.

In addition to safety compliance, annual fire inspections also serve as a way for firefighters to remain familiar with the buildings and business owners in their response areas, which aids in properly protecting the owner's interest in property and also public safety.

Annual inspections are conducted on properties with three family or more residential units, commercial/business, and mixed-use occupancies.

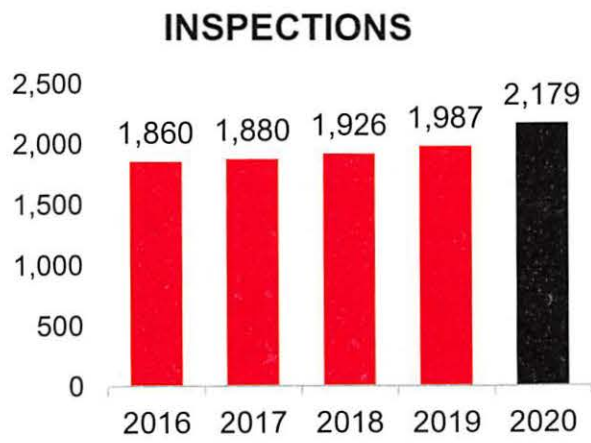
**Over 2,175 inspections were conducted this year. This is a 9% increase in the number of inspections performed.**



Fire inspections increased by 9% largely due to taking steps to establish a more formal follow-up and re-inspection program. The program also contains tools for developing pre-fire plans for a safer, more effective, and efficient response to a property should there ever be an emergency.

Often, members of the community reach out to the department with questions about our fire inspection program, what code violations the department inspects for, and what actions need to be performed to correct any violations.

On the following page are examples of common violations we observe and corrective actions that should be taken.



# COMMON VIOLATIONS



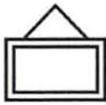
## **SMOKE ALARMS**

Smoke Detectors Save Lives! Any property with sleeping quarters is required to have smoke detectors on each floor of the property. Additional detectors may be required based on the layout of the property. In properties that the SFD inspects, these detectors must be tested and documented on an annual basis.



## **CARBON MONOXIDE DETECTORS**

Any property with sleeping quarters and fuel burning appliances (furnace, hot water heater, stove) is required to have a CO detector on each floor of the property.



## **EXIT SIGNS**

If the property is equipped with exit signs, they must be illuminated at all times, point in the direction of the exit, and the battery backup should re-illuminate the sign when the "test" button is pushed.



## **FIRE EXTINGUISHERS**

Fire extinguishers are required in every commercial/business, mixed use, and three families or more residential properties. The number of extinguishers is dependent on the layout of the property and distance between them (No more than 75 feet). Extinguishers must be serviced on a yearly basis by a certified fire extinguisher maintenance technician.



## **ELECTRICAL SAFETY**

Electrical issues rank among the top causes of fires. Caution should be taken when using power strips and extension chords. Power strips should be used properly by being plugged into a grounded outlet and never overloaded. Extension cords should never be used in place of permanent wiring, ran through walls, under doors, fastened to walls or ceilings, or used for items that are of continuous use.



***Visit the Public Hand-Out page on our website for a Self Fire Inspection Checklist!***



## Public Education



It is a core mission of the department to respond to and mitigate incidents in the City of Sheboygan; it is also the department's mission to reduce the number and severity of those incidents by proper code development and enforcement, effective and efficient response, and ongoing public education. It is through this continuous and comprehensive program of education that the department maintains a culture of safety in the community.

Our Public Education program typically spans the months of September and October. During this time, firefighters visit both the public and parochial schools in Sheboygan to provide fire safety education to students in Kindergarten through Fourth grade.

**Topics include: Meeting Your Friendly Firefighters; Stop, Drop, and Roll; Plan Your Escape; House of Hazards; and Survive Alive House.**

Due to the COVID outbreak in 2020, the Sheboygan Fire Department was not able to enter the schools to provide in person fire prevention/education, which created a new challenge. The department partnered with Bodi Company to produce a professional, digital version of our standard fire prevention/education program.

Normally, smaller schools have the opportunity to come to Fire Station 3 each year for the Fire Academy. The Fire Academy provides the same educational opportunities as mentioned earlier, but in a single location. In 2020, the schools that would normally attend the Fire Academy were afforded the same opportunity for the professionally produced digital version of our program.

**In 2020, the SFD provided Virtual Fire Prevention Educational Programming to approximately 3,120 students in the community.**

This general program area of public education is vital to the success of the Fire Department's mission. The funding for the materials used for the school programs is largely generated through a system developed and operated by the National Fire Safety Council (NFSC). Each year, local businesses are solicited for donations toward the program by NFSC on the department's behalf and those funds are used to purchase all of the fire prevention materials used in the public education programs delivered in the schools. In 2020, the Sheboygan Fire Department was fortunate to be able to distribute these same materials to all the schools before they switched to virtual education.

**Thank you to Bodi Company for helping produce the Fire Prevention/Education program as well as the resilient teachers who ensured its distribution during COVID-19.**



## Station 2 Roof Construction

In 2020, the Sheboygan Fire Department completed a Capital Improvements Project at Fire Station 2. This project began when it was discovered that the weight of the roof structure over the apparatus bay was causing the trusses to fail. Emergency repairs were made which included placing a steel I-Beam across the apparatus bay to support the trusses until a permanent repair could be completed. Architectural plans were developed, and the funds were approved as a Capital Improvements Project in 2019. Mike Koenig Construction, Custom Craft Roofing, Deans Electric, and Manitowoc Heating and Cooling were the main contractors involved in this project.

Some of the work included removing the old roof and trusses over the apparatus bay and living quarters, building up the walls, installing new pitched roof trusses to eliminate the flat roof, new soffit and fascia around the station, new LED lighting in the apparatus bay, new forced air ceiling mounted heaters in the apparatus bay, new Plymovent vehicle exhaust system, new gear racking, updated painting, and installing new garage doors and openers.



## Station 3 Asphalt Replacement

An additional collaboration project occurred to replace the asphalt at Fire Station 3. Northeast Asphalt milled down the existing parking lot and driveway while the Department of Public Works worked to repave the parking lot and driveway.



*The Sheboygan Fire Department is continuing to develop a more comprehensive building and grounds plan which will identify equipment replacement schedules.*

## Battalion Chief of Support – Pat Nicolaus



### Equipment

In 2020, we purchased a new ventilation saw to replace a previous unit that was 25 years old. Nine sets of turnout gear were purchased as part of our ten year replacement program. One Thermal Imaging Camera (TIC) was purchased so that all front-line fire apparatus have one. The TICs are used to assist firefighters in seeing objects or people in limited visibility such as smoke or darkness. We replaced multiple computers as part of the IT Department's upgrade plan to transition all computers to Windows 10 Operating Systems. All Self-Contained Breathing Apparatus (SCBA) harnesses were tested to ensure NFPA Compliance. These harnesses hold the air bottles and warning devices that the firefighters use when working in a hazardous environment.

We purchased tools to be used to assist in extricating a victim from machinery. We added equipment that will allow our department to conduct vehicle extrication on the north and south sides of the city.



### Apparatus



Most of 2020 was used for maintenance of vehicles. We finalized 3 new chief's vehicles, which was a project that started in 2019. With vehicles, we are always trying to be more efficient and fiscally responsible. Due to its age and condition, we placed our 1998 ladder truck in reserve status and began plans for potential replacement.

## Battalion Chief of EMS – Mike Lubbert



### EMS Update

The Sheboygan Fire Department operates three Advanced Life Support (ALS) ambulances at the paramedic level and keeps a fourth in reserve for peak call times. The department also equips each fire suppression vehicle with paramedic level equipment allowing crews to begin care before an ambulance arrives.

***In 2020, the SFD responded to over 4,300 calls for emergency medical services.***

When the COVID pandemic reached the U.S in the early part of the year, the department implemented new policies to keep the public and our front-line personnel safe. Much of the changes include using additional personal protective equipment, screening patients for COVID through our Emergency Medical Dispatch, and enhanced cleaning of our ambulances and fire apparatus.

As we implemented new policies, the department worked with Sheboygan County Health, Emergency Management, local hospitals, and our medical director to keep our operations running smoothly. This coordination of effort helped to maintain adequate amounts of personal protective equipment, COVID testing abilities, and the use of best practices in our patient care.

This year the department added new Intravenous (IV) medication pumps to our ambulances. These new IV pumps allow our

paramedics to deliver medications much more accurately to our patients during transport. The IV pumps also allowed our department to transport patients with established hospital IVs, such as blood or antibiotic drips, from one hospital to another. The pumps filled a service gap in the community, where patients were experiencing increased wait times for transfers out of the hospital by ambulance.

***This year, the SFD completed over 2,200 hours of continuing emergency medical services training.***

This training included Advanced Cardiac Life Support (ACLS), high-fidelity patient care simulations, and a joint active shooter training with the Sheboygan Police Department. Additionally, department EMT's and paramedics helped to train members of the community in CPR.

SFD members continued to deliver competent and compassionate patient care to the community in one of the most challenging environments in recent years. Their dedication and commitment to the community makes our EMS system one of the best.



# EMS FAQs



## ***Why does a fire truck/engine respond with an ambulance?***

A fire truck/engine will respond with an ambulance to ensure you receive care as quickly as possible in a life-threatening emergency. The city has four engines, one truck, and four ambulances. Each fire truck/engine is equipped with an EMT or paramedic who can start care when they arrive before the ambulance. Additionally, the extra fire personnel will help with lifting the patient, carrying equipment, or even assisting in the back of the ambulance. In a critical emergency, there is no such thing as "too much help."

## ***Why do I have to answer so many questions when I call 911?***

The 911 dispatchers are trained in emergency medical dispatching (EMD). The questions they ask help to send the appropriate response for your emergency; for example, a broken foot may get an ambulance non-emergent, but a cardiac arrest will get an ambulance and fire truck with lights and sirens. The dispatcher can also explain how to do CPR, control bleeding, and check for breathing before help arrives.

## ***Why does an ambulance go to the hospital without lights and sirens?***

Sheboygan Fire Department paramedics are trained to treat and stabilize a patient before leaving the scene. Stabilizing a patient and traveling to the hospital without lights and sirens is safer for the crews, patients, and the community. However, there are instances a patient will need to be transported with lights and sirens.



**Battalion Chief of Training – Jeff Salzman**

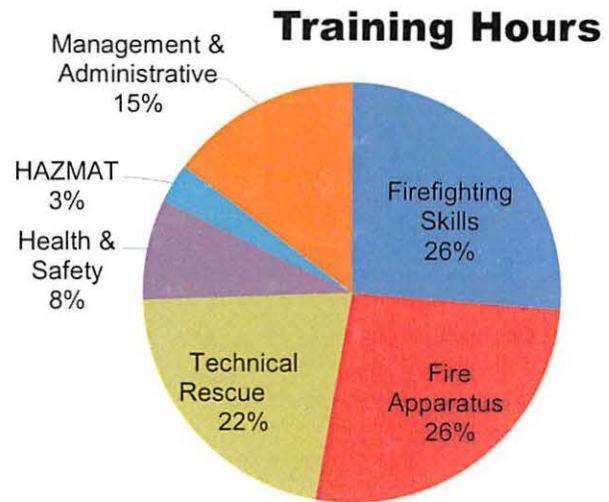


**Training Update**

As with other aspects of the department, training was greatly affected by COVID-19. Decisions were made early on to limit exposure to those outside our department and large groups. Since a significant amount of our training is typically delivered to the entire department at once, we had to adapt our approach. Our company officers played a key part of that adjustment as we moved more training to Station-level. I want to thank our officers for helping to smoothly implement these changes. We also utilized technology such as remote learning, with added benefit of increased efficiency.

One specific training topic I would like to mention is water rescue. This past July we had a core group of Firefighters trained as water rescue instructors. This is part of an effort to increase the rescue capabilities along our lakeshore. We worked with the County Sherriff's Department and U.S Coast Guard during this training to maximize our effectiveness.

Our approach is aggressive and modeled after techniques found on the East Coast. We have received interest from outside departments as we share information on how to tackle this challenge.



# 100 years

## **Badger State Tannery**

January 19, 1920  
10:22 A.M.  
Flames from an unknown source.



# 40 years



## **American Excelsior Co.**

April 16, 1980 | 8:26 A.M.  
Burning flare was thrown into the building by a 12-year old.

# 30 years

## **Jumes Restaurant**

September 26, 1990  
1:31 P.M.  
Fire in duct from grill.



# Sheboygan Fire Department Annual Report 2020

*Remembering*

*Firefighter Charlie Kometer  
Years of Service: 1979-2004*

*Commissioner Henry Jung  
Board of Police & Fire Commission*



**Special thanks to  
City of Sheboygan DPW Engineering  
for the Response District Map.**

Find us on   
[@SheboyganFireDepartment](https://www.facebook.com/SheboyganFireDepartment)

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 15, 2021.

Your Committee to whom was referred R. O. No. 163-20-21 by City Clerk submitting various license applications; recommends granting all licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3507	Dickson, Andrew L.	620 S. 8 <sup>th</sup> Street Apt. 202
3517	Gill, Gurpreet S.	W188N4873 Emerald Hills Drive Menominee Falls, WI 53051
3508	Jones, Phillip (CLUB)	3431 N. 10 <sup>th</sup> Street #911
3516	Kruis, Quentin	2318 N. 11 <sup>th</sup> Street
3504	Lopez, Denise A.	1411 S. 10 <sup>th</sup> Street
3513	Negrete, Juan A.	1725 N. 8 <sup>th</sup> Street
3506	Pernat, Marcel K.	2308 Park Place Apt. D
3510	Randt, Andrea C.	1521 N. 22 <sup>nd</sup> Street

QUADRICYCLE DRIVER LICENSE (NEW) (December 31, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3505	Brulla, Matthew	3804 S. 11 <sup>th</sup> Street
3076	Leinen, Heather A.	827 W. 1 <sup>st</sup> Street, Waldo
3221	Watts, Paul	830 N. Water Street Apt. 102

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3476	Gill C-Store (Meharjot Investment LLC)	610 S. 14 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3475	Mi Ranchito II (JNCortez LLC)	1235 Indiana Avenue

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

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

\_\_\_\_\_ Committee

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

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

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



II

Other Matters

7.1

R. O. No. 163 - 20 - 21. By CITY CLERK. March 1, 2021.

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

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
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<u>No.</u>	<u>Name</u>	<u>Address</u>
3475	Mi Ranchito II (JNCortez LLC)	1235 Indiana Avenue

AHPS

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 176-20-21 by Alderpersons Donohue and Bohren confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

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

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

III

4.1

Res. No. 176 20 - 21. By Alderpersons Donohue and Bohren. March 1, 2021.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 1, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

F/P  
adopt

*James A. Bohren*  
*James A. Bohren*

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

PAD #1	94001			
510110	16,923.95		65094002-443405	96.41
510111	361.29		65094002-443705	4,478.67
510130	2,580.00		65094003-443405	-
510140	-		65094003-443705	940.87
510310	1,158.22		65094004-443405	11,824.05
510311	270.84		65094005-443705	13,639.75
510320	1,076.05		65094006-443705	-
510340	7,435.33		65094013-443405	-
510345	-		65094013-443705	16,623.60
510350	474.83		65094014-443405	44.00
510351	500.04		65094014-443705	24,013.40
510360	4.10		65094017-443705	9,590.52
510400	99.96		65094018-443705	13,990.84
510410	-		65094060-443705	-
521100	2,409.92			<u>95,242.11</u>
521110	500.00			
524110	31,999.92			
524220	23,295.50	1,281.25	Sales Tax .055 ADD ON	
525100	2,461.75			
525120	3.19			
526150	-	wis media		
528150	7,101.45			
530100	-			
530210	4,894.45			
530295	1,303.70			
530300	11,000.00			
540215	-			
611100	-			
641200	1,025.85			
	116,880.34	1,281.25		95,242.11
				118,161.59
				<u>95,242.11</u>
				22,919.48

PAD #1	Square Footage	Credit for Private Parking	Net Footage	2020 Assessment	2020 Final Assessment	
106050 929, 931, 933 N. 8th	5,605		5,605	702.94	702.94	
106070 925,925A N. 8th St	4,440		4,440	556.83	556.83	
106080 919, 921, 923 N. 8th	4,385		4,385	549.93	549.93	
106100 909, 915 N. 8th St	20,680		20,680	2,593.53	2,593.53	
106115 708 Niagara Ave			13,176	1,652.43	15,000.00	Grandstay
106160 922, 930 N. 8th, 805 Ontario	14,050	14,050	-	-	-	
106200 909 N. 9th, 832 Niagara	9,821	9,821	-	-	-	
106230 902 N. 8th St	2,805		2,805	351.78	351.78	
107120 826 N. 8th St	21,442		21,442	2,689.09	2,689.09	
107150 832, 832A N. 8th St	1,600		1,600	200.66	200.66	
107200 804, 806, 810, 814 N. 8th St	12,500	1,200	11,300	1,417.16	1,417.16	
107210 816 N. 8th St	2,750	1,200	1,550	194.39	194.39	
107260 821 N. 8th St	8,917		8,917	1,118.30	1,118.30	
107270 809, 811, 813, 815 N. 8th St	8,400		8,400	1,053.46	1,053.46	
107280 801 N. 8th, 804 N. 7th St	3,767		3,767	472.43	472.43	
107312 734 N 7th St	4,054		4,054	508.42	508.42	Encore
107330 707, 709 N. 8th St	6,586		6,586	825.97	825.97	
107340 701, 703 N. 8th, 726 New York Ave	6,143		6,143	770.41	770.41	
107430 703 N. 9th, 834 New York Ave	1,861	1,861	-	-	-	
107440 710 N. 8th St	18,122		18,122	2,272.72	2,272.72	Mead
107951 632 N. 8th St, 807 New York Ave	2,820	2,820	-	-	-	
107953 632 N 8th St				-	-	
107954 807 New York Ave				-	-	
107955 807 New York Ave (Amer. Ortho)				-	-	
107960 813 New York Ave	1,275	1,275	-	-	-	
107970 815 New York Ave	1,995	800	1,195	149.87	149.87	
107980 817 New York Ave	1,925	1,925	-	-	-	
107990 819, 819A New York Ave	1,111	1,111	-	-	-	
108020 833 New York Ave	4,860	3,200	1,660	208.18	208.18	Fire
108100 723 New York Ave	3,598	1,200	2,398	300.74	300.74	
108105 618 N. 7th St	5,010		5,010	628.32	628.32	
108110 629 A,B,C & 631 N. 8th St	3,696	400	3,296	413.36	413.36	
108120 627, 627A N. 8th St	1,188		1,188	148.99	148.99	
108130 625, 625A N. 8th St	1,848		1,848	231.76	231.76	
108140 623 N. 8th St	1,356		1,356	170.06	170.06	
108150 621 N. 8th St	1,830		1,830	229.50	229.50	
108160 617, 619 N. 8th St	3,540		3,540	443.96	443.96	
108170 605, 607 N. 8th St	16,460		16,460	2,064.29	8,250.00	First Wis Natl Bank
	210,440	40,863	182,753		42,452.76	
Expenses w/tax		118,161.59				
Revenue		(95,242.11)				
Assessable		22,919.48				
Per Sq Ft				0.12541233		

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 177-20-21 by Alderpersons Donohue and Bohren confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

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

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

III

4.2

Res. No. 177 20 - 21. By Alderpersons Donohue and Bohren. March 1, 2021.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 2, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

FP  
adopt

*Thelma Nowlan*  
*James A. Bohren*

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

PAD #2 96000- Riverfront

510110	8,174.64		65096000-469999	416.44	
510111	211.45				
510130	2,229.00				
510140	-				
510310	618.05				
510311	141.35				
510320	549.92				
510340	3,713.00				
510345	-				
510350	242.77				
510360	2.35				
510400	50.04				
510410	-				
524110	5,199.96				
524220	12,623.20	694.28			
525100	1,208.51				
526150	-				
528150	4,375.22				
530210	-				
530295	-				
530300	500.00				
540215	-				
	39,839.46	694.28		416.44	40,533.74
					<u>416.44</u>
					40,117.30

PAD # 2	Parking Required	2020 Assessment
109513 635 Riverfront	7	864.06
109514 631 Riverfront	15	1,851.57
109515 641 Riverfront Unit A	3	370.31
109516 641 Riverfront Unit B	3	370.31
109517 641 Riverfront Dillman, Holbrook,	11	1,357.82
109925 733 Riverfront	7	864.06
110080 715 Riverfront	2	246.88
110115 837 Riverfront	49	6,048.45
112953 712 Riverfront (split 112957,112958)	80	9,875.03
112957 712 Riverfront Unit A		
112958 712 Riverfront Unit C		
830733 819 Riverfront	3	370.31
855395 721 Riverfront	11	1,357.82
860200 739 Riverfront	33	4,073.45
870165 705 Riverfront	47	5,801.58
905105 809 Riverfront	12	1,481.25
950487 813 Riverfront	10	1,234.38
City Spaces	32	3,950.01
	325	40,117.30
Expenses w/tax	40,533.74	
Revenue	(416.44)	
Assessable	40,117.30	
Per Space		123.44

Holbrook

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 178-20-21 by Alderpersons Donohue and Bohren confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4; 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

43

Res. No. 178 20 - 21. By Alderpersons Donohue and Bohren. March 1, 2021.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 4, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

FAP  
adopt

Thelma Nowlan  
James A. Bohren

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

PAD #4 97000 - South 12th St

510110	1,142.94		
510111	58.30		
510130	408.00		
510140	-		
510310	94.61		
510311	22.11		
510320	79.17		
510340	533.50		
510345	-		
510350	33.03		
510360	0.22		
510400	-		
510410	-		
524110	1,500.00		
524220	2,427.90	133.53	
526150	-		
528150	1,075.50		
530210	-		
530295	-		
540215	-		
	7,375.28	133.53	7,508.81

PAD #4	Percentage	2020 Assessment
307240 1529 S. 12th St	5.00%	375.44
307250 1535 S. 12th St	27.00%	2,027.38
307260 1601, 1601A S. 12th, 1601 Spruce	5.00%	375.44
403140 1502, 1504 S. 12th St	10.00%	750.88
403540 1530 S. 12th St	10.00%	750.88
403580 1526 S. 12th St	33.00%	2,477.91
403585 1514 S. 12th St	10.00%	750.88
Assessment	-	7,508.81
Expenses w/tax	7,508.81	
Revenue	-	
Assessable	7,508.81	

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 179-20-21 by Alderpersons Donohue and Bohren confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

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

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

III

44

Res. No. 179 20 - 21. By Alderpersons Donohue and Bohren. March 1, 2021.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 5, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

for adopt

[Signature]  
James A. Bohren

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

PAD #5 98000 - South Pier

510110	2,390.99		65098000-469999	3,891.04	
510111	-				
510130	543.00				
510310	168.77				
510311	39.50				
510320	157.52				
510340	1,275.54				
510345	-				
510350	82.93				
510360	0.76				
510400	50.04				
510410	-				
524110	2,900.04				
524220	7,389.90	406.44			
525100	459.05				
526150	-				
528150	1,930.50				
530210	-				
530295	-				
530300	2,600.00				
540215	-				
	19,988.54	406.44		3,891.04	20,394.98
					<u>3,891.04</u>
					16,503.94

	TAX	RECEIVABLE	REVENUE
	208210	121000	463301
94001	1,281.25	22,919.48	21,638.23
96000	694.28	40,117.30	39,423.02
97000	133.53	7,508.81	7,375.28
98000	<u>406.44</u>	<u>16,503.94</u>	<u>16,097.50</u>
	2,515.51	87,049.54	84,534.03

PAD #5 SOUTH PIER	Spaces	Percentage of Year	Billable Spaces	2020 Assessment
322020 682 South Pier Drive	30	100.0%	30	1,330.96
323642 642/644 South Pier Drive	11	100.0%	11	488.02
323659 652 South Pier Drive	12	100.0%	12	532.39
323640 640 South Pier Drive	6	100.0%	6	266.19
322035 676 South Pier Dr	6	100.0%	6	266.19
322026 528/530 South Pier Drive	12	100.0%	12	532.39
322021 534/538 South Pier Drive	15	100.0%	15	665.48
322022 802 Blue Harbor Drive	57	100.0%	57	2,528.83
322011 434 South Pier Drive	19	100.0%	19	842.94
322034 668 South Pier Dr	27	100.0%	27	1,197.87
323516 522 South Pier Drive	4	100.0%	4	177.46
322029 422 South Pier Dr	25	100.0%	25	1,109.14
322033 342 South Pier Dr	8	100.0%	8	354.92
322028 322 South Pier Dr	19	100.0%	19	842.94
323515 524 South Pier Dr	6	100.0%	6	266.19
323510 510 South Pier Dr	22	100.0%	22	976.04
321310 725 Blue Harbor Drive	25% of Total			4,125.99
			279.00	16,503.94
Expenses w/tax	20,394.98		-	
Revenue	<u>(3,891.04)</u>			
	16,503.94			
Less Blue Harbor	4,125.99		4,125.99	
Net Assessment	12,377.96			
Per Stall			44.3654	



R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 181-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Promissory Notes; 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. 181 - 20 - 21. By Alderpersons Donohue and Bohren.  
March 1, 2021.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Promissory Notes.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$5,140,000 in General Obligation Promissory Notes, Series 2021A.

FKP  
adopt

*By James Nowlan*  
*James A. Bohren*

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



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

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Chicago  
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Scottsdale  
Tampa  
Tucson  
Washington, D.C.

February 24, 2021

VIA EMAIL

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$5,140,000 City of Sheboygan (the "City") General Obligation Promissory Notes, Series 2021A (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. While we will represent the City in this engagement, as stated

above, as bond counsel our primary responsibility is to render an objective independent legal opinion with respect to the issuance and authorization of the Securities.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$11,100. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

### Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

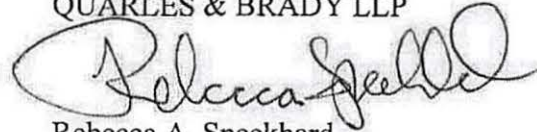
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin  
February 24, 2021  
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMW:bea  
#850357.00068

cc: Mr. Todd Wolf (via email)  
Ms. Daniela Tainer-Partipilo (via email)  
Ms. Melissa Clevenger (via email)  
Charles C. Adams, Esq. (via email)  
Thomas Cameron, Esq. (via email)  
Ms. Carol Ann Wirth (via email)  
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: \_\_\_\_\_

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

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



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
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Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

February 24, 2021

**VIA EMAIL**

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$5,140,000 City of Sheboygan (the "City") General Obligation Promissory Notes, Series 2021A (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

**Role of Bond Counsel**

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. While we will represent the City in this engagement, as stated

above, as bond counsel our primary responsibility is to render an objective independent legal opinion with respect to the issuance and authorization of the Securities.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.



A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$11,100. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

### Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Ms. Meredith DeBruin  
February 24, 2021  
Page 5

#### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

#### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

#### Conclusion and Request for Signed Copy

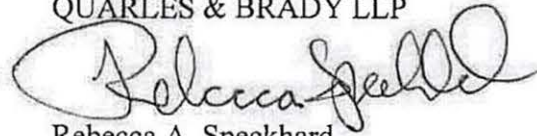
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin  
February 24, 2021  
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMW:bea  
#850357.00068

cc: Mr. Todd Wolf (via email)  
Ms. Daniela Tainer-Partipilo (via email)  
Ms. Melissa Clevenger (via email)  
Charles C. Adams, Esq. (via email)  
Thomas Cameron, Esq. (via email)  
Ms. Carol Ann Wirth (via email)  
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: Meredith DeBruin

Its: City Clerk

Title

Date: 3-17-2021

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 182-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable General Obligation Refunding Bonds; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

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

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

III

4.7

Res. No. 182- 20 - 21. By Alderpersons Donohue and Bohren.  
March 1, 2021.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable General Obligation Refunding Bonds.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$3,660,000 in Taxable General Obligation Refunding Bonds, Series 2021B.

FAP  
adopt.

*By Lynn Novotny*  
*James A. Bohren*

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



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

February 24, 2021

**VIA EMAIL**

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$3,660,000 City of Sheboygan (the "City") Taxable General Obligation Refunding Bonds, Series 2021B (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

**Role of Bond Counsel**

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. While we will represent the City in this engagement, as stated

above, as bond counsel our primary responsibility is to render an objective independent legal opinion with respect to the issuance and authorization of the Securities.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest on the Securities is included for federal income tax purposes in the gross income of the owners of the Securities.

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in a Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any

Ms. Meredith DeBruin  
February 24, 2021  
Page 3

description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$12,500. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a

significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

#### Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

#### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings

Ms. Meredith DeBruin  
February 24, 2021  
Page 5

and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin  
February 24, 2021  
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

  
Rebecca A. Speckhard

RAS:SMW:bea  
#850357.00069

cc: Mr. Todd Wolf (via email)  
Ms. Daniela Tainer-Partipilo (via email)  
Ms. Melissa Clevenger (via email)  
Charles C. Adams, Esq. (via email)  
Thomas Cameron, Esq. (via email)  
Ms. Carol Ann Wirth (via email)  
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: \_\_\_\_\_

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

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



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

February 24, 2021

VIA EMAIL

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$3,660,000 City of Sheboygan (the "City") Taxable General Obligation Refunding Bonds, Series 2021B (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. While we will represent the City in this engagement, as stated

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- 1) the Securities are valid and binding general obligations of the City;
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Ms. Meredith DeBruin  
February 24, 2021  
Page 3

description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice; Consent to Unrelated Engagements

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Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$12,500. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a

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#### Terms of Engagement

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#### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings

Ms. Meredith DeBruin  
February 24, 2021  
Page 5

and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin  
February 24, 2021  
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

  
Rebecca A. Speckhard

RAS:SMW:bea  
#850357.00069

cc: Mr. Todd Wolf (via email)  
Ms. Daniela Tainer-Partipilo (via email)  
Ms. Melissa Clevenger (via email)  
Charles C. Adams, Esq. (via email)  
Thomas Cameron, Esq. (via email)  
Ms. Carol Ann Wirth (via email)  
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: Meredith DeBruin

Its: City Clerk  
Title

Date: 3-17-2021

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 15, 2021.

Your Committee to whom was referred Res. No. 185-20-21 by Alderpersons Sorenson and Dekker authorizing acceptance of the 2021 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; 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

111

III

4.10.

Res. No. 185 - 20 - 21. By Alderpersons Sorenson and Dekker.  
March 1, 2021.

A RESOLUTION authorizing acceptance of the 2021 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a grant in the total amount of \$5,000 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in high visibility enforcement of bicycle and pedestrian violations; and

WHEREAS, in 2019 there were 1,457 motor vehicle collisions with pedestrians in Wisconsin, causing 51 fatalities and injuring 1,371 pedestrians. This amounts to a rate of one pedestrian killed or injured in Wisconsin every 6.2 hours. Pedestrian street crossings are the most common cause of such crashes, especially when drivers are distracted or pedestrians move into traffic unexpectedly; and

WHEREAS, in order to obtain the grant in the amount of \$5,000, it was necessary for the Police Chief to submit an application through the Wisconsin Department of Transportation, Bureau of Transportation Safety; and


WHEREAS, the funding received would be \$5,000 from Federal sources with a local match of 25% required; and

WHEREAS, the 25% match would be met within the current Police Department Budget.

AYES  
adopt.

III

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

  
\_\_\_\_\_  
Dean Dukke  
\_\_\_\_\_

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

**IV**

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. March 15, 2021.

Your Committee to whom was referred Gen. Ord. No. 40-20-21 by Alderpersons Dekker and Sorenson placing a stop sign at the southeast corner of N. 1<sup>st</sup> Street and Park Avenue; recommends adopting the Ordinance.

_____	_____
_____	_____
_____	_____

Committee

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

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

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

**I**

63

Gen. Ord. No. 40 - 20 - 21. By Alderpersons Dekker and Sorenson.  
March 1, 2021.

AN ORDINANCE placing a stop sign at the southeast corner of N. 1st Street and Park 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," a stop sign shall be added requiring northbound traffic on N. 1st Street to stop at the intersection of N. 1st Street and Park 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.

PR

Dean Dekker  
[Signature]

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

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

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

III

R. O. No. \_\_\_\_\_ - 20 - 21. By DIRECTOR OF PLANNING AND DEVELOPMENT, Chad Pelishek. March 15, 2021.

Submitting the 2021 Golden Shovel Certification for the SouthPointe Enterprise Campus through New North.

In early 2021, the City of Sheboygan applied to the New North Golden Shovel Site Certification program for the SouthPointe Enterprise Campus. The Golden Shovel Ready designation will identify the campus to developers, site selectors and companies looking for suitable expansion locations. The goal of the program is to gather uniform site information to increase the quality of site documentation, as well as the overall number of sites ready that are ready for development. New North will actively market these sites to regional, national, and international site selectors.

\_\_\_\_\_  
DIRECTOR OF PLANNING AND DEVELOPMENT

*rec'd*



February 25, 2021

Chad Pelishek  
Director of Planning and Development  
City of Sheboygan

Dear Chad,

Thank you for your interest and involvement in New North's Gold Shovel Site Certification program. This correspondence is to reflect the fact that your application was received in good order and reviewed by Nicole Barbiaux, GIS Specialist with Bay-Lake Regional Planning Commission.

Upon review the application was found to be complete and has been uploaded into WEDC's Locate in Wisconsin platform and also added to our New North website. We look forward to working with you in marketing opportunities to help attract investment on this important site in our region.

Please let me know if you have any questions.

Respectfully,

*Barb LaMue*

Barb LaMue  
President & CEO

II

R. O. No. \_\_\_\_\_ - 20 - 21. By DIRECTOR OF PLANNING AND DEVELOPMENT,  
Chad Pelishek. March 15, 2021.

Submitting a communication from the U.S. Department of Housing and Urban Development (HUD) regarding approval of a recent application for a Section 108 loan guarantee, pursuant to Res. No. 105-20-21, in the amount of \$3.2 million for the Senior Community Center at 1817 N. 8<sup>th</sup> Street.

Per Res. No. 105-20-21, the Mayor was authorized to sign and execute the documents necessary to apply for the Section 108 loan guarantee program and to implement the application. The U.S. Department of Housing and Urban Development approval letter, including the conditions of the approval, is attached for the Council's information.

\_\_\_\_\_  
DIRECTOR OF PLANNING AND DEVELOPMENT



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-7000

OFFICE OF COMMUNITY PLANNING  
AND DEVELOPMENT

The Honorable Mike Vandersteen  
Mayor of Sheboygan  
828 Center Avenue, Suite 301  
Sheboygan, WI 53081

Dear Mayor Vandersteen:

Congratulations! I am pleased to inform you that the City of Sheboygan's (hereafter, the "City") request for loan guarantee assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, has been approved. Such assistance is to consist of the guarantee of notes or other obligations in the principal amount of \$3,200,000, plus interest thereon, which shall be issued to finance activities described in the City's application (B-20-MC-55-0016) for the Senior Community Center project.

This offer of commitment ("Commitment") is subject, however, to the conditions specified in Item 8 of the Funding Approval (Form HUD-7082).

The first condition provides that in the event the City fails to submit notes or other obligations for inspection and guarantee by the Secretary of Housing and Urban Development (HUD) before March 31, 2022, the Commitment will expire as of such date.

The second condition provides that the repayment schedule for the indebtedness evidenced by the notes or other obligations (the "Guaranteed Loan") must be acceptable to HUD.

The third condition provides that the City shall provide additional security for the Guaranteed Loan and such additional security must be acceptable to HUD. The additional security shall be identified in the Contract for Loan Guarantee Assistance ("Contract"), specified by 24 CFR 570.705(b)(1), which will be executed at the time the guaranteed obligations are issued. The City's application and other supporting material identify the City's pledge of a lien on real property as additional security for the Guaranteed Loan.

In addition, the Contract shall provide that HUD may use existing pledged grants to prepay (or defease) the Guaranteed Loan if HUD determines that the standard pledge of future Community Development Block Grant ("CDBG") funds is insufficient to assure payment of amounts due thereunder. HUD reserves the right to require further security upon evaluation of the foregoing security arrangements and the City may substitute other collateral security for such arrangements, subject to HUD's approval of such substitution.

The fourth condition provides that prior to submitting notes or other obligations for inspection and guarantee by HUD, the City shall submit information required under Section 102(b) of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545). This information shall be submitted on Form HUD-2880 to HUD's Milwaukee Field Office. A copy of Form HUD-2880 is enclosed for this purpose.

The fifth condition provides that the City is required to pay a fee of 2.15% of the principal amount of the loan guaranteed under this Commitment to cover the credit subsidy costs as announced in the *Federal Register* on August 26, 2020 (85 FR 52479). This fee applies to all Section 108 guaranteed loan commitments issued in Fiscal Year 2021. The fee is applied only at the time of loan disbursements. The amount to be paid at that time is equal to 2.15% of the principal amount of the requested Guaranteed Loan advance. The fee may be paid directly by the City or, alternatively, it may be deducted from the Guaranteed Loan advance(s). If the fee is paid directly by the City, it may be paid from CDBG grant funds drawn down under the CDBG line of credit or from another source.

The sixth condition provides that neither the City nor any City-assisted public entity shall undertake any additional activities in the community center project not involving seniors prior to the receipt of a written determination from the HUD Milwaukee Field Office that either (i) each individual activity to be undertaken or supported with loan guarantee funds meets the eligibility requirements of 24 CFR 570.703 and the national objective requirements of 24 CFR 570.208 or (ii) the City's procedures for assuring compliance with the program requirements are acceptable.

In addition to the special conditions cited above, the release of funds for the project to be carried out with loan guarantee assistance is conditioned upon compliance by the City with all applicable provisions of the HUD Environmental Review Procedures (24 CFR Part 58). The City is reminded that these Procedures include limitations on the commitment of HUD and non-HUD funds on an activity or project prior to HUD's approval of the request for release of funds and related certification of compliance with environmental requirements. Please refer to 24 CFR 58.22 for a description of the limitations and the entities to whom they apply.

Please furnish us, at the address specified below, your timetable for execution of the activities described in your application. These activities will be financed through a public offering of Section 108 obligations. If you need funds prior to the next public offering, please notify HUD at the address below and instructions for obtaining interim financing will be provided.

Please execute the three enclosed copies of the Funding Approval (Form HUD-7082) and return two copies to the Department of Housing and Urban Development, Financial Management Division, Room 7282, 451 Seventh Street, S.W., Washington, D.C. 20410. One copy should be retained for your files. The Funding Approval amends the Grant Agreement authorized by HUD on July 1, 2020, under the Funding Approval for grant number B-20-MC-55-0016 to include loan guarantee assistance. The Grant Agreement thereby incorporates this Funding Approval,

the loan guarantee application, and Subpart M of the block grant regulations governing loan guarantees, as well as such agreements, schedules, and other documentation required for submission or execution in connection therewith.

Please do not hesitate to reach out if we can support you in the use of your Section 108 funds. Please contact Paul Webster, Director, Financial Management Division at (202) 402-4563 or [Paul.Webster@HUD.GOV](mailto:Paul.Webster@HUD.GOV) if you need assistance.

Sincerely,

KEVIN BUSH

Digitally signed by KEVIN  
BUSH  
Date: 2021.02.23 14:00:13  
-05'00'

Kevin J. Bush  
Deputy Assistant Secretary  
for Grant Programs

Enclosures (4)

II

R. O. No. \_\_\_\_\_ - 20 - 21. By DIRECTOR OF PLANNING AND DEVELOPMENT,  
Chad Pelishek. March 15, 2021.

Submitting for Common Council information a progress report of the allocation of the CDBG-CV1 & 3 funds as provided by the U.S. Department of Housing and Urban Development (HUD).

The City of Sheboygan received an additional Community Development Block Grant- COVID (CDBG-CV) allocation of the \$539,956 as a result of the CARES Act. The Common Council previously approved allocating up to \$420,000 to a Small Business Emergency Assistance Fund, \$38,963 to public service entities (previously awarded) affected by COVID and \$80,993 for administration and planning purposes. The purpose of the R.O. is to provide the Common Council a progress report as to how the funds have been spent to date.

Small Business Emergency Assistance Fund: the following six-month forgivable loans to microenterprise businesses (five or fewer employees) have been funded to date:

- Board and Brush \$6,000
- One Girl and a Broom \$15,000
- Markevitch's Braveheart Pub, LLC \$13,368
- Pinky's, LLC \$13,000
- Arnst Zipper Studio \$8,000
- VibeTech \$15,000
- Esell, LLC \$15,000
- Studio 7 Salon \$15,000
- TanFastique Tanning \$15,000
- Brick and Mortar Hemp \$15,000
- Prime Landscaping \$15,000
- Spa Nails \$15,000
- Auto Maintenance of Sheboygan \$15,000
- Wellness Center \$5,078
- Gartner Technology, LLC \$15,000
- SLB Roofing \$14,610
- Thumb Print Press and Design \$15,000
- 8th Street Ale Haus \$15,000
- Arts BBQ, LLC \$15,000
- Sheboygan Liquor, LLC \$15,000
- I&Z Inc. \$15,000
- M&C Automotive, LLC \$15,000
- Krishnal Petroleum LLC \$11,800
- Urban Artique, LLC \$15,000

*recfile*

The total of the above loans awarded to date is \$335,856. The remaining balance to allocate is \$84,144. Funding is still available for businesses with five or fewer employees that are seeing a hardship because of lost revenue from COVID. Interested business owners can contact City Development at (920) 459-3377 or visit the city's website: [www.sheboyganwi.gov](http://www.sheboyganwi.gov) for more information on this program.

CDBG-CV2

This allocation was provided to the Department of Administration (DOA). The City needs to contract with the state to receive these funds. Currently, city staff is working with the state on contracts to disburse approximately \$229,479.30 in funding.

CDBG-CV3

The City was allocated an additional \$230,211 from HUD from the CARES Act in August 2020.

City Development Department staff worked with Lakeshore CAP to develop a mortgage assistance program to assist Sheboygan homeowners affected by a loss of income due to COVID. This program can provide mortgage and utility assistance to low to moderate income homeowners in the community. The City allocated \$230,211 to Lakeshore CAP to administer the program on the city's behalf. Lakeshore CAP will use \$204,000 of the allocation for direct assistance to residents.

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DIRECTOR OF PLANNING AND DEVELOPMENT

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. March 15, 2021.

Submitting a communication from Visit Sheboygan regarding various requests to the Common Council for Sheboygan Concerts and Freedom Fest Events.

PW  
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AHP

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

Date: March 3, 2021

To: Meredith DeBruin, City Clerk  
City of Sheboygan

Fr: Amy Wilson, President/CEO  
Visit Sheboygan, Inc.

Re: Request to Common Council for Sheboygan Concerts and Freedom Fest Events

**NOTE: In 2021, Freedom Fest activities will be held on Saturday, July 3, 2021, rather than July 4<sup>th</sup>, which falls on a Sunday.**

### Freedom Fest

As the coordinator of Sheboygan's Freedom Fest to be held Saturday, July 3, 2021, including the parade, events and Deland Park, and South Pier, Visit Sheboygan is requesting use of services and equipment from DPW and police departments. Anticipated resources for the events will be very similar to those utilized in the past, following the schedule below:

Prior to July 3, assistance from DPW is requested to set up picnic tables and benches and staging at Deland Park. Following events on July 3, assistance is requested for pick-up of same.

July 2, the fireworks company will be pre-staging fireworks on the Sheboygan Yacht Club property to be launched from a barge, given the current construction of South Pier. Visit Sheboygan will coordinate location and security of items with the fireworks company, DPW, and the Sheboygan Police and Fire Departments.

July 3, assistance with parade logistics and logistics and maintenance of Deland Parks and fireworks viewing areas along the lakeshore for the day.

Prior to July 3, assistance is requested from the Sheboygan Police Department, blocking off parked traffic for the parade route, as well as assistance routing traffic from the parade on July 3, with assistance controlling traffic throughout the day's festivities. Below is the current schedule of events:

- 7:00 a.m. Parade Line-up (Route: N. 8th St. at Center Ave., going north to Michigan Ave., East to Broughton Dr.) Note: Parade Permit will be requested as soon as insurance certificate is received by Visit Sheboygan.
- 9:00 a.m. Parade Commences (Note: DPW is requested to set up tables and chairs for six judges at on N. 8<sup>th</sup> St. at Fountain Park.)
- 12:00 p.m. Deland Park festivities begin. (Entertainment tent with food and beverage sales. kids' area with inflatable amusements, volleyball tourney on beach.) Food concessions end not earlier than 7 p.m. but can remain open until fireworks conclude. Entertainment breaks for fireworks and ends at 11:00 p.m.

Visit Sheboygan, Inc.

826 S 8<sup>th</sup> St. Suite 1 • Sheboygan, WI • 53081

(920) 335-0060 [visitsheboygan.com](http://visitsheboygan.com)



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- 12:00 p.m. South Pier festivities include a partnership with Angler's Avenue to provide entertainment throughout the day/evening. Concessions also coordinated by Angler's Avenue.
- 4:00 p.m. Sheboygan Theatre Company performance "A Musical Review," coordinated by the Sheboygan Theatre Company performed in Fountain Park.
- 9:30 p.m. Fireworks display from barge launch by yacht club.

C: Chief Domagalski, Sheboygan Police Department  
Chief Montellano, Sheboygan Fire Department  
Dave Biebel, Department of Public Works Director  
Chad Pelishek, Planning and Development Director

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Donohue and Bohren.  
March 15, 2021.

A RESOLUTION supporting a strong state and local partnership regarding shared revenue funds for critical services.

WHEREAS, for over 90 years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

WHEREAS, over the last 20 years shared revenue funding for municipalities has been cut by \$94 million; and

WHEREAS, over the last generation, property taxes have grown as a share of city and village revenues as shared revenue and other state aid to Wisconsin municipalities has lagged; and

WHEREAS, state aid provided a larger share of municipal revenues in Wisconsin than property taxes from 1975 to 1997. Today property taxes account for more than twice as much municipal revenue as state aid; and

WHEREAS, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries, and parks; and

WHEREAS, the state should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work.

FAP.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan calls on the Legislature to pass a state budget increasing funding for the shared revenue program and directs the Clerk to send a copy of this resolution to the state legislators representing the City of Sheboygan, to Governor Tony Evers, and to the League of Wisconsin Municipalities.

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

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

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





Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Donohue and Bohren.  
March 15, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget regarding the Senior Activity Center.

WHEREAS, when the 2021 Budget was approved, the purchase of the new Senior Activity Center facility had not been completed; and

WHEREAS, as a result, the 2021 Budget was constructed assuming the Senior Activity Center would remain at 428 Wisconsin Avenue; and

WHEREAS, therefore, certain funds - such as for janitorial services and office furniture / furnishings - were included in the 2021 Budget for the Senior Activity Center; and

WHEREAS, at this point, these funds - which total \$7,600 - are more appropriately used to assist in funding pre-construction services related to the new Senior Activity Center facility, located at 1807 North Eighth Street.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Senior Services - Contracted Services (Account No. 10156100-521900) by \$7,600.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the fact that \$1,600 in General Fund - Senior Services - Janitorial Services (Account No. 10156100-524135) and \$6,000 in General Fund - Senior Services - Office Furniture / Furnishings (Account No. 10156100-642500) is no longer needed because the former Senior Activity Center facility, located at 428 Wisconsin Avenue, is not being used.

FAP  
(needs)

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

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

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

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

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Dekker and Sorenson.  
March 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the 2021 Streets Improvements - Package 1 (Georgia Avenue and South 10<sup>th</sup> Street).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2021 Streets Improvements - Package 1 (Georgia Avenue and South 10<sup>th</sup> Street) (the "Project"); and

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

WHEREAS, the low bid was from Vinton Construction Company, Inc. for \$2,269,084.25; and

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

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$788,039.00; and

WHEREAS, the City intends to ultimately fund part of the non-Water Utility portion of this Project through its annual borrowing program; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Vinton Construction Company, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account #48033140-631200 (Street Improvements)	\$155,934.81
Account #43033140-631200 (TID #20)	\$390,546.44
Account #21961100-631200 (CDBG)	\$600,000.00
Account #25061100-631100 (CDBG)	\$150,000.00
Account #60134110-980099 (Wastewater Fund - Sanitary)	\$184,564.00

AW



BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to \$546,481.25 from Account No. 101-253000 (General Fund - Unreserved Fund Balance). Expenditures from Account No. 101-253000 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account Nos. 48033140-631200 and 43033140-631200 so that the ultimate expenditures from each funding source do not exceed the amounts stated above. In the event that the annual borrowing program provides less than \$155,934.81 for Account No. 48033140-631200 or \$390,546.44 for Account No. 43033140-631200, any shortfall may be paid by Account No. 101-253000. In no event shall the total amount expended for the non-Water Utility portion of the Contract exceed \$1,481,045.25 without prior authorization of Council and compliance with all applicable laws.

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

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"), Sheboygan Water Utility ("Utility"), and Vinton Construction Company, Inc. ("Contractor"). Owner, Utility, 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: 2021 Street Improvements – Package 1, Georgia Ave. and S. 10<sup>th</sup> St.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Excavation, Concrete Paving, Concrete Curb and Gutter, Storm Sewer, Sanitary Sewer, Water Main, Concrete Sidewalk and Lawn Restoration.

2.02 Owner and Utility are responsible for payment of the items as identified herein:

A. Owner Items: Items Codes starting with COS, as defined in contractor's bid

1. Owner Account Number: \_\_\_\_\_

B. Utility Items: Items Codes starting with SWU, as defined in contractor's bid

1. Utility Account Number: \_\_\_\_\_

**ARTICLE 3 – ENGINEER**

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.

3.03 Engineer may delegate these duties and responsibilities, or a subset of the duties and responsibilities, to Utility as the Engineer deems appropriate.

**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 complete no later than August 17, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

4.03 *Liquidated Damages*

- A. Contractor, Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner and Utility 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 Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility, respectively, 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 or Utility, respectively 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.
- B. 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 and Utility, respectively for the actual costs reasonably incurred by Owner and Utility 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 and Utility 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 Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.
  - B. Owner and Utility shall pay for Work as allocated in paragraph 2.02.

**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 and as modified herein. Applications for Payment will be processed by Engineer and Utility as provided in the General Conditions.
  - 1. Submit Applications for Payment for items of Work to Owner or Utility as allocated in Paragraph 2.02.

6.02 *Progress Payments; Retainage*

- A. Owner and Utility shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment 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 and Utility 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 Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Utility 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 of all Work, Owner and Utility 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 or Utility 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 and Utility shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner and Utility to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. 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.
- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00 52 00-1 to -7, inclusive).
  - 2. Performance bond (pages 00 61 13-1 to 00 61 13 - \_\_\_\_, inclusive).
  - 3. Payment bond (pages 00 61 14-1 to 00 61 14- \_\_\_\_, inclusive).
  - 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawing Title Pages.
  - 5. Addenda (not attached but incorporated by reference) (numbers 1 to 4, inclusive).
  - 6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 2, inclusive).
  - 7. 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 documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner, Utility, and Contractor each binds itself, its successors, assigns, and legal representatives to the other parties hereto, their successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner, Utility, and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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 or Utility, 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.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, 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

CONTRACTOR:  
Vinton Construction Company, Inc.

By: \_\_\_\_\_  
(signature)  
Name, \_\_\_\_\_  
Title: Michael Vandersteen, Mayor

By: \_\_\_\_\_  
(signature)  
Name, \_\_\_\_\_  
Title: \_\_\_\_\_  
(printed)

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

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

Attest:

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signatures authorized pursuant to Res. \_\_\_\_-20-21.

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

Approved as to form and Execution:

UTILITY:

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

By: \_\_\_\_\_  
(signature)  
Name, Joe Trueblood, Superintendent  
Title:  
Date: \_\_\_\_\_

2021 Street Improvements – Package 1  
Georgia Ave. & S. 10th St.

SECTION	TITLE	PAGES
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-2
00 11 13	Advertisements for Bids	00 11 13-1 to 00 11 13-2
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	2 Pages
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 43 43	Wage Rates	00 43 43-1 to 00 43 43-44
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-14
<b>01 00 00</b>	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-5
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 21 00	Allowances	01 21 00-1
01 22 00	Unit Prices	01 22 00-1
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
01 64 00	City Furnished Products	01 64 00-1
<b>26 00 00</b>	<b>ELECTRICAL REQUIREMENTS</b>	
26 57 00	Traffic Signal Special Provisions	14 Pages

SECTION	TITLE	PAGES
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3
32 10 01	Bituminous Resurfacing	32 10 01-1 to 32 10 01-8
<b>33 00 00</b>	<b>UTILITIES</b>	
33 00 00	Storm and Sanitary Utilities	33 00 00-1 to 33 00 00-3
33 01 30	Manhole Lining	33 01 30-1 to 33 01 30-2
33 01 31	Sewer Lining	33 01 31-1 to 33 01 31-5
33 01 31.1	Sewer Televising - Requirements for Digital Data Delivery	2 Pages
33 10 00	Special Provisions to Standard Specifications	17 Pages
<b>99 00 010</b>	<b>Appendix</b>	

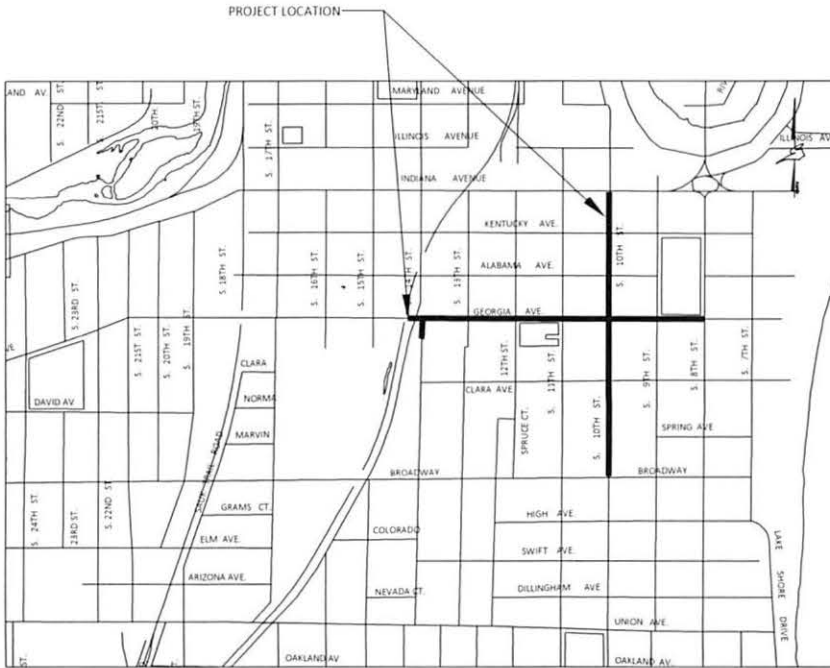


# CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2451-21

## 2021 STREET IMPROVEMENTS - PACKAGE 1 GEORGIA AVE & S 10TH ST

FEBRUARY 2021



NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3-4	020 DP 1-2	OVERALL PLAN
5	030 SC	SURVEY CONTROL
6-23	040 D 1-18	CONSTRUCTION DETAILS
24-35	050 RD 1-12	REMOVAL DETAILS
36-38	110 EC 1-3	EROSION CONTROL
39-44	205 PP 1-6	STORM SEWER DETAILS
45-55	206 PP 1-11	STORM/SANITARY LINING AND SANITARY REPAIR DETAILS
56-67	400 PP 1-11	PLAN SHEETS
68-88	600 PD 1-21	PAVING DETAILS
89-94		TRAFFIC SIGNAL PLANS
95-109		TRAFFIC SIGNAL DETAILS

2021 STREET IMPROVEMENTS - PACKAGE 1  
GEORGIA AVE & S 10TH ST

TITLE SHEET

CITY OF SHEBOYGAN  
PUBLIC WORKS

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

Ryan Szazma, PE - City Engineer

Designed By: TJM  
Drawn By: TJM  
Checked By: KEJ  
Plot Date: 1/12/21  
Bid No: 2451-21  
Project Date: FEBRUARY 2021  
Sheet No: 1

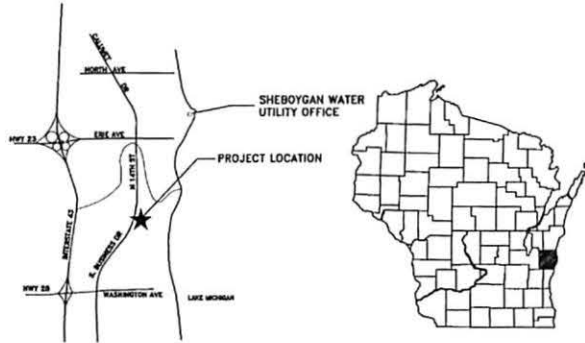
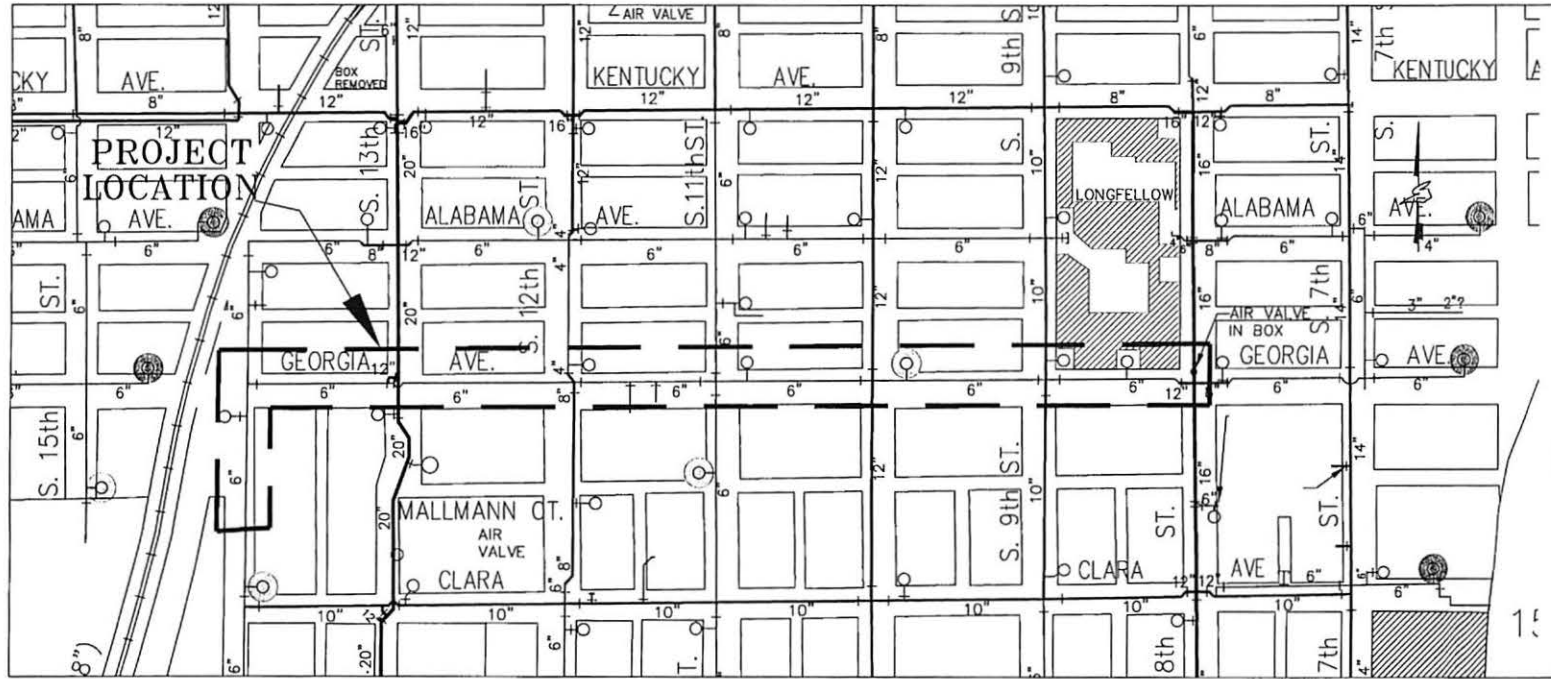
Drawing No: 000CV

Revision Number  
Revision Description  
Date

# WATER MAIN REPLACEMENT

GEORGIA AVENUE: S. 8TH ST TO S. 14TH ST

CITY OF SHEBOYGAN, WISCONSIN



### CONTACT INFORMATION

DAVID MCMILLAN	920-459-3839
THOMAS TREACY	920-459-3806
EMERGENCIES	911
POLICE DEPT.	920-459-3334
FIRE & AMBULANCE	920-459-3334
TRANSIT	920-459-3281
CITY ENGINEER	920-459-3394
PLUMBING INSPECTOR	920-459-4081
STREETS & SANITATION	920-459-3440
SHERIFF	920-459-3112



*Joe P. Truseblood*  
12/18/20



**DIGGERS HOTLINE**  
MILWAUKEE (METRO)  
414-344-5111  
OUTSIDE METRO  
1-800-242-8511

NOTE: RESPONSIBILITY FOR THE LOCATION OF UNDERGROUND FACILITIES IS AS ALLOCATED IN THE CONTRACT DOCUMENTS.

\*\*THIS PROJECT IN CONJUNCTION WITH PROJECT #19036-6\*\*

Location Map Scale:  
NOT TO SCALE  
PROJECT DESIGNED BY: T7/20  
PROJECT APPROVED BY: JM  
PROJECT APPROVED BY: JT

NO.	CHANGE	BY/DATE



WATER MAIN REPLACEMENT  
GEORGIA AVENUE - S 8TH STREET TO S 14TH ST  
SHEBOYGAN WATER UTILITY  
72 PARK AVE. SHEBOYGAN, WI 53081

Sheet No. 1 OF 16  
Date NOV 24TH, 2020  
Utility Project No. 19036-1  
Drawing No. COVERSHEET

Plotter: Adobe PDF Pentable: Acad.ctb Plot Scale: 1" = 40' XREF Page Setup Name: ----  
 Filename/Path: K:\Projects\19036-1 Georgia Ave- 9th St. to 14th St.\Design\19036-1 Georgia Ave from S. 8th St. to S.14th St.dwg Date: Nov 24, 2020 - 2:46pm

2021 Street Improvements ? Package 1 Georgia Ave. & S. 10th St. (#7523396)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/05/2021 10:00 AM CST

							Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
	1	COS-1	Mobilization (Items with item code starting with COS)	LS	1	\$35,000.00	\$35,000.00	
	2	COS-2	Traffic Control	LS	1	\$17,500.00	\$17,500.00	
	3	COS-3	Clearing and Grubbing	Inch	54	\$37.10	\$2,003.40	
	4	COS-4	Removing Street Light Base (including Backfill)	Each	1	\$100.00	\$100.00	
	5	COS-5	Removing Curb and Gutter	LF	1600	\$0.01	\$16.00	
	6	COS-6	Removing Concrete Sidewalk	SY	1775	\$9.00	\$15,975.00	
	7	COS-7	Removing Pavement	SY	4040	\$4.00	\$16,160.00	
	8	COS-8	Milling Asphaltic Pavement 3-Inch	SY	21045	\$3.05	\$64,187.25	
	9	COS-9	Butt Joints	SY	570	\$6.70	\$3,819.00	
	10	COS-10	Removing Manholes	Each	6	\$345.00	\$2,070.00	
	11	COS-11	Removing Inlets	Each	13	\$290.00	\$3,770.00	
	12	COS-12	Abandoning Inlet Leads	Each	7	\$425.00	\$2,975.00	
	13	COS-13	Removing Inlet Leads	LF	45	\$25.00	\$1,125.00	
	14	COS-14	Removing Guardrail (includes salvaging and reinstalling curl)	LF	82	\$16.00	\$1,312.00	
	15	COS-15	Removing Pedestrian Railing	LF	100	\$3.00	\$300.00	
	16	COS-16	Borrow	CY	425	\$17.50	\$7,437.50	
	17	COS-17	Excavation Below Subgrade	CY	20	\$40.00	\$800.00	
	18	COS-18	HMA Pavement 4 LT 58-28-S	Tons	4970	\$68.40	\$339,948.00	
	19	COS-19	HMA Pavement 4 HT 58-28 S	Tons	215	\$76.00	\$16,340.00	
	20	COS-20	Tack Coat	Gal	2990	\$3.00	\$8,970.00	
	21	COS-21	Concrete Sidewalk 4-Inch	SF	13070	\$7.30	\$95,411.00	
	22	COS-22	Base Aggregate Dense 1 1/4-Inch	Tons	480	\$10.00	\$4,800.00	
	23	COS-23	Concrete Base 7-Inch	S&	1070	\$43.83	\$46,898.10	
	24	COS-24	Concrete Pavement 9-Inch	SY	94	\$75.00	\$7,050.00	
	25	COS-25	Concrete Driveway 6-Inch	SY	39	\$72.00	\$2,808.00	
	26	COS-26	Detectable Warning Fields	SF	612	\$28.00	\$17,136.00	
	27	COS-27	Detectable Warning Fields City Provided	SF	264	\$5.00	\$1,320.00	
	28	COS-28	Concrete Curb and Gutter 24-inch (at Ramps)	LF	1170	\$49.00	\$57,330.00	
	29	COS-29	Concrete Curb and Gutter 24-inch (overlaid pan)	LF	850	\$42.00	\$35,700.00	
	30	COS-30	Concrete Curb and Gutter 24-inch (no ties)	LF	420	\$23.00	\$9,660.00	
	31	COS-31	Pedestrian Curb	LF	104	\$25.00	\$2,600.00	
	32	COS-32	Concrete Surface Drain	SY	14	\$100.00	\$1,400.00	
	33	COS-33	Sloped Median Nose	Each	2	\$300.00	\$600.00	
	34	COS-34	Salvage and Reset Manhole Frame and Grate	Each	22	\$380.00	\$8,360.00	
	35	COS-35	Salvage and Reset Inlet Frame and Grate	Each	14	\$380.00	\$5,320.00	
	36	COS-36	Inlets Type N1	Each	4	\$1,450.00	\$5,800.00	
	37	COS-37	Install City Provided Inlets Type N1	Each	6	\$1,130.00	\$6,780.00	
	38	COS-38	Install City Provided Storm MH Casting	Each	10	\$380.00	\$3,800.00	
	39	COS-39	Install City Provided Sanitary MH Casting	Each	5	\$380.00	\$1,900.00	
	40	COS-40	Inlet Frame and Grate	Each	4	\$895.00	\$3,580.00	
	41	COS-41	Install City Provided Inlet Frame and Grate	Each	9	\$380.00	\$3,420.00	
	42	COS-42	Inlet Casting Frame and Grate Type C	Each	1	\$895.00	\$895.00	
	43	COS-43	Manhole 4-FT Diameter	Each	1	\$2,000.00	\$2,000.00	
	44	COS-44	Install City Provided Manhole	Each	10	\$1,530.00	\$15,300.00	
	45	COS-45	Manhole Casting	Each	1	\$712.00	\$712.00	
	46	COS-46	Replace Existing MH Castings	Each	2	\$712.00	\$1,424.00	
	47	COS-47	Repair Offset Ferno	Each	4	\$3,950.00	\$15,800.00	
	48	COS-48	Install City Provided 10-Inch PVC Sanitary Sewer	LF	30	\$153.00	\$4,590.00	
	49	COS-49	Install City Provided 12-Inch PVC Storm Sewer	LF	169	\$68.00	\$11,492.00	
	50	COS-50	Install City Provided 15-Inch PVC Storm Sewer	LF	123	\$69.00	\$8,487.00	
	51	COS-51	Install City Provided 18-Inch PVC Sanitary Sewer	LF	57	\$196.00	\$11,172.00	
	52	COS-52	Install City Provided 18-Inch PVC Storm Sewer	LF	89	\$93.00	\$8,277.00	
	53	COS-53	Install City Provided 21-Inch PVC Storm Sewer	LF	16	\$138.00	\$2,208.00	
	54	COS-54	Install City Provided 30-Inch PVC Storm Sewer	LF	18	\$105.00	\$1,890.00	
	55	COS-55	Sanitary Sewer Lining 10-Inch	LF	2948	\$27.00	\$79,596.00	
	56	COS-56	Sanitary Sewer Lining 12-Inch	LF	357	\$43.00	\$15,351.00	
	57	COS-57	Sanitary Sewer Lining 15-Inch	LF	638	\$47.50	\$30,305.00	
	58	COS-58	Sanitary Sewer Lining 18-Inch	LF	204	\$80.00	\$16,320.00	
	59	COS-59	Sanitary Sewer Lining 24-Inch	LF	214	\$95.00	\$20,330.00	
	60	COS-60	Storm Sewer Lining 8-Inch	LF	246	\$31.00	\$7,626.00	
	61	COS-61	Storm Sewer Lining 10-Inch	LF	458	\$22.00	\$10,076.00	
	62	COS-62	Storm Sewer Lining 12-Inch	LF	257	\$33.00	\$8,481.00	
	63	COS-63	Storm Sewer Lining 15-Inch	LF	923	\$46.00	\$42,458.00	
	64	COS-64	Storm Sewer Lining 18-Inch	LF	350	\$55.00	\$19,250.00	



2021 Street Improvements ? Package 1 Georgia Ave. & S. 10th St. (#7523396)  
 Owner: Sheboygan WI, City of  
 Solicitor: Sheboygan WI, City of  
 03/05/2021 10:00 AM CST

							Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
	65	COS-65	Sanitary Sewer Manhole Lining	VF	8	\$625.00	\$5,000.00	
	66	COS-66	Inlet Protection	Each	75	\$60.00	\$4,500.00	
	67	COS-67	Rock Bags	Each	110	\$11.00	\$1,210.00	
	68	COS-68	Silt Fence	LF	60	\$3.00	\$180.00	
	69	COS-69	Pedestrian Railing (SW Quadrant)	Each	1	\$8,810.00	\$8,810.00	
	70	COS-70	Pedestrian Railing (NW Quadrant)	Each	1	\$8,810.00	\$8,810.00	
	71	COS-71	Temporary Safety Fence	LS	1	\$400.00	\$400.00	
	72	COS-72	Site Restoration	LS	1	\$6,000.00	\$6,000.00	
	73	COS-73	Traffic Signals - Complete	LS	1	\$199,264.00	\$199,264.00	
	74	COS-74	Bulkhead and Slurry 18-inch Pipe	LF	45	\$30.00	\$1,350.00	
	75	COS-75	Allowance - Traffic Signal Items	LS	1	\$40,000.00	\$40,000.00	
	76	COS-76	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00	
<b>COS Total</b>							<b>\$1,481,045.25</b>	
<b>SWU</b>	77	SWU-1	Mobilization (Items with item code starting with SWU)	LS	1	\$10,000.00	\$10,000.00	
	78	SWU-2	12" PVC water main, furnish & install	LF	3110	\$135.00	\$419,850.00	
	79	SWU-3	10-in PVC water main, furnish & install	LF	40	\$200.00	\$8,000.00	
	80	SWU-4	8-in PVC water main, furnish & install	LF	180	\$145.00	\$26,100.00	
	81	SWU-5	6-in DI water main & hydrant lead, furnish & install	LF	150	\$158.00	\$23,700.00	
	82	SWU-6	12-in valve and box, furnish & install	EA	12	\$3,504.00	\$42,048.00	
	83	SWU-7	8-in valve and box, furnish & install	EA	4	\$1,896.00	\$7,584.00	
	84	SWU-8	6-in valve and box, furnish & install	EA	6	\$1,322.00	\$7,932.00	
	85	SWU-9	Fire hydrant, furnish & install,	EA	5	\$5,032.00	\$25,160.00	
	86	SWU-10	Existing 6-inch water service connection	EA	1	\$4,395.00	\$4,395.00	
	87	SWU-11	1-1/2" stone foundation, delivered and placed	CY	300	\$30.00	\$9,000.00	
	88	SWU-12	Temporary Water Supply	LS	1	\$32,650.00	\$32,650.00	
	89	SWU-13	Erosion Control	LS	1	\$100.00	\$100.00	
	90	SWU-14	Site Restoration	LS	1	\$1,600.00	\$1,600.00	
	91	SWU-15	Milling Asphaltic Pavement, 3-Inch	SY	100	\$9.70	\$970.00	
	92	SWU-16	Tack Coat	Gal	127	\$3.00	\$381.00	
	93	SWU-17	HMA Pavement 4 LT 58-28-S	Tons	200	\$82.15	\$16,430.00	
	94	SWU-18	Concrete Base, 7" furnish and install	SY	3300	\$43.83	\$144,639.00	
	95	SWU-19	Concrete Pavement, 9" furnish and install	SY	100	\$75.00	\$7,500.00	
<b>SWU Total</b>							<b>\$788,039.00</b>	
<b>Grand Total</b>							<b>\$2,269,084.25</b>	

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 180-20-21 by Alderpersons Donohue and Bohren authorizing a budget adjustment and appropriation in the 2021 budget regarding Mead Public Library; 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



VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 183-20-21 by Alderpersons  
Donohue and Bohren awarding the sale of \$5,140,000 General Obligation  
Promissory Notes, Series 2021A; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

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

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

III

Res. No. 183 - 20 - 21. By Alderpersons Donohue and Bohren. March 1, 2021.

RESOLUTION AWARDING THE SALE OF \$5,140,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A

WHEREAS, on February 15, 2021, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2021A (the "Notes") for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2021 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 15, 2021;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 15, 2021;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation

Exp adopt.

fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$5,140,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2021A"; shall be issued in the aggregate principal amount of \$5,140,000; shall be dated April 1, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on December 1, 2029 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2029 for the payments due in the years 2022 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2021A, dated April 1, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and

covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official

Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

*Mylyme Nowlin*

*James A Bohne*

DRAFT

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Dated \_\_\_\_\_, 2021. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2021. \_\_\_\_\_, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021A

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:  
ISSUE:  
December 1, \_\_\_\_\_ April 1, 2021 \_\_\_\_\_ %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS (\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,140,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2021 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts, as authorized by a resolution adopted on March 15, 2021. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied

sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Res. No. 184-20-21 by Alderpersons Donohue and Bohren awarding the sale of \$3,660,000 Taxable General Obligation Refunding Bonds, Series 2021B; 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

49

Res. No. 184 - 20 - 21. By Alderpersons Donohue and Bohren. March 1, 2021.

RESOLUTION AWARDDING THE SALE OF \$3,660,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B

WHEREAS, on March 1, 2021, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Taxable General Obligation Refunding Bonds, Series 2021B (the "Bonds") for the public purpose of refunding outstanding obligations of the City, specifically the callable maturities of its General Obligation Promissory Notes, dated August 4, 2015 ("2015 Notes"), a portion of the 2024 and 2025 maturities of the General Obligation Promissory Notes, Series 2016A, dated April 20, 2016 ("2016A Notes"), and the callable maturities of its General Obligation Promissory Notes, Series 2017A, dated May 15, 2017 ("2017A Notes") (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of restructuring the outstanding obligations of the City;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Bonds on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 15, 2021;

FAP  
adopt

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 15, 2021;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THREE MILLION SIX HUNDRED SIXTY THOUSAND DOLLARS (\$3,660,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2021B"; shall be issued in the aggregate principal amount of \$3,660,000; shall be dated April 1, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations (and any obligations refunded by the Refunded Obligations) in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2030 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2029 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2032 for the payments due in the years 2021 through 2033 in the amounts set forth on the Schedule. The amount of tax levied in the year 2021 shall be the total amount of debt service due on the Bonds in the years 2021 and 2022; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2021.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2021 as set forth on the Schedule.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed



Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided below. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile

signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The Mayor and City Clerk, or other appropriate officers of the City, are hereby authorized and directed to execute an escrow agreement (the "Escrow Agreement") with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the City's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 16. SLGS Subscriptions. The Escrow Agent and appropriate officers and agents of the City are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 17. Redemption of the 2015 Notes. The 2015 Notes maturing on October 1, 2023 and thereafter are hereby called for prior payment and redemption on October 1, 2022 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption of the redemption of such 2015 Notes, in substantially the form to be attached to the Escrow Agreement (the "2015 Notes Notice"), to be provided at the times, to the parties and in the manner set forth on the 2015 Notes Notice.

Section 18. Redemption of the 2016 Notes. \$375,000 in principal amount of the 2024 maturity of the 2016 Notes and \$375,000 in principal amount of the 2025 maturity of the 2016 Notes are hereby called for prior payment and redemption on October 1, 2023 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption of the redemption of such 2016 Notes, in substantially the form to be attached to the Escrow Agreement (the "2016 Notes Notice"), to be provided at the times, to the parties and in the manner set forth on the 2016 Notes Notice.

Section 19. Redemption of the 2017 Notes. The 2017 Notes maturing on April 1, 2026 and thereafter are hereby called for prior payment and redemption on April 1, 2025 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption of the redemption of such 2017 Notes, in substantially the form to be attached to the Escrow Agreement (the "2017 Notes Notice"), to be provided at the times, to the parties and in the manner set forth on the 2017 Notes Notice.

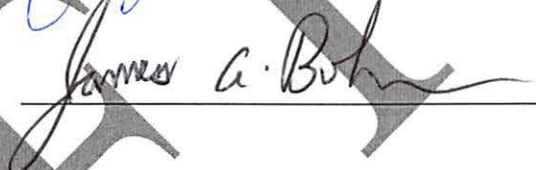
Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

  
\_\_\_\_\_

  
\_\_\_\_\_

DRAFT

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Dated \_\_\_\_\_, 2021. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2021. \_\_\_\_\_, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT



EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R-\_\_\_\_ CITY OF SHEBOYGAN \$\_\_\_\_\_  
TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2021B

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:  
ISSUE:  
April 1, \_\_\_\_\_ April 1, 2021 \_\_\_\_\_ %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS (\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,660,000, all of which are of like tenor, except as to

denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on March 15, 2021. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on April 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the

City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
March 15, 2021.

Your Committee to whom was referred Gen. Ord. No. 38-20-21 by Alderpersons Donohue and Bohren temporarily providing for the change of various due dates related to parking assessments in the City of Sheboygan; 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. 38 - 20 - 21. By Alderpersons Donohue and Bohren.  
March 1, 2021.

AN ORDINANCE temporarily providing for the change of various due dates related to parking assessments in the City of Sheboygan.

WHEREAS, the City of Sheboygan, pursuant to authority contained in §§ 66.0703 and 66.0829, Wis. Stats., and Chapter 106 of the Sheboygan Municipal Code, assesses the cost of operating and maintaining public off-street parking facilities within five Parking Assessment Districts, though one of those districts (District No. 3) is inactive; and

WHEREAS, the effects of the COVID-19 pandemic have led to a reduction in revenue received from the operation of said facilities, thereby resulting in anticipated increases in assessments at a time when such increases are inconvenient and difficult for those being assessed; and

WHEREAS, while state law limits the City's ability to reduce the amount of increase, since assessments must reflect the actual costs of operating and maintaining the parking facilities, it seems prudent to extend the due date for the payment of said assessments.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

For the calendar year of 2021 only, all special assessments levied in the active districts shall be collected and paid by June 1, 2021, rather than May 1. Any payments received after June 1 shall be charged the interest rate provided in the appropriate section of the Municipal Code for each district.

*FAP  
adopt*

*My name Donohue*  
\_\_\_\_\_  
*James A. Bohren*  
\_\_\_\_\_

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

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

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

~~IX~~

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. March 15, 2021.

Your Committee to whom was referred Gen. Ord. No. 39-20-21 by Alderpersons Dekker and Sorenson amending Section 110-210 of the Sheboygan Municipal Code relating to assessments of costs for sidewalks; recommends to amend the Ordinance to provide a limitation of 75 square feet of sidewalk per parcel per side adjacent to the public right of way per year.

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

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Subs. of Gen. Ord. No. 39 - 20 - 21. By Alderpersons Dekker and Sorenson.  
March 15, 2021.

AN ORDINANCE amending Section 110-210 of the Sheboygan Municipal Code relating to assessments of costs for sidewalks.

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

Section 1. Section 110-210 of the Municipal Code is hereby amended to read as follows:

"Sec. 110-210. *Assessment of costs.*

- (a) The department of public works shall keep an accurate account of the expenses of the work done by contract or otherwise under this division and shall report the expenses to the finance director/treasurer.
- (b) The expenses so incurred as a result of sidewalk damage relating to street trees will be paid by the City of Sheboygan, up to a maximum of seventy-five square feet of sidewalk per parcel per side adjacent to the public right of way per year.
- (c) The expenses which are: (1) incurred as a result of sidewalk damage relating to street trees beyond the seventy-five square foot maximum in subsection (b), or (2) not incurred as a result of sidewalk damage relating to street trees, will be assessed to the abutting property owner at 100% of the cost.
- (d) In certain circumstances, pursuant to Wis. Stat. § 66.0715(3), expenses which are assessed against the property owner as a result of subsection (c) may be paid in annual installments. If the assessment is in excess of \$100.00, it may be paid in five annual installments. If the assessment is in excess of \$5,000.00, it may be paid in ten annual installments. Interest accrues on the unpaid balance of the assessment at the rate determined by the finance director/treasurer prior to the issuance of the special assessment based on the interest rate of the city's most recent general obligation borrowing. The interest rate for the special assessment may not be changed during the course of the installment payments for a particular special assessment. Upon said determination, the finance director/treasurer shall prepare the expense statement as required in this subsection in such manner and with such frequency as the improvement installment payment schedule allows. The city clerk shall charge the amount of the installment to each lot or parcel of land and enter it on the tax roll as a special assessment against such lot or parcel each year until all installments have been entered, and the assessment shall be collected in all respects as other taxes upon real estate.

(e) The City of Sheboygan will not pay for mudjacking of sidewalks, and the approved City of Sheboygan contractor must do the sidewalk replacement work."

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.

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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

6.2

~~IX~~

Gen. Ord. No. 39 - 20 - 21. By Alderpersons Dekker and Sorenson.  
March 1, 2021.

AN ORDINANCE amending Section 110-210 of the Sheboygan Municipal Code relating to assessments of costs for sidewalks.

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

Section 1. Section 110-210 of the Municipal Code is hereby amended to read as follows:

"Sec. 110-210. *Assessment of costs.*

- (a) The department of public works shall keep an accurate account of the expenses of the work done by contract or otherwise under this division and shall report the expenses to the finance director/treasurer.
- (b) The expenses so incurred as a result of sidewalk damage relating to street trees will be paid by the City of Sheboygan, up to a maximum of seventy-five square feet of sidewalk per parcel per year.
- (c) The expenses which are: (1) incurred as a result of sidewalk damage relating to street trees beyond the seventy-five square foot maximum in subsection (b), or (2) not incurred as a result of sidewalk damage relating to street trees, will be assessed to the abutting property owner at 100% of the cost.
- (d) In certain circumstances, pursuant to Wis. Stat. § 66.0715(3), expenses which are assessed against the property owner as a result of subsection (c) may be paid in annual installments. If the assessment is in excess of \$100.00, it may be paid in five annual installments. If the assessment is in excess of \$5,000.00, it may be paid in ten annual installments. Interest accrues on the unpaid balance of the assessment at the rate determined by the finance director/treasurer prior to the issuance of the special assessment based on the interest rate of the city's most recent general obligation borrowing. The interest rate for the special assessment may not be changed during the course of the installment payments for a particular special assessment. Upon said determination, the finance director/treasurer shall prepare the expense statement as required in this subsection in such manner and with such frequency as the improvement installment payment schedule allows. The city clerk shall charge the amount of the installment to each lot or parcel of land and enter it on the tax roll as a special assessment against such lot or parcel each year until all installments have been entered, and the assessment shall be collected in all respects as other taxes upon real estate.

PN

(e) The City of Sheboygan will not pay for mudjacking of sidewalks, and the approved City of Sheboygan contractor must do the sidewalk replacement work."

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

*Dean Decker*

*Ben Sog*

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

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

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

**I**

Gen. Ord. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Donohue and Bohren.  
March 15, 2021.

AN ORDINANCE amending the Municipal Code to assign the statutory duties of comptroller to the City Administrator.

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

Section 1. Chapter 2, Article III, Division 5 of the Municipal Code is hereby amended to read as follows:

"DIVISION 5. CITY ADMINISTRATOR

Sec. 2-340. *Position established.*

- (a) The position of city administrator is established for the city service, which position shall be under the direction of the common council with input from the mayor.
- (b) All references to chief administrative officer in this Code shall be changed to city administrator.

Sec. 2-341. *Appointment and term.*

The city administrator shall be appointed by the common council with input from the mayor. Said appointee may be removed only for cause by a four-fifths vote of the common council. The term "cause" as used in this subsection, is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office.

Sec. 2-342. *Duties.*

The city administrator shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the comptroller.

Sec. 2-343 - 2-365. *Reserved."*

Section 2. Section 2-937 of the Municipal Code entitled "Finance director/treasurer" is hereby amended in subsection (b) thereof to read as follows:

"Sec. 2-937. *Finance director/treasurer.*

. . .

(b) *Duties and authority.* The finance director/treasurer shall be:

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- (1) The administrative head of the finance department and as such shall supervise the work of all the officers and employees thereof for the effective and efficient operation of the department and the city's fiscal affairs.
- (2) The finance director/treasurer shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the treasurer.
- (3) Responsible for reports required by state statutes and such others as may be required by law and the common council.

. . . "

Section 3. Section 2-225 of the Municipal Code entitled "Bonds generally" is hereby amended to read as follows:

"Section 2-225. *Bonds generally.*

- (a) The various city officers and employees shall be bonded in the following amounts:

. . .

- (6) City administrator, \$20,000.00

. . . "

Section 4. Section 2-938 of the Municipal Code entitled "Contracts for tax incremental financing projects" is hereby amended to read as follows:

"Section 2-938. *Contracts for tax incremental financing.*

No contract for tax incremental financing district projects or change orders to such contracts shall be executed on the part of the city until the city administrator shall have countersigned the contract of change order and made an endorsement thereon, showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder."

Section 5. Section 2-966 of the Municipal Code entitled "Approval" is hereby amended to read as follows:

"Section 2-966. *Approval.*

- (a) An alternative system of approving financial claims against the municipal treasury, other than claims subject to Wis. Stat. § 893.80, is established under Wis. Stat. § 66.0609. Payments may be

made from the city treasury after the city administrator audits and approves each claim as a proper charge against the treasury and endorses his or her approval on the claim having determined that the following conditions have been complied with:

- (1) Funds are available therefor pursuant to the budget approved by the common council.
- (2) The item or service covered by such claim has been duly authorized by the proper official, department head or board or commission.
- (3) The item or service has been actually supplied or rendered in conformity with such authorization.
- (4) The claim is just and valid pursuant to law.

The city administrator may require the submission of such proof and evidence to support the conditions as in his or her discretion he or she may deem necessary.

- (b) The city administrator shall file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount.
- (c) The common council shall authorize an annual detailed audit of its financial transactions and accounts by the department of revenue pursuant to Wis. Stat. § 73.10 or by a public accountant licensed under Wis. Stat. ch. 442, the designation to be made by the common council.
- (d) Such system shall be operative only if the city administrator is covered by a fidelity bond of not less than \$20,000.00.
- (e) With the adoption of this section, the claim procedure required by Wis. Stat. §§ 61.25(6), 61.51, 62.09(10), 62.11, and 62.12, and other relevant provisions, except Wis. Stat. § 893.80, is not applicable."

Section 6. Section 10-103 of the Municipal Code entitled "Retail 'Class B' licenses" is hereby amended in subsection (g) thereof to repeal subsections (1), (2), and (3) thereof, such that said subsection (g) reads as follows:

"Sec. 10-103. *Retail "Class B" licenses.*

. . .

- (g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be \$10,000.00, except

that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stat. § 125.51(4)(a)4 is the fee established in subsection (d) above."

Section 7. Section 34-273 of the Municipal Code entitled "Investment of fund" is hereby amended to read as follows:

"Sec. 34-273. *Investment of fund.*

Under this division, when any money in the perpetual care trust fund shall not have been transferred to another city fund, the city administrator, under supervision of the council and the finance committee, shall - to the extent permitted by the City's adopted Investment Policy - purchase securities issued or guaranteed as to the principal and interest by the United States government; bonds or securities of any county, city or drainage district; bonds or securities of any vocational, technical and adult education district, village, town or school district of this state; or may invest in the state local government pooled-investment fund. The interest on these investments shall be collected by the city administrator, and he or she shall make a semiannual report to the council in which he or she shall itemize the securities and the amount of interest received. The city administrator, council and the finance committee shall analyze such securities at least twice a year as to advisability of retaining any securities."

Section 8. Section 58-38 of the Municipal Code entitled "Audits" is hereby amended in subsection (a) thereof to read as follows:

"Sec. 58-38. *Audits.*

- (a) The library board shall audit and approve all expenditures of the public library and forward the bills or vouchers covering the expenditures, setting forth the name of each claimant or payee, the amount of each expenditure and the purpose for which it was expended, to the city administrator. The library shall include a statement, signed by the library board secretary or other designee of the library board, that the expenditure has been incurred and that the library board has audited and approved the expenditure. The appropriate municipal official shall then pay the bill as others are paid.

. . ."

Section 9. Section 74-11 of the Municipal Code entitled "Audits and reports" is hereby amended to read as follows:

"Sec. 74-11. Audits and reports.

All claims and demands against the city pertaining to parks, parkways, boulevards or pleasure drives shall, prior to their allowance by the city, be audited and adjusted by the city administrator. Immediately after their allowance, a list of claims and demands so allowed shall be furnished to the finance director/treasurer stating the character of the materials furnished or services rendered to ensure appropriate payments are made."

Section 10. 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

**A**

Gen. Ord. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Sorenson and Dekker.  
March 15, 2021.

AN ORDINANCE repealing and recreating various sections of Article III of Chapter 26 of the Municipal Code, entitled "Electrical."

WHEREAS, the State of Wisconsin has informed the City of Sheboygan that it meets all of the requirements pursuant to the Wisconsin Administrative Code to exercise jurisdiction over the inspection of electrical wiring installations at farms, public buildings, places of employment, campgrounds, manufactured home communities, public marinas, piers, docks, wharves, and recreational vehicle parks; and

WHEREAS, as such, the State of Wisconsin Department of Safety and Professional Services ("Department") has delegated to the City the primary responsibility to perform commercial electrical permitting and inspecting for all installations under Wis. Admin. Code § SPS 316.012(1)(a) to be constructed within the limits of the City, with the exception of state-owned buildings; and

WHEREAS, the Department has identified modifications to the City's electrical code it is suggesting in light of updates to the Wisconsin Administrative Code.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 26-229 of the Municipal Code entitled "Emergency work" is hereby repealed and recreated to read as follows:

"Sec. 26-229. - Emergency work.

In emergency work, the owner of the premises where the installation is to occur or their agent shall submit a permit application for the installation to the electrical inspector on forms furnished by the inspector by no later than the next business day after commencement of the installation. Such work shall be performed in accordance with the provisions of this article."

Section 2. Section 26-257 of the Municipal Code is hereby repealed and recreated in subsection (b) thereof to read as follows:

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"Sec. 26-257. - Required.

. . .

- (b) When any electrical work for which a permit has been issued is not started within twelve months from the date of the issuance of the permit, or if, after starting, there is a cessation of such work of more than twelve months, the permit shall lapse and be void, and no electrical work shall begin or resume until a new permit is obtained and fees paid.

. . ."

Section 3. Section 26-258 of the Municipal Code is hereby amended to add subsection (c) thereof to read as follows:

"Sec. 26-258. - Annual plant permits.

. . .

- (c) Notwithstanding the provisions of this section, no inspection shall be required of any installation, repair, or maintenance of electrical wiring within an existing industrial facility or an existing manufacturing facility unless the plan for the installation, repair, or maintenance is required to be examined under Wis. Stats. § 101.12 (2) by the department or by a municipality that has its examinations accepted by the department under Wis. Stats. § 101.12 (3) (a), (am), or (b)."

Section 4. Section 26-259(a)(8) of the Municipal Code is hereby repealed.

Section 5. Section 26-259 of the Municipal Code is hereby amended in subsection (b) thereof to read as follows:

"Sec. 26-259. - Exemptions.

. . .

- (b) All work performed under the exceptions provided in subsections (a)(2) through (7) of this section shall be performed in full compliance with this article."



Section 6. 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.

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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

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R. O. No. 152 - 20 - 21. By DIRECTOR OF PLANNING AND DEVELOPMENT AND SUSTAINABILITY COORDINATOR, Chad Pelishek. March 1, 2021.

Submitting the 2020 Green Tier Legacy Communities Annual Report outlining the City of Sheboygan's 2020 sustainable accomplishments and reporting that the document will be submitted to the Wisconsin Department of Natural Resources.

The City of Sheboygan joined the Green Tier Charter in 2013. The Charter provides valuable networking, grant opportunities, and resources for the City's sustainability initiatives. A requirement of the being a member of the Charter is that an annual report be submitted by the end of March. The City's Sustainability Coordinator and city staff have prepared the report which outlines the City's sustainable accomplishments for 2020.

DIRECTOR OF PLANNING AND DEVELOPMENT  
AND SUSTAINABILITY COORDINATOR

*Chad Pelishek*



# Green Tier Legacy Communities

## City of Sheboygan

### 2020 Annual Sustainability Report



# INTRODUCTION

The City of Sheboygan is committed to continued improvement through sustainable projects, programs, and policies. 2020 was a year of ongoing sustainability projects, as well as implementation and instigation of new ones.

## STATEMENT ABOUT COVID



# TRANSPORTATION

**Shoreline Metro** - Due to the COVID-19 pandemic, Shoreline Metro saw a 45% ridership decrease from 678,200 in 2019 to 373,021 in 2020. Sheboygan Area School District and Shoreline Metro partnered to provide free student trips year-round to as many students as capable given the restrictions presented by COVID-19.



**Changes Due to COVID-19 Pandemic** - Due to the nature of the COVID-19 Pandemic, Shoreline Metro had to make some adjustments to ensure the safety of riders. All Shoreline Metro buses required riders to wear masks, riders were encouraged only to make essential trips to reduce the amount of unnecessary contact, during peak hours of the day, and finally, supplemental buses and shuttles were utilized to accommodate the capacity limit of 15 customers per bus.

**Pedestrian Safety Improvements** - With the introduction of the new automated garbage and recycling program, Sheboygan garbage trucks now have 360-degree cameras to minimize blindspots. Now, residents of all ages can safely transport their trash to and from the curb knowing they are well seen by the garbage truck drivers.

**ADA Sidewalk Improvements** - The Department of Public Works concrete crews have been placing more yards of concrete the last four years due to the installation of American's with Disabilities Act accessible ramps. DPW crews have been working with the Engineering Division to learn how to use laser levels and set the proper grade for the accessible ramps. Crew members have also attended seminars to learn about the specific grades and requirements of ADA Act. Specifically in 2020, DPW personnel installed the ADA compliant ramps surrounding Martin Avenue. Additionally In the fall, Martin Avenue was milled and replaced with new asphalt. All of the sidewalk and street surface improvement materials were funded by Community Development Block Grant funding.

**Hospital Infrastructure Improvements** - To help prepare for the hospital currently set to finish construction in 2022, The Sheboygan Department of Public Works reconstructed the utilities and pavement at the Taylor Drive and Union Avenue Intersection. The hospital addition will be increasing activity for the already busy intersection and these improvements will ensure a smooth transition once the hospital is ready to open.



# ENERGY

**Sheboygan Water Utility Goes Solar** - After partnering with Arch Electric of Plymouth, Sheboygan Water Utility's Board of Water Commissioners completed an initial plan to install solar panels on the administrative office's roof. Beginning in April 2020, a solar array was constructed for less than \$60,000 with an estimated payback period of 13 years and a lifetime of 20 years. The solar array has a capacity of 20 kW or about 30% of the administrative office building's power consumption.

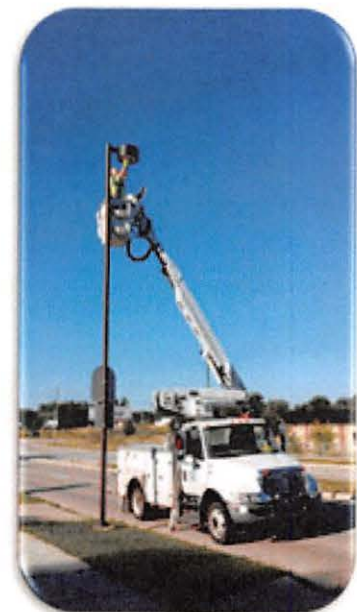
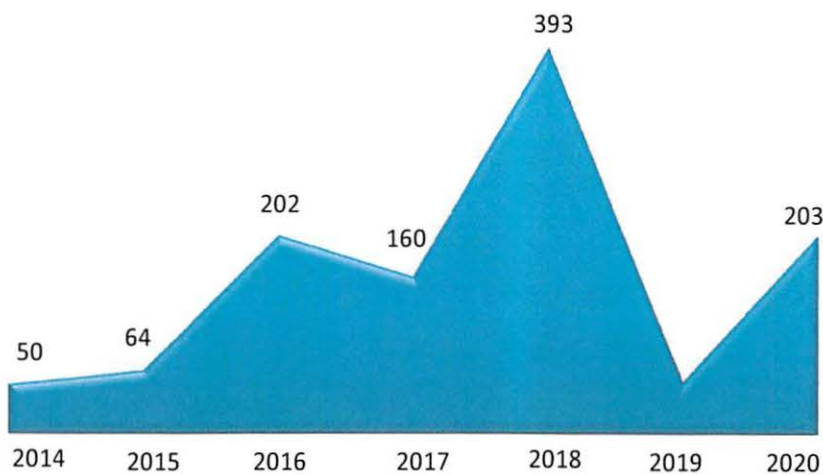


**Sol-Smart Bronze Designation** - SolSmart is a designation program developed by The Solar Foundation (TSF) to assist and recognize communities that act to cut red tape and improve local solar market conditions by making it faster, easier and, more affordable to go solar in their jurisdiction. 2020 marks the second year Sheboygan has held this designation.



**Conversion to LED Lights** - The Facilities and Traffic Division of the Department of Public Works was responsible for converting 203 light poles to energy efficient LED's in the City owned parking lots; this resulted in an annual energy savings of \$8,074.

LED Street Lighting Conversion



## WATER



**Replacing Sanitary Manholes** - During the 2020 construction season, the Department of Public Works replaced 32 sanitary manholes. The Division uses precast concrete manholes as replacements. Often times, they are replacing cream city brick manholes that were built by hand in the late 1800's. Using precast structures makes for faster and easier repairs, limiting the amount of time that our employees are working in an excavation. Precast structures also limit the amount of infiltration from ground and surface water.

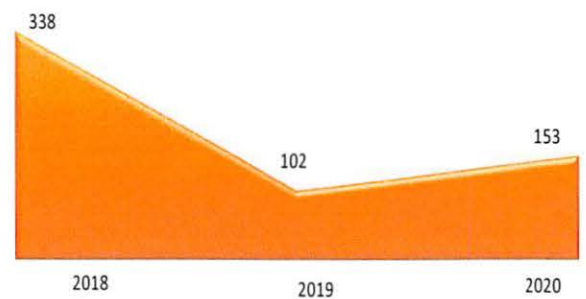
Along with replacing sanitary manholes, crews replaced catch basins and storm water manholes. Replacing the entire manhole with a precast concrete one is more effective methods over the long term because they allow little opportunity for groundwater infiltration.

**Anti-icing prior to snow events** - The use of brine (anti-icing) is applied up to three days prior to a snow event which prevents the snow and ice from forming a bond with the road surface. By using brine our salt usage was cut by 42% which reduces the amount of salt that bounced and scattered into the curb lines. The city only used 1,701 tons of salt compared to 2,925 tons the year before. The city saw 10 snow events for a total of 34 inches of snow.

**Street Sweeping and Sanitation** - Due to water quality concerns, the State of Wisconsin now requires the City to permit its storm sewer system through the Wisconsin Department of Natural Resources (WDNR). The permit requires "best management practices" (BMP) to ensure water quality. Two major BMP are street sweeping and catch basin cleaning. In 2000, the Streets Division started to systematically clean catch basins. Prior to this period, the Division cleaned basins only on a complaint basis. The first year experienced a large amount of tonnage collected due to the infrequent cleaning in the past. In 2020, the Department of Public Works removed over 153 tons of debris from those catch basins.

The Department of Public Works also dispatches four street sweepers to comply with the WDNR's storm water permit requirements. During early spring, the DPW will dispatch all four sweepers for heavy sweeping. After, the City has been completely swept one time; two sweepers are kept on through the rest of the year as weather permits. In 2020, the Department swept over 6,464 miles of curb line and removed 896 tons of debris from the City streets.

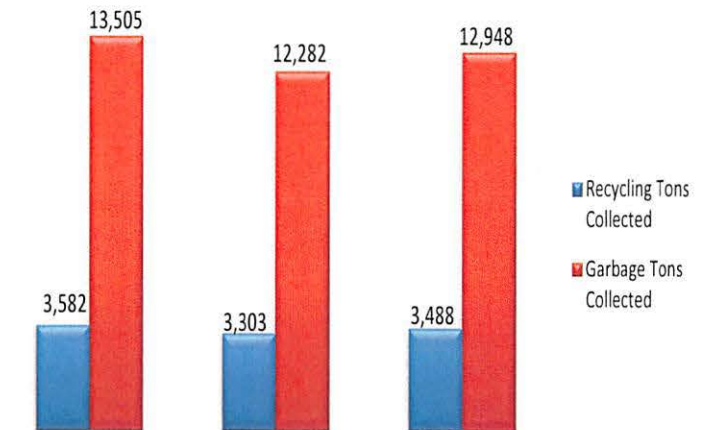
**Catch Basin Debris Removed (Tons)**



# WASTE

**Recycling and composting** - This year, the city collected 3,488 tons of recycling at the curb. 126 tires, 321 tons of scrap metal and 12,485 gallons of oil were also recycled. Additionally, 1,252 tons of leaves and 3,566 tons of yard waste were collected and sent to a vendor for composting. The city spent \$33,011 on branch grinding to create mulch for residents and city use.

**Automated Garbage and Recycling** - In 2019, the City of Sheboygan created a plan to convert to an Automated garbage and Recycling Program. After purchasing seven automated side loader trucks for \$2,002,498, the new program was able to begin. In April of 2020, residents began receiving the 96 gallon garbage carts. This transition will make the garbage day process cleaner and safer for Department of Public Works employees who until this change, had to pick up trash bags by hand to load them into the trucks manually. Additionally, the recycling bins increased citywide recycling by 185 tons. The Sheboygan Department of Public Works anticipates a total of 3,700 tons of recycling in 2021 which is an increase from 2020's 3,488 tons recycled. To help inform residents about new procedures, the Department of Public Works includes informational videos, demonstration videos, a recycling item cheat sheet, trash collection schedule reminders, as well as regular press releases to give tips on things such as how much room to shovel around the garbage carts and the best places to store the carts when it is not a garbage day.



**Residential Recycling Center** – The Residential Recycling Center is a drop-off site that provides residents with a place to dispose scrap metal, yard waste, waste oil, and many other items not picked-up with curbside collection or banned from landfills. Currently, there is no charge for this service. The following page is a summary of the utilization of the drop-off site. The increase in scrap metal collected is due to the market prices falling; as a result, citizens are not cashing in their scrap metals and conveniently using the drop-off site. The trend in yard waste has steadily grown due to the increased awareness of the Residential Recycling Center's accessibility.

New City of Sheboygan trash carts



New automated garbage truck

# DPW RECYCLING CENTER STATISTICS

## Scrap Metal Tons



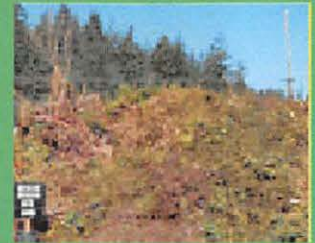
Oil Collection Tanks



## Used Motor Oil Collected (Gallons)



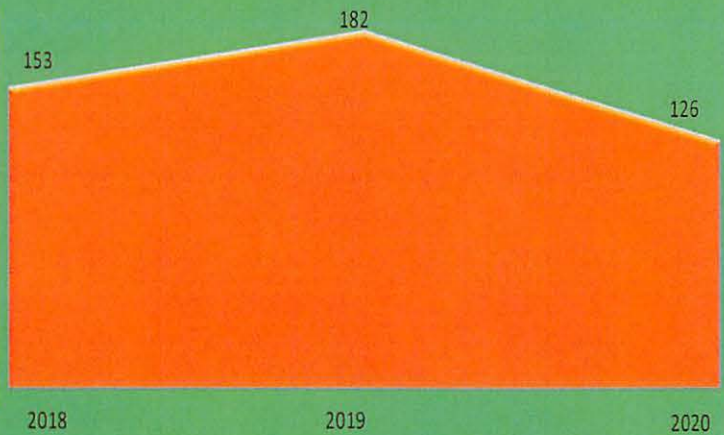
**3,566 TONS**  
OF YARD WASTE  
MANAGED  
IN 2020



**\$33,011**  
DOLLARS SPENT ON  
BRANCH GRINDING



## Used Tires Collected



## LAND USE

**Bluff Restoration** - In 2020, the Sheboygan DPW worked to replace invasive Phragmites and Japanese Knotweed on the Sheboygan Bluff and in Estuary Park. Through their efforts, 32.9 acres of Phragmites were treated and 1.9 acres of Japanese Knotweed were treated. In total, 5.5 acres of the bluff was revegetated. 2.1 acres of native seed was installed on the bluff to regrow on the bluff naturally. Throughout the spring of 2020 at Estuary Park, 16.4 acres of native seed was installed to help restore the environment surrounding the Sheboygan River.



**Forestry** - In 2020, the Division contracted for the planting of 480 trees. Financing for the tree planting was a combination of city funds, Community Development Block Grant funds, a grant from 100 Friends of Wisconsin and USDA Forest Service, and donations from the local Rotary Clubs. The Division also treated 801 ash trees with insecticide and removed 743 ash trees, in Maywood, 295 dead, dying or hazardous trees were removed. Between Maywood and estuary parks, 4,331 small trees and shrubs were planted as well.



**Green Infrastructure Funding Academy** - American Rivers/Corona Environmental Consultants and Water Now Alliance is a group that provides training and consulting to smaller cities in hopes of creating the best opportunities for "incentivizing, funding and financing green infrastructure." From January to June 2021, Sheboygan will be engaged in networks and provided materials relevant to green infrastructure development. By the end of 2021, Sheboygan will be provided analysis, recommendations and case studies to begin establishing an incentive program, TIF program options, ordinances and mandates, financial accounting of relevant state and local policy, debt-financing options, and more all surrounding Sheboygan's future of green infrastructure.

**Emerald Ash Borer research** - To assist in Emerald Ash Borer research, Maywood allowed the U.S. Department of Agriculture to harvest about 200 ash trees from Maywood. Once cut, the trees are hauled to Michigan where the research is being conducted. Ash trees farthest from trails are left in place to preserve the existing wildlife habitats. In the long term, Maywood will become a safer, more sustainable park.



**Sustainable Strategies in new SouthPointe Enterprise Campus** - SouthPointe Enterprise Campus is Sheboygan's new premier business park offering an array of shovel-ready lot sizes. Development of SouthPointe includes sustainable strategies such as green infrastructure bioswales, stormwater management areas with native landscaping, and multi-use trails throughout the development.



**Pollinator Habitat Program** - The City of Sheboygan recently received a nearly \$5,000 grant from American Transmission Co.'s Pollinator Habitat Program to create a pollinator habitat underneath high-voltage electric transmission lines.

"We're excited to transform this greenspace, which is unsuitable for large trees, into a beautiful habitat for bees, birds, butterflies and other pollinators," said City of Sheboygan Department of Public Works City Forester Tim Bull. "With this grant from ATC we'll create a beneficial pollinator bed that will be an aesthetically pleasing site for those entering the city on Kohler Memorial Drive." Pollinator friendly perennial plants will be planted in a way that will create waves of color throughout the growing season. The anticipated planting date will occur in May 2021.

ATC's Pollinator Habitat Program promotes planting low-growing vegetation within a transmission line right-of-way to beautify communities in a way that doesn't compromise the safety and reliability of the electric transmission system.

"Part of the reason for the recent decline in pollinator populations is due to loss of habitat," said ATC Environmental Project Manager Johanna Sievwright. "The Pollinator Habitat Program promotes vegetation that is both compatible with our vegetation management practices and it provides habitat for pollinators, which use the utility corridor as a flight path."



Green Infrastructure bioswale



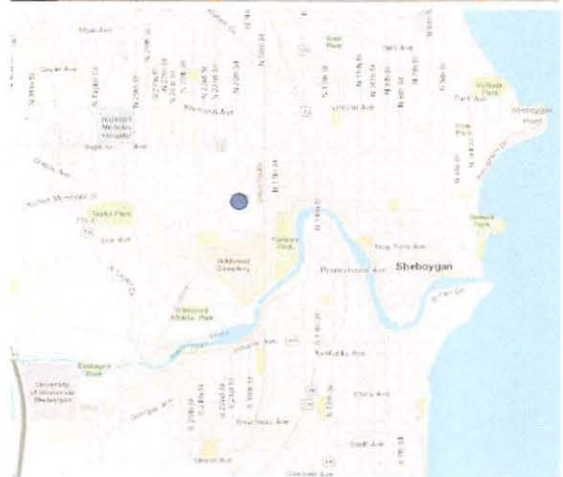
Green Infrastructure bioswale



Multi Use Trail



Stormwater Management Area



## COMMUNITY

**Maywood Environmental Park** - Maywood is the City of Sheboygan's largest park at 135 acres. 2020 was filled with many new activities at Maywood and more visitors came than any year prior. Over twice as many students came to Maywood's Camp Y-koda 4K Nature School than the previous year. 18 students enjoyed outdoor art, natural play areas, science discovery and much more. Camp Y-koda and Sheboygan Area School District helped finalized plans to begin Sheboygan County's first nature-based preschool in Maywood. In spring and summer, virtual events included: daily Earth Day Posts, downloadable Scavenger Hunts, bingo games, self-guided Corp of Discovery Hike, and a Mystery Photo quiz. During a new Hike Week, staff members highlighted a unique trail each week and provided information on the flowers, birds, animals and trees they could keep an eye out for. The annual group bicycle ride Earth Ride became Earth Miles for Maywood where participants documented their miles and their donor's pledges would go toward the Environmental park. This year, over \$16,000 was raised through the program. Towards the end of the year, a Breakfast Basket fundraising event raised \$8,200 for a variety of Maywood programs.

**Livability Plan** - Planning and Development Division staff have been highly involved in advancing Sheboygan's livability and age friendly goals through their participation and leadership in the Sheboygan For All Task Force. This group, headed by the Director of Senior Services, completed a plan to advance livability work within city departments, as well as in the community. In 2019 the plan was accepted by AARP, advancing Sheboygan as an AARP Age Friendly Livability Community.

**Beach Clean Ups** - Through a partnership with Alliance for the Great Lakes, and Lakeshore Natural Resource Partnership, many of Sheboygan's community organizations participate in organized beach clean-ups. The COVID-19 pandemic limited the size and frequency of these cleanups but in 2021, these efforts will resume to a larger scale and will continue bringing community members together around a shared passion for keeping Sheboygan's greatest asset clean and healthy.



**Livable Communities Action Plan**  
City of Sheboygan, Wisconsin



### Wisconsin's Great Waters Photo Contest

Each year, the DNR's Office of Great Waters holds a photo contest and writing project. These contributions are presented in the annual "Wisconsin's Great Waters" calendars. Each calendar is a unique collection of photos from the photo contest. In 2020, Sheboygan had two first place winners in the photo contest. Nathan Farvour's "North Pier Milky Way" (top right) won the Cultural and Historical Features category. Mason Morris' "Pelican Prom" (right middle) took first in the Wildlife section.



### Ongoing Wellness Committee and Initiatives

– In 2016 the City of Sheboygan established an employee-based wellness committee. This committee meets on a regular basis and is tasked with creating a working environment that creates and supports a healthy lifestyle, and wellness for all employees. The wellness committee maintains the Healthy Citizen of Sheboygan (COS) Facebook page. One signature program for the Wellness Committee happens on an annual basis between November and January. This program is called Maintain Don't Gain and it is open to all employees who are looking to be held accountable to not gaining weight over the holiday season. Maintain Don't Gain involves a weigh-in at the beginning and end of the time period, and those who don't gain more than two pounds are rewarded. A celebration luncheon is held by the Wellness Committee after the program ends, as a way to celebrate everyone's success.



# SUSTAINABILITY GUIDEBOOK

In 2019, the Department of City Development created a Sustainability Guidebook to be used by the community to increase sustainability projects, making more sustainable lives accessible to everyone.

The strategies and projects in the Guidebook cover a wide gamut, from quick and easy projects that can be completed in a few hours to larger, more complex ones. Every strategy can be scaled up or down to meet the needs of an individual, a large organization, or any size in between. Organizations of all sizes and people of all ages, abilities, and means can make sustainability a reality.

This guidebook is a practical guide to sustainable strategies and projects that can be used by community groups, neighborhood association, non-profits, or even individuals looking for inspiration and information. This guide leads users through each project from explanation to completion and ongoing maintenance. The Guidebook is divided into eight sections, and each section includes detailed how-to instructions, and local resources.



## The Guidebook sections include:

### Community Gardens

A community garden is a parcel of land in an urban or suburban setting where members of the community can rent individual plots of land to grow their own food.

### Waste Stream Management

Waste stream management begins with monitoring where different types of waste currently go and how they might be diverted to somewhere less harmful and more useful—for example, from a landfill to a recycling plant. Monitoring also includes monitoring how much waste is produced and determining how waste can be reduced.



## Local Food and Growing Food

Choosing to eat local food is a sustainable choice because it drastically reduces the energy needed for transportation. Buying local food also supports your local economy. Finally, eating locally can be healthier.

## Native Landscaping and Stormwater Plantings

Native species need less maintenance than species from a very different climate and will be well-adapted to endure local weather conditions. One large benefit of planting native species is the reduced maintenance cost and time. Native plants require much less fertilizer, which has less negative downstream effects on water quality.

## Water Protection and Conservation

Water protection and conservation projects include projects that typically use less water and that do not harm the water system. These types of projects can be done both inside and outside.

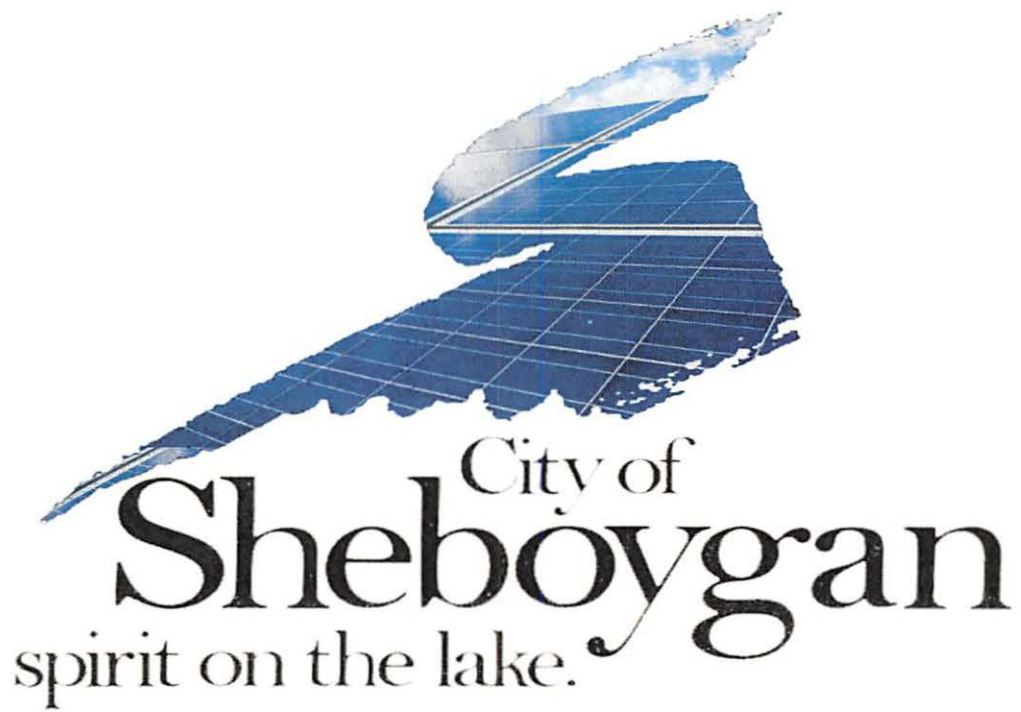
## Energy Saving

Performance will remain the same—or even increase—and power bills will go down, so the only differences you will notice are positive ones. Energy efficiency projects include energy efficient lighting, programmable or smart thermostat, insulating water heaters and hot water pipes and sealing air leaks.



Livable Communities Action Plan  
City of Sheboygan, Wisconsin





II

3.2

R. O. No. 153 - 20 - 21. By CITY PLAN COMMISSION. March 1, 2021.

Your Commission to whom was referred Gen. Ord. No. 32-20-21 by Alderperson Donohue and R. O. No. 139-20-21 by City Clerk amending the City of Sheboygan Official Zoning Map of the City of Sheboygan Zoning Ordinance to change the Use Classification of property located on the Northwest corner of South 10th Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 23, 2021, and after due consideration, recommends adopting the General Ordinance and filing the R. O.

*says over*

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CITY PLAN COMMISSION

~~X~~

6.1

Gen. Ord. No. 32 - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located on the Northwest corner of South 10<sup>th</sup> Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located on the Northwest corner of South 10<sup>th</sup> Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800):

Section 26, Township 15 North, Range 23 East.  
Original Plat N 1/2 of W 45' of Lot 4 Blk 243.

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.

*Mylyme Donohue*

*City Plan*

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

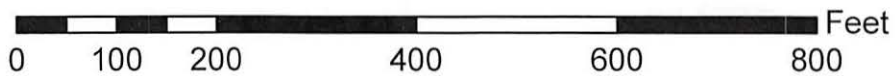
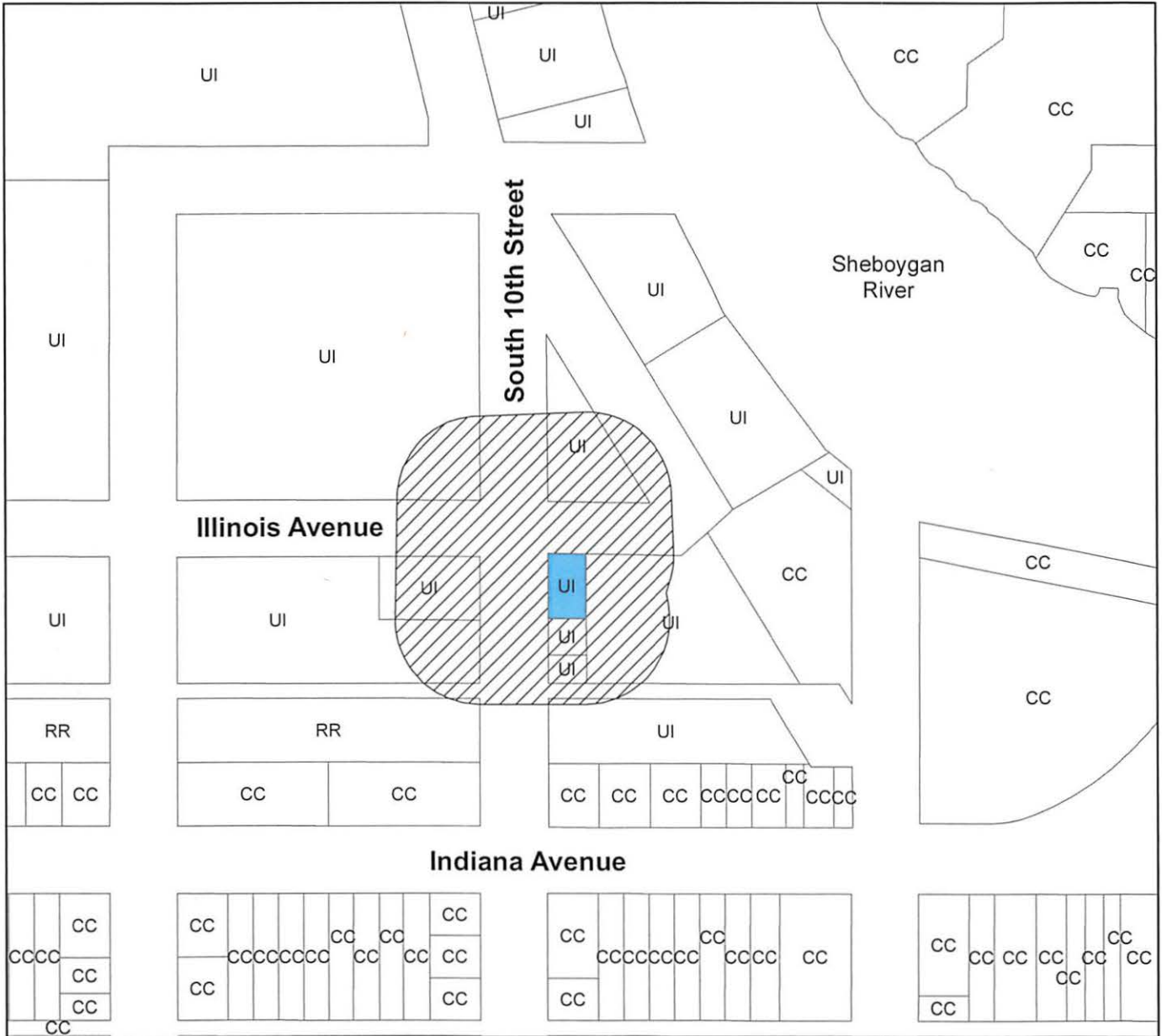
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 1/2 OF W 45' OF LOT 4 BLK 243





II

3.3

R. O. No. 139 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan Redevelopment Authority for an amendment of the official zoning map of the City of Sheboygan for property located on the Northwest corner of South 10<sup>th</sup> Street and Illinois Avenue (Formerly 935 Illinois Avenue - Parcel #59281505800) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

*City Plan*

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

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

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

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

**1. APPLICANT INFORMATION**

*City of Sheboygan Redevelopment Authority (CRA)*  
APPLICANT: City of Sheboygan Redevelopment Authority (CRA) PHONE NO.: (920) 459-3383  
ADDRESS: 828 Center Avenue E-MAIL: chad.pelisek@sheboyganwi.gov  
OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3383

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: Formerly 935 Illinois Ave  
LEGAL DESCRIPTION: See attached Map

PARCEL NO. 59281505800 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_  
Vacant, undeveloped

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_  
Fresh Tech Innovation District

**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? \_\_\_\_\_

*See attached*

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: \_\_\_\_\_  
*See attached*

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? \_\_\_\_\_

*See attached*

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

See attached

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**4. CERTIFICATE**

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

Chad Pelishek  
APPLICANT'S SIGNATURE

1/25/21  
DATE

Chad Pelishek  
PRINT ABOVE NAME

**APPLICATION SUBMITTAL REQUIREMENTS**

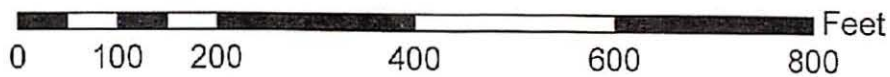
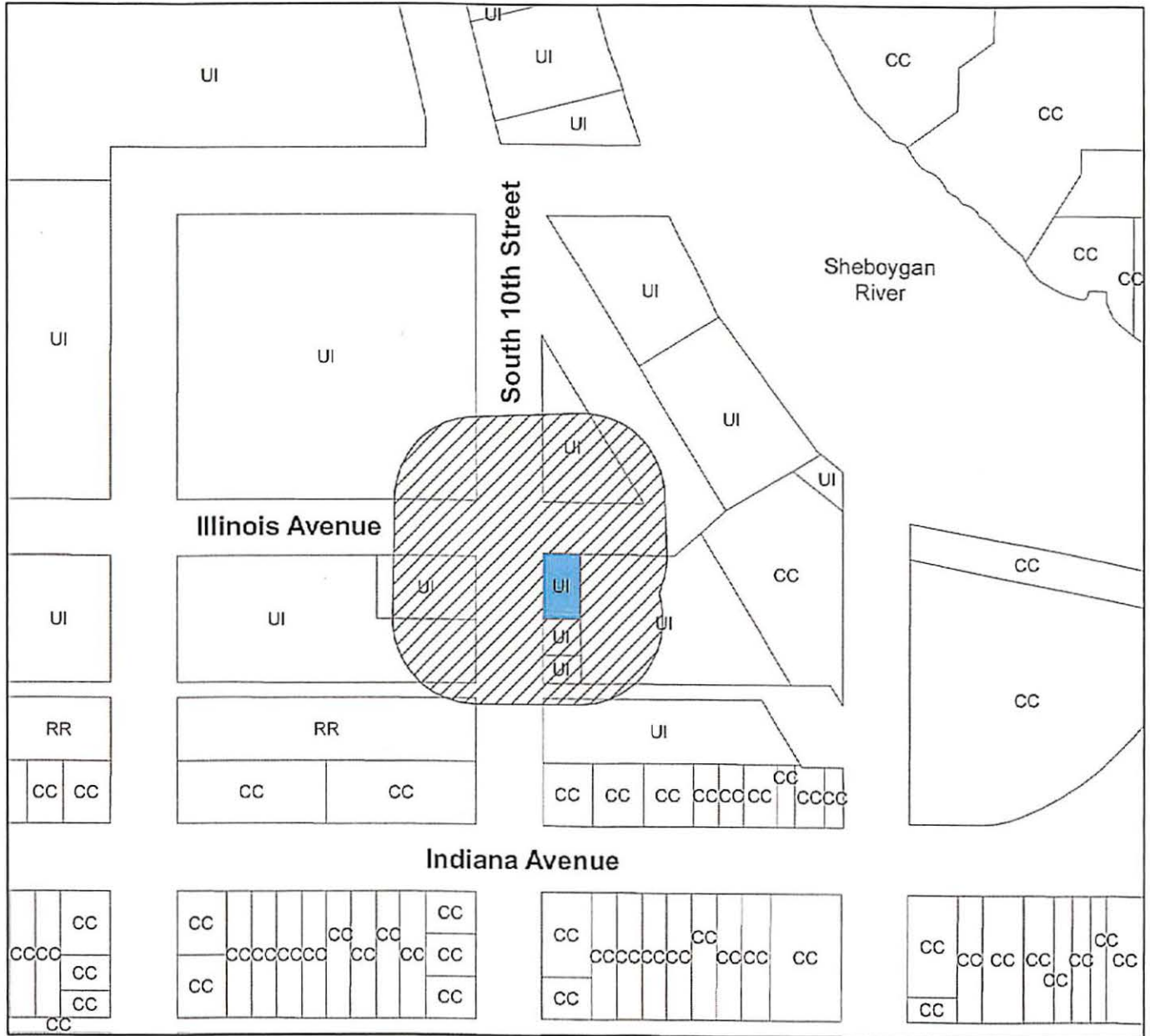
A copy of the current zoning map of the subject property and vicinity showing:

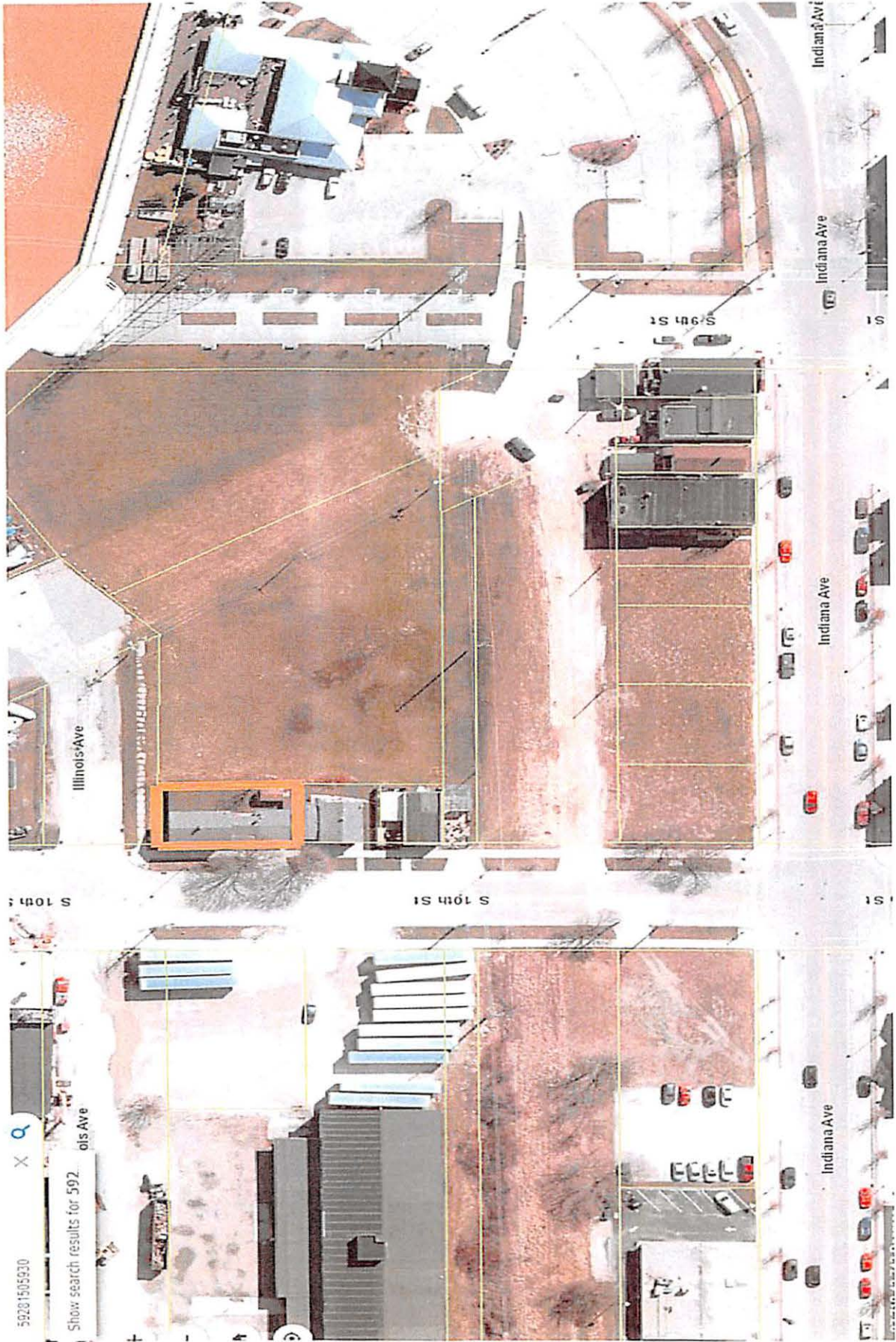
- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 1/2 OF W 45' OF LOT 4 BLK 243





59201505930

Show search results for 59201505930

Illinois Ave

S 10th St

Illinois Ave

S 10th St

S 9th St

Indiana Ave

Indiana Ave

Indiana Ave

Indiana Ave

The City of Sheboygan and the City of Sheboygan Redevelopment Authority (RDA) own several parcels of property north of Indiana Avenue and east of S. 10<sup>th</sup> Street. The properties were previously used as single-family residences, a bar, etc. As the Plan Commission and Common Council are aware, this area has been referred to as Fresh Tech Innovation District and continues to be planned for future redevelopment.

These parcels are zoned Urban Industrial (UI). In order to achieve the redevelopment the City seeks for this area, the parcels will need to be rezoned to Central Commercial (CC). The areas along Indiana Avenue and the new Badger State Lofts are zoned Central Commercial (CC). The former tannery facility was recently rezoned from UI to CC so the facility could be converted into the Badger State Lofts which is a significant improvement to this previously underutilized industrial building and to the Indiana Avenue corridor.

The idea is to rezone these parcels today so that when the site is ready to be redeveloped, the zoning will be in place which will permit a developer to apply for the conditional use and architectural review approvals. Rezoning these properties today reduces the timing of the future development by approximately two (2) months.

This area had been used industrially in the past but today it makes more sense to zone these properties commercial in order to permit mixed use type developments that can take advantage of this attractive location similar to what the City has successfully accomplished in other riverfront downtown locations.

In addition, the zoning designation of the land is to be consistent with the City's Future Land Use map of the City of Sheboygan Comprehensive Plan. Presently, the Urban Industrial (UI) Zoning Designation is inconsistent with the Central Mixed Use Comprehensive Plan Designation. Therefore, rezoning these properties to Central Commercial (CC) will make these properties consistent with their Central Mixed Use Comprehensive Plan Designation.

The proposal does appear to meet several goals and objectives of the Sheboygan Comprehensive Plan:

- Promote catalytic new mixed use developments at key infill and redevelopment sites.
- Actively promote infill development and redevelopment of aging or previously passed-over sites for productive, compatible uses, engaging in public/private partnerships as a way to encourage investment in the City.
- Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.

- Encourage redevelopment and infill development over greenfield development wherever feasible, while planning for long-term growth of office, industrial, commercial, and residential uses in the City.
- Support and advance the cleanup of brownfield sites for economic reuse.
- Accommodate a mix of uses within a finite amount of land, including housing, quality commercial development, and employment-generating professional offices and light industrial development.
- Support mixed-use development projects that integrate residential and non-residential uses into high-quality, unified places. Mixed-use areas provide nodes of concentrated activity and integrate people with jobs, services, and shopping in a pedestrian-friendly environment.
- Capitalizing on an improved river corridor to attract new businesses and the reuse or redevelopment of riverfront properties.
- Improving the community's image through a concerted marketing strategy focused on improving the "Sheboygan" brand, attracting new corporate or professional employers to the City, and improving residents' perception of their City.
- Enhancing the lakefront and riverfront to attract new development, appeal to residents, and facilitate a healthy community.
- Advance and promote the City as a dynamic place with a diversified, prosperous economy that is welcoming and supportive to established businesses as well as entrepreneurs and new opportunities.
- Create a vibrant working and living environment in the community in which all residents can pursue economic and personal success.
- Leverage the City's richly and diversely skilled workforce, its regional location, its urban downtown environment, and its many quality of life amenities to more effectively market the region and attract new business and quality employment growth.
- Leverage the talent and energy of young professionals in the community to make the City a more attractive place to live, work, and do business.
- Pursue the City's long-term vision while addressing unique opportunities and market trends as they emerge. Continue to build from the successes of the Harbor Centre urban revitalization over the past two decades.

- Re-brand and market the Indiana Avenue Corridor (from I-43 to Lake Michigan) as Fresh Tech Sheboygan, appealing to new high-technology companies and start-ups.

**VI**

3.3.

R. O. No. 151 - 20 - 21. By CITY PLAN COMMISSION. March 1, 2021.

Your Commission to whom was referred Gen. Ord. No. 33-20-21 by Alderperson Donohue and R. O. No. 140-20-21 by City Clerk amending the City of Sheboygan Official Zoning Map of the City of Sheboygan Zoning Ordinance to change the Use Classification of property located off of South 10th Street (Formerly 1011 South 10th Street - Parcel #59281505810) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 23, 2021, and after due consideration, recommends adopting the General Ordinance and filing the R. O.

*Lay  
over*

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CITY PLAN COMMISSION

**I**

6.2

Gen. Ord. No. 33 - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South 10<sup>th</sup> Street (Formerly 1011 South 10th Street - Parcel #59281505810) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located off of South 10<sup>th</sup> Street (Formerly 1011 South 10th Street - Parcel #59281505810):

Section 26, Township 15 North, Range 23 East.  
Original Plat N 42' of S 1/2 of W 45' of Lot 4 Block 243.

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.

*City Plan*

*By Lynne Donohue*

\_\_\_\_\_

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

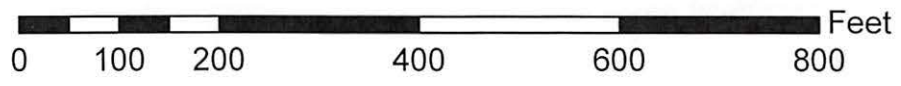
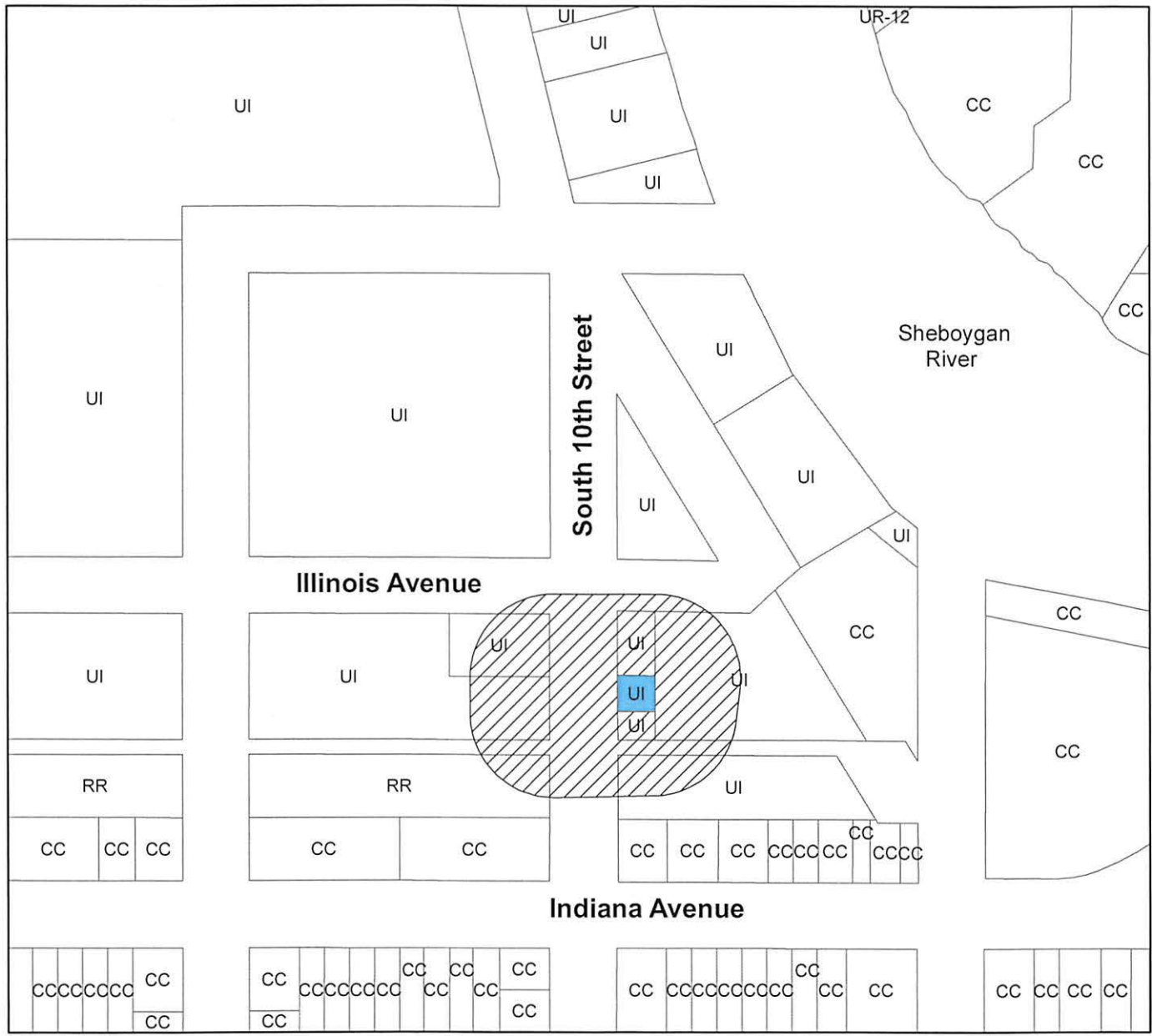
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 42' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243





how search results for 592...

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S 10th St

S 9th St

Illinois Ave

Indiana Ave

Indiana Ave

Indiana Ave

Indiana Ave

718 43.744 Degrees

II

R. O. No. 140 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan Redevelopment Authority for an amendment of the official zoning map of the City of Sheboygan for property located off of South 10<sup>th</sup> Street (Formerly 1011 South 10<sup>th</sup> Street - Parcel #59281505810) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

*City Plan*

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

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

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

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

**1. APPLICANT INFORMATION**

*City of Sheboygan Redevelopment Authority (CRA)*  
 APPLICANT: City of Sheboygan Redevelopment Authority (CRA) PHONE NO.: (920) 459-3383  
 ADDRESS: 828 Center Avenue E-MAIL: Chad.Pelisek@sheboyganwi.gov  
 OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3383

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: Formerly 1011 S. 10th St  
 LEGAL DESCRIPTION: See attached Map

PARCEL NO. 59281505810 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_  
Vacant, undeveloped

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_  
Fresh Tech Innovation District

### 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? \_\_\_\_\_

See attached

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

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Explain: \_\_\_\_\_  
See attached

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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? \_\_\_\_\_

See attached

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

See attached  
\_\_\_\_\_  
\_\_\_\_\_

**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.

Chad Pelishek  
\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

1/25/2021  
\_\_\_\_\_  
**DATE**

Chad Pelishek  
\_\_\_\_\_  
**PRINT ABOVE NAME**

**APPLICATION SUBMITTAL REQUIREMENTS**

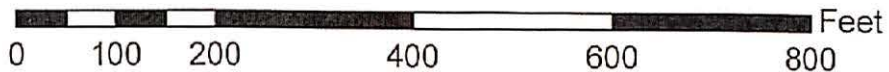
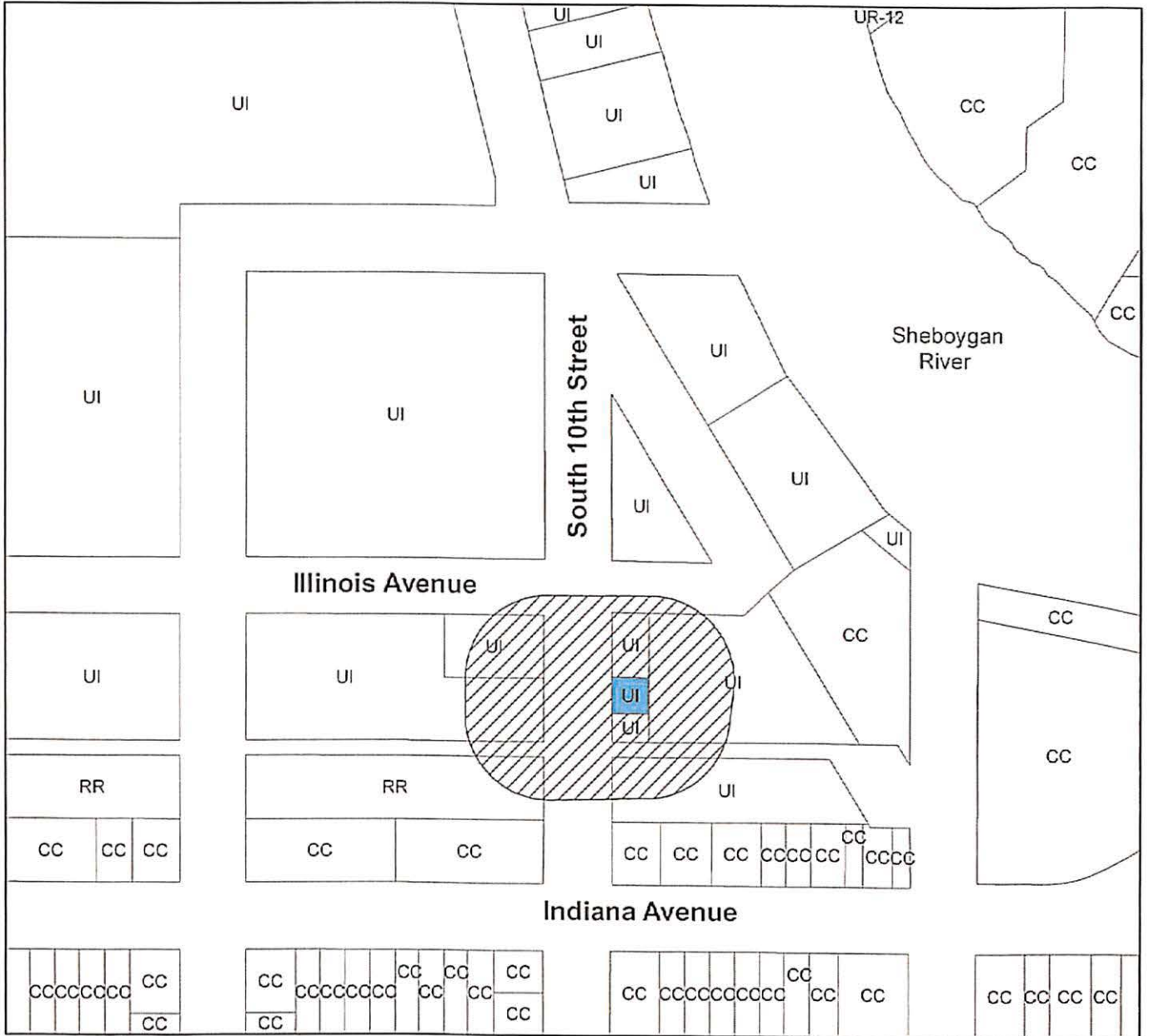
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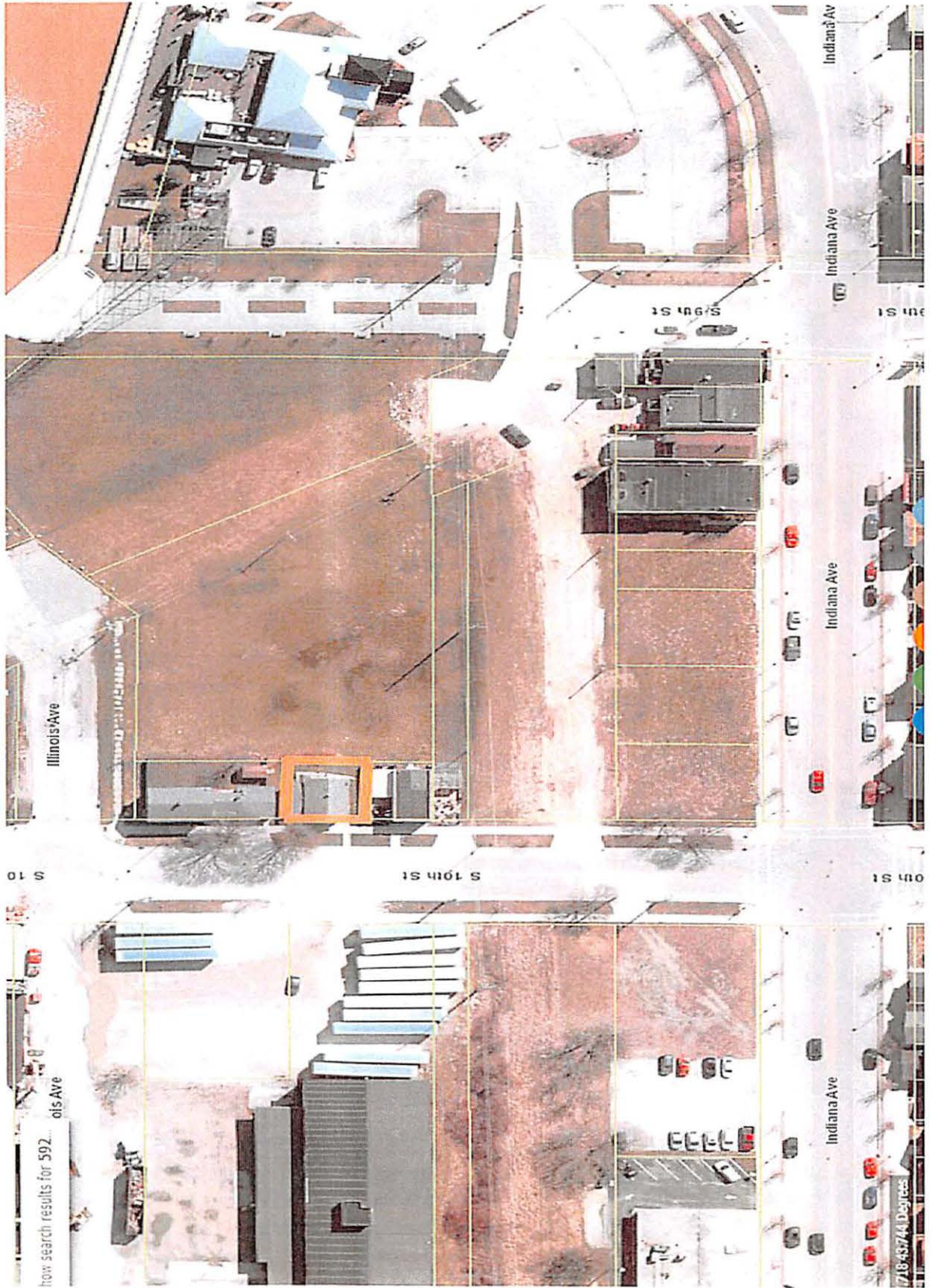
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SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N 42' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243





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- Pursue the City's long-term vision while addressing unique opportunities and market trends as they emerge. Continue to build from the successes of the Harbor Centre urban revitalization over the past two decades.

- Re-brand and market the Indiana Avenue Corridor (from I-43 to Lake Michigan) as Fresh Tech Sheboygan, appealing to new high-technology companies and start-ups.

~~III~~

3.4

R. O. No. 155 - 20 - 21. By CITY PLAN COMMISSION. March 1, 2021.

Your Commission to whom was referred Gen. Ord. No. 34-20-21 by Alderperson Donohue and R. O. No. 141-20-21 by City Clerk amending the City of Sheboygan Official Zoning Map of the City of Sheboygan Zoning Ordinance to change the Use Classification of property located off of South 10th Street (Formerly 1015 South 10th Street - Parcel #59281505820) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 23, 2021, and after due consideration, recommends adopting the General Ordinance and filing the R. O.

keep  
over

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CITY PLAN COMMISSION

~~X~~

6-3

Gen. Ord. No. 34 - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South 10<sup>th</sup> Street (Formerly 1015 South 10th Street - Parcel #59281505820) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located off of South 10<sup>th</sup> Street (Formerly 1015 South 10th Street - Parcel #59281505820):

Section 26, Township 15 North, Range 23 East.  
Original Plat S 33' of S 1/2 of W 45' of Lot 4 Block 243.

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.

City Plan

*Mylyme Donohue*

\_\_\_\_\_

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

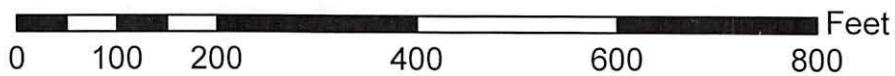
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT S 33' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243





II

3.5

R. O. No. 141 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan Redevelopment Authority for an amendment of the official zoning map of the City of Sheboygan for property located off of South 10<sup>th</sup> Street (Formerly 1015 South 10<sup>th</sup> Street - Parcel #59281505820) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

City Plan

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CITY CLERK

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

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

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

**1. APPLICANT INFORMATION**

APPLICANT: City of Sheboygan Redevelopment Authority (RDA) PHONE NO.: (920) 459-3383  
 ADDRESS: 828 Center Avenue E-MAIL: chad.pelisek@sheboyganwi.gov  
 OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3383

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: Formerly 1015 S. 10th St  
 LEGAL DESCRIPTION: see attached map

PARCEL NO. 59281505820 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_  
Vacant, undeveloped

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_  
Fresh Tech Innovation District

### 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? \_\_\_\_\_

See attached

---

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: \_\_\_\_\_  
See attached

---

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? \_\_\_\_\_

See attached

---

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

See attached

---

---

---

**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.

Chad Pelishek  
APPLICANT'S SIGNATURE

1/25/21  
DATE

Chad Pelishek  
PRINT ABOVE NAME

**APPLICATION SUBMITTAL REQUIREMENTS**

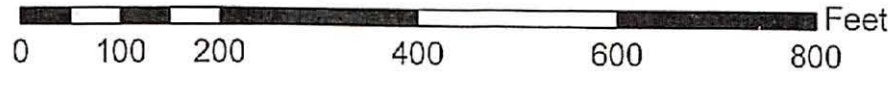
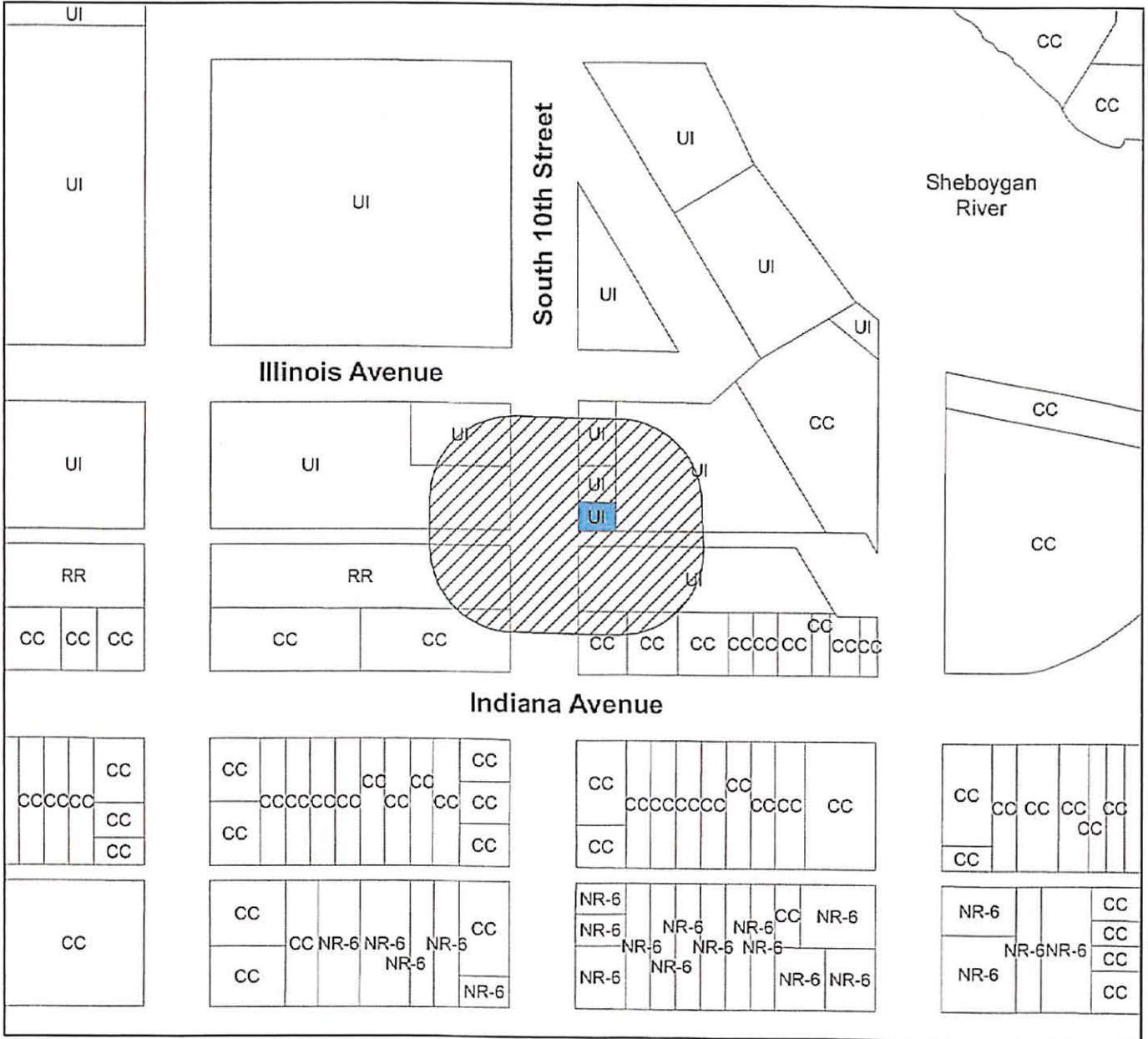
A copy of the current zoning map of the subject property and vicinity showing:

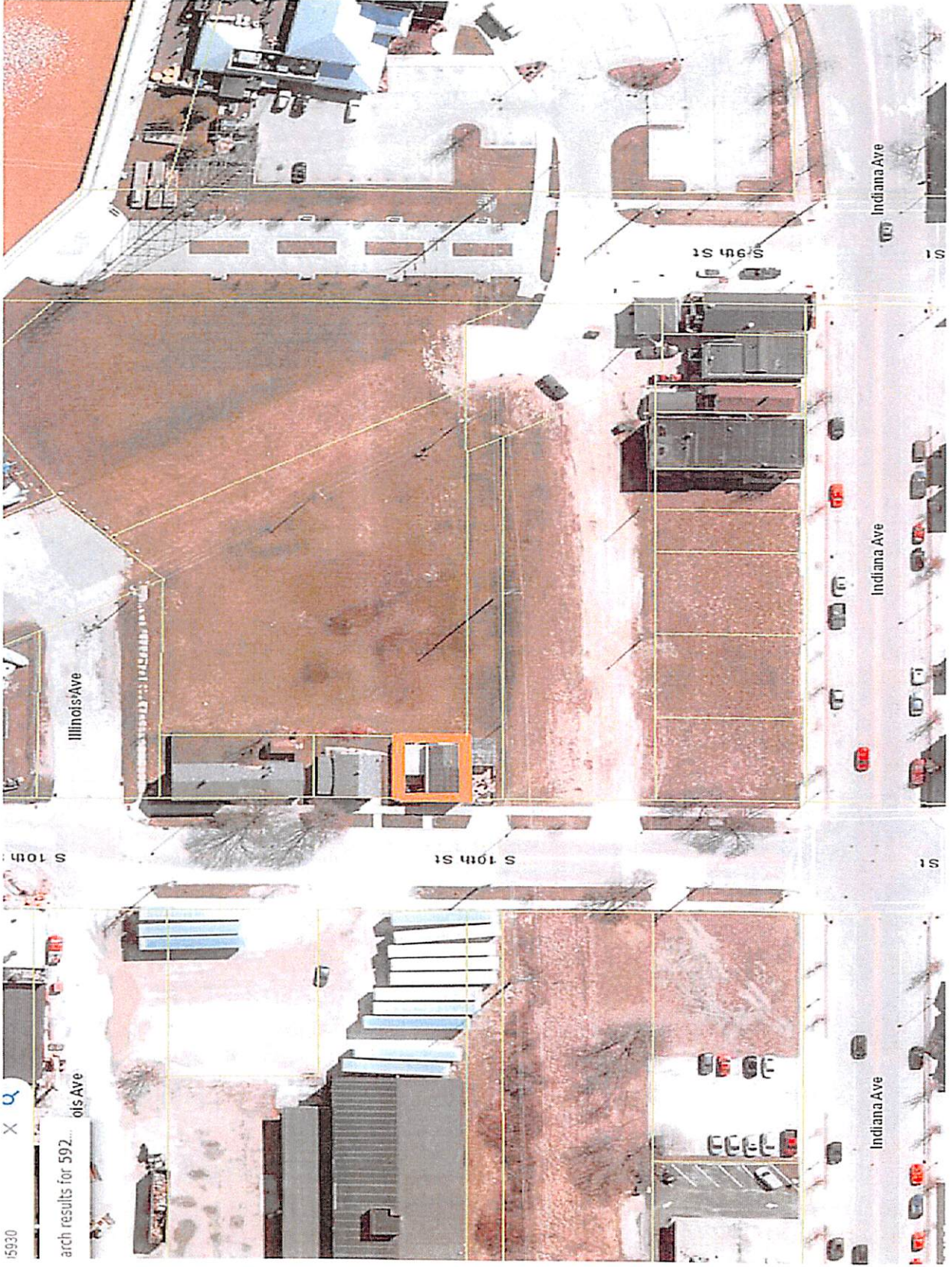
- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT S 33' OF S 1/2 OF W 45' OF LOT 4 BLOCK 243





15930

X



arch results for 592...

Illinois Ave

S 10th St

S 10th St

S 9th St

Illinois Ave

Indiana Ave

Indiana Ave

Indiana Ave

The City of Sheboygan and the City of Sheboygan Redevelopment Authority (RDA) own several parcels of property north of Indiana Avenue and east of S. 10<sup>th</sup> Street. The properties were previously used as single-family residences, a bar, etc. As the Plan Commission and Common Council are aware, this area has been referred to as Fresh Tech Innovation District and continues to be planned for future redevelopment.

These parcels are zoned Urban Industrial (UI). In order to achieve the redevelopment the City seeks for this area, the parcels will need to be rezoned to Central Commercial (CC). The areas along Indiana Avenue and the new Badger State Lofts are zoned Central Commercial (CC). The former tannery facility was recently rezoned from UI to CC so the facility could be converted into the Badger State Lofts which is a significant improvement to this previously underutilized industrial building and to the Indiana Avenue corridor.

The idea is to rezone these parcels today so that when the site is ready to be redeveloped, the zoning will be in place which will permit a developer to apply for the conditional use and architectural review approvals. Rezoning these properties today reduces the timing of the future development by approximately two (2) months.

This area had been used industrially in the past but today it makes more sense to zone these properties commercial in order to permit mixed use type developments that can take advantage of this attractive location similar to what the City has successfully accomplished in other riverfront downtown locations.

In addition, the zoning designation of the land is to be consistent with the City's Future Land Use map of the City of Sheboygan Comprehensive Plan. Presently, the Urban Industrial (UI) Zoning Designation is inconsistent with the Central Mixed Use Comprehensive Plan Designation. Therefore, rezoning these properties to Central Commercial (CC) will make these properties consistent with their Central Mixed Use Comprehensive Plan Designation.

The proposal does appear to meet several goals and objectives of the Sheboygan Comprehensive Plan:

- Promote catalytic new mixed use developments at key infill and redevelopment sites.
- Actively promote infill development and redevelopment of aging or previously passed-over sites for productive, compatible uses, engaging in public/private partnerships as a way to encourage investment in the City.
- Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.

- Encourage redevelopment and infill development over greenfield development wherever feasible, while planning for long-term growth of office, industrial, commercial, and residential uses in the City.
- Support and advance the cleanup of brownfield sites for economic reuse.
- Accommodate a mix of uses within a finite amount of land, including housing, quality commercial development, and employment-generating professional offices and light industrial development.
- Support mixed-use development projects that integrate residential and non-residential uses into high-quality, unified places. Mixed-use areas provide nodes of concentrated activity and integrate people with jobs, services, and shopping in a pedestrian-friendly environment.
- Capitalizing on an improved river corridor to attract new businesses and the reuse or redevelopment of riverfront properties.
- Improving the community's image through a concerted marketing strategy focused on improving the "Sheboygan" brand, attracting new corporate or professional employers to the City, and improving residents' perception of their City.
- Enhancing the lakefront and riverfront to attract new development, appeal to residents, and facilitate a healthy community.
- Advance and promote the City as a dynamic place with a diversified, prosperous economy that is welcoming and supportive to established businesses as well as entrepreneurs and new opportunities.
- Create a vibrant working and living environment in the community in which all residents can pursue economic and personal success.
- Leverage the City's richly and diversely skilled workforce, its regional location, its urban downtown environment, and its many quality of life amenities to more effectively market the region and attract new business and quality employment growth.
- Leverage the talent and energy of young professionals in the community to make the City a more attractive place to live, work, and do business.
- Pursue the City's long-term vision while addressing unique opportunities and market trends as they emerge. Continue to build from the successes of the Harbor Centre urban revitalization over the past two decades.

- Re-brand and market the Indiana Avenue Corridor (from I-43 to Lake Michigan) as Fresh Tech Sheboygan, appealing to new high-technology companies and start-ups.

**VI**

3.5

R. O. No. 156 - 20 - 21. By CITY PLAN COMMISSION. March 1, 2021.

Your Commission to whom was referred Gen. Ord. No. 35-20-21 by Alderperson Donohue and R. O. No. 142-20-21 by City Clerk amending the City of Sheboygan Official Zoning Map of the City of Sheboygan Zoning Ordinance to change the Use Classification of property located off of South 10th Street (Parcel #59281505930) from Class Urban Industrial (UI) to Class Central Commercial (CC); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 23, 2021, and after due consideration, recommends adopting the General Ordinance and filing the R. O.

*Keep over*

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CITY PLAN COMMISSION

~~IX~~

6.4

Gen. Ord. No. 35 - 20 - 21. By Alderperson Donohue. February 15, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South 10<sup>th</sup> Street (Parcel #59281505930) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification:

Property located off of South 10<sup>th</sup> Street (Parcel #59281505930):

Section 26, Township 15 North, Range 23 East.  
Original Plat N 1/2 of Lots 7, 8, 9, 10, 11 & 12 Blk 243.

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.

*City Plan*

*By Lynne Donohue*

\_\_\_\_\_

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

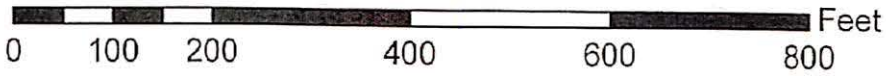
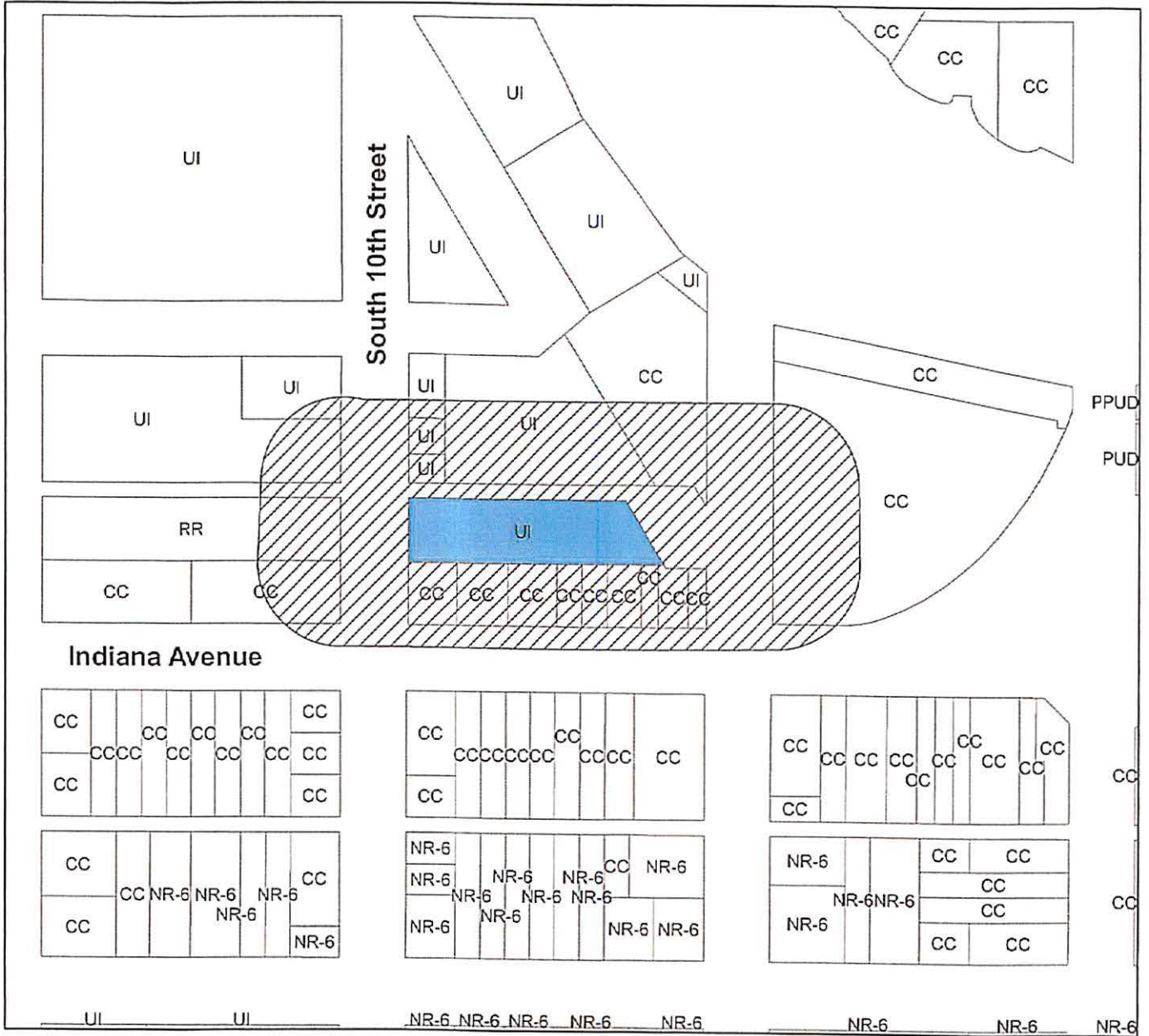
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N1/2 OF LOTS 7,8,9,10,11 & 12 BLK 243





II

3.4

R. O. No. 142 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting an application from the City of Sheboygan for an amendment of the official zoning map of the City of Sheboygan for property located off of South 10<sup>th</sup> Street (Parcel #59281505930) from Class Urban Industrial (UI) to Class Central Commercial (CC) Classification.

*City Plan*

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CITY CLERK

OFFICE USE ONLY

APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: \_\_\_\_\_  
FILING FEE: **\$200.00** (Payable to City of Sheboygan)

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

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

**1. APPLICANT INFORMATION**

APPLICANT: City of Sheboygan PHONE NO.: (920) 459-3382  
ADDRESS: 828 Center Ave E-MAIL: Steve.Sokolowski@sheboygan.wi.gov  
OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3382

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: Parcel # 59281505930  
LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281505930 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_  
Vacant, undeveloped

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_  
Fresh Tech Innovation District Redevelopment

### 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? \_\_\_\_\_

see attached

---

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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.

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

Explain: see attached

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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? \_\_\_\_\_

see attached

---

---

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

*see attached*

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#### 4. CERTIFICATE

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

*[Handwritten Signature]*  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

*11/25/21*  
\_\_\_\_\_  
DATE

*Steve Sokolowski*  
\_\_\_\_\_  
PRINT ABOVE NAME

#### APPLICATION SUBMITTAL REQUIREMENTS

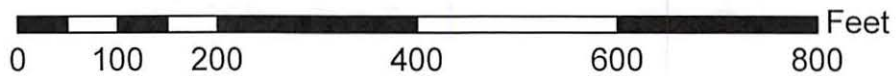
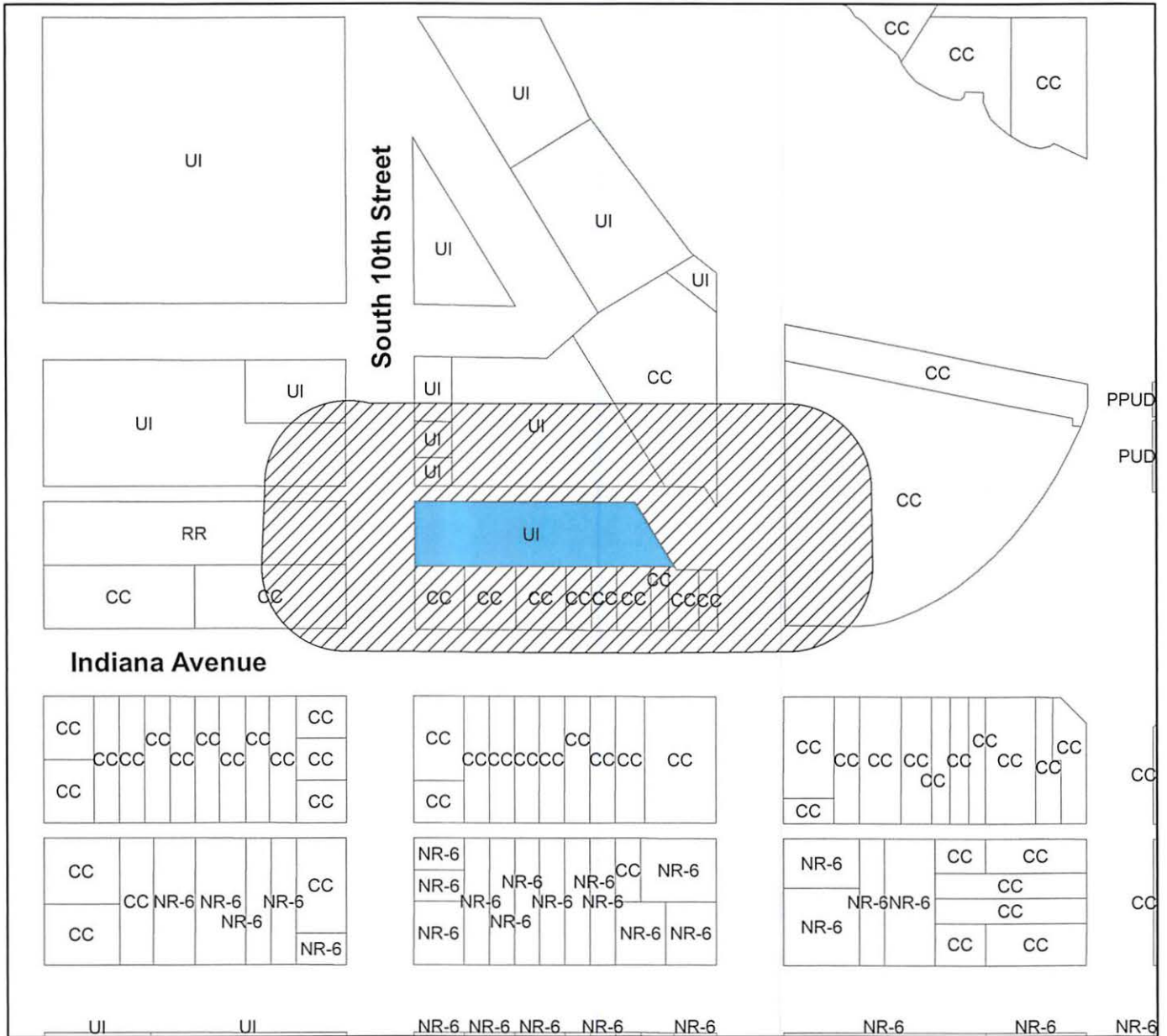
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- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
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# PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO CENTRAL COMMERCIAL (CC)

SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT N1/2 OF LOTS 7,8,9,10,11 & 12 BLK 243



59281505930

Illinois Ave

Show search results for 592...



37.717 45.743 Degrees

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- Pursue the City's long-term vision while addressing unique opportunities and market trends as they emerge. Continue to build from the successes of the Harbor Centre urban revitalization over the past two decades.

- Re-brand and market the Indiana Avenue Corridor (from I-43 to Lake Michigan) as Fresh Tech Sheboygan, appealing to new high-technology companies and start-ups.

II

Other Matters

R. O. No. 169 - 20 - 21. By CITY CLERK. March 15, 2021.

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

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3524	Canales, Aleyna	2315 N. 15 <sup>th</sup> Street Apt. 1
3521	Conto, Steven V.	1202 N. 29 <sup>th</sup> Street
4992	Guenther, Nicole M.	1427 Jefferson Avenue
2391	Lawrence, Michelle L.	2825 N. Apache Road
3520	Pickard, Matthew J.	21710 Schreiber Road, Kiel
3522	Uhyrek, Emily A.	1021 N. 8 <sup>th</sup> Street #13

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1936	Black Pig	821 N. 8 <sup>th</sup> Street - One day event 07/31/2021, in addition to current premises, alley way located between Niagara St. parking lot #14 and N. 8 <sup>th</sup> St. The ally way is connected to the south side of our building. The entrance for The Berkshire event space and Black Pig both directly lead out onto this space.
3217	Parker Johns BBQ & Pizza	705 Riverfront Drive - 09/20/2021 - 09/26/2021 event to include the parking lot area north of Parker Johns building all the way to the sidewalk south of Olivada.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3478	Bar 9 Bar 9 LLC	1034 Michigan Avenue

AHPS

SIDEWALK CAFE (April 14, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3412	Local Press Eatery	502 S. 8 <sup>th</sup> Street
3435	Nine-O-Two	902 Indiana Avenue
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

QUADRICYCLE DRIVER LICENSE (December 31, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3527	Goetsch, Eric A.	1416 N. 31 <sup>st</sup> Street

III

Other Matters

Res. No. 189 - 20 - 21. By Alderpersons Dekker and Sorenson.  
March 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Engineering Services Agreement with Erickson Engineering Co., LLC regarding the design of the trail bridge at Evergreen Park crossing the Pigeon River.

RESOLVED: That the appropriate City officials are hereby authorized and directed to enter into the attached agreement with Erickson Engineering Co., LLC ("Erickson Engineering") for the design of the trail bridge at Evergreen Park crossing the Pigeon River.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$5,000, from Account No. 10153000-521900 for the Engineering Services Agreement with Erickson Engineering.

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



**ERICKSON  
ENGINEERING**

Erickson Engineering Co., LLC  
9531 W 78<sup>th</sup> St Ste 100  
Eden Prairie, MN 55344  
ph 952-929-6791, 800-545-8020  
fx 952-929-2909

info@ericksonengineering.com  
www.ericksonengineering.com

Tom Wilson, P.E., Vice President  
612-249-0839  
twilson@ericksonengineering.com

**ENGINEERING SERVICES AGREEMENT** between

**CITY OF SHEBOYGAN**

and

**ERICKSON ENGINEERING CO., LLC**

for trail bridge at Evergreen Park  
crossing the Pigeon River

Erickson Engineering Agreement 21025, March 15, 2021

---

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<b>D TIMELINE .....</b>	<b>3</b>
<b>E TIME AND MATERIALS RATES .....</b>	<b>3</b>
<b>F GENERAL CONDITIONS .....</b>	<b>3</b>
<b>G AUTHORIZATION .....</b>	<b>6</b>

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**A PROJECT DESCRIPTION**

The City of Sheboygan is planning to replace a trail bridge in Evergreen Park crossing the Pigeon River. The new bridge will consist of a single-span steel truss superstructure supported on timber abutments founded on timber piling. The anticipated length of the bridge will be approximately 65 ft. The actual length will be determined after completion of the hydraulic analysis and preliminary design.

Erickson Engineering will perform a hydraulic analysis of the new bridge crossing and prepare preliminary design information (dimensions, low member elevation, deck elevation) of the structure.

---

**B SERVICES**

In this document, "Client" refers to City of Sheboygan and "Consultant" refers to Erickson Engineering Co., LLC.

The Consultant agrees to provide the following services to the Client in connection with the aforementioned project, according to the terms of this agreement.

## 1.0 Hydraulic Analysis

1.1 The Consultant shall prepare a hydraulic flood analysis for the proposed bridge crossing. The analysis will contain data required by State and Federal agencies related to stream flow, water surface elevations, velocities, flood stage increase, and scour. The proposed bridge will be sized to produce no stage increase compared to the existing condition. The hydraulic analysis will be based on steady, gradually varied peak flow conditions for all flood frequency events analyzed. The analysis will not include preparation of a Letter of Map Revision (LOMR), if required.

## 2.0 Preliminary Design

2.1 The Consultant shall prepare and submit to the Client preliminary design information for the proposed trail bridge. The preliminary design information will include dimensions, low member elevation, and deck elevation.

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## C COMPENSATION

Compensation in full for the work described in section B Services will be on a Cost Plus (Time and Materials) basis, which includes the Consultant's profit. Section E shows the Consultant's Time and Materials rates, and these rates are a part of this agreement.

Fees and payment for services listed in this agreement will be as follows:

Services	Estimated Fee
1.0 Hydraulics Analysis	\$ 4,500.00
2.0 Preliminary Design	\$ 500.00
<b>TOTAL FEE (Not to Exceed)</b>	<b>\$ 5,000.00</b>

### Conditions and Payment Schedule

Upon completion of the work, the Consultant shall send an invoice to: Ryan Sazama, City of Sheboygan Department of Public Works, 2026 New Jersey Ave., Sheboygan, WI 53081. The Client shall remit payment to the Consultant within sixty days of receipt of invoice.

**Cancellation:** If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to section E Time and Materials Rates. The total amount invoiced for the partially completed work will not exceed the amount which would have been due had the work been fully completed.

**Additional Services:** If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay the Consultant on a Time and Materials basis, according to section E Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

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**D TIMELINE**

<u>Task</u>	<u>Completion Date</u>
1.0 Hydraulic Analysis.....	4 weeks from receipt of survey
2.0 Preliminary Design.....	4 weeks from receipt of survey

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**E TIME AND MATERIALS RATES**

TITLE	RATE / HR
Vice President	\$ 180.00
Engineering Manager	\$ 175.00
Senior Project Engineer / Project Manager	\$ 110.00 - \$ 130.00
Project Engineer	\$ 90.00 - \$ 110.00
Design Engineer	\$ 80.00
Senior Technician	\$ 125.00
Engineering Technician	\$ 80.00 - \$ 90.00
Certified Inspector	\$ 90.00 - \$ 100.00
Mileage Rate	\$ 0.56 / mile
Lodging	\$ Actual Cost (room charge / night)

Rates may be adjusted annually to reflect cost of living increases.

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**F GENERAL CONDITIONS**

**I Scope of Professional Engineering Services**

The Consultant agrees to provide the services described in section B Services when the Client requests and authorizes the Consultant to provide the services. The Client shall pay the Consultant for these services on a Time and Materials basis, at the rates stated in section E Time and Materials Rates, unless otherwise stated in this agreement.

**II Responsibilities of the Consultant**

The Consultant shall be responsible for completion of the services described in section B Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care").

In performing the services described in Section B Services, Consultant shall comply with applicable federal, state, and local statutes, ordinances, plans, and regulations in effect at the time of services.

The Consultant shall maintain Professional Liability Insurance for \$2,000,000 (two million dollars) during the life of this contract. If the Client requests additional insurance, the Consultant will purchase such insurance if available. The Client will pay the cost of the additional insurance.

The Consultant is not responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

### **III Responsibilities of the Client**

The Client shall make available to the Consultant all known information applying to the site and services provided by the Consultant. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents and information supplied by the Client.

### **IV Other Damages**

The Consultant and the Client will not be liable to each other for any incidental, consequential, or special damage relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

### **V Termination**

Either party may terminate this agreement by giving fourteen days written notice to the other party. Upon termination, the Client will pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

### **VI Document Ownership**

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. To the fullest extent permitted by law, the Client agrees to indemnify and hold the Consultant harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client, or by any person or entity that obtains the plans and specifications from or through the Client, without written authorization of the Consultant.

### **VII Wisconsin Public Records Law**

The Consultant and the Client understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. The Consultant acknowledges it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that failure to do so shall constitute a material breach of contract. Except as otherwise authorized by the Client's Director of Public Works, those records shall be maintained for a period of seven (7) years after receipt of final payment under this contract.

### **VIII Party Relationship**

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

**IX Conflict of Interest Statement**

The Consultant declares that, to the best of its knowledge and belief, it has no present interest which would conflict with the performance of the services described in section B Services, nor shall it acquire any interest – direct or indirect – which would conflict with the performance of the services described in section B Services. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**X Force Majeure**

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes, riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances, the Client will agree to extend the performance time sufficiently to overcome the effects of such events.

**XI Successors and Assigns**

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

**XII Entire Agreement**

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

**XIII Applicable Law**

The laws of the State of Wisconsin will govern this agreement.

**XIV AA / EEO**

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

**XV Dispute Resolution**

In the event of a dispute arising out of or relating to this Agreement or the services the Consultant renders or will render hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation, conducted according to rules and procedures agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

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**G AUTHORIZATION**

The Client and the Consultant agree as set forth above.

For the Client:

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081

For the Consultant:

Erickson Engineering Co., LLC  
9531 W 78<sup>th</sup> St Ste 100  
Eden Prairie, MN 55344

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Thomas J. Wilson*  
\_\_\_\_\_  
Thomas J. Wilson, P.E.

Vice President  
\_\_\_\_\_  
Title

March 15, 2021  
\_\_\_\_\_  
Date