

*****ATTACHMENTS*****



December 4, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Emily Rendall-Araujo to be considered for appointment to the position of Director of Senior Services.

MICHAEL J. VANDERSTEEN, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov



Emily Rendall-Araujo

Employment History:

Safe Harbor of Sheboygan County, Fund Development Director

Dates Employed: April 2020 – Present

Above & Beyond Children's Museum, Executive Director

Dates Employed: September 2017 – April 2020

United Way of Sheboygan County, Director of Community Development

Dates Employed: December 2013 – September 2017

Lakeland University, Alumni & Community Engagement Officer

Dates Employed: September 2011 – November 2013

Education:

Lakeland University, Masters of Business Administration

Graduated May 2014

Lakeland University, Bachelor of Arts

Graduated May 2011

Designations & Awards:

- Certified Fund Raising Executive (CFRE), 2018
- Coastal Young Professionals Network Top 10 Best Under 40 – Sheboygan County Chamber of Commerce, 2019
- Athena Awards Top 5 Nominee – Sheboygan County Chamber of Commerce, 2018
- Coastal Young Professionals Next Wave Award Winner – Sheboygan County Chamber of Commerce, 2017

Activities:

Presentation Experience

- Sheboygan Area Nonprofit Network
 - "Can I Fundraise?" August 2020
 - Coffee With The Boss, May 2018
 - Volunteer Management, August 2017
- Association Of Children's Museums Interactivity Annual Conference
 - Proposal Accepted: Creative Staffing Solutions For Your Small Museum, May 2020
- United Way Great Rivers Conference
 - "Volunteers Are Very Important People," March 2016

Sheboygan Symphony Orchestra Board of Directors

- Marketing Committee Chair, 2015-2017
- Executive Committee Secretary, 2015-2016
- Fundraising/Events Committee Chair, 2012-2013

MAYOR'S OFFICE

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53081

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EMILY RENDALL-ARAUJO, CFRE

Glenbeulah, WI · (920) 207-5899
rendallaraujocfre@gmail.com · linkedin.com/emilyrendallaraujo

EXPERIENCE

APRIL 2020 - PRESENT

FUND DEVELOPMENT DIRECTOR, SAFE HARBOR OF SHEBOYGAN COUNTY

- Wrote and executed organization's first annual Fund Development Plan to reengage donors after leadership transitions
- Planned and executed Giving Tuesday Now campaign that raised 150% of goal
- Researched and implemented new donor database system to effectively manage 2,500 contacts

SEPTEMBER 2017 – APRIL 2020

EXECUTIVE DIRECTOR, ABOVE & BEYOND CHILDREN'S MUSEUM

- Inherited 8%/\$22K deficit in 2016 was improved to net revenue of 10%/\$48K
- Increased annual income by 85% in three years; charitable contributions rose 158% and earned 35%
- Developed and executed comprehensive fund development plan to fund 50% of annual operating expenses, including major, corporate, foundation, and direct appeal giving, as well as one annual fundraiser event
- Execute annual marketing plan; annual attendance increased 25% over three years
- Led staff of 15 by setting clear expectations, leading long-term strategic vision, delegating, coaching, motivating, and providing support as appropriate
- Manage and oversee day-to-day financial operations

DECEMBER 2013 – SEPTEMBER 2017

DIRECTOR OF COMMUNITY DEVELOPMENT, UNITED WAY OF SHEBOYGAN COUNTY

- Planned and executed annual fundraising campaign. Increased campaign results each year in position; 2014 Campaign by 7% over previous year and 2015 Campaign increased by 8% to \$2.94M, both record-breaking years
- Facilitated the creation of the United Way of Sheboygan County Business Champions, which includes six leading manufacturing companies in Sheboygan County. Participants each designed and purchased company mascots to promote United Way at events internally and externally throughout the community

SEPTEMBER 2011 – NOVEMBER 2013

ALUMNI & COMMUNITY ENGAGEMENT OFFICER, LAKELAND UNIVERSITY

- Planned and implemented the Annual Fund for Excellence direct appeals by targeting college alumni, friends, faculty, staff, and parents with goal of \$180,000
- Led the 2013 Blasters Golf Tournaments to recruit a record-number of 320 golfers and raise a record amount of \$51,000
- Engaged alumni and community members through the design, promotion, and execution of special events, ranging in size from 15 to more than 1,000 guests

EDUCATION

MAY 2014

MASTERS OF BUSINESS ADMINISTRATION, LAKELAND UNIVERSITY

MAY 2011

BACHELOR OF ARTS, LAKELAND UNIVERSITY

- Dual majors of Business Management and Music-Voice Performance & Pedagogy
- Graduated magna cum laude

DESIGNATIONS & AWARDS

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- Coastal Young Professionals Network Top 10 Best Under 40 – Sheboygan County Chamber of Commerce, 2019
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- United Way Great Rivers Conference
 - Volunteers are Very Important People, March 2016

SHEBOYGAN SYMPHONY ORCHESTRA BOARD OF DIRECTORS

- Marketing Committee Chair, 2015-17
- Executive Committee Secretary, 2015-16
- Fundraising/Events Committee Chair, 2012-13

REFERENCES

BETH O'REILLY

Former Board Member

bethoreillypr@gmail.com
(920) 889-0818

CARRIE GREEN

Former Board Member

cclinegreen@yahoo.com
(630) 362-9766

CARL RICKMEIER III

Former Board Member

carl.h.rickmeier@weillsfargoadvsiors.com
(920) 208-4683

Hearing No. - 20 - 21. December 7, 2020.

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's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of the following described property from Class Employment to Class Community Mixed-Use Classification.

Property located at 1125 N. 13th Street:

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC
#1741485 ROD

All interested persons will now be heard.

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

November 27, 2020

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City's Future Land Use Map of the Sheboygan Comprehensive Plan at 6:00 P.M., December 7, 2020, in Council Chambers of City Hall. The purpose of the amendment is to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan of the following described property from Class Employment to Class Community Mixed-Use:

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#1741485 ROD

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

Sincerely,

MEREDITH DEBRUIN, City Clerk

Publish - November 20 and 27, 2020
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN
FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., December 7, 2020, in the City Hall, 3rd Floor Council Chambers, 828 Center Ave., Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Employment to Class Community Mixed-Use.

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ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4
AS DOC #1741485 ROD

MEREDITH DEBRUIN
City Clerk

1741485
SHEBOYGAN COUNTY, WI
RECORDED ON

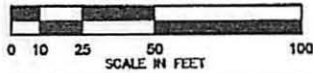
08/05/2004 02:44PM
DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:

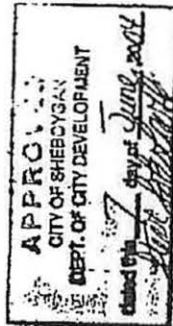
STAFF ID 11
TRANS # 476653
OF PAGES: 2



SCALE: 1" = 50'



THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.



ROAD BY DEED

N O R T H I 3 t h S T

CERTIFIED SURVEY MAP
OF

THE WEST 55' OF LOT 4 AND LOTS 5 & 6, BLOCK 80, ORIGINAL PLAT

CITY OF SHEBOYGAN
OWNER: REHABILITATION CENTER OF SHEBOYGAN
ADDRESS: 1305 ST. CLAIR AVENUE & 1125 NORTH 13TH STREET
SHEBOYGAN, WI 53081
TAX PARCEL NOS. 204520 & 204540

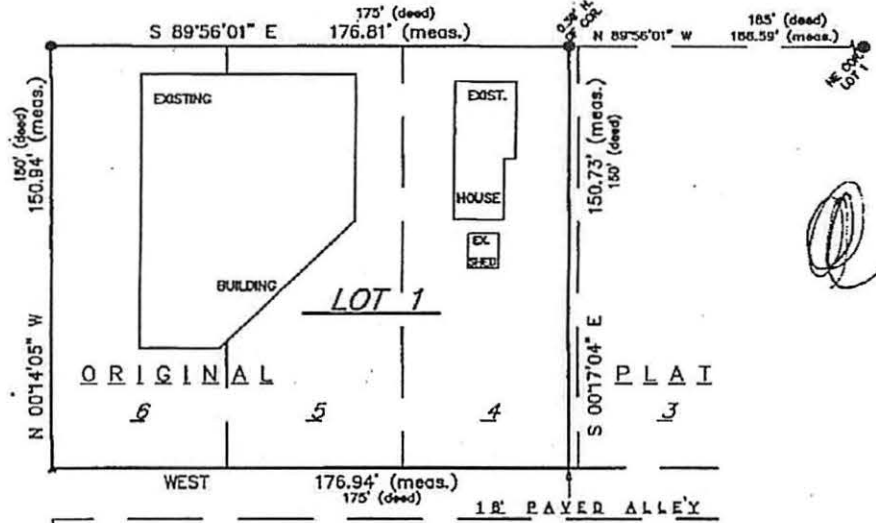
TOTAL AREA
26,679 sq. ft.
0.612 acres

LEGEND

- = 1" x 24" I.P. SET (1.68 LBS./LIN. FT.)
- = 3/4" I.P. FOUND
- = CHISELED ARROW FOUND
- ▲ = P-K NAIL SET

ROAD BY DEED

S T. C L A I R A V E



SHEET 1 OF 2

BOOK NO. 158, PAGE NOS. 158-159

JOB NO. F-0727

ADD E 1/4 22-15-23

LO, SHIMLENG
N7414 LAKESHORE RD
SHEBOYGAN, WI 53083

HARTENBERGER, ADAM H
508 S 4TH AVE
KIEL, WI 53042

XIONG, ZE
1715 ONTARIO AVE
SHEBOYGAN, WI 53081

URBAN GATEWAY LLC
3820 N 13TH ST
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SHEBOYGAN, WI 53081

THAO, DAO
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SHEBOYGAN, WI 53081

SCHULTZ, BILLY J
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ELKHART LAKE, WI 53020

FICK BRICKS LLC
W7148 VON BESSER DR
MERRILL, WI 54452

SNITOVSKY, NORMAN
1624 W 18TH ST
CHICAGO, IL 60608

SNITOVSKY, NORMAN & ROBERTA M
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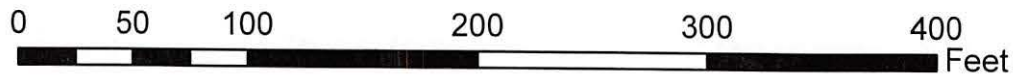
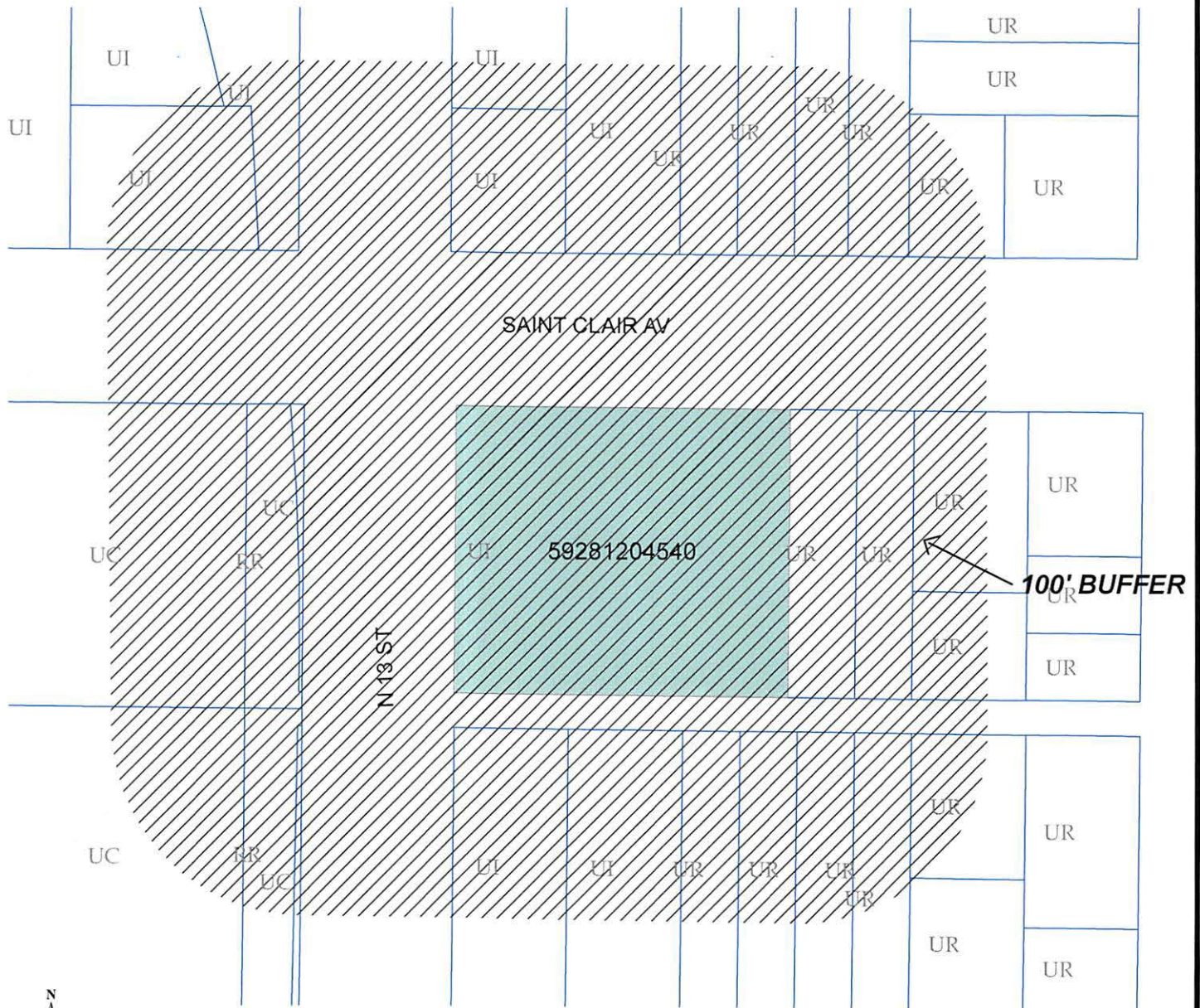
SCHUH, LUKE A
N7478 DAIRYLAND DR
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SHEBOYGAN COUNTY WISCONSIN PLANNING DEPT
508 NEW YORK AVE
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PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT to COMMUNITY MIXED-USE

SECTION 22, T. 15 N, R. 23 E

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



Hearing No. - 20 - 21. December 7, 2020.

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 Urban Commercial (UC):

Property located at 1125 N. 13th Street:

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CITY OF SHEBOYGAN
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Sincerely,

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Publish - November 20 and 27, 2020
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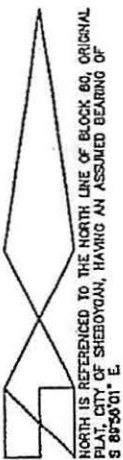
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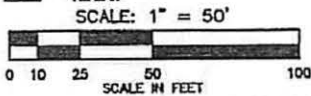
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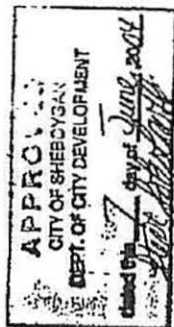
STAFF ID 11
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NORTH IS REFERENCED TO THE NORTH LINE OF BLOCK 80, ORIGINAL PLAT, CITY OF SHEBOYGAN, HAVING AN ASSUMED BEARING OF S 89°56'01\"/>



SCALE: 1" = 50'



ROAD BY DEED

NORTH 13th ST

CERTIFIED SURVEY MAP
OF
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VOL 21 PAGE 4

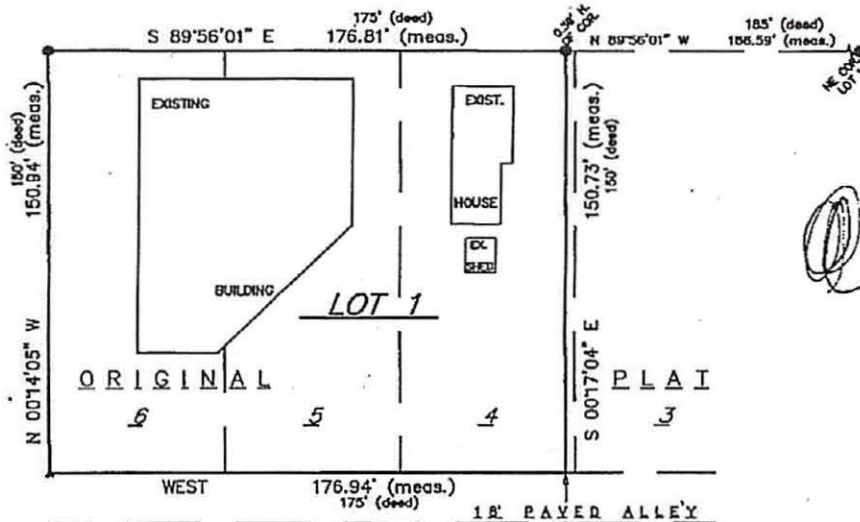
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ST. CLAIR AVE



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SHEET 1 OF 2
BOOK NO. 158, PAGE NOS. 158-159

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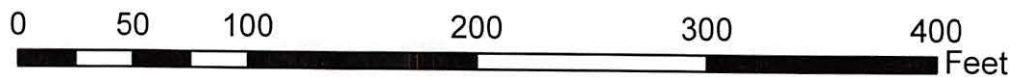
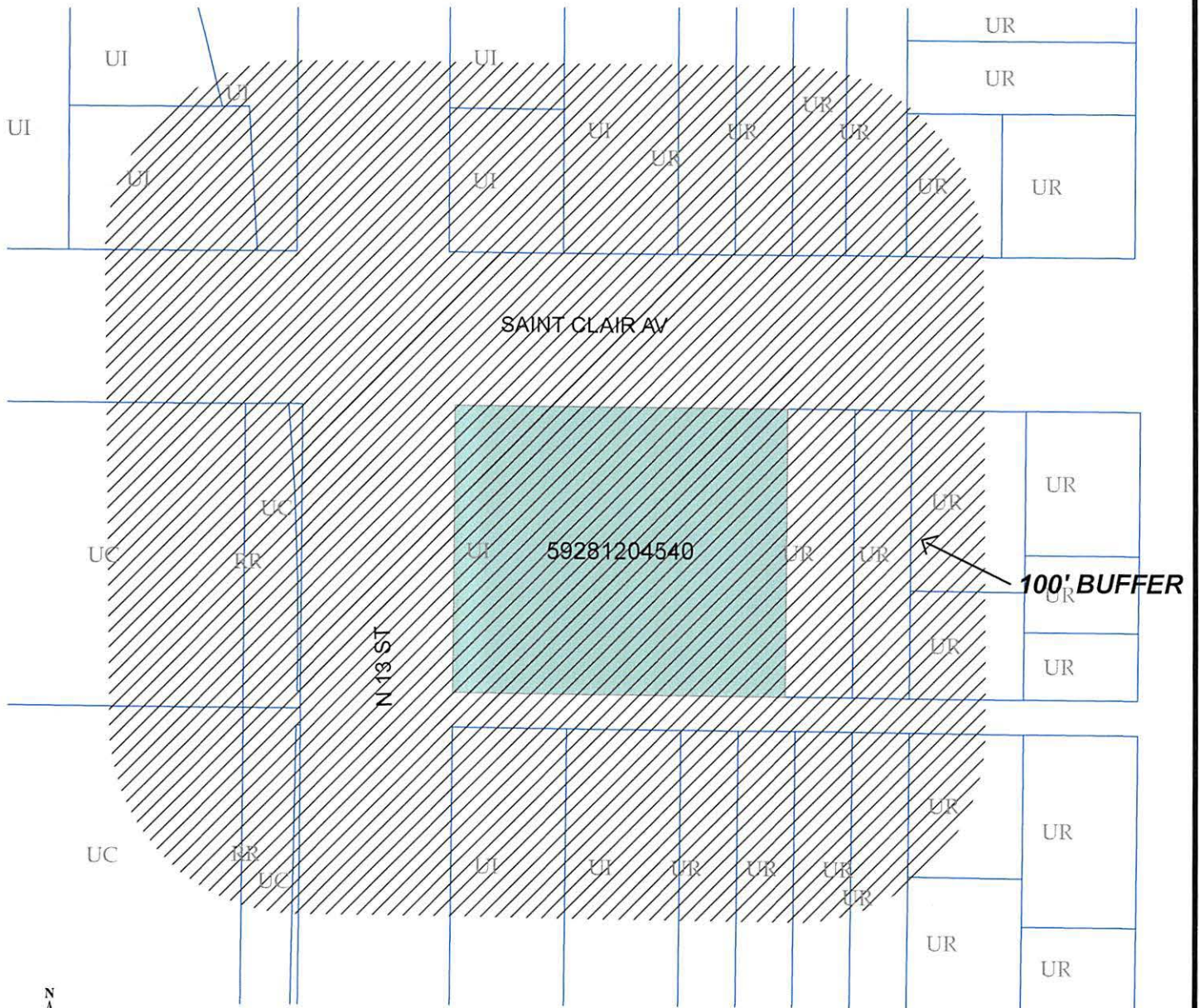
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PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) to URBAN COMMERCIAL (UC)
SECTION 22, T. 15 N, R. 23 E

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



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	0004464581	\$32.04	\$0.00	\$32.04	Credit Card	\$0.00	\$32.04

Sales Rep: JBouche

Order Taker: JBouche

Order Created 11/11/2020

<u>Product</u>	<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>
GWM-SHE-Sheboygan Press	2	11/20/2020	11/27/2020
GWM-SHEW-Sheboygan Press Digital	2	11/20/2020	11/27/2020

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

Text of Ad: 11/11/2020

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

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CSM REC IN VOL 21 P 4 AS DOC
#1741485 ROD

MEREDITH DEBRUIN
City Clerk
11/20, 11/27/2020 WNAXLP

II

R. O. No. _____ - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSES (NEW) December 31, 2021

<u>No.</u>	<u>Name</u>	<u>Address</u>
3468	Tree Care Specialists of S. Ohio	2574 State Route 218, Gallipolis, OH

COMMERCIAL OPERATORS LICENSES (RENEW) December 31, 2021

<u>No.</u>	<u>Name</u>	<u>Address</u>
1945	A & M Trees	7230 Sauk Trail Road
2797	DJ Theisen Landscape Service	81 Center Avenue, Oostburg
2961	Eisentraut Lawn Care LLC	404 Roosevelt Avenue, Howards Grove
1798	Greenscape Lawn-Landscape	4837 Stonefield Road
3249	Hoppe Tree Service	1813 S. 73 rd Street, Milwaukee
1173	Jerrys Lawn & Grounds	2913 S. 17 th Street
2617	Lawn Ranger	2622 Grey Fox Court
1814	Morse Landscaping LLC	2737 N. 21 st Street
1315	Schmdits Landscaping	W3127 N Cty Hwy A, Sheb. Falls
1322	Serenity Farm Landscaping	2803 Old Park Road
1951	Scotty Landscape Supply	3823 Enterprise Drive
1385	Stevie Bs Landscaping	N7332 Lakeshore Road
2473	Stump Eliminators, LLC	726 N. 25 th Street
1943	T & M Lawn Builders/Care LLC	N4338 Claver Ct. Road, Sheb. Falls
1770	TDN Utility Services	1075 Fond du Lac Ave., Sheb. Falls
3317	The Plymouth Landscape Co.	W6397 Oak View Lane, Plymouth
2132	Top Notch Tree & Stump Removal	931 Beech Street, Cleveland
3468	Tree Care Specialists of S. Ohio	2574 State Route 218, Gallipolis, OH

SECONDHAND DELAER LICENSE (RENEW) December 31, 2021

<u>No.</u>	<u>Name</u>	<u>Address</u>
2622	Danny's Multiservice LLC	925 Indiana Avenue
3227	Gaming Generations Inc.	1122 N. 8 th Street
2777	Freaktoyz	520 N. 8 th Street
2852	Heritage Showcase	1614 Indiana Avenue
1187	Kisiolek Jewelers	1103 N. 8 th Street
2297	Music Boxx LLC	1119 N. 8 th Street
1302	Rudnick Jewelers	919 N. 8 th Street
1741	Sheboyguns Shooter Supply	1822 N. 12 th Street
2785	Victory Games	1310 Union Avenue
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
December 7, 2020.

Your Committee to whom was referred R. O. No. 96-20-21 by City Clerk submitting a Notice of Claim from Kinstler Law Office, LLC for their client Charlene Ruffin-Brand, on behalf of the estate of Kevan O. Ruffin, Jr.; recommends filing the claim.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.5

R. O. No. 96 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a Notice of Claim from Kinstler Law Office, LLC for their client Charlene Ruffin-Brand, on behalf of the estate of Kevan O. Ruffin, Jr.

FP

CITY CLERK

16-20

OCT 28 2020

MKC



October 27, 2020

City Attorney Charles C. Adams
Sheboygan City Hall
828 Center Avenue, Suite 210
Sheboygan, WI 53081

NOTICE OF CLAIM

City Clerk Meredith DeBruin
Sheboygan City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Re: My Client: Charlene Ruffin-Brand, on behalf of the estate of Kevan O. Ruffin, Jr.
Date of Incident: July 2, 2020

Dear Ms. DeBruin:

The Kinstler Law Office, LLC, attorney for Charlene Ruffin-Brand, DOB: 12/02/1966, who resides at 1105 S. 16th, Sheboygan, WI 53081, acting as personal representative on behalf of the estate of decedent, her son Kevan O. Ruffin, Jr., (DOB 11/27/1987), who last resided at 1531 Indiana Avenue, Sheboygan, WI 53081, hereby makes a claim for injuries and damages sustained by Ruffin and Ruffin-Brand in an incident which occurred on July 2, 2020 on S. 15th Street in Sheboygan, involving the Sheboygan Police Department, and more specifically, its agents, servants, and/or employees, including but not limited to Sheboygan Police Department Officer Bryan Pray.

Upon information and belief, at approximately 6:00 a.m. on July 2, 2020, Officer Pray drove northward on S. 15th Street in his marked squad vehicle, and pulled over to the east side of the street. Kevan Ruffin had been sitting on the curb on the west side of the street, approximately 100 feet north of where Officer Pray stopped his vehicle. When Officer Pray stopped his vehicle, Kevan Ruffin stood up and began walking southward on the west side of S. 15th Street. Officer Pray stepped out of the driver's side of his squad vehicle and into the street, walking toward Ruffin, stating "How you doin', Ruffin? Are you fine this morning? Can you just have a seat for me?" Ruffin then began walking toward Officer Pray. Officer Pray then drew his Electronic Control Device, also known as a "taser," and deployed it, striking Ruffin in the chest. Ruffin then began to run toward Officer Pray. Over the next eight to ten seconds, Officer Pray fired six rounds from his service

firearm, striking Ruffin at least four times. As a result of the unreasonable and unlawful conduct of Officer Pray, Kevan Ruffin collapsed in the street and died of his gunfire injuries almost immediately. At no time during this incident did Ruffin come into physical contact with Officer Pray.

Charlene Ruffin-Brand, on behalf of herself and the estate of Kevan Ruffin, is making a claim for damages in the total amount of One Million Dollars (\$1,000,000.00) inclusive of all related costs, as a result of the excessive use of force by Officer Bryan Pray which caused the death of Kevan O. Ruffin, Jr. and the violation of his Wisconsin and Federal civil rights.

Dated this 27 day of OCTOBER, 2020

Charlene Ruffin-Brand

Charlene Ruffin-Brand, Claimant,
and on behalf of Claimant, the
Estate of Kevan O. Ruffin, Jr.

KINSTLER LAW OFFICE, LLC
Attorney Brian Kinstler
Wisconsin State Bar No. 1037566
for Claimants Ruffin-Brand and the
Estate of Kevan O. Ruffin, Jr.



Subscribed and sworn to before me this 27th day of OCTOBER 2020.

[Signature]

Notary Public, State of Wisconsin
My commission is permanent

BK/bk

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 7, 2020.

Your Committee to whom was referred pursuant to R. O. No. 106-20-21 by City Clerk submitting various license applications; recommends adopting the following licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2472	Backus, Holden J.	415 Fond du Lac Ave. Sheboygan Falls
3410	Baker, Ashley M.	2126A Henry Street
3412	Dean, Alexander M.	4247 Honeysuckle Ct. Apt. 201
3411	Dicker, Madison N.	1536 Alexander Court
3414	Garcia-Flores, Belen	1515 Alabama Avenue
1807	Markham, Cheryl A.	2222 Kroos Court
2539	Oiler, Kelly D.	1622 Georgia Avenue
5339	Weimann, Lisa K.	302 Wahgouly Road
7668	Zastrow, Nicholas H.	2217 Park Place Apt. C

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0565	Krueger, Nathan J.	1419 Forsythe Avenue

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

No. Name

Address

2509 Santanas Limo

2724 Main 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

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
December 7, 2020.

Your Committee to whom was referred Res. No. 119-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the 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

4.2

Res. No. 119 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which 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, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

FAP

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
December 7, 2020.

Your Committee to whom was referred Res. No. 120-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the 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

43

Res. No. 120 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

FP

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessment
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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



R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
December 7, 2020.

Your Committee to whom was referred Res. No. 121-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the 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

4.4

Res. No. 121 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2020 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

FAP

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
December 7, 2020.

Your Committee to whom was referred Res. No. 122-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the 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

4.5

Res. No. 122 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

FRP

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. December 7, 2020.

Your Committee to whom was referred Res. No. 124-20-21 by Alderpersons Dekker and Sorenson authorizing the Purchasing Agent to issue a purchase order to Industrial Marketing & Consulting for the purchase of a replacement street sweeper for the Public Works Department; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

47

Res. No. 124 - 20 - 21. By Alderpersons Dekker and Sorenson.
November 16, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Industrial Marketing & Consulting for the purchase of a replacement street sweeper for the Public Works Department.

WHEREAS, there is funding for the purchase of a replacement street sweeper for the Public Works Department in the 2021 budget; and

WHEREAS, in light of the long lead time on street sweepers, it is desirable to place the order, and lock in the price, for the street sweeper in 2020, even though delivery will not occur until 2021; and

WHEREAS, City Staff has explored purchasing the street sweeper through a cooperative purchasing plan, but the City is able to obtain a better price by working directly with the street sweeper dealer assigned to this region; and

WHEREAS, the quote from the assigned dealer - Industrial Marketing & Consulting - which identifies all of the specifications of the street sweeper, is attached to this Resolution; and

WHEREAS, once the new street sweeper has been received, the street sweeper it is replacing will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a standard City of Sheboygan Purchase Order to Industrial Marketing & Consulting for the purchase of one street sweeper that meets the specifications set forth in the attached quote.

PW

BE IT FURTHER RESOLVED: That in the 2021 calendar year, if sufficient funds are appropriated in the City's budget approved by the Council, the appropriate City officials are hereby authorized to draw funds in the amount of \$275,300.00 for the purchase of the street sweeper. These funds shall be drawn from Account # 70136100-641100 (Motor Vehicles-Vehicles) in an amount not to exceed \$275,300.



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

INDUSTRIAL MARKETING & CONSULTING

516 D AVENUE
 GWINN, MI 49841
 USA

QUOTATION

Quote Number: 022308
 Quote Date: Nov 4, 2020
 Page: 1

Voice: 906-346-7888
 Fax: 906-346-7578

Quoted To:

CITY OF SHEBOYGAN
 PURCHASING DIVISION
 828 CENTER AVE.
 SHEBOYGAN, WI 53081
 USA

EXHIBIT A

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	12/4/20	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00	600000	2020 MODEL 600 TYMCO SWEEPER	134,000.00	134,000.00
2.00	600088	Floodlight-Incandescent (additional)	100.00	200.00
1.00	600054-C	REAR CAMERA/MONITOR SYSTEM...SINGLE VIEW WITH TWO ADDITIONAL CAMERAS.	3,250.00	3,250.00
1.00	600053	AUX. HYD. SYSTEM	1,100.00	1,100.00
1.00	600067	Sweeper Deluge System	1,000.00	1,000.00
1.00	600015-A	Extra Water Capacity; additional 110 gallons for a total of 330. Water pump standard 5GPM. Electric Type.	4,500.00	4,500.00
2.00	600022	G.B. TILT ADJUSTER	800.00	1,600.00
1.00	600002	Hydraulic Shut Off Valve	200.00	200.00
1.00	600007	Additional Water Spray Nozzle- Left Gutter Broom Nozzle	400.00	400.00
1.00	600007-A	Additional Water Spray Nozzle- Right Gutter Broom Nozzle	400.00	400.00
1.00	600007-D	Additional Water Spray Nozzle-Hopper Nozzles	400.00	400.00
1.00	600036	ABRASION PROTECTION PACKAGE	950.00	950.00
1.00		Skid Bumper Extension Set 3"	250.00	250.00
1.00	600004	Limb Guard. Stainless steel guard mounted on hopper for protection from tree branches while sweeping.	200.00	200.00
1.00	600045	HIGH OUTPUT WATER	750.00	750.00
Subtotal				Continued
Sales Tax				Continued
Freight				
TOTAL				Continued

INDUSTRIAL MARKETING & CONSULTING

516 D AVENUE
 GWINN, MI 49841
 USA

QUOTATION

Quote Number: 022308
 Quote Date: Nov 4, 2020
 Page: 2

Voice: 906-346-7888
 Fax: 906-346-7578

Quoted To:

CITY OF SHEBOYGAN
 PURCHASING DIVISION
 828 CENTER AVE.
 SHEBOYGAN, WI 53081
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	12/4/20	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00	600087	Front Pick Up Head Curtain Lifter	1,500.00	1,500.00
1.00	600009	Gutter Broom Variable Speed	750.00	750.00
1.00	600079	AUTO SWEEP INTERRUPT with overspeed interrupt.	1,000.00	1,000.00
2.00	600076	Gutter Broom Drop Down (requires GB tilt adjuster)	800.00	1,600.00
1.00	600084	DUMP SWITCH IN CAB	200.00	200.00
1.00	600091T	Stainless Hopper Assy(includes hopper weldment, door, inspection doors, raker plate, high capacity dust separator, skimmer hood & hopper screen	17,500.00	17,500.00
1.00	600096	Stainless Hopper Drain	750.00	750.00
1.00	600092	STAINLESS STEEL BOLT ON BLOWER HOUSING	1,250.00	1,250.00
1.00	600033T	FRONT REMOVABLE CURTAIN SET	250.00	250.00
1.00		2021 Peterbilt 220 Right Hand Steer. 1-speed	94,000.00	94,000.00
1.00	600803	LED LIGHTS...STOP/TURN/TAIL	500.00	500.00
1.00	600828	HAZARD REFLECTORS	100.00	100.00
1.00	600810	AMBER BEACON LIGHT-LED: SAE CLASS 1 WITH PROTECTIVE LIMB GUARD (CAB MOUNTED)	350.00	350.00
1.00	600824T	LED TRAFFIC DIRECTING LIGHT 44" LONG	800.00	800.00
1.00	600827	FIRE EXTINGUISHER	100.00	100.00
			Subtotal	Continued
			Sales Tax	Continued
			Freight	
			TOTAL	Continued

INDUSTRIAL MARKETING & CONSULTING

516 D AVENUE
 GWINN, MI 49841
 USA

QUOTATION

Quote Number: 022308
 Quote Date: Nov 4, 2020
 Page: 3

Voice: 906-346-7888
 Fax: 906-346-7578

Quoted To:

CITY OF SHEBOYGAN
 PURCHASING DIVISION
 828 CENTER AVE.
 SHEBOYGAN, WI 53081
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	12/4/20	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00		Battery Disconnect Switch	450.00	450.00
1.00	TTL	Any applicable tax, title or license fees are additional.		
1.00		Freight, delivery, setup and training	5,000.00	5,000.00
			Subtotal	275,300.00
			Sales Tax	
			Freight	
			TOTAL	275,300.00

IX

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. December 7, 2020.

Your Committee to whom was referred Gen. Ord. No. 24-20-21 by Alderpersons Dekker and Sorenson creating a Handicap Parking stall on the south side of Heller Avenue east of N. 16th Street; recommends adopting the Ordinance.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~X~~

6.1

Gen. Ord. No. 24 - 20 - 21. By Alderpersons Dekker and Sorenson.
November 16, 2020.

AN ORDINANCE creating a Handicap Parking stall on the south side of Heller Avenue east of N. 16th Street.

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 Handicap Parking stall shall be added 220 feet east of the east curb line of N. 16th Street to 239 feet east of the east curb line of N. 16th Street.

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

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.

Dean Dekker

PW

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

R. O. No. _____ - 20 - 21. By TRANSIT COMMISSION. December 7, 2020.

Your Commission to whom was referred Res. No. 118-20-21 by Alderperson Sorenson authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2021, under former Section 9 (USC 5307) of the federal Transit Act of 1964, as amended; recommends adopting the Resolution.

TRANSIT COMMISSION

III

4.9

Res. No. 118 - 20 - 21. By Alderperson Sorenson. November 16, 2020.

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2021, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year 2021, pursuant to former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for 2021 operating and capital assistance grants under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

Transit

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. _____ - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

CITY CLERK

FAP

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2020CV000426
Class Code: Money Judgment

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
Date 12/1/20 Time 4:19 am/pm
Personal Substtute
Posted Corporate

Case number 2020CV000426 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 62e1ac

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 1, 2020

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust (Walmart), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2020 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than \$6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2020, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2020 value of the Property was set by the City Assessor's office at \$17,423,900.

6. Walmart timely filed an objection to the 2020 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2020 was no higher than \$6,250,000.

10. The 2020 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2020 was excessive.

11. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2020 was no higher than \$6,250,000.

14. Upon information and belief, the 2020 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2020 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2020 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2020 value of the Property from \$17,423,900 to \$6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2020 was no higher than \$6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grglaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing on an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores Inc.	Agent name (if applicable)* Christopher L. Strohbahn / Russell J. Karnes
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 1440 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address Brandon.Caplena@walmart.com	Agent's email address cstrohbahn@grgblaw.com / rkarnes@grgblaw.com

Property address 3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number 59281-479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 13,265,000	
Property owner's opinion of value \$ 6,250,000	
Basis for request To take matter directly to Circuit Court as cases regarding prior assessments are currently pending in Circuit Court	
Date Notice of Intent to Appear at BOR was given 06 - 02 - 2020	Date Objection Form was completed and submitted 06 - 02 - 2020

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

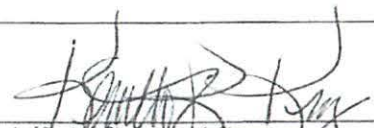

Requestor's / Agent's Signature

* If agent, attach signed Agent Authorization Form, PA-105

Decision

Approved Denied

Reason _____


Board of Review Chairperson's Signature

10/14/2020
Date

Taxpayer advised 10-16-2020
Date



II

R. O. No. _____ - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting a claim from Kara Bergin for alleged injuries from a trip and fall on uneven cement on N. 8th Street.

FAP

CITY CLERK

DATE RECEIVED 11-16-20

RECEIVED BY MKC

CLAIM NO. 20-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

NOV 16 '20 PM 2:49

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: KARAK BERGIN
- 2. Home address of Claimant: 919 WISCONSIN AVE #417 SHEBOYGAN
- 3. Home phone number: 920-287-8596
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 5/16/20

6. Where did damage or injury occur? (give full description) ENTRANCE TO THE ALLEY BETWEEN THE AVENUES OF ERIE & ONTARIO ON N. 4th St, Sheboygan

7. How did damage or injury occur? (give full description) 5/16/20 ABOUT NOON

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: When entering the alley from the street there is a rise in the cement.

(b) Claimant's statement of basis for such liability: UNEVEN CEMENT

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

I TRIPPED, FELL FACE FIRST WHILE ENTERING THE ALLEY ON N. 8th BETWEEN ERIE & ONTARIO.

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

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

Auto: \$ 0

Property: \$ 0

Personal injury: \$ 5,000

Other: (Specify below) \$ 588.77

TOTAL \$ 5,588.77

Damaged vehicle (if applicable) N/A

Make: _____ Model: _____ Year: _____ Mileage: _____

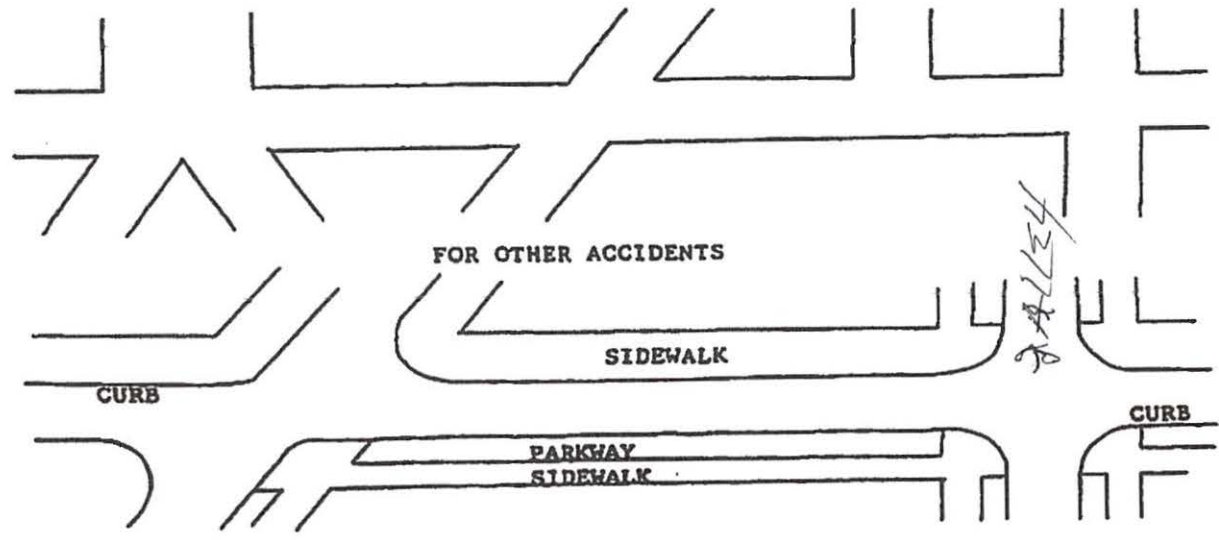
Names and addresses of witnesses, doctors and hospitals: Sheb. Police (picture)

ORANGE CROSS Ambulance 1919 Ashland Ave Sheb.

AURORA MEMORIAL Hospital 2629 N. 7th St Sheb 53083

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

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



SIGNATURE OF CLAIMANT Kara Berge DATE 11/16/20

DR. WOLFINGTON 630 RIVERFRONT DR #202 SHEBOYGAN

DR. HEINEN 1535 N. 33RD PL. SHEB

DR. HERLOFF 3108 S. BUSINESS DR Sheb

DR. HEATHER KALMICK 2905 S. 12th St. Sheb.

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

NOV 16 '20 PM 2:49

Claimant's Name:	<u>KARA K BERGIN</u>	Auto	\$ <u>0</u>
Claimant's Address:	<u>919 WISCONSIN AVE #417</u>	Property	\$ <u>0</u>
	<u>SHEBOYGAN, WI 53081</u>	Personal Injury	\$ <u>5,000</u>
Claimant's Phone No.	<u>920-287-8594</u>	Other (Specify below)	\$ <u>558.77</u>
			TOTAL \$ <u>10,588.77</u>
			<u>5,588.77</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~10,588.77~~.

5,588.77 SEE ATTACHED

SIGNED Kara K Bergin DATE: 11/16/20

ADDRESS: 919 WISCONSIN AVE #417
SHEBOYGAN, WI 53081

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

Please Make Check Payable To:



Please see back of form. Page 1 of 1

Heather M Kalmuck DDS, SC
2905 South 12th Street
Sheboygan, WI 53081

***** STATEMENT *****

Acct#: 13726
Statement Date: 9/23/2020
Balance Due Now: \$271.80
DUE DATE: 10/10/2020

Kara Bergin
919 Wisconsin Avenue
Apt 417
Sheboygan, WI 53081

Amount Enclosed: _____

Phone: (920) 459-8467

Please Box if above address information is incorrect & indicate changes on reverse side.

Please enclose top portion with payment

<u>Date</u>	<u>Patient</u>	<u>Code</u>	<u>Description</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>
Balance Forward >>>>>>						\$271.80

Balance Due: \$271.80
 - Estimated Insurance: \$0.00
>>>>>>>>> Balance Due Now: \$271.80

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>Est. Insurance</u>	<u>On Contract</u>
\$0.00	\$0.00	\$0.00	\$271.80	\$0.00	\$0.00

To pay your bill online please go to our website: www.sheboyganfamilydentalcare.com, click on "Patient Resources" then click on "Patient Log-in".

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE...

Your Name _____ Marital Status _____

Street _____ Home Phone _____

City _____ State _____ Zip _____

Employer _____ Business Phone _____

Employer Address _____

Insurance Company _____ Contract No. _____

Other Information _____

Please check one:



ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

SECURITY

--	--	--

CODE NO.

NAME _____ Card Expiration Date: _____
(Print name exactly as it appears on the card.)

Amount to be charged _____ Signature _____

On May 16, 2020, I tripped over a raise in the cement while entering the alley between Ontario Ave. and Erie Ave., on North 8th St., fell face first on to the cement. Two different cars stopped to help and called the ambulance. A Police officer arrived to take picture of the event. I was taken to Memorial Hospital for x-rays and released a short while later.

It was a month before the carsickness subsided and I was able to take a cab to the chiropractor's office. (I don't drive.)

Results.

- Cut my nose
- Bruises and swelling on my face
- Swollen upper lip and mouth.
- Broke my glasses
- Broke my upper denture
- Concussion
- Excruciating headache for at least two months
- Whiplash
- Car-sick
- It took five months for Heinen Chiropractic to readjust my spine.
- Dr. Wolfington (Podiatrist) adjusted my ankle and popped my ankle back into place.
- DDS. Heather Kalmuck repaired my denture at a cost of **\$271.80.**
- Purchased out-of-pocket a Drive Rollator **\$46.97**
(recommended by both Dr. Heinen and Dr. Wolfington).

I am still waiting for the billing statement from Yellow Cab each round trip (12) to Heinen Chiropractic cost \$20.00 for a total of **\$240.00, during June and July.**

For months I have suffered from PTSD, afraid to walk alone or to go down hills, driveways and stairs.

I am requesting that my bills be paid **\$558.77**

Also, **\$5,000** for pain and suffering.

Thank you very much for assisting me in this matter.

Kara Bergin

919 Wisconsin Ave. #417

Sheboygan, WI. 53081

(920) 287-8596

kk.bergin@gmail.com

ROLLATOR

May 29, 2020

Order # 292339177

Total: \$46.97

Order Details



Drive Medical Rollator Rolling Walker with 6" Wheels

Option:Red

Quantity:1

Status:Delivered

Delivered:June 2nd, 2020



HEINEN CHIROPRACTIC, S.C.

1539 North 33rd Place, Suite B
Sheboygan, WI 53081
Phone: 920-451-9960

Multiple Appointment Program

Patient Name: Kara Bergin Progress Exam/X-ray Date(s): 9:40 7.17 8.19

Regularly scheduled adjustments are one of the most important factors in recovering and maintaining your health. All muscles, ligaments, tendons, and cartilage must be strengthened and realigned to hold vertebrae in position. A regular schedule of care must be given priority.

Please familiarize yourself with the appointments listed below. These must be kept to maximize benefit. If situations arises such as vacation where you may need to make an appointment change, please notify us in advance.

We promise to do everything possible to help you not only regain, but also maintain your health. Your cooperation in keeping your

2020

January						
S	M	T	W	Th	F	S
	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30	31	

February						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
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29	30	31				

April						
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26	27	28	29	30		

May						
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3	4	5	6	7	8	9
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31						

June						
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28	29	30				

July						
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26	27	28	29	30	31	

August						
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23	24	25	26	27	28	29
30	31					

September						
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27	28	29	30			

October						
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	

TIME: Day _____ at _____ am - pm Except Day _____ at _____ am - pm
 Day _____ at _____ am - pm Other: _____
 Day _____ at _____ am - pm _____

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Donohue.
December 7, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Municode regarding phased recodification of the City's Code of Ordinances.

WHEREAS, the City of Sheboygan periodically recodifies its Municipal Code, the last three recodifications having been completed in 1965, 1975, and 1998; and

WHEREAS, it has become clear that our current Municipal Code is in need of updating and recodification; and

WHEREAS, Municipal Code Corporation ("Municode") has served as our codifier and has proposed a two-phase process whereby attorneys for Municode will review the entire code and make recommendations for updates, followed by an implementation phase which includes options for the use of new self-publishing technology that will work together with a system for creating agendas, minutes, and other council documents that will add efficiency to the process of keeping the code up-to-date; and

WHEREAS, the cost of Phase 1 (Legal Review & Conference) is \$10,500 and the cost of Phase 2 (Implementation & Republication Base Cost) is \$18,900; and

WHEREAS, funds are available for this project in 2020, but may not be available in future years; ensuring payment while funds are available in the 2020 budget requires suspension and passage.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is hereby authorized to enter into the attached agreement with Municode.

BE IT FURTHER RESOLVED: That the Common Council authorizes advance payment for the two-phase process from the 2020 budget in the total amount of \$29,400.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 70511010-521900 (Liability Insurance - Contracted Services) to pay for the two phases from the 2020 budget.

BE IT FURTHER RESOLVED: That Municode will refund the payment for Phase 2 if the City of Sheboygan decides not to go ahead with Phase 2.

Suspend
Adopt

BE IT FURTHER RESOLVED: That decisions about the code software, to be made by the Clerk's Office, have been deferred to 2021, at the suggestion of Municode.

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



P.O. Box 2235 Tallahassee, FL 32316
municode.com • 800.262.2633

Phased Recodification Services with Full-Service Supplementation & Online Code Hosting or Self-Publishing Software Options

CITY OF SHEBOYGAN, WISCONSIN

December 1, 2020

Quote valid for 90 days



Self-Publishing Software

Municode as Total Code Administrator



Tracy Stevanov

Legal Account Executive

Phone 800-262-2633 ext. 7105

Direct: 850-692-7105

Email tstevanov@municode.com

PO Box 2235 Tallahassee, FL 32316



GovTech Top 100 Innovators in
2016, 2017 & 2018



LETTER OF INTEREST

December 1, 2020

Mr. Charles Adams
City Attorney
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Via email: charles.adams@Sheboyganwi.gov

Mr. Adams:

Thank you for speaking with Thank you for speaking with Legal Account Executive Tracy Stevanov regarding a phased recodification of the City's Code of Ordinances. The initial phase consists of a Legal Review and Conference, which will identify internal conflicts and inconsistencies within the Code and with Wisconsin State Law. In phase 2, Municode will implement the agreed upon changes and republish the Code, with supplementation beginning anew with Supplement 1. We will be happy to provide a recent Legal Review Memorandum sample upon request.

Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,000 municipalities throughout the United States and host over 3,600 municipal codes online. Our team of full-time experienced codification attorneys has created thousands of Codes of Ordinances for clients throughout the United States. For ongoing maintenance and online publication of the new Code, we specialize in both traditional full-service supplementation services with Municode as Total Code Administrator (**Option 1**) or our Self-Publishing Software service for in-house maintenance of the new Code (**Option 2**). Please note that a decision on the method of initial publication and ongoing Code maintenance (Option 1 or Option 2) is required upon contract execution.

★ **Option 1: Municode as Total Code Administrator**

We will publish and maintain the new Code as a Total Code Administrator. Following the recodification process, you can simply email all newly enacted legislation to Municode for supplementation by our team of legal editors and proofreaders. This option includes online publication in HTML format, giving you full access to the standard and premium features available on MunicodeNEXT.

★ **Option 2: Municode Self-Publishing Software**

Our Self-Publishing Software enables clients to publish and maintain their Code of Ordinances and other desired publications online independently and in-house, with no printed copies of the Code necessary, although any sections may be exported in printable format. After the newly recodified Code is converted to Municode's Self-Publishing database, authorized users can log in to the online Code, draft proposed changes directly within the contents of the Code, automatically generate ordinances and resolutions, and then publish the amended Code on the web. Although the Self-Publishing Software option does not include the online features available via MunicodeNEXT, the Code will still be fully transparent and searchable with this option. To see an example of an online Code that is maintained and published via our Self-Publishing Software option, please visit the [Alpine City, Utah Code](#).

If you have any questions, please let us know. In addition to email, Tracy can be reached at 850-692-7105. Thank you for the opportunity to submit this proposal!

Sincerely,



Steffanie W. Rasmussen
Vice President of Client Services
Phone: 800-262-2633 ext. 1148
steff@municode.com

PRICE QUOTATION SHEETS

EXECUTIVE SUMMARY

Phased Recodification, Supplementation and Online Code Hosting

- ★ Phase 1 - Legal Review & Conference \$10,500
- ★ Phase 2 - Implementation & Republication Base Cost, includes \$18,900
- Timeline 10–12 months

Phase 1 - Legal Review & Conference. During the Legal Review process, the attorney assigned to your project will examine every title, chapter, section and line of the Code to ensure that it is free from conflicts and inconsistencies and conforms to the laws of Wisconsin. Our legal team will review the Code to identify areas of possible legal concern. We will provide you with a Legal Memorandum containing our analyses and recommendations. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. Issues discovered during the legal analysis will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes.

Phase 2 - Implementation & Republication. Recommendations from the legal review, as approved by you and your staff, will be incorporated into your code by aggregating all changes and republishing the code. We will handle 100% of the publishing of your Code. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. Following the recomposition, supplement number designations start over with Supplement No. 1. If you should choose to implement the legal review yourself, we can cancel this contract and refund the additional monies paid in advance.

Option 1: Municode as a Total Code Administrator:

- ★ Supplement Service (single column per page rate).....\$18¹
- ★ Supplement Service (double column per page rate)\$20²
Municode does not charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.
- ★ Online hosting = MunicodeNEXT!\$550³
The online code is only \$550 for our standard service. If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for only \$1,295 annually!

Option 2: Self-Publishing Software Platform⁴:

- ★ Conversion to Municode's Self-Publishing Platform No charge
- ★ Annual Software Licensing and Support.....\$4,000
- ★ Annual Software Licensing and Support for *additional* publications \$295 per publication
- ★ Conversion Timeline, post code adoption..... 4–6 weeks

¹ Please see page 4 for additional pricing details.

² Please see page 4 for additional pricing details.

³ Please see page 5 for additional features and pricing available on our MunicodeNEXT platform.

⁴ Please see page 6 for additional pricing details.

PHASED RECODIFICATION QUOTATION SHEET (OPTIONS 1 & 2)

Phase 1 - Legal Review & Conference:

- ★ Legal review of the Code of Ordinances, excluding zoning \$10,500
- ★ Conference (please select one)
 - Teleconference with Municode attorney, per 3-hour conference No charge⁵
 - Conference with Municode attorney Attorney time, travel, lodging and per diem

Payments for Legal Review:

- ★ Upon Execution of Agreement \$5,250
- ★ Upon Delivery of Legal Memorandum Balance Due

Phase 2 - Implementation & Republication Base Cost, includes

\$18,900

- ★ Implementation of approved legal findings
 - ★ Updating State Law references
 - ★ Editorial preparation and proofreading
 - ★ Page formatting (make selections below)
 - ★ Indexing
- ★ Tables⁶, Graphics⁷ & tabular matter⁸
- ★ Final proofreading and corrections
- ★ Quality control review
- ★ PDF of Code
- ★ Adopting ordinance prepared by a Municode attorney
- Ensure the Code is Gender Neutral \$1,400

Project is based on the font size & pages below – please only select one:

- Font Size Single Column: 10-point (1,400) 11-point (1,582) 12-Point (1,750)
- Font Size Double Column: 10-point (1,000) 11-point (1,217)

Conference Selection:

- On-site conference, each Attorney time, travel, lodging and per diem
- Teleconference or web-based conference, 3-hour session No charge⁹

Supplement Service Selection (Decision required at time of contract execution):

- Option 1: Municode as Total Code Administrator
- Option 2: Municode Self-Publication Software

Items not included in base cost

- ★ Pages over 1,400 10-point, single column pages per page (or equivalent) \$20
- ★ Pages over 1,000 10-point, double column pages per page (or equivalent) \$24
- ★ Freight Actual
- ★ State sales tax If applicable
- ★ Post your code on MunicodeNEXT See selections on page 5

Payment for Implementation & Republication

- ★ Commencement of Implementation and Republication phase \$7,560
- ★ Submission of Proofs \$6,615
- ★ Delivery Balance

⁵ Each additional hour invoiced at \$150 per hour.

⁶ The following tables are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table or schedule other than those enumerated in this footnote. This includes Traffic and Fee tables or schedules.

⁷ Includes printing all copies.

⁸ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁹ For the initial 3-hour session, then \$150 per hour thereafter.

OPTION 1: SUPPLEMENTATION QUOTATION SHEET

Municode as Total Code Administrator

Supplement Service Base Page Rate¹⁰

Page Format	Base Page Rate
Single Column	\$20 per page
Double Column	\$22 per page

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index (if elected)
- ★ Schedule as selected by you¹¹
- ★ Updating electronic versions¹² and online code

Base page rate above excludes:

- | | |
|---|----------------------|
| ★ Freight | Actual |
| ★ State sales tax | If applicable |
| ★ Images, Graphics ¹³ & tabular ¹⁴ matter, each | \$10 |
| ★ Administrative Support Fee | \$475 |
| ★ MyMunicode or online code | Selections on page 5 |

Electronic media options for Code of Ordinances (sent via download)¹⁵

- | | |
|--|---------------------------------------|
| ➤ Existing Order--Adobe PDF of the code | No charge |
| ➤ Existing Order--Adobe PDF of each supplement | No charge |
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |

Invoices for Supplements and Additional Services will be submitted upon shipment of project(s).

¹⁰ All prices quoted in this section may be increased annually in accordance with the Consumer Price Index (CPI) for All Urban Consumers.

¹¹ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹² We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹³ Includes printing of all copies.

¹⁴ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁵ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.

OPTION 1: ONLINE CODE HOSTING QUOTATION SHEET

Municode as Total Code Administrator (MunicodeNEXT Online Code)


Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of over 3,600 Codes on MunicodeNEXT [here](#). You can sign up to participate in one of our webinars [here](#) or view a pre-recorded version of the webinar [here](#).

Please check the appropriate box (es) to indicate your selection:

EXISTING ORDER

- [Online Code = MunicodeNEXT](#), annually \$550
- [OrdBank](#) per ordinance \$35

ADDITIONAL AVAILABLE SERVICES

- [CodeBank](#) annually \$150
Permanent online collection of previous versions of the code.
- [OrdBank](#) annually \$450
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only.
- [OrdBank + OrdLink](#) annually (or per ordinance) \$550 (\$60)
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended.
- [CodeBank Compare + eNotify](#)¹⁶ annually  \$250
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- [MuniPRO](#) Service annually \$295
Search over 3,600 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- [Custom Banner](#) one-time fee \$250
Customize MunicodeNEXT to match the look of your website.
- [MuniDocs](#)¹⁷ annually, upgraded self-loading capabilities \$350¹⁸
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

- MyMunicode annually. \$1,295¹⁹
Includes [MunicodeNEXT \(Online Code\)](#), [OrdBank](#), [CodeBank](#), [CodeBank Compare + eNotify](#), [MuniPRO](#), and [Custom Banner](#)

¹⁶ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁷ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

¹⁸ Includes 25 GB storage. Quote for additional storage available upon request.

¹⁹ Total value if each item were to be purchased a la carte would be approximately \$1,695 per year with participation in our OrdBank service.

OPTION 2: SELF-PUBLISHING SOFTWARE QUOTATION SHEET

SOFTWARE LICENSE, Code of Ordinances, annually \$4,000²⁰

The creation of the custom service/instance online enables users access to:

- ★ Automatic Ordinance/Resolution Drafting Tool
- ★ Automatic Code Updates
- ★ Legislative History Tool
- ★ PDF Ordinance/Resolution Storage²¹
- ★ Automatic PDF Generation for backup/printing
- ★ Online Training and Customer Service
- ★ Activation of any additional publication, as quoted below

DATABASE CONVERSION & SOFTWARE SETUP (Includes 3 hours training) No charge²²

The conversion of an existing code/document to the online Self-Publishing platform empowers users to have a current code and focus on present/future changes. Includes up to 1,500 pages of Code material, additional pages will be converted at 50¢ per page. If Code material is less than 1,500 pages, the remaining page count balance may be applied toward the conversion of any additional publication *during the first 3 months of the Agreement term*. All converted material will be posted to a customer's platform within 4 to 6 weeks from our receipt of the applicable material, provided the material is in an editable electronic format.

CODE UPDATE SERVICES, per ordinance/resolution page \$18

During the initial Code conversion, additional material such as ordinances, resolutions, or policies can be added into any coded publication upon request.

SOFTWARE LICENSE, Additional publications, each, annually \$295²³

- ★ Minutes (Council Minutes, Planning Commission Minutes, etc.)
- ★ Policies & Procedures (Employee Handbooks, Manuals, etc.)
- ★ Resolutions
- ★ Public Works, Cemetery, Sewer & Water, etc.
- ★ Construction Standards, Design Standards, etc.
- ★ Plans, (General Plan, Comprehensive Plan, etc.)
- ★ Charters, Museums, Airports, etc.

ADDITIONAL SERVICES AVAILABLE

- | | |
|--|------------------------------|
| ★ Conversion, per additional publication (if added after the first 3 months) | \$1,000 |
| ★ Code Update Services, <i>after</i> initial Code conversion, per hour | \$150 ²⁴ |
| ★ Consultation Services, per hour | \$100 ²⁵ |
| ★ Additional Training, per hour | \$150 |
| ★ Onsite Training | Quote available upon request |

²⁰ Includes 5 user licenses. Quotes for additional user licenses available upon request. Invoiced annually upon anniversary date of initial online publication. Following the initial Agreement term, costs may increase by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.

²¹ Data limitations may apply.

²² Provided Municode can rely upon the version of the Code furnished and it is in an editable, electronic format. Conversion fee, annual licensing fee and any additional applicable fees are payable upon completion of data conversion to Municode's database. All material for conversion to Municode's database must be received within 30 days of receipt of signed Agreement. Complex or form-based graphics may be subject to an additional cost – we will contact you in advance should this occur.

²³ Invoiced upon date of initial online additional publication, and annually thereafter upon anniversary date of initial additional publication.

²⁴ Excludes legal services, Should legal services be desired, please contact us for a price quote.

²⁵ Excludes legal services. Can include codification training, amendments to signature setup, graphic design/digital imaging services, meeting attendance or special projects. Should legal services be desired, please contact us for a price quote.

SIGNATURE PAGE

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the City of Sheboygan, Wisconsin.

Decision required at time of contract execution. Please select only one:

Code Update and Online Publishing Service

OPTION 1: Municode as Total Code Administrator

OPTION 2: Municode Self-Publishing Software

If choosing Municode's Self-Publishing Software option to publish and maintain for the recodified Code, a separate Software as a Service (SAAS) Agreement will also be provided for your signature. This proposal will serve as **EXHIBIT A** to any resulting Self-Publishing Software Agreement.

Term of Agreement. This Agreement for recodification services shall begin upon execution of this Agreement and end three years thereafter. If choosing Municode as a Total Code Administrator, the supplement and online Code hosting services shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: SW

Title: Steffanie Rasmussen, Vice President of Client Services

Date: December 1, 2020

Accepted by:

CITY OF SHEBOYGAN, WISCONSIN

By: _____

Title: _____

Date: _____

COMPANY PROFILE

History, Mission, and Team

With over 69 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.

Municode partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; our clients can establish a long-term partnership with our experienced and stable workforce.



Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. We have regional offices located in Rancho Mirage, California; Loveland, Colorado; Sarasota, Florida; Boise and Rexburg, Idaho; Carmel and Kewanna, Indiana; Stillwater, Minnesota; Charlottesville, Virginia; Hudson, New Hampshire; Asheville and Raleigh, North Carolina; Kaysville and Providence, Utah; Lake Oswego, Oregon; Fort Worth, Dallas and Edinburg, Texas.

Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.



The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



SCOPE OF SERVICES RECODIFICATION SERVICES (WITH OPTIONS 1 & 2)

Phase 1 - Legal Review & Conference

During the Legal Review process, the attorney assigned to your project will examine every title, chapter, section and line of the Code to ensure that it is free from conflicts and inconsistencies and conforms to the laws of the State of Wisconsin. Your Municode attorney will be available to consult with you and your staff at any time during the Legal Review process, which is outlined below.

Ordinances. All legislation of a general and permanent nature, passed in final form by you as of the cutoff date established by you and your Municode attorney, will be included in the analysis. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the review unless otherwise instructed by you.

Attorney Analysis and Review of Material. Our legal team will review the Code to ensure conformity with state statutes and to identify any areas of possible legal concern. New legislation included in the analysis will be compared to Code content in order to determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the established cut-off date for the Legal Review, or items not contemplated within the scope of service, may be included later at an agreed upon page rate.

References. We will provide State Law References within the Code. Editorial notes will be provided as appropriate. Internal references within the Code will be hyperlinked in the online version.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the Legal Review process simple and smooth for you.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal analysis will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Phase 2 - Implementation & Republication

Implementation of Approved Recommendations. Recommendations from the legal review, as approved by you and your staff, will be incorporated into your code by aggregating all changes and republishing the code. Upon completion of the republication, we recommend you readopt the entire code. We will provide you with an adopting ordinance.

- ★ **Incorporate Legal Review Findings.** All approved recommendations will be implemented into your code as outlined in the Legal Memorandum.
- ★ **Incorporate Ordinances.** The ordinances that you have enacted subsequent to the latest ordinance included in the existing code will be incorporated as shown on the price quotation sheet. The amended or repealed provisions will be removed and the new provisions inserted.

Republication

We will work with you to confirm the desired formatting and style of the Code. We will update the preliminary pages, create an Index (if elected) and Table of Contents; add any uncodified newly adopted legislation at the per page supplement rate quoted; update history notes; provide a comparative table of ordinances and integrate all applicable photographs, maps, diagrams, charts and tables into the Code. Proofs will then be provided for your review. Following the approval of the proofs, the Code will be shipped and posted online in fully robust HTML format.

We will handle 100% of the publishing of your Code. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. When we republish

your Code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the recomposition, the Code is reprinted, and supplement number designations start over with Supplement No. 1.

The anticipated time frame for the conversion and republication project is **3 to 4 months**, excepting any delays in our receipt of materials or your return of proofs. Within 2 weeks of shipping the new Code, it will be published online in fully robust HTML format via MunicodeNEXT. The current Code can be posted online in PDF format during the conversion and republication phase, if desired.

The process includes:

- ★ Conversion to our codification database;
- ★ Inclusion of adopted legislation can be added at the per page supplement rate quoted;
- ★ Removal and replacement of supplement numbers;
- ★ Updating of preliminary pages (title page, officials' page, and preface);
- ★ New page numbers;
- ★ Editing & proofreading;
- ★ 10-point Times New Roman font, single column format, unless otherwise instructed;
- ★ Incorporation of maps, diagrams, charts and tables;
- ★ Preparation of Table of Contents and updating or creation of an Index (if elected);
- ★ Proofs provided for your review;
- ★ Posting your newly republished Code on MunicodeNEXT;
- ★ Providing printed copies and any electronic versions specified in the format of your choice (WORD, PDF, FOLIO), as elected on the quotation sheet.

OPTION 1: SUPPLEMENT & ONLINE HOSTING SERVICES

Municode as Total Code Administrator – Supplement Services

Our supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. All you need to do is to email us your newly enacted legislation, and we do the rest. Printed and/or electronic Supplements can be provided on the schedule of your choice, and in print, Word, PDF and/or Folio formats. **A recent analysis of our printed supplement Services indicated an editorial error rate of less than .1%**, which is made possible by our attention to detail and strict quality control checks.

We pride ourselves on a turnaround time of **30 to 35 days for printed supplements** and can provide "always up to date" **electronic update services within 10 to 15 days** at the same per page rate as printed supplements. With printed supplementation, the online code is updated within **3 days** after shipping the supplement at no additional cost. We can provide copies of supplements (or the entire code) in either print or electronic format within 3 days of your request (unless a supplement is currently in process), not including any shipment time needed for printed copies. The printed supplement process is outlined below:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service (advance legislation service) is selected, the legislation will be posted online within 48 hours in PDF format as "Adopted Legislation not yet Codified".
2. Editorial Review – Our editorial team will review all material submitted to determine whether the material should be included in your code; where it should be placed; whether it conflicts with existing code format; what material should be removed; whether history notes should be added; what tables will be updated and whether the Table of Contents in the front or at the Chapter/Title level should be amended. If any significant issues are noted, we will contact you for clarification. No substantive changes to your legislation will be made, however minor typographical errors will be corrected as needed. Any questions or inconsistencies will be brought to your attention.
3. Indexing –Our indexing team will index and cross-reference new material in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that it is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again, line by line to ensure that the improvements made were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – Your online code will be updated within 1 to 2 days of shipping or uploading the supplement. You will be notified via email that the website has been updated. If our CodeBank Compare + eNotify service is selected, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, insert divider tabs and ship your supplement to you quarterly unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet*: With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.



Municode as Total Code Administrator – Online Code Hosting via MunicodeNEXT

Our Code hosting platform, MunicodeNEXT, includes both standard and premium features, as described in **Attachment A**. These features provide a wide variety of additional capabilities for the research and navigation of your Code, as well as for preserving its history. Regardless of the option you choose, your Code can be published online via MunicodeNEXT. However, MunicodeNEXT online features are only available with Municode as Total Code Administrator, as they require that the Code be posted in compatible HTML format following conversion and republication.

With our MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge. We encourage you to visit our online library of over 3,600 Codes hosted on MunicodeNEXT: <https://library.municode.com/>.

ADA compliance is multi-faceted. All HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant and will scale to the viewport of any modern smartphone or tablet running iOS, Android, or Windows Phone 7 or higher. Web application accessibility techniques continue to involve and improve as technology advances. Municode is committed to making accessibility an important part of ongoing product updates. Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a restful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later.

We house our public facing website in a secure, SAS70, PCI compliant data center owned and operated by Flexential in Atlanta, Georgia. All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy. We actively monitor the status of our hosting facility. We utilize Veeam Backup & Recovery to take daily snapshots of all servers in both of our data centers. Snapshots are performed from 8 pm EST to 5 am EST, are replicated between sites and are routinely tested. Biometric authentication is required to enter the data center facility, and anyone entering the premises must be either active customers or authorized vendors with badge and PIN access. Each rack is locked with a combination lock to prevent unauthorized entry or access. The facility is monitored by camera 24/7 to further provide physical security.

We secure our systems using enterprise grade security products. We employ firewalls from Palo Alto networks to secure the perimeter and endpoint security from Carbon Black to provide anti-virus scanning and threat detection on all servers, desktops, laptops, virtual machines and mobile devices. Carbon Black actively scans all file access on all endpoints of our network and quarantines any suspected malware, immediately sending notification to our systems administration staff. We use Nimble and 3Par SANs for all our storage needs. Each SAN member is fully redundant – redundant power supplies, controllers, NICs, etc. The drives on each array are configured as either RAID 5, RAID 50, or RAID 60 arrays.

Our powerful search engine allows users to enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. Our application also conforms to Level AA of the Web Content Accessibility Guidelines 2.1.

MunicodeNEXT Premium Feature Summary

- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders.
- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A “modified,” “removed” or “added” badge is shown within the online table of contents to alert users of recently amended sections of your code.
- ★ **OrdLink** will create highlights within your online code to help users identify what ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniDocs** will enable you to send us your Minutes, Agendas, Policies, Procedures, etc. and have us upload the material right alongside your code for quick and easy access.
- ★ **MuniPRO** allows you to search over 3,600 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

OPTION 2: SELF-PUBLISHING SOFTWARE SERVICES

Self-Publishing Software Services

Our Self-Publishing Software was created specifically for municipalities who prefer to publish and maintain their Code (and other selected publications) online and “in-house”, using your staff in lieu of Municode’s team of Legal Editors and Legal Proofreaders to edit and update the Code.

Our Self-Publishing Software service puts the maintenance of the Code directly into our client’s hands and is equipped with all of the tools and technology needed to ensure the successful self-maintenance of your Code and other publications.

We Convert Your Code, You Publish

The self-publishing process begins with converting your newly adopted Code of Ordinances into Municode’s Self-Publishing software platform. If desired, our experienced editorial staff is available to provide assistance in updating the online Code at any future point in time, as indicated on the **Price Quotation Sheet**. While some municipalities may prefer the complete independence our online framework offers, we are always available to assist upon request.

After your Code is converted to the Municode software platform, we will provide the necessary training to enable authorized users to update the online Code of Ordinances. This process occurs through our proprietary code-to-document proposal method (which generates automatic digital ordinances/resolutions), or by converting a passed document into the online platform.

Your Changes = Instant Ordinances

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators. All proposals made to the Code are automatically numbered and redlined, enabling your Council to clearly see what material has changed, and how those changes will impact your code. Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current.

Sign, Seal & Update by Email Approval

After the automatically-generated document is passed by your Council, an email is generated to request the approval and authorization of your presiding Officer(s) and Attester(s). Upon their authorization, your online code can be instantly updated, and the documents may also be digitally signed and sealed.

In addition to self-publishing your Code of Ordinances, other books or publications can be published and updated within our Self-Publishing platform, such as Minutes, Policies & Procedures, Fee Schedules and more.

SELF-PUBLISHING SOFTWARE FEATURES



Complete Edit, Legislative History

Transparency is your and our primary objective. All changes made to your code within the system are fully and automatically documented and recoverable. The Self-Publishing Software service automatically records your legislative history for your citizens to see the evolution of your code supported by the actual ordinances which adopted, amended, or repealed your section of the code.



Ordinance Design & Review

While some cities and towns may prefer the complete independence our online framework offers, other communities may request assistance from our full-service codification staff. Our experienced staff is available to provide your community with codification services which can include: ordinance review, design, and support. Whether you need assistance using the software tools, or in reviewing or designing ordinances, we have a dedicated staff available to help with all your codification needs.



Email Notification of Updates

How often do staff or citizens ask you the last time the code was updated? Give everyone the ability to sign up for email notifications! Users will receive an email containing a link which directs them to what has changed.



Ordinance/Resolution Drafting Tool

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators.



Ordinance / Resolution Creator with Digital Signature & Seal

Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current + updated!



Search & Browse Features

- ★ Cross-reference linking
- ★ Citations in context of legislation
- ★ Shareable link to any title, chapter, article, division, or section
- ★ Search by keyword, and within specific areas of the code



PDF Ordinance/Resolution Storage

Tired of searching for original ordinances? Our Self-Publishing Software allows you to store, search. Data limitations may apply.



Desktop, Mobile Friendly

All of our tools use widely accepted web standards and are cross-browser compliant. Your codes are instantly available online as well as on any mobile device the second you choose to make them available. We support all modern mobile browsers and make our best effort to comply with WCAG 2.1 Level AA checkpoints for accessibility.



Branding, Theming

Each municipality can choose the colors, logos, and fonts that represent their unique identity. No more one-size-fits-all that other codifiers force you into. We will also support your custom domain for the location of your code. We also include an array of analytics that will show you how your citizens use your books including commonly accessed resources.



Host Additional Searchable Publications

Some cities and towns use our Self-Publishing Software to provide additional resources to the public. The software platform is designed to publish online any regulation or policy that your community implements. Whether it's your municipal code, personnel policies and procedures, public work standards and technical specification, compilation of resolutions or executive orders, minutes, or other regulations; each of these books can be published through our online framework.



Online Training and Customer Service

Municode provides support and training to clients to ensure familiarity with all aspects of the software. Municipal staff who receive our custom training and self-publish develop themselves professionally and become favored by municipal governments throughout the country.



Prudent, Cost Effective

Update as little as or much as you need. With SPS, there are no limitations or additional expenses. Most municipalities can save up to 70% with Self-Publishing Software! Our annual rates are fixed, not variable. This means your codification expense won't exceed the budget.



Reliable, Cloud Based

Using one of the biggest cloud-based infrastructures in the world, we can pass on our uptime guarantee of 99.9%! All customers can easily upload all supporting documentation and images such the original legislation, ordinances, resolutions, zoning maps, documents, etc.



Print-friendly

Download online code as PDF File, enabling print or backup

ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.

[Request MunicodeWEB Demo/Proposal](#)



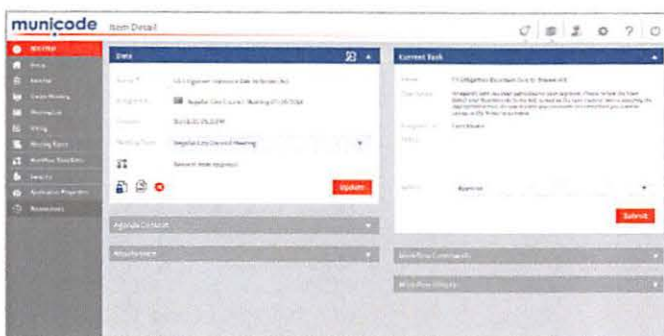
Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!

Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our "single click publishing" will provide you with automatic agenda and packet creations.

[Request MunicodeMEETINGS Demo/Proposal \(see pricing pages 5 & 6\)](#)



Payment Solutions - Point and Pay

Our preferred payment solutions partner, Point & Pay (<https://www.pointandpay.com/>) makes paying bills easier! Everything they do is backed by their best-in-class user interfaces, insightful features and high-quality service and support. Point and Pay can assist in processing City/County taxes, utility bills, permits & licensing, and more. With a focus on mobile interfaces, they enable your customers to conveniently pay bills whenever and wherever they want!

[Request Point and Pay Demo/Proposal](#)

MCCi Services:

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.



Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you are able to login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.



[Request MCCi Demo/Proposal](#)

Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, enCodePlus assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, enCodePlus has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how enCodePlus can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <http://www.encodeplus.com/>



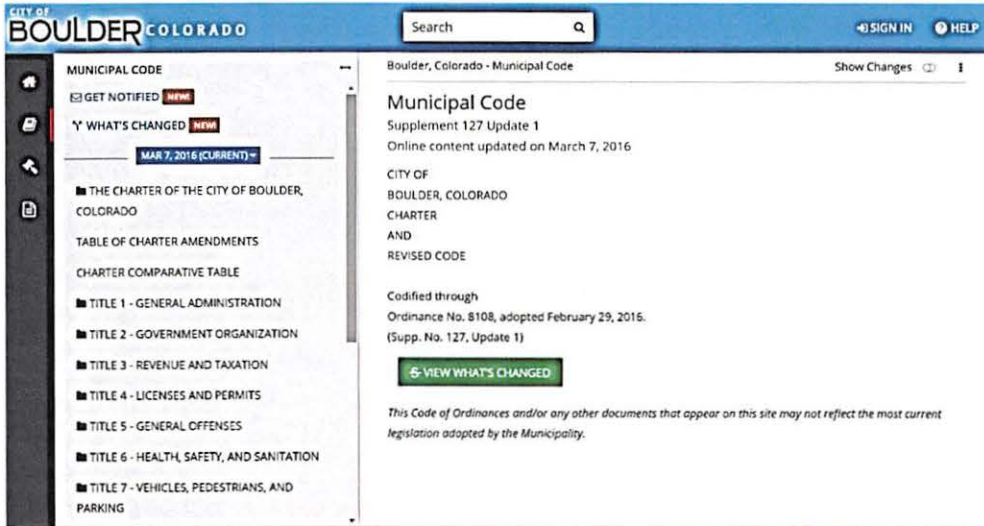
[Request enCodePlus™ Demo/Proposal](#)

MunicodeNEXT Standard & Premium Features

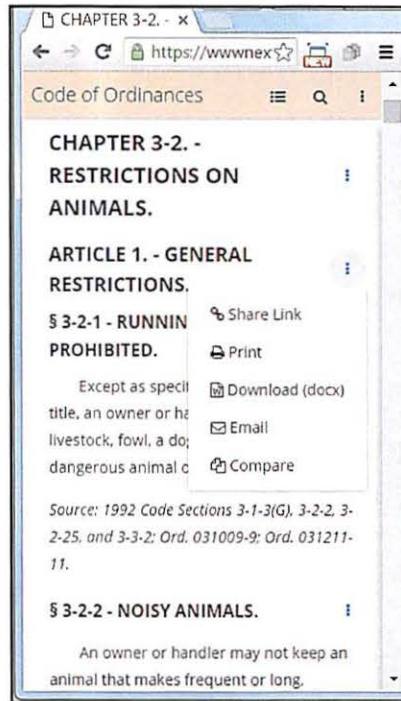
(not available with Self-Publishing Software)

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



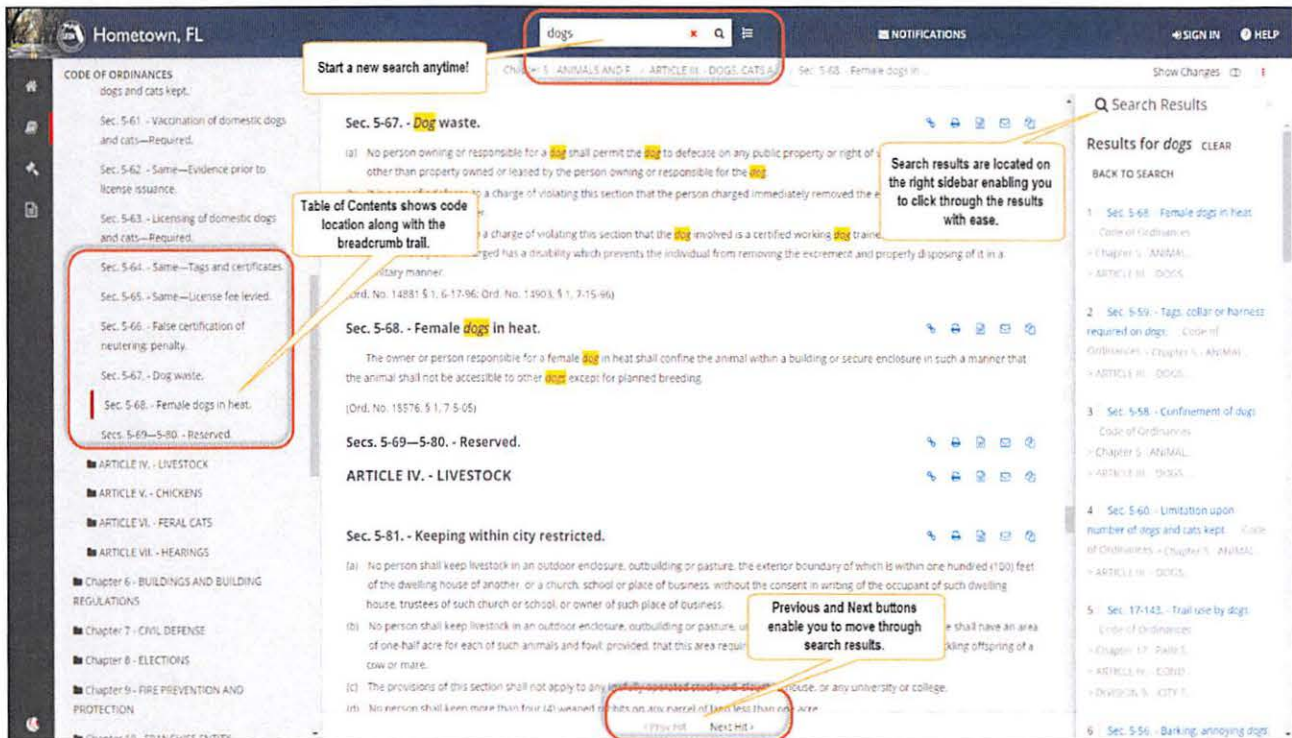
Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Standard Features of MunicodeNEXT

Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

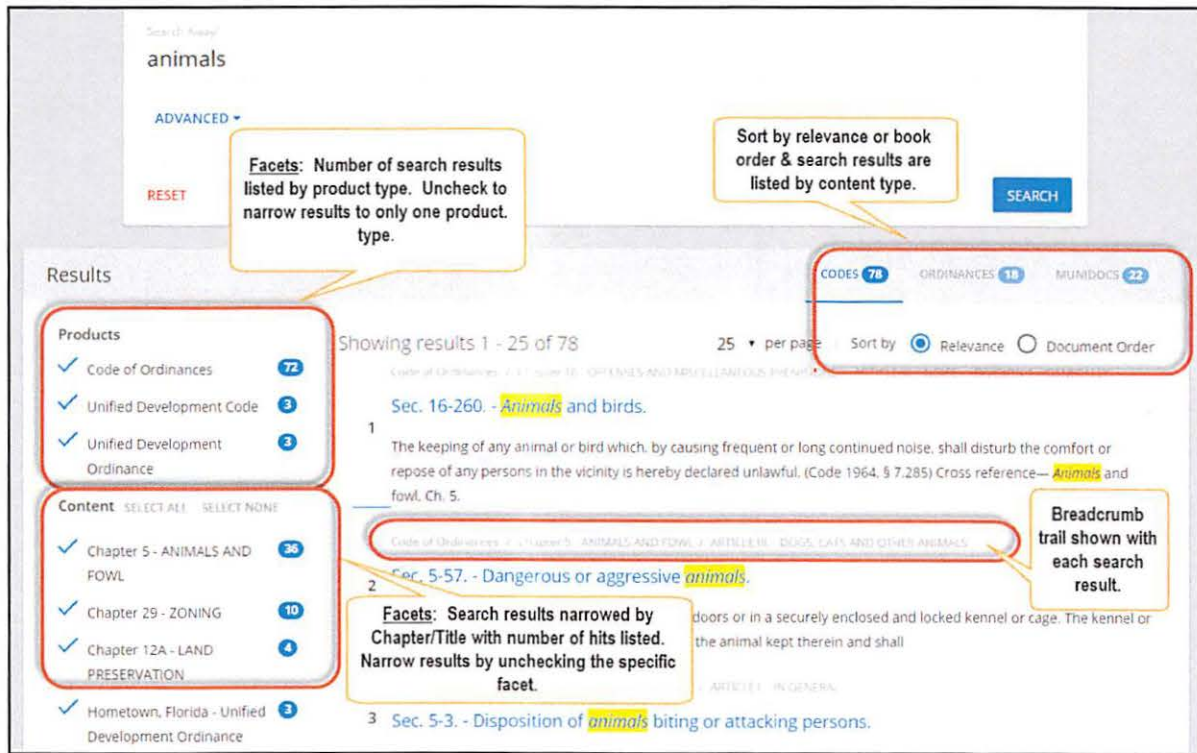
Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

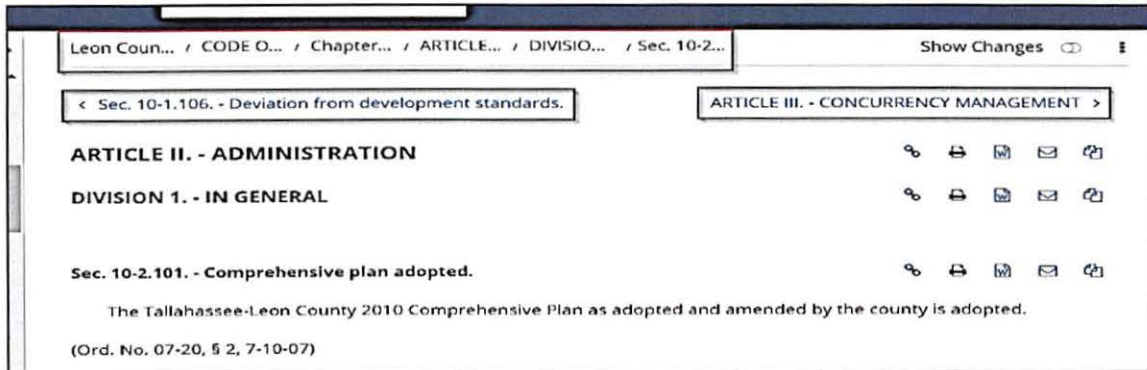
- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.

Standard Features of MunicodeNEXT



Search enhancements provided with our latest website upgrade include (see screenshot above):

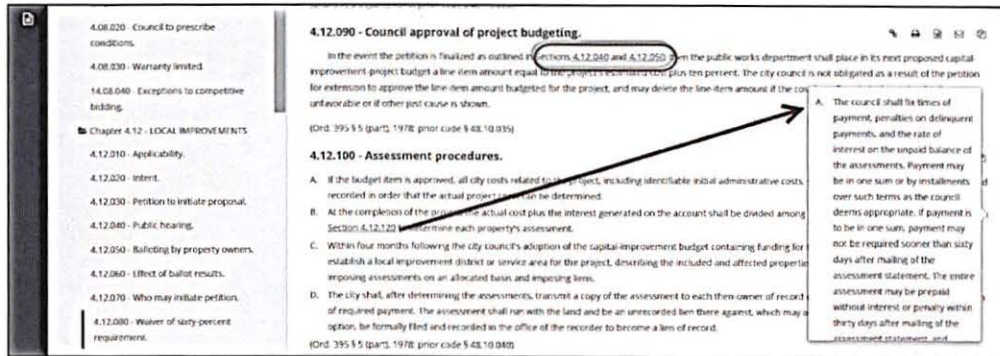
Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Standard Features of MunicodeNEXT

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.1.

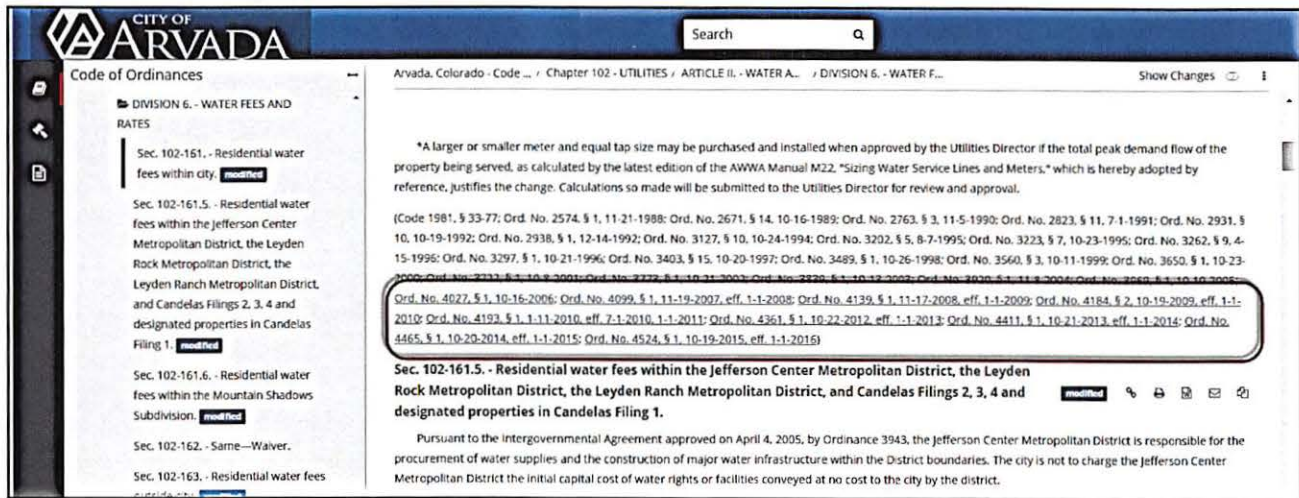
Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

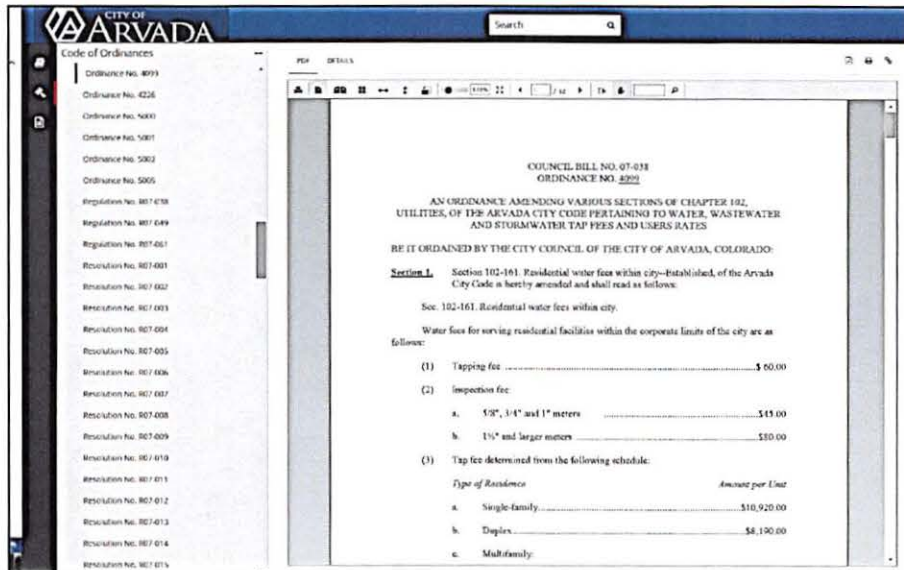
Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

Hyperlinked ordinance in text)

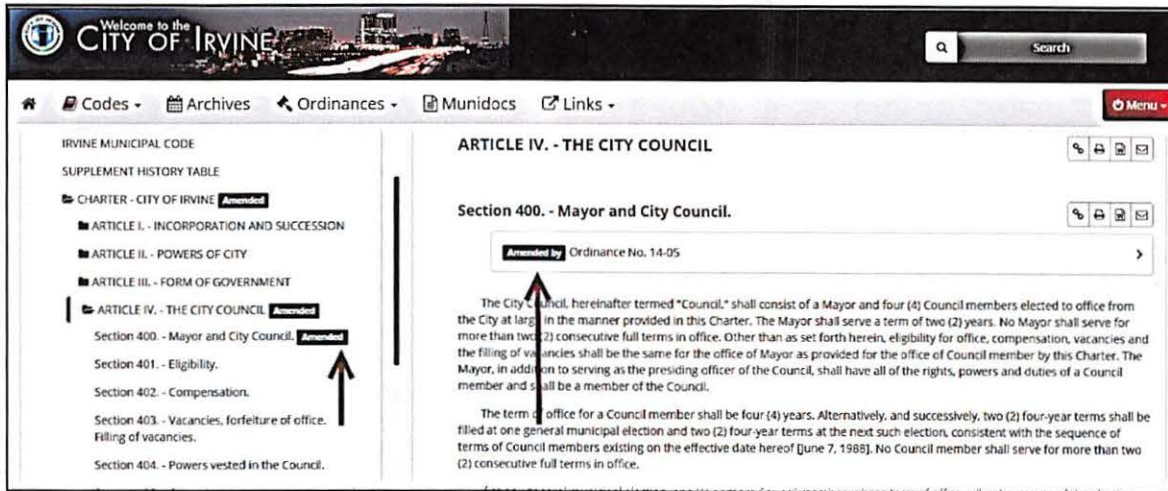


(One-Click access to the original ordinance in the OrdBank Repository)



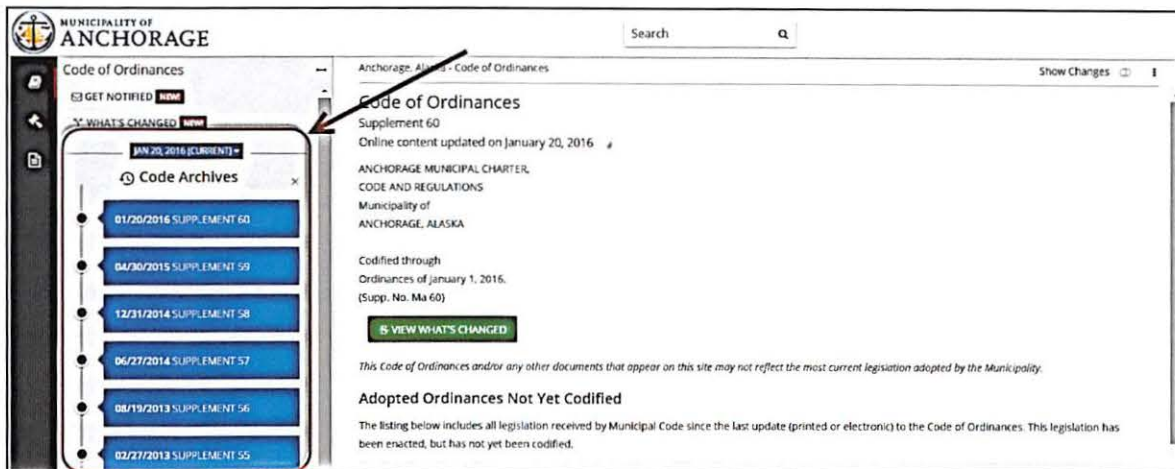
Premium Features of MunicodeNEXT

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update. **eNotify.** Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated.

Premium Features of MunicodeNEXT

This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

(Show changes button and a custom banner are shown below)

Premium Features of MunicodeNEXT

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

Name

Minutes

Agendas

Budgets

Resolutions

Applications

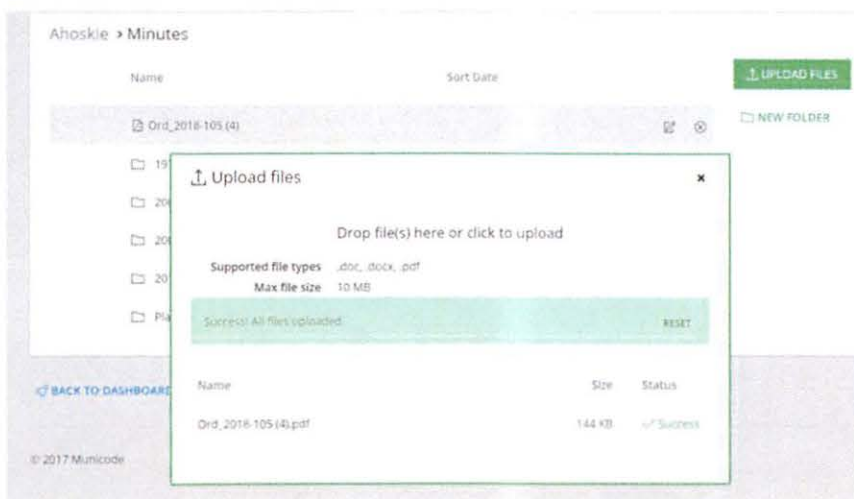
Forms

Policies

Manuals

Misc. Documents

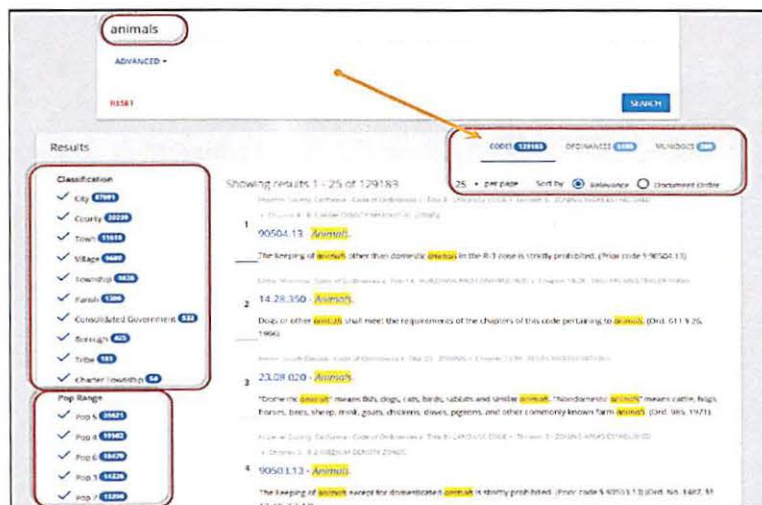
Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.



Premium Features of MunicodeNEXT

MuniPRO. MuniPRO Searching allows you to search the over 3,600 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.





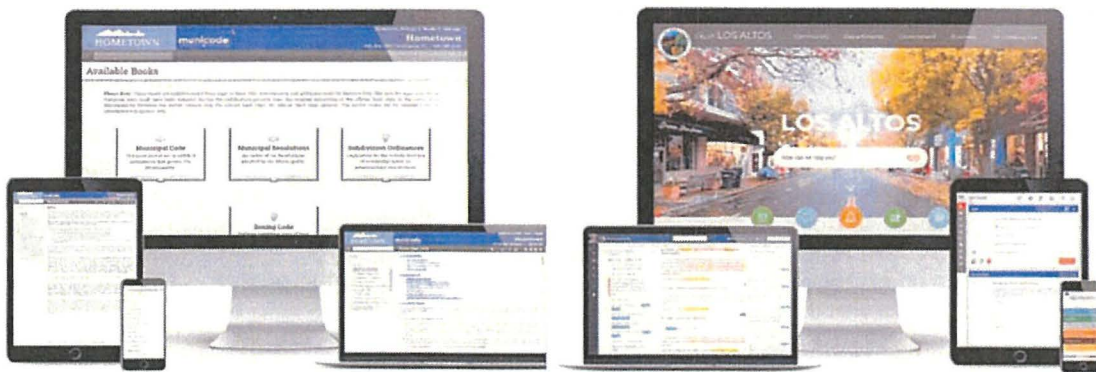
P.O. Box 2235 Tallahassee, FL 32316
municode.com • 800.262.2633

Phased Recodification Services with Full-Service Supplementation & Online Code Hosting or Self-Publishing Software Options

CITY OF SHEBOYGAN, WISCONSIN

December 1, 2020

Quote valid for 90 days



Self-Publishing Software

Municode as Total Code Administrator



Tracy Stevanov

Legal Account Executive

Phone 800-262-2633 ext. 7105

Direct: 850-692-7105

Email tstevanov@municode.com

PO Box 2235 Tallahassee, FL 32316



GovTech Top 100 Innovators in
2016, 2017 & 2018



CONNECTING YOU & YOUR COMMUNITY

LETTER OF INTEREST

December 1, 2020

Mr. Charles Adams
City Attorney
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Via email: charles.adams@Sheboyganwi.gov

Mr. Adams:

Thank you for speaking with Legal Account Executive Tracy Stevanov regarding a phased recodification of the City's Code of Ordinances. The initial phase consists of a Legal Review and Conference, which will identify internal conflicts and inconsistencies within the Code and with Wisconsin State Law. In phase 2, Municode will implement the agreed upon changes and republish the Code, with supplementation beginning anew with Supplement 1. We will be happy to provide a recent Legal Review Memorandum sample upon request.

Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,000 municipalities throughout the United States and host over 3,600 municipal codes online. Our team of full-time experienced codification attorneys has created thousands of Codes of Ordinances for clients throughout the United States. For ongoing maintenance and online publication of the new Code, we specialize in both traditional full-service supplementation services with Municode as Total Code Administrator (**Option 1**) or our Self-Publishing Software service for in-house maintenance of the new Code (**Option 2**). Please note that a decision on the method of initial publication and ongoing Code maintenance (Option 1 or Option 2) is required upon contract execution.

★ **Option 1: Municode as Total Code Administrator**

We will publish and maintain the new Code as a Total Code Administrator. Following the recodification process, you can simply email all newly enacted legislation to Municode for supplementation by our team of legal editors and proofreaders. This option includes online publication in HTML format, giving you full access to the standard and premium features available on MunicodeNEXT.

★ **Option 2: Municode Self-Publishing Software**

Our Self-Publishing Software enables clients to publish and maintain their Code of Ordinances and other desired publications online independently and in-house, with no printed copies of the Code necessary, although any sections may be exported in printable format. After the newly recodified Code is converted to Municode's Self-Publishing database, authorized users can log in to the online Code, draft proposed changes directly within the contents of the Code, automatically generate ordinances and resolutions, and then publish the amended Code on the web. Although the Self-Publishing Software option does not include the online features available via MunicodeNEXT, the Code will still be fully transparent and searchable with this option. To see an example of an online Code that is maintained and published via our Self-Publishing Software option, please visit the [Alpine City, Utah Code](#).

If you have any questions, please let us know. In addition to email, Tracy can be reached at 850-692-7105. Thank you for the opportunity to submit this proposal!

Sincerely,



Steffanie W. Rasmussen
Vice President of Client Services
Phone: 800-262-2633 ext. 1148
steff@municode.com

EXECUTIVE SUMMARY

Phased Recodification, Supplementation and Online Code Hosting

- ★ Phase 1 - Legal Review & Conference \$10,500
- ★ Phase 2 - Implementation & Republication Base Cost, includes \$18,900
- Timeline..... 10–12 months

Phase 1 - Legal Review & Conference. During the Legal Review process, the attorney assigned to your project will examine every title, chapter, section and line of the Code to ensure that it is free from conflicts and inconsistencies and conforms to the laws of Wisconsin. Our legal team will review the Code to identify areas of possible legal concern. We will provide you with a Legal Memorandum containing our analyses and recommendations. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. Issues discovered during the legal analysis will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes.

Phase 2 - Implementation & Republication. Recommendations from the legal review, as approved by you and your staff, will be incorporated into your code by aggregating all changes and republishing the code. We will handle 100% of the publishing of your Code. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. Following the recomposition, supplement number designations start over with Supplement No. 1. If you should choose to implement the legal review yourself, we can cancel this contract and refund the additional monies paid in advance.

Option 1: Municode as a Total Code Administrator:

- ★ Supplement Service (single column per page rate).....\$18¹
- ★ Supplement Service (double column per page rate)\$20²
Municode does not charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.
- ★ Online hosting = MunicodeNEXT!\$550³
The online code is only \$550 for our standard service. If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for only \$1,295 annually!

Option 2: Self-Publishing Software Platform⁴:

- ★ Conversion to Municode's Self-Publishing Platform No charge
- ★ Annual Software Licensing and Support.....\$4,000
- ★ Annual Software Licensing and Support for *additional* publications\$295 per publication
- ★ Conversion Timeline, post code adoption 4–6 weeks

¹ Please see page 4 for additional pricing details.

² Please see page 4 for additional pricing details.

³ Please see page 5 for additional features and pricing available on our MunicodeNEXT platform.

⁴ Please see page 6 for additional pricing details.

PHASED RECODIFICATION QUOTATION SHEET (OPTIONS 1 & 2)

Phase 1 - Legal Review & Conference:

- ★ Legal review of the Code of Ordinances, excluding zoning \$10,500
- ★ Conference (please select one)
- Teleconference with Municode attorney, per 3-hour conference No charge⁵
- Conference with Municode attorney Attorney time, travel, lodging and per diem

Payments for Legal Review:

- ★ Upon Execution of Agreement \$5,250
- ★ Upon Delivery of Legal Memorandum Balance Due

Phase 2 - Implementation & Republication Base Cost, includes

\$18,900

- ★ Implementation of approved legal findings
 - ★ Updating State Law references
 - ★ Editorial preparation and proofreading
 - ★ Page formatting (make selections below)
 - ★ Indexing
- ★ Tables⁶, Graphics⁷ & tabular matter⁸
- ★ Final proofreading and corrections
- ★ Quality control review
- ★ PDF of Code
- ★ Adopting ordinance prepared by a Municode attorney
- Ensure the Code is Gender Neutral \$1,400

Project is based on the font size & pages below – please only select one:

- Font Size Single Column: 10-point (1,400) 11-point (1,582) 12-Point (1,750)
- Font Size Double Column: 10-point (1,000) 11-point (1,217)

Conference Selection:

- On-site conference, each Attorney time, travel, lodging and per diem
- Teleconference or web-based conference, 3-hour session No charge⁹

Supplement Service Selection (Decision required at time of contract execution):

- Option 1: Municode as Total Code Administrator
- Option 2: Municode Self-Publication Software

Items not included in base cost

- ★ Pages over 1,400 10-point, single column pages per page (or equivalent) \$20
- ★ Pages over 1,000 10-point, double column pages per page (or equivalent) \$24
- ★ Freight Actual
- ★ State sales tax If applicable
- ★ Post your code on MunicodeNEXT See selections on page 5

Payment for Implementation & Republication

- ★ Commencement of Implementation and Republication phase \$7,560
- ★ Submission of Proofs \$6,615
- ★ Delivery Balance

⁵ Each additional hour invoiced at \$150 per hour.

⁶ The following tables are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table or schedule other than those enumerated in this footnote. This includes Traffic and Fee tables or schedules.

⁷ Includes printing all copies.

⁸ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁹ For the initial 3-hour session, then \$150 per hour thereafter.

OPTION 1: SUPPLEMENTATION QUOTATION SHEET

Municode as Total Code Administrator

Supplement Service Base Page Rate¹⁰

Page Format	Base Page Rate
Single Column	\$20 per page
Double Column	\$22 per page

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index (if elected)
- ★ Schedule as selected by you¹¹
- ★ Updating electronic versions¹² and online code

Base page rate above excludes:

- | | |
|---|----------------------|
| ★ Freight | Actual |
| ★ State sales tax | If applicable |
| ★ Images, Graphics ¹³ & tabular ¹⁴ matter, each | \$10 |
| ★ Administrative Support Fee | \$475 |
| ★ MyMunicode or online code | Selections on page 5 |

Electronic media options for Code of Ordinances (sent via download)¹⁵

- | | |
|--|---------------------------------------|
| ➤ Existing Order--Adobe PDF of the code | No charge |
| ➤ Existing Order--Adobe PDF of each supplement | No charge |
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |

Invoices for Supplements and Additional Services will be submitted upon shipment of project(s).

¹⁰ All prices quoted in this section may be increased annually in accordance with the Consumer Price Index (CPI) for All Urban Consumers.

¹¹ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹² We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹³ Includes printing of all copies.

¹⁴ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁵ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.

OPTION 1: ONLINE CODE HOSTING QUOTATION SHEET


Municode as Total Code Administrator (MunicodeNEXT Online Code)

Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of over 3,600 Codes on MunicodeNEXT [here](#). You can sign up to participate in one of our webinars [here](#) or view a pre-recorded version of the webinar [here](#). Please check the appropriate box (es) to indicate your selection:

EXISTING ORDER

- [Online Code = MunicodeNEXT](#), annually \$550
- [OrdBank](#) per ordinance \$35

ADDITIONAL AVAILABLE SERVICES

- [CodeBank](#) annually \$150
Permanent online collection of previous versions of the code.
- [OrdBank](#) annually \$450
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only.
- [OrdBank + OrdLink](#) annually (or per ordinance) \$550 (\$60)
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended.
- [CodeBank Compare + eNotify](#)¹⁶ annually  \$250
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- [MuniPRO](#) Service annually \$295
Search over 3,600 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- [Custom Banner](#) one-time fee \$250
Customize MunicodeNEXT to match the look of your website.
- [MuniDocs](#)¹⁷ annually, upgraded self-loading capabilities \$350¹⁸
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

- MyMunicode annually. \$1,295¹⁹
Includes [MunicodeNEXT](#) (Online Code), [OrdBank](#), [CodeBank](#), [CodeBank Compare + eNotify](#), [MuniPRO](#), and [Custom Banner](#)

¹⁶ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁷ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

¹⁸ Includes 25 GB storage. Quote for additional storage available upon request.

¹⁹ Total value if each item were to be purchased a la carte would be approximately \$1,695 per year with participation in our OrdBank service.

OPTION 2: SELF-PUBLISHING SOFTWARE QUOTATION SHEET

SOFTWARE LICENSE, Code of Ordinances, annually

\$4,000²⁰

The creation of the custom service/instance online enables users access to:

- ★ Automatic Ordinance/Resolution Drafting Tool
- ★ Automatic Code Updates
- ★ Legislative History Tool
- ★ PDF Ordinance/Resolution Storage²¹
- ★ Automatic PDF Generation for backup/printing
- ★ Online Training and Customer Service
- ★ Activation of any additional publication, as quoted below

DATABASE CONVERSION & SOFTWARE SETUP (Includes 3 hours training)

No charge²²

The conversion of an existing code/document to the online Self-Publishing platform empowers users to have a current code and focus on present/future changes. Includes up to 1,500 pages of Code material, additional pages will be converted at 50¢ per page. If Code material is less than 1,500 pages, the remaining page count balance may be applied toward the conversion of any additional publication *during the first 3 months of the Agreement term*. All converted material will be posted to a customer's platform within 4 to 6 weeks from our receipt of the applicable material, provided the material is in an editable electronic format.

CODE UPDATE SERVICES, per ordinance/resolution page

\$18

During the initial Code conversion, additional material such as ordinances, resolutions, or policies can be added into any coded publication upon request.

SOFTWARE LICENSE, Additional publications, each, annually

\$295²³

- ★ Minutes (Council Minutes, Planning Commission Minutes, etc.)
- ★ Policies & Procedures (Employee Handbooks, Manuals, etc.)
- ★ Resolutions
- ★ Public Works, Cemetery, Sewer & Water, etc.
- ★ Construction Standards, Design Standards, etc.
- ★ Plans, (General Plan, Comprehensive Plan, etc.)
- ★ Charters, Museums, Airports, etc.

ADDITIONAL SERVICES AVAILABLE

- ★ Conversion, per additional publication (if added after the first 3 months) \$1,000
- ★ Code Update Services, *after* initial Code conversion, per hour \$150²⁴
- ★ Consultation Services, per hour \$100²⁵
- ★ Additional Training, per hour \$150
- ★ Onsite Training

Quote available upon request

²⁰ Includes 5 user licenses. Quotes for additional user licenses available upon request. Invoiced annually upon anniversary date of initial online publication. Following the initial Agreement term, costs may increase by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.

²¹ Data limitations may apply.

²² Provided Municode can rely upon the version of the Code furnished and it is in an editable, electronic format. Conversion fee, annual licensing fee and any additional applicable fees are payable upon completion of data conversion to Municode's database. All material for conversion to Municode's database must be received within 30 days of receipt of signed Agreement. Complex or form-based graphics may be subject to an additional cost – we will contact you in advance should this occur.

²³ Invoiced upon date of initial online additional publication, and annually thereafter upon anniversary date of initial additional publication.

²⁴ Excludes legal services, Should legal services be desired, please contact us for a price quote.

²⁵ Excludes legal services. Can include codification training, amendments to signature setup, graphic design/digital imaging services, meeting attendance or special projects. Should legal services be desired, please contact us for a price quote.

SIGNATURE PAGE

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the City of Sheboygan, Wisconsin.

Decision required at time of contract execution. Please select only one:

Code Update and Online Publishing Service

OPTION 1: Municode as Total Code Administrator

OPTION 2: Municode Self-Publishing Software

If choosing Municode's Self-Publishing Software option to publish and maintain for the recodified Code, a separate Software as a Service (SAAS) Agreement will also be provided for your signature. This proposal will serve as **EXHIBIT A** to any resulting Self-Publishing Software Agreement.

Term of Agreement. This Agreement for recodification services shall begin upon execution of this Agreement and end three years thereafter. If choosing Municode as a Total Code Administrator, the supplement and online Code hosting services shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: SW

Title: Steffanie Rasmussen, Vice President of Client Services

Date: December 1, 2020

Accepted by:

CITY OF SHEBOYGAN, WISCONSIN

By: [Signature]

Title: City Attorney

Date: 8 December, 2020

COMPANY PROFILE

History, Mission, and Team

With over 69 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.

Municode partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; our clients can establish a long-term partnership with our experienced and stable workforce.



Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. We have regional offices located in Rancho Mirage, California; Loveland, Colorado; Sarasota, Florida; Boise and Rexburg, Idaho; Carmel and Kewanna, Indiana; Stillwater, Minnesota; Charlottesville, Virginia; Hudson, New Hampshire; Asheville and Raleigh, North Carolina; Kaysville and Providence, Utah; Lake Oswego, Oregon; Fort Worth, Dallas and Edinburg, Texas.

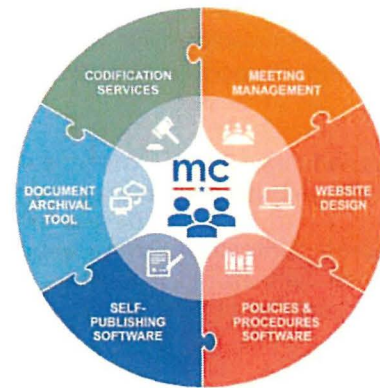
Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.



The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



SCOPE OF SERVICES RECODIFICATION SERVICES (WITH OPTIONS 1 & 2)

Phase 1 - Legal Review & Conference

During the Legal Review process, the attorney assigned to your project will examine every title, chapter, section and line of the Code to ensure that it is free from conflicts and inconsistencies and conforms to the laws of the State of Wisconsin. Your Municode attorney will be available to consult with you and your staff at any time during the Legal Review process, which is outlined below.

Ordinances. All legislation of a general and permanent nature, passed in final form by you as of the cutoff date established by you and your Municode attorney, will be included in the analysis. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the review unless otherwise instructed by you.

Attorney Analysis and Review of Material. Our legal team will review the Code to ensure conformity with state statutes and to identify any areas of possible legal concern. New legislation included in the analysis will be compared to Code content in order to determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the established cut-off date for the Legal Review, or items not contemplated within the scope of service, may be included later at an agreed upon page rate.

References. We will provide State Law References within the Code. Editorial notes will be provided as appropriate. Internal references within the Code will be hyperlinked in the online version.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the Legal Review process simple and smooth for you.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal analysis will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Phase 2 - Implementation & Republication

Implementation of Approved Recommendations. Recommendations from the legal review, as approved by you and your staff, will be incorporated into your code by aggregating all changes and republishing the code. Upon completion of the republication, we recommend you readopt the entire code. We will provide you with an adopting ordinance.

- ★ **Incorporate Legal Review Findings.** All approved recommendations will be implemented into your code as outlined in the Legal Memorandum.
- ★ **Incorporate Ordinances.** The ordinances that you have enacted subsequent to the latest ordinance included in the existing code will be incorporated as shown on the price quotation sheet. The amended or repealed provisions will be removed and the new provisions inserted.

Republication

We will work with you to confirm the desired formatting and style of the Code. We will update the preliminary pages, create an Index (if elected) and Table of Contents; add any uncodified newly adopted legislation at the per page supplement rate quoted; update history notes; provide a comparative table of ordinances and integrate all applicable photographs, maps, diagrams, charts and tables into the Code. Proofs will then be provided for your review. Following the approval of the proofs, the Code will be shipped and posted online in fully robust HTML format.

We will handle 100% of the publishing of your Code. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. When we republish

your Code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the recomposition, the Code is reprinted, and supplement number designations start over with Supplement No. 1.

The anticipated time frame for the conversion and republication project is **3 to 4 months**, excepting any delays in our receipt of materials or your return of proofs. Within 2 weeks of shipping the new Code, it will be published online in fully robust HTML format via MunicodeNEXT. The current Code can be posted online in PDF format during the conversion and republication phase, if desired.

The process includes:

- ★ Conversion to our codification database;
- ★ Inclusion of adopted legislation can be added at the per page supplement rate quoted;
- ★ Removal and replacement of supplement numbers;
- ★ Updating of preliminary pages (title page, officials' page, and preface);
- ★ New page numbers;
- ★ Editing & proofreading;
- ★ 10-point Times New Roman font, single column format, unless otherwise instructed;
- ★ Incorporation of maps, diagrams, charts and tables;
- ★ Preparation of Table of Contents and updating or creation of an Index (if elected);
- ★ Proofs provided for your review;
- ★ Posting your newly republished Code on MunicodeNEXT;
- ★ Providing printed copies and any electronic versions specified in the format of your choice (WORD, PDF, FOLIO), as elected on the quotation sheet.

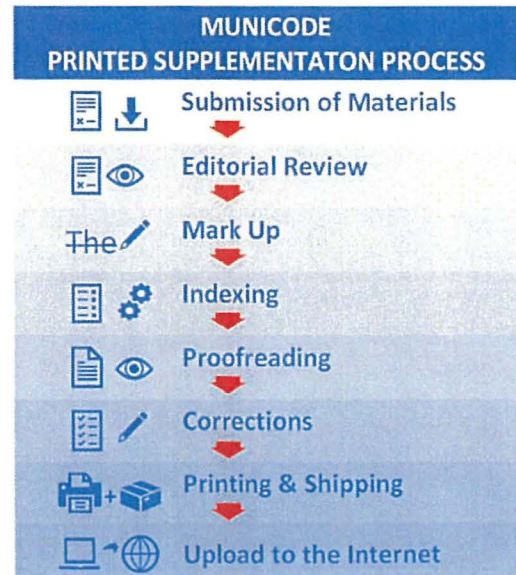
OPTION 1: SUPPLEMENT & ONLINE HOSTING SERVICES

Municode as Total Code Administrator – Supplement Services

Our supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. All you need to do is to email us your newly enacted legislation, and we do the rest. Printed and/or electronic Supplements can be provided on the schedule of your choice, and in print, Word, PDF and/or Folio formats. **A recent analysis of our printed supplement Services indicated an editorial error rate of less than .1%**, which is made possible by our attention to detail and strict quality control checks.

We pride ourselves on a turnaround time of **30 to 35 days for printed supplements** and can provide "always up to date" **electronic update services within 10 to 15 days** at the same per page rate as printed supplements. With printed supplementation, the online code is updated within **3 days** after shipping the supplement at no additional cost. We can provide copies of supplements (or the entire code) in either print or electronic format within 3 days of your request (unless a supplement is currently in process), not including any shipment time needed for printed copies. The printed supplement process is outlined below:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service (advance legislation service) is selected, the legislation will be posted online within 48 hours in PDF format as "Adopted Legislation not yet Codified".
2. Editorial Review – Our editorial team will review all material submitted to determine whether the material should be included in your code; where it should be placed; whether it conflicts with existing code format; what material should be removed; whether history notes should be added; what tables will be updated and whether the Table of Contents in the front or at the Chapter/Title level should be amended. If any significant issues are noted, we will contact you for clarification. No substantive changes to your legislation will be made, however minor typographical errors will be corrected as needed. Any questions or inconsistencies will be brought to your attention.
3. Indexing –Our indexing team will index and cross-reference new material in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that it is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again, line by line to ensure that the improvements made were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – Your online code will be updated within 1 to 2 days of shipping or uploading the supplement. You will be notified via email that the website has been updated. If our CodeBank Compare + eNotify service is selected, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, insert divider tabs and ship your supplement to you quarterly unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet:* With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.



Municode as Total Code Administrator – Online Code Hosting via MunicodeNEXT

Our Code hosting platform, MunicodeNEXT, includes both standard and premium features, as described in **Attachment A**. These features provide a wide variety of additional capabilities for the research and navigation of your Code, as well as for preserving its history. Regardless of the option you choose, your Code can be published online via MunicodeNEXT. However, MunicodeNEXT online features are only available with Municode as Total Code Administrator, as they require that the Code be posted in compatible HTML format following conversion and republication.

With our MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge. We encourage you to visit our online library of over 3,600 Codes hosted on MunicodeNEXT: <https://library.municode.com/>.

ADA compliance is multi-faceted. All HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant and will scale to the viewport of any modern smartphone or tablet running iOS, Android, or Windows Phone 7 or higher. Web application accessibility techniques continue to involve and improve as technology advances. Municode is committed to making accessibility an important part of ongoing product updates. Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a restful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later.

We house our public facing website in a secure, SAS70, PCI compliant data center owned and operated by Flexential in Atlanta, Georgia. All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy. We actively monitor the status of our hosting facility. We utilize Veeam Backup & Recovery to take daily snapshots of all servers in both of our data centers. Snapshots are performed from 8 pm EST to 5 am EST, are replicated between sites and are routinely tested. Biometric authentication is required to enter the data center facility, and anyone entering the premises must be either active customers or authorized vendors with badge and PIN access. Each rack is locked with a combination lock to prevent unauthorized entry or access. The facility is monitored by camera 24/7 to further provide physical security.

We secure our systems using enterprise grade security products. We employ firewalls from Palo Alto networks to secure the perimeter and endpoint security from Carbon Black to provide anti-virus scanning and threat detection on all servers, desktops, laptops, virtual machines and mobile devices. Carbon Black actively scans all file access on all endpoints of our network and quarantines any suspected malware, immediately sending notification to our systems administration staff. We use Nimble and 3Par SANs for all our storage needs. Each SAN member is fully redundant – redundant power supplies, controllers, NICs, etc. The drives on each array are configured as either RAID 5, RAID 50, or RAID 60 arrays.

Our powerful search engine allows users to enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. Our application also conforms to Level AA of the Web Content Accessibility Guidelines 2.1.

MunicodeNEXT Premium Feature Summary

- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders.
- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A "modified," "removed" or "added" badge is shown within the online table of contents to alert users of recently amended sections of your code.
- ★ **OrdLink** will create highlights within your online code to help users identify what ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniDocs** will enable you to send us your Minutes, Agendas, Policies, Procedures, etc. and have us upload the material right alongside your code for quick and easy access.
- ★ **MuniPRO** allows you to search over 3,600 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

OPTION 2: SELF-PUBLISHING SOFTWARE SERVICES

Self-Publishing Software Services

Our Self-Publishing Software was created specifically for municipalities who prefer to publish and maintain their Code (and other selected publications) online and "in-house", using your staff in lieu of Municode's team of Legal Editors and Legal Proofreaders to edit and update the Code.

Our Self-Publishing Software service puts the maintenance of the Code directly into our client's hands and is equipped with all of the tools and technology needed to ensure the successful self-maintenance of your Code and other publications.

We Convert Your Code, You Publish

The self-publishing process begins with converting your newly adopted Code of Ordinances into Municode's Self-Publishing software platform. If desired, our experienced editorial staff is available to provide assistance in updating the online Code at any future point in time, as indicated on the **Price Quotation Sheet**. While some municipalities may prefer the complete independence our online framework offers, we are always available to assist upon request.

After your Code is converted to the Municode software platform, we will provide the necessary training to enable authorized users to update the online Code of Ordinances. This process occurs through our proprietary code-to-document proposal method (which generates automatic digital ordinances/resolutions), or by converting a passed document into the online platform.

Your Changes = Instant Ordinances

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators. All proposals made to the Code are automatically numbered and redlined, enabling your Council to clearly see what material has changed, and how those changes will impact your code. Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current.

Sign, Seal & Update by Email Approval

After the automatically-generated document is passed by your Council, an email is generated to request the approval and authorization of your presiding Officer(s) and Attester(s). Upon their authorization, your online code can be instantly updated, and the documents may also be digitally signed and sealed.

In addition to self-publishing your Code of Ordinances, other books or publications can be published and updated within our Self-Publishing platform, such as Minutes, Policies & Procedures, Fee Schedules and more.

SELF-PUBLISHING SOFTWARE FEATURES



Complete Edit, Legislative History

Transparency is your and our primary objective. All changes made to your code within the system are fully and automatically documented and recoverable. The Self-Publishing Software service automatically records your legislative history for your citizens to see the evolution of your code supported by the actual ordinances which adopted, amended, or repealed your section of the code.



Ordinance Design & Review

While some cities and towns may prefer the complete independence our online framework offers, other communities may request assistance from our full-service codification staff. Our experienced staff is available to provide your community with codification services which can include: ordinance review, design, and support. Whether you need assistance using the software tools, or in reviewing or designing ordinances, we have a dedicated staff available to help with all your codification needs.



Email Notification of Updates

How often do staff or citizens ask you the last time the code was updated? Give everyone the ability to sign up for email notifications! Users will receive an email containing a link which directs them to what has changed.



Ordinance/Resolution Drafting Tool

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators.



Ordinance / Resolution Creator with Digital Signature & Seal

Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current + updated!



Search & Browse Features

- ★ Cross-reference linking
- ★ Citations in context of legislation
- ★ Shareable link to any title, chapter, article, division, or section
- ★ Search by keyword, and within specific areas of the code



PDF Ordinance/Resolution Storage

Tired of searching for original ordinances? Our Self-Publishing Software allows you to store, search. Data limitations may apply.



Desktop, Mobile Friendly

All of our tools use widely accepted web standards and are cross-browser compliant. Your codes are instantly available online as well as on any mobile device the second you choose to make them available. We support all modern mobile browsers and make our best effort to comply with WCAG 2.1 Level AA checkpoints for accessibility.



Branding, Theming

Each municipality can choose the colors, logos, and fonts that represent their unique identity. No more one-size-fits-all that other codifiers force you into. We will also support your custom domain for the location of your code. We also include an array of analytics that will show you how your citizens use your books including commonly accessed resources.



Host Additional Searchable Publications

Some cities and towns use our Self-Publishing Software to provide additional resources to the public. The software platform is designed to publish online any regulation or policy that your community implements. Whether it's your municipal code, personnel policies and procedures, public work standards and technical specification, compilation of resolutions or executive orders, minutes, or other regulations; each of these books can be published through our online framework.



Online Training and Customer Service

Municode provides support and training to clients to ensure familiarity with all aspects of the software. Municipal staff who receive our custom training and self-publish develop themselves professionally and become favored by municipal governments throughout the country.



Prudent, Cost Effective

Update as little as or much as you need. With SPS, there are no limitations or additional expenses. Most municipalities can save up to 70% with Self-Publishing Software! Our annual rates are fixed, not variable. This means your codification expense won't exceed the budget.



Reliable, Cloud Based

Using one of the biggest cloud-based infrastructures in the world, we can pass on our uptime guarantee of 99.9%! All customers can easily upload all supporting documentation and images such the original legislation, ordinances, resolutions, zoning maps, documents, etc.



Print-friendly

Download online code as PDF File, enabling print or backup

ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

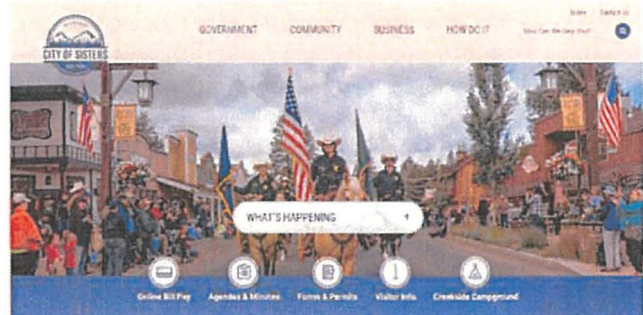
Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.

[Request MunicodeWEB Demo/Proposal](#)



Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!

Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our "single click publishing" will provide you with automatic agenda and packet creations.

[Request MunicodeMEETINGS Demo/Proposal \(see pricing pages 5 & 6\)](#)



Payment Solutions - Point and Pay

Our preferred payment solutions partner, Point & Pay (<https://www.pointandpay.com/>) makes paying bills easier! Everything they do is backed by their best-in-class user interfaces, insightful features and high-quality service and support. Point and Pay can assist in processing City/County taxes, utility bills, permits & licensing, and more. With a focus on mobile interfaces, they enable your customers to conveniently pay bills whenever and wherever they want!

[Request Point and Pay Demo/Proposal](#)

MCCi Services:

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.



Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you are able to login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.



[Request MCCi Demo/Proposal](#)

Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, enCodePlus assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, enCodePlus has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how enCodePlus can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <http://www.encodeplus.com/>



[Request enCodePlus™ Demo/Proposal](#)

MunicodeNEXT Standard & Premium Features

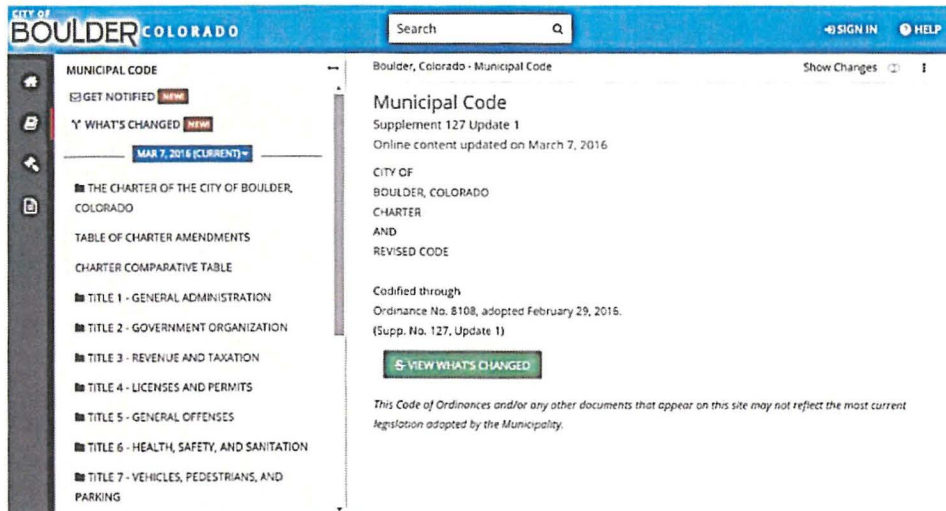
(not available with Self-Publishing Software)



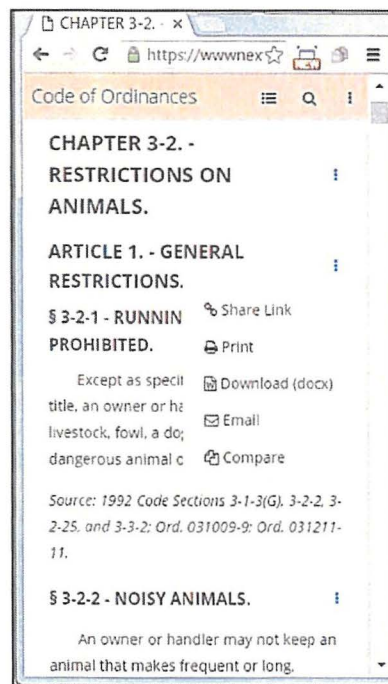
GovTech Top 100 Innovators in
2016, 2017 & 2018

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



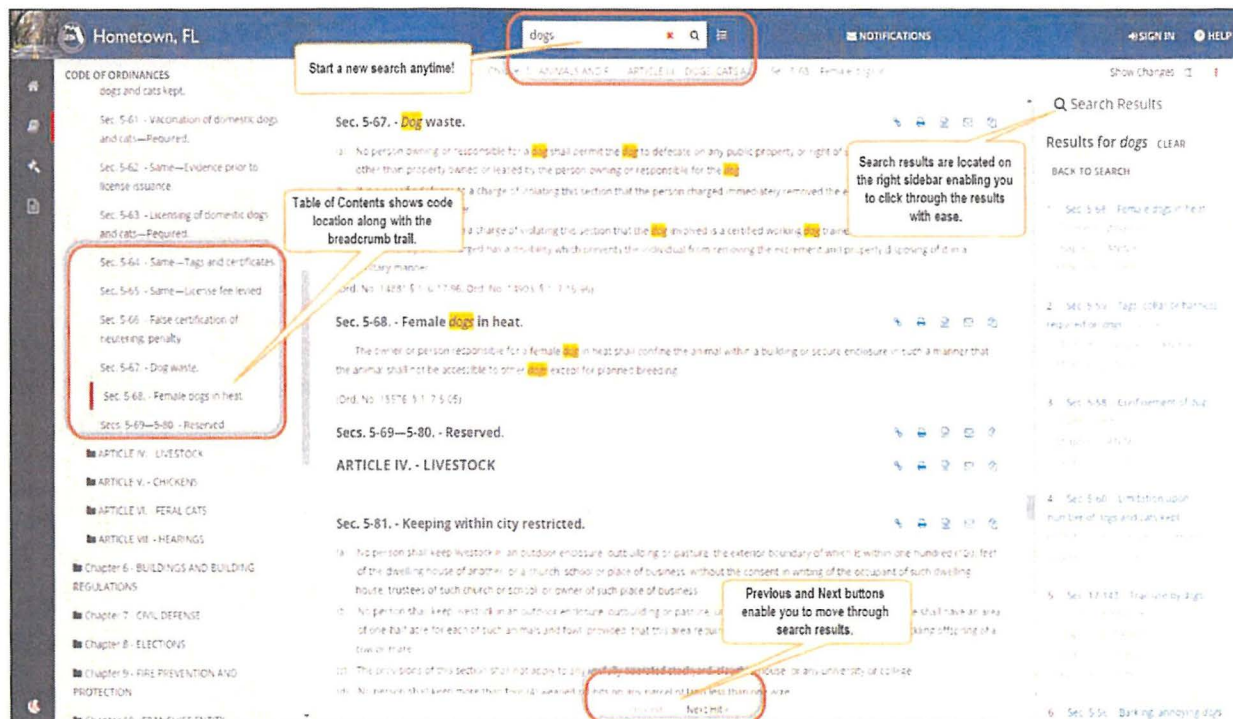
Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Standard Features of MunicodeNEXT

Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

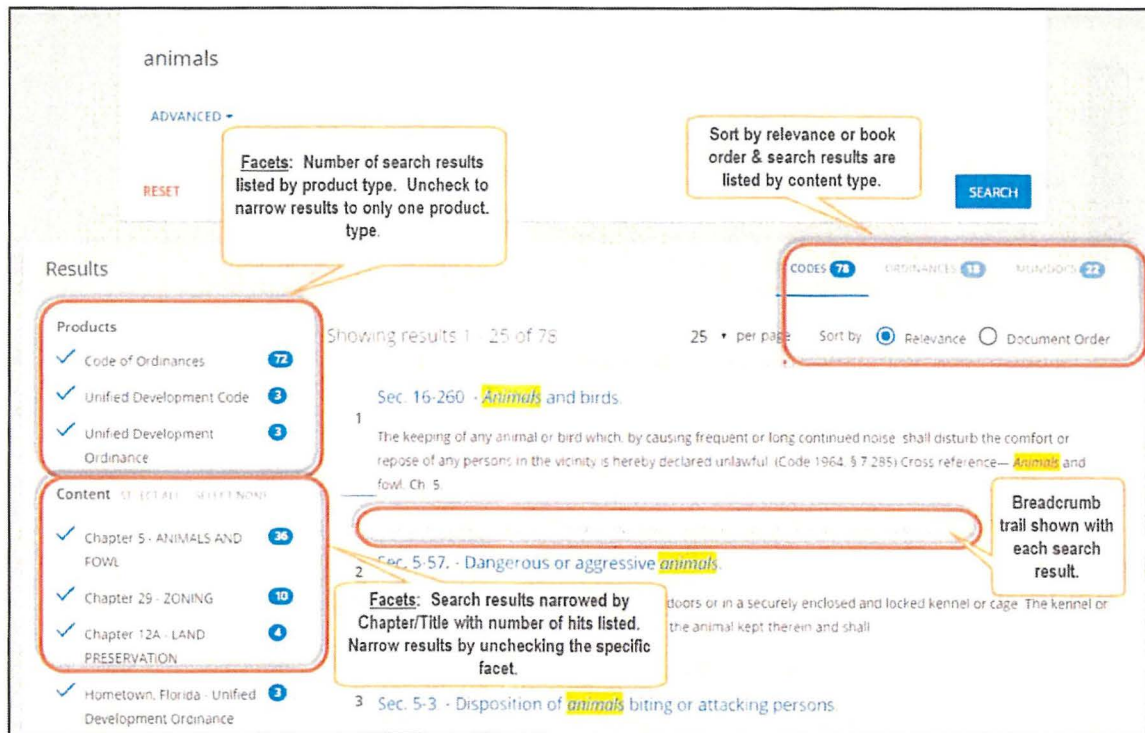
Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

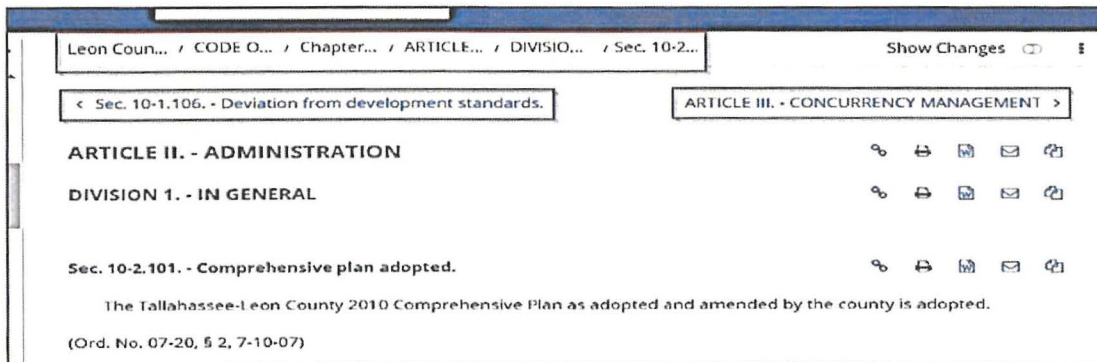
- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser’s bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.

Standard Features of MunicodeNEXT



Search enhancements provided with our latest website upgrade include (see screenshot above):

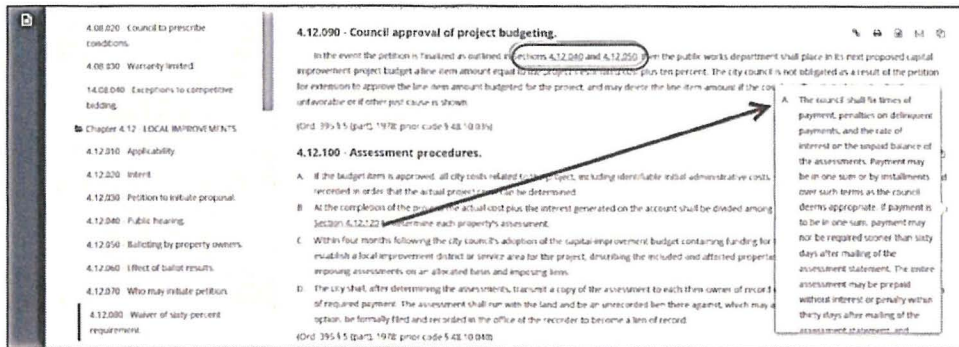
Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Standard Features of MunicodeNEXT

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.1.

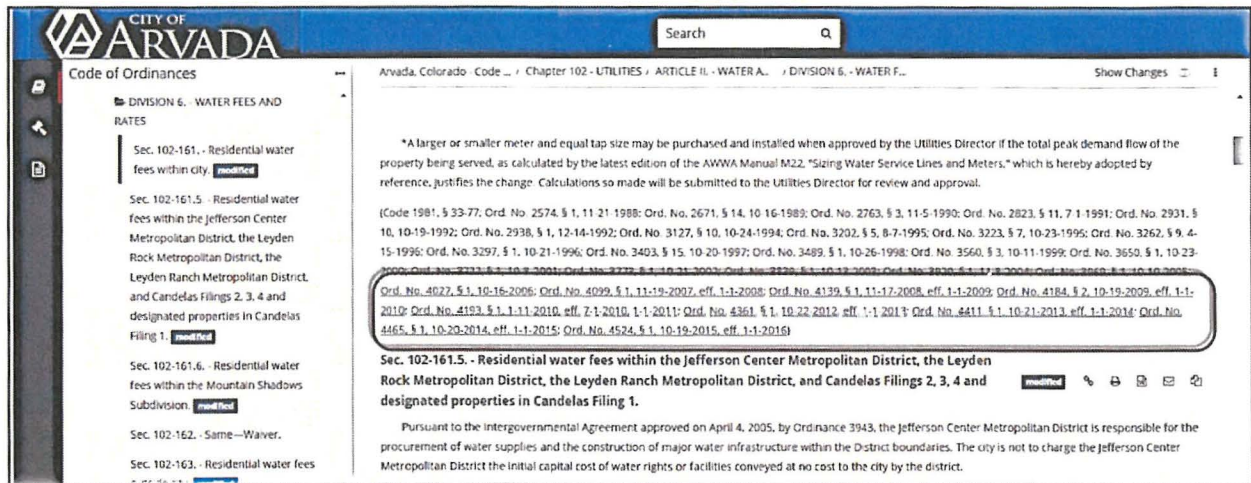
Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

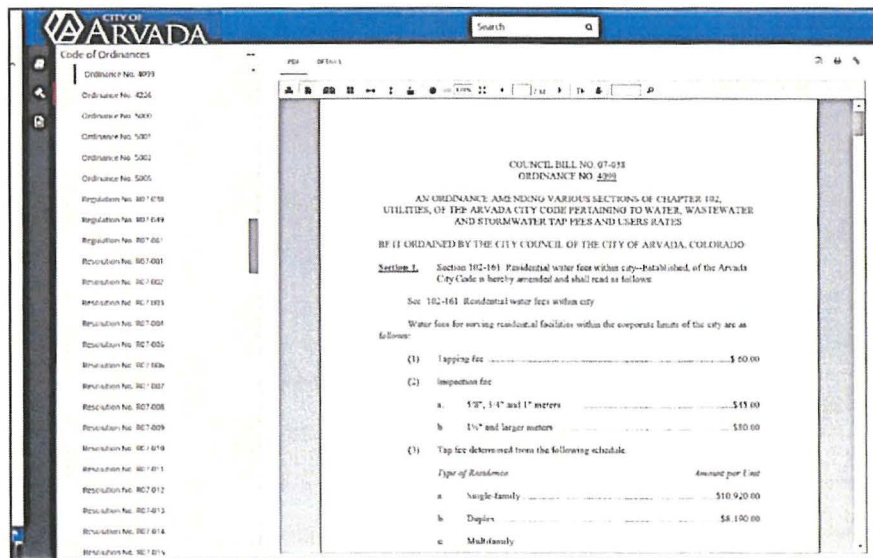
Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

Hyperlinked ordinance in text)

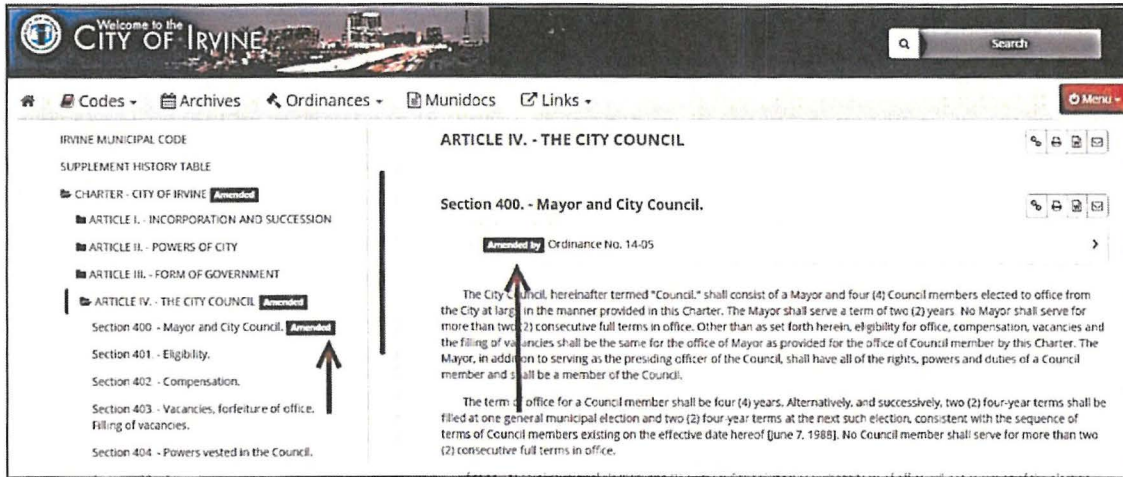


(One-Click access to the original ordinance in the OrdBank Repository)



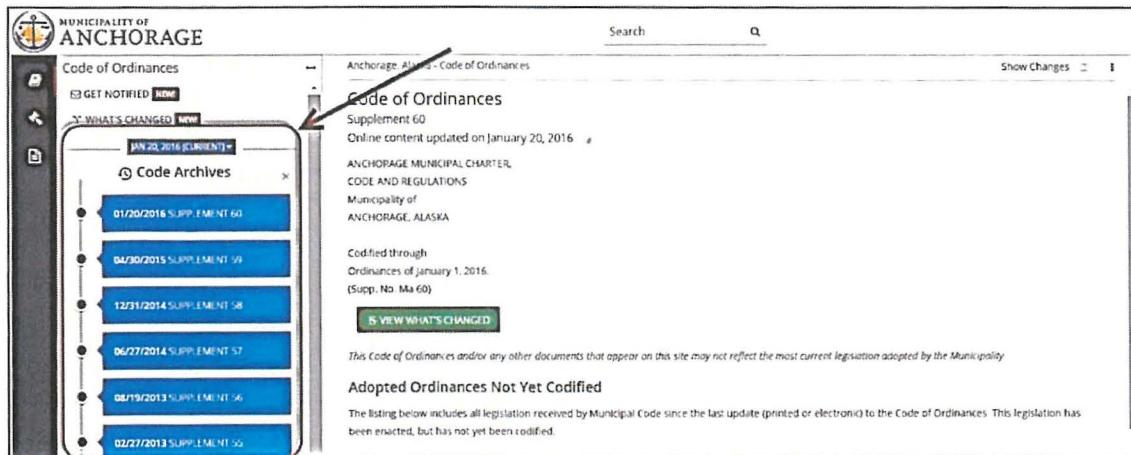
Premium Features of MunicodeNEXT

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

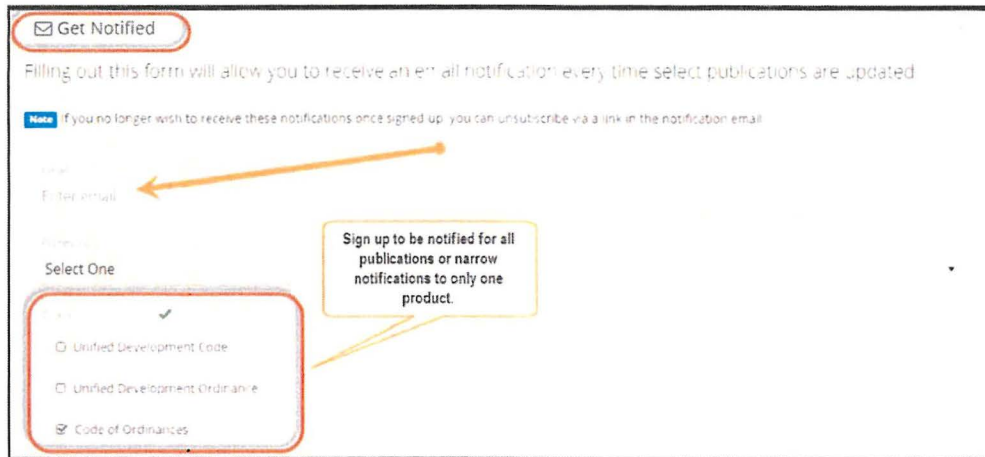
(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update. **eNotify.** Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated.

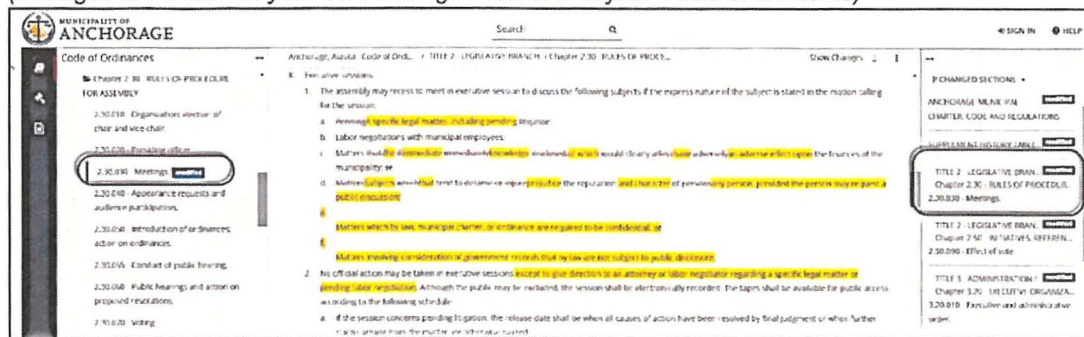
Premium Features of MunicodeNEXT

This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

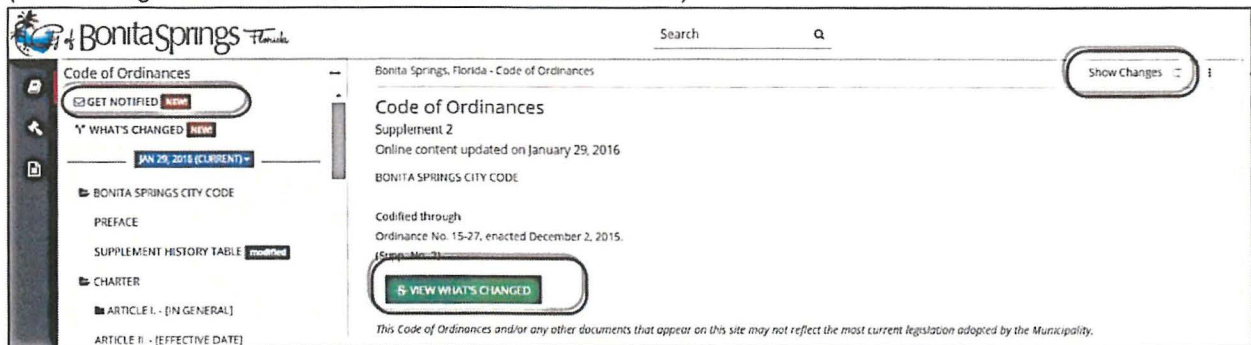


Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)



(Show changes button and a custom banner are shown below)



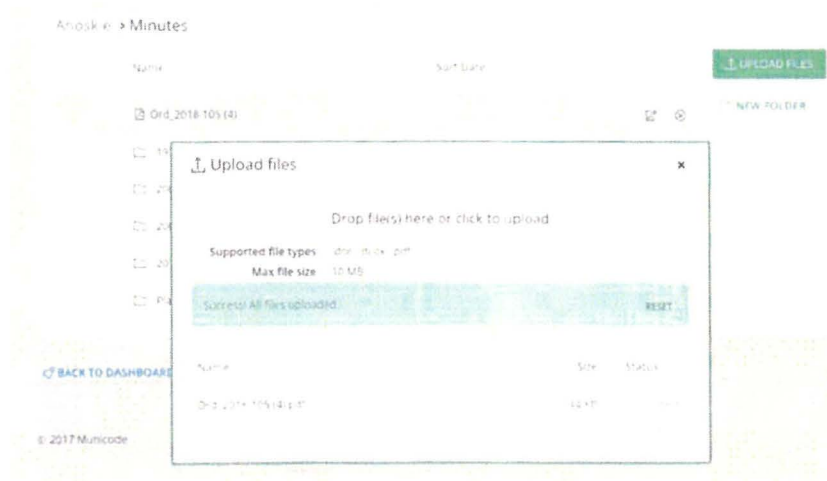
Premium Features of MunicodeNEXT

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

Name

- Minutes
- Agendas
- Budgets
- Resolutions
- Applications
- Forms
- Policies
- Manuals
- Misc. Documents

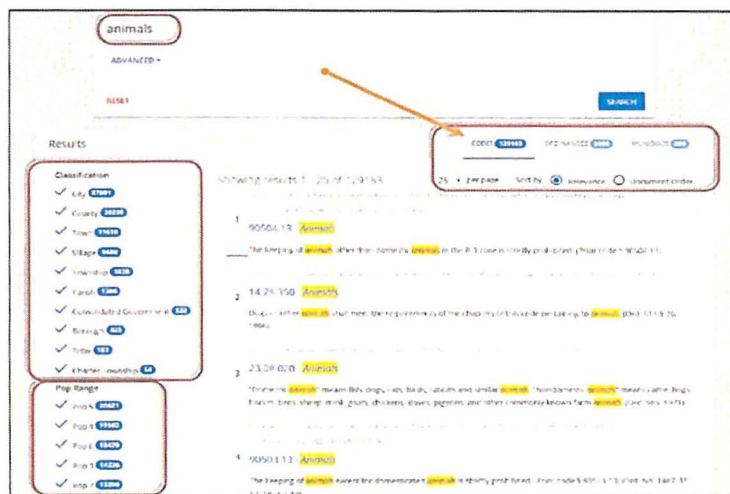
Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

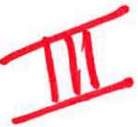


Premium Features of MunicodeNEXT

MuniPRO. MuniPRO Searching allows you to search the over 3,600 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.





Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
December 7, 2020.

A RESOLUTION authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2019-2020 Program Year to accept \$229,479.30 in CDBG-CV2 funding from the State of Wisconsin.

WHEREAS, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by the United States Congress and signed into law by the President on March 27, 2020, the State of Wisconsin received an allocation for entitlement communities; and

WHEREAS, in compliance with 24 CFR § 91.105, the City of Sheboygan Citizen Participation Plan requires a 30-day public comment period as it relates to the Substantial Amendment process; and

WHEREAS, The CARES Act permits HUD to waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the CDBG-CV2 funds, with certain exceptions, upon a finding by the Secretary that any such waivers or alternative requirements are necessary to expedite or facilitate the use of such amounts to prevent, prepare for, and respond to coronavirus; and

WHEREAS, pursuant to its April 9, 2020 guidance related to CDBG-CV funds, HUD has authorized certain grantees, including local municipalities, to limit the public comment period for the Substantial Amendment process related to CDBG-CV funds to five days; and

WHEREAS, city staff worked with United Way to release a survey to non-profits in the City of Sheboygan to determine their needs and identified four organizations that meet national objectives and are current or past sub-grantees of the city and pre-approved by the State of Wisconsin; and

WHEREAS, the Common Council believes it is in the best interest of the City to provide CDBG-CV2 funding to the following organizations:

Habitat for Humanity	Single Family Residential Rehab	\$60,000
Lakeshore Community Health Center	Health Services	\$60,000
Salvation Army	Operating Costs of Homeless	\$50,000
Mental Health America	Mental Health Services	\$54,979
Program Administration		\$ 4,500

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of a Substantial Amendment for final approval to HUD to amend the 2019 program year to allocate the funding as provided above and request reimbursement from the State of the Wisconsin in the amount of \$229,479.

BE IT FURTHER RESOLVED: That authorization is contingent upon staff holding a 5-day public comment hearing on the proposed use of the funds.

Suspend
Adopt

BE IT FURTHER RESOLVED: That the appropriate staff are authorized to create, sign, and execute such documents necessary for final submittal.

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 Sorenson and Dekker.
December 7, 2020.

A RESOLUTION authorizing the City Attorney to execute a License Agreement with Cycom Data Systems, Inc. for CityLaw Legal Case Management System Software.

WHEREAS, the City Attorney's Office does not currently have legal case management system software; and

WHEREAS, funds were included in the City Attorney's Office budget in 2020 to purchase legal case management system software; and

WHEREAS, in 2019 and 2020 the City Attorney's Office investigated numerous providers of legal case management system software; and

WHEREAS, the City Attorney's Office identified CityLaw as the best option for its needs; and

WHEREAS, the City Attorney's Office consulted with the City's IT Department, which expressed a strong preference that the City Attorney's Office use the version of CityLaw that was hosted by Cycom Data Systems, Inc. ("Cycom"), rather than the version of CityLaw hosted by the City; and

WHEREAS, while the City began negotiating a License Agreement with Cycom in early September for a hosted version of CityLaw, the License Agreement has only recently been finalized; and

WHEREAS, a copy of the finalized License Agreement is attached to this Resolution; and

WHEREAS, in order to make the initial payment under the License Agreement with the funds budgeted in 2020, it is appropriate to suspend the rules and pass this Resolution without referral to a committee of the Council.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is authorized to execute the License Agreement with Cycom, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 10119100-521900 (Contracted Services) in payment of the fees due under the License Agreement for the use of CityLaw.

BE IT FURTHER RESOLVED: That the City Attorney may, subject to the availability of funds, extend the term of the License Agreement on the

Suspend.
Adopt.

same or substantially similar terms, if the City Attorney believes doing so is in the best interest of the City.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement" or "Contract",) is entered into as of _____ by and between the City of Sheboygan, WI, a municipal corporation (hereinafter referred to as the "Municipality") and CYCOM DATA SYSTEMS, INC., a California corporation (hereinafter referred to as "Cycom").

I. DEFINITIONS

A. Agreement

The Agreement consists of the following terms and conditions as well as any exhibits or attachments incorporated into this Agreement. The prices quoted in Cycom's proposal (Attachment 2, attached hereto) are agreed to by the parties, and remain firm.

B. Product

The term "Product" as used herein means the proprietary software programs and modules as outlined in Attachment 1; all related material; documentation and information (including manuals and education materials) received by the Municipality from Cycom, including software maintenance releases, updates, and improvements.

C. License Fee

The term "License Fee" as used herein means the amounts shown in Attachment 2. The License Fee shall include all initial installation, custom installation, cloud service charges, and training for the Product prior to Acceptance of the Product. Receipt of software maintenance releases, updates and improvements shall be subject to payment of the License Fee.

D. Acceptance of Product

The term "Acceptance of the Product" as used herein means the process of approval of the installation and performance of the Product by the Municipality. The Acceptance of the Product shall be carried out in accordance with Section IV.

E. Maintenance and Support Fee

The term "Maintenance and Support Fee" as used herein refers to the fee payable according to Attachment 2. The Maintenance and Support Fee shall provide for updates of the Product as well as maintenance and support as described herein.

II. LICENSE

This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, agents, and employees. Neither the preceding sentence nor any other provision of this Agreement, expressed or implied, is intended to confer upon any other person other than the parties hereto or their respective successors, agents, and employees any rights, remedies, obligations or liabilities under or by reason of this agreement, as long as the License Agreement is in effect and all payments are current. Municipality shall not have the authority to assign or otherwise transfer any or all of its rights and or interest under this agreement without Cycom's prior written consent. The person who receives such transfer must agree to sign a new License Agreement, and shall be bound and comply by the terms and conditions of such new License Agreement.

A. Grant of License

Cycom hereby grants to the Municipality, and the Municipality accepts from Cycom, a nonexclusive, nontransferable, perpetual license to use the Product, subject to the terms and conditions of this Agreement. The Municipality acknowledges and agrees that the Product is proprietary information and a trade secret of Cycom and that this Agreement grants the Municipality no title to or rights of ownership in the Product.

B. Restrictions on Use

The Municipality is authorized to use the Product only for the Municipality's internal purposes. The Municipality agrees that it will use the Product only for the purposes for which it was intended and agrees that the Product will only be used by Municipality's authorized agents and employees. Remote telecommunications access by Municipality-authorized agents and employees are permitted.

III. TERM

A. Commencement on Delivery

The license granted under this Agreement shall commence upon the delivery of the Product to the Municipality and shall continue in perpetuity unless sooner terminated in accordance with the provisions of this Agreement.

B. Payment of Maintenance and Support Fee

The initial term for maintenance shall begin upon the date of acceptance of the Product. The Software Maintenance and Support fee is paid according to the Payment Schedule defined in Attachment 2.

C. Lapse and Renewal

In the event the Municipality fails to pay the Software Maintenance and Support fee as provided in this Agreement, Cycom shall have no further obligation to provide any further services to the Municipality. The Municipality may renew maintenance and support services by paying all accrued and unpaid software maintenance and support fees.

IV. ACCEPTANCE OF THE PRODUCT

The Municipality shall have thirty (30) days from completion of installation of the software products as referenced in Attachment 1 to test whether the software materially conforms to the operational, functional and performance specifications necessary for the Municipality to manage its caseload. Failure of the Municipality to notify Cycom in writing in the manner for notices called for in this Agreement within the above acceptance testing period that the Product, or any one Module fails to materially conform to the specified performance standards shall be deemed to constitute "Acceptance" of the Product.

V. MAINTENANCE AND SUPPORT

A. Maintenance and Support

Subject to the terms, conditions and charges as set forth in this section, Cycom will provide the Municipality with maintenance and support services for the Product as follows:

1. Within a reasonable time, Cycom will provide such assistance as is necessary to cause the Product to perform in accordance with published specifications.
2. Within a reasonable time, Cycom will provide such improvements, enhancements, and other changes to the Product developed by Cycom suitable to the uses made of the Product by the Municipality and will make known to the Municipality any improvements as they are developed.
3. Within a reasonable time, Cycom will provide updates to the Product if and as required to cause it to operate under new releases of the operating system so long as such updates are technically feasible. Server-side maintenance of the Product, such as updates and upgrades, will be performed at no additional fee Monday through Friday between the hours of 7:00am and 4:00pm Central Time. Server-side maintenance of the Product outside of these hours can be scheduled with Cycom for an additional fee.
4. Cycom will provide customer support Monday through Friday between the hours of 7:00am to 7:00pm Central Time. This does not include server-side maintenance to the Product, such as updates and upgrades. Support service will provide call back times within two (2) hours from time of Municipality's customer support

request, and work on resolution will begin within four (4) hours from the time of call back and continue until problem resolution.

5. Cycom will be provided with remote access for support, which shall be used on an as-needed basis and with notification given to the Municipality before a remote support session is begun.

B. Renewal

1. Unless the City invokes the Non-Appropriation Clause in Section XIII(J), the Municipality shall pay Cycom the Software Maintenance and Support charges for the first year after Acceptance of the Product as provided in Section IV.

2. No later than sixty (60) days prior to the term expiration date, Cycom shall give the Municipality written notice of Cycom's Software Maintenance and Support charges for the next one-year term. Cycom's Software Maintenance and Support charges shall not increase by more than the lesser of: (1) 3% and (2) the change in the Consumer Price Index for All Urban Consumers that is applicable to Sheboygan, Wisconsin over the most recent 12 month period preceding the date when Cycom provides written notice of its Software Maintenance and Support charges. This notice may be given in the form of an invoice for Cycom's Software Maintenance and Support charges.

3. Except as otherwise provided by this Agreement, if the Municipality, for any reason whatsoever, chooses not to renew the Agreement for Software Maintenance and Support, it shall deliver a notice of non-renewal to Cycom at least ten (10) days prior to the term expiration date.

4. If Cycom, for any reason whatsoever, chooses not to renew the Agreement for annual Software Maintenance and Support, it shall deliver a notice of non-renewal to the Municipality one hundred eighty (180) days prior to the term expiration date. Cycom may not exercise this termination right, or give the required notice, any earlier than twenty-four (24) months following Acceptance of the Product as provided in Section IV.

C. Payments – Maintenance and Support

1. Except as provided by the Non-Appropriation Clause in Section XIII(J), Cycom's obligation to provide maintenance and support services and the Municipality's obligations to pay the Software Maintenance and Support charges shall continue for the term as set forth in Attachment 2. Not less than sixty (60) days prior to the term expiration date, Cycom shall give the Municipality written notice of Cycom's Software Maintenance and Support charges for the next year, which shall comply with Section V(B)(2). In order to renew such services for any period beyond the term set forth

in Attachment 2, the Municipality must execute a written document that satisfies the Municipality's internal procurement and contracting policies.

2. If the Municipality, for any reason whatsoever, chooses to terminate its Maintenance and Support services at the end of any billing period prior to the expiration of the term, it shall deliver a notice of non-renewal to Cycom at least ten (10) days prior to the end of the billing period.

3. If Cycom, for any reason whatsoever, chooses not to provide Software Maintenance and Support services after the expiration of the term, it shall deliver a notice of non-renewal to the Municipality not less than one hundred eighty (180) days prior to the term expiration date.

VI. LIMITATIONS ON CYCOM'S OBLIGATIONS

A. New or Different Programs

The Municipality understands and agrees that Cycom may develop and market new or different computer programs which may use part or all of the Product and which may perform all or part of the functions performed by the Product. Nothing contained in this Agreement shall give the Municipality any rights to such new or different computer programs.

B. Termination of Maintenance

Any failure by Cycom to provide ongoing maintenance and support shall constitute grounds for terminating this Agreement.

VII. WARRANTY

A. Warranty

Cycom warrants, for the term of this Agreement, that its Product—which was built from the ground up with the needs of local government law offices in mind—is fit for usage as a complete information management system (including case management, time management, contract management, claims processing, prosecution case management, document management, payment processing, and billing) by Municipality's City Attorney's Office.

VIII. TRADE SECRET, PATENT AND COPYRIGHT IDENTIFICATION

A. Indemnity

Cycom agrees to indemnify the Municipality and to hold the Municipality harmless from all damages awarded against the Municipality, and all reasonable expenses

and attorney fees incurred by the Municipality as the result of any claim of trade secret, patent or copyright infringement asserted against the Municipality by virtue of the Municipality's use of the Product as delivered by Cycom; provided, however, that Cycom shall be given prompt notice of any such claims. Cycom shall be afforded the right to be involved in the investigation, defense and settlement of each such claim and further provided that the Municipality shall cooperate with Cycom in connection with the foregoing.

B. Trade Secret

Should the Product as delivered, modified or otherwise altered by Cycom become, or, in Cycom's opinion, be likely to become, the subject of a claim of infringement of a trade secret, patent or copyright, Cycom may, at its option and expense either:

1. Procure for the Municipality the right to continue to use the Product as contemplated in this Agreement; or,
2. Replace or modify the Product and/or modify its use to make its use under this Agreement non-infringing.

If neither option is reasonably available to Cycom, then this Agreement shall be terminated at the option of either party without further obligation or liability except as provided in Section IX and Section XI. Cycom shall have no liability for any claim of trade secret, patent or copyright infringement based on the Municipality's use or combination of the Product with products or data not supplied by Cycom as part of the Product.

3. Cycom further agrees that it will, for the life of this agreement, maintain, protect and defend the registration of Cycom's Patent with the United States Patent and Trademark Office and the State of California. The Municipality agrees to provide any assistance which may be required to fulfill this obligation.

IX. LIMITATION OF LIABILITY

A. Modification of Product by the Municipality

Any intentional modification of the Product by the Municipality or any intentional failure by the Municipality to implement any improvements or updates to the Product as supplied by Cycom shall void Cycom's maintenance and support obligations under Section V, Cycom's warranty under Section VII, and Cycom's indemnity under Section VIII above, unless the Municipality has obtained prior written authorization from Cycom permitting such modification or failure to implement. Cycom shall not unreasonably withhold its authorization of such requests.

B. Limitations on Cycom's Liability

Except as provided in Sections VII and VIII above, Cycom shall not be liable for any indirect damages arising out of the Municipality's use of the Product or the marketing, delivery, installation, furnishing, maintaining or supporting by Cycom.

X. PAYMENT

Upon date of acceptance of the Product, Cycom will invoice the Municipality for the amounts due pursuant to Attachment 2. Subsequent charges will be invoiced at the beginning of the period to which they apply. Invoices shall be mailed as described in XIII.B of this Agreement.

A. Payment for the licensing, implementation, and installation of the Product shall be due upon the Municipality's acceptance of this agreement, as detailed in Attachment 2.

B. Payment for the Maintenance and Support services of the Product shall be as follows:

1. The Maintenance and Support charges as set forth in Attachment 2 shall be due and owing according to the Payment Schedule.
2. Cycom may increase the Maintenance and Support fee as set forth in Section V(B).

C. Late Payments

Payment shall be made within 30 days of receipt of an invoice. Interest shall accrue at a rate of 1.5% per month if the payment is not made within 30 days of receipt of the invoice.

If an invoice remains unpaid for 60 days after receipt of an invoice, Support and Maintenance services will be discontinued until the outstanding balance is paid in full.

The Municipality's obligation to pay all accrued charges shall survive the expiration or termination of this Agreement.

D. Bankruptcy, receivership, and assignment affecting payment

1. If a trustee or receiver is appointed to administer or conduct the Municipality's business, or if bankruptcy is filed, voluntary or involuntary, but payments continue current, no action or intervention will be taken by Cycom until final resolution or outcome is determined. If payments to Cycom cease, Cycom will have the right to terminate this agreement.

2. If Cycom makes any assignment for the benefit of any Cycom creditor or if a trustee or receiver is appointed to administer or conduct Cycom's business, or if bankruptcy is filed, voluntary or involuntary, this agreement will not be affected and all fees will continue as per the contract, unless a court of competent jurisdiction rules otherwise.

XI. CONFIDENTIALITY; NONDISCLOSURE

A. Confidentiality by Cycom

Cycom hereby agrees to exercise reasonable care, and at least the same degree of care as Cycom would exercise to safeguard its own confidential property, in safeguarding the confidentiality of the Municipality's data and information to which it may become privy in performance of this Agreement.

B. Public Records and Similar Requests

The parties understand that the Municipality is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law and all other laws applicable to municipalities in the State of Wisconsin. The Wisconsin Public Records Law limits the extent to which the Municipality may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law).

The Wisconsin Public Records Law prohibits the disclosure of trade secrets. The City recognizes that Cycom has asserted that the Product is a trade secret.

In the event the Municipality receives a public records request or a similar request—such as a subpoena—for the Product, the Municipality agrees to promptly email Cycom at bjones@cycominc.com. Cycom may provide guidance to Municipality as to whether, in its opinion, requested information constitutes a trade secret or is otherwise protected from disclosure. Any such guidance shall be provided to Municipality within three (3) business days of Municipality's email, time being of the essence, so that Municipality has time to comply with its obligations to respond to the public records request. If no guidance is provided to Municipality within three (3) business days of Municipality's email, Cycom shall be deemed to have waived any assertion that the information in question is a trade secret or is otherwise protected from disclosure.

Municipality agrees to consider any guidance provided by Cycom in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If the Municipality follows the guidance provided by Cycom, Cycom agrees to indemnify, defend, and hold the City harmless from any liability of any kind whatsoever that may result from the Municipality following the guidance provided by Cycom.

C. Confidentiality by Municipality

Except as provided by Section XI(B) and to the extent permitted by law the Municipality hereby agrees that:

1. The Product received by the Municipality from Cycom under this Agreement shall be, treated as the confidential property of Cycom;
2. The Municipality shall exercise at least the same degree of care to safeguard the confidentiality of the Product as the Municipality would exercise to safeguard the Municipality's confidential property;
3. Neither the Product, nor any part thereof, received by the Municipality from Cycom under this Agreement shall be duplicated (except for normal security backup purposes) or in any way disclosed to others, in whole or in part, without the prior permission of Cycom. Such prohibition on disclosure and duplication shall not apply to disclosures and duplication by the Municipality to its employees and agents, provided such disclosures and duplications are reasonably necessary to the Municipality's use of the Product; and provided, further, that the Municipality shall take all reasonable steps to ensure that the Product is not duplicated or disclosed by such employees and agents in contravention of this Agreement.
4. The Municipality acknowledges the exclusive right, title and interest of Cycom in and to the Product and Municipality will not at any time do or cause to be done anything contesting or in any way impairing or tending to impair any part of Cycom's right, title, and interest. In connection with the use of the Product, Municipality may not in any manner represent that it has an ownership interest in or to Cycom's Product. Other than those rights contained in this agreement, Municipality acknowledges that its use of the Product will not create in its favor any additional right, title or interest in or to the Product.

C. Survival

It is expressly understood and agreed that the obligation of this Section shall survive the expiration or termination of this Agreement or any provision hereof.

XII. TERMINATION

A. Basis for Termination by Cycom

Cycom shall have the right to terminate this Agreement without further obligation or liability to the Municipality if:

1. The Municipality is delinquent in making payment of any sum due under this Agreement and continues to be delinquent for a period of thirty (30) after written notice by Cycom of such breach; or,

2. The Municipality commits any other material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Cycom of such breach.

B. Basis for Termination by Municipality

In addition to any right to terminate this Agreement found elsewhere in this Agreement, the Municipality shall have the right, without further obligation or liability to Cycom, to terminate this Agreement:

1. If Cycom commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice to Cycom of such breach; or,

2. Upon thirty (30) days prior written notice for any reason.

C. Effect of Termination

Termination of this Agreement following Acceptance of the Product by the Municipality shall dissolve the Municipality's right to continued use of the Product unless otherwise agreed to by the Parties hereto in writing.

1. In the event of termination of this Agreement following Acceptance of the Product, Cycom will continue to provide access to download all data from CityLaw for 30 days after termination. Cycom will provide assistance as necessary to assure Municipality has access to and retains data from CityLaw in the event of termination of this Agreement.

Upon any termination of this agreement, Municipality must cease and desist from all use of the Product and Municipality will deliver to Cycom all material and papers associated with the Product.

XIII. GENERAL

A. Waiver, Amendment or Modification

The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder, shall not be effective unless made in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgment even though Cycom may have accepted or signed such documents. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

B. Notice

Except as provided by this Agreement, all notices, consents, approvals, requests, and other communications, (herein collectively call "Notices") required or permitted under this Agreement shall be given in writing and sent, with sufficient postage, by certified mail and addressed as follows:

If to the Corporation:

Finance Department
Cycom Data Systems, Inc.
P.O. Box 802
Richmond, KY 40476-0802

If to the Municipality:

City Clerk
828 Center Ave.
Suite 103
Sheboygan, WI 53081

With a copy to:

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

All Notices shall be deemed given on the date received by certified mail.

Either party to this Agreement may change its address or the receipt of notices any time by giving notice to the other as provided. Any Notice given by a party must be signed by an authorized representative of such party.

This section doesn't control invoices or normal day-to-day communication between parties by phone, email, or other appropriate methods.

D. Successors and Assigns

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns and legal representatives, except that neither party may assign this Agreement or any right granted thereunder, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld.

E. Governing Law, Venue and Severability

The validity, construction and performance of this Agreement and the legal relationships among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Both Parties consent, agree and stipulate that any action, proceeding, or appeal on any matter related to or arising out of this Agreement, shall be subject to the personal jurisdiction of the State of Wisconsin, including state or federal court sitting therein and all court rules thereof. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

F. Effective Date

This Agreement is effective upon review and approval by the Municipality.

G. Conflict of Interest

Cycom covenants that no officer, member or employee of the Municipality and no other public official who exercises any functions or responsibility in the review, approval or carrying out of the Agreement has any personal or financial interest, direct or indirect, in this Agreement.

H. Assurances

The Parties agree to execute and deliver any and all additional papers, documents and other assurances and must do any and all acts and items reasonably necessary in connection with the performance of the obligations set forth herein.

I. Attorney Fees

In the event any action is instituted by either Party to enforce any of the terms and provisions of this agreement, the prevailing Party will be entitled to reasonable attorney fees, costs and expenses as may be determined by the court.

J. Non-Appropriation Clause

If funds for the continued fulfillment of this Agreement by the Municipality are, at any time, not forthcoming or are insufficient, through failure of any entity – including the Municipality itself – to appropriate funds or otherwise, then the Municipality shall have the right to terminate this Agreement without penalty.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officials.

CITY OF SHEBOYGAN, WI

Name:

Title:

Date

CYCOM DATA SYSTEMS, INC., a California Corporation



Bobby W. Jones II
CEO

11/24/2020

Date



Software Provided

Attachment 1

Software provided to: City of Sheboygan, WI.

Licenses	Software product	Description
5	CityLaw Web	The latest version of Cycom's Commercial-off-the-shelf (COTS) Legal Case Management System (LCMS)
5	Microsoft Outlook Calendar Integration	Synchronization between Outlook Calendar events and CityLaw Web calendar events.





Term and Payment Schedule

Attachment 2

Term

The term of this contract is: **December 1, 2020 to November 30, 2021.**

Payment Schedule

Note: payments may be made in advance, up to and including a full year's fees.

#	Description	Date	Amount
1	CityLaw Cloud Support & Maintenance	December 1, 2020	\$830.00
2	Microsoft Outlook Calendar Integration	December 1, 2020	\$120.00
3	CityLaw Cloud Support & Maintenance	January 1, 2021	\$830.00
4	Microsoft Outlook Calendar Integration	January 1, 2021	\$120.00
5	CityLaw Cloud Support & Maintenance	February 1, 2021	\$830.00
6	Microsoft Outlook Calendar Integration	February 1, 2021	\$120.00
7	CityLaw Cloud Support & Maintenance	March 1, 2021	\$830.00
8	Microsoft Outlook Calendar Integration	March 1, 2021	\$120.00
9	CityLaw Cloud Support & Maintenance	April 1, 2021	\$830.00
10	Microsoft Outlook Calendar Integration	April 1, 2021	\$120.00
11	CityLaw Cloud Support & Maintenance	May 1, 2021	\$830.00
12	Microsoft Outlook Calendar Integration	May 1, 2021	\$120.00
13	CityLaw Cloud Support & Maintenance	June 1, 2021	\$830.00
14	Microsoft Outlook Calendar Integration	June 1, 2021	\$120.00
15	CityLaw Cloud Support & Maintenance	July 1, 2021	\$830.00
16	Microsoft Outlook Calendar Integration	July 1, 2021	\$120.00
17	CityLaw Cloud Support & Maintenance	August 1, 2021	\$830.00
18	Microsoft Outlook Calendar Integration	August 1, 2021	\$120.00
19	CityLaw Cloud Support & Maintenance	September 1, 2021	\$830.00
20	Microsoft Outlook Calendar Integration	September 1, 2021	\$120.00
21	CityLaw Cloud Support & Maintenance	October 1, 2021	\$830.00
22	Microsoft Outlook Calendar Integration	October 1, 2021	\$120.00
23	CityLaw Cloud Support & Maintenance	November 1, 2021	\$830.00
24	Microsoft Outlook Calendar Integration	November 1, 2021	\$120.00
Total			\$11,400.00



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement" or "Contract",) is entered into as of December 10, 2020 by and between the City of Sheboygan, WI, a municipal corporation (hereinafter referred to as the "Municipality") and CYCOM DATA SYSTEMS, INC., a California corporation (hereinafter referred to as "Cycom").

I. DEFINITIONS

A. Agreement

The Agreement consists of the following terms and conditions as well as any exhibits or attachments incorporated into this Agreement. The prices quoted in Cycom's proposal (Attachment 2, attached hereto) are agreed to by the parties, and remain firm.

B. Product

The term "Product" as used herein means the proprietary software programs and modules as outlined in Attachment 1; all related material; documentation and information (including manuals and education materials) received by the Municipality from Cycom, including software maintenance releases, updates, and improvements.

C. License Fee

The term "License Fee" as used herein means the amounts shown in Attachment 2. The License Fee shall include all initial installation, custom installation, cloud service charges, and training for the Product prior to Acceptance of the Product. Receipt of software maintenance releases, updates and improvements shall be subject to payment of the License Fee.

D. Acceptance of Product

The term "Acceptance of the Product" as used herein means the process of approval of the installation and performance of the Product by the Municipality. The Acceptance of the Product shall be carried out in accordance with Section IV.

E. Maintenance and Support Fee

The term "Maintenance and Support Fee" as used herein refers to the fee payable according to Attachment 2. The Maintenance and Support Fee shall provide for updates of the Product as well as maintenance and support as described herein.

II. LICENSE

This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, agents, and employees. Neither the preceding sentence nor any other provision of this Agreement, expressed or implied, is intended to confer upon any other person other than the parties hereto or their respective successors, agents, and employees any rights, remedies, obligations or liabilities under or by reason of this agreement, as long as the License Agreement is in effect and all payments are current. Municipality shall not have the authority to assign or otherwise transfer any or all of its rights and or interest under this agreement without Cycom's prior written consent. The person who receives such transfer must agree to sign a new License Agreement, and shall be bound and comply by the terms and conditions of such new License Agreement.

A. Grant of License

Cycom hereby grants to the Municipality, and the Municipality accepts from Cycom, a nonexclusive, nontransferable, perpetual license to use the Product, subject to the terms and conditions of this Agreement. The Municipality acknowledges and agrees that the Product is proprietary information and a trade secret of Cycom and that this Agreement grants the Municipality no title to or rights of ownership in the Product.

B. Restrictions on Use

The Municipality is authorized to use the Product only for the Municipality's internal purposes. The Municipality agrees that it will use the Product only for the purposes for which it was intended and agrees that the Product will only be used by Municipality's authorized agents and employees. Remote telecommunications access by Municipality-authorized agents and employees are permitted.

III. TERM

A. Commencement on Delivery

The license granted under this Agreement shall commence upon the delivery of the Product to the Municipality and shall continue in perpetuity unless sooner terminated in accordance with the provisions of this Agreement.

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The Municipality shall have thirty (30) days from completion of installation of the software products as referenced in Attachment 1 to test whether the software materially conforms to the operational, functional and performance specifications necessary for the Municipality to manage its caseload. Failure of the Municipality to notify Cycom in writing in the manner for notices called for in this Agreement within the above acceptance testing period that the Product, or any one Module fails to materially conform to the specified performance standards shall be deemed to constitute "Acceptance" of the Product.

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A. Maintenance and Support

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2. Within a reasonable time, Cycom will provide such improvements, enhancements, and other changes to the Product developed by Cycom suitable to the uses made of the Product by the Municipality and will make known to the Municipality any improvements as they are developed.
3. Within a reasonable time, Cycom will provide updates to the Product if and as required to cause it to operate under new releases of the operating system so long as such updates are technically feasible. Server-side maintenance of the Product, such as updates and upgrades, will be performed at no additional fee Monday through Friday between the hours of 7:00am and 4:00pm Central Time. Server-side maintenance of the Product outside of these hours can be scheduled with Cycom for an additional fee.
4. Cycom will provide customer support Monday through Friday between the hours of 7:00am to 7:00pm Central Time. This does not include server-side maintenance to the Product, such as updates and upgrades. Support service will provide call back times within two (2) hours from time of Municipality's customer support

request, and work on resolution will begin within four (4) hours from the time of call back and continue until problem resolution.

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1. Unless the City invokes the Non-Appropriation Clause in Section XIII(J), the Municipality shall pay Cycom the Software Maintenance and Support charges for the first year after Acceptance of the Product as provided in Section IV.

2. No later than sixty (60) days prior to the term expiration date, Cycom shall give the Municipality written notice of Cycom's Software Maintenance and Support charges for the next one-year term. Cycom's Software Maintenance and Support charges shall not increase by more than the lesser of: (1) 3% and (2) the change in the Consumer Price Index for All Urban Consumers that is applicable to Sheboygan, Wisconsin over the most recent 12 month period preceding the date when Cycom provides written notice of its Software Maintenance and Support charges. This notice may be given in the form of an invoice for Cycom's Software Maintenance and Support charges.

3. Except as otherwise provided by this Agreement, if the Municipality, for any reason whatsoever, chooses not to renew the Agreement for Software Maintenance and Support, it shall deliver a notice of non-renewal to Cycom at least ten (10) days prior to the term expiration date.

4. If Cycom, for any reason whatsoever, chooses not to renew the Agreement for annual Software Maintenance and Support, it shall deliver a notice of non-renewal to the Municipality one hundred eighty (180) days prior to the term expiration date. Cycom may not exercise this termination right, or give the required notice, any earlier than twenty-four (24) months following Acceptance of the Product as provided in Section IV.

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in Attachment 2, the Municipality must execute a written document that satisfies the Municipality's internal procurement and contracting policies.

2. If the Municipality, for any reason whatsoever, chooses to terminate its Maintenance and Support services at the end of any billing period prior to the expiration of the term, it shall deliver a notice of non-renewal to Cycom at least ten (10) days prior to the end of the billing period.

3. If Cycom, for any reason whatsoever, chooses not to provide Software Maintenance and Support services after the expiration of the term, it shall deliver a notice of non-renewal to the Municipality not less than one hundred eighty (180) days prior to the term expiration date.

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A. New or Different Programs

The Municipality understands and agrees that Cycom may develop and market new or different computer programs which may use part or all of the Product and which may perform all or part of the functions performed by the Product. Nothing contained in this Agreement shall give the Municipality any rights to such new or different computer programs.

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A. Warranty

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A. Indemnity

Cycom agrees to indemnify the Municipality and to hold the Municipality harmless from all damages awarded against the Municipality, and all reasonable expenses

and attorney fees incurred by the Municipality as the result of any claim of trade secret, patent or copyright infringement asserted against the Municipality by virtue of the Municipality's use of the Product as delivered by Cycom; provided, however, that Cycom shall be given prompt notice of any such claims. Cycom shall be afforded the right to be involved in the investigation, defense and settlement of each such claim and further provided that the Municipality shall cooperate with Cycom in connection with the foregoing.

B. Trade Secret

Should the Product as delivered, modified or otherwise altered by Cycom become, or, in Cycom's opinion, be likely to become, the subject of a claim of infringement of a trade secret, patent or copyright, Cycom may, at its option and expense either:

1. Procure for the Municipality the right to continue to use the Product as contemplated in this Agreement; or,
2. Replace or modify the Product and/or modify its use to make its use under this Agreement non-infringing.

If neither option is reasonably available to Cycom, then this Agreement shall be terminated at the option of either party without further obligation or liability except as provided in Section IX and Section XI. Cycom shall have no liability for any claim of trade secret, patent or copyright infringement based on the Municipality's use or combination of the Product with products or data not supplied by Cycom as part of the Product.

3. Cycom further agrees that it will, for the life of this agreement, maintain, protect and defend the registration of Cycom's Patent with the United States Patent and Trademark Office and the State of California. The Municipality agrees to provide any assistance which may be required to fulfill this obligation.

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A. Modification of Product by the Municipality

Any intentional modification of the Product by the Municipality or any intentional failure by the Municipality to implement any improvements or updates to the Product as supplied by Cycom shall void Cycom's maintenance and support obligations under Section V, Cycom's warranty under Section VII, and Cycom's indemnity under Section VIII above, unless the Municipality has obtained prior written authorization from Cycom permitting such modification or failure to implement. Cycom shall not unreasonably withhold its authorization of such requests.

B. Limitations on Cycom's Liability

Except as provided in Sections VII and VIII above, Cycom shall not be liable for any indirect damages arising out of the Municipality's use of the Product or the marketing, delivery, installation, furnishing, maintaining or supporting by Cycom.

X. PAYMENT

Upon date of acceptance of the Product, Cycom will invoice the Municipality for the amounts due pursuant to Attachment 2. Subsequent charges will be invoiced at the beginning of the period to which they apply. Invoices shall be mailed as described in XIII.B of this Agreement.

A. Payment for the licensing, implementation, and installation of the Product shall be due upon the Municipality's acceptance of this agreement, as detailed in Attachment 2.

B. Payment for the Maintenance and Support services of the Product shall be as follows:

1. The Maintenance and Support charges as set forth in Attachment 2 shall be due and owing according to the Payment Schedule.
2. Cycom may increase the Maintenance and Support fee as set forth in Section V(B).

C. Late Payments

Payment shall be made within 30 days of receipt of an invoice. Interest shall accrue at a rate of 1.5% per month if the payment is not made within 30 days of receipt of the invoice.

If an invoice remains unpaid for 60 days after receipt of an invoice, Support and Maintenance services will be discontinued until the outstanding balance is paid in full.

The Municipality's obligation to pay all accrued charges shall survive the expiration or termination of this Agreement.

D. Bankruptcy, receivership, and assignment affecting payment

1. If a trustee or receiver is appointed to administer or conduct the Municipality's business, or if bankruptcy is filed, voluntary or involuntary, but payments continue current, no action or intervention will be taken by Cycom until final resolution or outcome is determined. If payments to Cycom cease, Cycom will have the right to terminate this agreement.

2. If Cycom makes any assignment for the benefit of any Cycom creditor or if a trustee or receiver is appointed to administer or conduct Cycom's business, or if bankruptcy is filed, voluntary or involuntary, this agreement will not be affected and all fees will continue as per the contract, unless a court of competent jurisdiction rules otherwise.

XI. CONFIDENTIALITY; NONDISCLOSURE

A. Confidentiality by Cycom

Cycom hereby agrees to exercise reasonable care, and at least the same degree of care as Cycom would exercise to safeguard its own confidential property, in safeguarding the confidentiality of the Municipality's data and information to which it may become privy in performance of this Agreement.

B. Public Records and Similar Requests

The parties understand that the Municipality is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law and all other laws applicable to municipalities in the State of Wisconsin. The Wisconsin Public Records Law limits the extent to which the Municipality may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law).

The Wisconsin Public Records Law prohibits the disclosure of trade secrets. The City recognizes that Cycom has asserted that the Product is a trade secret.

In the event the Municipality receives a public records request or a similar request—such as a subpoena—for the Product, the Municipality agrees to promptly email Cycom at bjones@cycominc.com. Cycom may provide guidance to Municipality as to whether, in its opinion, requested information constitutes a trade secret or is otherwise protected from disclosure. Any such guidance shall be provided to Municipality within three (3) business days of Municipality's email, time being of the essence, so that Municipality has time to comply with its obligations to respond to the public records request. If no guidance is provided to Municipality within three (3) business days of Municipality's email, Cycom shall be deemed to have waived any assertion that the information in question is a trade secret or is otherwise protected from disclosure.

Municipality agrees to consider any guidance provided by Cycom in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If the Municipality follows the guidance provided by Cycom, Cycom agrees to indemnify, defend, and hold the City harmless from any liability of any kind whatsoever that may result from the Municipality following the guidance provided by Cycom.

C. Confidentiality by Municipality

Except as provided by Section XI(B) and to the extent permitted by law the Municipality hereby agrees that:

1. The Product received by the Municipality from Cycom under this Agreement shall be, treated as the confidential property of Cycom;
2. The Municipality shall exercise at least the same degree of care to safeguard the confidentiality of the Product as the Municipality would exercise to safeguard the Municipality's confidential property;
3. Neither the Product, nor any part thereof, received by the Municipality from Cycom under this Agreement shall be duplicated (except for normal security backup purposes) or in any way disclosed to others, in whole or in part, without the prior permission of Cycom. Such prohibition on disclosure and duplication shall not apply to disclosures and duplication by the Municipality to its employees and agents, provided such disclosures and duplications are reasonably necessary to the Municipality's use of the Product; and provided, further, that the Municipality shall take all reasonable steps to ensure that the Product is not duplicated or disclosed by such employees and agents in contravention of this Agreement.
4. The Municipality acknowledges the exclusive right, title and interest of Cycom in and to the Product and Municipality will not at any time do or cause to be done anything contesting or in any way impairing or tending to impair any part of Cycom's right, title, and interest. In connection with the use of the Product, Municipality may not in any manner represent that it has an ownership interest in or to Cycom's Product. Other than those rights contained in this agreement, Municipality acknowledges that its use of the Product will not create in its favor any additional right, title or interest in or to the Product.

C. Survival

It is expressly understood and agreed that the obligation of this Section shall survive the expiration or termination of this Agreement or any provision hereof.

XII. TERMINATION

A. Basis for Termination by Cycom

Cycom shall have the right to terminate this Agreement without further obligation or liability to the Municipality if:

1. The Municipality is delinquent in making payment of any sum due under this Agreement and continues to be delinquent for a period of thirty (30) after written notice by Cycom of such breach; or,

2. The Municipality commits any other material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Cycom of such breach.

B. Basis for Termination by Municipality

In addition to any right to terminate this Agreement found elsewhere in this Agreement, the Municipality shall have the right, without further obligation or liability to Cycom, to terminate this Agreement:

1. If Cycom commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice to Cycom of such breach; or,

2. Upon thirty (30) days prior written notice for any reason.

C. Effect of Termination

Termination of this Agreement following Acceptance of the Product by the Municipality shall dissolve the Municipality's right to continued use of the Product unless otherwise agreed to by the Parties hereto in writing.

1. In the event of termination of this Agreement following Acceptance of the Product, Cycom will continue to provide access to download all data from CityLaw for 30 days after termination. Cycom will provide assistance as necessary to assure Municipality has access to and retains data from CityLaw in the event of termination of this Agreement.

Upon any termination of this agreement, Municipality must cease and desist from all use of the Product and Municipality will deliver to Cycom all material and papers associated with the Product.

XIII. GENERAL

A. Waiver, Amendment or Modification

The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder, shall not be effective unless made in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgment even though Cycom may have accepted or signed such documents. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

B. Notice

Except as provided by this Agreement, all notices, consents, approvals, requests, and other communications, (herein collectively call "Notices") required or permitted under this Agreement shall be given in writing and sent, with sufficient postage, by certified mail and addressed as follows:

If to the Corporation:

Finance Department
Cycom Data Systems, Inc.
P.O. Box 802
Richmond, KY 40476-0802

If to the Municipality:

City Clerk
828 Center Ave.
Suite 103
Sheboygan, WI 53081

With a copy to:

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

All Notices shall be deemed given on the date received by certified mail.

Either party to this Agreement may change its address or the receipt of notices any time by giving notice to the other as provided. Any Notice given by a party must be signed by an authorized representative of such party.

This section doesn't control invoices or normal day-to-day communication between parties by phone, email, or other appropriate methods.

D. Successors and Assigns

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns and legal representatives, except that neither party may assign this Agreement or any right granted thereunder, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld.

E. Governing Law, Venue and Severability

The validity, construction and performance of this Agreement and the legal relationships among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Both Parties consent, agree and stipulate that any action, proceeding, or appeal on any matter related to or arising out of this Agreement, shall be subject to the personal jurisdiction of the State of Wisconsin, including state or federal court sitting therein and all court rules thereof. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

F. Effective Date

This Agreement is effective upon review and approval by the Municipality.

G. Conflict of Interest

Cycom covenants that no officer, member or employee of the Municipality and no other public official who exercises any functions or responsibility in the review, approval or carrying out of the Agreement has any personal or financial interest, direct or indirect, in this Agreement.

H. Assurances

The Parties agree to execute and deliver any and all additional papers, documents and other assurances and must do any and all acts and items reasonably necessary in connection with the performance of the obligations set forth herein.

I. Attorney Fees

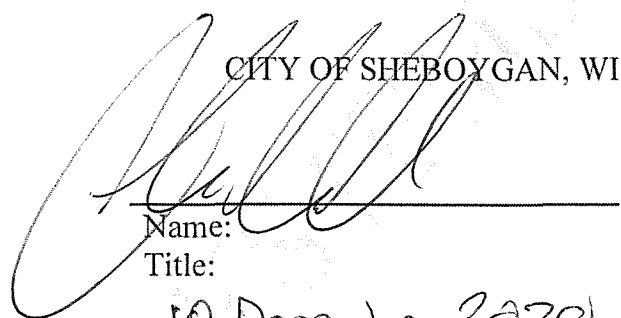
In the event any action is instituted by either Party to enforce any of the terms and provisions of this agreement, the prevailing Party will be entitled to reasonable attorney fees, costs and expenses as may be determined by the court.

J. Non-Appropriation Clause

If funds for the continued fulfillment of this Agreement by the Municipality are, at any time, not forthcoming or are insufficient, through failure of any entity – including the Municipality itself – to appropriate funds or otherwise, then the Municipality shall have the right to terminate this Agreement without penalty.

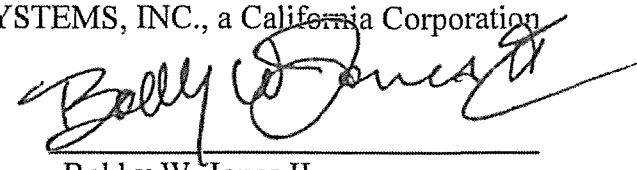
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officials.

CITY OF SHEBOYGAN, WI



Name:
Title:
10 December 2020
Date

CYCOM DATA SYSTEMS, INC., a California Corporation



Bobby W. Jones II
CEO
11/24/2020
Date



Software Provided

Attachment 1

Software provided to: City of Sheboygan, WI.

Licenses	Software product	Description
5	CityLaw Web	The latest version of Cycom's Commercial-off-the-shelf (COTS) Legal Case Management System (LCMS)
5	Microsoft Outlook Calendar Integration	Synchronization between Outlook Calendar events and CityLaw Web calendar events.





Term and Payment Schedule

Attachment 2

Term

The term of this contract is: **December 1, 2020 to November 30, 2021.**

Payment Schedule

Note: payments may be made in advance, up to and including a full year's fees.

#	Description	Date	Amount
1	CityLaw Cloud Support & Maintenance	December 1, 2020	\$830.00
2	Microsoft Outlook Calendar Integration	December 1, 2020	\$120.00
3	CityLaw Cloud Support & Maintenance	January 1, 2021	\$830.00
4	Microsoft Outlook Calendar Integration	January 1, 2021	\$120.00
5	CityLaw Cloud Support & Maintenance	February 1, 2021	\$830.00
6	Microsoft Outlook Calendar Integration	February 1, 2021	\$120.00
7	CityLaw Cloud Support & Maintenance	March 1, 2021	\$830.00
8	Microsoft Outlook Calendar Integration	March 1, 2021	\$120.00
9	CityLaw Cloud Support & Maintenance	April 1, 2021	\$830.00
10	Microsoft Outlook Calendar Integration	April 1, 2021	\$120.00
11	CityLaw Cloud Support & Maintenance	May 1, 2021	\$830.00
12	Microsoft Outlook Calendar Integration	May 1, 2021	\$120.00
13	CityLaw Cloud Support & Maintenance	June 1, 2021	\$830.00
14	Microsoft Outlook Calendar Integration	June 1, 2021	\$120.00
15	CityLaw Cloud Support & Maintenance	July 1, 2021	\$830.00
16	Microsoft Outlook Calendar Integration	July 1, 2021	\$120.00
17	CityLaw Cloud Support & Maintenance	August 1, 2021	\$830.00
18	Microsoft Outlook Calendar Integration	August 1, 2021	\$120.00
19	CityLaw Cloud Support & Maintenance	September 1, 2021	\$830.00
20	Microsoft Outlook Calendar Integration	September 1, 2021	\$120.00
21	CityLaw Cloud Support & Maintenance	October 1, 2021	\$830.00
22	Microsoft Outlook Calendar Integration	October 1, 2021	\$120.00
23	CityLaw Cloud Support & Maintenance	November 1, 2021	\$830.00
24	Microsoft Outlook Calendar Integration	November 1, 2021	\$120.00
	Total		\$11,400.00



III

Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
December 7, 2020.

A RESOLUTION authorizing a transfer of appropriations in the 2020 Budget and authorizing reimbursement for funds expended for the purchase of property located at 1807 North 8th Street.

WHEREAS, the Section 108 Loan Guarantee Program (Section 108) provides Community Development Block Grant (CDBG) recipients with the ability to leverage their annual grant allocation to access low-cost, flexible financing for economic development, housing, public facility, and infrastructure projects; and

WHEREAS, communities can use Section 108 guaranteed loans to either finance specific projects or to launch loan funds to finance multiple projects over several years; and

WHEREAS, the City of Sheboygan wishes to use \$1,000,000 in CDBG funds, including Section 108 guaranteed loan funds, to help finance the acquisition of the former Save-A-Lot grocery store at 1817 N. 8th Street for the purpose of remodeling the building into an active senior community center, with space to rent to additional public service providers, all for the benefit of the citizens of the City; and

WHEREAS, the closing on the purchase of the building is anticipated to occur before all CDBG funds are available. As such, the City wishes to expend the funds necessary for the purchase at the time of closing from the fund balance within the General Fund, to reimburse \$500,000 of the cost in January, 2021 from the reprogrammed revolving loan funds completed through a substantial amendment to the 2020 program year CDBG expenditures, and to reimburse up to an additional \$500,000 through the Section 108 guaranteed loan funding, to be reimbursed upon closing of the anticipated loan with the United States Department of Housing and Urban Development (HUD) and the availability of the proceeds of said loan funds; and

WHEREAS, a resolution authorizing said reimbursement via the Section 108 guaranteed loan funding is necessary to permit said reimbursement, as is a transfer resolution authorizing the transfer of the 2020 CDBG Funds.

F9P

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfer of appropriations in the 2020 Budget for the purposes of establishing an appropriation for the purchase of property located at 1817 N. 8th Street in the City of Sheboygan for the public purpose of remodeling the building into a senior activity center, as follows:

<u>From</u>	<u>To</u>	<u>Amount</u>
22381400-811400 Interfund Transfer to Capital Projects	40099990-492223 Interfund Transfer from CDBG	\$500,000

BE IT FURTHER RESOLVED: That the appropriate City officials be and hereby are authorized and directed to reimburse up to \$500,000 from Section 108 guaranteed loan funding, to be reimbursed upon closing of the anticipated loan with the United States Department of Housing and Urban Development (HUD) and the availability of the proceeds of said loan funds. This resolution expresses the intent of the Common Council to expend such Section 108 guaranteed loan funds for the public purpose of purchasing the building located at 1817 N. 8th Street in the City of Sheboygan and converting it into an active senior community center, with space to rent to additional public service providers, all for the benefit of the citizens of the City. It is understood that an additional transfer resolution may be required to effectuate the transfer.

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 Sorenson and Dekker.
December 7, 2020.

A RESOLUTION adopting the Sheboygan County, Wisconsin Hazard Mitigation Plan 2020-2025.

WHEREAS, the City of Sheboygan recognizes the threat that hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the City of Sheboygan participated jointly in the planning process with the other local units of government within the County to prepare the Sheboygan County, Wisconsin Hazard Mitigation Plan 2020-2025 ("Hazard Mitigation Plan Update"); and

WHEREAS, a substantially finalized version of the Hazard Mitigation Plan Update is attached to this Resolution; and

WHEREAS, the attached Hazard Mitigation Plan Update still requires the inclusion of a few items marked in red, which will be done as the Hazard Mitigation Plan Update goes through the process of being approved by Sheboygan County, but the substance of the mitigation plan is complete.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the Sheboygan County, Wisconsin Hazard Mitigation Plan 2020-2025 as an official plan.

BE IT FURTHER RESOLVED: That, for the avoidance of doubt, the appropriate City officials may submit the attached Hazard Mitigation Plan Update to the State of Wisconsin as part of any grant application which requires a Hazard Mitigation Plan.

PW

BE IT FURTHER RESOLVED: That the Sheboygan County Emergency Management Department will submit, on behalf of the participating municipalities, the final version of the adopted Hazard Mitigation Plan Update to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval.

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

Sheboygan County, Wisconsin Hazard Mitigation Plan 2020 - 2025

DRAFT

October, 2019



Prepared by:
Sheboygan County
Hazard Mitigation Plan Steering Committee

With Assistance by:
Bay-Lake Regional Planning Commission
Contract # 18034-08

BAY LAKE
Regional Planning Commission | Since 1972

Sheboygan County Emergency Management Contact

Steve Steinhardt
Emergency Management Coordinator
525 North 6th Street, Sheboygan, WI 53081
(920) 459-3360
Steve.Steinhardt@sheboygancounty.com

Hazard Mitigation Plan Steering Committee

Name	Organization
Aaron Brault	Sheboygan County Planning & Conservation
Andrew Bartell	City of Sheboygan GIS
Bill Blashka	Town of Sheboygan DPW
Bob Kroeplien	Sheboygan County Fire Chiefs
Brett Edgerle	Kohler DPW
Brian Hoffmann	Sheboygan County Board
Carol Tsagarakis	NEMAK
Chad Pelishek	City of Sheboygan Planning
Chasong Yang	Hmong Mutual Assistance Association
Chris St. Pierre	Sheboygan County HazMat
Chuck Butler	City of Sheboygan EM
Dave Albright	Sheboygan School District
Dean Dolence	American Red Cross
Diane Liebenthal	Sheboygan County H&HS
DiAnna DuPuis	Sheboygan County Sheriff's Dept
Emily Stewart	Sheboygan County Highway
Jackie Veldman	Town of Mitchell
James Schwinn	Town of Sheboygan
Janet Duellman	City of Sheboygan Planning
Jason Blasiola	City of Sheboygan DPW
Jason Dwyer	US Coast Guard
Jason Liermann	Sheboygan County Sheriff's Dept
Jennifer Vorpapel	Sheboygan County H&HS
Jessica Reilly	Village of Elkhart Lake
Karen Pohl	Town of Lima
Laura Gumm	Alliant Energy
Mark Matthias	Sheboygan County HazMat
Peter Madden	Plastics Engineering
Ryan Sazama	City of Sheboygan DPW
Star Grossman	Sheboygan County H&HS
Steve Cobb	City of Sheboygan PD
Steve Steinhardt	Sheboygan County EM
Ted Vallis	Wisconsin Public Service
Tom Bahr	St. Nicholas Hospital
Tom Hass	Aurora Sheboygan Memorial EM
Jeff Agee-Aguayo	Bay-Lake RPC (Project Staff)

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COUNTY RESOLUTION OF ADOPTION

FEMA/WEM APPROVAL LETTERS

EXECUTIVE SUMMARY

2020 COUNTY PLAN UPDATE SUMMARY

The Sheboygan County Hazard Mitigation Plan Update (2020) is an update to the Sheboygan County All Hazard Mitigation Plan approved in 2013. To aid in identifying the changes made to the 2013 plan, Table 0.1 lists the plan updates and the changes made to the identified mitigation actions.

SIGNIFICANT HAZARD EVENTS OF NOTE

Since the approval of the previous plan in 2013, Sheboygan County has experienced several hazard events; however, none was significant enough to require a federal disaster declaration.

Table 0.1: Sheboygan County Hazard Mitigation Plan Update Summary

Plan Chapter	Overview of Plan Update
Chapter 1: Introduction	Updated planning process participants and public review information. Several updates were made to the original steering committee to reflect changes in positions since the last plan was approved. The steering committee updated the prioritized order of the hazards to be addressed and added cybersecurity.
Chapter 2: Planning Area	Updated demographic profile information and land use information.
Chapter 3: Risk Assessment	All hazard profiles, occurrences, and probabilities were updated. In addition, the risk assessments were updated. Natural hazard occurrences were updated to include all from 1995 to 2018 (previous plan covered 1995 to 2011), while man-made hazards were updated to include different ranges of years depending on the hazard. Hazard probabilities were updated based on updated occurrences. Updated critical facilities and changed some category names. A risk assessment was added for cybersecurity.
Chapter 4: Mitigation Strategy	Updated the mitigation action plan to account for completed projects, updated timetables and new project additions.
Chapter 5: Plan Maintenance and Adoption Process	Updated plan maintenance process and plan update schedule.
Strategy	Changes¹
NATURAL HAZARDS	
Multiple Natural Hazards	
Collect "building footprints" for all structures in the County to allow for analysis of where facilities/structures are located	Deleted
Harden utility infrastructure to make more resistant to hail (i.e.: burying of telephone lines)	Moved to the lightning/thunderstorm hazard
Create a hardened emergency communication facility	Completed
Evaluate and quantify generator backup capacity and promote use where beneficial	Added
Acquire a mass notification system	Added
Develop a joint information plan	Added
Disseminate hazard information to the public via a mass notification system	Added
Tornado/Strong Wind	
Disseminate severe weather safety information to the public	Deleted
Anchor mobile homes and exterior attachments (such as carports and porches)	Deleted

Table 0.1: Sheboygan County Hazard Mitigation Plan Update Summary (Continued)

Strategy	Changes¹
Winter Storms	
All projects	Minor wording changes
Flooding	
Complete a hydrology study of Sheboygan County	Deleted
Protection of existing buildings and other structures	Deleted
Study effects of current and future development in the approximate floodplain and any other areas that have not yet been studied	Deleted
Review and update evacuation procedures for persons located in the hydraulic shadow of a dam	Reworded to "Review dam plans and notification procedures"
Dense Fog	
Upkeep existing signage in areas of high fog event incidence	Reworded to "Install signage in areas of high fog event incidences"
Lightning/Thunderstorm	
Harden utility infrastructure to make more resistant to hail (i.e.: burying of telephone lines)	Moved from All Hazards
Coastal Hazards	
Map high hazard areas for coastal erosion/ landslides	Deleted
Continue monitoring of water quality on beaches (Lake Michigan and inland waters)	Added
Continue monitoring and warn the public of high waves and rip currents along Lake Michigan	Added
Excessive Heat and Extreme Cold	
Initiate an ozone awareness education effort prior to and during periods of excessive heat	Added
Drought	
All projects	No changes

Table 0.1: Sheboygan County Hazard Mitigation Plan Update Summary (Continued)

Strategy	Changes¹
Wildland Fires	
Coordinate public outreach efforts to promote such things as non-combustible roof covering, fire safe construction, safe burning, and the importance of clearing brush and grass away from buildings	Reworded to "Coordinate public outreach efforts to promote fire safe construction and building materials, safe burning, and the importance of clearing brush and grass away from buildings"
Develop local ordinances to require burn permits and restriction of campfires and outdoor burning	Reworded to "Develop county ordinance to require burn permits and restriction of campfires and outdoor burning"
Continue to promote safe, controlled prescribed burns	Added
Provide education of prescribed burns	Added
Landslides	
Map high hazard areas for coastal erosion/ landslides	Deleted
Subsidence	
Provide management information to residents as needed	Deleted
Strategy	Changes¹
MAN-MADE HAZARDS	
Hazardous Materials Incidents	
All projects	No changes
Water Supply Contamination	
Replace or repair equipment or accessories at municipal water supply systems if in poor condition or if inadequate, and monitor components periodically if they are in average condition (e.g., electrical pumps, auxiliary generators, and valves)	Reworded to "Replace or repair equipment or accessories at municipal water supply systems if in poor condition, if inadequate, or if lead hazards become an issue, and monitor components periodically to assure that they are in adequate condition (e.g., electrical pumps, auxiliary generators and valves)"
Provide water supply education and water supply test kits to residents	Added
Communicable Diseases	
Continue to review and update the Sheboygan County medical and mass casualty plan	Reworded to "Continue to review and update the Sheboygan County Medical and Mass Casualty and Emergency Medical Services Plans"
Continue to review and update the Sheboygan County Emergency Medical Services Plan	Deleted, and combined with the strategy noted immediately above
Institute an emergency vaccination program in cases of imminent epidemics in the county	Added

Table 0.1: Sheboygan County Hazard Mitigation Plan Update Summary (Continued)

Strategy	Changes ¹
Violence	
Assist in the development of bomb threat policies and procedures by each school, hospital, business, and management building located in Sheboygan County	"Bomb" changed to "active"
Cybersecurity (New Hazard Addressed in the 2020 Plan)	
Develop internal policies and training regarding cyberthreats that could potentially impact the County	Added
Develop a public awareness campaign	Added
¹ Due to financial or political support, a number of mitigation actions have had no changes from the 2013 plan and appear again in this plan update.	

CHAPTER 1 – INTRODUCTION AND PLANNING PROCESS

PURPOSE OF THE PLAN

The primary focus of the *Sheboygan County Hazard Mitigation Plan 2020 - 2025* is to reevaluate the planning area's potential exposure to hazards, and to identify appropriate mitigation strategies. Consistent with federal regulations (44 CFR Part 201.6), this plan conforms to mitigation planning requirements.

Completion of this plan will assist emergency management personnel in identifying areas of risk, assess the magnitude of the risk, and develop strategies for reducing risk throughout Sheboygan County. Through the process of developing this plan, the county identified mitigation strategies related to the protection of lives and property from hazards, the protection of critical facilities, and the reduction of community and taxpayer costs associated with disaster relief and rescue efforts. Completion and approval of the plan will maintain Sheboygan County's eligibility to apply for future FEMA disaster relief and mitigation project funds, enabling the county to implement mitigation strategies.

Disaster Mitigation Act of 2000

The development and update of the *Sheboygan County Hazard Mitigation Plan 2020 - 2025* is in response to passage of the Disaster Mitigation Act of 2000. This act was signed into law in October of 2000 to stem the losses from disasters, reduce future public and private expenditures, and speed up response and recovery from disasters. The following is a summary of the parts of the Disaster Mitigation Act of 2000 that pertain to local governments:

- Local governments are required to maintain a hazard mitigation plan in order to be eligible for funding from FEMA through the Pre-Disaster Mitigation Assistance Program and the Hazard Mitigation Grant Program.
- Natural hazards are required to be addressed in the risk assessment/vulnerability analysis part of a hazard mitigation plan. Addressing man-made/technological hazards is encouraged, but not required.
- Up to seven (7) percent of Hazard Mitigation Grant Program funds available to a state after a federal disaster are authorized to be used for development of state, local and tribal hazard mitigation plans.
- Without a current, FEMA-approved, locally-adopted hazard mitigation plan, local governments cannot utilize funding through the Pre-Disaster Mitigation Grant Program.

Funding to Update the County Hazard Mitigation Plan

In August 2018, Sheboygan County received a planning grant to develop an update to its hazard mitigation plan in the amount of \$33,423 through the Pre-Disaster Mitigation (PDM) program. Through the grant, FEMA provided 75 percent of the funds (\$24,937) and the remaining 25 percent (\$8,486) is the required local match.

Sheboygan County entered into a contract (#18034-08) with the Bay-Lake Regional Planning Commission to prepare the update to the hazard mitigation plan. Development of the plan began in November 2018.

Five Parts of the Hazard Mitigation Plan

The *Sheboygan County Hazard Mitigation Plan 2020 - 2025* is divided into five chapters in order to address FEMA's local mitigation plan requirements. The five chapters are as follows:

- Chapter 1 – Introduction and Planning Process;
- Chapter 2 – Planning Area;
- Chapter 3 – Risk Assessment;
- Chapter 4 – Mitigation Strategy; and
- Chapter 5 – Plan Maintenance and Adoption Process.

PLANNING PROCESS

Development of the *Sheboygan County Hazard Mitigation Plan 2020 - 2025* was based on planning requirements and guidance provided by FEMA and Wisconsin Emergency Management (WEM) to meet the requirements of the Disaster Mitigation Act of 2000. The planning area for this plan encompasses all of Sheboygan County, including: the cities of Plymouth, Sheboygan and Sheboygan Falls; the villages of Adell, Cascade, Cedar Grove, Elkhart Lake, Glenbeulah, Howards Grove, Kohler, Oostburg, Random Lake and Waldo; and the towns of Greenbush, Herman, Holland, Lima, Lyndon, Mitchell, Mosel, Plymouth, Rhine, Russell, Scott, Sheboygan, Sheboygan Falls, Sherman and Wilson.

Plan development was guided by a steering committee comprised of county and local officials, emergency management personnel, and organizations, over a 14-month timeframe beginning in November 2018. Planning support was provided by the Bay-Lake Regional Planning Commission. Public review and input was encouraged through an open house to present the plan goals, mitigation strategy plan, and mapped hazard areas.

Development of the plan was structured along a five-phase planning process:

Phase I: Pre-planning and review of steering committee appointments;

Phase II: Reassessing risks;

Phase III: Updating the mitigation action plan;

Phase IV: Reviewing the policies and procedures for plan implementation; and

Phase V: Documenting the planning process and plan adoption.

Phase I involved initial conversations and meetings aimed at reviewing the previous steering committee appointments, reconvening the steering committee, and outlining the planning process and responsibilities of the steering committee.

Phase II was comprised of a meeting with the steering committee to reassess natural hazards and potential risks to the county.

Phase III involved updating the mitigation action plan to address identified risks, including removing completed tasks and adding new mitigation methods to address risks.

Phase IV involved reviewing the policies that affect plan implementation and the procedures that would be followed to implement the plan.

Phase V involved documenting the planning process, developing a complete draft of the plan, and plan adoption.

The maps in the Planning Area and Risk Assessment chapters of the plan were developed using the Bay-Lake Regional Planning Commission's Geographic Information System (GIS), allowing greater manipulation and analysis from the use of a consistent base map. Maps included in this plan are for general planning purposes only, and are not for legal or formal survey purposes.

Steering Committee

The steering committee (Table 1.1) reviewed and analyzed each section of the plan during the **five (5)** meetings held to develop the plan update. Copies of the sign-in sheets are included in Appendix A.

The steering committee identified the following natural hazards to be addressed in this plan update (hazards are listed by order of priority).

1. Flooding (includes flash, riverine, lake, stormwater, dam failure flooding, and urban/small stream flooding);
2. Tornadoes/High Winds (includes funnel cloud, waterspout, thunderstorm winds, strong winds, and high winds);
3. Winter Storms (includes winter weather, snow, heavy snow, ice storms, freezing drizzle, freezing rain, blowing snow, glaze, and blizzards);
4. Lightning Storms and Thunderstorms (including hail and heavy rain);
5. Fog;
6. Coastal Hazards;
7. Extreme Cold (includes cold, extreme wind chill, and wind chill);
8. Drought;
9. Wildland Fires;
10. Extreme Heat (includes record warmth and excessive heat) and Landslides (tied for 10th place); and
12. Subsidence.

The steering committee identified the following man-made hazards to be addressed in this plan update (hazards are listed by order of priority).

1. Cybersecurity;
2. Hazardous Materials;
3. Communicable Diseases;
4. Water Supply Contamination; and

5. Violence.

Table 1.1: Sheboygan County Hazard Mitigation Plan 2020-2025 Steering Committee

Name	Organization
Aaron Brault	Sheboygan County Planning & Conservation
Andrew Bartell	City of Sheboygan GIS
Bill Blashka	Town of Sheboygan DPW
Bob Kroeplien	Sheboygan County Fire Chiefs
Brett Edgerle	Kohler DPW
Brian Hoffmann	Sheboygan County Board
Carol Tsagarakis	NEMAK
Chad Pelishek	City of Sheboygan Planning
Chasong Yang	Hmong Mutual Assistance Association
Chris St. Pierre	Sheboygan County HazMat
Chuck Butler	City of Sheboygan EM
Dave Albright	Sheboygan School District
Dean Dolence	American Red Cross
Diane Liebenthal	Sheboygan County H&HS
DiAnna DuPuis	Sheboygan County Sheriff's Dept
Emily Stewart	Sheboygan County Highway
Jackie Veldman	Town of Mitchell
James Schwinn	Town of Sheboygan
Janet Duellman	City of Sheboygan Planning
Jason Blasiola	City of Sheboygan DPW
Jason Dwyer	US Coast Guard
Jason Liermann	Sheboygan County Sheriff's Dept
Jennifer Vorpapel	Sheboygan County H&HS
Jessica Reilly	Village of Elkhart Lake
Karen Pohl	Town of Lima
Laura Gumm	Alliant Energy
Mark Matthias	Sheboygan County HazMat
Peter Madden	Plastics Engineering
Ryan Sazama	City of Sheboygan DPW
Star Grossman	Sheboygan County H&HS
Steve Cobb	City of Sheboygan PD
Steve Steinhardt	Sheboygan County EM
Ted Vallis	Wisconsin Public Service
Tom Bahr	St. Nicholas Hospital
Tom Hass	Aurora Sheboygan Memorial EM
Jeff Agee-Aguayo	Bay-Lake RPC (Project Staff)

Participation by Incorporated Jurisdictions in Sheboygan County

Incorporated jurisdictions in Sheboygan County were encouraged to participate in the plan development process to ensure that the plan was as comprehensive as possible. Those incorporated jurisdictions involved in the planning process offered assistance in developing a county-wide critical facilities database as well as the risk assessment and mitigation strategy portions of the plan. By participating in the plan development process, incorporated communities are eligible to adopt the plan by resolution, thereby qualifying the community for funding through the FEMA Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) Grant Program, and the Flood Mitigation Assistance (FMA) Program.

Through local review exercises or through participation on the Steering Committee, representatives from the cities of Plymouth, Sheboygan and Sheboygan Falls; and the villages of Adell, Cascade, Cedar Grove, Elkhart Lake, Glenbeulah, Howards Grove, Kohler, Oostburg, Random Lake and Waldo provided review and input throughout the planning process.

The plan goals, hazards addressed, the mitigation strategy, and critical facilities were reviewed by the local municipalities and feedback was provided. See Appendix C for additional information on the multi-jurisdictional cooperation process and participants.

Public Review Process

Opportunities for public comment during the drafting stage of the plan were held at all meetings of the steering committee, which were open to the public. No comments were provided by the public at these meetings.

An open house on the draft plan was held at _____ on _____, 2020. Copies of the draft plan were available at this meeting, along with key maps and the mitigation strategies. A copy of the public notice can be found in Appendix B. **No comments or questions concerning the plan or open house were received.**

Sheboygan County Board of Supervisors Meeting

On _____, 2020, the Sheboygan County Board of Supervisors considered and adopted the *Sheboygan County, Wisconsin, Hazard Mitigation Plan 2020 - 2025* at a public meeting. A copy of the resolution of adoption can be found at the front of this document.

Neighboring Jurisdictions

A draft of the *Sheboygan County, Wisconsin Hazard Mitigation Plan 2020 - 2025* was sent to the emergency management directors in Washington, Ozaukee, Fond du Lac, Calumet, and Manitowoc counties for their review and comment. No comments were received.

CHAPTER 2 - PLANNING AREA

GENERAL GEOGRAPHY

The planning area for the *Sheboygan County, Wisconsin, Hazard Mitigation Plan 2020 - 2025* is shown in Map 2.1. The planning area includes all of Sheboygan County.

Table 2.1 indicates the geographical size of Sheboygan County, along with the geographical size of all cities, villages and towns within the county. Sheboygan County covers nearly 518 square miles of territory.

Table 2.1: Geographical Size by Jurisdiction (Sheboygan County)

Jurisdiction	Size of Jurisdiction (square miles)	Jurisdiction	Size of Jurisdiction (square miles)
<u>CITIES</u>		<u>TOWNS</u>	
City of Plymouth	5.4	Town of Greenbush	47.4
City of Sheboygan	15.9	Town of Herman	34.0
City of Sheboygan Falls	5.5	Town of Holland	40.8
		Town of Lima	35.8
		Town of Lyndon	34.2
<u>VILLAGES</u>		Town of Mitchell	36.1
Village of Adell	0.6	Town of Mosel	21.1
Village of Cascade	0.8	Town of Plymouth	30.4
Village of Cedar Grove	2.2	Town of Rhine	34.6
Village of Elkhart Lake	1.3	Town of Russell	24.1
Village of Glenbeulah	0.7	Town of Scott	36.6
Village of Howards Grove	2.2	Town of Sheboygan	10.7
Village of Kohler	5.5	Town of Sheboygan Falls	31.3
Village of Oostburg	2.0	Town of Sherman	34.1
Village of Random Lake	1.8	Town of Wilson	21.7
Village of Waldo	1.0		
TOTAL	517.8 square miles		

Source: Sheboygan County Planning and Conservation Department, 2018.

DEMOGRAPHIC AND ECONOMIC PROFILE

Population

Table 2.2 examines the population of jurisdictions in Sheboygan County between 2000 and 2010, and indicates that 19 of the 28 cities, villages and towns in Sheboygan County experienced a population gain from 2000 to 2010. Population decreases were experienced in the City of Sheboygan, two villages (Adell and Elkhart Lake), and six towns (Greenbush, Holland, Mosel, Rhine, Russell, and Sherman) from 2000 to 2010.

The likely reason for the significant population decrease in the Town of Greenbush, coupled with the significant population increase in the Town of Mitchell is due to the location of the Kettle Moraine Correctional Institute on the boundary between the two

towns and the institutionalized population being counted by the U.S. Census in one town or the other from one decennial census to the next.

Table 2.2: Population Change by Jurisdiction (Sheboygan County), 2000 and 2010

Jurisdiction	2000 Census	2010 Census	Percent Change 2000 - 2010
CITIES			
City of Plymouth	7,781	8,445	8.5%
City of Sheboygan	50,792	49,288	-3.0%
City of Sheboygan Falls	6,772	7,775	14.8%
VILLAGES			
Village of Adell	517	516	-0.2%
Village of Cascade	681	709	4.1%
Village of Cedar Grove	1,887	2,113	12.0%
Village of Elkhart Lake	1,021	967	-5.3%
Village of Glenbeulah	378	463	22.5%
Village of Howards Grove	2,792	3,188	14.2%
Village of Kohler	1,926	2,120	10.1%
Village of Oostburg	2,660	2,887	8.5%
Village of Random Lake	1,551	1,594	2.8%
Village of Waldo	450	503	11.8%
TOWNS			
Town of Greenbush	2,619	1,534	-41.4%
Town of Herman	2,044	2,151	5.2%
Town of Holland	2,360	2,239	-5.1%
Town of Lima	2,948	2,982	1.2%
Town of Lyndon	1,463	1,542	5.4%
Town of Mitchell	1,286	2,335	81.6%
Town of Mosel	839	790	-5.8%
Town of Plymouth	3,115	3,195	2.6%
Town of Rhine	2,244	2,134	-4.9%
Town of Russell	399	377	-5.5%
Town of Scott	1,804	1,836	1.8%
Town of Sheboygan	5,874	7,271	23.8%
Town of Sheboygan Falls	1,706	1,718	0.7%
Town of Sherman	1,520	1,505	-1.0%
Town of Wilson	3,227	3,330	3.2%
County Total	112,656	115,507	2.5%

Source: U.S. Bureau of the Census, 2000 and 2010; and Bay-Lake Regional Planning Commission, 2019.

The following jurisdictions had the largest (greater than ten percent) increases in population between 2000 and 2010:

1. Town of Mitchell (81.6%);
2. Town of Sheboygan (23.8%);
3. Village of Glenbeulah (22.5%);
4. City of Sheboygan Falls (14.8%);
5. Village of Howards Grove (14.2%);
6. Village of Cedar Grove (12.0%);
7. Village of Waldo (11.8%); and
8. Village of Kohler (10.1%).

Households

Table 2.3 indicates households and housing units by jurisdiction within Sheboygan County in 2000 and in 2010. Only the City of Sheboygan and the Town of Mosel saw a decrease in the number of households (-2.3 percent and -0.6 percent, respectively) from 2000 to 2010; all other local jurisdictions gained households and housing units over this decade. Overall, Sheboygan County had a 6.5 percent increase in households from 2000 to 2010. The following jurisdictions had the largest (greater than ten percent) increases in households between 2000 and 2010:

1. Town of Sheboygan (39.6%);
2. Village of Glenbeulah (26.8%);
3. City of Sheboygan Falls (26.8%);
4. Village of Howards Grove (23.6%);
5. Village of Cedar Grove (20.5%);
6. Village of Waldo (16.6%);
7. City of Plymouth (13.7%);
8. Village of Oostburg (11.3%); and
9. Town of Mitchell (10.7%).

It should be noted that the number of persons per household in Sheboygan County decreased from 2.59 to 2.49 between 2000 and 2010. This is part of a trend that has been observed in the area since the mid-1990s, and is a trend that is expected to continue for many years to come.

Housing Units

Table 2.3 indicates that no municipalities saw decreases in the number of housing units from 2000 to 2010. Overall, Sheboygan County had a 10.5 percent increase in housing units over this decade. The following jurisdictions had the largest (greater than ten percent) increases in housing units between 2000 and 2010:

1. Town of Sheboygan (41.4%);
2. City of Sheboygan Falls (30.3%);
3. Village of Glenbeulah (27.5%);
4. Village of Howards Grove (24.9%);

5. Village of Cedar Grove (21.7%);
6. Village of Waldo (20.1%);
7. City of Plymouth (19.0%);
8. Village of Elkhart Lake (17.9%);
9. Village of Oostburg (15.9%);
10. Town of Lima (12.1%);
11. Town of Mitchell (11.9%);
12. Town of Rhine (10.8%);
13. Town of Lyndon (10.0%); and
14. Village of Kohler (10.0%).

The housing vacancy rate for Sheboygan County (percentage of housing units not occupied by households) was 5.2 percent in 2000, and increased to 8.6 percent in 2010.

Table 2.3: Household and Housing Unit Data by Jurisdiction (Sheboygan County)

Jurisdiction	Households		Housing Units	
	2000	2010	2000	2010
<u>CITIES</u>				
City of Plymouth	3,262	3,710	3,395	4,039
City of Sheboygan	20,779	20,308	21,762	22,339
City of Sheboygan Falls	2,745	3,480	2,826	3,681
<u>VILLAGES</u>				
Village of Adell	207	210	216	224
Village of Cascade	259	274	274	291
Village of Cedar Grove	699	842	724	881
Village of Elkhart Lake	436	457	599	706
Village of Glenbeulah	153	194	160	204
Village of Howards Grove	1,007	1,245	1,022	1,276
Village of Kohler	737	784	792	871
Village of Oostburg	980	1,091	996	1,154
Village of Random Lake	613	659	656	720
Village of Waldo	169	197	174	209
<u>TOWNS</u>				
Town of Greenbush	526	568	551	594
Town of Herman	574	611	592	646
Town of Holland	828	856	1,019	1,117
Town of Lima	1,008	1,089	1,029	1,153
Town of Lyndon	545	589	629	692
Town of Mitchell	419	464	437	489
Town of Mosel	310	308	323	328
Town of Plymouth	1,092	1,152	1,178	1,229
Town of Rhine	829	871	961	1,065
Town of Russell	140	149	149	156
Town of Scott	658	697	700	749
Town of Sheboygan	2,148	2,999	2,245	3,175
Town of Sheboygan Falls	657	706	675	736
Town of Sherman	533	566	544	597
Town of Wilson	1,235	1,314	1,323	1,445
County Total	43,548	46,390	45,951	50,766
2000 Persons per Household	2.59	2000 Housing Vacancy Rate	5.2%	
2010 Persons per Household	2.49	2010 Housing Vacancy Rate	8.6%	

Source: U.S. Bureau of the Census, 2000 and 2010; and Bay-Lake Regional Planning Commission, 2019.

Employment

Table 2.4 indicates employment in Sheboygan County (industry by occupation) in 2000 and in 2010.

Table 2.4: Employment (Sheboygan County), 2000 and 2010

Employment Category	Number Employed in 2000	Percent Employed in 2000	Number Employed in 2010	Percent Employed in 2010	Percent Change 2000 - 2010
Agriculture, forestry, fishing and hunting, and mining	1,158	1.9%	1,035	1.8%	-10.6%
Construction	3,290	5.5%	3,529	6.1%	7.3%
Manufacturing	22,760	38.3%	19,205	33.3%	-15.6%
Wholesale trade	1,479	2.5%	846	1.5%	-42.8%
Retail trade	5,717	9.6%	5,813	10.1%	1.7%
Transportation and warehousing, and utilities	1,690	2.8%	1,901	3.3%	12.5%
Information	810	1.4%	372	0.6%	-54.1%
Finance and insurance, and real estate and rental and leasing	2,490	4.2%	3,160	5.5%	26.9%
Professional, scientific, and management, and administrative and waste management services	2,879	4.8%	3,264	5.7%	13.4%
Educational services, and health care and social assistance	10,228	17.2%	10,584	18.4%	3.5%
Arts, entertainment, and recreation, and accommodation and food services	3,844	6.5%	5,034	8.7%	31.0%
Other services, except public administration	1,918	3.2%	2,112	3.7%	10.1%
Public administration	1,191	2.0%	820	1.4%	-31.2%
TOTAL	59,454	100.0%	57,675	100.0%	-3.0%

Source: U.S. Bureau of the Census, 2000 and 2010; and Bay-Lake Regional Planning Commission, 2019.

The most important employment sectors in 2000 and 2010 were manufacturing; educational services, health care and social assistance; and retail trade.

There were significant decreases in employment (more than 30 percent) from 2000 to 2010 in information; wholesale trade; and public administration. There were increases in employment (more than 25 percent) from 2000 to 2010 in arts, entertainment, and recreation, and accommodation and food services; and finance and insurance, and real estate, and rental and leasing. The county saw an overall employment decrease of 3.0 percent (across all sectors) between 2000 and 2010, largely due to the significant recession that started around 2008 and lasted for several months.

GENERAL DEVELOPMENT PATTERN

A detailed field inventory of land uses in Sheboygan County was conducted in 2002 by the Bay-Lake Regional Planning Commission. Updates was made in the two cities, two villages and six towns that constitute the Sheboygan metropolitan planning area in 2015. The updated land use information was then compiled into generalized land use categories, and is presented in Table 2.5 and in Map 2.2.

The total area of Sheboygan County is nearly 331,384 acres (Table 2.5). The vast majority of the county is comprised of agricultural land (crops and pasture, 177,132 acres or 53.5 percent); and woodland/natural areas (nearly 112,799 acres or 34.0 percent). Residential land comprises nearly 13,614 acres or 4.1 percent. Nearly 37,110 acres or about 11.2 percent of Sheboygan County is developed. Developed land is comprised of residential, commercial, industrial, transportation, communications/utilities, governmental/institutional, and parks and recreation related land uses.

Table 2.5: Land Use (Sheboygan County)

Land Use Type	Total Acres	% of Total Land	% of Developed Land
DEVELOPED			
Residential	13,613.8	4.1%	36.7%
Transportation	10,865.4	3.3%	29.3%
Parks and Recreation	5,158.6	1.6%	13.9%
Industrial	2,914.7	0.9%	7.9%
Commercial	1,964.7	0.6%	5.3%
Governmental/Institutional	1,716.1	0.5%	4.6%
Communications/Utilities	876.4	0.3%	2.4%
Total Developed Acres	37,109.7	11.2%	100.0%
UNDEVELOPED			
Agricultural	177,132.0	53.5%	60.2%
Woodlands/Natural Areas	112,798.8	34.0%	38.3%
Wetlands/Water Features	4,343.1	1.3%	1.5%
Total Undeveloped Acres	294,273.9	88.8%	100.0%
Total Land Area (Acres)	331,383.6	100.0%	NA

Source: Bay-Lake Regional Planning Commission, 2002, 2009 and 2015.



SHEBOYGAN COUNTY FAST FACTS:

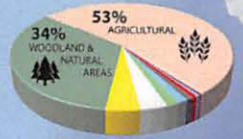
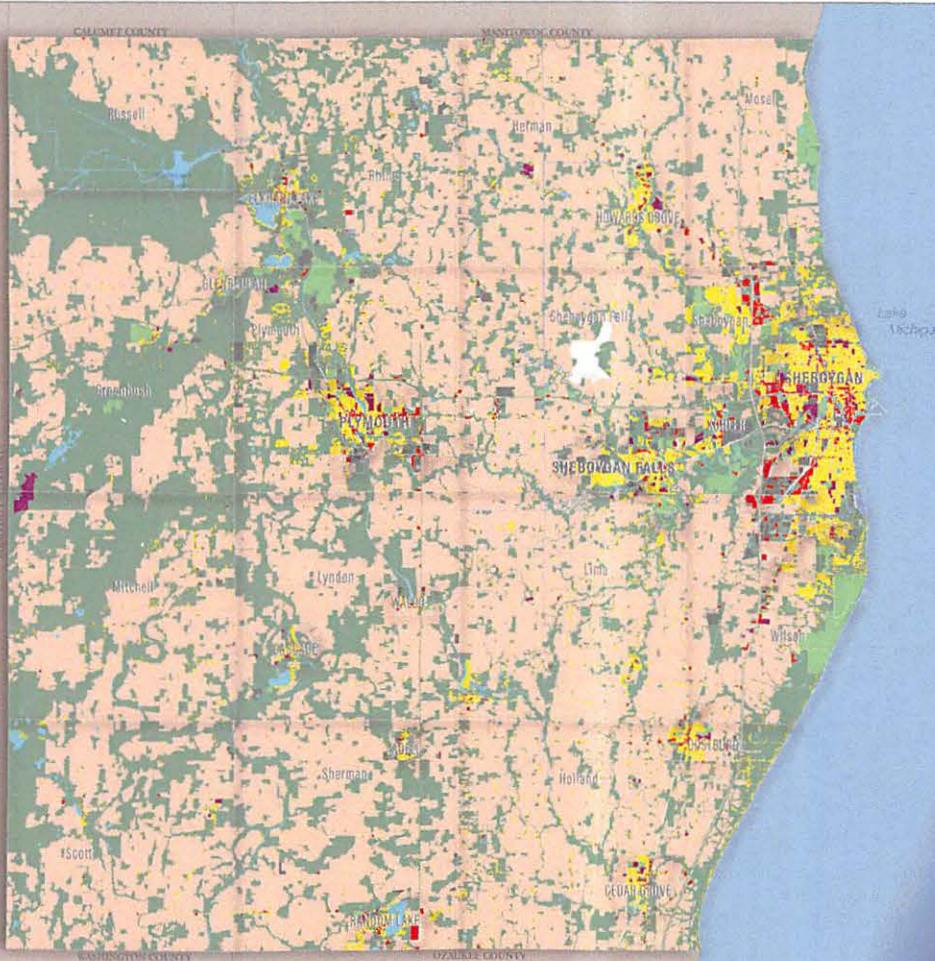
POPULATION: 115,507

AVERAGE AGE: 41.3

LAND AREA (ACRES): 331,413

AVERAGE COMMUTE TIME (MIN): 18.25





Land Use Categories

- Communication/Utilities (0.00%)
- Governmental/Institutional (0.70%)
- Commercial (0.00%)
- Industrial (0.00%)
- Wetlands/Water Features (2.08%)
- Parks and Recreation (0.00%)
- Transportation (1.20%)
- Residential (0.70%)
- Woodlands/Natural Areas (34.00%)
- Agricultural (53.00%)



Map 2.2 - Land Use

Sheboygan County Hazard Mitigation Plan
Sheboygan County, WI



January 2019 / Version 4.0 (JAN 2019) Sheboygan County, 2019 Bay Lake RPC, 2012-2015 (2019) Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a reproduction of records, information, and data used in a previous preparation and Bay Lake RPC is not responsible for any discrepancies herein contained.

CHAPTER 3: RISK ASSESSMENT

In order to more effectively evaluate potential hazard mitigation measures and develop useful strategies to address the risks associated with the identified hazards, a risk assessment has been prepared for Sheboygan County. The risk assessment identifies the hazards thought to pose the greatest risk to residents of the county, to profile the extent and severity of past hazard events that have affected the county, and to assess the vulnerability of the county to the risk of future hazard events.

HAZARD IDENTIFICATION

Although the county could potentially be at risk from several distinct hazards, this plan focuses on addressing the hazards that pose the greatest risk to people and property in the county. Identification of the hazards to be addressed was based on a priority rank ordering of the many different natural and man-made hazards identified in the *Resource Guide to All Hazards Mitigation Planning in Wisconsin* (prepared by the Association of Wisconsin Regional Planning Commissions through funding provided by WEM and FEMA).

Hazard Risk Assessment Survey

Members of the plan steering committee completed an update to the *Risk Assessment Matrix* worksheet in late April and early May of 2019. The worksheet with the average scores from the steering committee members is included in Appendix E.

Each plan steering committee member was asked to assign a risk rating (1 = low, 2 = moderate, and 3 = high) to the various risk assessment criteria for each identified hazard. The total number of points for each of the hazards was then calculated. An averaged summary of the risk rating for each hazard that was rated is as follows:

Table 3.1: Natural Hazards Risk Assessment Ranking

Rank	Natural Hazard	Risk Assessment Rating Total
1	Flooding	18
2	Tornadoes/High Winds*	17
3	Winter Storms	16
4	Lightning Storms/Thunderstorms	14
5	Fog	13
6	Coastal Hazards	12
7	Extreme Cold	12
8	Drought	11
9	Wildland Fires**	11
10 (tie)	Extreme Heat	11
10 (tie)	Landslide	11
12	Subsidence	10

*Emphasis was on high winds.

**Emphasis on wildland fires caused by man.

Source: Sheboygan County Hazard Mitigation Plan Steering Committee, 2019; and Bay-Lake Regional Planning Commission, 2019.

Table 3.2: Man-Made Hazards Risk Assessment Ranking

Rank	Man-Made Hazard	Risk Assessment Rating Total
1	Cybersecurity	14
2	Hazardous Materials*	13
3	Communicable Diseases	12
4	Water Supply Contamination	11
5	Violence	10

*Includes hazardous materials at a fixed facility, or transported via railway, roadway, waterway, pipeline or aircraft.

Source: Sheboygan County Hazard Mitigation Plan Steering Committee, 2019; and Bay-Lake Regional Planning Commission, 2019.

Table 3.3: Natural Hazard Occurrences Data (Sheboygan County), 1995-2018

Natural Hazard	# of Events ¹	Average #/Year	Risk ²	Deaths	Injuries	Reported Crop Damage	Reported Property Damage ³
Tornado/Strong Wind	64	3	High	0	0	\$76,200	\$1,701,000
Winter Weather/Storms	139	6	Very High	0	0	\$0	\$75,000
Flooding	22	0.9	Low	0	0	\$31,254,000	\$42,078,000
Dense Fog	80	3	High	10	40	\$0	ND
Lightning/Thunderstorms	99	4	High	0	3	\$166,000	\$4,182,500
Coastal Hazards	48	9	Very High	ND	ND	ND	ND
Excessive Heat	30	1	Moderate	0	3	\$0	\$0
Extreme Cold	28	1	Moderate	1	3	\$0	\$8,000
Drought	15	0.6	Low	0	0	\$150,000	\$0
Wildland Fires	ND	0	Low	ND	ND	ND	ND
Total Events	461	--	--	11	49	\$31,570,000	\$46,343,500

ND = No data/Not determined

1. January 1, 1995, to December 31, 2018 (24 years), with the exception of coastal hazards, which was June 1, 2014 - September 24, 2018.

2. Risk based on occurrences per year: Very High >5; High 3-4; Moderate 1-2; and Low <1

3. Does not factor in private losses for most occurrences.

Source: NOAA NCDC Storms Database, 1995 - 2018; and Bay-Lake Regional Planning Commission, 2019.

Natural Hazards Prioritization

The plan steering committee identified the following ranked natural hazards to be the focus of the plan assessment and mitigation action strategies. Ranking the potential risks associated with each natural hazard helped the steering committee prioritize the mitigation action strategies that are addressed later in the plan. The following natural hazards combined more than one listing from the NCDC data for consistency (the additional listings are provided in parentheses). The hazards are listed in order of their prioritized ranking.

1. Flooding (includes flash, riverine, lake, stormwater, dam failure flooding, and urban/small stream flooding);
2. Tornadoes/High Winds (includes funnel cloud, waterspout, thunderstorm winds, strong winds, and high winds);
3. Winter Storms (includes winter weather, snow, heavy snow, ice storms, freezing drizzle, freezing rain, blowing snow, glaze, and blizzards);
4. Lightning Storms and Thunderstorms (includes hail and heavy rain);
5. Fog;
6. Coastal Hazards;
7. Extreme Cold (includes cold, extreme wind chill, and wind chill);
8. Drought;
9. Wildland Fires;
10. Extreme Heat (includes record warmth and excessive heat) and Landslides (tied for 10th place); and

12. Subsidence.

Natural Hazard Events Historical Summary

Statistics on past hazard occurrences assisted the steering committee in ranking the natural hazards to be evaluated in the plan. The National Oceanic and Atmospheric Administration (NOAA) National Climatic Data Center (NCDC) publishes National Weather Service (NWS) data describing past weather events and the resulting deaths, injuries, and damages associated with each of these events. Event occurrence information is available at a local, county, or regional level – depending on the area covered by the hazard event. Historical hazard events were generally evaluated from January 1, 1995, through December 31, 2018, but coastal hazards were evaluated for the shorter time period of June 1, 2014, through September 24, 2018. The query for that time period resulted in 461 events recorded (Table 3.3).

The data from the NCDC shows that of the 461 events, the most prominent natural hazard events in Sheboygan County (for the last 24 years) have been winter weather and storms (139 events), lightning and thunderstorms (99 events), dense fog (80 events), and tornadoes and strong winds (64 events). Other events occurring fewer than 40 times in the county in the last 24 years include: excessive heat (30 events), extreme cold (28 events), flooding (22 events), and drought (15 events). Some of these hazard events were recorded for a larger regional area, or statewide. In addition, some of the common hazard events, such as lightning and thunderstorms, may only get recorded by the NCDC if they are extreme events that cause property damage, injury, or death. It is also estimated that there have been 48 coastal hazards over a more recent period (June 1, 2014, through September 24, 2018), while the number of wildland fire events has not been determined.

Some 11 deaths and 49 injuries were reported in Sheboygan County from natural hazard events in the last 24 years. Ten of those deaths and 40 of the injuries resulted from a dense fog event in October 2002 that caused a large multi-vehicle crash on Interstate Highway 43 in the Town of Holland. One other death and three injuries were due to extreme cold events, with three additional injuries due to lightning and thunderstorms, and with three other injuries due to excessive heat.

The most costly natural hazard in terms of property damage since 1995 has been flooding, which has resulted in over \$73 million in property damage (including crop damages). Other natural hazards in which over \$1 million in property and crop damage have occurred include tornadoes and strong wind, as well as lightning and thunderstorms. Hazards that had smaller amounts of property and crop damage include winter weather and storms, extreme cold, and drought.

Federal Disaster Declaration History

There have been 25 major (federal) disaster or emergency declarations issued for Wisconsin since 2000. Sheboygan County was included in four of the declarations.

On August 12, 1998, Sheboygan County was included in a major disaster declaration that was issued because of severe storms and flooding that occurred from August 5 – 7, 1998, and affected mostly five counties in Wisconsin (DR-1238).

On January 24, 2001, Sheboygan County was included in a "state of emergency" declaration "based on emergency measures performed to save lives and protect public health and safety resulting from record or near record snow from December 11 – 30, 2000." Some 14 Wisconsin counties were included in this declaration (EM-3163).

On June 18, 2004, Sheboygan County was included in a major disaster declaration that was issued as a result of severe storms and flooding that began on May 19, 2004. Sheboygan County qualified for individual assistance, but did not qualify for public assistance under this declaration. Some 44 Wisconsin counties were included in this declaration (DR-1526).

On June 14, 2008, Sheboygan County was included in a major disaster declaration that was issued because of property damage resulting from severe storms, tornadoes and flooding that occurred in June 2008, and affected 31 counties across the southern half of Wisconsin (DR-1768).

State Disaster Declaration History

There have been a total of 26 "state of emergency" (disaster) declarations issued wholly or partially for Sheboygan County (including statewide declarations) from January 1, 1995, through July 3, 2019. In Wisconsin, these declarations are made by the Governor via Executive Orders. Of these declarations, seven involved winter storms, seven involved drought (most of these were statewide declarations), five involved severe weather leading to flooding, four involved wildfires (all of these were statewide declarations), and one involved thunderstorms and high winds. In addition, two declarations were for man-made hazards, with one of these taking place in the aftermath of September 11, 2001, and with the other taking place due to an H1N1 influenza outbreak. It should be noted that several declarations involved subsequent Executive Orders that were used to respond to the original declared disaster, and sometimes, the disaster area was subsequently expanded from a smaller area to cover additional counties or the entire state.

Other Natural Hazards Determined Not to Pose a Significant Risk

The following natural hazards were determined to have a minimal chance of occurring or pose minimal risk to the safety of residents or property in Sheboygan County. These natural hazards are excluded from the full assessment, but are briefly discussed here to meet the comprehensive requirements for developing a natural hazards mitigation plan under Federal law.

Earthquakes

According to the U.S. Geological Survey (USGS), there have been 19 earthquake events in Wisconsin. The closest of these to Sheboygan County occurred in northern Ozaukee County (Lake Church) in 1956, as well as in Fond du Lac County in 1922. Where readings were available, these events were relatively small, most being 3.0 to 4.2 on the Richter Scale in intensity, and the largest being an intensity of 5.3 (Beloit, 1909), which may be strong enough to crack some plaster, but typically does not cause serious damage. Due to the lack of recent events, some geologists question whether many of these events were true earthquakes, but rather were quarry collapses, blasts, etc.

The nearest active earthquake fault outside of Wisconsin is the New Madrid Fault, which stretches from northeast Arkansas to southern Illinois. Sheboygan County falls within the second lowest earthquake hazard shaking area, which represents the levels of horizontal shaking which have a 1-in-50 chance of being exceeded in a 50 year period. Similarly, Sheboygan County falls within a 1%g to 2%g peak ground acceleration (PGA) zone as shown on the USGS PGA values map with a 10 percent chance of being exceeded over 50 years. Therefore, Sheboygan County is considered unlikely to be substantially affected by earthquakes in the long-term future. The earthquake threat to Sheboygan County is considered very low.

Landslides and Subsidence

The term "landslide" includes a wide range of ground movement, including rock falls, deep failure of slopes, and shallow debris flows. Although gravity acting on an overly steep slope is the primary reason for a landslide, there can be other contributing factors, such as erosion by rivers, excess weight from the accumulation of rain or snow, groundwater flow, or man-made and other structures stressing weak slopes to the point of failure. In addition, slope material that becomes saturated with water may develop a debris flow or mudflow.

The U.S. Geological Survey *Landslide Overview Map of the Conterminous United States* identifies low landslide risks for Sheboygan County. The majority of the land within Sheboygan County does not involve steep slopes and does not pose a landslide risk. The landslide risks associated with Lake Michigan are addressed as coastal bluff erosion under the previous "Coastal Hazards" section of this chapter.

Land subsidence is an event in which a portion of the land surface collapses or settles. Subsidence in Wisconsin typically occurs in areas of karst terrain (dolomite and limestone bedrock areas). Subsidence in karst terrains occurs where dissolution of bedrock by groundwater flow causes the creation of voids (i.e. caves). The land above these underground voids often appears normal until a critical amount below has been washed away and the soil surface can no longer support the weight and collapses, causing subsidence at the surface (i.e. sinkholes).

Sheboygan County lies within the area of risk in Wisconsin that has been identified by the Wisconsin Geologic and Natural History Survey. This area is delineated as a V-shaped swath across Wisconsin that extends southeast from St. Croix County along the Mississippi River, across the bottom two tiers of counties, and northeast along Lake Michigan up to Marinette County (Figure 1). However, being in an area of deeper karst potential (instead of the shallow karst areas) reduces the risk of subsidence in the county.

Man-Made Hazard Events Historical Summary

Statistics on past man-made hazard occurrences were acquired from the National Response Center, Oil and Chemical Spill Data Public Reports for hazardous materials data, and from the Sheboygan County Health and Human Services Department for communicable diseases. No information on water supply contamination or on violence was available. Hazardous materials occurrences were evaluated for the last 24 years from January 1, 1995, through December 31, 2018, while communicable disease incidences were evaluated for a 9 year period in which data were available from

January 1, 2010, through December 31, 2018. During the two periods in which data were collected, 1,458 man-made hazard events were recorded (Table 3.4).

The man-made hazard events data shows that of the 1,458 events, the most prominent man-made hazard in Sheboygan County has been communicable diseases (approximately 1,334 occurrences). Approximately 148 communicable disease occurrences are reported each year. Additionally, two deaths and 33 injuries were reported for 124 hazardous materials incidents (approximately five incidents per year). In the case of communicable diseases, 184 deaths were reported over the period between 2005 and 2015, or an average of nearly 17 deaths per year; the number of injuries from communicable diseases is likely higher, but has not been documented.

Table 3.4: Man-Made Hazard Occurrence Data, Sheboygan County

Man-Made Hazard	# of Events	Avg #/Year	Deaths	Injuries
Cybersecurity	0	0	0	0
Hazardous Materials ¹	124	5	2	33
Water Supply Contamination	0	0	0	0
Communicable Diseases ²	1,334	148	184	ND
Violence	0	0	0	0
Total	1,458	–	186	33

¹January 1, 1995, to December 31, 2018 (24 years)

²January 1, 2010, to December 31, 2018 (9 years) for number of events and average number per year, and January 1, 2005, to December 31, 2015 (11 years) for number of deaths.

Source: National Response Center, Oil and Chemical Spill Data Public Reports, 1995 – 2018; Wisconsin Department of Health Services, 2005 – 2015; Sheboygan County Department of Health and Human Services, 2010 – 2018; and Bay-Lake Regional Planning Commission, 2019.

Man-Made Hazards Prioritization

The plan steering committee identified the following ranked man-made hazards to be the focus of the plan assessment and mitigation action strategies. Ranking the potential risks associated with each man-made hazard helped the steering committee prioritize the mitigation action strategies that are addressed later in the plan. The following man-made hazards are listed in order of their prioritized ranking:

1. Cybersecurity;
2. Hazardous Materials;
3. Communicable Diseases;
4. Water Supply Contamination; and
5. Violence.

Other Man-Made Hazards Determined Not to Pose a Significant Risk

The following man-made hazards were determined to have a minimal chance of occurring or pose minimal risk to the safety of residents or property in Sheboygan County. These man-made hazards are excluded from the full assessment, but are briefly discussed here.

Transportation (Including Railway, Roadway, Waterway, and Airway) Incident

Transportation incidents include accidental and intentional crashes or collisions involving any means of transportation. Serious transportation incidents generally involve large commercial vehicles. These incidents can be the result of a number of causes,

including human error, mechanical failure, poor weather conditions, hijacking and sabotage.

Nuclear Power Plant Incident

A nuclear power plant incident can be defined as one that involves the uncontrolled release of potentially dangerous radioactive materials into the environment from a commercial nuclear power plant. A portion of the State of Wisconsin's total energy is provided by one nuclear power plant with two reactors; this plant is located within 50 miles of Sheboygan County. Another plant with one reactor (that was also within 50 miles of Sheboygan County) recently closed. To date, no nuclear power plant incidents have occurred that have affected Sheboygan County.

RISK AND VULNERABILITY ASSESSMENT

The risk and vulnerability assessment is intended to describe the frequency, severity and probability of future occurrences of hazards that could impact the planning area. The following hazard profiles attempt to historically describe the characteristics of each hazard and how they have affected the population, infrastructure and environment of the planning area, and the potential risk to the population and property that could occur because of each of these hazards.

Critical Facilities

Although the risk assessment focuses on the risk potential to the overall planning area, critical facilities are of particular concern. Critical facilities are necessary to preserve health, welfare and quality of life in the county, and fulfill important public safety, emergency response, and/or disaster recovery functions, or they house vulnerable populations (such as schools, childcare facilities and mobile home parks).

Critical facilities in the planning area have been identified and mapped, and are illustrated in Map 3.1. Table 3.5 lists the types of critical facilities in the planning area. There are 846 critical facilities in the county. The largest number of critical facilities (254) involves bridges.

Table 3.5: Critical Facilities by Type, Sheboygan County

Type	Total
Bridges	254
Hazardous Materials/Chemical/EPCRA	111
Communications Facility	99
Schools	57
Water Supply Facility	56
Assisted Living Facilities	35
Electric Power Plants and Substations	34
Government	33
Wastewater/Sewage Treatment Facility	28
Fire/Rescue	27
Natural Gas Facility	21
Dams	20
Hospitals/Clinics	15
Fuel Storage	14
Public Works	14
Manufactured Housing Community	12
Law Enforcement	10
Military Installations	3
Disaster Response	2
Airports	1
Total	846

Source: Bay-Lake Regional Planning Commission, 2019.

HAZARD PROFILES: NATURAL HAZARDS

Hazard profiles are intended to describe the frequency, severity, and probability of future natural hazards that could have an impact on Sheboygan County. These hazard profiles attempt to historically describe the cause and characteristics of each natural hazard and how they have impacted the population, infrastructure, and environment of the county. These potential risks are evaluated to determine their likelihood of recurrence and to gauge the impacts to the existing (or planned) population and property that could occur as a result of these hazards.

Natural hazard probabilities are represented as very high, high, medium, and low. Very high probability hazards are defined as hazards that occur an average of five or more times per year; high probability hazards are defined as hazards that occur an average of three to five times per year; medium probability hazards are those that occur an average of more than once per year but less than three times per year; and low probability hazards occur an average of less than once per year.

Tornado and High Wind

Description of Hazard







A tornado is a relatively short-lived storm comprised of an intense rotating column of air, extending from a thunderstorm cloud system. It is nearly always visible as a funnel, although its lower end does not necessarily touch the ground. Average winds in a

tornado, although never accurately measured, are between 100 and 200 miles per hour, but some tornadoes may have winds in excess of 300 miles per hour.

A tornado path averages four miles, but may reach up to 300 miles in length. Widths average 300 to 400 yards, but severe tornadoes have cut swaths a mile or more in width, or have formed groups of two or three funnels traveling together. On average, tornadoes move between 25 and 45 miles per hour, but speeds over land of up to 70 miles per hour have been recorded. Tornadoes rarely last more than a couple of minutes in a single location or more than 15 to 20 minutes in a ten mile area, but their short periods of existence do not limit their devastation of an area.

Table 3.6 shows the Fujita Scale, which is recognized as the acceptable tornado magnitude measurement rating.

Table 3.6: Tornado Magnitude Measurement, Fujita Scale

EF Rating	Wind Speeds	Expected Damage	
EF-0	65-85 mph	'Minor' damage: shingles blown off or parts of a roof peeled off, damage to gutters/siding, branches broken off trees, shallow rooted trees toppled.	
EF-1	86-110 mph	'Moderate' damage: more significant roof damage, windows broken, exterior doors damaged or lost, mobile homes overturned or badly damaged.	
EF-2	111-135 mph	'Considerable' damage: roofs torn off well constructed homes, homes shifted off their foundation, mobile homes completely destroyed, large trees snapped or uprooted, cars can be tossed.	
EF-3	136-165 mph	'Severe' damage: entire stories of well constructed homes destroyed, significant damage done to large buildings, homes with weak foundations can be blown away, trees begin to lose their bark.	
EF-4	166-200 mph	'Extreme' damage: Well constructed homes are leveled, cars are thrown significant distances, top story exterior walls of masonry buildings would likely collapse.	
EF-5	> 200 mph	'Massive/incredible' damage: Well constructed homes are swept away, steel-reinforced concrete structures are critically damaged, high-rise buildings sustain severe structural damage, trees are usually completely debarked, stripped of branches and snapped.	

Source: NOAA National Weather Service, 2011.

The destructive power of the tornado results primarily from its high wind velocities and sudden changes in pressure. Wind and pressure differentials probably account for 90 percent of the damage caused by tornadoes. Since tornadoes are generally associated with severe storm systems, they are usually accompanied by hail, torrential rain and intense lightning. Depending on their intensity, tornadoes can uproot trees,

down power lines and destroy buildings. Flying debris can cause serious injury and death.

On the basis of 40 years of tornado history and more than 100 years of hurricane history, the United States has been divided into four zones that geographically reflect the number and strength of extreme wind storms. The zone which includes most of the southern two-thirds of Wisconsin (known as Zone IV) has experienced the most and the strongest tornado activity that has affected the entire U.S., with wind speeds of up to 250 miles per hour being recorded at some point. This zone includes the entire county for this Hazard Mitigation Plan.

Wisconsin lies along the northern edge of the nation's maximum frequency belt for tornadoes (commonly known as "tornado alley"), which extends northeastward from Oklahoma into Iowa and then across to Michigan and Ohio. Generally, the southern and western portions of Wisconsin have a higher frequency of tornadoes; however, every county in Wisconsin has had tornadoes and is considered to be susceptible to a tornado disaster. Tornadoes have occurred in Wisconsin in every month except February.

Wisconsin's tornado season runs from the beginning of April through September. The most severe tornadoes statewide typically occur during the months of April, May and June. Many tornadoes strike in late afternoon or early evening. However, tornadoes have occurred during other times of the day. Personal property damage, deaths, and injuries have and will continue to occur due to tornado events in Wisconsin.

Previous Significant Hazard Occurrences

According to National Climatic Data Center (NCDC), Sheboygan County has experienced 64 significant tornado/high wind events in the last 24 years from January 1, 1995, to December 31, 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences approximately three significant tornado/high wind event each year. The majority of these events are high wind events.

Probability of Hazard Occurring in the Future

Based on the hazard frequency, Sheboygan County is considered to have a **high** probability of experiencing a tornado or high wind event in any given year.

Areas at Greatest Risk

Tornadoes/high winds have no defined hazard area within the county. Past events have been relatively uniform across the planning area; however, mobile home residents are often most vulnerable to death, injury, and property damage from tornadoes. Therefore, mobile home parks in the planning area are the areas of greatest risk from this hazard.

Impacts from Hazard

Death and Injury

No deaths and no injuries were reported from tornado/high wind events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Structures at Risk

Although tornadoes strike at random, making all buildings vulnerable, there are three types of structures that are most likely to suffer damage. These structure types include mobile homes, homes on crawlspaces (because they are more susceptible to lift), and buildings with large spans (such as airplane hangars, gymnasiums, warehouses and factories).

Structures within the direct path of a tornado vortex are often reduced to rubble. However, structures adjacent to the path of the tornado are often severely damaged by high winds flowing into the tornado vortex (these winds are known as inflow winds). It is here, adjacent to the tornado's path, where the building type and construction techniques are critical to the structure's survival.

Similar to severe thunderstorms, street signs often face disrepair after tornadoes, and debris often litters streets and highways following a tornado, requiring clean-up. Downed trees caused by tornadoes can be problematic in terms of impacting infrastructure (transportation, sewer, water, etc.) as well as critical facilities.

Critical Facilities

Hospitals can see increases in patient loads following tornadoes. Schools can sustain damage, and if they do not sustain damage, they often function as temporary shelters in the aftermath of tornadoes. Police and fire departments often see an increased workload during and after tornadoes.

Any critical facility in the planning area is capable of being hit. However, schools are a main concern for two reasons: (1) they have large numbers of people present, either during school or as a storm shelter; and (2) they have large span areas, such as gyms and theaters.

Economic Impacts

A tornado can have a significant economic impact to a local economy due to irrecoverable businesses and infrastructure damages. A heavily damaged business (especially one that was struggling to make a profit) often never reopens after the hazard event.

Infrastructure damage is usually limited to above ground utilities, such as power lines. Damage to utility lines can usually be repaired or replaced relatively quickly. Damage to roads and to railroads is also localized; if these facilities cannot be repaired promptly, alternate transportation routes are usually available.

Public expenditures include search and rescue, shelters, and emergency protection measures. The greatest public expenditures for a community result from repairs to public facilities, and clean up and disposal of debris. Most public facilities are insured, so the economic impact on the local treasury is likely to be small. Clean up and disposal can be a larger problem, especially if there is limited landfill capacity near the damage site.

Property Damage

Reported property damage (including crop damage) from significant tornado/high wind events for Sheboygan County has totaled approximately \$1,777,200 over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Estimate of Potential Dollar Losses

Since mobile homes are especially vulnerable to tornadoes, a "worst case scenario" for this hazard would involve the total destruction of all mobile homes in the county. In such a "worst case scenario," the total destruction of all buildings and facilities in the 12 mobile home parks in the county would result in estimated dollar losses of approximately \$9.44 million, along with an additional estimated value of building contents of \$4.72 million (calculated as 50 percent of the building value), for a total estimate of potential dollar losses of \$14.16 million.

Winter Storm

Description of Hazard

Winter storms can vary in size and strength, and can include heavy snow storms, blizzards, freezing rain, sleet, ice storms and blowing and drifting snow conditions. Extremely cold temperatures accompanied by strong winds can result in wind chills that cause bodily injury such as frostbite and death. Winter storms can occur as a single event or they can occur in combination, which can make an event more severe. For example, a moderate snowfall could create severe conditions if it were followed by a freezing rain and subsequent extremely cold temperatures. The aftermath of a winter storm can impact a community or region for weeks, and even months.

A variety of weather phenomena and conditions can occur during winter storms. For purposes of classification, the following are National Weather Service approved descriptions of winter storm elements:

Heavy Snowfall – the accumulation of six or more inches of snow in a 12-hour period, or eight or more inches in a 24-hour period.

Winter Storm – the occurrence of heavy snowfall accompanied by significant blowing snow, low wind chills, sleet or freezing rain.

Blizzard – the occurrence of sustained wind speeds in excess of 35 miles per hour accompanied by heavy snowfall or large amounts of blowing or drifting snow.

Ice Storm – an occurrence where rain falls from warmer upper layers of the atmosphere to the colder ground, freezing upon contact with the ground and exposed objects near the ground.

Freezing drizzle/freezing rain – the effect of drizzle or rain freezing upon impact on objects that have a temperature of 32 degrees Fahrenheit or below.

Sleet – solid grains or pellets of ice formed by the freezing of raindrops or the refreezing of largely melted snowflakes. This ice does not cling to surfaces.

Wind chill – an apparent temperature that describes the combined effect of wind and low air temperatures on exposed skin.

Much of the snowfall in Wisconsin occurs in small amounts of between one and three inches per occurrence. Heavy snowfalls (producing at least eight to ten inches of accumulation) happen on the average only five times per season. True blizzards are rare in Wisconsin, and are more likely to occur in northwestern Wisconsin than in southern portions of the state, even though heavy snowfalls are more frequent in southeastern Wisconsin. However, blizzard-like conditions often exist during heavy snow storms when gusty winds cause the severe blowing and drifting of snow.

Both ice and sleet storms can occur at any time throughout the winter season from October into April. Early- and late-season ice and sleet storms are generally restricted to northern Wisconsin. Otherwise, the majority of these storms occur in southern Wisconsin. In a typical winter season, there are three to five freezing rain events, and a major ice storm occurs on a frequency of about once every other year. If a half inch of rain freezes on trees and utility wires, extensive damage can occur, especially if accompanied by high winds that compound the effects of the added weight of the ice. There are also between three and five instances of glazing (less than one quarter inch of ice) throughout Wisconsin during a normal winter.

Winter storms present a serious threat to the health and safety of affected citizens, and can result in significant damage to property. This can occur when the heavy snow or accumulated ice causes structural collapse of buildings, downs power lines, severely affects electrical power distribution, or cuts off people from assistance or services.

Winter storms in Wisconsin are caused by Canadian and Arctic cold fronts that push snow and ice deep into the interior of the United States.

Previous Significant Hazard Occurrences

According to National Climatic Data Center (NCDC), Sheboygan County has experienced 139 significant winter storm events in the last 24 years from January 1, 1995, to December 31, 2018. Many of these hazard events may not have been specific to Sheboygan County, and may have been recorded for a larger regional area.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences approximately six significant winter storm events per year.

Probability of Hazards Occurring in the Future

Based on the hazard frequency, Sheboygan County is considered to have a **very high** probability of experiencing a significant winter storm event in any given year.

Winter storms tend to be a regional phenomenon in that they affect much of eastern Wisconsin on nearly all of the occasions in which they affect Sheboygan County.

Areas at Greatest Risk

Winter storms have no defined hazard area within the planning area. Past events have been relatively uniform across the planning area or the larger regional area.

Impacts from Hazard

Death and Injury

No deaths or injuries have been reported from significant winter storm events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Structures at Risk

Occasionally, heavy snow or accumulated ice will cause structural collapse of buildings (particularly roofs), but most buildings are now constructed with low temperatures, snow loads and ice storms in mind. In addition, with the modern focus on energy conservation, buildings are much better insulated than they were in the past. Therefore, for the most part, winter storms do not have a major impact on buildings in the planning area.

The major impacts of winter storms on infrastructure are to utilities and roads. Power lines and tree limbs can be coated with heavy ice in some winter storms, resulting in disrupted power and telephone service, often for days. Cable and satellite television services can also be negatively impacted in certain winter storm events. In the case of transportation, even small accumulations of ice can be extremely dangerous to motorists and pedestrians. Bridges and overpasses are particularly dangerous because they freeze before other surfaces.

Critical Facilities

Street and road crews have an increased burden of snow removal (and salting in the case of ice storms) during and after winter storms. In some cases, winter storms can be so severe that these crews have to be called off the road for a period of time.

Hospitals and clinics can treat additional patients for frostbite, pedestrian and vehicular accident injuries, and conditions resulting from the shoveling of heavy snow during and following winter storms. Sometimes, these very hospitals and clinics have difficulty getting their own staff to report to work because of the storm, which increases the work load for the staff that is already there (double shifts, etc.).

Police department staff needs to respond to additional accidents. Utility and telephone companies need to respond to downed electrical and telephone lines, especially in the case of ice storms. Rescue services can receive more calls because of accidents or health related circumstances. Schools may need to have early dismissal or cancel classes altogether. Shelters may take in additional homeless persons during winter storm events as well, although this has been less of an issue in Sheboygan than it has been in larger cities.

Economic Impacts

Loss of power often means that businesses and manufacturing concerns must close down. Loss of access due to snow or ice covered roads can have a similar effect, especially when trucks cannot travel on major thoroughfares to make "just in time" deliveries to business and industry in the planning area. The effects are particularly difficult when the storm is widespread.

Property Damage

Reported property damage from significant winter storm events for Sheboygan County has totaled approximately \$75,000 over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data. No crop damage was reported from these events.

Estimate of Potential Dollar Losses

An estimate of potential dollar losses cannot be calculated for winter storm events, since no vulnerable structures have been identified. Based on previous damages reported by the NCDC, property damage from winter storms has been minimal over the past 24 years.

Lightning Storm and Thunderstorm

Description of Hazard

Lightning storms and thunderstorms include hail, thunderstorm winds, strong winds and high winds. Thunderstorms are most likely to happen in the spring and summer months and during the afternoon and evening hours, but can occur throughout the year and at all hours. The biggest threats from thunderstorms are lightning, high winds and hail.

Lightning, which occurs during all thunderstorms, can strike anywhere. Generated by the buildup of charged ions in a thundercloud, the discharge of a lightning bolt interacts with the best conducting object or surface on the ground. The air in the channel of a lightning strike reaches temperatures higher than 50,000 degrees Fahrenheit. The rapid heating and cooling of the air near the channel causes a shock wave which produces thunder.

Thunderstorms winds include downburst winds and high winds. Downburst winds are strong, concentrated, straight-line winds created by falling rain and sinking air that can reach speeds of 125 miles per hour. High winds are high speeds winds that can be as damaging as a tornado, but remaining nearly straight line and are not the rotating column of air that is characteristic of a tornado.

Hailstones are ice crystals that form within a low pressure front due to warm air rising rapidly into the upper atmosphere and the subsequent cooling of the air mass. Frozen droplets gradually accumulate on the ice crystals until, having developed sufficient weight, they fall as precipitation. The size of hailstones is a direct function of the severity and size of the storm. Significant damage does not result until the hailstones reach 1.5 inches in diameter, which occurs in less than half of all hailstorms.

The National Weather Service classifies a thunderstorm as severe if its winds reach or exceed 58 miles per hour, produces a tornado, or drops surface hail at least 0.75 inch in diameter. Compared with other atmospheric hazards (such as tropical cyclones and winter low pressure systems), individual thunderstorms affect relatively small geographic areas. The average thunderstorm system is approximately 15 miles in diameter, covers 75 square miles, and lasts less than 30 minutes at a single location. However, weather monitoring reports indicate that coherent thunderstorm systems can travel intact for distances in excess of 600 miles.

Previous Significant Hazard Occurrences

According to National Climatic Data Center (NCDC), Sheboygan County has experienced 99 significant lightning storm/thunderstorm events in the last 24 years from January 1, 1995, to December 31, 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences approximately four significant lightning storm/thunderstorm events per year.

Probability of Hazard Occurring in the Future

Based on the hazard frequency, Sheboygan County is considered to have a **high** probability of experiencing a significant lightning storm and/or thunderstorm event in any given year.

Areas at Greatest Risk

Based on review of the historic patterns of lightning storms and thunderstorms, there are no specific areas that are a higher than average risk. The events are relatively uniform throughout Sheboygan County. However, mobile home residents are often most vulnerable to death, injury and property damage from lightning storms and thunderstorms. Therefore, mobile home parks in the planning area are the areas of greatest risk from this hazard.

Impacts from Hazard

Death and Injury

No deaths, but three injuries from lightning storms/thunderstorms have been reported for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Structures at Risk

Mobile homes are at a high risk to damage from thunderstorms. Garages are also frequently damaged by thunderstorms. Wind and water damage can result when windows are broken by flying debris or hail. Lightning can cause direct damage to structures (especially those without lightning protection systems), and can cause fires that damage trees and structures. In addition, hail can inflict severe damage to roofs, windows and siding, depending on hailstone size and winds. Downed trees and limbs cause frequent damage to structures during lightning storms and thunderstorms.

Critical Facilities

Hospitals can see increases in patient load with sufficiently severe lightning storms and thunderstorms. Schools can sustain damage, and if they do not sustain damage, they often function as temporary shelters in the aftermath of severe thunderstorms. Police and fire departments often see an increased workload during and after lightning storms and/or severe thunderstorms. Emergency operations can be disrupted, as lightning storms and thunderstorms affect radio communications, since antennas are a prime target for lightning.

Economic Impacts

Reported property damage (including crop damage) from significant lightning storms and thunderstorms for Sheboygan County has totaled approximately \$4,348,500 over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Estimate of Potential Dollar Losses

Since mobile homes are especially vulnerable to tornadoes, a "worst case scenario" for this hazard would involve the total destruction of all mobile homes in the county. In such a "worst case scenario," the total destruction of all buildings and facilities in the 12 mobile home parks in the county would result in estimated dollar losses of approximately \$9.44 million, along with an additional estimated value of building contents of \$4.72 million (calculated as 50 percent of the building value), for a total estimate of potential dollar losses of \$14.16 million.

Flooding

Description of Hazard

Floods happen when the water draining from a watershed, whether from rainfall or melting snow, exceeds the capacity of the river or stream channel to hold it. Water overflows onto the nearby low-lying lands (floodplains). In hilly and mountainous areas, flooding is likely to be rapid, deep and dangerous. In relatively flat floodplains, land may stay covered with shallow, slow moving water for days or even weeks.

Dam failure flooding occurs when flood waters exceed the capacity of the dam and the water overtops the dam or during structural failure of the dam. In extreme cases, dam failure can occur with little warning, and can result in the loss of life and significant property damage in areas downstream of the dam.

Previous Significant Hazard Occurrences

According to National Climatic Data Center (NCDC), Sheboygan County has experienced 22 significant flooding events in the last 24 years from January 1, 1995, to December 31, 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences less than one significant flooding event each year.

Probability of Hazard Occurring in the Future

FEMA uses the "base" flood as the basis for its regulatory requirements and flood insurance ratings. The hazards mitigation plan also uses the base flood for planning purposes. The base flood is the one percent chance flood, or the flood that has a one percent (one out of 100) chance of occurring in any given year. The one percent chance flood is commonly referred to as the "100-year flood."

Based on the hazard frequency, Sheboygan County is considered to have a **low** probability of sustaining a 100-year flood in any given year.

Areas at Greatest Risk

The areas at greatest risk from flooding include the "100-year floodplain" areas of Sheboygan County. FEMA Flood Insurance Rate Maps also call this the Special Flood Hazard Area, or "A Zone." The base floodplains for the planning area are shown in Map

3.2. Properties that potentially lie within the floodplain and would be affected by the 100-year flood are shown in Map 3.4.

The areas of greatest risk from dam failure flooding are those areas within the hydraulic shadow of a dam or large dams. The hydraulic shadow of the dam is the area of land downstream from a dam that would be inundated by water upon failure of the dam during the regional flood (100-year flood).

As identified by the WDNR, there are a total of 35 dams in Sheboygan County. Of these, 10 are classified by the WDNR as large dams, meaning they have a structural height of over six feet and impound 50 acre-feet or more or they have a structural height of 25 feet or more and impound 15 acre-feet or more. Another 22 dams located in the county are classified as small dams, with three dams of unspecified size. The WDNR assigns hazard ratings to dams within the state based on existing land use and land use controls (zoning) downstream of the dam. A high hazard rating indicates that a failure would likely result in loss of life. A significant hazard rating indicates that a failure could result in significant property damage. A low hazard rating is given when a failure would result in only minimal property damage and loss of life is unlikely. In Sheboygan County, there are three large dams that have high hazard ratings, including: the Franklin Volunteer Fire Department dam over the Sheboygan River in the Town of Herman; the Hingham Sanitary District dam over the Onion River in the Town of Lima; and the dam over the Onion River in the Village of Waldo. No large dams had significant hazard ratings, and seven large dams had low hazard ratings. Map 3.6 displays the dams in the county and their respective hazard ratings.

Impacts from Hazard

Death and Injury

No death or injuries from flooding has been reported for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Structures at Risk

Analysis of the data used to produce Map 3.4 indicates that structures on 2,991 parcels (covering nearly 25,169 acres) could potentially be impacted by the base flood in the planning area. Any parcel touching the boundaries of the 100-year floodplain was considered for this analysis. Therefore, if a structure exists on a parcel that was included, it is possible that it may not be located within the boundaries of the 100-year floodplain. The number of parcels containing buildings that could potentially be impacted by the base flood in each town also includes the incorporated cities and villages within the territory of the corresponding township and range for the town. Numerous additional parcels currently without structures have the potential for development, and are located in the base floodplain.

A review of FEMA flood loss statistics from January 1, 1978, through March 31, 2019, indicates that there were 45 claims in Sheboygan County involving a total value of over \$330,800. As of March 31, 2019, there were 168 policies in force in Sheboygan County for nearly \$168,400 in total premiums providing \$45,320,800 in total coverage. (FEMA National Flood Insurance Program, W2RC1040).

Repetitive Loss Properties

Repetitive loss structure is a term that is usually associated with the National Flood Insurance Program (NFIP) to describe a structure, covered by a contract of flood insurance under the NFIP, that has suffered flood damage on two or more occasions over a 10-year period ending on the date when a second claim is made, in which the cost to repair the flood damage, on average, equals or exceeds 25 percent of the market value of the structure at the time of each flood loss event. For the Community Rating System (CRS) of the NFIP, a repetitive loss property is any property on which the NFIP has paid two or more flood claims of \$1,000 or more in any given 10-year period since 1978. A repetitive loss structure is important to the NFIP, since structures that flood frequently put a strain on the flood insurance fund. It should also be important to a community because residents' lives are disrupted and may be threatened by the continual flooding.

There is one repetitive loss property in Sheboygan County. This property is a non-residential property that has had two claims (in 1986 and 1987) for damages to contents for a total claim amount of \$10,177. There have been no claims for this property since 1987, and no mitigation has been undertaken.

Critical Facilities

Analysis of the GIS data used to produce Map 3.5 indicates that there are 191 critical facilities located within 100-year floodplains in Sheboygan County. Table 3.7 lists the critical facility types of those facilities potentially within the 100-year floodplains. Of the 191 critical facilities potential in floodplains, 152 are bridges and 16 are dams.

Table 3.7: Critical Facility Types within the 100-Year Floodplains

Type	Total
Bridges	152
Dams	16
Wastewater/Sewage Treatment Facility	7
Public Works	3
Water Supply Facility	3
Communications Facility	2
Fuel Storage	2
Natural Gas Facility	2
Electric Power Plant	1
Fire/Rescue	1
Manufactured Housing Community	1
Schools	1
Grand Total	191

Source: Bay-Lake Regional Planning Commission; 2019.

Economic Impacts

Property Damage

Reported property damage (including crop damage) from flooding in Sheboygan County has totaled \$73,332,000 over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Value of Structures at Risk

The value of all 2,991 at-risk structures in the floodplains of the county is estimated at \$618,117,600. This information was obtained from Sheboygan County database on improved values of real property. The parcel map and the 100-year floodplains were merged to determine at-risk structures in the planning area.

Transportation Route Interruptions

Loss of road access is a major flood impact that affects all residents and businesses, not just those who own property in the floodplain. Sometimes, the loss is temporary, such as during a flood. However, on some occasions, the loss of transportation lasts well after the disaster. When a flood washes out roads, bridges, or railroads, it can be weeks or months before they are repaired and reusable. A key evacuation and safety concern is when roads and bridges go under water. Generally, the larger the road, the more likely it will not flood, but this is not always the case.

Analysis of GIS data indicates that there are 152 bridges that could potentially be underwater during a base flood. There may be several additional bridges in areas that are not included in the mapped 100-year flood zones, such as areas located along small tributary streams.

Estimate of Potential Dollar Losses

The following is an estimate of potential dollar losses to vulnerable structures. "Vulnerable structures" are those structures located in the 100-year flood hazard area, as identified in Map 3.4. Since there is no reliable building height data for buildings in these flood hazard areas, a "worst case scenario" of total structural damage for buildings in all of the flood zones of the planning area was assumed in estimating potential dollar losses to vulnerable structures. Building height and elevation data should be collected in the future in order to better assess the risks of damage to structures because of the flood hazard.

It is estimated that approximately \$618,117,600 in losses would occur with the 100-year flood in zones projected to be impacted by the 100-year flood in a "worst case scenario" of total structural damage for buildings in all of the flood zones in the county.

This information was obtained from a Sheboygan County database on assessed values of real property. This only involves damage to structures themselves, and may not account for damage to personal property inside or adjacent to vulnerable structures.

In addition, there may be areas outside the 100-year flood zones that will flood during an event of that magnitude (or even of lesser magnitude); this planning process has no way of knowing the susceptibility of flooding outside of flood events that have been previously mapped by other governmental agencies.

Development in Areas Subject to Flooding

Sheboygan County regulates development within the floodplain through its comprehensive Floodplain Ordinance, which is Chapter 73 of the Sheboygan County Code of Ordinances. Sheboygan County also has a Shoreland Ordinance (Chapter 72, Sheboygan County Code of Ordinances). These ordinances can be useful tools in keeping inappropriate development out of many flood hazard zones in the planning area.

In addition to the county, some local jurisdictions have developed their own ordinances to deal with development in these areas. In 1992, the Village of Oostburg adopted a Shoreland-Wetland Zoning Ordinance (Ordinance 1-1992) under Chapter 6 of its Zoning Ordinances. In addition, in 1998, under Chapter 10, the village adopted a Floodplain Zoning Ordinance (Ordinance 1-1998). As part of its Municipal Code, the Village of Elkhart Lake has also adopted a Shoreland-Wetland Code and Shoreland Regulations, both of which help to direct development in these sensitive areas.

Comprehensive planning is another means by which communities address development in areas subject to flooding. Various comprehensive plans produced for Sheboygan County and local communities in the county have addressed regulation of development in floodplains, watersheds, and natural resource areas in various ways. Most of these plans addressed this in their goals, objectives and policies; through the natural resources chapter (or equivalent) in the plan; and through the future plan design (future land use) chapter of the plan. All communities (as well as the county) have a comprehensive plan that addresses regulation of development in floodplains, watersheds and natural resource areas in some manner.

The Bay-Lake Regional Planning Commission, the regional planning entity for northeastern Wisconsin (which includes Sheboygan County), also has tools to keep development out of flood hazard zones in the planning area. The Commission develops sewer service area plans for the Sheboygan urbanized area, which take into account preservation of natural features and minimization of future development in flood hazard areas near bodies of water. The Commission reviews proposals for development in the Sheboygan urbanized area for consistency with the sewer service area plan. The Commission also developed an environmental corridor definition and map of all of Sheboygan County, which is used to comment on development proposals.

NFIP Participation

Sheboygan County has participated in the FEMA National Floodplain Insurance Program (NFIP) since July 1978 by adopting and enforcing floodplain management ordinances to reduce future flood damage. In exchange, the NFIP makes federally backed flood insurance available to homeowners, renters and business owners in the county.

In addition, the following incorporated communities are participating in the NFIP:

- City of Sheboygan (since June 1974);
- City of Sheboygan Falls (since November 1973);
- City of Plymouth (since November 1974);
- Village of Cascade (since May 1974);
- Village of Howards Grove (since April 2009);
- Village of Kohler (since February 1974);
- Village of Oostburg (since June 1974); and
- Village of Random Lake (since June 1974).

Non-Participation in the NFIP

The Villages of Adell and Elkhart Lake are not participating in NFIP as of May 2019. Since there are no special flood hazard areas (SFHAs) within their municipal boundaries, neither was provided a floodplain map after they were mapped in 2009. Neither the Village of Adell nor the Village of Elkhart Lake has been asked to participate in the NFIP, and therefore, neither is participating.

NFIP Suspension/Sanctions

The Village of Waldo began participating in the NFIP in December 1974, but was suspended in July 1987. In addition, the Villages of Cedar Grove and Glenbeulah began participating in the NFIP in April 2009, but were sanctioned in April 2010.

The National Flood Insurance Act of 1968 prohibits FEMA from providing flood insurance in a community unless the community adopts and enforces floodplain management regulations that meet or exceed minimum NFIP criteria. A community can be suspended from the NFIP for failure to adopt compliant floodplain management measures or if it repeals or amends previously compliant floodplain management measures. A community can also be suspended from the NFIP for failure to enforce its floodplain management regulations. New flood insurance coverage cannot be purchased and policies cannot be renewed in a suspended community.

Excessive Heat

Description of Hazard

Excessive heat (often referred to as a heat wave) is primarily a public health concern. During extended periods of very high temperatures or high temperatures with high humidity, individuals can suffer from several ailments, including heat exhaustion and heat stroke. Heat stroke is a particularly life-threatening condition that requires immediate medical attention. In addition to posing a public health hazard, periods of excessive heat usually result in high electrical consumption, which can cause power outages and brown outs. The elderly, disabled and other vulnerable populations are especially susceptible to extreme heat.

Previous Significant Hazard Occurrences

According to National Climatic Data Center (NCDC), Sheboygan County has experienced 30 significant excessive heat events in the last 24 years from January 1, 1995, to December 31, 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences approximately one significant excessive heat event each year.

Probability of Hazard Occurring in the Future

Based on the hazard frequency, Sheboygan County is considered to have a **moderate** probability of experiencing a significant excessive heat event in any given year.

Extreme heat episodes tend to be a regional phenomenon in that they affect much of eastern Wisconsin on nearly all of the occasions in which they affect the planning area.

Areas at Greatest Risk

Excessive heat events have no defined hazard area within the planning area. Past events have been relatively uniform across the planning area. However, proximity to Lake Michigan can provide some degree of relief from the heat under the right meteorological conditions.

Impacts from Hazard

Death and Injury

No deaths and three injuries have been reported from significant excessive heat events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data. However, on a wider scale, 57 deaths occurred during one statewide event that occurred in July 1995 and impacted all of Wisconsin.

Structures at Risk

While there are no direct impacts on buildings, periods of excessive heat can impact the ability of buildings to be comfortable and safe for human habitation. Periods of excessive heat usually result in high electrical consumption for air conditioning, which can cause power outages and brown outs.

There are few impacts of extreme heat on publicly owned infrastructure. One exception involves the buckling of certain streets and highways, which need to be repaired immediately.

Critical Facilities

Utilities may see peak demand for electricity during excessive heat episodes. There have been fears that an extreme heat episode could cause the power grid to collapse in a manner similar to what was experienced in the northeastern United States and in eastern Canada in the summer of 2003. Hospitals and clinics will likely experience an increased demand due to heat related illnesses during an excessive heat episode. In some cases, rescue services will experience an increased demand due to these same heat related illnesses. If school is in session during the excessive heat episode, area school districts may dismiss classes early in the day, at least in older schools without air conditioning. Emergency shelters will experience higher demand during the extreme heat episode, with some emergency shelters being set up specifically in response to the episode. Finally, there is likely to be increased water demand during the episode, both for human consumption as well as for lawn watering in the event that the excessive heat episode includes a drought.

Economic Impacts

Economic impacts of an extreme heat episode which can affect private businesses and consumers include higher electrical consumption and increased demands for medical treatment. Local governments may need to incur expenses when repairing streets and highways in the planning area that have been damaged due to buckling. If area school districts need to call off school early on excessive heat days, there may be expenses involved with early busing and with paying staff for a full day while only having the benefit of a partial day of instruction (or possibly extending the school year if class is cancelled). Non-profit organizations will incur expenses in the provision of emergency shelters. The water utility will incur the expenses involved with additional

demand for water during excessive heat episodes, and these expenses will be passed on to area consumers.

One less tangible economic impact of excessive heat involves lower productivity from persons who must work outside or in less than ideal conditions. In addition, people will be less motivated to shop at local businesses and may defer non-essential activities until the heat episode is over, negatively impacting the local economy. Excessive heat can negatively impact agriculture in the surrounding area when combined with drought.

Property Damage

No property damage (including crop damage) has been reported from excessive heat events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Estimate of Potential Dollar Losses

An estimate of potential dollar losses cannot be calculated for extreme heat events, since no vulnerable structures have been identified. Based on previous damage reported by the NCDC, property damages from excessive heat has been minimal over the past 24 years.

Dense Fog

Description of Hazard

Fog is a collection of liquid water droplets or ice crystals suspended in the air at or near the ground. While fog is a type of stratus cloud, the term "fog" is typically distinguished from the more generic term "cloud" in that fog is low-lying, and the moisture in the fog is often generated locally (such as from a nearby body of water, like a lake or stream, or from nearby moist ground or marshes). Fog is distinguished from mist because it has greater density and lower visibility than mist.

Dense fog is a hazard mainly because of reduced visibility. Airport delays, automobile accidents, shipwrecks, plane crashes, and many other problems are frequently caused by fog. The National Weather Service forecasts fog and issues dense fog advisories when visibility is decreased to less than one quarter of a mile. These advisories alert travelers to potentially dangerous conditions. Traveling in fog requires reduced speed and careful navigation. At night, traveling in fog is especially dangerous because darkness combines with fog to reduce visibility even more. In addition, light from automobile headlights and other navigational lights is scattered off the water droplets of the fog, limiting sight to only a short distance. In response to this problem, automobiles are often equipped with specially designed lights that illuminate a usually dry (and therefore clear) area just above the roadway surface.

Previous Significant Hazard Occurrences

According to the National Climatic Data Center (NCDC), Sheboygan County has experienced 80 significant dense fog events in the last 24 years from January 1, 1995, to December 31, 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences approximately three significant dense fog events each year.

Probability of Hazard Occurring in the Future

Based on the hazard frequency, Sheboygan County is considered to have a **high** probability of experiencing a significant dense fog event in any given year.

Areas at Greatest Risk

Portions of the planning area along waterways, wetlands, and low lying areas can be at greater risk for dense fog under certain meteorological conditions. However, no portion of the planning area is free of the possibility of experiencing fog events. The likelihood of dense fog is somewhat higher along Lake Michigan, in area river valleys and in other low lying portions of the planning area under certain meteorological conditions. Fog episodes often can be a regional phenomenon in that they affect much of the eastern half of Wisconsin on many of the occasions in which they affect Sheboygan County.

Impacts from Hazard

Death and Injury

10 deaths and 40 injuries have been reported from significant dense fog events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDL data. However, all of these deaths and injuries occurred during one significant dense fog event on October 11, 2002. The reported deaths and injuries occurred during a severe traffic incident on Interstate 43 where it nears Lake Michigan just south of Cedar Grove.

Structures at Risk

There are no direct impacts to buildings from a fog event. The main structures impacted are those associated with infrastructure during a fog event from vehicle accidents. This can result in rescue services helping injured drivers and passengers, clean-up of the affected portions of the street and highway network, and temporary rerouting of motorists after some incidents. In addition, motorists often must travel at slower speeds when fog is in the area, which adds travel time and can lead to vehicular congestion in cases where it would normally not occur.

In dense fog events during the winter, icing can sometimes be a problem. Power lines and tree limbs can be coated with heavy ice in some winter fog events, resulting in disrupted power and telephone service. In addition, in fog events during the winter, even small accumulations of ice can be extremely dangerous to motorists and pedestrians. Bridges and overpasses are particularly dangerous because they freeze before other surfaces.

Critical Facilities

Law enforcement will be asked to respond to an increased number of accidents during many fog events. Hospitals and clinics may be asked to treat individuals injured in accidents that likely would have not occurred in the absence of the fog event. Rescue services may be called to respond to accidents that resulted from the fog event. The starting time for schools may be delayed by the fog event for the safety of students and all involved. Courtrooms may see increased adjudication of traffic law violations resulting from accidents occurring during the fog event. Municipal public works and county highway departments may need to perform emergency repairs to streets and

highways in worst-case scenario accidents resulting from the fog event. Airports can experience flight delays and cancellations during certain fog events.

Economic Impacts

There are economic costs in accidents caused by dense fog events. Vehicular accidents almost always involve property damage, and some vehicular accidents during fog events involve injuries and/or fatalities. All of these consequences to vehicular accidents have costs both to the individual involved and to society. Dense fog events can also cost businesses in lost time involving late workers and/or late shipments. If area school districts need to delay school during a dense fog event, there may be expenses involved with delayed busing and with paying staff for a full day while only having the benefit of a partial day of instruction (or possibly extending the school year if class is cancelled). Airline delays due to fog have economic impacts for travelers as well as for commerce. There are additional economic impacts if the fog event occurs in conjunction with the icing of power lines in cases where the power lines are damaged and residents lose power.

Property Damage

No property damage has officially been reported from dense fog events for Sheboygan County over the last 24 years from January 1, 1995, to September 30, 2018, according to NCDC data. However, the data do not take into account private damage that occurred from vehicular crashes resulting from fog events.

Estimate of Potential Dollar Losses

An estimate of potential dollar losses cannot be calculated for dense fog events, since no vulnerable structures have been identified. Based on previous damage officially reported by the NCDC, property damages from fog have been minimal over the past 24 years.

Extreme Cold

Description of Hazard

Dangerously cold conditions can be the result of extremely cold temperatures, or the combination of cold temperatures and high winds. The combination of cold temperatures and wind creates a perceived temperature known as "wind chill." Whenever temperatures drop well below normal and as wind speed increases, heat can leave the body more rapidly. As winds increase, heat is carried away from the body at a faster rate, driving down both the skin temperature and eventually the internal body temperature. This weather related condition may lead to serious health problems. Extreme cold is a dangerous situation that can cause health emergencies for susceptible people, such as those without shelter, those who are stranded outdoors or in a disabled car, or those who live in a home that is poorly insulated or without heat.

Previous Significant Hazard Occurrences

According to the National Climatic Data Center (NCDC), Sheboygan County has experienced 28 significant extreme cold events in the last 24 years from January 1, 1995, to December 31, 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences approximately one significant extreme cold event per year.

Probability of Hazard Occurring in the Future

Based on the hazard frequency, Sheboygan County is considered to have a **moderate** probability of experiencing a significant extreme cold event in any given year.

Areas at Greatest Risk

Extreme cold events have no defined hazard area within the planning area. Past events have been relatively uniform across the planning area.

Impacts from Hazard

Death and Injury

One death and three injuries have been reported from significant extreme cold events in Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Structures at Risk

Extreme cold conditions can result in burst water pipes. In addition, it is more expensive to heat homes and other buildings during extreme cold events. Sometimes, residents of the planning area might consider the use of space heaters during an extreme cold event. However, the use of space heaters comes with its own risks, including a higher probability of fire to a structure if these devices are used improperly.

Public domain water pipes can burst in extreme cold conditions, which can also ruin the street above the water pipes. In addition, damage to fiber optic cables can occur during extreme cold episodes, which can negatively affect commerce and hospitals in the planning area.

Critical Facilities

All buildings involving critical facilities will have greater heating expenses during an extreme cold event. Increased demand will also affect Wisconsin Public Service, the local natural gas energy utility serving the planning area. Hospitals and clinics may be asked to treat patients exposed to the extreme cold conditions. Emergency shelters may take in additional individuals during the extreme cold event. Area schools may cancel classes or call for early dismissal in extreme cold events. The water utility may need to repair damaged water mains caused by the extreme cold. Local fire departments and rescue services may also deal with direct or indirect consequences of the extreme cold event.

Economic Impacts

Economic impacts of extreme cold events can include lack of motivation to participate in the local economy (unless absolutely necessary) during the event. Utility bills following the event will also be higher, which will give the consumer less ability to purchase discretionary goods about a month after the event (unless that consumer is on a monthly even payment plan with the local utility). If area school districts need to call off school early on extremely cold days, there may be expenses involved with early busing and with paying staff for a full day while only having the benefit of a partial day

of instruction (or possibly extending the school year if class is cancelled). Non-profit organizations will incur expenses in the provision of emergency shelters. The private sector also incurs economic losses and production decreases during an extreme cold event.

Property Damage

Reported property damage from extreme cold events in Sheboygan County has totaled \$8,000 over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data. All of this was regular property damage (no crop damage).

Estimate of Potential Dollar Losses

An estimate of potential dollar losses cannot be calculated for extreme cold events, since no vulnerable structures have been identified. Based on previous damages reported by the NCDC, property damage from extreme cold has been minimal over the past 24 years.

Drought

Description of Hazard

A drought is an extended period of unusually dry weather, which may be accompanied by extreme heat. There are basically two types of drought in Wisconsin: agricultural drought and hydrologic drought. Agricultural drought is a dry period of sufficient length and intensity that markedly reduces crop yields. Hydrologic drought is a dry period of sufficient length and intensity to affect lake and stream levels as well as the height of the groundwater table. These two types of drought may, but do not necessarily, occur at the same time. The severity of a drought depends on a number of factors, including duration, intensity, geographic extent, and regional water supply demands by humans and vegetation.

In general, droughts have the greatest impact on agriculture. Small droughts of limited duration can significantly reduce crop growth and yields. More substantial drought events can decimate croplands, and can result in a total loss. Droughts can also greatly increase the risk of forest fires and wildfires because of extreme dryness. In addition, the loss of vegetation in the absence of sufficient water can result in flooding, even from average rainfall, following drought conditions.

Previous Significant Hazard Occurrences

According to National Climatic Data Center (NCDC), Sheboygan County has experienced 15 significant drought events in the last 24 years from January 1, 1995, to December 31, 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the NCDC, Sheboygan County experiences an average of less than one significant drought event every year.

Probability of Hazards Occurring in the Future

The future incidence of drought is highly unpredictable, as its occurrence is based on weather patterns, making it difficult to determine probability with any accuracy. Droughts tend to be a regional phenomenon in that they affect much of eastern Wisconsin on nearly all of the occasions in which they affect Sheboygan County.

However, based strictly on the hazard frequency, Sheboygan County is considered to have a **low** probability of experiencing a significant drought event in any given year.

Areas at Greatest Risk

Droughts have no defined hazard area within the planning area. Past events have been relatively uniform across the planning area. However, agricultural croplands are most vulnerable to losses from drought events. Sheboygan County contains 177,324 acres of agricultural lands, or more than 53 percent of the county's land mass (based on land use data shown in Table 2.2).

Impacts from Hazard

Death and Injury

No deaths or injuries have been reported from significant drought events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data.

Structures at Risk

There are no direct impacts to structures from a drought event. In terms of infrastructure, droughts have the most impact on municipal water supplies. Droughts will likely cause a shortage of water for human, industrial, and agricultural consumption, as wells and other water reserves may dry up. Also, water quality is often an issue before and after a drought event, which may place an additional burden on wastewater treatment facilities.

Critical Facilities

In drought conditions, water shortages may occur and affect the amount of water available for human consumption. Hospitals may be called upon to treat individuals suffering from dehydration as a result. Parks that provide recreational water facilities are also likely to experience increased usage during times of drought.

There are few other direct impacts on critical facilities as a result of drought conditions. However, droughts can trigger other natural and man-made hazards, such as wildfires and post-drought flooding, which can have an impact on these facilities.

Economic Impacts

Wisconsin is most susceptible to agricultural drought. Even small droughts of limited duration can significantly reduce crop growth and yields, which adversely affects farm income. Substantial drought events can lead to complete crop decimation, resulting in total loss. During severe drought periods, farmers are often forced to seek financial assistance from the government to supplement lost income.

Livestock can also be adversely affected by droughts. Lack of water can lead to animal deaths. In addition, as drought conditions are often accompanied by periods of prolonged sunshine and high temperatures, animals are at risk to overexposure and heatstroke. Death of livestock can also lead to substantial loss of income for farmers.

Drought can also affect local commercial and industrial businesses. During times of severe drought, limitations are often placed on water usage. These limitations could have a negative impact on businesses such as car washes and landscapers, as they will likely be unable to provide services to their customers. It is also likely that areas depending on tourism will see fewer people traveling to their area in times of drought.

Industries which utilize large amounts of water in processing materials may also be subject to these limitations, which could potentially reduce their production capabilities.

Property Damage

Reported property damage from significant drought for Sheboygan County has totaled approximately \$150,000 over the last 24 years from January 1, 1995, to December 31, 2018, according to NCDC data, all of which involved crop damage.

Estimate of Potential Dollar Losses

Agricultural croplands are most vulnerable to losses from drought events. A "worst case scenario" would involve the total destruction of all 177,324 acres of agricultural lands in the county (based on current land use data, as shown in Table 2.2). The USDA conducts a Census of Agriculture every five years based on a sample of farms to estimate the market value of agricultural land and buildings. Based on the 2017 Census of Agriculture (Table 1: County Summary Highlights), the average value per acre of agricultural land in Sheboygan County was \$6,594. Therefore, it can be estimated that if this "worst case scenario" were to occur, the total destruction of all agricultural land in Sheboygan County would cause a loss of up to \$1.169 billion. It should be noted that the loss would likely be less than this amount, since the USDA's per acre value includes land and buildings, and buildings are not likely to be impacted by a drought event.

Wildland Fires

Description of Hazard

A wildland fire is any instance of unplanned burning in brush, marshes, grasslands or field lands. Typical causes of these fires are lightning, human carelessness or arson. The county has large expanses of forested areas that could be susceptible to wildland fires. Wildland fires can occur at any time of the year and during any time of the day. The primary factors that can contribute to the start of a wildland fire are land use, vegetation, amount of combustible materials present, and weather conditions such as wind, low humidity and lack of precipitation. Generally, fires are more likely when vegetation is dry from a winter with little snow or a spring and summer with sparse rainfall. As fires remain a possibility, fire stations in the county are prepared to respond in accordance with established response procedures, while local zoning setback controls and building codes provide additional mitigation measures.

Previous Significant Hazard Occurrences

There have been no significant wildland fires in Sheboygan County since 1995.

Hazard Frequency

No adequate records are available at this time in order to determine a hazard frequency.

Probability of Hazard Occurring in the Future

According to the U.S. Forest Service Wildland Fire Assessment System, Sheboygan County regularly falls within a low to moderate fire danger class. A low rating indicates that fuels do not ignite readily from small firebrands, while a moderate rating means that fires will likely start from most accidental causes. With the exception of lightning fires in some areas, the number of starts is generally low. In addition, because Sheboygan

County is not extensively forested and does not contain the hazards and risks necessary to warrant intensive or extensive fire protection, it is designated as a Cooperative Fire Protection Area. Therefore, there are no Wisconsin DNR ranger stations or suppression resources located in the county.

In addition, the Forestry Division of the Wisconsin DNR has determined that there are no "Communities at Risk" and no "Communities of Concern" within Sheboygan County (October 2007).

Overall, the probability of a naturally occurring wildland fire is **low** for the entire county.

Areas at Greatest Risk

Sheboygan County contains approximately 72,763 acres of woodlands (based on current land use, shown in Table 2.2). Of these, few contain timbers that are very susceptible to burning. Therefore, lands covered in grass fuels pose the highest risk for the planning area. Furthermore, grasslands that abut heavy residential development present an even greater danger, especially when residents practice unapproved outdoor burning of leaves, garbage and other items which they wish to dispose of by incineration.

The likelihood that any wildland fire in Sheboygan County would be catastrophic is low, as most susceptible areas lack enough acreage to allow for continuous burning. Areas that were identified as containing enough land to allow for catastrophic burning include the Sheboygan County Marsh, portions of Kettle Moraine State Forest, and other publicly owned lands, which are scattered throughout the county.

Impacts from Hazard

Death and Injury

No data on deaths or injuries is available for significant wildland fire events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018.

Structures at Risk

Homes and other structures located within the Wildland Urban Interface (WUI) are at high risk to damage from wildland fires. The WUI refers to the zone of transition between forestland/wildland and human development. The wildland fire risk increases in the WUI because buildings are typically surrounded by fuel sources such as unmowed grass, unraked leaves, flammable vegetation and dead branches. Structures constructed from materials that may melt or ignite when exposed to a fire present a high risk. In general, the potential for property damage from wildland fires increases as more development occurs on wooded lands.

Residential housing is typically the most dominant type of structure found within the WUI. Though many parts of a home can be affected by wildfire damage, the roof is the most exposed portion of the building and is more at risk from flying embers. Attics may also be affected by airborne embers that enter through open eaves and vents. Structures attached to homes, such as decks, garages and fences, can also carry a fire into a home.

Critical Facilities

Police, fire, and emergency response personnel are greatly affected by wildland fires, suffering increased workloads during and after events. Hospitals can see increases in

patient load resulting from burn-related injuries and individuals suffering from the effects of smoke inhalation. Schools, if not affected by a fire, could potentially be used as temporary shelter for individuals that cannot return to their homes. All critical facilities located in the path of a wildland fire can be affected structurally and functionally if evacuation is deemed necessary.

Economic Impacts

Fires can have an extensive impact on the economy of an affected area by causing thousands of dollars in damages to citizens through loss of private property. Major direct costs associated with wildland fires are incurred by the salvage and removal of downed timber and debris, restoration of the burned area, and reconstruction. Wildland fires can also have a significant impact on local agriculture. Fires will strip the land of vegetation as well as harm the soil, waterways and the land itself. Soil exposed to intense heat may lose its capability to absorb moisture and support life.

Property Damage

No property damage data are available for wildland fire events for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018.

Estimate of Potential Dollar Losses

An estimate of potential dollar losses is not needed for the wildland fire hazard, as no specific vulnerable structures or geographic areas have been identified.

Coastal Hazards

Description of Hazard

In eastern Wisconsin, coastal hazards can be described as natural hazards occurring along the shores of Lake Michigan. The coastal hazards of concern in Wisconsin include:

- Erosion of coastal bluffs, banks, beaches and near shore lake beds (including erosion from freezing and thawing of lake ice);
- Flooding from upland runoff, high lake levels, high waves, and storm-induced surge (temporary water level changes);
- Damage to shorelines and shoreline structures from storm waves, high waves, and ice shoves and dams; and
- Drownings from rip currents.

Previous Significant Hazard Occurrences

According to the National Weather Service's Milwaukee/Sullivan station, Sheboygan County has experienced an estimated 48 beach hazard statements over this period from June 1, 2014, through September 24, 2018. The National Weather Service began tabulating this information in June of 2014.

In addition to beach hazard statements, Sheboygan County has experienced a number of occurrences of erosion of coastal bluffs along Lake Michigan, particularly along Lakeshore Road (formerly County Highway LS) in the northeastern part of the county.

Hazard Frequency

According to the National Weather Service's Milwaukee/Sullivan station, Sheboygan County has experienced an average of nine beach hazard statements per year over the period from June 1, 2014, through September 24, 2018.

Probability of Hazard Occurring in the Future

According to the *Resource Guide for Great Lakes Coastal Hazards in Wisconsin* website (<http://coastal.lic.wisc.edu/urpl999.htm>), Sheboygan County is at risk for coastal erosion and coastal flooding. Sheboygan County is identified as an area at "greatest risk" for coastal erosion and at "medium risk" for coastal flooding. Based on this, as well as the beach hazard statement frequency, the probability of coastal hazards is **very high** for the planning area.

Areas at Greatest Risk

Portions of the county situated along Lake Michigan are at greatest risk for coastal hazards.

Impacts from Hazard

Death and Injury

No data on deaths or injuries is available for significant coastal hazard events for Sheboygan County over the period from June 1, 2014, to September 24, 2018.

Structures at Risk

Homes and other structures located along Lake Michigan are at risk to damage from coastal hazards. This risk increases where structures are closer to the shoreline, especially over high bluffs. There are 390 parcels involving improved privately-owned structures directly adjacent to Lake Michigan in Sheboygan County.

Critical Facilities

There are nine critical facilities contained within parcels located along Lake Michigan in which the parcels are at risk of damage from coastal hazards. All of these critical facilities are located in the City of Sheboygan.

Economic Impacts

Coastal hazards can have an extensive impact on the economy of an affected area by causing thousands of dollars in damages to public property and structures, as well as to private property and houses.

Estimate of Potential Dollar Losses

A "worst case scenario" for potential dollar losses from coastal hazards in Sheboygan County would involve the total destruction of all private structures along Lake Michigan, which would cause a loss of \$96,284,800 in private damages. There are no assessed values available for public properties.

This information was obtained from the Sheboygan County database on assessed values of real property (structures and land). This only involves damage to structures themselves, and may not account for damage to personal property inside or adjacent to vulnerable structures.

HAZARD PROFILES: MAN-MADE HAZARDS

Hazard profiles are intended to describe the frequency, severity and probability of future man-made hazards that could have an impact on Sheboygan County. These hazard profiles attempt to historically describe the cause and characteristics of each man-made hazard and how they have impacted the population, infrastructure and environment of the county. These potential risks are evaluated to determine their likelihood of recurrence and to gauge the impacts to the existing (or planned) population and property that could occur as a result of these hazards.

Man-made hazard probabilities are represented as high, moderate or low. High probability hazards are defined as hazards that occur an average of more than six times per year; moderate probability hazards are those that occur an average of more than once per year, but less than six times per year; and low probability hazards are those hazards occur an average of less than once per year or in which occurrence data could not be found (unless substantiated by trends external to the county that point to a higher probability in the future).

Hazardous Materials

Description of Hazard

Hazardous materials are chemical substances, which, if released or misused, can pose a threat to the environment or health of a community. They can be found in solid, liquid or gas form, and may be released from fixed or mobile containers. Hazardous materials come in the form of explosives, flammable and combustible substances, corrosives, poisons, and radioactive materials. These chemicals are used in industry, agriculture, medicine, research, and consumer goods throughout Sheboygan County. Under the Emergency Planning and Community Right to Know Act (EPCRA), there is no specific list of hazardous materials. However, an extremely hazardous substance is defined as one of 356 substances listed by the U.S. Environmental Protection Agency (EPA) in 40 CFR Part 355: Emergency Planning and Notification.

Incidents which result in the release of hazardous materials generally fall into one of two categories:

- A *Fixed-Facility Hazardous Materials Incident* is the occurrence of uncontrolled releases from a facility housed within the community. They range from flammable liquids stored or used to fuel vehicles through exotic substances to radioactive materials and biological agents. Some materials are particularly lethal even in small amounts, while others require strong concentrations with prolonged exposure periods to cause harm.
- A *Hazardous Materials Transportation Incident* is any occurrence resulting in uncontrolled release of materials during transport that can pose risk to health, safety, and property. Hazardous materials can be transported via ground along highways and railways, through the air, or by water using boats and pipelines. Transported products include hazardous materials moving from producers to users, moving between storage and use facilities, and hazardous waste moving from generators to treatment and disposal facilities.

A hazardous material spill or release can pose a risk to life, health and property. An incident can force the evacuation of a few people, a section of a facility, or an entire neighborhood or community, resulting in significant economic impact and possible property damage. Spilled material can be costly to clean up, and may render the area of the spill unusable for an extended period of time. Overall, the specific hazards created by a release are dependent on the hazardous characteristics of the material, the amount released, the location where the release occurs, and the weather and topographic conditions in the area.

Previous Significant Hazard Occurrences

From the information provided in Table 3.8 below, it can be determined that between January 1, 1995, and December 30, 2018, 124 hazardous materials occurrences were reported to the county or to the National Response Center.

Table 3.8: Hazardous Materials Occurrences in Sheboygan County, 1995-2018

Date	Hazardous Material Involved	Impact on Human Welfare	Deaths	Injuries
March-95	Fuorosilic acid and hypochlorite solution	Two people treated for exposure	0	2
March-95	Unknown sheen: acid and hydrochloric	Building sealed off and at least one injury was reported	0	1
April-95	Trifluralin		0	0
May-95	Polychlorinated biphenyls		0	0
June-95	Ammonia	Facility evacuated	0	0
July-95	Zinc noyphthenate		0	0
July-95	Unknown sheen: unknown oil		0	0
August-95	Various chemicals	One person treated for exposure	0	1
August-95	Styrene monomer		0	0
August-95	Anhydrous ammonia		0	0
March-96	Unknown substance		0	0
June-96	Acid kleen		0	0
August-96	Natural gas	Approximately twenty-four homes evacuated	0	0
October-96	Diesel oil	Steel workboat sank in City of Sheboygan	0	0
February-97	Formaldehyde solution		0	0
August-97	Automotive gasoline	Charter boat sank in City of Sheboygan	0	0
January-98	Anhydrous ammonia		0	0
May-98	Sulfur monochloride		0	0
June-98	Unknown sheen: aluminum nitrate		0	0
June-98	Diesel oil		0	0
July-98	Unknown oil	Small private plane crashed into Lake Michigan	0	0
November-98	Unknown		0	0
February-99	Formaldehyde (50% or more)		0	0
April-99	Hydraulic oil		0	0
December-99	Polychlorinated biphenyls		0	0
February-00	Polychlorinated biphenyls		0	0
April-00	Miscellaneous lubricant		0	0
April-00	Unknown sheen: unknown oil		0	0
November-00	Oil		0	0
December-00	Phenol	One fatality and at least twelve exposures	1	12
November-01	Phenol formaldehyde	One person treated for exposure	0	1
September-04	Formaldehyde off-gassing	Approximately twelve people transported to local hospital for observation	0	12
October-04	Mixture of chlorine and nitric acid		0	0
June-05	Low levels of radiation detected		0	0
June-05	Clandestine drug lab	Decontamination of law enforcement personnel	0	0
July-05	Phenol	One person treated for exposure	0	1
July-05	Clandestine drug lab	Decontamination of law enforcement personnel	0	0
December-05	Clandestine drug lab	Decontamination of law enforcement personnel and suspect	0	0
December-00	Polychlorinated biphenyls		0	0
March-01	Polychlorinated biphenyls		0	0
March-01	Mineral oil and polychlorinated biphenyls		0	0
April-01	Mineral oil and polychlorinated biphenyls		0	0
June-01	Unknown sheen: unknown oil		0	0
August-01	Anhydrous Ammonia	Material released through a faulty relief valve, resulting in one injury and evacuation of the facility	0	1
August-01	Polychlorinated biphenyls		0	0
September-01	Unknown sheen: unknown oil		0	0
November-01	Formaldehyde (50% or more) and phenol		0	0
November-01	Sulfuric acid		0	0
February-02	Unknown material		0	0
March-02	Cutting fluid		0	0
April-02	Hydraulic oil		0	0
July-02	Polychlorinated biphenyls		0	0
September-02	Automotive gasoline		0	0

Table 3.8: Hazardous Materials Occurrences in Sheboygan County, 1995 – 2018 (Continued)

Date	Hazardous Material Involved	Impact on Human Welfare	Deaths	Injuries
September-02	Ethylene glycol		0	0
September-02	Polychlorinated biphenyls		0	0
October-02	Polychlorinated biphenyls		0	0
July-03	Unknown sheen: unknown oil		0	0
July-03	Diesel oil		0	0
August-03	Oil		0	0
November-03	Motor oil		0	0
December-03	Other oil		0	0
April-04	Corrosive liquid		0	0
June-04	Oil		0	0
July-04	Machine cutting fluid		0	0
November-04	Unknown sheen: unknown oil		0	0
June-05	Low levels of radiation detected		0	0
June-05	Clandestine drug lab	Decontamination of law enforcement personnel	0	0
July-05	Phenol	One person treated for exposure	0	1
July-05	Clandestine drug lab	Decontamination of law enforcement personnel	0	0
December-05	Clandestine drug lab	Decontamination of law enforcement personnel and suspect	0	0
March-06	Sulfuric Acid		0	0
August-06	Hydrogen Flouride		0	0
March-07	Anmonia, Anhydrous	Material released from valve, resulting in evacuation of manufacturing facility	0	0
April-07	Sodium Chromate Solution		0	0
May-07	Sulfuric Acid		0	0
June-07	Gasoline: Automotive (Unleaded)	Operator lost control of vessel resulting in one injury	0	1
June-07	Unknown Oil (Sheen)		0	0
July-07	Antifreeze		0	0
October-07	Paint, Gallon		0	0
January-08	Anmonia, Anhydrous		0	0
January-08	Unknown Oil (Sheen)		0	0
March-08	No Release	Railroad derailment resulting in one fatality	1	0
September-08	Oil, Fuel: No. 2		0	0
June-09	Propane		0	0
December-09	Gasoline: Automotive (Unleaded)		0	0
May-10	Oil: Diesel		0	0
June-10	Ethylene Glycol		0	0
October-10	Oil: Diesel		0	0
January-11	Hydraulic Oil		0	0
June-11	Mercury		0	0
September-11	Unknown Material		0	0
February-12	Formaldehyde Solution		0	0
April-12	Sulfuric Acid		0	0
November-12	Formaldehyde Solution		0	0
January-13	Hydraulic Oil		0	0
January-13	Anhydrous Ammonia	Evacuation of Employees and Surrounding Residents	0	0
February-13	Formaldehyde Solution		0	0
March-13	Oil, Miscellaneous Lubricating		0	0
April-13	Turbine Oil		0	0
May-13	Formalin		0	0
May-13	Hydraulic Oil		0	0
June-13	Drain Oil		0	0
July-13	Acrolein		0	0
October-13	Oil, Miscellaneous Motor		0	0
November-13	Formaldehyde Solution		0	0
March-14	Formalin		0	0
May-14	Anhydrous Ammonia		0	0

Table 3.8: Hazardous Materials Occurrences in Sheboygan County, 1995 – 2018 (Continued)

Date	Hazardous Material Involved	Impact on Human Welfare	Deaths	Injuries
June-14	Urea		0	0
June-14	Ethylene Glycol		0	0
June-14	Formaldehyde Solution		0	0
September-14	Unknown		0	0
December-14	Formalin		0	0
December-14	Coal		0	0
January-15	Formalin		0	0
May-15	Machining Coolant		0	0
September-15	Formamide		0	0
October-15	Unknown		0	0
October-15	Arsenic		0	0
October-15	Formaldehyde Solution		0	0
September-16	Nitric Acid		0	0
October-16	Formalin		0	0
August-17	Formalin		0	0
April-18	Coal and Water Mixture		0	0
July-18	Formalin		0	0
TOTAL	124 Occurrences		2	33

Source: National Response Center, Oil and Chemical Spill Data Public Reports, 1995 – 2018.

Hazard Frequency

Based on previous hazard occurrences as reported by the National Response Center, Sheboygan County experiences an average of five hazardous materials incidents each year.

Probability of Hazard Occurring in the Future

Based on the hazard frequency, Sheboygan County is considered to have a **moderate** probability of experiencing a hazardous materials incident in any given year.

Areas at Greatest Risk

The use of chemicals has increased in nearly every sector of the economy. Therefore, hazardous materials in quantities of concern can be found throughout the planning area, meaning there are no areas exempt from a possible hazardous materials incident. Despite extensive precautions taken to ensure careful handling when these materials are present, accidental releases are bound to occur.

Any facility that stores one or more of the 356 listed extremely hazardous substances in excess of the listed threshold planning quantity, is required to notify the county by completing a Section 302-Emergency Planning Notification Form. Due to the presence of these substances, these facilities should be considered to be at risk for a hazardous materials release. According to the *Sheboygan County Hazardous Materials Response Plan*, there are 58 such facilities located throughout the county. There is a plan that covers each of these facilities; these plans are kept in the Emergency Management Office at the Sheboygan County Law Enforcement Center.

In addition to these facilities, hazardous materials are also transported through the county via highway, rail, and pipelines. Some materials are being transported to facilities within the county, while others are brought through on their way to facilities located in other areas of the state or outside the state. Major highways (including major

and minor arterial roads and major collector roads), as well as active rail lines, are therefore at risk for a hazardous materials release.

Impacts from Hazard

Death and Injury

Two deaths and 33 injuries have been reported from hazardous materials incidents for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018, according to National Response Center data.

Public Health and Safety

The impacts of a hazardous materials incident on public health would vary depending on the type of substance involved, the concentration, and the period of exposure. Treatment may range from that which can be done on-site to possible hospitalization. Any number of symptoms may arise from exposure to a hazardous material, and death may even result if the exposure is serious enough.

In some cases of a hazardous material spill, evacuation could be necessary in order to protect human health and welfare. Evacuation may be isolated to the area in which the spill occurred, or may be widespread, necessitating the evacuation of a large area. The size of the area that would need to be evacuated would be based on the type of hazardous material involved in the spill as well as the amount. A large scale spill, or one involving an extremely dangerous material, could result in widespread panic as well.

In emergencies where hazardous materials may have been released into the atmosphere, local authorities may give instructions to shelter-in-place as a way to keep people safe. Shelter-in-place is a precaution that is aimed to keep individuals safe while remaining indoors by selecting a small, interior room, with no or few windows, in which to take refuge. Shelter-in-place does not require the sealing off of an entire home or building.

Structures at Risk

The involvement of flammable material(s) in a release could potentially cause damage to a building if the material were to be ignited. Ignition could cause a fire or even an explosion depending on the type of material involved.

The release of hazardous materials can also lead to contamination of the water supply. This could potentially affect the amount of water that would be available for public and private consumption.

Critical Facilities

If a spill were to occur in or near a critical facility, an evacuation of the building may be necessary in order to protect human health and welfare. Depending on the type of facility, evacuation could have several effects, including the disruption of public services.

Due to the threat that hazardous materials present to public health and safety, hospitals and other healthcare facilities would be most heavily impacted by an event. Patient loads would undoubtedly increase. Healthcare facilities located outside of the affected area would likely be called upon to take additional non-critical patients from local facilities, in order to make room for those needing immediate care. Hospital personnel would likely be asked to work long shifts in order to guarantee that care is given to all

people who were affected by the event. Healthcare facilities may also be used to serve as decontamination centers if proper equipment and space are available.

Emergency response teams (including fire, police and emergency medical personnel) would also be heavily impacted in the case of a hazardous materials release. Call centers would likely experience a dramatic increase in the number of calls received. During major events, communication lines can also become jammed due to heavy usage in the area. This could prevent appropriate response and slow down the clean-up process.

The possibility of water contamination would place an extra burden on wastewater treatment facilities and water utilities. After the release of a hazardous material, it would be imperative for these facilities to ensure the safety of the public drinking water supply.

Economic Impacts

Evacuation of a facility due to a hazardous material spill could result in shutdown of the facility. This could cause major losses for the owner of the facility as well as those who are employed there, especially if a shutdown were to last for several days.

If the spill is transportation-related, those who were receiving the material may be forced to change operations as the material would not arrive on time.

The cost of clean-up must also be considered. Containing and removing hazardous materials from a spill site can be very costly. Decontamination of staff and emergency responders may also be necessary, which is also very costly. These costs would likely be incurred by the owner of the facility or transportation vehicle where the spill took place. However, if a responsible party cannot be identified, or if they are unable to pay, the burden of these costs may be placed on the taxpayer.

Instances where an unknown substance is released or discovered may impact the county as well. In many of these situations, the county hazmat team will respond, and steps will be taken to identify the unknown substance. Response to such incidents can result in a variety of costs to the county.

Estimate of Potential Dollar Losses

Estimating losses as a result of a large-scale hazardous materials incident is difficult, as different factors would produce different costs. However, evaluating past occurrences of large-scale hazardous materials incidents can provide information regarding the costs associated with these events. From a regional standpoint, one of the most well-known incidents of this type occurred in Weyauwega, Wisconsin, on March 4, 1996. On this day, a large train derailment occurred due to a broken rail. Included in the derailment were seven cars containing liquefied petroleum gas (LPG), seven cars with propane and two more containing sodium hydroxide. The cars containing the LPG and propane began to leak and immediately ignited. The fire spread to a nearby feedmill and storage building. In addition, the tank containing sodium hydroxide began to leak. Soon after the fire began, the decision was made to evacuate the entire City of Weyauwega and some surrounding rural areas, displacing over 2,300 people. Residents were kept away from their homes for approximately two weeks. Overall, according to the Wisconsin Central Transportation Corporation

1998 Annual Report, estimated costs from the derailment, and the subsequent lawsuits that were filed, totaled \$28 million (Burke, 1996: <https://www.firehouse.com/home/news/10545436/on-the-job-wisconsin>). This could be considered a "worst-case scenario" estimate of potential dollar losses for a hazard materials incident.

Communicable Diseases

Description of Hazard

Communicable diseases are defined as those that can be transferred from one individual to another by direct or indirect contact. Communicable diseases can affect and cause serious illness in healthy individuals of all ages; however, young children and elderly people are generally at an increased risk of being infected. Despite advances in medical technology, vaccine development, and treatment modalities, communicable diseases continue to pose an important public health problem globally and locally. The emergence of previously unknown communicable diseases, the spread of diseases beyond traditional geographic locations, the spread of diseases from animals to humans, and the re-emergence of diseases eliminated or significantly reduced are at the forefront of public health concern. Changes in demographics, travel, lifestyle, technology, land use practices, food production and distribution methods, and childcare practices contribute to the occurrence and spread of emerging infections. Bioterrorism, or the intentional spread of communicable diseases, poses an additional threat.

The Centers for Disease Control and Prevention (CDC) has categorized diseases and their causative agents into three groups, based on risk to national security:

Category A Diseases/Agents: These are considered high-priority agents, and include organisms that pose a risk to national security because they:

- can be easily disseminated or transmitted from person to person;
- result in high mortality rates and have the potential for major public health impact;
- might cause public panic and social disruption; and
- require special action for public health preparedness.

Category B Diseases/Agents: These are the second highest priority agents, and include those that:

- are moderately easy to disseminate;
- result in moderate morbidity rates and low mortality rates; and
- require specific enhancements of CDC's diagnostic capacity and enhanced disease surveillance.

Category C Diseases/Agents: The third highest priority agents include emerging pathogens that could be engineered for mass dissemination in the future because of:

- availability;

- ease of production and dissemination; and
- potential for high morbidity and mortality rates and major health impact.

The following list illustrates other disease or causative agents that could potentially affect the health and welfare of persons or animals in the county. Some of the agents listed below would not be considered a communicable disease; however, if any of these agents were to be released, their impact on human health could be significant.

BIOLOGICAL AGENTS:

- Cholera
- Glanders
- Tularemia
- Q Fever
- Venezuelan Equine Encephalitis
- Viral Hemorrhagic Fevers
- Botulism
- Staph Enterotoxin B
- Ricin
- T-2 Mycotoxins

NERVE AGENTS:

- Tabun
- Sarin
- Soman
- O-ethyl-S

ASPHYXIANTS:

- Cyanide
- Cyanogen Cl
- Arsine

CHOKING AGENTS:

- Chlorine gas
- Phosgene
- Tear gas
- Vomiting gas
- Capsaicin

VESICANTS:

- Mustard
- Lewisite
- Phosgene oxime
- Bis-2-chloro

Communicable diseases discussed in this plan include: Anthrax, food and water borne disease, Plague, Smallpox, Tuberculosis, Vector Borne illness, and the following vaccine preventable illnesses: Measles, Mumps, Pertussis and Hospitalized Influenza. The following text provides a short description of each disease.

Anthrax

Anthrax is an acute infectious disease caused *Bacillus anthracis* bacteria. There are three types of anthrax: skin (cutaneous), lungs (inhalation), and digestive (gastrointestinal), which are categorized by the type of symptoms that are associated with each. Humans can become infected with anthrax by handling infected animals or animal products, by inhaling anthrax spores, or by eating undercooked meat from infected animals. Anthrax is not known to spread from person-to-person. Anthrax is classified as a Category A agent, and can be used as a bioterrorism weapon.

Food and Waterborne Disease

Food-related disease is caused by consuming contaminated foods or beverages. Contamination may occur during growth, processing, preparation or serving. More than 250 different food-related diseases have been described. Most are infections, caused by a variety of bacteria, viruses and parasites. Others are poisonings, caused by harmful toxins or chemicals that have contaminated the food (for example, poisonous mushrooms). The various diseases have many different symptoms, so there is no one description of food-related illness. Since the disease-causing organisms or toxins enter the body through the gastrointestinal tract, nausea, vomiting, abdominal cramps and diarrhea are common symptoms of many of these diseases.

In the United States, the drinking water supply is normally safe. However, diseases that spread through water are still a very real problem. Private wells and community water supplies can become contaminated; usual sources of safe water may become unavailable in emergency situations; and lakes, streams, pools or water parks may be contaminated by humans or animals. Many of the food-related organisms can also be spread through water, although parasites cause the majority of problems. Since many of the food- and water-related organisms can be acquired through recreational or drinking water, from contact with animals or their environment, or through person-to-person contact, investigation into specific cases is necessary for identifying the cause and controlling the spread of the disease.

Influenza (Flu)

Influenza is caused by viruses that attack the respiratory tract (nose, throat and lungs). It spreads via droplets produced by coughing and sneezing. It usually spreads from person-to-person, although occasionally, people become infected by touching something with the virus on it and then touching their mouth or nose. Influenza disease usually comes on suddenly, and may include: fever, headache, extreme tiredness, dry cough, sore throat, runny or stuffy nose, and muscle aches. It can cause mild to severe illness, and at times can lead to death.

There are three different types of influenza: seasonal (epidemic), pandemic and avian. Seasonal outbreaks are typically caused by subtypes of influenza viruses that are already in existence among populations. Pandemic outbreaks are caused by new

subtypes, those that have never circulated among humans or have not been around for a long time.

Each winter's flu vaccine is formulated to protect against the A and B strains that are expected to be circulating that season. It takes several months for manufacturers to produce the vaccine, which is prepared using hens' eggs. Some influenza strains can be treated with antiviral medications.

Measles

Measles is a highly contagious infectious disease that causes fever, cough, rash, sore eyes, and occasionally dangerous complications like swelling of the brain and death. Measles can spread very easily, especially among unimmunized and immunocompromised community members. Measles spreads through the air when an infected person coughs or sneezes. It is so contagious that if one person has it, up to 9 out of 10 people around him or her will also become infected if they are not vaccinated. Measles vaccination is highly effective in protecting against transmission of the disease.

Mumps

Mumps is an acute viral illness caused by the mumps virus. The virus is spread from person to person through direct contact with respiratory secretions or saliva and through contact with contaminated objects that are capable of harboring the virus. The infection is known to cause swelling of the salivary glands along with low grade fever, headache, muscle pain, and general discomfort being other symptoms of the infection. Occasionally, mumps may cause encephalitis or be associated with the development of meningitis. Mumps can, but rarely does, cause deafness or death. Those who have been diagnosed with the disease previously or have been vaccinated are generally immune to infection. Mumps is a Category B agent.

Pertussis (Whooping Cough)

Pertussis, also known as whooping cough, is a highly contagious respiratory disease. It is caused by the bacterium *Bordetella pertussis*. Pertussis is known for uncontrollable, violent coughing which often makes it hard to breathe. After cough fits, someone with pertussis often needs to take deep breaths, which result in a "whooping" sound. Pertussis can affect people of all ages, but can be very serious, even deadly, for babies less than a year old. Pertussis spreads from person to person. People with pertussis usually spread the disease to another person by coughing or sneezing or when spending a lot of time near one another in which they share breathing space.

Plague

Plague is a bacterial disease of rodents that can be spread to humans and other animals by infected fleas. Plague has three forms: bubonic plague (infection of the lymph glands), septicemia plague (infection of the blood), and pneumonic plague (infection of the lungs). Humans can become infected with plague by the bites of infected fleas, direct contact with tissues or body fluids of a plague-infected animal, by inhaling airborne droplets from infected persons or animals, or by laboratory exposure to plague bacteria. Only pneumonic plague can spread from person to person. Plague is considered a Category A agent because infection can occur by inhaling aerosolized bacteria released in a bioterrorism attack.

Smallpox

Smallpox is caused by the variola virus, and is spread easily from person to person, generally by direct and fairly prolonged face-to-face contact. Smallpox can also be spread through direct contact with infected bodily fluids or contaminated objects or can be carried through the air in enclosed spaces. Humans are the only natural hosts, and smallpox is not known to be transmitted by insects or animals. Smallpox is known to have a significantly high mortality rate. There is no specific treatment for smallpox, and the only prevention is vaccination.

To date, the disease has been eradicated from the planet after a successful worldwide vaccination program. The last case of smallpox in the United States was in 1949, and the last naturally-occurring case in the world was in Somalia in 1977. However, smallpox is considered a Category A disease, and is considered a major threat to the health of U.S. residents, especially those who have not been vaccinated.

Tuberculosis (TB)

Tuberculosis is caused by the bacteria *Mycobacterium tuberculosis*, and is spread from person-to-person through the air. TB usually affects the lungs, but it can also affect other parts of the body, such as the brain, kidneys or spine. TB bacteria enter the air when a person with TB of the lungs or throat coughs or sneezes. Tuberculosis is considered a Category A agent.

When a person inhales air that contains TB bacteria, they may become infected but will not feel sick or have any symptoms and cannot spread the bacteria to others. This is often termed latent TB infection (LTBI). However, in some post-infection cases, the bacteria become active and cause TB disease. General symptoms of TB disease include feeling sick or weak, weight loss, fever and night sweats. The symptoms of TB of the lungs include coughing, chest pain, and coughing up blood. TB infection is usually treated with 9 months of one antibiotic, and TB disease is generally treated with multiple antibiotics for a period of 6 months or longer.

Vector Borne Illness

Over the last 60 years, Wisconsin's weather has generally been getting warmer and wetter. As our climate is projected to continue changing, there will be increased impact on the behaviors and distribution of vectors (mosquitoes and ticks). A vector is a pathogen's temporary home until it transmits disease between the original host and the end host (humans). Vectors can be especially sensitive to temperature changes.

Tickborne bacterial illnesses include Lyme disease, anaplasmosis, and ehrlichiosis. Lyme disease is the most common tickborne disease and is primarily found in the northwestern part of Wisconsin, but cases occur in all counties. Common symptoms of these tickborne diseases include fever, chills, muscle and joint aches, tiredness, headache, redness or rash at the bite location, and swollen lymph nodes.

Arboviruses are viruses transmitted by arthropods, such as mosquitoes and ticks. In Wisconsin, the most commonly reported arboviral diseases are West Nile virus and La Crosse encephalitis infections, and the less common reported arboviral illnesses are Jamestown Canyon and Powassan virus infections. Symptoms of arboviral diseases include fever, headache, body aches, joint pain, vomiting, diarrhea, rash, and lethargy. In the case of severe arboviral infections, symptoms can include encephalitis (swelling of the brain), seizures, coma, paralysis, and meningoenephalitis (swelling of the meninges).

Previous Significant Hazard Occurrences

The Wisconsin Department of Health Services publishes *Public Health Profiles* on an annual basis in order to provide concise health and demographic information about each county in Wisconsin.

Table 3.9 provides communicable disease counts for Sheboygan County on the illnesses noted above that were reported through the Wisconsin Electronic Disease Surveillance System (WEDSS) between 2010 and 2018.

Table 3.9: Communicable Diseases Occurrences (Sheboygan County), 2010-2018

Year	Disease				
	Food & Water Borne	Vector Borne	Tuberculosis	Hospitalized Influenza	Vaccine Preventable
2010	67	22	0	5	5
2011	58	15	1	10	6
2012	63	6	5	17	66
2013	57	2	8	38	13
2014	69	1	2	75	2
2015	68	3	1	44	6
2016	70	9	0	34	14
2017	114	9	0	112	16
2018	82	15	3	116	5
Total	648	82	20	451	133

Source: Wisconsin Electronic Disease Surveillance System (WEDSS, for all years listed).

Because minor cases of influenza are often self-diagnosed and self-treated, it is impossible to know the exact number of cases that occur in Sheboygan County in any given year. The same is true for food and water borne disease. However, the WEDSS data that are available do provide baseline information on those cases that are confirmed through laboratory or clinical evidence. The numbers in Table 3.9 are likely lower than the numbers that actually occur.

There were no reported cases of anthrax, plague, or smallpox infection in Sheboygan County between January 1, 1995, and December 31, 2018.

Hazard Frequency

Anthrax

In 2001, Anthrax was deliberately spread through the postal system by sending letters with powder containing anthrax. Three main incidents were reported by the national media in which anthrax spores, in the form of a white powder, were circulated in the mail system. The first incident involved a tabloid newspaper reporter in Boca Raton, Florida, who eventually passed away after exposure to the spores. A mailroom employee working in the same building as the reporter was also diagnosed with inhalation anthrax. Shortly thereafter, two additional letters containing anthrax spores were delivered to a media mogul in New York City and a high profile politician in Washington, D.C. Postal workers in facilities that had handled the letters began to test positive for anthrax as well. In total, 22 cases of anthrax were reported, with 11 being inhalation anthrax and 11 being cutaneous anthrax.

Outside of terrorist attacks, natural occurrences of anthrax in the United States are very rare. The CDC estimates that only one to two incidences of cutaneous anthrax occur naturally every year, while gastrointestinal and inhalation anthrax are extremely rare.

Food and Waterborne Disease

The CDC estimates that annual incidences of new Hepatitis A infections in the United States has been on the decline since 2001, when 93,000 new cases were reported, while the number of new cases has remained fairly stable. This is likely due to the more recent availability of a vaccination for Hepatitis A. When all reportable enteric illnesses are considered together, Sheboygan County has experienced a slight increase in rates of food and waterborne illness occurring at the local level. Between 2010 and 2018, there has been a total increase of approximately 20-30 more enteric cases identified per year, with a 3 percent increase in cases occurring between 2016 and 2017. Because minor cases of food and waterborne illness are often self-diagnosed and self-treated, it is impossible to know the exact number of cases that occur in Sheboygan County in any given year. However, the WEDSS data available does provide baseline information on those cases that are confirmed through laboratory or clinical evidence.

Influenza

Types A and B influenza viruses cause epidemics of disease almost every winter. In the United States, these epidemics cause illness in 10 to 20 percent of the population, and are associated with an average of 20,000 deaths and 114,000 hospitalizations per year. Annual influenza vaccination can prevent illness from A and B influenza. In 2017, Wisconsin had the highest number of flu cases on record, with 20,208 cases. Influenza vaccination data for the 2017-2018 flu season indicates that 55 percent of Sheboygan County residents were vaccinated against influenza. This is slightly above the national average, though it falls short of the Healthy People 2020 goal of a 70 percent vaccination rate.

Mumps

From 2015 to 2017, the U.S. saw a range of different mumps outbreaks in various settings and sizes. Cases started to increase in late 2015. From January 2016 to June 2017, health departments reported 150 outbreaks (9,200 cases), including households, schools,

universities, athletics teams and facilities, church groups, workplaces, and large parties and events.

Most Midwestern states (including Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri and Kansas) have reported infections among their residents. In Wisconsin, since November 2016, there have been 86 confirmed mumps cases, including 23 associated with UW Platteville, seven associated with Marquette University, and nine associated with UW La Crosse, affecting a total of 20 Wisconsin counties. In Sheboygan County, there were three cases of mumps reported between 2010 and 2018. These cases were associated with travel or as contacts to outbreaks occurring within universities.

Measles

The most recent report of measles in Sheboygan County occurred in 2008 in an unvaccinated child. Since then, there have been no other confirmed cases within the county. It is important to note that beginning in January of 2019, the United States has been experiencing an outbreak of measles, with more than 1,000 cases reported across the country. This outbreak is being experienced by many states in the Midwest, and may have an impact on communities in Wisconsin.

Plague

In the United States, human plague cases average about 10 to 15 per year. In North America, plague is found from the Pacific Coast eastward to the western Great Plains, and from the British Columbia and Alberta, Canada, southward to Mexico. Most of the human cases in the U.S. occur in two regions: (1) portions of northern New Mexico, northern Arizona and southern Colorado; and (2) California, southern Oregon, and far western Nevada.

Smallpox

There have been no recorded outbreaks of smallpox since 1980, when the disease was declared eradicated following worldwide vaccination programs.

Tuberculosis (TB)

The number of reported cases of TB in the United States has been on the decline since the early 1990s. A total of 9,105 TB cases (a rate of 2.8 cases per 100,000 persons) was reported in the United States in 2017. This is a decrease from the number of cases reported in 2016, and is the lowest case count on record in the United States. The case rate of 2.8 per 100,000 persons is a 2.3 percent decrease from 2016.

Sheboygan County is considered a low-risk community for active TB. However, it is important to note that in 2013, the county was home to an outbreak of multidrug resistant tuberculosis, which resulted in 13 cases of active TB disease, 40 cases of latent TB Infection (LTBI), and the need for TB screening within local schools and businesses, with over 700 community members tested for the disease after exposure.

Vector Borne Illness

The CDC reports that cases of vector-borne illness have tripled in the US from 2004 to 2016, with nine new pathogens spread by mosquitoes and ticks having been discovered or introduced during that same time period. In Wisconsin in 2016, there were over 3,000 reports of vector-borne illness occurring within the state. Most cases identified in Wisconsin are West Nile Virus and Lyme Disease. In Sheboygan County,

between 2010 and 2018, there was one case of West Nile Virus and 77 cases of Lyme Disease reported through the WEDSS. Based on previous hazard occurrences (as reported by the Wisconsin Department of Health and Family Services), Sheboygan County has experienced a significant increase in Lyme Disease incidents each year, with approximately nine cases occurring annually between 2010 and 2018 compared with five cases per year occurring between 2000 and 2009.

Probability of Hazard Occurring in the Future

As there have been no natural occurrences of anthrax, plague, or smallpox in the State of Wisconsin since 1990, the probability that an outbreak of any of these diseases will occur is low. However, the CDC has recognized all of these diseases as potential weapons that could be used in a terrorist attack. Although a terrorist attack has not occurred to date in Wisconsin, the nature of these acts make them very unpredictable. Sheboygan County's relatively low population density and the lack of a regularly used venue which attracts large crowds make it unlikely that a terrorist attack of this type will take place in the planning area.

The large-scale outbreak of measles in the United States in 2019 must be taken into consideration when determining the probability of a local outbreak. Attention must be brought to this disease, and the CDC and local health departments have begun a major campaign to educate people about the opportunity to get vaccinated in order to avoid infection. Therefore, the availability of a vaccination, and the effort of healthcare workers to promote it, also must be considerations in determining the probability of a local outbreak.

Because reports of communicable disease (CD) have continued to occur within Sheboygan County between 2010 and 2018, it is highly probable that future occurrences will be reported in the county. Sheboygan County WEDSS data shows that reports of CD within the county have generally continued to increase since 2014. This is likely due to changes in reporting requirements and increases in global mobility of residents.

Based on the hazard frequency, Sheboygan County is considered to have a **high** probability of experiencing a communicable disease occurrence in any given year.

Areas at Greatest Risk

In the case of a terrorist attack involving the release of a biological agent, it is likely that the event would take place in an area that attracts large crowds of people. The other communicable diseases discussed in this section have little geographic affiliation. Locations with dense populations will be at higher risk, as there are more people to spread the disease. Natural features (such as ponds, forests, and wetlands) are likely higher risk areas for insects that transmit diseases such as West Nile Virus and Lyme Disease. Hospitals and other facilities may also be more conducive to the transmission of infection. However, these diseases can occur anywhere, and therefore should be planned for accordingly.

Impacts from Hazard

Death and Injury

A number of deaths have occurred due to communicable diseases in Sheboygan County. Over the decade from 2005 to 2015, there was a total of 184 deaths associated

with infectious or parasitic diseases that occurred within the county, with an average of nearly 17 deaths occurring each year during that period. Several injuries occurred due to communicable diseases in Sheboygan County over that period as well, although it is difficult to obtain a good estimate of the number of such injuries.

Public Health and Safety

The major impacts of a communicable disease outbreak on public health have been discussed throughout this section of the plan. In addition to the information already provided, a number of other public health issues could be related to a communicable disease outbreak, especially in the event of a biological terrorist attack. Primarily, people may experience anxiety or high levels of stress during such an event, especially individuals and family members directly affected and personnel that are needed to respond to such an incident.

Structures at Risk

There would be little impact on buildings in the event of a communicable disease outbreak. The majority of communicable diseases discussed in this section would have little impact on structures in the planning area. However in the event that a Category A agent was released as part of a terrorist attack, some consequences may result. Primarily, transportation services would be heavily impacted. Mass transit vehicles (such as buses and airplanes) may be used to move people away from danger or to transport large quantities of people to healthcare facilities. In addition, roads, railways and airlines in the affected area may be closed down for security purposes.

Critical Facilities

Undoubtedly, the primary impact on critical facilities would be on hospitals and other healthcare facilities, including doctor's offices, clinics, and urgent care facilities. However, the impact will vary depending on the number of people affected by the outbreak and the severity of the disease in question. An outbreak of a Category A agent (such as anthrax) would certainly have a greater impact than an increase in the number of people that are already affected by the flu every year, regardless of the number of people that are infected.

In the case of a terrorist attack, in which a category A agent was released, other emergency responders would be impacted. Police and fire personnel would be called upon to provide security and maintain order during an event. Emergency medical personnel would be needed to treat people on site and to transport those who were severely affected to healthcare facilities. Schools may be used as shelters for people who must evacuate an affected area, or as treatment centers.

Economic Impacts

The economic impacts associated with a communicable disease outbreak will vary depending on the severity of the event. In a best case scenario, only a small number of people will be affected. In this situation, costs incurred will be primarily associated with the healthcare costs of the affected individuals. A worst case scenario would be a mass casualty event. An event such as this could result in costs for decontamination, security, transportation (including air and land transport to and from healthcare facilities), hazardous materials waste, and healthcare. In addition, some businesses may

be forced to shut down for security purposes, and people may be forced to evacuate an area if their health is in danger.

Locally, the 2013 multidrug resistant tuberculosis outbreak resulted in a petition and receipt of \$4.6 million appropriated to Sheboygan County local government through the state biennial budget to assist in tuberculosis treatment, contact investigation and isolation/quarantine measures. Communicable disease outbreaks can be quite costly to communities.

Estimate of Potential Dollar Losses

This estimate is not needed, as no vulnerable structures or geographic areas have been identified.

Water Supply Contamination

Description of Hazard

Both water contamination threats and water contamination incidents can be used to interrupt the delivery of safe water to a population, interrupt fire protection, create public panic, or cause disease or death in a population. A water contamination threat occurs when the introduction of a contaminant into the water system is threatened, claimed or suggested by evidence. A water contamination incident occurs when a point or non-point source pollutant successfully enters the public groundwater supply and/or surface water supplies. Both threats and incidents of water contamination can have several consequences, including:

- Creating an adverse impact on public health;
- Disrupting system operations and interrupting the supply of safe drinking water;
- Causing physical damage to system infrastructure;
- Reducing public confidence in the water supply; and
- Long-term denial of water and the cost of remediation and replacement.

Only a few contaminants have the potential to produce widespread death or disease in a population, including pathogens, biotoxins, and a few highly toxic chemicals that may remain stable in water long enough to adversely impact public health. A larger group of contaminants could cause localized death or disease, while hundreds of other contaminants could potentially disrupt service or undermine consumer confidence, but would not result in death or disease.

Table 3.10 lists contaminant classes that would potentially have an adverse impact if introduced into the drinking water supply, and also includes specific examples and sources of these contaminants. Please note that this is not a complete list of possible contaminants; rather, it is intended to illustrate relevant contaminant classes. There may be many other substances that could be used to contaminate the water supply. The causes of water contamination are numerous, and range from failing septic systems, leaking underground storage tanks, intentional terrorist attacks, runoff of harmful pollutants, and the simple improper use of household chemicals. Natural hazards (such as flooding) may lead to contamination of ground and surface waters. Agricultural land uses may also pose a threat to the public water supply, as runoff may contain harmful pesticides, insecticides, fertilizers and manure.

Table 3.10: Classes of Potential Water Contaminants

Class	Examples	Sources	Limited Access
Microbiological Contaminants			
Bacteria	<i>E. Coli</i> , anthrax, brucellosis, Burkholderia bacteria, Campylobacter bacteria, <i>Salmonella typhi</i> (typhoid fever), <i>Francisella tularensis</i>	Naturally occurring, microbiological laboratories, state-sponsored programs	Yes (for select agents)
Viruses	Caliciviruses, Enterovirus, Hepatitis A and E, Variola, VEE virus	Naturally occurring, microbiological laboratories, state-sponsored programs	Yes (for select agents)
Parasites	<i>Cryptosporidium parvum</i> , <i>Entamoeba histolytica</i> , <i>Toxoplasma gondii</i> (toxoplasmosis)	Naturally occurring, microbiological laboratories	No
Chemical Contaminants - Inorganic			
Corrosives and caustics	Toilet bowl cleaners, tree-root dissolver, drain cleaners	Retail, industry	No
Cyanide salts of cyanogenics	Sodium cyanide, potassium cyanide, amygdalin, cyanogen chloride, ferricyanide salts	Supplier, industry	Yes
Metals	Mercury (and mercury salts), lead (and lead salts), osmium, and complexes (including those of iron, cobalt, and copper)	Industry, supplier, laboratory	Yes
Nonmetal oxyanions, organo-nonmetals	Arsenate, arenite, selenite salts, organoarsenic, organoselenium compounds	Some retail, industry, supplier, laboratory	Yes
Chemical Contaminants - Organic			
Fluorinate organics	Sodium trifluoroacetate (rat poison), fluoroalcohols, fluorinated surfactants	Supplier, industry, laboratory	Yes
Hydrocarbons and their oxygenated and/or halogenated derivatives	Paint thinners, gasoline, kerosene, alcohols, ethers, haloalkanes	Retail, industry, laboratory, supplier	No
Insecticides	Organophosphates, chlorinated organics, carbamates, some alkaloids	Retail, industry, supplier	Yes
Malodorous, noxious, foul-tasting chemicals	Thiols, amines, inorganic esters	Laboratory, supplier, police supply, military depot	Yes
Organics, water-miscible	Acetone, methanol, ethylene glycol (antifreeze), phenols, detergents	Retail, industry, supplier, laboratory	No
Pesticides (other than insecticides)	Herbicides, rodenticides	Retail, industry, agriculture, laboratory	Yes
Pharmaceuticals	Cardiac glycosides, some alkaloids, antineoplastic chemotherapies, anticoagulants, illicit drugs	Laboratory, supplier, pharmacy, natural stores	Yes
Chemical Warfare Agents			
Schedule 1 Chemical Weapons	Organophosphate nerve agents (sarin, tabun, VX), vesicants (nitrogen and sulfur mustards), lewisite	Suppliers, military depots, some laboratories	Yes
Biotoxins			
Biologically produced weapons	Biotoxins from bacteria, plants, fungi, protists, defensive poisons in some marine and terrestrial animals - this category would include ricin, saxitoxin, botulinum toxins, and microcystins	Laboratory, supplier, pharmacy, natural source, state-sponsored programs	Yes
Radiological Contaminants			
Radionuclides	These may come from medical devices and industrial irradiators including both the metals and salts - this category does not include nuclear, thermonuclear, or neutron bombs	Laboratory, state sources, waste facilities	Yes

Source: "Response Protocol Toolbox: Planning for and Responding to Drinking Water Contamination Threats and Incidents," USEPA, 2004; and Bay-Lake Regional Planning Commission, 2013.

Previous Significant Hazard Occurrences

Sheboygan County emergency management officials recognize that previous incidents of water contamination have occurred in the planning area; however, due to the sensitive nature of this information, these incidents are to remain confidential.

Hazard Frequency

There is no reportable record of water supply contamination for Sheboygan County in order to develop a hazard frequency.

Probability of Hazard Occurring in the Future

It is likely that there will be an occurrence of water supply contamination in Sheboygan County in the future. However, it is not possible to predict the nature and scale of these incidents. Sheboygan County is considered to have a **low** probability of experiencing a water supply contamination occurrence in any given year.

Areas at Greatest Risk

Areas at greatest risk for intentional contamination would be those areas served by public water supply systems. These systems provide water for human consumption to the public through piped or other constructed conveyances. Table 3.11 shows all of the municipal or community public water supply systems that serve areas in Sheboygan County, as well as the population size they serve.

Ground and surface water supplies and wells that are located near agricultural land uses and construction sites may also be at greater risk of contamination from nonpoint source pollution contained in runoff. In addition, water supplies located within floodplains are at greater risk of contamination during a flood event.

Table 3.11: Public Water Supply Systems in Sheboygan County

Facility	Location Served	2018 Population ¹
Adell Waterworks	Village of Adell	507
Cascade Waterworks	Village of Cascade	689
Cedar Grove Waterworks	Village of Cedar Grove	2,104
Elkhart Lake Waterworks	Village of Elkhart Lake	1,002
Glenbeulah Waterworks	Village of Glenbeulah	454
Kettle Moraine Correctional Institution ²	Facility proper	1,178
Kohler Waterworks ³	Village of Kohler	2,105
Oostburg Waterworks	Village of Oostburg	2,976
Plymouth Waterworks	City of Plymouth	8,686
Random Lake Waterworks	Village of Random Lake	1,567
Rocky Knoll Health Care Facility ²	Facility proper	149
Sheboygan Falls Utilities ³	City of Sheboygan Falls	7,951
Sheboygan Town Waterworks	Town of Sheboygan	7,706
Sheboygan Water Utilities	City of Sheboygan	48,846
Waldo Waterworks	Village of Waldo	494

¹Unless otherwise noted, most population figures come from 2018 Wisconsin Department of Administration Demographic Services Center population estimates for the noted municipality. It should be noted that the entire population of a municipality may not be served by municipal water.

²Population in the two institutions cited came from websites from those respective institutions.

³Source water is from the City of Sheboygan Water Utilities.

Source: Wisconsin Department of Natural Resources, 2019; Wisconsin Department of Administration, Demographic Services Center, 2018; Wisconsin Department of Corrections, 2018; Sheboygan County, 2019; and Bay-Lake Regional Planning Commission, 2019.

Impacts from Hazard

Death and Injury

No data on deaths or injuries is available for water supply contamination occurrences for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018.

Structures at Risk

There would be little impact on buildings in the event of a water supply contamination occurrence. The primary impact of a water supply contamination would be on the public water supply systems. If the public water supply were to become contaminated, the amount of water available to the public would be limited.

Critical Facilities

The critical facility type that would be primarily impacted would be public water supply systems. The impact of a water contamination occurrence on the county's critical facilities would be dependent upon the geographic extent of the event, the time required to eliminate any risk, and the type and concentration of the contaminant involved. At best, the contamination could be dealt with quickly without shutting off the water supply, and therefore, the impact of the event would not be felt. However, if the contamination were severe, these facilities may be forced to operate without water. This would have the most impact on hospitals and other medical facilities, schools, and other emergency operations centers. In addition to the loss of water supply, hospitals, medical facilities, and other emergency response centers will likely experience increased workloads if contaminated water reaches the public.

Economic Impacts

In any water supply contamination occurrence, the largest economic costs would be associated with alleviating the threat posed to the public and the environment.

Estimate of Potential Dollar Losses

Costs to make affected water supplies safe for drinking after a contamination incident would vary greatly depending on how many facilities are affected, how much of the supply infrastructure is affected, and the type of contaminant.

Violence

Description of Hazard

Violence includes civil disturbances, workplace and school violence, and jail disturbances. Civil disorder in general can be described as incidents intended to disrupt a community to the degree that law enforcement intervention is required to maintain public safety. Most of these incidents are associated with controversial political, judicial or economic issues.

Previous Significant Hazard Occurrences

According to the *Sheboygan County Hazard Analysis*, the county has not experienced any major incidents of violence up to this point. Labor strikes have occurred in the past, but have been generally peaceful and lacking in hostile actions. There have also been several prank bomb threats that have been called in to schools and businesses. In each incident, no bombs were found, but objects that were explosive in nature were discovered in some cases. In addition, threats against management officials and others in high ranking positions have been made but never carried out.

Sheboygan County has a medium security prison located within its boundaries. Over the years, overcrowding of inmates and a shortage of trained, experienced guards has increased the potential for disturbances, riots and escapes.

Hazard Frequency

There have been no major incidents of violence (including civil disturbances, workplace and school violence, and jail disturbances) reported in Sheboygan County in the past 24 years. Several generally peaceful labor strikes have occurred in the past at locations such as the Kohler Company, Die Cast, Lawn Boy and Hayssen.

Probability of Hazard Occurring in the Future

The probability of a significant violence event occurring is **low** for Sheboygan County.

Areas at Greatest Risk

Civil disturbances, such as those resulting from labor strikes or protests, are more likely to occur in areas with larger populations or where large employers are located. School violence could potentially occur at any of the educational facilities located within the county. Jail disturbances could occur at the Sheboygan County Jail or the Kettle Moraine Correctional Institution.

Impacts from Hazard

Death and Injury

No data on deaths or injuries is available for significant violence occurrences for Sheboygan County over the last 24 years from January 1, 1995, to December 31, 2018.

Structures at Risk

In most cases, there would be little impact on buildings in the event of an outbreak of violence in the county. However, it is possible that a riot could result in fires being set, which could impact buildings located in the vicinity of the unrest. Furthermore, during periods of large-scale disorder, crime generally increases. One ramification of this could be break-ins and robberies at businesses and homes, causing structural damage such as damaged windows and doors.

The *Sheboygan County Hazard Analysis* does note that several fake bomb threats have been called in at various times in the past. If an actual bomb were to be used in an attack, the building in which it was located, as well as surrounding buildings, would be impacted upon detonation.

Critical Facilities

In most cases, there would be little impact to critical facilities in the event of an outbreak of violence, unless the act took place directly in or around the facility itself. Many critical facilities are places of business or provide services to the public, and therefore employ several people. As a result, it is possible that acts of workplace violence could impact the facility, causing disturbances in function, injuries to employees, and even structural damage, particularly if explosives or fires are involved. Other acts of violence (such as riots and protests) could have similar impacts on other critical facilities, such as schools, prisons and jails.

Economic Impacts

Businesses could potentially be impacted by acts of violence if they were forced to shut down for any period of time.

Estimate of Potential Dollar Losses

This estimate is not needed, as no specific vulnerable structures or geographic areas have been identified.

CYBERSECURITY

Description of Hazard

Cyberattacks can be described as "the hostile use of information technology by individuals or groups for the purpose of financial gain or as an action to further a social or political agenda." Cyberattacks include "the use of information technology to threaten, exchange information and/or organize and execute attacks against networks, computer systems and infrastructure." Common examples of cyberattacks "include, but are not limited to, unauthorized access to networks, infection of vulnerable systems by computer viruses, website defacing, and denial of service attacks." Cyberattacks are man-made hazards "which can affect demographically and geographically diverse populations."

Previous Significant Hazard Occurrences

There have been no known reported cyberattacks that have been isolated to Sheboygan County. However, there have been cyberattacks on public safety and government agencies, medical centers and educational institutions across Wisconsin in recent years, some of which took place near Sheboygan County.

In the past decade, "there has been an increase in cyberattacks directed at power generation and oil companies. These attacks have used a variety of techniques, none of which are very advanced or hard to develop and manage. Although evidence suggests the growing trend in these attacks appears to target individual entities instead of primary infrastructure, a mass coordinated attack cannot be discounted."

Hazard Frequency

The frequency of cyberattacks specific to Sheboygan County is currently unknown. Wisconsin Emergency Management (WEM) has reported out on statewide internet crime based on FBI reports; in 2015, there were over 3,400 victims of cybercrime who collectively lost over \$10 million, some of whom presumably resided in Sheboygan County. The FBI data are classified by victim demographics, crime type, type of loss, subject count and subject location.

Probability of Hazard Occurring in the Future

While the history of this hazard has involved a minimal number of occurrences, the number of potential targets that could be attacked and number of ways that cyberattacks could occur are always increasing. Since information technology is used everywhere today, the probability of this hazard occurring in the future is **high**.

Areas at Greatest Risk

Common targets of cyberattacks can include public safety and government agencies, medical centers and educational institutions. Other targets can include power generation and oil companies. Financial institutions (such as banks and credit unions) can be attacked for financial gain. Cyberattacks can also be directed at business, research or industrial targets for purposes of industrial espionage. In addition, cyberattacks can be directed at the electoral infrastructure, particularly in the case of key nationwide elections. Vulnerable individual citizens can also be the victims of

various internet crimes. In other words, there are virtually no sectors of society that are immune to potential cyberattacks.

Impacts from Hazard

Death and Injury

Deaths and injuries are not expected to occur directly from cyberattacks. However, longer response times (or the ability to respond at all) to incidents could become problematic, making some injuries more critical than they might have been with more satisfactory response times, and leading to some fatalities in cases where a person could have been saved. Cyberattacks could impact a variety of assets that are needed to respond in a timely and adequate manner to individuals who are injured during a cyberattack. In addition, cyberattacks could indirectly lead to injuries and possible deaths in circumstances in which infrastructure that relies on electrical power (such as traffic signals) is unable to function, leading to unnecessary crashes.

Structures at Risk

Damage to structures is not expected to occur directly from cyberattacks. However, when structural damage does occur (due to fires and other hazards), longer response times (or the ability to respond at all) could become problematic, making structural damage more significant than it might have been with more satisfactory response times. Cyberattacks could impact certain assets that respond to threats to structures, including communications, water, fire and rescue, and disaster response.

Critical Facilities

A variety of critical facilities identified in this plan could be impacted by cyberattacks, including communications, water, electric, government, fire and rescue, hospitals and clinics, natural gas, law enforcement, military installations, the airport, and disaster response. Other critical facilities that could potentially be impacted by cyberattacks include schools and sewage treatment plants.

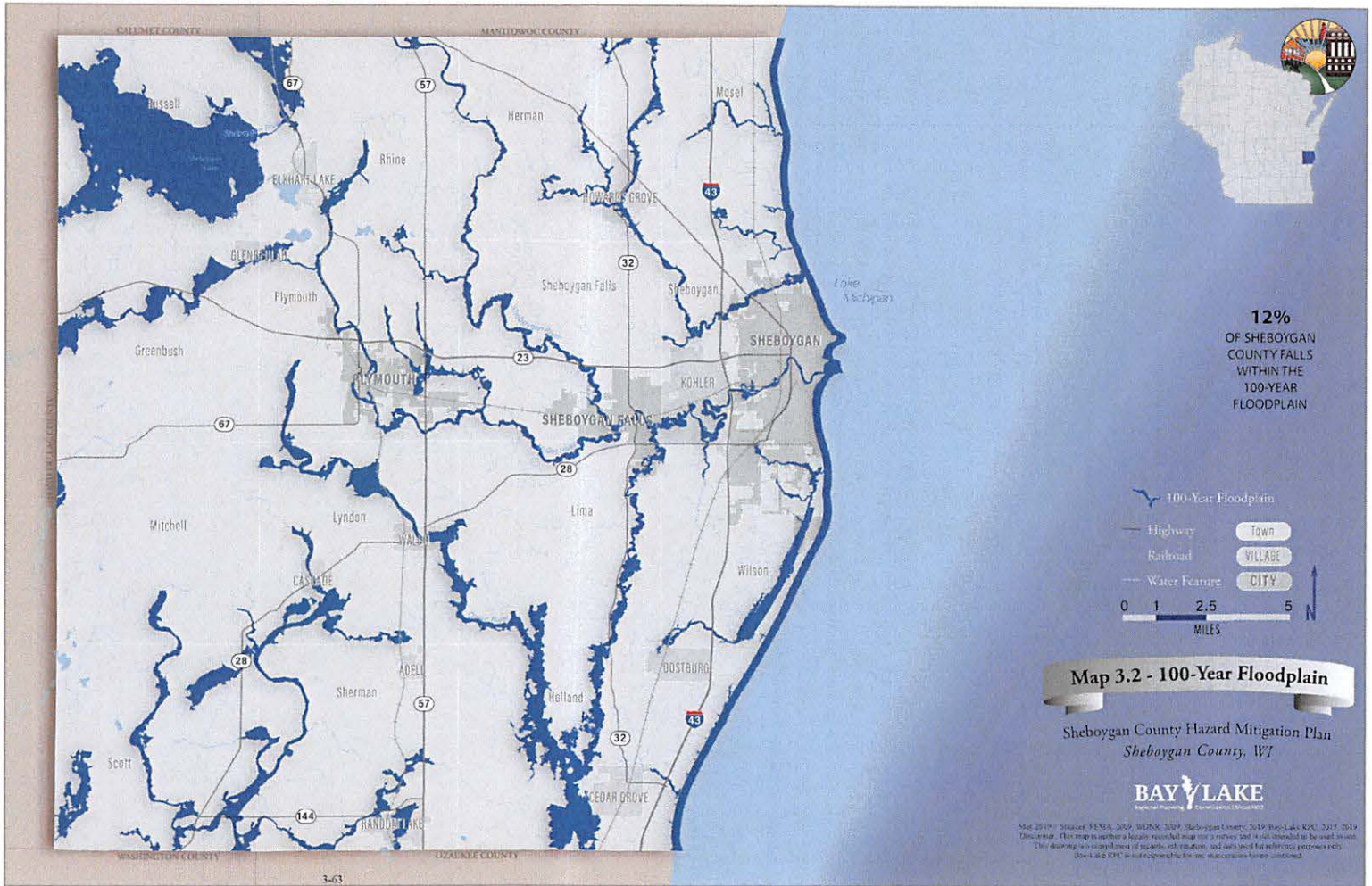
Economic Impacts

Losses due to deaths and injuries, damage to structures, and costs to critical facilities that were exacerbated by the cyberattack could be significant. This impacts could affect the larger economy in Sheboygan County, and could possibly extend to a broader region. Damage to several sectors of the economy could require state and/or federal government assistance. Individuals can also suffer economic damage from cyberattacks to their bank accounts or other financial assets.

Estimate of Potential Dollar Losses

This estimate is not needed, as no specific vulnerable structures or geographic areas have been identified.

(Note: Wisconsin Emergency Management's 2016 Threat and Hazard Identification Risk Assessment (THIRA) and State Preparedness Report (SPR) and its discussion regarding Cyber Incidents was used to prepare this section).



12%
OF SHEBOYGAN
COUNTY FALLS
WITHIN THE
100-YEAR
FLOODPLAIN

0 1 2.5 5
MILES

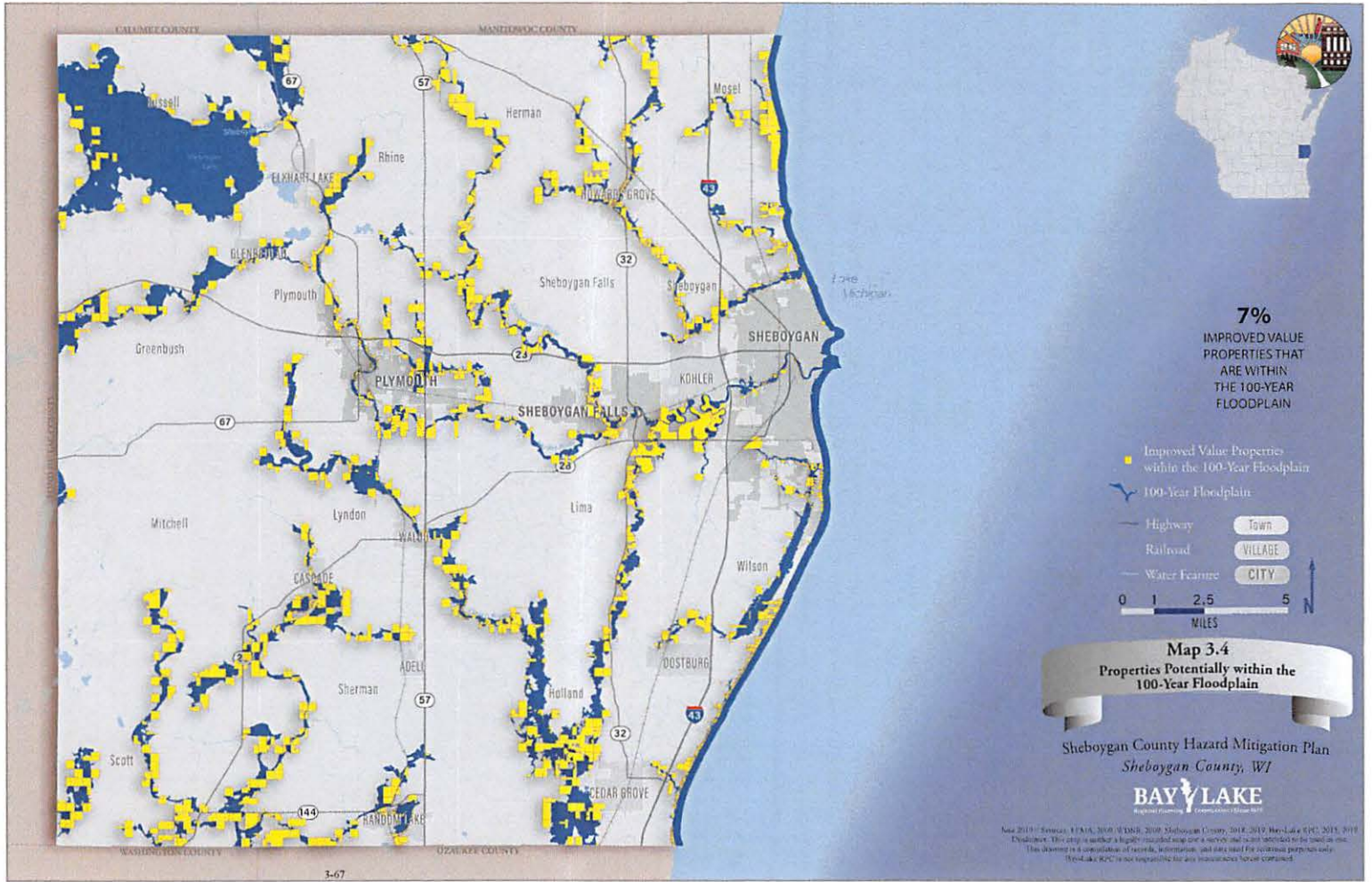
Map 3.2 - 100-Year Floodplain

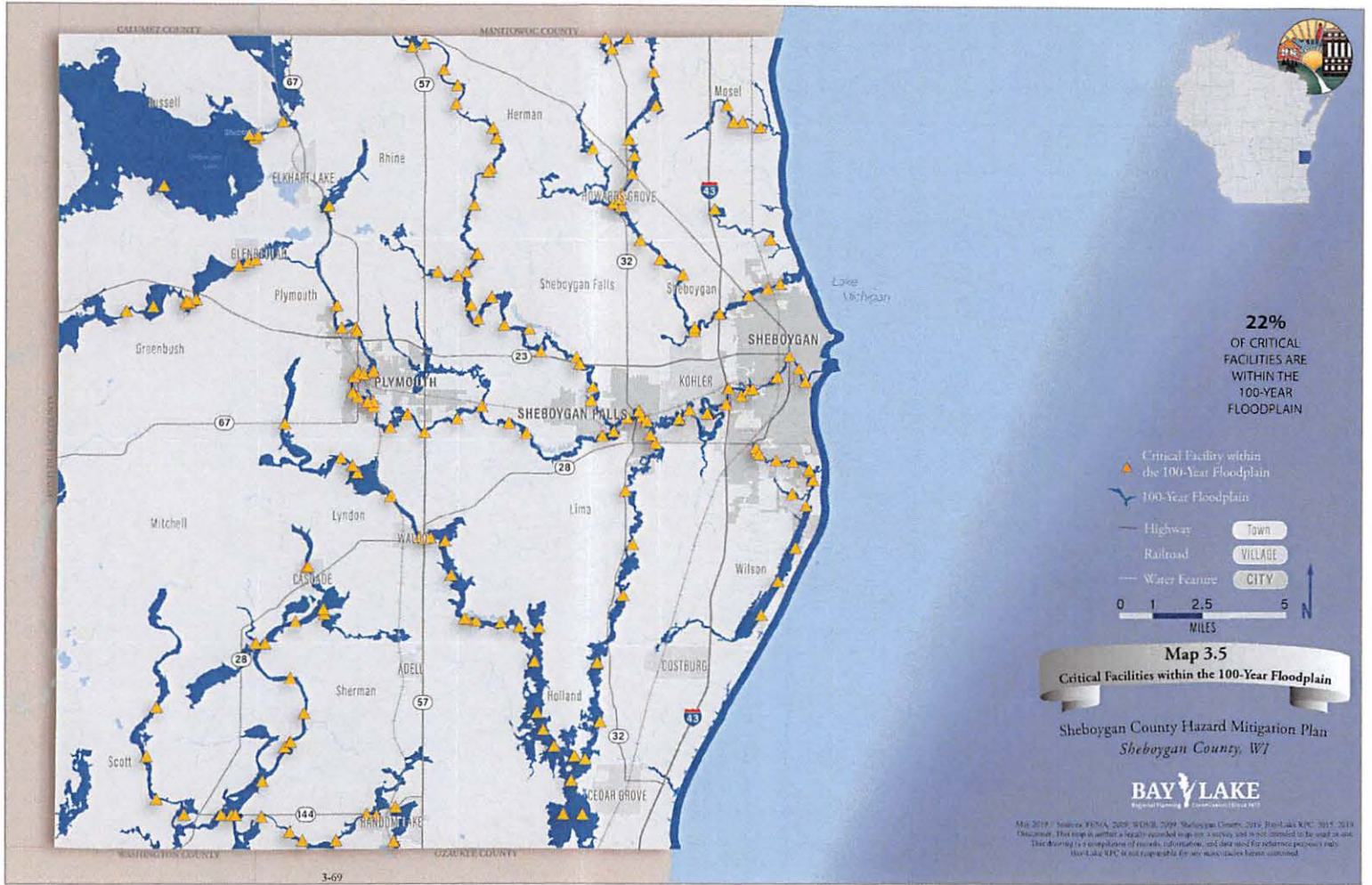
Sheboygan County Hazard Mitigation Plan
Sheboygan County, WI



Map 2019 - Sources: FEMA, 2009; WISCONSIN, 2009; Sheboygan County, 2019; Bay Lake KPC, 2017, 2019. Disclaimer: This map is neither a legal requirement map nor a survey, and is intended to be used as such. This document is a compilation of reports, information, and data from third-party sources and is not a legal document. Bay Lake KPC is not responsible for any inaccuracies therein contained.









CHAPTER 4 - MITIGATION STRATEGY

INTRODUCTION

As defined by the Disaster Mitigation Act of 2000, mitigation is a "sustained action that reduces or eliminates long-term risk to people and property from natural hazards and their effects." Mitigation planning is the systematic process of learning about the hazards that can affect the planning area, setting clear goals, identifying appropriate actions, and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability, and can reduce the enormous cost of disasters to the government and property owners. Mitigation can also protect critical community facilities and infrastructure; reduce exposure to liability; and minimize community disruption.

The mitigation strategy outlines the general goals to be achieved through the implementation of the *Sheboygan County Hazard Mitigation Plan*. From the identified hazard mitigation goals, a mitigation strategy was developed to identify specific projects and activities that could help achieve the county's hazard mitigation goals in order to make the county and its communities safer and better prepared for disasters.

This chapter includes: a discussion of the mitigation efforts that are currently underway; the county's plan to implement the mitigation actions; an assessment of the county's pre- and post-disaster hazard management policies, programs and capability to mitigate hazards; and an evaluation of the current and potential sources of federal, state and private funding to implement mitigation activities.

MITIGATION GOALS

The following mitigation goals are intended to be used by public officials and emergency response personnel as general guidelines to mitigate the hazards identified in Chapter 3. These goals are broad in order to apply to all of the hazards addressed in the plan.

- Goal #1: Implement policies and programs designed to reduce or eliminate the impacts of hazards on people and property.
- Goal #2: Collect and utilize data needed to improve policy making and the identification of appropriate mitigation projects.
- Goal #3: Build and support local capacity and commitment to continuously lessen the impacts of hazards on people and property.
- Goal #4: Enhance enforcement measures to reduce the impacts of hazards on people and property.
- Goal #5: Enhance the use of natural resource protection measures as a means to reduce the impacts of hazards on people and property.
- Goal #6: Obtain and maximize additional resources necessary to reduce the impact of hazards on people and property.
- Goal #7: Enhance training, education and outreach efforts that describe potential effects of hazards and ways to reduce their impact.

Goal #8: Promote intergovernmental coordination and cooperation in planning for and implementing hazard mitigation strategies.

MITIGATION TECHNIQUES

To establish a framework for the development of mitigation strategies, the following mitigation techniques were considered. The six mitigation categories described below served as the basis in formulating mitigation strategies for each of the hazards addressed in Chapter 3 of this plan.

Prevention

Prevention activities are intended to keep hazard-related problems from getting worse. They are particularly effective in limiting the county's and each community's future vulnerability, especially in areas where development has not occurred or capital improvements have not been substantial. Examples of prevention activities include:

- Planning and zoning;
- Hazard mapping;
- Building codes;
- Studies/data collection and analysis;
- Open space preservation;
- Floodplain regulations;
- Stormwater management;
- Drainage system maintenance;
- Capital improvements programming; and
- Riverine setbacks.

Property Protection

Property protection measures are intended to enable structures to better withstand hazard events, remove structures from hazardous locations, or provide insurance to cover potential losses. Examples include:

- Acquisition;
- Relocation;
- Building elevation;
- Critical facilities protection or "hardening;"
- Retrofitting (i.e., wind proofing, flood proofing, seismic design standards, etc.);
- Insurance; and
- Safe room construction.

Natural Resource Protection

Natural resource protection activities reduce the impact of hazards by preserving or restoring the function of environmental systems. In some cases, natural systems may include high hazard areas, such as floodplains, areas of steep slope or barrier islands. Thus, natural resource protection measures can serve the dual purpose of protecting

lives and property while enhancing environmental goals, such as improved water quality or recreational opportunities. Examples include:

- Floodplain protection;
- Riparian buffers;
- Fire resistant landscaping;
- Best management practices;
- Fuel breaks;
- Erosion and sediment control;
- Wetland preservation and restoration;
- Habitat preservation; and
- Slope stabilization.

Structural Projects

Structural mitigation projects are intended to lessen the impact of a hazard by physically modifying the environment. They are usually designed by engineers and managed or maintained by public works staff. Examples include:

- Reservoirs;
- Levees/dikes/floodwalls;
- Diversions/Detention/Retention;
- Channel modification; and
- Storm sewer construction.

Emergency Services

Although not typically considered a "mitigation technique," emergency services can significantly reduce injuries and loss of life associated with hazards. These actions are typically taken immediately prior to, during, or in response to a hazard event. Examples include:

- Warning systems;
- Search and rescue;
- Evacuation planning and management; and
- Flood "fighting" techniques.

Public Information and Awareness

Public information and awareness activities are used to advise residents, business owners, potential property buyers, visitors, and government officials about hazards, hazardous areas and mitigation techniques they can use to protect themselves and their property. Measures used to educate and inform the public include:

- Outreach and education;
- Speaker series and demonstration events;
- Real estate disclosure; and
- Training.

MITIGATION ACTION PLAN

Mitigation actions form the core of the mitigation plan. Table 4.1 lists the mitigation strategies developed for Sheboygan County, while Table 4.2 lists the mitigation strategies developed for the municipalities in the county. Each table lists the hazard type, associated mitigation actions, the estimated costs of each project (where known), responsible agencies, and the project timetable. Potential funding sources available for mitigation actions are listed in a separate section following the tables. The identified actions and projects aim to reduce the effects of hazards on the population, services, and existing and new buildings and infrastructure.

The county Emergency Management staff will track the implementation of mitigation actions over time. Information on completed or revised actions will be documented in future five-year updates of the county hazard mitigation plan.

Prioritization Process

In developing this mitigation strategy, members of the plan steering committee considered, from their perspective, the various proposed action items, and came to consensus as to whether each strategy would be ranked "high," "medium" or "low," based on need, funding, cost-benefit analysis, and anticipated political support.

Cost-Benefit Review

In developing this mitigation strategy, members of the plan steering committee considered, from their perspective, the costs and benefits of the various proposed action items. This cost-benefit review was a factor in the prioritization process. Full-blown cost-benefit calculations were not prepared for each action item included in the plan. The cost effectiveness of each action item will be addressed and completed through the project development process.

COMPLETED MITIGATION ACTIONS

Since the preparation of the 2012 hazard mitigation plan for Sheboygan County, some of mitigation actions identified in the action plan have been completed. The following lists those actions that have been completed in Sheboygan County.

- Creation of a hardened emergency communication facility.
- Collection of "building footprints" for all structures in Sheboygan County to allow for analysis of where facilities and structures are located (completed for towns, but is not being pursued for cities and villages).
- Mapping of high hazard areas for coastal erosion and landslides.
- Redirected County Highway LS due to the threat from coastal erosion.

Table 4.1: County Mitigation Strategies

NATURAL HAZARDS				
Multiple Natural Hazards				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Evaluate and quantify generator backup capacity and promote use where beneficial	High	Ongoing	Costs to be determined	County and City Emergency Management
Acquire a mass notification system	High	2020-2025	~\$25,000/annually	County Emergency Management
Acquire and promote use of NOAA weather radios, which continually broadcast National Weather Service forecasts, warnings, and other crucial weather information as well as warnings regarding natural, man-made, or technological hazards	High	2020-2025	\$30,000 (for purchase of approximately 1,000 radios)	County Emergency Management and County Local Emergency Planning Committee
Develop a joint information plan	High	2020-2025	Covered by existing budgets	County and City Emergency Management, County Health and Human Services Dept., City Police Dept., hospitals, and local EMS
Disseminate hazard information to the public via a mass notification system	High	Ongoing	Covered by existing budgets	National Weather Service, County Sheriff's Dept., Sheboygan City Police Dept., and Sheboygan County Health and Human Services Dept.
Encourage residents to prepare themselves by stocking up with necessary items and planning for how family members should respond if any emergency or disaster events strike	Medium	Ongoing	Covered by existing budgets	County Emergency Management, American Red Cross, and County Health Dept.
Collect building height data for all structures in the County	Low	2020-2025	Costs to be determined	County Planning and Conservation Dept., County Health and Human Services Dept., and Wisconsin DNR
Work with County, State, and Federal agencies to maintain a consistent critical facility database	Low	Ongoing	Costs to be determined	County Emergency Management
Tornado/Strong Wind				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Extensive media coverage during Tornado Awareness Week to educate the public regarding this hazard	Medium	Ongoing	Covered by existing budgets	County Emergency Management
Assist National Weather Service in conducting tornado spotter training programs and organizing local tornado spotter networks	Medium	Ongoing	Covered by existing budgets	County Emergency Management and National Weather Service
Use of early warning system through pagers, NOAA weather radios, and sirens to first responders	Medium	Ongoing	Covered by existing budgets	County Emergency Management and County Sheriff's Dept.

Table 4.1: County Mitigation Strategies (Continued)

Tornado/Strong Wind (Continued)				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Consider construction of safe shelters for mobile home parks and other vulnerable public areas	Medium	Ongoing	Costs to be determined	County Emergency Management and local EMs
Assist personnel in schools and businesses, public facility managers, and citizens in determining the "best available" tornado safety areas	Medium	As needed	Covered by existing budgets	County Emergency Management
Review and update Comprehensive Safety Plan for all county buildings	Medium	As needed	Covered by existing budgets	County Emergency Management and County Safety Committee
Continue to hold tornado safety drills	High	Ongoing	Covered by existing budgets	County Emergency Management and National Weather Service
Continue to test and oversee outdoor warning systems	High	Ongoing	Covered by existing budgets	County Emergency Management, County Sheriff's Dept., and local jurisdictions
Educate public to secure loose items (such as yard and patio furniture) during tornado or high wind events	Low	Ongoing	Covered by existing budgets	National Weather Service
Winter Storm				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Ensure that plow and salting equipment is operational and available for all winter storm events	High	Ongoing	Covered by existing budgets	County Highway and local public works departments
Utilization of the media to disseminate emergency information during winter storm events	High	As needed	Covered by existing budgets	Local Law Enforcement and National Weather Service
Provide educational materials to the public regarding safety during winter storm events	Medium	Ongoing	Covered by existing budgets	Local highway/public works and local law enforcement authorities
Flooding				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Continue to issue early warnings through flood advisory bulletins to county residents as needed	High	Ongoing	Covered by existing budgets	National Weather Service
Dissemination of instructions to the public through the media on a timely basis as needed	High	As needed	Covered by existing budgets	National Weather Service
Maintain information regarding, and coordination of, congregate care facilities for potential evaluation purposes	High	Ongoing	Covered by existing budgets	American Red Cross
Maximize participation in the National Flood Insurance Program in the county and its municipalities*	High	Ongoing	Covered by existing budgets	County Planning and Conservation Dept.
Incorporation of Floodplain Management into Comprehensive Plan Updates*	Medium	Ongoing	Covered by existing budgets	County Planning and Conservation Dept. and local jurisdictions

Table 4.1: County Mitigation Strategies (Continued)

Flooding (Continued)				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Handle the evacuation of people and property in the case of a severe flood event	High	As needed	Covered by existing budgets	Local law enforcement, fire depts., and public works depts.
Provide sand and bags for volunteers to sandbag	Low	As needed	Covered by existing budgets	County Emergency Management (bags) and County Highway Dept. and Local Public Works Depts. (sand)
Review and update floodplain zoning ordinances as necessary	Medium	As needed	Covered by existing budgets	County Planning and Conservation Dept. and local jurisdictions
Land use/comprehensive planning review and updates	Medium	Ongoing	Covered by existing budgets	County Planning and Conservation Dept., and local jurisdictions
Promote the sale of flood insurance, particularly to county residents in areas determined to be at elevated risk for flooding	Low	Ongoing	Covered by existing budgets	Local Lenders, Insurance Agents, and FEMA
Review dam plans and notification procedures	Medium	As needed	Covered by existing budgets	County Emergency Management and Other Pertinent Parties
Dense Fog				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Dissemination of fog advisories to alert the public regarding conditions that may make travel difficult	High	As needed	Covered by existing budgets	National Weather Service
Install signage in areas of high fog event incidences	Medium	As needed	Covered by existing budgets and/or highway safety grants	WisDOT and County Traffic Safety Commission
Lightning/Thunderstorm				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Protection of structures through the use of fire resistant materials	Low	Ongoing	Costs to be determined	Local building inspectors
Continue to distribute awareness/educational materials to inform the public of safety procedures to follow in a lightning storm	Medium	Ongoing	Covered by existing budgets	County Emergency Management and American Red Cross
Disseminate severe weather safety information to the public in an effort to educate residents regarding the lightning/thunderstorm hazard	High	As needed	Covered by existing budgets	National Weather Service
Use of early warning system through pagers and NOAA weather radios to first responders	Medium	As needed	Covered by existing budgets	County Emergency Management, County Sheriff's Dept and Sheboygan City Police Dept.
Harden utility infrastructure to make it more resistant to hail (i.e., burying of telephone lines)	Low	Ongoing	Costs to be determined	County Emergency Management and local utility companies

Table 4.1: County Mitigation Strategies (Continued)

Coastal Hazards				
<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
Continue monitoring of water quality on beaches (Lake Michigan and inland waters)	Medium	Ongoing	Covered by existing budgets	County Health and Human Services Department
Continue monitoring and warn the public of high waves and rip currents along Lake Michigan	Medium	Ongoing	Covered by existing budgets	National Weather Service and Sheboygan Water Safety Group
Excessive Heat and Extreme Cold				
<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
Organize outreach to vulnerable populations during periods of extreme temperature, including the establishment and promotion of accessible heating or cooling centers	Medium	As needed	Covered by existing budgets	County Health and Human Services Department and Local Nonprofits
Continue to provide safety information to the public during periods of extreme temperatures	Medium	Ongoing	Covered by existing budgets	County Health and Human Services Department
Initiate an ozone awareness education effort prior to and during periods of excessive heat	Medium	Ongoing	Covered by existing budgets	Wisconsin DNR
Drought				
<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
Development of water usage regulations during periods of drought by local communities	Low	As needed	Covered by existing budgets	All participating jurisdictions
Encourage citizens to take water-saving measures during periods of drought where regulations are not in place	Low	As needed	Covered by existing budgets	All participating jurisdictions
Wildland Fires				
<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
Continue to promote safe, controlled prescribed burns	Medium	Ongoing	Covered by existing budgets	County Planning and Conservation Dept., County Emergency Management, local fire depts., and local jurisdictions
Provide education on prescribed burns	High	Ongoing	Covered by existing budgets	County Planning and Conservation Dept., County Emergency Management, local fire depts., and local jurisdictions
Encourage citizens to install and maintain smoke detectors and fire extinguishers on each floor of their home or other buildings	High	Ongoing	Covered by existing budgets	Local fire depts., all participating jurisdictions, local building inspectors, and the American Red Cross
Schedule regular training and exercise sessions for response personnel to keep them prepared for possible wildfires	High	Ongoing	Covered by existing budgets	All participating jurisdictions and the Wisconsin DNR

Table 4.1: County Mitigation Strategies (Continued)

Wildland Fires (Continued)				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Coordinate public outreach efforts to promote fire safe construction and building materials, safe burning, and the importance of clearing brush and grass away from buildings	Medium	As needed	Covered by existing budgets	Local fire depts., all participating jurisdictions, local building inspectors, and the American Red Cross
Develop county ordinance to require burn permits and restriction of campfires and outdoor burning	Medium	Ongoing	Costs to be determined	Fire Chiefs Assoc., County Corp. Council, and participating jurisdictions
MAN-MADE HAZARDS				
Hazardous Materials Incidents				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Support Local Emergency Planning Committee	Medium	Ongoing	Covered by existing budgets	County Emergency Management and County Local Emergency Planning Committee
Continue to review and update Countywide Hazardous Materials Response Plan	Medium	As needed	Covered by existing budgets	County Emergency Management
Support Countywide Hazardous Materials Response Team, including additional training and acquisition of necessary equipment	Medium	Ongoing	Covered by grants and state contract	County Emergency Management
Update EPCRA (Emergency Planning and Community Right-to-Know Act) plans for facilities which use or store extremely hazardous substances, and perform annual outreach activities to inform the public of chemical hazards in communities	Medium	Ongoing	~\$30,000/annually	County Emergency Management and County Local Emergency Planning Committee
Develop facility off-site plans for known/identified planning facilities	High	Ongoing/4 year update	Covered by grants	County Emergency Management and County Local Emergency Planning Committee
Improve road design, routing, and traffic control at problem roadways to reduce the risk of transportation-related accidents	High	Ongoing	Costs to be determined	Local jurisdictions and County Traffic Safety Commission
Water Supply Contamination				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Identify pathways of contamination to groundwater (e.g.: by soil type, fractures in bedrock, etc.) to ensure protection and increase public awareness	High	Ongoing	Costs to be determined	County Planning and Conservation Dept., County Health and Human Services Dept., and Wisconsin DNR
Replace or repair equipment or accessories at municipal water supply systems if in poor condition, if inadequate, or if lead hazards become an issue, and monitor components periodically to assure that they are in adequate condition (e.g., electrical pumps, auxiliary generators and valves)	High	Ongoing	Costs to be determined	Local water utilities

Table 4.1: County Mitigation Strategies (Continued)

Water Supply Contamination (Continued)				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Increase public awareness on water contamination and safety issues	Medium	Ongoing	Costs to be determined	County UW-Extension, County Health and Human Services Dept., local water utilities, and Wisconsin DNR
Provide water supply education and water supply test kits to residents.	Medium	Ongoing	Covered by existing budgets	County UW-Extension, and County Planning and Conservation Dept.
Communicable Diseases				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Continue to review and update the Sheboygan County Medical and Mass Casualty and Emergency Medical Services Plans	Medium	Annually	Covered by existing budgets	County Emergency Management, and Emergency Medical Services Council
Continue to plan and coordinate periodic disaster exercises in an effort to stay prepared	Medium	Ongoing	Covered by existing budgets	County Emergency Management
Campaigns to encourage immunization against communicable diseases among county residents	High	Ongoing	Covered by existing budgets	County Health and Human Services Department
Institute an emergency vaccination program in cases of imminent epidemics in the county	High	Annually	Covered by existing budgets	County Health and Human Services Department
Maintain public health systems with sufficient disease monitoring and surveillance as well as public awareness campaigns that emphasize the causes, symptoms, and protective actions for disease outbreaks or other potential public health emergencies	High	Ongoing	Covered by existing budgets	County Health and Human Services Department
Maintain livestock health systems with sufficient disease monitoring and surveillance as well as public awareness campaigns that emphasize the causes, symptoms, and protective actions for disease outbreaks or other potential public health emergencies	High	Ongoing	Covered by existing budgets	Wisconsin Department of Agriculture, Trade, and Consumer Protection

Table 4.1: County Mitigation Strategies (Continued)

Violence				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Assist in the development of active threat policies and procedures by each school, hospital, business, and management building located in Sheboygan County	High	Ongoing	Covered by existing budgets	Local law enforcement, County Emergency Management, local fire depts., and all school districts in the County
Provide law enforcement agencies with training, staffing, and resources to handle potential incidents involving violence	High	Ongoing	Covered by existing budgets	Local law enforcement and fire departments
Cybersecurity				
Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Develop internal policies and training regarding cyberthreats that could potentially impact the County	Medium	2020-2025	Covered by existing budgets	All local governmental bodies
Develop a public awareness campaign	Medium	2020-2025	Covered by existing budgets	County and local IT depts and Wisconsin Emergency Management
Note: The action items that address NFIP compliance are indicated with an asterisk (*).				

Source: Sheboygan County Hazard Mitigation Plan Steering Committee, 2019; and Bay-Lake Regional Planning Commission, 2019.

Table 4.2: Municipal Mitigation Strategies

NATURAL HAZARDS					
All Natural Hazards					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Implement public mass notification system (in conjunction with Sheboygan County)	High	2020 - 2025	Costs to be Determined	City of Sheboygan
City of Sheboygan	Complete, adopt, maintain and exercise updated City Emergency Operations Plan	High	2020 - 2025	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Maintain a municipal emergency management director role and cooperative relationship with Sheboygan County Emergency Management	High	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
Village of Cascade	Maintain updated list of critical facilities	Low	2020 - 2025	Covered under County Plan Update	Sheboygan County, Village of Cascade
Tornadoes/High Winds					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Maintain municipal warning sirens and promote the use of weather smart phone applications and weather radios	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Encourage Use of Tie-Downs with Ground Anchors for Manufactured Homes and Mobile Homes	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Enhanced Construction Standards and Techniques	Low	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
Village of Elkhart Lake	Ensure tornado sirens can be heard throughout the village	High	Ongoing	\$10,000	Village of Elkhart Lake
Village of Random Lake	Add an emergency siren on the east side of the village	High	As funds become available	\$20,000	Village of Random Lake
Village of Waldo	Upgrade existing tornado siren systems	High	As funds become available	Costs to be Determined	Village of Waldo
Village of Howards Grove	Replace emergency siren on the north side of the village	Medium	As funds become available	\$15,000	Village of Howards Grove
Winter Storms					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Priority Policy for Salting and Plowing Roadways	High	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Promote Winter Storm Hazard Awareness	Medium	Ongoing	Covered by Existing Annual Budgets	Sheboygan County

Table 4.2: Municipal Mitigation Strategies (Continued)

Lightning Storms and Thunderstorms					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Review Critical Facilities for Lightning Improvement Needs	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Lightning Safety Guidelines	Low	Ongoing	Costs to be Determined	City of Sheboygan
Flooding					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
Cities of Sheboygan, Sheboygan Falls, and Plymouth; and Villages of Cedar Grove, Howards Grove, Oostburg, Waldo, Cascade, Kohler, and Random Lake	Maintain Participation in the National Flood Insurance Program	High	Ongoing	Covered by Existing Annual Budgets	Applicable Local Government
City of Sheboygan	Preservation of Natural Resources in Floodplains	High	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Flood Forecasting, Warning Systems and Emergency Plans	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Floodproofing Techniques	Medium	Ongoing	Costs to be Determined	City of Sheboygan
City of Sheboygan	Update and Maintain Stormwater Retention (see City of Sheboygan Stormwater Management Plan)	Medium	2020	Costs detailed in Stormwater Management Plan	City of Sheboygan
City of Sheboygan	Incorporation of Floodplain Management in Comprehensive Plan Updates	Medium	Ongoing	Costs to be Determined (Done Once Every Decade)	City of Sheboygan
City of Sheboygan	Inform Property Owners in cases where property is located in the 100-Year Floodplain	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Reevaluation of Floodplain Zoning Ordinances	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Acquisition and Relocation	Medium	Ongoing	Costs to be Determined	City of Sheboygan

Table 4.2: Municipal Mitigation Strategies (Continued)

Flooding (Continued)					
<i>Municipality</i>	<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
City of Sheboygan	Annual Review of Flood Mitigation Plan	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan Falls	Oak Street Storm Sewer Project	Medium	2020 - 2025	\$570,000	City of Sheboygan Falls
Village of Kohler	Flood mitigation/Retention Pond along Woodland Road	Medium	As funds become available	\$226,000	Village of Kohler
City of Plymouth	Implement Strategies Under the Mullet River Corridor Study or Upgrade Spillway	Medium	2020 - 2025	Costs to be Determined	City of Plymouth
Extreme Temperature (Cold and Heat)					
<i>Municipality</i>	<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
City of Sheboygan	Publicity of Extreme Heat Events	Medium	Ongoing	Covered by Existing Annual Budgets	Sheboygan County
City of Sheboygan	Supplies for Vulnerable Populations	Low	Ongoing	Costs to be Determined	City of Sheboygan
City of Sheboygan	Publicity of Extreme Cold Events	Medium	Ongoing	Covered by Existing Annual Budgets	Sheboygan County
Fog					
<i>Municipality</i>	<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
City of Sheboygan	Publicity of Fog Events	Medium	Ongoing	Covered by Existing Annual Budgets	Sheboygan County
Coastal Hazards					
<i>Municipality</i>	<i>Project</i>	<i>Priority</i>	<i>Project Timetable</i>	<i>Estimated Cost</i>	<i>Responsible Party</i>
City of Sheboygan	Support and maintain Water Safety Task Force group and its mission	Medium	Ongoing	Covered by Existing Annual Budgets and Donations	City of Sheboygan and Sheboygan County
City of Sheboygan	Build life jacket and hazard information kiosk at the shoreline	High	2020	Covered by Existing Annual Budgets and Donations	City of Sheboygan and Sheboygan County

Table 4.2: Municipal Mitigation Strategies (Continued)

Coastal Hazards (Continued)					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Continue to monitor activity on Lake Michigan piers during high hazard conditions and communicate these hazards to the public	High	Ongoing	Covered by Existing Annual Budgets and Donations	City of Sheboygan and Sheboygan County
City of Sheboygan	Maintain support and participation in the MABAS Division 113 Dive Team and encourage regular training and exercising between response agencies	High	Ongoing	Covered by Existing Annual Budgets and Donations	City of Sheboygan and Sheboygan County
Wildland Fires					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Maintain proper fire department training in wildland firefighting techniques	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Maintain mutual aid agreements and participation in Mutual Aid Box Alarm Systems (MABAS), and encourage cross-department training and exercises for fire departments	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
MAN-MADE HAZARDS					
Hazardous Materials Incidents					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Maintain representation on and involvement with the Local Emergency Planning Committee (LEPC)	High	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Maintain representation on and involvement with the Sheboygan County Hazardous Materials Response Team	High	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
Village of Elkhart Lake	Invest in an app to contact village residents when a hazardous materials situation may occur or has occurred	Low	2020	\$3,000 per year	Village of Elkhart Lake
Village of Oostburg	Handle fuel spills from motor vehicles	Medium	As Needed	Covered by Existing Budgets	Local Fire Department

Table 4.2: Municipal Mitigation Strategies (Continued)

Water Supply Contamination					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Plymouth	Complete AWIA Risk Assessment and Emergency Operations Plan	Medium	2020 - 2021	Covered by Existing Annual Budget	City of Plymouth
Village of Elkhart Lake	Prevent contamination of new sources of surface and groundwater, especially for new development	Medium	Ongoing	Included in Village Budget	Village of Elkhart Lake
Village of Howards Grove	Identify and implement an alternate public water source in the event of contamination	Medium	As needed	\$8,000,000	Village of Howards Grove
Communicable Diseases					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Continue to maintain a close relationship with Sheboygan County Public Health in the areas of emergency preparedness and planning	High	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
Violence					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Provide response agencies with training, staffing and resources for effective prevention, preparedness and response	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Work with local schools, hospitals and businesses to develop and maintain active threat policies	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Continue to conduct joint response agency training and exercising with local schools, hospitals and businesses for active threat and mass casualty response	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
Cybersecurity					
Municipality	Project	Priority	Project Timetable	Estimated Cost	Responsible Party
City of Sheboygan	Develop internal policies and training regarding cyber threats	Medium	2020 - 2025	Covered by Existing Annual Budgets	City of Sheboygan
City of Sheboygan	Maintain software tools for the combating of cyber threats	Medium	Ongoing	Covered by Existing Annual Budgets	City of Sheboygan
Village of Kohler	Maintain and enhance the village's firewall and network protection	Medium	Ongoing	Covered by Existing Annual Budgets	Village of Kohler

Source: Cities and Villages in Sheboygan County, 2019; Sheboygan County Hazard Mitigation Plan Steering Committee, 2019; and Bay-Lake Regional Planning Commission, 2019.

Policies, Programs and Resources for Mitigation

Sheboygan County has several authorities that enforce policies, execute programs, and provide resources that support the mitigation action plan for reducing potential losses identified in the risk assessment. These authorities have been identified under the responsible parties (where applicable) in the mitigation action plan for Sheboygan County (Table 4.1) and for its municipalities (Table 4.2), and include the following:

- Sheboygan County Emergency Management
 - Relevant policies and programs include coordinating effective disaster response and recovery efforts in the county through response, recovery, planning, training, exercises, and mitigation.
- Sheboygan County Transportation Department, Highway Division
 - Relevant policies and programs include road maintenance, stormwater management, and management of salt storage for winter storms.
- Sheboygan County Health and Human Services Department, Public Health Division
 - Relevant policies and programs focus on protecting and promoting the health and safety of people in the county in cooperation with community partners (includes assisting citizens with emergency preparedness).
- Sheboygan County Sheriff's Department and Local Law Enforcement
 - Relevant policies and programs focus on protecting the lives, safety and property of people in the county.
- Sheboygan County Planning and Conservation Department
 - Relevant policies and programs focus on improving and promoting the quality of community living and natural resources in the county.
- Sheboygan County Traffic Safety Commission
 - Relevant policies and programs focus on enhancing safe traffic patterns and vehicle-pedestrian interactions in the county.
- Sheboygan County Local Emergency Planning Committee (LEPC)
 - Relevant policies and programs focus on preparing the county to cope with emergencies involving the accidental release of hazardous substances.
- Sheboygan County Land Information Committee
 - Relevant policies and programs focus on maintaining accurate and current land information in the county.
- Sheboygan County Emergency Medical Services (EMS) Council
 - Relevant policies and programs include overseeing the county's EMS system and keeping the county informed on present and future EMS needs.

- Local Fire Departments
 - Relevant policies and programs include coordinating emergency preparedness, mitigation, response, and recovery efforts.
- Local Utility Companies
 - Relevant policies and programs include maintaining electrical power and transmission facilities.
- Wisconsin Emergency Management
 - Relevant policies and programs include supporting effective disaster response and recovery efforts in support of local government through planning, training and exercises.
- Wisconsin Department of Natural Resources
 - Relevant policies and programs include regulation enforcement of state shoreland and floodplain management rules, and wildland fire response and education.
- Wisconsin Department of Agriculture, Trade and Consumer Protection
 - Relevant policies and programs focus on monitoring for animal diseases and responding when outbreaks occur.
- American Red Cross
 - Relevant policies and programs include disaster relief and educational programs that promote health and safety.
- National Weather Service
 - Relevant policies and programs include publicizing information, and providing outreach and education about hazardous weather.

These authorities have the ability to expand or modify their programs when needed to improve existing tools to address mitigation. Sheboygan County has taxing authority through property taxes to raise funds for the purpose of hazard mitigation. Additional funding sources for hazard mitigation actions are available from numerous federal and state grant programs.

Potential Funding Sources for Mitigation

Funding for hazard mitigation programs and projects can come from many sources both public and private. Non-local funding can come from various sources, either in the form of a grant or a loan. The following text provides a description of several potential grant programs available to Sheboygan County (or other entities seeking to carry out hazard mitigation actions) in funding future mitigation actions identified in this plan.

Federal Programs

Economic Development Administration (EDA) Public Works and Development Facilities

These funds are available for local units of government to enhance regional competitiveness and promote long-term economic development in regions experiencing substantial economic distress. EDA provides public works investments to help distressed communities and regions revitalize, expand and upgrade their physical

infrastructure to attract new industry, encourage business expansion, diversify local economies, and generate or retain long-term private sector jobs and investment.

Federal Emergency Management (FEMA) Assistance to Firefighters Grant

The primary goal of the Assistance to Firefighters Grants (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, the AFG program has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards. The Grant Programs Directorate in FEMA administers the grants.

The Fire Prevention and Safety (FP&S) Grants are part of the Assistance to Firefighters Grants (AFG). FP&S grants support projects that enhance the safety of the public and firefighters from fire and related hazards. The primary goal is to reduce injury and prevent death among high-risk populations.

FEMA Flood Mitigation Assistance Program

The Flood Mitigation Assistance (FMA) program is authorized by Section 1366 of the National Flood Insurance Act of 1968 (as amended), with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP). FEMA provides FMA funds to assist States, Territories, federally-recognized tribes and local communities for projects and planning that reduces or eliminates long-term risk of flood damage to structures insured under the NFIP. FMA funding is also available for management costs. Funding is appropriated by Congress annually. FEMA requires state, tribal and local governments to develop and adopt hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for HMA mitigation projects.

FEMA Hazard Mitigation Grant Program

The Hazard Mitigation Grant Program (HMGP) provides funds to states, tribes and local communities after a disaster declaration to protect public or private property through various mitigation measures. Hazard mitigation includes long-term efforts to reduce the impact of future events. HMGP recipients have the primary responsibility for prioritizing, selecting and administering state and local hazard mitigation projects. Although individuals may not apply directly to a state for assistance, local governments may sponsor an application on their behalf. The purpose of the HMGP is to help communities implement hazard mitigation measures following a Presidential Major Disaster Declaration in the areas of the state, tribe or territory requested by the Governor or Tribal Executive. The key purpose of this grant program is to enact mitigation measures that reduce the risk of loss of life and property from future disasters.

FEMA Pre-Disaster Mitigation Program

The Pre-Disaster Mitigation (PDM) program provides funds to states, territories, tribal governments and local communities in implementing a sustained pre-disaster natural hazard mitigation program. The goal is to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on federal funding in future disasters. This program awards planning and project grants, and provides opportunities for raising public awareness about reducing future losses before disaster

strikes. Mitigation planning is a key process used to break the cycle of disaster damage, reconstruction and repeated damage. PDM grants are funded annually by Congressional appropriations, and are awarded on a nationally competitive basis. FEMA requires state, territorial, tribal and local governments to develop and adopt hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for PDM mitigation projects. Project subapplications submitted in consideration for PDM funding must be consistent with the goals and objectives identified in the current, FEMA-approved hazard mitigation plan for the jurisdiction in which the activity is located. Planning subapplications submitted for consideration for PDM funding must result in a mitigation plan approved by the applicable jurisdiction that is also approved by FEMA.

Pipeline and Hazardous Materials Safety Administration, Hazardous Materials Emergency Preparedness

The Hazardous Materials Emergency Preparedness (HMEP) grant program is intended to provide financial and technical assistance as well as national direction and guidance to enhance State, Territorial, Tribal, and local hazardous materials emergency planning and training. The HMEP Grant Program distributes fees collected from shippers and carriers of hazardous materials to emergency responders for hazmat training and to Local Emergency Planning Committees (LEPCs) for hazmat planning.

U.S. Department of Education School Emergency Response and Crisis Management Plan Discretionary Grant Program

This grant program is designed to provide funds to Local Education Agencies (LEA) to strengthen and improve their emergency response and crisis plans, at the district and school-building level. Grantees are required to address all four phases of crisis planning: prevention and mitigation, preparedness, response, and recovery. In addition, LEAs are required to form partnerships and collaborate with community organizations, local law enforcement agencies, heads of local governments, and offices of public safety, health, and mental health, as they review and revise school crisis plans. Plans must be coordinated with state or local homeland security plans and support implementation of the National Incident Management System (NIMS). Grant funds may be used for the following activities: training school safety teams and students; conducting building and facilities audits; communicating emergency response policies to parents and guardians; implementing an Incident Command System (ICS); purchasing school safety equipment (to a limited extent); conducting drills and tabletop simulation exercises; and preparing and distributing copies of crisis plans.

State of Wisconsin Programs

Wisconsin Department of Natural Resources (WDNR) Lake Planning Grant Program

Lake planning grants are available from the WDNR "to collect and analyze information needed to protect and restore lakes and their watersheds." Eligible entities include counties, towns, cities, villages, tribes, qualified non-profit conservation organizations, qualified lake associations, school districts (in partnership with another eligible party), public inland lake protection and rehabilitation districts, town sanitary districts, and other local governmental units that are established for the purpose of lake management.

Eligible activities include: gathering and analysis of physical, chemical and biological information on lakes; describing present and potential land uses within lake watersheds and on shorelines; reviewing jurisdictional boundaries and evaluating ordinances that relate to zoning, sanitation, pollution control or surface use; assessments of fish, aquatic life, wildlife, and their habitats; and developing, evaluating, publishing, and distributing alternative courses of action and recommendations in a lake management plan.

WDNR Municipal Flood Control Grant Program

The Wisconsin Department of Natural Resources offers this grant assistance package to all cities, villages, towns, tribes, and metropolitan sewerage districts concerned with municipal flood control management in the state of Wisconsin. Assistance is provided with the availability of acquisition and development grants to purchase property or vacant land, structure removal, construction or other development costs, and with local assistance grants for providing administrative support activities.

WDNR River Planning Grant Program

Counties, cities, villages, towns, tribes, other local governmental units, qualified river management organizations, and qualified nonprofit conservation organizations are eligible to apply for funding under this grant program. Projects funded by this program must be designed to: collect, assess and disseminate information on riverine ecosystems; assist in developing organizations to help manage rivers; assist the public in understanding riverine ecosystems; and/or create management plans for the long term protection and improvement of riverine ecosystems. Eligible activities include: organizational development for existing river protection/improvement organizations; assistance with the formation of a qualified river management organization; public education projects; and planning and assessment projects. Capital improvement projects are not eligible for funding under this grant.

WDNR Forest Fire Protection Grant Program

Forest fire protection (FFP) grants are available to Wisconsin fire departments and county/area fire associations. Grant funding is intended to expand the use of local fire departments to augment and strengthen the WDNR's overall initial-attack fire suppression capabilities on forest fires.

WDNR Lead Service Line Replacement Programs

The WDNR has a Safe Drinking Water Loan Program (SDWLP) that provides funding for replacement of lead service lines under the control of municipalities and their water utilities. In addition, the WDNR offered a Private Lead Service Line (LSL) Replacement Funding Program that funded the replacement of lead service lines that are privately owned; this program was authorized for state fiscal years 2017 and 2018 (July 1, 2016, through June 30, 2018), but the program could be reinstated by the state legislature in the future. The Private LSL Replacement Funding Program provided funding to municipalities to loan to homeowners to replace their lead piping on their property. Sheboygan County communities that were awarded funding under the Private LSL Replacement Funding Program included the City of Sheboygan and the Village of Elkhart Lake. For SDWLP funded projects, approval from the Wisconsin Public Service Commission is required before work can proceed.

Wisconsin Department of Health Services (WDHS) Public Health Emergency Preparedness Program

The Wisconsin Department of Health Services (WDHS) applies for federal funding each year through the Hospital Preparedness Program – Public Health Emergency Preparedness Cooperative Agreement. The WDHS Health Emergency Preparedness (HEP) Section must submit an application, budget narrative and other documentation each year in order to receive funding for the upcoming fiscal year. Once that documentation has been reviewed and approved, the federal government distributes a Notice of Award that allocates the amount of funding that the state receives for the fiscal year. For the 2018 state fiscal year (July 1, 2017 – June 30, 2018), the WDHS HEP Section was awarded over \$14.9 million between two programs: the Public Health Emergency Preparedness Program (PHEP) and the Hospital Preparedness Program (HPP). Approximately 47 percent of PHEP funding goes to local health departments and tribal health centers, with one of these being the Sheboygan County Health and Human Services Department's Division of Public Health.

CHAPTER 5 - PLAN MAINTENANCE AND ADOPTION PROCESS

PLAN ADOPTION PROCESS

The *Sheboygan County Hazard Mitigation Plan 2020-2025* development process was guided by the county Hazard Mitigation Plan Steering Committee over an 18-month timeframe, with professional planning support from the Bay-Lake Regional Planning Commission. A list of Steering Committee members is located in Table 1.1 of this document.

Both WEM and FEMA reviewed a final draft of the county's hazard mitigation plan prior to adoption by the Sheboygan County Board. Comments received from WEM and FEMA were reviewed by the Steering Committee, and necessary revisions were made. The plan was then adopted by resolution by the Sheboygan County Board on X, 2020. The resolution adopting the plan can be found on page v, just after the Table of Contents. After the plan was adopted by the Sheboygan County Board, it was approved by WEM and FEMA. Approval letters from WEM and FEMA can be found starting on page vi.

PLAN MAINTENANCE

Planning is an ongoing process, and this plan should grow and adapt in order to keep pace with growth and change in the planning area and its local jurisdictions. The Disaster Mitigation Act of 2000 requires that local plans be evaluated and updated at least every five years in order to remain eligible for assistance.

Plan Monitoring, Evaluation, and Updating

This *Sheboygan County Hazard Mitigation Plan 2020-2025* is an update to the 2014 plan, and will continue to be monitored, evaluated, and updated by Sheboygan County Emergency Management. Every five years, the *Sheboygan County Hazard Mitigation Plan* will be comprehensively reviewed, and fully updated. This update shall involve the collection of the most current data to support the plan and the development of new mitigation strategies and an implementation plan. This planning effort will be comprehensive, and will incorporate opportunities for public involvement to meet all requirements of 44 CFR Part 201.6 and/or any applicable requirements or regulations developed over the next five years.

The five-year plan update will be coordinated by the Sheboygan County Emergency Management Director for Sheboygan County Board approval. All meetings to update the plan shall be subject to the Wisconsin Open Meetings Law, and shall be properly noticed to allow for public involvement and comment.

This plan update is the second update to the county's Hazard Mitigation Plan since it was originally adopted in 2008. This update involves a comprehensive county plan that includes the City of Sheboygan, the county's most populous city, which once maintained its own plan. In addition, the mitigation action plan includes several new additions that resulted in a comprehensive strategy. This plan update also addresses additional hazards not covered in the 2014 plan that have the potential to impact the county, including coastal hazards, wildland fires, communicable diseases, violence and cybersecurity.

Additional Plan Review

Within three to six months following a significant natural or man-made hazard event (as determined by the Steering Committee), a special post-disaster review will occur. Information concerning the disaster shall be collected by the Sheboygan County Emergency Management Coordinator from local law enforcement personnel, fire department personnel, disaster response personnel, WEM staff, FEMA staff, affected citizens, and any other pertinent entities. This information shall be provided to the Steering Committee for its review.

At a public meeting, the Steering Committee for the plan will analyze factors that contributed to any impacts of the hazard event, the likelihood of the event recurring, and any strategies that should be implemented to mitigate the impacts in the event of a recurrence. The county Emergency Management Director will have primary responsibility for establishing post-disaster review meeting dates, distributing related materials, facilitating the meetings, and advertising these special meetings to affected county department heads and citizens and community groups, so that additional input and comment can be received. Special post-disaster review meetings shall be subject to the Wisconsin Open Meetings Law and shall be properly noticed to allow for public involvement and comment.

The Steering Committee may choose to revise or amend the existing county plan based on what is learned in the review process. Any recommended changes to the plan shall be forwarded to the Sheboygan County Board for its action and consideration.

PLAN INCORPORATION

The mitigation action plan in Chapter 4 links the mitigation strategies to related plans or policies. As the county and jurisdictions in the planning area update their comprehensive plans, incorporation of this Hazard Mitigation Plan is highly recommended. The Wisconsin comprehensive planning law includes a detailed description of elements that need to be addressed in all comprehensive plans. The following items must be considered when incorporating this Hazard Mitigation Plan into the required elements of local comprehensive plans for jurisdictions in the planning area:

- Issues and Opportunities Element – A summary of major hazards that local governments are vulnerable to, and what is proposed to be done to mitigate future losses from the hazards.
- Housing Element – An inventory of the properties that are in the floodplain boundaries, the location of mobile homes, recommendations concerning building codes, shelter opportunities, and a survey of homeowners that may be interested in a voluntary buyout and relocation program.
- Transportation Element – Identify any transportation routes or facilities that are most at risk during flooding, winter storms or other hazards.
- Agricultural, and Natural and Cultural Resources Element – Identify the floodplains and agricultural areas that are at risk during hazardous events, and incorporate recommendations on how to mitigate future losses to these areas.
- Economic Development Element – Describe the impacts that past hazards have had on area businesses.

- Intergovernmental Cooperation Element – Identify intergovernmental police, fire and rescue service sharing agreements that are in effect or which may merit further investigation, and consider cost sharing and resource pooling of government services and facilities.
- Land Use Element – Describe how flooding has impacted land uses and what is being done to mitigate negative land use impacts from flooding; map and identify natural hazard areas, such as floodplains and soils with limitations.
- Implementation Element – Have recommended actions from this plan included in the implementation element of comprehensive plans of all jurisdictions in the planning area.

Elements of the *Sheboygan County Hazard Mitigation Plan 2020-2025* should continue to be incorporated into the *Sheboygan County Comprehensive Plan* and the *2030 Sheboygan Urbanized Area Sewer Service Plan*.

The *Sheboygan County Comprehensive Plan* (adopted in 2009) provides information on flooding, discourages development in the floodplain, and encourages parks and open space in floodplain areas. The plan also calls for shoreline regulation and erosion control projects to mitigate bluff erosion on Lake Michigan (addressed under Coastal Hazards). The *Sheboygan County Comprehensive Plan* should be updated by the end of 2019 in order to remain compliant with Wisconsin's comprehensive planning law.

The *Sheboygan Urbanized Area Sewer Service Area Plan* (adopted in 2011) identifies floodplain areas as environmentally sensitive areas where development cannot occur within the sewer service area.

PLAN COORDINATION

To maximize coordination of the hazard mitigation plan with other related plans for Sheboygan County, mitigation strategies recommended in this plan have been and should continue to be considered when developing capital improvement plans, stormwater management plans, or flood mitigation plans.

A number of relevant plans and reports, and technical data were referenced and incorporated into the *Sheboygan County Hazard Mitigation Plan 2020-2025*. The following is a comprehensive list of the information that was utilized in plan development:

- Population, housing and employment data from the Bureau of the Census (2000 and 2010);
- Bay-Lake Regional Planning Commission land use inventory dataset (2002, 2009 and 2015);
- Risk Assessment Matrix Worksheet adapted from the *Resource Guide to All Hazards Mitigation Planning in Wisconsin* (AWRPC, 2003);
- Local Hazard Mitigation Plan Review Crosswalk (Completed for Sheboygan County in 2013) was used to complete the updated crosswalk;
- *State of Wisconsin Hazard Mitigation Plan* (2016) was used to develop hazard descriptions for the risk assessment;

- FEMA *Local Mitigation Plan Review Guide* (2011) was used to ensure that the plan contained all required information;
- FEMA *Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards* (2013) contributed to the development of the mitigation action plan;
- Past natural hazard occurrences were obtained from the National Oceanic and Atmospheric Administration (NOAA) National Climatic Data Center (NCDC) – severe weather event data (1995 - 2018);
- U.S. Geological Survey maps on landslides, land subsidence and earthquakes were used to describe those hazards;
- FEMA Flood Insurance Studies and FEMA Flood Insurance Rate Maps (FIRMs) were used to map floodplain areas;
- Parcel data from Sheboygan County was used to determine the impacts of hazards with defined areas;
- Assessed valuation data from Sheboygan County was used to derive estimates of potential dollar losses;
- Data from reporting under Sections 311 and 312 of the Emergency Planning and Community Right-to-Know Act (EPCRA) was used to develop the hazardous materials incidents portion of the risk assessment;
- Wisconsin Electronic Disease Surveillance System (WEDSS) data for Sheboygan County (reported by the Wisconsin Department of Health Services) was used to develop the communicable diseases portion of the risk assessment;
- Wisconsin Department of Health Services county profiles of Sheboygan County were used to develop the communicable diseases portion of the risk assessment;
- The *Sheboygan County Emergency Operations Plan* contributed to the development of the mitigation action plan;
- The *Sheboygan County Hazard Analysis* contributed to the development of the mitigation action plan;
- The *Sheboygan County Hazardous Materials Response Plan* contributed to the development of the mitigation action plan;
- The *Sheboygan County Comprehensive Plan* was used to develop the community profile and contributed to the development of the mitigation action plan; and
- Comprehensive plans for local jurisdictions within the planning area contributed to the development of the mitigation action plan.

It is recommended that similar materials be referenced when completing any updates to the hazard mitigation plan.

APPENDIX A – STEERING COMMITTEE SIGN-IN SHEETS

In order to assist in plan development, Sheboygan County established a Hazard Mitigation Plan Steering Committee. A table listing all members of the committee can be found in Chapter 1 - Introduction. The plan steering committee met on five occasions: November 29, 2018; and February 14, June 20, August 22, and October 17, 2019. This appendix contains the sign-in sheets from each of these meetings to verify attendance and participation by committee members.

Sign-in Sheet for November 29, 2018, Meeting

Hazard Mitigation	11/29/2018
Steve Steinhardt	Emergency Management
DIANNA DUPUIS	EMERG. MGMT
Andrew Bartell	City - GIS
Brett Edger	Village of Kohler DPW
Dean Dolence	American Red Cross
TOM BARR	ST NICHOLAS HOSPITAL ED.
Tom Hass	Aurora Aurora Supv. Manager ED
Peter Modden	Plastics Engineering Company
Scott Reineke	Sheboygan PD
Laura Gunn	Alliant Energy
Janet M. Dellman	Sheboygan Plan. Dept.
Chad Pelishet	Sheboygan Planning Dept.
MARK MATTHIAS	SHEB. CTY HAZMAT TEAM
Jason Blasio	City of Sheboygan DPW
RYAN SAZAMA	CITY OF SHEBOYGAN DPW
Diane Lieberthal	LMS - DPH
Jenny Vorpapel	HHS - DPH
Dave Albright	Sheboygan Area Sch. District
Jim Schwinn	Town of Sheboygan
Ben C. Hoffmann	County Board
CHUCK BUTLER	SHEB FIRE/EM.
CHRIS ST PIERRE	SHEB HAZMAT

Sign-in Sheet for February 14, 2019, Meeting



Sheboygan County Hazard Mitigation Plan
Steering Committee Sign-In



Date: 2/14/19

Name	Affiliation	Present
Andrew Bartell	Sheboygan DPW	X
Angela Kowalzek-Adrians	Bay-Lake RPC	X
Bill Blashka	Town of Sheboygan DPW	
Bob Kroepfien	Sheboygan County Fire Chiefs	
Bob Mayer <i>Dean Dolence</i>	Red Cross	X
Brett Edgerle <i>Brett Edgerle</i>	Kohler DPW	X
Brian Hoffmann	Sheboygan County Board	
Bryan Olson	Sheboygan County Highway	
Carol Tsagarakis	NEMAK	
Chad Pelishek	Sheboygan Planning	
Chasong Yang	Hmong Assoc	
Chris St. Pierre	Sheboygan County HazMat	
Chuck Butler	City of Sheboygan EM	
Dave Albright	Sheboygan School District	X
Dave Biebel	Sheboygan DPW	
Dean Dolence	Red Cross	
Diane Liebenthal	Sheboygan County H&HS	X
DiAnna DuPuis	Sheboygan County Sheriff's Dept	X
Greg Schnell <i>Emily Stewart</i>	Sheboygan County Highway	X
Jackie Veldman	Town of Mitchell	
James Schwinn	Town of Sheboygan	X
Janet Duellman <i>Janet Duellman</i>	Sheboygan Planning	X
Jason Dwyer	US Coast Guard	
Jason Liermann	Sheboygan County Sheriff's Dept	

Sign-in Sheet for February 14, 2019, Meeting (Continued)

Name	Affiliation	Present
Jennifer Vorpapel	Sheboygan County H&HS	
Jessica Reilly	Village of Elkhart Lake	
Joe Kerlin	Sheboygan DPW	
Laura Goetz-Gumm	Alliant Energy	
Mark Matthias	Sheboygan County HazMat	
Pete Madden <i>Pete Madden</i>	Plastics Engineering	✓
Robert Zernba	Sheboygan County Planning	✓
Star Grossman <i>Star Grossman</i>	Sheboygan County H&HS	✓
Steve Cobb	City of Sheboygan PD	
Ted Vallis	Wisconsin Public Service	
Karen Pohl	Town of Lima	
<i>Steve Fleischer</i>		✓
<i>Aaron Beavert</i>	<i>Sheb Co Planning & Cons</i>	✓
<i>Tom Hass</i>	<i>Aurora Emergency Management</i>	✓

Sign-in Sheet for June 20, 2019, Meeting



Sheboygan County Hazard Mitigation Plan
Steering Committee Sign-In



Date: ~~6-20-2019~~ 6-20-2019

Name	Affiliation	Present
Aaron Brault	Sheboygan County Planning & Conservation	
Andrew Bartell	City of Sheboygan GIS 920-930-1836	✓
Angela Kowalzek-Adriens VP Hwy Agency	Bay-Lake RPC	✓
Bill Blashka	Town of Sheboygan DPW	
Bob Kroepfen	Sheboygan County Fire Chiefs	
Brett Edgerle 920-459-3881	Kohler DPW	✓
Brian Hoffmann	Sheboygan County Board 920-918-2010	✓
Carol Tsagarakis	NEMAK	
Chad Pelishek 920/459-3383	City of Sheboygan Planning	
Chasong Yang	Hmong Assoc	
Chris St. Pierre	Sheboygan County HazMat	
Chuck Butler	City of Sheboygan EM	
Dave Albright	Sheboygan School District 920-944-1129	✓
Dean Dolence	American Red Cross 920-838-2953 (volunteer)	28
Diane Liebenthal	Sheboygan County H&HS	
DiAnna DuPuis	Sheboygan County Sheriff's Dept	✓
Emily Stewart	Sheboygan County Highway 920-459-4529	✓
Jackie Veldman	Town of Mitchell	✓
James Schwinn	Town of Sheboygan 451-2320	✓
Janet Duellman 920/459-3380	City of Sheboygan Planning	✓
Jason Blasiola	City of Sheboygan DPW	
Jason Dwyer	US Coast Guard	
Jason Llermann	Sheboygan County Sheriff's Dept 920-980-1709	✓
Jennifer Vorpapel	Sheboygan County H&HS 920-251-8253	✓
Jessica Reilly	Village of Elkhart Lake	
Karen Pohl	Town of Lima	
Laura Gumm	Alliant Energy 920-459-6353	✓
Mark Matthias	Sheboygan County HazMat	
Peter Madden	Plastics Engineering 920-207-0300	✓
Ryan Szama	City of Sheboygan DPW	
Scott Reineke	City of Sheboygan PD	
Star Grossman	Sheboygan County H&HS 920-242-7776	SG
Steve Steinhardt	Sheboygan County EM	✓
Ted Vallis	Wisconsin Public Service	
Tom Bahr	St. Nicholas Hospital	
Tom Hass 920 698-2453	Aurora Sheboygan Memorial EM	TCM

Sign-in Sheet for June 20, 2019, Meeting (Continued)

Name	Affiliation	Present
Amanda Strajinc 910 547-0671	DPH - Sheboygan Ctgy	AS
Michael Meuser 980 91886	Elkhart Lake Police	M

Sign-in Sheet for August 22, 2019, Meeting



Sheboygan County Hazard Mitigation Plan
Steering Committee Sign-In



Date: 08/22/2019

Name	Affiliation	Present
Aaron Brautt	Sheboygan County Planning & Conservation	
Andrew Bartell	City of Sheboygan GIS	
Angela Kowalzek-Adriano	Bay-Lake RPC	JCA
Bill Blashka	Town of Sheboygan DPW	
Bob Kroepfien	Sheboygan County Fire Chiefs	
Brett Edgerle	Kohler DPW	X
Brian Hoffmann	Sheboygan County Board	
Carol Tsagarakis	NEMAK	
Chad Pelishek	City of Sheboygan Planning	
Chasong Yang	Hmong Assoc	
Chris St. Pierre	Sheboygan County HazMat	
Chuck Butler	City of Sheboygan EM	X
Dave Albright	Sheboygan School District	DA
Dean Dolence	American Red Cross	192
Diane Liebenthal	Sheboygan County H&HS	
DiAnna DuPuis	Sheboygan County Sheriff's Dept	
Emily Stewart	Sheboygan County Highway	
Jackie Veldman	Town of Mitchell	
James Schwinn	Town of Sheboygan	JRS
Janet Duellman	City of Sheboygan Planning	JMD
Jason Blasiola	City of Sheboygan DPW	JR
Jason Dwyer	US Coast Guard	
Jason Liermann	Sheboygan County Sheriff's Dept	
Jennifer Vorpapel	Sheboygan County H&HS	JV
Jessica Reilly	Village of Elkhart Lake	
Karen Pohl	Town of Lima	
Laura Gumm	Alliant Energy	
Mark Matthias	Sheboygan County HazMat	
Peter Madden	Plastics Engineering	PM
Ryan Szama	City of Sheboygan DPW	RS
Scott Reineke	City of Sheboygan PD	
Star Grossman	Sheboygan County H&HS	SG
Steve Steinhardt	Sheboygan County EM	SS
Ted Vallis	Wisconsin Public Service	
Tom Bahr	St. Nicholas Hospital	
Tom Hass	Aurora Sheboygan Memorial EM	

Insert Sign-in Sheet for October 17, 2019, Meeting

Insert Sign-in Sheet for October 17, 2019, Meeting

APPENDIX B – PUBLIC NOTICE OF OPEN HOUSE ON THE DRAFT PLAN

NOTICE OF PUBLIC INFORMATIONAL MEETING

Sheboygan County Hazard Mitigation Plan 2020-2025

Update

PLEASE TAKE NOTICE THAT a *Public Informational Meeting* has been scheduled for **January ____, 2020** to provide information about the county's hazard mitigation plan update. This informational meeting will be held from **__ p.m. to __ p.m.** at **_____** located at **_____**.

Hazard mitigation planning involves developing a set of actions designed to reduce or eliminate long-term risk to people and property from natural hazards and their effects. This informational meeting will provide interested individuals with an overview of the plan, a draft plan for review, display maps from the plan, and an opportunity to comment. **A copy of the draft plan can downloaded for review in advance of the meeting at: ____.**

For additional information, you can contact Jeff Agee-Aguayo with the Bay-Lake Regional Planning Commission at jagee@baylakerpc.org or at 920-448-2820, Ext. 103.

Any person wishing to attend this meeting who, because of a disability, requires special accommodations, please contact the Bay-Lake Regional Planning Commission at 920-448-2820 at least two working days prior to the meeting so that arrangements can be made.

APPENDIX C – MULTI-JURISDICTIONAL COOPERATION EXERCISE

As a way to ensure accurate data and multi-jurisdictional cooperation in the update of the county's hazard mitigation plan, the steering committee and Bay-Lake Regional Planning Commission engaged the local communities in a cooperation exercise to review and provide input on plan materials.

Communities were provided a listing of their critical facilities, goals identified in the plan, and hazards mitigation actions, and were asked to review and comment on the materials. In addition, they were asked to identify mitigation actions specific to their community. Table C.1 displays the communities that participated in the review and the community representative that provided community-specific information and signed off on the review materials.

Table C.1: Incorporated Community Plan Participation via Materials Review

Municipality	Community Representative		
	Name	Title	Date Signed
City of Plymouth	Cathy Austin	Director of Public Works	8/5/2019
City of Sheboygan	Chuck Butler	Assistant Fire Chief	8/15/2019
City of Sheboygan Falls	Steve Ross	Chief of Police	8/20/2019
Village of Adell	Andy Schmitt	Village President	8/20/2019
Village of Cascade	Jason Liermann	Chief of Police	9/30/2019
Village of Cedar Grove	Julie Brey	Clerk-Treasurer	9/18/2019
Village of Elkhart Lake	Michael Meeusen	Chief of Police	8/27/2019
Village of Glenbeulah	Michele Bertram	Clerk-Treasurer	9/24/2019
Village of Howards Grove	Christan Brandt	Clerk-Treasurer	9/26/2019
Village of Kohler	Brett Edgerle	Director of Public Works	8/11/2019
Village of Oostburg	Jill Ludens	Clerk-Treasurer	8/13/2019
Village of Random Lake	Joe Huiras	Director of Public Works	9/9/2019
Village of Waldo	Michelle Brecht	Clerk-Treasurer	8/21/2019

Source: Bay-Lake Regional Planning Commission, 2019.

APPENDIX D – CRITICAL FACILITIES BY COMMUNITY

The steering committee for the *Sheboygan County Hazard Mitigation Plan 2020 - 2025* and community representatives identified critical infrastructure assets for all the communities in the county.

Table D.1 summarizes the critical facilities by municipality for Sheboygan County.

Table D.1: Critical Facilities by Community, Sheboygan County

NAME	ADDRESS	MCD	TYPE
Anitas Gardens	1900 Arbor View Dr	City of Plymouth	Assisted Living Facilities
Kindredhearts Plymouth	112 South River Blvd	City of Plymouth	Assisted Living Facilities
The Waterford at Plymouth I	2581 Valley Rd	City of Plymouth	Assisted Living Facilities
The Waterford at Plymouth II	2653 Valley Rd	City of Plymouth	Assisted Living Facilities
The Waterford at Plymouth III	2586 Valley Rd	City of Plymouth	Assisted Living Facilities
Bridge	CTH PP/Mullet River	City of Plymouth	Bridge
Bridge	Frederict St/Mullet River	City of Plymouth	Bridge
Bridge	Eastern Ave/Mullet River	City of Plymouth	Bridge
Bridge	Railroad/E Mill St	City of Plymouth	Bridge
Bridge	S Milwaukee St/Mullet River	City of Plymouth	Bridge
Bridge	Stafford St/Mullet River	City of Plymouth	Bridge
Bridge	Pleasant View Rd/Unnamed Water	City of Plymouth	Bridge
Bridge	Riverveiw Rd/Mullet River	City of Plymouth	Bridge
Bridge	Carr Rd/Unnamed Water	City of Plymouth	Bridge
Commonwealth Telephone	118 Division St	City of Plymouth	Communications
Phone	County Rd PP	City of Plymouth	Communications
Wireless Tower	120 APPLETON ST.	City of Plymouth	Communications
Wireless Tower	W5832 CTY TK J	City of Plymouth	Communications
Dam	Mullet River	City of Plymouth	Dam
Plymouth Utilities Substation No.1	200 Frederick St	City of Plymouth	Electric
Plymouth Utilities Substation No.2	625 CTH PP	City of Plymouth	Electric
Plymouth Fire Dept	111 E Main St	City of Plymouth	Fire/Rescue
City Hall	128 Smith St	City of Plymouth	Government
Frontier - 941-51576-83240	118 Division St	City of Plymouth	HazMat
Glacier Transit & Storage	976 Willow Rd	City of Plymouth	HazMat
Glacier Transit & Storage	404 Schwartz St	City of Plymouth	HazMat
Glacier Transit & Storage	128 Appleton St	City of Plymouth	HazMat
Great Lakes Cheese of WI	2602 County Road PP	City of Plymouth	HazMat
Masters Gallery Foods	411 County Road PP	City of Plymouth	HazMat
Sargento Foods Inc	1 Persnickety Place	City of Plymouth	HazMat
Sartori Company	12 W Main St	City of Plymouth	HazMat
Sartori Company	2 E Main St	City of Plymouth	HazMat
Sartori Whey	4200 County Road PP	City of Plymouth	HazMat

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Toro - Plymouth	3424 County Road PP	City of Plymouth	HazMat
WalMart - Plymouth	428 Walton Dr	City of Plymouth	HazMat
Arbor View Assisted Living	1900 Arbor View Dr	City of Plymouth	Hospital/Clinic
Aurora	2600 Kiley Way	City of Plymouth	Hospital/Clinic
Aurora Valley View Surgical Center	901 Reed St	City of Plymouth	Hospital/Clinic
Generations	1500 Douglas Dr	City of Plymouth	Hospital/Clinic
Kindred Hearts	112 S River Blvd	City of Plymouth	Hospital/Clinic
Libby House Assisted Living	2581 Valley Rd	City of Plymouth	Hospital/Clinic
Marsho Clinic	515 E Mill St	City of Plymouth	Hospital/Clinic
Plymouth Care Center	916 E Clifford St	City of Plymouth	Hospital/Clinic
Plymouth Family Physicians	1000 Eastern Ave	City of Plymouth	Hospital/Clinic
Prevea Clinic	825 Walton Way	City of Plymouth	Hospital/Clinic
Quit Qu Oc Manor	1200 Reed St	City of Plymouth	Hospital/Clinic
Plymouth Police Dept	128 Smith St	City of Plymouth	Law Enforcement
Cedar View Mobile Home Park	County Rd C	City of Plymouth	Manufactured Housing Community
Plymouth Country View Estates	728 State Road 57	City of Plymouth	Manufactured Housing Community
Armory	625 Sunset Dr	City of Plymouth	Military Installation
Municipal Garage	1004 Valley Rd	City of Plymouth	Public Works
Fairview El	300 Salem Dr	City of Plymouth	School
Horizon El	411 S Highland Ave	City of Plymouth	School
Parkview El	500 Parkview Dr	City of Plymouth	School
Plymouth Hi	125 S Highland Ave	City of Plymouth	School
Riverview Mid	300 Riverside Cir	City of Plymouth	School
St John Lutheran	222 N Stafford St	City of Plymouth	School
St John the Baptist	116 Pleasant St	City of Plymouth	School
Plymouth Utilities CTH PP Sewage Lift Station	2100 CTH PP	City of Plymouth	Sewage Treatment
Plymouth Utilities Willow Sewage Lift Station	1300 S Willow Rd	City of Plymouth	Sewage Treatment
Plymouth Wastewater Treatment Facilities	625 CTH PP	City of Plymouth	Sewage Treatment
Plymouth Utilities Water Reservoir No. 1/2	800 Summit St	City of Plymouth	Water
Plymouth Utilities Water Supply Well No. 10	900 S Milwaukee St	City of Plymouth	Water
Plymouth Utilities Water Supply Well No. 11	2109 Sunset Dr	City of Plymouth	Water

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Plymouth Utilities Water Supply Well No. 12	12 Persnickety Pl	City of Plymouth	Water
Plymouth Utilities Water Supply Well No. 13	423 S Highland Ave	City of Plymouth	Water
Plymouth Utilities Water Supply Well No. 15	900 S Milwaukee St	City of Plymouth	Water
Plymouth Utilities Water Supply Well No. 8	900 S Milwaukee St	City of Plymouth	Water
Azura Memory Care of Sheboygan	2629 Indiana Ave	City of Sheboygan	Assisted Living Facilities
Golden Harbor	505 S Water St	City of Sheboygan	Assisted Living Facilities
Homes for Independent Living	2307 N 30th St	City of Sheboygan	Assisted Living Facilities
Homes for Independent Living	1411 N 26th St	City of Sheboygan	Assisted Living Facilities
Homes for Independent Living	4545 Prairie View Rd	City of Sheboygan	Assisted Living Facilities
Homes for Independent Living	4170 S 15th St	City of Sheboygan	Assisted Living Facilities
Hometown Retirement	920 N 26th St	City of Sheboygan	Assisted Living Facilities
Lutheran Social Services Turning Point Facility	1202 N 31st St	City of Sheboygan	Assisted Living Facilities
Our Place	1117 Clara Ave	City of Sheboygan	Assisted Living Facilities
Sheboygan County Half Way House	503 Ontario Ave	City of Sheboygan	Assisted Living Facilities
The Shores of Sheboygan Assisted Living I & II	3315 & 3319 Superior Ave	City of Sheboygan	Assisted Living Facilities
TLC Homes N 33rd Place	1536 N 33rd Pl	City of Sheboygan	Assisted Living Facilities
Bridge	IH 42/STH 23	City of Sheboygan	Bridge
Bridge	Lakeshore Dr/Unnamed Water	City of Sheboygan	Bridge
SBC Station	725 New York Ave	City of Sheboygan	Communications
Taylor Hill Tower	924 N Taylor Dr	City of Sheboygan	Communications
Tower	3001 S 31st St	City of Sheboygan	Communications
Tower	3501 Lakeshore Dr	City of Sheboygan	Communications
Tower	3440 Weeden Creek Rd	City of Sheboygan	Communications
Tower	1829 S 17th St	City of Sheboygan	Communications
Tower	3319 Paine Ave	City of Sheboygan	Communications
Tower	1705 Martine Ave	City of Sheboygan	Communications
Tower	2746 Muth Ct	City of Sheboygan	Communications
Tower	1315 N 23rd St	City of Sheboygan	Communications
Wireless Tower	611 N WATER STREET	City of Sheboygan	Communications
Wireless Tower	4520 S. 12TH STREET	City of Sheboygan	Communications
Wireless Tower	605 N. 8TH STREET	City of Sheboygan	Communications

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Wireless Tower	1314 N. 43RD STREET	City of Sheboygan	Communications
Wireless Tower	2931 GEORGIA AVE	City of Sheboygan	Communications
Wireless Tower	812 BROUGHTON DR	City of Sheboygan	Communications
Wireless Tower	4420 S TAYLOR DR	City of Sheboygan	Communications
Wireless Tower	1325 N 23 ST	City of Sheboygan	Communications
County Emergency Operations Center	1326 N 25th St	City of Sheboygan	Disaster Response
Alliant Energy Facility	4421 Tower Dr	City of Sheboygan	Electric
Edgewater Generator Plant	3739 Lakeshore Dr	City of Sheboygan	Electric
Electric Power Substations	1718 North Ave	City of Sheboygan	Electric
Electric Power Substations	2217 N Taylor Dr	City of Sheboygan	Electric
Electric Power Substations	2018 Kohler Mem Dr	City of Sheboygan	Electric
Electric Power Substations	824 S 8th St	City of Sheboygan	Electric
Electric Power Substations	2010 S 19th St	City of Sheboygan	Electric
Electric Power Substations	727 Washington Ave	City of Sheboygan	Electric
Electric Power Substations	3024 Washington Ave	City of Sheboygan	Electric
Electric Power Substations	3739 Lakeshore Dr	City of Sheboygan	Electric
Orange Cross	1919 Ashland Ave	City of Sheboygan	Fire/Rescue
Sheboygan City Fire/Rescue Station #1	833 New York Ave	City of Sheboygan	Fire/Rescue
Sheboygan City Fire/Rescue Station #2	2413 S 18th Ave	City of Sheboygan	Fire/Rescue
Sheboygan City Fire/Rescue Station #3	1326 N 25th St	City of Sheboygan	Fire/Rescue
Sheboygan City Fire/Rescue Station #4	2622 N 15th St	City of Sheboygan	Fire/Rescue
Sheboygan City Fire/Rescue Station #5	4504 S 18th Ave	City of Sheboygan	Fire/Rescue
Nemak	3101 S Taylor Dr	City of Sheboygan	Fuel Storage
Nemak	4243 Gateway Dr	City of Sheboygan	Fuel Storage
City Hall	828 Center Ave	City of Sheboygan	Government
County Administration	508 New York Ave	City of Sheboygan	Government
County Public Health Department	1011 N 8th St	City of Sheboygan	Government
Health and Human Services	1011 N 8th St	City of Sheboygan	Government
Acuity	2800 S Taylor Dr	City of Sheboygan	HazMat
American Orthodontics	3524 Washiington Ave	City of Sheboygan	HazMat
Ameritech - Sheboygan Co PL0406	625 New York Ave	City of Sheboygan	HazMat
AT&T - P12761	630 N 6th St	City of Sheboygan	HazMat

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Ameritech - Sheboygan Co PLO406	625 New York Ave	City of Sheboygan	HazMat
AT&T - P12761	630 N 6th St	City of Sheboygan	HazMat
Edgewater Generating Station	3739 Lakeshore Dr	City of Sheboygan	HazMat
Hexion Inc	2522 S 24th St	City of Sheboygan	HazMat
HTT Inc	1828 Oakland Ave	City of Sheboygan	HazMat
J L Di-Coat	1213 S 7th St	City of Sheboygan	HazMat
Nemak USA Inc - Gateway Plant	4243 Gateway Dr	City of Sheboygan	HazMat
Nemak USA Inc - Taylor Plant	3101 S Taylor Dr	City of Sheboygan	HazMat
Old Wisconsin Sausage Co.	2413 Union Ave	City of Sheboygan	HazMat
Old Wisconsin Sausage Co.	4036 Weeden Creek Rd	City of Sheboygan	HazMat
Piggly Wiggly Midwest LLC	2215 Union Ave	City of Sheboygan	HazMat
Plastics Engineering Co	2732 N 15th St	City of Sheboygan	HazMat
Rockline Industries	1113 Maryland Ave	City of Sheboygan	HazMat
SAFCO Products	1213 Pennsylvania Ave	City of Sheboygan	HazMat
Sheboygan Paint Company	1439 N 25th St	City of Sheboygan	HazMat
The Vollrath Company LLC	1236 N 18th St	City of Sheboygan	HazMat
Three Twins Ice Cream Company Inc	816 Michigan Ave	City of Sheboygan	HazMat
Lakeshore Community Health Care	1721 Seemann Ave	City of Sheboygan	Hospital/Clinic
Sheboygan Memorial Hospital	2629 N 7th St	City of Sheboygan	Hospital/Clinic
St Nicholas Hospital	3100 Superior Ave	City of Sheboygan	Hospital/Clinic
City Police Department	1315 N 23rd St	City of Sheboygan	Law Enforcement
County Sheriff Department/Jail	525 N 6th St	City of Sheboygan	Law Enforcement
Courthouse	615 N 6th St	City of Sheboygan	Law Enforcement
Police Impound Garage	2026 New Jersey Ave	City of Sheboygan	Law Enforcement
Sheboygan County Detention Center	2923 S 31st St	City of Sheboygan	Law Enforcement
Indian Meadows	63 South Hiawatha Cr	City of Sheboygan	Manufactured Housing Community
Sommer's Woodhaven Mobile Home Park	4441 South 12th St	City of Sheboygan	Manufactured Housing Community
Army Reserve Center	2913 Erie Ave	City of Sheboygan	Military Installation
US Coast Guard	209 Pennsylvania Ave	City of Sheboygan	Military Installation
WPS Office	933 S Wildwood Ave	City of Sheboygan	Natural Gas
County Highway Department	1211 N 23rd St	City of Sheboygan	Public Works

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Department of Public Works	2026 New Jersey Ave	City of Sheboygan	Public Works
Bethlehem Lutheran	1121 Georgia Ave	City of Sheboygan	School
Central Hi	621 S Water St	City of Sheboygan	School
Christ Child Academy	2722 Henry St	City of Sheboygan	School
Cooper El	2014 Cooper Ave	City of Sheboygan	School
Early Learning Ctr	1227 Wilson Ave	City of Sheboygan	School
Ebenezer Christian	610 N 25th St	City of Sheboygan	School
Etude El	3508 N 21st St	City of Sheboygan	School
Etude Hi	834 Virginia Ave	City of Sheboygan	School
Etude Mid	843 Jefferson Ave	City of Sheboygan	School
Farnsworth Mid	1017 Union Ave	City of Sheboygan	School
George D. Warriner Mid/Hi	712 Riverfront Dr	City of Sheboygan	School
Grant El	1528 N 5th St	City of Sheboygan	School
Horace Mann Mid	2820 Union Ave	City of Sheboygan	School
Immanuel Lutheran	1626 Illinois Ave	City of Sheboygan	School
Jackson El	2530 Weeden Creek Rd	City of Sheboygan	School
James Madison El	2302 David Ave	City of Sheboygan	School
Jefferson El	1538 N 15th St	City of Sheboygan	School
Lake Country Academy	4101 Technology Pkwy	City of Sheboygan	School
Lincoln-Erdman El	4101 N 50th St	City of Sheboygan	School
Longfellow El	819 Kentucky Ave	City of Sheboygan	School
North Hi	2926 N 10th St	City of Sheboygan	School
Pigeon River El	3508 N 21st St	City of Sheboygan	School
Saint Elizabeth Ann Seton	814 Superior Ave	City of Sheboygan	School
Sheboygan Area Lutheran	3323 University Dr	City of Sheboygan	School
Sheboygan Christian	418 Geele Ave	City of Sheboygan	School
Sheboygan Leadership Academy	1305 St Clair Ave	City of Sheboygan	School
Sheridan El	1412 Maryland Ave	City of Sheboygan	School
South Hi	3128 S 12th St	City of Sheboygan	School
Trinity Lutheran Grade Sch	824 Wisconsin Ave	City of Sheboygan	School
Urban Mid	1226 North Ave	City of Sheboygan	School
Warriner	712 Riverfront Dr	City of Sheboygan	School
Wilson El	1625 Wilson Ave	City of Sheboygan	School
Lift Station	N 3rd St	City of Sheboygan	Sewage Treatment
Lift Station	S 7th Ave	City of Sheboygan	Sewage Treatment
Lift Station	2805 Indiana Ave	City of Sheboygan	Sewage Treatment
Lift Station	S Business Dr	City of Sheboygan	Sewage Treatment

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Sheboygan Wastewater Treatment	3333 Lakeshore Dr	City of Sheboygan	Sewage Treatment
Critical Water Storage Tank	927 N Taylor Dr	City of Sheboygan	Water
Critical Water Storage Tank	2925 Georgia Ave	City of Sheboygan	Water
Critical Water Storage Tank	4435 Gateway Dr	City of Sheboygan	Water
Critical Water Storage Tank	4024 Erie Ave	City of Sheboygan	Water
Sheboygan Water Utility	72 Park Ave	City of Sheboygan	Water
Water Tower	2900 Washington Ave	City of Sheboygan	Water
Haven Drive Assisted Living	220 Haven Dr	City of Sheboygan Falls	Assisted Living Facilities
Pine Haven Christian Home	531 Gidding Ave	City of Sheboygan Falls	Assisted Living Facilities
Woodland Manor	851 Fond du Lac Ave	City of Sheboygan Falls	Assisted Living Facilities
Bridge	Broadway St/Sheboygan River	City of Sheboygan Falls	Bridge
Bridge	Monroe St/Sheboygan River	City of Sheboygan Falls	Bridge
Bridge	STH 28/Onion River	City of Sheboygan Falls	Bridge
Phone	704 Broadway St	City of Sheboygan Falls	Communications
WCLB 950 Radio Towers	N Main St	City of Sheboygan Falls	Communications
Wireless Tower	661 WESTERN AVE	City of Sheboygan Falls	Communications
Wireless Tower	315-A FOREST AVE.	City of Sheboygan Falls	Communications
Dam	Sheboygan River	City of Sheboygan Falls	Dam
Dam	Mullet River	City of Sheboygan Falls	Dam
Electric Power Substation	111 Hamann Dr	City of Sheboygan Falls	Electric
Electric Power Substations	Monroe St	City of Sheboygan Falls	Electric
Electric Power Substations	608 Water St	City of Sheboygan Falls	Electric
Electric Power Substations	Jackson St	City of Sheboygan Falls	Electric
Sheboygan Falls Fire Dept	375 Buffalo St	City of Sheboygan Falls	Fire/Rescue
Bemis Manufacturing	300 Mill St	City of Sheboygan Falls	Fuel Storage
City Hall	375 Buffalo St	City of Sheboygan Falls	Government
Bemis Manufacturing Co. - Plant B	300 Mill St	City of Sheboygan Falls	HazMat
Curt G Joa, Inc	100 Crocker Ave	City of Sheboygan Falls	HazMat
Rockline Industries	N5252 County Raod TT	City of Sheboygan Falls	HazMat
Rockline Industries - Birch Warehouse	100 Birch Rd	City of Sheboygan Falls	HazMat
Rockline Industries - Willow Warehouse	985 Willow Dr	City of Sheboygan Falls	HazMat
Spartech LLC	360 Rangeline Rd	City of Sheboygan Falls	HazMat
WI Bell - Sheboygan Falls Co 7 - PL0401	704 Broadway St	City of Sheboygan Falls	HazMat

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Aurora	1146 Plankview Green Blvd	City of Sheboygan Falls	Hospital/Clinic
Pine Haven	531 Giddings Ave	City of Sheboygan Falls	Hospital/Clinic
Woodland Manor	851 Fond Du Lac Ave	City of Sheboygan Falls	Hospital/Clinic
Sheboygan Falls Police Dept	375 Buffalo St	City of Sheboygan Falls	Law Enforcement
Acacia Falls	801 Acacia	City of Sheboygan Falls	Manufactured Housing Community
DPW	111 Hamann Dr	City of Sheboygan Falls	Public Works
Sheboygan Falls El	1 Alfred W Miley Ave	City of Sheboygan Falls	School
Sheboygan Falls Hi	220 Amherst Ave	City of Sheboygan Falls	School
Sheboygan Falls Mid	101 School St	City of Sheboygan Falls	School
Water Storage and Booster	661 Western Ave	City of Sheboygan Falls	Water
Water Supply Well	10 Fond Du Lac Ave	City of Sheboygan Falls	Water
Water Tower	Forest Ave	City of Sheboygan Falls	Water
Water Tower	Old County Rd PP	City of Sheboygan Falls	Water
Bridge	CTH A/Mullet River	Town of Greenbush	Bridge
Bridge	CTH A/Mullet River	Town of Greenbush	Bridge
Bridge	Plank Rd/Mullet River	Town of Greenbush	Bridge
Bridge	Center Rd/Mullet River	Town of Greenbush	Bridge
Bridge	Clark St/Mullet River	Town of Greenbush	Bridge
JSM Radio Tower	W7385 State Hwy 67	Town of Greenbush	Communications
Phone	W7787 Center St	Town of Greenbush	Communications
Tower	N6644 County Rd S	Town of Greenbush	Communications
Tower	N5621 Hillcrest Dr	Town of Greenbush	Communications
Tower	N5455 Division Rd	Town of Greenbush	Communications
Tower	W7042 Wildberry Hill Rd	Town of Greenbush	Communications
Tower - KMCI	W9071 Forest Dr	Town of Greenbush	Communications
WXER 104.5/96.1 Radio Tower	W7166 State Hwy 67	Town of Greenbush	Communications
Dam	NA	Town of Greenbush	Dam
Town Hall/Fire Dept	N6644 Sugarbush Rd	Town of Greenbush	Government
Kettle Moraine Correctional Institution	W9071 Forest Dr	Town of Greenbush	Law Enforcement
	N6466 Plank Cr	Town of Greenbush	Manufactured Housing Community
	W9202 County Rd C	Town of Greenbush	Natural Gas
KMCI Water Tower	W9071 Forest Dr	Town of Greenbush	Water
Bridge	CTH MM/Pigeon River	Town of Herman	Bridge
Bridge	CTH A/Sheboygan River	Town of Herman	Bridge
Bridge	STH 42/Pigeon River	Town of Herman	Bridge

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Bridge	Orchard Rd//Pigeon River	Town of Herman	Bridge
Bridge	Willow Rd/Sheboygan River	Town of Herman	Bridge
Bridge	Main Rd/Sheboygan River	Town of Herman	Bridge
Bridge	Franklin Rd/Sheboygan River	Town of Herman	Bridge
Bridge	CTH FF/Sheboygan River	Town of Herman	Bridge
Bridge	Garton Rd/Sheboygan River	Town of Herman	Bridge
Bridge	Playbird Rd/Pigeon River	Town of Herman	Bridge
Bridge	Meadowlark Rd/Fisher Creek	Town of Herman	Bridge
Bridge	County Line Rd/Pigeon River	Town of Herman	Bridge
Bridge	County Line Rd/Pigeon River	Town of Herman	Bridge
Bridge	County Line Rd/Pigeon River	Town of Herman	Bridge
Bridge	County Line Rd/Pigeon River	Town of Herman	Bridge
Bridge	County Line Rd/Pigeon River	Town of Herman	Bridge
Bridge	Main Rd/Sheboygan River	Town of Herman	Bridge
Bridge	CTH A Main/Sheboygan River	Town of Herman	Bridge
Tower	N8220 Rangeline Rd	Town of Herman	Communications
Tower	N7956 Highland Rd	Town of Herman	Communications
Wireless Tower	W2975 CTY TK MM	Town of Herman	Communications
Electric Power Substation	W2603 County Rd FF	Town of Herman	Electric
Ada Fire Dept	W3984 Highway 32	Town of Herman	Fire/Rescue
Franklin Fire Dept	N8165 Franklin Rd	Town of Herman	Fire/Rescue
Town Hall	N8139 Frankin Rd	Town of Herman	Government
	N8141 Meadowlark Rd	Town of Herman	Natural Gas
Bridge	IH 43/Center Ave	Town of Holland	Bridge
Bridge	CTH A/Onion River	Town of Holland	Bridge
Bridge	IH 43/Dewitt Rd	Town of Holland	Bridge

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Bridge	IH 43/Dewitt Rd	Town of Holland	Bridge
Bridge	IH 43/Smies Rd	Town of Holland	Bridge
Bridge	IH 43/Smies Rd	Town of Holland	Bridge
Bridge	CTH G/Onion River	Town of Holland	Bridge
Bridge	CTH G/Onion River	Town of Holland	Bridge
Bridge	CTH RR/Unnamed Water	Town of Holland	Bridge
Bridge	CTH RR/Unnamed Water	Town of Holland	Bridge
Bridge	STH 32/IH 43	Town of Holland	Bridge
Bridge	IH 43/Amsterdam Rd	Town of Holland	Bridge
Bridge	IH 43/Amsterdam Rd	Town of Holland	Bridge
Bridge	Hoitink Rd/Onion River	Town of Holland	Bridge
Bridge	CTH D/Unnamed Water	Town of Holland	Bridge
Bridge	Eernisse Rd/Onion River	Town of Holland	Bridge
Bridge	Risseeuw Rd/Onion River	Town of Holland	Bridge
Bridge	Risseeuw Rd/Unnamed Water	Town of Holland	Bridge
Bridge	CTH GW/Unnamed Water	Town of Holland	Bridge
Bridge	CTH GW/Unnamed Water	Town of Holland	Bridge
Bridge	CTH KW/Onion River	Town of Holland	Bridge
Bridge	CTH A/Onion River	Town of Holland	Bridge
Tower	W2263 Smies Rd	Town of Holland	Communications
Tower	N188 CTH LL	Town of Holland	Communications
Electric Power Substation	W3999 Risseeuw Rd	Town of Holland	Electric
Kettle-Lakes Cooperative	W2521 Smies Rd	Town of Holland	Fuel Storage
Town Hall	W3005 County Rd G	Town of Holland	Government
	County Rd A	Town of Holland	Natural Gas
	County Rd D	Town of Holland	Natural Gas
Bridge	STH 32/Onion River	Town of Lima	Bridge
Bridge	CTH V/Onion River	Town of Lima	Bridge
Bridge	BridgeRd/Onion River	Town of Lima	Bridge
Bridge	Ourtown Rd/Onion River	Town of Lima	Bridge
Bridge	CTH OO/Onion River	Town of Lima	Bridge
Bridge	CTH W/Unnamed Water	Town of Lima	Bridge
Bridge	CTH W/Onion River	Town of Lima	Bridge

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Bridge	Camp Riversite Rd/Onion River	Town of Lima	Bridge
Bridge	STH 32/Unnamed Water	Town of Lima	Bridge
Old County Hospital Tower	N3773 Garden Pkwy	Town of Lima	Communications
Tower	W2130 Koene Ct	Town of Lima	Communications
Tower	N3589 Atlanta Rd	Town of Lima	Communications
Dam	Onion River	Town of Lima	Dam
Electric Power Substations	N4703 Brusse Rd	Town of Lima	Electric
Town Hall	N3689 County Rd I	Town of Lima	Government
Gibbsville Sanitary District	W2401 County Rd OK W	Town of Lima	Sewage Treatment
Onion River Wastewater	W4311 Water St	Town of Lima	Sewage Treatment
Water Tower	N3773 Garden Pkwy	Town of Lima	Water
Bridge	CTH E/Onion River	Town of Lyndon	Bridge
Bridge	Blueberry Ln/Onion River	Town of Lyndon	Bridge
Bridge	CTH N/Onion River	Town of Lyndon	Bridge
Bridge	CTH V/Onion River	Town of Lyndon	Bridge
Bridge	Clearview Rd/Onion River	Town of Lyndon	Bridge
Bridge	CTH NN/Unnamed Water	Town of Lyndon	Bridge
Bridge	CTH NN/N Branch Milwaukee River	Town of Lyndon	Bridge
Bridge	Silver Creek Cascade Rd/N Branch Milwaukee Ri	Town of Lyndon	Bridge
Bridge	CTH U/Onion River	Town of Lyndon	Bridge
Bridge	Winooski Rd/Onion River	Town of Lyndon	Bridge
Bridge	CTH W/N Branch Milwaukee River	Town of Lyndon	Bridge
Bridge	CTH NN/Unnamed Water	Town of Lyndon	Bridge
Bridge	CTH NN/Unnamed Water	Town of Lyndon	Bridge
Phone	W5975 State Hwy 28	Town of Lyndon	Communications
Tower	W5688 County Rd V	Town of Lyndon	Communications
Wireless Tower	W4792 CTY TK IW	Town of Lyndon	Communications
Wireless Tower	N4355 STATE HIGHWAY 57	Town of Lyndon	Communications

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Wireless Tower	W4792 CTY TK IW	Town of Lyndon	Communications
Wireless Tower	N4355 STATE HIGHWAY 57	Town of Lyndon	Communications
Dam	NA	Town of Lyndon	Dam
Dam	Lake Ellen	Town of Lyndon	Dam
Electric Power Substations	W5206 Clearview Rd	Town of Lyndon	Electric
Town Hall	N6135 County Rd N	Town of Lyndon	Government
Hager's Hilly Haven Campground	N2827 Dusty Ln	Town of Lyndon	Manufactured Housing Community
	W6294 Harbor Lights Rd	Town of Lyndon	Manufactured Housing Community
	County Rd E	Town of Lyndon	Natural Gas
	W5698 County Rd V	Town of Lyndon	Natural Gas
	State Hwy 28	Town of Lyndon	Natural Gas
County Highway Department	W6451 State Hwy 28	Town of Lyndon	Public Works
Bridge	CTH W/Chambers Creek	Town of Mitchell	Bridge
Wireless Tower	N4590 COUNTY HWY V	Town of Mitchell	Communications
Wireless Tower	W7257 PARNELL RD.	Town of Mitchell	Communications
Town Hall	W8095 Parnell Rd	Town of Mitchell	Government
KMCI Sewage Treatment	W9071 Forest Dr	Town of Mitchell	Sewage Treatment
Bridge	Garton Rd/IH 43	Town of Mosel	Bridge
Bridge	Playbird Rd/IH 43	Town of Mosel	Bridge
Bridge	County Line Rd/IH 43	Town of Mosel	Bridge
Bridge	Orchard Rd/IH 43	Town of Mosel	Bridge
Bridge	CTH MM/Sevenmile Creek	Town of Mosel	Bridge
Bridge	CTH MM/IH 43	Town of Mosel	Bridge
Bridge	Luelloff Rd/Sevenmile Creek	Town of Mosel	Bridge
Bridge	CTH LS/Sevenmile Creek	Town of Mosel	Bridge
Bridge	CTH FF/IH 43	Town of Mosel	Bridge
Bridge	Rowe Rd/IH 43	Town of Mosel	Bridge
Fed Ex	3510 Playbird Rd	Town of Mosel	Chemical
Tower	W1545 County Rd MM	Town of Mosel	Communications
Tower	N7677 Garton Ct	Town of Mosel	Communications
Tower	N8137 Rangeline Rd	Town of Mosel	Communications
Tower	W1534 Orchard Rd	Town of Mosel	Communications
Wireless Tower	1111 WEST RIVERSIDE DRIVE	Town of Mosel	Communications
Wireless Tower	N8501 CTY LS	Town of Mosel	Communications

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Wireless Tower	N7677 GARTON COURT	Town of Mosel	Communications
Wireless Tower	N8569 CTY TK LS	Town of Mosel	Communications
Kohler Company	N7650 CTH LS	Town of Mosel	Fuel Storage
Motor Propane SVS	W2059 Garton Rd	Town of Mosel	Fuel Storage
Town Hall	W982 County Rd FF	Town of Mosel	Government
Kohler Company - Generator Division	N7650 Lakeshore Rd	Town of Mosel	HazMat
County Highway Department	N7563 State Hwy 42	Town of Mosel	Public Works
Bridge	Blueberry Ln/Mullet River	Town of Plymouth	Bridge
Bridge	S Milwaukee St/Mullet River	Town of Plymouth	Bridge
Bridge	STH 23/STH 57	Town of Plymouth	Bridge
Bridge	STH 23/STH 57	Town of Plymouth	Bridge
Bridge	CTH J/Otter Creek	Town of Plymouth	Bridge
Bridge	CTH J/Otter Creek	Town of Plymouth	Bridge
Bridge	STH 23/STH 67-Mullet River	Town of Plymouth	Bridge
Bridge	STH 23/Riverview-Rd Sunset Dr-Railroad	Town of Plymouth	Bridge
Bridge	STH 67/Mullet River	Town of Plymouth	Bridge
Bridge	STH 57/Mullet River	Town of Plymouth	Bridge
Bridge	Pleasant View Rd/Mullet River	Town of Plymouth	Bridge
Bridge	Short Cut Rd/Mullet River	Town of Plymouth	Bridge
Bridge	Woodland Rd/Mullet River	Town of Plymouth	Bridge
Bridge	Willow Rd/Otter Creek	Town of Plymouth	Bridge
Bridge	STH 57/Unnamed Water	Town of Plymouth	Bridge
Bridge	STH 23/Unnamed Water	Town of Plymouth	Bridge
Bridge	River Heights Rd/Mullet River	Town of Plymouth	Bridge
Bridge	STH 23/STH 67-Mullet River	Town of Plymouth	Bridge
Bridge	STH 23/Riverview-Rd Sunset Dr-Railroad	Town of Plymouth	Bridge
Rocky Knoll Radio Tower	N7135 Rocky Knoll Pkwy	Town of Plymouth	Communications
Tower	N6607 County Rd P	Town of Plymouth	Communications
Tower - Fairgrounds	Fairview Dr	Town of Plymouth	Communications

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Tower - Road America	W5832 County Rd J	Town of Plymouth	Communications
WJUB 1420	N5569 State Hwy 57	Town of Plymouth	Communications
Dam	Mullet River	Town of Plymouth	Dam
Dam	Mullet River	Town of Plymouth	Dam
Electric Power Substations	642 S Milwaukee St	Town of Plymouth	Electric
Electric Power Substations	642 S Milwaukee St	Town of Plymouth	Electric
Plymouth Fire Dept	120 Suhrke Rd	Town of Plymouth	Fire/Rescue
Ferrellgas Co	N5591 STH 57	Town of Plymouth	Fuel Storage
Highway Department Complex	W5741 County Road J	Town of Plymouth	Government
Town Hall	120 Suhrke Rd	Town of Plymouth	Government
Mills Fleet Farm	3110 Eastern Ave	Town of Plymouth	HazMat
Rocky Knoll HCC	N7135 Rocky Knoll Pkwy	Town of Plymouth	Hospital/Clinic
Plymouth Rock Campground	N7271 Lando St	Town of Plymouth	Manufactured Housing Community
County Highway Department	N6111 County Rd OJ	Town of Plymouth	Public Works
Plymouth Utilities Operations Center	900 CTH PP	Town of Plymouth	Public Works
Plymouth Utilities Water RPV Station No. 1	3200 CTH PP	Town of Plymouth	Water
Water Tower	N7235 Rocky Knoll Pkwy	Town of Plymouth	Water
Bridge	STH 67/Unnamed Water	Town of Rhine	Bridge
Bridge	CTH EH/Sheboygan River	Town of Rhine	Bridge
Bridge	CTH MM/Sheboygan River	Town of Rhine	Bridge
Bridge	STH 57/Sheboygan River	Town of Rhine	Bridge
Bridge	CTH MC/Sheboygan River	Town of Rhine	Bridge
Bridge	CTH MM/Sheboygan River	Town of Rhine	Bridge
Bridge	STH 57/CTH A	Town of Rhine	Bridge
Bridge	STH 67/LaBudde Creek	Town of Rhine	Bridge
Bridge	Garton Rd/LaBudde Creek	Town of Rhine	Bridge
Tower	N8429 State Hwy 57	Town of Rhine	Communications
Tower	N8364 State Hwy 57	Town of Rhine	Communications
Wireless Tower	N9363 HWY 57	Town of Rhine	Communications
Electric Power Substations	N7865 County Rd P	Town of Rhine	Electric
Town Hall	W5250 County Road FF	Town of Rhine	Government
	Garton Rd	Town of Rhine	Natural Gas

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Bridge	CTH J/Sheboygan River	Town of Russell	Bridge
Dam	Sheboygan River	Town of Russell	Dam
Town Hall	N9691 County Rd H	Town of Russell	Government
Sheboygan Marsh Park	W7039 County Rd SR	Town of Russell	Manufactured Housing Community
	W6963 County Rd SR	Town of Russell	Natural Gas
Beechwood Rest Home	N1495 County Road A West	Town of Scott	Assisted Living Facilities
Bridge	STH 28/Batavia Creek	Town of Scott	Bridge
Bridge	Cranberry Rd/Mink Creek	Town of Scott	Bridge
Bridge	CTH D/Mink Creek	Town of Scott	Bridge
Bridge	STH 28 & 144/Mink Creek	Town of Scott	Bridge
Bridge	STH 144/Mink Creek	Town of Scott	Bridge
Bridge	STH 144/Mink Creek	Town of Scott	Bridge
Bridge	STH 144/N Branch Milwaukee River	Town of Scott	Bridge
Bridge	Boltonville Rd/Mink Creek	Town of Scott	Bridge
Bridge	CTH S/Mink Creek	Town of Scott	Bridge
ANR Radio Tower	W8656 Tower Dr	Town of Scott	Communications
Wireless Tower	N1360 STATE HIGHWAY 28	Town of Scott	Communications
Wireless Tower	N2113 STATE ROAD 28	Town of Scott	Communications
Dam	Mink Creek	Town of Scott	Dam
Beechwood Fire Department	W8451 County Rd S	Town of Scott	Fire/Rescue
Boehlke Bottled Gas Corp	N477 Riverview Rd	Town of Scott	Fuel Storage
Town Hall	N1306 Boltonville Rd	Town of Scott	Government
Hoefls Mobile Home Park & Campground	W9070 Crooked Lake Dr	Town of Scott	Manufactured Housing Community
Countryside Manor	4221 Kadlec Dr	Town of Sheboygan	Assisted Living Facilities
Countryside Manor West	4228 Kadlec Dr	Town of Sheboygan	Assisted Living Facilities
Homes for Independent Living	1302 & 1304 N 49th St	Town of Sheboygan	Assisted Living Facilities
Sheboygan Senior Community	3505 County Road Y	Town of Sheboygan	Assisted Living Facilities
Bridge	Rangeline Rd/Pigeon River	Town of Sheboygan	Bridge
Bridge	CTH J/Pigeon River	Town of Sheboygan	Bridge
Bridge	Rangeline Rd/STH 23	Town of Sheboygan	Bridge

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Bridge	Rangeline Rd/Pigeon River	Town of Sheboygan	Bridge
Bridge	CTH J/Pigeon River	Town of Sheboygan	Bridge
Bridge	Rangeline Rd/STH 23	Town of Sheboygan	Bridge
Bridge	IH 43/STH 42	Town of Sheboygan	Bridge
Bridge	IH 43/STH 42	Town of Sheboygan	Bridge
Bridge	IH 43/CTH J	Town of Sheboygan	Bridge
Bridge	Mueller Rd/IH 43	Town of Sheboygan	Bridge
Bridge	IH 43/Pigeon River	Town of Sheboygan	Bridge
Bridge	IH 43/Pigeon River	Town of Sheboygan	Bridge
Bridge	IH 43/Superior Ave	Town of Sheboygan	Bridge
Bridge	IH 43/Superior Ave	Town of Sheboygan	Bridge
Bridge	IH 42/STH 23	Town of Sheboygan	Bridge
Bridge	IH 42/STH 23	Town of Sheboygan	Bridge
Bridge	IH 42/STH 23	Town of Sheboygan	Bridge
Bridge	CTH Y/Pigeon River	Town of Sheboygan	Bridge
Bridge	IH 43/STH 28	Town of Sheboygan	Bridge
Bridge	IH 43/STH 28	Town of Sheboygan	Bridge
Bridge	IH 43/CTH J	Town of Sheboygan	Bridge
Tower	1814 N 44th St	Town of Sheboygan	Communications
Wireless Tower	1814 N 44TH STREET	Town of Sheboygan	Communications
Wireless Tower	W1942 CTY J	Town of Sheboygan	Communications
Wireless Tower	5300 HWY 42	Town of Sheboygan	Communications
Electric Power Substations	4417 County Rd J	Town of Sheboygan	Electric
Town of Sheboygan Fire Dept	3911 County Rd Y	Town of Sheboygan	Fire/Rescue
Park Shelter	3805 CTH Y	Town of Sheboygan	Government
Town Hall	1512 N 40th St	Town of Sheboygan	Government
	534 S 28th St	Town of Sheboygan	Natural Gas
Town Highway Department	3770 Enterprise Dr	Town of Sheboygan	Public Works
Lift Station	1100 Riverview Dr	Town of Sheboygan	Sewage Treatment
Lift Station	5101 Blackstock Rd	Town of Sheboygan	Sewage Treatment
Lift Station	2101 Playbird Rd	Town of Sheboygan	Sewage Treatment
Lift Station	W1814 County Rd J	Town of Sheboygan	Sewage Treatment
Lift Station	4009 Erie Ave	Town of Sheboygan	Sewage Treatment
Lift Station	N 47th St	Town of Sheboygan	Sewage Treatment
Lift Station	Cardinal Dr	Town of Sheboygan	Sewage Treatment
Water Supply Well	5058 Lakeshore Rd	Town of Sheboygan	Water
Water Supply Well	3329 N 48th Pl	Town of Sheboygan	Water
Water Supply Well	5221 Superior Ave	Town of Sheboygan	Water

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Water Supply Well	5058 Lakeshore Rd	Town of Sheboygan	Water
Water Tower	3770 Enterprise Dr	Town of Sheboygan	Water
Water Tower	1512 N 40th St	Town of Sheboygan	Water
Sheboygan Co Memorial Airport	N6180 Resource Dr	Town of Sheboygan Falls	Airport
Bridge	STH 23/STH 32	Town of Sheboygan Falls	Bridge
Bridge	STH 23/STH 32	Town of Sheboygan Falls	Bridge
Bridge	CTH JM/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	CTH J/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	CTH M/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	CTH C/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	Rio Rd/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	CTH O/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	CTH M/Muller River	Town of Sheboygan Falls	Bridge
Bridge	Old County Rd PP/Mullet River	Town of Sheboygan Falls	Bridge
Bridge	Willow Rd/Mullet River	Town of Sheboygan Falls	Bridge
Bridge	Woodland Road/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	CTH PP/Unnamed Water	Town of Sheboygan Falls	Bridge
Bridge	Sumac Rd/Muller River	Town of Sheboygan Falls	Bridge
Bridge	Meadowlark Rd/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	Woodland Rd/Unnamed Water	Town of Sheboygan Falls	Bridge
Bridge	CTH O/Unnamed Water	Town of Sheboygan Falls	Bridge
Bridge	CTH TT/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	STH 23/Sheboygan River	Town of Sheboygan Falls	Bridge
Bridge	STH 23/Sheboygan River	Town of Sheboygan Falls	Bridge
Phone	N6853 State Hwy 32	Town of Sheboygan Falls	Communications
Radio?	N5764 CTH TT	Town of Sheboygan Falls	Communications
Tower	N5711 Willow Rd	Town of Sheboygan Falls	Communications
Tower	454 N Bluebird Ln	Town of Sheboygan Falls	Communications
Tower	N 6063 Willow Rd	Town of Sheboygan Falls	Communications
Johnsonville Dam	Sheboygan River	Town of Sheboygan Falls	Dam
Alliant Energy Peaker Plant	N5787 Bridgewood Rd	Town of Sheboygan Falls	Electric
Plymouth Utilities Substation No.3	N6025 Willow Rd	Town of Sheboygan Falls	Electric

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Johnsonville Fire Department	W4284 County RD JM	Town of Sheboygan Falls	Fire/Rescue
Sheboygan Falls Fire Dept	N5480 County Road TT	Town of Sheboygan Falls	Fire/Rescue
Boehlke Bottled Gas Corp	N5856 CTH M	Town of Sheboygan Falls	Fuel Storage
Town Hall	W 3860 CTH O	Town of Sheboygan Falls	Government
Johnsonville LLC	N6928 Johnsonville Way	Town of Sheboygan Falls	HazMat
Sheboygan Falls Energy Facility	N5787 Bridgewood Rd	Town of Sheboygan Falls	HazMat
Bains	W2220 County Rd O	Town of Sheboygan Falls	Manufactured Housing Community
	W3970 County Rd C	Town of Sheboygan Falls	Natural Gas
	Highland Rd	Town of Sheboygan Falls	Natural Gas
	Highland Rd	Town of Sheboygan Falls	Natural Gas
	N5876 Rangeline Rd	Town of Sheboygan Falls	Natural Gas
Bridge	CTH I/Silver Creek	Town of Sherman	Bridge
Bridge	CTH A/N Branch Milwaukee River	Town of Sherman	Bridge
Bridge	Silver Creek Cascade Rd/N Branch Milwaukee Ri	Town of Sherman	Bridge
Bridge	Silver Creek Cascade Rd/N Branch Milwaukee Ri	Town of Sherman	Bridge
Bridge	Camp Awana Rd/Silver Creek	Town of Sherman	Bridge
Bridge	CTH DE/Silver Creek	Town of Sherman	Bridge
Bridge	Creek Rd/Silver Creek	Town of Sherman	Bridge
Bridge	Creek Rd/Silver Creek	Town of Sherman	Bridge
Bridge	Abbott Dr/N Branch Milwaukee River	Town of Sherman	Bridge
Bridge	STH 144/Allen Rd-Railroad	Town of Sherman	Bridge
Tower	W4698 County Rd D	Town of Sherman	Communications
Vorphal Radio Tower	N702 CTH CC	Town of Sherman	Communications
Dam	North Branch Milwaukee River	Town of Sherman	Dam
Silver Creek Fire Department	W6566 Highway 144	Town of Sherman	Fire/Rescue
Country Vision Cooperative	W5274 CTH K	Town of Sherman	Fuel Storage
Town Hall	W6566 State Hwy 144	Town of Sherman	Government
	Wolf Rd	Town of Sherman	Natural Gas
Bridge	S Business Dr/Railroad	Town of Wilson	Bridge

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Bridge	S 12th St/Unnamed Water	Town of Wilson	Bridge
Bridge	IH 43/Railroad	Town of Wilson	Bridge
Bridge	IH 43/Railroad	Town of Wilson	Bridge
Bridge	IH 43/Weeden Creek Rd	Town of Wilson	Bridge
Bridge	IH 43/Weeden Creek Rd	Town of Wilson	Bridge
Bridge	CTH A/Weedens Creek	Town of Wilson	Bridge
Bridge	IH 43/CTH V	Town of Wilson	Bridge
Bridge	IH 43/CTH V	Town of Wilson	Bridge
Bridge	IH 43/Wilson Lima Rd	Town of Wilson	Bridge
Bridge	IH 43/Wilson Lima Rd	Town of Wilson	Bridge
Bridge	W Evergreen Dr/Black River	Town of Wilson	Bridge
Bridge	Stahl Rd/Weedens Creek	Town of Wilson	Bridge
Bridge	Old Park Rd/Black River	Town of Wilson	Bridge
Bridge	Wilson Lima Rd/Black River	Town of Wilson	Bridge
Bridge	Indian Mound Rd/Black River	Town of Wilson	Bridge
Bridge	Town Line Rd/IH 43	Town of Wilson	Bridge
Tower	5217 County Rd A	Town of Wilson	Communications
Wireless Tower	5702 WILSON LIMA RD	Town of Wilson	Communications
Electric Power Substations	S Business Dr	Town of Wilson	Electric
Wilson-Black River Fire Department	5536 Evergreen DR	Town of Wilson	Fire/Rescue
Aldrich Chemical Co	5485 CTH V	Town of Wilson	Fuel Storage
Town Hall	5933 South Business Dr	Town of Wilson	Government
Glacier Transit & Storage	4910 Frontage Rd	Town of Wilson	HazMat
Millapore-Sigma (Aldrich Chemical)	5485 County Road V	Town of Wilson	HazMat
County Highway Department	7614 Frontage Rd	Town of Wilson	Public Works
Aldrich Station	5436 County Rd V	Town of Wilson	Water
Curtis Station	300 Wahgouly Rd	Town of Wilson	Water
KK Station	1200 Stahl Rd	Town of Wilson	Water
Lakeshore Station	4300 Lakeshore Dr	Town of Wilson	Water
Schinker Creek Station	1606 County Rd V	Town of Wilson	Water
Adell Fire Department	508 Seifert Street	Village of Adell	Fire/Rescue
Village Hall	508 Seifert Street	Village of Adell	Government

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Adell Cooperative Union	707 Mill St	Village of Adell	HazMat
Milk Specialities Global	627 Maine Ave	Village of Adell	HazMat
	Edgewood Ave	Village of Adell	Natural Gas
Adell Ingredients	503 Mill St	Village of Adell	Sewage Treatment
Water Supply Well	Adell Ave	Village of Adell	Water
Water Tower	608 Tower Ave	Village of Adell	Water
Tower	N3191 Bates Rd	Village of Cascade	Communications
Dam	North Branch Milwaukee River	Village of Cascade	Dam
Cascade Fire Dept	501 Milwaukee Ave	Village of Cascade	Fire/Rescue
Village Hall	301 1st St	Village of Cascade	Government
Village of Cascade Well #1	303 1st St	Village of Cascade	HazMat
	601 Milwaukee Ave	Village of Cascade	Natural Gas
Cascade	N3191 Bates Rd	Village of Cascade	Sewage Treatment
Water Supply Well	301 1st St	Village of Cascade	Water
Water Tower	Lake St	Village of Cascade	Water
Cedar Grove Gardens I	606 W Van Alton Ave	Village of Cedar Grove	Assisted Living Facilities
Cedar Grove Gardens II	626 W Van Alton Ave	Village of Cedar Grove	Assisted Living Facilities
Bridge	CTH RR/Railroad	Village of Cedar Grove	Bridge
Phone	254 S Main St	Village of Cedar Grove	Communications
Cedar Grove Fire Dept	306 S Main St	Village of Cedar Grove	Fire/Rescue
Village Hall	22 E Willow Dr	Village of Cedar Grove	Government
Aurora	313 S Main St	Village of Cedar Grove	Hospital/Clinic
Cedar Grove-Belgium El/Mid/Hi	321 N 2nd St	Village of Cedar Grove	School
Cedar Grove Sewage Treatment	State Hwy 32	Village of Cedar Grove	Sewage Treatment
Water Supply Well	22 E Willow Ave	Village of Cedar Grove	Water
Water Supply Well	W Union Ave	Village of Cedar Grove	Water
Water Tower	131 W Van Alton Ave	Village of Cedar Grove	Water
Phone	74 Square St	Village of Elkhart Lake	Communications
Wireless Tower	210 N LINCOLN ST	Village of Elkhart Lake	Communications
Wireless Tower	633B ARBOR DRIVE	Village of Elkhart Lake	Communications
Wireless Tower	N7390 Highway 67	Village of Elkhart Lake	Communications
Dam	Elkhart Lake	Village of Elkhart Lake	Dam
WI Electric Power Repair	220 N Lincoln St	Village of Elkhart Lake	Electric
Elkhart Lake Fire Station	610 S Lincoln St	Village of Elkhart Lake	Fire/Rescue
Village Hall	40 Pine St	Village of Elkhart Lake	Government
Elkhart Lake Water Utility	81 N East St	Village of Elkhart Lake	HazMat

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Elkhart LAke Water Utility Well #3	633 Arbor Dr	Village of Elkhart Lake	HazMat
Elkhart Lake Police Dept	40 Pine St/81 N East St	Village of Elkhart Lake	Law Enforcement
	300 E Maple St	Village of Elkhart Lake	Natural Gas
County Highway Department	604 S Lincoln St	Village of Elkhart Lake	Public Works
Department of Public Works	51 E Maple St	Village of Elkhart Lake	Public Works
Elkhart Lake El/Mid	251 E Maple St	Village of Elkhart Lake	School
Elkhart Lake Hi	201 N Lincoln St	Village of Elkhart Lake	School
Water Supply Well	81 N East St	Village of Elkhart Lake	Water
Water Tower	201 N Lincoln St	Village of Elkhart Lake	Water
Water Tower/Well	633B Arbor Dr	Village of Elkhart Lake	Water
Bridge	S Swift St/Mullet River	Village of Glenbeulah	Bridge
Glenbeulah Fire Dept	110 N Swift St	Village of Glenbeulah	Fire/Rescue
Village Hall	110 N Swift St	Village of Glenbeulah	Government
Northern Moraine Utility	N7025 County Rd P	Village of Glenbeulah	Sewage Treatment
Harvest Home Senior Living Services	2005 Appletree Rd	Village of Howards Grove	Assisted Living Facilities
Harvest Home Senior Living Services	2004 Appletree Rd	Village of Howards Grove	Assisted Living Facilities
Harvest Home Senior Living Services	2003 Appletree Rd	Village of Howards Grove	Assisted Living Facilities
Harvest Home Senior Living Services	2002 Appletree Rd	Village of Howards Grove	Assisted Living Facilities
Bridge	Oriole Ln/Pigeon River	Village of Howards Grove	Bridge
Bridge	Madison Ave/Pigeon River	Village of Howards Grove	Bridge
Bridge	Roosevelt Rd/Pigeon River	Village of Howards Grove	Bridge
Bridge	Millersville Ave/Pigeon River	Village of Howards Grove	Bridge
Bridge	S Wisconsin Dr/Fisher Creek	Village of Howards Grove	Bridge
Phone	532 N Wisconsin Dr	Village of Howards Grove	Communications
Wireless Tower	1110 ALOCTT AVE	Village of Howards Grove	Communications
Howards Grove Fire Dept	1013 S Wisconsin Dr	Village of Howards Grove	Fire/Rescue
Village Hall	913 S Wisconsin Dr	Village of Howards Grove	Government
Howards Grove Hi	401 Audubon Rd	Village of Howards Grove	School
Howards Grove Mid	506 Kennedy Ave	Village of Howards Grove	School
Northview El	902 Tyler Rd	Village of Howards Grove	School
Saint Pauls Lutheran	441 Millersville Ave	Village of Howards Grove	School

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Howards Grove Sanitary District	1111 Alcott Ave	Village of Howards Grove	Sewage Treatment
Bridge	Woodland Rd/STH 23	Village of Kohler	Bridge
Bridge	STH 28/Weedons Creek	Village of Kohler	Bridge
Bridge	Railroad/Unnamed Water	Village of Kohler	Bridge
Bridge	Highland Dr/STH 23	Village of Kohler	Bridge
Bridge	IH 43/Unnamed Water	Village of Kohler	Bridge
Wireless Tower	419 HIGHLAND DR	Village of Kohler	Communications
Wireless Tower	500 Highland Drive	Village of Kohler	Communications
Wireless Tower	444 Highland Dr	Village of Kohler	Communications
Dam	Sheboygan River	Village of Kohler	Dam
Dam	Sheboygan River	Village of Kohler	Dam
Electric Power Substations	444 Highland Dr	Village of Kohler	Electric
Kohler Fire Dept	289 Highland Dr	Village of Kohler	Fire/Rescue
Kohler Memorial Building	260 School St	Village of Kohler	Government
Village Hall	319 Highland Dr	Village of Kohler	Government
Kohler Company	444 Highland Dr	Village of Kohler	HazMat
Prevea Clinic	950 Woodlake Rd	Village of Kohler	Hospital/Clinic
Kohler Police Dept	319 Highland Dr	Village of Kohler	Law Enforcement
Fenwood Storage Building/Salt Shed	1500 W Riverside Dr	Village of Kohler	Public Works
Fenwood Salt Sheds	1500 W Riverside Dr	Village of Kohler	Public Works
Fenwood Water Department Building	1500 W Riverside Dr	Village of Kohler	Public Works
Public Works Garage	219 Highland Dr	Village of Kohler	Public Works
Kohler El/Mid/Hi	333 Upper Rd	Village of Kohler	School
Fenwood Main Wastewater Pump Station	1500 W Riverside Dr	Village of Kohler	Water
Sports Core Wastewater Pump Station	930 Woodlake Rd	Village of Kohler	Water
Sunset Wastewater Pump Station	6435 Sunset Rd	Village of Kohler	Water
Water Tower	444 Highland Dr	Village of Kohler	Water
Water Tower	444 Highland Dr	Village of Kohler	Water
Water Tower	444 Highland Dr	Village of Kohler	Water
Water Tower Booster Pump Station	444 Highland Dr	Village of Kohler	Water
Pine Haven Christian Home	701 Pine Dr	Village of Oostburg	Assisted Living Facilities
Bridge	IH 43/Center Ave	Village of Oostburg	Bridge

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Communication Facility on Water Tower	522 Michigan Ave	Village of Oostburg	Communications
Phone Tower	1029 Center Ave	Village of Oostburg	Communications
Electric Power Substations	32 Enterprise Ct	Village of Oostburg	Electric
Oostburg Fire Dept	S 10th St	Village of Oostburg	Fire/Rescue
Ferrellgas Co	1130 Superior Ave	Village of Oostburg	Fuel Storage
Village Offices	330 N 9th St	Village of Oostburg	Government
Masters Gallery Foods	927 Center Ave	Village of Oostburg	HazMat
Oostburg Christian	621 N Business Park Dr	Village of Oostburg	School
Oostburg El	101 S 7th St	Village of Oostburg	School
Oostburg Hi	203 N 7th St	Village of Oostburg	School
Oostburg Mid	410 New York Ave	Village of Oostburg	School
Oostburg	408 New York Ave	Village of Oostburg	Sewage Treatment
Water Supply Well	816 N 10 St	Village of Oostburg	Water
Water Supply Well	513 Center Ave	Village of Oostburg	Water
Water Tower	539 S Business Park Dr	Village of Oostburg	Water
Gables on the Pond I & II	522 Michigan Ave	Village of Oostburg	Water
Bridge	305 & 305A S Spring St	Village of Random Lake	Assisted Living Facilities
Bridge	STH 144/Silver Creek	Village of Random Lake	Bridge
Bridge	Hickory Dr/Unnamed Water	Village of Random Lake	Bridge
Tower	W4923 State Hwy 144	Village of Random Lake	Communications
Dam	Random Lake	Village of Random Lake	Dam
Random Lake Fire Department	718 N Spring St	Village of Random Lake	Fire/Rescue
Village Hall	96 Russell Dr	Village of Random Lake	Government
Krier Foods Inc	551 Krier Ln	Village of Random Lake	HazMat
Lakeside Foods Inc	709 Allen St	Village of Random Lake	HazMat
Random Lake Wastewater Treatment Plant	690 Wolf Rd	Village of Random Lake	HazMat
Aurora	110 Butler St	Village of Random Lake	Hospital/Clinic
	W4923 State Hwy 144	Village of Random Lake	Natural Gas
Random Lake El/Mid/Hi	605 Random Lake Rd	Village of Random Lake	School
St John Lutheran	W5407 County Road SS	Village of Random Lake	School
Random Lake	690 Wolf Rd	Village of Random Lake	Sewage Treatment
Water Tower	600 Butler St	Village of Random Lake	Water
Well	701 North St	Village of Random Lake	Water
Well	100 Lake Dr	Village of Random Lake	Water
Bridge	W 1st St/Unnamed Water	Village of Waldo	Bridge

Table D.1: Critical Facilities by Community, Sheboygan County (Continued)

NAME	ADDRESS	MCD	TYPE
Bridge	N Mill St/Onion River	Village of Waldo	Bridge
Bridge	W 1st St/Unnamed Water	Village of Waldo	Bridge
Bridge	N Depot St/Unnamed Water	Village of Waldo	Bridge
Wireless Tower	417 E FIRST ST	Village of Waldo	Communications
Dam	Onion River	Village of Waldo	Dam
Electric Power Substations	S Mill St	Village of Waldo	Electric
Waldo Fire Department	810 W 2nd ST	Village of Waldo	Fire/Rescue
Waldo Oil	827 W 1st St	Village of Waldo	Fuel Storage
Village Hall	301 1st St	Village of Waldo	Government
	W 1st St	Village of Waldo	Natural Gas
Waldo Wastewater Utility	N Mill St	Village of Waldo	Sewage Treatment
Water Tower	W 1st St	Village of Waldo	Water

APPENDIX E – HAZARD RISK ASSESSMENT SURVEY AVERAGE SCORES

The steering committee for the *Sheboygan County Hazard Mitigation Plan 2020 - 2025* was asked to rate natural and man-made hazards in the spring of 2019. This information was used to prioritize these hazards.

Table E.1 shows the average scores for each natural and man-made hazard from this rating exerc

TABLE E.1

SHEBOYGAN COUNTY HAZARD RISK ASSESSMENT MATRIX

1	2	3	4	5	6	7	8	9	10	11	12
Hazard Identification	Hazard Frequency	Hazard Probability	Health & Public Safety	Home Damage	Business Disruption	Public Expenditures	Magnitude of Population at Risk	Magnitude of Homes at Risk	Magnitude of Businesses at Risk	Risk Assessment Rating Total	Average Rating
Hazard Type	Frequency of past hazard occurrences	Probability of hazard occurring in the future	Degree of past hazard events causing injuries, sickness and/or deaths	Degree of past hazard events causing damage to homes	Degree of past hazard events causing damage to business and/or interruption of business trade	Amount of local, state, and federal funds expended on past hazard recovery activities	Amount of population still vulnerable to injury, sickness, and/or death from hazard	Amount of homes still vulnerable to damage from hazard	Amount of businesses still vulnerable to damage or interruption of business trade		
	1, 2 or 3	1, 2 or 3	1, 2 or 3	1, 2 or 3	1, 2 or 3	1, 2 or 3	1, 2 or 3	1, 2 or 3	1, 2 or 3		
Flooding (including flash, riverine, lake, stormwater, and dam failure flooding)	26	31	19	32	27	29	21	25	25	235	18
Lightning Storms and Thunderstorms (including hail storms)	29	29	13	21	19	17	15	21	19	183	14
Tornadoes/High Winds	27	27	21	26	24	26	24	26	26	227	17
Winter Storms (includes heavy snow storms, ice storms and blizzards)	32	33	21	16	24	21	18	18	20	203	16
Wildland Fires	17	18	15	15	15	14	15	15	15	139	11
Drought	15	16	16	16	16	15	15	15	16	140	11
Extreme Heat	16	18	18	15	14	14	15	14	14	138	11
Extreme Cold	22	23	17	15	16	14	14	14	15	150	12
Fog	28	28	22	15	15	16	17	15	15	171	13
Coastal Hazards	22	23	21	16	16	17	16	15	15	161	12
Landslide	15	15	15	16	15	16	16	15	15	138	11
Subsidence	14	14	14	14	14	14	14	14	14	126	11
Hazardous Materials	20	23	22	14	19	17	19	15	18	167	13
Water Supply Contamination	17	17	17	13	15	14	20	17	18	148	11
Communicable Diseases	19	20	19	14	18	21	21	14	16	162	12
Violence	17	17	15	13	14	13	15	14	14	132	10
Cybersecurity*	9	10	5	5	8	7	5	7	12	68	14

*Cybersecurity was rated following all other natural and man-made hazards. While 13 steering committee members rated most hazards, only five steering committee members rated the cybersecurity hazard.

Source: Sheboygan County Hazard Mitigation Plan Update Steering Committee, 2019; and Bay-Lake Regional Planning Commission, 2019.

APPENDIX F – COMMUNITY RESOLUTIONS OF ADOPTION

The following are copies of resolutions of adoption by participating incorporated jurisdictions within Sheboygan County.

Community Resolutions of Adoption (Reserved)

BAY-LAKE REGIONAL PLANNING COMMISSION

Commission Members

BROWN COUNTY
Vacant

DOOR COUNTY
Ken Fisher

FLORENCE COUNTY
Edwin Kelley
Larry Neuens
Rich Wolosyn

KEWAUNEE COUNTY
Tom Romdenne
Mary Ellen Dobbins
Vacant

MANITOWOC COUNTY
Dan Koski, Secretary/Treasurer
James Falkowski
Marc Holsen

MARINETTE COUNTY
Ann Hartnell
Michael Kunesh
Thomas Mandli

OCONTO COUNTY
Terry Brazeau, Vice-Chairperson
Karl Ballestad
Dennis Kroll

SHEBOYGAN COUNTY
Mike Hotz, Chairperson
Ed Procek
Brian Yerges

Staff

CINDY J. WOJTCZAK
Executive Director
cwojtczak@baylakerpc.org

BRANDON G. ROBINSON
Principal Planner
brobinson@baylakerpc.org

JEFFREY AGEE-AGUAYO
Transportation Planner
jagee@baylakerpc.org

NICOLE BARBIAUX
GIS Specialist
nbarbiaux@baylakerpc.org

HARRY GRAHAM
Community Assistance Planner
hgraham@baylakerpc.org

EMILY J. PIERQUET
Administrative Assistant
letsplan@baylakerpc.org

MADISON A. SMITH
Environmental Planner
msmith@baylakerpc.org

SYDNEY SWAN
Economic Development Planner
sswan@baylakerpc.org

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. December 7, 2020.

Your Committee to whom was referred Res. No. 123-20-21 by Alderpersons Dekker and Sorenson authorizing the Mayor to sign the Reinstatement and Second Amendment to Purchase and Sale Agreement, extending several dates in the previous Agreement authorized pursuant to Res. No. 12-19-20, for the purchase of land from the Union Pacific Railroad Company; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.6

Res. No. 123 - 20 - 21. By Alderpersons Dekker and Sorenson.
November 16, 2020.

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

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

Dean Dekker

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

**REINSTATEMENT AND SECOND AMENDMENT
TO PURCHASE AND SALE AGREEMENT**

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

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

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

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

Section 3. Survey. The Survey, as defined in Section 4.C of the Agreement, is hereby extended to February 10, 2021.

Section 4. Feasibility Review Period. The Feasibility Review Period, as defined in Section 4.D of the Agreement, is hereby extended to February 10, 2021.

Section 5. Closing Date. The Closing Date, as defined in Section 5 of the Agreement, is hereby amended to be on or before March 10, 2021.

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

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

(Signature page to follow)

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

SELLER: **UNION PACIFIC RAILROAD COMPANY,**
a Delaware corporation

By: _____
Name: _____
Title: _____

BUYER: **CITY OF SHEBOYGAN,**
a municipal corporation of the State of Wisconsin

By: _____
Name: _____
Title: _____

**REINSTATEMENT AND SECOND AMENDMENT
TO PURCHASE AND SALE AGREEMENT**

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

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

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

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Section 3. Survey. The Survey, as defined in Section 4.C of the Agreement, is hereby extended to February 10, 2021.

Section 4. Feasibility Review Period. The Feasibility Review Period, as defined in Section 4.D of the Agreement, is hereby extended to February 10, 2021.

Section 5. Closing Date. The Closing Date, as defined in Section 5 of the Agreement, is hereby amended to be on or before March 10, 2021.

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


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

(Signature page to follow)

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

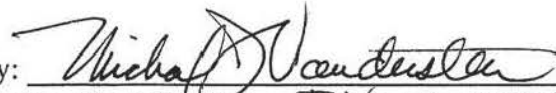
SELLER:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: 
Name: Jason Sokolewicz
Title: Director - Real Estate

BUYER:

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

By: 
Name: MICHAEL J. VANDERSTEEN
Title: MAYOR

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. December 7, 2020.

Your Committee to whom was referred the following:

1. Res. No. 125-20-21 by Alderperson Dekker adopting a Master Plan for Jaycee Park;
2. DIRECT REFERRAL R. O. No. 107-20-21 by Director of Public Works submitting a recommendation from the Board of Marina, Parks and Forestry Commissioners to adopt the Master Plan for Jaycee Park;

recommends filing the Report of Officer and adopting the Resolution.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.8

Res. No. 125 - 20 - 21. By Alderperson Dekker. November 16, 2020.

A RESOLUTION adopting a Master Plan for Jaycee Park.

WHEREAS, City Staff has worked with Graef-USA Inc. ("Graef") to prepare a master plan for Jaycee Park in order to guide the City with future development of Jaycee Park; and

WHEREAS, as part of the master plan development process, several meetings took place with relevant stakeholders, including interested members of the general public; and

WHEREAS, as a result of all of the feedback from relevant stakeholders, as well as the history of the park, the attached Master Plan was prepared.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council adopts the attached Master Plan as the Jaycee Park Master Plan to guide the City with future development of Jaycee Park.

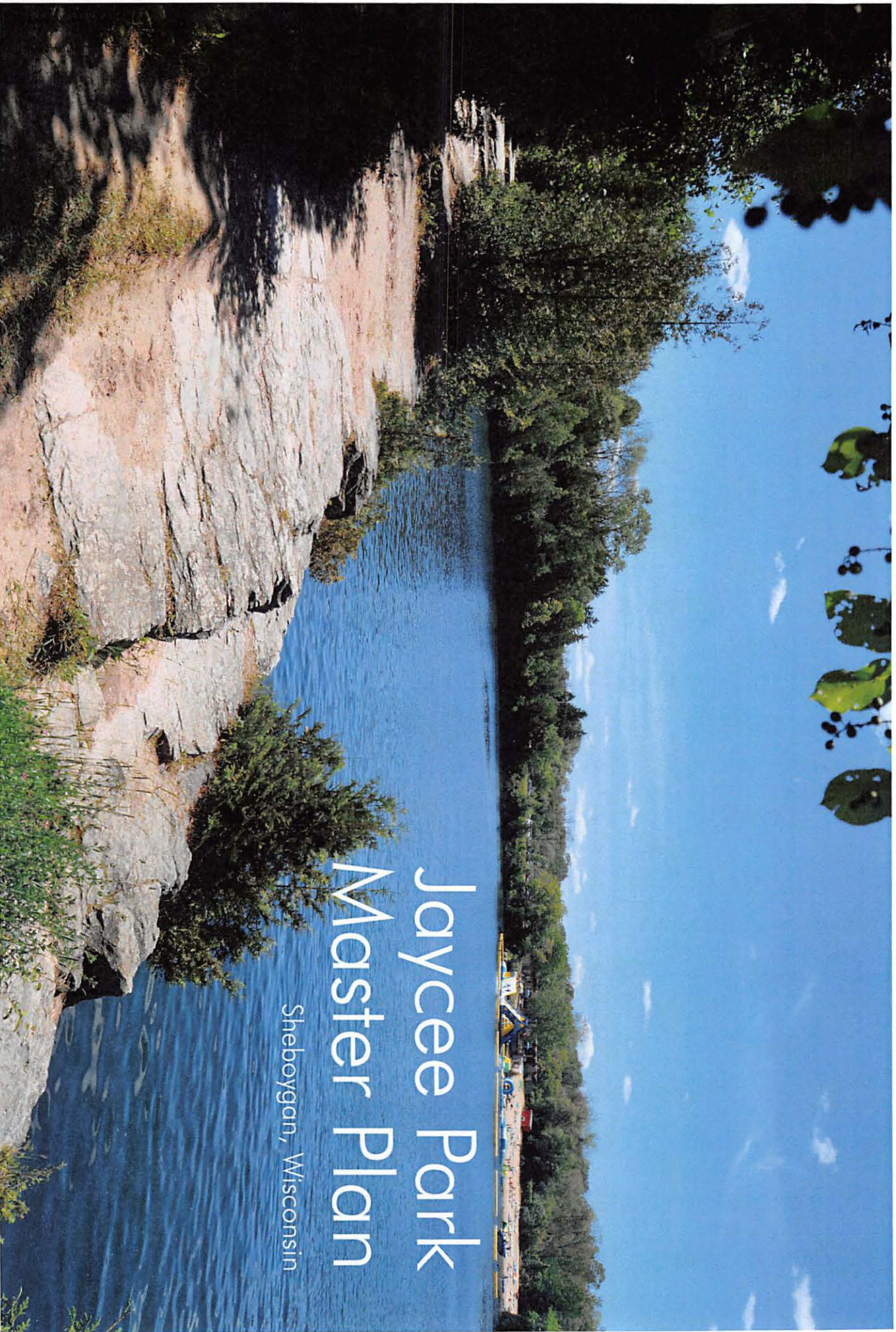
Dean Dekker

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

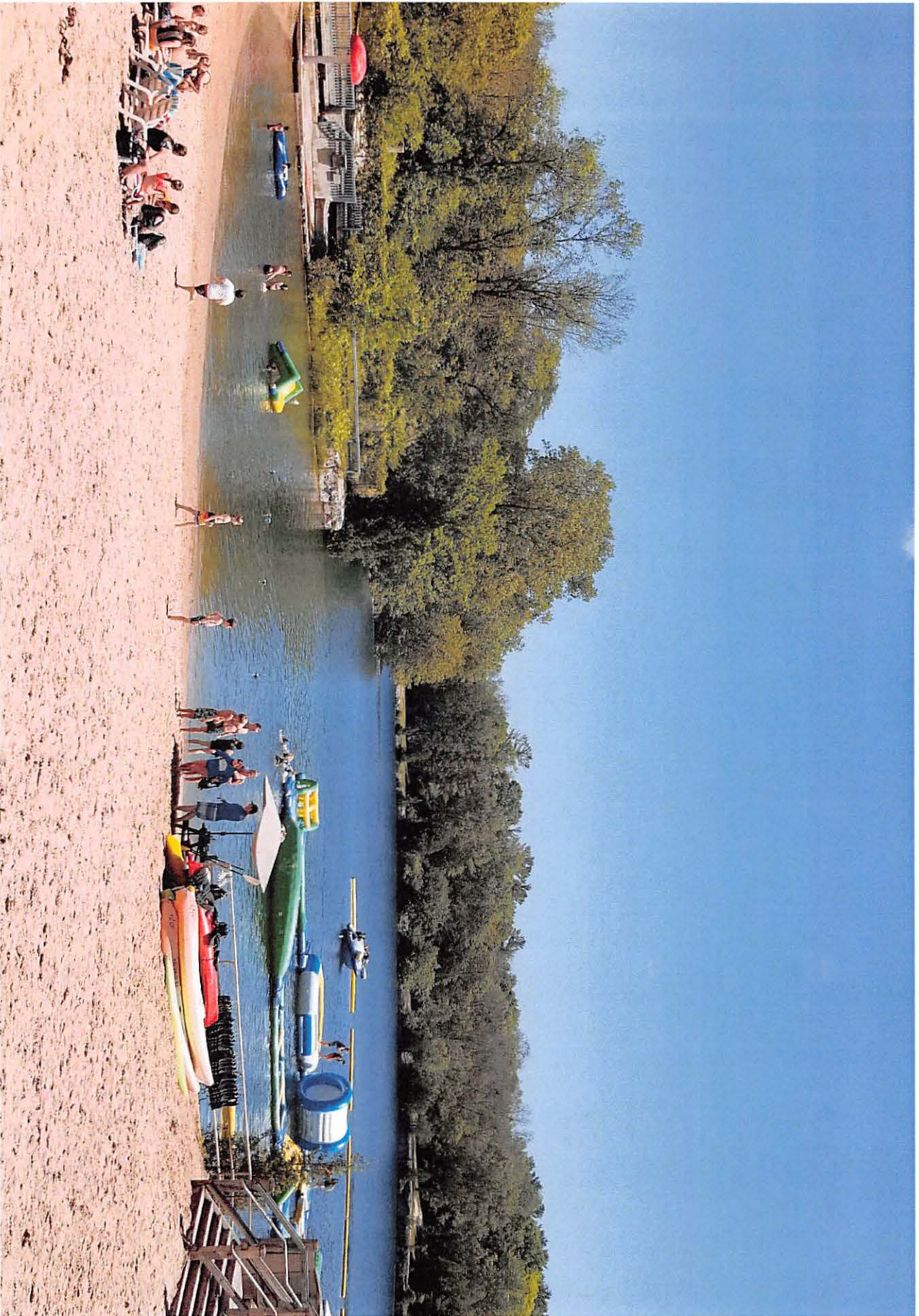


Jaycee Park Master Plan

Sheboygan, Wisconsin

DRAFT EXECUTIVE SUMMARY DOCUMENT
NOVEMBER 11, 2020





▶ Photo source: GRAEF (above and cover)

Letter from the Superintendent

The Jaycee Park Master Plan has been prepared to provide the City of Sheboygan a valuable aid in continuing efforts to meet recreation needs for the community. Jaycee Park has been a significant part of the City's Parks and Recreation since it was first purchased by the City in 1943. Since then the park has gone through many changes and has been used by the community in different ways. City Public Works Staff along with the Board of Marina, Parks and Forestry, realize that the park has a great potential for many uses and partnerships and that a roadmap was needed to guide the City in the future development of the park.

To achieve the goals of this plan the following items were completed:

- Sought external consultant
- Established a city working committee
- Developed a transparent process
- Assessed past and current park use
- Identified future needs and improvements
- Facilitated community engagement
- Defined capital improvement budgets
- Identified potential phasing implementation Strategies.

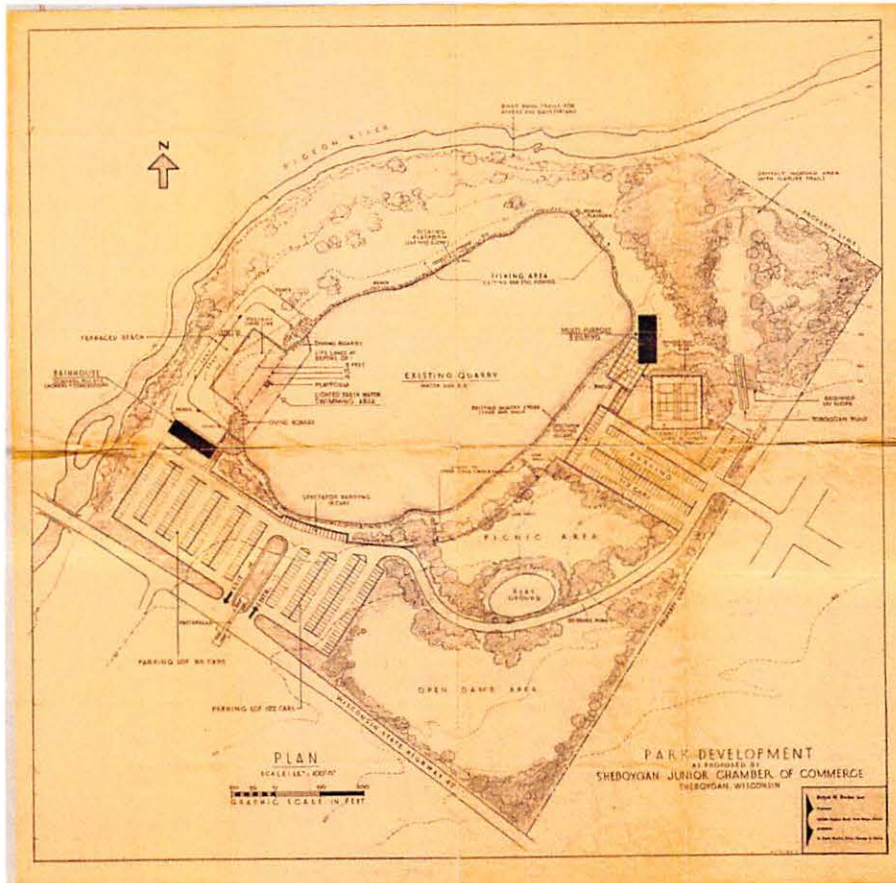
The new Master Plan will create a strategic blueprint that provides specific, tactical recommendations to lead a full realization of this marvelous resource.

Joe Kerlin

Superintendent of Parks and Forestry

Park Origins

A History Rich with Ambition



▲ 1963 plan for Jaycee Park by Ralph H. Burke, Inc.

The land that is now Jaycee Park was purchased by The City of Sheboygan in **1943** from the former Roth Building and Supply Co. which had operated the quarry in conjunction with a lime kiln. The City used the land as a fill site until **1963**, when the design firm Ralph H. Burke, Inc. was engaged by the Jaycees to develop the 37-acre site as a Recreation Park at a cost of approximately \$560,000.

Endorsed by Sheboygan Common Council, the new park was intended to fulfill the need for a swimming area, create additional park space to compliment Evergreen Park and to provide winter recreation facilities for the Community. The proposed development garnered community-wide interest and additional support from the Farmers' and Sportsmen's Conservation Club, the Knights of Columbus and the Skihasen Ski Club. The proposed plan included a controlled swimming area with a beach, bathhouse, water slide, and diving boards; fishing platforms; picnic areas; nature trails; exercise stations; a beginner ski slope and toboggan runs; tennis courts to be used in winter for ice skating; a playground; an open game area; and a multi-purpose building with 150-person capacity and parking for 300 cars. Construction of the swimming area was scheduled to be complete for the **1965** season.

An ambitious **1982** plan by the firm Leisure Concepts and Design proposed a \$2.6M aquatic center with wave-action swimming pool, boating and three-hundred-foot water slides with anticipated attendance of 45,000-69,000 people annually. The plan anticipated that revenue generation would more than pay for the cost of the improvements. While City of Sheboygan's Common Council's Public Works Committee and Board of Park and Forestry

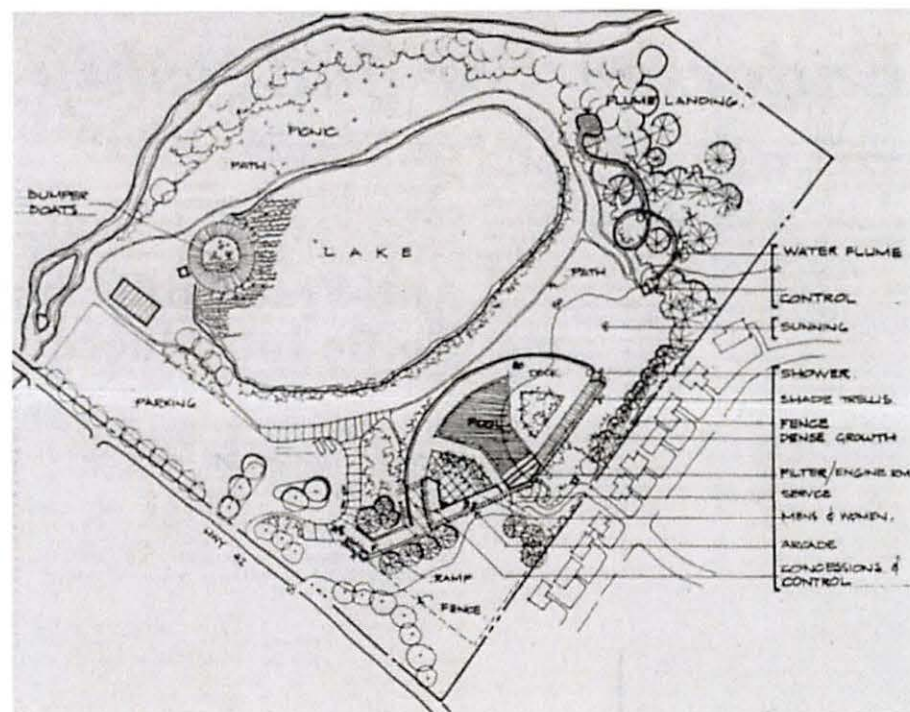
Commissioners initially voted to move forward with the proposal, Sheboygan’s Capital Improvements Commission ultimately delayed implementation indefinitely over funding concerns.

In **1988**, Jaycee Quarryview Center was built as a renovation to the original 1960s bathhouse. The Jaycees donated \$52,000 toward the updated structure, which to this day provides a year-round recreation facility for the park and includes a 100-person occupancy hall, concessions, bathhouse and lifeguard room. The building was gifted to the City of Sheboygan from the Jaycees in **1989**. In **1992**, an 18-hole disc golf course designed by John Adler was built in Jaycee Park, featuring both open and wooded conditions within variable terrain and views of Quarry Lake. The course has proven to be quite popular and has since expanded to twenty-holes. In **2013**, operation of Quarry Beach and recreational activities was turned over from the City of Sheboygan to Empire Recreation Management, LLC.

In **2017**, EOS (ee-os) Surf Shop, in partnership with the City of Sheboygan, became owner and operator of Quarry Beach Adventure Park and Water Sports, which has provided a safe way for families to enjoy the lake within a controlled environment. In addition to the water park, EOS provides canoe, kayak, Stand-Up-Paddle (SUP) board rentals for use on the lake.

In January of **2020**, the City of Sheboygan Department of Public Works hired GRAEF to draft an updated Master Plan for the park based upon both current and future needs of the Community. The Master Plan provides specific, tactical recommendations that enable full realization of the park’s potential as both a local

and regional recreational destination. The plan is intended to be a working document that provides phased implementation of proposed improvements in response to both current and prospective needs, while providing enough flexibility to accommodate unanticipated needs as they arise in the future.



▲ 1982 plan for Jaycee Park by Ralph H. Burke, Inc.

Methodology

Inventory, Analysis, Engagement, & Design

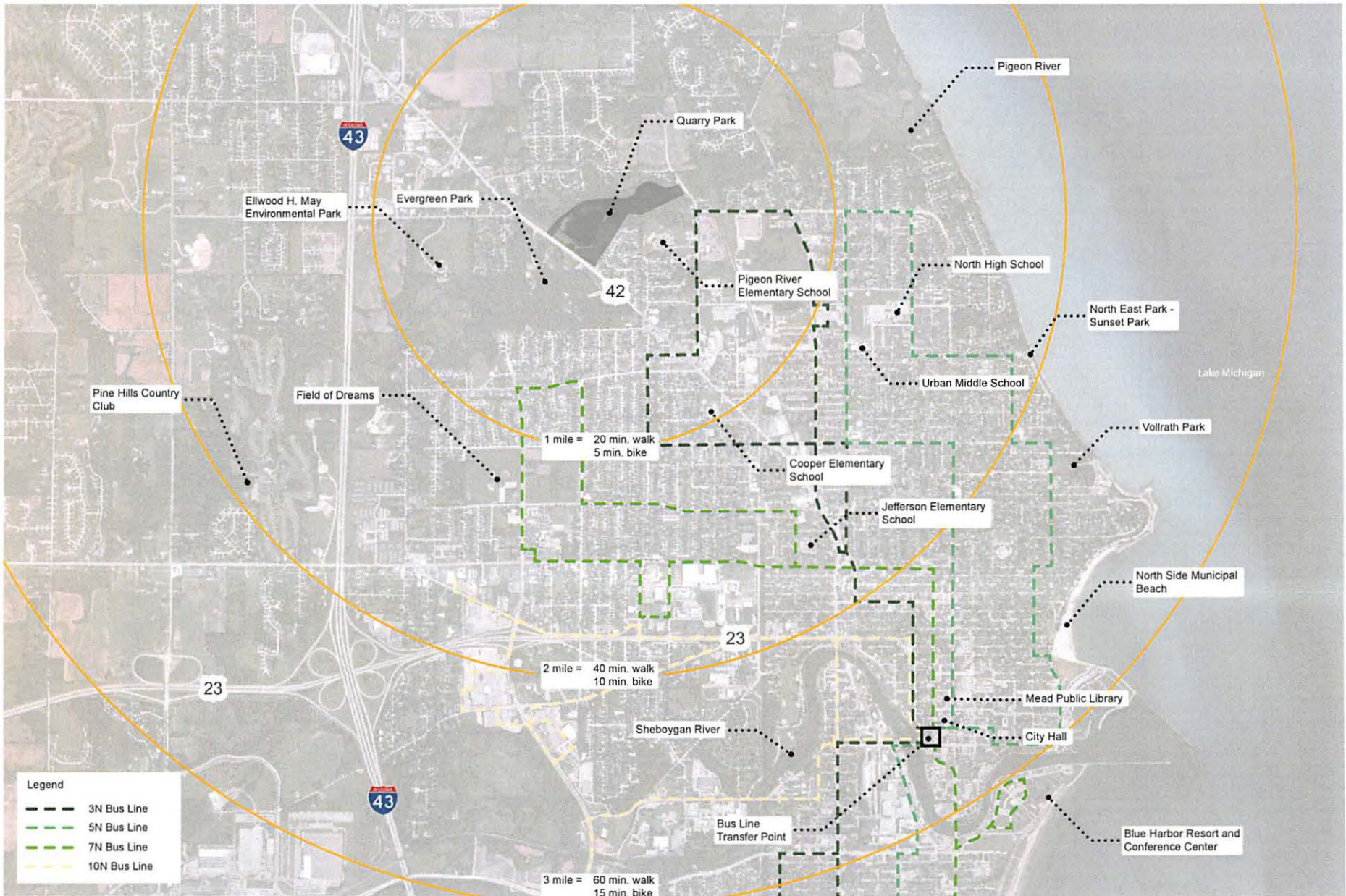
The design process included a comprehensive inventory and analysis of existing conditions, engagement with a City appointed Steering Committee, a Stakeholder Group representing a wide range of park users and the general public to garner input and generate enthusiasm for improvements proposed in three different options for the park. The input received ultimately resulted in the generation of a single consensus plan representing the most highly valued aspects of each of the three alternatives. The final plan not only reflects the needs and desires of the City of Sheboygan's Department of Public Works, but the Community as a whole.

GRAEF, with assistance from City of Sheboygan's Department of Public Works (DPW), gathered and reviewed current and historic data associated with the park including the site's physical character, park uses and users, geographic and programming relationships with other public destinations within the area, funding opportunities and operational partnerships.

Site Context

Jaycee Park is prominently located at the northwestern entrance into the City of Sheboygan at 3401 Calumet Drive, across from Evergreen park and along the Pigeon River. With the Pigeon River forming its northern edge, a centralized lake with surrounding limestone bluffs, and expansive woodland and wetland areas, the park is one of the most geographically diverse public open spaces within the City and surrounding area.

The Pigeon River is a tributary of Lake Michigan and serves as an important ecological and recreational corridor. The river serves as an anadromous migration route and spawning grounds for Steelhead Trout from Lake Michigan during periods of higher water levels and therefore plays an important role in the enveloping riparian ecosystem while providing a unique regional fishing attraction. Canoeing and kayaking are also popular recreational activities when water levels allow but occasionally require portaging less navigable sections of the river. Both sides of the river are within Jaycee Park at the park's SW corner but access is limited along the river's north side due to steep topography along Calumet Drive. The

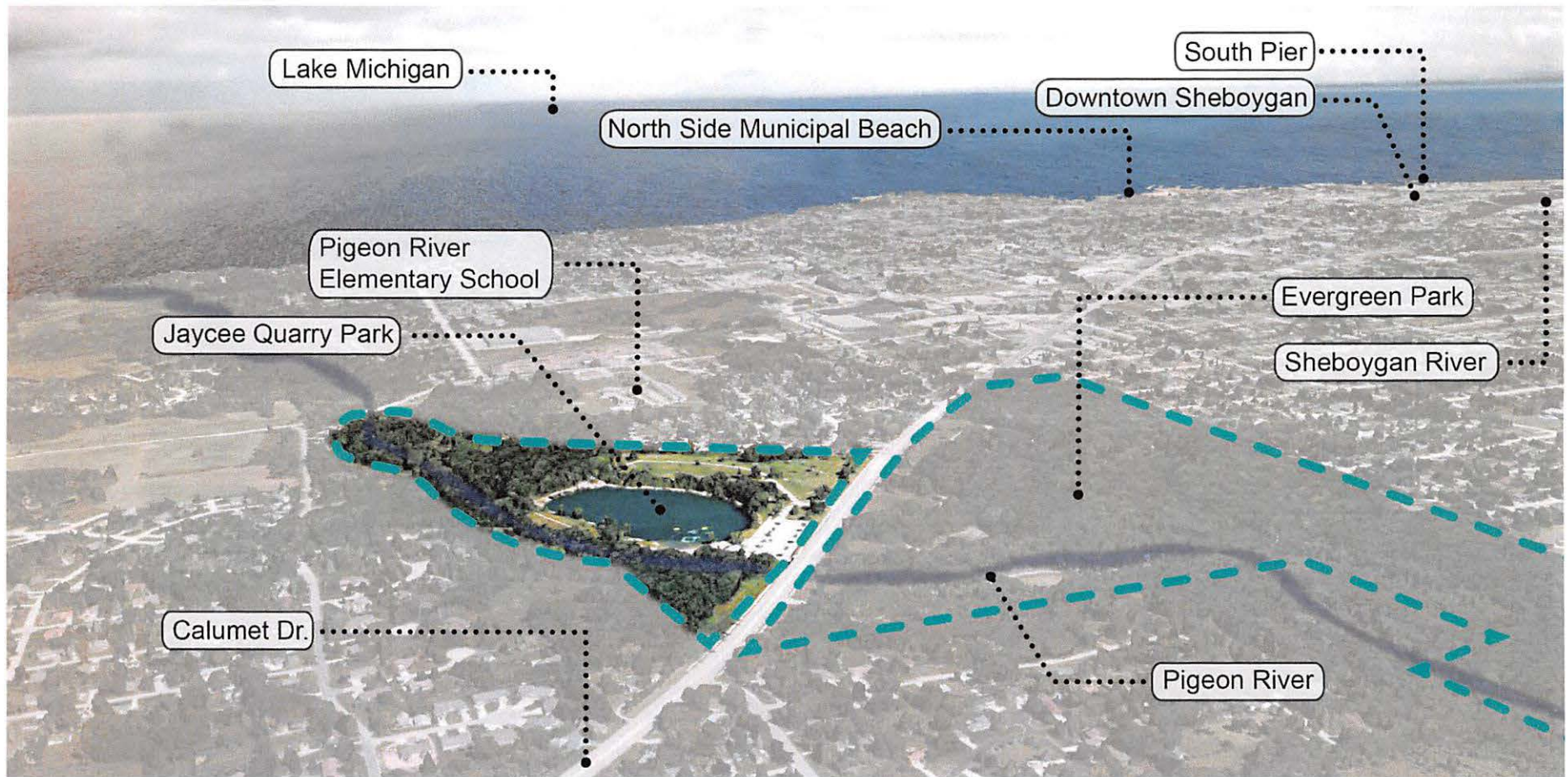


REGIONAL CONTEXT

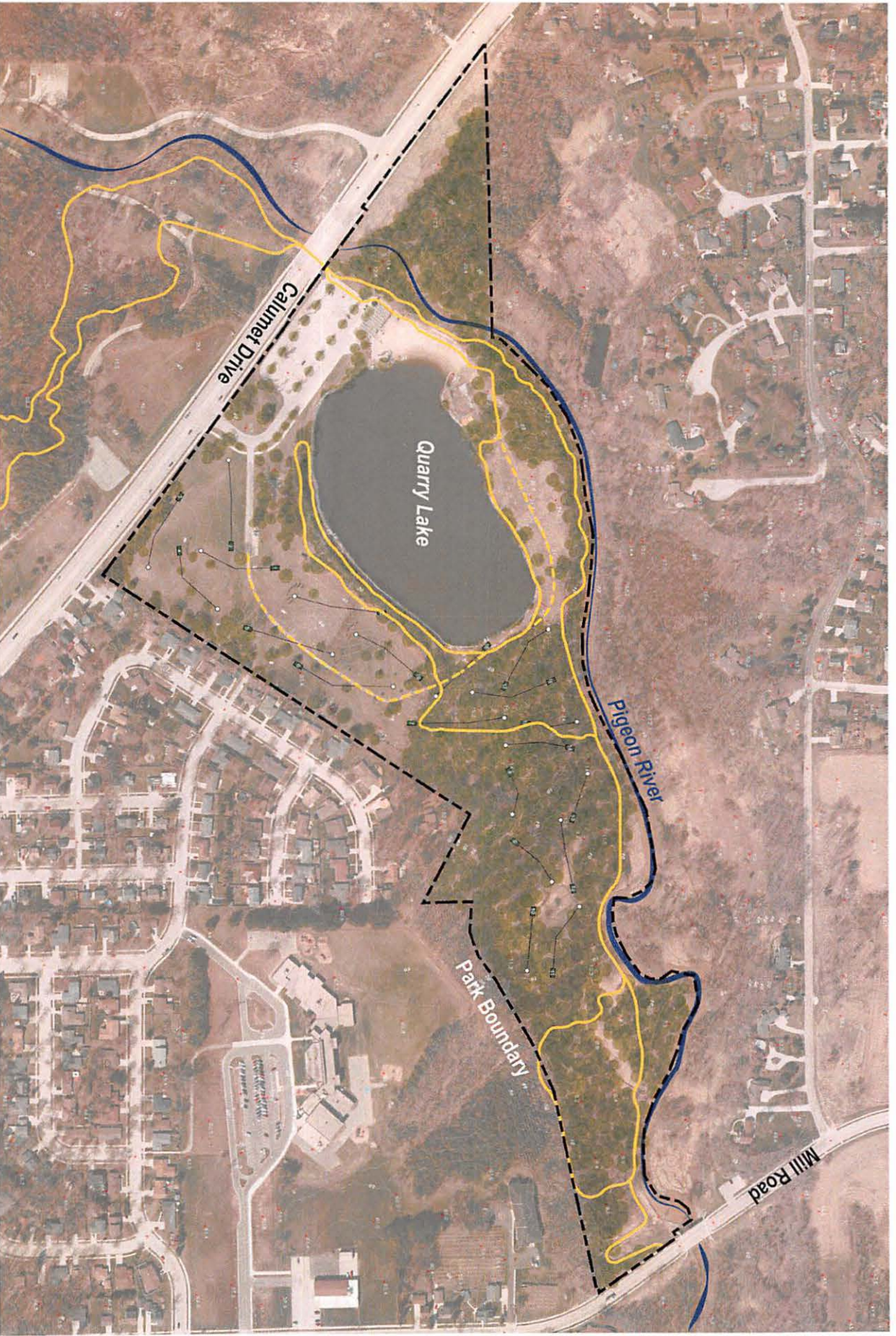
river continues to form the northern edge of the park as it flows east toward Lake Michigan. Not only does the river serve a multitude of both active and passive recreational activities within a unique riparian habitat, it also serves as a geographical conduit providing uninterrupted connectivity between many other public open space destinations, including Maywood Environmental Park, Evergreen Park and Pigeon River Parkway, which in turn provide access to

surrounding neighborhoods, business and civic destinations.

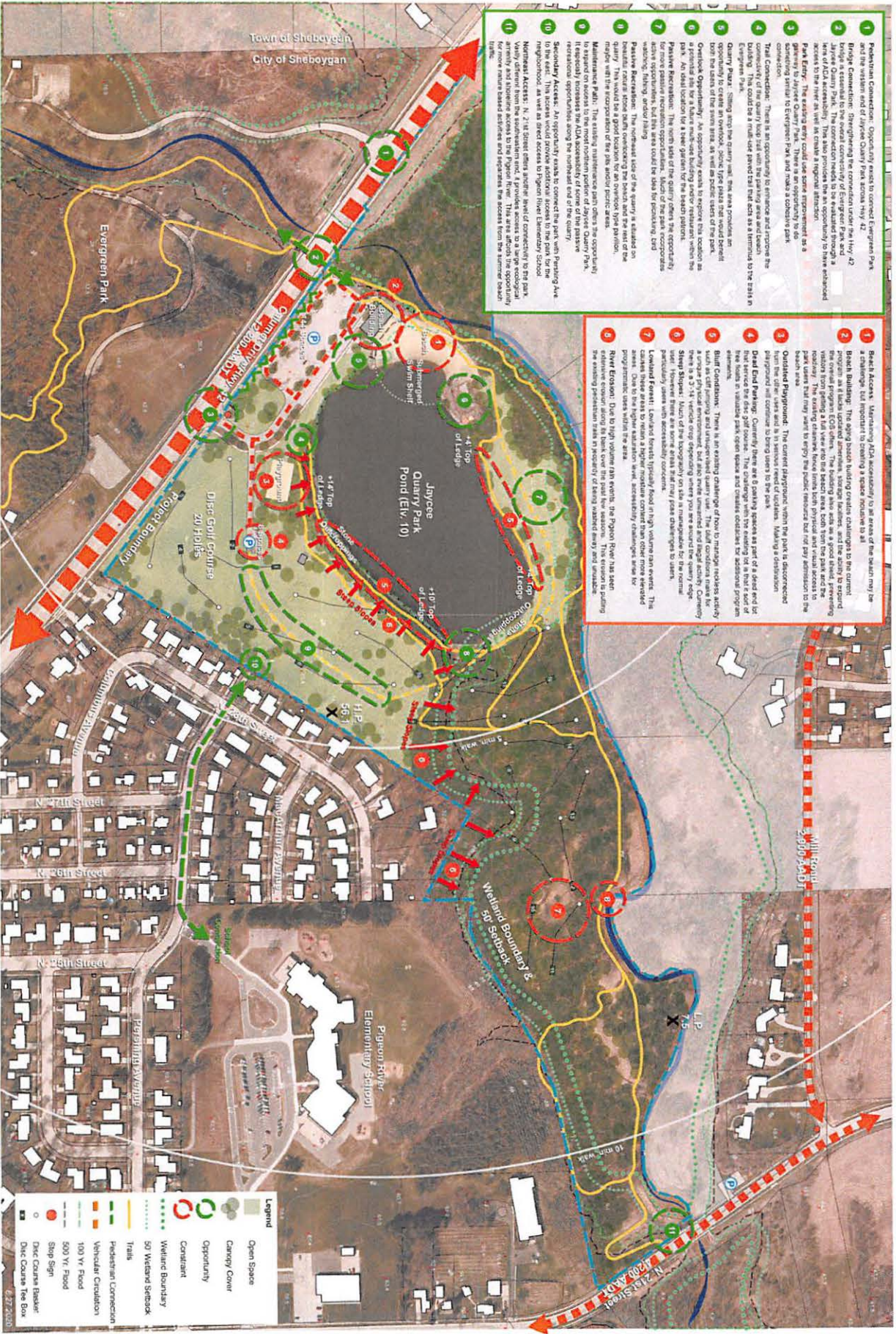
While the park is within walking distance of many public destinations and surrounding neighborhoods, it is also less than a twenty minute bike ride to Vollrath park along the Lake Michigan shoreline via Eisner Avenue, 8th Street and North Avenue.



SURROUNDING AREA & CITY OF SHEBOYGAN LANDMARKS



EXISTING CONDITIONS



- 1 Pedestrian Connection:** Opportunity exists to connect Evergreen Park and the western end of Jaycee Quarry Park across Hwy 42.
- 2 Bridge Connection:** Overlapping the connection between Hwy 42 and Jaycee Quarry Park. The connection needs to be evaluated through a study of ADA accessibility. This also provides the an opportunity to have enhanced access to the river as well as other regional amenities.
- 3 Park Entry:** Jaycee Quarry Park has an opportunity to add an existing trail to Evergreen Park and make a cohesive path connection.
- 4 Trail Connection:** There is an opportunity to enhance and improve the building. This could be a multi-use paved trail that acts as a terminal to the trails in Evergreen Park.
- 5 Quarry Park:** Sliding into the quarry park, this area provides an opportunity to create an overlook, overlook type park that would benefit the park. This area also has a view point across the park.
- 6 Open Space:** This area provides an opportunity to create an overlook, overlook type park that would benefit the park. This area also has a view point across the park.
- 7 Passive Recreation:** The north side of the quarry offers the opportunity for more passive recreation opportunities. Much of the park incorporates walking, fishing, and/or fishing.
- 8 Passive Recreation:** The northeast side of the quarry is situated on a natural nature stone which connects the beach and the east of the quarry. This would be a good location for an overlook type pavilion. This would be a good location for an overlook type pavilion.
- 9 Mainland Forest:** The mainland forest and offers an opportunity to enhance the ADA accessibility of some of the passive recreation opportunities along the northeast end of the quarry.
- 10 Secondary Access:** An opportunity exists to connect the park with Peary Ave to the east. This access would provide additional access to the park for the Mainland Forest.
- 11 Regional Access:** The 21st Street offers an opportunity to enhance the park, which is different from the substation and provides access to a large ecological area and shoreline access to the Pigeon River. This area offers the opportunity for more nature based activities and explores the access from the summer beach.

- 1 Beach Access:** Maximizing ADA accessibility to areas of the beach may be a challenge but important to creating a space inclusive to all.
- 2 Beach Building:** The spring beach building creates challenges to the current overall program EODs others. The building also acts as a good level of providing visitors from getting a full view into the beach area, both from the park and the river. The existing structure flows into both physical and visual access to the beach area. This may be an opportunity to explore the removal of the pay admission to the beach area.
- 3 Outdated Playground:** The current playground within the park is disconnected from the other users and in various need of updates. Making a destination playground will continue to bring users to the park.
- 4 Dead End Parking:** Currently there are 6 parking spaces as part of a dead end for the service to the park house. This challenge exists the existing as a part of a structure. A potential park of the space could be considered as a destination playground.
- 5 Buffer Conditions:** There is an existing challenge of how to manage includes activity such as cliff jumping and unimproved quarry use. The visit conditions make for a 2-3 hr visit of the quarry and the area. The visit conditions make for a 2-3 hr visit of the quarry and the area.
- 6 Sheep Slough:** Much of the slough is in a management for the normal user. However there are some areas that may pose challenges to users, particularly users with accessibility concerns.
- 7 Localized Forest:** Localized forest typically found in high volume rain events. This area. Due to the higher elevation level accessibility challenges arise for programmatic users within the area.
- 8 River Erosion:** Due to high volume rain events, the Pigeon River has seen relative erosion along its bank over the past few seasons. This erosion is putting the existing pedestrian trails in jeopardy of being washed away and eroded.

Legend

- Open Space
- Canopy Cover
- Opportunity
- Constant
- Wetland Boundary
- 50' Wetland Setback
- Trails
- Pedestrian Connection
- Vehicular Connection
- 100 Yr Flood
- 500 Yr Flood
- Stop Sign
- Disc Course Breaker
- Disc Course the Box

4/27/2020

OPPORTUNITIES & CHALLENGES

Inventory & Analysis

GRAEF, along with City of Sheboygan’s DPW staff, conducted a site walk-through to better understand how the site is currently being used and potential uses that have yet to be realized. A photographic inventory was performed to supplement the existing data provided by City of Sheboygan’s DPW. All of this information was synthesized into a single composite plan that GRAEF analyzed to identify opportunities and challenges associated with the site’s existing conditions. The following pages contain a summary of these observations.



Pedestrian and Bicycle Connectivity: An underpass condition below Calumet Drive/Hwy 42 along the Pigeon River provides safe passage between Evergreen Park and Jaycee Park for pedestrians and cyclists. A dead-end condition at the terminus of Pershing Avenue provides an opportunity for a secondary entrance from the neighborhood immediately east of the park for those on foot.



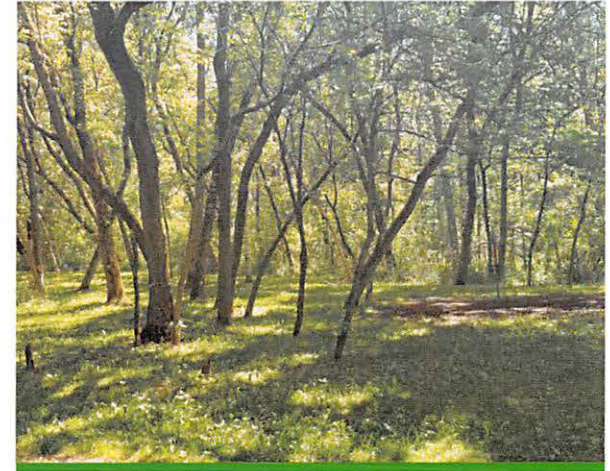
Park Entry Experience: The existing park entrance is understated due to obscured views of the Pigeon River, Quarry Lake, beach and unique limestone bluffs. Selective clearing of existing vegetation would provide framed views of the park, thereby elevating the entry experience and visitors’ first impressions of this regional destination. Moreover, Jaycee Park, flanked by Evergreen Park, serves as the Northwestern gateway into the City of Sheboygan from Highway 42 which makes visibility of this amenity even more important. Enhanced entry signage at the southwestern entrance along Calumet Drive/Hwy 42 and at the northeastern entrance along Mill Road would help reinforce the Park’s identity and improve way-finding around the Park’s perimeter.



Trail Enhancements: There is an opportunity to improve the quality, hierarchy and connectivity of trails within the Park. A wide, paved, multi-use loop trail around Quarry Lake would provide a unique experience within the park unlike anything else in the City. This loop trail would also provide better service access around the park for maintenance vehicles. The underpass below Calumet drive provides a safe and uninterrupted connection between Jaycee Park and Evergreen Park, but enhancements to the trail on either side of the road are necessary to fully capitalize on the synergy between activities shared between these two parks. People accustomed to biking in Evergreen Park because of the quality of its trails could extend their excursion to include a loop around Quarry Lake.



Perched Views: The bluffs created as a result of former mining operations provide opportunities to capitalize on panoramic views of the lake and surrounding park in the form of new park structures, overlooks, picnic areas, council rings and camp sites.



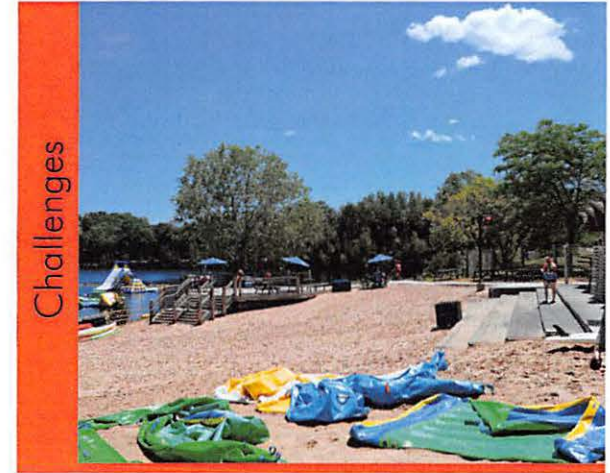
Passive Recreation: With extensive woodland, wetland and access to the Pigeon River, the northeast side of the park offers an opportunity for more passive recreation opportunities within a natural setting including picnicking, bird watching, fishing, hiking and geo-caching. With such a diverse range of possible experiences, Jaycee Park provides an opportunity to enjoy outdoor recreation in myriad ways.



Quarry Lake: The lake is a result of excavated limestone associated with former quarry operations. Naturally-filtered groundwater continues to feed the Lake, resulting in consistently fair to good water conditions.

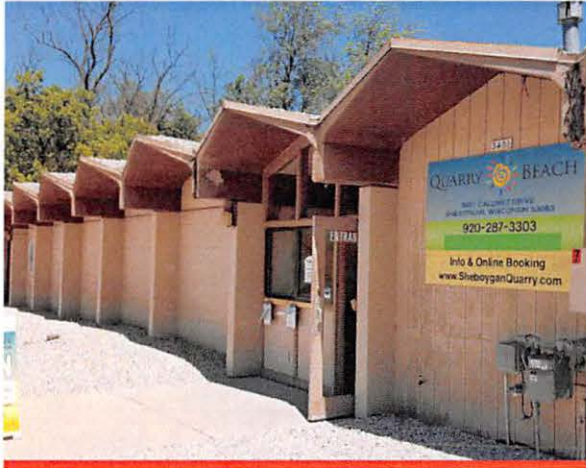


20 hole frisbee golf course: The course is one of two in City of Sheboygan and presents a regional attraction for the park. With 20 holes, there is flexibility to potentially repurpose two of the holes for another desired use.



Challenges

Beach Access: Providing ADA accessibility to all areas of the beach may be a challenge, but it is important to creating a space inclusive to all.



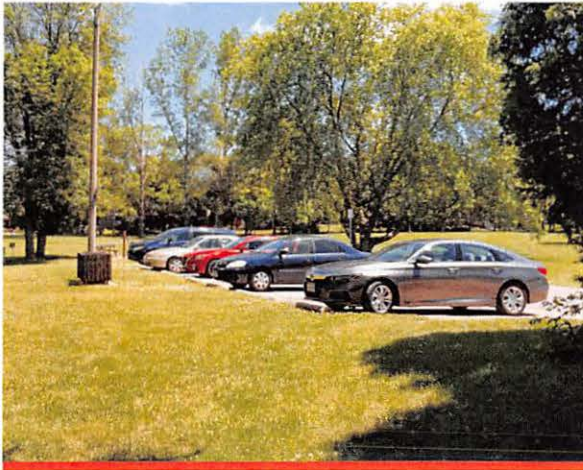
Jaycee Quarryview Center (beach house): The aging building creates challenges to the current water park uses as it lacks updated amenities, storage facilities, and the ability to expand the overall program that the lessee EOS wants to offer. The main hall has an occupancy of 100 people but is underutilized. The concessions area has limited functionality and the bathrooms are undersized and in poor condition. The building also obscures views to the beach, both from the park and the road.



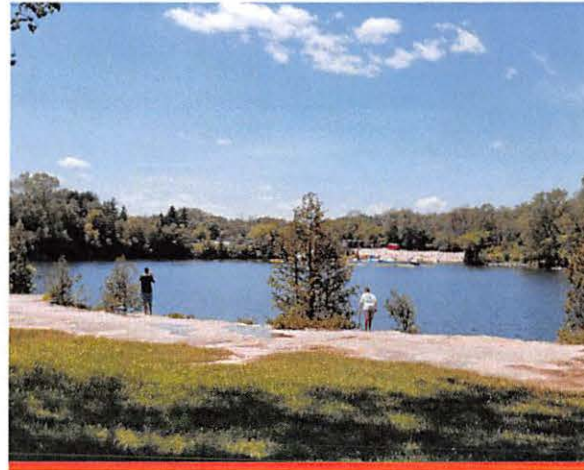
The existing chain link fence along the northwest side of the parking and connecting to Jaycee Quarryview Center limits both physical and visual access to park users that may want to enjoy the public resource without paying admission to the beach area.



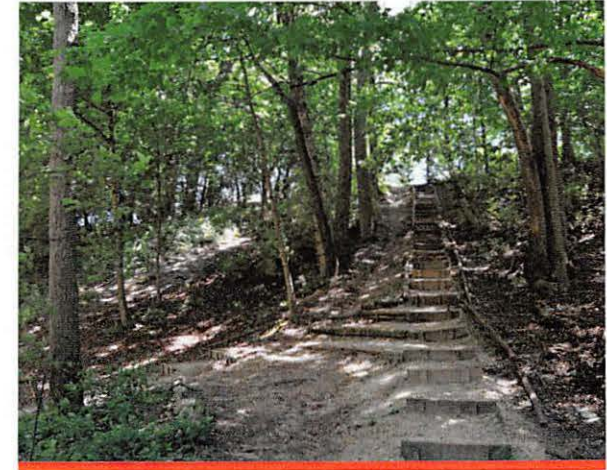
Outdated Playground: The current playground within the park is disconnected from the other uses and needs updating to improve functionality and safety. Making a destination playground will serve as another attraction to bring users to the park.



Dead End Parking: Currently there are 8 parking spaces as part of a dead end lot that only service the disc golf users and encroaches upon valuable open space that could otherwise be used for additional park programming.



Bluff Conditions: The bluffs that were created as a result of former quarry operations contribute to a unique physical environment but significantly limit physical access to the lake. The bluffs surround approximately 80% of the lake with a vertical drop ranging between 3' and 12'. The vertical edge condition poses a risk to park users and raises liability concerns associated with unwanted and illegal activities such as cliff jumping. Due to the liability concerns, access to the lake during spring, summer and fall is only allowable through paid use of the water park and rental operations.



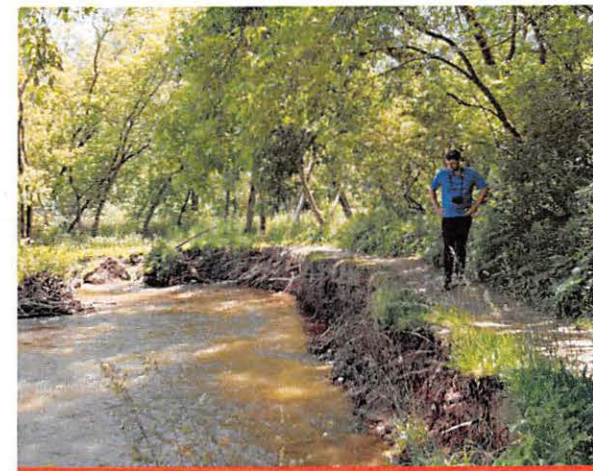
Steep Slopes: Much of the topography on site is manageable for the average user. However, there are some areas that present significant challenges to less physically able users. A concrete wall constructed to retain the steep slope between Calumet Drive and the park obscures views of the parking lot but also limits visibility of the park from the road.



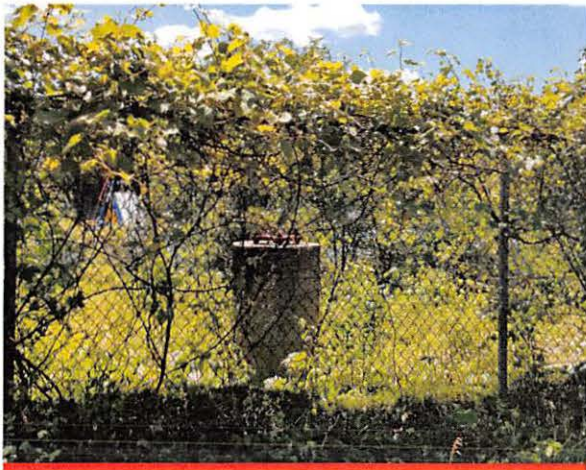
Pedestrian Underpass: The pathway below Calumet Drive allows safe passage between Evergreen Park and Jaycee Park but the slope of the path exceeds ADA requirements and is therefore not as usable as it could be.



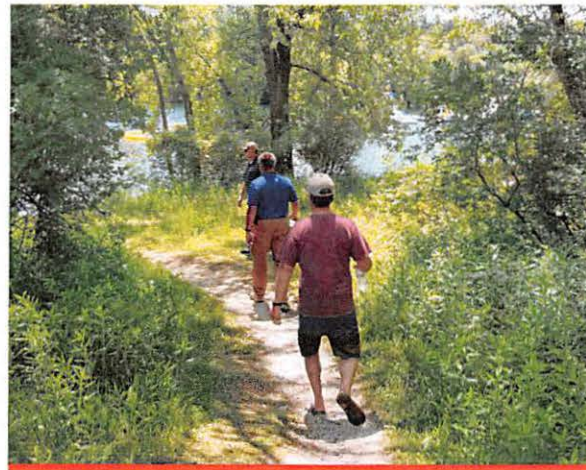
Lowland Forest and Wetland Area: Lowland forests typically flood in high volume rain events. This causes these areas to retain a higher moisture content than other more elevated areas. Due to the higher saturation level, accessibility challenges arise for programmatic uses within the area.



River Erosion: Due to high volume rain events, the Pigeon River has seen extensive erosion along its bank over the past few seasons. This erosion is putting the existing trails in jeopardy of being washed away and unusable.



Vegetation: While the ecology within the park is diverse, significant overgrowth obscures views to the lake and other park amenities which compromises visibility from Calumet Drive and safety associated with natural surveillance of those areas currently hidden.



Trails: The majority of existing trails within the park are narrow “single-track” dirt paths that are under-maintained and therefore underutilized, especially by less physically able people. Very little hierarchy is present within the trail system which makes prioritization of use and maintenance difficult to determine. Biking used to be a more popular activity within the park, but conflict between cyclists and pedestrians along the narrower trails has become an issue.

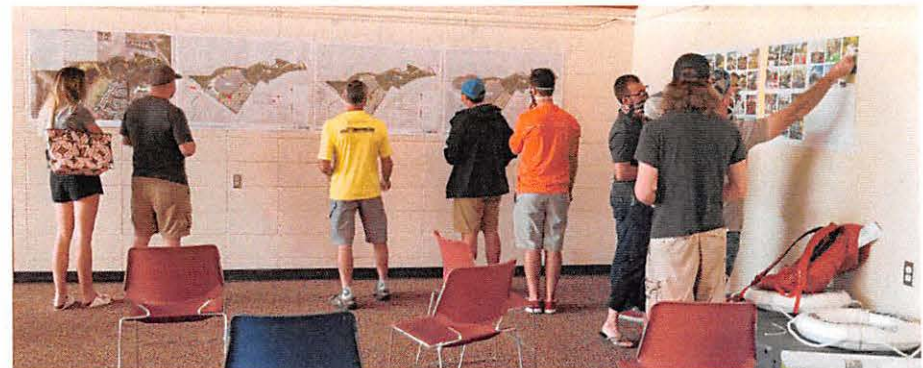
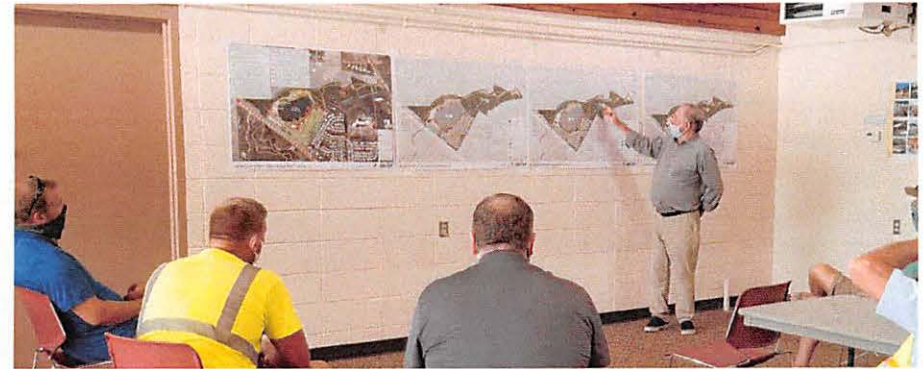


Eastern entrance: The entrance into Jaycee Park from Mill Road is safer with far less vehicular traffic than Calumet Drive, but is not clearly demarcated.

Community Engagement & Preliminary Design

GRAEF facilitated a series of community input sessions to garner feedback and generate enthusiasm for improvements proposed in three preliminary options for the park based upon observations made during the team's analysis of the site. The input sessions involved meetings with a City appointed Steering Committee, a Stakeholder Group representing frequent users of the park, and the general public. The options were diagrammatic and intended to generate thought on the location and scale of possible program elements and how those elements related to one another.

While in-person attendance at these engagement sessions was limited due to COVID-19 social distancing requirements, attendees were given an opportunity to provide input on their preferences and City of Sheboygan's DPW posted content shared during each meeting on their website to provide opportunity for additional feedback.



▲ Stakeholder and public input sessions took place in August 2020. Photo credit: GRAEF

Program Precedents



Program Precedents



Additional Suggestions

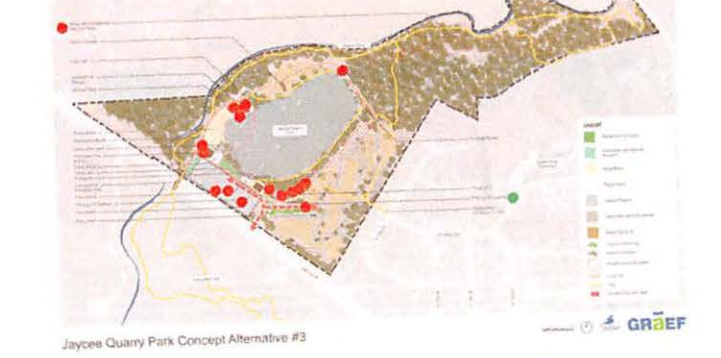
▲ Stakeholders placed dots on precedent images that they did or didn't like during the input sessions.



Jaycee Quarry Park Concept Alternative #1

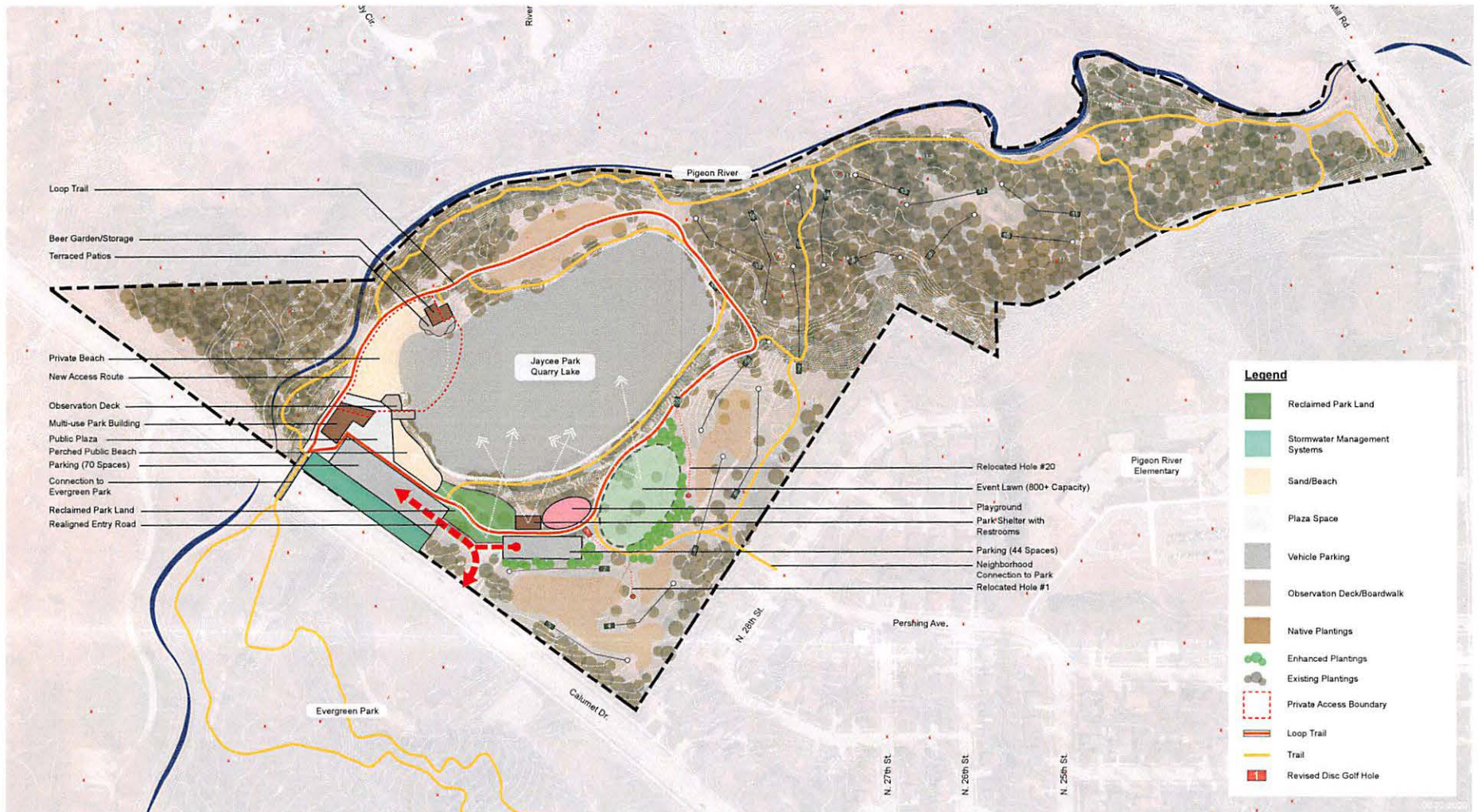


Jaycee Quarry Park Concept Alternative #2



Jaycee Quarry Park Concept Alternative #3

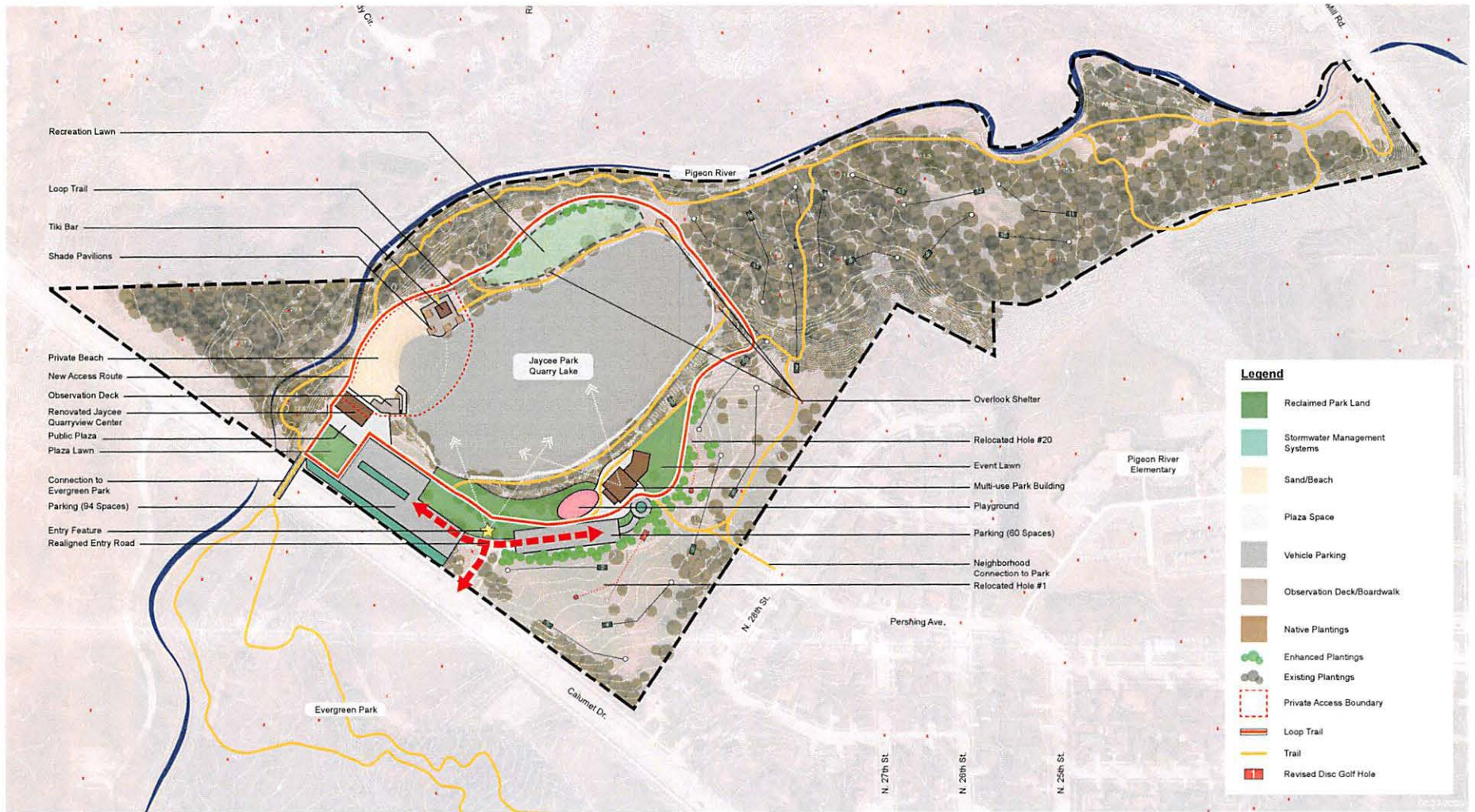
▲ Stakeholders and Steering Committee member gave feedback on preliminary park design concept alternatives



JAYCEE PARK CONCEPT ALTERNATIVE #1

- » New multi-use park building with plaza space to replace the outdated Jaycee Quarryview Center.
- » Expanded waterfront experience.
- » Perched Beach.
- » Paved multi-use lake loop trail.
- » New playground to replace old playground at SE corner of lake.

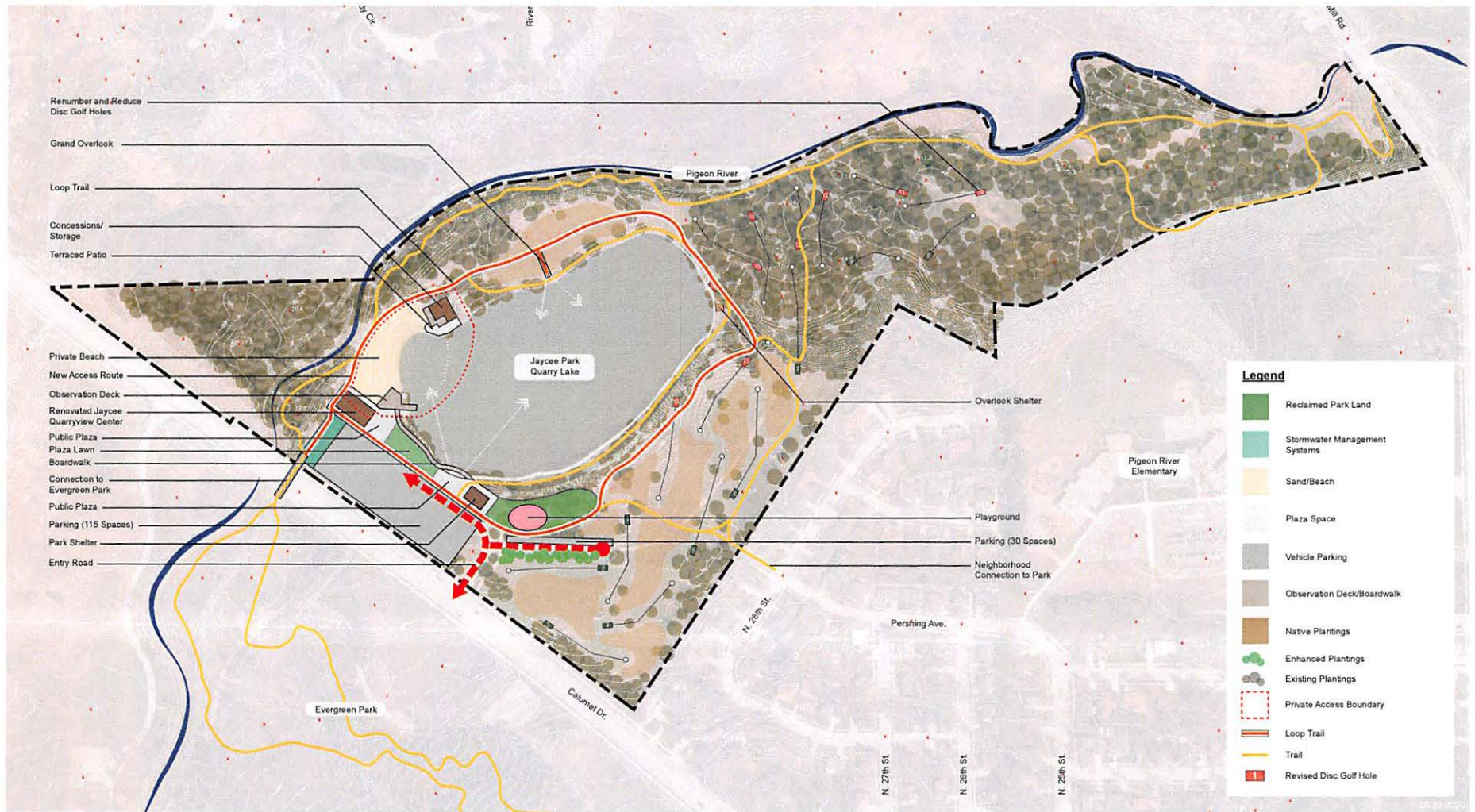
- » Large flexible lawn for recreation and events along east side of lake.
- » New open-air shelter with restrooms at SE corner of lake, near open lawn and playground.
- » Beer garden and storage area with terraced patios at north end of pay-to-access beach (in former water slide location).



JAYCEE PARK CONCEPT ALTERNATIVE #2

- » Renovated Quarryview Center for enhanced beach and water park experience.
- » New “lodge” building along SE side of lake with beer garden and flexible lawn for recreation and events.
- » New playground adjacent to lodge building
- » Tiki bar with shaded huts at north end of pay-to-access beach.

- » Paved multi-use lake loop trail.
- » Large flexible recreation and events lawn along NW side of lake.
- » Overlook shelters at west end, northwest corner and northeast corner of lake.



JAYCEE PARK CONCEPT ALTERNATIVE #3

- » Renovated Quarryview Center for enhanced beach and water park experience.
- » New park shelter at south end of lake.
- » Waterfront boardwalk along south shore of lake between renovated beach house and new park shelter.
- » New concessions area at north end of pay-to-access beach with terraced patio into water.

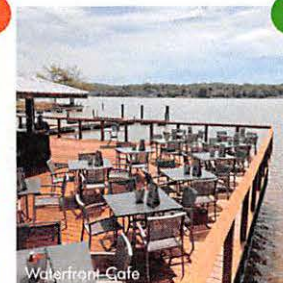
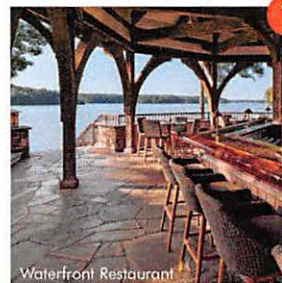
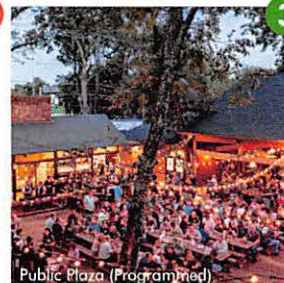
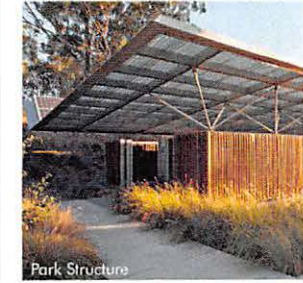
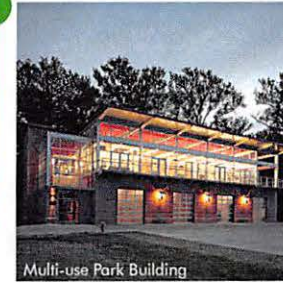
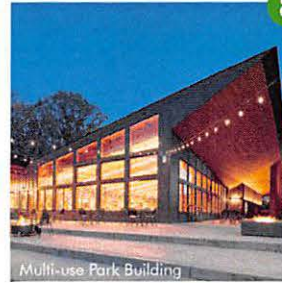
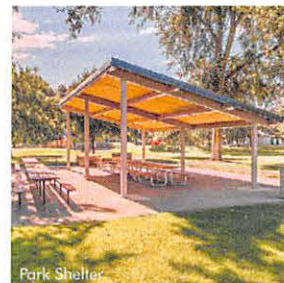
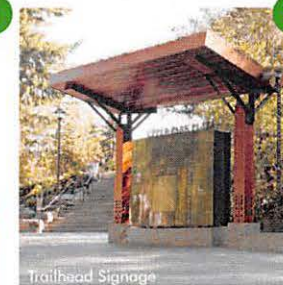
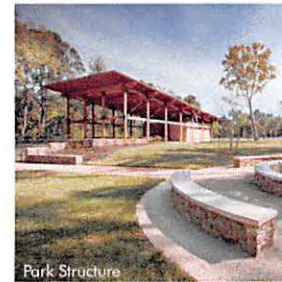
- » Paved multi-use lake loop trail.
- » Overlook at NW side of lake.
- » New playground to replace old.
- » Stormwater detention area/rain garden at west end of beach house parking area.

Precedent Imagery Community Feedback Activity

One of the activities used at the stakeholder and public input sessions was an imagery preference activity. Rather than presume more detailed design solutions, precedent imagery was provided to offer examples of how different program elements within each diagram could be physically expressed. Participants placed green or red dots on the precedent imagery boards to indicate which ideas and designs they thought would be a good fit for Jaycee Park and which would not, respectively. On these two pages, each image is marked with the number of red and green dots they received from community members.

This image is a good fit for Jaycee Park

This image is **not** a good fit for Jaycee Park





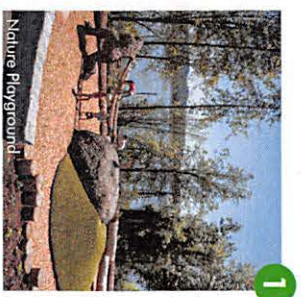
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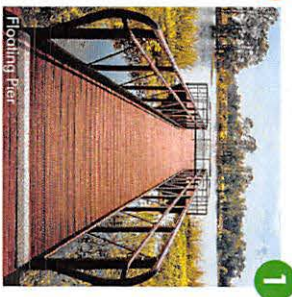
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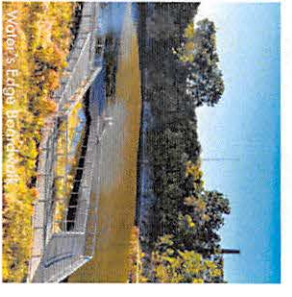
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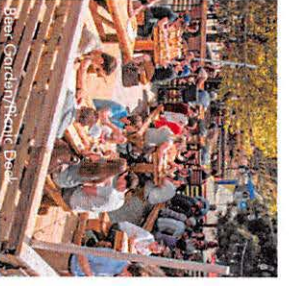
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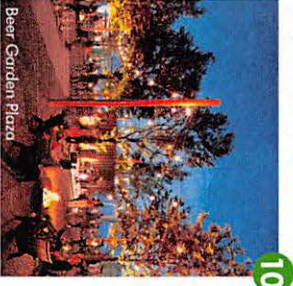
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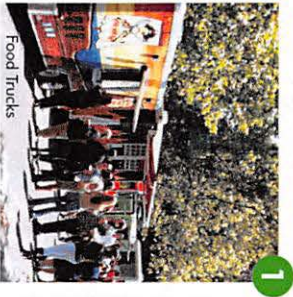
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Community Feedback: What we heard

Below is a summary of feedback from the Steering Committee, the Stakeholder Group, and the general public.

Pigeon River has become an important environmental corridor.

- » There is an opportunity to connect to the mouth of the river at Lake Michigan.
- » The river is less accessible east of the park, especially during dry periods.
- » Significant effort would be required to make it accessible to the mouth.
- » River has filled in over time.
- » River is nicer in Evergreen Park.
- » Water level fluctuates significantly with rain events.
- » Steelhead present during high water levels.
- » Significant erosion is evident along the river. Shoreline stabilization is needed. Are there funding opportunities?
- » The river is not visible from the park.
- » The river should be part of the pedestrian entry experience.

Cyclists use Jaycee Park as a starting point due to substantial parking off Calumet Drive, but trails need a lot of work.

- » Evergreen Park more of a cycling destination (better maintained trails).
- » Jaycee Park trails are too tight/condensed (lots of dirt single track), making Evergreen Park more desirable.
- » International Mountain Bicycling Association (IMBA) study of Evergreen Park (assessment and recommendations) underway and could inform trail improvements within Jaycee park.
- » Marquette/Copper Harbor good case study for cycling.
- » Park is used in winter for fat biking.
- » Cyclists use east entrance off Mill Road because it is much safer than the entry off Calumet Drive.

Dogs are an issue for some people.

Maywood occasionally schedules field trips along the Pigeon River to Jaycee Park.

Pigeon River School does not currently use park much recreationally.

“A paved multi-use loop trail is a good idea”

Is there an opportunity to develop mutually beneficial synergy between parks?

Open water swim in “deep water” requires significantly more insurance.

- » Depth of lake within water park drops significantly past trampoline.
- » Insurance cost prohibitive to allow swimming in entire lake.
- » EOS responsible for insurance/liability associated with lake access and water park, which is why public access to lake is limited. Cliff jumpers are an issue. Supposed to call the police.
- » Restricting access will be challenging if not impossible.
- » Swimming not allowed beyond buoys.
- » Water park has 65 person capacity (not including beach). New play equipment will allow more (75+/-)
- » Groups pay for 90 minute access to water park.
- » Consider ADA access into water.

**Video surveillance exists, but minimal.
Flood lights being considered.**

“Trail improvements and hierarchy are needed.”

- » Trails are not clearly marked.
- » Low-level maintenance limits accessibility to trails.
- » Mountain biking used to be popular. Bike race used to occur annually.

Maywood books Quarry Quest Camp.

Pond is spring fed, so water quality is fair/good. Some sediment/muck on bottom. Sand for beach has been imported.

Existing Park Building:

- » Private during summer operation (operated by EOS), but public and rentable during off season.
- » If EOS is closed, then building is publicly inaccessible/closed during the summer.
- » EOS/Building Open from 10:30am - 6pm during the summer.
- » Purchased food options are minimal and include pizza, ice cream and snacks.
- » Opportunity for more concessions
- » Kitchen used to be accessible from outside for walk-ups but has been closed for years.
- » EOS is interested in extending hours.
- » Desire to host more group events within beach house.
- » Building hosts “Making Spirits Bright” (Evergreen Park light show) rents November-December
- » Crime is minimal but vandalism is an issue.
- » Usability of the existing building is a challenge. On a normal day, only 10-20% of building is used.
- » Existing building should be demolished and replaced with a new building.
- » Building upgrades
 - Baby changing station
 - Showers
 - Staging areas needed
 - Storage
 - Game room for activities during inclement weather.

Building location up for discussion.

“Like idea of new multi-use building at SW corner of lake.”

Proximity to bluffs offers great views and might discourage cliff jumping.

Shaw Family Playground in Evergreen Park is new, so a playground within Jaycee Park is not needed.

Ziplining has been considered (both in and out of water)

Disc golf course hole location and quantity up for discussion. Very Popular park activity and considered a desirable use.

Phased improvements/implementation important.

“A beer garden would do well in the park”

- » No alcohol in park allowed (currently).
- » Integrate a new beer garden with new building construction.
- » Great case studies of successful implementation (Milwaukee County Parks) and the current agreement between the City and Der Sheboygan Biergarten.

Revenue generation from new park amenities should help fund maintenance.

Maintenance will need to increase with proposed improvements.

Winter activities include ice fishing.

- » There is no ice skating.
- » Cross-country skiing only in Evergreen Park (has groomed trails).
- » How do you monetize winter uses?

Camping, especially for events, would be nice. Like the idea of a large flexible lawn area.

How do we manage competing interests between parks???

- » Maywood covers educational/interpretive opportunities, so less opportunity in Quarry Park.

Sustainable design including green infrastructure and native habitat should be considered.

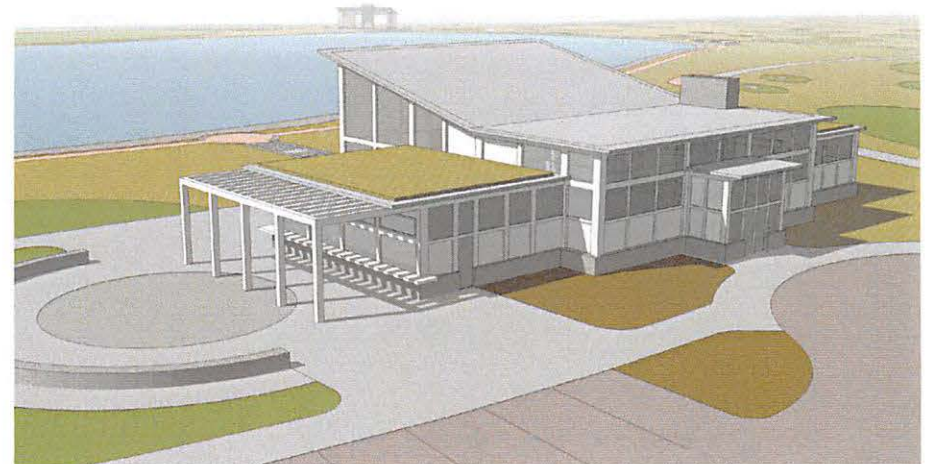
Final Consensus Plan

The input received ultimately resulted in the generation of a single consensus plan representing the most highly valued aspects of each of the three alternatives. The plan not only reflects the needs and desires of the City of Sheboygan's Department of Public Works, but the Community as a whole.

For each of the elements of the consensus plan, the planning team has developed an estimate of probable construction cost. These estimates reflect high-level, order of magnitude costs based on 2020 unit pricing. It is important to understand that many factors will affect the ultimate cost of each proposed improvement, including decisions associated with both building and site programming needs and desires (which may change over time) as well decisions about finish and materials used for each proposed improvement. Costs will need to be adjusted and refined during subsequent design phases, and closely coordinated with the City's and their partners' capacity and desire to fundraise for this project.

- 1 New multi-use park building with plaza space at SE end of Quarry Lake:** The new building would house a larger events space with up to 150 person occupancy, an indoor/outdoor concessions area with beer garden and a large flexible open space for both active and passive recreation. The building is sited on top of a steep slope overlooking Quarry Lake, the beach and the western horizon. Operational use would be determined by the City but is intended to be flexible enough to accommodate both public and private activities.

costs | building: \$1,650,000
patio space, path, and walls: \$200,000
parking lot: \$45,000
landscaping: \$20,000





CONSENSUS MASTER PLAN



2 Green Infrastructure: The construction of any new structure is a great opportunity to implement green building solutions that mitigate the park’s carbon footprint and benefit the surrounding ecology by focusing on the use of renewable energy, stormwater harvesting for irrigation, greywater use for toilets, stormwater bio-infiltration, green roofs and the use of recycled building materials. Further, green building infrastructure has been proven to extend the life cycle of buildings. Federal, State and Local incentives exist to promote implementation of green building solutions. In the final consensus plan, a stormwater bio-remediation area is proposed near the new Beach House entrance to intercept and infiltrate stormwater draining from the parking lot before it reaches the Pigeon River. This more naturalized basin also supports Wisconsin’s Pollinator Protection Plan by offering critical habitat for important pollinators native to our State.

cost | \$10,000

3 Expanded waterfront experience: Shifting the existing parking lot further away from the lake allows more space along the waterfront for park users and activities. This shift would also make the waterfront more visible from Calumet Drive, thereby enhancing visitor’s entry experience and first impressions of the park.

cost | \$50,000

4 Perched Beach: This publicly accessible beach would be a free alternative to the pay-to-access beach associated with the water park. The perched condition would not allow physical access to the lake but would provide a beach experience with views of the lake for park users who are less interested in activities associated with the water park.

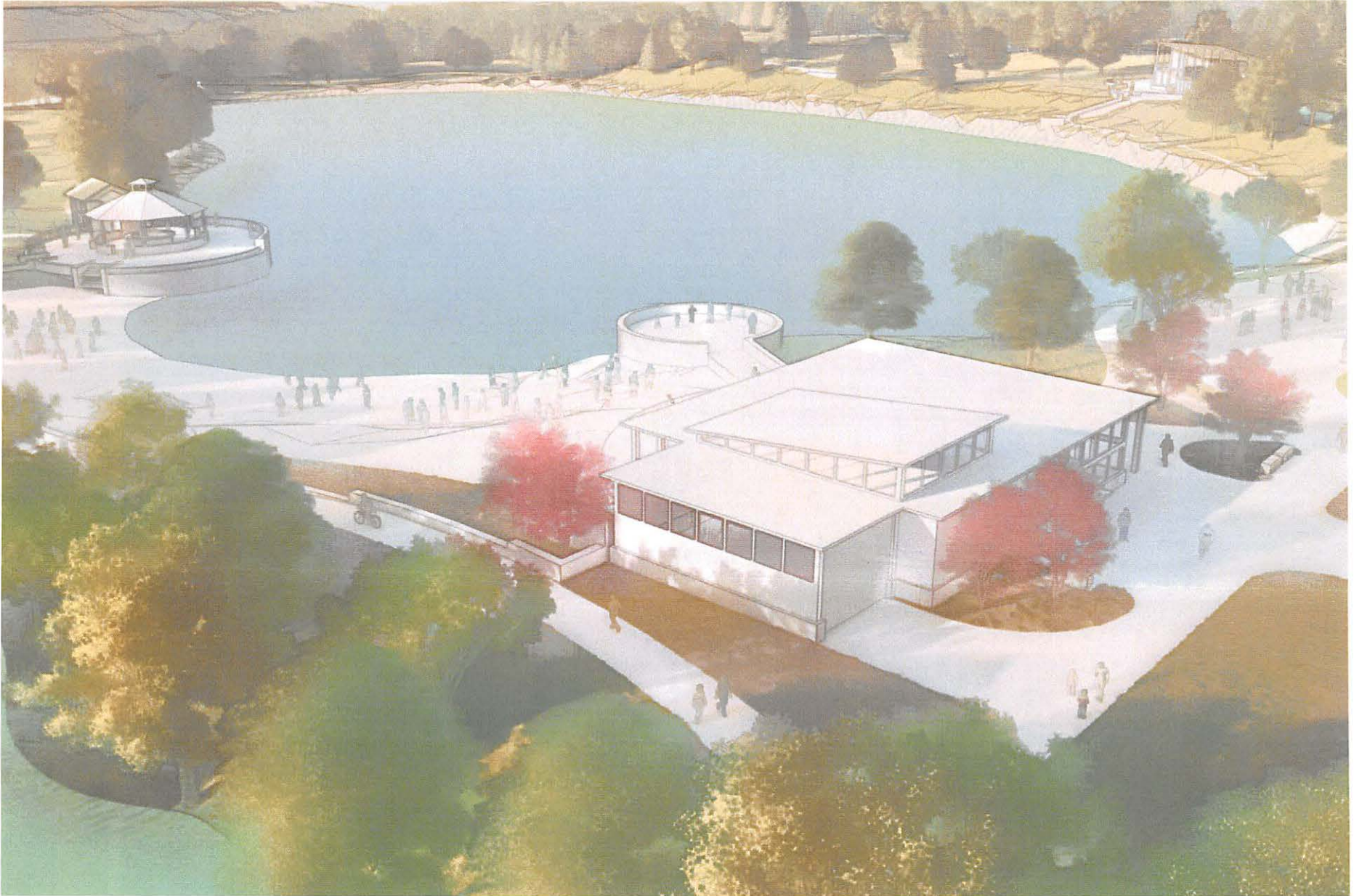
cost | \$30,000

5 Paved multi-use lake loop trail: At 10’ wide, this wider, paved trail would provide a looped experience around the lake to serve myriad activities for park uses. It would also provide service access for maintenance vehicles. The paved surface would allow for easy snow removal during Wisconsin’s long winters thereby extending the use of the park throughout the year. Low-voltage, dark-sky compliant pathway lighting would provide enough illumination for park users to safely navigate the path during early mornings and evenings which would further extend use of the park during seasonal periods of limited daylight. The path is strategically located along the outside perimeter of other, more water-oriented programming in order to segregate disparate uses and minimize risk of conflict. A parcours with intermittent exercise stations at regular intervals would provide an opportunity for a unique outdoor exercise experience with views of the lake. While the path would be accessible to the general public, a 42” high railing along the eastern edge where the path runs along the beach is necessary to extend the water park’s pay line and ensure segregation between people paying to use the beach and the general public. The railing would be short enough to allow views of the beach and lake from the path but designed in such a way as to prevent people from climbing over.

cost | \$68,000

6 Selective clearing for framed views of the river, lake and new park structures: Providing enhanced views of both existing and proposed park amenities is critical to the visibility and success of the park. Views from Calumet Drive into the park would reinforce the park’s identity as visitors approach from the northwest and serve as natural wayfinding reinforced by more traditional entry signage.

cost | TBD



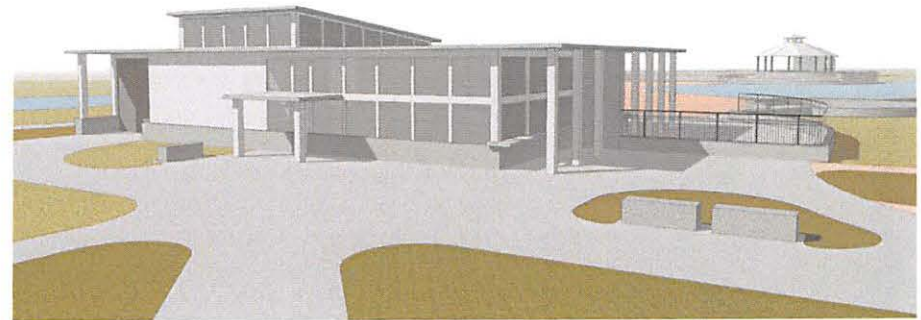
CONSENSUS MASTER PLAN | NEW BEACH HOUSE WITH OVERLOOK 8 & TIKI HUT 9

7 Entry Signage: New monumental signage is recommended at both southern and northeastern park entries. Jaycee Park is one of the City’s most valuable public amenities and this master plan strives to make it a regional destination. Quality signage at the park’s perimeter will elevate users’ entry experience and set the stage for quality experiences and memories shared within the park.

cost | \$30,000

8 New beach house: A new structure shall replace the outdated Jaycee Quarryview Center and facilitate operations associated with the Quarry Beach Adventure Park and Water Sports rentals. The building will include ticketing and check-in area, showers and baby changing area, indoor/outdoor concessions, a small game room for use during inclement weather, a storage area and lifeguard room. The new building would be rented and operated by EOS or another vendor in the future. Exterior plaza space will accommodate pick-up/drop-off and queuing adjacent to the main entry and include some additional space for smaller gatherings adjacent to publicly accessible waterfront open space. Reconfiguring the parking lot to provide more park space along the southern shoreline of Quarry Lake creates an opportunity to introduce green infrastructure to intercept and bio-remediate stormwater flowing from the parking before it drains into the Pigeon River.

costs | building: \$800,000
patio space, path, and walls: \$120,000
parking lot: \$70,000
landscaping: \$15,000



9 New Tiki Hut building: An ancillary structure on the north end of the beach would serve beach and lake rentals (lounging chairs, umbrellas, SUP boards, canoes, and kayak, etc.), additional concessions as well as payment and rentals associated with a new ropes course located within the large open space to the north.

costs | building: \$300,000
patio space, path, walls & terraced
seating: \$125,000
landscaping: \$15,000





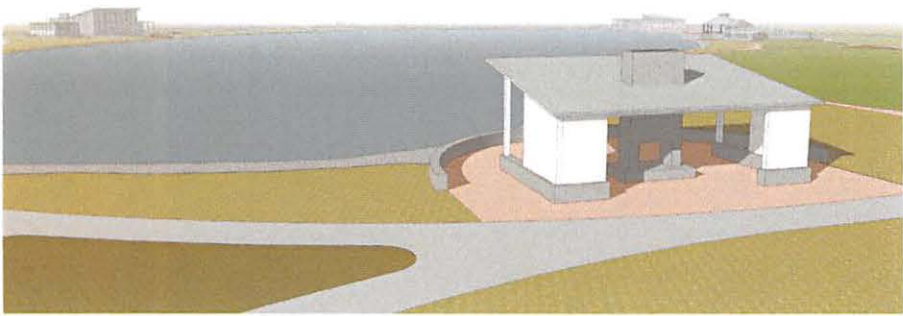
CONSENSUS MASTER PLAN | COUNCIL RING AT THE SOUTHEAST CORNER OF QUARRY LAKE 12

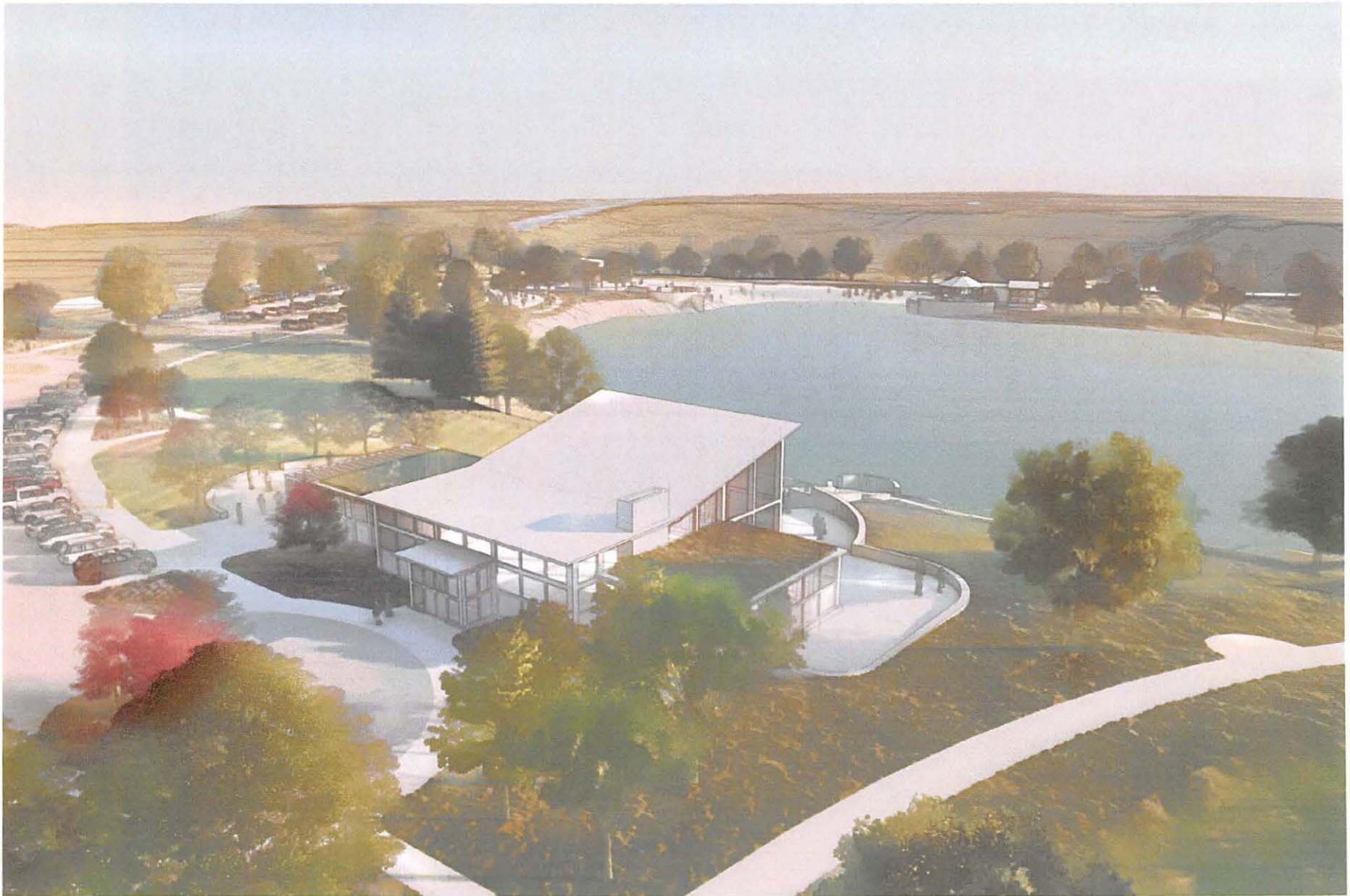
- 10 Ropes course:** Located within a larger open space along the western shore of the lake, an interactive course featuring climbing and balancing obstacles, ziplining and trust exercises would be used by daily park visitors or rented out for private events. Operations would be staged from the new Tiki Hut at the north end of the beach.
 cost | Owner Furnished, Owner Installed (OFOI)
- 11 New shelter at NE corner of lake:** Just off the multi-use path, this new shelter could host both public and private events with commanding views of the lake. The adjacent open space along the western shoreline is large enough for additional tents needed to host events without encroaching upon ropes course activities. The shelter would be primarily open air with a fireplace. Service access for maintenance vehicles would be easily accommodated through the use of the multi-use trail.
 cost | \$150,000

- 12 Council ring at SE corner of lake:** Perched high upon the bluff, a stone council ring with fire pit offers a more intimate experience for park users to enjoy views of the lake further removed from the more active recreation associated with other areas of the park.
 cost | 25,000
- 13 Enhanced naturalized landscape around the frisbee golf course:** Similar to the rugged landscape aesthetic of Whistling Straights, the park’s disc golf course would have native grassland habitat surrounding smaller, intermittent zones of manicured lawn evocative of Lake Michigan’s western shoreline that is so closely tied to this region’s identity. Other enhancements including additional obstacles would be the responsibility of future course management.
 cost | 50,000

Additional costs associated with the master plan:

- Signage & wayfinding throughout the park: \$30,000
- Lighting around Loop Trail: \$120,000
- Site furnishings as needed: OFOI

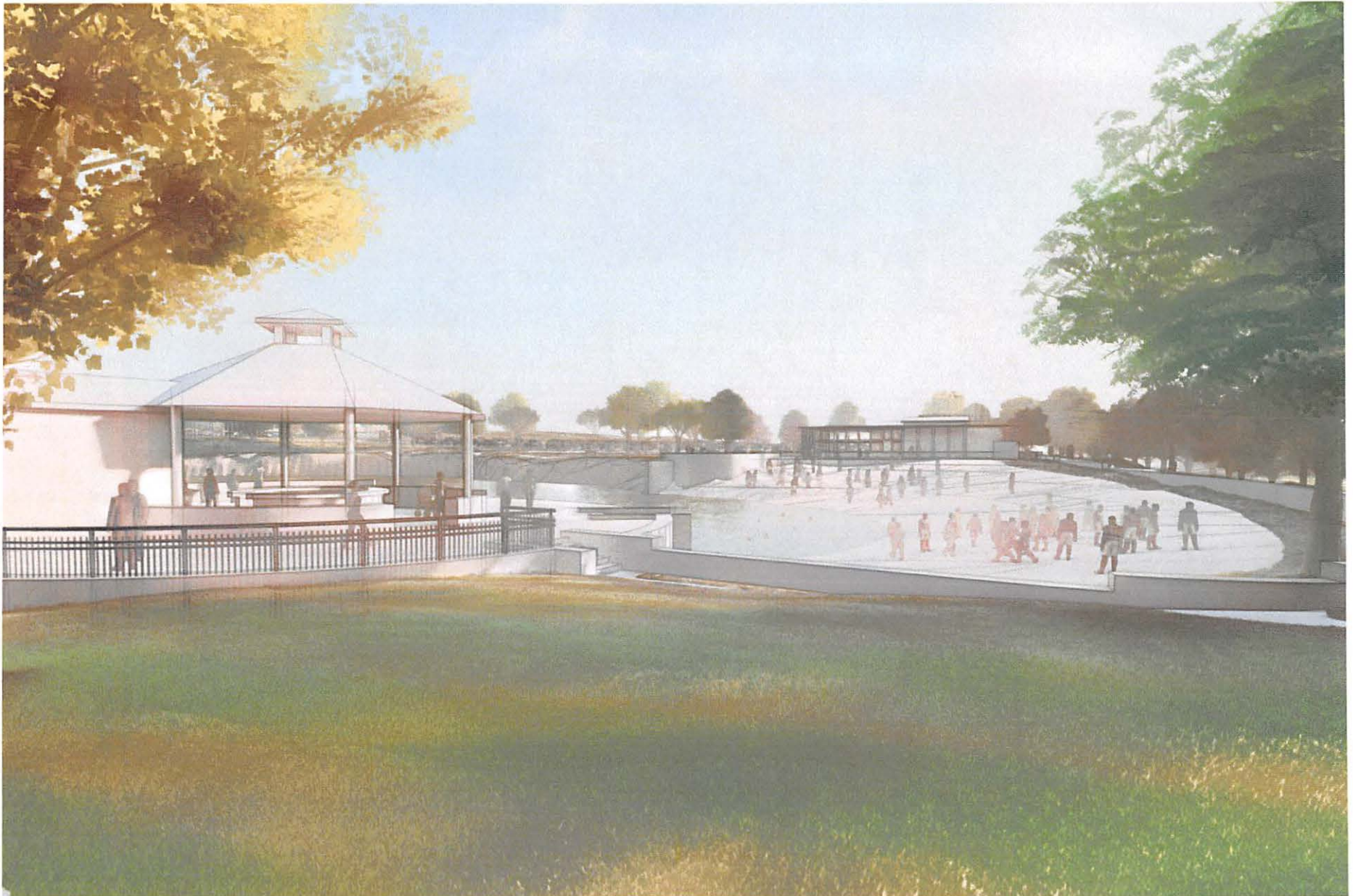




CONSENSUS MASTER PLAN | MULTI-USE PARK BUILDING AT SOUTHEAST CORNER ①



CONSENSUS MASTER PLAN | SHELTER AT THE NORTHEAST CORNER OF QUARRY LAKE 11



CONSENSUS MASTER PLAN | VIEW OF THE TIKI HUT 9, BEACH, AND BEACH HOUSE 8



CONSENSUS MASTER PLAN | THE VISION FOR JAYCEE PARK

Implementation

It is important to consider that this master planning effort is just that: a master plan. It does not include any detailed design, but a high-level road map identifying improvements to the park that would benefit the Community and make it a regional destination. Once funding is secured to implement a particular improvement proposed in this master plan, **it is imperative that the City engage a professional designer appropriately licensed to provide a more detailed design of the elements associated with that improvement.** The professional consultant would provide construction level documentation of the improvement for accurate bidding by a licensed and insured contractor. This approach toward implementation will ensure that the ideas presented in the master plan, which reflect the needs and desires of the Community, are fully realized and without compromise.

As the City of Sheboygan evolves, so might the needs and desires of the Community. This master plan acknowledges that the only constant is change and the improvements proposed in this document are intended to be flexible enough to accommodate whatever changes occur in the future. While phased implementation of proposed improvements is important, the realization of improvements is dependent upon funding and partnerships that have yet to be determined.

II

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

R. O. No. 107 - 20 - 21. By DIRECTOR OF PUBLIC WORKS. November 24, 2020.

Submitting a recommendation from the Board of Marina, Parks and Forestry Commissioners to adopt the Master Plan for Jaycee Park.

The City of Sheboygan hired Graef-USA Inc. ("Graef") to aid in the designing of a Master Plan for Jaycee Park. Graef inventoried the site, met with the Steering Committee, Stakeholders, and held community input meetings. The plan submitted by Res. No. 125-20-21 to the Public Works Committee is the result of that planning process. The Commissioners reviewed the plan and voted unanimously to recommend the Public Works Committee recommend adoption of the Master Plan to the Common Council.

PW

Director of Public Works

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
December 7, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 127-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to enter into a contract with Groth Design Group for architectural and engineering services for the conversion of 1817 North 8th Street into the Senior Activity Center of Sheboygan; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 127 - 20 - 21. By Alderpersons Donohue and Bohren.
November 23, 2020.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Groth Design Group for architectural and engineering services for the conversion of 1817 North 8th Street into the Senior Activity Center of Sheboygan.

RESOLVED: That Director of Planning and Development Chad Pelishek is hereby authorized to enter into a contract with Groth Design Group, a copy of which is attached hereto and incorporated herein.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

October 26, 2020

Mr. Chad Pelishek
Director of Planning Department
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081



Re: Proposed Services for City of Sheboygan Active Senior Community Center

Dear Chad,

Thank you for the opportunity to provide a proposal for architectural and engineering services for the conversion of the 8th Street Save-A-Lot building into a new home for the Active Senior Community Center. We are excited about the opportunity to partner in creating this new facility and the impact it should have for this area of the city.

PROJECT SCOPE UNDERSTANDING

This proposal is based on our meetings and discussions to-date, and our understanding of the City's goals to convert the currently-vacant ±30,497-square-foot Save-A-Lot grocery-store/pet-shop building to accommodate the programming needs of the Active Senior Community Center and to serve as a façade-improvement project to help with neighborhood revitalization.

It is anticipated that the majority of the exterior façade and site work will be part of a Base Bid construction project that will also include interior remodeling to accommodate a portion of the Center's long-term programming needs based on the City's initial budget-cap projection. An Alternate Bid package will provide design, engineering, and bid costs for a larger scope of interior remodeling to accommodate the remainder of the Center's anticipated needs. Actual extent of construction undertaken can then be selected to match project funding available.

A portion of the existing building is also anticipated to remain vacant and available for future tenant build-out. It has been suggested that the future tenants would have access to the Center's toilet facilities so that extensive additional future plumbing work would not be required. Plumbing fixture counts to accommodate the future tenancy will be established based on best-estimates for how those spaces might be used in the future.

Exterior façade updates are to be based on the concept renderings provided to the City by GDG as part of the 8th Street Façade Improvements Study. It is not anticipated that the interior building structure will need to be modified or that the building height will need to be raised to accommodate any programming needs. Extent of site work needed along the east side of the property is dependent on existing easements and can be further developed once the City provides additional easement information from the Register of Deeds.

PHASING OF PROJECT DESIGN WORK

While we are anticipating breaking the construction work into "Base Bid" and "Alternate Bid" packages to provide the City with budget options for how much interior build-out is initially implemented, we are proposing to separate the design work into two "Phases." This approach will allow us to work with City and Center staff to verify programming requirements and projections, and with our Engineers to investigate the existing facility and

provide a report prior to the City's closing on the building in mid-January. That "Programming and Feasibility Study" will constitute "Phase-I."

"Phase-II" will start after the closing, and will include Schematic Design, Design Documentation, Construction Documents, Bidding, and Construction Administration through the end of the initial package of construction.

These two phases will have separate fees, and will be referred to as:

Phase-I: Programming and Feasibility Study

Phase-II: Design and Documentation

PHASE-I - PROGRAMMING AND FEASIBILITY STUDY - EXPECTATIONS

The scope of the Phase-I work began with the City's kick-off meeting on September 29th and is targeted towards a completion for Owner Review early in January 2021 prior to the City closing on the building. Our Architectural/Engineering Fee for this Phase of work will be presented as a single lump-sum.

INCLUSIONS:

- Compile existing site information (plans, maps, property lines, easements etc.) as necessary for design process
- Review and Analysis of Existing Zoning and Building Code
- Photograph existing conditions including immediate surrounding area
- Review any City information/work as necessary
- Establishment of Project Engineering Team:
 - Structural Engineer
 - Plumbing and Fire Protection Engineer
 - HVAC Engineer
 - Electrical and Low-Voltage Engineer
 - Kitchen Designer
- One (1) Site Visit from each of the Consulting Engineers
- Two (2) Site Visits by Architect
- Programming review with City/Center staff
- One (1) safety-review meeting with City Fire and Police departments
- COMCheck evaluation of existing building envelope and exploration of options for compliance with current Energy Code requirements
- Conceptual long-range master plan layout
- Compilation of Architectural and Engineering reports into a single document for presentation to the City
- Coordination with City's Estimating Contractor (Mike Koenig Construction Company, Inc.) for preliminary opinion of probable costs.
- Preliminary determination of extents for Base Bid package and Alternate Bid package
- Total of nine (9) Owner Team Meetings/Presentations (as indicated in conceptual schedule)

EXCLUSIONS:

- Survey (line-item fee to be submitted for consideration)
- Civil-Engineer/Landscape-Designer (these services may be furnished by the City. Line-item fee to be submitted for consideration)
- Soil Borings or Environmental Testing
- Hazardous material identification, testing, or abatement
- Sanitary sewer or water main engineering (public or private)

Given the accelerated time-frame and multiple steps required to complete the Phase-I report prior to the City's deadline to close on the building in January, we have already assembled our Engineering Team and have proceeded in good faith to undertake Programming Meetings with the Center Staff and Representatives in order to stay on-schedule. Should the City choose, for any reason, to stop work prior to entering into a full agreement, we would have the entire team stand-down at that point. Compensation would then be determined on a Time-and-Materials basis for the work undertaken to that point in lieu of the total proposed lump-sum fee for this Phase of work.

PHASE-II – DESIGN AND DOCUMENTATION - EXPECTATIONS

Following successful closing on the building purchase, the GDG architectural/engineering team would work with the City/Center staff to take the conceptual designs/scope established during Phase-I and refine them through the standard phases of architectural development:

- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Construction Administration

These phases of work are anticipated to occur as indicated in the conceptual schedule. If possible, these design phases would be expedited to allow for an earlier bid date. We understand the target date to complete all contracted construction work is June of 2022 at the latest. Overall, schedule will be dependent on timely reviews and scheduling of all necessary meetings and decision points.

The fee for Phase-II work will be calculated as a percent of total construction cost with the caveat that this may, if the City wishes, be converted to a lump-sum fee to be determined at the end of the Design Development portion of work.

INCLUSIONS:

- Engineering and Consulting services:
 - Structural Engineer
 - Plumbing and Fire Protection Engineer
 - HVAC Engineer
 - Electrical and Low-Voltage Engineer
 - Kitchen Designer
 - Interior Design
- Six (6) Engineering Coordination Meetings (remote/digital meeting format)
- Six (6) Owner Coordination Meetings (in-person if possible), including:
 - Three (3) Interior Design Meetings
- Up to two (2) interior finish / color study palettes - inclusive of, but not limited to the following:
 - Floor finishes such as stained concrete, carpet, quarry tile, porcelain tile, luxury vinyl tile, sports flooring, rubber base
 - Wall finishes including paint and wallcovering
 - Acoustical treatments
- Final color palette presentation
- Finish schedules and floor patterning plans

- Roller-shade window treatment design/scheduling
- Coordination with Owner’s Signage Vendor
- Generator design

EXCLUSIONS:

- Civil Engineering & Landscaping (line-item fee to be submitted for consideration)
- Construction staking
- All permit and jurisdictional review fees
- Printing of hard-copy bid-documents
- Record drawings will be the responsibility of the Construction Manager
- Concrete testing or Destructive Testing services
- LEED documentation or Commissioning
- Graphics or Branding Redevelopment
- Interior and exterior signage design and specification
- Window treatment design beyond roller-shades
- Art selection or coordination with murals/artists/etc.
- Furniture selection
 - If desired, GDG can provide an additional fee proposal to assist Owner with preparation of RFPs to procure competitive furniture dealer bids

PROPOSED FEES

As outlined above, our proposed Architectural/Engineering fees are:

Phase-I: **\$40,000 includes reimbursable costs**

Should the project proceed directly to continuation in Phase-II, \$10,000 of the Phase-I fee will be credited back to the City toward the Phase-II work.

Additional Phase-I options:

- Survey \$2,000
- Civil Engineering & Landscaping (feasibility assessment)..... \$1,500

Phase-II: To be based on a percentage of total construction cost:

- Construction cost range of \$1,000,000 - \$3,500,000:..... **6.5%**
- Construction cost range of \$3,500,001 - \$5,500,000:..... **6.0%**

Please note: total construction cost for basis of Architectural/Engineering Fee is to be the sum of Base Bid and Alternate Bid work to cover the full scope of design services provided whether the actual construction scope proceeds with the Alternate Bid work or not.

Additional Phase-II options:

- Civil Engineering & Landscaping..... \$3,500

Following completion of Design Development, the Phase-II fee can be negotiated to a lump-sum fee if desired.

ADDITIONAL SERVICES

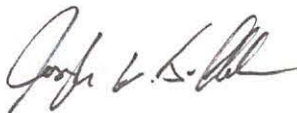
Fees for additional services requested by the City of Sheboygan beyond the services and deliverables noted herein shall be based on the application of hourly rates to the actual hours expended as defined on the chart below.

GROTH Design Group and the City of Sheboygan will agree upon applicable additional costs prior to the start of work.

Staff	Hourly Rate Range
Principal	\$145.00 - \$195.00
Sr. Project Manager	\$120.00 - \$135.00
Project Manager	\$110.00 - \$120.00
Project Architect	\$100.00 - \$110.00
Technical Level III	\$ 90.00 - \$100.00
Technical Level II	\$ 80.00 - \$ 90.00
Technical Level I	\$ 60.00 - \$ 80.00
Interior Design	\$ 70.00 - \$125.00
Administration	\$ 45.00 - \$ 90.00
Travel Time (greater than 90 miles one way)	\$ 45.00

We are excited for the opportunity to partner with you on this project. I hope the above proposal is clear and that we have understood your needs for services. If you agree with the services described and the Terms and Conditions and wish for us to proceed, please sign below and return one signed copy of the agreement for our files.

Respectfully,



Joseph E. J. Clarke
Senior Project Manager
GROTH Design Group, Inc.

AUTHORIZATION TO PROCEED	
Please check tasks authorized:	Phase-I <input type="checkbox"/>
	Phase-II <input type="checkbox"/>
_____ Signature	
_____ Name	
_____ Date	

Enclosures:

Conceptual Schedule (2-page 11"x17" format PDF file)
GDG Standard Terms and Conditions

GROTH DESIGN GROUP, INC.

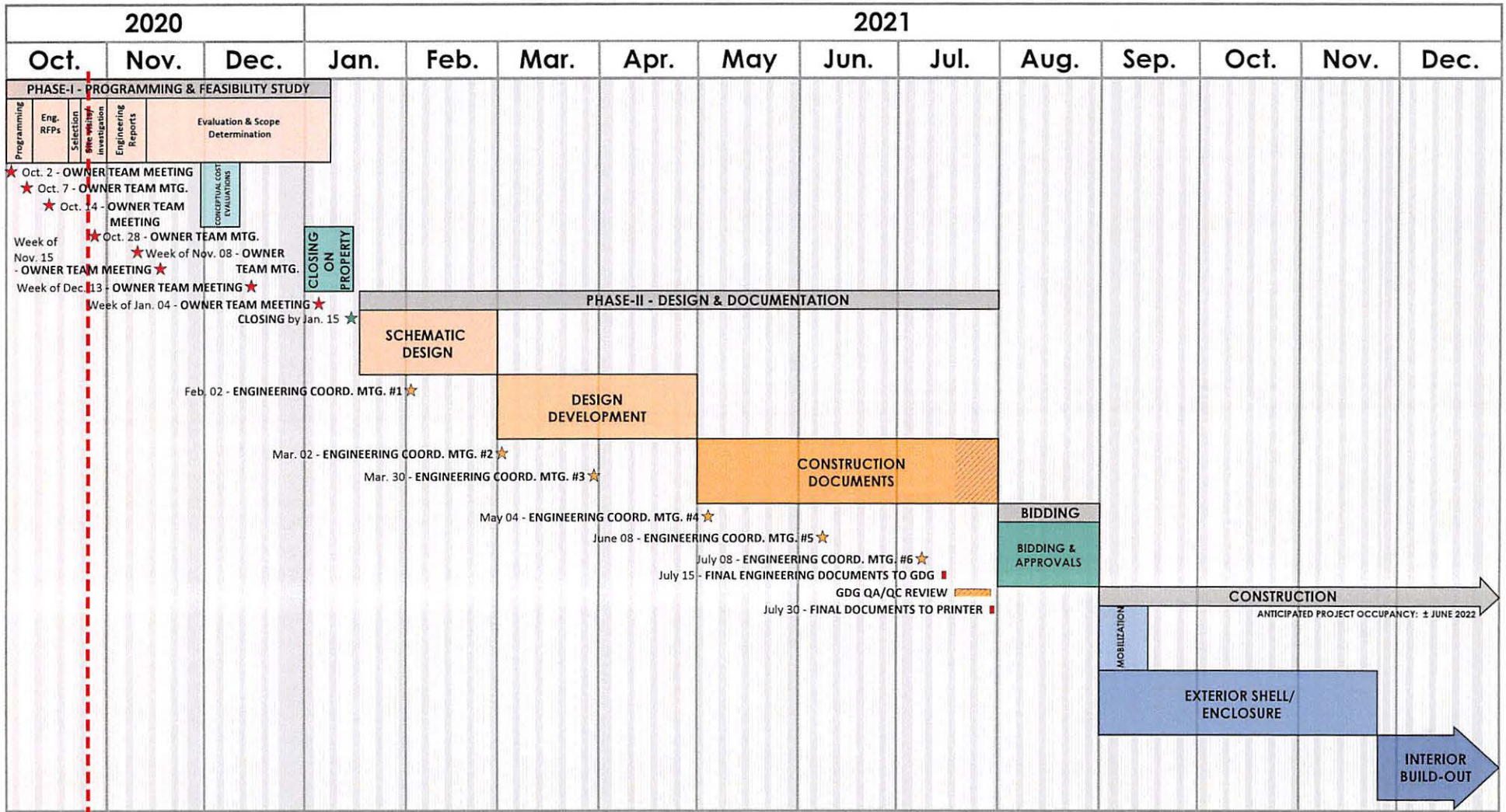
TERMS AND CONDITIONS



1. **Invoicing:** Invoices shall be rendered monthly in proportion to services performed.
2. **Payment:** Payments for services rendered shall be fully current to Groth Design Group's most recent invoice prior to Groth Design Group's release of deliverables.
3. **Acceptance of Invoice:** Client shall review invoices promptly and notify Groth Design Group of any disputes with invoice within 10 business days of receipt of invoice.
4. **Interest and Unpaid Balance Due:** If any payment is not paid by Client when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%) per month until paid. (Annual effective rate = 18%). In the event the default interest rate exceeds the maximum rate of interest allowable by law, the balance owing shall accrue interest until paid, at the maximum allowable interest rate. Any amount over the "Do Not Exceed" may be subject to approval by the City of Sheboygan Common Council, and shall not be an obligation of the City unless the Common Council approves the expenditure.
5. **Document Ownership:** Subject to the provision of Wisconsin's Public Records Law, all original calculations, sketches, building models and/or construction documents (Documents) prepared by Groth Design Group shall remain the property of Groth Design Group unless other terms in writing are agreed upon by both parties. Any copies of Documents held by Client shall be considered instruments of professional services. Client shall not reuse or make any modifications to Documents without the prior written authorization of Groth Design Group.
6. **Electronic Documents/Model Files Transfer:** Should Client require electronic drawing/model files be transferred to Owner, contractor and/or subcontractors for their use in or after construction, Groth Design Group will require an executed waiver of liability from recipient as well as a nominal transfer fee. Should Client establish a standard nominal transfer fee different from Groth Design Group's, Groth Design Group shall be notified of such at the time of execution of this Agreement.
7. **Information in a Timely Manner:** Groth Design Group reserves the right to withhold documents scheduled for bid/construction release if sufficient design information from Client, required for the production of accurate bid/construction documents, is not provided to Groth Design Group in a timely manner. Groth Design Group will not be responsible for coordination of information not provided to Groth Design Group in a timely manner.
8. **Information Provided by Others:** Groth Design Group shall indicate to Client the information needed for the rendering of services hereunder. Client shall provide such information as is necessary for Groth Design Group to perform the Scope of Work defined above and shall be entitled to rely upon the accuracy and completeness of said information.
9. **Agreements:** This Proposal represents the entire Agreement between Client and Groth Design Group, and supersedes all previous oral and written agreements on the Project. Groth Design Group shall not be held to the terms of any other agreements or contracts, unless expressly made part of this Agreement and amended in conformance with the Terms and Conditions of this Proposal. Furthermore, changes to this Agreement are not considered binding unless received in writing and accepted in writing by both original signatories of this Proposal.
10. **Assignments:** Client hereby warrants and represents that they will not transfer or assign this Agreement to any third party, directly, indirectly, by subrogation or operation of law without written consent from Groth Design Group. Furthermore, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Groth Design Group or Client. Groth Design Group's services under this Agreement are being performed solely for the benefit of Client. No third party is intended as a beneficiary of this Agreement or of the services being performed by Groth Design Group pursuant to this Agreement.

11. **Site Visitations:** If site visits are performed under this Agreement, then said visits are for the purpose of determining whether the construction work associated with this Agreement is in accordance with the Contract Documents. These site visits shall not constitute responsibility on the part of Groth Design Group for construction supervision nor construction means and methods nor devising, implementing or enforcing any safety precautions, and shall not relieve the Contractor and/or any subcontractors of any responsibilities in conjunction with their work, unless specifically stated within the Scope of Work of this Proposal. Unless specifically stated otherwise, site visits shall not be construed as a special inspection as defined by the International Building Code (IBC).
12. **Project Delay:** If the services covered by this Agreement have not been completed within 36 months of the date hereof through no fault of Groth Design Group, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted. Should Project become inactive or Groth Design Group be instructed to cease production on our portion of the work for a period longer than six months, a project restart fee shall be negotiated. Should Project be delayed, Groth Design Group shall be compensated for the services, including time and expenses accrued up to the point that Groth Design Group is notified of Project delay. In any case, however, any amount over the "Do Not Exceed" may be subject to approval by the City of Sheboygan Common Council, and shall not be an obligation of the City unless the Common Council approves the expenditure.
13. **Project Cancellation:** Should Project be canceled, Groth Design Group shall be compensated for the services, including time and expenses accrued up to the point that Groth Design Group is notified of Project cancellation. Accumulated hours up to that point will be billed at hourly rates as outlined above. Upon final payment received by Groth Design Group from Client, this Agreement will be considered terminated.
14. **Termination:** This Agreement may be terminated by either party upon not less than seven days written notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination for convenience by Client, Groth Design Group shall be entitled to recover all reasonable costs and expenses incurred up to the date of termination, plus all costs incurred to assemble and close project files and documents.
15. **Notice of Lien Rights:** As requested by the Wisconsin Construction Lien Law, Groth Design Group hereby notifies Owner that the persons or companies furnishing professional services for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Groth Design Group, are those who contract directly with the Owner or those who give notice within 60 days after they first furnish labor for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Groth Design Group agrees to cooperate with the Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.

** END**



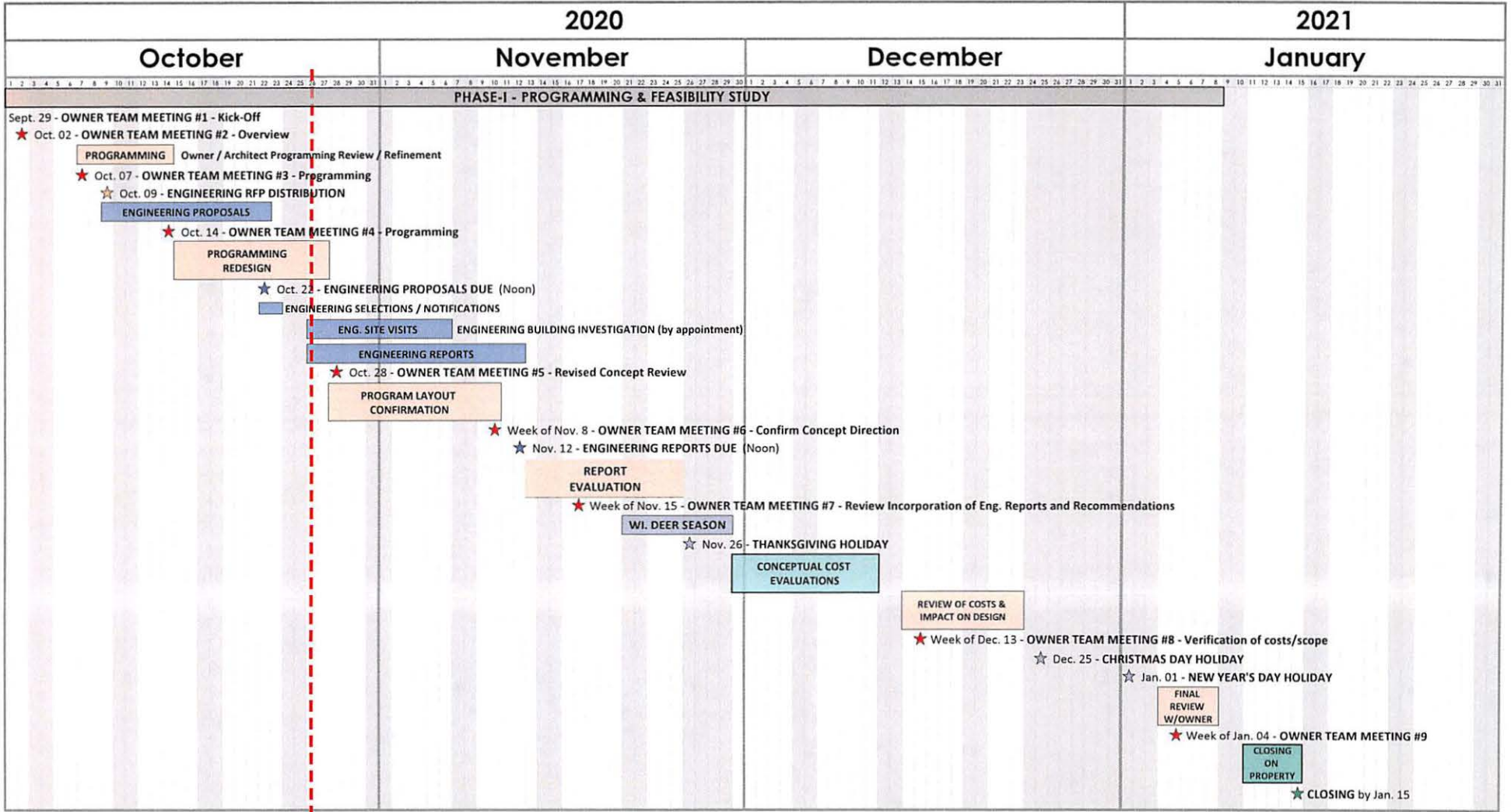
CONCEPTUAL OVERALL SCHEDULE

GDG #: 20.115
October 26, 2020

REMODELING AT 1817 NORTH 8TH STREET FOR: ACTIVE SENIOR COMMUNITY CENTER

SHEBOYGAN, WI





PROGRAMMING & FEASIBILITY STUDY SCHEDULE

GDG #: 20.115
October 26, 2020

REMODELING AT 1817 NORTH 8TH STREET FOR: **ACTIVE SENIOR COMMUNITY CENTER**

SHEBOYGAN, WI



IX

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. December 7, 2020.

Your Committee to whom was referred Gen. Ord. No. 25-20-21 by Alderpersons Sorenson, Ackley, Donohue, Felde, Filicky-Peneski, and Savaglio amending portions of Chapter 46, Sheboygan Municipal Code, relating to the regulation of nondiscrimination and fair housing; 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

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Gen. Ord. No. 25 - 20 - 21. By Alderpersons Sorenson, Ackley, Donohue, Felde, Filicky-Peneski, and Savaglio. November 16, 2020.

AN ORDINANCE amending portions of Chapter 46, Sheboygan Municipal Code, relating to the regulation of nondiscrimination and fair housing.

WHEREAS, The City of Sheboygan wants to promote and improve the quality of life for all citizens; and

WHEREAS, The City of Sheboygan is a welcoming community to all people; and

WHEREAS, access to housing is a fundamental human right; and

WHEREAS, it is the sense of the Common Council that the City of Sheboygan's nondiscrimination and fair housing ordinance should be updated.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Sec. 46-1 of the Municipal Code entitled "Definitions" is hereby repealed and recreated as follows:

"Sec. 46-1. - Definitions.

The words, terms and phrases used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Age means an individual's status as having obtained forty or more years of age.

Board means the city plan commission.

Committee means the city Licensing, Hearing, and Public Safety Committee.

Complainant means a person who files a complaint alleging discrimination in housing.

Disability means a physical or mental impairment that substantially limits one or more major life activities, a record of having such an

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impairment or being regarded as having such an impairment. Disability does not include the current illegal use of a controlled substance, as defined in Wis. Stats. § 961.01(4), or a controlled substance analog, as defined in Wis. Stats. § 961.01(4m), unless the individual is participating in a supervised drug rehabilitation program.

Discriminate, discrimination, or discriminatory means any act, policy or practice that, regardless of intent, has the effect of segregating, excluding, treating a person or class of persons unequally in a manner described in section 46-3 or 46-4, or subjecting any person to differential treatment as a result of that person's actual or perceived race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran status.

Dwelling unit means a structure or that part of a structure that is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons who are maintaining a common household, to the exclusion of all others.

Family includes one natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

- (1) A person is pregnant.
- (2) A person has a past, current, or prospective status as parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that person.
- (3) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
- (4) A person's household includes one or more minor or adult relatives.
- (5) A person's household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
- (6) A person's household includes one or more adults or minor children placed in his or her care under a court order, under a

guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

Gender identity means the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.

Hearing means a hearing under the jurisdiction of the board, except where otherwise indicated.

Housing means any improved property, or any portion thereof, including a mobile home as defined in Wis. Stats. § 101.91(10), manufactured home, as defined in Wis. Stats. § 101.91(2), or condominium, that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence. Housing includes any vacant land that is offered for sale or rent for the construction or location thereon of any building, structure or portion thereof that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence.

Housing for older persons has the meaning as defined by federal or state law.

Marital status means a person's past, current, or prospective status as single, married, domestically partnered, in a civil union, divorced, or widowed.

National origin means a person's or his or her ancestor's place of origin.

Place of public resort, accommodation, assemblage, or amusement means any place, store, or other establishment that supplies accommodations, goods, or services to the general public, or that solicits or accepts the patronage or trade of the general public, or that is supported directly or indirectly by government funds.

Probable cause means reasonable grounds to believe that one or more persons has, may have, or may be violating one or more provisions of this chapter.

Religion means all aspects of world view, ground motive, philosophical presupposition, commitment, faith, belief, religious observance, and religious practice.

Respondent means the person accused in a complaint of discrimination in housing filed with the board.

Sexual orientation has the meaning given in Wis. Stats. § 111.32(13m).

Status as a victim of domestic abuse, sexual assault, or stalking means the status of a person who is seeking to rent or purchase housing or of a member or prospective member of the person's household having been, or being believed by the lessor or seller of housing to be, a victim of domestic abuse, as defined in Wis. Stats. § 813.12(1)(am), sexual assault under Wis. Stats. §§ 940.225, 948.02, or 948.025, or stalking under Wis. Stats. § 940.32.

Veteran status means an individual's status as one who served in the active military, naval, or air service of any current or former sovereign nation."

Section 2. Sec. 46-2 of the Municipal Code entitled "Declaration of policy" is hereby repealed and recreated as follows:

"Sec. 46-2. - Declaration of Policy.

It is declared to be the policy of the city, pursuant to the United States Constitution and state constitution, Wis. Stats. §§ 66.1011 and 106.50, and also its power to protect the public health, safety and general welfare that all persons are entitled to fair and equal access to housing and to be free of all forms of discrimination, regardless of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation. To that end the city enacts this chapter, which prohibits any person, not exempted in this chapter, from discriminating against any other person by impairing to any degree access to any housing or housing accommodations on the basis of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation and creates a board with the power and duty to enforce equal opportunity in housing for all citizens of the city."

Section 3. Sec. 46-5 of the Municipal Code entitled "Exemptions and exclusions" is hereby repealed and recreated in subsection (h) thereof as follows:

"Sec. 46-5. - Exemptions and exclusions.

. . .

(h) Nothing in this chapter prohibits an owner or agent from requiring that a person who seeks to buy or rent housing supply information concerning family status, and marital, financial, and business status but not concerning race, color, disability, sexual orientation, gender identity, ancestry, national origin, religion, creed, status as a victim of domestic abuse, sexual assault, or stalking.

. . ."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Handwritten red mark resembling a stylized 'A' or 'H'.

Gen. Ord. No. - 20 - 21 . By Alderperson Dekker. December 7, 2020.

AN ORDINANCE amending Sections 118-276 and 118-279 of the Municipal Code relating to unlicensed vehicles.

WHEREAS, as written, the City of Sheboygan's Abandoned Vehicle Ordinance is focused on vehicles that do not move; and

WHEREAS, however, one situation in which a vehicle can be deemed abandoned under the Abandoned Vehicle Ordinance is if it is unlicensed; and

WHEREAS, because unlicensed vehicles often move throughout the City, as the Abandoned Vehicle Ordinance is currently written, the City is not currently able to effectively and efficiently address the problem of unlicensed vehicles parked on public property; and

WHEREAS, this amendment to the Abandoned Vehicle Ordinance is intended to address the issue of unlicensed vehicles parked on public property and to balance the need for notice to the vehicle owner with the City's need to effectively and efficiently deal with vehicles that, because they are unlicensed, are illegally parked on the City's streets.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 118-276 of the Municipal Code entitled, "Prohibited acts; deemed nuisance" is hereby amended to read as follows:

"Sec. 118-276. *Prohibited acts; deemed nuisance.*

...

(f) In this article, a vehicle is "unlicensed" if the vehicle is not displaying valid registration plates, a temporary operation plate, or other evidence of registration as provided under Wis. Stat. § 341.18(1), for the vehicle's current registration period or for a registration period for the vehicle that expired within the immediately preceding 31 days.

(g) If a vehicle is deemed abandoned under section 118-276(b)(2) because more than 72 hours have elapsed since notice was provided that the vehicle was unlicensed, the vehicle shall continue to be deemed abandoned for so long as it remains unlicensed even if its location changes. If this vehicle is found parked upon public property within the city while it continues to be deemed abandoned because it is unlicensed, the

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vehicle may be removed without providing new notice under section 118-276(b)(2). Written notice under section 118-279 shall still be required each time the vehicle is removed."

Section 2. Section 118-279 of the Municipal Code entitled, "Reclamation or disposal" is hereby amended to read as follows:

"Sec. 118-279. *Reclamation or disposal.*

. . . .

(c) Except as provided elsewhere in this article, any motor vehicle, trailer, semitrailer, or mobile home removed and impounded under this division shall be retained in storage for a period of not less than ten days after certified mail notice has been sent to the last-known address of the owner and lienholders of record to permit reclamation of the vehicle after payment of accrued charges. Such notice shall set forth the year, make, model, and serial number of the abandoned vehicle, the place where the vehicle is being held, and shall inform the owner and any lienholders of their right to reclaim the vehicle. The notice shall state that the failure of the owner or lienholders to exercise their rights to reclaim the vehicle under this article shall be deemed a waiver of all right, title, and interest in the vehicle and a consent to the sale of the vehicle. If the vehicle was removed and impounded under section 118-276(b)(2) because it was unlicensed, the notice shall inform the owner that if the vehicle is reclaimed and remains unlicensed it continues to be deemed abandoned. Each retained vehicle not claimed by its owner or lienholder may be disposed of at a sale by sealed bid or by auction sale as set forth below:

. . . ."

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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. - 20 - 21. By Alderpersons Dekker and Sorenson.
December 7, 2020.

AN ORDINANCE amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

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

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan," is hereby amended to read as follows:

"Sec. 122-403. *Categories of Users; Amounts; Reassignment - City of Sheboygan.*

(a) *Category A.* Category A users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 171 mg/l, suspended solids no greater than 435 mg/l, and total phosphorus no greater than 7.05 mg/l.

(2) *Amount:* The sewer service charge for category A wastewater is as follows:

- a. Fixed charge, \$49.00 per quarter.
- b. Volume charge, \$1.95 total charge per 100 cubic feet.

(b) *Category B.* Category B users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 171 mg/l, suspended solids greater than 435 mg/l, and phosphorous greater than 7.05 mg/l. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 171 mg/l for BOD, 435 mg/l for suspended solids, and 7.05 mg/l for phosphorous.

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(2) *Amount:* The sewer service charge for category B wastewater is as follows:

- a. Fixed Charge - \$49.00 per quarter;
- b. If billing is on a monthly basis, \$16.33 per month.
- c. Volume Charge, \$1.95 per 100 cubic feet.
- d. Surcharge, total (per pound):
 1. BOD greater than 171 mg/L, \$0.2955.
 2. Suspended Solids greater than 435 mg/l, \$0.2069.
 3. Phosphorus greater than 7.05 mg/l, \$5.3988.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	= Charge to sewer user for collection and treatment of wastewater
F	= Fixed charge per billing period
B	= Concentration of BOD in mg/l in the wastewater
B ^R	= Concentration of BOD in mg/l as defined for Category A users
S	= Concentration of suspended solids in mg/l in the wastewater
S ^R	= Concentration of suspended solids in mg/l as defined for Category A users
P	= Concentration of phosphorus in mg/l in the wastewater
P ^R	= Concentration of phosphorus in mg/l as defined for Category A users
V	= Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C ^V	= Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C ^B	= Cost per pound of BOD
C ^S	= Cost per pound of suspended solids
C ^P	= Cost per pound of phosphorus
.00624	= Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.

(2) Sampling periods shall be two consecutive days during normal operation.

(3) Flow-weighted average may be used if data is presented.

(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.

(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.

(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 2. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. *Categories of users; amounts; reassignment for other municipalities.*

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	\$0.5394	\$0.5394	\$0.5394	\$0.5394	\$0.5394
Debt retirement	<u>0.0519</u>	<u>0.0519</u>	<u>0.0519</u>	<u>0.0519</u>	<u>0.0519</u>
Total volume charge, per 1,000 gallons:	0.5913	0.5913	0.5913	0.5913	0.5913
Surcharges (per pound):					
BOD	0.2955	0.2955	0.2955	0.2955	0.2955
Suspended Solids	0.2069	0.2069	0.2069	0.2069	0.2069
Phosphorus	5.3988	5.3988	5.3988	5.3988	5.3988 "

Section 3. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. *Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.*

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge, \$48.00 per 1,000 gallons.
- (b) Holding tank sewage, \$10.00 per 1,000 gallons.
- (c) "Other" hauled wastewater:

(1) Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

(2) Amount: The sewer service charge for "Other" hauled wastewater is as follows:

- a. Volume Charge, \$0.5913 per 1000 gallons.
- b. Surcharge, total (per pound):
 1. \$0.2955 per pound of BOD
 2. \$0.2069 per pound of suspended solids
 3. \$5.3988 per pound of phosphorus

(3) Computation. The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and paragraphs a and b of this subsection or in accordance with section c of this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 Section 122-403(b)(3) for definitions.

a. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.

b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.

c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~A~~

Gen. Ord. No. - 20 - 21. By Alderpersons Dekker and Sorenson.
December 7, 2020.

AN ORDINANCE re-establishing the bulkhead line along the north side of the Sheboygan River in the City of Sheboygan.

WHEREAS, historical records related to the Lake Michigan shore line are entirely inconsistent related to location of the line demarking the dry land jurisdiction from land within the historic lake bed, for the purpose of separating jurisdictions related to construction and riparian activities; and

WHEREAS, re-establishing a bulkhead line along the Lake Michigan shoreline, pursuant to Wis. Stats. § 30.11(3) is in the public interest for the purpose of protecting public interest in preserving the shoreline and infrastructure along the shoreline given the anticipated historic rise in lake levels and the need to clarify regulatory interests related to the public trust doctrine.

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

Section 1. The Common Council hereby re-establishes in the public interest the bulkhead line along a portion of the Sheboygan River in the City of Sheboygan, more particularly described below and shown upon the attached map, which is attached and incorporated to this ordinance by reference:

A SIX-FOOT-WIDE ACCESS EASEMENT PARALLEL AND PERPENDICULAR TO THE FOLLOWING DESCRIBED ALIGNMENT IN GOVERNMENT LOT 4, SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, LYING AND BEING IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23; TOWNSHIP 15 NORTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION, N 00°19'50" W, 787.66 FEET; THENCE N 89°40'10" E, 73.64 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING 788.07 FEET NORTH OF AND 69.09 FEET EAST OF SAID SOUTHWEST CORNER; THENCE S 89°55'08" E, 32.55 FEET; THENCE N 45°22'47" E, 4.01 FEET; THENCE N 00°07'35" E, 33.51 FEET; THENCE N 48°57'39" E, 254.67 FEET; THENCE 89°53'50" E, 230.83 FEET; THENCE 63.94 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 20.28 FEET AND A CHORD BEARING AND DISTANCE OF S 87°50'57" E, 40.56 FEET; THENCE S 89°36'02" E, 729.51 FEET TO THE END OF THIS ALIGNMENT, SAID POINT BEING 985.36 FEET NORTH OF AND 1297.51 FEET EAST OF SAID SOUTHWEST CORNER.

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Section 2. That four certified copies of this ordinance, together with four true and correct copies of a map of such proposed bulkhead line (copies of which are attached to this ordinance by reference) shall be submitted to the State of Wisconsin Department of Natural Resources for its approval.

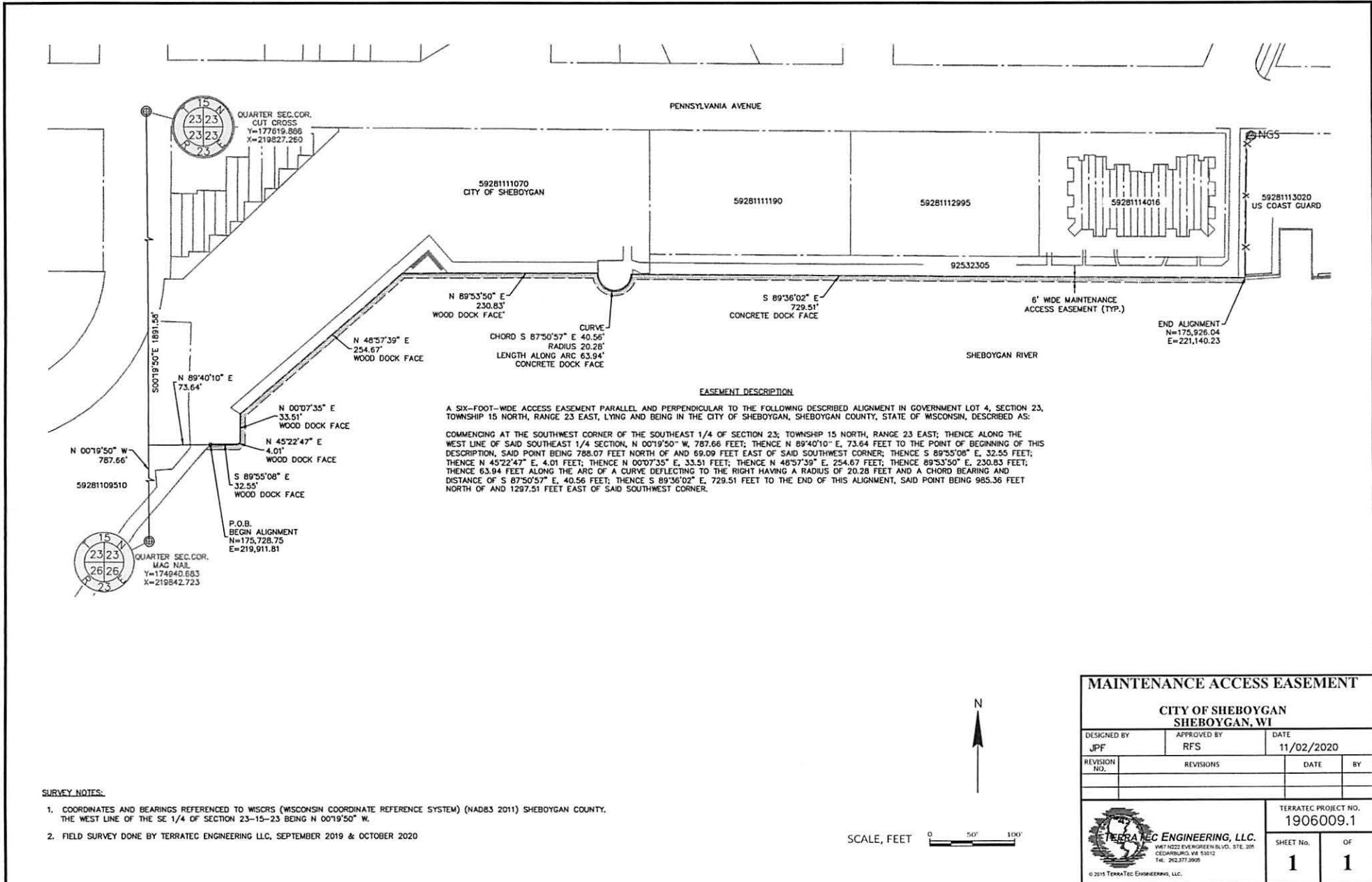
Section 3. This ordinance shall be effective upon passage and publication, and approval by the State of Wisconsin Department of Natural Resources.

Section 4. Upon approval by the Wisconsin Department of Natural Resources, the City Clerk shall deliver the map and this ordinance to the office of the Sheboygan County Register of Deeds for recording, and shall submit a copy of the map and this ordinance to be filed in the office of the Sheboygan County Clerk and with the office of the Department of Natural Resources, and shall include the map and the ordinance as part of section 1-4 of the supplement to the Municipal Code kept on file in the City Clerk's office pursuant to section 1-3 of the Code.



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



- SURVEY NOTES:**
- COORDINATES AND BEARINGS REFERENCED TO WISCRS (WISCONSIN COORDINATE REFERENCE SYSTEM) (NAD83 2011) SHEBOYGAN COUNTY. THE WEST LINE OF THE SE 1/4 OF SECTION 23-15-23 BEING N 00°19'50" W.
 - FIELD SURVEY DONE BY TERRATEC ENGINEERING LLC, SEPTEMBER 2019 & OCTOBER 2020

MAINTENANCE ACCESS EASEMENT			
CITY OF SHEBOYGAN SHEBOYGAN, WI			
DESIGNED BY JPF	APPROVED BY RFS	DATE 11/02/2020	
REVISION NO.	REVISIONS	DATE	BY
		TERRATEC PROJECT NO. 1906009.1	
<small>SCALE, FEET</small> 		SHEET No. 1	OF 1
<small> VMT 19222 EX-ENGINEER IN BLVD, STE. 209 CEDAR RAPIDS, IA 52402 TEL. 262.377.3920 © 2015 TERRATEC ENGINEERING, LLC. </small>			

VI

3.1

R. O. No. 101 - 20 - 21. By CITY PLAN COMMISSION. November 16, 2020.

Your commission to whom was referred Gen. Ord. No. 22-20-21 by Alderperson Phillips requesting an ordinance amendment to the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of property located at 1125 N. 13th Street from Class Employment to Class Community Mixed Use Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 10, 2020, and after due consideration, recommends adopting the General Ordinance.

*App
order*

CITY PLAN COMMISSION

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6.1

Gen. Ord. No. 22 - 20 - 21. By Alderperson Phillips. November 2, 2020.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1125 N. 13th Street from Class Employment to Class Community Mixed Use Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Employment to Class Community Mixed Use Classification:

Property located at 1125 N. 13th Street:

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD

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

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

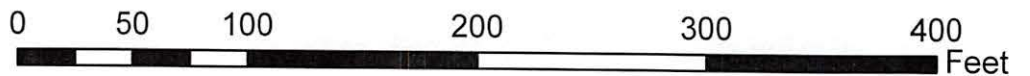
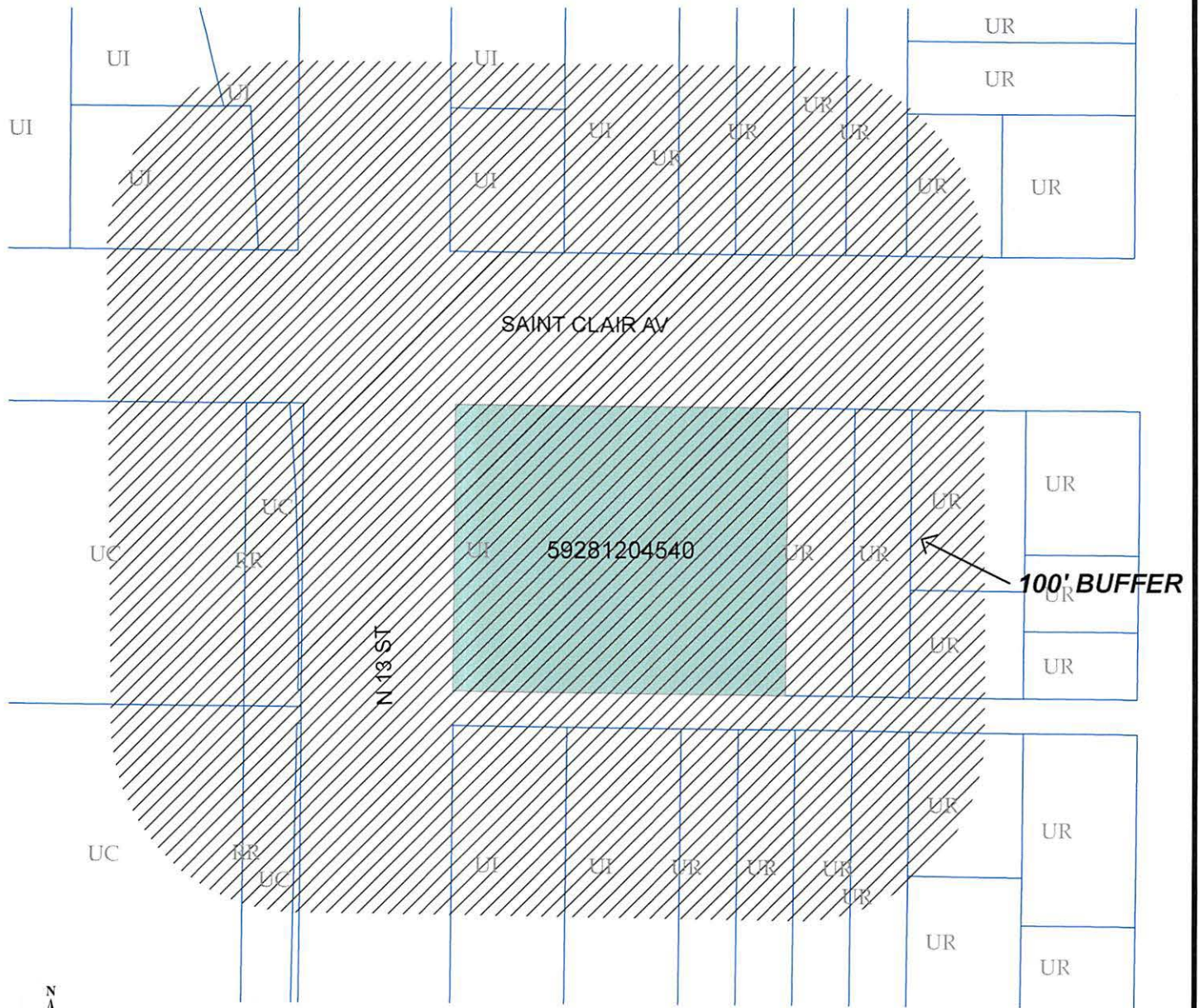
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT to COMMUNITY MIXED-USE

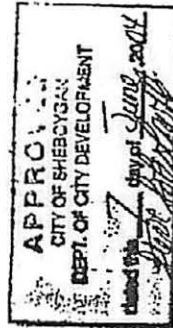
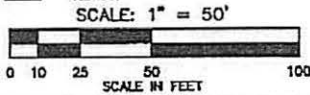
SECTION 22, T. 15 N, R. 23 E

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



1741485
 SHEBOYGAN COUNTY, WI
 RECORDED ON
 08/05/2004 02:44PM
 DARLENE J. NAVIS
 REGISTER OF DEEDS
 RECORDING FEE: 13.00
 TRANSFER FEE:
 STAFF ID 11
 TRANS # 47663
 # OF PAGES: 2

NORTH IS REFERENCED TO THE NORTH LINE OF BLOCK 80 ORIGINAL PLAT, CITY OF SHEBOYGAN, HAVING AN ASSUMED BEARING OF S 89°56'01" E.



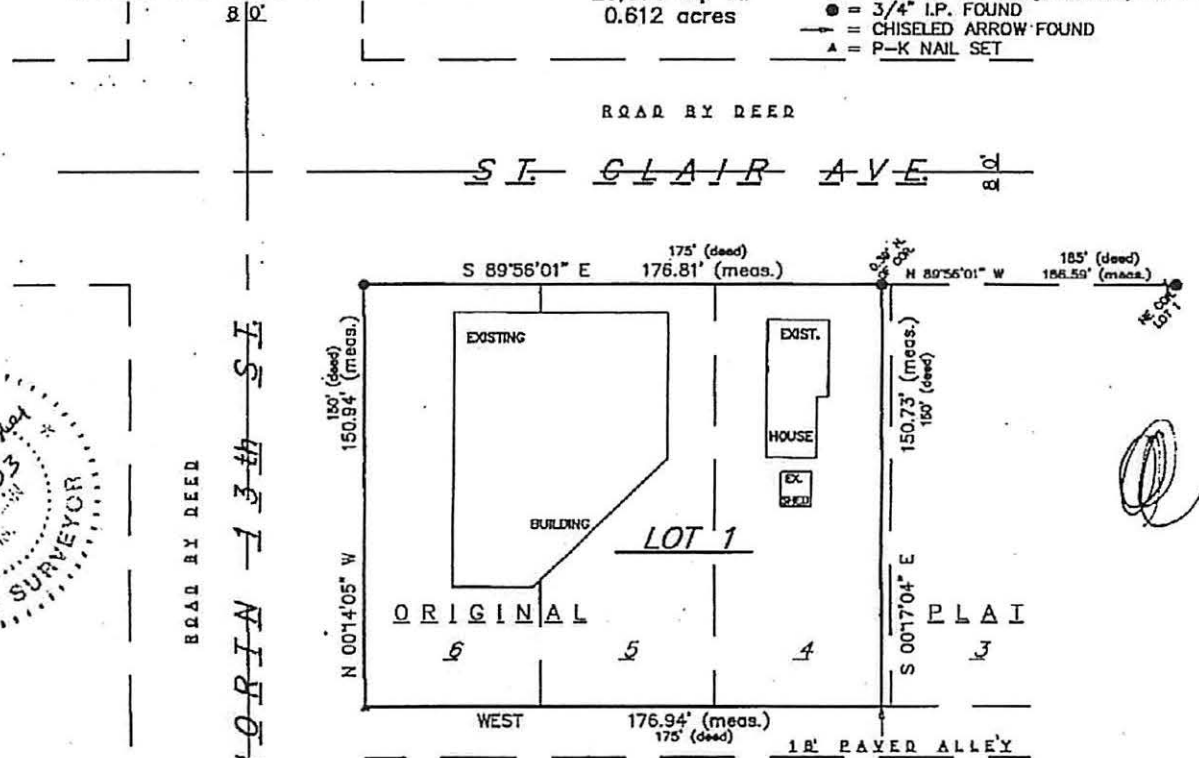
CERTIFIED SURVEY MAP
 OF
 THE WEST 55' OF LOT 4 AND LOTS 5 & 6, BLOCK 80, ORIGINAL PLAT
 SHEBOYGAN COUNTY, WISCONSIN

CITY OF SHEBOYGAN
 OWNER: REHABILITATION CENTER OF SHEBOYGAN
 ADDRESS: 1305 ST. CLAIR AVENUE & 1125 NORTH 13TH STREET
 SHEBOYGAN, WI 53081
 TAX PARCEL NOS: 204520 & 204540

TOTAL AREA
 26,679 sq. ft.
 0.612 acres

LEGEND

- = 1" x 24" I.P. SET (1.68 LBS./LIN. FT.)
- = 3/4" I.P. FOUND
- = CHISELED ARROW FOUND
- ▲ = P-K NAIL SET



ROAD BY DEED
 NORTH 13th ST

ROAD BY DEED

ST. CLAIR AVE

1 FT PAVED ALLEY

THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.

JOB NO. F-0727

SHEET 1 OF 2
 BOOK NO. 158, PAGE NOS. 158-159

AND E 1/4 22-15-23

II

3.2

R. O. No. 102 - 20 - 21. By CITY PLAN COMMISSION. November 16, 2020.

Your commission to whom was referred Gen. Ord. No. 23-20-21 by Alderperson Phillips and R. O. No. 94-20-21 by City Clerk requesting an ordinance amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1125 N. 13th Street from Class UI Urban Industrial to Class UC Urban Commercial Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 10, 2020, and after due consideration, recommends receiving and filing the R. O. and adopting the General Ordinance.

File over

CITY PLAN COMMISSION

~~X~~

6.2

Gen. Ord. No. 23 - 20 - 21. By Alderperson Phillips. November 2, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1125 N. 13th Street from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification:

Property located at 1125 N. 13th Street:

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD

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

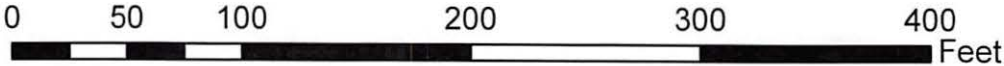
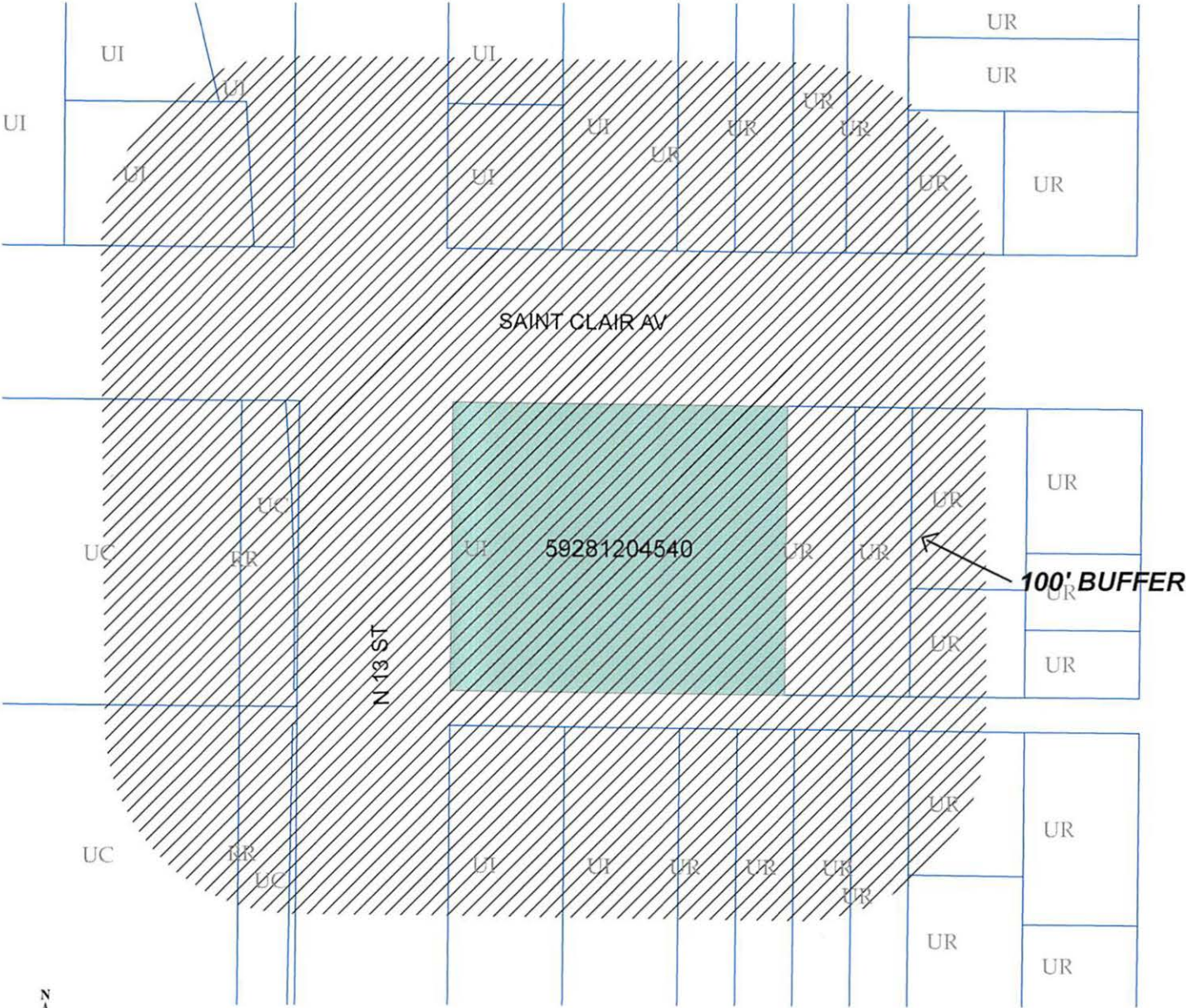
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) to URBAN COMMERCIAL (UC)
SECTION 22, T. 15 N, R. 23 E

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



1741485

SHEBOYGAN COUNTY, WI
RECORDED ON

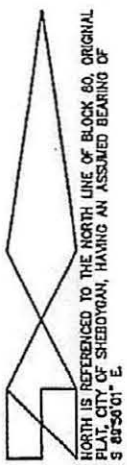
08/05/2004 02:44PM

DARLENE J. NAVIS
REGISTER OF DEEDS

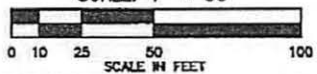
RECORDING FEE: 13.00
TRANSFER FEE:

STAFF ID 11
TRANS # 47663

OF PAGES: 2



SCALE: 1" = 50'



THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.

APPROVED
CITY OF SHEBOYGAN
DEPT. OF CITY DEVELOPMENT

David C. Hinze, Jr.
City of Sheboygan



ROAD BY DEED

N O R T H 1 3 t h S T

CERTIFIED SURVEY MAP
OF
THE WEST 55' OF LOT 4 AND LOTS 5 & 6, BLOCK 80, ORIGINAL PLAT
CITY OF SHEBOYGAN
OWNER: REHABILITATION CENTER OF SHEBOYGAN
ADDRESS: 1305 ST. CLAIR AVENUE & 1125 NORTH 13TH STREET
SHEBOYGAN, WI 53081
TAX PARCEL NOS. 204520 & 204540

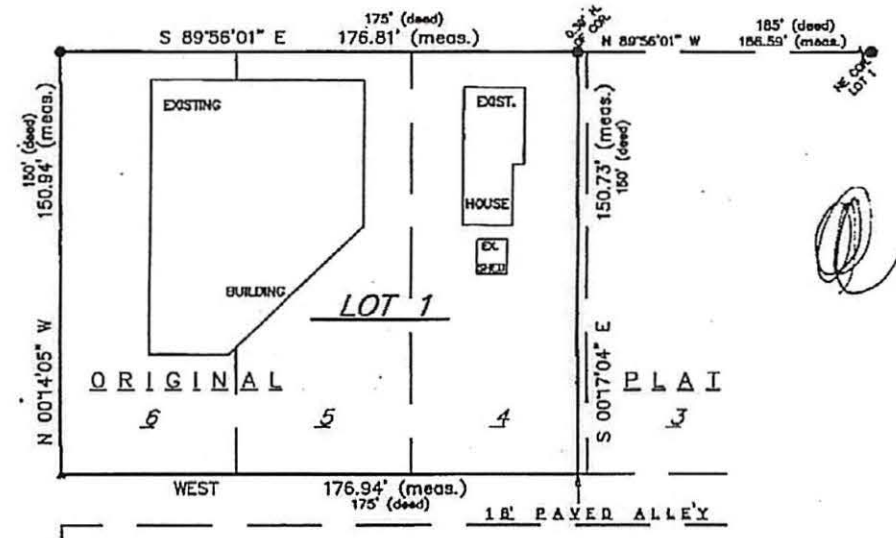
TOTAL AREA
26,679 sq. ft.
0.612 acres

LEGEND

- = 1" x 24" I.P. SET (1.68 LBS./LIN. FT.)
- = 3/4" I.P. FOUND
- = CHISELED ARROW FOUND
- ▲ = P-K NAIL SET

ROAD BY DEED

S T C L A I R A V E



JOB NO. F-0727

SHEET 1 OF 2

BOOK NO. 158, PAGE NOS. 158-159

made 1/4 22-15-23

II

R. O. No. 94 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting an application Elmendorf Properties, LLC for a change in the zoning classification of property located at 1125 N. 13th Street from Class UI Urban Industrial to Class UC Urban Commercial 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

APPLICANT: Elmendorf Properties, LLC

PHONE NO: 920-917-7104

ADDRESS: 215 Forest Road, Kohler, WI 53044 E-MAIL: JOHNOT@PROGBEG.COM

OWNER OF SITE: The Salvation Army

PHONE NO.: 920-458-3723

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1125 N 13th Street, Sheboygan, WI

LEGAL DESCRIPTION: ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD

PARCEL NO. 59281204540 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: URBAN INDUSTRIAL

PROPOSED ZONING DISTRICT CLASSIFICATION: URBAN COMMERCIAL

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Currently Vacant but previously used as a children's daycare and an outpatient OT, PT, ST Clinic Prior

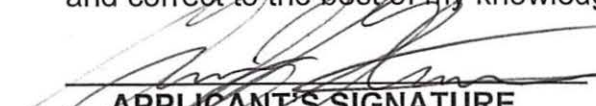
BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Outpatient OT, PT and ST Clinic

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

The development of this outpatient therapy program will increase the number of professional employers/employees in the area and allow us to redevelop a 30 year old facility into a property that can be professional and represent Sheboygan for an additional 30 years. The revitalization of this property will increase our ability to recruit additional professionals from outside the Sheboygan area and bring them to Sheboygan. The move is in-line with new community resources and increasing awareness of Professional Services closer to the Downtown Sheboygan area.

4. CERTIFICATE

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


APPLICANT'S SIGNATURE
CARY L. GARTMAN - REPRESENTING
JOHN ELMENDORF
PRINT ABOVE NAME

10/12/2020

DATE

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.

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? Increasing the professional services in the areas of this facility will go a long way in helping to protect public safety, comfort, convenience, and general welfare. As a certified rehabilitation agency Progressive Beginnings participates in city and county wide emergency preparedness and will be an active partner in the community.

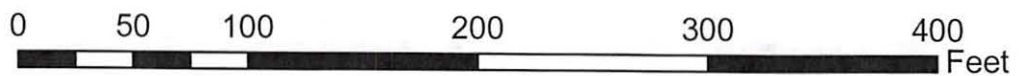
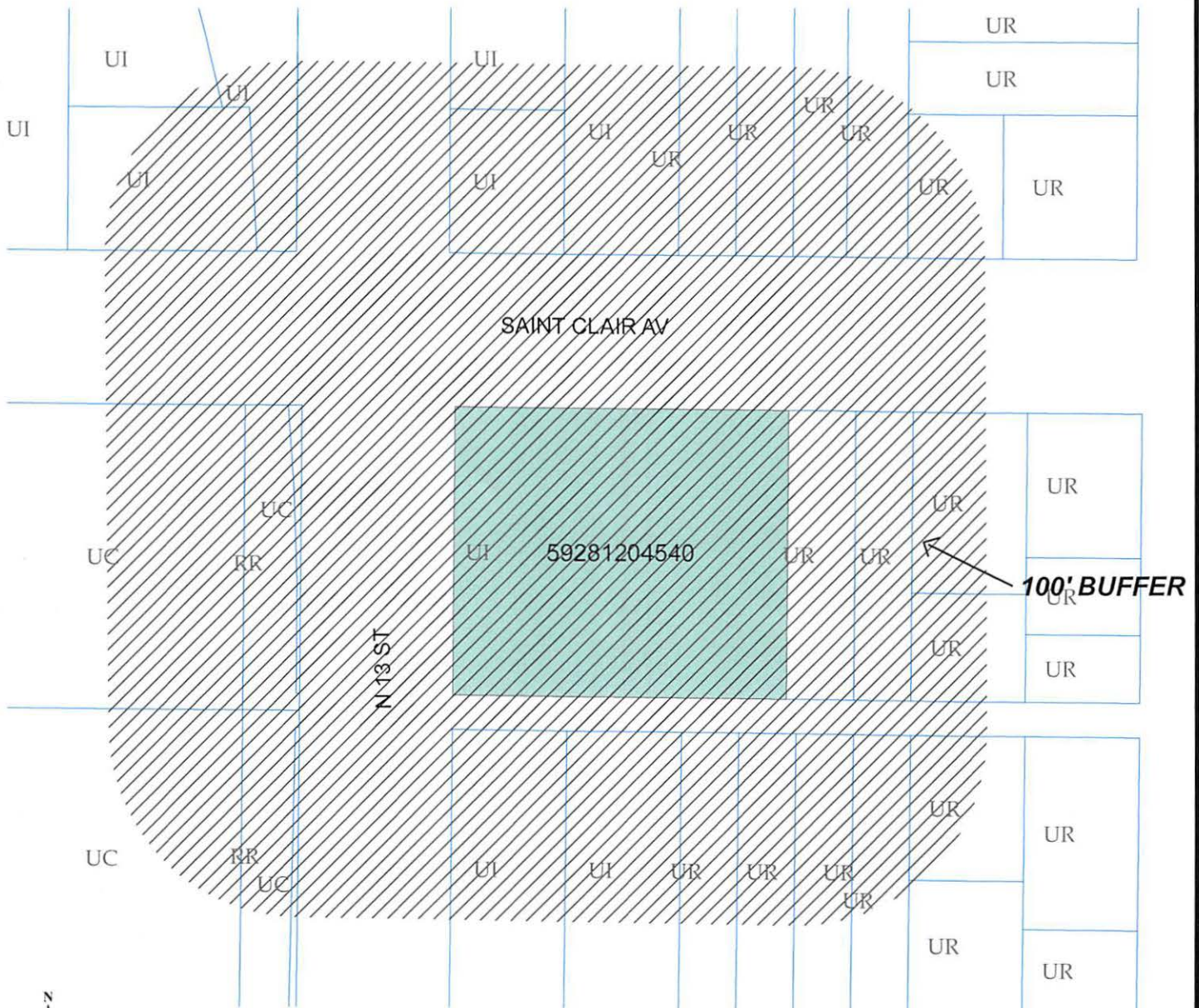
Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: The property for the last 30 years has been utilized more in a fashion representing Urban Commercial vs Urban Industrial. This change in zoning would bring the property into alignment with its intended utilization as a service facility. The proximity to a main road (Erie Ave and 14th St) are in alignment with a service facility location. The changing of the neighborhood with the addition of a school, playground and nearby park also adjoin with this rezoning need.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The proposed amendment would bring the zoning regulation in line with the way the property has been utilized for the last 30 years. Built in an original industrial area with RCS, this professional building was utilized for the delivery of professional services including Occupational, Physical and Speech Therapy Services. These are the same services we are looking to bring back to this same location.

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) to URBAN COMMERCIAL (UC)
SECTION 22, T. 15 N, R. 23 E

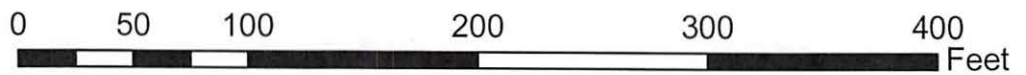
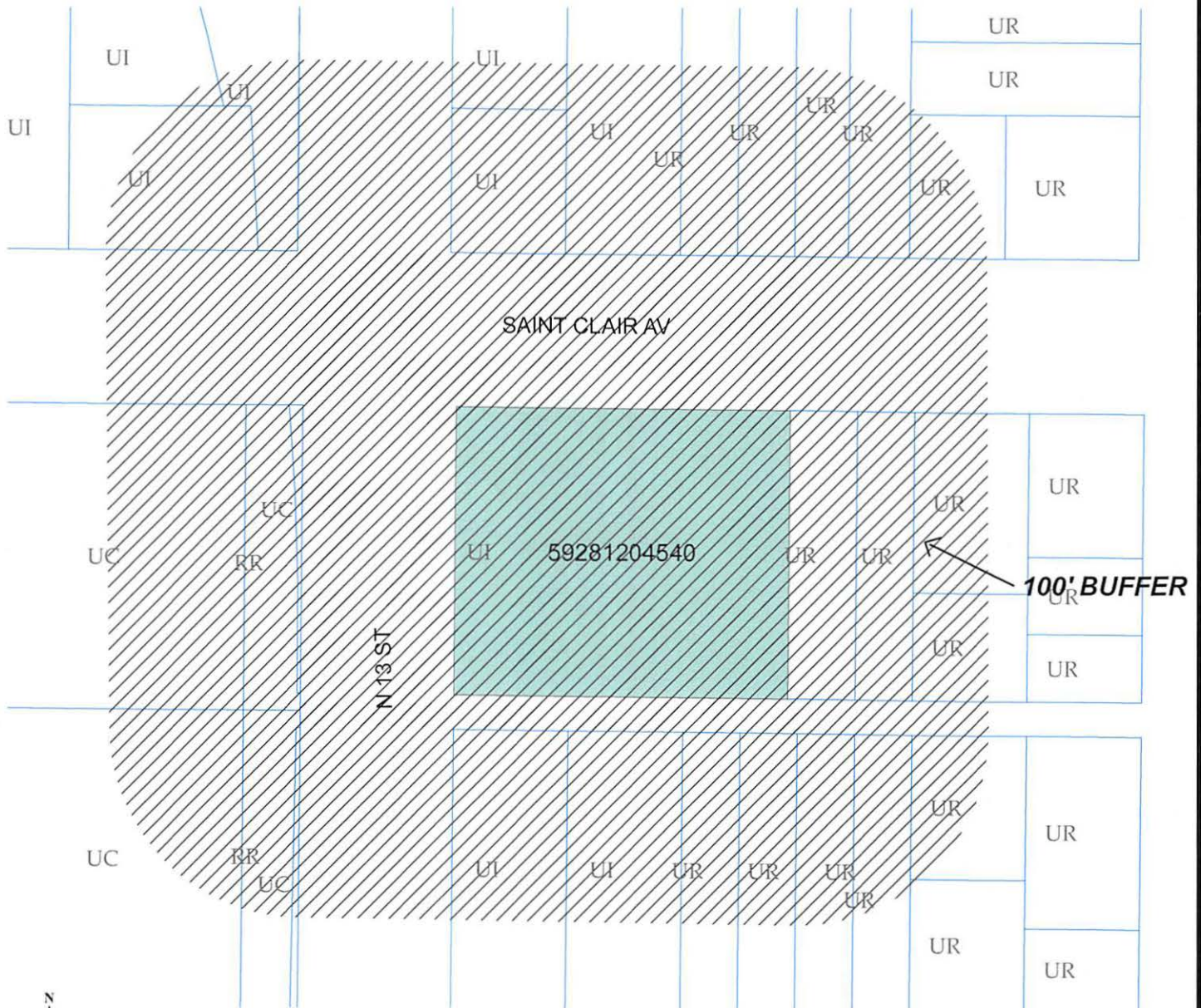
ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT to COMMUNITY MIXED-USE

SECTION 22, T. 15 N, R. 23 E

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



Authorization for Rezone Application

I, The Salvation Army (seller), authorize

Elmendorf Properties, LLC (buyer) to submit a rezone application for my property located on

1125 N 13th St, Sheboygan, WI 53081

(address of property buyer will operate from).

Jeanne LaMull 10/7/20
Name for The Salvation Army Date

ELMENDORF PROPERTIES, LLC

10/12/2020

Elmendorf Properties, LLC pending purchase and updating of current structure

Explanation / Justification for the Proposed Rezoning and Potential New Use of Property

Address:

**1125 N 13th Street
Sheboygan, WI 53081**

Prior Use of Facility:

- Outpatient Occupational, Physical and Speech Therapy Clinic through RCS and Rehab Resources
- Outpatient Services were provided as part of the Birth to Three Program as well as additional Pediatric Outpatient Therapy Programming.
- Daycare and Early Childhood Care through RCS
- Daycare and Childcare through Salvation Army

Proposed New Use of Property:

- Remodel/Update of current floor plan for potential lease to an Outpatient Occupational, Physical and Speech Therapy Clinic

We are looking to purchase the above listed property with the intent of updating and remodeling for continued use as a facility for pediatric services. The above listed facility was utilized for outpatient therapy services between 1989 and 2009/2010/ At that time the current therapy provider moved out of the location and RCS sold the location to the Salvation Army. The property was then slightly converted into a daycare by removing some of the interior walls and changing staff offices into larger daycare areas.

We are not looking to create a new use of the property but rather to return it to a property where Pediatric Therapy services may be provided. We are planning to clean up the location and the surrounding green space to allow the facility to be a better part of the changing community.

We have been made aware through our relationship with Quasius Construction that the property must be rezoned from Urban Industrial to Urban Commercial. We are hopeful that the city will assist us in growing our business by granting the rezoning request. In these exceedingly difficult times of COVID-19 and multiple business closures and shutdowns we are hoping to push forward to create new opportunities for Sheboygan and Sheboygan County.

The rezoning and future remodeling of this property would allow a company such as Progressive Beginnings the opportunity to continue and grow in Sheboygan. Progressive Beginnings founded in 1999 by John and Nichole Elmendorf started with 2 employees and has

grown to 10 employees in the Sheboygan location as well as the creation of 2 satellite locations in Delavan and Merrill, WI.

The next step is growth within Sheboygan. We were unable to realize our dreams of building a location in the Industrial park some 10 years ago but feel this location would offer us the opportunity to grow our practice within Sheboygan in 2020 and beyond. The first step is the granting and approval of the rezoning request to allow Elmendorf Properties the ability to purchase the location.

This purchase will help the city and its continued development in many ways. First, it brings a property onto the Tax Ledger after being Tax Exempt for 30 years. Second, it will allow for the property to be cleaned up and streamlined so that it does not become an eye sore with overgrowth and crumbling asphalt. Lastly, it assists a business that was founded in Sheboygan to continue and grow within Sheboygan.

We look forward to working with you all to have this project approved and completed within Sheboygan.

Respectfully,

John Elmendorf
Elmendorf Properties, LLC
Progressive Beginnings, LLC
(920)917-7104

Elmendorf Properties, LLC
215 Forest Road
Kohler, WI 53044

Progressive Beginnings, LLC
2131 S Business Drive
Sheboygan, WI 53081



COVID-19

ABOUT US

OUTPATIENT SERVICES

ASSISTED/INDEPENDENT LIVING

More

OUR PRACTICE



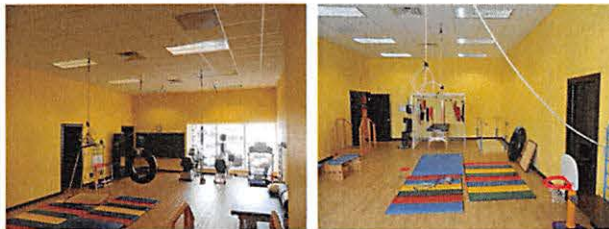
Our Practice

Our team at Progressive Beginnings is an energetic, dedicated, and passionate team comprised of people who are ready to support you and/or your child along the therapeutic journey. Our team is comprised of Occupational and Physical Therapists.

In Sheboygan, *we specialize in treating patients with chronic pain and pediatric patients. We offer the only warm water aquatic therapy pool in Sheboygan County.* We will start with the approach of understanding the unique situation and goals of each adult or child and will work with you to achieve optimal well being. We have the knowledge, skill, service, equipment, and unique modalities to offer you a one of a kind therapeutic experience in Sheboygan County.

In Delavan and Merrill, *we provide in house therapy for patients living in an Assisted Living and/or onsite therapy in community based living.* Our therapists' goals are to improve pain, increase range of motion and strength, improve balance and mobility, as well as restore a resident's ability to complete activities of daily living.

Our Gym- Sheboygan



Our Pool- Sheboygan



Latest Clinic News:

We're hiring! We are searching for a PT and an OT to join our team! Contact us for details!

Feb 5, 2020

Join our young although experienced and knowledgeable team that offers unlimited opportunity for growth, we could be your perfect fit!

Are you an independent worker that can make decisions and adjust to the many changes that happen in the health care market place? Do you want to dabble in private practice with the support of a group of experienced therapists?

With Progressive Beginnings, LLC you will set your own schedule giving you the flexibility you would like. You will manage your schedule and your day. Your earning potential is based upon your work ethic and drive! Be a part of our great team of growing therapy professionals!

Please contact: Jessica Oakland, PT, DPT at jessicaot@progbeg.com to inquire about details!

Exercise in water can help reduce chronic pain.

Dec 13, 2019

Exercise in water utilizes several principles and has a number of benefits that will speed recovery, boost your muscle performance, and help to reduce pain. By using equipment such as water paddles or noodles, the therapist can create gentle currents aimed at specific areas of the body, helping to improve problem areas.

Autism in children.

May 7, 2019

Autism is a spectrum of related disorders having a shared core of signs and symptoms. All kids on the spectrum have difficulties with (1) communicating non-verbally and verbally, (2) relating to the world around and to others, (3) behaving and thinking flexibly. Looking for resources? We can help support your family



COVID-19

ADULTS

OUTPATIENT SERVICES

ASSISTED/INDEPENDENT LIVING

More

OUR SERVICES



Services We Offer:

Offering a wide range of patient services:

- Occupational Therapy
- Physical Therapy
- Speech Therapy (coming soon)
- Aquatic Therapy
- Wheelchair Assessments
- **Habilitation:** To help a person learn, keep, or improve skills and functional abilities that they may not be developing normally. This could be referring to children or young adults with varying levels of developmental disabilities. We are here to help!
- **Rehabilitation:** To restore, improve, or maintain physical strength, cognition, and mobility with maximized results. Rehabilitation helps people gain greater independence after illness, injury or surgery.

New Patient?

Download our intake forms



ADULT



PEDIATRIC



Useful Links:

General Information

- Waisman Center
- Sheboygan Early Learning Center
- Chronic Pain, Explained
- Get PT 1st



Progressive Beginnings, LLC
 2131 S Business Drive
 Sheboygan, WI 53081



We are searching for a PT, OT and SLP for our new Merrill location! PRN SLP needed for Delavan! Contact us for details!



Make an Appointment

Assisted/ Independent Living

Partnering with Progressive Beginnings gives your ALF:

- Onsite physical, occupational and speech therapy
- Residents that stay healthy and independent longer
- The best care to allow greater independence
- Better Length of Stay and a boost to your bottom line
- Collaboration between resident, staff and therapist
- Cyclical care to your patients to be able to improve pain, range of motion and strength, improve balance and mobility.
- Control over the people within your facility



AS PARTNERS, WE ARE STRONGER TOGETHER

Physical therapy with Progressive Beginnings isn't only for injuries, but can be an intervention that improves strength and mobility for an overall improved quality of life.

Progressive Beginnings' *Occupational Therapy* promotes increasing ADLs/IADLs and advanced participation within the community. Recommendations can also be made to have home adaptations and modifications to maximize independence and safety.



It's easy to get started. Call John at 920-917-7104 or drop and email to johnot@progbeg.com. He will answer all your questions and together we will determine the best way to move forward.

NEED MORE INFORMATION?

COLLABORATIONS



A 70-bed assisted living facility
 Delavan, WI



WESTSHIRE
 AT THE LAKES

Independent Living with 123 ranches & 82 apartments
 Delavan, WI



12 Acres with over 68,000 square feet of living spaces in
 Merrill, WI

Progressive Beginnings, LLC
 2131 S Business Drive
 Sheboygan, WI 53081



We are searching for a PT, OT and SLP for our new Merrill location! PRN SLP needed for Delavan! Contact us for details!



Make an Appointment

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 201342

License No: 0000

Date: 10/16/2020

Received By: MKC

Received From: QUASIUS

Memo:

Method of Payment: \$200.00 Check No. 114009

Total Received: \$200.00

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

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

II

Other Matters

R. O. No. 112 - 20 - 21. By CITY CLERK. December 7, 2020.

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>
3419	Anderson, Zenith E.	1224 N. 27 th Street
7095	Forward, Tiffany M.	1415 S. 21 st Street
3418	Gilipsky, Maria	1241 Bluff Avenue
3423	Holtz, Ashley R.	1805 S. 8 th Street
3416	Howe, Carol J.	185 E. 9 th Street, Fond du Lac
3420	Kamin, Donald W.	2433 N. 23 rd Street
1824	Krause, Jessica A.	1931 N. 9 th Street
3424	Lopez, Elizabeth	418 New York Avenue
9465	Lyon, Rebecca L.	722 Swift Avenue
3417	Neils, Janette S.	2725 Michigan Avenue
4445	Rabideaux, Deana	2215 N. 29 th Street
3421	Schmitz, Kayla M.	1926 S. 14 th Street
1839	Schuricht, Pamela L.	80 Dewey Street. Apt. F
3425	Simonelli, Hanna N.	629 Alabama Avenue
0612	Vanderweele, Brandon T.	3605 Sheridan Avenue #H9

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3101	Alan Vodicka Massage and Energy	1327 N. 8 th Street
3308	Aurelia Massage Therapy	4027 S. Business Drive
2727	Bonjour Massage LLC	1327 N. 8 th Street
3311	Breiter Beginnings LLC	707 N. 8 th Street #204
2180	Donna Grady	809 N. 8 th Street #220
3424	Fuzion Skin Spa	2829 N. 15 th Street
2044	Groove Salon	1227 N. 8 th Street
2871	Hands in Motion	4027 S. Business Drive
1205	Jomaji Salon and Spa	682 South Pier Drive
2804	Reflections Spa	725 Blue Harbor Drive
3439	Room to Breathe Massage & Wellness	1106 Michigan Avenue
3372	Sheboygan Massage	841 Riverfront Drive
3300	Soli Muscular Therapy	604 Michigan Avenue
3302	Tangerine Salon LLC	1213 Superior Avenue

LHPS

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi	1937 S. Business Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3422	Lair, David P.	2102 Superior Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2428	Flunker, Angela S.	3616 Larkspar Way
1639	Montes Aguirre, Victor	1301 S. 7 th Street
2996	Peters, Steven A.	1909 N. 23 rd Street
2773	Rango, Todd B.	1523 N. 37 th Street Apt. I12
4270	Swita, Jeffrey A.	16820 CTH M, Cleveland
9814	Torres Maldonado, Silvestre	1833 N. 20 th Street