

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





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CITY OF  
SHERBOURNE

CITY OF SHERBOURNE  
920-459-3440

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920-459-3440



## PROFESSIONAL SERVICES AGREEMENT

### Engineering Design Services Alley Retaining Wall Replacement 11<sup>th</sup> Street Alley between Kentucky & Alabama City of Sheboygan

This Agreement is between City of Sheboygan (OWNER) and Kapur & Associates, Inc. (ENGINEER) for professional engineering services for the following purpose:

Plans and specifications for the removal of existing concrete wall and installation of new MSE retaining wall. Soil borings are not included.

#### Section A. - Description of Work

ENGINEER will provide all professional engineering services for the referenced project. All work will be performed by ENGINEER.

#### Section B. - Scope of Services

##### DESIGN SERVICES

- Topographic survey of alley and pertinent features including locating house foundation adjacent to retaining wall. Survey limits along the alley are from 11<sup>th</sup> street west to a point approximately 50' past the existing retaining wall.
- MSE wall and railing detail sheets.
- Plan sheet of alley and retaining wall.
- Profile of proposed wall.
- Engineering cost estimate.
- Utility coordination.
- Progress meetings with City staff.
- Preparation of plans and specifications.

#### Section C. – Schedule

ENGINEER shall perform the Scope of Services and complete the work by the end of January 2018.

**Section D. - Compensation**

In return for the performance of the foregoing obligations, OWNER shall compensate ENGINEER a Lump Sum fee of \$5,300.

IN WITNESS WHEREOF, the OWNER and ENGINEER have executed this Agreement.

OWNER: City of Sheboygan

ENGINEER: Kapur & Associates, Inc.

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

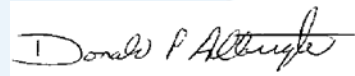
Title: \_\_\_\_\_

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

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

Title: Senior Associate

Date: November 28, 2017



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the City Administrator and City Attorney to take necessary action, including the use of eminent domain procedures, to obtain property located at 1214 South 11th Street.

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**REPORT PREPARED BY:** Ryan J. Sazama, City Engineer

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**REPORT DATE:** 2/8/2018

**MEETING DATE:** 2/13/2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

The Department of Public Works was made aware of structural issues of an existing alley retaining wall built in 1926 in the 1200 block of South 11<sup>th</sup> Street (see attached pictures). The DPW investigated the cost of repairing the retaining wall and the cost of removing the existing house so the site and alley could be graded so that the retaining wall would not have to be rebuilt.

**STAFF COMMENTS:** It was determined by staff it was more cost effective to remove the existing house and grade the site. Listed below are the estimated costs to repair the retaining wall and to remove the structure and grade the site. The option of removing the house required an appraisal of the existing building. Listed below is the Market Value of this property along with the appraisal study.

Appraisal Report from Steve Mann:

- Market Value \$26,000.00

Cost to Repair Alley:

- Engineering Design for new retaining wall \$5,300.00
- Estimated construction cost \$75,000.00

Cost to demolish the building

- Demolition, site grading, disconnection of utility services \$15,000.00

**ACTION REQUESTED:** Motion to approve Res. No. 132-17-18 A resolution authorizing the City Administrator and City Attorney to take necessary action, including the use of eminent domain procedures, to obtain property located at 1214 South 11th Street.

**ATTACHMENTS:**

- I. Res. No. 132-17-18
- II. Appraisal Attachment
- III. 11<sup>th</sup> Street Alley Pictures
- IV. 11<sup>th</sup> Street Alley Engineering Proposal

**1214 South 11<sup>th</sup> Street  
Total Acquisition - City of Sheboygan**

**APPRAISAL REPORT**

**PROPERTY OWNER:** KETTLEVIEW PROPERTIES, LLC  
**PROPERTY ADDRESS:** 1214 S 11<sup>th</sup> Street - Sheboygan, WI  
**OWNER ADDRESS:** PO Box 432 – Plymouth, WI 53081  
N4320 Kettle View Road Plymouth, WI 53073

**SIZE AND TYPE OF PROPERTY:** This property consists of 4,200 square feet of land improved with a 1,152- square foot single family house and garage built in 1926.

The date of this report is 10/17/2017.

**SALES HISTORY**

<b>DOCUMENT</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>SALE DATE</b>	<b>PRICE</b>
2036308	JEFFREY ZAVRL	KETTLEVIEW PROPERTIES, LLC	03/17/2017	\$20,000

**PRESENT USE:** Single Family Residential  
**ZONING:** CC - Central Commercial

**HIGHEST AND BEST USE**

**BEFORE:** Single Family Residential.  
**AFTER:** Remaining land assemblage to adjoining property.

**AREA AND INTEREST TO BE ACQUIRED**

**LAND FEE:** 4,200 Square Feet.

**TEMPORARY LIMITED EASEMENT:** None

**PERMANENT LIMITED EASEMENT:** None

**EXISTING RIGHT OF WAY EASEMENT:** None

**HIGHWAY EASEMENT:** None

**IMPROVEMENTS:** None

**OTHER INTERESTS:** None

**THE ABOVE INTERESTS ARE INDICATED ON R/W SHEET:** N/A

**RECORDED:** N/A

## **PURPOSE**

This report is being prepared for the City of Sheboygan to estimate market value to be used in the determination of just compensation for the acquisition of real property interests for a urban renewal project. A copy of the report will be given to the property owner as a consequence of disclosure requirements of Statute 32.05 and the owner has the option of having their appraisal prepared. The purpose of this appraisal is to estimate compensation due the owner for the acquisition of property and property rights, as indicated above. This shall be done in accordance with the provisions of Sections 32.09 Wisconsin Statutes, which states that compensation shall be based on market value.

## **Jurisdictional Exception**

This appraisal is done under the Jurisdictional Exception Rule of USPAP. The appraiser must comply with the overriding authority of State and Federal laws, rules and regulations including the Uniform Relocation and Real Property Acquisitions Policies Act of 1970 as amended, 49 Code of Federal Regulations (CFR) Part 24.103, Wisconsin Statute 32.09 and the Real Estate Program of the Wisconsin Department of Transportation. Only those valuation approaches that are applicable are included in this report. The elimination of approaches that are not applicable does not result in a departure from the Uniform Standards of Professional Appraisal Practice. The Jurisdictional Exception Rule allows law or public policy to supersede USPAP rules.

## **SCOPE OF THE APPRAISAL**

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an Appraisal Report. Summary discussions of the data, reasoning, and analyses that are used in the appraisal process to develop the appraisers' opinion of value will be presented. The report will contain a description of the characteristics of the subject property, which includes its neighborhood, site characteristics, site improvements and zoning district, as well as a highest and best use analysis, a summary of the most important sales included in the appraisers' valuation, a reconciliation and conclusion, and other subject property data deemed relevant. Supporting documentation that is not provided within the report concerning the data, reasoning, and analyses may be retained in the appraisal file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report.

This appraisal complies with Wisconsin Statute 32.09 and the Real Estate Program of the Wisconsin Department of Transportation. This appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the appraisal guidelines for the Wisconsin Department of Transportation. This appraisal assignment conforms to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (The Uniform Act), as amended; 49 CFR 24 (Code of Federal Regulations). The report also conforms to the Code of Professional Ethics and

Certification Standards of the Appraisal Institute, Farm Managers and Rural Appraisers and the International Right of Way Association.

An inspection of the subject property will be completed in order to gather information that is relevant to the valuation and to take the photographs that are included in this report. The property owner will be offered the opportunity to attend the inspection of the property. The appraisers will research the available data from federal, state, county and municipal sources such as the assessor, land information, planning, and zoning departments, register of deeds, and treasurer, along with the Wisconsin DNR and FEMA, to obtain the assessment information, land size, site characteristics, zoning, and sales history of the subject property.

The Sales Comparison Approach, Income Approach, and Cost Approach to value are considered and may be used to arrive at an opinion of market value for the subject property. In the reconciliation of the approaches to value that are utilized, the quantity and quality of the data available for each completed approach, the advantages and/or disadvantages, and the relevance of each to the subject property and the appraisal will be considered.

The appraisal will determine the estimated loss of value to the land by using the Sales Comparison Approach. Vacant land is typically purchased for owner occupation and is rarely purchased based on income potential in this market. Therefore, the Income Approach is not considered applicable to this appraisal under USPAP requirements. In addition, according to the WisDOT Real Estate Program Manual, based on a Wisconsin Supreme Court decision in *Leathem Smith Lodge, Inc. vs. State of Wisconsin* (1980), the Income Approach is considered inapplicable in Eminent Domain valuations (so long as sufficient market data is available). Therefore, the Income Approach will not be developed in this appraisal. The manual also states that utilizing the assessment data is an acceptable method of determining the contributory value of the improvements in a Standard Abbreviated appraisal report assignment when the improvements are not impacted by the proposed project. Therefore, the Cost Approach will not be utilized in this appraisal to estimate the value of the improvements.

## **TYPE OF APPRAISAL**

This is an Appraisal Report as defined by USPAP.

## **MARKET VALUE**

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the Property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The source of this definition is FIRREA

Additional information on the source of this definition can be found in:

“The Appraisal of Real Estate”, Twelfth Edition, Appraisal Institute, Chicago, IL

## **LARGER PARCEL**

The Uniform Appraisal Standards for Federal Land Acquisitions (The Yellow Book) defines the larger parcel as that tract, or those tracts of land, which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.

The larger parcel concept is most often considered in the appraisal of properties acquired through the power of eminent domain. The larger parcel may affect the results of an appraisal analysis when either the subject parcel rises to a higher and better use when assembled with contiguous property under the same ownership, or there is more than one clearly supported highest and best use that occurs on separate and distinct areas of the subject parcel.

The subject property is approximately 4,200 square feet of improved residential land that consists of 1 parcel that is situated on the south side of South 11<sup>th</sup> Street. The 4,200 square foot site is the larger parcel for this appraisal assignment.

### **EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS**

From USPAP 2016-17 Edition - Definitions

Extraordinary Assumption: an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

There are no extraordinary assumptions utilized in this appraisal.

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

In the before acquisition valuation, 49 CFR Part 24 requires the appraiser to disregard any decrease or increase in the market value of the property that has been caused directly by the project. 49 CFR 24.103(b) states, "The appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. (See appendix A, §24.103(b).)" This appraisal uses the hypothetical condition (in the "before acquisition value") that the proposed public improvements do not exist, and have not been proposed. The proposed public improvement project is a condition external to the subject property, and as the before value does not recognize the existence of this proposed project, contrary to known fact, this hypothetical condition is required. The use of this hypothetical condition may have altered the appraisal results.

In accordance with Wisconsin Statute 32.09, the subject is appraised in the "after condition" under the hypothetical condition that construction for the proposed public project is complete as of the effective date of the appraisal. The use of this hypothetical condition may have altered the appraisal results.

## CERTIFICATE OF APPRAISER

To the best of my knowledge and belief, the statements contained in the appraisal report are true and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions herein set forth:

This appraisal has been made in conformity with appropriate Wisconsin Statutes, regulations, policies and procedures applicable to the appraisal of right of way. To the best of my knowledge, no portion of the value assigned to this property consists of items that are non-compensable under Wisconsin laws.

The statements contained in this report are true and correct. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Neither my compensation nor my employment are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

Any decrease or increase in the market value of the real property prior to the date of valuation caused by the public improvement for which this property is to be acquired, or by the likelihood that this property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining compensation for this property.

My analyses, opinions and conclusions were developed, and this report has been prepared in compliance with the Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA), and is consistent with Uniform Standards of Professional Appraisal Practice (USPAP).

I have not performed a previous appraisal/appraisal review/appraisal consulting assignment/other valuation service involving the subject property within the three years prior to this assignment.

The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception rule, as described in Section D-1 for the *Uniform Appraisal Standards for Federal Land Acquisitions*

No one provided significant real property appraisal assistance to me in making this report, unless noted.

I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency or the Federal Highway Administration. I will not do so until authorized by said officials or until I am required to do so by due process of law, or until I am released from this

obligation by having publicly testified as to such findings. I have not given consideration to nor included in this appraisal any relocation assistance benefits.

I have not given consideration to nor included in this appraisal any relocation assistance benefits.

I have appropriate knowledge of the specific market and relevant experience appraising properties similar in size and complexity to the property under consideration to complete this assignment with competence.

The effective date of the appraisal is 10/17/2017 the last date of inspection.

On October 11, 2017, I called the owner, Pat Tawort of Kettelview Properties, LLC, and invited him to accompany me on an inspection of the property. We discussed the acquisition over the telephone.

On October 12, 2017, I made a personal inspection of the property. I have made a field inspection of the sales relied upon in making this appraisal. The subject and sales relied upon in make this appraisal are as represented in this appraisal.

It is my opinion that as of October 12, 2017, the total loss in market value to the property herein described is:

TWENTY-SIX THOUSAND AND NO/100 DOLLARS  
\$26,000.00

*Steve Mann*

\_\_\_\_\_  
Steven G. Mann CRA #541

10/17/2017

\_\_\_\_\_  
Date

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## CONSTRUCTION PROJECT

The acquisition of the property is considered to be an urban renewal project. As part of this project, the Land, the residence and the two-car garage will be acquired. There will be no remaining property.

### AREA AND NEIGHBORHOOD ANALYSIS

The neighborhood just south of the Sheboygan river is the oldest in the City. The neighborhood consists of many older and well-established homes constructed between 1920 and 1940. The neighborhood residences are primarily made up of medium sized, three or four-bedroom, to small studio to two-bedroom single family homes.

The subject property is located between Kentucky Street and Alabama Avenue in a neighborhood that is just south of the Sheboygan River. The subject is in the area of the neighborhood that consists mainly of mixed residential, commercial and industrial properties. The subject is served by municipal services including municipal sewer and water, electricity and telephone services.

### SUBJECT PROPERTY

The subject property is located along the west side of 11<sup>th</sup> Street in the City of Sheboygan. The rectangular shaped subject property measures 35 feet wide by 120 feet deep and contains a total of 4,200 square feet of land.

### IMPROVEMENTS

The site is improved with a single-family residence constructed in 1926 and a two-car garage. The residence contains a living room, a kitchen, a full bath, two bedrooms and a two-car garage. The first floor contains 768 square feet, and the second floor contains 384 square feet for a total living area of 1,152 square feet. The concrete block and brick full basement contains 768 square feet. There is a full basement with hookups for washer and dryer and a toilet and commode. A section of the basement wall was repaired in 2011.

### LEGAL DESCRIPTION

ORIGINAL PLAT S 35' OF LOTS 1 & 2 BLK 271

### ASSESSMENTS - 2017

Parcel ID: 59281302090

Class	Land – 4,200 Square Feet	Improvements
Central commercial	\$8,100	\$11,900
Total Assessed Value of Property		\$20,000

**ZONING:** The City of Sheboygan has classified the subject property as Central Commercial District. The subject property does meet the minimum lot size and minimum setback requirements under this zoning classification. The subject is considered to be legal conforming. The subject is in conformance with the city's zoning requirements.

## **HIGHEST AND BEST USE AS VACANT**

In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Legal permissibility;  
Physical possibility;  
Financial feasibility; and  
Maximum profitability.

Highest and best use involves assessing the subject as though vacant and as improved.

### **Legal Permissibility**

The current Commercial Zoning is intended to provide for residential and commercial. The site meet the minimum requirements and can be developed with a a residential or commercial building.

### **Physical Possibility**

A wide variety of uses are physically possible on the site. Soil conditions in the area are generally suitable to support commercial and industrial when appropriate foundations are constructed. The subject has a rectangular shape and is at the road. The subject's size of 4,200 square feet and is large enough to allow construction of a residence. In general, the physical characteristics of the site and off-site improvements would allow development of a variety of commercial and residential uses.

### **Financial Feasibility**

The financial feasibility of a specific property is market driven, and is influenced by surrounding land uses. The subject site is located in a commercial and residential neighborhood. Based on the subject's specific location and physical characteristics, it is my opinion that a commercial or residential use represents the most likely finically feasible option.

### **Maximum Profitability**

The maximally productive use yields the highest land value. The analysis thus far indicates developing the site with a commercial or industrial use. Given the high probability that a

commercial or residential use is the highest and best use, this is judged to be reasonable indication of maximum productivity of the land.

**Conclusion:** Highest and best use of the subject as though vacant is commercial or residential which is compliant with the current zoning.

## **HIGHEST AN BEST USE AS IMPROVED**

### **Legal Permissibility**

Thus, the improvements are a legal conforming use as improved.

### **Physical Possibility**

The layout and positioning of the improvements are functional for use as a residential building, and the layout is reasonable based on market comparables. The improvements are most functional as a residential building.

### **Financial Feasibility**

Typically for residential properties similar to the subject, the test of feasibility is based on a sales comparison approach analysis due to the ownership profile. Many residential properties are owner occupied and many are leased. There is a healthy and active residential market in the City of Sheboygan and Sheboygan County. This appraiser, therefore concludes that the continued use of the improvements is a financially feasible use of the property as improved.

### **Maximum Profitability**

The maximally profitable use of the subject s improved should conform to neighborhood trends and be consistent with existing land uses. Although several uses may generate sufficient revenue to satisfy the required rate of return in investments and provide a return on the land, the single use that produces the highest price or value is typically the highest and best use. However, the recipient of the property's productivity greatly determines what use maximizes profitability.

### **Conclusion: Highest and Best use as Improved**

Based on the forgoing discussions, this appraiser concludes the highest and best use of the property is consistent with its current use as a residential property. There is no alternative uses of the improvements that would produce a higher net income and/or value over time than the current use. The current use is a legal conforming use and appears to represent the highest and best use as improved. Furthermore, this appraiser does not believe that the conversion of the improvements or demolition is warranted or financially feasible at this time.

**Conclusion: Highest and Best Use – Before the Acquisition**

The concluded highest and best use of the subject before the acquisition is continued use as a residence.

**Conclusion: Highest and Best Use – After the Acquisition**

The concluded highest and best use of the subject after the acquisition is the remaining land assembled to the adjoining property owner.

**ACQUISITION & REMAINDER:** The acquisition consists of 4,200 Square Feet of land and all the improvements. There will be no remaining land.

## VALUATION

**APPROACHES TO VALUE:** There are three basic approaches to value, which are briefly summarized below:

**SALES COMPARISON APPROACH:** In this method the appraiser obtains from the market place a number of sales of property comparable to the subject. The appraiser then verifies the terms and conditions of sale and the sales price of properties with a party to the transaction. After analysis and adjustment, these sales are utilized to arrive at a range of value for the subject. It is from within this range that the appraiser arrives at a value for the subject property. When comparable sales are available, the market approach is considered to be the best indicator of value because it represents the actions of buyers and sellers in the marketplace.

**COST APPROACH:** In some instances an appraiser may use this approach to arrive at a value for the improvements on the subject property. In this approach the appraiser utilizes current costs of reproduction or replacement for the improvements. Depreciation is applied to this price to arrive at an in-place value for the subject improvements. The value of the land is then added from the market approach.

**INCOME APPROACH:** This approach uses the assumption that there is a relationship between the amount of income a property will earn and the future value of that property. The appraiser uses the anticipated net income of the subject and processes it into a value for the subject. This process uses a capitalization rate including such factors as risk, time and interest on the capital investment and recapture of the depreciating asset.

Based upon Wisconsin law, just compensation must be based on the higher amount resulting from considering the property on a before and after basis or as the part taken considered separately. It must be determined whether the higher amount resulted from the before and after appraisal or the part taken. In the case of the subject, the valuation is based upon the part taken.

## RESIDENTIAL VALUE BEFORE ACQUISITION

Summary of comparable sales prior to adjustment

SALE NUMBER	SALE DATE	SALE SIZE	SALE PRICE	IMPROVE-MENTS	NET UNIT PRICE
Sale #1	June 29, 2013	3,850 Square Feet	\$20,000	1,512 Square Feet	\$13.23 per Square Foot
Sale #2	August 31, 2016	3,920 Square Feet	\$25,000	1,136 Square Feet	\$22.00 per Square Foot
Sale #3	February 22, 2013	3,049 Square Feet	\$28,000	1,281 Square Feet	\$21.86 per Square Foot

In order to arrive at an estimated range of value for the subject property the following comparison between the subject and sale is used. In this columnar grid the sales are compared to the subject. When the subject is better than the sale in a given area a plus (+) adjustment is used in the grid. Conversely, when the subject is worse than the sale in a given area, a minus (-) adjustment is used.

### ADJUSTMENT GRID

PROPERTY	SUBJECT	SALE # 1		SALE #3		SALE #4	
SALE PRICE		\$20,000		\$117,500		\$119,000	
SALE DATE		6/29/2013	-0-	8/31/2016	-0-	2/22/2013	-0-
TERMS & CONDITIONS	N/A		N/A		N/A		N/A
OTHER (Describe)	N/A		N/A		N/A		N/A
ADJUSTED SALE PRICE			\$20,000		\$25,000		\$28,000
DESCRIPTION	DESCRIBE SUBJECT	DESCRIBE SALE	+/-	DESCRIBE SALE	+/-	DESCRIBE SALE	+/-
ADJUSTED SALE PRICE			\$13.23 per Sq. Ft.		\$22.00 per Sq. Ft.		\$21.86 per Sq. Ft.
LOCATION	Average	Average	-0-	Average	-0-	Average	-0-
CONDITION	Average	Average	-0-	Average	-0-	Average	-0-
UTILITIES	Public	Public	-0-	Public	-0-	Public	-0-
FOUNDATION	Full Basement	Full Basement	-0-	Full Basement	-0-	Full Basement	-0-
BATHROOM	1.0 Bathroom	2.0 Baths	-\$2,500	1.0 Baths	-0-	1.0 Baths	-0-
SIZE/SHAPE – Land	Average 4,200 Square Feet	Average 3,850 Square Feet	-0-	Average 3,920 Square Feet	-0-	Average 3,049 Square Feet	-0-
SIZE - Residence	1,152 S.F.	1,512 Square Feet	-0-	1,136 Square Feet	-0-	1,281 Square Feet	-0-
AGE	50+ Years	50+	-0-	50+	-0-	50+	-0-
FIREPLACE	No	No	-0-	No	-0-	No	-0-
GARAGE	2.0-Car Detached	None	+\$2,500	1.0-Car Detached	+\$1,250	1.0-Car Detached	+\$1,250
OTHER	None	None		None		None	
TOTAL/ADJUSTMENTS			-0-		+\$1,250		+1,250
INDICATED VALUE OF THE SUBJECT			\$13.23 per square foot \$20,000		\$23.11 per square foot \$26,252		22.83 per square foot \$29,250

## **EXPLANATION OF ADJUSTMENTS**

The three sales compared in the above chart provide an overall range in value of the subject, from \$20,000 to \$29,250 for the overall land and improvement value of the subject property.

The variable characteristics of location, size, and utilities have been analyzed and adjustments made based on the following assumptions.

**TIME:** The market has been steady for the last few years with little evidence of increasing values. No adjustment is considered to be necessary.

**LOCATION:** The subject property is located just south of the Sheboygan River in a mixed commercial and residential area of the City of Sheboygan. All three sales are located within the same area. No adjustment is needed.

**CONDITION:** The subject residence is considered to be in average condition. All three sales are considered to be in average condition. No adjustment is required.

**UTILITIES:** The subject and all three sales have municipal utilities. No adjustment is considered necessary.

**FOUNDATION:** The subject has a full foundation. All three sales have a full foundation. No adjustment is needed.

**BATHROOM:** The subject has one full bath. Sale #1 has two baths and has been adjusted in the sales grid. The remaining two sales are similar to the subject thus no adjustment is needed.

**SIZE/SHAPE:** The subject property and all three sales have lots that are similar in size to the residences in the area. No adjustment is needed.

**SIZE-RESIDENCE:** The subject property measures 1,152 square feet. Sale #1 measures 1,512 square feet, Sale #2 measures 1,136 square feet, and Sale #3 measures 1,281 square feet. All three sales are similar in size and need no adjustment.

**AGE:** The subject property is over 50 years in age as are all three sales. No adjustment is considered necessary.

**FIREPLACE:** The subject does not have a fireplace. All three sales do not have a fireplace. No adjustment is needed.

**GARAGE:** The subject has a detached two car garage. Sale #1 has no garage. Sale #2 has a 1 car garage and Sale #3 has a one car garage. All three sales have been adjusted within the sales grid.

## CONCLUSION OF VALUE BEFORE THE ACQUISITION

The three comparable sales represent a value range of between \$20,000 and \$29,250 for the subject property. I feel that the subject property's value is in the mid to upper range of the sales used in this report. Based upon my investigation and analysis I sincerely feel that a fair estimate of the current fair market value of the subject residential property and 4,200 square feet of land is \$26,000.

### ALLOCATION:

Residence	\$14,500
Garage	\$ 2,500
Landscaping	\$ 1,000
Land (4,200 Square Feet)	\$ 8,000
Total	\$26,000

### CORRELATION

Before Value \$26,000

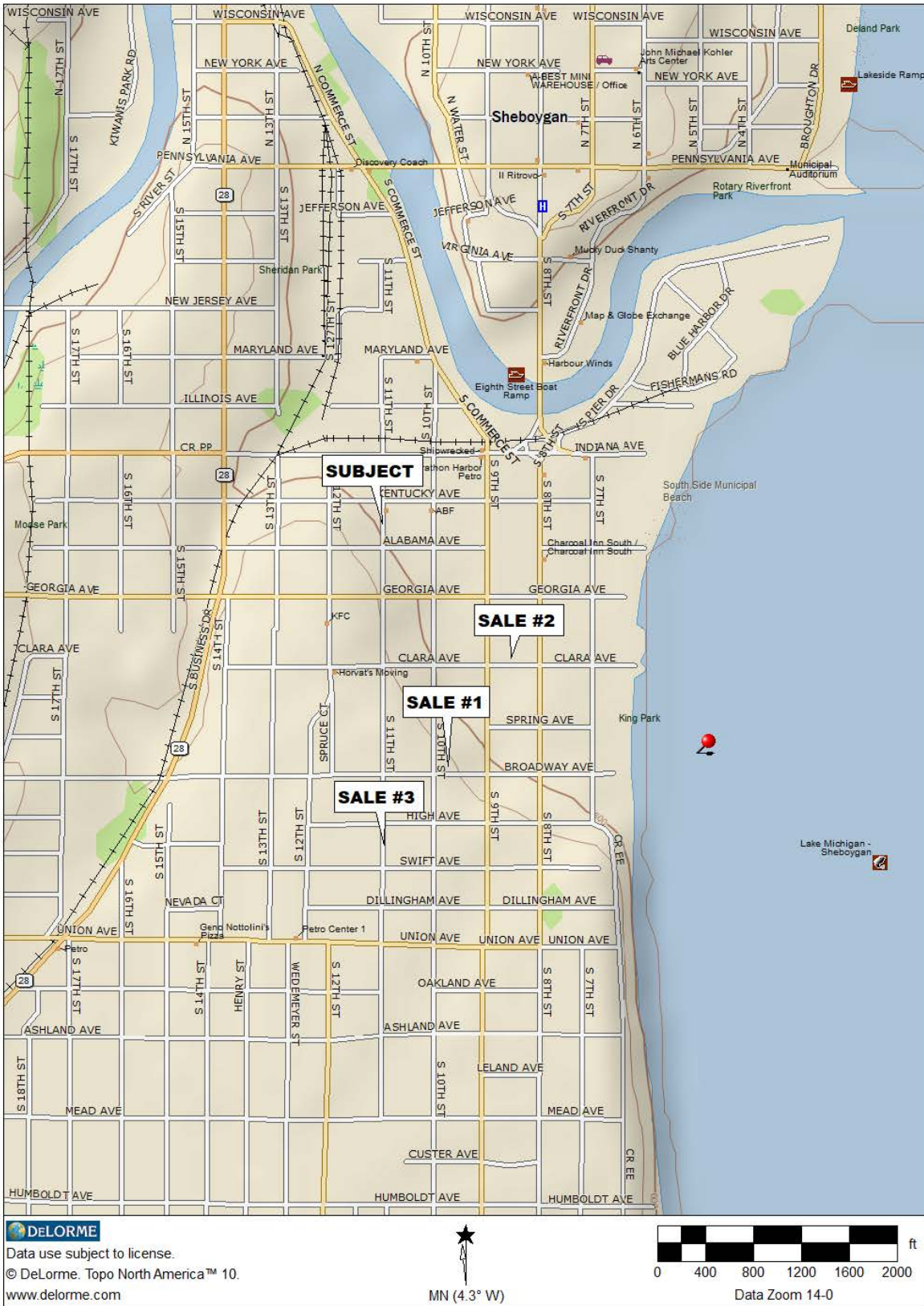
After Value \$ -0-

Total Damages \$26,000

### TOTAL DAMAGES & ALLOCATION OF DAMAGES

Land \$8,000
Residence \$14,000
Garage \$2,500
Landscaping \$1,000
<b>TOTAL DAMAGES</b> \$26,000.00

# COMPARABLE SALES LOCATION MAPS



# PROPERTY RECORD

**Real Estate Detail**

<b>Roll Year:</b>	2017	<b>Primary Owner:</b>	Kettleview Properties LLC
<b>Parcel:</b>	302090	<b>Municipality:</b>	
<b>Address:</b>	1214 S 11th St		
<b>Unit Number:</b>			
<b>Land Value:</b>	8,100		
<b>Building Value:</b>	11,900		
<b>Total Value</b>	20,000		
<b>Assessed Acres:</b>	.1		
<b>Property Class:</b>	Residential		
<b>Town:</b>	15N		
<b>Range:</b>	23E		
<b>Section:</b>	26		
<b>Lot Square Feet:</b>	4,200		

Dimension	Assessed Value
120 x 35	\$8,100

**Sanitary:** Sewer

**Water:** City water

**Traffic:** Light

**Zoning:** CC (CENTRAL COMMERCIAL)

**Map Number:** 1523 26 154 011

**Street:** 1214 S. 11TH ST.

**Legal Description:** ORIGINAL PLAT S 35' OF LOTS 1 & 2 BLK 271

**Secondary Addresses:**

**Detached Garage:** Yes

**Utility Shed:** No

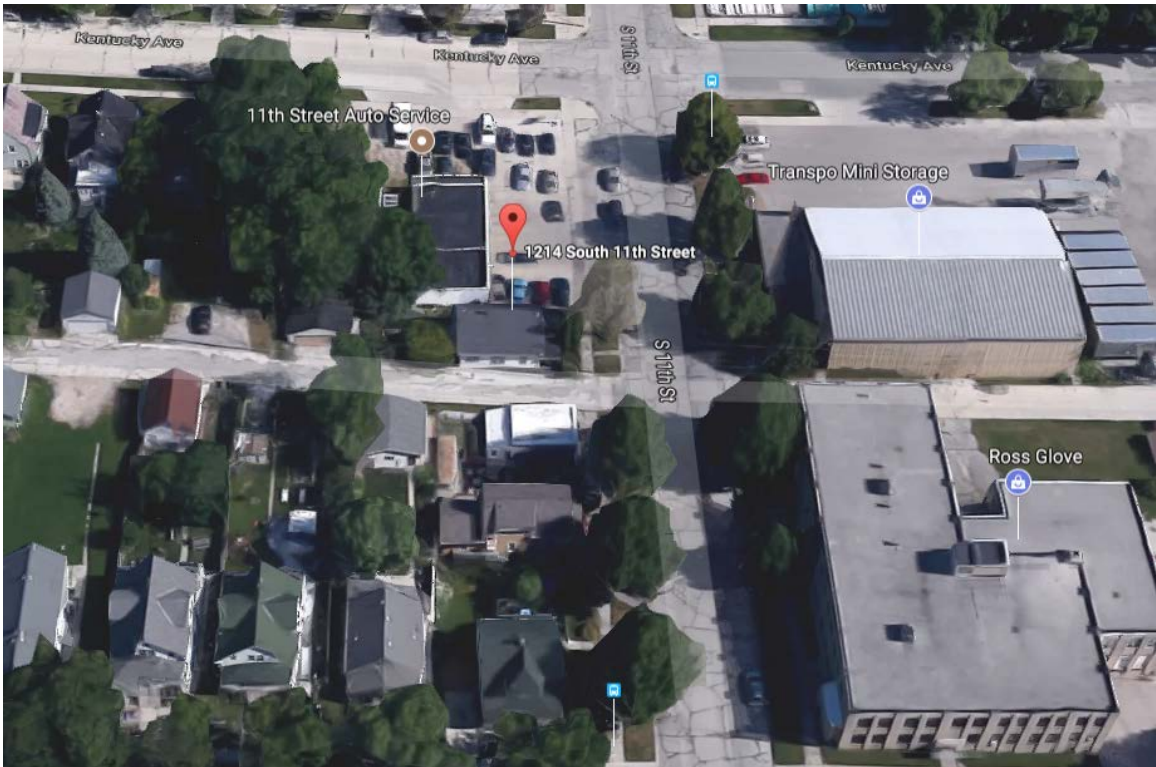


<p><b>Residential Buildings</b></p> <p><b>Zoning:</b> Residential      <b>Bedrooms:</b> 2</p> <p><b>Year Built:</b> 1926      <b>Full Baths:</b> 1</p> <p><b>Style:</b> Old style      <b>Half Baths:</b> 0</p> <p><b>Occupancy:</b> Single family      <b>Family Rooms:</b> 0</p> <p><b>Stories:</b> 1 story w/attic      <b>Additional Rooms:</b> 3</p> <p><b>Roof:</b> Asphalt shingles</p> <p><b>Exterior:</b> Alum/vinyl</p> <p><b>Attached Garage SF:</b> 0      <b>Full Basement SF:</b> 768</p> <p><b>Heating:</b> Gas, forced air      <b>Finished Basement:</b></p> <p><b>Cooling:</b> None      <b>First Floor SF:</b> 768</p> <p><b>Fireplace:</b> 0      <b>Second Floor SF:</b></p> <p><b>Metal Fireplace:</b> 0      <b>Third Floor SF:</b></p> <p><b>Gas Fireplace:</b> 0      <b>Finished Attic:</b> 384</p> <p><b>Crawl Space:</b></p> <p><b>Rec Room:</b></p>	<p><b>Commercial Buildings</b></p>
--	------------------------------------

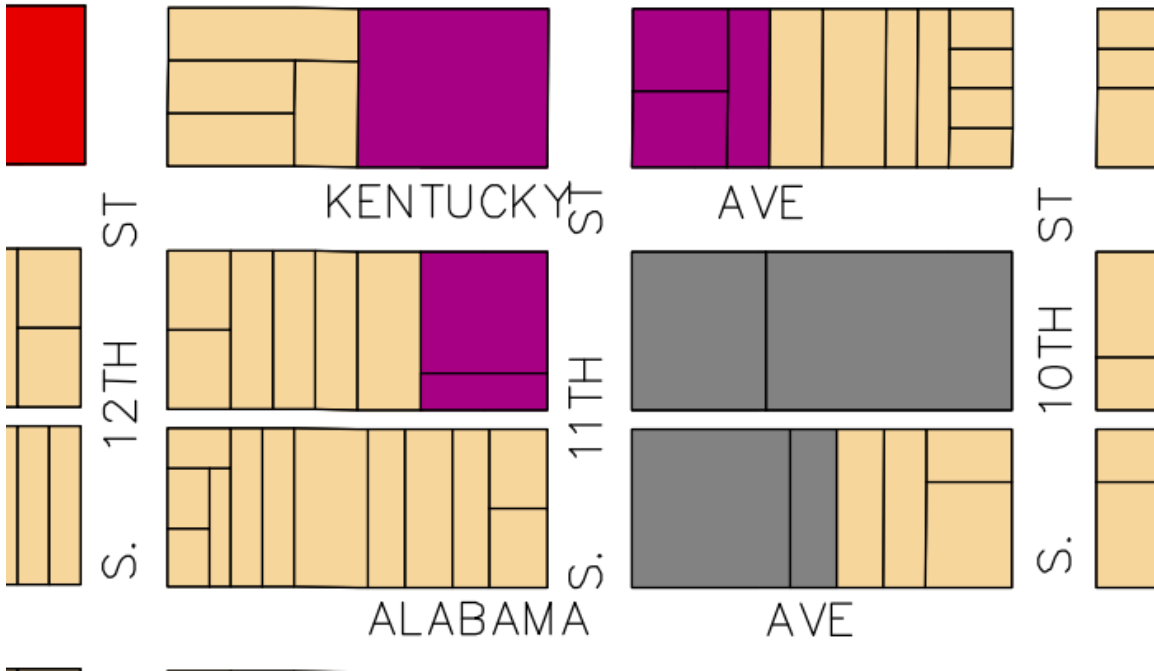
**Attachments**

Description	Square Feet
Masonry stoop or terrace	28
Open porch, frame, lower	168

# SUBJECT PLAT



# ZONING MAP



## ZONING LEGEND

### BASE ZONING DISTRICTS

-  SR-3 - SUBURBAN RESIDENTIAL 3
-  SR-5 - SUBURBAN RESIDENTIAL 5
-  NR - NEIGHBORHOOD RESIDENTIAL
-  MR-8 - MIXED RESIDENTIAL 8
-  UR - URBAN RESIDENTIAL 12
-  SO - SUBURBAN OFFICE
-  NO - NEIGHBORHOOD OFFICE
-  SC - SUBURBAN COMMERCIAL
-  NC - NEIGHBORHOOD COMMERCIAL
-  UC - URBAN COMMERCIAL
-  CC - CENTRAL COMMERCIAL
-  PPUD - PRE-PLANNED UNIT DEVELOPMENT
-  PUD - UNIT DEVELOPMENT
-  HI - HEAVY INDUSTRIAL
-  SI - SUBURBAN INDUSTRIAL
-  UI - URBAN INDUSTRIAL
-  RA - /AGRICULTURAL
-  RR - RAILROAD

## SUBJECT PHOTOGRAPHS



View of the subject along 11<sup>th</sup> Street.



View of the subject from the alley way.

Photographs taken by Steven Mann in October of 2017.

## SUBJECT PHOTOGRAPHS



View of the subject living room.



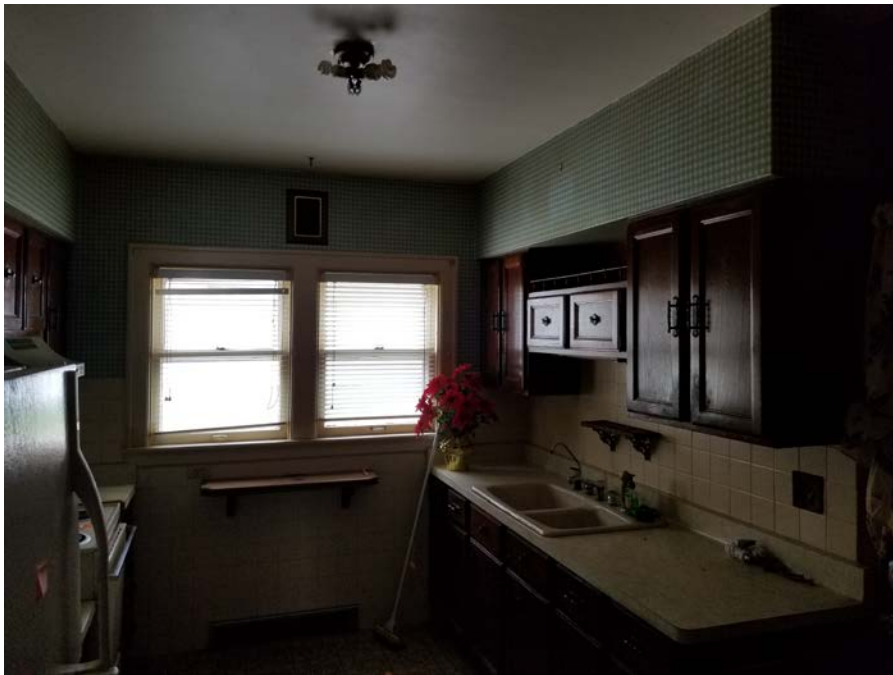
View of the subject repaired basement wall.

Photographs taken by Steven Mann in October of 2017.

## SUBJECT PHOTOGRAPHS



View of the subject upstairs bedroom.



View of the subject kitchen.

Photographs taken by Steven Mann in October of 2017.

## SUBJECT PHOTOGRAPHS



View of the subject bathroom



View of the subject garage.

Photographs taken by Steven Mann in October of 2017.

## IMPROVED RESIDENTIAL SALE #1



SALE #: 1

TAX KEY #: 59281305850

LOCATION: 928 Broadway Avenue, Sheboygan, WI

SALE DATE: June 29, 2013

SALE PRICE: \$20,000

LAND NET SIZE: 3,850 Square Feet

RESIDENCE SIZE: 1,512 Square Feet

UNIT PRICE: \$13.23 per Square Foot

GRANTOR: WHEDA

GRANTEE: Valerie J. Thalacker

ZONING: Residential

INTENDED USE: Single Family Residential

TYPE OF DOCUMENT: Warranty Deed

DOCUMENT #1971810

CONDITION OF SALE: Arms-length

FINANCING: Conventional

VERIFIED BY: Multiple Listing Service, Record Review, Sheboygan County Register of Deeds,  
Confirmed by Steven Mann

DATE: 10/2017

DESCRIPTION: This property is located on Broadway Avenue in the City of Sheboygan. This residential property is located just south of the subject. The property has all the available municipal services.

Improved Sale #1



## IMPROVED RESIDENTIAL SALE #2



SALE #: 2

TAX KEY #: 59281318550

LOCATION: 824 Clara Avenue, Sheboygan, WI

SALE DATE: August 31, 2016

SALE PRICE: \$25,000

LAND NET SIZE: 3,920 Square Feet

RESIDENCE SIZE: 1,136 Square Feet

UNIT PRICE: \$22.00 per Square Foot

GRANTOR: US Bank National Association

GRANTEE: Joseph C. & Taunaleah D. Davis

ZONING: Residential

INTENDED USE: Single Family Residential

TYPE OF DOCUMENT: Warranty Deed

DOCUMENT #2027063

CONDITION OF SALE: Arms-length

FINANCING: Conventional

VERIFIED BY: Multiple Listing Service, Record Review, Sheboygan County Register of Deeds, Confirmed by Steven Mann

DATE: 10/2017

DESCRIPTION: This property is located on Broadway Avenue in the City of Sheboygan. This residential property is located just south of the subject. The property has all the available municipal services.

Improved Sale #2



### IMPROVED RESIDENTIAL SALE #3



SALE #: 3

TAX KEY #: 59281305040

LOCATION: 1813 S. 11<sup>th</sup> Street, Sheboygan, WI 54220

SALE DATE: February 22, 2013

SALE PRICE: \$28,000

LAND NET SIZE: 3,049 Square Feet

RESIDENCE SIZE: 1,281 Square Feet

UNIT PRICE: \$21.86 per Square Foot

GRANTOR: DEIBERT, SCOTT D & TAMARA A

GRANTEE: KRUPKA, STEVEN J

ZONING: Residential

INTENDED USE: Single Family Residential

TYPE OF DOCUMENT: Warranty Deed

DOCUMENT #1978529

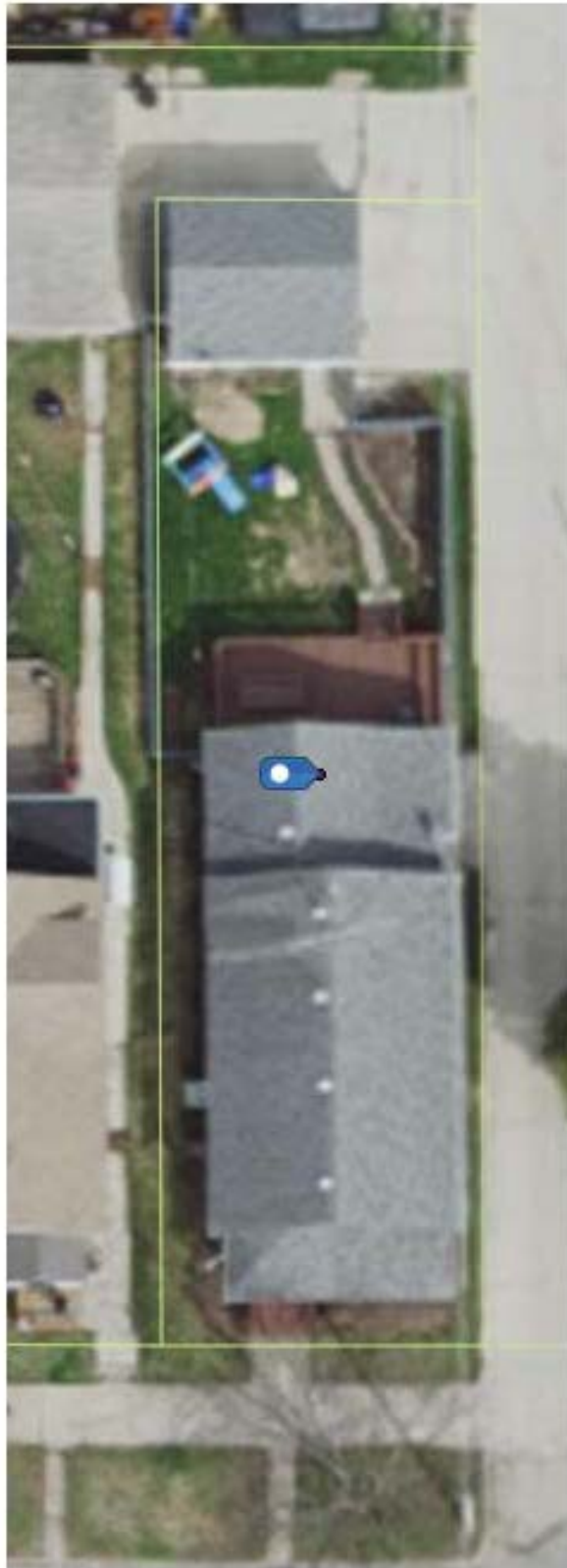
CONDITION OF SALE: Arms-length

FINANCING: Conventional

VERIFIED BY: Multiple Listing Service, Record Review, Sheboygan County Register of Deeds,  
Confirmed by Steven Mann DATE: 10/2017

DESCRIPTION: This property is located on Broadway Avenue in the City of Sheboygan. This residential property is located just south of the subject. The property has all the available municipal services.

Improved Sale #3



## **CONTINGENT AND LIMITING CONDITIONS**

The Certification of the appraiser appearing in the appraisal report is subject to the following conditions and to such other limiting conditions as are set forth by the appraiser in the report.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. Any distribution of the valuation in the report between land and improvements only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisals and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent condition of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.

Environmental Disclaimer: The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in the report.

This appraisal is made using the departure provision of the Uniform standards of Professional Appraisal Practice. Because the acquisition is minor and will not adversely affect the property, a complete description of the entire property is not required and the appraiser has been instructed to value only the part acquired as part of the whole.

## APPRAISER'S QUALIFICATION SUMMARY

Steven G. Mann  
424 Hazel Street  
Oshkosh, Wisconsin

Education & Experience Summary: University of Wisconsin Oshkosh Business Administration, 1970-1974. Licensed Wisconsin Real Estate Broker since 1979. Twenty-nine years experience as a professional real estate appraiser and negotiator. Wisconsin Certified Residential Appraiser License #541.

### Appraisal Experience:

Agricultural Properties	Industrial Properties
Airports	Lodges
City Parklands	Sub-Divisions
Commercial Properties	Multi-Family Buildings
Manufacturing Properties	Single Family Residences
Fractional Interests	Wetlands
Easements	Parking Lots
Highest and Best Use Studies	Restaurants
Car Washes	Churches
Vacant Land	Utility Right-of-Way
Gas Stations	Railroad Right-of-Way
Convenient Stores	Highway Right-of-Way
Office Buildings	Right-of-Way Negotiations
WISPARK, Inc.	Nursing Homes
Condemnations	Landfills

### Some Clients Represented:

Advantage Bank FSB	Kenosha Unified School District
AM Community Credit Union	City of Oshkosh
Bank One, Racine N.A.	Wisconsin Department of Transportation District 3
First Bank Southeast N.A.	Wisconsin Department of Transportation District 2
First Wisconsin Bank, Racine	General Casualty Insurance
Heritage Bank & Trust	Waukesha County Transportation Department
Jupiter Transportation Co.	Kenosha Medical Park
Village of Merton	LakeView Corporate Park
Northern Trust, Chicago	Washington County
City of Racine	Winnebago County Sewerage District
City of Oshkosh	Town of Caledonia
Town of Whitewater	United Artist Theaters
WISPARK, Inc.	Wisconsin Electric Power Co.

Many Attorneys, Relocation Agencies and Private Individuals

III

44

Res. No. 132 - 17 - 18. By Alderpersons Donohue and Ross.  
February 5, 2018.

A RESOLUTION authorizing the City Administrator and City Attorney to take necessary action, including the use of eminent domain procedures, to obtain property located at 1214 South 11th Street.

WHEREAS, the City desires to update and repair the east-west alley that runs from South 11th Street to South 12th Street between Alabama and Kentucky Avenues; and

WHEREAS, it appears that bringing the alley up to modern standards may require the use of the property at 1214 South 11th Street; and

WHEREAS, the current owner of the property has rebuffed attempts by the City to purchase the property directly, thus requiring the potential use of eminent domain procedure; and

WHEREAS, the process for eminent domain will involve the City making a determination of necessity, obtaining at least one appraisal of the property, further negotiation pursuant to the provisions of Chapter 32, Wis. Stats., a jurisdictional offer to purchase, and possible additional steps to commence condemnation if a jurisdictional offer is not accepted or rejected; and

WHEREAS, any jurisdictional offer to be made will come to the Common Council for approval; and

WHEREAS, it is the sense of the council that while it would prefer an arms-length negotiation and sale, it is willing to proceed to eminent domain if necessary.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator and the City Attorney are hereby authorized to begin the process of eminent domain with regard to the property at 1214 South 11th Street pursuant to Chapter 32, Wis. Stats., including determining the necessity of obtaining the property, procuring all necessary appraisals of the property, negotiating a settlement, preparing a jurisdictional offer to purchase, and taking any other necessary additional steps to commence condemnation.

*J. Lyman Nowak*  
\_\_\_\_\_  
*Audrey [Signature]*  
\_\_\_\_\_

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

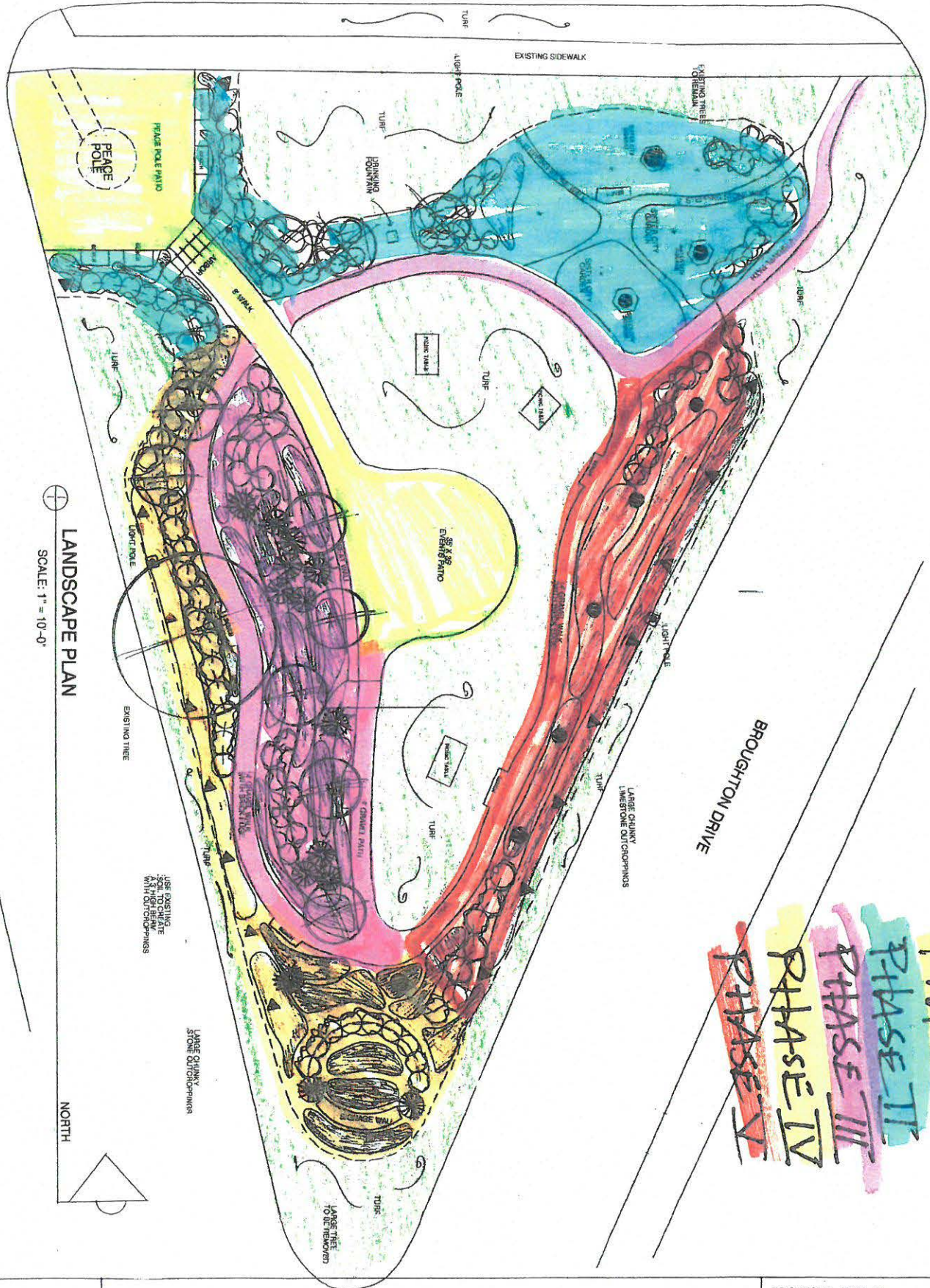
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**DESIGN PHASES FOR:**

**PEACE POLE PARK**

**SHEBOYGAN, WISCONSIN**

**DATED: 31 JANUARY 2018**



3RD STREET  
COMPLETE GARDEN

5 of 6

LANDSCAPE PLAN  
SCALE: 1" = 10'-0"

BROUGHTON DRIVE

PHASE I  
 PHASE II  
 PHASE III  
 PHASE IV  
 PHASE V

LANDSCAPE ARCHITECT

Kelly's  
Landscape  
Design

LANDSCAPE PLAN FOR:

PEACE PARK OF SHEBOYGAN

PROJECT #: 2969-17

DATE: 5 JANUARY 2018  
REV. 12 JANUARY 2018

SCALE: 1" = 10'-0"

# PEACH POLE PARK

## SHEBOYGAN, WISCONSIN

Page 1

31 January 2018

Phase descriptions for the Peace Pole Park:

### PHASE 1

Phase One would include the following:

- Fixing the peace pole

- Grading the site

- Installing the patio around the peace pole: 35 x 28

  - Bench patios 4-3 x 6

- Installing 8' wide brick walk to event patio 8 x 50

- Installing the events patio 35 x 35

- 4 benches

- 3 picnic tables

- Mulch existing trees in the north east corner of the site

- Removal of trees

- Electrical connections for event patio

# PEACH POLE PARK

## SHEBOYGAN, WISCONSIN

Page 2

31 January 2018

Phase descriptions for the Peace Pole Park:

### PHASE 2

Phase Two would include the following:

Install the water fountain patio 10 x 10

Install water Fountain

Stepping stone walks 140 x 3

Bench 1

Arbor

Sister city signage

Mulch

Plants:

#### TREES

Pears 4

#### SHRUBS

Boxwood 18

Roses 10

Roses 10

Hydrangea 7

Roses 7

#### PERENNIALS

200

# PEACH POLE PARK

## SHEBOYGAN, WISCONSIN

Page 3

31 January 2018

Phase descriptions for the Peace Pole Park:

### PHASE 3

Phase Three would include the following:

Re-grading berms

Benches-3

Crushed gravel pathway with brick edge

Seat wall – 50'

Outcroppings 9

Mulch

Plants:

#### TREES

Pears 6

#### EVERGREENS

Low-growing 8

Specimens 3

#### SHRUBS

Weigelia 7

Spiraea 7

#### PERENNIALS

300

# PEACH POLE PARK

## SHEBOYGAN, WISCONSIN

Page 4

31 January 2018

Phase descriptions for the Peace Pole Park:

### PHASE 4

Phase Four would include the following:

Signage Wall-20'

Stone 7

Sculpture

Mulch

Re-sodding

Plants:

#### TREES

Pears 2

#### EVERGREENS

Blue-Totum Spruce 3

#### SHRUBS

Hydrangea 11

Boxwood 9

Spiraea 7

#### PERENNIALS

400

**PEACH POLE PARK**  
**SHEBOYGAN, WISCONSIN**

Page 5

31 January 2018

Phase descriptions for the Peace Pole Park:

**PHASE 5**

Phase Five would include the following:

Walkway 110 x 5

Benches 2

Stones 8

Sculptures

Plants:

**SHRUBS**

Hydrangea 7

Spiraea 7

**PERENNIALS**

250



III

Res. No. 133 - 17 - 18. By Alderperson Wolf. February 5, 2018.

A RESOLUTION requesting that advocates for the Sheboygan Peace Park be able to refer to and sign the portion of Deland Park located at the intersection of Michigan Avenue, North 3<sup>rd</sup> Street and Broughton Drive, "Sheboygan Peace Park", while maintaining the idea that it is still part of Deland Park, and to be given permission to fundraise and develop the property, under supervision of the Department of Public Works, according to the proposed draft site plan.

WHEREAS, in 2005 a resolution was approved by the City Council to allow a Peace Pole with the message "May Peace Prevail on Earth" in 16 languages, to be placed on the portion of Deland Park described above; and

WHEREAS, Advocates including community citizens and Veterans for Peace, for The Sheboygan Peace Park, started meeting in December of 2015 to further the development of the area through design and maintenance of the landscaping.

WHEREAS, the advocates for the park have diligently met over the course of the last two years discussing the meaning of the park, the park design, and maintaining the landscaping of the park by planting, watering, and weeding of the flowers in the park.

RESOLVED: That the advocate group for the Sheboygan Peace Park is authorized to call this portion of Deland Park, "the Sheboygan Peace Park", which remains part of Deland Park, and that they are able to fundraise for and develop the area, under supervision of the Public Works Department, according to the proposed draft site plan.

  
\_\_\_\_\_

*Public Works*

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

\_\_\_\_\_, 20\_\_\_\_.

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

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



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution requesting that advocates for the Sheboygan Peace Park be able to name and place signage in the portion of Deland Park located at the intersection of Michigan Avenue, North 3<sup>rd</sup> Street and Broughton Drive, “Sheboygan Peace Park”, while maintaining the idea that it is still part of Deland Park, and to be given permission to fundraise and develop/landscape the property, under supervision of the Department of Public Works, according to the proposed draft site plan.

---

**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

---

**REPORT DATE:** January 30, 2018

**MEETING DATE:** February 6, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

In 2005 a resolution was approved by the City Council to allow a Peace Pole with the message “May Peace Prevail on Earth” in 16 languages, to be placed in the portion of Deland Park as described above. The pole and landscape surrounding it has been cared for by citizen volunteers since its establishment.

In December of 2015, an advocate group for the Sheboygan Peace Park formed. This group has met diligently over the last two years discussing what a peace park can represent to the community, how it should be designed, continuing to care for the flower beds by planting new flowers donated to the group, watering, weeding, and holding small events.

Recently, the group started working with Kelly Bahrs, from Kelly’s Landscape Design. Kelly has donated her time working with the group and using their ideas along with hers to design a site plan. The plan is attached in draft form. The group is at a point where they would like City approval to start fundraising so they can develop/landscape the property, under the supervision of the Department of Public Works, according to the proposed draft site plan.

Before the group starts fundraising, they will seek a non-profit to work with or form their own.

**STAFF COMMENTS:**

I have been actively involved with this group since the first meeting in 2015. They have been effective communicating with many City staff representatives. The draft concept is very good, but it is a big initiative. The development will need to be broken down into many stages. I would like to see the group's request approved and I am willing to continue working closely with them. To ensure quality landscape and maintenance.

**ACTION REQUESTED:**

Motion to approve Res. No. 133-17-18 (4.3) A RESOLUTION requesting that advocates for the Sheboygan Peace Park be able to refer to and sign the portion of Deland Park located at the intersection of Michigan Avenue, North 3rd Street, and Broughton Drive, "Sheboygan Peace Park", while maintaining the idea that it is still part of Deland Park, and to be given permission to fundraise and develop the property, under supervision of the Department of Public Works, according to the proposed draft site plan.

**ATTACHMENTS:**

- I. Res. No. 133-17-18
- II. Proposed Draft Sheboygan Peace Park Site Plan

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Submitting a communication from Nic Collins, Assistant Principal Horace Mann Middle School, regarding any of the “No Left Turn” signs on Georgia Avenue behind Horace Mann Middle School.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** 2/8/2018

**MEETING DATE:** 2/13/2018

---

**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

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**BACKGROUND / ANALYSIS:** Approximately five years ago, the Sheboygan Area School District requested that all “No Left Turn” movements from Georgia Avenue to the parking lot on the north side of Horace Mann Middle School be eliminated. The reason for this request was that parents were dropping off and picking up students at this parking lot which caused vehicles to cue/backup onto Georgia Avenue. The SASD then made a policy that students are to be dropped off and picked up from the Union Avenue entrance. The SASD wants this “No Left Turn” restriction removed because it is not a user-friendly movement for the minimal vehicles that still use this north side parking lot, such as buses for special needs students and traveling teachers. This minimal use for the north parking lot no longer causes cueing/backups onto Georgia Avenue.

**STAFF COMMENTS:** Due to the change in policy from the Sheboygan Area School District requesting that all student drop off/pick up’s are to be made using the Union Avenue entrance, staff recommends eliminating the left turn restriction on Georgia Avenue.

**ACTION REQUESTED:** Motion to approve R. O. No. 283-17-18 (3.12) Submitting a communication from Nic Collins, Assistant Principal Horace Mann Middle School, regarding any of the “No Left Turn” signs on Georgia Avenue behind Horace Mann Middle School.

**ATTACHMENTS:**

- I. R.O. No. 283-17-18

II

3.12

R. O. No. 283 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a communication from Nic Collins, Assistant Principal Horace Mann Middle School, regarding any of the "No Left Turn" signs on Georgia Avenue behind Horace Mann Middle School.

Public Works

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CITY CLERK

Susan Richards  
City Clerk – City of Sheboygan  
828 Center Ave., Suite 100  
Sheboygan, WI 53081

Dear Ms. Richards and City of Sheboygan Clerk Office,

My name is Nic Collins and I'm the Asst. Principal at Horace Mann Middle School. This letter is regarding the any of the "No Left Turn" signs on Georgia Avenue behind Horace Mann Middle School, near our rear entrance. This sign is preventing teachers, staff, and city busses from traveling in or out of our back circle on Georgia Ave. We would like to request that the ordinance be lifted and the signs for "No Left Turn" be removed on Georgia Ave on either side of the entrance to our back circle. Also, if there is a sign on our property related to this ordinance/prohibited turn, we would like to be able to remove this as well.

We met with Shoreline Metro and discussed them not being able to turn left into or out of our back circle to pick up students from 3:30pm on, that use their services. The students are required to cross Georgia Avenue at this time and walk a significant distance from our building to access the pick up point and we do not have sight line to this location as we release them from our supervision.

The signs were put in by request of Horace Mann / SASD because we had issues with parents picking up their students in rear of building and causing traffic issues on the hill leading to the driveway entrance/exit - immediately following school. Since that time, we have required all parents to pick up students from front of the building immediately following school and all Prigge Buses and Metro Busses pick up in front of the building as well.

We would like to keep all the signs that communicate No Parking, No Stopping, and No Standing at anytime on Georgia Avenue. I have discussed this with Vicki Ritchie (Principal) and other representatives at our school.

Please let me know if this is possible, if there is any further action required by Horace Mann and SASD, and if there are any other aspects that I would need address on this item.

Thank you for your time and consideration.

 1-16-18

Nic Collins  
Assistant Principal  
Horace Mann Middle School  
2820 Union Avenue  
Sheboygan, WI 53081  
Office: 920-459-3697  
Cell: 414-870-2045

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**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Request from Elite Consulting Services, Inc. for a reduction in charges on invoice 6252 to Kayla M Schultz for damage to a traffic signal at 14<sup>th</sup> Street and New Jersey Avenue on July 26, 2017.

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**REPORT PREPARED BY:** David Biebel, Director of Public Works

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**REPORT DATE:** February 8, 2018

**MEETING DATE:** February 13, 2018

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**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

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**BACKGROUND / ANALYSIS:**

The Common Council created Section 2-399 of the Municipal Code providing for the assessment of costs for repair of damages to public property on Gen. Ord. No. 1-15-16 in 2015. Subsection (b) identifies the charges “employee time charge will include wages and benefits, and the equipment usage will include a charge for maintenance and repair of the equipment. All materials used will be charged at actual cost plus 30 percent, plus applicable sales tax, with a minimum fee of \$100.”

Utilizing the fee structure outlined in the ordinance, the charges for damage to the traffic signal totaled \$34,165.96. The breakdowns of the charges follow:

- Salaries \$4,180.00
- Equipment Rental \$4,695.00
- Traffic Control Materials \$25,083.94
- Sign Materials \$207.00

**STAFF COMMENTS:**

The charges on the invoice followed the ordinance. Elite Consulting Services, Inc. has offered payment of \$30,245.16, reducing the materials to \$23,538.36 and reducing equipment rental to \$2,526.80, a total reduction of \$3,920.79. Attorney Adams has advised payment can only be accepted pursuant to the ordinance but Council has the authority to accept less. Mr. Clark of Elite Consulting Services, Inc. requests a determination by Council regarding the offered payment amount of \$30,245.16.

**ACTION REQUESTED:**

Motion to recommend the Public Works Committee recommend the Common Council reject the offered reduction of \$3,920.79 on invoice 6252.

**ATTACHMENTS:**

- I. Gen. Ord. No. 1-15-16

Gen. Ord. No. 1 - 15 - 16. By Alderperson Hammond. April 21, 2015.

AN ORDINANCE creating Section 2-399 of the Municipal Code providing for the assessment of costs for repair of damages to public property.

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

Section 1. Section 2-399 of the Sheboygan Municipal Code entitled "Assessment of costs for repair of damages to public property" is hereby created to read as follows:

"Sec. 2-399. *Assessment of costs for repair of damages to public property.*

- (a) In addition to any penalties imposed for violation of sections 26-909, 74-47, 110-280 or 134-113 of this code, any person who shall cause physical damage to or destroy any public property shall be liable for the costs of repairing such damages or replacing such property. The parents of any unemancipated minor child who causes such damage or destruction may be held liable for the cost of repairing such damages or replacing such destroyed property in accordance with Sec. 895.035, Wis. Stats.
- (b) The costs of repairing such damages or replacing destroyed property will be billed based on an hourly charge for employee time and equipment usage, plus materials. The employee time charge will include wages and benefits, and the equipment usage will include a charge for maintenance and repair of the equipment. All materials used will be charged at actual cost plus 30 percent, plus applicable sales tax, with a minimum fee of \$100. A schedule of employee wage and benefit rates and equipment usage charges shall be prepared and updated from time to time by the director of public works."

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

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Quarterly benchmarks

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**REPORT PREPARED BY:** David Biebel, Director of Public Works

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**REPORT DATE:** February 6, 2018

**MEETING DATE:** February 13, 2018

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**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

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**BACKGROUND / ANALYSIS:**

The benchmark measurements for the Department of Public Works for the period commencing September 30, 2017 and ending December 31, 2017 is presented for information and discussion.

**STAFF COMMENTS:**

Due to the seasonal nature of many of the services provided by the Department of Public Works, many items that are benchmarked are currently not available for this report. The benchmark report encompasses information from Streets & Sanitation, Motor Vehicle, Parks & Forestry, Facilities & Traffic, Engineering and Wastewater.

**ACTION REQUESTED:**

For informational purposes only

**ATTACHMENTS:**

Report of benchmark measurements

## Streets, Alleys and Sidewalks

Measurements	2015 Actual	2016 Actual	YTD 12/31/2017	2017 Goals
<b>Workload</b>				
Crack and Joint Filling Footages (LF)	19,675	17,094	36,534	22,000
Yards of Concrete Installed	890	890	1230	1,200
Tons of Asphalt Installed	4,334	4,334	13,509	9,000
Potholes – Cold Mix (Tons)	127	127	123.5	130
Potholes – Hot Mix (Tons)	63	138	524.57	170
<b>Effectiveness</b>				
Resident Satisfaction Rating	N/A	28%	53%	80%
Increase PASER rating	5.93	6.10	N/A	6.25
Increase linear footage of streets on regular crack and joint fill schedule	19,639	17,094	15,100	22,000
Respond to pothole repair requests within two days	N/A	3.5	1.60	2

## Parks

Measurements	2015 Actual	2016 Actual	YTD 12/31/17	2017 Goals
<b>Workload</b>				
Number of Parks	36	36	36	36
Acres of Public Land	705	705	705	705
Miles of Paved Off-Road Trails	7.17	9.61	9.61	9.61
New Trees Planted in Parks	4	50	3	60

## Forestry

Measurements	2015 Actual	2016 Actual	YTD 12/31/17	2017 Goals
<b>Workload</b>				
Trees Planted	27	23	448	500
Trees Removed	450	334	531	600
Trees Elevated	1,177	2,000	2,593	2,000
<b>Efficiency</b>				
Percent of trees trimmed once every 8 years	6	12	N/A	12.5
<b>Effectiveness</b>				
Tree City USA Designation	Yes	Yes	Yes	Yes
Resident Satisfaction Rating	N/A	91%	80%	80%

## Traffic Control Signs

Measurements	2015 Actual	2016 Actual	YTD 12/31/17	2017 Goals
<b>Workload</b>				
Number of Signs Replaced	1,055	929	538	1,010
Number of New Signs	1,261	1,325	1296	1,300
Damaged Mailboxes Repaired/Replaced	30	37	53	
Traffic Arrow/Stop-Bars/Crosswalk Painted	411	1,732	1633	1,700

## Motor Vehicle

	2015 Actual	2016 Actual	YTD 12/31/17	2017 Goals
<b>Measurements</b>				
<b>Workload</b>				
Preventive Maintenance Completion Rate	80%	85%	69.9%	85%
Age of Fleet (Years)	11.5	10.5	9.7	11.0

## Engineering

	2015 Actual	2016 Actual	YTD 12/31/17	2017 Goals
<b>Measurements</b>				
<b>Workload</b>				
Budget Expenditures vs Actual Expenditures	100%	100%	100%	100%
Review of plans within two weeks of submission	N/A	75	96	100
City maps updated annually	14	14	14	14

## Wastewater

	2015 Actual	2016 Actual	YTD 12/31/17	2017 Goals
<b>Measurements</b>				
<b>Effectiveness</b>				
Number of Violations of WPDES Permit Limits	0	0	0	0
CMAR Score	4	4	4	4
Percent Electrical Power Produced	72%	64%	56%	65%