

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



September 2, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Gerald Jones (Independent) to be considered for appointment to the Board of Police & Fire Commissioners to fill the unexpired term of Henry Jung whose term expires on 04/21/2025.

MICHAEL J. VANDERSTEEN, MAYOR

*Answer*

MAYOR'S OFFICE

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081

920-459-3317  
sheboyganwi.gov



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Gerald Jones

Employment History:

Merrill Lynch, Financial Advisor

Dates Employed: June 2011 – Present

Johnson Bank, Wealth Management

Dates Employed: September 2007 – December 2010

US Bank, Commercial Lender

Dates Employed: January 1993 – September 2007

City Committee Experience:

Architectural Review Board

Dates served: April 2010 – Present

Board of Marina, Park, & Forestry Commissioners

Dates served: April 2011 – Present

Capital Improvements Commission

Dates served: April 2010 – Present

City Plan Commission

Dates served: April 2009 – Present

Volunteer Experience:

Junior Achievement of Wisconsin, Board Member for Sheboygan County

Dates volunteered: September 1986 – Present

United Way, Board Member for the Sheboygan/Plymouth United Way

Dates volunteered: June 2007 – Present

Sheboygan Public Education Foundation, President

Dates volunteered: September 2006 – Present

Education:

Heidelberg University, BS Economics

Dates attended: 1982 – 1986

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II

R. O. No. \_\_\_\_\_ - 20 - 21. By BOARD OF WATER COMMISSIONERS.  
September 8, 2020.

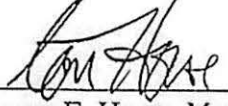
To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners, hereby, transmits a copy of the 2021 Water Utility Budget and 2021-2026 Capital Improvement Plan (CIP) for the Sheboygan Water Utility.

BOARD OF WATER COMMISSIONERS

  
\_\_\_\_\_  
Gerald R. Van De Kreeke, President

  
\_\_\_\_\_  
Mark J. Smith, Secretary

  
\_\_\_\_\_  
Thomas E. Howe, Member

Attachments

# **2021 Sheboygan Water Utility Budget**

(Board approved August 17, 2020)

Sheboygan Board of Water Commissioners

72 Park Avenue

Sheboygan, WI 53081

WI PSC Utility No. 5370



**Sheboygan Board of Water Commissioners**

Sheboygan Water Utility  
 WI PSC Utility No. 5370  
 72 Park Avenue  
 Sheboygan, Wisconsin

**2021 Budget**

Budget provides for annual investment of **\$11,046,359** in all phases of Water Utility operations.

**Revenues**

Budgeted annual revenue total for 2021	<b><u>\$9,238,246</u></b>
Estimated annual revenue total as of December 31, 2020	<b><u>\$8,363,200</u></b> (1)
Projected revenues for 2021 expected to increase (decrease)	<b><u>\$875,046</u></b>

**Expenditures**

	Estimated 2020	Budget 2020	Budget 2021	Budget Increase (Decrease)	Percent Change
<b><u>Expenditure by Classification</u></b>					
Labor	\$1,708,849	\$1,674,598	<b>\$1,757,019</b>	\$82,421	4.92%
Source of supply expenses	\$10,000	\$18,000	<b>\$18,000</b>	\$0	0.00%
Pumping expenses	\$502,683	\$591,220	<b>\$594,120</b>	\$2,900	0.49%
Water treatment expenses	\$726,396	\$786,000	<b>\$796,000</b>	\$10,000	1.27%
Transmission & distribution expenses	\$892,387	\$1,100,500	<b>\$415,500</b>	-\$685,000	-62.24% (3)
Customer accounts expenses	\$60,230	\$68,800	<b>\$71,800</b>	\$3,000	4.36%
Administrative & general expenses	\$1,220,877	\$1,496,000	<b>\$1,686,900</b>	\$190,900	12.76% (4)
Taxes	\$1,347,372	\$1,302,500	<b>\$1,413,517</b>	\$111,017	8.52%
Capital outlay	\$2,378,441 (2)	\$3,685,000	<b>\$3,973,903</b>	\$288,903	7.84%
Interest expense on bonds	\$325,907	\$308,362	<b>\$319,600</b>	\$11,238	<u>3.64%</u>
<b><u>Totals</u></b>	<b><u>\$9,173,141</u></b>	<b><u>\$11,030,980</u></b>	<b><u>\$11,046,359</u></b>	<b><u>\$15,379</u></b>	<b>0.14%</b>

- 1) Rate increase authorized by WI PSC anticipated in fall 2020 (delayed due to covid and LSL program)
- 2) Decrease because of capital project delays due to Covid-19 pandemic.
- 3) Decrease due to Georgia Ave standpipe painting project in 2020
- 4) Increase due to health insurance costs and new private lead service line replacement program (\$430,000)

Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers.



**CASH AND BUDGET SUMMARY**  
2021

<u>REVENUES</u>	Budget <u>2020</u>	Estimate <u>2020</u>	Budget <u>2021</u>
<u>Cash Balance January 1 (including bond reserves)</u>	<u>\$8,266,865</u>	<u>\$9,425,185 (1)</u>	<u>\$10,742,988</u>
 <u>Current Revenues</u>			
Total sales of water	\$7,096,891	\$6,383,736	\$6,813,600
Other operating revenues (other sales)	\$2,054,917	\$1,816,124	\$1,960,646
Non-operating revenues (rent, interest, WDNR lead grants)	\$139,000	\$163,340	\$439,000
Contributions in aid of construction	<u>\$25,000</u>	<u>\$0</u>	<u>\$25,000</u>
 Total current revenues	 <u>\$9,315,808</u>	 <u>\$8,363,200</u>	 <u>\$9,238,246</u>
 Total reserves available	 <u>\$17,582,673</u>	 <u>\$17,788,385</u>	 <u>\$19,981,234</u>
 <u>EXPENDITURES</u>			
<u>Operation &amp; Maintenance</u>			
Source of supply	\$19,500	\$11,500	\$19,500
Pumping	\$801,340	\$729,079	\$827,308
Water treatment	\$1,290,419	\$1,247,279	\$1,333,680
Transmission & distribution maintenance	\$1,617,215	\$1,415,490	\$950,077 (4)
Customer accounts	\$286,800	\$257,900	\$275,400
Taxes	\$1,302,500	\$1,347,372	\$1,413,517
Administrative & general (not including LSL grants)	<u>\$1,269,845</u>	<u>\$1,269,375</u>	<u>\$1,483,374</u>
 Total operation & maintenance expenses	 <u>\$6,587,618</u>	 <u>\$6,277,996</u>	 <u>\$6,302,856</u>
 <u>Other Expenditures</u>			
Capital outlay	\$3,685,000	\$2,378,441	\$3,973,903
Safe Drinking Water Loan proceeds	\$0	\$0	\$0
Proceeds from bond issue	\$0	-\$3,100,000 (2)	\$0
Debt service (including principal and interest)	\$1,320,618	\$1,338,163	\$1,354,464
Non-operating grant expense (including WDNR and SWU LSL grants)	\$430,000	\$150,797	\$450,000 (3)
 Total other expenditures	 <u>\$5,435,618</u>	 <u>\$767,401</u>	 <u>\$5,778,367</u>
 Total expenditures	 <u>\$12,023,237</u>	 <u>\$7,045,397</u>	 <u>\$12,081,223</u>
 <u>Cash &amp; Receivables Balance -December 31</u>	 <u>\$5,559,436</u>	 <u>\$10,742,988</u>	 <u>\$7,900,010</u>
(Total reserves - Total expenditures)			

- 1) Cash reported is actual Jan 1, 2020.
- 2) 2020 BAN used for engineering costs on raw water improvements project.
- 3) Anticipated \$320k WDNR LSL grant
- 4) Decrease due to water tower painting projects in prior years.



**STATEMENT OF ESTIMATED REVENUES**

**2021**

<u>REVENUE SOURCE</u>	Actual <u>2019</u>	Budget <u>2020</u>	Estimate <u>2020</u>	Budget <u>2021</u>
<u>Metered Sales to General Customers (approx. 4,900 million gallons)</u>				
Residential	\$2,270,882	\$2,247,000	\$2,386,184	\$2,553,217
Multi-family	\$260,100	\$224,700	\$300,932	\$305,000
Commercial	\$549,061	\$535,000	\$564,270	\$603,769
Industrial	\$3,803,061	\$4,090,191	\$3,132,350	\$3,351,614
Totals	<u>\$6,883,104</u>	<u>\$7,096,891</u>	<u>\$6,383,736</u>	<u>\$6,813,600</u>
<u>Other Sales to Water Customers</u>				
Private fire protection	\$108,902	\$114,947	\$66,395	\$71,043
Public fire protection (% inc Falls & Kohler)	\$902,709	\$904,150	\$911,799	\$975,625
Sales to public authorities	\$110,428	\$111,280	\$94,296	\$100,897
Sales to Sheboygan Falls & Kohler	\$732,679	\$834,600	\$692,833	\$741,331
Totals	<u>\$1,854,717</u>	<u>\$1,964,977</u>	<u>\$1,765,323</u>	<u>\$1,888,896</u>
<u>Other Revenues</u>				
Late payment charges	\$49,731	\$44,940	\$25,000 (4)	\$26,750
Miscellaneous sales	\$29,898	\$45,000	\$25,801	\$45,000
Rental income from Georgia Ave	\$23,486	\$24,000	\$24,674	\$24,000
Billing & collecting charge to City	\$61,501 (2)	\$45,000	\$48,000	\$45,000
Grant revenues - restricted (other billing & collecting costs accounted for by expense reduction)	\$92,024	\$20,000	\$40,000	\$320,000 (1)
Totals	<u>\$256,641</u>	<u>\$178,940</u>	<u>\$163,475</u>	<u>\$460,750</u>
<b>Total Revenues</b>	<u><u>\$8,994,461</u></u>	<u><u>\$9,240,808</u></u>	<u><u>\$8,312,534</u></u>	<u><u>\$9,163,246</u></u>
<u>Other Income</u>				
Interest	\$75,112	\$50,000	\$50,666	\$50,000
Contributions in aid of construction (including private laterals)	\$1,541,118 (3)	\$25,000	\$0	\$25,000
Totals	<u>\$1,616,229</u>	<u>\$75,000</u>	<u>\$50,666</u>	<u>\$75,000</u>
<b>REVENUES</b>	<u><u><u>\$10,610,690</u></u></u>	<u><u><u>\$9,315,808</u></u></u>	<u><u><u>\$8,363,200</u></u></u>	<u><u><u>\$9,238,246</u></u></u>

- 1) WDNR LSL grants
- 2) One-time credit due to error in cost-sharing of Digger's Hotline locating charges.
- 3) Includes Southpointe Enterprise campus potable water infrastructure cost of \$1.54M
- 4) Late fees waived for several months due to Covid-19



**OPERATION AND MAINTENANCE EXPENSES**  
2021

<u>Source of Supply Expenses</u>	Actual 2019	Budget 2020	Estimate 2020	Budget 2021
<u>Operations</u>				
Labor	\$0	\$500	\$500	\$500
<u>Maintenance</u>				
Labor	\$0	\$1,000	\$1,000	\$1,000
Intakes	\$10,598	\$18,000	\$10,000	\$18,000
<b>Totals</b>	<b>\$10,598</b>	<b>\$19,500</b>	<b>\$11,500</b>	<b>\$19,500</b>
 <u>Pumping Expenses</u>				
<u>Operations</u>				
Labor	\$50,271	\$40,120	\$44,685	\$46,025
Electricity & natural gas	\$475,224	\$500,000	\$420,000	\$500,000
Pumping equipment	\$0	\$3,120	\$0	\$3,120
Miscellaneous	\$26,120	\$25,800	\$24,000	\$27,000
Utilities	\$38,537	\$42,300	\$38,683	\$44,000
<u>Maintenance</u>				
Labor	\$166,302	\$170,000	\$181,712	\$187,163
Pumping equipment	\$28,663	\$17,000	\$17,000	\$17,000
Structures	\$5,119	\$3,000	\$3,000	\$3,000
<b>Totals</b>	<b>\$790,236</b>	<b>\$801,340</b>	<b>\$729,079</b>	<b>\$827,308</b>
 <u>Water Treatment Expenses</u>				
<u>Operations</u>				
Labor	\$460,438	\$426,419	\$461,825	\$475,680
Water treatment equipment	\$316,733	\$380,000 (1)	\$380,396	\$390,000
Chemicals	\$249,225	\$275,000	\$250,000	\$275,000
Miscellaneous	\$4,144	\$55,000	\$25,000	\$55,000
Utilities	\$13,922	\$21,000	\$21,000	\$21,000
<u>Maintenance</u>				
Labor	\$53,990	\$78,000	\$59,058	\$62,000
Water treatment equipment	\$27,683	\$30,000	\$25,000	\$30,000
Structures	\$21,222	\$25,000	\$25,000	\$25,000
<b>Totals</b>	<b>\$1,147,357</b>	<b>\$1,290,419</b>	<b>\$1,247,279</b>	<b>\$1,333,680</b>

1) Includes sludge disposal charges to WWTP (\$60k) and contractor (\$200k) along with maintenance, lab equipment



**OPERATION AND MAINTENANCE EXPENSES**  
2021

	Actual	Budget	Estimate	Budget
	2019	2020	2020	2021
<b><u>Transmission &amp; Distribution Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$286,951	\$257,110	\$295,366	\$297,577
Reservoirs & standpipes	\$15,313	\$17,000	\$17,000	\$17,000
Mains & hydrants	\$23,774	\$15,000	\$15,000	\$15,000
Meters	\$2,842	\$40,000	\$40,000	\$40,000
Customer services	\$119,847	\$110,000	\$75,000	\$120,000
Miscellaneous	\$28,412	\$40,000	\$41,212	\$40,000
Utilities	\$24,215	\$16,000	\$20,675	\$22,000
<b><u>Maintenance</u></b>				
Labor	\$239,404	\$259,605	\$227,738	\$237,000
Structures & improvements	\$5,558	\$9,000	\$7,000	\$9,000
Reservoirs & standpipes	\$567,023 (1)	\$705,000 (3)	\$575,000	\$20,000
Mains	\$108,249	\$90,000	\$60,000	\$95,000
Meters	\$2,132	\$3,500	\$6,500	\$6,500
Hydrants	\$25,253	\$50,000	\$30,000	\$26,000 (4)
Customer Services	\$1,858	\$5,000	\$5,000	\$5,000
	<b><u>Totals</u></b>	<b><u>\$1,450,831</u></b>	<b><u>\$1,617,215</u></b>	<b><u>\$1,415,490</u></b>
<b><u>Customer Accounts Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$170,685	\$218,000	\$197,670	\$203,600
Meter reading	\$6,640	\$4,000	\$4,000	\$4,000
Billing & collecting	\$55,647	\$37,000	\$30,000	\$40,000
Uncollectible accounts	\$4,998	\$8,000	\$8,000	\$8,000
Utilities	\$718	\$800	\$645	\$800
Postage	\$13,806	\$19,000	\$17,584	\$19,000
	<b><u>Totals</u></b>	<b><u>\$252,495</u></b>	<b><u>\$286,800</u></b>	<b><u>\$257,900</u></b>
<b><u>Taxes</u></b>				
Local & school (property tax equivalency paid to City)	\$1,124,163	\$1,170,000	\$1,217,372	\$1,278,517
Payroll	\$121,189	\$122,500	\$120,000	\$125,000
P.S.C. remainder assessment (mandatory fee to state regulator)	\$9,445	\$10,000	\$10,000	\$10,000
	<b><u>Totals</u></b>	<b><u>\$1,254,797</u></b>	<b><u>\$1,302,500</u></b>	<b><u>\$1,347,372</u></b>
<b><u>Interest Expense Long Term Debt</u></b>				
Expense (bonds, SDW loans, unfunded pension)	<b><u>Totals</u></b>	<b><u>\$337,471</u></b>	<b><u>\$308,362</u></b>	<b><u>\$325,907</u></b>
		<b><u>\$319,600 (2)</u></b>		

1) Includes \$554,243 for stripping and painting the Behrens Parkway water tower

2) Bonds: 2013, 2016, 2018; SDW loans: 2004, 2015. BAN: 2020.

3) Includes \$700,000 for stripping and painting the 2.0 MG Georgia Ave. standpipe

4) Includes \$20,000 for stripping and painting 200 fire hydrants



**OPERATION AND MAINTENANCE EXPENSES**

2021

	Actual 2019	Budget 2020	Estimate 2020	Budget 2021
<b><u>Administrative &amp; General Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$214,355	\$223,845	\$239,295	\$246,474
Office supplies	\$10,305	\$12,000	\$12,000	\$12,000
Utilities	\$3,900	\$4,000	\$2,522	\$4,000
Outside services & lawyers (cross connection, health ins. review)	\$11,842	\$70,000	\$42,575	\$82,000
Auditors	\$9,888	\$26,000	\$12,000	\$13,000
<b><u>Property Insurance</u></b>				
Property and contractors' equipment	\$35,865	\$40,000	\$32,000	\$35,000
Auto	\$6,415	\$7,000	\$7,000	\$7,000
Crime	\$958	\$1,000	\$939	\$1,000
<b><u>Injuries &amp; Damage Insurance</u></b>				
Workmen's Comp	\$16,534	\$35,000	\$15,976	\$35,000
General liability, public officials, umbrella	\$24,597	\$28,000	\$26,280	\$30,000
<b><u>Other Expenses</u></b>				
Hospitalization (actual claims inc prescip, TPA, reduced by emp contribs)	\$642,951	\$630,000	\$620,000	\$704,900 (2)
Retirement	\$256,327 (1)	\$101,000	\$212,000	\$221,000
Life	\$4,711	\$4,000	\$4,416	\$4,000
Regulatory commission expense	\$18,181	\$30,000	\$8,000	\$30,000
Miscellaneous & administrative expense	\$43,610	\$45,000	\$25,000	\$45,000
Non-operating grant expense (WDNR grants)	\$92,024	\$20,000	\$40,000	\$320,000 (4)
Private lead service line (LSL) replacement (SWU grants and loans)	\$0	\$430,000	\$150,797 (3)	\$130,000 (4)
<b><u>Maintenance</u></b>				
Office equipment maintenance	\$1,750	\$1,000	\$1,000	\$1,000
Office facilities maintenance	\$9,451	\$12,000	\$8,371	\$12,000
<b>Totals</b>	<b>\$1,403,665</b>	<b>\$1,719,845</b>	<b>\$1,460,172</b>	<b>\$1,933,374</b>
<b>EXPENDITURES (NOT INCLUDING CAPITAL) Grand Totals</b>	<b>\$6,647,451</b>	<b>\$7,345,980</b>	<b>\$6,794,700</b>	<b>\$7,072,456</b>

1) Increase due to GASB 75 for unfunded pension liability.

2) Utility is self-insured; annual costs vary depending on actual claims.

3) Includes SWU grants and loan monies for LSL replacements on Geele Ave project.

4) New budget item includes \$390,000 for replacements (~100) on water main projects and \$40,000 for other replacements (~10)



**CAPITAL OUTLAY**  
2021

	Actual 2019	Budget 2020	Actual & Estimate 2020	Budget 2021
<b><u>New Construction and Meters</u></b>				
2021				\$1,231,999 (1)
2021				\$40,000
2021				\$124,904
2021				\$60,000
2021				\$90,000
2021				\$9,000
2020		\$2,250,000	\$1,348,750 (2)	
2020		\$96,000	\$96,000	
2020		\$60,000	\$10,000	
2020		\$90,000	\$90,000	
2019	\$3,260,264 (3)			
2019	\$309,102			
2019	\$121,675			
2019	\$75,560			
	<u>\$3,766,600</u>	<u>\$2,496,000</u>	<u>\$1,544,750</u>	<u>\$1,555,903</u>
<b><u>Other capital outlay</u></b>				
<b><u>Source of Supply</u></b>				
2021				\$1,850,000
2020	\$29,072	\$500,000	\$500,000	
<b><u>Pumping</u></b>				
2021				\$50,000
2020		\$35,000	\$35,000	
2020		\$15,000		\$15,000
2019	\$507,528			
<b><u>Equipment</u></b>				
2020		\$85,000	\$55,000	
2019	\$22,825			
2019	\$4,965			
2019	\$6,485			
<b><u>Structures</u></b>				
2021				\$70,000

1) Georgia Ave, S. 8th to S. 14th St; Behrens Parkway transmission main; Riverdale to Stahl upsize

2) Georgia Avenue, Riverdale, and Behrens Parkway projects delayed due to Covid.

3) Includes Southpointe Enterprise Campus water infrastructure of \$1.54M shown as contributed asset



**CAPITAL OUTLAY**  
**2021**

	Actual 2019	Budget 2020	Actual & Estimate 2020	Budget 2021
<b><u>Water Treatment</u></b>				
<b><u>Equipment</u></b>				
2021				\$30,000
2020		\$220,000 (1)	\$0	
2019	\$4,155			
2019	\$0			
<b><u>Water Treatment (continued)</u></b>				
<b><u>Structures</u></b>				
2021				\$25,000
2021				\$300,000
2020	\$4,550	\$85,000	\$54,000	
<b><u>Heating Equipment</u></b>				
2019	\$27,728			
<b><u>SCADA Equipment</u></b>				
2020		\$95,000	\$67,535	
<b><u>Lab Equipment</u></b>				
2020		\$15,000	\$5,937	
<b><u>Office Furniture &amp; Equipment</u></b>				
2021				\$15,000
2021				\$8,000
2021				\$3,000
2021				\$7,000
2020		\$5,000	\$5,000	
2019	\$20,000			
2019	\$10,715			
2019	\$4,500			
2019	\$13,510			
2019	\$20,000			
2019	\$7,527			
2019	\$8,192			

1) Cost includes manufactured underdrain system and media. Project delayed due to Covid.



**CAPITAL OUTLAY**  
**2021**

	Actual 2019	Budget 2020	Actual & Estimate 2020	Budget 2021
<b><u>Transportation Equipment</u></b>				
2020		\$50,000	\$43,219	
2020		\$30,000	\$24,000	
2020		\$9,000	\$9,000	
2020		\$45,000	\$35,000	
2019	\$111,873			
<b><u>Power Operated Equipment</u></b>				
<b><u>Engineering Department</u></b>				
2021				\$20,000
2021				\$25,000
2019	\$0			
<b><u>Total other capital</u></b>	<u>\$803,625</u>	<u>\$1,189,000</u>	<u>\$833,691</u>	<u>\$2,418,000</u>
<b><u>Total all capital expenditures</u></b>	<u>\$4,570,226</u>	<u>\$3,685,000</u>	<u>\$2,378,441</u>	<u>\$3,973,903</u>

# SHEBOYGAN BOARD OF WATER COMMISSIONERS

## FIVE YEAR CAPITAL IMPROVEMENT PLAN (CIP) 2021 - 2026

### YEAR 2021

#### OPERATIONS

Raw Water Improvement Project & Design - intake, suction well, raw water pump station	\$	1,850,000
Roofing Replacement/Repairs	\$	25,000
Backwash Basin Electric Actuator Replacement	\$	25,000
Sludge Pump #1	\$	30,000
Behrens Parkway Pit/Pump Improvements Design	\$	50,000
East Basin Structural Repairs	\$	550,000

Total: \$ 2,530,000

#### DISTRIBUTION - CONSTRUCTION/MAINTENANCE

S 12th St.- Riverdale to Stahl - water main upsize	\$	60,000
Georgia Avenue- 8th to 14th Street	\$	850,000
Behrens Parkway, Gateway Drive Transmission Main	\$	250,000
Replace 10 hydrants and 10 street valves	\$	90,000
Retaining wall replacement design	\$	70,000
ESRI & GPS updates	\$	45,000
Sheboygan River crossing design	\$	40,000

Total: \$ 1,405,000

#### CUSTOMER RELATIONS/FISCAL

Meters for 20 year meter replacement program	\$	42,000
Meters and Orions all other sizes - troubleshooting, new accounts, and replacements	\$	130,254
Printer/Copy Machine	\$	15,000

Total: \$ 187,254

**2021 TOTAL: \$ 4,122,254**

### YEAR 2022

#### OPERATIONS

Raw Water Improvement Project Construction - suction well, intake, low lift pump station	\$	4,000,000
Filter Underdrain Replacement	\$	220,000
Roofing Replacement/Repairs	\$	25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$	25,000
Motors/Drives/Starters	\$	25,000
Pumps	\$	30,000
SCADA System upgrades	\$	25,000
Behrens Parkway Pit Pump Improvements	\$	300,000

Total: \$ 4,650,000

#### DISTRIBUTION - CONSTRUCTION/MAINTENANCE

N. 25th St - Superior Ave to Saemann	\$	400,000
Taylor Hill Reservoir - stripping tank and roof underside then painting	\$	1,000,000
North Commerce- Wisconsin to Pennsylvania	\$	200,000
Trenchless Technology	\$	50,000
Replace 2010- 3/4 Ton #2 Utility Truck	\$	55,000

Total: \$ 1,705,000

#### CUSTOMER RELATIONS/FISCAL

Meters for 20 year meter replacement program	\$	60,000
Meters and Orions all other sizes - troubleshooting, new accounts, and replacements	\$	30,000
#17 truck replacement (2011) to fuel efficient vehicle	\$	40,000
#10 truck replacement (2010) to fuel efficient vehicle	\$	40,000
Utility car replacement (2008) replacement to fuel efficient vehicle	\$	35,000

Total: \$ 205,000

**2022 TOTAL: \$ 6,560,000**

**YEAR 2023**

**OPERATIONS**

Raw Water Improvement Project Construction - inspection,suction well, intake, low lift pump station	\$	11,750,000
Filter Underdrain Replacement	\$	220,000
Chemical Feed Systems (Fluoride System)	\$	25,000
Roofing Replacement/Repairs	\$	25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$	25,000
Motors/Drives/Starters	\$	25,000
Behrens Parkway Pit Pump Improvements	\$	300,000
Pumps	\$	30,000
SCADA System upgrades	\$	25,000
Total:	\$	12,425,000

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

River Crossing	\$	400,000
Indiana Ave- N 24th St. to University Dr. (City Project)	\$	300,000
Wilson; 12th To 18th	\$	800,000
Replace Volvo excavator	\$	250,000
Trenchless Project	\$	250,000
Total:	\$	2,000,000

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program	\$	75,000
Meters and Orions all other sizes - troubleshooting, new accounts, and replacements	\$	25,000
Total:	\$	100,000

**2023 TOTAL: \$ 14,525,000**

**YEAR 2024**

**OPERATIONS**

Raw Water Improvement Project Construction- inspection, suction well, intake, low lift pump station	\$	15,175,000
Filter Underdrain Replacement	\$	220,000
Chemical Feed Systems (hypo bulk tanks)	\$	100,000
Roofing Replacement/Repairs	\$	25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$	25,000
Motors/Drives/Starters	\$	25,000
Treatment Plant Generator	\$	1,000,000
SCADA System upgrades	\$	25,000
Total:	\$	16,595,000

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Railroad Yard Crossing - S. 24th St to S. Business Dr.	\$	250,000
Henry; Mead to Wilson	\$	500,000
Lakeshore Drive; Wilson To RR Tracks	\$	750,000
Replacement for 2005 #1 Dump Truck	\$	200,000
Trenchless Project	\$	250,000
Total:	\$	1,950,000

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program	\$	75,000
Meters and Orions all other sizes - troubleshooting, new accounts, and replacements	\$	25,000
#20 truck replacement (2013) to fuel efficient vehicle	\$	40,000
Total:	\$	140,000

**2024 TOTAL: \$ 18,685,000**

**YEAR 2025**

**OPERATIONS**

Filter Underdrain Replacement	\$	220,000
Roofing Replacement/Repairs	\$	25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$	25,000
Motors/Drives/Starters	\$	25,000
WAPS Generator	\$	110,000
SCADA System upgrades	\$	25,000
Total:	\$	430,000

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

N. 15th - North Ave to School	\$	150,000
Replace bobcat Skidsteer		50,000
Trenchless Project	\$	250,000
Replace 2015 #22 - 1 Ton Pickup Truck with tommy gate	\$	50,000
12th St; Wilson to Washington	\$	800,000

Total: \$ 1,300,000

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program	\$	75,000
Meters and Orions all other sizes - troubleshooting, new accounts, and replacements	\$	30,000
Total:	\$	105,000

**2025 TOTAL: \$ 1,835,000**

**YEAR 2026**

**OPERATIONS**

High Lift Cat Walk Improvement Project	\$	300,000
Chemical Feed Systems (Fluoride day tank and bulk tank)	\$	30,000
Filter Underdrain Replacement	\$	220,000
Roofing Replacement/Repairs	\$	25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$	25,000
Motors/Drives/Starters	\$	25,000
SCADA System upgrades	\$	25,000
Total:	\$	650,000

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Trenchless Project	\$	250,000
Moening Rd - Creekview Ct to Stahl Rd	\$	700,000
Union Ave - S. Business Dr. to S. 26th St	\$	600,000
Hydrant and Valve Replacement	\$	100,000
Replacement of 2016 Chevy Dump Truck	\$	75,000
Total:	\$	1,725,000

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program	\$	75,000
Meters and Orions all other sizes - troubleshooting, new accounts, and replacements	\$	30,000
Total:	\$	105,000

**2026 TOTAL: \$ 2,480,000**

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting a license application.

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

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COMMERCIAL OPERATORS LICENSE

No.   Name

Address

3463 JD Services

W5666 Keystone Road, Elkhart Lake

IV

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
September 8, 2020.

Your Committee to whom was referred R. O. No. 35-20-21 by City Clerk submitting a claim from Constance Oldenburg for alleged damages to her basement due to flooding which caused her sump pump to fail; 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

3.1

R. O. No. 35 - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting a claim from Constance Oldenburg for alleged damages to her basement due to flooding which caused her sump pump to fail.

FPP  
file

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

DATE RECEIVED 7-13-2020

RECEIVED BY MKC

JUL 13 '20 AM 11:35

CLAIM NO. 8-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Constance Oldenburg
2. Home address of Claimant: 3425 Mayflower Avenue
3. Home phone number: 920-452-2993
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) May 17, 2020 7:30 PM
6. Where did damage or injury occur? (give full description) Flooding in my basement causing my sump pump to fail, unable to keep functioning with the downpour
7. How did damage or injury occur? (give full description) As stated above, the deluge of rain caused my sump pump to fail
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: NA
  - (b) Claimant's statement of the basis of such liability: NA
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: NA
  - (b) Claimant's statement of basis for such liability: NA



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").

NA

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

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

Auto: \$ NA

Property: \$ NA

Personal injury: \$ NA

Other: (Specify below) \$ NA

TOTAL \$ NA

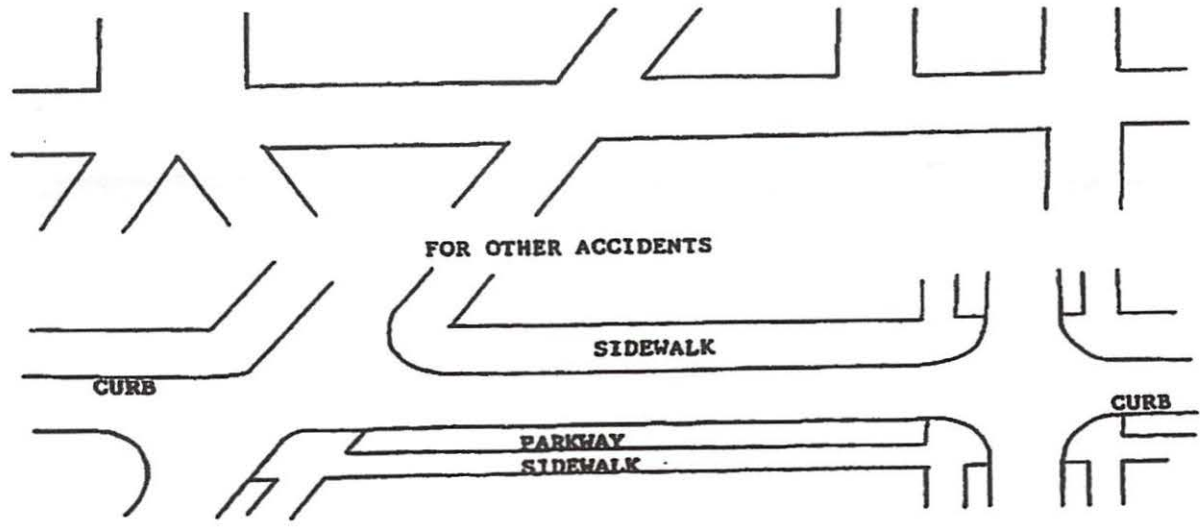
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT \_\_\_\_\_ DATE \_\_\_\_\_



DATE RECEIVED 7-13-2020

RECEIVED BY MKC

CLAIM NO. 8-20

**CLAIM**

Claimant's Name: Constance Oldenburg  
Claimant's Address: 2425 Mayflower Avenue  
Sheboygan  
Claimant's Phone No. 920-452-2993

Auto \$ \_\_\_\_\_  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ 382.98  
**TOTAL** \$ 382.98

**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 \$ 382.98.

SIGNED Constance Oldenburg DATE: 7/8/2020

ADDRESS: 2425 Mayflower Avenue  
Sheboygan WI 53083

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

City Engineering

Enclosed is a copy of my most recent plumbing bill due to the failure of my sump pump during the latest deluge of rain on Sunday, May 17th.

I have repeatedly contacted your office for some assistance in alleviating this problem. I have been told that west of my house is uphill when trying to connect with the sewer and going east there is not enough of a slope for drainage.

When I purchased my home the sump pump was connected to drain the water in my slop sink. After living here a few years city inspectors came through and demanded that I hire a plumber and redirect the water outside. Since that change I have replaced 5 sump pumps, had to call plumbers on holidays/weekends at premium charges and have had damage to the structure of my basement.

Since you have not provided a solution to my dilemma, I am requesting reimbursement for the bill enclosed. It appears my neighbor to the east of my house and I are the only two homes that don't qualify for a mini sewer. And I am the only home that has flooding in my basement.

I would prefer a resolution to this problem but after repeated pleas It is still unresolved.

Connie Oldenburg  
2425 Mayflower Avenue

---





**NEUMANN PLUMBING & HEATING, INC.**

1114 Millersville Avenue  
Howards Grove, WI 53083  
(920) 565-3345  
(920) 565-4181 (fax)  
[www.neumannplumbing.com](http://www.neumannplumbing.com)

**Invoice:** 156329  
**Customer ID:** 1357  
**Date:** 6/17/2020

**Bill to:** Connie Oldenburg  
2425 Mayflower Avenue  
Sheboygan, WI 53083

**Service at:** Connie Oldenburg  
2425 Mayflower Avenue  
Sheboygan, WI 53083

**P.O. #:**

Quantity	Description	Unit Price	Amount
1.00	Sump pump	\$190.00	\$190.00
1.00	1 1/2" check valve	\$37.38	\$37.38
1.00	1 1/2" male adpt.	\$1.49	\$1.49
1.00	1 1/2" 45	\$1.51	\$1.51
4.00	Ft of 1 1/2" pvc	\$0.65	\$2.60
	Plumbing Service		\$150.00
	5-19-20: Replace sump pump.		

**Notes:**

**Subtotal:** \$382.98

**Sales Tax:** \$0.00

**Payments:** \$0.00

**Terms:** Net 30

**Total Due:** **\$382.98**

We accept Mastercard & Visa - \*pay online at [neumannplumbing.com](http://neumannplumbing.com)\*

PLEASE WRITE CUSTOMER ID NUMBER ON REMITTANCE. THANK YOU!

Your review is our best business!  
check us out at [neumannplumbing.com](http://neumannplumbing.com)





July 1, 2020

Dear Property Owner:

The City of Sheboygan has a process when filing a claim to the City of Sheboygan. You need to contact the City of Sheboygan Clerks Office. Call the phone number 920-459-3361 and ask for the forms to file a claim for damages. City staff at this department can email the forms to you or have them mailed to you directly.

I will also have the individual in our City Engineering office that manages the mini-storm program for potential sump pump connections revisit your property location to see if extending an existing mini-storm sewer is a possibility. It would be helpful if you could email me so I will be able to communicate with you once we have had a chance to review your sump pump concerns.

If you have any additional questions you can call me at 920-459-3440 or email me at [ryan.sazama@sheboyganwi.gov](mailto:ryan.sazama@sheboyganwi.gov).

Sincerely,

Ryan Sazama, P.E., AIA  
City Engineer

DEPARTMENT OF  
PUBLIC WORKS  
ADMINISTRATION

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081-4790

920/459-3366  
FAX 920/459-3443

~~VI~~

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
September 8, 2020.

Your Committee to whom was referred R. O. No. 36-20-21 by City Clerk submitting a claim from Progressive Insurance for alleged damages to their insured (Jeffery Fleischfresser) vehicle when it was struck by a City owned vehicle; 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

3.2

R. O. No. 36 - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting a claim from Progressive Insurance for alleged damages to their insured (Jeffery Fleischfresser) vehicle when it was struck by a City owned vehicle.

FFP  
file

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

MKE  
Claim # 9-20**PROGRESSIVE**

Payment Address	Document Address
24344 Network Place	P.O. Box 512929
Chicago, IL 60673-1243	Los Angeles, Ca 90051
	Phone: (877)818-0139
	Fax: (888) 781-6947

7/7/2020 2:24:00 PM  
Certified Mail 9489 0090 0027 6301 122  
2 63 Return Receipt Requested

CITY HALL  
828 CENTER AVENUE, SUITE 103  
SHEBOYGAN, WI 53081

Your Client: SCHMITT, BRIAN  
Your Claim Number:  
Our Insured: FLEISCHFRESSER, JEFFERY  
Our Claim Number: 20-6729618  
Amount Subject to Reimbursement: 1993.03  
Amount of Insured's Deductible: 500

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: MICHIGAN AVE / N 4TH ST IN SHEBOYGAN FALLS  
Date and Time of Loss: 02/09/2020 AT 6:30PM

Description of Loss: PROGRESSIVE WAS PARKED ON MICHIGAN AVE WHEN CITY OF SHEBOYGAN VEHICLE STRUCK PROGRESSIVE'S VEHICLE. CITY VEHICLE FAILED TO MAINTIAN A PROPER LOOKOUT AND FAILED TO MAINTIAN CONTROL OF THEIR VEHICLE.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "FLEISCHFRESSER, JEFFREY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

*Nichole Krause*

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Progressive Subrogation  
Artisan and Truckers Casualty Company  
Tel. 877-818-0139  
Fax. 888-781-6947  
**GovernmentStatus@email.progressive.com**

Claim Payment Detail ( 20-6729618 )

Payment Information

<b>Disbursement Number:</b> 500240371	<b>Total Amount:</b> \$1,493.03
<b>Digital Payment #:</b> 10237740	<b>Invoice Number:</b> 68691060
<b>Pay to the Order of:</b> JEFFERY FLEISCHFRESSER	
<b>Digital Payment</b>	
<b>Notification Method:</b> Email: <a href="mailto:JFLEISCHY23@GMAIL.COM">JFLEISCHY23@GMAIL.COM</a>	
	<b>Phone Number:</b> (920) 627-8700
<b>In Payment Of:</b> Progressive Invoice Number: 68691060	

Reviewed Summary

<b>Issuing Rep:</b> A088027	<b>Approved By:</b>
<b>Issue Date:</b> 02-12-20	<b>Review Date:</b>
<b>Last Updated Rep:</b> A088027	<b>Reviewed By:</b>

Bank Information

<b>Type:</b> Loss	<b>Bank Code:</b> DGT
<b>Stop Reason:</b>	<b>Cleared:</b> 02-14-20
<b>Stop Date:</b>	

Exposure Detail: COLL

<b>Party Name:</b> FLEISCHFRESSER, JEFFERY	<b>Amount Paid:</b> \$1,493.03
<b>Property Description:</b> 11 FORD ESCAPE	<b>Deductible Taken:</b> \$500.00
<b>Payment Type:</b> FINAL PAYMENT	<b>Property Damage:</b> \$0.00
	<b>Rental:</b> \$0.00

# Artisan and Truckers Casualty Co

Estimate ID  
1973247  
Original  
Quote ID  
63361401  
Claim Number  
20-6729618-01

Owner  
JEFFERY FLEISCHFRESSER

Insured  
JEFFERY FLEISCHFRESSER

Appraiser  
IVAN FLOWERS  
(440) 910-0179 (Work)  
a088027@progressive.com

Classification  
None

## Artisan and Truckers Casualty Co

Claim Number: 20-6729618-01  
Adjuster: TAMIKA BARRON (440) 910-4057 (Work) a097141@progressive.com  
Deductible: 500.00 - Not Waived  
Reported Date: 02/10/2020

Loss Date  
02/09/2020

## 2011 Ford Escape XLT 4 Door Utility 3.0L 6 Cyl Gas Injected 2WD

Exterior Color: WHITE  
License: WI-ABS8070  
VIN: 1FMCU0DGXBKB82835  
Drivable: Yes

Odometer: 114206  
Mitchell Service Code: 910883

Primary Point of Impact  
Left Rear Corner (7)

### Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Automatic Headlights
Auxiliary Input	CD Player	Cloth Seat	Cruise Control	Driver-Front Air Bag
Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Fog Lights	Interior Automatic Day/Night Or Electrochromatic Mirror MP3 Player
Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	Luggage Rack	Power Steering
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Satellite Radio
Power Windows	Privacy Glass	Rear Bench Seat	Rear Gate Wiper	Traction Control/Electronic
Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel	Tire Pressure Monitoring System	

## JEFFERY FLEISCHFRESSER | 2011 Ford Escape XLT

Parts Profile: SHEB WI All Part Types  
Parts Profile Version: 2.0

Line #	Description	LABOR			PART			Total Price	Tax
		Operation	Type	Total Units	Type	Number	Qty		
<b>Roof</b>									
1	001461 L Roof Adhesive Moulding	Remove/Install	Body	0.4	Existing				
<b>Quarter Panel</b>									
2	002185 L Lwr Quarter Panel Moulding	Remove/Install	Body	0.2	Existing				
3	001585 L Quarter Outer Panel	Repair	Body	4.0#*	Existing				
4	AUTO L Quarter Panel Outside	Refinish Only	Refinish	2.0 C	Existing				
5	001565 L Quarter Rear Corner Pillar	Repair	Body	2.0#*	Existing				
6	900501 spot								
7	935000 L Quarter Rear Corner Pillar	Refinish Labor	Refinish	0.5* C					
8	900501 Modified Refinish With Full Clear Coat								
9	004347 L Quarter Splash Shield	Remove/Install	Body	0.2	Existing				
<b>Liftgate</b>									
10	001639 Otr Liftgate Handle	Remove/Install	Body	0.5#	Existing				
11	003632 Lwr Liftgate Handle	Remove/Install	Body	0.2#	Existing				
12	003340 Liftgate Shell	Repair	Body	3.0#*	Existing				
13	AUTO Liftgate Outside	Refinish Only	Refinish	2.2 C	Existing				
14	001675 Liftgate Adhesive Nameplate	Remove/Install	Body	0.2	Existing				
15	003921 Liftgate Adhesive Nameplate	Remove/Replace	Body	0.2	New	8C2Z 1642528 B	1	\$34.62	Yes
16	002112 Liftgate Trim Panel	Remove/Install	Body	INC	Existing				
<b>Rear Lamps</b>									
17	002120 L Rear Combination Lamp	Remove/Install	Body	INC	Existing				
18	004491 L Rear Combination Lamp	Remove/Replace	Body	0.2	Qual Recycled Part	~214597939	1	\$37.50	Yes
<b>Rear Bumper</b>									
19	002123 Rear Bumper Cover	Remove/Install	Body	0.8	Existing				
20	002006 Rear Bumper Cover	Repair	Body	2.0*	Existing				
21	AUTO Rear Bumper Cover	Refinish Only	Refinish	3.0 C	Existing				
22	002009 Rear Bumper Pad	Remove/Install	Body	0.3#	Existing				
<b>Additional Costs &amp; Materials</b>									
23	AUTO Hazardous Waste Disposal	Additional Cost						\$3.00*	Yes
24	AUTO Paint/Materials	Additional Cost						\$380.00*	Yes
<b>Additional Operations</b>									
25	AUTO Clear Coat	Additional Operation	Refinish	1.8				\$0.00	
<b>Special / Manual Entry</b>									
26	900500 rope glass	Additional Labor	Body*	0.2*	Existing				

\* Judgment Item

T Included in Two Tone Calculation

# Labor Note Applies

d Discontinued by Manufacturer

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

r CFG R&R Time Used for this Labor Operation

## Recycled Part Vendors

LKQ Smart Parts  
 N4079 Highway E  
 Hustisford WI 53034  
 (800) 349-5850 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
------	--------	-------------	---------	-------------	-----

18    ~214597939    \$37.50

Supplier Notes: Quote#: 131581248731020 Notes: Tail Lamp - LKQ Quote #: 507848929 Desc: Tail Lamp L, L. Stock Number: \$W20812-540 Cond: A Year: 2010 Damage: 000 GUID #: 214597939 Stock Number: ~214597939 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

### Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	14.4	\$60.00		\$864.00
Refinish Labor	9.5	\$60.00		\$570.00
<b>Total Labor</b>	<b>23.9</b>			<b>\$1,434.00</b>
			Taxable	\$1,434.00
			Tax (5.500)%	\$78.87
			Non-Taxable	\$0.00
			<b>Labor Total</b>	<b>\$1,512.87</b>
<b>Parts</b>		<b>Amount</b>		
Taxable Parts		\$72.12		\$72.12
			Parts Adjustments	\$0.00
			Tax (5.500)%	\$3.97
			Non-Taxable	\$0.00
			<b>Parts Total</b>	<b>\$76.09</b>
<b>Costs</b>		<b>Amount</b>		
Other Additional Costs		\$3.00		\$3.00
Paint Materials		\$380.00		\$380.00
			Taxable	\$383.00
			Tax (5.500)%	\$21.07
			Non-Taxable	\$0.00
			<b>Costs Total</b>	<b>\$404.07</b>
<b>Gross Totals</b>		<b>Amount</b>		
Gross Total		\$1,993.03		\$1,993.03
			Taxable	\$1,889.12
			Tax	\$103.91
			Non-Taxable	\$0.00
			<b>Gross Total</b>	<b>\$1,993.03</b>
<b>Adjustments</b>		<b>Amount</b>		
Deductible		-\$500.00		-\$500.00
Customer Responsibility		-\$500.00		-\$500.00
			<b>Net Estimate Total</b>	<b>\$1,493.03</b>

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition

(assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

#### Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to the replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: \_\_\_\_\_ Est. completion Date: \_\_\_\_\_

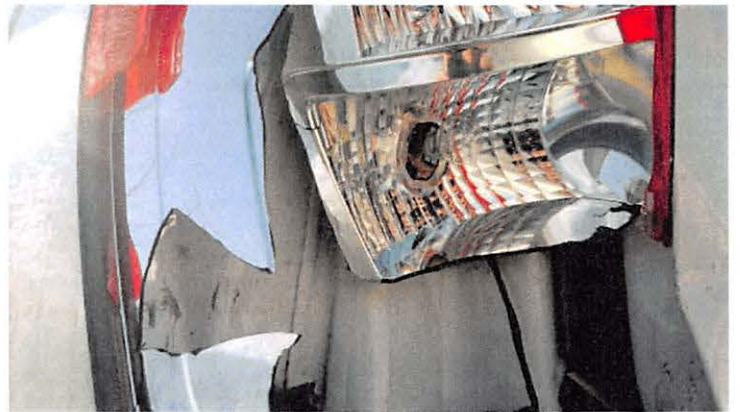
Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of

insurance fraud.

Disclaimer: Any person who knowingly presents a false claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Estimate Event Log**

<b>Job Created</b>	2/12/2020 12:07 PM
<b>Estimate Started</b>	2/12/2020 02:30 PM
<b>Estimate Printed</b>	2/12/2020 02:59 PM
<b>Estimate Committed</b>	2/12/2020 02:59 PM



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C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

G7L0DM0C7F

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER ABIGAIL HERNANDEZ	
Crash Date 02/09/2020		Crash Time 06:32 PM		Date Arrived 02/09/2020		Time Arrived 06:38 PM	
Date Notified 02/09/2020		Time Notified 06:32 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

Diagram		Reconstruction By	
		Photos By SPD	
		Additional Information PHOTOS	

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

UNIT 1 DRIVER ID'D VIA WI DL.

UNIT 1, A CITY OF SHEBOYGAN DPW PLOW TRUCK DRIVER, WAS PLOWING SNOW AND TRAVELING WEST ON MICHIGAN AVE. UNIT 1 THEN OBSERVED AN INDIVIDUAL ENTERING THEIR VEHICLE ON THE SOUTH SIDE OF THE STREET. IN ORDER TO AVOID THE DOOR, WHICH WAS OPEN ALL THE WAY, UNIT 1 SWERVED TO AVOID HITTING THE OPEN DOOR BUT STRUCK A VEHICLE PARKED ON THE NORTH SIDE OF THE STREET. UNIT 2 SUSTAINED A BROKEN REAR DRIVER'S SIDE TAILLIGHT. PHOTOS TAKEN AND ATTACHED. #459

G7L0DM0C7F  
C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Location

ON MICHIGAN AVE 156 FT W OF N 4TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.758512717	Longitude -87.706857226
	X Coordinate 443098.9375	Y Coordinate 4845294.5
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision OTHER		Light Condition DARK/LIGHTED	
Road Surface Condition(s) SNOW		Roadway Factor(s)  ROAD SURFACE CONDITION (WET, ICY, SNOW, SLUSH, ETC)	
Environment Factor(s) WEATHER CONDITIONS			
Weather Condition(s) SNOW			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK	
	Vehicle Type SNOW PLOW				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE			Special Function UNKNOWN	Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR					

Vehicle

UNIT 01 VEHICLE 01	License Plate Number 74103		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 1HTWXAHT47J527797		Make INTERNATIONAL	Year 2007	Model DUMP TRUCK	
	Color BLU - BLUE		Body Style CB - CAB CHASSIS		Bus Use NOT A BUS	
	Initial Contact Point 1--RIGHT FRONT CORNER		Vehicle Damage			
	Extent Of Damage NO DAMAGE		NO DAMAGE			

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WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT	VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR
		What Driver Was Doing GOING STRAIGHT	Vehicle Factors NOT APPLICABLE
01	01	Driver Prior Action Other	
		Driver Actions SWERVED OR AVOIDED DUE TO WIND, SLIPPERY SURFACE, MOTOR VEHICLE, OBJECT, NON-MOTORIST IN ROADWAY, ETC.	
		Owner Name SHEBOYGAN CITY (920) 459-3333	Owner Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US
<b>Sequence Of Events</b>			
UNIT	VEHICLE	01 Event PARKED MOTOR VEHICLE	
		02 Event MOTOR VEH IN TRANSPORT	
		03 Event	
		04 Event	
<b>Policy Holder</b>			
UNIT	INDIVIDUAL	Insurance Company CITY OF SHEBOYGAN	Government SHEBOYGAN CITY
		<b>Individual</b>	
01	001	Driver BRIAN DAVID SCHMITT (920) 918-0121	Citations Issued 0
			Sex MALE
		Date of Birth 10/05/1976	Race WHITE
		Address 906 CENTER AVE OOSTBURG, WI 53070 , US	Driver License Number S5300647636500 STATE: WISCONSIN COUNTRY: UNITED STATES
<b>Safety Equipment</b>		On Duty Crash WINTER-HWY-MAINTENANC	Safety Equipment SHOULDER & LAP BELT
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	Helmet Compliance
		Helmet Use	Tint Compliance
		Eye Protection	
<b>Injury</b>		Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
		Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE
		Trapped/Extricated NOT TRAPPED	
		Medical Transport NOT TRANSPORTED	EMS Agency Identifier
		Hospital	EMS Run #
		Date of Death	Time of Death
<b>Distracted By</b>		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
		Distracted By Action NOT DISTRACTED	

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WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT INDIVIDUAL	Non Motorist		Striking Unit #	Location		
	Prior Action					
	Action					
	Action Other				To/From School	
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO		
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results	
	Drug Type					
	Individual Condition APPEARED NORMAL					
	UNIT TRUCK BUS	Carrier				
<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier		Source DRIVER				
Name SHEBOYGAN CITY		Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US				
GVWR MORE THAN 26,000 LB		Vehicle Configuration TRUCK MORE THAN 10,000 LBS, CAN NOT CLASSIFY		Cargo Body Type DUMP		
US DOT #		Carrier Type NOT IN COMMERCE/GOVERNMENT		Permitted Load NOT APPLICABLE		
<input type="checkbox"/> OS/OW Load		WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present	
Measured Height		Measured Length	Measured Width	Measured Weight		

Unit Summary

UNIT	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NOT ON ROADWAY	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	

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C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Truck Bus or HazMat NO					
UNIT 02	VEHICLE 02	<b>Vehicle</b>			
		License Plate Number ABS8070	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number 1FMCU0DGXBKB82835	Make FORD	Year 2011	Model ESCAPE XLT
		Color WHI - WHITE	Body Style LL - CARRYALL	Bus Use NOT A BUS	
		Initial Contact Point 7--LEFT REAR CORNER	Vehicle Damage		
		Extent Of Damage MINOR DAMAGE	7--LEFT REAR CORNER		
		Towed Due To Damage NOT TOWED	Vehicle Removed By		
		What Driver Was Doing LEGALLY PARKED	Vehicle Factors		
		Driver Prior Action Other	NOT APPLICABLE		
		UNIT 02	VEHICLE 02	Driver Actions NO CONTRIBUTING ACTION	
UNIT 02	VEHICLE 02	Owner Name JEFFERY J FLEISCHFRESSER (920) 627-8700	Owner Address 107 REDTAIL DRD APT 8 SHEBOYGAN FALLS, WI 53085 , US		
UNIT 01	<b>Sequence Of Events</b>				
	Event 01	PARKED MOTOR VEHICLE			
	Event 02	MOTOR VEH IN TRANSPORT			
	Event 03				
UNIT 04	Event 04				
UNIT	<b>Policy Holder</b>				
	Insurance Company PROGRESSIVE-ADVANCED-INSURANCE-CO	Individual JEFFERY FLEISCHFRESSER			

**PROGRESSIVE**

Payment Address  
24344 Network Place  
Chicago, IL 60673-1243

Document Address  
P.O. Box 512929  
Los Angeles, Ca 90051  
Phone: (877)818-0139  
Fax: (888) 781-6947

7/21/2020 2:24:00 PM  
Certified Mail 9489 0090 0027 6301 123  
4 75 Return Receipt Requested

CITY HALL  
828 CENTER AVENUE, SUITE 103  
SHEBOYGAN, WI 53081

Your Client: SCHMITT, BRIAN  
Your Claim Number:  
Our Insured: FLEISCHFRESSER, JEFFERY  
Our Claim Number: 20-6729618  
Amount Subject to Reimbursement: 1993.03  
Amount of Insured's Deductible: 500

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: MICHIGAN AVE / N 4TH ST IN SHEBOYGAN FALLS  
Date and Time of Loss: 02/09/2020 AT 6:30PM

Description of Loss: PROGRESSIVE WAS PARKED ON MICHIGAN AVE WHEN CITY OF SHEBOYGAN VEHICLE STRUCK PROGRESSIVE'S VEHICLE. CITY VEHICLE FAILED TO MAINTIAN A PROPER LOOKOUT AND FAILED TO MAINTIAN CONTROL OF THEIR VEHICLE.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "FLEISCHFRESSER, JEFFREY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

*Nichole Krause*

Progressive Subrogation  
Artisan and Truckers Casualty Company  
Tel. 877-818-0139  
Fax. 888-781-6947  
**GovernmentStatus@email.progressive.com**

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

**CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY**

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Artisan and Truckers Casualty Company A/S/O FLEISCHFRESSER, JEFFERY
2. Home address of Claimant: PO BOX 512929 LOS ANGELES, CA 90051-0929
3. Home phone number: 877-818-0139
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 02-09-20 06:30PM
6. Where did damage or injury occur? (give full description) MICHIGAN AVE / N 4TH ST IN SHEBOYGAN FALLS
7. How did damage or injury occur? (give full description) PROGRESSIVE WAS PARKED ON MICHIGAN AVE WHEN CITY OF SHEBOYGAN VEHICLE STRUCK PROGRESSIVE'S VEHICLE. CITY VEHICLE FAILED TO MAINTIAN A PROPER LOOKOUT AND FAILED TO MAINTIAN CONTROL OF THEIR VEHICLE.
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: SCHMITT, BRIAN
  - (b) Claimant's statement of the basis of such liability: PROGRESSIVE WAS PARKED ON MICHIGAN AVE WHEN CITY OF SHEBOYGAN VEHICLE STRUCK PROGRESSIVE'S VEHICLE. CITY VEHICLE FAILED TO MAINTIAN A PROPER LOOKOUT AND FAILED TO MAINTIAN CONTROL OF THEIR VEHICLE.
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: NA
  - (b) Claimant's statement of basis for such liability: NA

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").

11 FORD ESCAPE - LEFT REAR

NO INJURIES

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ 1993.03

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 1993.03

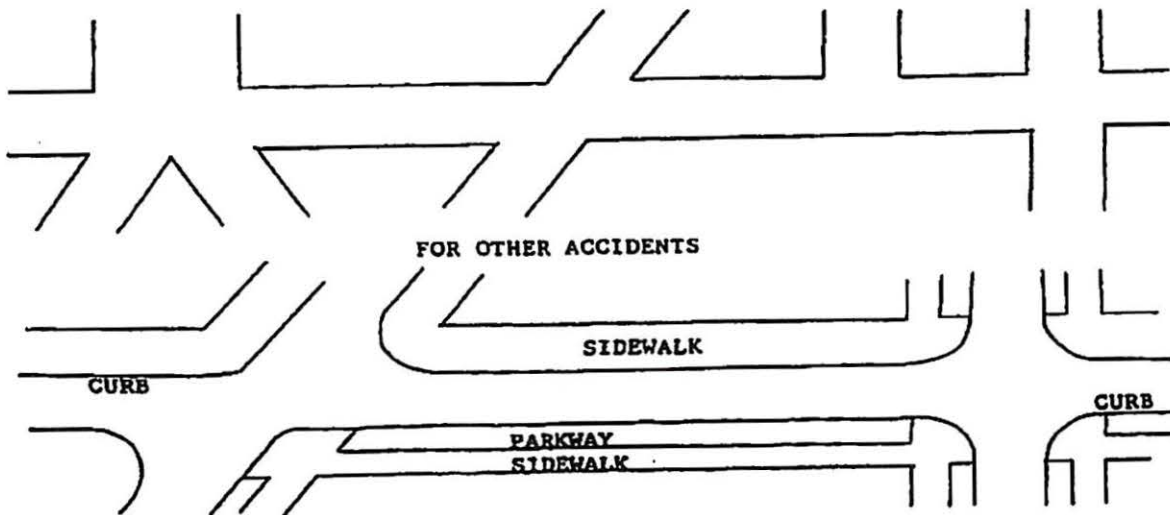
Damaged vehicle (if applicable)

Make: FORD Model: ESCAPE Year: 2011 Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT Nichole Krause DATE 07/21/2020

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

**CLAIM**

Claimant's Name: \_\_\_\_\_

Auto \$ \_\_\_\_\_

Claimant's Address: \_\_\_\_\_

Property \$ \_\_\_\_\_

\_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. \_\_\_\_\_

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

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

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

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

**SIGNED**

**DATE:**

**ADDRESS:**

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

Claim Payment Detail ( 20-6729618 )

Payment Information

<b>Disbursement Number:</b> 500240371	<b>Total Amount:</b> \$1,493.03
<b>Digital Payment #:</b> 10237740	<b>Invoice Number:</b> 68691060
<b>Pay to the Order of:</b> JEFFERY FLEISCHFRESSER	
<b>Digital Payment</b>	
<b>Notification Method:</b> Email: <a href="mailto:JFLEISCHY23@GMAIL.COM">JFLEISCHY23@GMAIL.COM</a>	
	<b>Phone Number:</b> (920) 627-8700
<b>In Payment Of:</b>	<b>Progressive Invoice Number:</b> 68691060

Reviewed Summary

<b>Issuing Rep:</b> A088027	<b>Approved By:</b>
<b>Issue Date:</b> 02-12-20	<b>Review Date:</b>
<b>Last Updated Rep:</b> A088027	<b>Reviewed By:</b>

Bank Information

<b>Type:</b> Loss	<b>Bank Code:</b> DGT
<b>Stop Reason:</b>	<b>Cleared:</b> 02-14-20
<b>Stop Date:</b>	

Exposure Detail: COLL

<b>Party Name:</b> FLEISCHFRESSER, JEFFERY	<b>Amount Paid:</b> \$1,493.03
<b>Property Description:</b> 11 FORD ESCAPE	<b>Deductible Taken:</b> \$500.00
<b>Payment Type:</b> FINAL PAYMENT	<b>Property Damage:</b> \$0.00
	<b>Rental:</b> \$0.00

# Artisan and Truckers Casualty Co

Estimate ID  
1973247  
Original  
Quote ID  
63361401  
Claim Number  
20-6729618-01

Owner  
JEFFERY FLEISCHFRESSER

Insured  
JEFFERY FLEISCHFRESSER

Appraiser  
IVAN FLOWERS  
(440) 910-0179 (Work)  
a088027@progressive.com

Classification  
None

## Artisan and Truckers Casualty Co

Claim Number 20-6729618-01  
Adjuster TAMIKKA BARRON  
(440) 910-4057 (Work)  
a097141@progressive.com  
Deductible 500.00 - Not Waived  
Reported Date 02/10/2020

Loss Date  
02/09/2020

## 2011 Ford Escape XLT 4 Door Utility 3.0L 6 Cyl Gas Injected 2WD

Exterior Color WHITE  
License WI-ABS8070  
VIN 1FMCU0DGXBKB82835  
Drivable Yes

Odometer 114206  
Mitchell Service Code 910883

Primary Point of Impact  
Left Rear Corner (7)

### Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Automatic Headlights
Auxiliary Input	CD Player	Cloth Seat	Cruise Control	Driver-Front Air Bag
Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Fog Lights	Interior Automatic Day/Night Or Electrochromatic Mirror MP3 Player
Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	Luggage Rack	Power Steering
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Satellite Radio
Power Windows	Privacy Glass	Rear Bench Seat	Rear Gate Wiper	Traction Control/Electronic System
Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel	Tire Pressure Monitoring System	

## JEFFERY FLEISCHFRESSER | 2011 Ford Escape XLT

Parts Profile SHEB WI All Part Types  
Parts Profile Version 2.0

Line #	Description	LABOR		PART			Total Price	Tax
		Operation	Type	Total Units	Type	Number		
<b>Roof</b>								
1	001461 L Roof Adhesive Moulding	Remove/Install	Body	0.4	Existing			
<b>Quarter Panel</b>								
2	002185 L Lwr Quarter Panel Moulding	Remove/Install	Body	0.2	Existing			
3	001585 L Quarter Outer Panel	Repair	Body	4.0#*	Existing			
4	AUTO L Quarter Panel Outside	Refinish Only	Refinish	2.0 C	Existing			
5	001565 L Quarter Rear Corner Pillar	Repair	Body	2.0#*	Existing			
6	900501 spot							
7	935000 L Quarter Rear Corner Pillar	Refinish Labor	Refinish	0.5* C				
8	900501 Modified Refinish With Full Clear Coat							
9	004347 L Quarter Splash Shield	Remove/Install	Body	0.2	Existing			
<b>Liftgate</b>								
10	001639 Otr Liftgate Handle	Remove/Install	Body	0.5#	Existing			
11	003632 Lwr Liftgate Handle	Remove/Install	Body	0.2#	Existing			
12	003340 Liftgate Shell	Repair	Body	3.0#*	Existing			
13	AUTO Liftgate Outside	Refinish Only	Refinish	2.2 C	Existing			
14	001675 Liftgate Adhesive Nameplate	Remove/Install	Body	0.2	Existing			
15	003921 Liftgate Adhesive Nameplate	Remove/Replace	Body	0.2	New	8C2Z 1642528 B	1	\$34.62
16	002112 Liftgate Trim Panel	Remove/Install	Body	INC	Existing			
<b>Rear Lamps</b>								
17	002120 L Rear Combination Lamp	Remove/Install	Body	INC	Existing			
18	004491 L Rear Combination Lamp	Remove/Replace	Body	0.2	Qual Recycled Part	~214597939	1	\$37.50
<b>Rear Bumper</b>								
19	002123 Rear Bumper Cover	Remove/Install	Body	0.8	Existing			
20	002006 Rear Bumper Cover	Repair	Body	2.0*	Existing			
21	AUTO Rear Bumper Cover	Refinish Only	Refinish	3.0 C	Existing			
22	002009 Rear Bumper Pad	Remove/Install	Body	0.3#	Existing			
<b>Additional Costs &amp; Materials</b>								
23	AUTO Hazardous Waste Disposal	Additional Cost						\$3.00* Yes
24	AUTO Paint/Materials	Additional Cost						\$380.00* Yes
<b>Additional Operations</b>								
25	AUTO Clear Coat	Additional Operation	Refinish	1.8				\$0.00
<b>Special / Manual Entry</b>								
26	900500 rope glass	Additional Labor	Body*	0.2*	Existing			

\* Judgment Item

T Included in Two Tone Calculation

# Labor Note Applies

d Discontinued by Manufacturer

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

r CEG R&R Time Used for this Labor Operation

## Recycled Part Vendors

LKQ Smart Parts  
 N4079 Highway E  
 Hustisford WI 53034  
 (800) 349-5850 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
------	--------	-------------	---------	-------------	-----

18 ~214597939 \$37.50

Supplier Notes: Quote#: 131581248731020 Notes: Tail Lamp - LKQ Quote #: 507848929 Desc: Tail Lamp L, L Stock Number: \$W20812-540 Cond: A Year: 2010 Damage: 000 GUID #: 214597939 Stock Number: ~214597939 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

### Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	14.4	\$60.00		\$864.00
Refinish Labor	9.5	\$60.00		\$570.00
<b>Total Labor</b>	<b>23.9</b>			<b>\$1,434.00</b>
			Taxable	\$1,434.00
			Tax (5.500)%	\$78.87
			Non-Taxable	\$0.00
			<b>Labor Total</b>	<b>\$1,512.87</b>
Parts	Amount			Totals
Taxable Parts	\$72.12			\$72.12
			Parts Adjustments	\$0.00
			Tax (5.500)%	\$3.97
			Non-Taxable	\$0.00
			<b>Parts Total</b>	<b>\$76.09</b>
Costs	Amount			Totals
Other Additional Costs	\$3.00			\$3.00
Paint Materials	\$380.00			\$380.00
			Taxable	\$383.00
			Tax (5.500)%	\$21.07
			Non-Taxable	\$0.00
			<b>Costs Total</b>	<b>\$404.07</b>
Paint Materials Rate: \$40.00				
Rate Max: 99.9 units				
Additional Rate: \$0.00				
Gross Totals	Amount			Totals
Gross Total	\$1,993.03			\$1,993.03
			Taxable	\$1,889.12
			Tax	\$103.91
			Non-Taxable	\$0.00
			<b>Gross Total</b>	<b>\$1,993.03</b>
Adjustments	Amount			Totals
Deductible	-\$500.00			-\$500.00
Customer Responsibility	-\$500.00			-\$500.00
			<b>Net Estimate Total</b>	<b>\$1,493.03</b>

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition

(assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

#### Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to the replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: \_\_\_\_\_ Est. completion Date: \_\_\_\_\_

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of

insurance fraud.

Disclaimer: Any person who knowingly presents a false claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Estimate Event Log**

<b>Job Created</b>	2/12/2020 12:07 PM
<b>Estimate Started</b>	2/12/2020 02:30 PM
<b>Estimate Printed</b>	2/12/2020 02:59 PM
<b>Estimate Committed</b>	2/12/2020 02:59 PM



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C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

G7L0DM0C7F

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER ABIGAIL HERNANDEZ	
Crash Date 02/09/2020		Crash Time 06:32 PM		Date Arrived 02/09/2020		Time Arrived 06:38 PM	
Date Notified 02/09/2020		Time Notified 06:32 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

Diagram		Reconstruction By	
		Photos By SPD	
		Additional information PHOTOS	

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

UNIT 1 DRIVER ID'D VIA WI DL.

UNIT 1, A CITY OF SHEBOYGAN DPW PLOW TRUCK DRIVER, WAS PLOWING SNOW AND TRAVELING WEST ON MICHIGAN AVE. UNIT 1 THEN OBSERVED AN INDIVIDUAL ENTERING THEIR VEHICLE ON THE SOUTH SIDE OF THE STREET. IN ORDER TO AVOID THE DOOR, WHICH WAS OPEN ALL THE WAY, UNIT 1 SWERVED TO AVOID HITTING THE OPEN DOOR BUT STRUCK A VEHICLE PARKED ON THE NORTH SIDE OF THE STREET. UNIT 2 SUSTAINED A BROKEN REAR DRIVER'S SIDE TAILLIGHT. PHOTOS TAKEN AND ATTACHED. #459

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

Location

ON MICHIGAN AVE 156 FT W OF N 4TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.758512717	Longitude -87.706857226
	X Coordinate 443098.9375	Y Coordinate 4845294.5
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision OTHER		Light Condition DARK/LIGHTED	
Road Surface Condition(s) SNOW		Roadway Factor(s)  ROAD SURFACE CONDITION (WET, ICY, SNOW, SLUSH, ETC)	
Environment Factor(s) WEATHER CONDITIONS			
Weather Condition(s) SNOW			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK	
	Vehicle Type SNOW PLOW				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function UNKNOWN		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR					

Vehicle

UNIT 01 VEHICLE 01	License Plate Number 74103		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 1HTWXAHT47J527797		Make INTERNATIONAL	Year 2007	Model DUMP TRUCK	
	Color BLU - BLUE		Body Style CB - CAB CHASSIS		Bus Use NOT A BUS	
	Initial Contact Point 1--RIGHT FRONT CORNER		Vehicle Damage			
	Extent Of Damage NO DAMAGE		NO DAMAGE			

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C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT	VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR
		What Driver Was Doing GOING STRAIGHT	Vehicle Factors
01	01	Driver Prior Action Other	NOT APPLICABLE
		Driver Actions SWERVED OR AVOIDED DUE TO WIND, SLIPPERY SURFACE, MOTOR VEHICLE, OBJECT, NON-MOTORIST IN ROADWAY, ETC.	
01	01	Owner Name SHEBOYGAN CITY (920) 459-3333	Owner Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US
		<b>Sequence Of Events</b>	
UNIT	VEHICLE	01 Event PARKED MOTOR VEHICLE	
		02 Event MOTOR VEH IN TRANSPORT	
		03 Event	
		04 Event	
UNIT	VEHICLE	<b>Policy Holder</b>	
		Insurance Company CITY OF SHEBOYGAN	Government SHEBOYGAN CITY
UNIT	INDIVIDUAL	<b>Individual</b>	
		Driver BRIAN DAVID SCHMITT (920) 918-0121	Citations Issued 0
		Address 906 CENTER AVE OOSTBURG, WI 53070 , US	Sex MALE Date of Birth 10/05/1976 Race WHITE
01	001	Safety Equipment	On Duty Crash WINTER-HWY-MAINTENANC
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	Safety Equipment SHOULDER & LAP BELT
01	001	Helmet Use	Helmet Compliance
		Eye Protection	Tint Compliance
01	001	Injury	Injury Severity NO APPARENT INJURY
		Airbag NON DEPLOYED	
01	001	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE
		Trapped/Extricated NOT TRAPPED	
01	001	Medical Transport NOT TRANSPORTED	EMS Agency Identifier
		EMS Run #	
01	001	Hospital	Date of Death
		Time of Death	
01	001	Distracted By	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)
		Distracted By Action NOT DISTRACTED	

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

UNIT INDIVIDUAL	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other			To/From School	
01 001	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results		
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results		
	Drug Type				
	Individual Condition APPEARED NORMAL				
	Carrier				
01 01	<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier		Source DRIVER		
	Name SHEBOYGAN CITY		Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US		
UNIT TRUCK BUS	GVWR MORE THAN 26,000 LB	Vehicle Configuration TRUCK MORE THAN 10,000 LBS, CAN NOT CLASSIFY	Cargo Body Type DUMP		
	US DOT #	Carrier Type NOT IN COMMERCE/GOVERNMENT	Permitted Load NOT APPLICABLE		
	<input type="checkbox"/> OS/OW Load	WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present
	Measured Height	Measured Length	Measured Width	Measured Weight	

Unit Summary

02 UNIT	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NOT ON ROADWAY	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	

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C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Truck Bus or HazMat NO					
<b>Vehicle</b>					
UNIT 02	VEHICLE 02	License Plate Number ABS8070	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number 1FMCU0DGXBKB82835	Make FORD	Year 2011	Model ESCAPE XLT
		Color WHI - WHITE	Body Style LL - CARRYALL	Bus Use NOT A BUS	
		Initial Contact Point 7--LEFT REAR CORNER	Vehicle Damage		
		Extent Of Damage MINOR DAMAGE	7--LEFT REAR CORNER		
		Towed Due To Damage NOT TOWED	Vehicle Removed By		
		What Driver Was Doing LEGALLY PARKED	Vehicle Factors		
		Driver Prior Action Other	NOT APPLICABLE		
		Driver Actions NO CONTRIBUTING ACTION			
		Owner Name JEFFERY J FLEISCHFRESSER (920) 627-8700	Owner Address 107 REDTAIL DRD APT 8 SHEBOYGAN FALLS, WI 53085 , US		
<b>Sequence Of Events</b>					
UNIT 02	VEHICLE 01	Event PARKED MOTOR VEHICLE			
		Event MOTOR VEH IN TRANSPORT			
		Event			
		Event			
<b>Policy Holder</b>					
UNIT 02	VEHICLE 02	Insurance Company PROGRESSIVE-ADVANCED-INSURANCE-CO	Individual JEFFERY FLEISCHFRESSER		

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
September 8, 2020.

Your Committee to whom was referred a copy of R. O. No. 45-20-21 by City Clerk submitting a communication from Sheboygan Christian School filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Wilson (Greenfield Avenue); recommends filing the document.

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

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

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

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

II

R. O. No. 45 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting a communication from Sheboygan Christian School filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Wilson (Greenfield Avenue).

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

City Plan  
land  
F&F  
file

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL**

We, the undersigned, constituting 100% of the owners of the following described territory located in the Town of Wilson, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin.

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of Section 2, T. 14 N.-R. 23 E., Town of Wilson, Sheboygan County, Wisconsin and more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of said Section 2; thence South 89°-47'-18" West along the North line of the Northwest 1/4 of said Section 2, 1292.10 feet; thence South 40°-30'-28" East along the Southwesterly right of way line of Greenfield Avenue and its Northwesterly extension, 174.09 feet to the point of beginning; thence North 50°-08'-46" East, 33.00 feet to a point on the centerline of Greenfield Avenue; thence South 40°-30'-28" East along said centerline, 116.04 feet; thence South 49°-11'-23" West, 136.74 feet; thence South 00°-27'-31" East, 103.29 feet; thence South 89°-32'-29" West, 150.46 feet; thence North 01°-27'-33" East, 217.71 feet; thence North 88°-04'-55" East, 99.04 feet; thence North 50°-08'-46" East, 62.38 feet to the point of beginning and containing 0.99 acres (43,178 sq. ft.) of land, more or less.

There are no persons residing in the above described territory.

**Petitioner: Sheboygan Christian School  
929 Greenfield Avenue  
Sheboygan, WI 53081**

  
Timothy John Hendrikse  
Board Chairperson

  
Michael Toerpe  
Board Secretary

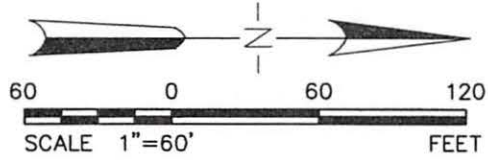
Date: 7-15-20

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

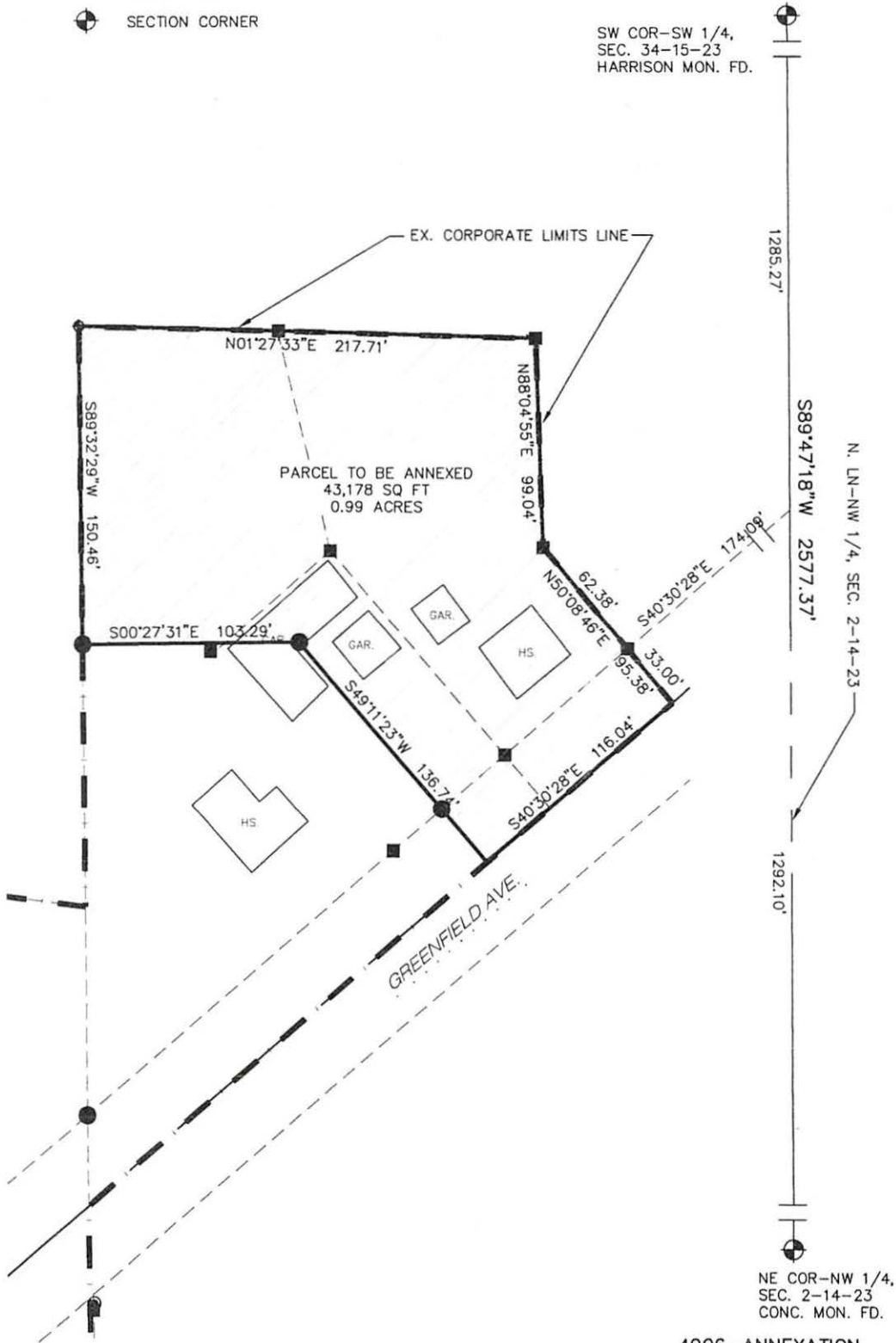
ANNEXATION MAP FOR  
**SHEBOYGAN CHRISTIAN SCHOOL**  
LOCATED IN THE NE 1/4 - NW 1/4,  
SECTION 2, T. 14 N.-R. 23 E.,  
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

**LEGEND**

- IRON PIPE FOUND IN PLACE
- 1" X 18" (O.D.) IRON PIPE SET WEIGHING 1.13 LBS. PER LINEAL FOOT
- ⊕ SECTION CORNER



SW COR-SW 1/4,  
SEC. 34-15-23  
HARRISON MON. FD.



# Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration  
Municipal Boundary Review  
PO Box 1645, Madison WI 53701  
608-264-6102 Fax: 608-264-6104  
[wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
<http://doa.wi.gov/municipalboundaryreview>

## Petitioner Information

Name: **SHEBOYGAN CHRISTIAN SCHOOL**

Address: **929 GREENFIELD AVENUE**

**SHEBOYGAN, WI 53081**

Email: **JOHN.WARMUS@SHEBOYGANCHRISTIAN.COM**

Office use only:

1. Town where property is located: **WILSON**

2. Petitioned City or Village: **SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **0.99**

6. Tax parcel number(s) of territory to be annexed  
(if the territory is part or all of an existing parcel): **59030450310,  
59030450330, 59030450320**

Petitioners phone:

**920-458-9981**

Town clerk's phone:

**920-208-2390**

City/Village clerk's phone:

**920-459-3361**

## Contact Information if different than petitioner:

Representative's Name and Address:

**ERIC OTTE**

**JE ARTHUR AND ASSOCIATES, INC.**

**548 PRAIRIE ROAD**

**FOND DU LAC, WI 54935**

Phone: **920-922-5703**

E-mail: **ERICOTTE@JEAAA.COM**

Surveyor or Engineering Firm's Name & Address:

**ERIC OTTE**

**JE ARTHUR AND ASSOCIATES, INC.**

**548 PRAIRIE ROAD**

**FOND DU LAC, WI 54935**

Phone: **920-922-5703**

E-mail: **ERICOTTE@JEAAA.COM**

## Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
  - Unanimous per [s. 66.0217 \(2\)](#), or,  
OR
  - Direct by one-half approval per [s. 66.0217 \(3\)](#)
- Check or money order covering review fee [see next page for fee calculation]

---

# Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

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## Required Fees

There is an initial filing fee and a variable review fee

**\$200 Initial Filing Fee** (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

**\$200 Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

**\$400 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)**

---

**Attach** check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS  
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED  
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD  
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: \_\_\_\_\_

Payee: \_\_\_\_\_ Check Number: \_\_\_\_\_

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

Amount: \_\_\_\_\_



VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 8, 2020.

Your Committee to whom was referred pursuant to R. O. No. 47-20-21 by City Clerk submitting various license applications; recommends granting the following license application:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3461	HCM Hospitality (Bar 43 at Harbor Centre Marina)	821 Broughton Drive

_____	_____
_____	_____
_____	_____

Committee

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

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

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

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 8, 2020.

Your Committee to whom was referred pursuant to R. O. No. 54-20-21 by City Clerk submitting various license applications; recommends granting the following license applications:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3309	Duron, Monica	1129 Lincoln Avenue
3318	Havens, Dax C.	826 Valley Road, Kohler
3316	Helgeson, Tristan M.	1123 High Avenue
2240	Herman, Jessica A.	502 Huron Street, Manitowoc
3308	Marquardt, Arthur R.	N1014 Dorn Road, Chilton
3307	Marquardt, Krystal D.	N1014 Dorn Road, Chilton
3317	Miske, Joshua S.	1528 N. 35 <sup>th</sup> Street
3311	Nichols, Trinity D.	1709 Superior Avenue
0698	Rivera, Nicholas R.	1602 Maryland Avenue
3304	Rodrigues, Michelle R.	619A End Court
0904	Schmidt, Amanda R.	13 Seneca Trail
3314	Schuyler, Caitlin	2332 Carmen Avenue Apt. 6G
0479	Tempas, Christine S.	131 Cherry Street
3315	Varela, Marissa	1610 S. 19 <sup>th</sup> Street
7454	Wery, Corbin J.	1210 Superior Avenue
4808	Wierikko, Kim M.	4020 N. 52 <sup>nd</sup> Street
2746	Yang, Shoua	721 S. 15 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3306	Simmons, Timmeke D.	1718B Indiana Ave

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

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

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.  
September 8, 2020.

Your Committee to whom was referred Res. No. 73-20-21 by Alderpersons Donohue and Bohren authorizing City officials to execute the Payment in Lieu of Taxes (PILOT) Agreement between the City of Sheboygan and Regency JS, LLC with regard to the apartment projects located at 919 Wisconsin Avenue; recommends adopting the Resolution.

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

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

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

III

Res. No. 73 - 20 - 21. By Alderpersons Donohue and Bohren.  
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Payment in Lieu of Taxes [PILOT] Agreement between the City of Sheboygan and Regency JS, LLC with regard to the apartment projects located at 919 Wisconsin Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Payment in Lieu of Taxes Agreement between the City of Sheboygan and Regency JS, LLC, a copy of which is attached hereto, and to take any other action necessary to accept the PILOT payments pursuant to the Agreement.

FAP.  
adopt.

*By Lynne Bohren*

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

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

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

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

## PAYMENT IN LIEU OF TAXES AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Regency JS, LLC, a Wisconsin limited liability company ("*Owner*"), whose sole member is Future Wisconsin Housing Fund, Inc., a Wisconsin nonstock corporation ("*FWHF*"), and the City of Sheboygan (the "*City*").

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

### 1. DEFINITIONS

a. The term "*Project*," shall mean the apartment projects located at 919 Wisconsin Avenue, Sheboygan, Wisconsin, more specifically described in Exhibit A, attached hereto.

b. The term "*Taxing Body*" shall mean the State of Wisconsin (the "*State*") or any political subdivision or taxing unit thereof in which the Projects are situated and which would have the authority to assess or levy real or personal property taxes or to certify such taxers to a taxing body or public officer to be levied for its use and benefit with respect to the Projects if they were not exempt from taxation.

### 2. EFFECTIVE DATE

Owner covenants and agrees that it will rent or lease the dwelling units within the Project to persons 55 years of age or older. This Agreement is effective as of January 1, 2020.

### 3. AGREEMENT TO MAKE PILOT

The City and Owner recognize the exemption of Owner and the Projects from all real and personal property tax under the Constitution and Statutes of the State. However, Owner has agreed to make a Payment in Lieu of Taxes ("*PILOT*") to the City.

### 4. CITY SERVICES

The City agrees to furnish governmental services and benefits to Owner and the Projects of the same type and to the same extent as are furnished from time to time, without cost or charge (except by means of property tax), to commercial, multi-unit residential dwellings and inhabitants of the City. Owner understands that it may be subject to special assessments or special charges charged by the City in the same manner that such special assessments and special charges are charged for similar services and or undertakings to commercial, multi-unit residential dwellings in the City.

5. **PILOT PAYMENTS**

a. **PILOT Amount.** In recognition of those services and benefits covered in this Agreement, Owner agrees to pay the City an annual PILOT for the Project for each calendar year during which Owner owns the Project. The PILOT shall be as follows:

	<u>919 Wisconsin Ave</u>
2020	\$21,600
2021 and years following	\$21,600

b. **Payment Due Date.** PILOT payments hereunder shall be due and payable (i) in full on or before January 31 of the year following the tax year for which the PILOT was calculated, or (ii) if Owner elects to pay in installments, according to the following schedule: one-half of the PILOT by January 31, and the remaining one-half by July 31, where January and July are in the year following the year for which the PILOT was calculated. Owner shall be deemed to have elected to pay the PILOT in installments as provided in (ii) above by making payments according to the schedule hereunder. Owner shall pay a 1% per month late fee on any delinquent PILOT payment; provided, however no late fee shall be assessed for non-payment or partial payment permitted under Section 5d., hereof.

c. **Use of Payment.** The City may use and expend PILOT payments hereunder in such manner and for such purposes, as the City desires.

6. **TERM**

This Agreement shall terminate on the day before the respective January 1st of the year during which any of the following events occurs:

a. The City determines that the Projects no longer legally qualify for property tax exemption.

b. Enactment by the State of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property.

c. Repeal by the State of the property tax exemption for the Project and other similarly situated property.

d. Upon a determination by Owner that continuation of the Agreement is not in the best interests of Owner and after 30 days written notice to the City of such determination.

7. **INSPECTION AND DOCUMENTS**

Owner agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Attorney's Office, and the City Finance Department) with respect to

this Agreement by allowing inspections of the Projects, upon reasonable written request of the City, and of such documents that Owner and City may reasonably agree are relevant to an exemption determination.

8. AMENDMENT

The City and Owner expressly reserve the right to modify and amend this Agreement from time to time as they shall mutually agree in writing executed by the parties.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement and/or the application of this Agreement to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State shall be the governing laws with respect to this Agreement.

10. AUTHORITY

Owner represents and warrants to the City that its officers executing this Agreement have been duly authorized to so execute and to cause Owner to enter this Agreement. The City represents and warrants to Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers as of the date and year first written above.

Regency JS, LLC  
By: Future Wisconsin Housing Fund, Inc.,  
Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF Sheboygan

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description**

919 Wisconsin Avenue

The West 5 feet of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 131, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plan thereof.

## PAYMENT IN LIEU OF TAXES AGREEMENT

This Agreement is entered into this 9<sup>th</sup> day of September, 2020, by and between Regency JS, LLC, a Wisconsin limited liability company ("*Owner*"), whose sole member is Future Wisconsin Housing Fund, Inc., a Wisconsin nonstock corporation ("*FWHF*"), and the City of Sheboygan (the "*City*").

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

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a. The term "*Project*," shall mean the apartment projects located at 919 Wisconsin Avenue, Sheboygan, Wisconsin, more specifically described in Exhibit A, attached hereto.

b. The term "*Taxing Body*" shall mean the State of Wisconsin (the "*State*") or any political subdivision or taxing unit thereof in which the Projects are situated and which would have the authority to assess or levy real or personal property taxes or to certify such taxers to a taxing body or public officer to be levied for its use and benefit with respect to the Projects if they were not exempt from taxation.

### 2. EFFECTIVE DATE

Owner covenants and agrees that it will rent or lease the dwelling units within the Project to persons 55 years of age or older. This Agreement is effective as of January 1, 2020.

### 3. AGREEMENT TO MAKE PILOT

The City and Owner recognize the exemption of Owner and the Projects from all real and personal property tax under the Constitution and Statutes of the State. However, Owner has agreed to make a Payment in Lieu of Taxes ("*PILOT*") to the City.

### 4. CITY SERVICES

The City agrees to furnish governmental services and benefits to Owner and the Projects of the same type and to the same extent as are furnished from time to time, without cost or charge (except by means of property tax), to commercial, multi-unit residential dwellings and inhabitants of the City. Owner understands that it may be subject to special assessments or special charges charged by the City in the same manner that such special assessments and special charges are charged for similar services and or undertakings to commercial, multi-unit residential dwellings in the City.

5. PILOT PAYMENTS

a. PILOT Amount. In recognition of those services and benefits covered in this Agreement, Owner agrees to pay the City an annual PILOT for the Project for each calendar year during which Owner owns the Project. The PILOT shall be as follows:

	<u>919 Wisconsin Ave</u>
2020	\$21,600
2021 and years following	\$21,600

b. Payment Due Date. PILOT payments hereunder shall be due and payable (i) in full on or before January 31 of the year following the tax year for which the PILOT was calculated, or (ii) if Owner elects to pay in installments, according to the following schedule: one-half of the PILOT by January 31, and the remaining one-half by July 31, where January and July are in the year following the year for which the PILOT was calculated. Owner shall be deemed to have elected to pay the PILOT in installments as provided in (ii) above by making payments according to the schedule hereunder. Owner shall pay a 1% per month late fee on any delinquent PILOT payment; provided, however no late fee shall be assessed for non-payment or partial payment permitted under Section 5d., hereof.

c. Use of Payment. The City may use and expend PILOT payments hereunder in such manner and for such purposes, as the City desires.

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b. Enactment by the State of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property.

c. Repeal by the State of the property tax exemption for the Project and other similarly situated property.

d. Upon a determination by Owner that continuation of the Agreement is not in the best interests of Owner and after 30 days written notice to the City of such determination.

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Owner agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Attorney's Office, and the City Finance Department) with respect to

this Agreement by allowing inspections of the Projects, upon reasonable written request of the City, and of such documents that Owner and City may reasonably agree are relevant to an exemption determination.

8. AMENDMENT

The City and Owner expressly reserve the right to modify and amend this Agreement from time to time as they shall mutually agree in writing executed by the parties.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement and/or the application of this Agreement to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State shall be the governing laws with respect to this Agreement.

10. AUTHORITY

Owner represents and warrants to the City that its officers executing this Agreement have been duly authorized to so execute and to cause Owner to enter this Agreement. The City represents and warrants to Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers as of the date and year first written above.

Regency JS, LLC  
By: Future Wisconsin Housing Fund, Inc.,  
Sole Member

By: Kurt B Wolff  
Name: Kurt Wolff  
Title: Secretary/Treasurer

CITY OF Sheboygan  
By: Mart W. Halverson  
Name: Martin Halverson  
Title: Finance Director

**EXHIBIT A**

**Legal Description**

919 Wisconsin Avenue

The West 5 feet of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 131, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plan thereof.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 8, 2020.

Your Committee to whom was referred Res. No. 75-20-21 by Alderpersons Dekker and Sorenson authorizing the Director of Public Works to accept a conveyance of certain lands from Acuity Insurance; 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. 75 - 20 - 21. By Alderpersons Dekker and Sorenson.  
August 17, 2020.

A RESOLUTION authorizing the Director of Public Works to accept a conveyance of certain lands from Acuity Insurance.

RESOLVED: That the City of Sheboygan hereby authorizes the Director of Public Works to take any and all actions necessary for the acceptance of a dedication of lands for street right-of-way purpose, as described on the attached Exhibit. Said actions include, but are not limited to, receiving deeds and easement documents and recording said documents.

PW  
adopt

Dean Dekker  
Ben Sees

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

# EXHIBIT

**CLIENT**  
Mortenson

**SITE ADDRESS**  
2800 S. Taylor Drive, City of Sheboygan, Sheboygan County, Wisconsin.

**LEGAL DESCRIPTION**  
Right of way Conveyance for 2800 S. Taylor Drive  
Bearings are referenced to the Sheboygan County Coordinate System, in which the South line of the Southwest 1/4 of Section 28, Town 15 North, Range 23 East, bears N89°33'20"E.

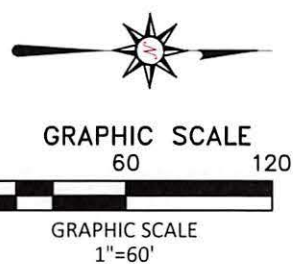
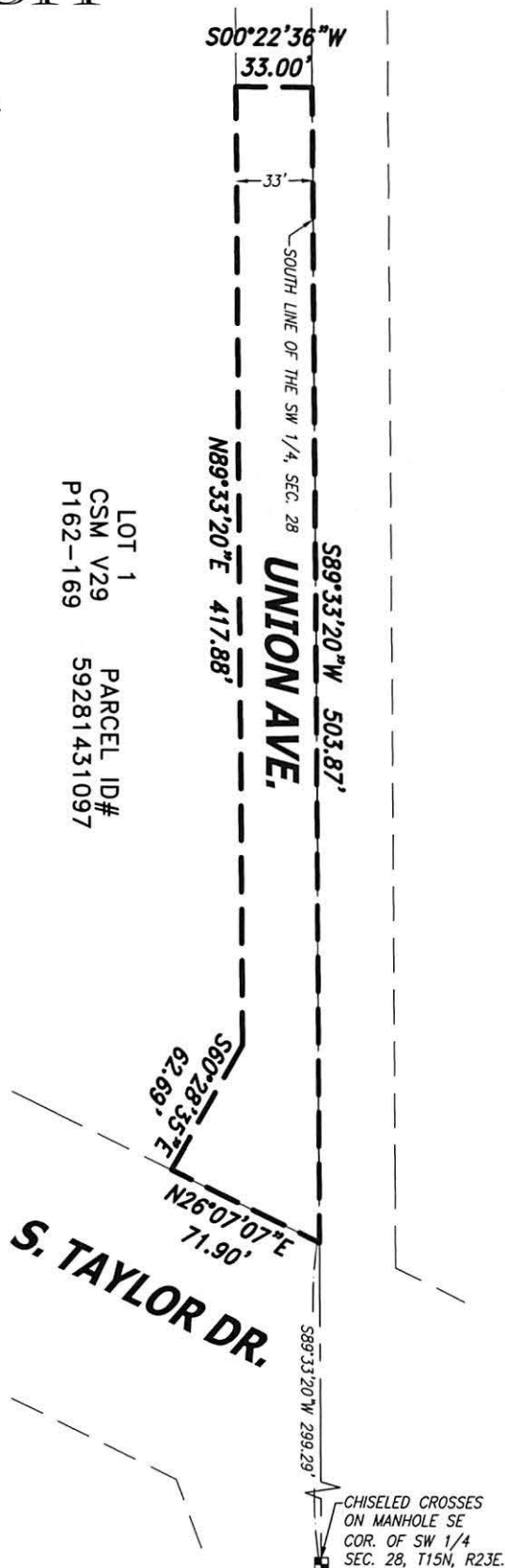
A part of Lot 1 of CSM V29, P162-169 in the Southeast 1/4 of the Southwest 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of said Southwest 1/4 section; thence South 89°33'20" West along the South line of said Quarter Section 299.29 feet to the point of beginning of the lands described hereinafter; thence continue South 89°33'20" West along said South line 503.87 feet to a point; thence South 00°22'36" West 33.00 feet to a point; thence North 89°33'20" East 417.88 feet to a point; thence South 60°28'35" East 62.69 feet to a point on the West line of Taylor Avenue; thence North 26°07'07" East along said West line 71.90 feet to the point of beginning.

Said land contains 17,457 square feet or 0.4008 acres.

LOT 1  
CSM V29  
P162-169

PARCEL ID#  
59281431097



DATE: May 11, 2020

**CHAPUT**  
**LAND SURVEYS**

234 W. Florida Street  
Milwaukee, WI 53204

414-224-8068  
www.chaputlandsurveys.com

Date	Revision description

This document is an instrument of professional service, and may be protected by the surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties.

Drawing No. 2568-far

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 8, 2020.

Your Committee to whom was referred Res. No. 76-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to approve the dedication of a temporary limited easement for purposes of allowing Rogers Behavioral Health to grade in the City of Sheboygan right-of-way; 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. 76-20-21. By Alderpersons Dekker and Sorenson.  
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to approve the dedication of a temporary limited easement for purposes of allowing Rogers Behavioral Health to grade in the City of Sheboygan right-of-way.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached temporary limited easement dedicating 0.392 acres of land to Rogers Behavioral Health for the purpose of grading.

As  
adopt

Dean Dekker

Ben Seeg

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

**TEMPORARY LIMITED EASEMENT**

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
lpa1577 04/2016 (replaces lpa1577 10/2011)

**THIS EASEMENT**, made by the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTOR, conveys a temporary limited easement as described below to **ROGERS MEMORIAL HOSPITAL, INC.**, a Wisconsin non-stock corporation, GRANTEE, for the sum of **One** dollars (**\$1.00**) and other valuable consideration for the purpose of the grading in the **South Taylor Drive** right of way, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the earthwork operations (including final restoration) but shall not extend beyond October 15, 2021.

This space is reserved for recording data

Return to  
City of Sheboygan  
City Attorney's Office  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number  
For the benefit of 59281215710

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE ATTACHED TEMPORARY GRADING EASEMENT EXHIBIT

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

State of Wisconsin )  
 )  
 ) ss.  
 )  
 ) County)

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
Signature, Notary Public, State of Wisconsin

\_\_\_\_\_  
Print or Type Name, Notary Public, State of Wisconsin

\_\_\_\_\_  
Date Commission Expires

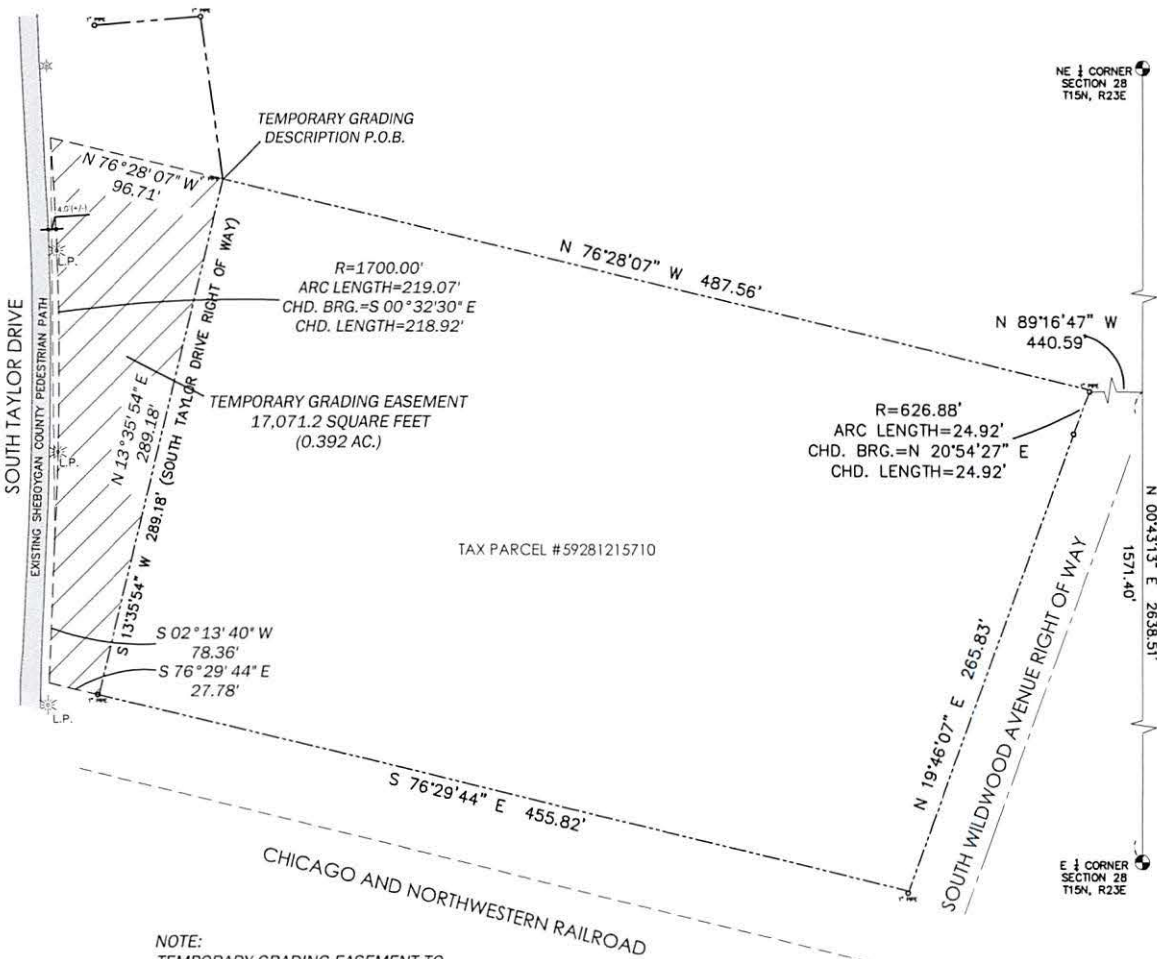
This instrument was drafted by:  
Michael P. Born, WI PLS S-2984  
City of Sheboygan

# Temporary Grading Easement for Rogers Behavioral Health 1108 South Wildwood Avenue

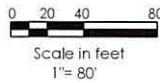
Part of Government Lot 1, Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the East  $\frac{1}{4}$  corner of Section 28, thence N 00° 43' 13" E, 1571.40 feet along the East line of the NE  $\frac{1}{4}$  of said Section; thence N 89° 16' 47" W, 440.59 feet to the west line of South Wildwood Avenue Right of Way and NE corner of said property; thence N 76° 28' 07" W, 487.56 feet to the Point of Beginning for the Temporary Grading description; thence N 76° 28' 07" W, 96.71 feet; thence 1700 foot radii curve with an arc length of 219.07 feet, central angle of 7° 23' 01", chord bearing S 00° 32' 30" E and a chord length of 218.92 feet; thence S 02° 13' 40" W, 78.36 feet; thence S 76° 29' 44" E, 27.78 feet; to the SW corner of said property and the East line of the South Taylor Drive Right of Way; thence N 13° 35' 54" E, 289.18 feet along the East line of the South Taylor Drive Right of Way to the Point of Beginning.

The above description for the temporary grading easement area described contains 0.392 acres (17,071.2 square feet) of land, more or less.



NOTE:  
TEMPORARY GRADING EASEMENT TO  
REMAIN ACTIVE UNTIL COMPLETION OF  
EARTHWORK OPERATIONS (INCLUDING  
FINAL RESTORATION) BUT SHALL NOT  
EXTEND BEYOND OCTOBER 15, 2021



IX

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
September 8, 2020.

Your Committee to whom was referred a copy of Gen. Ord. No. 15-20-21 by Alderpersons Sorenson and Bohren annexing territory from the Town of Wilson to the City of Sheboygan, Wisconsin; recommends adopting the Ordinance contingent on the approval of the Department of Administration and the understanding the amount of the taxes would be paid by the city.

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

IX

6.2

Gen. Ord. No. 15 - 20 - 21. By Alderpersons Sorenson and Bohren.  
August 3, 2020.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with § 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 24th day of July, 2020, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of Section 2, T. 14 N., R. 23 E., Town of Wilson, Sheboygan County, Wisconsin and more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of said Section 2; thence South 89°-47'-18" West along the North line of the Northwest 1/4 of said Section 2, 1292.10 feet; thence South 40°-30'-28" East along the Southwesterly right of way line of Greenfield Avenue and its Northwesterly extension, 174.09 feet to the point of beginning; thence North 50°-08'-46" East, 33.00 feet to a point on the centerline of Greenfield Avenue; thence South 40°-30'-28" East along said centerline, 116.04 feet; thence South 49°-11'-23" West, 136.74; thence South 00°-27'-31" East, 103.29 feet; thence South 89°-32'-29" West, 150.46 feet; thence North 01°-27'-33" East, 217.71 feet; thence North 88°-04'-55" East, 99.04 feet; thence North 50°-08'-46" East, 62.38 feet to the point of beginning and containing 0.99 acres (43,178 sq. ft.) of land, more or less.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with § 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. The petitioner of the annexation agrees for the next five (5) years to pay annually to the City of Sheboygan an amount equal to the property taxes that the Town of Sheboygan levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the

City Plan  
T+P


annexation is final. Said sum shall be in addition to City taxes levied on the parcel.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. 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 establishing the Use District Classification of said lands as Class SR-5, Suburban Residential 5 Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward, 10th Aldermanic District, of the City of Sheboygan, pending approval by the Sheboygan County Board as it relates to County Supervisory Districts.

Section 7. 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 upon passage and publication as provided by law.

  
\_\_\_\_\_

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

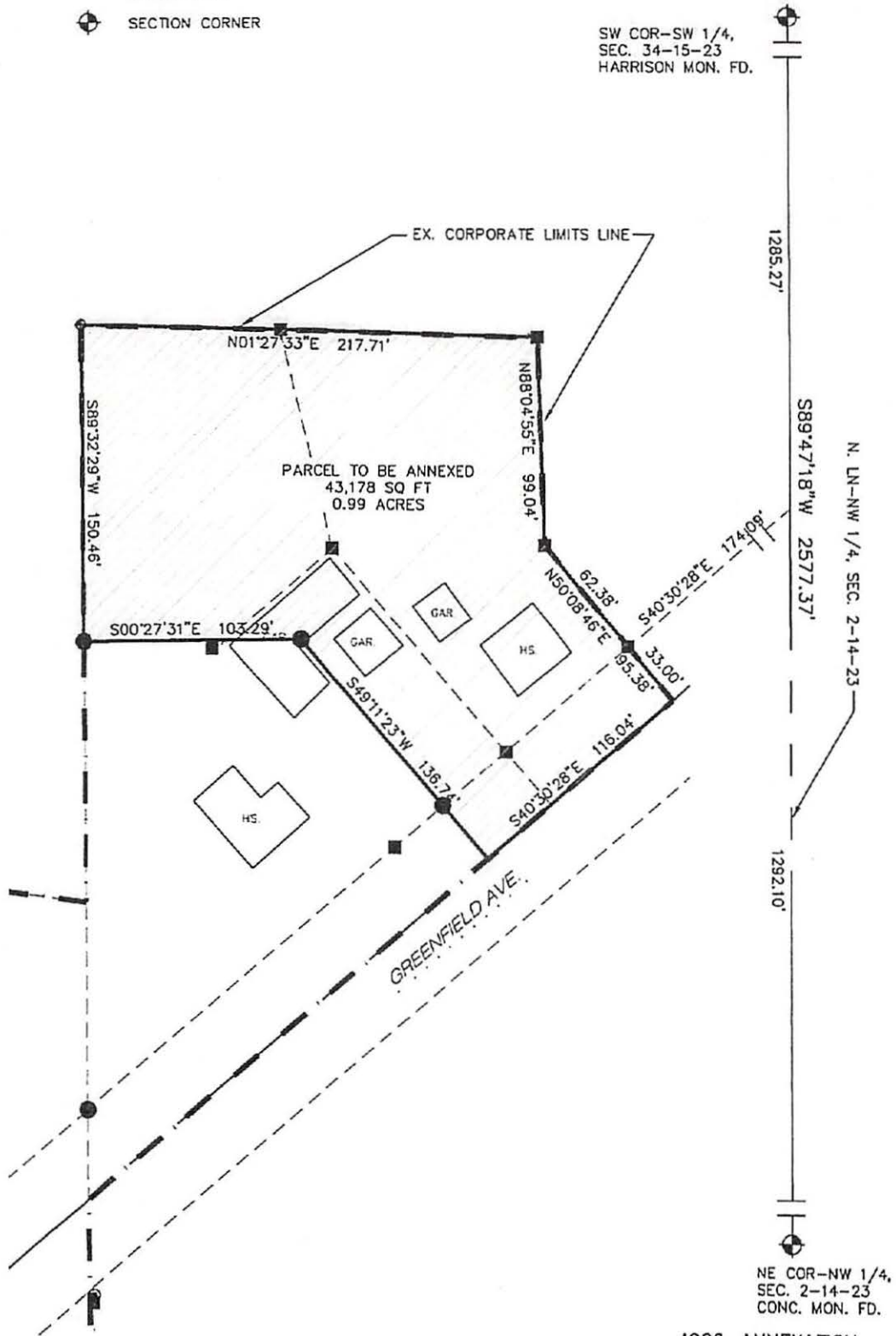
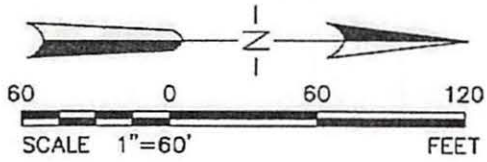
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# SHEBOYGAN CHRISTIAN SCHOOL

LOCATED IN THE NE 1/4 - NW 1/4,  
SECTION 2, T. 14 N.-R. 23 E.,  
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

### LEGEND

- IRON PIPE FOUND IN PLACE
- 1" X 18" (O.D.) IRON PIPE SET WEIGHING 1.13 LBS. PER LINEAL FOOT
- ⊕ SECTION CORNER



SW COR-SW 1/4,  
SEC. 34-15-23  
HARRISON MON. FD.

1285.27'

S89°47'18"W 2577.37'

N. LN-NW 1/4, SEC. 2-14-23

1292.10'

NE COR-NW 1/4,  
SEC. 2-14-23  
CONC. MON. FD.

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 8, 2020.

Your Committee to whom was referred Gen. Ord. No. 18-20-21 by Alderpersons Dekker and Sorenson creating a 15 Minute Parking zone Monday through Friday from 7:00 a.m. to 4:30 p.m. on the west side of N. 6<sup>th</sup> Street between Wisconsin Avenue and New York Avenue; recommends adopting the Ordinance.

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

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

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

~~X~~

63

Gen. Ord. No. 18 - 20 - 21. By Alderpersons Dekker and Sorenson.  
August 17, 2020.

AN ORDINANCE creating a 15 Minute Parking zone Monday through Friday from 7:00 a.m. to 4:30 p.m. on the west side of N. 6th Street between Wisconsin Avenue and New York Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of N. 6th Street from 30 feet south of the south curb line of Wisconsin Avenue to 175 feet south of the south curb line of Wisconsin Avenue is hereby added to the list of locations where a 15 Minute Parking zone Monday through Friday from 7:00 a.m. to 4:30 p.m. is permitted.

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.

*PW adopt*

*Dean Dekker*

*Dean Sorenson*

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 CITY CLERK. September 8, 2020.

Submitting a communication from the Wisconsin Department of Administration regarding the Sheboygan Christian School Annexation.

---

CITY CLERK



TONY EVERS

GOVERNOR

JOEL BRENNAN

SECRETARY

**Municipal Boundary Review**

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)

Web: <http://doa.wi.gov/municipalboundaryreview>

August 18, 2020

PETITION FILE NO. 14329

MEREDITH DEBRUIN, CLERK  
CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081-4442

JULIE WICKER, CLERK  
TOWN OF WILSON  
5935 S BUSINESS DR  
SHEBOYGAN, WI 53081-8930

Subject: SHEBOYGAN CHRISTIAN SCHOOL ANNEXATION

The proposed annexation submitted to our office on July 29, 2020, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF SHEBOYGAN**, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14329 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to [mds@wi.gov](mailto:mds@wi.gov) or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2403>  
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting a review letter and certified subdivision plat drawing for the Stonebrook Crossing Addition No. 1 from the Wisconsin Department of Administration.

---

CITY CLERK

## DeBruin, Meredith

---

**From:** Sime, Don R - DOA <Don.Sime@wisconsin.gov> on behalf of DOA Dir Plat Review <plat.review@wisconsin.gov>  
**Sent:** Monday, August 24, 2020 11:00 AM  
**To:** DeBruin, Meredith; plancon@sheboygancounty.com; letsplan@baylakerpc.org  
**Subject:** DOA REVIEW, STONEBROOK CROSSING ADDITION NO. 1, 28267  
**Attachments:** 28267\_20200824\_doa\_prelim\_cert\_letter.docx; 28267\_20200824\_doa\_final\_cert\_plat.pdf

Interested Parties:

The Wisconsin Department of Administration reviewed the STONEBROOK CROSSING ADDITION NO. 1 preliminary subdivision plat.

Attached is the review letter and the certified subdivision plat drawing.

Plat Review  
WI Dept of Administration  
[plat.review@wisconsin.gov](mailto:plat.review@wisconsin.gov)  
<https://doa.wi.gov/platreview>



TONY EVERS  
GOVERNOR  
JOEL BRENNAN  
SECRETARY

Plat Review  
101 E Wilson St FL 9, Madison WI 53703  
PO Box 1645, Madison WI 53701  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<https://doa.wi.gov/platreview>

August 24, 2020

**019**  
PERMANENT FILE NO. 28267

DAVID LEININGER  
HOMELAND SURVEYING  
2079 COLD SPRINGS RD  
SAUKVILLE WI 53080

Subject: STONEBROOK CROSSING ADDITION NO. 1  
SE 1/4 & NE 1/4 S9 T14N R23E  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY

Dear Mr. Leininger:

You have submitted the preliminary plat of STONEBROOK CROSSING ADDITION NO. 1 for review. The Department of Administration does not object to this preliminary plat and certifies it as complying with the requirements of: s. 236.16, and s. 236.20 Wis. Stats.; and the Sheboygan County Planning & Conservation Department.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

We have examined and find that, with the exceptions noted below, this preliminary plat appears to conform with the applicable layout requirements of ss. 236.16 and 236.20, Wis. Stats.

- s. 236.16 (3)           The adjacent Moenning Road right of way provides public access to the navigable stream that bounds the subdivision as required by this section.
  
- s. 236.20 (2) (e)       Lot numbering as shown does not meet the requirements of this section. Lots must be consecutively numbered throughout the subdivision (there are (2) lots numbered 59) and within each block. Blocks are defined by interior street right of way and exterior subdivision boundaries. Please contact our office for guidance on complying with this section.

Note: Sheboygan County should be shown as an objecting authority for this plat.

**COUNTY PLANNING AGENCY:**

The Sheboygan County Planning & Conservation Department is an objecting agency on this plat. On July 31, 2020 we transmitted copies to them for review. On August 11, 2020 we received a copy of the plat certifying no objection.

Local government units, during their review of the plat, will resolve, when applicable, that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management plans, if sewerred;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities.

If there are any questions concerning this review or preparation and submittal of the final plat, please contact our office, at the number listed below.

Regards,



Don Sime, PLS

Plat Review

Email: [plat.review@wi.gov](mailto:plat.review@wi.gov)

Enc: Print

cc: Lee Realty of Sheboygan, Inc, Owner  
Clerk, City of Sheboygan  
Sheboygan County Planning & Conservation Department

ORIGINAL RECEIVED FROM SURVEYOR ON 07/31/2020; REVIEWED ON 08/24/2020



VIII

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY PLAN COMMISSION. September 8, 2020.

Your Commission to whom was referred Res. No. 72-20-21 by Alderperson Bohren authorizing the appropriate City officials to execute a Public Access Easement Agreement between Wild Leisle Real Estate Holding, LLC, Visit Sheboygan, Inc., and the City of Sheboygan, regarding public and pedestrian access across property located near 826 South 8<sup>th</sup> Street; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 25, 2020, and after due consideration, recommends adopting the Resolution.

---

CITY PLAN COMMISSION

III

4.2

Res. No. 12 - 20 - 21. By Alderperson Bohren. August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Public Access Easement Agreement between Wild Leisle Real Estate Holdings, LLC, Visit Sheboygan, Inc., and the City of Sheboygan, regarding public and pedestrian access across property located near 826 South 8th Street, Sheboygan, Wisconsin.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Public Access Easement Agreement, a copy of which is attached.

*Plan Commission*

\_\_\_\_\_

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

## PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (“Easement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and among Wild Leisle Real Estate Holdings, LLC, a Wisconsin limited liability company (“WLL”), Visit Sheboygan, Inc., a Wisconsin non-stock, nonprofit corporation (“VSI”) and the City of Sheboygan, a Wisconsin municipal corporation (the “City”).

### RECITALS

- A. WLL is the owner of the real property located in the City of Sheboygan, Sheboygan County, Wisconsin, legally described on attached Exhibit A.
- B. VSI is the Lessee of the real property located in the City of Sheboygan, Sheboygan County, Wisconsin, legally described on attached Exhibit A.
- C. The parties wish to grant to the City a non-exclusive easement for public and pedestrian access across certain areas of the real property referenced in Exhibit A, with such easement legally described on attached Exhibit B (“Easement Area”).

### PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- D. Grant of Easement for STEAM Educational Purposes. WLL hereby declares and grants, and VSI, hereby agrees and consents to for the benefit of the City, a revocable, non-exclusive easement over, across, and upon the Easement Area for public access to STEAM educational programming and exhibits that will be located within the Easement Area. WLL and VSI reserve all rights to use the Easement Area in any matter that does not materially interfere with such easement grant to the City. The Grant of this Easement shall run currently with VSI’s lease term, but in the event the Easement Area is not used for STEAM educational programming for a period of two (2) consecutive years, WLL shall have the right to revoke the public access easement granted herein.

programming and shall receive the prior written approval of WLL and VSI. All uses of the Easement Area shall also comply and conform to requirements set forth in existing Underground Utility Easement(s).

F. Maintenance. WLL and VSI agree that the City has no maintenance responsibilities for the Easements granted herein. All maintenance shall be the responsibility of the Lessee of the land where the Easement Area is located. If the land is no longer leased by the current Lessee or any successor lessee, the owner shall be responsible for all maintenance responsibilities.

G. General Provisions. The following provisions shall apply to this Easement:

- a. The obligations which are imposed by this Easement shall also be considered to be covenants running with the land, and all of the terms and conditions which are contained and expressed in this Easement shall bind and inure to the successors and assigns of the respective parties hereto.
- b. This Easement will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Wisconsin.
- c. No provision contained in this Easement shall be construed as creating a relationship of principal and agent, or partnership or joint venture.
- d. This Easement may not be amended, altered or revised except by a written instrument signed by the then-current owner of the Easement Area, any Lessee of the Easement Area, and the City, and such amendment shall be recorded in the Register of Deeds Office of Sheboygan County.
- e. The captions which are used in this Easement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Easement.
- f. Any notice which one party wishes or is required to give to the other party will be regarded as effective if such notice is in writing and either delivered personally to such party or such notice is sent by certified or registered mail, return receipt requested and postage prepaid, correctly addressed as follows:

If to WLL: Wild Leisle Real Estate Holdings,  
LLC  
Attn: Leslie Kohler/Eric Zufelt  
826 South Eighth St., Suite 4  
Sheboygan, Wisconsin 53081

If to VSI: Visit Sheboygan, Inc.

Attn: Amy Wilson, President  
826 South Eighth St., Suite 1  
Sheboygan, Wisconsin 53081

If to the City:           City of Sheboygan  
                                  828 Center Avenue  
                                  Sheboygan, WI 53081  
                                  Attn: Chad Pelishek, City Planner

Any party may file written notice of change of address with the other parties.

**IN WITNESS TO THIS EASEMENT**, the parties have caused this Public Access Easement to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

*[Signature pages follow]*



**SIGNATURE PAGE TO PUBLIC ACCESS EASEMENT**

**VISIT SHEBOYGAN, INC.**

**Visit Sheboygan, Inc., a**  
Wisconsin non-profit  
corporation

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me as of this \_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_ the \_\_\_\_\_, of Visit Sheboygan, Inc., a  
Wisconsin non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Legal Description of 826 South Eight Street  
Parcel Id# 59281110032**

**Lot 2 of a Certified Survey Map Recorded on July 8, 2011, in Volume 25 of Certified Survey Maps, at Pages 55/56, as Document No. 1926888, being a part of all of Block 212, Lots 1-8 of Block 213, and part of Lot 4, Block 233, Sheboygan Original Plat, including portions of vacated North Water Street, vacated Maryland Avenue and the vacated alley in Block 212, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin**

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT AREA  
Parcel Id# 59281110032**

**Part of Lot 2 of the Certified Survey Map recorded in Volume 25 Pages 55 and 56 of Sheboygan County Certified Survey Maps, including part of vacated Maryland Avenue (NKA Riverfront Drive), part of vacated North Water Street, Lot 4 Block 233 of the Original Plat of the City of Sheboygan, and part of Lots 1, 2, and 3 Block 213 of the Original Plat of the City of Sheboygan, all in the un-numbered Government Lot known as the north fraction of Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.**

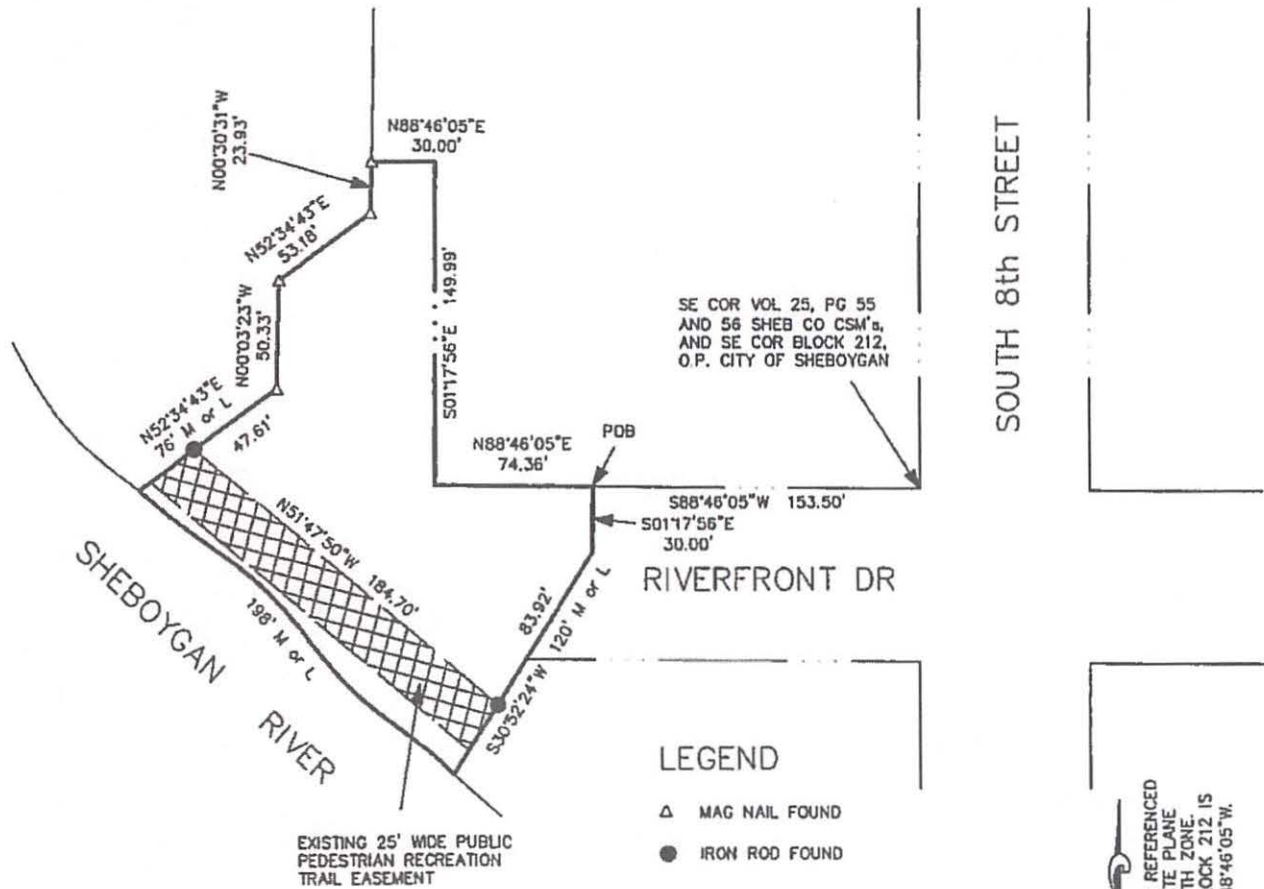
**Commencing at the southeast corner of the Certified Survey Map recorded in Volume 25 Page 55 and 56 of Sheboygan County Certified Survey Maps, said point also being the southeast corner of Block 212 of the Original Plat of the City of Sheboygan; thence S88°46'05"W, along the south line of said Certified Survey Map, and the north line Riverfront Drive, 153.50 feet to the point of beginning of the parcel herein described:**

**Thence S01°17'56"E 30.00 feet; thence S30°52'24"W 83.92 feet to a meander corner; thence N51°47'50"W, along a meander line, 184.70 feet; thence N52°34'43"E 47.61 feet; thence N00°03'23"W 50.33 feet; thence N52°34'43"E 53.18 feet; thence N00°30'31"W 23.93 feet to the south line of a 24 foot wide ingress and egress easement; thence N88°46'05"E, along said south line, 30.00 feet; thence S01°17'56"E 150.01 feet to the north line of vacated Maryland Avenue (NKA Riverfront Drive); thence N88°46'05"E, along said north line, 76.37 feet to the point of beginning, and containing 24490 square feet (0.56 acres) of land, more or less, including those lands lying between the herein described meander line and the waters edge of the Sheboygan River, and between true southwesterly extensions of the second and fourth courses of the parcel described above.**

**MAP OF EASEMENT AREA**

## PUBLIC ACCESS EASEMENT

PART OF LOT 2 OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 25, PAGES 55 AND 56 OF SHEBOYGAN COUNTY CERTIFIED SURVEY MAPS, INCLUDING PART OF VACATED MARYLAND AVENUE (NKA RIVERFRONT DRIVE), PART OF VACATED NORTH WATER STREET, PART OF LOT 4, BLOCK 233 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PARTS OF LOTS 1, 2, 3, AND 4 BLOCK 213 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALL IN THE UN-NUMBERED GOVERNMENT LOT KNOWN AS THE NORTH FRACTION OF SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



### LEGEND

- △ MAG NAIL FOUND
- IRON ROD FOUND

BEARINGS HEREON ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE GRID, SOUTH ZONE. THE SOUTH LINE OF BLOCK 212 IS RECORDED TO BEAR S88°46'05"W.

SCALE: 1" = 80'

**ED HARVEY'S LAND OFFICE, LLC.**  
**N3635 TIMBERVIEW ROAD**  
**WALDO, WI 53093**  
**920-528-7071**



I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

*[Handwritten Signature]*

FEBRUARY 7, 2020

EDGAR HARVEY, JR. WI REGISTERED LAND SURVEYOR NO S-1489

## PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT ("Easement") is entered into as of the 11 day of September, 2020, by and among Wild Leisle Real Estate Holdings, LLC, a Wisconsin limited liability company ("WLL"), Visit Sheboygan, Inc., a Wisconsin non-stock, nonprofit corporation ("VSI") and the City of Sheboygan, a Wisconsin municipal corporation (the "City").

### RECITALS

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- C. The parties wish to grant to the City a non-exclusive easement for public and pedestrian access across certain areas of the real property referenced in Exhibit A, with such easement legally described on attached Exhibit B ("Easement Area").

### PROVISIONS

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If to WLL: Wild Leisle Real Estate Holdings,  
LLC  
Attn: Leslie Kohler/Eric Zufelt  
826 South Eighth St., Suite 4  
Sheboygan, Wisconsin 53081

If to VSI: Visit Sheboygan, Inc.

Attn: Amy Wilson, President  
826 South Eighth St., Suite 1  
Sheboygan, Wisconsin 53081

If to the City: City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081  
Attn: Chad Pelishck, City Planner

Any party may file written notice of change of address with the other parties.

**IN WITNESS TO THIS EASEMENT**, the parties have caused this Public Access Easement to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

*[Signature pages follow]*



**SIGNATURE PAGE TO PUBLIC ACCESS EASEMENT**

**VISIT SHEBOYGAN, INC.**

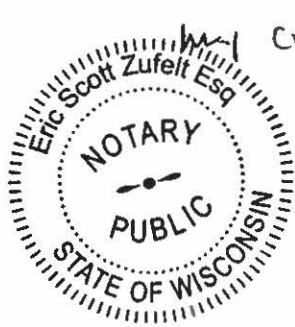
Visit Sheboygan, Inc., a  
Wisconsin non-profit  
corporation

By Amy J. Wilson  
Its President/CEO

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me as of this 11<sup>th</sup> day of September, 2020, by Amy Wilson the President/CEO, of Visit Sheboygan, Inc., a Wisconsin non-profit corporation, on behalf of the corporation.

[Signature]  
Notary Public





**EXHIBIT A**

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Parcel Id# 59281110032**

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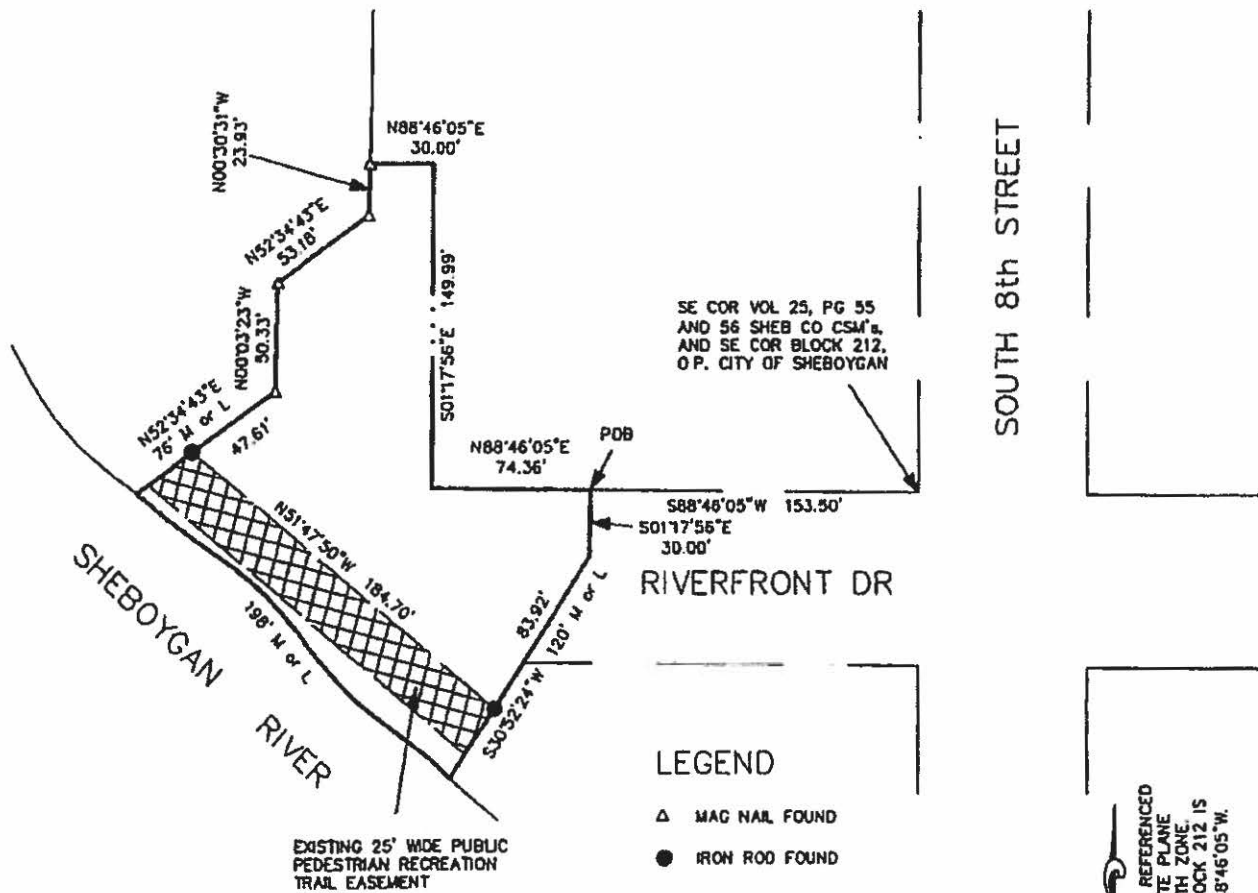
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### LEGEND

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- IRON ROD FOUND

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 TO THE WISCONSIN STATE PLANE  
 COORDINATE GRID, SOUTH ZONE.  
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SCALE: 1" = 80'

**ED HARVEY'S LAND OFFICE, LLC.**  
**N3635 TIMBERVIEW ROAD**  
**WALDO, WI 53093**  
**920-528-7071**



I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF

*Edgar Harvey, Jr.*  
 \_\_\_\_\_  
 EDGAR HARVEY, JR. WI REGISTERED LAND SURVEYOR NO S-1488

FEBRUARY 7, 2020



8 5 2 6 9 4 8

Tx:4198394

2098688

SHEBOYGAN COUNTY, WI

RECORDED ON

09/15/2020 01:05 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 10

Return to:  
City of Sheboygan  
Department of City Development  
828 Center Ave, Suite 208  
Sheboygan WI 53081-4442

### PUBLIC ACCESS EASEMENT AGREEMENT

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- B. VSI is the Lessee of the real property located in the City of Sheboygan, Sheboygan County, Wisconsin, legally described on attached Exhibit A.
- C. The parties wish to grant to the City a non-exclusive easement for public and pedestrian access across certain areas of the real property referenced in Exhibit A, with such easement legally described on attached Exhibit B ("Easement Area").

### PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- D. Grant of Easement for STEAM Educational Purposes. WLL hereby declares and grants, and VSI, hereby agrees and consents to for the benefit of the City, a revocable, non-exclusive easement over, across, and upon the Easement Area for public access to STEAM educational programming and exhibits that will be located within the Easement Area. WLL and VSI reserve all rights to use the Easement Area in any matter that does not materially interfere with such easement grant to the City. The Grant of this Easement shall run currently with VSI's lease term, but in the event the Easement Area is not used for STEAM educational programming for a period of two (2) consecutive years, WLL shall have the right to revoke the public access easement granted herein.

programming and shall receive the prior written approval of WLL and VSI. All uses of the Easement Area shall also comply and conform to requirements set forth in existing Underground Utility Easement(s).

F. Maintenance. WLL and VSI agree that the City has no maintenance responsibilities for the Easements granted herein. All maintenance shall be the responsibility of the Lessee of the land where the Easement Area is located. If the land is no longer leased by the current Lessee or any successor lessee, the owner shall be responsible for all maintenance responsibilities.

G. General Provisions. The following provisions shall apply to this Easement:

- a. The obligations which are imposed by this Easement shall also be considered to be covenants running with the land, and all of the terms and conditions which are contained and expressed in this Easement shall bind and inure to the successors and assigns of the respective parties hereto.
- b. This Easement will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Wisconsin.
- c. No provision contained in this Easement shall be construed as creating a relationship of principal and agent, or partnership or joint venture.
- d. This Easement may not be amended, altered or revised except by a written instrument signed by the then-current owner of the Easement Area, any Lessee of the Easement Area, and the City, and such amendment shall be recorded in the Register of Deeds Office of Sheboygan County.
- e. The captions which are used in this Easement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Easement.
- f. Any notice which one party wishes or is required to give to the other party will be regarded as effective if such notice is in writing and either delivered personally to such party or such notice is sent by certified or registered mail, return receipt requested and postage prepaid, correctly addressed as follows:

If to WLL: Wild Leisle Real Estate Holdings,  
LLC  
Attn: Leslie Kohler/Eric Zufelt  
826 South Eighth St., Suite 4  
Sheboygan, Wisconsin 53081

If to VSI: Visit Sheboygan, Inc.

Attn: Amy Wilson, President  
826 South Eighth St., Suite 1  
Sheboygan, Wisconsin 53081

If to the City:           City of Sheboygan  
                                  828 Center Avenue  
                                  Sheboygan, WI 53081  
                                  Attn: Chad Pelishck, City Planner

Any party may file written notice of change of address with the other parties.

**IN WITNESS TO THIS EASEMENT**, the parties have caused this Public Access Easement to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

*[Signature pages follow]*

**SIGNATURE PAGE TO PUBLIC ACCESS EASEMENT**

**WILD LEISLE REAL ESTATE HOLDINGS, LLC**

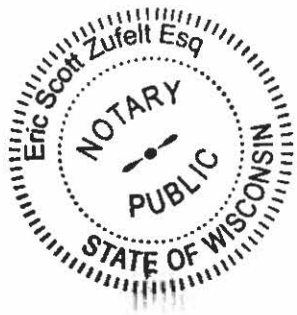
**Wild Leisle Real Estate Holdings,  
LLC, a Wisconsin limited liability  
company**


By 

Its sole member

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF SHEBOYGAN

This instrument was acknowledged before me as of this 11<sup>th</sup> day of September, 2020, by Leslie Kohler, the sole member, of Wild Leisle Real Estate Holdings, LLC, a Wisconsin limited liability company, on behalf of the limited liability company.



  
Notary Public

My Commission is permanent

**SIGNATURE PAGE TO PUBLIC ACCESS EASEMENT**

**VISIT SHEBOYGAN, INC.**

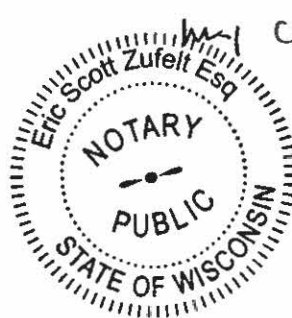
Visit Sheboygan, Inc., a  
Wisconsin non-profit  
corporation

By Amy L. Wilson  
Its President/CEO

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me as of this 11<sup>th</sup> day of September, 2020, by Amy Wilson the President/CEO, of Visit Sheboygan, Inc., a Wisconsin non-profit corporation, on behalf of the corporation.

[Signature]  
Notary Public





**EXHIBIT A**

**Legal Description of 826 South Eight Street  
Parcel Id# 59281110032**

**Lot 2 of a Certified Survey Map Recorded on July 8, 2011, in Volume 25 of Certified Survey Maps, at Pages 55/56, as Document No. 1926888, being a part of all of Block 212, Lots 1-8 of Block 213, and part of Lot 4, Block 233, Sheboygan Original Plat, including portions of vacated North Water Street, vacated Maryland Avenue and the vacated alley in Block 212, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin**

## EXHIBIT B

### LEGAL DESCRIPTION OF EASEMENT AREA Parcel Id# 59281110032

Part of Lot 2 of the Certified Survey Map recorded in Volume 25 Pages 55 and 56 of Sheboygan County Certified Survey Maps, including part of vacated Maryland Avenue (NKA Riverfront Drive), part of vacated North Water Street, Lot 4 Block 233 of the Original Plat of the City of Sheboygan, and part of Lots 1, 2, and 3 Block 213 of the Original Plat of the City of Sheboygan, all in the un-numbered Government Lot known as the north fraction of Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

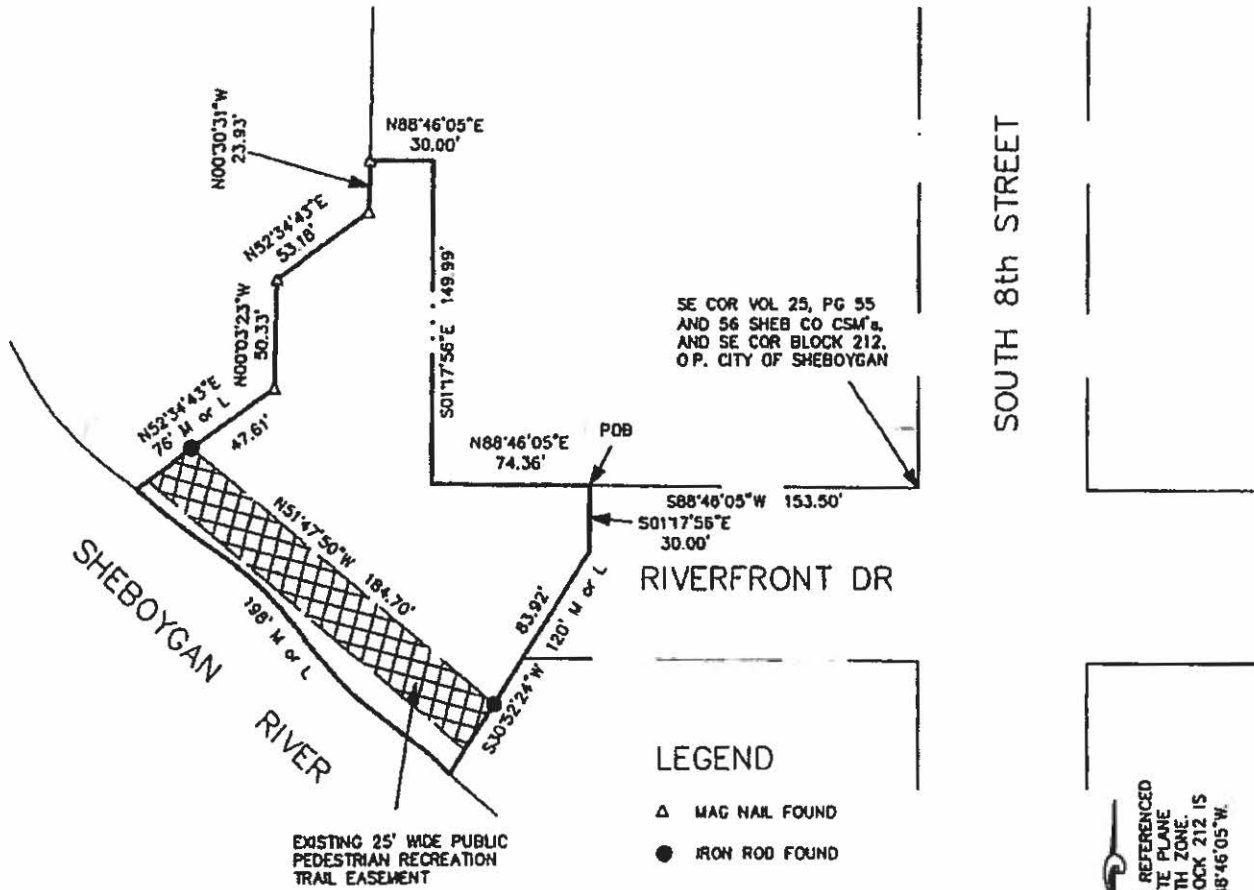
Commencing at the southeast corner of the Certified Survey Map recorded in Volume 25 Page 55 and 56 of Sheboygan County Certified Survey Maps, said point also being the southeast corner of Block 212 of the Original Plat of the City of Sheboygan; thence S88°46'05"W, along the south line of said Certified Survey Map, and the north line Riverfront Drive, 153.50 feet to the point of beginning of the parcel herein described:

Thence S01°17'56"E 30.00 feet; thence S30°52'24"W 83.92 feet to a meander corner; thence N51°47'50"W, along a meander line, 184.70 feet; thence N52°34'43"E 47.61 feet; thence N00°03'23"W 50.33 feet; thence N52°34'43"E 53.18 feet; thence N00°30'31"W 23.93 feet to the south line of a 24 foot wide ingress and egress easement; thence N88°46'05"E, along said south line, 30.00 feet; thence S01°17'56"E 150.01 feet to the north line of vacated Maryland Avenue (NKA Riverfront Drive); thence N88°46'05"E, along said north line, 76.37 feet to the point of beginning, and containing 24490 square feet (0.56 acres) of land, more or less, including those lands lying between the herein described meander line and the waters edge of the Sheboygan River, and between true southwesterly extensions of the second and fourth courses of the parcel described above.

**MAP OF EASEMENT AREA**

## PUBLIC ACCESS EASEMENT

PART OF LOT 2 OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 25, PAGES 55 AND 56 OF SHEBOYGAN COUNTY CERTIFIED SURVEY MAPS, INCLUDING PART OF VACATED MARYLAND AVENUE (NKA RIVERFRONT DRIVE), PART OF VACATED NORTH WATER STREET, PART OF LOT 4, BLOCK 233 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PARTS OF LOTS 1, 2, 3, AND 4 BLOCK 213 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALL IN THE UN-NUMBERED GOVERNMENT LOT KNOWN AS THE NORTH FRACTION OF SECTION 26, T15H, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



**ED HARVEY'S LAND OFFICE, LLC.**  
**N3635 TIMBERVIEW ROAD**  
**WALDO, WI 53093**  
**920-528-7071**



BEARINGS HEREON ARE REFERENCED  
 TO THE WISCONSIN STATE PLANE  
 COORDINATE GRID, SOUTH ZONE.  
 THE SOUTH LINE OF BLOCK 212 IS  
 RECORDED TO BEAR S88°46'05\"/>

SCALE: 1" = 80'

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF

*Edgar Harvey, Jr.*

FEBRUARY 7, 2020

EDGAR HARVEY, JR. WI REGISTERED LAND SURVEYOR NO S-1489

IX

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY PLAN COMMISSION. September 8, 2020.

Your Commission to whom was referred Gen. Ord. No. 15-20-21 by Alderpersons Sorenson and Bohren and R. O. No. 45-20-21 by City Clerk submitting a communication from Sheboygan Christian School filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Wilson (Greenfield Avenue); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 11, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

---

CITY PLAN COMMISSION

I

6.2

Gen. Ord. No. 15 - 20 - 21. By Alderpersons Sorenson and Bohren.  
August 3, 2020.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with § 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 24th day of July, 2020, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of Section 2, T. 14 N., R. 23 E., Town of Wilson, Sheboygan County, Wisconsin and more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of said Section 2; thence South 89°-47'-18" West along the North line of the Northwest 1/4 of said Section 2, 1292.10 feet; thence South 40°-30'-28" East along the Southwesterly right of way line of Greenfield Avenue and its Northwesterly extension, 174.09 feet to the point of beginning; thence North 50°-08'-46" East, 33.00 feet to a point on the centerline of Greenfield Avenue; thence South 40°-30'-28" East along said centerline, 116.04 feet; thence South 49°-11'-23" West, 136.74; thence South 00°-27'-31" East, 103.29 feet; thence South 89°-32'-29" West, 150.46 feet; thence North 01°-27'-33" East, 217.71 feet; thence North 88°-04'-55" East, 99.04 feet; thence North 50°-08'-46" East, 62.38 feet to the point of beginning and containing 0.99 acres (43,178 sq. ft.) of land, more or less.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with § 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. The petitioner of the annexation agrees for the next five (5) years to pay annually to the City of Sheboygan an amount equal to the property taxes that the Town of Sheboygan levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the

City Plan  
FAP


annexation is final. Said sum shall be in addition to City taxes levied on the parcel.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. 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 establishing the Use District Classification of said lands as Class SR-5, Suburban Residential 5 Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward, 10th Aldermanic District, of the City of Sheboygan, pending approval by the Sheboygan County Board as it relates to County Supervisory Districts.

Section 7. 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 upon passage and publication as provided by law.

  
\_\_\_\_\_

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

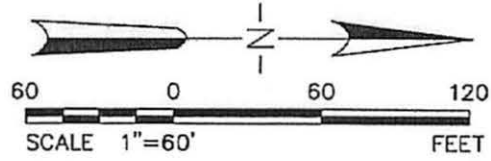
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

# SHEBOYGAN CHRISTIAN SCHOOL

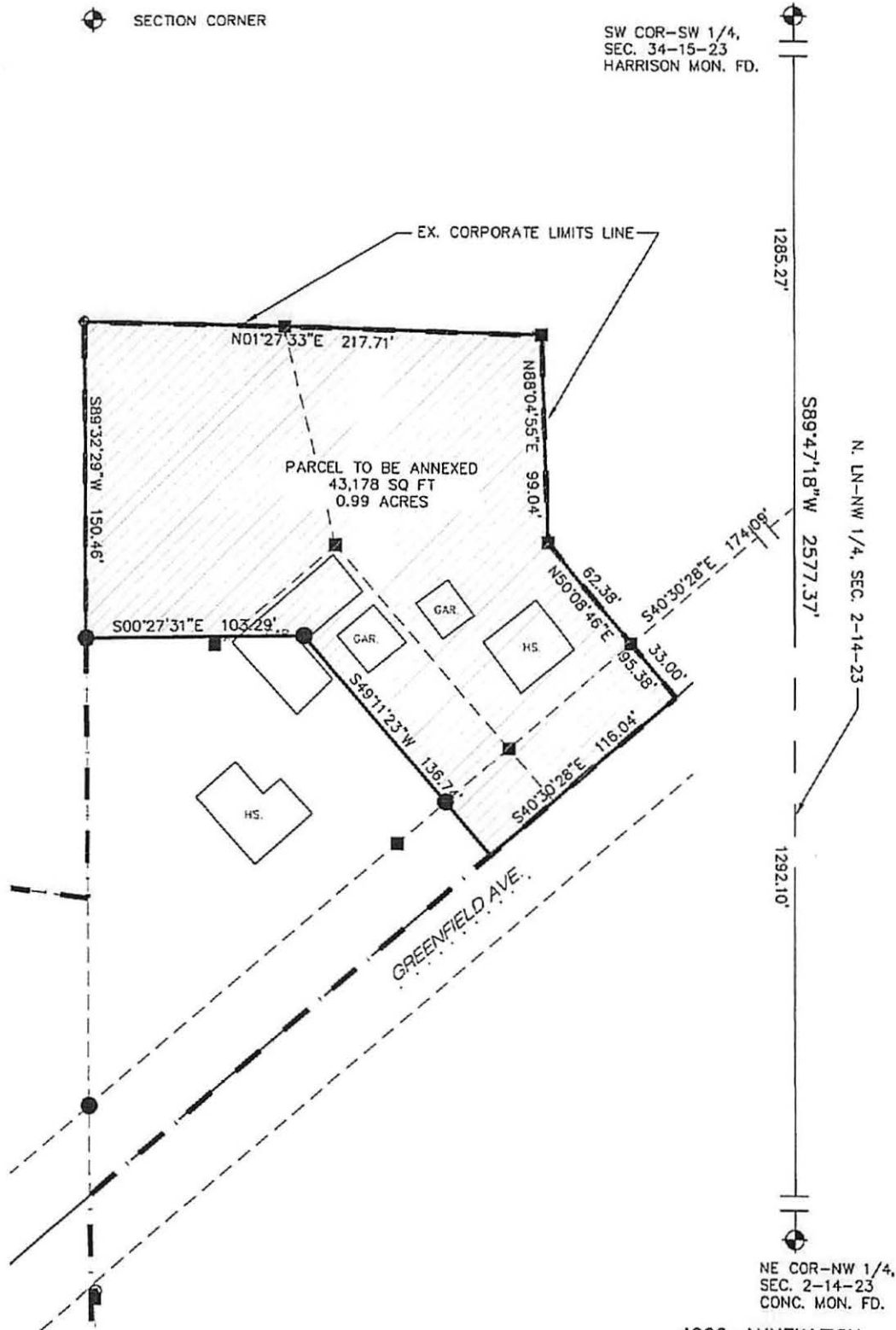
LOCATED IN THE NE 1/4 - NW 1/4,  
SECTION 2, T. 14 N.-R. 23 E.,  
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

### LEGEND

- IRON PIPE FOUND IN PLACE
- 1" X 18" (O.D.) IRON PIPE SET WEIGHING 1.13 LBS. PER LINEAL FOOT
- ⊕ SECTION CORNER



SW COR-SW 1/4,  
SEC. 34-15-23  
HARRISON MON. FD.



NE COR-NW 1/4,  
SEC. 2-14-23  
CONC. MON. FD.

II

R. O. No. 45 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting a communication from Sheboygan Christian School filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Wilson (Greenfield Avenue).

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

City Plan  
and  
FAP

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL**


We, the undersigned, constituting 100% of the owners of the following described territory located in the Town of Wilson, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin.

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of Section 2, T. 14 N.-R. 23 E., Town of Wilson, Sheboygan County, Wisconsin and more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of said Section 2; thence South 89°-47'-18" West along the North line of the Northwest 1/4 of said Section 2, 1292.10 feet; thence South 40°-30'-28" East along the Southwesterly right of way line of Greenfield Avenue and its Northwesterly extension, 174.09 feet to the point of beginning; thence North 50°-08'-46" East, 33.00 feet to a point on the centerline of Greenfield Avenue; thence South 40°-30'-28" East along said centerline, 116.04 feet; thence South 49°-11'-23" West, 136.74 feet; thence South 00°-27'-31" East, 103.29 feet; thence South 89°-32'-29" West, 150.46 feet; thence North 01°-27'-33" East, 217.71 feet; thence North 88°-04'-55" East, 99.04 feet; thence North 50°-08'-46" East, 62.38 feet to the point of beginning and containing 0.99 acres (43,178 sq. ft.) of land, more or less.

There are no persons residing in the above described territory.

**Petitioner: Sheboygan Christian School  
929 Greenfield Avenue  
Sheboygan, WI 53081**

  
Timothy John Hendrikse  
Board Chairperson

  
Michael Toerpe  
Board Secretary

Date: 7-15-20

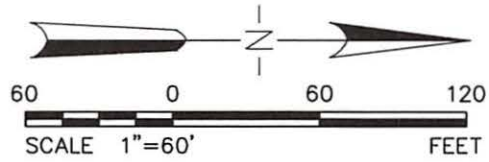
Date: \_\_\_\_\_

# SHEBOYGAN CHRISTIAN SCHOOL

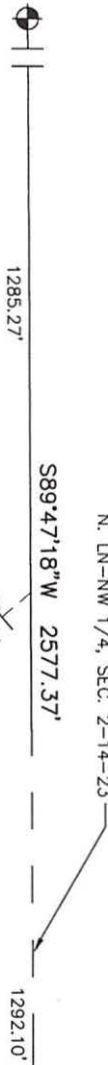
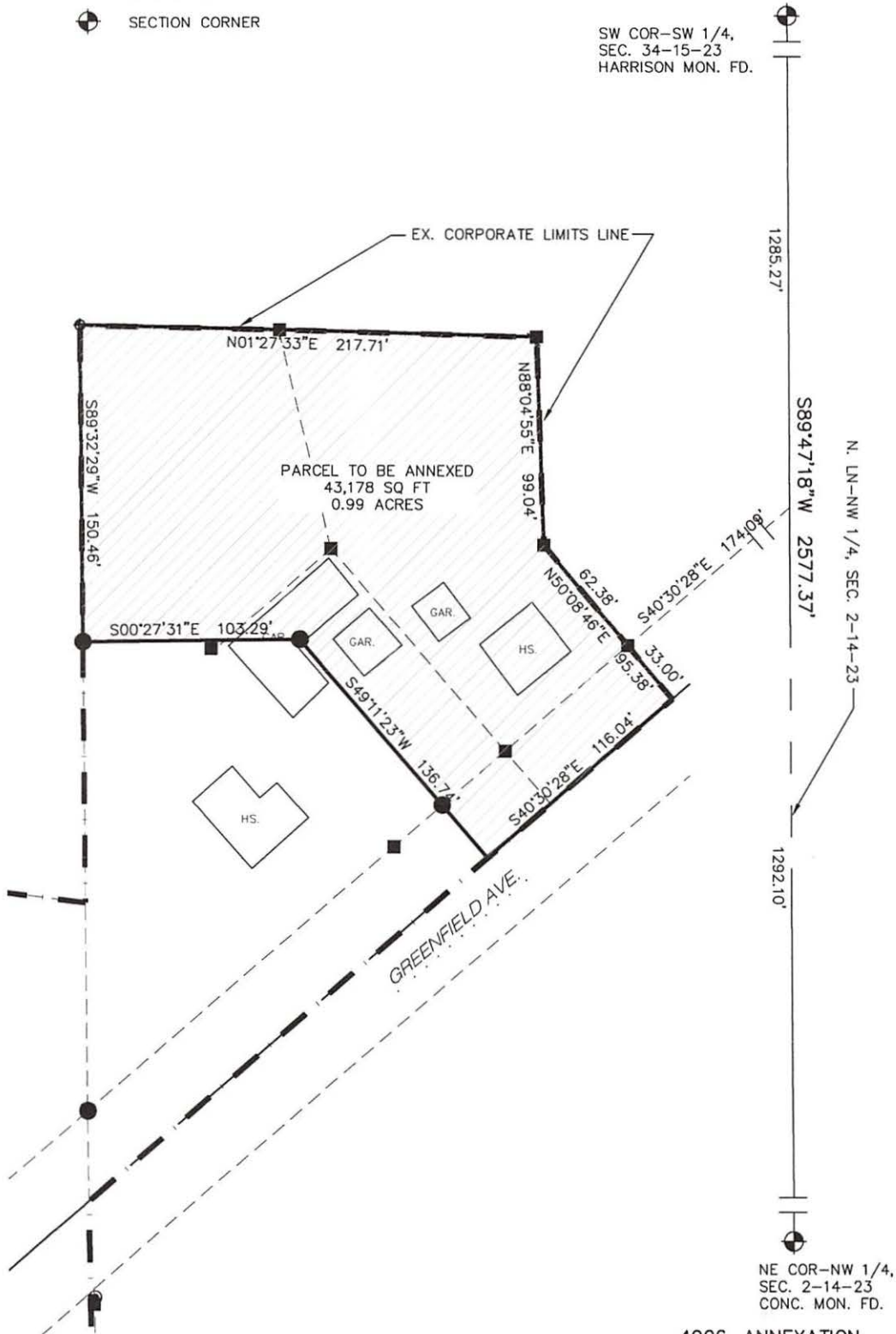
LOCATED IN THE NE 1/4 - NW 1/4,  
SECTION 2, T. 14 N.-R. 23 E.,  
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

### LEGEND

- IRON PIPE FOUND IN PLACE
- 1" X 18" (O.D.) IRON PIPE SET WEIGHING 1.13 LBS. PER LINEAL FOOT
- ⊕ SECTION CORNER



SW COR-SW 1/4,  
SEC. 34-15-23  
HARRISON MON. FD.



NE COR-NW 1/4,  
SEC. 2-14-23  
CONC. MON. FD.

# Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration  
Municipal Boundary Review  
PO Box 1645, Madison WI 53701  
608-264-6102 Fax: 608-264-6104  
[wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
<http://doa.wi.gov/municipalboundaryreview>

## Petitioner Information

Name: **SHEBOYGAN CHRISTIAN SCHOOL**

Address: **929 GREENFIELD AVENUE**

**SHEBOYGAN, WI 53081**

Email: **JOHN.WARMUS@SHEBOYGANCHRISTIAN.COM**

Office use only:

1. Town where property is located: **WILSON**

2. Petitioned City or Village: **SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **0.99**

6. Tax parcel number(s) of territory to be annexed  
(if the territory is part or all of an existing parcel): **59030450310,  
59030450330, 59030450320**

Petitioners phone:

**920-458-9981**

Town clerk's phone:

**920-208-2390**

City/Village clerk's phone:

**920-459-3361**

## Contact Information if different than petitioner:

Representative's Name and Address:

**ERIC OTTE**

**JE ARTHUR AND ASSOCIATES, INC.**

**548 PRAIRIE ROAD**

**FOND DU LAC, WI 54935**

Phone: **920-922-5703**

E-mail: **ERICOTTE@JEAAA.COM**

Surveyor or Engineering Firm's Name & Address:

**ERIC OTTE**

**JE ARTHUR AND ASSOCIATES, INC.**

**548 PRAIRIE ROAD**

**FOND DU LAC, WI 54935**

Phone: **920-922-5703**

E-mail: **ERICOTTE@JEAAA.COM**

## Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
  - Unanimous per [s. 66.0217 \(2\)](#), or,  
OR
  - Direct by one-half approval per [s. 66.0217 \(3\)](#)
- Check or money order covering review fee [see next page for fee calculation]

# Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

## Required Fees

There is an initial filing fee and a variable review fee

**\$200 Initial Filing Fee** (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

**\$200 Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

**\$400 TOTAL FEE DUE** (Add the Filing Fee to the Review Fee)

**Attach** check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS  
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED  
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD  
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: \_\_\_\_\_

Payee: \_\_\_\_\_ Check Number: \_\_\_\_\_

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

Amount: \_\_\_\_\_

## ANNEXATION SUBMITTAL GUIDE

### s. 66.0217 (5) THE PETITION

- State the purpose of the petition:
  - Direct annexation by unanimous approval; OR
  - Direct annexation by one-half approval; OR
  - Annexation by referendum.
  
- Petition must be signed by:
  - All owners and electors, if by unanimous approval.
  - See [66.0217 \(3\) \(a\)](#), if by one-half approval.
  - See [66.0217 \(3\) \(b\)](#), if by referendum.
  
- State the population of the land to be annexed.

*[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]*

### s. 66.0217 (1) (c) THE DESCRIPTION

- The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR
  
- If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.
  
- The land may NOT be described only by:
  - Aliquot part;
  - Reference to any other document (plat of survey, deed, etc.);
  - Exception or Inclusion;
  - Parcel ID or tax number.

### s. 66.0217 (1) (g) THE MAP

- The map shall be an **accurate reflection** of the legal description of the parcel being annexed. As such, it must show:
  - A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
  - Bearings and distances along all parcel boundaries as described.
  - All adjoining as referenced in the description.
  
- The map must include a **graphic scale**.
  
- The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

*[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]*

### s. 66.0217 FILING

- The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.
  
- If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by [s. 66.0217 \(4\)](#).
  
- If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

*[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]*

IX

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY PLAN COMMISSION. September 8, 2020.

Your Commission to whom was referred Gen. Ord. No. 16-20-21 by Alderperson Sorenson amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) from Class Multi-Family Residential to Class Community Mixed Use Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 25, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

*Ray  
over*

\_\_\_\_\_  
CITY PLAN COMMISSION

~~X~~

6.1

Gen. Ord. No. 16 - 20 - 21. By Alderperson Sorenson. August 17, 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 on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) from Class Multi-Family Residential 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 Multi-Family Residential to Class Community Mixed Use Classification:

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89°14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet

City Plan

to a point on the West line of South Business Drive and the point of beginning.

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

  
\_\_\_\_\_

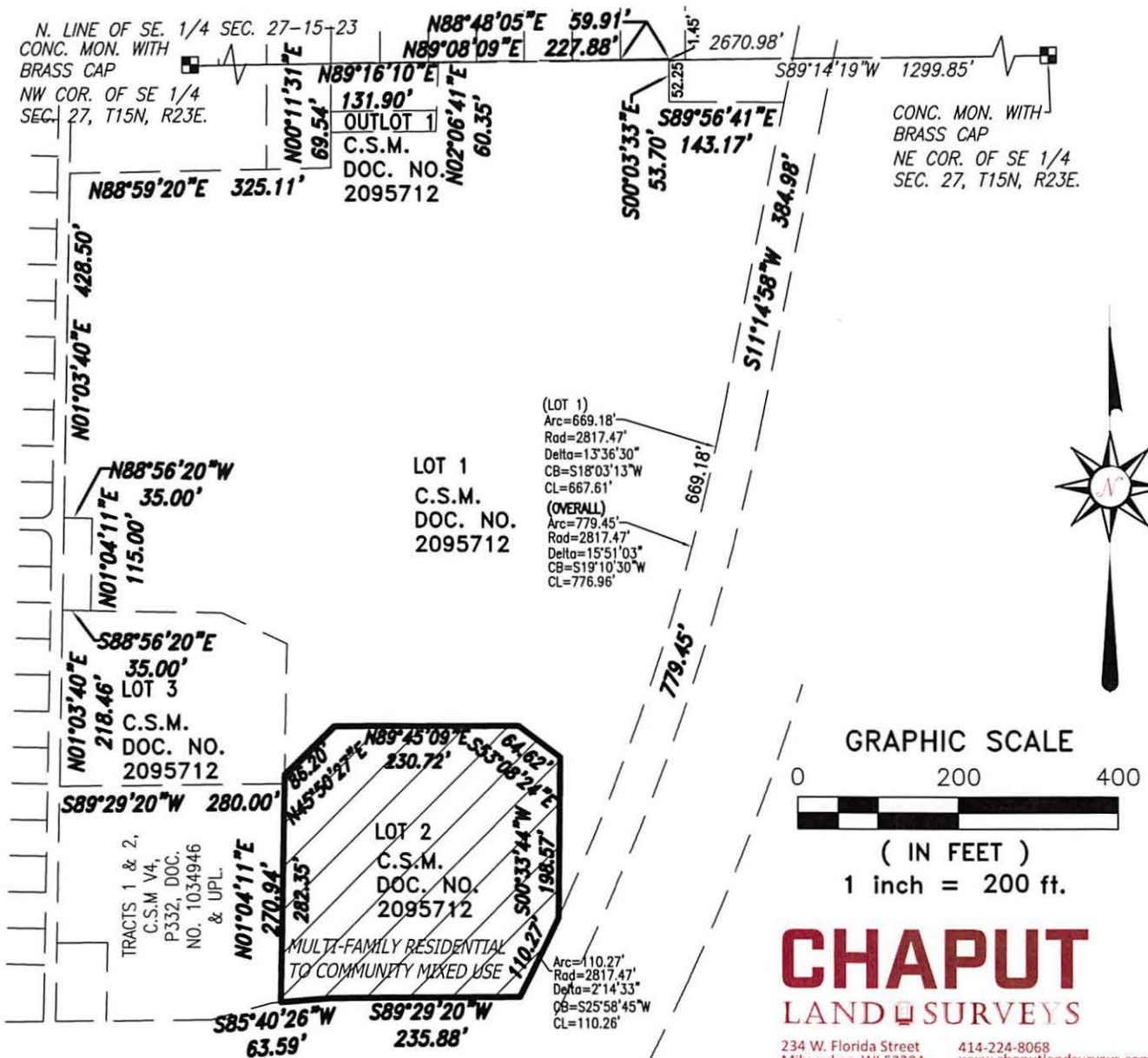
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM MULTI-FAMILY RESIDENTIAL TO COMMUNITY MIXED USE

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89°14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.



**CHAPUT**  
LAND SURVEYS

234 W. Florida Street  
Milwaukee, WI 53204

414-224-8068  
www.chaputlandsurveys.com

Date: August 12, 2020  
Drawing No. 3290-deb

~~IX~~

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY PLAN COMMISSION. September 8, 2020.

Your Commission to whom was referred Gen. Ord. No. 17-20-21 by Alderpersons Sorenson and Bohren and R. O. No. 53-20-21 by City Clerk submitting an application from Kwik Trip Inc. for a change in the zoning classification of property location on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 25, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

*Layover*

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CITY PLAN COMMISSION



Gen. Ord. No. 17 - 20 - 21. By Alderperson Sorenson. August 17, 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 on the Northwest corner of Broadway and S. Business Drive (Portion of Parcel #59281513391) from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification:

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet

City Plan

to a point on the West line of South Business Drive and the point of beginning.

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



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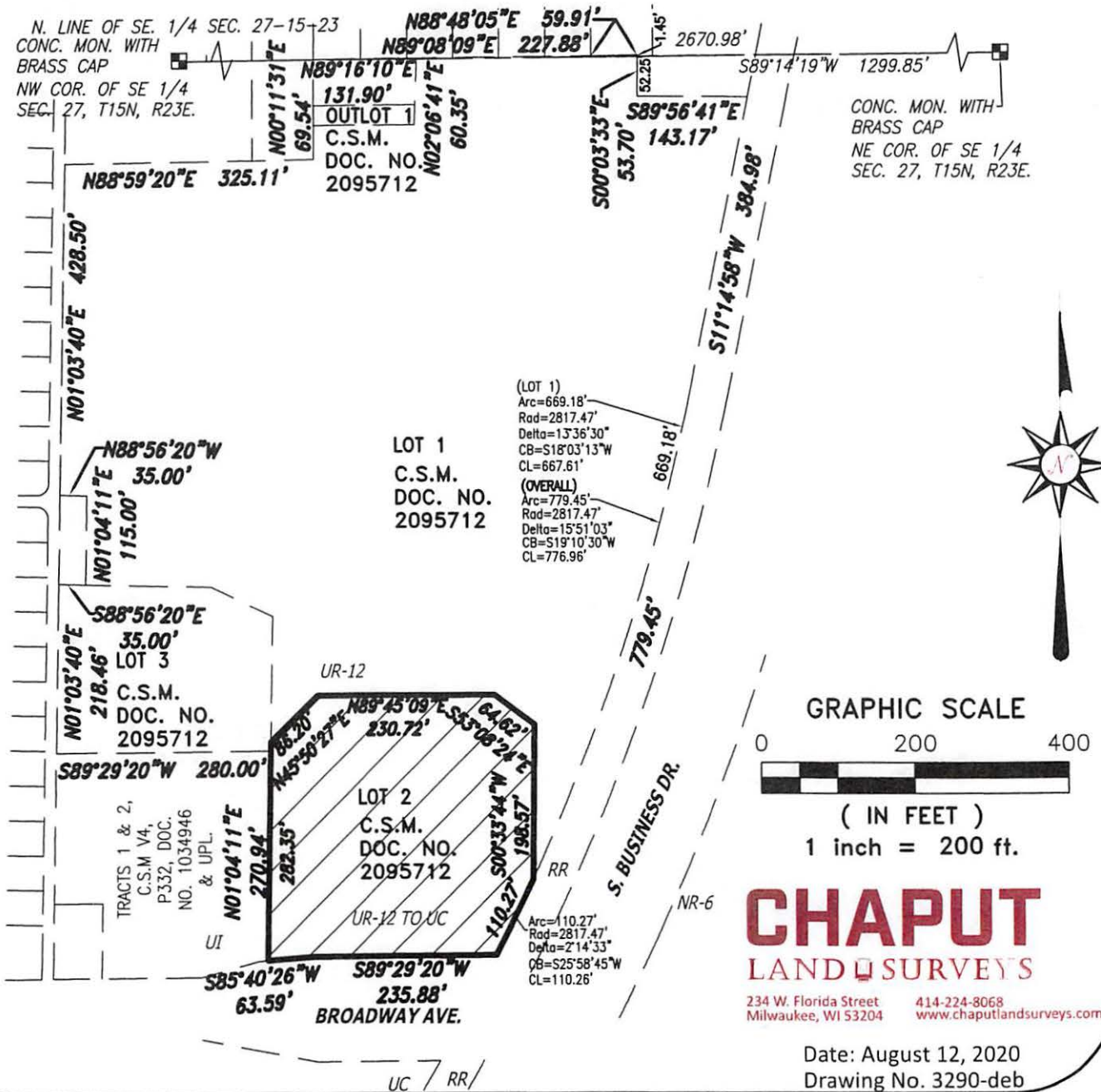
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

# PROPOSED ZONING CHANGE FROM URBAN RESIDENTIAL (UR-12) TO URBAN COMMERCIAL (UC)

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89°14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.



II

3.3

R. O. No. 53 - 20 - 21. By CITY CLERK. August 17, 2020.

Submitting an application from Kwik Trip, Inc. for a change in the zoning classification of property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification.

*City Plan*

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

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: <b>\$200.00</b> (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: Kwik Trip Inc – Jeff Osgood PHONE NO.: (608) 793-5547  
ADDRESS: 1626 Oak St La Crosse, WI 54602 E-MAIL: josgood@kwiktrip.com

OWNER OF SITE: Green Street Development PHONE NO.: (314) 495-9884

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: TBD

LEGAL DESCRIPTION: All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.

PARCEL NO. Portion of Parcel #59281513391 MAP NO. \_\_\_\_\_

**EXISTING ZONING DISTRICT CLASSIFICATION:** Urban Residential (UR-12)

**PROPOSED ZONING DISTRICT CLASSIFICATION:** Urban Commercial (UC)

**BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE:** Former  
Concrete materials plant

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**BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:** We are proposing  
a new retail convenience store w/ attached 1-Bay Carwash & Fuel Canopies

### 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? All requirements of all applicable agencies and zoning requirements will be met with this proposed development

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

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
  - 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: This area was previously industrial use. This area has been rezoned to Urban Residential to align with the comp plan for this area. We are proposing to rezone the hard corner of this development to Urban Commercial to be in line with the direction Green Street Development was given for this hard corner of the development.
-

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? This area is in need of retail services to accommodate the growing community.

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

This area is planned Commercial/Residential to fill in this neighborhood and to amend to Community Mixed Use designation will allow for this highly visible and accessible lighted intersection to develop into retail/food services this area is in need of.

#### 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.

Jeffrey W Osgood Digitally signed by Jeffrey W Osgood      DATE  
Date: 2020.08.11 14:18:39 -05'00'

PRINT ABOVE NAME

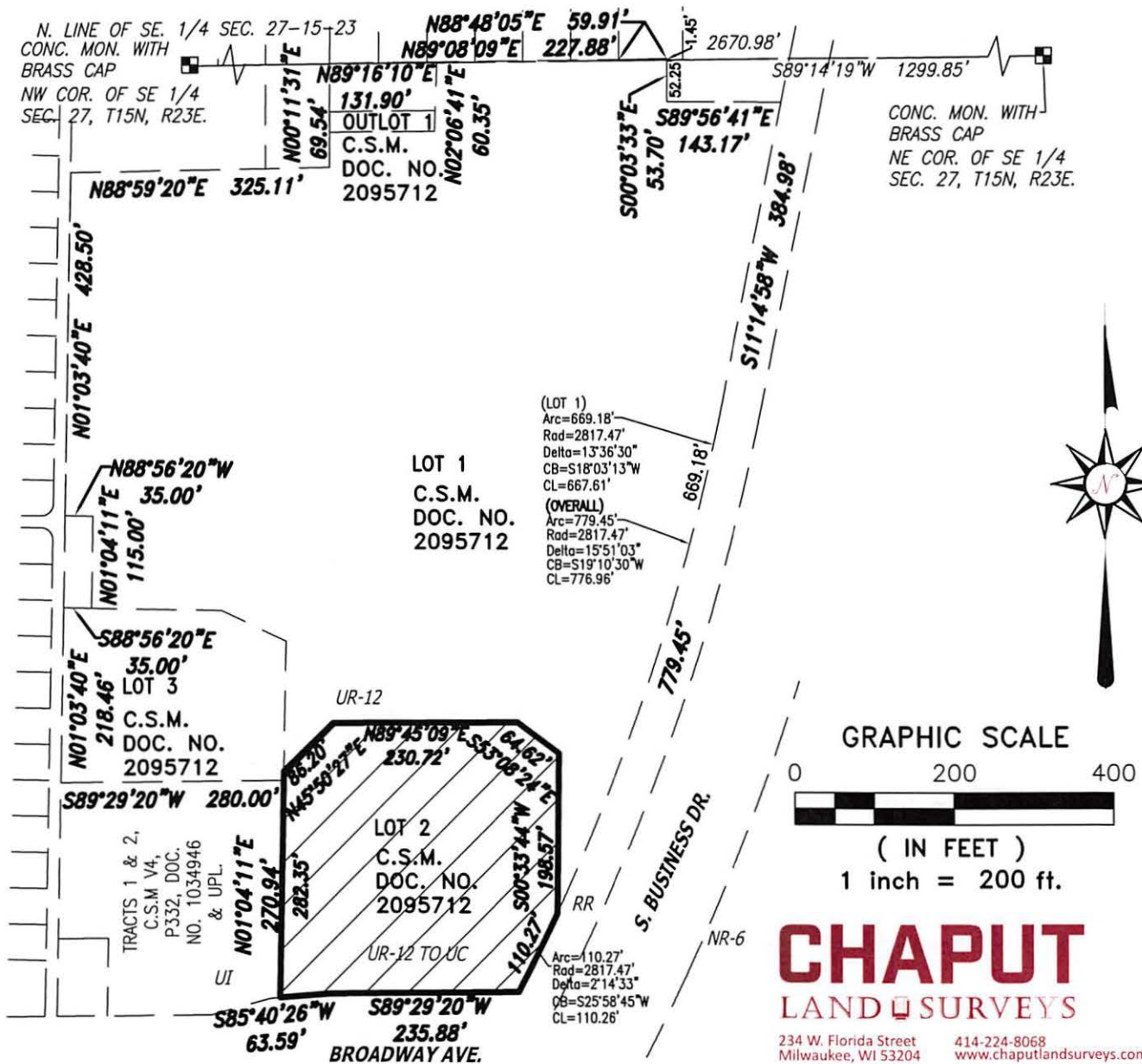
#### APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

# PROPOSED ZONING CHANGE FROM URBAN RESIDENTIAL (UR-12) TO URBAN COMMERCIAL (UC)

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89°14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.



Date: August 12, 2020  
Drawing No. 3290-deb

# CHAPUT

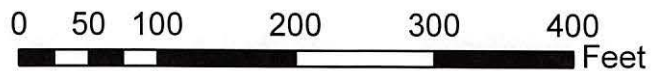
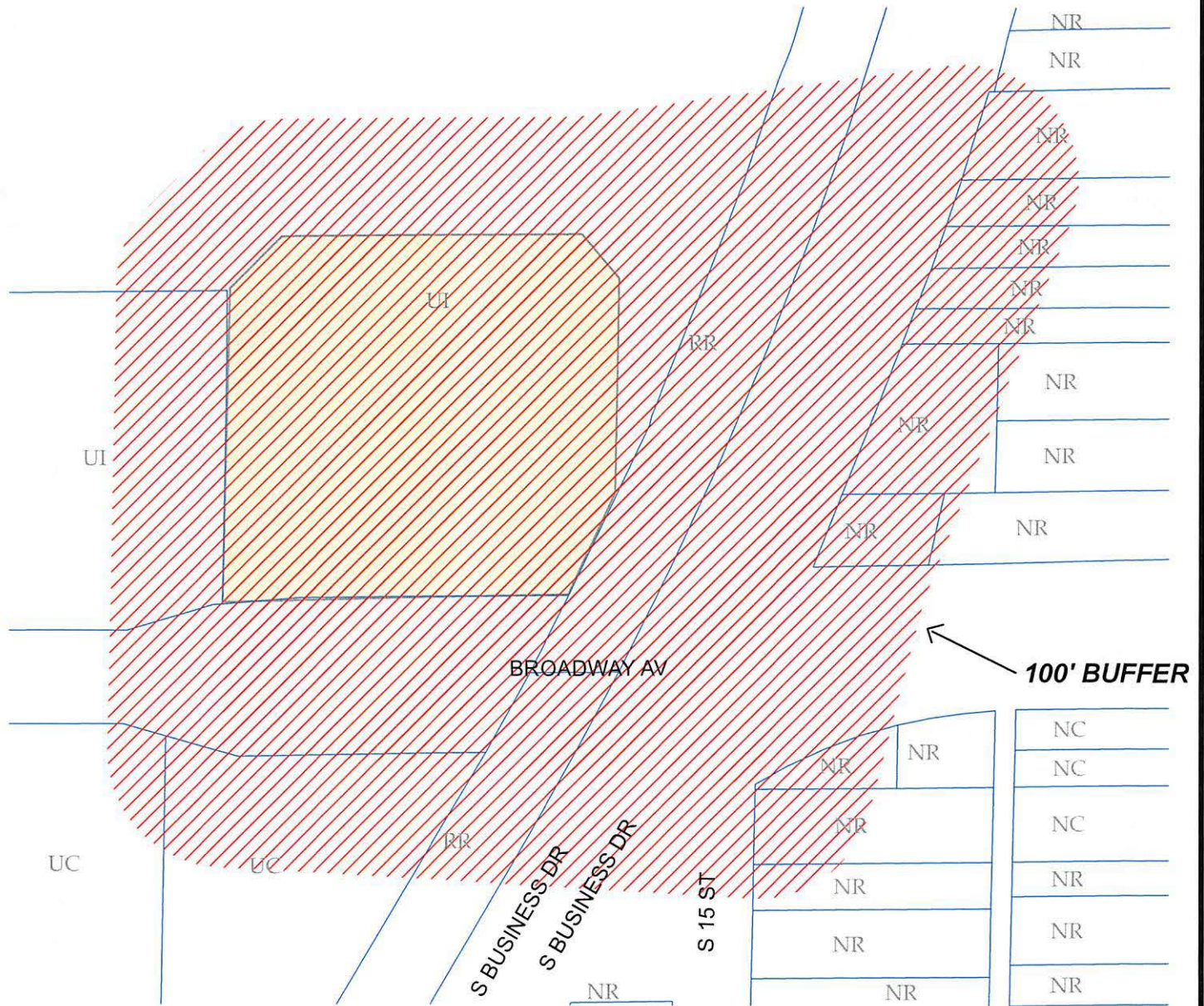
LAND SURVEYS

August 12, 2020

KWIK TRIP – CSM Doc No 2095712

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89°14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.

**PROPOSED ZONING CHANGE  
FROM URBAN RESIDENTIAL (UR-12) to URBAN COMMERCIAL (UC)  
SECTION 27, T. 15 N, R. 23 E**



**DeBruin, Meredith**

---

**From:** Sokolowski, Steve  
**Sent:** Wednesday, July 29, 2020 8:14 AM  
**To:** DeBruin, Meredith  
**Cc:** 'Joel Oliver'; 'Jeff Osgood'; 'TMleziva@kwiktrip.com'  
**Subject:** FW: Oscar KT consent

This email should be included in the Kwik Trip Rezone request.....owner authorization to submit rezone application.

-----Original Message-----

**From:** Joel Oliver [<mailto:joel@greenstreetstl.com>]  
**Sent:** Tuesday, July 28, 2020 10:13 AM  
**To:** Sokolowski, Steve; Troy Mleziva  
**Cc:** Alexander Kuehling  
**Subject:** Oscar KT consent

Steve - green street gives consent for Kwiktrip to rezone the newly created lot 2 at Business and Broadway to the appropriate commercial designation for their gas station.

Joel Oliver  
314-495-9884 (cell)  
Sent from my iPhone

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 201231

License No: 0000

Date: 08/13/2020

Received By: MMD

Received From: KWIK TRIP, INC

Memo: REZONE APPLICATION

Method of Payment: \$200.00 Check No. 227002

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.



Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107  
La Crosse, WI 54602

[www.kwiktrip.com](http://www.kwiktrip.com)

## Site Narrative – Rezone Application

08/11/2020

### Project Name and Address

Kwik Trip 1138  
Northwest Corner of Broadway Ave & S. Business Drive  
Sheboygan, WI 53081

### Parcel Information/Site Data/Legal Description

- Portion of Tax Parcel #59281513391
- Lot is described as: All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin
- The entire lot area is 111,290 S.F. (2.5549 Acres)

### Zoning Classification

- Currently zoned as: Urban Residential (UR-12)
- Requesting Rezone to: Urban Commercial (UC)

### Existing Site Conditions/Land Use:

- Previously was Van Der Vart Concrete Products and all buildings to be demolished by developer on this site

### Proposed Land Use/Lot Coverage Site Data

- We are proposing the construction of an 11,000 SF Retail Convenience Store w/ an attached 1-Bay Carwash and separate fueling canopies
- 4800 S.F. Gas Fueling Canopy with 10 Pumps
- 1200 S.F. Diesel Fueling Canopy with 2 fuel lanes
- Underground storage tanks (Quantity 7)

### **OUR MISSION**

*To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.*

- Vacuum Pad Location
- Picnic Area for customer

#### **Site Selection**

- The current site was selected based on the overall Master Redevelopment plan of Greenstreet Development that they have been working with the city over the last two years and this site was determined to be retail/commercial space based on the city's overall master plan for this area.

#### **Landscape Requirements**

- Landscape plan to comply with the requirements of Section 15.6 of the zoning ordinance. We will meet the requirements of all the point values outlined in this ordinance
  - \*Locational landscape variance to be requested, see Variance Description below.

#### **Performance Standards/Potential Nuisances**

- All performance standards to comply with the city of Sheboygan Zoning Ordinance, Section 15-7 to ensure this development will not become a nuisance to the surrounding neighbors.

#### **Site Lighting**

- Site lighting will consist of the following:
  - Building perimeter will have recessed soffit lights with no direct vision to any lens or bulb
  - Canopy Lighting - fully recessed downlighting
  - Lot Lights – fully recessed downlighting fixtures
  - Building Signage per signage plan
- We do try and provide 0.1 foot candles or less at all property lines to be in line with the LEED Standards. This exceeds the requirement of the zoning ordinance.
- We will meet all requirements at a minimum per the zoning ordinance.

#### **Architecture**

- Our building will consist of an all maintenance free exterior consisting of a full brick façade with aluminum fascia and metal roofing. We have aluminum storefront windows and doors as well as fiberglass service doors which match the brick color of the building
- The carwash is attached and consists of the same materials above.
- The dumpster enclosure is integrated in the building footprint to provide easy access to employees and to provide a clean look that matches the rest of the building
- Our fueling canopies consist of metal fascia façade that matches the fascia colors on the building. All canopy columns are wrapped in aluminum to complement the rest of the canopy construction.
- The site will be completely concrete paving and consist of no asphalt paving.

#### **Variance Request/Variance Description**

- Locational Landscaping



- \*Landscape variance may be required as discussions with the city and the developer at our Pre-App meeting that it may be tough to meet all the landscape points due to limited green space both around the site and around our building perimeter. With our operations it is not feasible to provide foundation plantings as these usually will not survive due to the winter conditions and salt around the perimeter sidewalk.
- We discussed the option to place additional plantings on the adjacent property to the north in greenspace to help screen our property from the apartments.



II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting a communication from Acuity filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Sheboygan (Part of Parcel 59024-353310).

*City Plan*

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



HOPP NEUMANN HUMKE<sup>LLP</sup>

August 19, 2020

Attn: Meredith DeBruin  
City of Sheboygan Clerk  
CITY OF SHEBOYGAN  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

Re: Acuity Annexation of 0.073 Acres Being a Part of Parcel No. 59024-353310

Dear Ms. DeBruin:

I have been authorized by Acuity to file on its behalf the enclosed original Petition for Direct Annexation Pursuant to Wisconsin Statute § 66.0217(2).

If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Michael J. Bauer'.

Michael J. Bauer  
e-mail: [mike.bauer@hopplaw.com](mailto:mike.bauer@hopplaw.com)

MJB/ak  
Enclosure

- c: Wisconsin Department of Administration
- cc: Mr. Daniel W. Hein, Town of Sheboygan Chairperson
- Ms. Peggy Fischer, Town of Sheboygan Clerk
- Ms. Sheri Murphy, Acuity
- Ms. Faith Opsteen, Acuity
- Mr. Mike Vandersteen, City of Sheboygan Mayor
- Mr. Todd Wolf, City of Sheboygan Administrator
- Mr. Steve Sokolowski, City of Sheboygan Planning & Zoning
- Mr. David Biebel, City of Sheboygan Director of Public Works
- Mr. Charles Adams, City of Sheboygan Attorney

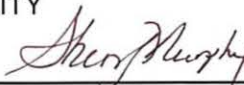
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[www.hopplaw.com](http://www.hopplaw.com)

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL**  
**PURSUANT TO WISCONSIN STATUTE § 66.0217(2)**

The undersigned constituting all of the owners of real property in the following territory of the Town of Sheboygan, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Common Council of the City of Sheboygan to annex the territory shown on the attached **Annexation Exhibit** to the City of Sheboygan, Sheboygan County, Wisconsin:

The above-described territory contains a population of zero (0).

Signature of Petitioner	Date of Signing	Mark an "X" if Owner	Address or Description of Property
ACUITY By:  <hr/> Sheri Murphy, Vice President - Services & Administration	8-12-2020	X	Land South of Union Avenue, Sheboygan, WI 53081 (Part of PIN: 59024-353310)





HOPP NEUMANN HUMKE<sup>LLP</sup>

COPY

August 19, 2020

Attn: Peggy Fischer, Town Clerk  
TOWN OF SHEBOYGAN  
1512 North 40th Street  
Sheboygan, WI 53081

Re: Acuity Annexation of 0.073 Acres Being a Part of Parcel No. 59024-353310

Dear Ms. Fischer:

Enclosed for the Town's records is an original Petition for Direct Annexation Pursuant to Wisconsin Statute § 66.0217(2) concerning the above.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Michael J. Bauer  
e-mail: [mike.bauer@hopplaw.com](mailto:mike.bauer@hopplaw.com)

MJB/ak  
Enclosure

- c: Wisconsin Department of Administration  
Mr. Daniel W. Hein, Town of Sheboygan Chairperson  
Ms. Meredith DeBruin, City of Sheboygan Clerk  
Ms. Sheri Murphy, Acuity  
Ms. Faith Opsteen, Acuity  
Mr. Mike Vandersteen, City of Sheboygan Mayor  
Mr. Todd Wolf, City of Sheboygan Administrator  
Mr. Steve Sokolowski, City of Sheboygan Planning & Zoning  
Mr. David Biebel, City of Sheboygan Director of Public Works  
Mr. Charles Adams, City of Sheboygan Attorney



HOPP NEUMANN HUMKE<sup>LLP</sup>

August 19, 2020

Wisconsin Department of Administration  
Municipal Boundary Review  
P.O. Box 1645  
Madison, WI 53701

COPY

Re: Request for Annexation Review  
Petitioner: Acuity, a Mutual Insurance Company  
To: City of Sheboygan  
From: Town of Sheboygan

Greetings:

Our office is assisting Acuity with an annexation request to the City of Sheboygan from the Town of Sheboygan. Please find the following items enclosed for your review:

1. Request for Annexation Review and check in the amount of \$400.00 payable to the Department of Administration.
2. Legal description and map meeting the requirements of Wis. Stat. §§66.0217(1)(c) and 66.0217(1)(g).
3. Signed Petition for direct annexation by unanimous approval.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

Michael J. Bauer  
e-mail: [mike.bauer@hopplaw.com](mailto:mike.bauer@hopplaw.com)

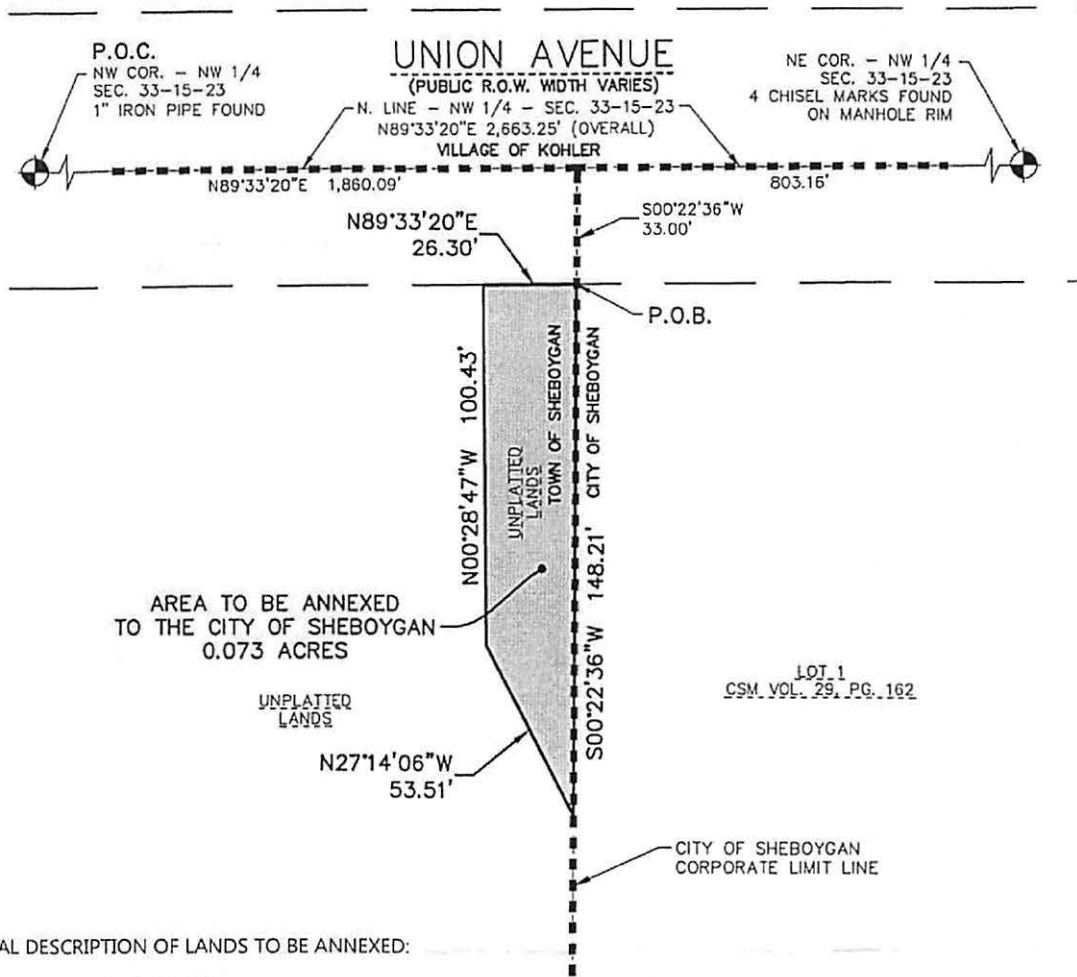
MJB/ak

Enclosures

c: Ms. Meredith DeBruin, City of Sheboygan Clerk  
Ms. Peggy Fischer, Town of Sheboygan Clerk  
Ms. Sheri Murphy, Acuity  
Ms. Faith Opsteen, Acuity

R:\CLIENT\13534\00001\00156615.DOC

# ANNEXATION EXHIBIT



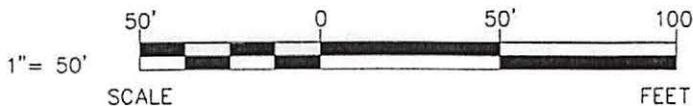
**LEGAL DESCRIPTION OF LANDS TO BE ANNEXED:**

Part of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 33; thence North 89°-33'-20" East along the North line of said Northwest 1/4, a distance of 1,860.09 feet to a North corner of Lot 1 of Certified Survey Map recorded in the Sheboygan County Register of Deeds office in Volume 29 on Page 162 as Document No. 2081563; thence South 00°-22'-36" West along an East line of said Lot 1, a distance of 33.00 feet to the Southerly right-of-way line of Union Avenue, said point being the point of beginning; thence continuing South 00°-22'-36" West along said East line, a distance of 148.21 feet; thence North 27°-14'-06" West, a distance of 53.51 feet; thence North 00°-28'-47" West, a distance of 100.43 feet to the Southerly right-of-way line of Union Avenue; thence North 89°-33'-20" East along said Southerly right-of-way line, a distance of 26.30 feet to the point of beginning.



DATE: JULY 30, 2020



**EXCEL**  
ENGINEERING INC.  
SURVEYING GROUP  
PROJECT NO. 2040280

Always a Better Plan  
100 CAMELOT DRIVE  
FOND DU LAC, WI 54935  
PHONE: (920) 926-9800  
FAX: (920) 926-9801



# Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration  
Municipal Boundary Review  
PO Box 1645, Madison WI 53701  
608-264-6102 Fax: 608-264-6104  
[wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
<http://doa.wi.gov/municipalboundaryreview>

## Petitioner Information

Name: **ACUITY, ATTN: SHERI MURPHY**

Address: **2800 SOUTH TAYLOR DRIVE**

**SHEBOYGAN, WI 53081**

Email: **SMURPHY@ACUITY.COM**

Office use only:

# RECEIVED

August 24, 2020

Municipal Boundary Review  
Wisconsin Dept. of Admin.

1. Town where property is located: **SHEBOYGAN**

2. Petitioned City or Village: **SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **0.073**

6. Tax parcel number(s) of territory to be annexed  
(if the territory is part or all of an existing parcel): **PART OF 59024353310**

Petitioners phone:

**800-242-7666 X1918**

Town clerk's phone:

**920-451-2320**

City/Village clerk's phone:

**920-459-3364**

## Contact Information if different than petitioner:

Representative's Name and Address:  
**ATTORNEY MICHAEL J. BAUER**

**HOPP NEUMANN HUMKE LLP**

**2124 KOHLER MEMORIAL DR., SUITE 310**

**SHEBOYGAN, WI 53081**

Phone: **920-457-8400**

E-mail: **MIKE.BAUER@HOPPLAW.COM**

Surveyor or Engineering Firm's Name & Address:  
**EXCEL ENGINEERING INC.**

**100 CAMELOT DRIVE**

**FOND DU LAC, WI 54935**

Phone: **920-926-9800**

E-mail: **RYAN.W@EXCELENGINEER.COM**

## Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of s. 66.0217 (1) (c) [see attached annexation guide]
- Map meeting the requirements of s. 66.0217 (1) (q) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
  - Unanimous per s. 66.0217 (2), or,
  - OR
  - Direct by one-half approval per s. 66.0217 (3)
- Check or money order covering review fee [see next page for fee calculation]

# Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

## Required Fees

There is an initial filing fee and a variable review fee

**\$200 Initial Filing Fee** (required with the first submittal of all petitions)  
\$200 – 2 acres or less  
\$350 – 2.01 acres or more

**\$200 Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)  
\$200 – 2 acres or less  
\$600 – 2.01 to 10 acres  
\$800 – 10.01 to 50 acres  
\$1,000 – 50.01 to 100 acres  
\$1,400 – 100.01 to 200 acres  
\$2,000 – 200.01 to 500 acres  
\$4,000 – Over 500 acres

**\$400 TOTAL FEE DUE** (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: Department of Administration

THE DEPARTMENT WILL NOT PROCESS  
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED  
BY THE REQUIRED FEE.

THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD  
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE

Shaded Area for Office Use Only

Date fee received: 8-21-2020

Payee: Acuity Insurance

Check Number: 500105

Check Date: 8-13-20

Amount: \$400.00

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY ADMINISTRATOR. September 8, 2020.

Submitting for your information the Revised 2021 Budget Schedule which contains revisions to the original 2021 Budget Schedule submitted as R. O. No. 6-20-21.

**2021 City of Sheboygan Budget Schedule – Revised\***

- May 4, 2020 City Administrator submits 2021 Budget Schedule to Common Council.
- June 8, 2020 City Administrator discusses budget parameters with Finance and Personnel Committee.
- June 15, 2020 City Administrator communicates to Management Team the parameters for 2021 Budget submittals.
- August 3, 2020 Preliminary departmental budget submittals due.
- August - October, 2020 City Administrator review of preliminary department budgets.
- October 5, 2020 City Administrator submits Budget Resolution to Common Council.
- October 6 - 16, 2020 Standing Committee review of 2021 Proposed Budget and submit recommendations to Common Council on October 19.
- October 9, 2020 Publish Notice of Public Hearing on 2021 Proposed Budget.
- October 19, 2020 Committee of the Whole review.
- October 26, 2020 Committee of the Whole\*\* refers final 2021 Proposed Budget to Common Council.
- October 26, 2020 Public Hearing on 2021 Proposed Budget - Special Common Council Meeting.
- November 2, 2020 Common Council to adopt the Budget Resolution.

FHP

\_\_\_\_\_  
Todd Wolf, City Administrator

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting a claim from Brian Wunsch for alleged damages to his vehicle when the tire hit a sharp edge of a large pothole.

---

CITY CLERK

DATE RECEIVED

8-17-2020

RECEIVED BY

MCC

CLAIM NO.

10-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 17 '20 PM 2:32

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: BRIAN WUNSCH
2. Home address of Claimant: W 1024 COFF SHEB
3. Home phone number: (920) 565-3794
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 8-7-2020 7:30 AM

6. Where did damage or injury occur? (give full description) West Bound N Ave East of 30<sup>TH</sup> ST

7. How did damage or injury occur? (give full description) Front tire Hit Sharp Edge of A Large Pothole

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

(a) Name of such officer or employee, if known: \_\_\_\_\_

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

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

(a) Public property alleged to be dangerous: \_\_\_\_\_

(b) Claimant's statement of basis for such liability: \_\_\_\_\_



DATE RECEIVED 8-17-2020

RECEIVED BY MCC

CLAIM NO. 10-20

CLAIM

Claimant's Name: Brian Wunsch

Auto \$ 194.64

Claimant's Address: W 1024 CO FF  
Sheb. 53083

Property \$ \_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. (920) 565-3794

Other (Specify below) \$ 68.58  
TOWING

TOTAL \$ 263.22

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 \$ 263.22.

SIGNED Brian Wunsch DATE: 8-17-2020

ADDRESS: W 1024 CO FF Sheboygan

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



Sharp Edge





WARRANTY FOR THE TIRE  
This warranty is limited to the original purchaser of the tire. It is void if the tire is used on a vehicle not recommended by the tire manufacturer. For more information, please contact the tire manufacturer.

WARRANTY FOR THE TIRE  
This warranty is limited to the original purchaser of the tire. It is void if the tire is used on a vehicle not recommended by the tire manufacturer. For more information, please contact the tire manufacturer.



# POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:  
POMP'S TIRE SERVICE, INC.  
ATTN: AR DEPARTMENT  
P.O. BOX 1630  
GREEN BAY, WI 54305-1630

POMP'S TIRE-SHEBOYGAN  
4016 HWY 42  
SHEBOYGAN, WI 53083  
920/457-4814

INVOICE #: 70095885  
PAGE: 1

CUSTOMER: BRIAN WUNSCH  
482 W1024 COUNTY FF  
SHEBOYGAN, WI 53083

CREATED BY SR  
PRIMARY: 920/565-3794 0 VEHICLE: 2013 FORD FUSION SE HYBRID  
SALESMAN: DIRK VAN DER SANDE LICENSE: 716BXL WI MILEAGE: 69664  
VIN: 3FA6P0LU7DR339533  
INVOICE DATE: 08/07/20 TERMS: DUE ON DELIVERY

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
P225/50VR17 CHAMP FUEL FIGHTER F015556		1	148.17		148.17
PASS SPIN BALANCE	729	1.00	16.99		16.99
PASSENGER SCRAP DISPOSAL FEE		4	3.00		12.00
TIRE GUARD PROTECTION PLAN		1	15.00		15.00
Registration: Serial V640CF14318	Quantity	1			
TIRE GUARD WARRANTY-TIRE-CLAIM		<del>1.00</del>	<del>148.17</del>		<del>148.17</del>
TGRC					
SHOP SUPPLIES			1.00		1.00
SUPL					

MERCHANDISE: 148.17  
LABOR: 16.99  
OTHER: 120.17-  
SALES TAX: 2.48  
INVOICE TOTAL: 47.47

EXTRA COPY

\*\*\*\*\*THIS IS A REPRINTED INVOICE\*\*\*\*\*

VISA/MASTERCARD/DISCOVER #1  
Acct #: Discover Net\*\*\*\*8334 Auth: SALE:00740R:279026632::1534858

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

LUG NUTS MUST BE RE-TORQUED AFTER 50-100 MILES.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

140.17  
+ 47.47  
187.64

# BRET'S TOWING

2233 S. Business Dr.  
Sheboygan, WI 53081  
920-457-4407



## TOWING REPORT

Name <i>Brian Wansch</i>		Date <i>8/7/2020</i>	
Address		City	State Zip
Home Phone	Insurance Company		Insurance Phone
Business Phone	Year	Make <i>Ford</i>	Model <i>Fusion</i> Color <i>Maroon</i>
License	Mileage	VIN	

CALL NO.	TOWED FROM
CALL TIME	<i>3000 North Ave</i>
TYPE OF CALL	TOWED TO
SERVICE TIME	<i>Panipr</i>
EXTRA MAN	
MILEAGE FINISH	
MILEAGE START	
MILEAGE TOTAL	

REMARKS	<input type="checkbox"/> START <input type="checkbox"/> BATTERY <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> GAS <input type="checkbox"/> LOCKOUT	<input type="checkbox"/> WRECK <input type="checkbox"/> TOW <input type="checkbox"/> CARRIER <input type="checkbox"/> FLAT BED <input type="checkbox"/> INSURED
---------	--	---

*PAID credit*

MILEAGE CHARGE	
TOWING CHARGE	<i>65.00</i>
ROAD SERVICE CHARGE	
STORAGE CHARGE	

MECHANIC'S SIGNATURE	
<i>X</i>	
AUTHORIZED SIGNATURE	
<i>X [Signature]</i>	
0004731	
SUB TOTAL	
TAX	
TOTAL	<i>\$318 / 65.00</i>

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Sorenson and Donohue.  
September 8, 2020.

A RESOLUTION authorizing expenditure of funds received as part of the Criminal Justice, Law Enforcement Drug Trafficking Response (2021) Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has obtained a Law Enforcement Drug Trafficking Response Grant in the amount of \$20,400 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the rules are being suspended so that this Resolution may be adopted immediately due to the limited time in which to accept the funds.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the acceptance, administration, and expenditure of the Law Enforcement Drug Trafficking Response Grant.

*Suspended  
Adopt*

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

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

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

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

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Sorenson and Phillips.  
September 8, 2020.

A RESOLUTION establishing a temporary polling location for the November 3, 2020 election for Wards 15, 20, and 21 in the City of Sheboygan.

WHEREAS, the Senior Activity Center of Sheboygan is temporarily closed and is currently unsafe to use as a polling location; and

WHEREAS, the City of Sheboygan will be able to utilize 604 N. 8<sup>th</sup> Street, Sheboygan, Wisconsin, formerly Wisconsin Bank and Trust, as a temporary polling location; and

WHEREAS, the City of Sheboygan will make every effort to inform voters of the change through mailed postcards, postings on social media and the City's website, and signs on election day.

NOW, THEREFORE, BE IT RESOLVED: That for the November 3, 2020 election, the polling location for Wards 15, 20, and 21 in the City of Sheboygan will be 604 N. 8<sup>th</sup> Street.

*Suspended  
Adopt*

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

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

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

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

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Sorenson and Donohue.  
September 8, 2020.

A RESOLUTION authorizing the appropriate City official to execute an Acceptance Form and accept the Parking Assessment Review and Analysis proposal dated August 18, 2020 from WGI.

WHEREAS, the rules are being suspended so that this Resolution may be adopted immediately in order to complete the parking assessment review prior to the next round of parking assessments.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to execute the Acceptance Form, a copy of which is attached hereto and incorporated herein.

*Suspended  
Adopt*

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

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

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

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



August 18<sup>th</sup>, 2020

Chad Pelishek, Director of Planning & Development  
Derek Muench, Director of Transit & Parking  
City of Sheboygan  
608 S Commerce Street  
Sheboygan, WI 53081

Re: Parking Assessment Review and Analysis

Dear Chad and Derek:

Thank you for again for the opportunity to work together on this project. The WGI team has a diverse range of operational experience as stakeholders, owners, operators, planners, engineers and consultants. For more than 30 years, WGI has helped city's like Sheboygan strategically plan for parking and transportation while also taking into consideration industry wide trends. Our experience expands from a nationwide presence to having provided the City with influential parking planning studies in the past.

Nicole Chinaea, CAPP, will serve as project manager and be the main point of contact throughout the study. Using tools such as public outreach and comparable city studies, she has demonstrated the successful implementation of initiatives, while ensuring that solutions are applicable to the entire city, its vision, and the community. As a previous owner, Nicole brings unique experience as a consultant. Nicole's previous experience leading downtown parking districts, specifically managing and implementing parking management policies, provides her with a unique and unmatched perspective to project delivery.

### **PROJECT UNDERSTANDING**

The City of Sheboygan currently has five parking assessment districts. Assessment funding is utilized for the operation and maintenance of city off-street parking facilities per Chapter 106 of the City Ordinance. The goal of the project is to ensure that the program is adequately supporting the current and future needs of the city's parking operation and maintenance. This analysis is Phase 1 of the project with later Phases 2-3 focusing on implementing updates to the program.

### **ANTICIPATED APPROACH & SCOPE OF SERVICES**

Our initial scope of work shall include the following parking consulting services:

#### **Phase 1- Parking Assessment Review and Analysis**

1. WGI will submit an initial "Request for Information" (RFI). This will allow us to become more familiar with the current parking assessment districts, the city, and the program as a whole.



2. Explore current ordinances applicable to the current District within the City of Sheboygan. Evaluate the current assessment program in place, rates, utilization of funding, etc.
3. Compare the current program with other comparable cities (Max of 5) to determine how the City of Sheboygan aligns with peer cities.
4. Create a matrix outlining current ordinances applicable to the districts and comparison items related to peer cities.
5. Present findings matrix to the city and discuss recommendations.
6. Provide a memo documenting findings, to include matrix of comparable cities, recommendations, and implementation strategies for consideration.

### **MEETINGS\***

Meeting 1: Kick-off Meeting to finalize project goals, timeline, and deliverables. Request for information pertaining to the program for review.

Meeting 2: Project Update meeting. Determine peer cities. Determine comparison criteria.

Meeting 3: Findings discussion.

Meeting 4: Presentation of Findings Matrix.

Meeting 5: Draft memo review.

*\*Meetings will be held virtually for this portion of the project*

### **POTENTIAL PROCEEDING PROJECT PHASES**

Phase 2-Implementation Planning and Stakeholder Outreach

Phase 3-Ordinance Updates and Implementation

### **QUALIFICATIONS**

WGI specializes in municipal parking planning and design, transportation, traffic engineering, civil, GIS, parking operations and building restoration. Our knowledge of parking and how it integrates with parking operations and those who work, live and visit the city, will benefit the overall project. We are uniquely qualified for this project, and our qualifications include:

- *Municipal Parking Operations* – Our team has operated a variety of municipal parking operations, as well as providing professional consulting services to many cities across the nation. We understand the parking requirements and level of customer service that are unique to the public sector.
- *Parking Experience* – WGI's Parking Division is recognized nationally and have completed hundreds of parking projects around the country. Parking is our specialty, which differentiates us as one of the leaders in the parking industry.



**FEE SUMMARY**

WGI proposes to provide professional services for the referenced project as described in this proposal on a fixed fee basis, plus reimbursable expenses. Based upon our project understanding and the scope of services discussed above, we are proposing to provide our consulting services on a lump sum basis of **\$5,500.00**. Customary reimbursable expenses are in addition to this fee, and they include travel, delivery, reproductions, printing, etc.

Additional services, when authorized in writing, will be invoiced on an hourly basis in accordance with the attached Fee Schedule, or on a mutually agreeable lump sum amount. The attached Terms and Conditions apply to this project.

**TERMS AND CONDITIONS**

We trust that we have responded to your request for proposal and appreciate the opportunity to assist you on this project. If you are in agreement with the scope of services, professional fees, and terms of this proposal, your signature in the space provided below will serve as our notice to proceed. Please return one copy to our office via email.

If you have any questions regarding this proposal, please contact me directly. We look forward to working with you and your team on this project.

Very truly yours,  
WGI



Nicole Chinae, CAPP  
Senior Project Manager

<b>ACCEPTED BY:</b>
_____
Firm
_____
Signature
_____
Printed Name
_____
Title
_____
Date



**WGI, INC.**  
**CONTRACT TERMS AND CONDITIONS**  
**JUNE 2020**

1. **Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.
4. **Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.
5. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
6. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
7. **Hazardous Materials:** Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.
8. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and



damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

**9. Events of Default:** Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

**10. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

**11. Digital Data Files:** It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.



12. **Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
13. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
14. **Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
15. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
16. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
17. **Applicable Law and Venue:** This Agreement shall be governed by the laws of the state in which the WGI office performing the services for the subject project is located. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the WGI office performing the services for the subject project is located.
18. **Force Majeure:** WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.



**WGL, INC.**  
**FEE SCHEDULE**  
**EFFECTIVE DATE – JUNE 27, 2020**

Hourly Rate	
<b>ENGINEERING SERVICES</b>	
Executive Engineer	\$275.00
Chief Engineer	\$250.00
Senior Project Manager	\$210.00
Principal Engineer	\$230.00
Project Manager	\$185.00
Senior Engineer	\$170.00
Senior Project Engineer	\$160.00
Project Engineer	\$150.00
Senior Designer	\$145.00
Engineer	\$140.00
Senior Engineer Intern	\$130.00
Engineer Intern	\$100.00
Chief Designer	\$165.00
Designer	\$110.00
Field Engineer	\$165.00
Field Inspector	\$110.00
<b>SURVEYING SERVICES</b>	
Principal Surveyor	\$250.00
Senior Project Manager	\$200.00
Project Manager	\$185.00
Senior Professional Surveyor	\$170.00
Photogrammetrist	\$150.00
Professional Surveyor	\$140.00
Survey Intern	\$100.00
Senior Survey Technician	\$140.00
Survey Technician	\$100.00
SUE Technician	\$100.00
2 Person Field Survey Crew	\$140.00
3 Person Field Survey Crew	\$180.00
4 Person Field Survey Crew	\$210.00
5 Person Field Survey Crew	\$265.00
2 Person SUE Crew	\$150.00
3 Person SUE Crew	\$200.00
4 Person SUE Crew	\$250.00
5 Person SUE Crew	\$300.00
Chief Utility Coordinator	\$210.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$130.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00

Hourly Rate	
<b>PLANNING SERVICES</b>	
Executive Planner	\$275.00
Principal Planner	\$225.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Planner	\$130.00
Planner	\$100.00
Entry Level Planner	\$85.00
<b>LANDSCAPE ARCHITECTURE SERVICES</b>	
Principal Landscape Architect	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Designer	\$130.00
Designer	\$100.00
Entry Level Designer	\$85.00
<b>ENVIRONMENTAL SERVICES</b>	
Executive Environmental Scientist	\$225.00
Principal Environmental Scientist	\$200.00
Senior Environmental Scientist	\$180.00
Project Manager	\$135.00
Environmental Scientist	\$120.00
Environmental Technician	\$90.00
<b>ARCHITECTURAL SERVICES</b>	
Project Manager	\$185.00
Senior Architect	\$260.00
Project Architect	\$160.00
Architect	\$145.00
Architect Intern	\$100.00
<b>OTHER PROFESSIONAL SERVICES</b>	
Expert Witness	\$550.00
GIS Technician	\$150.00
Administrative Assistant	\$75.00
<b>REIMBURSABLE EXPENSES</b>	
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
Plots, Black & White (each)	\$ 2.00
Plots, Color (each)	\$15.00
Mylars (each)	\$70.00
Foam Core Presentation Boards (each)	\$ 7.50
All Third Party Expenses	Cost Plus 15%

**Expenses:** In addition to labor, WGL, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc.; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGL also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.





August 18<sup>th</sup>, 2020

Chad Pelishek, Director of Planning & Development  
Derek Muench, Director of Transit & Parking  
City of Sheboygan  
608 S Commerce Street  
Sheboygan, WI 53081

Re: Parking Assessment Review and Analysis

Dear Chad and Derek:

Thank you for again for the opportunity to work together on this project. The WGI team has a diverse range of operational experience as stakeholders, owners, operators, planners, engineers and consultants. For more than 30 years, WGI has helped city's like Sheboygan strategically plan for parking and transportation while also taking into consideration industry wide trends. Our experience expands from a nationwide presence to having provided the City with influential parking planning studies in the past.

Nicole Chinaea, CAPP, will serve as project manager and be the main point of contact throughout the study. Using tools such as public outreach and comparable city studies, she has demonstrated the successful implementation of initiatives, while ensuring that solutions are applicable to the entire city, its vision, and the community. As a previous owner, Nicole brings unique experience as a consultant. Nicole's previous experience leading downtown parking districts, specifically managing and implementing parking management policies, provides her with a unique and unmatched perspective to project delivery.

### **PROJECT UNDERSTANDING**

The City of Sheboygan currently has five parking assessment districts. Assessment funding is utilized for the operation and maintenance of city off-street parking facilities per Chapter 106 of the City Ordinance. The goal of the project is to ensure that the program is adequately supporting the current and future needs of the city's parking operation and maintenance. This analysis is Phase 1 of the project with later Phases 2-3 focusing on implementing updates to the program.

### **ANTICIPATED APPROACH & SCOPE OF SERVICES**

Our initial scope of work shall include the following parking consulting services:

#### **Phase 1- Parking Assessment Review and Analysis**

1. WGI will submit an initial "Request for Information" (RFI). This will allow us to become more familiar with the current parking assessment districts, the city, and the program as a whole.



2. Explore current ordinances applicable to the current District within the City of Sheboygan. Evaluate the current assessment program in place, rates, utilization of funding, etc.
3. Compare the current program with other comparable cities (Max of 5) to determine how the City of Sheboygan aligns with peer cities.
4. Create a matrix outlining current ordinances applicable to the districts and comparison items related to peer cities.
5. Present findings matrix to the city and discuss recommendations.
6. Provide a memo documenting findings, to include matrix of comparable cities, recommendations, and implementation strategies for consideration.

### **MEETINGS\***

Meeting 1: Kick-off Meeting to finalize project goals, timeline, and deliverables. Request for information pertaining to the program for review.

Meeting 2: Project Update meeting. Determine peer cities. Determine comparison criteria.

Meeting 3: Findings discussion.

Meeting 4: Presentation of Findings Matrix.

Meeting 5: Draft memo review.

*\*Meetings will be held virtually for this portion of the project*

### **POTENTIAL PROCEEDING PROJECT PHASES**

Phase 2-Implementation Planning and Stakeholder Outreach

Phase 3-Ordinance Updates and Implementation

### **QUALIFICATIONS**

WGI specializes in municipal parking planning and design, transportation, traffic engineering, civil, GIS, parking operations and building restoration. Our knowledge of parking and how it integrates with parking operations and those who work, live and visit the city, will benefit the overall project. We are uniquely qualified for this project, and our qualifications include:

- *Municipal Parking Operations* – Our team has operated a variety of municipal parking operations, as well as providing professional consulting services to many cities across the nation. We understand the parking requirements and level of customer service that are unique to the public sector.
- *Parking Experience* – WGI's Parking Division is recognized nationally and have completed hundreds of parking projects around the country. Parking is our specialty, which differentiates us as one of the leaders in the parking industry.



**FEE SUMMARY**

WGI proposes to provide professional services for the referenced project as described in this proposal on a fixed fee basis, plus reimbursable expenses. Based upon our project understanding and the scope of services discussed above, we are proposing to provide our consulting services on a lump sum basis of **\$5,500.00**. Customary reimbursable expenses are in addition to this fee, and they include travel, delivery, reproductions, printing, etc.

Additional services, when authorized in writing, will be invoiced on an hourly basis in accordance with the attached Fee Schedule, or on a mutually agreeable lump sum amount. The attached Terms and Conditions apply to this project.

**TERMS AND CONDITIONS**

We trust that we have responded to your request for proposal and appreciate the opportunity to assist you on this project. If you are in agreement with the scope of services, professional fees, and terms of this proposal, your signature in the space provided below will serve as our notice to proceed. Please return one copy to our office via email.

If you have any questions regarding this proposal, please contact me directly. We look forward to working with you and your team on this project.

Very truly yours,  
WGI

Nicole China, CAPP  
Senior Project Manager

<p><b>ACCEPTED BY:</b></p> <p><i>City of Sheboygan</i></p> <p><i>Chad Pelushek</i></p> <p><i>Chad Pelushek</i></p> <p>Printed Name</p> <p><i>Director of Planning &amp; Dev</i></p> <p><i>9/9/20</i></p>
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**WGI, INC.**  
**CONTRACT TERMS AND CONDITIONS**  
**JUNE 2020**

1. **Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
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damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

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13. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
14. **Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
15. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
16. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
17. **Applicable Law and Venue:** This Agreement shall be governed by the laws of the state in which the WGI office performing the services for the subject project is located. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the WGI office performing the services for the subject project is located.
18. **Force Majeure:** WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.



**WGI, INC.**  
**FEE SCHEDULE**  
**EFFECTIVE DATE – JUNE 27, 2020**

Hourly Rate	
<b>ENGINEERING SERVICES</b>	
Executive Engineer	\$275.00
Chief Engineer	\$250.00
Senior Project Manager	\$210.00
Principal Engineer	\$230.00
Project Manager	\$185.00
Senior Engineer	\$170.00
Senior Project Engineer	\$160.00
Project Engineer	\$150.00
Senior Designer	\$145.00
Engineer	\$140.00
Senior Engineer Intern	\$130.00
Engineer Intern	\$100.00
Chief Designer	\$165.00
Designer	\$110.00
Field Engineer	\$165.00
Field Inspector	\$110.00
<b>SURVEYING SERVICES</b>	
Principal Surveyor	\$250.00
Senior Project Manager	\$200.00
Project Manager	\$185.00
Senior Professional Surveyor	\$170.00
Photogrammetrist	\$150.00
Professional Surveyor	\$140.00
Survey Intern	\$100.00
Senior Survey Technician	\$110.00
Survey Technician	\$100.00
SUE Technician	\$100.00
2 Person Field Survey Crew	\$140.00
3 Person Field Survey Crew	\$180.00
4 Person Field Survey Crew	\$210.00
5 Person Field Survey Crew	\$265.00
2 Person SUE Crew	\$150.00
3 Person SUE Crew	\$200.00
4 Person SUE Crew	\$250.00
5 Person SUE Crew	\$300.00
Chief Utility Coordinator	\$210.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$130.00
Laser Scan Crew	\$250.00
Hydrographic Bathymetric Crew	\$325.00

Hourly Rate	
<b>PLANNING SERVICES</b>	
Executive Planner	\$275.00
Principal Planner	\$225.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Planner	\$130.00
Planner	\$100.00
Entry Level Planner	\$85.00
<b>LANDSCAPE ARCHITECTURE SERVICES</b>	
Principal Landscape Architect	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Designer	\$130.00
Designer	\$100.00
Entry Level Designer	\$85.00
<b>ENVIRONMENTAL SERVICES</b>	
Executive Environmental Scientist	\$225.00
Principal Environmental Scientist	\$200.00
Senior Environmental Scientist	\$180.00
Project Manager	\$135.00
Environmental Scientist	\$120.00
Environmental Technician	\$90.00
<b>ARCHITECTURAL SERVICES</b>	
Project Manager	\$185.00
Senior Architect	\$260.00
Project Architect	\$160.00
Architect	\$145.00
Architect Intern	\$100.00
<b>OTHER PROFESSIONAL SERVICES</b>	
Expert Witness	\$350.00
OIS Technician	\$150.00
Administrative Assistant	\$75.00
<b>REIMBURSABLE EXPENSES</b>	
Copies, Black & White (each)	\$ 0.50
Copies, Color (each)	\$ 1.00
Plots, Black & White (each)	\$ 2.00
Plots, Color (each)	\$15.00
MyLars (each)	\$70.00
Foam Core Presentation Boards (each)	\$ 7.50
All Third Party Expenses	Cost Plus 15%

**Expenses:** In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing, conference calling charges, document review, permit or recording fees paid on behalf of CLIENT, shipping, bid advertisement, specialty materials, software or equipment rental, sub-consultant fees, costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile, employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.





III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Donohue and Bohren.  
September 8, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Hold Harmless Agreement with Eighth Street Investments, LLC regarding the use of the former Wisconsin Bank & Trust building at 604 North 8th Street as a polling place.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Hold Harmless Agreement, a copy of which is attached hereto.

FHP

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

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

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

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

**HOLD HARMLESS AGREEMENT**

In consideration of Eighth Street Investments, LLC (the "Owner") allowing the City of Sheboygan to use the former Wisconsin Bank and Trust Building at 604 N. 8th Street, Sheboygan, Wisconsin on November 3, 2020 as a polling place (including setup with no public access the day prior), the City hereby agrees to hold harmless and defend the Owner from and against any and all claims, liabilities, damages, or loss directly related to any negligence or willful misconduct of the City or its officials in conducting the election activities on the Owner's premises.

Owner: EIGHTH STREET INVESTMENTS, LLC

CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Paul Weaver  
Sole Member

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

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

Attest: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

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


Signatures of City officials are authorized by Res. No. \_\_\_\_-20-21.

**HOLD HARMLESS AGREEMENT**

In consideration of Eighth Street Investments, LLC (the "Owner") allowing the City of Sheboygan to use the former Wisconsin Bank and Trust Building at 604 N. 8th Street, Sheboygan, Wisconsin on November 3, 2020 as a polling place (including setup with no public access the day prior), the City hereby agrees to hold harmless and defend the Owner from and against any and all claims, liabilities, damages, or loss directly related to any negligence or willful misconduct of the City or its officials in conducting the election activities on the Owner's premises.

Owner: EIGHTH STREET INVESTMENTS, LLC

CITY OF SHEBOYGAN

By:   
Paul Weaver  
Sole Member

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

Date: 9-17-20

Attest: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

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

Signatures of City officials are authorized by Res. No. \_\_\_\_-20-21.

**HOLD HARMLESS AGREEMENT**


In consideration of Eighth Street Investments, LLC (the "Owner") allowing the City of Sheboygan to use the former Wisconsin Bank and Trust Building at 604 N. 8th Street, Sheboygan, Wisconsin on November 3, 2020 as a polling place (including setup with no public access the day prior), the City hereby agrees to hold harmless and defend the Owner from and against any and all claims, liabilities, damages, or loss directly related to any negligence or willful misconduct of the City or its officials in conducting the election activities on the Owner's premises.

Owner: EIGHTH STREET INVESTMENTS, LLC

By: \_\_\_\_\_  
Paul Weaver  
Sole Member

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

CITY OF SHEBOYGAN

By:   
Michael J. Vandersteen  
Mayor

Attest:   
Meredith DeBruin  
City Clerk

Date: September 24, 2020

Signatures of City officials are authorized by Res. No. 80 -20-21.

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Donohue and Bohren.  
September 8, 2020.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$11,190,000  
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020D

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$11,190,000 for the public purpose of refunding outstanding obligations of the City, specifically, its Note Anticipation Notes, dated July 2, 2018;

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation refunding bonds pursuant to Section 67.04, Wisconsin Statutes; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis; and

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

Section 1. The Bonds. The City shall issue its Taxable General Obligation Refunding Bonds, Series 2020D (the "Bonds") in an amount of approximately \$11,190,000 for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

F&P

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall cause an Official Statement concerning this issue to be prepared by WFPF. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

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

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Dated \_\_\_\_\_, 2020. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2020. \_\_\_\_\_, Mayor

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Dekker and Sorenson.  
September 8, 2020.

A RESOLUTION authorizing entering into a Master Development Agreement with Stonebrook Crossing LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Master Development Agreement between Stonebrook Crossing LLC and the City of Sheboygan regarding development of a subdivision for residential and commercial purposes, in form substantially similar to the attached.

Public works

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

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

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

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

# Master Development Agreement

This Master Development Agreement (this "AGREEMENT") is entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between STONEBROOK CROSSING LLC, a Wisconsin limited liability company, its successors, assigns and future owners of the PROPERTY, (the "DEVELOPER") and the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the "CITY").

## RECITALS

**WHEREAS**, DEVELOPER is the owner of approximately 64 acres of land in the CITY, said land described on Exhibit A attached hereto (the "PROPERTY"); and,

**WHEREAS**, DEVELOPER desires to develop the PROPERTY as a subdivision for residential and commercial purposes (the "DEVELOPMENT"); and,

**WHEREAS**, said land consists of various parcels of land that are currently classified into three different zoning classifications: Mixed Residential (MR-8), Suburban Residential (SR-5) and Neighborhood Commercial (NC); and,

**WHEREAS**, DEVELOPER intends to develop the PROPERTY in multiple additions, and the parties have entered in to this AGREEMENT for the purpose of describing the general terms and conditions pursuant to the DEVELOPMENT and the specific terms and condition for the first addition. The parties further acknowledge subsequent additions may be subject to amendments to this AGREEMENT to include specific terms and conditions for subsequent additions, which amendments shall be not be generally applicable, but shall specifically relate to the subsequent additions identified. The first addition is named Stonebrook Crossing Addition No. 1 (the "FIRST ADDITION"); said land is described on Exhibit A attached hereto; and,

**WHEREAS**, it is now necessary that DEVELOPER and CITY enter into an AGREEMENT relative to the manner and method by which various public improvements upon the property described in this AGREEMENT ("PUBLIC IMPROVEMENTS") will be developed.

**NOW, THEREFORE**, DEVELOPER and CITY agree as follows:

### I. GENERAL

- A. DEVELOPER shall submit Final Plats of the FIRST ADDITION, and of all future additions, to the City and the State of Wisconsin Department of Administration pursuant applicable state law and city ordinances.
- B. DEVELOPER shall prepare plans for the PUBLIC IMPROVEMENTS for each addition of the DEVELOPMENT, which plans are to be presented to and approved by the CITY.

THIS SPACE RESERVED FOR  
RECORDING DATA

RETURN TO:

City of Sheboygan  
City Clerk  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

PARCEL IDENTIFICATION NUMBER:

59281-471031\*  
59281-471051\*  
59281-471035\*

*\* Current Parcel Identification Numbers for  
2020. New numbers will be assigned later  
in 2020.*

- C. DEVELOPER shall record, for each addition of the DEVELOPMENT, a Final Plat that substantially conforms to the design criteria, performance standards, and other specifications of Chapter 236, Wisconsin Statutes; Appendix C to the City of Sheboygan Municipal Code ("SUBDIVISION CODE"), and the City of Sheboygan Zoning Ordinance ("ZONING CODE").
- D. Prior to start of construction for each addition of the DEVELOPMENT, DEVELOPER shall provide certificates of insurance to the CITY with respect to the following forms of coverage and with limits not less than as stated hereunder: statutory limits for Workers Compensation; Commercial General Liability Insurance limits of \$5,000,000 for each occurrence and general aggregate; and Automotive Liability coverage with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis. Coverages listed may be obtained with individual policies or in combination with excess or umbrella coverages. The policies shall be written by an insurance company licensed to do business in Wisconsin. DEVELOPER shall provide not less than 30 days written notice to the CITY prior to change modification or termination of said policy. Such notice provisions shall be in the unconditional affirmative, phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The requirements for insurance coverage for each addition terminate with final acceptance pursuant to section XI.B.6, below.

## II. SEQUENCE OF DEVELOPMENT

It is anticipated that the sequence of activity related to each addition of the DEVELOPMENT shall be as follows, subject, however, to the SUBDIVISION CODE:

- A. Pre-application Conference
- B. Preliminary Plat Approval
- C. Final Plat Approval
- D. Development Agreement Approval
- E. Approval of Storm Sewer and Sanitary Sewer Utility Calculations, Water Main Calculations, and Shop Drawings
- F. Construction Plan Approvals
- G. Pre-Construction Meeting
- H. Erosion Control and Stormwater Best Management Practices
- I. Utility and Street Construction
- I. Private Utilities (Electric, Gas, Telephone, CATV, Etc.)
- J. Restoration
- K. Record Drawings and Certifications

## III. GRADING AND EROSION CONTROL

- A. Compliance
  - 1. DEVELOPER shall abide by the provisions of the Sheboygan Municipal Code, including the Appendices thereto, and to all other federal and state statutes and regulations related to grading and to erosion control. Nothing in this AGREEMENT shall in any way be interpreted as superseding said provisions of law.
  - 2. DEVELOPER shall secure proper Erosion Control Permits to implement the approved Erosion Control Plan.

3. Erosion Control Methods shall be those required by the erosion control ordinances under the Sheboygan Municipal Code (including, but not limited to Appendix D related to Construction Site Erosion Control and Chapter 26 related to Drainage) or by the State of Wisconsin through the Department of Natural Resources. DEVELOPER shall be responsible for maintaining erosion control in accordance with the Erosion Control Permit during construction.
4. DEVELOPER shall be responsible for pre-grading and maintaining grades within the DEVELOPMENT in accordance with the approved DEVELOPER's Grading Plan until final acceptance by the CITY of improvements.
5. DEVELOPER shall be responsible for implementing the approved Master Grading Plan. This shall be achieved as part of the DEVELOPER's construction activities and by providing the approved Master Grading Plan to lot buyers for implementation during the building permit phase of the individual lots.

**B. Inspection and Maintenance**

1. Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.
2. All erosion control measures shall be maintained in accordance with the Erosion Control Permits.
3. DEVELOPER, at its sole expense, shall be responsible for removing erosion control measures as directed by the CITY.
4. All costs connected with providing the CITY with as-built information per CITY standards shall be pursuant to section VIII.E.4, below.

**C. Construction Standards**

DEVELOPER shall be responsible for performing all work related to grading and erosion control in accordance with the City of Sheboygan Construction Standards, a copy of which is attached as Exhibit C.

**IV. SANITARY SYSTEM**

**A. Availability**

1. Each building in the DEVELOPMENT shall be served by a sanitary sewer main and lateral at DEVELOPER's sole expense, except for expense reimbursement pursuant to IV.G, below, and connected to the appropriate sanitary system in accordance with determinations, plans, and specifications made or approved by the City Engineer and all other regulatory agencies, including the appropriate Sanitary District(s) serving the area of the DEVELOPMENT.
2. The sanitary sewer lateral shall be installed to five feet beyond the lot line at the DEVELOPER's sole expense. As individual buildings are being constructed, the property owner shall extend the sanitary sewer lateral from this point to the building.

3. All buildings or units in the DEVELOPMENT shall be individually served with private laterals. In the event it is later determined that the locations or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the property owner.
4. DEVELOPER shall provide for the extension of the sanitary sewer system in accordance with the approved plans by the CITY by laying sanitary sewer mains in public right-of-way and/or public easement as directed by the CITY.

B. Capacity

The system shall conform to the Sheboygan Municipal Code and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein, and as directed by the CITY.

C. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Ownership

Upon CITY's final acceptance of the sanitary sewer system, those portions of the sanitary sewer system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

E. Sanitary Fees

All building sites and buildings in the DEVELOPMENT shall be subject to all sanitary fees at the time of connection and in the same amount and collected in the same manner as are sanitary fees for all other CITY parts served by the same wastewater treatment facilities.

F. Construction Standards

DEVELOPER shall be responsible for performing all work related to sanitary sewer service in accordance with the City of Sheboygan Construction Standards, a copy of which is attached as Exhibit C.

G. Reimbursement for Sanitary Sewer Extension to Site Boundary

Upon inspection and approval by the CITY of the Moenning Road extension area, DEVELOPER shall be reimbursed for construction of the extension of the sanitary sewer on Moenning Road to the PROPERTY boundary pursuant to a separate 2007 agreement between the parties made as part of a purchase and sale agreement. DEVELOPER shall provide the CITY with an invoice quantifying the cost to extend the sewer. The City Engineer shall review the invoice, which shall contain sufficient information to allow him or her to determine whether or not the cost is reasonable and consistent with local construction costs. Upon approval of the City Engineer, the CITY shall reimburse actual costs within 30 days pursuant to said separate agreement.

## V. WATER SYSTEM

### A. Availability

1. Each building in the DEVELOPMENT shall be served by water main of at least eight inches in diameter and a lateral installed at DEVELOPER's sole expense, except for expense reimbursement pursuant to V.B, below, and connected to the Sheboygan Water Utility ("UTILITY") in accordance with plans and specifications approved by the CITY, the UTILITY, and all other agencies.
2. The water lateral shall be installed to five feet beyond the lot line at the DEVELOPER's sole expense. As individual buildings are being constructed, the property owner shall extend the water lateral from this point to the building.
3. All buildings or units in the DEVELOPMENT shall be individually served with private laterals. In the event it is later determined that the locations, pressure or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to UTILITY approval which will be paid for by the property owner.
4. In lieu of the UTILITY constructing water main extensions, the DEVELOPER shall provide for the extension and construction of the water system in accordance with the Site Development Plan approved by the CITY and the UTILITY by laying water mains in public right-of-way and/or public easement as directed by the CITY and shown on the plans.

### B. Capacity of the System

The water system shall conform to the Sheboygan Municipal Code and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein and as directed by the CITY and the UTILITY. However, the parties acknowledge that the water mains necessary to serve the DEVELOPMENT may need to be increased in size in order to serve areas which may develop in the future, or in order to serve areas currently outside of the territorial limits of the CITY that may, in the future, be annexed into the CITY. Should the UTILITY determine that it is in its best interest to increase the size of mains beyond an eight-inch diameter based on needs outside of the DEVELOPMENT (e.g. a 16-inch main when 8-inch is sufficient for the DEVELOPMENT) the parties agree that in lieu of the UTILITY constructing the water main extensions, the DEVELOPER shall construct the larger water mains required by the UTILITY within the PROPERTY, and the DEVELOPER shall be reimbursed by the UTILITY for the cost difference between an 8-inch main and the actual size of the larger main installed. In such a case, the DEVELOPER shall obtain no fewer than three acceptable bids for the installation of both sizes of main. The cost difference shall be calculated based on lowest of the acceptable bids received, using the difference in cost between the larger main and the 8-inch main multiplied by the lineal feet installed. The UTILITY reserves the right to reject cost differences that do not reflect reasonable market pricing. DEVELOPER shall, after installation, provide the UTILITY with calculations quantifying the cost of the larger water mains per this agreement, and the UTILITY shall reimburse said costs within 30 days.

### C. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY and UTILITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Ownership

Upon UTILITY's final acceptance of the water system, all water main extensions and those portions of the water system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the UTILITY for public utility purposes and shall thereafter be maintained and serviced by the UTILITY. The parties agree to execute and deliver any additional documents as may be reasonably required to effectuate the dedication and transfer of the extensions of water mains contemplated by this AGREEMENT.

E. Water Utility Charges

Upon final acceptance of the water system by the UTILITY, all buildings, or building sites in the DEVELOPMENT shall be subject to all water service charges and/or assessments in the same amount and collected in the same manner, as are water service charges and/or assessments for all other parts of the CITY served by CITY water.

For the possible future water main extension along Moenning Road, the UTILITY and CITY have determined that since no privately owned residential lots would be able to exceed 220 feet of second side water main frontage, that pursuant to Section 122-98(c), Sheboygan Municipal Code, that no special assessment would apply to this PROPERTY for water main extensions along Moenning Road.

F. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to water service in accordance with the City of Sheboygan Construction Standards, a copy of which is attached as Exhibit C, and the "Standard Specifications for Sewer and Water Construction in Wisconsin" (6th edition, dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008) as further modified by the Sheboygan Water Utility Special Provisions, a copy of which is attached as Exhibit D.

**VI. STORM DRAINAGE SYSTEM**

A. Components

Storm drainage shall be provided by means of storm sewers, culverts, ditches, Stormwater Best Management Practices (BMP's), and appurtenances in the public right-of-way and/or in drainage easements where required and/or within natural areas (where applicable and permitted), all in accordance with storm drainage plans prepared by DEVELOPER and approved by the CITY and entirely at the DEVELOPER's sole expense, except for reimbursement pursuant to section VI.F, below. All storm drainage shall be in conformance with the requirements of the Sheboygan Municipal Code, including but not limited to the approved Stormwater Management Plan required pursuant to Chapter 26 of the Sheboygan Municipal Code and the Post-Construction Stormwater Management Zoning Ordinance contained in Appendix E to the Sheboygan Municipal Code.

## B. Construction

1. The DEVELOPER shall be responsible for the planning, design, construction plan, and construction of facilities for storm drainage (the Storm Drainage System) until such stormwater exits the exterior perimeter line of the DEVELOPMENT or until it reaches a point, outside of and adjacent to the PROPERTY from which point such stormwater passes into, or through specified conduits or channels. Such design shall be reviewed and approved by the CITY prior to construction.
2. Nothing in this paragraph shall be deemed to limit the DEVELOPER's responsibility to adjacent owners for discharged water. Should any claim be made against the CITY for increased water discharge or altered drainage patterns from the project, DEVELOPER shall indemnify, defend and hold harmless the CITY paying all costs thereof (including but not limited to actual attorney fees) and further indemnify the CITY from any loss or damage based upon a claim arising from water allegedly discharged within or from the site, except if the loss or damage was caused by the negligence or willful misconduct of the CITY. Except as it relates to negligence by the DEVELOPER or its contractors and subcontractors, DEVELOPER'S duty pursuant to this subparagraph shall terminate once the storm drainage system is finalized and accepted by the CITY.
3. Major drainage improvements for the entire development shall be constructed during the FIRST ADDITION of the DEVELOPMENT including, but not limited to the BMP's, ditches and other structures for the conveyance of water therein, detention ponds, and necessary downstream improvements. Developer shall be responsible for creating or obtaining all necessary drainage easements as part of said construction.
4. The DEVELOPER agrees with and shall execute, simultaneous with this AGREEMENT, all provisions of a Stormwater Management Agreement, a copy of which is attached hereto as Exhibit E.

## C. Ownership

The components of the Storm Drainage System in public rights of way and public easements shall be dedicated to the CITY. Additionally all stormwater ponds and other stormwater infrastructure shall be dedicated to the CITY, along with the outlots in which they are located. DEVELOPER agrees to dedicate to the CITY two drainage easements deemed necessary by the CITY and any infrastructure contained therein. When dedicated to the CITY upon approval and final acceptance by the CITY, system components shall become the property of the CITY and thereafter be maintained by the CITY. Notwithstanding the terms of this paragraph, the driveway culverts shall remain the property of the DEVELOPER and, upon sale of lots, the property owner. DEVELOPER agrees record standard covenants running with the land requiring property owners to properly maintain their property in such a manner so as to permit proper storm drainage throughout the PROPERTY.

## D. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

E. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to storm drainage in accordance with the City of Sheboygan Construction Standards, a copy of which is attached as Exhibit C.

F. Reimbursement for Stormwater Detention Ponds

Upon final inspection and approval by the CITY of the two stormwater detention ponds portion of the project, DEVELOPER shall be reimbursed for the engineering and construction of the two stormwater detention ponds to be constructed in Outlot 1 and 2 pursuant to a separate 2007 agreement between the parties made as part of a purchase and sale agreement. DEVELOPER shall provide the CITY with an invoice quantifying the cost to engineer and construct the stormwater detention ponds and CITY shall reimburse actual costs within 30 days, up to a maximum contribute of \$250,000, pursuant to said separate agreement. Final inspection and approval shall not be granted until DNR regulations and requirements related to sufficient establishment of vegetation to allow for release from the terms of required erosion control construction permits. Final inspection and approval shall not unreasonably withheld by the CITY.

**VII. PUBLIC ROADWAYS**

A. Location

Roadways shall be constructed in each and every road right-of-way platted, shall be built to the exterior lot line of the PROPERTY and constructed as directed by the CITY.

B. Construction

1. DEVELOPER shall provide the geotechnical data compiled during the design of the roadways to the City Engineer. Should the geotechnical data submitted to the CITY not be sufficient to reasonably satisfy the City Engineer, the DEVELOPER shall grant the CITY with a right of entry to obtain the required data. Costs associated with obtaining the required data shall be at the DEVELOPER's sole expense.
2. DEVELOPER shall install and/or improve the roadways per the approved plans.
3. The asphaltic binder course, which shall be at a depth of 1 ¾ inches, shall not be installed after September 15 without prior approval of the City Engineer.
4. At the direction of the City Engineer, DEVELOPER shall adjust all affected utilities prior to installing the final asphalt surface course at DEVELOPER's sole expense.
5. The DEVELOPER shall schedule and complete a walk-through of the street system with the CITY's Director of Public Works or his or her designee, who shall consent in writing prior to the installation of the final asphaltic surface course.
6. Prior to final asphaltic surface course construction, all repairs and restoration of damaged, broken or otherwise deficient asphaltic binder course, water system, sanitary system, and storm drainage system shall be completed at DEVELOPER's sole expense.

7. The final asphaltic surface course, which shall be at a depth of 2 ¼ inches, shall be installed between May 1 and July 31 in the calendar year following the installation of the binder course.
8. Material storage or stockpiling shall not be allowed on road surface after final surface course is installed.
9. DEVELOPER shall be responsible for any damage to the road system, including any damage resulting from plowing of snow, until final acceptance.
10. CITY shall not be responsible for any plowing of the road system until the aggregate base course is accepted pursuant to section XI.B.4, below.

C. Inspection

Oversight of all construction, maintenance, and material testing of public roadways and appurtenances shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Street Signs

1. Street names and numbers shall be in conformance with the CITY's policies and in accord with Chapter 118 of the Sheboygan Municipal Code.
2. Street signs shall be installed by the CITY, at the DEVELOPER's sole expense and prior to placement of the binder course.

E. Street Lighting

DEVELOPER shall pay for the cost of purchase and installation of LED street lighting, including provision of any necessary easements, at the main entrances to the DEVELOPMENT (Business Drive/Highway OK and Moening Road). The CITY shall approve the type and specifications of the street lighting. All street lighting shall be completed to the satisfaction of the CITY and not used until after the CITY's final acceptance. Upon the CITY's final acceptance of the street lighting system, those portions of the street lighting system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY, with the CITY to be responsible for the monthly costs from the utility company for the electric usage related to the street lighting. Other street light locations are allowed to be added later at the mutual agreement between the CITY and DEVELOPER.

F. Trees

The requirements for trees in the DEVELOPMENT are to be at the DEVELOPER's sole discretion, except as otherwise provided by law. The DEVELOPER has indicated its desire to apply for a variance from city ordinance requirements related to tree easements on local (minor) streets (Section 5.2(F)(1)(c), Subdivision Code). It shall be DEVELOPER'S responsibility to request said variance from the Plan Commission in writing, as provided in Section 2.5, Subdivision Code. The DEVELOPER acknowledges that the Plan Commission exercises to sole judgment to determine whether it would be inadvisable to literally apply a provision of this ordinance due of exceptional or undue hardship and to modify the provisions of the ordinance in a way that provides for substantial justice to be done and the public interest secured. The parties agree that should the Plan Commission not approve said variance related to the FIRST ADDITION, the DEVELOPER shall be permitted to withdraw from this AGREEMENT. The parties agree that should the Plan Commission approve said variance for the FIRST ADDITION but not for one or more later additions, the DEVELOPER shall remain bound to the provisions of this Agreement only for such additions as have been approved with the variance, and shall not be obligated to move forward with new additions.

G. Access Shoulder

DEVELOPER shall pay for the cost of installing asphalt paved access shoulder on both sides of Rim Rock Road and Stonebrook Drive, as set forth in the approved plan.

H. Relocation of Private Utilities

The DEVELOPER shall be responsible for any expense for private utilities to move its private infrastructure in the public right-of-way necessitated by the DEVELOPMENT.

I. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to public roadways and appurtenances as described in this Section VII in accordance with the City of Sheboygan Construction Standards, a copy of which is attached as Exhibit C.

**VIII. ADDITIONAL REQUIREMENTS OF DEVELOPER**

A. Public Sites and Open Spaces

1. Dedication of Parkland

As part of FIRST ADDITION, DEVELOPER agrees to dedicate a 0.50 acre parcel of land for open spaces and sites for public use ("PARK"). The parcel shall be labeled as "Dedicated to the Public for Park Purposes" on the Final Plat. A legal description of the parcel is attached as Exhibit A. The dedication of land for open spaces and sites for public use shall be consistent with the CITY's Comprehensive Plan and/or Official Map unless the CITY agrees otherwise. The CITY agrees to quit claim the PARK upon (i) approval by the Parks and Forestry Commission and the Common Council pursuant to the provisions of the Sheboygan Municipal Code, (ii) dedication of the parcel of land for opens spaces and sites for public use provided in this paragraph, and (iii) final plat approval.

2. Waiver of Impact Fees

In consideration of the dedication of the 0.50 acre parcel of land, pursuant to Section 74-83, Sheboygan Municipal Code, the CITY waives all impact fees for park purposes for the DEVELOPMENT.

3. Additional Terms Related to Public Space

As part of FIRST ADDITION, at the DEVELOPER'S cost, DEVELOPER agrees to i) install a 2" water line, ii) install a 6" sanitary sewer lateral, and iii) install an electric pedestal to said public open space. DEVELOPER shall submit a grading plan for the parcel to the CITY for its review and approval. At the DEVELOPER'S cost, DEVELOPER shall grade the parcel, add a minimum of 4" of top soil, spread fertilizer, and plant grass seed. Upon the CITY's final acceptance of the PARK, those portions of the PARK shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

B. Shoreland

DEVELOPER shall comply with the shoreland requirements set forth in Appendix B of the City of Sheboygan Municipal Code. There are currently no known shoreland locations on the PROPERTY.

C. Floodplain

Buildings and structures shall not be situated within the floodway area of the 100-Year Floodplain as shown on the Final Plat. Any changes to property within the floodway area, including filling, grading, excavation, and planting of vegetation shall be limited in accord with Appendix A of the Sheboygan Municipal Code. There are currently no known floodplain locations on the PROPERTY.

D. Wetland Areas

The grading, filling, excavation of wetland areas as shown on the Final Plat shall be prohibited. Vegetation may be added to a wetland area per waterway regulations by the Wisconsin Department of Natural Resources. Any activity within wetland areas shall be in accord with Appendix B of the Sheboygan Municipal Code.

E. Miscellaneous and Fees

1. DEVELOPER shall be responsible for any items, as reasonably required in writing by the CITY, necessary to accomplish the intent of this AGREEMENT.
2. At the time of issuance of the a building permit, and except as otherwise provided in this AGREEMENT, the DEVELOPER or the respective landowner or building obtaining such building permit, hereby agrees to pay any fees or assessments that are required by City Ordinance or Resolution in effect at time of building permit per residential dwelling unit. Fees shall be charged pursuant to the provisions and authority within the Sheboygan Municipal Code. Further pursuant to Section 74-83(a), Sheboygan Municipal Code, and in light of the value of land dedicated by DEVELOPER to the CITY pursuant to Section VIII.A, above, the parties agree that the impact fee owed for park purposes by the developer is zero..

3. The Sewer Connection Fees for this DEVELOPMENT will be set as shown in Exhibit F for a period ten (10) years after the execution of this AGREEMENT. The CITY will not charge any fees related to the engineering review and approval of construction plans, calculations, and shop drawings.
4. The CITY and UTILITY is to provide all inspection services required for the DEVELOPMENT, including the hiring, approval and work of the certified inspector, as well as the documentation of as-built information per CITY standards. Upon commencement of inspection services, the CITY shall provide the DEVELOPER with an invoice payable within 30 days for a fixed fee of \$25,000 and the UTILITY shall provide the DEVELOPER with an invoice payable within 30 days for a fixed fee of \$6,000, to cover all costs of inspection services and as-built documentation for the DEVELOPMENT.

## **IX. PRIMARY FINANCIAL GUARANTEE**

### **A. Satisfactory Financial Guarantee: Form**

To assure compliance with DEVELOPER'S obligations under this Agreement, the DEVELOPER shall deposit with the City Clerk within five (5) days of the start of construction of each respective phase, a Financial Guarantee in the form of a Letter of Credit.

### **B. Amount of Guarantee**

The Financial Guarantee required by this Article shall be in the amount of either (i) one hundred and ten percent (110%) of the total cost (based on the bid from DEVELOPER'S contractors for the Public Improvement work if deemed reasonable by the City Engineer) of the PUBLIC IMPROVEMENTS within each phase, or (ii) such lesser amount that the City Engineer determines is acceptable based on an estimate of the cost to make the CITY whole should it have to step in to complete or remove the PUBLIC IMPROVEMENTS should the DEVELOPER default on this AGREEMENT. The Financial Guarantee described herein shall only apply to the PUBLIC IMPROVEMENTS in the particular phase of the Development being constructed by DEVELOPER.

### **C. Terms of Guarantee**

The Financial Guarantee shall: (i) run until fourteen (14) months following the installation of the binder course of asphalt for such respective phase, (ii) shall be irrevocable during said period, (iii) shall be in a form approved by the City Attorney, and (iv) shall be drawn upon the sole authorization of the City Administrator without any other approval or authorization, but subject to written notice given to DEVELOPER ten (10) days prior to any draw.

D. Reduction and Release of Guarantee

During the construction of any phase of the Development, the DEVELOPER may provide proof to the CITY of installation, payment to contractors, and partial lien releases for that portion of the PUBLIC IMPROVEMENTS installed. The City Engineer, upon written request from DEVELOPER made from time to time, is authorized to reduce the amount of the Financial Guarantee from the amount in Paragraph B of this Article as a result of portions of the PUBLIC IMPROVEMENTS being completed by the DEVELOPER. In determining the reduction, the City Engineer shall consider the costs paid by the DEVELOPER, the cost of any remaining work, and the reduction in the cost to make the CITY whole should it have to step in to complete the PUBLIC IMPROVEMENTS should the DEVELOPER default on this AGREEMENT. The City Engineer shall not unreasonably withhold consent to the supported, reasonable request by DEVELOPER for the Financial Guarantee reduction.

E. Additional Related Terms

Responsibility and direction for completion of contract shall remain the responsibility of the DEVELOPER. The CITY acknowledges and agrees that the PUBLIC IMPROVEMENTS described herein may be performed by DEVELOPER in phases, as approved by the CITY. Notwithstanding any other provision to the contrary, the DEVELOPER's obligation to maintain a letter of credit shall not extend beyond fourteen (14) months from the date of substantial completion of all improvements as defined in Section 236.13(2)(a)2, Wis. Stats.

**X. DEED RESTRICTIONS**

- A. This AGREEMENT or a memorandum of this AGREEMENT shall be recorded in the office of the Registrar of Deeds of Sheboygan County, Wisconsin by the DEVELOPER at the expense of the DEVELOPER. The use and occupancy of all lots therein shall be subject to the terms and provisions of this AGREEMENT. A copy shall be provided to the CITY.
- B. Any other restrictions desired by the DEVELOPER, but not required by the CITY may be recorded at the DEVELOPER's option. The CITY will not be responsible for the enforcement of those restrictions.

**XI. ACCEPTANCE OF PUBLIC IMPROVEMENTS**

- A. All PUBLIC IMPROVEMENTS required by the CITY within the DEVELOPMENT are the DEVELOPER's sole responsibility, except as otherwise provided in this AGREEMENT.
- B. PUBLIC IMPROVEMENTS for each addition of the DEVELOPMENT will be accepted by the CITY when the DEVELOPER has met and satisfied each of the terms and conditions of this AGREEMENT, permits, and applicable ordinances of the CITY.
  - 1. Preliminary acceptance of the Utility System(s) will be granted when system has been installed and all related punch list items have been corrected by the DEVELOPER and approved by the CITY and the UTILITY.
  - 2. Final acceptance of the Utility System(s) will be granted when all land disturbing activities have been completed, all related punch list items have been corrected by the DEVELOPER and approved by the CITY, and as-builts have been submitted and approved by the CITY.

3. Final acceptance of the PARK will be granted when grass seed has been planted and the grass fully established, as determined by the Director of Public Works, and all related punch list items have been corrected by the DEVELOPER and approved by the CITY. The Director of Public Works, in determining whether the grass is fully established shall consider the same factors as used by the Department of Natural Resources when determining whether vegetation is sufficiently established to release parties from the terms of Erosion Control Construction Permits.
4. Preliminary acceptance of the Roadway will be granted when the aggregate base course has been installed and all related punch list items have been corrected by the DEVELOPER and approved by the CITY.
5. The Road System will be considered substantially complete upon the installation of the asphaltic binder course on roads to be dedicated to the CITY.
6. Final acceptance of the Road System will be not granted until 14-months after substantial completion. The CITY will conduct an inspection of the Road System (including ditches, culverts and appurtenances) 12 months after substantial completion and prepare a punch list of items that need correction. After all punch list items have been completed by the DEVELOPER, and approved by the CITY, final acceptance will be granted. The final asphaltic surface course of all asphalt roadways and all punch list items shall be completed within 14 months of substantial completion.

## **XII. GENERAL CONDITIONS**

- A. DEVELOPER further agrees to abide by such further orders or directions as may be reasonably given by the CITY and/or it's Boards and Commissions, as may be necessary to implement and carry out the terms and intent of this AGREEMENT, provided such further orders or directions are usually and customarily required of like developments similarly stated.
- B. It is expressly understood and agreed that the terms of this AGREEMENT are covenants running with the land and binding on DEVELOPER. The terms of the AGREEMENT regarding insurance, warranty and surety obligations shall survive the expiration of this AGREEMENT.
- C. The signatory DEVELOPER shall not dissolve its Corporation, LLC, or other business group designation, without written notification to the CITY, more specifically the City Engineer, and a minimum of 60 days prior to the dissolution. The written notification shall include a plan for meeting the requirements of the AGREEMENT and the identity and contact information for the person(s)/entity that will be the subsequent responsible party.
- D. DEVELOPER shall be responsible for the repair to existing roadways and infrastructure for damage caused as a result of its construction activities.
- E. DEVELOPER is required to have the public utilities (sanitary system, water system, & storm drainage system) located and marked in the field until the final record drawings for the utilities are approved by the CITY.

- F. DEVELOPER and subsequent owners of lots shall promptly remove all construction debris including, but not limited to, paper, plastic, insulation, packaging, etc. and will take adequate measures to keep all debris on the lot site to prevent littering adjoining properties.
- G. Streets shall be swept daily as needed to remove silt, stone, ground or other materials that have been tracked or eroded onto the streets by the DEVELOPER. The CITY may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the CITY's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the CITY may assess those charges against the property within this DEVELOPMENT as a special charge for current services pursuant to Wisconsin Statute Sec. 66.0627.
- H. DEVELOPER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the DEVELOPER's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the DEVELOPER is legally liable. CITY agrees, to the fullest extent permitted by law, to indemnify and hold the DEVELOPER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CITY's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the CITY is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.
- I. DEVELOPER or its successor or assignee shall be responsible for maintenance of rights-of-way up to the edge of the roadways adjoining the DEVELOPMENT to include grass cutting and any litter removal consistent with the landscaping of the DEVELOPMENT. Failure to maintain this area shall subject the DEVELOPMENT to charges by the CITY. The outlots dedicated to the CITY and the right-of-ways adjacent to these outlots are maintained by the CITY and the DEVELOPER is not responsible for any maintenance to include grass cutting and litter removal.
- J. Building setbacks, height restrictions, and locations of all structures shall be as regulated by the ZONING CODE.
- K. All conditions of approval for the DEVELOPMENT by the Plan Commission and/or Common Council shall be followed.
- L. Except for the specific responsibilities and obligations retained by the DEVELOPMENT hereunder, CITY shall provide to the DEVELOPMENT and its occupants the same governmental services, as are generally provided to other residents, residences, and citizens of the CITY.
- M. Neither the CITY's own inspection nor the CITY's acceptance of DEVELOPER's dedication to the CITY shall be deemed a waiver of the DEVELOPER's obligation to construct the Water, Sanitary, Storm Drainage, and Road Systems according to the approved plans and specifications and other regulatory agencies.

- N. The DEVELOPER, through information assembled by a Registered Land Surveyor, shall provide evidence that all monuments have been set per Wis. Stat. § 236.15, as amended. Only the exterior boundary monuments need be set at the time of the plat recording in the associated phase, with the condition of the CITY deferring placement of the interior monuments pursuant to Wis. Stat. § 236.15(1)(h), as amended, for a reasonable period of time determined by the CITY in order to allow for construction of DEVELOPER improvements that may otherwise interfere with monumentation.
- O. Building permits for new home construction are to be available at the time of substantial completion of the aggregate base course pursuant to section XI.B.4, above.
- P. The DEVELOPER is allowed to have a temporary use on-site real estate sales office located on the PROPERTY pursuant to the provisions of the ZONING CODE.
- Q. The DEVELOPER, at DEVELOPER's expense, may place temporary subdivision and builder marketing signage at the PROPERTY. The DEVELOPER, at DEVELOPER's expense, may place permanent subdivision monument sign(s) on the PROPERTY. All such placements shall be in compliance with the ZONING CODE and the Sheboygan Municipal Code.

### **XIII. SPECIAL CONDITIONS**

- A. Fire or emergency protection services are available to the DEVELOPMENT.
- B. Snow and ice removal from private roadways, drives or parking lots shall not be placed in public roadways or rights-of-way.
- C. DEVELOPER shall be responsible for submitting a Stormwater Management Practice Maintenance Agreement. DEVELOPER shall also be responsible for recording the document, in a form that is acceptable to the CITY, at the Sheboygan County-Register of Deeds so that the Agreement is binding upon all subsequent owners of lands within the DEVELOPMENT. A copy of the recorded document shall be provided to the CITY.
- D. The Stormwater Management BMP's are to be maintained per the approved Stormwater Management Practice Maintenance Agreement referred to above.

*<Signatures appear on next page>*

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date first printed above.

CITY OF SHEBOYGAN

STONEBROOK CROSSING LLC

BY: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

BY: \_\_\_\_\_  
Robert J. Werner  
President

ATTEST: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

SHEBOYGAN WATER UTILITY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Joseph Trueblood  
Director

BY: \_\_\_\_\_  
Charles C. Adams  
City Attorney

This document is authorized by and in accordance with Res. No. \_\_\_\_-20-21.

EXHIBIT A

LEGAL DESCRIPTIONS

DEVELOPMENT

Full Legal Description To Be Completed

FIRST ADDITION

*Lots Fourteen (14) through Ninety-One (91) and Outlots One (1) through Three (3), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin.*

LAND TO BE DEDICATED AS OPEN SPACE FOR PUBLIC USE

*Outlot Three (3), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin*

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Dekker and Sorenson.  
September 8, 2020.

A RESOLUTION authorizing entering into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display.

Public works

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

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

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

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

**AGREEMENT  
BETWEEN  
CITY OF SHEBOYGAN  
AND  
MAKING SPIRITS BRIGHT, INC.  
FOR USE OF EVERGREEN PARK**

THIS AGREEMENT, hereinafter referred to as the "Agreement," is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (the "City"), and Making Spirits Bright, Inc., ("MSB") a Wisconsin non-stock corporation with its principal office at 3034 N. 20<sup>th</sup> Street, Sheboygan, Wisconsin 53081.

RECITALS

(i) For over 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, organizations who address those concerns. The motto of Service Above Self is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.

(ii) The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.

(iii) The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.

(iv) The Sheboygan County Rotary Clubs have established MSB as a non-stock not for profit corporation for the purposes of developing, promoting, organizing, planning and staging the annual event.

(v) The Sheboygan County Rotary Clubs, through MSB, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.

(vi) The City is willing to grant such permission subject to certain terms and conditions.

(vii) The parties recognize and understand that Evergreen Park is also utilized in the wintertime for cross country skiing, and that a system of ski trails has been established for outdoor winter recreation by the public.

(viii) This Agreement is intended to authorize MSB to successfully set up, operate and take down their holiday light display while minimizing to the extent possible, impact upon cross country skiing in the park and the grooming of the ski trail system.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The City agrees to make Evergreen Park available to MSB for its drive-through holiday light display between October 5, 2020 and January 16, 2021<sup>1</sup> and the Quarryview Center available to MSB between November 5, 2020 and December 31, 2020, subject to the following:

- (a) Prior to October 5, 2020, MSB shall remit \$1,500 to the City for the use of Evergreen Park and the Quarryview Center for the 2020-2021 administration of the holiday light display event. If MSB does not remit the payment to the City prior to October 5, 2020, MSB's access to Evergreen Park and the Quarryview Center shall be delayed until the payment is made.
- (b) For the avoidance of doubt, for all future administrations of the holiday light display covered by this Agreement, MSB shall remit payment of \$1,500 per year for the use of Evergreen Park and the Quarryview Center on or before the March 1 preceding the event commencing in that calendar year.

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<sup>1</sup> This time period shall include the setup and removal of all lights and other elements included in the holiday light display.

- (c) MSB shall complete all event forms reasonably requested by the City's Department of Public Works, pursuant to the deadlines set forth.
- (d) MSB shall indemnify, defend, and hold harmless the City from all claims, actions and suits brought against the City on account of any injuries or damages received or sustained by any party or parties by or from the MSB, its employees, agents, or volunteers, arising from the exercise of the rights and privileges granted herein or on account of any act or omission of the MSB or its employees, agents, or volunteers.
- (d) MSB agrees to provide the City with a certificate of insurance illustrating the existence of a commercial general liability insurance policy providing at least \$2,000,000 in coverage, naming the City as an additional insured.
- (e) MSB agrees to reimburse the City for damages to the park and the Quarryview Center caused by or arising as a result of the use of said parks and park facilities under this Agreement.
- (f) MSB agrees to strictly abide by all rules established by the Department of Public Works for its use of the parks.
- (g) MSB shall comply, and shall ensure its volunteers using the park for purposes related to the holiday light display, with all applicable public health guidance in effect at the time of the rental. This includes - but is not limited to - guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).
- (h) MSB shall work with the City Parks Department to provide room for groomed trails as shown on the map attached to this Agreement as **Exhibit A** throughout its use of Evergreen Park.
- (i) MSB shall leave the area identified as Practice Ski Area on **Exhibit B** available for use by cross

country skiers at all times during its occupancy of Evergreen Park.

- (j) MSB shall make best efforts to allow for a 10 foot wide ski trail around the south side of the Area #4 parking lot beginning on January 3 of each year.
- (k) MSB shall have all ski trail areas in Evergreen Park available for grooming by January 17 of each year.
- (l) In recognition of the City's support of MSB, MSB shall recognize the City of Sheboygan as an in-kind donor in any written materials distributed at Making Spirits Bright, including a City logo on the map of Evergreen Park included in the written materials and any other recognition provided to other in-kind donors to MSB.

2. As set forth above, this Agreement shall be for an initial term commencing October 5, 2020 and ending January 16, 2021. It shall automatically renew to allow use of Evergreen Park and Quarryview Center on the following schedule, unless notice is provided by either party to the other no later than May 31 of each year:

**Evergreen Park**

October 5, 2020 through January 16, 2021 at 5:00 p.m.  
October 4, 2021 through January 16, 2022 at 5:00 p.m.  
October 3, 2022 through January 16, 2023 at 5:00 p.m.  
October 2, 2023 through January 16, 2024 at 5:00 p.m.  
October 7, 2024 through January 16, 2025 at 5:00 p.m.  
October 6, 2025 through January 16, 2026 at 5:00 p.m.

**Quarryview Center**

November 5, 2020 through December 31, 2020  
November 4, 2021 through December 31, 2021  
November 3, 2022 through December 31, 2022  
November 2, 2023 through December 31, 2023  
November 7, 2024 through December 31, 2024  
November 6, 2025 through December 31, 2025

In no event shall this Agreement be automatically renewed beyond January 16, 2026. The Director of Public Works may, subject to

the availability of Evergreen Park, allow MSB to start on an earlier date than that specified in this Section. If the Director of Public Works allows MSB to start on an earlier date, no additional payment shall be required by MSB.

3. Termination.

In the event that MSB breaches its obligations under this Agreement, the Director of Public Works may provide a Notice of Intent to Terminate to:

Kenneth R. King  
730 S. 8th Street, Unit 506  
Sheboygan, WI 53082

Such Notice of Intent to Terminate shall become effective upon ratification by the Common Council of the City.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MAKING SPIRITS BRIGHT, INC.

CITY OF SHEBOYGAN

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

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

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

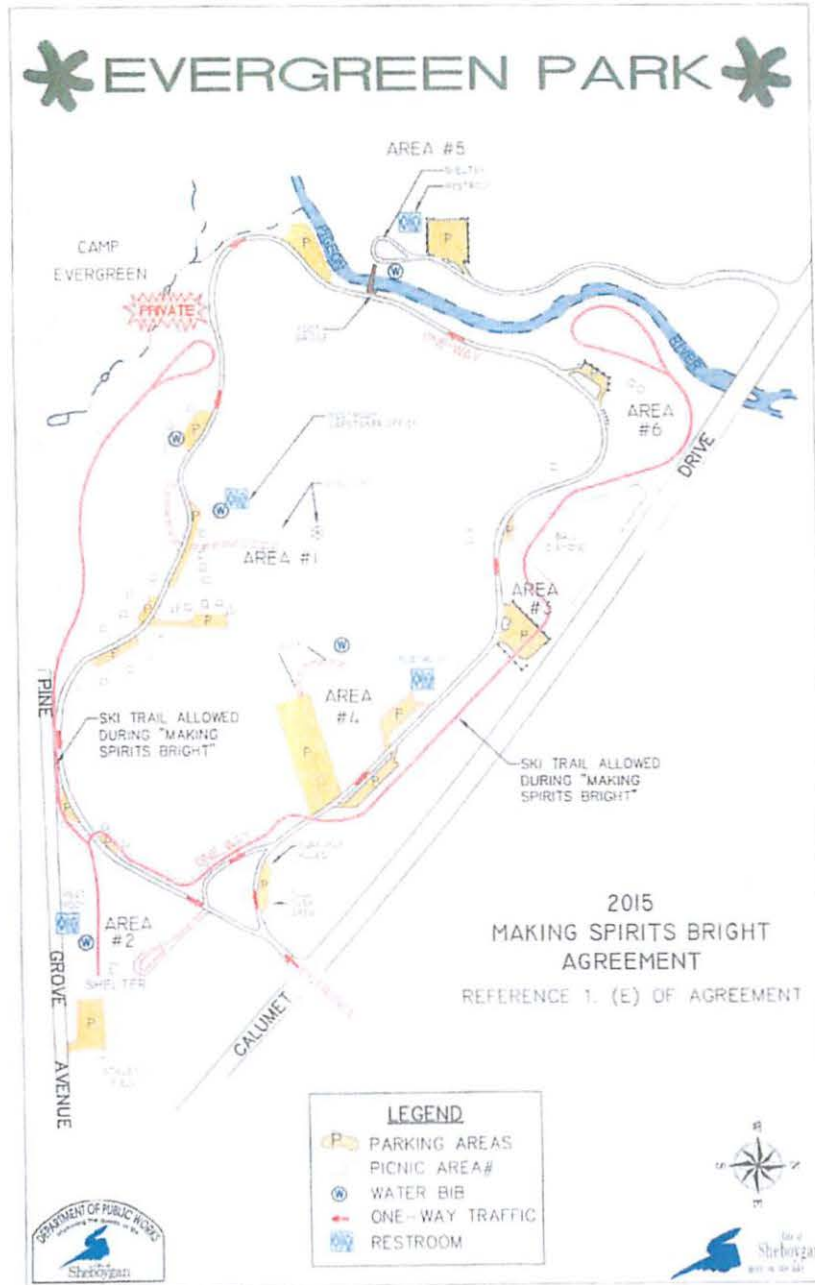
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Meredith DeBruin  
City Clerk

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

EXHIBIT A





III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Dekker and Sorenson.  
September 8, 2020.

A RESOLUTION authorizing the appropriate City officials to extend the existing contract with Kiel Sand & Gravel, Inc. for the transportation and disposition of Class A biosolids from the Wastewater Treatment Plant.

WHEREAS, in 2018, the City entered into an agreement with Kiel Sand & Gravel, Inc. ("Kiel Sand & Gravel") for the transportation and disposition of Class A biosolids from the Wastewater Treatment Plant; and

WHEREAS, the original agreement with Kiel Sand & Gravel is set to expire at the end of 2020; and

WHEREAS, it is in the best interest of the City to extend its relationship with Kiel Sand & Gravel under the terms set forth in the attached Extension.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Extension with Kiel Sand & Gravel.

Public Works

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

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

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

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

EXTENSION OF  
CONTRACT REGARDING TRANSPORTATION AND DISPOSITION OF CLASS A  
BIOSOLIDS

In March 2018, the City of Sheboygan (the “City”) and Kiel Sand & Gravel, Inc. (“Contractor”) entered into a Contract for “transportation and disposition of Bio solids having a designation of Class A by the Wisconsin Department of Natural Resources” (the “Contract”). This Extension extends the Contract as described below.

Section 1. Background

In 2018, the City issued a Request for Proposals for Transport and Disposition of Dried Biosolids (Bid # 1941-18). The Request for Proposals indicated the City would entertain proposals for up to a three year initial agreement, and that the City reserved the right to extend the relationship at its discretion, pending mutual agreement and acceptance between the parties.

Contractor was the selected vendor of the necessary transport and disposition services and, in March 2018, the City and Contractor entered into the Contract. The initial term of the Contract is calendar years 2018, 2019, and 2020.

The City desires, and Contractor agrees, to extend this contractual relationship as set forth in this Extension.

Section 2. Term

This Extension shall be for calendar years 2021, 2022, and 2023 (“Initial Extension Term”). This Extension shall automatically renew for seven subsequent one year terms (covering calendar years 2024, 2025, 2026, 2027, 2028, 2029, and 2030) (“Subsequent One Year Terms”) on the same terms as the Initial Extension Term, unless either party provides written notice to the other party at least 270 days before the start of a Subsequent One Year Term.

In the event that Contractor defaults in its obligations under the Contract and this Extension, the City may provide written notice to Contractor of its default which sets forth a reasonable amount of time to cure the default. If Contractor fails to remedy the default within that time period, the City may terminate the Extension and seek damages incurred as a result of Contractor’s default.

Section 3. Price

The City shall not be charged for the removal and disposition of the products. Instead, Contractor agrees to reimburse the City for the product as follows: During the Initial Extension Term and each Subsequent One Year Term, Contractor shall remove from the City's premises all Dried Bio solids having a designation of "Class A", less any product retained by the City for its own use (which shall not exceed 50 tons per year), and shall reimburse the City at a rate of \$5.00 per ton.

Section 4. Written Notice

Written notice required under this Extension shall be provided to:

*City:*

City Clerk  
828 Center Ave.  
Sheboygan, WI 53081

*Contractor:*

Mark Teunissen  
Kiel Sand & Gravel, Inc.  
21434 State Road 57  
Kiel, Wisconsin 53042

Section 5. Other Terms

Except as set forth in this Extension, the terms and conditions in the Contract remain in full force and effect.

IN WITNESS WHEREOF, this Extension is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SHEBOYGAN

KIEL SAND AND GRAVEL, INC.

By: \_\_\_\_\_  
Michael J. Vandersteen, Mayor

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

Attest: \_\_\_\_\_  
Meredith DeBruin, City Clerk

Attest: \_\_\_\_\_

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

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

This Document is authorized by and in accordance with Res. No. \_\_\_\_\_.

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 8, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 48-20-21 by City Clerk submitting various license applications; recommends the following:

Sidewalk Café Application No. 3056 (House Divided) be filed as it was withdrawn by the applicant.

Permanent Change of Premise for Application No. 3056 (House Divided) be amended to a temporary change of premise, putting tables and chairs next to the building for a period of 12 consecutive days no earlier than September 9, 2020.

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

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

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

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 48 - 20 - 21. By CITY CLERK. August 12, 2020.

Submitting license applications for the period ending April 14, 2020.

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

SIDEWALK CAFÉ (August 14, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	House Divided	840 Wilson Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1089	Daves Whos Inn	835 Indiana Avenue - One day event to be held 8/29/20 to include current premises description and east and south parking lot.
3056	House Divided	840 Wilson Avenue - permanent change to include sidewalk café in current premises description.

LH/PS  
8.12.20 grant #1089  
hold #3056

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
September 8, 2020.

Your Committee to whom was referred Res. No. 74-20-21 by Alderpersons Donohue and Bohren authorizing City officials to execute the updated Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court; 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. 74 - 20 - 21. By Alderpersons Donohue and Bohren.  
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the updated Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

WHEREAS, the Village of Kohler Board approved this updated Agreement at its meeting on July 20, 2020; and

WHEREAS, this updated Agreement replaces the previous Agreement dated December 19, 2005 and Amendment No. 1 to that Agreement dated May 14, 2012.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the updated Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court, a copy of which is attached hereto.

*By Lynne Bohren*

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

F&P  
adopt.

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

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

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN  
AND THE VILLAGE OF KOHLER FOR  
THE OPERATION OF A JOINT MUNICIPAL COURT**

**THIS AGREEMENT** is made and entered this \_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Sheboygan, a Wisconsin municipal corporation (hereinafter the “City”), maintaining its municipal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler, a Wisconsin municipal corporation (hereinafter the “Village”), maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044.

**WITNESSETH:**

**WHEREAS**, Wisconsin Statute § 755.01(1) provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

**WHEREAS**, Wisconsin Statute § 755.01(4) provides that two or more cities, villages or towns may enter into an agreement under Wisconsin Statute § 66.0301 for the joint exercise of the power granted under Wisconsin Statute § 755.01(1), after enactment of identical ordinances by each participating municipality; and

**WHEREAS**, the City and the Village have enacted identical ordinances thereby creating and establishing a municipal court to serve the Village of Kohler and the City of Sheboygan; and

**WHEREAS**, the City and the Village, have expressed willingness to enter into an Agreement for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Wisconsin Statute § 66.0301.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits to be derived by each municipality from the joint operation of a municipal court, the City and the Village hereby contract and agree as follows:

1. **General**. The joint municipal court shall be organized and shall operate pursuant to Chapter 755 of the Wisconsin Statutes, the ordinances enacted by the parties hereto and the terms of this Agreement. In the event of conflicts, the provisions of Wisconsin Statutes shall prevail.

2. **Name**. The name of the court shall be “The Sheboygan Area Municipal Court.”

3. **Lead Agency**. The City of Sheboygan shall act as the lead agency for purposes of administering the operations of the court. As such, any employees of the court, including the judge, shall be City of Sheboygan employees.

4. **Costs.** The City and the Village agree to share in the costs of administering the operation of the Court as follows:

- (a) **Court Costs.** The local share of the court costs required to be collected pursuant to Wisconsin Statute § 814.65(1), shall be retained by the City to be applied to the operating expenses of the court or disbursed as provided by this Agreement.
- (b) **Court Operating Expenses.** The Village shall each pay a flat annual fee of five-thousand dollars (\$5,000.00) towards the costs of operating and administering the court. Payment shall be made within 30 days of billing. The annual fee may be adjusted by agreement of each of the municipalities on an annual basis during the first two years of the contract, and every three years thereafter. Said adjustment shall be based upon a review of the following data, which shall be tracked by the City: the annual gross operating expense, the annual number of citations issued by each municipality, the annual number of trials held on matters related to citations issued by each municipality, and the percentage of forfeitures and costs collected by the court on citations issued by each municipality in a given year. Any party may initiate review by making a request to the other parties in writing.
- (c) **Capital Expenditures and Start-Up Expenses.** The cost of capital expenditures for such items as office furniture and equipment, software and court recording equipment, etc., necessary to begin operations, incurred prior to or after the effective date of this Agreement, shall be shared as follows: City 90%/Village 10%.
- (d) Costs of operating or administering the court shall include, but not be limited to: compensation and fringe benefits paid to the municipal judge, court clerk and other court-related personnel (except prosecuting attorney), offices supplies, public notices, costs, judgments or damages incurred arising out of claims or causes of action accruing by reason of operation of the municipal court and other incidental expenses related to the operation of the court. Expenses for non-court municipal personnel, such as police officers, code enforcement personnel, or prosecutors, required to attend trials and hearings, and all costs associated with service of process in cases initiated by each municipality, shall be paid by the respective municipality and shall not be considered part of the gross operating expense for the court.
- (e) All forfeitures resulting from citations issued by the Village and processed by the court shall be paid to the City. At least monthly, the City shall disburse to the Village all forfeitures collected for which judgment was entered and other monies collected for taxable costs under Wisconsin Statute Chapter 814 actually paid by the Village and ordered reimbursed as part of the judgment or sentence, resulting from citations issued by the

Village less such monies as are retained pursuant to paragraph (a) above and paragraph (f) below. At that time, the City shall report to the Village or the Town the title of the action, the offense for which the forfeitures were imposed, and the total amount of the judgment, including forfeitures, assessments and costs.

- (f) Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgments entered by the court and disbursed as required by statute.

5. **Term, Termination and Amendment.** This Agreement shall remain in effect for an initial period coinciding with the term of the current elected Municipal Judge, and shall automatically renew thereafter, on the same terms, for successive four-year periods, coinciding with the term of office for the Municipal Judge, unless either party requests a review of the substantive terms of this Agreement within eight months prior to the end of the term and the parties agree to amend the terms.

Any amendment or modification must be in writing, approved and executed by each municipality.

6. **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the Agreement.

7. **Entire Agreement.** This written Agreement, and written amendments, together with the identical Ordinances enacted by the Village and the City, creating and establishing the joint municipal court, shall constitute the entire agreement between the the Village, and the City on the subject matter hereof.

8. **Effective Date.** This Agreement shall become effective on the day following execution.

This document consists of four (4) typewritten pages including the following signature page.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement in duplicate as of the date first written above.

**VILLAGE OF KOHLER**

**CITY OF SHEBOYGAN**

**BY:** \_\_\_\_\_  
Thomas Leonhardt, President

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Laurie A. Lindow, Clerk/Treasurer

\_\_\_\_\_  
Meredith DeBruin, City Clerk

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN  
AND THE VILLAGE OF KOHLER FOR  
THE OPERATION OF A JOINT MUNICIPAL COURT**

**THIS AGREEMENT** is made and entered this 24<sup>th</sup> day of September, 2020, by and between the City of Sheboygan, a Wisconsin municipal corporation (hereinafter the "City"), maintaining its municipal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler, a Wisconsin municipal corporation (hereinafter the "Village"), maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044.

**W I T N E S S E T H:**

**WHEREAS**, Wisconsin Statute § 755.01(1) provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

**WHEREAS**, Wisconsin Statute § 755.01(4) provides that two or more cities, villages or towns may enter into an agreement under Wisconsin Statute § 66.0301 for the joint exercise of the power granted under Wisconsin Statute § 755.01(1), after enactment of identical ordinances by each participating municipality; and

**WHEREAS**, the City and the Village have enacted identical ordinances thereby creating and establishing a municipal court to serve the Village of Kohler and the City of Sheboygan; and

**WHEREAS**, the City and the Village, have expressed willingness to enter into an Agreement for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Wisconsin Statute § 66.0301.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits to be derived by each municipality from the joint operation of a municipal court, the City and the Village hereby contract and agree as follows:

1. **General.** The joint municipal court shall be organized and shall operate pursuant to Chapter 755 of the Wisconsin Statutes, the ordinances enacted by the parties hereto and the terms of this Agreement. In the event of conflicts, the provisions of Wisconsin Statutes shall prevail.

2. **Name.** The name of the court shall be "The Sheboygan Area Municipal Court."

3. **Lead Agency.** The City of Sheboygan shall act as the lead agency for purposes of administering the operations of the court. As such, any employees of the court, including the judge, shall be City of Sheboygan employees.

4. **Costs.** The City and the Village agree to share in the costs of administering the operation of the Court as follows:

- (a) **Court Costs.** The local share of the court costs required to be collected pursuant to Wisconsin Statute § 814.65(1), shall be retained by the City to be applied to the operating expenses of the court or disbursed as provided by this Agreement.
- (b) **Court Operating Expenses.** The Village shall each pay a flat annual fee of five-thousand dollars (\$5,000.00) towards the costs of operating and administering the court. Payment shall be made within 30 days of billing. The annual fee may be adjusted by agreement of each of the municipalities on an annual basis during the first two years of the contract, and every three years thereafter. Said adjustment shall be based upon a review of the following data, which shall be tracked by the City: the annual gross operating expense, the annual number of citations issued by each municipality, the annual number of trials held on matters related to citations issued by each municipality, and the percentage of forfeitures and costs collected by the court on citations issued by each municipality in a given year. Any party may initiate review by making a request to the other parties in writing.
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- (e) All forfeitures resulting from citations issued by the Village and processed by the court shall be paid to the City. At least monthly, the City shall disburse to the Village all forfeitures collected for which judgment was entered and other monies collected for taxable costs under Wisconsin Statute Chapter 814 actually paid by the Village and ordered reimbursed as part of the judgment or sentence, resulting from citations issued by the

Village less such monies as are retained pursuant to paragraph (a) above and paragraph (f) below. At that time, the City shall report to the Village or the Town the title of the action, the offense for which the forfeitures were imposed, and the total amount of the judgment, including forfeitures, assessments and costs.

- (f) Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgments entered by the court and disbursed as required by statute.

5. **Term, Termination and Amendment.** This Agreement shall remain in effect for an initial period coinciding with the term of the current elected Municipal Judge, and shall automatically renew thereafter, on the same terms, for successive four-year periods, coinciding with the term of office for the Municipal Judge, unless either party requests a review of the substantive terms of this Agreement within eight months prior to the end of the term and the parties agree to amend the terms.

Any amendment or modification must be in writing, approved and executed by each municipality.

6. **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the Agreement.

7. **Entire Agreement.** This written Agreement, and written amendments, together with the identical Ordinances enacted by the Village and the City, creating and establishing the joint municipal court, shall constitute the entire agreement between the the Village, and the City on the subject matter hereof.


8. **Effective Date.** This Agreement shall become effective on the day following execution.


This document consists of four (4) typewritten pages including the following signature page.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement in duplicate as of the date first written above.

**VILLAGE OF KOHLER**

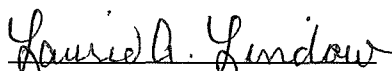
**CITY OF SHEBOYGAN**


BY:   
Thomas R. Schnettler, President

BY:   
Michael J. Vandersteen, Mayor

**ATTEST:**

**ATTEST:**

  
Laurie A. Lindow, Clerk/Treasurer

  
Meredith DeBruin, City Clerk

*A*  
Gen. Ord. No.       - 20 - 21. By Alderpersons Sorenson and Bohren.  
September 8, 2020.

AN ORDINANCE annexing territory from the Town of Sheboygan to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with § 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 19th day of August, 2020, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of the Northwest  $\frac{1}{4}$  of said Section 33; thence North  $89^{\circ}-33'-20''$  East along the North line of said Northwest  $\frac{1}{4}$ , a distance of 1860.09 feet to a North corner of Lot 1 of Certified Survey Map recorded in the Sheboygan County Register of Deeds office in Volume 29 on Page 162 as Document No. 2081563; thence South  $00^{\circ}-22'-36''$  West along an East line of said Lot 1, a distance of 33.00 feet to the Southerly right-of-way line of Union Avenue, said point being the point of beginning; thence continuing South  $00^{\circ}-22'-36''$  West along said East line, a distance of 148.21 feet; thence North  $27^{\circ}-14'-06''$  West, a distance of 53.51 feet; thence North  $00^{\circ}-28'-47''$  West, a distance of 100.43 feet to the Southerly right-of-way line of Union Avenue; thence North  $89^{\circ}-33'-20''$  East along said Southerly right-of-way line, a distance of 26.30 feet to the point of beginning.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

*City Plan*

Section 3. In accordance with § 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. The petitioner of the annexation agrees for the next five (5) years to pay annually to the City of Sheboygan an amount equal to the property taxes that the Town of Sheboygan levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. Said sum shall be in addition to City taxes levied on the parcel.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. 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 establishing the Use District Classification of said lands Suburban Office (SO).

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 31st Ward, 9th Aldermanic District, of the City of Sheboygan, pending approval by the Sheboygan County Board as it relates to County Supervisory Districts.

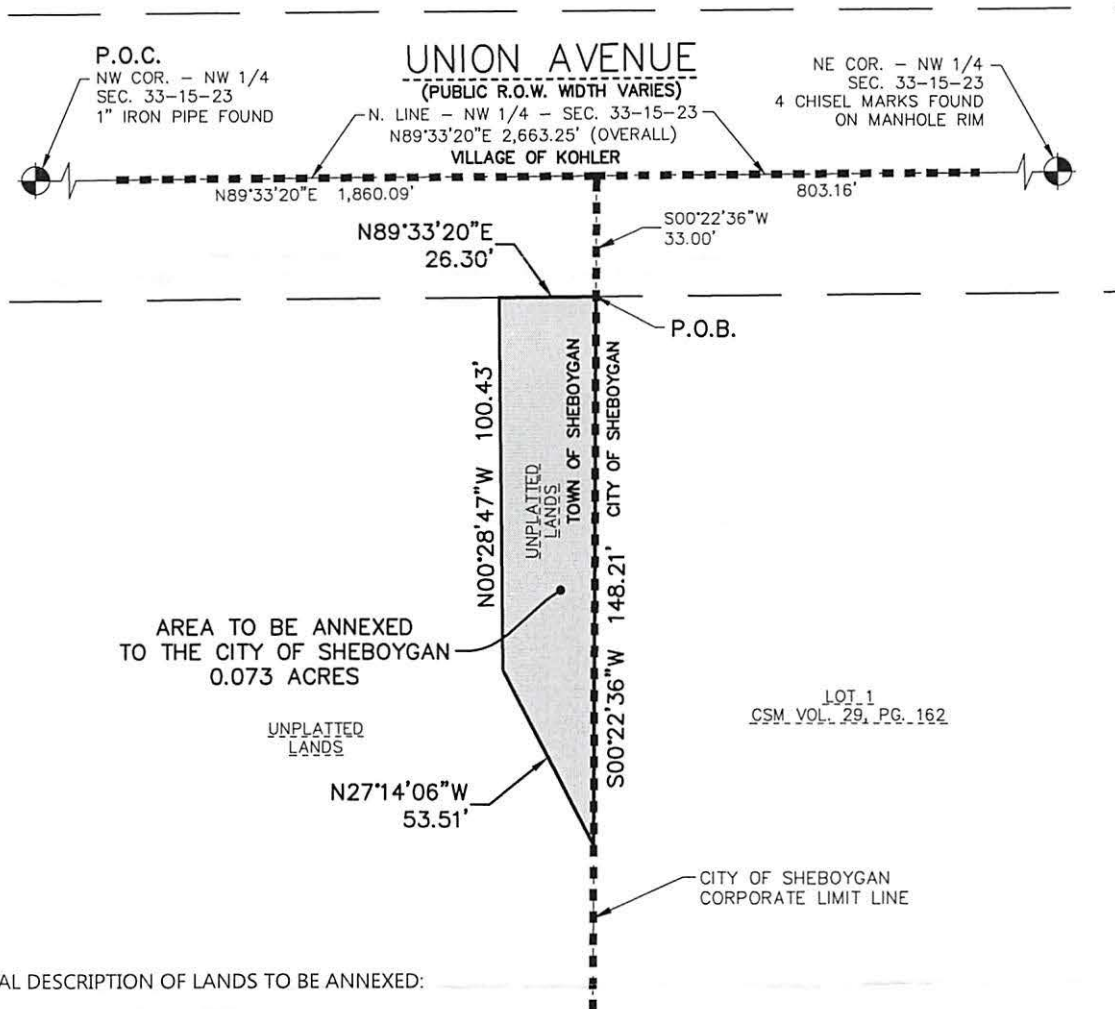
Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect upon passage and publication as provided by law.

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

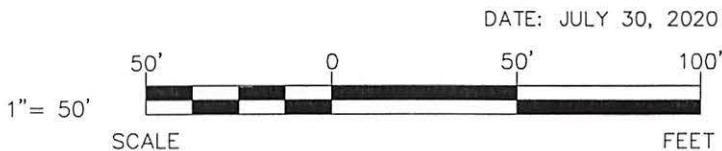
# ANNEXATION EXHIBIT



**LEGAL DESCRIPTION OF LANDS TO BE ANNEXED:**

Part of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 33; thence North 89°-33'-20" East along the North line of said Northwest 1/4, a distance of 1,860.09 feet to a North corner of Lot 1 of Certified Survey Map recorded in the Sheboygan County Register of Deeds office in Volume 29 on Page 162 as Document No. 2081563; thence South 00°-22'-36" West along an East line of said Lot 1, a distance of 33.00 feet to the Southerly right-of-way line of Union Avenue, said point being the point of beginning; thence continuing South 00°-22'-36" West along said East line, a distance of 148.21 feet; thence North 27°-14'-06" West, a distance of 53.51 feet; thence North 00°-28'-47" West, a distance of 100.43 feet to the Southerly right-of-way line of Union Avenue; thence North 89°-33'-20" East along said Southerly right-of-way line, a distance of 26.30 feet to the point of beginning.



**EXCEL**  
ENGINEERING Inc.  
SURVEYING GROUP  
PROJECT NO. 2040280

Always a Better Plan  
100 CAMELOT DRIVE  
FOND DU LAC, WI 54935  
PHONE: (920) 926-9800  
FAX: (920) 926-9801

~~X~~

Gen. Ord. No.        - 20 - 21. By Alderpersons Dekker and Sorenson.  
September 8, 2020.

AN ORDINANCE amending Section 2-397(c)(1) regarding the duties and powers of the director of public works.

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

Section 1. Section 2-397(c)(1) of the Municipal Code entitled "Director" is hereby amended to read as follows:

"Sec. 2-397. *Director*

. . .

(c) *Duties and powers.*

(1) The director of public works shall perform the duties and shall have the authority and powers prescribed by the council and prescribed by state statute for the board of public works.

. . ."

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.

Public Works

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

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

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

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

I

Gen. Ord. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Dekker and Sorenson.  
September 8, 2020.

AN ORDINANCE amending Section 134-178 of the Municipal Code to more clearly identify the 8<sup>th</sup> Street Boat Launch.

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

Section 1. Section 134-178 of the Municipal Code entitled, "Launching sites," is hereby amended to read as follows:

"Sec. 134-178. *Launching sites.*

The sites included in this article are located at Deland Park parking lot, 8<sup>th</sup> Street Launch (at the intersection of S. 8<sup>th</sup> Street and Riverfront Drive), and the 1300 block of Niagara Avenue, which is the Old Tool House site."

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.

Public works

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

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

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

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

II

Other Matters

R. O. No. 666 - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2022.

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3327	Annis, Jordan T.	512 Wisconsin Avenue Apt. 4
2530	Becker, Julie A.	W3498 Cty Rd FF, Plymouth
3324	Bruha-Brusse, Rebecca A.	2143 E Shady Lane, Neenah
0442	Cassady, Cara	2110 N. 10 <sup>th</sup> Street
3319	Cherry, Joshua W.	1025 Fairview Dr. Apt.5, Plymouth
3337	Galvez, Molly	1015 Bell Avenue
2814	Harris, Mariah H.	729 N. 7 <sup>th</sup> Street, Manitowoc
2441	Hattleli, Alexandra N.	1507 S. 8 <sup>th</sup> Street
3344	Jupp, Daniel M.	2201 Erie Avenue Apt. C211
3333	Lane, Crystal C.	624A Georgia Avenue
9507	Lohse, April O A	3009 N. 25 <sup>th</sup> Street
4193	Lorenz, Brenda K.	117 Kay Avenue, Sheboygan Falls
3339	Marchi, Celeste	1721 Stahl Road
3330	Moilanen, Brett W.	3809 Heather Valley Rd #106
3328	Newton, Marcus A.	1013 Saint Clair
2546	Puchalla, Alexis	15007 County Road XX, Kiel
3334	Rowan, Tucker J.	624A Georgia Avenue
5572	Steindl, Jennifer L.	1818 N. 12 <sup>th</sup> Street
3342	Williams, Madhury L.	1227 S. 21 <sup>st</sup> Street Apt. A
3325	Yurk, Audreyanna K.	10323 Steinthal Road, Kiel

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3136	Franks Place	3023 N. 15 <sup>th</sup> Street - One day event to be held October 4, 2020 to include the grassy area between the bar and garage to the property line on the south and the grass to the east line by the back of the garage, in addition to the current premises description.

3056 House Divided

840 Wilson Avenue - Twelve day event to be held September 23<sup>rd</sup>-October 4<sup>th</sup>, 2020 to include south and east side of building in front south lot and east sidewalk next to building in addition to current premises description.

1252 Petek's Tavern

2702 S. 8<sup>th</sup> Street - One day event October 3, 2020 to include south and west area of bar in addition to current premises description.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3326	Ruehr, William R.	1007 School Avenue #11
3329	Xiong, Megao	1718 N. 27 <sup>th</sup> Place