

*****ATTACHMENTS*****

II

3.4

R. O. No. 125 - 20 - 21. By CITY ATTORNEY. January 18, 2021.

Submitting a recommendation that the City of Sheboygan continue to use Quarles and Brady as bond counsel.

In October 2020, the City Attorney's Office issued a request for proposals seeking "proposals from a nationally recognized bond counsel to provide expert legal advice and opinions regarding the issuance and sale of notes and bonds." This request for proposals was issued, in part, as a result of the feedback the Council provided in 2020 during consideration of resolutions to retain Quarles and Brady as the City's bond counsel.

The City Attorney's office actively sought out qualified providers of bond counsel services, providing the request for proposals to every law firm (including those located outside of Wisconsin) where at least one attorney was licensed to practice law in the State of Wisconsin and was a member of the National Association of Bond Lawyers.

In all, seven law firms responded to the request for proposals. Staff interviewed six of the responding law firms.

After reviewing the responses and conducting the interviews, the City Attorney's Office recommends that the City continue to use Quarles and Brady as the City's bond counsel. The City Attorney's Office is pleased to report that during this request for proposals process, Quarles and Brady has agreed to make revisions to its engagement letter to more clearly reflect that the City (rather than the bond transaction) is Quarles and Brady's client. The City Attorney's Office anticipates this revised engagement letter coming before the Council as part of the City's annual borrowing program.

City Attorney

F&P

III

4.1

Res. No. 153 - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

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

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$5,140,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2021 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

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

Section 1. The Notes. The City shall issue its General Obligation Promissory Notes, Series 2021A (the "Notes") in an amount of approximately \$5,140,000 for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes 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 Notes 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.

FAP

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.

By Lynne Nowak

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

Dated _____, 20____. _____, City Clerk

Approved _____, 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 153-20-21 by Alderpersons Donohue and Bohren. A resolution providing for the sale of approximately \$5,140,000 General Obligation Promissory Notes, series 2021A.

REPORT PREPARED BY: Todd Wolf, City Administrator

REPORT DATE: 2-1-2021

MEETING DATE: 2-13-2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan is presently in need of approximately \$5,140,000 for the public purpose of refunding outstanding obligations of the City, to wit: the callable maturities of its General Obligation Corporate Purpose Notes, Series 2021A dated April 1, 2021.

STAFF COMMENTS:

The City of Sheboygan completes an annual review with its consultant, Wisconsin Public Finance Professionals, LLC, in relation to borrowing needs for capital projects and TIDs. These discussions also include review of existing debt and in some instances, it is advisable for the City to call early some existing debt. The review looks at the savings opportunities related to interest rate and amount along with the structure of the new debt in relation to the City's annual debt service.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 153-20-21 by Alderpersons Donohue and Bohren authorizing the City to issue sale of approximately \$5,140,000 General Obligation Refunding Notes, Series 2021A.

ATTACHMENTS:

- I. Res. No. 153-20-21
- II. Presentation slides from Wisconsin Public Finance Professionals, LLC.

II

3.4

R. O. No. 95 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a Summons and Complaint in the matter of QaShontae Hosomla Short vs. Sheboygan Police Department.

FHP

CITY CLERK

OCT 26 '20 PM 1:55

CLERK CIRCUIT COURT

'20 OCT 23 P3:24

SHEBOYGAN COUNTY WISCONSIN

Hon. Angela W. Sutkiewicz

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

The plaintiff is the person bringing the law suit.

Plaintiff: Qashontae Hosoma Short

Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

P.O. BOX 3814 Address

Flint MI 48503 City State Zip

See attached for additional plaintiffs.

-vs-

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

If this is an Amended Complaint, check the box. Enter the case number given you by the Clerk.

To: Defendant(s): Sheboygan Police Department

315 N. 23rd St. Address

Sheboygan WI 53081 City State Zip

See attached for additional defendants.

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

For more than two defendants, check the "additional defendants" box and attach another sheet with their names and addresses.

Summons and Complaint (Small Claims) Case No. 20SC1383

- Claim for money (\$10,000 or less) 31001
Tort/Personal Injury (\$5,000 or less) 31010
Return of property (replevin) 31003
Eviction 31004
Eviction due to foreclosure 31002
Arbitration award 31006
Return of earnest money 31008

On the far right: Check one of the boxes to show what type of small claims case you are filing.

Note: The clerk will provide the phone number for the disability box.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

Do not check either of these boxes.

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

To the Defendant(s):

You are being sued as described on the attached complaint. If you wish to dispute this matter:

- You must appear at the time and place stated.
You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer

Date NOV 16 2020 Time 08:30 AM

Place to Appear/File an Answer

SHEBOYGAN COUNTY COURTHOUSE B-10 Lower Level 615 North 6 Street Sheboygan, WI 53081

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.

Clerk/Attorney Signature Melody George

Date Summons Issued OCT 23 2020

Date Summons Mailed

COMPLAINT 20SC1383

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

Check the box for the type of small claims case you have filed.

See Basic Guide to Wisconsin Small Claims Actions (SC-6000V).

Briefly explain the facts and why the court should award you what you are asking for.

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

If you need more room, check this box and attach additional sheets.

Check if you are the plaintiff or the attorney.

1. Plaintiff demands judgment for: (Check as appropriate)
 - Claim for Money \$ \$5,000.00 *error of* \$5,000.00
 - Tort/Personal Injury \$ \$10,000.00
 - Return of property (replevin) (Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)
 - Eviction
 - Eviction due to foreclosure
 - Return of Earnest Money
 - Confirmation, vacation, modification or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

Invasion of privacy

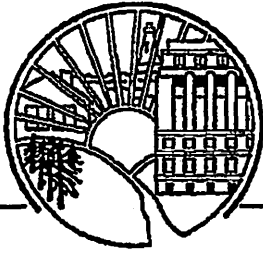
See attached for additional information. Provide copy of attachments for court and defendant(s).

I am the plaintiff.
 attorney for the plaintiff.

CLERK CIRCUIT COURT
 20 OCT 23 P 3:35
 SHERBOGAN COUNTY
 WISCONSIN

Enter your or your attorney's name and date.	<u>Dashontae H shorts</u> Plaintiff	<u>Prose</u> Attorney's Signature
Print or type your name.	Name Printed or Typed	Attorney's Name Printed or Typed
Enter your or your attorney's phone number.	<u>P.O. Box 3814, Flint MI 48503</u> Address	Attorney's Address
An attorney must enter his or her State Bar Number, law firm and address.	Email Address <u>Dashontae5@yahoo.com</u>	Attorney's Email Address
	Telephone Number <u>(810) 610-2691</u>	Telephone Number
	Date <u>10-22-2020</u>	Date
		State Bar No (if any)

COPIES: For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.



SHEBOYGAN COUNTY

Susan M. Schaubel

Sheboygan County Assistant Court Commissioner

To all litigants,

By order of the Circuit Court Judges, effective March 18, 2020, no personal appearances on small claims cases filed or pending in Sheboygan County will be allowed. This order is in effect indefinitely.

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING!

If you have a scheduled **INITIAL APPEARANCE** scheduled for March 23, 2020 or after and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.
- You are a **DEFENDANT**, you may answer one of two ways:
 - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.
 - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case. This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be returned. You must leave your name, address, telephone number and case number. Please state ONLY that you are entering a denial. DO NOT give the reasons for your denial. If this is an EVICTION action, you must file a written, detailed answer with the Clerk of Courts within 3 days after your scheduled initial appearance and mail a copy to the plaintiff. If this is a MONETARY ACTION ONLY, you should file a written detailed answer with the Clerk of Courts within 10 days of your scheduled initial appearance date.**

The Small Claims Initial Appearance answer line phone number is (920) 459-3073.

You must keep your address and telephone number updated with the Clerk of Courts at all times. If you have cases other than a small claims matter, you must tell the clerk about all of them so that changes can be made to each file.

All small claims pretrials will be held by telephone conference only. A date will be mailed to you. The phone number to call will be listed on the order sent.

Eviction hearings will continue to be scheduled before the circuit court. Notice will be sent to the parties informing them of the date and time of their appearance.

All fact finding hearings other than eviction hearings have been **CANCELLED**. Hearings will be rescheduled after May 15, 2020 or by further order of the court.

Any questions should be directed to the Clerk of Courts office at (920) 459-3070.

We know that these are anxious and frustrating times for everyone and we deeply appreciate your cooperation in these matters.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. Schaibel".

Susan M Schaubel
Assistant Court Commissioner

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): _____
Enter the Plaintiff's address.	First name Middle name Last name _____
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address _____ Address _____
Enter the case number from the summons and complaint.	City State Zip <input type="checkbox"/> See attached for additional plaintiffs.
Enter your name. You are the Defendant.	-VS- Defendant(s): _____
Enter your address.	First name Middle name Last name _____
If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Address _____ Address _____
	City State Zip <input type="checkbox"/> See attached for additional defendants.

**Answer and Counterclaim
(Small Claims)**

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	<input type="checkbox"/> 1. This matter IS NOT contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law. -OR-
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	<input type="checkbox"/> 2. This matter IS contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: <input type="checkbox"/> See attached for additional information.
Check the box if you need more room and attach any additional pages.	_____ _____
See <u>Pre-Judgment: Basic Steps to Small Claims Service</u> (SC-6050V).	

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.

I/We do not have a counterclaim/demand against the plaintiff(s).

Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.

I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain why the court should award you what you are asking for.

If you are seeking to recover damages of more than \$5,000 for your tort or personal injury counterclaim, or more than \$10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim (SC-5250V)* to the plaintiff(s) on the same day the counterclaim is filed.

NOTE: Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.

Follow local rules for filing and serving.

Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.

If an attorney is completing this form, enter your information.

Defendant's Signature _____	Attorney's Signature _____
Name Printed or Typed	Name Printed or Typed
Address	Law Firm and Address
Email Address	Email Address Telephone Number
Telephone Number Date	Date State Bar No. (if any)

II

3.3

R. O. No. 132 - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a Summons and Complaint in the matter of Roswitha T. Both vs. City Plan Commission of the City of Sheboygan.

CITY CLERK

F&P

FILED

JAN 14 2021 10:14
Sheboygan County

Clerk of Circuit Court
2021CV000015
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

For Official Use

ROSWITHA T. BOTH,
W233 N3044A Oakmont Court
Pewaukee, WI 53072,

Plaintiff,

SUMMONS

vs.

Case Class: Complaint for Writ of Certiorari

Case No.

Case Code: 30955

CITY PLAN COMMISSION
OF THE CITY OF SHEBOYGAN,
City Hall
828 Center Avenue, Suite 208
Sheboygan, WI 53081,

Defendant.

Original Process Served
Sheboygan, WI 53083
City Plan Commission
828 Center Avenue, Suite 208
Sheboygan, WI 53081
Melissa Cleverger
Deputy Clerk
1-21-21 10:05 AM
May J. Hill

To: Defendant:
CITY PLAN COMMISSION
OF THE CITY OF SHEBOYGAN,
City Hall
828 Center Avenue, Suite 208
Sheboygan, WI 53081,

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

Within 20 days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: 615 N 6th St, Sheboygan, WI 53081,

and to Plaintiff's Attorney, whose address is below. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you according to the demands of the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 14th day of January, 2021.

Electronically signed by
Kathleen Henry
WI State Bar No. 1118591
Dairyland Public Interest Law
PO Box 352
Madison, WI 53701
(608) 213-6857
khenry@dairylandpublicinterestlaw.com

Attorney for Plaintiff

FILED
01-14-2021
Sheboygan County
Clerk of Circuit Court
For ~~2021CV000015~~
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

ROSWITHA T. BOTH,
W233 N3044A Oakmont Court
Pewaukee, WI 53072,

Plaintiff,

vs.

Case No.
Case Code: 30955

CITY PLAN COMMISSION
OF THE CITY OF SHEBOYGAN,
City Hall
828 Center Avenue, Suite 208
Sheboygan, WI 53081,

Defendant.

COMPLAINT FOR WRIT OF CERTIORARI

Comes now Roswitha T. Both, and for her Complaint states as follows.

PARTIES

1. Plaintiff Roswitha T. Both ("Both") resides at W233 N3044A Oakmont Court, Pewaukee, WI 53072.
2. Both is a birdwatcher and enjoys birdwatching as well as recreating in Kohler-Andrae State Park.
3. Both is involved with an environmental organization that focuses on the Black River and Lake Michigan in Sheboygan, and seeks to preserve them from further environmental degradation.
4. Both spends a significant amount of volunteer time working on the preservation of the environment and on fighting climate change.

5. If the Project is built, Both believes that climate-change causing pollutants will increase due to the loss of heavily forested old-growth trees on the Kohler property.
6. If the Project is built, Both believes that the migratory and resident birds will suffer as they lose valuable habitat.
7. Both believes that the construction of a golf course on several acres of the Park and on 250-acres of the adjoining wooded area will make her significantly less able to enjoy her visits to the Park.
8. Both believes that water quality of Lake Michigan, the Black River, and groundwater, will suffer due to the deforestation of the Property, the erosion that will result from the Project, and the chemicals used on maintaining a large golf course.
9. Both is also concerned about the endangered species which are found in the Property and their impending loss of habitat.
10. If the Project is completed, Both will be harmed because she will lose the views of the woodlands next to the Park and suffer from knowledge of the increased carbon-causing pollutants caused by the loss of so many acres of mature trees.
11. Both will be harmed by knowing that many species, including threatened and endangered species, were detrimentally impacted by the deforestation of the Property.
12. She will be harmed by watching the detrimental impact of the golf course on erosion of Lake Michigan and knowing the water quality of the Lake, Black River and adjoining groundwater will be detrimentally impacted by the golf course.
13. The impacts to Both are direct and substantial and different from those of the general public.
14. Both is an aggrieved party as contemplated by Wis. Stat. § 62.23(7)(e)10.

15. The City Plan Commission of the City of Sheboygan (“Commission”) is a zoning agency created under Wis. Stat. §§ 62.23, with principal offices at City Hall, 828 Center Avenue, Suite 208, Sheboygan, WI 53081.

JURISDICTION

16. This Court may have jurisdiction over the subject matter of this action pursuant to Wis. Stat. § 62.23(7)(e)(10); however, plaintiff finds no statute authorizing review of the grant of a conditional use permit by a Plan Committee when the CUP has not first been affirmed by either a Common Council or Zoning Board of Appeals.

VENUE

17. Venue is proper in this Court pursuant to Wis. Stat. § 801.50(2)(2) because the claim arose in Sheboygan County.

BACKGROUND

18. On November 20, 2020, Kohler Company (“Kohler”), submitted its application for a conditional use permit (“CUP”) to the City of Sheboygan.

19. Kohler seeks a CUP to develop an 18-hole championship golf course (“the Project”) on 250 acres of land that Kohler owns that are zoned Property Suburban Residential-5 (“SR-5”).

20. Kohler requests the City to allow in this SR-5 district an outdoor institutional land use, a privately-owned public golf course, removal of more than 50% of woodlands on the Property, a pond, a multi-level club house with banquet facilities with a first floor of 8,800 square feet floor, a Lake Michigan observatory tower, parking lots providing more than 210 spaces, a 15,000 square-foot maintenance building and a smaller maintenance building, and storage buildings.

21. The Property is located between the Black River and Lake Michigan, north and east of the John Michael Kohler and Terry Andrae State Parks in the City of Sheboygan, Sheboygan County, Wisconsin.

22. Kohler acquired a total of approximately 468 acres in the vicinity during the 1930's. In 1965, Kohler donated 221 acres to the State of Wisconsin for the creation of the John Michael Kohler State Park. The remaining 250-acre parcel retained by Kohler has remained in private ownership.

23. The Project is proposed on a vast, undeveloped tract between Lake Michigan and the Black River. The Property is almost entirely forested with mature trees. The Property has not been logged in over 150 years.

24. The Property contains three types of high-quality wetlands which are directly connected to the groundwater: Great Lakes ridge and swale, interdunal, and forest floodplain.

25. The Property is also an important stopover point for migratory birds, due to the paucity of unfragmented forest blocks elsewhere along the Lake Michigan shoreline.

26. The Property also has a large number of a diverse population of resident birds.

27. On December 15, 2020, the Plan Commission held a public meeting on the CUP.

28. The official Minutes of the Meeting do not state how many people spoke in favor and in opposition to the Project.

29. The Minutes state that the Motion to Approve the CUP passed but do not state how many Commission members voted for and against it.

30. The Minutes do not contain statements by the Commissioners explaining their decisions.

31. Citizens opposed to the project were informed by City officials that the only avenue for appealing the Plan Commission decision was by filing suit in circuit court and that the City of Sheboygan Common Council and Zoning Board of Appeals would not accept an appeal.

32. Plaintiff files this Complaint to the Circuit Court within thirty days of the Plan Commission decision as is required by Wis. Stat. § 62.23(7)(e)(10) for review of Zoning Board of Appeals and Common Council decisions, but plaintiff argues that this matter should be reviewed by a City body before going to Circuit Court as required by relevant statutes and ordinances.

CLAIM I

THE CONDITIONAL USE PERMIT IS VOID BECAUSE THE PLAN COMMISSION LACKED AUTHORITY TO TAKE FINAL ACTION ON GRANTING A CONDITIONAL USE PERMIT AS REQUIRED BY WIS. STAT. SECTION 62.23

33. Plaintiff realleges and incorporates by reference all preceding paragraphs.

34. Wis. Stat. § 62.23(7)(am) states the following: “For the purpose of promoting health, safety, morals or the general welfare of the community, the *council* may regulate and restrict... the location and use of buildings, structures and land...” (emphasis added).

35. This shows that the Common Council is the governmental body that may enact zoning changes.

36. Wis. Stat. § 62.23(5) states: “MATTERS REFERRED TO CITY PLAN COMMISSION. The *council, or other public body* or officer of the city *having final authority* thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters...” (emphasis added).

37. The City Plan Commission is not the body with final authority.

38. Wis. Stat. § 62.23(7)(e) allows for a Board of Appeals to make final decisions on some zoning matters.

39. The statute does not grant the same authority to the Plan Commission.

40. This Court should reverse the decision of the Plan Commission and find the CUP void because it was not granted by a body with proper authority to make the decision final.

CLAIM II

THE CONDITIONAL USE PERMIT IS VOID BECAUSE THE PLAN COMMISSION'S DECISION WAS ARBITRARY AND CAPRICIOUS AND NOT IN FURTHERANCE OF THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IN VIOLATION OF WIS. STAT. SECTION 62.23

41. Plaintiff realleges and incorporates by reference all preceding paragraphs.
42. Wis. Stat. § 62.23(7)(am) requires the Council to promote the health, safety and welfare of the community.
43. The Project area contains over 170 acres of woodlands.
44. The developer will clear cut more than 85 acres of those woodlands.
45. Although the developer plans to plant some trees as mitigation, the planting of new trees will not make up for the terrible impacts the loss of 85 acres of mature trees will have on climate change, bird and wildlife habitat, and wetlands.
46. The destruction of so many acres of woodlands is not in furtherance of the public health.
47. Maintenance of a golf course requires pesticides, herbicides, and chemical agents.
48. These pollutants will seep into the groundwater and into the Black River and Lake Michigan.
49. The addition of pollutants into these bodies of water is not in furtherance of the public welfare and safety.
50. The Plan Commission acted arbitrarily and capriciously in granting the CUP.
51. This Court should reverse the decision of the Plan Commission and find the CUP void.

CLAIM III

THE CONDITIONAL USE PERMIT IS VOID IN THAT THE MUNICIPALITY HAD CONTRACTED AWAY ITS RIGHT TO DENY THE APPLICATION IN A 2017 PREANNEXATION AND DEVELOPMENT AGREEMENT, MAKING THE DECEMBER 15, 2020, HEARING A SHAM BECAUSE THE OUTCOME WAS PREDETERMINED

52. Plaintiff realleges and incorporates by reference all preceding paragraphs.
53. Wisconsin courts firmly hold that a municipality may not contract away its zoning authority. *State ex rel. Zupancic v. Schimenc*, 46 Wis. 2d 22, 28, 174 N.W.2d 533 (1970); *Town of Cedarburg v. Shewczyk*, 259 Wis.2d 818, 829-30, 656 N.W.2d 491 (Ct. App. 2002).
54. But the City of Sheboygan did just that when it signed a Preannexation and Development Agreement in 2017, stating that, “the City intends to grant various government approvals benefiting Developer...Necessary governmental approvals include...conditional use permits.” Kohler CUP Application, p. 78.
55. It is highly conceivable that city officials have been advised that if they say “no” to anything Kohler asks, the officials will subject the City to litigation by Kohler.
56. This CUP is based on the City illegally contracting away its zoning authority to a private entity in 2017.
57. The 2017 Agreement also is an illegal attempt to bind future governmental bodies.
58. In 2017, the City illegally abdicated its duty to protect the health, safety and welfare of the public.
59. Therefore, the CUP is void and this Court should reverse the decision of the Plan Commission.

CLAIM IV

THE CONDITIONAL USE PERMIT IS VOID IN THAT THE APPLICANT FAILED TO DEMONSTRATE THAT CLEAR CUTTING WILL IMPROVE THE LEVEL OF ENVIRONMENTAL PROTECTION ON THE SUBJECT PROPERTY IN VIOLATION OF CITY OF SHEBOYGAN ZONING ORDINANCE 15.206(2)(g)(3)(a)

60. Plaintiff realleges and incorporates by reference all preceding paragraphs.
61. Sheb. Ord. § 15.206(2)(g)(3)(a), the ordinance concerning conditional uses for clear cutting, requires the applicant to “demonstrate that clear cutting will improve the level of environmental protection on the subject property.”
62. Kohler has not demonstrated that the proposed deforestation will improve the level of environmental protection on the property.
63. There will be a substantial loss of carbon capturing trees, bird habitat, erosion control, and water quality and wetlands.
64. The planting of new trees in other places will not make up for these tremendous losses.
65. Since the applicant has not complied with the Ordinance, the CUP is void and this Court should reverse the decision of the Plan Commission.

CLAIM V

THE CONDITIONAL USE PERMIT IS VOID IN THAT THIS APPLICATION FOR A CUP WAS PLACED ON THE AGENDA WHEN THE APPLICATION WAS INCOMPLETE IN VIOLATION OF CITY OF SHEBOYGAN ORDINANCE SECTION 15.905(3).

66. Plaintiff realleges and incorporates by reference all preceding paragraphs.
67. City Sheb. Ord. § 15.905(3) requires that: “All applications for proposed conditional uses shall be approved as completed by the Zoning Administrator prior to the initiation of this procedure. No placement of the application on any agenda, as an item to be acted upon, shall occur unless said certification has occurred.”
68. The Kohler CUP was placed on the agenda when it was incomplete in violation of this Ordinance.
69. The CUP application was incomplete in that it lacked an accurate map of the property depicting the land that falls within overlay districts.

70. The Application does not accurately identify where the Lake Michigan ordinary high-water mark (“OHWM”) falls on the Property.

71. Without accurate identification of the OHWM, it is impossible to state the extent that the golf course will contribute to further erosion of the shoreline of Lake Michigan.

72. Therefore, the CUP is void and this court should reverse the decision of the Plan Commission.

WHEREFORE, plaintiff respectfully requests that this Court:

A. Grant to the Plaintiff a Writ of Certiorari and issue an Order to the Plan Commission to certify to the Court, at a specified time and place, the full record before the Plan Commission;

B. Following the certification and transmission of the Record by defendant, set this matter for hearing;

C. Reverse the decision of the Plan Commission for any of the reasons stated above;

D. Declare the CUP void for any of the reasons stated above;

E. Award costs and reasonable attorney fees to plaintiff; and

F. Grant such further relief as the Court deems just and equitable.

Dated this 14th day of January, 2021.

Electronically signed by
Kathleen Henry
WI State Bar No. 1118591
Dairyland Public Interest Law
PO Box 352
Madison, WI 53701
(608) 213-6857
khenry@dairylandpublicinterestlaw.com

Attorney for Plaintiff

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**Roswitha T Both vs. City Plan Commission of the City of
Sheboygan**Electronic Filing
Notice**

Case No. 2021CV000015

Class Code: Petition for Writ of Certiorari

FILED

01-14-2021

Sheboygan County

Clerk of Circuit Court

2021CV000015

Honorable Rebecca L.

Persick

Branch 4

CITY PLAN COMMISSION OF THE CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 208
SHEBOYGAN WI 53081

Case number 2021CV000015 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: ba5ece

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

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

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

Sheboygan County Circuit Court
Date: January 15, 2021

II

3.4

R. O. No. 133-20-21. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS.
February 1, 2021.

Submitting for information the signed Tentative Agreement regarding the collective bargaining contract between the City of Sheboygan and the International Association of Firefighters Local 483. The final contract will be submitted for approval by the Common Council once it has been finalized.

Director of Human Resources and
Labor Relations

F&P

**Tentative Agreement
City of Sheboygan
Sheboygan, Wisconsin
and
International Association of Firefighters
Local 483**

 **City 1. The City desires to enter into a three-year contract: January 1, 2021 to December 31, 2023**

 **City 3. Article IV Residency Requirement:**

The Director of Human Resources and Labor Relations, with input and/or recommendation of the Fire Chief, may extend the four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.

 **City 5. Article VIII Overtime and Compensatory Time:**

6. Staffing Shortage

Staffing shortage shall be defined as the need for additional staffing to meet the minimum line firefighting staffing level of the department under normal circumstances.


Staffing shortage records will be maintained by the office of the Fire Chief or his/her designee.

All line personnel shall have their names placed, according to their current job classification, on a "staffing shortage" list categorized by the following positions: Officer, Fire Equipment Operator, Firefighter/Paramedic.

New employees will be placed on the Firefighter/Paramedic job classification list and assigned overtime hours equal to the employee with the highest cumulative number of overtime hours in any job classification. Upon promotion, the employee's name shall be placed within the new job classification carrying over the cumulative number of overtime hours worked from the previous job classification. If an employee changes jobs and work schedules from a forty (40) hour to fifty-six (56) hour week, the employee will be placed in the appropriate job classification and assigned overtime hours equal to the employee with the highest cumulative total in the same job classification.

 **City 6. Article VIII Overtime and Compensatory Time**

(a). When a call-in is required, the Fire Chief or his/her designee will use the appropriate list to fill the position.

 **City 8. Article VIII Overtime and Compensatory Time**

6. (c). If notification to the Battalion Chief necessitates an unanticipated call-in requiring same-day (more than one hour notice) overtime call-in, the Battalion Chief shall fill the need as soon as practicable.



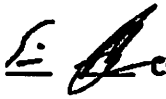
City 9. Article VIII Overtime and Compensatory Time

6. (d). If an immediate need for an employee call-in occurs (less than one hour notice), the Fire Chief or his/her designee may use appropriate judgment to fill this need. That judgment would include the employee's placement on the call-in list, location of an employee's residence, the station where the vacancy exists, the time of day, the oncoming shift assignments, and other pertinent information.



City 10. Article VIII Overtime and Compensatory Time

6. (e). In the event no one from the given job classification has called to express interest, another job classification list may be used provided the employee is qualified for the needed position. If the vacancy is still unable to be filled, the Fire Chief or his/her designee will order in the qualified employee with the least departmental seniority from the needed job classification list. Employees ordered in for staffing shortage overtime will not have those hours added to his/her accumulated total overtime hours list.



City 11. Article VII Overtime and Compensatory Time

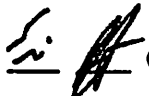
6. (e) Paragraph 2

In the event mandatory overtime is required again from that same job classification, all previously mandated employees will be bypassed and the Fire Chief or his/her designee will proceed to order in the next least senior employee. This process continues as needed. This system shall apply to all categories. The Fire Chief or his/her designee has the authority to order in an employee in any category to fill any vacancy when the Fire Chief or his/her designee is unable to contact an employee from the needed job classification. The Fire Chief or his/her designee will not mandate any employee on scheduled leave to accept involuntary overtime. Employees remain on the list in case of a recurrence of mandatory overtime. Each calendar year, the system starts anew.



City 13. Article VIII Overtime and Compensatory Time

6. (g) A new cumulative total of overtime hours will be recorded on the list when the assignment is accepted. Once accepted, it is the employees responsibility to report to duty that day or find a qualified replacement to work the overtime. The arrangements must be approved by a Captain, and then communicated to the duty Battalion Chief. The employee who works the overtime hours shall receive the pay not the person who originally accepted it.



City 14. Article VIII Overtime and Compensatory Time

6. (i). In the event that the Fire Chief or his/her designee shortens the accepted hours of the scheduled call-in, the Fire Chief or his/her designee will contact the employee and offer the hours under the new circumstances. If the employee declines, the Fire Chief or his/her designee will continue down the list using the normal procedure. In the event that the Fire Chief or his/her designee shortens the accepted hours after an employee has reported for duty, the employee will receive a minimum of two (2) additional hours

beyond the shortened call-in time provided the employee agrees to work the two (2) additional hours. The Fire Chief or his/her designee will make the appropriate adjustment to the records.

 City 15. Article VIII Overtime and Compensatory Time

6 (k) TO BE DELETED

 City 18. Article VIII Overtime and Compensatory Time


9. No Pyramiding, duplicating or compounding. Application of the provisions contained in this Article shall not involve pyramiding, duplicating, or compounding of overtime.

 City 19. Article IX Promotions and Transfers


A. The Fire Chief shall establish promotional procedures pursuant to applicable Wisconsin Statutes which include, but are not limited to, an evaluation of merit and ability in order to determine qualified employees for promotion. The Fire Chief or his/her designee will notify the Union President in writing ten (10) days prior to the announcement of the promotion process with any changes.

 City 20. Article IX Promotions and Transfers

Section B is to be deleted as there is no Fire Prevention Bureau

 City 21. Article IX Promotions and Transfers

H. Transfers: The Fire Chief will make whatever transfers are needed for the efficient operation of the department. Lateral transfers made by the Fire Chief for the "efficient operation of the department" will ordinarily take place during the months of January and February. Employees involved in lateral transfers will be given a minimum of thirty (30) day notice to allow these employees to adjust both professional and personal affairs. Transfers may occur prior to the end of the thirty (30) day period upon the request of, or with the concurrence of, the affected employee. Transfers may also be made at any time on the basis of compelling department operational requirements, to include, but not limited to, irreconcilable conflicts between employees assigned to the same station, as part of a formal program of work performance improvement, or if recommended to an employee as part of a program developed under the City Employee Assistance Program. Transfers that take place other than during January or February shall be discussed with the Union's Executive Board before being made with the exception of probationary employee(s).

 City 24. Article IX Promotions and Transfers

K. 2. (f).

The employee holds another job wherein he/she is employed by another employer without specific written authorization therefore from the Fire Chief which written authorization shall be contained on a form as approved by the department. It is the employee's responsibility to inform the Fire Chief of other employment. The employee shall update the form annually and/or at the time of any employment changes.

 **City 25. Article IX Promotions and Transfers**

Roving

K. All Lieutenant candidates on the current eligibility list shall be roved first to act up as the company officer whenever appropriate. The candidate may not "pass" on any potential movement to act up. This does have the potential to create additional roving. If there are no candidates from the Lieutenant eligibility list available for the tour, then the current roving process should be followed as referenced in Article XIX, Section E.

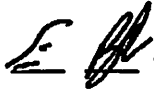
 **City 26. Article X Grievance Procedure**

D. All grievances and grievance appeals shall set forth the provisions of the Agreement and/or the rule or regulation of the Fire Chief under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of this grievance and arbitration procedure. Properly prepared and filed grievances shall be answered on behalf of the City within the time limits specified; and in the event such grievances are not so answered, they shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the Union or the employee. Abandoned grievances shall not be considered precedent for future cases. By mutual agreement and in writing, the parties may waive any of the steps contained in this grievance and arbitration procedure.

 **City 27. Article X Grievance Procedure**

- E. 1. The aggrieved employee and/or his/her Union steward shall, within ten (10) calendar days of the date the alleged grievance occurred, submit the facts of the grievance in writing, signed by the complainant, to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall, within ten (10) calendar days, reply to the grieving party in writing giving his/her decision with a copy to the Fire Chief.
- E. 2. Should the Union grievance committee decide that the reply of the Fire Chief or his/her designee is unsatisfactory, the Union shall within ten (10) calendar days submit the facts of the grievance in writing to the Fire Chief or his/her designee with a copy to the Director of Human Resources and Labor Relations. The Fire Chief, his/her designee, and the Director of Human Resources and Labor Relations shall within ten (10) calendar days hold a meeting with the aggrieved employee, his/her immediate supervisor, and no more than two (2) Union representatives that the aggrieved employee shall wish in attendance. The Fire Chief or his/her designated representative shall within ten (10) calendar days of the meeting furnish the Union grievance committee his/her written response with a copy to the Director of Human Resources and Labor Relations. In cases of discipline administered by the Fire Chief or his/her duly authorized subordinate, the

grievance shall be initiated at Step 2 of the grievance procedure. Disciplinary action imposed by a duly designated subordinate is subject to review of the Fire Chief; however, the Fire Chief reserves the right to take official action without prejudice based upon his/her own findings. Decisions made at any level below that of the Fire Chief shall not be interpreted as setting a precedent. The disciplinary action taken shall be considered final and binding unless a written appeal to arbitration is made within ten (10) days of said disciplinary action in accordance with Step 3 of this subsection as the sole remedy of said disciplinary action.



City 28. Article X Grievance Procedure

E. 3. Final Disposition- Arbitration:

If a timely written grievance has not been disposed of as aforesaid to the satisfaction of either party, the City or the Union Executive Board, no later than ten (10) calendar days upon receipt of written response under Step 2, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A copy of such request shall be forwarded to the Director of Human Resource and Labor Relations and the City Attorney.

E. 3. (a) The selection of an impartial arbitrator shall be as follows:

The Director of Human Resources and Labor Relations and the representative for the Union shall meet and confer for the purpose of selecting an impartial arbitrator acceptable to both parties. In the event the representative for the Union and the Director of Human Resources and Labor Relations are unable to agree upon an impartial arbitrator within ten (10) calendar days after the referral of such matter to arbitration, the representative for the Union or the Director of Human Resources and Labor Relations shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator. After such panel of names is received, the Director of Human Resources and Labor Relations and the representative for the Union shall alternately eliminate names from such list until one name remains with the appealing party making the initial elimination. Such remaining person shall then become the arbitrator. The arbitrator shall first determine whether the dispute is arbitrable under the express terms of this Agreement. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed to determine the merits of the dispute submitted to arbitration. The arbitrator shall be limited to the terms of this Agreement as written and shall have no power to modify, amend, add to, or subtract from the language of this Agreement in arriving at a determination of any issue presented to him/her for arbitration within the limits expressed herein. No award of any arbitrator may be retroactive for any period prior to the execution of this Agreement.

The expenses for the services of the impartial arbitrator and proceedings shall be borne by the party whom the decision is rendered against; however, each party shall be responsible for compensating its own representatives, witnesses, and such other

expenses incurred in the process of selecting an arbitrator and during the arbitration process.

The arbitrator shall submit his/her award in writing to 1) Attorneys of Record, 2) the Union of Firefighters, and 3) the Director of Human Resources and Labor Relations.

 **City 29. Article IX Grievance Procedure**


E. 3. (d). As stated in Chapter 788, the latest State statute(s) shall apply.

 **City 30. Article XI Prohibition of Strikes**

E. An employee who commits any of the acts prohibited in this section after an injunction or restraining order has been issued may be subject to the following penalty. Whoever violates this section after an injunction or restraining order has been issued against such a prohibited activity has been issued shall be fined seventy five dollars. After the injunction has been issued, any employee who is absent from work because of purported illness shall be presumed to be on strike unless the illness is verified by a written report from a physician to the employer. Each day of continued violation constitutes a separate offense. The court shall order that any fine imposed under this subsection be paid by means of a salary deduction at a rate to be determined by the court.

 **City 33. Article XV Base Pay and Longevity Plan**

B. There shall be pay scales F and H for employees in the Fire Department.

 **City 35. Article XV Base Pay and Longevity Pay**

D. Schedule H

Entrance Rate

Step 2 After twelve (12) months

Step 3 After twenty four (24) months

Step 4 After thirty six (36) months requires FEO certification, see Article XIX D.

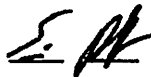
Step 5 After forty eight (48) months

Step 6 After sixty (60) months

 **City 36. Article XV Base Pay and Longevity Pay**

E. All advances are on the employee's anniversary date and the new rate shall be paid on the first full pay period thereafter. Advancement to each step (intermediate and longevity) shall be made in accordance with the steps listed prior unless the employee's performance is rated unsatisfactory on the annual final personnel evaluation report. Employees will have an annual performance evaluation, but pay increases occur on the employee's anniversary date.

The evaluation on the Personnel Change Notice form is intended to be a synopsis of the more detailed Fire Department personnel evaluation completed by each employee's officer. If rated unsatisfactory, such employee shall be reevaluated after six (6) months from the initial unsatisfactory evaluation. If an employee who was rated unsatisfactory is not rated unsatisfactory at the end of the six (6) month reevaluation, the employee shall then receive the step or longevity increase that was withheld based upon his/her seniority. A Personnel Change Notice form shall be submitted in conjunction with the next full pay period after the employee receives the rating. The step increase will not be retroactive, but additional steps will continue to be based on the employee's date of hire. The Fire Chief or his/her designee must recommend in writing the advancement in salary of each employee in his/her department who has met the requirements for compensation advancement.


 City 37. Article XVI Salary and Wage Schedule
Paragraph F.

 City 38. Article XVI Salary and Wage Schedule
Firefighting Force

<u>Grade</u>	<u>Title</u>
01	Firefighter
02	Fire Equipment Operator
03	Fire Lieutenant
04	Fire Captain

 City 39. Salary and Wage Schedule

C. All class grades shall receive a 2021 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2021, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2022 wage increase of two (2.00) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2022, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2023 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2023, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour.

 City 41. Article XVII Holiday Pay

B. Due to the continuous operation of the Fire Department, members of the Fire Department, working a twenty-four (24) hour shift schedule, shall receive compensatory pay for holidays worked at the double time rate. Such compensatory pay shall be apportioned as follows:
Regular biweekly pay, divided by ten (10), multiplied by fifteen and thirty-three hundredths (15.33), divided by the number of pay periods in the year.

City 42. Article XVIII Uniform Allowance

Section E, Lines 27- 28

Members of the Sheboygan Fire Department who purchase their helmet and boots shall do so in accordance with current department regulations regarding employee purchased personal protective equipment. The Sheboygan Fire Department is not responsible for the replacement and or costs associated with damage to any member's personal traditional helmet, eye protection, or boots.

City 43. Article XIX Special Salary Provisions (updated headers for section B and C).

- B. Promotion to a class with higher pay range.**
- C. Employees at the minimum base pay range.**

City 48. Article XIX Special Salary Provisions

H. Premium Pay for work outside normal station work hours.

2. Training. The Fire Chief may require each employee to participate in two (2) training sessions per calendar year, to a maximum of four (4) hours outside the normal station work routine hours, at no additional expense to the City. Additionally, training sessions participated in with outside agencies other than solely the Sheboygan Fire Department must not exceed an additional six (6) sessions per calendar year, to a maximum of eighteen (18) additional hours outside the normal station work routine hours. (Sundays, and holidays are excluded.) Additional training may take place as agreed upon by the Fire Chief or his/her designee and the Union president or their designee.

City 54. Article XXII Vacation – FLSA and Regular Compensatory Time – EMS Day Administration

- L. Leave periods will be selected by seniority. Trading or relinquishing selected dates is the responsibility of the employee. To ensure that the responsibility is properly placed, a cycle trade must be signed by both employees involved.**

City 55. Article XXII Vacation – FLSA and Regular Compensatory Time – EMS Day Administration

- P. Paragraph will be deleted.**

City 56. Article XXIII Union Activities

- A. The City agrees to allow a Union Steward and/or the members of the Grievance Committee sufficient time for the proper processing of a grievance as outlined in this Agreement. The aggrieved party shall also be given sufficient time during their tour of duty for the proper processing of his/her grievance.**

City 57. Article XXIII Union Activities

- D. Members of the bargaining committee who are on duty on the days the City meets with this committee shall also be given time off to attend such meetings up to a combined maximum of 200 hours for on duty time spent annually unless extended by mutual agreement. A rig may not be taken out of service without the Fire Chief's approval.

City 58. Article XXIII Union Activities

Last two paragraphs are duplicates of paragraphs F & G and are to be deleted.

City 60. Article XXVII Health Insurance

Section C. Employees who attain one hundred forty four days (1,152 hours) of unused sick leave shall be eligible to participate in the Good Attendance/Retirement Bonus Program effective January 1, 1988. Under the program and upon retirement the employee will be given a maximum of one (1) retirement insurance credit for each unused sick leave day accumulated after January 1, 1985 in excess of one hundred forty four (144) days. In each case of an extended non occupational injury or illness in excess of fifteen (15) consecutive tours of duty during the ten (10) calendar years immediately preceding an employee's retirement date an additional one half (½) credit will be given for each consecutive sick day used in excess of fifteen (15) consecutive tours of duty during said injury/illness. Effective January 1, 2007, upon retirement all accumulated retirement insurance credits will be converted into cash value at the rate of twelve (12) percent of the single plan rate in effect on the last day worked with a cap of ninety (90) dollars per credit. The rate will be reviewed during future contract negotiations.

1. Upon retirement all credits and monies referred to in Subsection (F) shall be placed into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will be paid in an amount equal to the cost of the lowest priced single health insurance plan until age sixty five (65) or until said retiree becomes eligible for Medicare or any government sponsored insurance, dies, or until the account is exhausted, whichever occurs first. A surviving spouse shall receive all retiree health insurance benefits and credits earned by his/her spouse (surviving spouse shall be treated as if he/she were the former employee).

City 61. Article XXXIV Sec E Line 28

In the event an employee has been approved to attend outside training while on duty is unable to do so due to insufficient staffing, the employee, at the discretion of the Fire Chief enjoys the right to attend the class by making a trade under Article XXXIII. In the event an employee makes a trade as described, the City will grant the employee who has covered the trade time off at a later date under Article XXII. The employee shall have nine months to use the time after which the Fire Chief or his/her designee will assign the time off.

 City 63. Article XXXIX Duration

A. This Agreement shall be effective when signed by both parties and shall remain in full force and effect until its expiration date, December 31, 2023.

B. On or before June 1, 2023, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, and specifically within the next one hundred and twenty (120) days, the parties hereto shall meet and engage in such negotiations.

 City 64. Article XL Retroactivity

A. Retroactivity will be paid on increases in salary from January 1, 2021, until this contract is executed. All benefits will be retroactive to January 1, 2021, unless otherwise noted.

B. All other changes in this Agreement shall be effective upon execution to be not later than ten (10) days after ratification by both parties, except where stated otherwise.

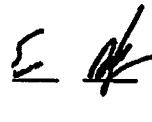
 City 65. Article XXV Sick Leave

3. The administration of the sick leave pool shall be under the jurisdiction of the Fire Chief after he/she has consulted with the Director of Human Resources and Labor Relations, as well as, Local 483's Executive Board, in compliance with the applicable state and federal laws including ADA and FMLA, etc. Each employee must accumulate the basic one hundred forty-four (144) days' sick leave and all additional days shall then be credited to his/her retirement insurance credit account. An employee is not eligible to participate in the sick leave pool or bank if he/she is eligible for other City-paid benefit programs, including but not limited to the following list:

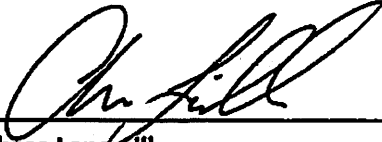
- City-paid retirement disability programs
- Social Security disability benefits
- City-paid annuity programs

 City 66. Other Notes:

- Update Table of Contents
- Addendum 1 – Pages 75- 80 should be removed
- Index – Page 81 should be removed (or updated)
- Addendum 3 – Pay schedules should be included

 Union: Article XXVII – Health Insurance:
Replace \$65 with “with a cap of ninety dollars per credit.”

Signature Page



Chase Longmiller
Bargaining Chairperson, Local 483



Brendan Hughes
President, Local 483



Vicky Schneider
Dir. Of Human Resources/Labor Relations



Eric Montellano
Fire Chief

II

3.5

R. O. No. 134 - 20 - 21. By CITY ATTORNEY. February 1, 2021.

Submitting, as a matter of record, a copy of the Stipulation for Dismissal filed with the United States District Court, Eastern District of Wisconsin, on January 26, 2021 in the matter of Kurt R. Klessig and Mary A. Heitzmann v. Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department, et al., Case No. 17-CV-00031.

City Attorney

F+P

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG, et al.,

CASE NO: 17-CV-00031

Plaintiffs,

v.

ANTHONY HAMILTON et al.,

Defendants.

STIPULATION FOR DISMISSAL

The parties, through their respective counsel, stipulate and agree that this matter should be dismissed in its entirety, with prejudice, and without costs to any party pursuant to F.R.C.P. Rule 41(a)(1)(A)(ii).

Date: January 26, 2021

Hale Lammiman Group, Ltd.
Attorneys for Plaintiffs

/s/ Christopher T. Hale
Christopher T. Hale

Date: January 26, 2021

Gunta Law Offices SC
Attorneys for Defendants

/s/ Ann C. Wirth
Ann C. Wirth

Date: January 26, 2021

Nielsen Zehe & Antas PC.
Attorneys for Wilson Mutual Ins. Co.

/s/ Christy Harrison Schaefer
Christy Harrison Schaefer

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 154-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2021.

REPORT PREPARED BY: Todd Wolf, City Administrator

REPORT DATE: January 20, 2021

MEETING DATE: February 8, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan has maintained a good and effective relationship with WI Public Finance Professionals, LLC for over 6 years. The assistance received from this vendor during the transition of finance directors has been valuable through education and consistency.

STAFF COMMENTS:

The City is looking to enter into a one-year agreement for financial advisory services related to borrowing with the intention of a request for proposals (RFP) process taking place for the 2022 borrowing related services. This agreement will allow the inclusion of the Deputy Director to be involved with the current vendor and City process for continuity and benefit from Carol Wirth's knowledge and familiarity and expertise in serving the City of Sheboygan.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 154-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2021.

ATTACHMENTS:

- I. Res. No. 154-20-21
- II. Agreement with Wisconsin Finance Professionals, LLC

III

4.2

Res. No. 154 - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2021.

WHEREAS, the City of Sheboygan has obtained necessary financial advisory services related to its municipal borrowing from Wisconsin Public Finance Professionals, LLC, for the last seven years; and

WHEREAS, the City desires to continue using Wisconsin Public Finance Professionals, LLC as its financial advisor for the 2021 calendar year; and

WHEREAS, the standard industry practice regarding financial advisory services of this nature is to enter into a separate agreement for each borrowing.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Wisconsin Public Finance Professionals, LLC for financial advisory services, in substantially similar form to that attached to this Resolution, for each borrowing that the City issues during the 2021 calendar year.

BE IT FURTHER RESOLVED: That in the case of a General Obligation Borrowing, the appropriate City officials are hereby authorized to draw orders on the Debt Issuance Expense Account (Account No. 30115100-540117).

F&P

BE IT FURTHER RESOLVED: That in the case of a TID Borrowing, the appropriate City officials are hereby authorized to draw orders on the appropriate TID Debt Service Account.

By Lynne Nowlin

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



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

----- 2021 Sample -----

Municipal Advisory Agreement

City of Sheboygan, Sheboygan County, Wisconsin

Wisconsin Public Finance Professionals, LLC ("WFPF") is a "municipal advisor" as defined by the Securities and Exchange Commission ("SEC") Final Rule adopted September 18, 2013. WFPF is registered and regulated by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). The City of Sheboygan, Sheboygan County, Wisconsin ("City"), hereby retains WFPF to serve as its Municipal Advisor in accordance with the terms and conditions of this Municipal Advisory Agreement ("Agreement") effective the date of execution (the "Effective Date"). As Municipal Advisor, WFPF will have fiduciary duties, including a duty of care and a duty of loyalty. WFPF is required to act in the City's best interests without regard to its own financial and other interests.

MSRB Rule G-10 and G-42 Notifications, Disclosures of Conflicts of Interest and Other Information

As a Municipal Advisor registered with the MSRB and the SEC, WFPF is required to provide certain notifications, disclosures and information to the City, in writing, no less than once each calendar year. Included on the last page of the Agreement are notifications and disclosures in accordance with MSRB Rule G-10 regarding a brochure available on the MSRB's website at www.msrb.org that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority; and, disclosures in accordance with MSRB Rule G-42 related to conflicts of interest and other information. All municipal advisory services are performed by employees of WFPF. WFPF has no relationships with other firms, or employees of the City, that could present a real or perceived conflict of interest. Carol Ann Wirth is the responsible party for WFPF in its relationship with the City.

Scope of Municipal Advisory Services

WFPF is engaged by the City as its Municipal Advisor to provide services with respect to the issuance of \$_____ General Obligation or Revenue Obligation, hereinafter referred to as the "Issue", as follows:

(a) Services to be Provided:

1. Prepare and/or evaluate structuring options or alternatives with respect to the proposed new Issue
2. Review financial and other information regarding City (Utility), the proposed Issue and any source of repayment of or security for the Issue
3. Consult with and/or advise City on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the City and its financing plans, or related to its outstanding issues

4. Assist City in establishing a plan of finance – establish the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing timeline
6. Consult and meet with representatives of City and its agents or consultants with respect to the Issue
7. Attend meetings of City's governing body, as requested
8. Advise City on the manner of sale of the Issue
9. For an Issue to be sold at negotiated sale, assist City in the selection of an underwriter with the preparation of an RFP; participate in pricing discussions; and, advise City on the acceptability of the underwriter's pricing and offer to purchase.
10. For an Issue to be sold at competitive sale, conduct steps necessary for the pricing and sale of the Issue, including preparation of the Official Notice of Sale and Bid Form, advertise the sale of the issue, assist potential bidders with submitting bids, verify bids received, recommend suitability of interest rates based on compliance with Official Notice of Sale and current market conditions.
11. Assist in gathering of information with respect to financial, statistical and factual information relating to City (Utility) in connection with and the preparation of the Preliminary and Final Official Statement
12. Respond to questions from bidders, underwriters or potential investors
13. Provide City with relevant data on comparable issues recently or currently being sold nationally and by comparable municipalities
14. Obtain CUSIP numbers and distribute an electronic version of the Preliminary and Final Official Statement
15. Advise City with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue
16. Prepare materials for, and participate in, presentation to rating agency
17. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of City and other documents necessary to finalize and close the Issue, and to issue an unqualified opinion approving the legality and tax status of the Issue
18. Coordinate closing, delivery of the new Issue and transfer of funds
19. Prepare a closing memorandum or transaction summary, together with general guidance for City with respect to the use of bond proceeds and the payment of debt service; prepare final amortization schedule.
20. Provide such other usual and customary municipal advisory services as may be requested by City including services related to debt management and preliminary structuring of potential future issues, credit management and continuing disclosure requirements
21. Advise City on potential refinancing opportunities of its outstanding issues, including exercise of optional call rights
22. Assist City with dissemination and publication of notices of call for issues being refunded

(b) Limitations on Scope of Municipal Advisory Services. The Scope of Municipal Advisory Services is subject to the following limitations:

(i) The scope of services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Municipal Advisory Services.

(ii) Unless otherwise provided in the Scope of Municipal Advisory Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Municipal Advisory Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing; and, does not include review or advice on any feasibility study.

(c) Amendment to Scope of Municipal Advisory Services

The Scope of Municipal Advisory Services may be changed only by written amendment or supplement to the Scope of Municipal Advisory Services described herein. The parties agree to amend or supplement the Scope of Municipal Advisory Services described herein promptly to reflect any material changes or additions to the Scope of Municipal Advisory Services

Municipal Advisor's Regulatory Duties When Servicing City

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to City's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about City and the authority of each person acting on City's behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term of this Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 20____. This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of termination, the Municipal Advisor shall be paid in full for any services performed to the date of that termination at the normal hourly rates (\$165/hour professional staff, \$95/hour support staff) for time actually spent. WFPF may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Compensation - Fees and Expenses

WFPF's fee for services performed under this Agreement shall be \$_____ for the General Obligation or Revenue Obligation. WFPF's fee includes all necessary in-state travel and general out-of-pocket expenses i.e. supplies and copying. WFPF's fee is due and payable upon the closing of the Issue. The City shall pay the fees and expenses determined by each respective financing team participant (i.e. bond counsel, rating agency and underwriter), and costs associated with the printing and distribution of Official Statements (\$1,000). If WFPF performs services under this Agreement, and, a financing is not consummated, WFPF shall be compensated at our normal hourly rates (\$165/hour professional staff, \$95/hour support staff) for time actually spent.

Limitation of Liability/Insurance

In the absence of willful misconduct, bad faith, or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor, Municipal Advisor shall have no liability to City for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Issue or otherwise relating to the tax treatment of the Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

WPFP shall maintain, throughout the term of this Agreement, professional general liability insurance in the amount of \$1,000,000 per occurrence, having a \$5,000 deductible.

The City acknowledges that the City is responsible for the contents of Preliminary and Final Official Statements prepared for the Issue, and, is subject to, and may be held liable under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement: _____, City Administrator, _____, Finance Director.

**WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC**

**CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN**

By _____

By: _____

Title: _____

Date: _____

Wisconsin Public Finance Professionals, LLC

MSRB Rule G-10 Disclosure - Notifications

- Wisconsin Public Finance Professionals, LLC ("WPFP") is a Municipal Advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC").
- The MSRB's website address is as follows: www.msrb.org.
- A brochure is available on the MSRB website that describes protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority.

MSRB Rule G-42 Disclosure

1. Wisconsin Public Finance Professionals, LLC ("WPFP") is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct.
2. The Form MA of WPFP along with the most recent Form MA-I for each MSRB associated person is posted in the Edgar Database located on the US Securities and Exchange Commission website (www.sec.gov/edgar/searchedgar/companysearch.htm) searching under the name "Wisconsin Public Finance Professionals, LLC." If you require a hard-copy of any of these forms, please send a written request to the Firm's Chief Compliance Officer's attention at the address below.
3. To the best of our knowledge and belief, neither WPFP nor any Associated Person has any material undisclosed conflict of interest.
 - A. WPFP has no financial interest in, nor does WPFP receive any undisclosed compensation from, any firm or person that WPFP may use in providing any advice, service, or product to or on behalf of any WPFP client.
 - B. WPFP does not pay MSRB registered solicitors or other MSRB Registered Municipal Advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
 - C. WPFP does not receive any payments from a third party to enlist WPFP's recommendation of services, municipal securities transactions, or any municipal financial product or service.
 - D. WPFP does not have any undisclosed fee-splitting arrangements with any provider of investments or services to any municipal entity.
 - E. WPFP does not have any conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of any transaction for which WPFP is providing advice.
 - F. There is no other actual or potential conflict of interest that could reasonably be anticipated to impair WPFP's ability to provide advice to any municipal entity in accordance with the standards of fiduciary conduct.
4. WPFP ("the Firm") nor any of its Associated Person are not currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.

1025 South Moorland Road, Suite 504, Brookfield, WI 53005



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

Wisconsin Public Finance Professionals, LLC ("WFPF")

Municipal Advisory Fee Structure - 2021

WFPF shall enter into a Municipal Advisory Agreement with the issuer, substantially in the sample form attached hereto, for each financing identifying the dollar amount of the issue authorized by the Issuer. The Municipal Advisory Agreement shall specify the issue description (General Obligation or Revenue Obligation), WFPF's scope of services and fee, not contingent on the final size or closing of the issue. If WFPF performs services under a Municipal Advisory Agreement, but the financing is not consummated, WFPF shall be compensated at the hourly rate of \$165/hour professional staff, \$95/hour support staff for time actually spent.

WFPF uses the following calculation in determining the municipal advisory fee included in a municipal advisory agreement for a General Obligation or Revenue Obligation (per issue), competitive or negotiated sale, using the dollar amount of the issue authorized by the Issuer:

Base Fee - \$13,000 plus \$1.50 per \$1,000 issued subject to –

Minimum Fee of \$14,500

Maximum Fee of \$25,000

(Example: \$3 million issue is $\$13,000 + (\$3,000 \times \$1.50 = \$4,500) = \$17,500$)

WFPF's fee includes all WFPF's expenses associated with in-state travel and general out-of-pocket expenses for supplies and copying, etc. The fee is due and payable upon closing of the issue. WFPF's fee does not include expenses of issuance such as Official Statement printing (approximately \$1,000), Bond Counsel, rating agency, escrow or fiscal agents, verification or feasibility reports. WFPF's fee is due and payable upon closing of the issue. WFPF's fee includes on-going services identified in the Municipal Advisory Agreement as may be requested by the Issuer during the term of the agreement.

III

43

Res. No. 155 - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION repealing Res. No. 196-19-20 regarding an Early Retirement Incentive Program offered to qualifying city employees.

WHEREAS, by way of Res. No. 196-19-20 adopted on April 8, 2020, an Early Retirement Incentive Program was created and offered to qualifying city employees in the Human Resources and Finance Departments; and

WHEREAS, the June 30, 2020 deadline for employees to participate in the program has passed and Retirement Severance Policy No. HR 600 is being repealed.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby repeals Res. No. 196-19-20 adopted April 8, 2020, and said Resolution is hereby repealed and of no further force or effect.

FAP

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 155-20-21 by Alderpersons Donohue and Bohren repealing Res. No. 196-19-20 regarding an Early Retirement Incentive Program to qualifying city employees in the Human Resources and Finance Departments.

REPORT PREPARED BY: Vicky Schneider, Director of Human Resources and Labor Relations

REPORT DATE: February 5, 2021

MEETING DATE: February 8, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Res. No. 196-19-20 adopted on April 8, 2020, established an Early Retirement Incentive Program which was created and offered to qualifying city employees in the Human Resources and Finance Departments. This resolution stated that June 30, 2020, was the deadline for employees to participate in the program. As that deadline has passed, this resolution is no longer valid and should be repealed. The accompanying Retirement Severance Policy No. HR 600 is also no longer in effect.

ATTACHMENTS:

- I. Res. No. 196-19-20
- II. Res. No. 155-20-21
- III. Retirement Severance Policy No. HR 600

**CITY OF SHEBOYGAN
REQUEST FOR FINANCE AND PERSONNEL COMMITTEE**

ITEM DESCRIPTION: Res. No. 156-20-21 by Alderperson(s) Donohue and Bohren to authorize the appropriate City Officials to issue a purchase order for the ordering of a 2021 Pierce Impel Rescue/Engine Fire Apparatus and related equipment for the Sheboygan Fire Department.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: January 28,2021

MEETING DATE: February 8, 2021

FISCAL SUMMARY:

Budget Line Item: 40022100-641100
Budget Summary: 2021 Capital
Improvements
Fire Vehicles
Budgeted Expenditure: \$ 715,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Sheboygan Fire Department included funding in the 2021 Capital Improvements budget for the purchase of Rescue/Engine Apparatus to replace a 100' Aerial Ladder Truck with significant structural and mechanical defects that would be too costly to repair.

STAFF COMMENTS:

The truck being replaced was found, in the course of its annual inspection in 2019, to have severe issues with the superstructure and the estimated cost to correct them would exceed the truck's value. The Fire Department removed the truck from front line service and moved it to a reserve status as an engine only. A request for a replacement apparatus was put into the 2021 Capital Improvements fund. Since 2019 the truck has developed additional defects and is now completely out of service. The truck will be sold at auction in the coming months. For budget purposes, residual value was put at \$ 20,000 however more recent defects will likely reduce any auction proceeds further.

Due to the fact that an engine is replacing an aerial truck, there is a need to purchase some additional equipment to equip it appropriately. It has been determined that this equipment can be purchased more economically from vendors other than the apparatus manufacturer.

ACTION REQUESTED:

A Motion to recommend that the Council approve Resolution # -20-21 to authorize the Purchasing Agent to issue a Purchase Order to Pierce Manufacturing in Appleton WI for a new Pierce Impel Rescue Engine in the amount of \$ 669,580.00 and additional Purchase orders for related equipment totaling \$ 15,525.00 for grand total of \$ 685,105.00

ATTACHMENTS:

- I. Res #156-20-21

III

4.4

Res. No. 156- 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue purchase orders for the purchase of a new Pierce Manufacturing Rescue Engine and other necessary equipment related to that Rescue Engine for the Sheboygan Fire Department.

WHEREAS, following the standard annual inspection of Sheboygan Fire Department Ladder Truck #5 ("Ladder Truck #5") in 2019, the Fire Department was informed that Ladder Truck #5 had severe wear and corrosion of the superstructure and, as a result, was unable to be certified for use as an aerial ladder truck without costly repairs being made; and

WHEREAS, as a result, Ladder Truck #5 was moved into reserve status; and

WHEREAS, since being moved into reserve status, Ladder Truck #5 developed a severe hydraulic leak, rendering it out of service; and

WHEREAS, when the wear and corrosion of the superstructure was discovered, the City included the purchase of a new Rescue Engine in the 2021 Capital Improvements Plan to replace Ladder Truck #5; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the new Rescue Engine is available from Pierce Manufacturing (of Appleton, Wisconsin) under the Sourcewell National Purchasing Plan; and

WHEREAS, under the Sourcewell pricing, the cost of the Rescue Engine is \$695,400; and

WHEREAS, the City is able to obtain a discount of \$25,820 from that price by prepaying for the Rescue Engine; and

WHEREAS, if the City waits until after February 16, 2021 to place the order for the Rescue Engine, the price of the Rescue Engine will increase by 3%; and

WHEREAS, although the City will not take possession of the replacement Rescue Engine until early 2022, it is in the best interest of the City to prepay for the Rescue Engine, and to do so before the 3% increase occurs; and

WHEREAS, the City intends to ultimately fund the purchase of the new Rescue Engine through its annual borrowing program; and

F&P

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project; and

WHEREAS, because the City is purchasing a Rescue Engine to replace a Ladder Truck, there is a need for some additional equipment - such as a computer router, a deluge/deck gun, fire hose, and a lock box for medications - which is more cost effective to purchase separately from the Rescue Engine; and

WHEREAS, the estimated cost of the additional equipment is \$15,250.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Pierce Manufacturing for the purchase of the Rescue Engine in the amount of \$669,580.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 022818-PMI, a copy of which is available at sourcewell-mn.gov.

BE IT FURTHER RESOLVED: That the Purchasing Agent is authorized to issue purchase orders for the additional equipment necessary for the operation of the new Rescue Engine.

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to \$685,105.00 from Account No. 40022100-641100 (Capital Project Fund - Vehicles - Fire Vehicles) to prepay for the Rescue Engine and to purchase the additional equipment necessary for the operation of the new Rescue Engine. Expenditures from Account No. 40022100-641100 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 48022100-641100 (2021 Capital Improvement Fund - Fire - Vehicles). In the event that the annual borrowing program provides less than \$685,105.00 for Account No. 48022100-641100, any shortfall may be paid from Account No. 40022100-641100. After the completion of the annual borrowing program, if the appropriate City officials

have drawn less than \$685,105.00 from Account No. 40022100-641100 for the prepayment of the Rescue Engine and the additional equipment necessary for the operation of the new Rescue Engine, any remainder may be - subject to the availability of funds - drawn from Account No. 48022100-641100 for the prepayment of the Rescue Engine and the additional equipment necessary for the operation of the new Rescue Engine.

My signature Nowhere

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

6.13

R. C. No. 303 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 314-18-19 by Finance and Personnel Committee and R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21
FAP



Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

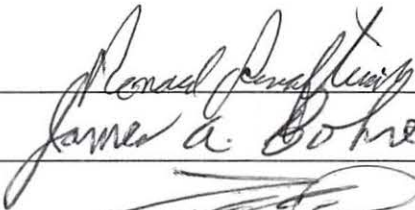
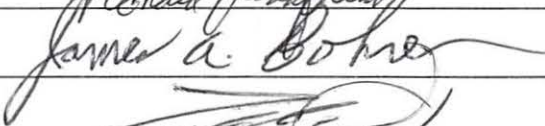

VI

5.10

R. C. No. 314 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 283-17-18 by Finance and Personnel Committee and R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

	_____
	_____
	_____
	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

VI

5.7

R. C. No. 283 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018-2019
4-8-19 refers to Finance +
Personnel of new council.*

James A. Sobiech

_____ Committee

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

Dated _____ 20____, _____, City Clerk
Approved _____ 20____, _____, Mayor


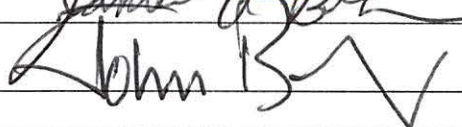
VI

5.7

R. C. No. 416- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance of the new council.

*Finance of
new Council
2018 Finance + Personnel
of new Council*

	_____
	_____
	Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

3.3

R. O. No. 199-16-17. By CITY CLERK. January 16, 2017.

Submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company.

Finance

City Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG
1731 S. 13th Street
Sheboygan, WI 53081

MARY A. HEITZMANN
2206 Sunflower Ave
Sheboygan, WI 53081

PLAINTIFFS,

v.

ANTHONY HAMILTON
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

BRANDON KEHOE
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
Chief Christopher Domagalski
828 Center Avenue
Sheboygan, WI 53081

WILSON MUTUAL INSURANCE COMPANY
C/O Registered Agent:
Christopher R. Bandt
1425 Memorial Drive
Manitowoc, WI 54220,

XYZ INSURANCE COMPANY
DEFENDANTS.

COMPLAINT

JURISDICTION

1. PLAINTIFFS bring this action pursuant to 42 USC §1983, and as a State law negligence cause of action, as more particularly described herein. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331.

2. Upon information and belief, each Defendant has at all times material hereto been a citizen and resident of the Eastern District of Wisconsin. The Defendants' conduct described below all took place in the Eastern District of Wisconsin. Venue in this action is appropriately in the U. S. District Court for the Eastern District of Wisconsin pursuant to U.S.C. §1391(b) (1) and (2).

PLAINTIFFS PLEAD

3. PLAINTIFF KURT KLESSIG is an adult individual residing at 1731 South 13th Street Sheboygan, WI 53081.

4. MARY HEITZMANN is an adult individual residing at 2206 Sunflower Avenue, Sheboygan, WI 53081.

5. Upon information and belief, ANTHONY HAMILTON is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

6. Upon information and belief, BRANDON KEHOE is an is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

7. Upon information and belief, the CITY OF SHEBOYGAN is a municipal body organized under and subject to the laws of the State of Wisconsin with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

8. Upon information and belief, at all times material hereto, the CITY OF SHEBOYGAN POLICE DEPARTMENT is a Department of the City of Sheboygan with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

9. Upon information and belief, at all times material hereto, WILSON MUTUAL INSURANCE COMPANY (Wilson) is a domestic insurance company doing business at 3330 Stahl Rd in Sheboygan, WI 53081.

10. Upon information and belief, Wilson may have paid worker's compensation benefits to the Plaintiff Kurt Klessig for the injuries caused to him by the Defendants and by reason of such payment Wilson may have a subrogated claim against the Defendants.

11. Upon information and belief, at all times material hereto, the City of Sheboygan and the City of Sheboygan Police Department are charged by the State of Wisconsin, Federal Law and the constitutions of the United States and of the State of Wisconsin with providing security and protection to the citizens and frequenters of the City of Sheboygan and to protect each citizen's constitutional right to life, liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

12. Upon information and belief, the XYZ INSURANCE COMPANY, (XYZ), is a foreign liability insurance company with its principal place of business located outside of Wisconsin and engaged in substantial, not isolated business in the State of Wisconsin. Prior to July 17, 2016 XYZ issued its policy of liability insurance providing liability insurance to the Defendants for their conduct as alleged herein. Such policy was in full force and effect at all times material hereto. By reason of such policy and the laws of the State of Wisconsin XYZ is a proper party Defendant hereto.

13. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because substantial Wisconsin and U. S. Constitution questions are involved.

14. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because any such administrative remedy is inadequate to avoid irreparable harm to the Plaintiffs.

15. Upon information and belief, each of the Plaintiffs have a constitutional right to life liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

16. Upon information and belief, on or about July 17, 2016 the Plaintiffs were present as innocent bystanders inside the Union Ave Tap, 1401 Union Avenue, Sheboygan, WI at which time an armed, masked robber entered the Union Ave Tap.

17. Upon information and belief, Plaintiff Kurt Klessig dialed 911 and contacted law enforcement authorities in the City of Sheboygan to advise that an armed robbery was in progress at the Union Ave Tap.

18. Upon information and belief, the law enforcement authorities of the City of Sheboygan radioed and advised two of its police officers, Officer Anthony Hamilton and Officer Brandon Kehoe, that an armed robbery was in progress at the Union Ave Tap.

19. Upon information and belief, at all times material hereto, Officers Hamilton and Kehoe were employees of the City of Sheboygan Police Department and were operating under color of law.

20. Upon information and belief, Officers Hamilton and Kehoe drove to the Union Ave Tap and approached the building knowing that an armed robbery was in progress inside the Union Ave Tap.

21. Upon information and belief, as they approached the Union Ave Tap Officers Hamilton and Kehoe were familiar with the interior layout of the Union Ave Tap including the entries and exits on the north side and southeast corner of the premises.

22. Upon information and belief, Officers Hamilton and Kehoe looked into the interior of the Union Ave Tap through a window and saw four individual innocent bystanders inside the bar and where they were located - one individual innocent bystanders seated at the video game machines on along the south wall, the Plaintiffs, located on either side of the bar at the south end of the bar, and one customer at the north end of the bar in a seated position.

23. Upon information and belief, Officers Hamilton and Kehoe observed the 4 innocent bystanders all looking towards the southeast exit from the Union Tap.

24. Upon information and belief, Officers Hamilton and Kehoe knew or should have known that the armed robber was approaching the southeast exit from the Union Tap.

25. Upon information and belief, Officers Hamilton and Kehoe could not see the armed masked robber and assumed that the armed masked robber was near the doorway at the southeast corner of the Union Ave Tap where the innocent bystander inside the Union Ave Tap were looking.

26. Upon information and belief, Officers Hamilton and Kehoe knew from the radio transmissions they received from the City of Sheboygan Police law enforcement authorities and from their observations through the window into the Union Ave Tap that immediate intervention in the armed robbery in progress in the Union Ave Tap was not required.

27. Upon information and belief, Officers Hamilton and Kehoe knew that they could have called for backup and waited, or taken cover and waited, until the armed masked robber exited the Union Ave Tap.

28. Upon information and belief, at no time did Officers Hamilton or Kehoe call for backup before proceeding.

29. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from calling for backup.

30. Upon information and belief, at no time did Officers Hamilton or Kehoe take cover and waited until the armed masked robber exited the premises through the southeast door.

31. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from taking a covered, secured position and waiting to confront the armed masked robber until the armed masked robber had completely exited the Union Ave Tap.

32. Upon information and belief, Officers Hamilton and Kehoe positioned themselves in front of the southeast exit door, expecting the armed robber to exit through that door.

33. Upon information and belief, as Officers Hamilton and Kehoe were so positioned, the armed masked robber opened the southeast door from the inside and began to exit.

34. Upon information and belief, Officers Hamilton and Kehoe then stepped in front of the door, confronted the robber and placed themselves in a direct line of fire at the armed masked robber and towards the innocent bystander Plaintiffs located inside the Union Ave Tap.

35. Upon information and belief, in so positioning themselves, Officers Hamilton and Kehoe knew or should have known that if they were compelled to fire towards the armed masked robber exiting the building through the southeast door, they would be firing directly towards the

innocent bystanders Kurt Klessig and Mary Heitzmann inside the Union Ave Tap.

36. Upon information and belief, Officers Hamilton and Kehoe then discharged their guns towards the robber and towards the innocent bystander Plaintiffs, Kurt Klessig and Mary Heitzmann.

37. Upon information and belief, in so positioning themselves, knowing that their line of fire towards the exiting armed masked robber required them to shoot towards innocent bystanders, the Plaintiffs, Officers Hamilton and Kehoe created an officer-created jeopardy by putting themselves in a position where they had no other option in confronting the armed masked robber other than to shoot towards innocent bystanders, the Plaintiffs Kurt Klessig and Mary Heitzmann.

38. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of the City of Sheboygan Police Department's rules and regulations.

39. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of every industry standard concerning police officers' discharging weapons under the circumstances described.

40. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was negligence.

41. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe in not calling for or waiting for backup, and not waiting for the armed masked robber left the premises and cleared the southeast doorway, and/or positioning themselves immediately outside the southeast exit doorway from Union Ave Tap would require that if they had to confront and shoot at the armed masked robber exiting that door, they would have to shoot directly towards innocent bystanders.

42. Upon information and belief, every reasonable police officer would understand that such conduct described in paragraphs 17-41 above would violate the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they are entitled to under the Due Process clause of the 14th Amendment of the United States Constitution.

43. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe described in paragraphs 17-41 above violate clearly-established, non-discretionary law, policies and procedures applicable to them as police officers in the City of Sheboygan.

44. Upon information and belief, the conduct of Officers Hamilton and Kehoe in not calling or waiting for backup, and not waiting until the armed masked robber left the premises and cleared the southeast exit doorway of the Union Ave Tap, and in positioning themselves immediately outside the southeast exit door from the Union Ave Tap such if they had to confront and shoot at the robber exiting the door, they would have to shoot directly towards innocent bystanders, the Plaintiffs, demonstrated reckless and callous indifference to the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they were entitled to under the due process clause of the 14th Amendment of the US Constitution which shocks the conscience.

45. Upon information and belief, the City of Sheboygan and the City of Sheboygan Police Department failed to provide training to Officers Hamilton and Kehoe which instructed them that under the circumstances described in ¶¶ 17-41 infra. they should call and wait for backup, should wait until the armed masked robber had come out of the Union Ave Tap and cleared the doorway of the southeast exit door of the Union Ave Tap before confronting the robber, and they should not position themselves such that

if they confronted the armed masked robber exiting the Union Ave Tap through the southeast exit doorway and were compelled to shoot at that robber, they would be also be shooting at the innocent bystander Plaintiffs inside the Union Ave Tap.

46. Upon information and belief, such failure by the City of Sheboygan and the City of Sheboygan Police Department to train Officers Hamilton and Kehoe amounts to a deliberate indifference to the rights of innocent bystanders, including Plaintiffs Kurt Klessig and Mary Heitzmann, to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

47. Upon information and belief, such conduct described above on the part of each of the Defendants was at all times material hereto done under the color of law and violated the constitutional rights of Kurt Klessig and of Mary Heitzmann to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

48. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot Plaintiff Kurt Klessig, causing him to incur severe, permanent physical and mental injury to Kurt Klessig, causing him to incur expenses in the past and which he reasonably believes he will continue to incur in the future on a permanent basis to treat such injuries, causing him to incur a permanent disability and disfigurement, causing him to incur a loss of earning capacity in the past and which he reasonably believes he will incur in the future on a permanent basis, causing him to incur severe permanent disfigurement, causing him to incur the loss of the ability to enjoy life, in an amount in excess of \$75,000.00.

49. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot towards Plaintiff Mary Heitzmann which caused her to fear for her life and to witness the bloody aftermath of their shooting of Plaintiff Kurt Klessig, which caused Plaintiff Mary Heitzmann severe permanent mental injury, causing her to incur expenses for the treatment of such mental injury in the past and which she reasonably believes she will incur on a permanent basis, causing her to incur a loss of income, and causing her to incur the loss of the ability to enjoy life, in an amount in excess of \$75,000.00.

FIRST CAUSE OF ACTION - NEGLIGENCE

50. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

51. Upon information and belief, such conduct on the part of each of the Defendants was negligence which caused compensatory damages to each of the Plaintiffs, entitling each of the Plaintiffs to judgment for such compensatory damages against each of the Defendants, jointly and severally, together with attorney's fees and taxable costs and disbursements.

SECOND CAUSE OF ACTION - 42 U.S.C. §1983

52. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

53. Upon information and belief, such conduct on the part of each Defendant was done under color of law and has diminished each Plaintiff's constitutionally-protected right to life, liberty and the pursuit of happiness guaranteed to them by the Due Process clause of the 14th Amendment of the Constitution of the United States, entitling each Plaintiff to

judgment against each Defendant, jointly and severally, for the Plaintiffs' compensatory damages, actual attorney's fees and costs.

WHEREFORE, Plaintiffs demand Judgment:

A. Under the FIRST CAUSE OF ACTION against each Defendant, jointly and severally, on behalf of each Plaintiff for such Plaintiffs' compensatory damages, together with attorney's fees and taxable costs and disbursements;

B. Under the SECOND CAUSE OF ACTION in favor of each Plaintiff against each Defendant, jointly and severally, for each Plaintiff's compensatory damages and actual attorney's fees and costs.

DEMAND IS MADE FOR A TRIAL IN THIS MATTER BY A 12 PERSON JURY.

Dated this 6th day of January, 2017.

ROBERT L. ELLIOTT
Attorney for Plaintiffs

/s/ ROBERT L. ELLIOTT
SEN: 1013862

P.O. ADDRESS:

735 North Water St., #1212
Milwaukee, WI 53202
414-225-9000
rle@attorneyelliott.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

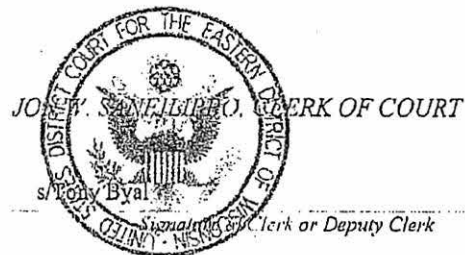
To: (Defendant's name and address) City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



Date: 01/10/2017

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*,

_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Anthony Hamilton
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

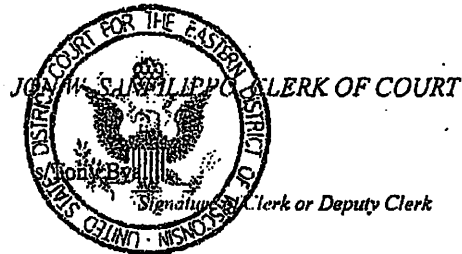
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 01/10/2017



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):*
Kurt Klessig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place):*

.....
..... ON *(date)* ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

....., a person of suitable age and discretion who resides there,

on *(date)*, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)*

who is designated by law to accept service of process on behalf of *(name of organization)*

..... on *(date)* ; or

I returned the summons unexecuted because ; or

Other *(specify):*

My fees are \$ for travel and \$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date:

.....
Server's signature

.....
Printed name and title

.....
Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Brandon Kehoe
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



Date: 01/10/2017

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

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Kurt Klessig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)* _____

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*
_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address


Additional information regarding attempted service, etc.:

6.14

R. C. No. 304 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 318-18-19 by Finance and Personnel Committee and R. C. No. 286-17-18 by Finance and R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21
FAP



Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

5.14

R. C. No. 318 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 286-17-18 by Finance and Personnel Committee and R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2019-2020*

<u><i>Richard P. Puffin</i></u>	_____
<u><i>James A. Bohrer</i></u>	_____
<u><i>[Signature]</i></u>	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

5.11

R. C. No. 286 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

*Finance Personnel
2018/2019
4-8-19 refer to Finance
Personnel of new council.*

James A. Bohm
[Signature]

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. 242 - 17 - 18. By CITY CLERK. December 4, 2017.

Submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan.

*Finance + Personnel
Finance + Personnel
of new Council*

CITY CLERK

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8TH STREET
BENTONVILLE, ARKANSAS 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

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

Process Server *R. M. [Signature]*
Date *11/30/17* Time *11:00* A.M. - P.M.
Served Upon *Susan Richards*
828 Center Avenue Sheboygan
 Personal Substitute
 Posted Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose

address is 615 N. Sixth Street, Sheboygan, Wisconsin 53081-4612, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:

Electronically signed by Russell J. Karnes

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414/271-1440

NATIONAL TRIAL COUNSEL
Robert A. Hill (Minn. Lic. #217165)
ROBERT HILL LAW, LTD
1339 County Road D East
Maplewood, MN 55109
(952) 426-7373 - Phone
bob@roberthilllaw.com

civil/Walmart - City of Sheboygan/P//2017/Summons

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000816
Honorable Kent
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8th STREET
BENTONVILLE, AR 72716,

Plaintiff,

v.

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

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

COMPLAINT

Plaintiff Wal-Mart Stores, Inc. ("Walmart"), by its undersigned counsel, Christopher L. Strohbahn and Russell J. Karnes, Gimbel, Reilly, Guerin & Brown LLP, and Robert A. Hill and Robert Hill Law, Ltd., for its complaint against Defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under WIS. STAT. §74.37(3)(d), for a declaration by this court that the 2017 fair market value with respect to the parcel of real property in the City known as parcel # 59281479120 ("the Property"), is no more than \$9,689,490, and, if

necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2017, plus statutory interest.

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

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

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

Background Facts

5. The 2017 Total Estimated Fair Market Value ("EFMV") of the property was set by the City Assessor's office at \$13,265,000.

6. Walmart timely filed an objection to the 2017 assessment of the Property with the City's Board of Review ("BOR") pursuant to WIS. STAT. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of WIS. STAT. §70.37(3). See attached Exhibit "A".

7. Based on the BOR's Waiver determination, WIS. STAT. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was received by Walmart's agent-in-fact, Paradigm Tax Group, on September 28, 2017.

First Claim for Relief – Excessive Tax Assessment

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

9. The fair market value of the Property as of January 1, 2017 was no higher than \$9,689,490.

10. The 2017 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2017 was excessive.

11. Upon information and belief, the 2017 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

12. Walmart is entitled to a refund of 2017 as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Declaratory Judgment

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

14. As alleged above, the City's BOR delegated its authority to determine the 2017 EFMV for the Property to this court for its determination.

15. An actual and justiciable controversy exists as to Walmart's right to a reduction in its 2017 EFMV as set forth in WIS. STAT. §70.47.

16. Walmart seeks a declaratory judgment construing WIS. STAT. §70.47 to mandate a reduction in its 2017 EFMV for the Property from \$13,265,000 to \$9,689,490, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

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

WHEREFORE, plaintiff Walmart, seeks the following relief:

A. A determination that the total estimated fair market value of the Property as of January 1, 2017 was no higher than \$9,689,490.

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

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

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:

Electronically signed by Russell J. Karnes

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grglaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

**330 East Kilbourn Avenue
Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440**

DOCUMENT DRAFTED BY
NATIONAL TRIAL COUNSEL
Robert A. Hill (Minn. Lic. #217165)
ROBERT HILL LAW, LTD
1161 Wayzata Blvd E, #399
Wayzata, MN 55391
(952) 426-7373 - Phone
bob@roberthilllaw.com

civil/Walmart - City of Steboygan/P//2017/Complaint

Request for Waiver of Board of Review (BOR) Hearing

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

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

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

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores Inc.	Agent name (if applicable)* Brendan Douylliez/Robert Hill
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Paradigm Tax Group 30 N. LaSalle #3520 Chicago, IL 60602
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (312) 252 - 0322 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address bdouylliez@paradigmatx.com

Property address 3711 S. Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number 59281479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 13,265,000	
Property owner's opinion of value \$ 9,689,490	
Basis for request Take matters directly to Circuit Court	
Date Notice of Intent to Appear at BOR was given 6-13-17	Date Objection Form was completed and submitted 6-13-17

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


Requestor's / Agent's Signature

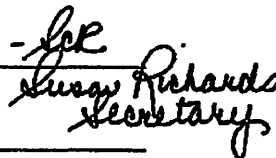
*If agent, attach signed Agent Authorization Form, PA-105

Decision

Approved Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for Waiver of BOR hearing at their June 21, 2017 meeting.


Board of Review Chairperson's Signature


- for
Susan Richards
Secretary

6/21/17
Date

Taxpayer advised 9/28/17
Date

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing
Notice

Case No. 2017CV000616
Class Code: Money Judgment

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000616 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 4a1755

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

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

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

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

11-22-2017
Date


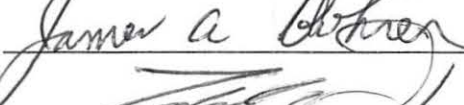

VI

5.23

R. C. No. 327 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 101-18-19 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

	_____
	_____
	_____
	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

3.1

R. O. No. 101 - 18 - 19. By CITY CLERK. August 20, 2018.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

*Finance + Personnel
48.19 refers to Finance + Personnel of new Council*

CITY CLERK

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

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

Defendant.

Case No.: 18-CV-~~18~~ AUG 13 '18 PM 2:47
Case Code: 30301
(Money Judgment: Over \$10,000)

Process Server *RAM*
Date: 8/13/18 Time: 2:27 am/pm
 Personal Substitute
 Posted Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

Process Server
Date: _____ Time: _____
() Subtitle
() Corporate

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

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414/271-1440

civil/Walmart/Walmart-Shaboygan-City/p-2018/summons2018-08-09

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

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

Defendant.

COMPLAINT

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

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2018 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than \$6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2018, plus statutory interest.

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

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

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

Background Facts

5. The 2018 value of the Property was set by the City Assessor's office at \$13,265,000.

6. Walmart timely filed an objection to the 2018 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Based on the BOR's Waiver determination, Wis. Stat. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was provided to Walmart's agent-in-fact, Paradigm Tax Group, on June 12, 2018.

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

First Claim for Relief - Excessive Tax Assessment

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

10. The value of the Property as of January 1, 2018 was no higher than \$6,250,000.

11. The 2018 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2018 was excessive.

12. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

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

14. The value of the Property as of January 1, 2018 was no higher than \$6,250,000.

15. Upon information and belief, the 2018 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

16. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief - Declaratory Judgment

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

18. As alleged above, the City's BOR delegated its authority to determine the 2018 value of the Property to this Court for its determination.

19. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2018 value of the Property as set forth in Wis. Stat. §70.47.

20. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2018 value of the Property from \$13,265,000 to \$6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

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

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2018 was no higher than \$6,250,000 and Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

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

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

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414/271-1440

tc/Walmart/Walmart-Sheboygan-City/p-2018/complaint2018-08-09

Request for Waiver of Board of Review (BOR) Hearing

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

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

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

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores Inc	Agent name (if applicable) * Brendan Douylliez/Robert Hill
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Paradigm Tax Group 30 N LaSalle St. #3520 Chicago, IL 60602
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (312) 252 - 0322 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address bdouylliez@paradigmatx.com

Property address 3711 S Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number 59281479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 13,265,000	
Property owner's opinion of value \$ 6,250,000	
Basis for request Pending Matters in Circuit Court for 2017	
Date Notice of Intent to Appear (NOI) was given 06 - 04 - 2018	Date Objection Form was completed and submitted 06 - 04 - 2018

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

Brendan Douylliez
Requestor's / Agent's Signature

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

Decision

Approved Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for waiver of BOR hearing at their June 12, 2018 meeting.

Robert Hill
Board of Review Chairperson's Signature

MD Muedter
City Clerk

6/12/18
Date

Taxpayer advised _____
Date



Wal-Mart Stores, Inc. vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2018CV000441

Class Code: Money Judgment

FILED

08-09-2018

Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2018CV000441 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 8389de

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

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

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

BY THE COURT:

Electronically signed by Melody Lorge

Clerk of Circuit Court

08-09-2018

Date

6.16

R. C. No. 306 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 338-18-19 by Finance and Personnel Committee and R. O. No. 203-18-19 by City Clerk submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21
FTP

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

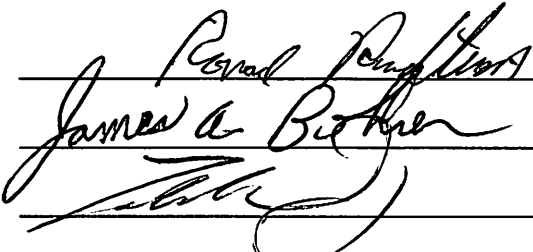
VI

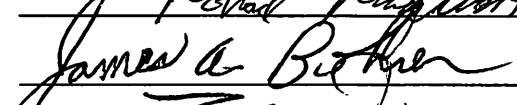
5.34


R. C. No. 338 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 203-18-19 by City Clerk submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

*Finance & Personnel
2019-2020*







 _____ 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

III

R. O. No. 203 - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan.

*Finance + Personnel
4-8-19 refer to Finance
+ Personnel of new council*

CITY CLERK

7:18 PM 1:21
DEC 17 '18 PM 1:22
FILED

12-13-2018

Sheboygan County

Clerk of Circuit Court

2018CV000671

Honorable Angela W. Sutkiewicz

Branch 3

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703
Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083

CASE NO.:

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Pr... by Server
Date 12/17/18 Time: 1:20 am/pm
 Personal Substitute
 Posted Corporate
Government

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Clerk of Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 909 North 8th Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703
Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083-4614

CASE NO.:

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Defendant.

COMPLAINT

Plaintiff Accurate Repairs, LLC, through its attorneys, Rohde Dales LLP, as a Complaint against Defendant, states as follows:

1. Plaintiff Accurate Repairs, LLC (“Accurate Repairs”), is a Wisconsin Limited Liability Company with its principal place of business located at 1509 North Avenue, Sheboygan, Wisconsin.

2. Defendant City of Sheboygan (“the City”) is a Wisconsin Municipal Corporation with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Accurate Repairs owns commercial real estate located at 1509 North Avenue, Sheboygan, Wisconsin.

4. On or about November 13, 2018, the City served a jurisdictional offer on Accurate Repairs. A copy of the jurisdictional offer is attached to this complaint as Exhibit A and is incorporated herein by reference.

5. The jurisdictional offer states that the City proposes to purchase a portion of Accurate Repairs's commercial real estate for Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollars (\$34,125.00).

6. Of the Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollar (\$34,125.00) offer, a Twenty Thousand and 00/100 Dollar (\$20,000.00) portion is allocated to severance damages and a Fourteen Thousand One Hundred Twenty-Five Dollar (\$14,125.00) portion is allocated to the taking of a temporary limited easement.

7. The jurisdictional offer provides no payment for the market value of the property remaining after the partial taking of Accurate Repairs's property.

8. The City's taking of the portion of Accurate Repairs's property described in the jurisdictional offer will make the rest of Accurate Repairs's property an uneconomic remnant because the property remaining is of such size, shape, or condition as to be of little value or of substantially impaired economic viability.

9. Per Wis. Stat. § 32.05(3m) and *Waller v. American Transmission Co., LLC*, 2013 WI 77, 350 Wis. 2d 242, the City must offer to purchase the remaining portion of Accurate Repairs's property.

10. The city has failed to do so, as the jurisdictional offer provides no payment for the market value of the property remaining (that is, the uneconomic remnant) after the partial taking of Accurate Repairs's property.

WHEREFORE, Plaintiff Accurate Repairs, LLC, demands judgment against Defendant City of Sheboygan, as follows:

- A. For an order declaring that the portion of the Plaintiff's property not covered by the Defendant's jurisdictional offer is an uneconomic remnant and requiring the Defendant to condemn the entirety of the Plaintiff's property and pay just compensation therefor;
- B. For litigation expenses pursuant to Wis. Stat. § 32.28;
- C. For costs and disbursements of this action; and
- D. For such other and further relief as the court deems just and equitable.

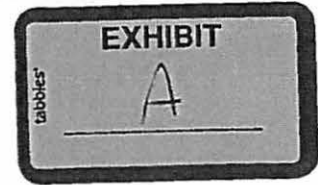
PLAINTIFF HEREIN DEMANDS TRIAL BY A 6-PERSON JURY.

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874



JURISDICTIONAL OFFER

Ipa1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
November 13, 2018

To
Accurate Repairs Acquisition, LLC, Bank First National hereinafter referred to as Owner.

Relocation Order Date July 27, 2018	Relocation Order Filed in the office of the County Clerk	County Sheboygan	Public Purpose for Property North Ave. Reconstruction
--	---	---------------------	--

City of Sheboygan hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:

Thirty Four Thousand One Hundred Twenty Five and no/100 dollars | \$ 34,125.00
within 60 days from the acceptance of this offer.

- A. The said property, and/or rights as described, are required by the City of Sheboygan for the public purpose stated above, as more fully described in City of Sheboygan Relocation Order, date and place of filing specified above. The City of Sheboygan in good faith intends to use the above-described property for such public purpose.
- B. The City of Sheboygan proposes to occupy and the Owner will vacate the premises on December 11, 2018 (date).
- C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a) Loss of land, including improvements and fixtures actually being acquired	\$
(b) Damages caused by loss of existing rights of access	\$
(c) Damages caused by loss of air rights	\$
(d) Damages caused by loss of legal nonconforming use	\$
(e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	\$ 20,000.00
(f) Damages to property abutting on a highway right of way due to change of grade	\$
(g) Cost of fencing reasonably necessary to separate land taken from remainder	\$
(h) Market value of uneconomic remnant	\$
(i) Other – Temporary Limited Easement, Highway Easement, Paving	\$ 14,125.00
- Compensation for additional items of damage listed in s.32.19 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.
- D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner.
- E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to December 4, 2018; and the offer and acceptance must be delivered to Purchaser at 2026 New Jersey Ave., Sheboygan, WI 53081 not later than regular office closing time on December 4, 2018, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on December 4, 2018.
- F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.
- G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the

date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s.32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. Owner's right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemner and these costs are defined in Ch. 814 of Wisconsin Statutes.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 60 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 60-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.
- N. If all persons or entities designated as Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s).
- P. This offer, if accepted by Owner, shall constitute a binding contract.

Randy Moss
Moss & Associates, LLC
Negotiator/Consultant for City of Sheboygan
 Title

If owner is not a firm or corporation, check and sign here:

Accepted Rejected

If owner is a firm or corporation, check and sign here:

Accepted Rejected

Accurate Repairs Acquisition, LLC
 Name of firm or corporation

 Officer Signature Date

 Title

 Officer Signature Date

 Title

 Owner Signature Date

 Owner Signature Date

 Owner Signature Date

 Owner Signature Date

Legal Description**Highway Easement:**

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin containing 0.013 acres of land and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N24°03'49"W, 54.09 feet to the South right-of-way line of North Avenue; Thence, S89°33'59"E, 22.27 feet along said North right-of-way line to the East line of said Lot 41; Thence, S00°15'11"W, 49.22 feet along said East line to the Point of Beginning.

Temporary Limited Easement:

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N 89° 44' 49" W, 5.00 feet along the South line of said Lot 41; Thence, N 24° 39' 56" W, 41.39 feet; Thence N 89° 33' 59" W, 27.60 feet to the start of a 444.41 foot radius curve to the right; Thence 50.08 feet along the arc of said curve with a chord distance of 50.05 feet which bears N 86° 20' 18" W; Thence N 00° 15' 11" E, 12.25 to the South right-of-way line of North Avenue and the start of a 378.50 foot radius curve to the left; Thence 50.17 feet along the arc of said curve and said North right-of-way line with a chord distance of 50.14 feet which bears S 85° 46' 12" E; Thence, S 89° 33' 59" E, 49.98 feet along said North right-of-way line to the East line of said Lot 41; Thence, S 00° 15' 11" W, 49.22 feet along said East line to the Point of Beginning.

Containing 0.037 acres of land more or less

This easement shall terminate upon completion of the construction project for which this instrument is given.

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN COUNTY**

Accurate Repairs, LLC vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2018CV000671

Class Code: Unclassified

FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W.
Sutkiewicz
Branch 3

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2018CV000671 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: fdeba5

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

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

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

Sheboygan County Circuit Court
Date: December 14, 2018

6.18

R. C. No. 308 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 71-19-20 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-21
FHP

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

4.3

R. O. No. 71 - 19 - 20. By CITY CLERK. September 3, 2019.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

*Finance
Personnel*

CITY CLERK

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

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

Defendant.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

AUG 28 '19 AM 8:31

Process Server *PAK*
Date 8/25/19 Time 8:25 am/pm
 Personal Substitute
 Posted Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

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

Dated this 23rd day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbahn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbahn@grglaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

civil/Walmart/Walmart-Sheboygan-City/p-2019/summons2019-08-20

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

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

Defendant.

Case No.: 19-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

COMPLAINT

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

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2019 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than \$6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2019, plus statutory interest.

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

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

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

Background Facts

5. The 2019 value of the Property was set by the City Assessor's office at \$13,265,000.

6. Walmart timely filed an objection to the 2019 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). Notice of that waiver was received on August 20, 2019. See attached Exhibit A.

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

First Claim for Relief - Excessive Tax Assessment

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

9. The value of the Property as of January 1, 2019 was no higher than \$6,250,000.

10. The 2019 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2019 was excessive.

11. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

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

13. The value of the Property as of January 1, 2019 was no higher than \$6,250,000.

14. Upon information and belief, the 2019 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief - Declaratory Judgment

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

17. As alleged above, the City's BOR delegated its authority to determine the 2019 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2019 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2019 value of the Property from \$13,265,000 to \$6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

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

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2019 was no higher than \$6,250,000.

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

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

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

Dated this 23rd day of August, 2019.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grglaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

tc/Walmart/Walmart-Sheboygan-City/p-2019/complaint2019-08-20

Request for Waiver of Board of Review (BOR) Hearing

Section 74.47 (3m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (3) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

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

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

Municipality City of Sheboygan		County Sheboygan	
Requestor's name Wal-Mart Stores Inc.		Agent name (if applicable) Christopher L. Strohbahn / Russell J. Karnes	
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712		Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E Kilbourn Ave., Milwaukee, WI 53202	
Requestor's telephone number (479) 204 - 3835		<input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 1400
Requestor's email address Brandon.Caplena@walmart.com		Agent's email address cstrohbahn@grgblaw.com / rkarnes@grgblaw.com	
Property address 3711 S. Taylor Dr., Sheboygan, WI 53081			
Legal description or parcel number 59281-479120			
Taxpayer's assessment as set forth on the assessor's notices & determined due to waiving of BOR hearing \$ 13,265,000			
Property owner's opinion of value \$ 6,250,000			
Basis for request To take matter directly to circuit court as cases regarding prior assessments are currently pending in circuit court			
Date Notice of Intent to Appear at BOR was given 05 - 23 - 2019		Date Objection Form was completed and submitted 05 - 23 - 2019	

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

Requestor's Agent's Signature

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

Decision

Approved Denied

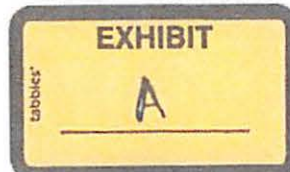
Reason

Boards of Review Chairperson's Signature

Taxpayer advised

Date

PA-3 (3/9/14)



Wisconsin Department of Revenue

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing
NoticeCase No. 2019CV000444
Class Code: Money JudgmentFILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L.
Persick
Branch 4CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2019CV000444 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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Pro Se opt-in code: 54b574

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

Sheboygan County Circuit Court
Date: August 26, 2019

OFFICE OF THE CITY CLERK

2020 ANNUAL REPORT

Many of the accomplishments in the Office of the City Clerk can be found in the day-to-day activities that focus on providing excellent customer service and information to the citizens of the City of Sheboygan. The office frequently provides front reception to residents and visitors and directs many incoming telephone inquiries. The following are just a few of the accomplishments achieved by the Office of the City Clerk in 2020:

COMMITTEES/COMMISSIONS/BOARDS

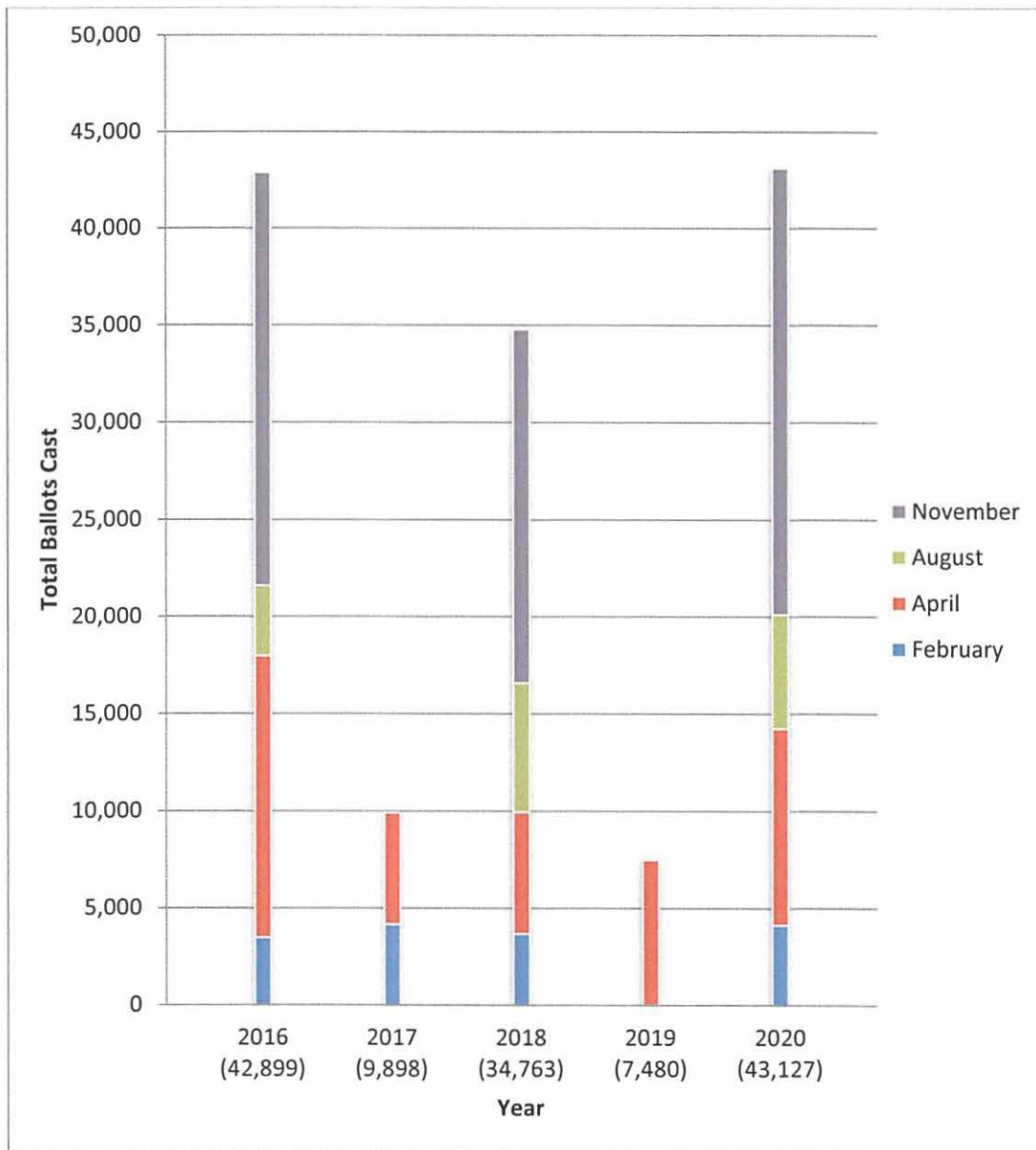
- Distributed agendas and minutes for all city Committees/Commissions/Boards.
- Created Common Council agendas.
- Processed Council documents (acquired signatures, prepared minutes, published the synopsis and legal notices, updated the Municipal Code, etc.).
- Archived Common Council documents.
- Maintained listings and official originals of 208 Resolutions and 40 Ordinances.

ELECTIONS

- Administered 4 elections.
 - 3 elections in the middle of a pandemic.
 - Processed an increase of absentee ballot requests by 61% in April, 38% in August, and 31% in November over similar voter turnout in 2016.
- Trained and employed 200+ election inspectors (over 100 new inspectors in 2020).
- With assistance from DPW; ordered, installed, and maintained new ballot drop box at Mead Public Library.
- Secured grant funds from Wisconsin Election Commission and CARES act to offset most of the increased cost of the elections.
- Secured PPE for all poll workers including face shields, safety glasses, gloves, masks, sanitizer, and gowns.
- Maintained and adjusted 8 polling places to accommodate the 26 voting wards in the City of Sheboygan throughout the pandemic.
 - Communicated with voters the changes through local media, social media, and mailings.
 - Established safe voting polls with the use of signage, masks, hand washing/sanitizing stations, clean pens, disinfected voting spaces, use of all polling locations to promote social distancing criteria.
- Continued use of new voting equipment from Clear Ballot, while providing feedback for improvements.
- Conducted audit of voting equipment on 2 wards after the General Election.
- Processed 7,504 voter registrations.

ELECTIONS (continued)

- Total Ballots cast for 2016, 2017, 2018, 2019, and 2020 are listed below:

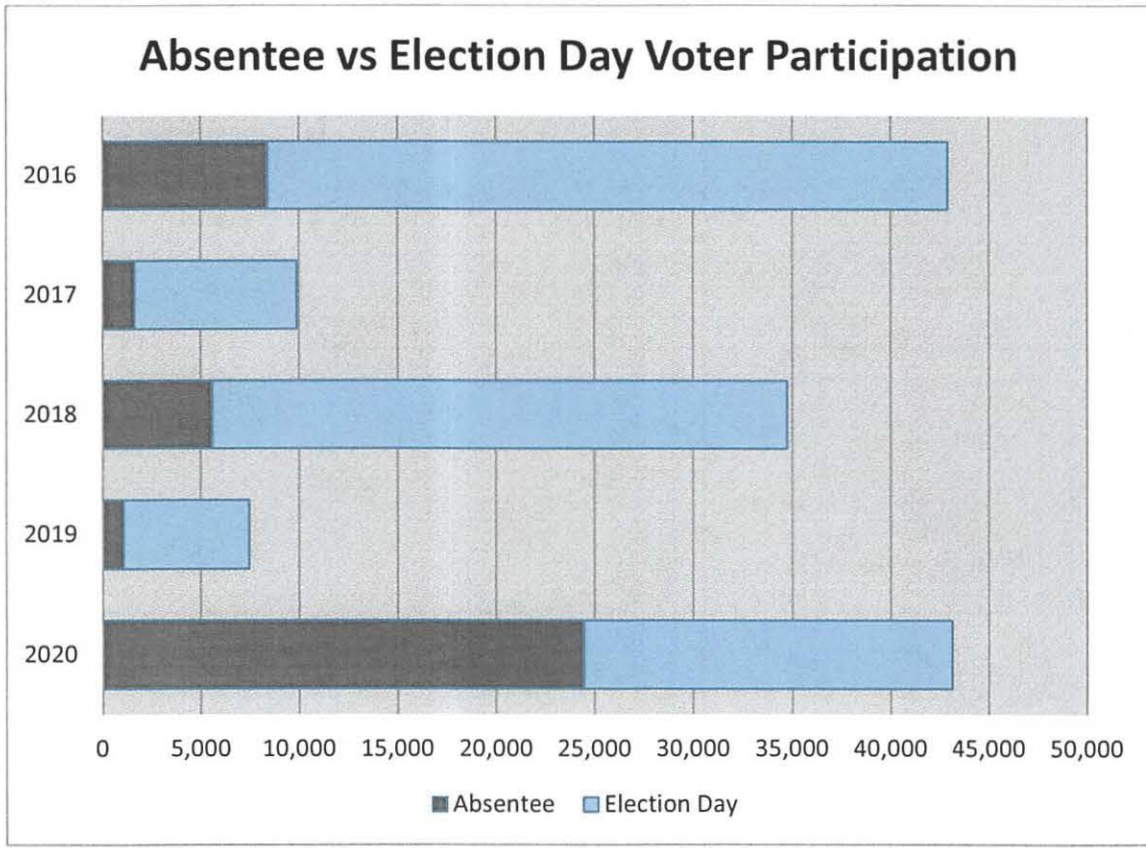


Key:

	February	April	August	November
2016	3,454	14,508	3,623	21,314
2017	4,142	5,756		
2018	3,658	6,283	6,640	18,182
2019		7,480		
2020	4,109	10,130	5,857	23,031

ELECTIONS (continued)

- Absentee vs. Election Day Participation:



Key:

	Absentee	Election Day	Total	% of Absentee Ballots Cast
2016	8,399	34,500	42,899	19.6%
2017	1,638	8,260	9,898	16.5%
2018	5,573	29,190	34,763	16.0%
2019	1,059	6,391	7,450	14.2%
2020	24,453	18,674	43,127	56.7%

LICENSES/PERMITS

- Processed and issued the following applications/licenses:

ALCOHOL RELATED LICENSES	2016	2017	2018	2019	2020
"Class A" Intoxicating Liquor	10	12	11	14	13
Class "A" Fermented Malt Beverage	57	49	47	44	40
"Class B" Intoxicating Liquor	121	116	112	112	112
Class "B" Fermented Malt Beverage	148	145	138	131	134
"Class C" Wine	13	12	13	9	10
Special B Picnic	81	59	69	78	27
Beverage Operator	729	690	708	726	589
Provisional Beverage Operator	411	279	159	159	101

ADDITIONAL PERMITS/LICENSES (List not all-inclusive)	2016	2017	2018	2019	2020
Taxi Driver	89	98	93	109	85
Provisional Taxi Driver	41	45	41	38	4
Massage Establishment	22	28	26	24	24
Cigarette	70	66	61	59	56
Commercial Operator	49	71	64	54	50
Residential Alarm	128	108	121	128	133
Commercial Alarm	318	345	344	361	353
Alarm Business	14	28	19	21	18
Transient Merchant	17	16	19	17	15
Mobile Food Vendor	14	17	20	26	25
*Sidewalk Café	7	8	7	6	15

*Added new for 2020. The Clerk's office worked with elected officials and various other City departments to develop ways to assist small businesses through the pandemic. Assisting restaurants to utilize sidewalk/City space to conduct their business outside was one of those ideas. Sidewalk Café licenses were issued free of charge for the 2020-2021 license year.

Survey Results

COMMON COUNCIL:

Measurements

Effectiveness

Resident Satisfaction Rating

2016 Actual	2017 Actual	2018 Actual	2019 Actual	*2020 Actual
81%	76%	73%	73%	79%

CITY CLERK:

Measurements

Effectiveness

Resident Satisfaction Rating

2016 Actual	2017 Actual	2018 Actual	2019 Actual	*2020 Actual
96%	92%	94%	94%	88%

*2020 percentage not based on same rating scale as previous years.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Annual report for the Office of City Clerk for the period commencing January 1, 2020 and ending December 31, 2020.

REPORT PREPARED BY: Meredith DeBruin, City Clerk

REPORT DATE: February 2, 2021

MEETING DATE: February 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

This report includes data for the Office of the City Clerk (including Elections, Common Council and City Clerk) reflecting the performance for the period commencing January 1, 2020 and ending December 31, 2020. It also includes five years of historical data for comparison.

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

Annual Report.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Department of City Development 2020 Annual Report

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: February 1, 2021

MEETING DATE: February 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Department of City Development is made of two divisions, Planning and Development division that reports to the Finance and Personnel Committee and Building Inspection that works to Licensing, Hearings and Public Safety. Attached for review and acceptance is the 2020 Department Annual Report. A lot of staff time in 2020 was spent on CARES Act funding and administration of the Community Development Block Grant- COVID (CDBG-CV) funds received from HUD. Planning and Development has also released two new programs in 2020; façade and landscaping program and Upper Floor Residential Rehabilitation Program.

A few milestones were with the approval of the Stonebrook Subdivision and the addition of 174 single family lots. This is the first single family subdivision in the city in over 20 years.

Addition of new affordable housing units at Badger State Lofts totaling 118 units as well as the start of the construction of the Oscar Apartments with a value of \$47 million.

STAFF COMMENTS:

None

ACTION REQUESTED:

Discussion only.

ATTACHMENTS:

- I. 2020 Annual Report



City Development

2020 Annual Report

The Department of City Development Annual Report outlines accomplishments regarding development activity, trends, and departmental initiatives.



DIVISION PROFILE: PLANNING AND DEVELOPMENT

Mission Statement

Actively promote a diverse, safe, and dynamic community and enhance the living, working, and recreational choices for all Sheboygan citizens and visitors.

Vision Statement

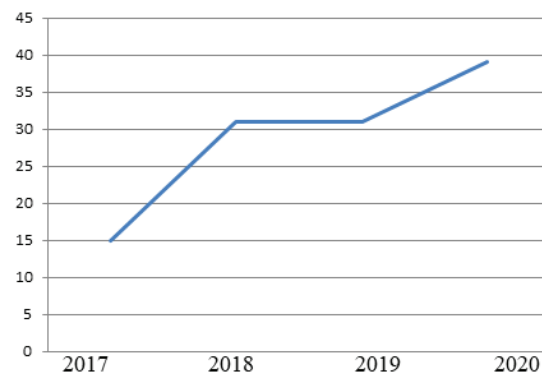
The vision of Planning and Development is to take a leadership role in creating opportunities for our City to continue to grow and sustain our diverse communities that define and give Sheboygan its unique character.



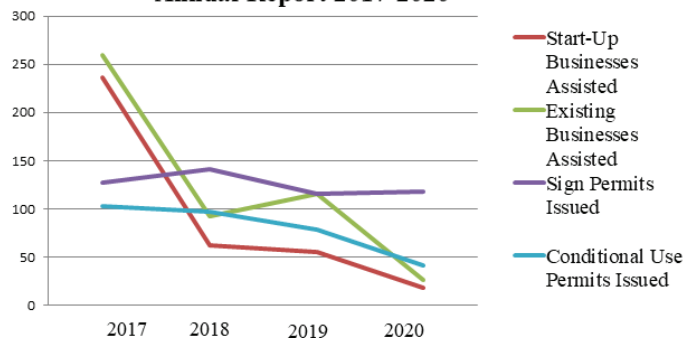
The Planning and Development Division provides:

- Conditional use permits
- Site plan approval
- Zoning information and letters
- Home occupation approval
- Landscape plan review and approval
- Neighborhood association support
- GIS mapping services
- CDBG grant management
- Business loans
- Housing rehabilitation loans
- Grant writing
- Grant disbursement and management
- Plan/report writing and document design
- Sustainability initiative coordination
- Sign permits
- Economic development services
- Business Improvement District support
- Green Tier Legacy Community representation
- Neighborhood planning services
- Landlord Training administration
- Visit Sheboygan support

Total Comprehensive Plan Ordinances Inacted 2017-2020



Annual Report 2017-2020



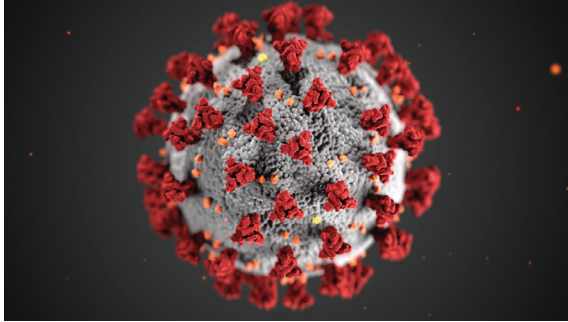
Planning and Development Division Boards, Commissions, and Committees

- Architectural Review Board
- City Plan Commission
- Redevelopment Authority
- Housing Rehabilitation Loan Commission
- Historic Preservation Commission
- Sustainable Sheboygan Task Force
- Common Council
- Board of Zoning Appeals
- Joint Review Board

Planning and Development staff coordinates meetings and provides these committees with professional reports and recommendations.

PLANNING AND DEVELOPMENT COVID-19

The United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020. Included in this act was additional Community Development Block Grant (CDBG) funds that the City Development Department administered on behalf of the City of Sheboygan. The City, under CDBG-CV1 allocation, received \$539,956. The Common Council allocated \$420,000 of these funds to a new Small Business Emergency Assistance Program to provide assistance to microenterprise businesses with five or fewer employees. The remaining funds were provided to non-profit agencies affected by the pandemic and used for city administration expenses.



The City received an additional allocation of \$230,211 known as CDBG-CV3 funding. This funding was provided to our partner Lakeshore CAP to administer a mortgage/utility assistance program for low to moderate income homeowners in the city to be launched February 2021.

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Small Business Emergency Assistance Program

The Small Business Emergency Assistance Program was rolled out as a way to help small businesses during the pandemic. The funds for this program were part of the CARES Act. The City was able to assist 17 businesses in 2020 with five or less employees with making payroll, marketing, rent, inventory, and utility bills businesses may have struggled to pay while business was down due to COVID. One of those businesses was Sheboygan Board and Brush. Jodi Lamers, owner, had this to say about the program. “The City of Sheboygan helped us during the pandemic with a grant to help us keep our doors open and our staff employed. As a family owned small local business, we are grateful for the help”.



Sheboygan Board and Brush

Public Service Grants

With the first round of CARES Act funding, the City awarded grants to four Sheboygan nonprofit organizations, totaling \$38,963, to deal with the effects of COVID-19. The agencies funded include Habitat for Humanity, who offer foreclosure prevention; Meals on Wheels, who safely provided food to our City’s most vulnerable residents; the Sheboygan County Food Bank, to meet increased food insecurity and demand for services; and the Family Services Association, who assisted those affected by the pandemic with budget counseling and financial assistance. The City is currently working to provide additional investment in area organizations, as part of the second and third rounds of CARES Act funding.



Sheboygan County Food Bank

PLANNING AND DEVELOPMENT ECONOMIC DEVELOPMENT

FOCUS ON HOUSING OPTIONS

Over the past few decades most of Sheboygan's housing growth has occurred in the surrounding townships. In 2015, newly hired young professionals were telling local employers that the lack of modern urban housing was creating challenges for young professionals to accept a position in the local market. Sheboygan's housing market has not kept pace with the increased demand brought on by new residents.

In 2020, three projects will help with the mid-sized affordable housing options and they include:

Stonebrook Crossing Subdivision (median home price of approx. \$250,000)

Badger State Lofts (Rents from \$628 to \$1165)

South Pier Condominiums (Average cost \$350,000)

Stonebrook Crossing Subdivision

Stonebrook Crossing Subdivision is located south of Fox Meadows Subdivision between South Business Drive and Moenning Road. A preliminary plat has been approved for this subdivision addition which consists of 64 acres, 131 lots, which will be completed

in two phases. This subdivision will include a mix of lot sizes.



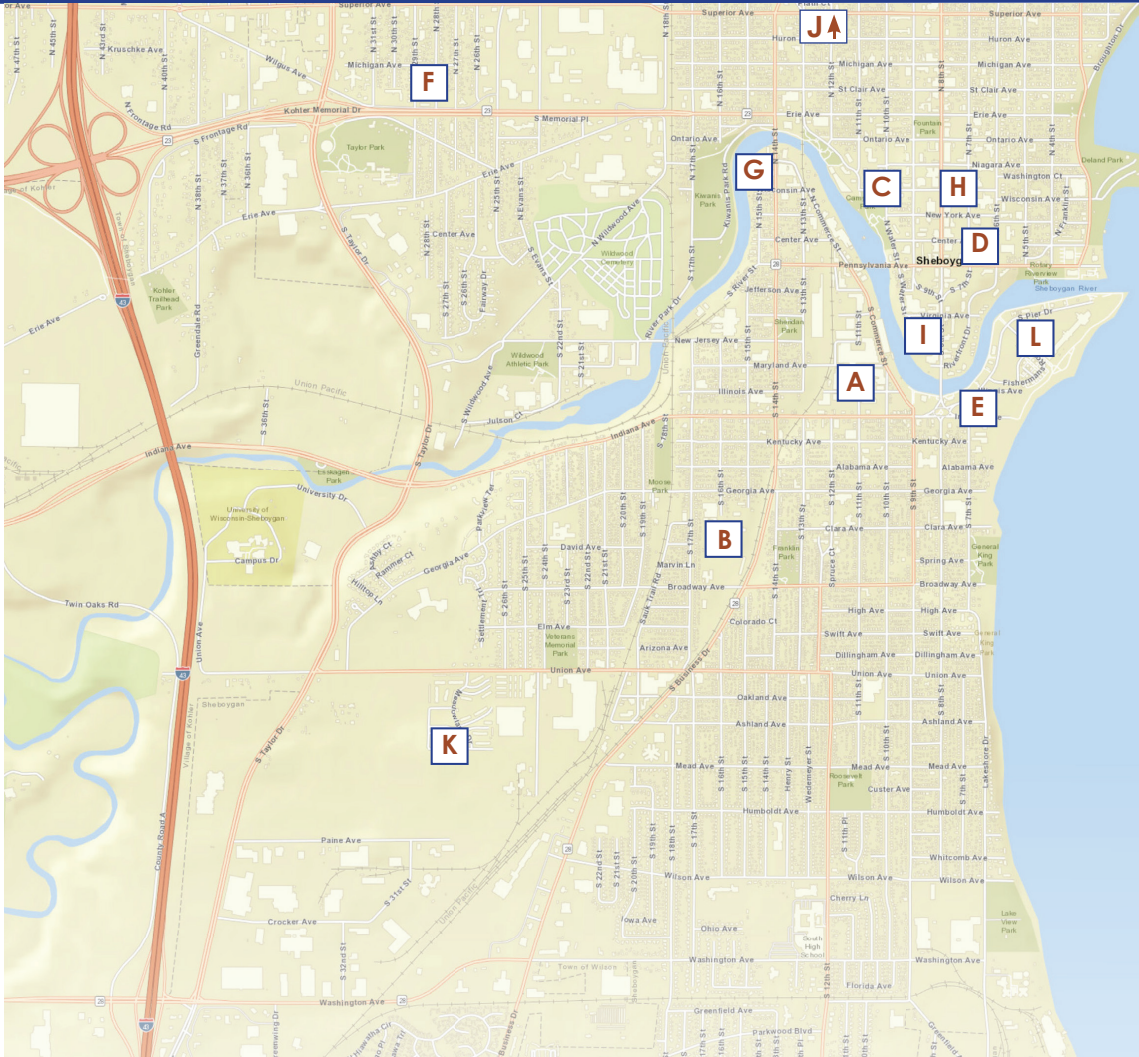
Affordable Housing Market Study

The City of Sheboygan has retained MSA Professional Services, a Madison consulting firm, to assist with the study. Set to be completed by April 2021, the study includes three core activities: data collection, gathering stakeholder input, and the production of a final report. The study will help answer important questions like "What are the unmet housing demands in the city today", "How will current market demand evolve for affordable housing over the next 5-10 years" and "What strategies can be implemented to fill affordable market gaps and guide the location of new housing". In 2020, MSA completed an online survey that garnered 745 responses and completed 12 stakeholder interviews.



PLANNING AND DEVELOPMENT ECONOMIC DEVELOPMENT

CONTINUED FOCUS ON HOUSING OPTIONS



Project	Approximate Value	Units	Type	
Badger State Lofts	\$30,500,000	118	Affordable - Section 42	A
The Oscar	\$47,000,000	248	Market Rate	B
Kingsbury Village	\$6,000,000	33	Market Rate	C
7Penn Apartments	\$13,000,000	66	Market Rate	D
South Pier Riverfront Condominiums	\$6,100,000	21	Condominium	E
The Luxe Apartments	\$8,000,000	48	Market Rate	F
Water's Edge Condominium Complex	\$7,000,000	32	Condominium	G
Encore Apartments	\$10,100,000	81	Market Rate	H
HighPointe Apartments	\$15,700,000	91	Market Rate	I
Washington School Apartments	\$3,000,000	43	Affordable - Section 42	J
Meadowland Apartments	\$4,500,000	88	Market Rate	K
Portscape Apartments	\$11,000,000	88	Market Rate	L



PLANNING AND DEVELOPMENT ECONOMIC DEVELOPMENT

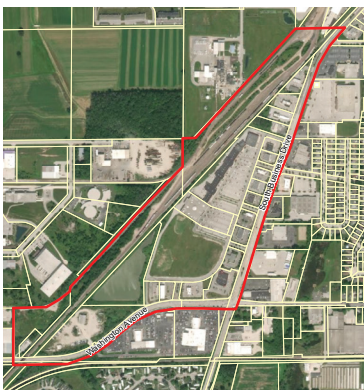
TAX INCREMENTAL DISTRICTS (TID) UPDATE

TID 20



In March 2020, the Common Council voted to approve creating TID 20 for the Oscar Apartment Development on the former VanDerVaart Site off South Business Drive. The Oscar Development is a \$47 million project that under the development agreement will receive approximately \$7 million in Tax Incremental Finance (TIF) development incentives to offset the costs associated with preparing the blighted, vacant, underutilized property. The Oscar Development is the largest housing development ever in the City of Sheboygan. Once completed, the project will provide 240 workforce apartment units with underground parking and recreational amenities on site. The development will also include a new Kwik Trip to be valued at approximately \$2.5 million on the northwest corner of South Business Drive and Broadway Avenue.

TERMINATION OF TID 11



In April 2020, the Common Council approved a resolution to terminate TID 11. TID 11 was created on September 21, 1998 to fund redevelopment of the former Conoco site into the Washington Square Development. The City utilized TID funds to assist with storm water detention ponds, storm sewer improvements and interior streets. State Statute allows for a one-year extension of a TID to capture the increment generated over the year and dedicate it towards affordable housing developments. The Common Council approved this process which captured approximately \$681,000 that is now part of the City's Neighborhood Revitalization Fund and is funding façade/landscaping projects and upper floor residential rehabilitation projects.

TID 18

In 2019 construction was completed on the SouthPointe Enterprise Campus. The City is now looking to work with interested parties to develop industrial and commercial developments. The campus provides shovel ready sites and all necessary utilities including stormwater management and recreational trails.



SouthPointe
ENTERPRISE CAMPUS

- > Negotiable Price Per Acre
- > Commercial and Industrial
- > Shovel Ready Development Sites
- > Interstate 43 Frontage
- > 2-100 Acre Sites

920-459-3377 BizSheboygan.com Development@Sheboyganwi.gov

PLANNING AND DEVELOPMENT ECONOMIC DEVELOPMENT

COMMERCIAL DEVELOPMENTS



STEFANO GROCERY STORE

Project	Approximate Value
Acuity Insurance	\$20,144,273
Rogers Behavioral Health	\$2,400,000
Stefano Grocery Store	\$400,000
South Pier Condos	\$6,100,000
The Oscar Apartments	\$47,000,000
St. Nicholas Hospital Entrance	\$260,000
Game On	\$250,000
Right Way Club Addition	\$398,000
Reach Forward	\$30,000
Sheboygan County Christian School Addition	\$4,827,803
Sol & NOVA	\$150,000
Sheboygan County Humane Society	\$2,894,247

Neighborhood Revitalization Fund

After extending the life of Tax Incremental District 11 for a final year and capturing nearly \$681,000 in additional revenue, the City's Planning and Development Department kicked off two new programs in the spring of 2020. The Façade and Landscaping Program offers \$5,000 per property in forgivable funding for a variety of outdoor home and property improvements. The Upper Floor Residential Rehab Program provides up to \$20,000 to assist owners of commercial, mixed-use buildings with creating quality residential units. Thus far, the Façade and Landscaping Program has awarded nearly \$38,000 to seven Sheboygan property owners. The Upper Floor Program has funded more than \$115,000 worth of projects with the seven property owners contributing an additional \$105,000. Together, the two programs have resulted in an investment of approximately \$300,000 in the City's properties and neighborhoods. For more information on these programs and other funding that may be available, please visit <https://www.sheboyganwi.gov/departments/planning-development/planning-documents/>



PLANNING AND DEVELOPMENT ECONOMIC DEVELOPMENT

INNOVATION COMMUNITY UPDATE

Economic Development Administration Grant through the CARES Act

The FY20 Coronavirus Aid, Relief and Economic Security (CARES) Act signed into law by President Donald J. Trump on March 27, 2020, provides the U.S. Department of Commerce Economic Development Administration (EDA) with \$1.5 billion for economic assistance programs to help communities, “prevent, prepare for, and respond to the coronavirus.” The Sheboygan County Economic Development Corporation Foundation and the City of Sheboygan Redevelopment Authority applied for a \$4.75 million grant for a \$6.0 million new innovation hub building in the innovation community. This building would be located along Indiana Avenue between South 9th Street and South 10th Street. The building would house corporate offices, higher education, entrepreneur spaces, the Small Business Development Center and Sheboygan County Economic Development Corporation offices.



As part of the proposed building, the City would construct a public owned parking lot, recreational trail and public green space along the Sheboygan River. Enhanced streetscaping and public plazas along the sidewalk would be included in the proposed plan.

Programming

THE SURGE

Connect. Inspire. Create.

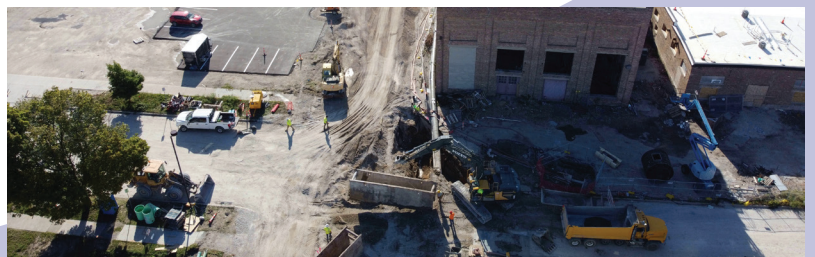
The Sheboygan County Economic Development Corporation (SCEDC) has hired staff to organize and operate innovation related programming. The Surge, a digital happy hour to connect people virtually, was born at the beginning of the pandemic. The Surge will continue to provide programming to bring innovators and problem solvers together.

Housing Options

Two projects were completed during 2020 that will augment the new innovation community. The Badger State Lofts, a 118 unit affordable housing project, will provide spacious floor plans at an affordable rate to interested renters looking to live in an urban area close to the proposed innovation community at a renovation value of \$30 million. Also, the SP Riverfront Condos completed construction in late 2020 to add 21 new affordable condominium units to the district with affordable price points from \$300,000 to \$350,000 at a new construction value of \$6.1 million.

Infrastructure Updates

The Department of Public Works in conjunction with Vinton Construction, reconstructed the street grid around Badger State Lofts. This \$4.5 million investment updated street and utility infrastructure from the early 1900's. This project was funded with Tax Incremental District 17 debt funding.



PLANNING AND DEVELOPMENT CDBG PROGRAM Community Development Block Grant

Community Development Block Grant funding distribution	Amount
Partners for Community Development	\$25,000.00
Salvation Army	\$38,595.74
Lakeshore Community Health Center	\$2,315.74
SCIO	\$7,719.15
Shoreline Metro	\$42,493.00
Family Service Association	\$15,438.29
Family Connections	\$3,859.36
Lakeshore CAP	\$14,859.57
Big Brothers/Big Sisters	\$11,719.15
Street Improvements - Martin Avenue	\$66,500.00
Street Improvements - Lighting	\$50,000.00
Street Improvements - Streetscaping	\$25,000.00
Park Facilities - End Park Lighting	\$25,000.00
Street Improvements - S. 10th St.	\$250,000.00
Park, Recreational Facilities - Kiwanis Park Trail Project	\$155,812.00
Program Administration	\$183,578.00

Each year, the Department of City Development receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Fifteen percent of the City's total CDBG allocation can be granted to public service agencies, to help support their programs and administration costs, and twenty percent can be used for departmental administration of the entire CDBG program. In 2020, CDBG funds were also used for public facilities, historic preservation, and street improvements. The public facilities funds were used to paint the railings along the riverfront, reconstruction of the Library Plaza, and a downtown playground at the Above and Beyond Children's Museum on North 8th Street.

Johnsonville Loan

Johnsonville has invested in the former Wigwam Mills facility and plans to add a new production facility in Sheboygan to supplement the existing Wisconsin footprint. It is anticipated that by the end of 2023, there will be 78 new family-supporting jobs created, in addition to \$33M in new capital investment, which includes new machinery and equipment as well as an investment in real property. This new facility is anticipated to be a location for new R&D processes. By utilizing new manufacturing technologies, the company plans to develop innovative offerings in the Sheboygan facility to complement their existing successful products. To assist Johnsonville, the Redevelopment Authority of Sheboygan provided a \$200,000 loan from the Economic Development Loan Program to assist with land acquisition based on creating new low to moderate income positions.

Martin Avenue Project

Martin Avenue from N. 15th Street to N. 18th Street was identified as a neighborhood revitalization project to stabilize a vulnerable neighborhood. Martin Avenue was resurfaced as part of the City's paving program. The top layer of asphalt was milled and replaced with new asphalt. Sidewalk ramps will be replaced with ADA compliant ramps. The materials which are included in the CDBG funding are asphalt and concrete.



PLANNING AND DEVELOPMENT NEIGHBORHOOD REVITALIZATION

Association Achievements

Neighborhood associations engage in a number of activities, but some notable projects from 2020 include:

- Removal of an old gas station
- Making the Grade Clothing Drive
- Annual history walk

Kuehne Park Neighborhood



A hidden gem

Neighborhood Associations

Kuehne Park and Franklin Park (includes The Flats neighborhood) became the 11th and 12th official neighborhood associations in 2020. The neighborhood associations were faced with the challenges of COVID-19 and tasked with finding creative ways to still have neighborhood meetings while practicing COVID-19 protocols. Some went to outdoor meetings in the parks while others went to zoom meetings. Neighborhood Associations continue to work closely with City staff and the Police Department to ensure issues are dealt with in a timely manner, and projects have the necessary resources to be completed.



Core Neighborhoods Chosen

Each year, core focus neighborhoods are chosen, within the five-year plan boundary, where baseline surveys are taken to better understand the current conditions in the City's central neighborhoods. In 2020, Historic Grant, Near North, Ellis Historic, and Kiwanis Park were chosen on the north side, and for the south side Indiana Corridor and Business Drive North were chosen.



Large Item Disposal Program

Spearheaded by the Streets and Sanitation Division of the Department of Public Works (DPW), the City Development Department aided in organizing the second Large Item Disposal Program, a benefit for the neighborhood associations to participate in. Participating associations were allowed to choose a Saturday in spring to hold their event. DPW sponsored a dumpster and crusher truck stationed in the neighborhoods where residents could bring approved large items not usually picked up during the weekly garbage routes. The program was a huge success and will continue in 2021.



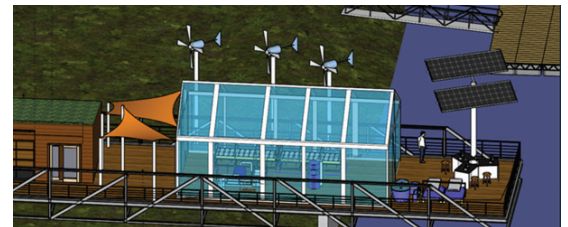
PLANNING AND DEVELOPMENT INTERAGENCY COOPERATION

Visit Sheboygan



City staff has been working closely with Visit Sheboygan staff to open the new visitor center in 2020. The Science, Technology, Engineering, Arts, and Mathematics (STEAM) Education Center will provide a unique visitor experience by leveraging Sheboygan's access to the Great Lakes, in combination with experiences that align with the growing trends of environmental tourism, educational tourism, and geo-tourism. The STEAM Education Center educational

programming and experiences will focus on STEM and environmentally related topics delivered in engaging formats through the use of arts. Data has shown that the incorporation of arts in education increases interest, engagement, and understanding of STEM topics, especially to the Center's main target market, students in grades one through twelve and families. Additional target markets include local, regional, and national visitors of all ages with a unifying goal of increasing awareness about Science, Technology, Engineering and Math as it pertains to the region's unique natural resources, urban ecology, local industry and recreation.



Big Brothers/Big Sisters



Big Brothers Big Sisters

OF SHEBOYGAN COUNTY

Community Development Planner, Janet Duellman, is a volunteer with Big Brothers Big Sisters. She

volunteers as a lunch buddy also known as School-based Big. A

lunch buddy is a mentor that meets with a Little once a week during their lunch hour. Most of the time is spent eating, talking, playing games or heading outside for some fresh air. We asked Janet what she likes best about being a lunch buddy and she replied "The smile and excitement that takes over my lunch buddy's face when she sees me. It brightens my day and shows me that I am making a difference in her life." So how can you get involved? You can become a lunch buddy by contacting Big Brothers Big Sisters at 920/458-0111.

Census 2020

Every 10 years the US holds a census which provides a snapshot of our population. Every community, including Sheboygan, relies on data collected during the census to help us make decisions and understand the needs of our community. Not only is this data important for decision making, it also determines the number of seats each state has in the U.S. House of Representatives, and is used by the U.S. government to distribute billions in federal funds to local communities, including Sheboygan.

City Development led the City's effort in creating a Complete Count Committee (CCC). The CCC was comprised of a broad spectrum of government and community leaders from education, business, healthcare, and other non-profit organizations. The goal of the CCC was to assist in counting the hard to count population in the right place and only one time. The City's complete count committee included Family Connections, Mead Public Library, League of Women Voters, Lakeshore CAP, Safe Harbor, Partners for Community Development, Mayor's office, Lakeshore Community Health Center, Shoreline Metro, Senior Activity Center, Sheboygan Housing Authority, Habitat for Humanity, and Active8.



PLANNING AND DEVELOPMENT INTERAGENCY COOPERATION



Photo By JMKAC

John Michael Kohler Arts Center

The collaboration with the John Micheal Kohler Arts Center has been a key to neighborhood revitalization efforts. Due to the pandemic canceling all concerts at City Green, the City partnered with John Michael Kohler Arts Center to bring Thursday Nights Together (at a Distance). These pop-up concert series during the summer of COVID-19, traveled to five neighborhoods, 23 mini-concerts, and 430 neighbors participated.

Sheboygan Community Economic Development Corporation (SCEDC)

Planning and Development Division staff maintain a fruitful working relationship with the SCEDC, holding weekly check-in meetings, communicating about development opportunities, planning for special projects like the innovation district and identifying new projects to better the community.

Green Tier Legacy Communities

The City of Sheboygan joined the Green Tier Legacy Communities charter in 2014. The Green Tier Legacy Communities (GTLC) network exists to advance sustainable practices and stretch limited local government resources. The Green Tier Legacy Communities are fortunate to have the expertise of the Executive Committee to help guide member's efforts. The Executive Committee is comprised of non-profits from 1000 Friends of Wisconsin, The League of Wisconsin Municipalities, The Wisconsin Counties Association, Slipstream and the Center on Wisconsin Strategy. The City of Eau Claire and City of Sheboygan staff serve on the Executive Committee. Executive Committee representatives meet once a month and seek to leverage the network to provide ample opportunities and resources to all members.

Sheboygan Area Non-Profit Network

The Sheboygan Area Nonprofit Network (SANN) has been offering free, high quality professional development opportunities for area nonprofit leaders of all kinds since 2017. The group hosts monthly Lunch + Learns on a variety of relevant topics and provides a supportive network in which to exchange ideas and share resources. The City Planning Department's growing relationship with SANN was strengthened in 2020 when a founding member of the group joined the Department as the City's Grant Coordinator. Efforts to amplify key messages, expand access, and foster transparency have improved participation in initiatives like the Census and the Affordable Housing Study and led to expanded awareness of the nonprofit landscape. Offerings like this May's Lunch + Learn, "Candid Conversations with the City," and opportunities to help guide Sheboygan's direction in the years to come, will further strengthen the relationship between the City and SANN in 2021.



DIVISION PROFILE: BUILDING INSPECTION

The Building Inspection Division is dedicated to public safety in the construction environment throughout the City through development and promotion of uniform codes and standards, code administration, and in education and instruction of safe and secure homes and businesses.



Permitting

The Building Inspection Division provides a public service window, open during City Hall business hours, at which the public can obtain permits. The Building Inspection Division is customer focused and strives to address permitting issues as swiftly as possible.

Coordination

The Building Inspection Division also works closely with Planning and Zoning, Engineering, Utilities, Streets, Police, and Fire/Rescue during final inspections phase of the project and during criminal and fire investigations.

Enforcement

The Building Inspection Division has adopted all the Department of Professional and Safety, State of Wisconsin Building, Mechanical, National Electric Code (NEC) and Plumbing Codes. Through the adoption of these codes, the City ensures that all construction in the city is compliant with all codes and requirements of the State. The City also adopts the International Property Maintenance Code as it relates to enforcement of property maintenance.

Building Inspection Permits	2020 Issued	Total Fees Collected	2019	2018	2017	2016
Building	2164	\$505,307	1965 - \$578,249	1987 - \$402,912	2126 - \$395,216	2,042 - \$420,374
Electrical	531	\$195,350	444 - \$169,970	318 - \$243,815	338 - \$156,050	313 - \$178,701
HVAC	499	\$125,000	551 - \$227,500	526 - \$129,260	540 - \$153,045	552 - \$226,190
Plumbing	336	\$70,580	328 - \$89,680	436 - \$83,220	360 - \$79,400	329 - \$65,770
Wrecking/Razing	22	\$2,798	22 - \$4,062	21 - \$2,950	29 - \$4,799	25 - \$3,885
Signs	69	\$6,470	69 - \$9,308	74 - \$10,149	80 - \$10,653	96 - \$13,661
Commercial Occupancy	24	\$6,000	44 - \$11,000	32 - \$8,000	24 - \$5,100	36 - \$9,000
Park Impact Fees	NA	\$111,908	\$144,224	\$9,846	\$72,751	NA
Other Revenues	NA	\$143,961	\$65,840	\$14,032	\$225,790	NA
Totals	3,645	\$1,167,374	3,423 - \$1,299,833	3,394 - \$904,184	3,497 - \$1,102,804	3,394 - 917,581

Building Inspection Licensing	2020 Issued	Total Fees Collected	2019	2018	2017	2016
Weights and Measures	73	\$30,946	76 - \$29,583	88 - \$29,435	99 - \$31,623	130-\$35,859
Contractor Licensing	291	\$50,250	509 - \$78,415	79 - \$66,430	369 - \$78,415	364-\$74,765
Totals	364	\$81,196	585 - \$107,998	167 - \$95,865	468 - \$110,038	3,394 - \$110,624
Total Permits and Licensing	4,009	\$1,248,570	4,008 - \$1,407,833	3,561 - \$1,000,049	3,964 - \$1,212,842	3,394 - \$1,028,205

BUILDING INSPECTION

Permitting

Building Inspection Division Commissions, and Committees

The Building Inspection Division staffs the Board of Zoning Appeals and Board of License Examiners. Building Inspection staff coordinates meetings and provides these committees with professional reports and recommendations.



Residential Housing Construction 2016-2020



The Building Inspection Division provides:

- Building inspection services
- Electrical inspection services
- Heating inspection services
- Plumbing inspections services
- Clearwater inspections
- Weights and Measures
- Residential and Commercial plan review
- Code enforcement
- Landlord/tenant concerns
- Contractor licensing
- Occupancy inspections

Year	Housing Type	Number of Units	Percentage	Number of Buildings
2016	Single	7	5%	7
	Duplex	26	20%	13
	Multi - Apartment	98	75%	2
	Multi - Condominium	0	0%	0
		<u>131</u>	<u>100%</u>	<u>22</u>
2017	Single	10	5%	10
	Duplex	36	20%	18
	Multi - Apartment	91	75%	1
	Multi - Condominium	0	0%	0
		<u>137</u>	<u>100%</u>	<u>29</u>
2018	Single	6	56%	10
	Duplex	2	44%	4
	Multi - Apartment	0	0%	0
	Multi - Condominium	10	0%	0
		<u>18</u>	<u>100%</u>	<u>14</u>
2019	Single	5	2%	5
	Duplex	2	1%	1
	Multi - Apartment	232	89%	3
	Multi - Condominium	21	8%	1
		<u>260</u>	<u>100%</u>	<u>10</u>
2020	Single	3	2%	3
	Duplex	32	16%	16
	Multi - Apartment	160	82%	2
	Multi - Condominium	0	0%	0
		<u>195</u>	<u>100%</u>	<u>21</u>

BUILDING INSPECTION CODE ENFORCEMENT

2020 Code and Nuisance Orders

The Department of City Development employs two part-time Code Enforcement Officers whose work is vital for the revitalization of Sheboygan’s neighborhoods. The Code Enforcement Officers are responsible for issuing and following up on code and nuisance orders in the City, improving the conditions of our neighborhoods and protecting the integrity of our housing stock. Orders are issued based on complaints received, as well as our Code Enforcement Officer’s own observances.

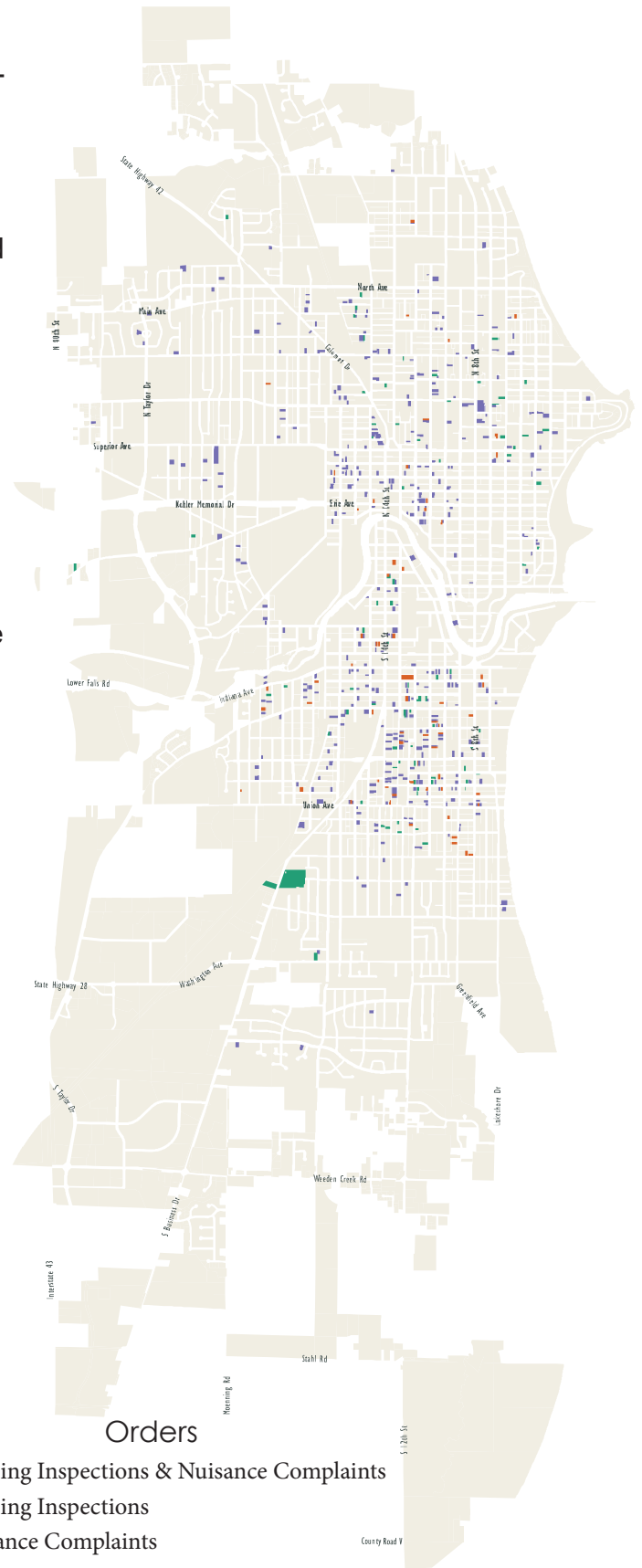
The map pictured here illustrates code and nuisance orders issued in 2020. The Code Enforcement Officers issued orders throughout the City, and spent time observing conditions in every neighborhood in the City of Sheboygan. While many orders are rectified and complied with upon the first issuance of a letter, many cases require diligent follow-up, a large part of our code enforcement officers’ job, and cannot be accurately reflected in a map.

Nuisance Complaint Statistics

Total Number of Complaints: 683
 Violations: Sanitation = 484, Storage = 26,
 and Off Street Parking = 160
 Number of Violations Fixed: 85 %
 Number of Citations issued: 55

Housing Inspection Activity

Total Number of Violations: 1184
 Number of Inspections: 801
 Average Violation per Inspection: 1.48
 Number of Violations Fixed: 98 %
 Number of Citations issued: 228



- Orders
- Housing Inspections & Nuisance Complaints
 - Housing Inspections
 - Nuisance Complaints

Reducing Neighborhood Blight

Keeping our neighborhood safe, clean, and protecting quality of life all lie at the heart of Sheboygan's neighborhood revitalization program. At times, structures are not sound, or are beyond repair, and have become detractors to the overall aesthetic and quality of the neighborhood they belong to. These structures go through the process of citation which attempts to get the owners to remediate the problem, but there are times where remediation does not occur and the City takes steps to raze the buildings. Often, these buildings are called "neighborhood killers" because of the detrimental effect they can have on the area surrounding them. Removing the building can have a dramatic and positive effect on the neighborhood.

Neighborhood Killers

Razed February 2020



Interdepartmental Focus on Neighborhood Issues

The Code Enforcement Officers work closely with police officers, city attorneys, and the Department of Public Works employees to follow up on issues observed in our neighborhoods that require more coordination and enforcement than what their position or the Building Inspection Division can offer. Through this interdepartmental cooperation Sheboygan has made strides in cleaning up our neighborhoods and setting a new higher standard for maintenance of property throughout the City.

City of Sheboygan Landlord Training Program

The City of Sheboygan runs an annual Landlord Training Program for area landlords to become more familiar with current landlord/tenant laws, police procedures, tenant screening, and property maintenance. Over the past five years, over 150 landlords have attended the training.





From left to right: Chad Pelishek - Director of Planning and Development, Janet Duellman - Community Development Planner, Abby Block - Grant Coordinator, Gary Van Auken - Licensing Specialist, Steve Sokolowski - Manager of Planning & Zoning, Bill Borzyskowski - Code Enforcement Officer (North Side), Dave Anderson - Code Enforcement Officer (South Side), Linnae Wierus - Building Inspection Specialist, Jeffrey Lutzke - Building Inspector (North Side), Scott Winter - Plumbing Inspector, Joseph Folger - Electrical Inspector, Ellise Rose - Permit Clerk, Pat Eirch - Building Inspector (South Side)

City Development

828 Center Avenue, Suite 208
Sheboygan, WI 53081
(920) 459-3377



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark Measurements for Cable TV (WSCS) Department, for period commencing January 1, 2020 and ending December 31, 2020.

REPORT PREPARED BY: Eric Bushman, Director of Information Technology

REPORT DATE: February 5, 2021

MEETING DATE: February 8, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

These are the benchmark measurements as defined in the 2020 strategic plan for WSCS

STAFF COMMENTS:

The following are the YTD measurements and 2020 goals.

Measurements	2018 Actual	2019 YTD	2019 Actual	2020 YTD	2020 Goals
<u>Workload</u>					
Number of Programs Produced	622	622	622	638	500
Number PSAs Produced	0	1	1	8	9
Number of televised Common Council and Committee of the Whole meetings\Missed	29	20\9	20\9	33\1	29/0
<u>Effectiveness</u>					
On-Demand Viewing	3,778	4,375	4,375	3334	4,000
On-Demand Unique Visitors	3,254	2,359	2,359	2924	3,500
Number of Film Awards	8	7	7	8	8

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark Measurements for Information Technology (IT) Department, for period commencing January 1, 2020 and ending December 31, 2020

REPORT PREPARED BY: Eric Bushman, Director of Information Technology

REPORT DATE: February 5, 2021

MEETING DATE: February 8, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

These are the benchmark measurements as defined in the 2020 strategic plan for IT.

STAFF COMMENTS:

The following are the YTD measurements and 2020 goals.


Measurements	2018 Actual	2019 YTD	2019 Actual	2020 YTD	2020 Goals
<u>Efficiency</u>					
Average close time of Critical/High IT Help Tickets (Days)	4.8	3.6	3.6	3.62	5
<u>Effectiveness</u>					
Percent closed within timeframe	75%	83%	83%	89%	90%
<u>Efficiency</u>					
Maintain core server/network at current -1 firmware	98%	99%	99%	99%	100%
<u>Workload</u>					
Percentage of Computers Installed with FortiGate Client Installed	99%	100%	100%	100%	100%
Number of legacy applications retired	N/A	3	3	2	5
Number of Security Audits Performed	0	1	1	1	1
System Availability	97%	99%	99%	99%	99%

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None

	Title: Retirement Severance Policy		Policy Number: HR 600	
	Author: Vicky Schneider		Created: 03/26/2020 Revision: New	
	Scope: Human Resources and Finance Departments		Print Date: 2/5/21 11:25 AM	

I. PURPOSE

The purpose of this policy is to provide guidance for retirement severance packages for exempt and nonexempt employees in the Human Resources and Finance Departments.

II. POLICY

It is the policy of the City of Sheboygan to provide fair and consistent retirement and severance packages for exempt and nonexempt employees in the Human Resources and Finance Departments.

III. EMPLOYEE SEVERANCE

A. NONEXEMPT

Nonexempt employees may receive one 40-hour week of wages for every two years of employment service at the time of their retirement.

Years of service will be determined as follows: A partial year of service greater than six months will be rounded up to the next year. For example, an employee who has nine years and six months of service or more will be rounded up to ten years. An employee who has nine years and less than six months of service will have nine years of service.

All other eligible payouts of vacation and sick days will follow the employee handbook guidelines.

B. EXEMPT

Exempt employees may receive one week of salary for every year of employment service at the time of their retirement.

Years of service will be determined as follows: A partial year of service greater than six months will be rounded up to the next year. For example an employee who has nine years and six months of service or more, will be rounded up to ten years. An employee who has nine years and less than six months of service will have nine years of service.

All other eligible payouts of vacation and sick days will follow the employee handbook guidelines.