



# SIXTH REGULAR COMMON COUNCIL MEETING AGENDA

**June 20, 2022 at 6:00 PM**

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,  
Sheboygan, WI**

"Leadership is communicating to people their worth and potential so clearly that they are inspired to see it in themselves" - Stephen Covey

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:  
[www.wscssheboygan.com/vod](http://www.wscssheboygan.com/vod).

Notice of the 6th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, June 20, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## OPENING OF MEETING

### 1. Roll Call

*Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely*

### 2. Pledge of Allegiance

### 3. Approval of Minutes

*Regular Council Meeting held on June 6, 2022*

### 4. Confirmation of Mayoral Appointments

*Angela Ramey to Public Works Committee, Zach Rust to Architectural Review Board, Christine Campe to Library Board, Andy Ross to Board of Review, Stephanie Goetz to Senior Service Commission, and James VanAkkeren, GERALYN LEANNAH, Rebecca Clarke and Lora Hagen to Sustainable Task Force*

### 5. Presentation

*Citizens Fire Academy (CFA) by Eric Montellano Fire Chief*

### 6. Presentation

*Affordable Housing Market Study Update on Progress by Chad Pelishek, Director of Planning and Development*

### 7. Public Forum

*Limit of five people having five minutes each with comments limited to items on this agenda.*

### 8. Mayor's Announcements

*Upcoming Community Events, Proclamations, Employee Recognitions*

## CONSENT

### 9. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

- [10.](#) R. O. No. 22-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.
- [11.](#) R. C. No. 30-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends denying License #3539 Reynoso Properties, LLC.
- [12.](#) R. C. No. 32-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends granting the extension of open for Business to License No. 3333 (Kohler Company) and approving the renewal of the alcohol license.
- [13.](#) R. C. No. 29-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R.O. No. 21-22-23 by City Clerk submitting various license applications; recommends amending the R. O. to include license #2207 and granting the license applications with caveats.
- [14.](#) R. C. No. 34-22-23 by Public Works Committee to whom was referred Res. No. 22-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park – Area 5 Pedestrian Bridge; recommends adopting the Resolution.
- [15.](#) R. C. No. 28-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 23-22-23 by Alderpersons Felde and Ackley authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.
- [16.](#) R. C. No. 37-22-23 by Finance and Personnel Committee to whom was referred Res. No. 26-22-23 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin; recommends adopting the Resolution.
- [17.](#) R. C. No. 35-22-23 by Public Works Committee to whom was referred Res. No. 27-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2; recommends adopting the Resolution.
- [18.](#) R. C. No. 36-22-23 by Public Works Committee to whom was referred Res. No. 28-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; recommends adopting the Resolution.

## REPORT OF OFFICERS

- [19.](#) R. O. No. 23-22-23 by City Clerk submitting a communication from Grateful Properties, LLC requesting an encroachment on their property located at 340/342 South Pier Drive for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
- [20.](#) R. O. No. 24-22-23 by City Clerk submitting a communication from M. Squared Properties requesting an encroachment on their property located at 1444 Pershing avenue for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION



## RESOLUTIONS

- [21.](#) Res. No. 29-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a hearing regarding the denial of "Class B" Alcohol Beverage License No. 3539-Reynoso Properties LLC (Pedro Reynoso, Jr., Agent) and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [22.](#) Res. No. 30-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the non-renewal of "Class B" Alcohol Beverage License No. 2301-One More Time, LLC (Joseph P. Bonelli, Agent) and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [23.](#) Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [24.](#) Res. No. 32-22-23 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan. REFER TO CITY PLAN COMMISSION

## REPORT OF COMMITTEES

- [25.](#) R. C. No. 38-22-23 by Finance and Personnel Committee to whom was referred Res. No. 25-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an appropriation in the 2022 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.
- [26.](#) R. C. No. 31-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends denying the renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).
- [27.](#) R. C. No. 33-22-23 by Finance and Personnel Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.

## GENERAL ORDINANCES

- [28.](#) Gen. Ord. No. 3-22-23 by Alderperson Perrella repealing Gen. Ord. No. 39-21-22 granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC, its successors and assigns, the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described in the City of Sheboygan for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
- [29.](#) Gen. Ord. No. 4-22-23 by Alderperson Felde granting M Squared Properties, its successors and assigns, the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION

- 30.** Gen. Ord. No. 5-22-23 by Alderpersons Dekker and Perrella creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue. REFER TO PUBLIC WORKS COMMITTEE

**OTHER MATTERS AUTHORIZED BY LAW**

- 31.** R. O. No. 25-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**ADJOURN MEETING**

- 32.** Motion to Adjourn

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN**

**FIFTH REGULAR COMMON COUNCIL MEETING MINUTES**

**Monday, June 06, 2022**

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**OPENING OF MEETING**

\*Council President Barb Felde to chair the meeting in Mayor Ryan Sorenson's absence.

**1. Roll Call**

Alderspersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust and Salazar – 10.

**2. Pledge of Allegiance**

**3. Approval of Minutes**

MOTION TO APPROVE MINUTES FROM THE MAY 16, 2022 MEETING

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**4. Resignation**

Patricia Weisrock from the Board of Review

MOTION TO RECEIVE AND FILE

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**5. Mayoral Appointments**

LAYS OVER

Angela Ramey to Public Works Committee, Zach Rust to Architectural Review Board, Christine Campe to Library Board, Andy Ross to Board of Review, Stephanie Goetz to Senior Service Commission, and James VanAkkeren, Geralyn Leannah, Rebecca Clarke and Lora Hagen to Sustainable Task Force

**6. Public Forum**

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

**7. Presentation**

Compensation Study Review – Patrick Glynn, Carlson-Dettmann

**CONSENT**

**8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar,

9. R. O. No. 17-22-23 by Board of Water Commissioners submitting a copy of the 2021 Annual Report to the Public Service Commission (PSC) of Wisconsin for the Sheboygan Water Utility.

MOTION TO RECEIVE AND FILE

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

10. R. C. No. 22-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 3-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to enter into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

11. R. C. No. 21-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 1-22-23 by Alderpersons Felde and Ackley amending the rules contained in Sec. 74-56 of the Municipal Code regarding alcohol possession and consumption in parks so as to more clearly provide for possession and consumption of beer and wine while maintaining a prohibition on liquor; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

12. R. C. No. 20-22-23 by Licensing, Hearings, and Public Safety to whom was referred R. O. No. 16-22-23 by City Clerk submitting various license applications; recommends granting the licenses with caveats.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS WITH CAVEATS

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

13. R. C. No. 19-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 15-22-23 by City Clerk submitting various license applications (change of premises); recommends granting the applications contingent upon obtaining street festival permits.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS CONTINGENT UPON OBTAINING STREET FESTIVAL PERMITS

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

14. R. C. No. 18-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications (businesses); recommends granting the applications with various caveats.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS WITH CAVEATS

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

15. R. C. No. 17-22-23 by Public Works Committee to whom was referred Res. No. 19-22-23 by Alderpersons Dekker and Perrella informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

16. R. C. No. 25-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 12-22-23 by Finance Director reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 8895 in the amount of \$17,397.87 billed to Jorge Deanda regarding damage to a traffic control signal and street light located on the median of Taylor Drive and Washington Avenue on September 21, 2020, has been settled with a payment to the City of Sheboygan in the amount of \$16,209.58; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

17. R. C. No. 24-22-23 by Finance and Personnel Committee to whom was referred Res. No. 18-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer of appropriations in the 2022 budget (CARES); recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

18. R. C. No. 15-22-23 by Public Works Committee to whom was referred Res. No. 14-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

19. R. C. No. 16-22-23 by Public Works Committee to whom was referred Res. No. 15-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements; recommends adopting the Resolution.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION**

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

20. R. C. No. 23-22-23 by Public Works Committee to whom was referred Res. No. 20-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to purchase a Screenings Washer Monster from JWC Environmental of Santa Ana, CA to provide a redundant system to wash and compact screened wastewater solids; recommends adopting the Resolution.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION**

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**REPORT OF OFFICERS**

21. R. O. No. 18-22-23 by City Plan Commission to whom was referred R. O. No. 10-22-23 by Capital Improvements Commission to whom was referred R. O. No. 1-22-23 by City Administrator Todd Wolf submitting Capital Improvements Program (CIP) Requests for the years 2023-2027; recommends approving the CIP requests.

**MOTION TO RECEIVE THE R. O. AND APPROVE THE CIP REQUESTS**

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

22. R. O. No. 19-22-23 by City Clerk submitting a claim from Richard A. Olson for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked on Custer Avenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. R. O. No. 20-22-23 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Joseph S. Myszewski at el. REFER TO FINANCE AND PERSONNEL COMMITTEE
24. R. O. No. 21-22-23 by City Clerk submitting various liquor licenses. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**RESOLUTIONS**

25. Res. No. 22-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park - Area 5 Pedestrian Bridge. REFER TO PUBLIC WORKS COMMITTEE
26. Res. No. 26-22-23 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. Res. No. 23-22-23 by Alderpersons Felde and Ackley authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

28. Res. No. 25-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an appropriation in the 2023 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant. REFER TO FINANCE AND PERSONNEL COMMITTEE
29. Res. No. 27-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2. REFER TO PUBLIC WORKS COMMITTEE
30. Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees. REFER TO FINANCE AND PERSONNEL COMMITTEE
31. Res. No. 28-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program. REFER TO PUBLIC WORKS COMMITTEE

## REPORT OF COMMITTEES

32. R. C. No. 26-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 21-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the FY 2022 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Resolution with the staff recommendations as presented.

### MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Salazar, Rust, Ramey – 9.

Voting Abstaining: Perrella – 1.

33. R. C. No. 27-22-23 by Finance and Personnel Committee to whom was referred Res. No. 16-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City; recommends adopting the Resolution as amended.

### MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

## CLOSED SESSION

34. MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved; and under the exemption provided in Wis. Stat. § 19.85(1)(f) for the purpose of considering financial, social, or personal histories or disciplinary data of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data; to wit, consideration of the matter of Abigail H. Hernandez vs. City of Sheboygan Police Dept, ERD Case No. CR202101990, EEOC Case No. 26G202200011C.  
MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written



advice concerning strategy to be adopted by the body with respect to litigation in which it is or is like to become involved, and under the exemption provided in Wis. Stat. § 19.85(1)(f) for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data; to wit, consideration of the matter of Vicky A. Schneider vs. City of Sheboygan, ERD Case No. CR202200171, EEOC Case No. 26G202200443.

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

#### **ADJOURN MEETING**

35. Motion to Adjourn at 8:15 p.m.

Motion made by Mitchell, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.



June 1<sup>st</sup> 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Alder Angela Ramey to be considered for appointment to the Public Works Committee
- Alder Zach Rust to be considered for the appointment to the Architectural Review Board
- Christine Campe to be considered for the appointment to the Library Board as the Sheboygan Area School District Designee
- Andy Ross to be considered for the appointment to the Board of Review.
- Stephanie Goetz to be considered for the appointment to the Senior Service Commission
- James Van Akkeren to be considered for the appointment to the Sustainable Task Force
- Geralyn Leannah to be considered for the appointment to the Sustainable Task Force
- Rebecca Clarke to be considered for the appointment to the Sustainable Task Force
- Lora Hagen to be considered for the appointment to the Sustainable Task Force

Office of the Mayor

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

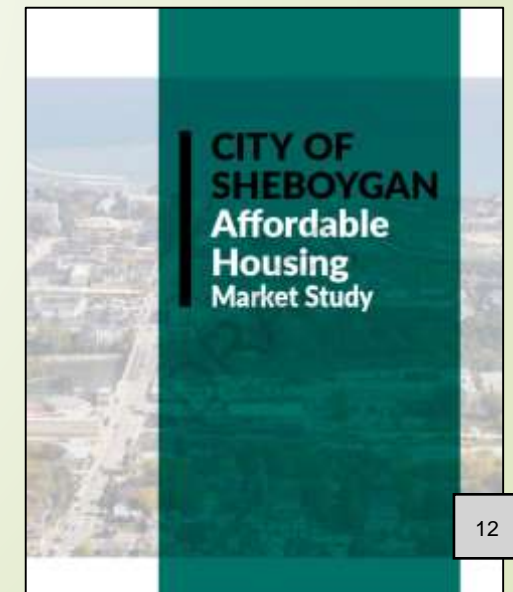
920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

Ryan Sorenson  
Mayor  
City of Sheboygan



# Affordable Housing Study Recommendations Update

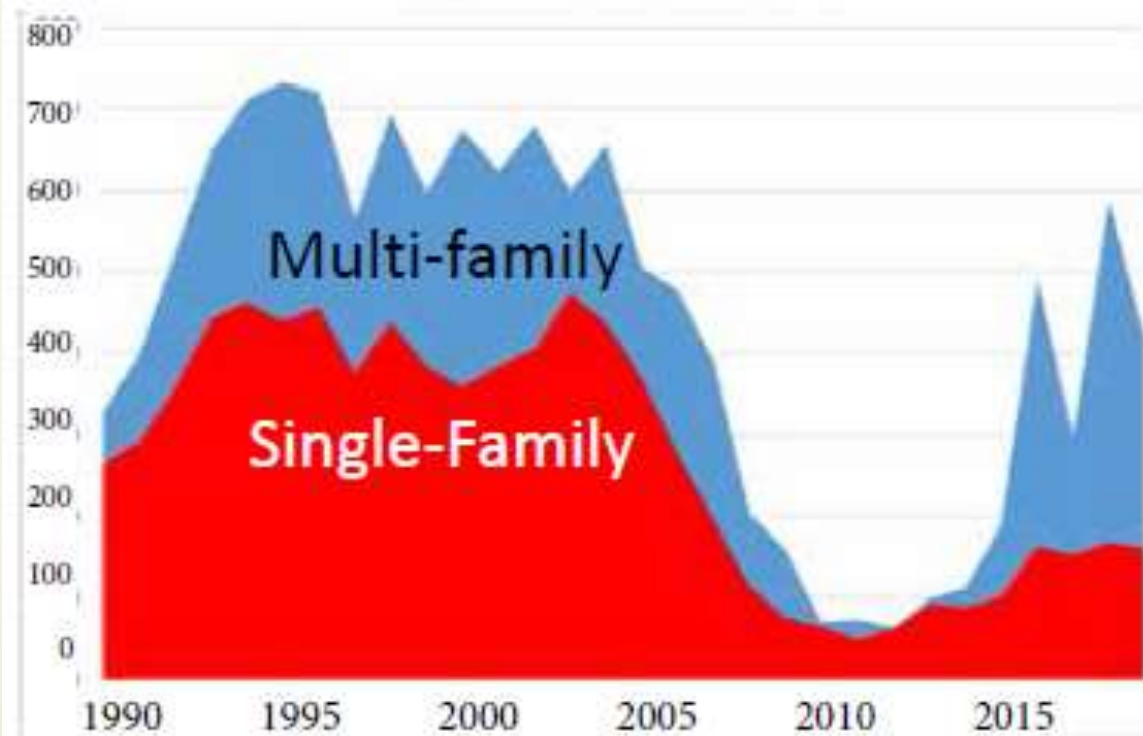
By: Chad Pelishek, Director of Planning and Development  
Common Council  
June 20, 2022



# Recap of the Study Findings:

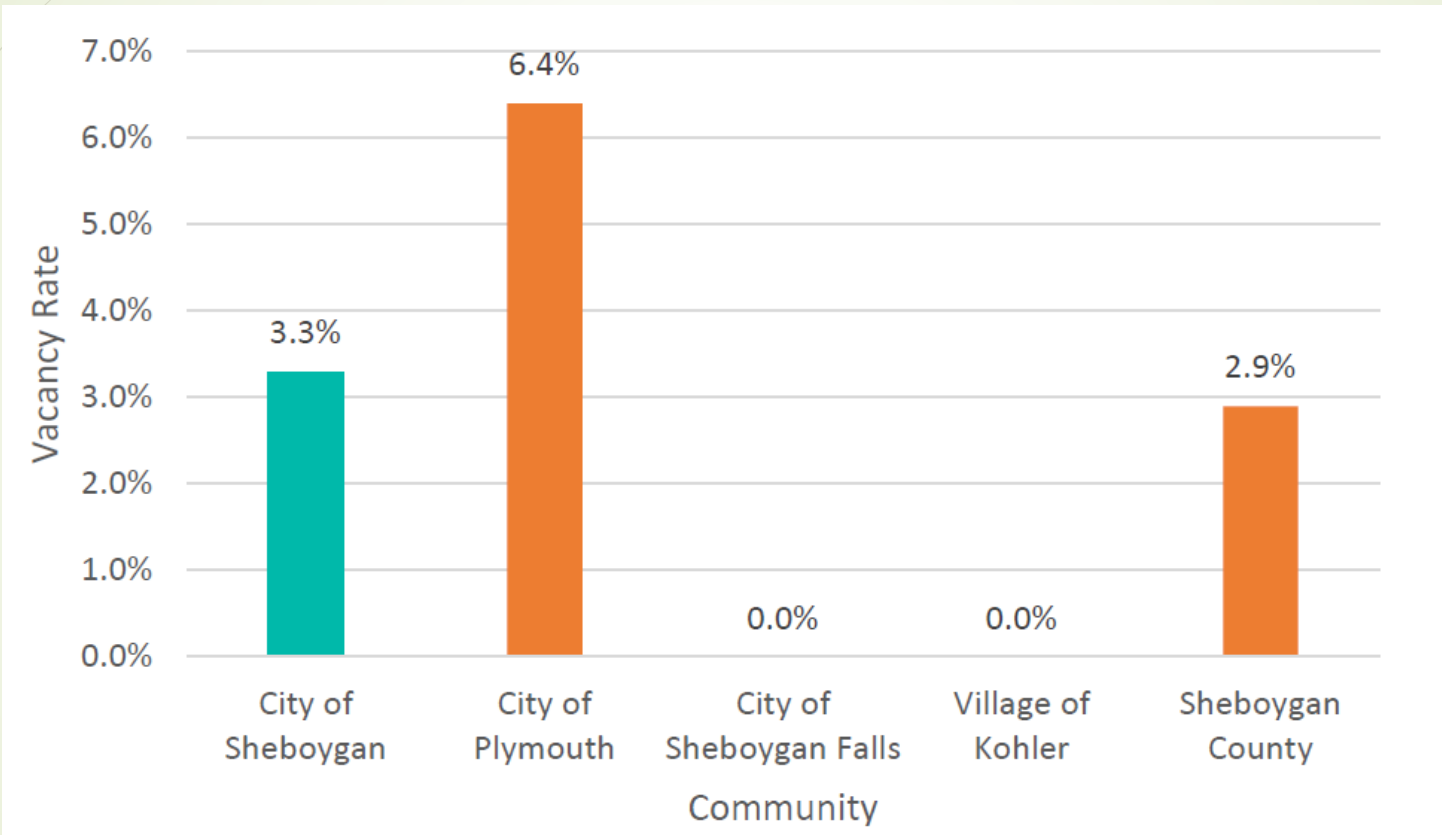
**Figure 31. Total Housing Units by Type for Sheboygan County**

Source: Sheboygan County



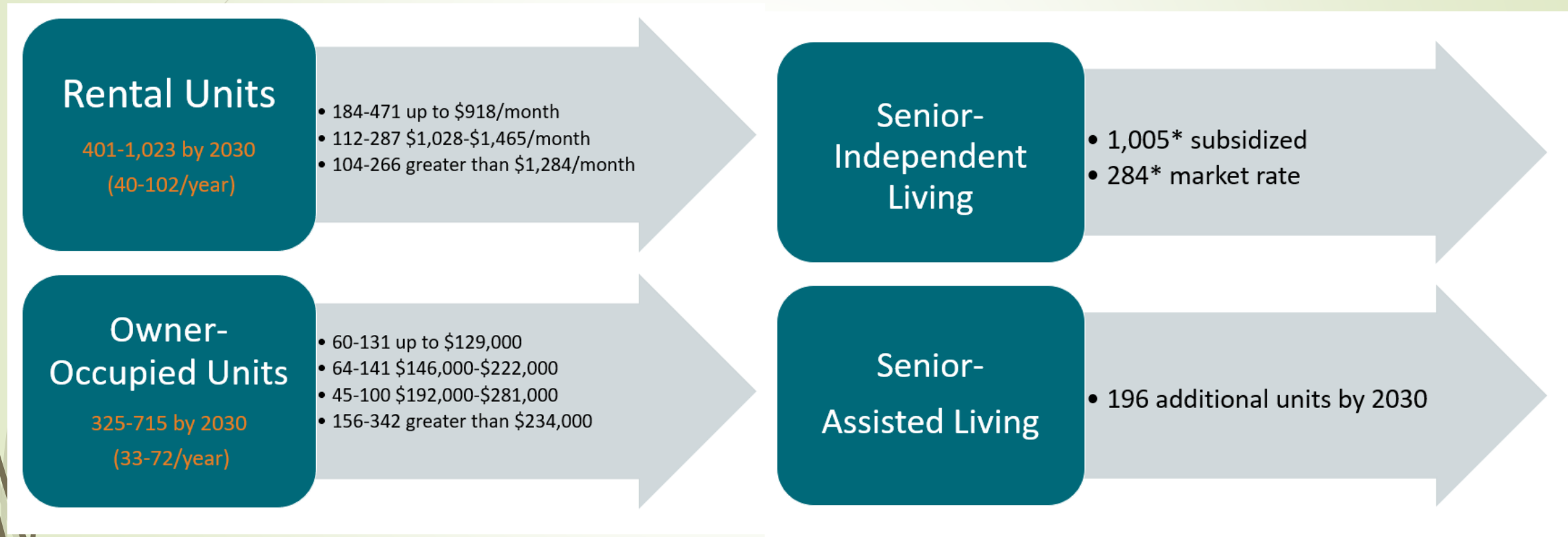
# Rental Unit Vacancy

Data as of 12/31/20



\*\* A typical healthy vacancy rate is between 5% and 7%.  
A vacancy rate around 5-7% provides an appropriate balance between supply and demand, with enough units to provide choices.

# Demand Projections from the Study



# Summary of the Study Recommendations

## Capacity Building & Communication

- Establish Housing Committee
- Provide Housing for All
- Network at WHEDA Events
- Continue Developer Summit

## Initiatives

- Assist & Grow Neighborhood Associations
- Purchase and Market City-Owned Redevelopment Properties
- Develop Neighborhood Master Plans
- Create Tenant Resource Center

## Regulation

- Allow Multi-Family Units as a Permitted Use
- Reduce Setbacks
- Create a New Residential District
- Continue Code Enforcement Program
- Continue Flexibility on Infrastructure Requirements

## Partnerships

- Support Habitat for Humanity, Partners for Community Development, and Other Affordable Housing Providers
- Continue Landlord Education
- Form Working Groups with Major Employers
- Explore Opportunities to Offer On Site Child Care and Health Care



# Study Recommendations and Current Actions

## Capacity Building and Communication

- Establish a Housing Committee
  - City staff is working closely with the Sheboygan Housing Coalition. The Coalition created a subcommittee on affordable housing of which the city and Partners for Community Development leads.
- Provide Housing for All
  - *Working on multiple affordable housing options for families, young professionals, individuals, veterans, and seniors (more details in future slides)*
- Network at WHEDA Events
- Continue Developer Summit
  - *2022 Developer Summit is scheduled for October 6, 2022 in partnership with the SCEDC.*

# Study Recommendations and Current Actions

## ► Initiatives

- Assist and Grow Neighborhood Associations
- *City Dev Staff continues to attend neighborhood meetings, Town Hall training series for neighborhood leaders, future addition of neighborhood outreach specialist to grow the number of associations.*
- *Purchase and Market City-Owned Redevelopment Properties*
  - *City Dev staff completed a city-wide study of all vacant city-owned properties. Exploring new developments*
  - *Recent purchase of Jakum Hall (more info in future slide).*

# Study Recommendations continued

## Regulation:

- Allow Multi-Family Units as a Permitted Use. Reduce Setbacks.
  - Prior discussion about these at a previous council meeting. Processes in place to allow these to happen as part the land use approvals.
  - Continue Code Enforcement Program  
*Ongoing*
  - Continue flexibility on Infrastructure Requirements
    - *Ongoing*

## Partnerships

- Form Working Groups with Employers
  - Completed in partnership with the SCEDC
- Continue Landlord Education
  - *Two sessions per year (spring/fall)*
- Support Habitat for Humanity, Partners for Community Development and other affordable housing providers
  - Council dedicated funding to both organizations through CDBG.



# Update on Upcoming Affordable Housing Opportunities

# Commonwealth Development

- Only Sheboygan project to receive award of the tax credits in 2022
- Family Affordable Housing Units
- Location: N. 14<sup>th</sup> and Indiana Avenue
- 48 units
- On a bus route to provide transportation
- Property is currently vacant
- \$12 Million project. Funding sources: WHEDA Low Income Tax Credits, City's American Rescue Plan Act Funds



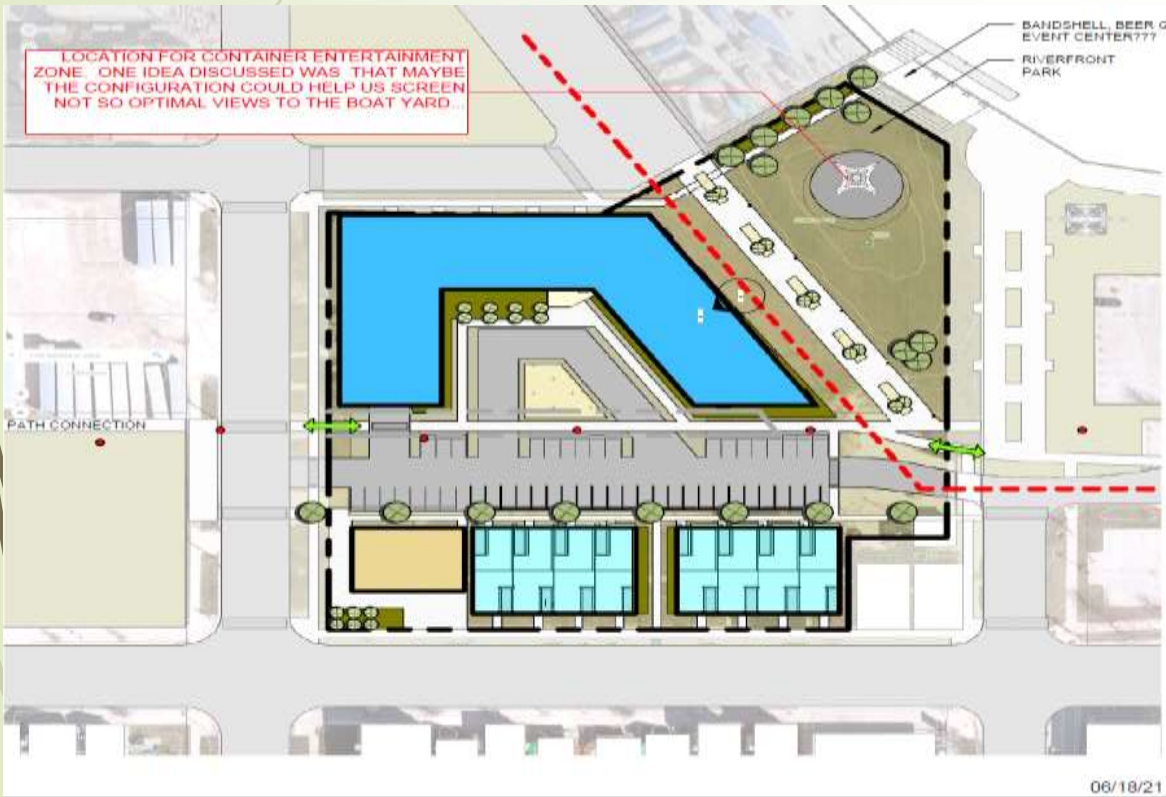


# Affordable Housing Project No. 2: Partners for Community Development Project

- Location: 13<sup>th</sup> and Erie Avenue, Vacant Land
- 44 affordable units. Family, Individuals and veterans housing units
- On a bus route
- Potential Funding Sources: WHEDA Low Income Tax Credits, City's American Rescue Plan Act Funds, State American Rescue Plan Act Funds

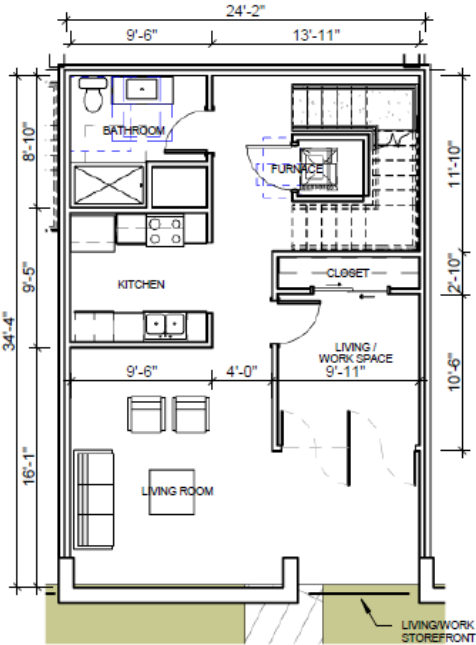


# Berkshire Sheboygan- General Capital Partners – Former Koepsell Property

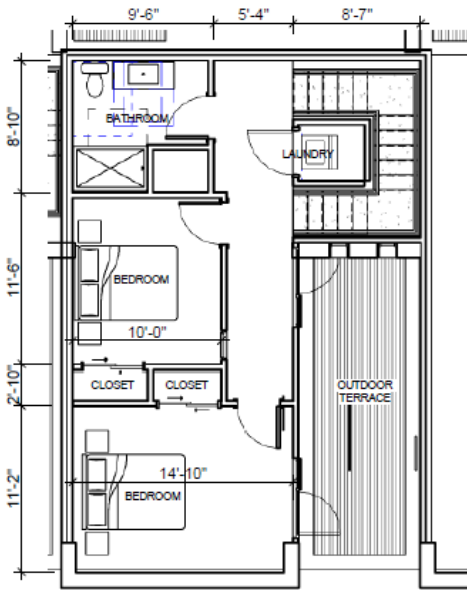




# Affordable Live/Work Units (18)



TH - LEVEL 1 PLAN



TH - LEVEL 2 PLAN



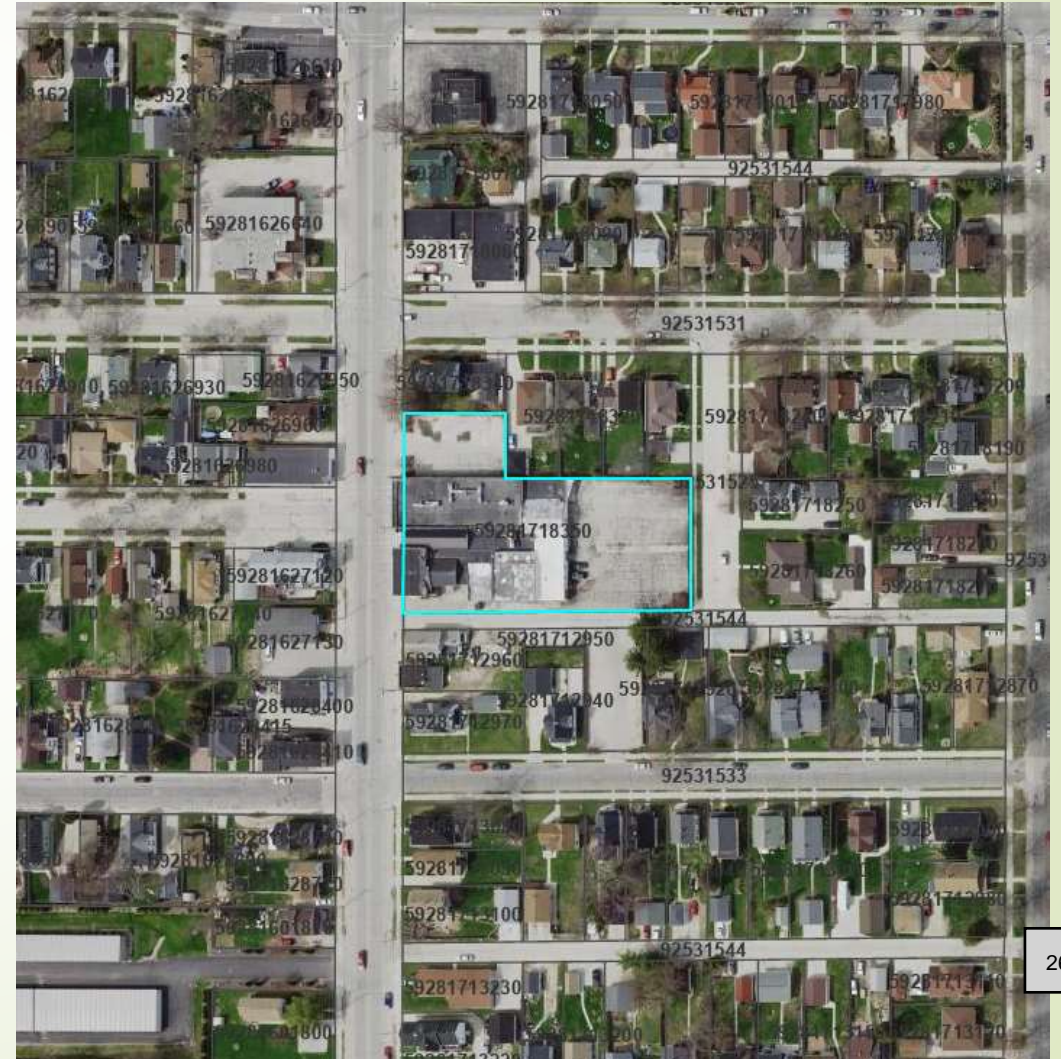
# Up to 100 Units of Senior 55+ housing and 18 units of Live/Work (all ages)

- \$26 Million Project
- Funding Sources- WHEDA Low Income Tax Credits (was not funded in the 2022 allocation), City TIF
- Developer is re-running the numbers to see if there is an opportunity for the project to move forward in 2022.
- This project would present opportunities for the older population to move out of the single family homes, into housing dedicated for them, thus allowing new populations to move into the neighborhoods.



# Study Recommendation: *Purchase and Market City-Owned Redevelopment Properties*

- The three projects just shown would take up the last few remaining parcels large enough for affordable housing developments.
- The city needs to start lining up other locations for new housing to continue to build the housing units needed per the study results.
- City owns Jakum Hall property (vacant and no heat for 5 + years).
  - Currently have lead and asbestos contractors removing lead. Demolition project out to bid.
  - Using City's American Rescue Plan Act funds to fund the purchase and demolish
  - City staff discussing a Request for Proposals process to find developers to develop an affordable pocket neighborhood. This could be a project for local developers.





# Study Recommendation: *Purchase and Market City-Owned Redevelopment Properties:* Gartman Farms Property- Update

- Closing occurred on the purchase of 197 acres of land on the southside of Sheboygan for future mixed housing opportunities (affordable single-family, potential senior single family units, middle prices single family, etc.)
- City staff is looking for a single-family developer/engineering consultant team with experience to master plan large areas with housing products that can be built at requested price points.
  - This has proven to be more difficult than thought. Not a lot of single-family developers willing to develop in this market with minimal price comparisons.
  - Current construction costs: According to Bob Werner, a 1,400 square foot home costs \$320,000 to construct today. Two years the same house cost \$250,000.
  - City staff is talking with two potential developers, but no commitment has been confirmed to date.









# Implementation of the Upper Floor Residential Rehab Program Highlights

- Utilizing funds from the Affordable Housing Fund, the Upper Floor Residential Rehab Program was established in 2020.
- The upper floor program has taken vacant office/retail/commercial space in 13 locations and created 13 affordable units.
  - City Investment: \$241,378 from the Affordable Housing Fund
  - Owner Investment: \$477,932
  - Total Leveraged: \$719,310

# Upper Floor Residential Rehab Program: Reach Forward, S 8<sup>th</sup> Street





# Improving Affordable Units through the City's Housing Rehabilitation Program

- On average over the past 5-7 years only 5-8 projects were completed.
- When the City launched Neighborly Software and allowed online application processing, the total number of projects improved greatly.
  - In 2021:
    - 45 applications have been submitted
    - 15 have received approval and are in construction phase
    - 11 applications still in process
    - 15 incomplete/withdrawn
    - 4 denied
    - Expended: \$208,490
    - Either Deferred or Payback loans for single family and/or multi-family units.

# Other suggestions in the study:

- Work with employers to create a public/private housing fund to assist with project gaps called the Forward Fund.
  - SCEDC and local companies recently announced an \$8 million commitment to fund projects. Sheboygan Falls recently announced the first project.
  - The Forward Fund may be an option for some of the acres of the Gartman property to develop affordable single family.
- Expand the City's Affordable Housing Fund
  - Recently completed with the Council approval extending six TID's one year for affordable housing projects.
  - 5-year CIP outlines uses of the fund to offset utility costs of developing the Gartman farm



II

R. O. No. 22 - 22 - 23. By BOARD OF LICENSE EXAMINERS. June 20, 2022.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

6698 Michael D Cupp Carpenter  
1820 N 18<sup>th</sup> Street  
Sheboygan, WI 53081-2311

6557 Patrick D Dwyer Carpenter  
W361N7445 Carl Ln  
Oconomowoc, WI 53066-1133

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BOARD OF LICENSE EXAMINERS

R. C. No. 30 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. June 20, 2022.

Your Committee to whom was referred R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends denying License #3539, Reynoso Properties, LLC. The license holder, Indiana Joe's, LLC was in violation of the City's continuation of business ordinance and did not obtain an extension, therefore there is no available license.

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

15  
Item 11.

R. O. No. 9 - 22 - 23. By CITY CLERK. May 2, 2022.

Submitting various license applications.

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

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue
2880	Anglers Avenue Pub & Grill	518 South Pier Drive

"CLASS A" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Stores East LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive
2702	Oneguide, Inc. (Tietzs Piggly Wiggly #331)	2905 N. 15 <sup>th</sup> Street
3214	Oneguide, Inc. (Tietz's Piggly Wiggly #332)	3124 S. Business Drive
2820	Superior Discount Liquors, Inc. (Superior Discount Liquors)	823 S. 8 <sup>th</sup> Street

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop-N-Go)	905 Erie Avenue

LHP  
5/11/22 Hold #3539  
for further investigation

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1193	Kwik Trip Inc. (Kwik Trip #361)	1618 Calumet Drive
1998	Kwik Trip Inc. (Kwik Trip #780)	2622 S. Business Drive
2920	Kwik Trip Inc. (Kwik Trip #873)	625 S. Taylor Drive
2763	Kwik Trip Inc. (Kwik Trip #897)	2033 North Avenue
3520	Kwik Trip Inc. (Kwik Trip #1138)	1526 Broadway
3526	Fast Fill Inc. (Fast Fill)	1508 S. 8 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3539	Reynoso Properties LLC (GuGu's Bar and Grill)	933 Indiana Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3423	Wisconsin Apple LLC (Applebee's Neighborhood Grill & Bar)	526 S. Taylor Drive
3150	The Brew Hub LLC (Craft 30)	908 Michigan Avenue
2085	Legend Larrys LLC (Legend Larry's Wings & Things)	733 Pennsylvania Avenue
2742	8 <sup>th</sup> Street Ale Haus LLC (8 <sup>th</sup> Street Ale Haus)	1132 N. 8 <sup>th</sup> Street



2805 Sheboygan Resort Operator LLC (Blue Harbor Resort)	725 Blue Harbor Drive
2685 Lino Ristorante Italiano LLC (Lino Ristorante Italiano)	422 South Pier Drive
2245 Wongjan Manyvanh (Thai Café Restaurant)	1227 N. 14 <sup>th</sup> Street
1752 Patrick J Martin (The End Zone)	904 Indiana Avenue
3355 Bentley's LLC (Sharpie's on Broadway)	1645 S. 12 <sup>th</sup> Street
2880 Anglers Avenue LLC (Anglers Avenue Pub & Grill)	518 South Pier Drive
1252 Stanley J Petek (Peteks Tavern)	2702 S. 8 <sup>th</sup> Street
1833 Champs Inc. (Champs Sports Bar)	1501 Indiana Avenue
2272 PJ's Party Zone LLC (PJ's Party Zone)	910 N. 18 <sup>th</sup> Street
1516 Wayne H Emmer (Emmers)	906 S. 15 <sup>th</sup> Street
2192 Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
1936 Catering with Culinary Artists LLC (Black Pig)	821 N. 8 <sup>th</sup> Street
2807 Sheboygan Columbus Institute (Knights of Columbus)	833 Center Avenue

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue



"CLASS C" LICENSE (June 30, 2023) (RENEW)

2604 Z Spot Espresso & Coffee Inc.                      1024 Indiana Avenue  
(Z Spot Espresso & Coffee)

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2895	Superior Discount Liquor	823 S. 8 <sup>th</sup> Street
3043	SR Tobacco	2529 S. Business Drive

R. C. No. 32 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.  
June 20, 2022.

Your Committee, to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications, hereby reports as follows regarding Alc. Bev. Lic. No. 3333-Kohler Company-Golf Course:

1. Kohler Company submitted a letter dated June 3, 2022 requesting an extension to open for business. Barbara Klug of Kohler Company appeared at the committee's June 8, 2022 meeting and explained that there are still several court cases pending and construction of the proposed golf course cannot begin until those court cases are resolved. The committee, noting that there is no shortage of available reserve licenses such as the one held by the Kohler Company, determined that this provides good cause to extend the period for another year.

2. Your committee recommends that the common council grant an extension to Kohler Company-Golf Course under Section Municipal Code § 10-46 until June 30, 2023 to open for business.

3. In addition, your committee recommends approving the renewal of Alc. Bev. Lic. No. 3333-Kohler Company-Golf Course.

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

R. C. No. 29 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 20, 2022.

Your Committee to whom was referred R. O. No. 21-22-23 by City Clerk submitting various license applications; recommends granting the license applications with caveats:

CHANGE OF AGENT

Alexia J. Cordle is replacing Seth Fuller as agent effective immediately for Moose Lodge #438 located at 1811 Georgia Avenue.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Aneek Inc. (Alex's Corner Market)	723 Center Avenue
2765	Sheboygan Liquor LLC (Jakes Liquor)	2019 S. Business Drive

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2944	Lesleys Tax Service Inc. (Lesley's Tax Service)	1427 N. 8 <sup>th</sup> Street
3511	North 8 <sup>th</sup> Oriental Store LLC (North 8 <sup>th</sup> Oriental Store)	2002 N. 8 <sup>th</sup> Street
2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
*2088	Walgreen Co. (Walgreens #6570)	1029 N. 14 <sup>th</sup> Street
*Grant contingent upon the applicant providing an appointment of successor agent form before issuance.		
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3540	North Shore Property Management (North Shore Nook)	510 South Pier Drive

"CLASS B" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue
3159	Big Mikes Sports Bar & Grill LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue
3182	Hans C Graf LLC (Blue Lite)	1029 N. 8 <sup>th</sup> Street
3160	Bo Mallies LLC (Bomallies)	2427 Calumet Drive
2381	Coblyns, LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2121	El Camino LLC (El Camino)	823 Michigan Avenue
3418	Sheb Pro LLC (Fairfield Inn By Marriot)	4117 S. Taylor Drive
1734	Sheboygan Hotel, LLC (Holiday Inn-Express)	3823 Germaine Avenue
3056	Gotta Getcha In Oasis (House Divided)	840 Wilson Avenue
3299	In The Bag LLC (In The Bag)	1501 Union Avenue
3445	J & J Hotspot LLC (J & J Hotspot)	1823 N. 12 <sup>th</sup> Street
3086	Las Brisas LLC (Las Brisas)	1129 S. 8 <sup>th</sup> Street
3518	Lushlounge Two LLC (Lushlounge)	1133 Michigan Avenue
2740	Pog Mo Thione, LTD (Mannings Irish Pub)	3015 N. 15 <sup>th</sup> Street
3066	JBZ, Inc. (NZ's Bar & Grill)	1022 Michigan Avenue
3427	Pacific Grill 3 LLC (Pacifico Mexican Bar And Grill)	820 Indiana Avenue
3508	Pop's Burger & Pizza House Inc. (Pop's Burger & Pizza House)	920 Michigan Avenue
2030	Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue
1288	Riverview Club Inc. (CLUB) (Riverview Club)	626 N. 15 <sup>th</sup> Street
2135	Keg I LLC (Sandee's Cool Runnings)	1202 Michigan Avenue
3087	Santana's Place, LLC (Santanas Place)	1019 Erie Avenue
1229	Sheboygan Lodge No 438 (Sheboygan Moose Lodge #438)	1811 Georgia Avenue





1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
1346 Sheboygan Pine Club Inc. (CLUB) (Sheboygan Pine Club)	1716 Geele Avenue
3198 Cynthia M. Goetsch (Skipper Inn)	808 Broadway Avenue
1360 Slys Midtown Saloon LLC (Slys Midtown Saloon)	508 N. 8 <sup>th</sup> Street
3444 SS North Star LLC (SS Northstar)	3004 N. 8 <sup>th</sup> Street
2943 Superior Bar & Grill LLC (Superior Bar & Grill)	2607 Superior Avenue
2566 Joseph M. Brost (That Place On 8 <sup>th</sup> )	1432 S. 8 <sup>th</sup> Street
3069 Time And A Half LLC (Time And A Half)	2518 N. 15 <sup>th</sup> Street
2427 Urbane Hospitality LLC (Urbane)	1231 N. 8 <sup>th</sup> Street
1420 Sheboygan Memorial Post #9156 (VFW Post 9156)	552 S. Evans Street
2513 Coblyns, LLC (Vreekes Tavern)	935 Michigan Avenue
*1764 Water Street Pub (Water Street Pub)	931 N. 12 <sup>th</sup> Street
*Grant contingent on applicant correcting the application to show the correct corporate name of the entity to which the license renewal is being granted, which is Mortimer's Pub, Ltd.	
2029 Weill Center Foundation Inc. (Weill Center)	826 N. 8 <sup>th</sup> Street
3527 Young Trustt Entertainment LLC (West Coast Café And Lounge)	1210 Michigan Avenue
*2207 Silver Fern LLC (The Silver Fern)	2538 N. 15 <sup>th</sup> Street
*R. O. amended to add this license application.	

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3430	Half Tree Studio LLC (Board And Brush)	528 N. 8 <sup>th</sup> Street
2706	Faye's Pizza LLC (Fayes Pizza)	1821 Calumet Drive
2445	La Conquistadora LLC (La Conquistadora)	1218 Indiana Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street

3051 Mid-Lake Softball Organization (Mid-Lake Softball Organization)	2213 New Jersey Avenue
3135 Cheong LLC (New China Buffet)	571 S. Taylor Drive
3022 Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
1809 Riverfront Bait & Tackle Inc. (The Wharf)	733 Riverfront Drive
*2696 Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
*Grant contingent upon the proper completion of the application, which is missing some information.	
3510 Luce Egg Inc. (Tochi)	623 N. 8 <sup>th</sup> Street
3449 Yangchee LLC (Toys Restraunt)	1229 N. 8 <sup>th</sup> Street

"CLASS C" LICENSE (June 30, 2023) (RENEW)

2409 Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
2706 Faye's Pizza LLC (Fayes Pizza)	1821 Calumet Drive
3412 Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
3022 Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
2696 Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3510 Luce Egg Inc. (Tochi)	623 N. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

No.    Name

Address

2889 Family Dollar #25587

2821 N. 15<sup>th</sup> Street

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



R. O. No. 21 - 22 - 23 (as amended). By CITY CLERK. June 6, 2022.

Submitting various license applications.

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

CHANGE OF AGENT

Alexia J. Cordle is replacing Seth Fuller as agent effective immediately for Moose Lodge #438 located at 1811 Georgia Avenue.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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2765	Sheboygan Liquor LLC (Jakes Liquor)	2019 S. Business Drive

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<u>No.</u>	<u>Name</u>	<u>Address</u>
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2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
2088	Walgreen Co. (Walgreens #6570)	1029 N. 14 <sup>th</sup> Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive



CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3540	North Shore Property Management (North Shore Nook)	510 South Pier Drive

"CLASS B" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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3159	Big Mikes Sports Bar & Grill LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue
3182	Hans C Graf LLC (Blue Lite)	1029 N. 8 <sup>th</sup> Street
3160	Bo Mallies LLC (Bomallies)	2427 Calumet Drive
2381	Coblyns, LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2121	El Camino LLC (El Camino)	823 Michigan Avenue
3418	Sheb Pro LLC (Fairfield Inn By Marriot)	4117 S. Taylor Drive
1734	Sheboygan Hotel, LLC (Holiday Inn-Express)	3823 Germaine Avenue
3056	Gotta Getcha In Oasis (House Divided)	840 Wilson Avenue
3299	In The Bag LLC (In The Bag)	1501 Union Avenue
3445	J & J Hotspot LLC (J & J Hotspot)	1823 N. 12 <sup>th</sup> Street
3086	Las Brisas LLC (Las Brisas)	1129 S. 8 <sup>th</sup> Street
3518	Lushlounge Two LLC (Lushlounge)	1133 Michigan Avenue
2740	Pog Mo Thione, LTD (Mannings Irish Pub)	3015 N. 15 <sup>th</sup> Street
3066	JBZ, Inc. (NZ's Bar & Grill)	1022 Michigan Avenue
3427	Pacific Grill 3 LLC (Pacifico Mexican Bar And Grill)	820 Indiana Avenue



3508 Pop's Burger & Pizza House Inc. (Pop's Burger & Pizza House)	920 Michigan Avenue
2030 Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue
1288 Riverview Club Inc. (CLUB) (Riverview Club)	626 N. 15 <sup>th</sup> Street
2135 Keg I LLC (Santee's Cool Runnings)	1202 Michigan Avenue
3087 Santana's Place, LLC (Santanas Place)	1019 Erie Avenue
1229 Sheboygan Lodge No 438 (Sheboygan Moose Lodge #438)	1811 Georgia Avenue
1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
1346 Sheboygan Pine Club Inc. (CLUB) (Sheboygan Pine Club)	1716 Geele Avenue
3198 Cynthia M. Goetsch (Skipper Inn)	808 Broadway Avenue
1360 Slys Midtown Saloon LLC (Slys Midtown Saloon)	508 N. 8 <sup>th</sup> Street
3444 SS North Star LLC (SS Northstar)	3004 N. 8 <sup>th</sup> Street
2943 Superior Bar & Grill LLC (Superior Bar & Grill)	2607 Superior Avenue
2566 Joseph M. Brost (That Place On 8 <sup>th</sup> )	1432 S. 8 <sup>th</sup> Street
3069 Time And A Half LLC (Time And A Half)	2518 N. 15 <sup>th</sup> Street
2427 Urbane Hospitality LLC (Urbane)	1231 N. 8 <sup>th</sup> Street
1420 Sheboygan Memorial Post #9156 (VFW Post 9156)	552 S. Evans Street
2513 Coblyns, LLC (Vreekes Tavern)	935 Michigan Avenue
1764 Water Street Pub (Water Street Pub)	931 N. 12 <sup>th</sup> Street
2029 Weill Center Foundation Inc. (Weill Center)	826 N. 8 <sup>th</sup> Street
3527 Young Trustt Entertainment LLC (West Coast Café And Lounge)	1210 Michigan Avenue
2207 Silver Fern LLC (The Silver Fern)	2538 N. 15 <sup>th</sup> Street

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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2409 Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3430 Half Tree Studio LLC (Board And Brush)	528 N. 8 <sup>th</sup> Street
2706 Faye's Pizza LLC (Fayes Pizza)	1821 Calumet Drive
2445 La Conquistadora LLC (La Conquistadora)	1218 Indiana Avenue
3412 Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
3051 Mid-Lake Softball Organization (Mid-Lake Softball Organization)	2213 New Jersey Avenue
3135 Cheong LLC (New China Buffet)	571 S. Taylor Drive
3022 Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
1809 Riverfront Bait & Tackle Inc. (The Wharf)	733 Riverfront Drive
2696 Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3510 Luce Egg Inc. (Tochi)	623 N. 8 <sup>th</sup> Street
3449 Yangchee LLC (Toys Restraunt)	1229 N. 8 <sup>th</sup> Street

"CLASS C" LICENSE (June 30, 2023) (RENEW)

2409 Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
2706 Faye's Pizza LLC (Fayes Pizza)	1821 Calumet Drive
3412 Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
3022 Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
2696 Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3510 Luce Egg Inc. (Tochi)	623 N. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar #25587	2821 N. 15 <sup>th</sup> Street





II

R. O. No. 21 - 22 - 23. By CITY CLERK. June 6, 2022.

Submitting various license applications.

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

CHANGE OF AGENT

Alexia J. Cordle is replacing Seth Fuller as agent effective immediately for Moose Lodge #438 located at 1811 Georgia Avenue.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Aneek Inc. (Alex's Corner Market)	723 Center Avenue
2765	Sheboygan Liquor LLC (Jakes Liquor)	2019 S. Business Drive

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2944	Lesleys Tax Service Inc. (Lesley's Tax Service)	1427 N. 8 <sup>th</sup> Street
3511	North 8 <sup>th</sup> Oriental Store LLC (North 8 <sup>th</sup> Oriental Store)	2002 N. 8 <sup>th</sup> Street
2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
2088	Walgreen Co. (Walgreens #6570)	1029 N. 14 <sup>th</sup> Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive

WHS

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3540	North Shore Property Management (North Shore Nook)	510 South Pier Drive

"CLASS B" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue
3159	Big Mikes Sports Bar & Grill LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue
3182	Hans C Graf LLC (Blue Lite)	1029 N. 8 <sup>th</sup> Street
3160	Bo Mallies LLC (Bomallies)	2427 Calumet Drive
2381	Coblyns, LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2121	El Camino LLC (El Camino)	823 Michigan Avenue
3418	Sheb Pro LLC (Fairfield Inn By Marriot)	4117 S. Taylor Drive
1734	Sheboygan Hotel, LLC (Holiday Inn-Express)	3823 Germaine Avenue
3056	Gotta Getcha In Oasis (House Divided)	840 Wilson Avenue
3299	In The Bag LLC (In The Bag)	1501 Union Avenue
3445	J & J Hotspot LLC (J & J Hotspot)	1823 N. 12 <sup>th</sup> Street
3086	Las Brisas LLC (Las Brisas)	1129 S. 8 <sup>th</sup> Street
3518	Lushlounge Two LLC (Lushlounge)	1133 Michigan Avenue
2740	Pog Mo Thione, LTD (Mannings Irish Pub)	3015 N. 15 <sup>th</sup> Street
3066	JBZ, Inc. (NZ's Bar & Grill)	1022 Michigan Avenue
3427	Pacific Grill 3 LLC (Pacifico Mexican Bar And Grill)	820 Indiana Avenue

3508 Pop's Burger & Pizza House Inc. (Pop's Burger & Pizza House)	920 Michigan Avenue
2030 Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue
1288 Riverview Club Inc. (CLUB) (Riverview Club)	626 N. 15 <sup>th</sup> Street
2135 Keg I LLC (Sandee's Cool Runnings)	1202 Michigan Avenue
3087 Santana's Place, LLC (Santanas Place)	1019 Erie Avenue
1229 Sheboygan Lodge No 438 (Sheboygan Moose Lodge #438)	1811 Georgia Avenue
1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
1346 Sheboygan Pine Club Inc. (CLUB) (Sheboygan Pine Club)	1716 Geele Avenue
3198 Cynthia M. Goetsch (Skipper Inn)	808 Broadway Avenue
1360 Slys Midtown Saloon LLC (Slys Midtown Saloon)	508 N. 8 <sup>th</sup> Street
3444 SS North Star LLC (SS Northstar)	3004 N. 8 <sup>th</sup> Street
2943 Superior Bar & Grill LLC (Superior Bar & Grill)	2607 Superior Avenue
2566 Joseph M. Brost (That Place On 8 <sup>th</sup> )	1432 S. 8 <sup>th</sup> Street
3069 Time And A Half LLC (Time And A Half)	2518 N. 15 <sup>th</sup> Street
2427 Urbane Hospitality LLC (Urbane)	1231 N. 8 <sup>th</sup> Street
1420 Sheboygan Memorial Post #9156 (VFW Post 9156)	552 S. Evans Street
2513 Coblyns, LLC (Vreekes Tavern)	935 Michigan Avenue
1764 Water Street Pub (Water Street Pub)	931 N. 12 <sup>th</sup> Street
2029 Weill Center Foundation Inc. (Weill Center)	826 N. 8 <sup>th</sup> Street
3527 Young Trustt Entertainment LLC (West Coast Café And Lounge)	1210 Michigan Avenue

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive

3430 Half Tree Studio LLC (Board And Brush)	528 N. 8 <sup>th</sup> Street
2706 Faye's Pizza LLC (Fayes Pizza)	1821 Calumet Drive
2445 La Conquistadora LLC (La Conquistadora)	1218 Indiana Avenue
3412 Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
3051 Mid-Lake Softball Organization (Mid-Lake Softball Organization)	2213 New Jersey Avenue
3135 Cheong LLC (New China Buffet)	571 S. Taylor Drive
3022 Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
1809 Riverfront Bait & Tackle Inc. (The Wharf)	733 Riverfront Drive
2696 Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3510 Luce Egg Inc. (Tochi)	623 N. 8 <sup>th</sup> Street
3449 Yangchee LLC (Toys Restraunt)	1229 N. 8 <sup>th</sup> Street

"CLASS C" LICENSE (June 30, 2023) (RENEW)

2409 Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
2706 Faye's Pizza LLC (Fayes Pizza)	1821 Calumet Drive
3412 Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
3022 Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
2696 Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3510 Luce Egg Inc. (Tochi)	623 N. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar #25587	2821 N. 15 <sup>th</sup> Street



R. C. No. 34 - 22 - 23. By PUBLIC WORKS COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 22-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park - Area 5 Pedestrian Bridge; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

III  
Res. No. 22 - 22 - 23. By Alderpersons Dekker and Perrella. June 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park - Area 5 Pedestrian Bridge.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Evergreen Park - Area 5 Pedestrian Bridge (the "Project"); and

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

WHEREAS, the low bid was from Buteyn-Peterson Construction Company, Inc. for \$265,480.75; and

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

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

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

PW

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

Account No. 48053000-631100 (Capital Improvement Fund -	
Park Dept. - Improvements Other Than Buildings)	\$140,000.00
Account No. 26653000-631100 (Park Impact Fee Fund -	
Park Dept. - Improvements Other Than Buildings)	\$125,480.75


*Dean Dehke*

*James P. Puccio*

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

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2471-22	Page:

**AGREEMENT  
 BETWEEN OWNER AND CONTRACTOR  
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
Buteyn-Peterson Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Bridge Installation, Grading, Paving and Restoration.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Evergreen Park, Area 5 Pedestrian Bridge City Bid Number: 2471-22
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: //Account Number(s)//


**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before November 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: All Asphalt Paving completed on or before October 1, 2022.
- 4.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize



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the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.


#### 4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.



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- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*


- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### 6.04 *Interest*

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

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## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*


- A. The Contract Documents consist of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
  4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
  5. Addenda (not attached but incorporated by reference)
    - a. None.
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid consisting of 1 Page.
  7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed,
    - b. Work Change Directives,
    - c. Change Orders,
    - d. Field Order,
    - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.




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3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and


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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

CONTRACTOR:

Buteyn-Peterson Construction Company, Inc.

By:

\_\_\_\_\_  
(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

\_\_\_\_\_  
(signature)

Name,

Title: \_\_\_\_\_  
(printed)

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Attest:

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

By:

Address for giving notices:

\_\_\_\_\_  
(signature)

Name,

Title: Meredith DeBruin, City Clerk

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

Date:

\_\_\_\_\_

Signatures authorized pursuant to Res. \_\_\_\_-21-22.

Address for giving notices:

City of Sheboygan – Engineering Division  
 2026 New Jersey Avenue  
 Sheboygan, WI 53081

Approved as to form and Execution:

By:

\_\_\_\_\_  
(signature)


Name,

Title: Charles C. Adams, City Attorney

Date:


\_\_\_\_\_



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**Evergreen Park  
Area 5 Pedestrian Bridge**

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<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b><u>Introductory Information</u></b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b><u>Procurement Requirements</u></b>	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	<b><u>Contracting Requirements</u></b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 65 00	City Furnished Products	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>26 00 00</b>	<b>ELECTRICAL</b>	
26 56 00	Conduit	2

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SECTION	TITLE	Pages
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	3
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
<b>99 00 00</b>	<b>APPENDIX</b>	
1	ECS Midwest, Geotechnical Engineering Report, Proposed Pedestrian Bridge, dated April 9, 2021	35
2	Wheeler Shop Drawings - Pedestrian Bridge and Installation Instructions	10
3	Wheeler Shop Drawings - Abutments	4
4	Cardinal Environmental, Pre-Demolition Asbestos Containing Material Survey Report, dated March 17, 2021	9
5	Wisconsin DNR General Permit Coverage	21

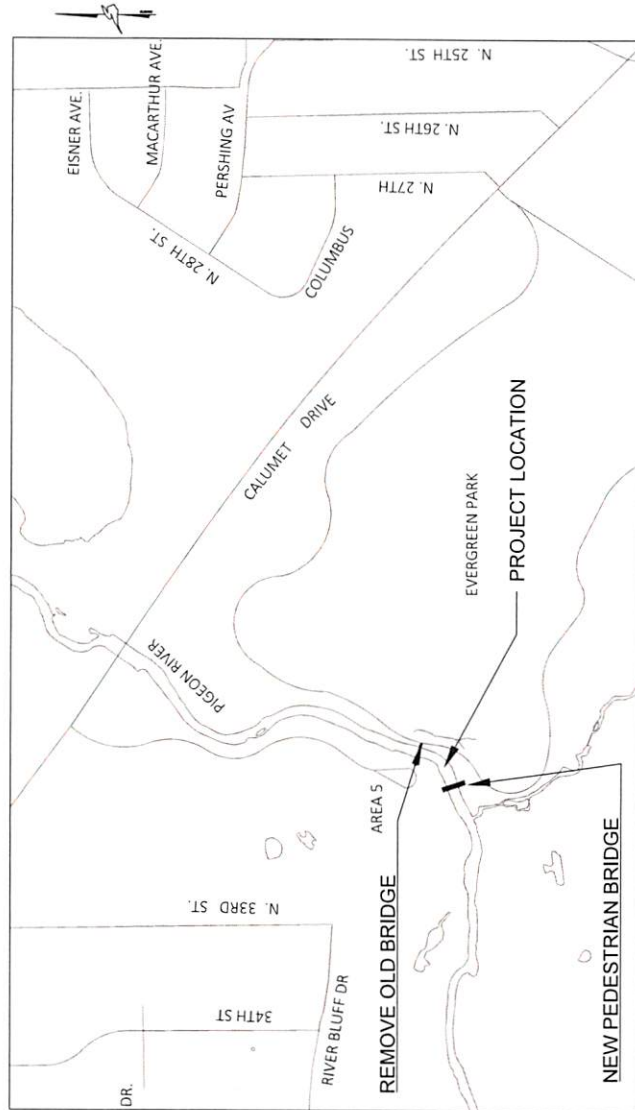


# CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2471-22

## EVERGREEN PARK AREA 5 PEDESTRIAN BRIDGE

APRIL 2022



INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	002 OP	OVERALL PLAN
4	005 AP	ACCESS PLAN
5	006 SC	SURVEY CONTROL
6-9	040 D 1-4	CONSTRUCTION DETAILS
10-11	110 EC 1-2	EROSION CONTROL DETAILS
12	200 GRUB	CLEARING & GRUBBING DETAIL
13	400 PP-1	PLAN AND PROFILE
14	400 PP-2	GRADING DETAIL
15	700 MQ	MISCELLANEOUS QUANTITIES
16	900 EW	EARTHWORK SUMMARY
17-20	900 XS 1-4	CROSS SECTIONS

EVERGREEN PARK  
AREA 5 PEDESTRIAN BRIDGE

TITLE SHEET

CITY OF SHEBOYGAN  
PUBLIC WORKS

City of Sheboygan  
Department of Public Works  
Engineering Division  
2025 North Henry Avenue  
Sheboygan, WI 53081

Ryan Sackuma, P.E. - City Engineer

Designed By

Drawn By

Checked By

PKL Date

Plot No.

Project Date

Sheet No.

Drawing No.

1

0800CV

Item 14.



2471-22 Evergreen Park, Area 5 Pedestrian Bridge (#8177144)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

04/26/2022 10:00 AM CDT

					Buteyn-Peterson Construction Company		
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Public Works							
	1	Base Bid	Mobilization	LS	1	\$70,000.00	\$70,000.00
	2	Base Bid	Clearing and Grubbing	LS	1	\$18,000.00	\$18,000.00
	3	Base Bid	Excavation Common	CY	242	\$15.00	\$3,630.00
	4	Base Bid	Borrow	CY	396	\$30.00	\$11,880.00
	5	Base Bid	Base Aggregate Dense 1 1/4-Inch	Tons	185	\$20.00	\$3,700.00
	6	Base Bid	Base Aggregate Dense 3/4-Inch	Tons	20	\$40.00	\$800.00
	7	Base Bid	Removing Bridge, Ramps and Abutments	LS	1	\$31,400.00	\$31,400.00
	8	Base Bid	Install City Provided Pedestrian Bridge	Each	1	\$71,400.00	\$71,400.00
	9	Base Bid	2" Non-Metallic Conduit, on bridge	LF	164	\$25.00	\$4,100.00
	10	Base Bid	2" Non-Metallic Conduit, buried	LF	50	\$30.00	\$1,500.00
	11	Base Bid	Pull Box	EA	2	\$1,500.00	\$3,000.00
	12	Base Bid	Medium Riprap	Tons	145	\$65.00	\$9,425.00
	13	Base Bid	Geotextile Fabric Type R	SY	100	\$5.00	\$500.00
	14	Base Bid	HMA Pavement 4 LT 58-28 S	Tons	75	\$194.45	\$14,583.75
	15	Base Bid	Tack Coat (0.06 gal per sy)	Gal	20	\$8.10	\$162.00
	16	Base Bid	Silt Fence and Maintenance	LF	800	\$2.50	\$2,000.00
	17	Base Bid	Turbidity Barrier	SY	100	\$50.00	\$5,000.00
	18	Base Bid	Tracking Pads	Each	2	\$2,500.00	\$5,000.00
	19	Base Bid	Topsoil	SY	600	\$7.00	\$4,200.00
	20	Base Bid	Hydro-Seed	SY	600	\$3.00	\$1,800.00
	21	Base Bid	Sawing Asphalt	LF	150	\$5.00	\$750.00
	22	Base Bid	Sawing Concrete	LF	10	\$5.00	\$50.00
	23	Base Bid	Construction Staking	LS	1	\$2,500.00	\$2,500.00
	24	Base Bid	Maintenance and Repair of Access Roads	LS	1	\$100.00	\$100.00
Total							\$265,480.75

R. C. No. 28 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 23-22-23 by Alderpersons  
Felde and Ackley authorizing acceptance of the 2022 Wisconsin Bureau of  
Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends  
adopting the Resolution.

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

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

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

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



III

Res. No. 23 - 22 - 23. By Alderpersons Felde and Ackley. June 6, 2022.

A RESOLUTION authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a grant in the total amount of \$15,000 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in high visibility enforcement of bicycle and pedestrian violations; and

WHEREAS, in 2020 there were 1,137 motor vehicle collisions with pedestrians in Wisconsin, causing 50 fatalities and injuring 1,049 pedestrians. This amounts to a rate of one pedestrian killed or injured in Wisconsin every 8 hours. Pedestrian street crossings are the most common cause of such crashes, especially when drivers are distracted or pedestrians move into traffic unexpectedly; and

WHEREAS, in order to obtain the grant in the amount of \$15,000, it was necessary for the Police Chief to submit an application through the Wisconsin Department of Transportation, Bureau of Transportation Safety; and

WHEREAS, the funding received would be \$15,000 from Federal sources with a local match of 25% required; and

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

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

WPS

Barbara Felde  
Patty Ackley

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

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

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

VIII

R. C. No. 37 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 26-22-23 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

III

Res. No. 76 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
June 6, 2022.

A Resolution approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 16 (the "District") was created by the City on September 21, 2015 as a mixed-use district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the "Amendment") in accordance with the provisions of Wis. Stat. § 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

1. Add territory from the District as permitted under Wis. Stat. § 66.1005(4)(h)2;
2. Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1005(4)(h)1; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

1. A statement listing of the kind, number and location of all proposed public works or improvements within the District; or, to the extent provided in Wis. Stat. § 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
2. An economic feasibility study;
3. A detailed list of estimated project costs;
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
5. A map showing existing uses and conditions of real property in the District;
6. A map showing proposed improvements and uses in the District;
7. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
8. A list of estimated non-project costs;
9. A statement of the proposed plan for relocation of any persons to be displaced;
10. A statement indicating how the amendment of the District promotes the orderly development of the City;



11. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with Wis. Stat. § 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on May 24, 2022 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

NOW, THEREFORE, BE IT RESOLVED:

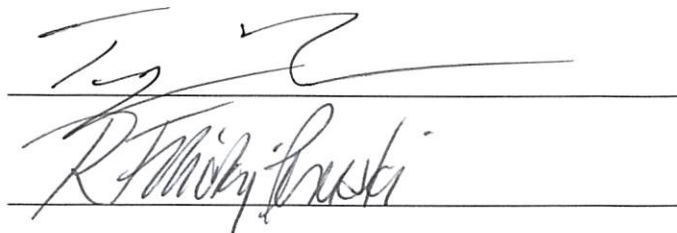
1. The boundaries of the District named "Tax Incremental District No. 16, City of Sheboygan," are hereby amended as identified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2022.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District, as amended, is suitable for mixed-use development as defined by Wis. Stat. § 66.1105(2)(cm).
  - (b) Based upon the finding stated in 3(a) above, the District was declared to be and remains a mixed-use district based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District

- (d) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
  - (e) That there are no parcels to be added to the District that were annexed by the City within the preceding three-year period.
  - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
  - (g) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
  - (g) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District, as amended.
  - (h) Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
4. The Project Plan for "Tax Incremental District No. 16, City of Sheboygan" as amended (see Exhibit B) is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base," as of January 1, 2022, pursuant to the provisions of Wis. Stat § 66.1105(5)(b).



BE IT FURTHER RESOLVED: That pursuant to Wis. Stat. § 66.1105(5)(f), the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wis. Stat. § 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Wis. Stat. § 70.65.



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

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

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

**EXHIBIT A -**

**LEGAL BOUNDARY DESCRIPTION  
OR  
MAP OF  
TAX INCREMENTAL DISTRICT NO. 16  
CITY OF SHEBOYGAN**

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B

May 11, 2022

PROJECT PLAN AMENDMENT

# City of Sheboygan, Wisconsin

## Tax Incremental District No. 16

Downtown Redevelopment Area



---

Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Meeting Held:	Scheduled for May 24, 2022
Public Hearing Held:	Scheduled for May 24, 2022
Approval by Plan Commission:	Scheduled for May 24, 2022
Adoption by Common Council:	Scheduled for June 20, 2022
Approval by the Joint Review Board:	TBD

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## SECTION 1: Executive Summary

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### DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 16 (“District”) was created on September 21, 2015 as a Mixed-Use District:

- The TID was created to encourage and attract mixed-use development growth and redevelopment in the downtown.
- The improvement to the area was to encourage, develop, and maintain a strong growth pattern in the City, taking advantage of key downtown development revitalization efforts to create a strong downtown.
- The improvement to the area maximized private investment within the TID 16 boundary and surrounding area.
- Other purposes for creating the TID, were to pay development incentives necessary to redevelop properties, to make public improvements needed to promote development that was in conformity with the City’s planning and development policies.
- To provide a vehicle to redevelop either vacant or underutilized properties that would not redevelop or develop under normal market conditions.

### Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations, or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).
- Participate with Cardinal Capital, LLC, on the redevelopment of the former Sheboygan Press Building into 29 workforce housing units.

### Estimated Total Project Cost Expenditures

The City anticipates making total expenditures of approximately \$520,000 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”) amendment. Project Costs include an estimated \$500K for developer incentives and \$20K for professional services.

### **Incremental Valuation**

The City projects that new land and improvements value of approximately \$4,734,000 will result from the redevelopment of the former Sheboygan Press Building into 29 workforce housing units. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

### **Expected Termination of District**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 14 of its allowable 20 years.

### **Summary of Findings**

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the redevelopment projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The Developer’s representation that the Project is not economically viable without public participation based on extraordinary costs associated with the redevelopment of existing sites.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**

That the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants, and service companies. In addition, this redevelopment will provide additional housing units in the downtown which will provide for additional economic activity.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this

Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

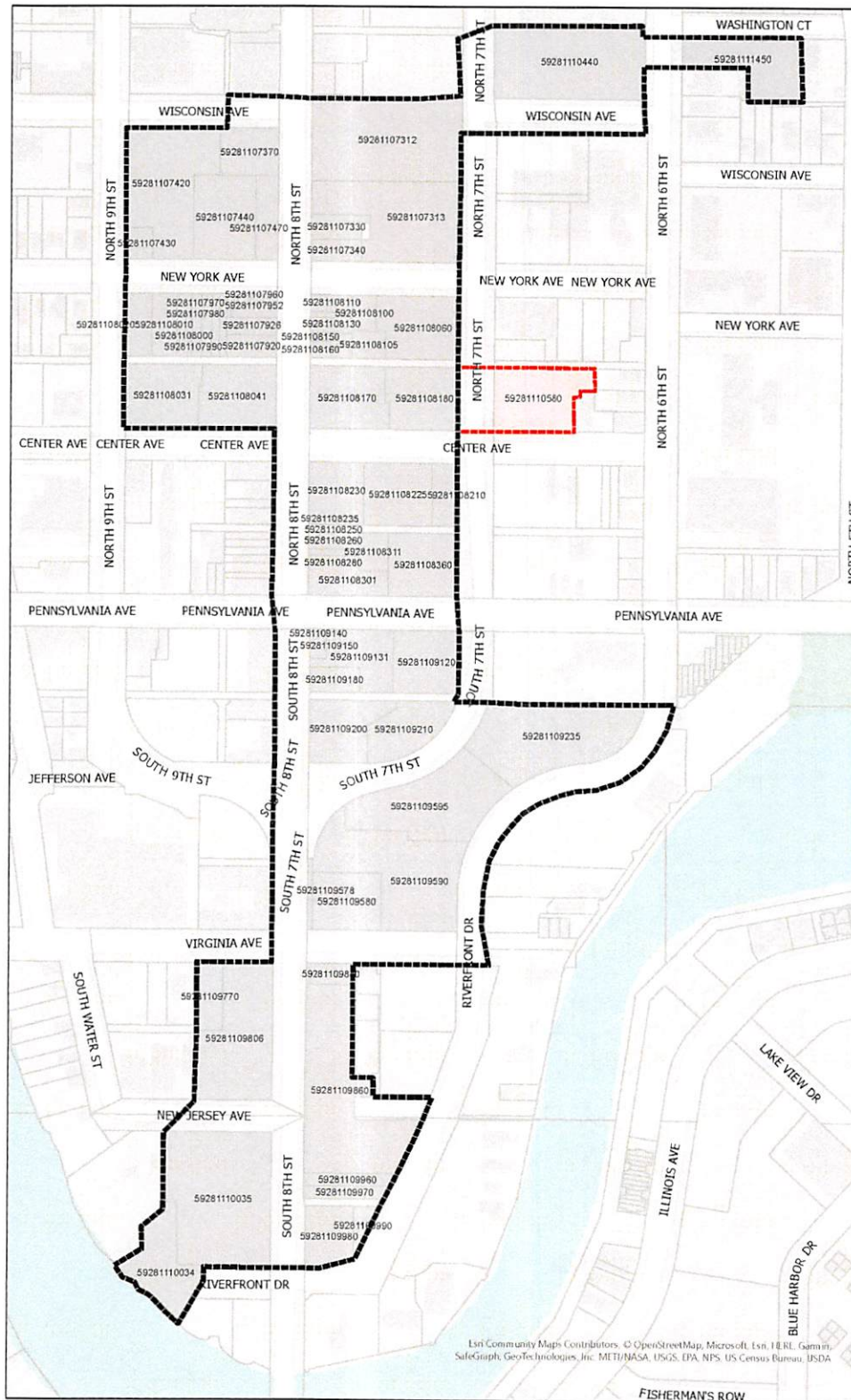
4. Not less than 50% by area of the real property within the District, as amended, is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm).
5. Based on the foregoing finding, the District remains designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created. Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the overall TID District. Costs related to newly platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
11. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

## **SECTION 2: Preliminary Map of Original District Boundary and Territory to be Added**

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Map Found on Following Page.







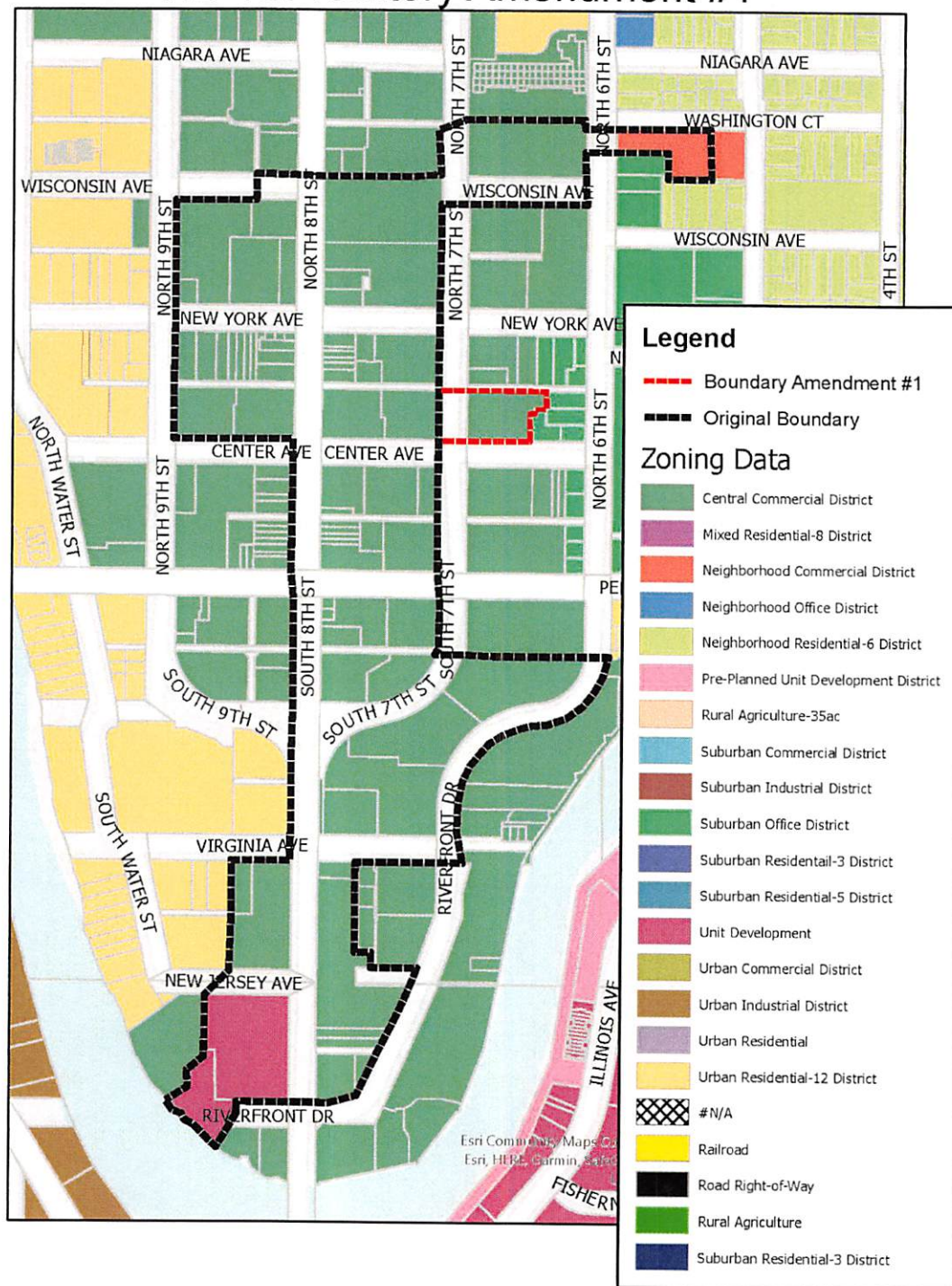
### **SECTION 3:**

## **Map Showing Existing Uses and Conditions Within the Territory to be Added**

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Map Found on Following Page.

## TID 16: Territory Amendment #1



SECTION 4:  
Preliminary Identification of Parcels to be Added

City of Sheboygan																							
TID No. 16																							
Basic Property Information																							
Assessment Information 1										Equalized Value					District Classification					Exempt Classification			
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04? Indicate Yes/No	Part of Existing TID? Indicate Yes/No	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use	Blighted	Rehab/ Conservation	Vacant	
						141,000	225,000	0	366,000	100.00%	141,000	225,000	0	366,000	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Acreage						141,000	225,000	0	366,000		141,000	225,000	0	366,000	Estimated Base Value		366,000						

## SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$280,406,400. This value is less than the maximum of \$3,424,318,000 in equalized value that is permitted for the City.

City of Sheboygan, Wisconsin	
Tax Increment District # 16	
Valuation Test Compliance Calculation	
District Creation Date	9/21/2015
	Valuation Data Currently Available 2021
Total EV (TID In)	3,424,318,000
12% Test	410,918,160
Increment of Existing TIDs	267,971,500
Projected Base of New or Amended District	12,434,900
Less Value of Any Underlying TID Parcels	0
Total Value Subject to 12% Test	280,406,400
Compliance	PASS



## SECTION 6:

### **Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

---

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on September 21, 2015 and those added through this amendment, include the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan and this Plan Amendment.

#### **Property, Right-of-Way, and Easement Acquisition**

##### **Property Acquisition for Development**

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed

the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

#### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

#### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

#### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

### **Site Preparation Activities**

#### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

#### **Demolition**

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

#### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to

provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

## **Utilities**

### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand



stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and riverbanks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

## **Streets and Streetscape**

### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation



of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way, and other public spaces. These amenities include but are not limited to landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

## **Community Development**

### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

### **Contribution to the City's Revolving Loan Program**

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RLF program to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RLF for this purpose are eligible Project Costs.

## **Miscellaneous**

### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of

informing the public with respect to the creation of the District and the implementation of the Plan.

**Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

**Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 7:**

### **Map Showing Proposed Improvements and Uses Within the Territory to be Added**

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Map Found on Following Page.

INSERT MAP FROM CLIENT



## SECTION 8:

### Detailed List of Estimated Project Costs

The original TID Project Plan called for the expenditure of \$18,850,000. This amendment adds an additional \$520,000 in expenditures.

The following list identifies the Project Costs that the City plans to make in conjunction with the implementation of the District's Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Sheboygan, Wisconsin			
Tax Increment District # 16			
Estimated Project List - 2022 Amendment			
Project ID	Project Name/Type	Amendment 2022	Total (Note 1)
1	TID Amendment Costs	20,000	20,000
2	Developer Incentives - 2022 Amendment	500,000	500,000
Total Projects		<u>520,000</u>	<u>520,000</u>
Notes:			
Note 1 Project costs are estimates and are subject to modification			

## **SECTION 9:**

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$4,734,000 in incremental value by the end of 2023. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$20.62 per thousand of equalized value, and no economic appreciation or depreciation, the Project along with the current increment generated in the TID since its creation will generate \$11.2M in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

**Table 1 – Development Assumptions**

City of Sheboygan, Wisconsin Tax Increment District # 16 Development Assumptions - 2022 TID Amendment					
Construction Year		Actual	2022 TID Amendment - Sheboygan Press Redevelopment	Annual Total	Construction Year
11	2006-2016	12,800,800		12,800,800	2006-2016 11
12	2017	2,800,200		2,800,200	2017 12
13	2018			0	2018 13
14	2019			0	2019 14
15	2020			0	2020 15
16	2021			0	2021 16
17	2022		1,500,000	1,500,000	2022 17
18	2023		3,234,000	3,234,000	2023 18
19	2024			0	2024 19
20	2025			0	2025 20
Totals		<u>15,601,000</u>	<u>4,734,000</u>	<u>20,335,000</u>	
Notes:					

Table 2 – Tax Increment Projection Worksheet

City of Sheboygan, Wisconsin									
Tax Increment District # 16									
8th Street									
Tax Increment Projection Worksheet									
Type of District	Mixed Use				Base Value	12,434,900			
District Creation Date	September 21, 2015				Appreciation Factor	0.00%			
Valuation Date	Jan 1, 2015				Current Tax Rate	\$20.62			
Max Life (Years)	20				Rate Adjustment Factor	0.00%			
Expenditure Period/Termination	15 9/21/2030				Tax Exempt Discount Rate	0.00%			
Revenue Periods/Final Year	20 2036				Taxable Discount Rate	0.00%			
Extension Eligibility/Years	Yes 3								
Eligible Recipient District	No								
Construction	Year	Value Added	Valuation	Inflation	Total	Revenue Year	Tax Rate	Tax Increment	
4	2018		2019	0	21,669,400	2020	\$24.46	530,049	
5	2019	6,460,100	2020	0	28,129,500	2021	\$22.87	643,322	
6	2020	324,100	2021	0	28,453,600	2022	\$20.62	586,750	
7	2021		2022	0	28,453,600	2023	\$20.62	586,750	
8	2022	1,500,000	2023	0	29,953,600	2024	\$20.62	617,682	
9	2023	3,234,000	2024	0	33,187,600	2025	\$20.62	684,371	
10	2024		2025	0	33,187,600	2026	\$20.62	684,371	
11	2025		2026	0	33,187,600	2027	\$20.62	684,371	
12	2026		2027	0	33,187,600	2028	\$20.62	684,371	
13	2027		2028	0	33,187,600	2029	\$20.62	684,371	
14	2028		2029	0	33,187,600	2030	\$20.62	684,371	
15	2029		2030	0	33,187,600	2031	\$20.62	684,371	
16	2030		2031	0	33,187,600	2032	\$20.62	684,371	
17	2031		2032	0	33,187,600	2033	\$20.62	684,371	
18	2032		2033	0	33,187,600	2034	\$20.62	684,371	
19	2033		2034	0	33,187,600	2035	\$20.62	684,371	
20	2034		2035	0	33,187,600	2036	\$20.62	684,371	
Totals		11,518,200		0		Future Value of Increment		11,177,007	

Notes:



**Financing and Implementation**

**Table 3** provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 4**), the District is projected to accumulate sufficient funds by the year 2031 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 3 - Financing Plan**

Table 4 – Cash Flow

City of Sheboygan, Wisconsin Tax Incremental District # 16 Cash Flow Projection															
Year	Projected Revenues							Expenditures					Balances		
	Tax Increments	Interest Earnings/ (Cost - 50)	Shared Rev	Convention Center Fund	Debt Proceeds	Total Revenues	Admin.	Debt Payments	Professional Services	Capital Expenditures	Reimburse Convention Center	Existing Dev. Incentives	2022 TID Amendment Incentives	Total Expenditures	Year
2020	530,049	8,273	37,673	274,486	173,774	1,024,255	650	588,940	4,250	300,260				894,100	2020
2021	643,322	(58,333)	37,673	107,893		730,555	650	792,602				2,358		795,610	2021
2022	586,750	(61,586)	37,673			562,837	650	585,131		171,400		30,165		787,346	2022
2023	586,750	(72,811)	37,673			551,612	5,500	584,799		171,400		148,490		910,189	2023
2024	617,682	(90,740)	37,673			564,615	650	583,470				148,490		732,610	2024
2025	684,371	(99,140)	37,673			622,905	650	581,481				143,490	92,740	818,361	2025
2026	684,371	(108,912)	37,673			613,132	650	133,652				143,490	92,740	370,532	2026
2027	684,371	(96,782)	37,673			625,262	650	336,015				66,040	92,740	495,445	2027
2028	684,371	(90,292)	37,673			631,753	650	61,200				28,000	92,740	182,590	2028
2029	684,371	(67,833)	37,673			654,211	650						92,740	93,390	2029
2030	684,371	(39,792)	37,673			682,252	650							650	2030
2031	684,371	(5,712)	37,673			716,332	5,500				382,379			387,879	2031
2032	684,371	10,710	37,673			732,755	0					0		0	2032
2033	684,371	47,348	37,673			769,392	0					0		0	2033
2034	684,371	25,745	37,673			747,790	0					0		0	2034
2035	684,371	36,962	37,673			759,006	0					0		0	2035
2036	684,371	48,347	37,673			770,391	0					0		0	2036
Total	11,177,007	(430,091)	489,749	382,379	173,774	8,889,794	15,050	4,247,290	4,250	643,060	382,379	710,523	463,701	486,919	Total

Notes:

Close in 2032.  
To be Paid Back To General Fund.

## **SECTION 10:**

### **Annexed Property**

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A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

## **SECTION 11:**

### **Estimate of Property to be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12:**

### **Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

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#### **Zoning Ordinances**

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

#### **Master (Comprehensive) Plan and Map**

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed-use.

#### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 13:**

### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

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Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.



## **SECTION 14:**

### **How Amendment of the Tax Incremental District Promotes the Orderly Development of the City**

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This Plan Amendment promotes the orderly development and redevelopment of the City by creating opportunities for mixed use development, rehabilitating, and conserving property, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased housing opportunities.

## **SECTION 15:**

### **List of Estimated Non-Project Costs**

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Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District

**SECTION 16:**  
**Legal Opinion Advising Whether the Plan is Complete**  
**and Complies with Wis. Stat. § 66.1105(4)(f)**

---

**INSERT SIGNED LEGAL OPINION**

**SAMPLE**

Mayor  
City of Sheboygan  
828 Center Ave  
Sheboygan, Wisconsin 53081

**RE: Project Plan Amendment for Tax Incremental District No. 16**

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Sheboygan, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Sheboygan Tax Incremental District No. 16 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

## SECTION 17:

### Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:			2020		Percentage	
County			14,786,875		20.29%	
Technical College			2,385,936		3.27%	
Municipality			30,519,431		41.88%	
School District of Sheboygan Area			25,189,548		34.56%	
Total			72,881,790			
Revenue Year	County	Technical College	Municipality	School District of Sheboygan Area	Total	Revenue Year
2020	107,541	17,352	221,959	183,196	530,049	2020
2021	130,523	21,060	269,393	222,346	643,322	2021
2022	119,045	19,208	245,703	202,794	586,750	2022
2023	119,045	19,208	245,703	202,794	586,750	2023
2024	125,321	20,221	258,656	213,484	617,682	2024
2025	138,851	22,404	286,582	236,534	684,371	2025
2026	138,851	22,404	286,582	236,534	684,371	2026
2027	138,851	22,404	286,582	236,534	684,371	2027
2028	138,851	22,404	286,582	236,534	684,371	2028
2029	138,851	22,404	286,582	236,534	684,371	2029
2030	138,851	22,404	286,582	236,534	684,371	2030
2031	138,851	22,404	286,582	236,534	684,371	2031
2032	138,851	22,404	286,582	236,534	684,371	2032
2033	138,851	22,404	286,582	236,534	684,371	2033
2034	138,851	22,404	286,582	236,534	684,371	2034
2035	138,851	22,404	286,582	236,534	684,371	2035
2036	138,851	22,404	286,582	236,534	684,371	2036
		2,267,686	365,902	4,680,400	3,863,019	11,177,007



R. C. No. 35 - 22 - 23. By PUBLIC WORKS COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 27-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2; recommends adopting the Resolution.

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

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

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

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

Res. No. 27 - 22 - 23. By Alderpersons Dekker and Perrella. June 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2.

WHEREAS, the existing emergency generator at Fire Station #2 is original to the building and no longer provides sufficient and dependable emergency electrical power to the building to support Fire Department operations in case of an electrical outage; and

WHEREAS, the Fire Department budgeted for the replacement of the generator and retained the services of MSA Architects and Engineers to design the replacement system and the installation of same (the "Work"); and

WHEREAS, the City advertised and issued a Request for Bids from qualified contractors for the replacement of the Generator including an upgrade to the natural gas service to the facility along with detailed plans and specifications for the project; and

WHEREAS, during the bid process, it was determined that the physical exterior location of the new generator in the plans was not ideal and an alternate location was identified which would reduce noise to the adjoining residences and result in less work associated with the routing of both gas and electrical service to the equipment; and

WHEREAS, Addendum #1 was issued to the bidders of record regarding the changes associated with the relocation of the equipment; and

WHEREAS, sealed bids were received on May 26, 2022, and following a review both City Staff and the Engineer agree that the low bid submitted by K-W Electric, Inc. in the amount of \$118,800.00 meets all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into contract with K-W Electric, Inc., in substantially similar terms as attached, for the Work in the amount of \$118,800.00.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Work pursuant to the terms of the attached contract as set forth below:

Account No. 48022100-621200 (Capital Improvements  
Fund - Fire - Building Improvements)

\$118,800.00

*Dean Dehke*

*Grant Powell*

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

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

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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
K-W ELECTRIC, INC.  
FOR THE PROVISION AND INSTALLATION OF A NEW EMERGENCY ELECTRICAL  
GENERATOR AT SHEBOYGAN FIRE STATION # 2**

This Agreement ("Agreement") is made and entered into effective this \_\_\_\_th day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and K-W Electric Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of Fire Station # 2 located at 2413 South 18<sup>th</sup> Street; and

WHEREAS, the existing emergency generator is located in the basement of the building and is no longer able to provide adequate and dependable emergency power to support the Fire Station operations; and

WHEREAS, the City wishes to replace the current generator with one of increased capacity sufficient to support current day operations in a location on the exterior of the building and in full compliance with the specifications, identified in Exhibit 1 to this Agreement, and

WHEREAS, the City issued Request for Bids # 2017-22 to obtain bids from qualified providers of the services and equipment ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, the alternate exterior location was identified during the bid process as being superior from the standpoint of simplifying the installation and further assuring that residential properties to the east and north will experience reduced impact during operation of the unit. The relocation is addressed in Addendum # 1 to the Request for Bids (Exhibit 2); and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**



Contractor shall perform all work associated with the work as specified in Exhibits 1 & 2 related to the provision and installation of the emergency generator and upgrading the natural gas system (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials from the removal of the current system in a lawful manner (the "Disposal").

**Other:** Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The Fire Station will remain open during the project.

#### **Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

#### **Article 3. City's Representative**

The City designates Michael Willmas as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative will report that to the Contractor. The City's

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<sup>1</sup> Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

#### **Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$ 118,800.00 ("Contract Amount").

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.



- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

#### **Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

#### **Article 6. Performance and Payment Bond**

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

#### **Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services on or before February 28, 2023, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to the Manufacturer **Lead time** of the Generator appliance. The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights herein.

#### **Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

#### **Article 9. Workmanship and Quality of Materials**

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
  - Contractor shall provide a one-year warranty against defects for parts and labor.
- All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material



or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

#### **Article 10. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

#### **Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

#### **Article 12. Termination**

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

### **Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

### **Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right



to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

#### **Article 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

#### **Article 16. Indemnification**

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

#### **Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

#### **Article 18. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

#### **Article 19. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

#### **Article 20. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to



amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:****Contractor:**

City Clerk	K-W Electric, Inc
City of Sheboygan	N5875 County Road M
828 Center Ave.	Plymouth, WI 53073
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 28. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 29. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2005-21
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds



(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

### **Article 30. Non-Collusion**

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

### **Article 31. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**CONTRACTOR K-W ELECTRIC, INC.**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



CITY OF SHEBOYGAN FIRE STATION #2  
GENERATOR SYSTEM UPGRADE

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**BID PROPOSAL FORM**

CITY OF SHEBOYGAN FIRE STATION #2  
GENERATOR SYSTEM UPGRADE

Bids Close: 1:00 p.m., Thursday, May 26, 2022

PROPOSAL

To: City of Sheboygan City Hall  
Finance Department  
Attn: Mr. Bernard Rammer  
828 Center Avenue  
Sheboygan, WI 53081

We K-W Electric, Inc. ☒ a corporation  
(Company name) ☐ a partnership  
☐ an individual

Of N5875 County Road M Plymouth, WI 53073 (920) 467-2000  
Street City and State Zip Telephone No.

Hereby agree to execute contract and furnish satisfactory bond in the amount specified, and to furnish all labor and materials required to complete the project located in Sheboygan, Wisconsin, in strict accordance with the contract documents prepared by MSA Professional Services, Inc., and dated April 29, 2022.

**BASE BID**

We propose to furnish all permits, equipment, materials and labor, to include travel, lodging and other expenses to install a new generator system in accordance with the bid plans and specifications for a turn-key installation.

**Total Lump-Sum Cost \$** 118,800.00

**Addendum Receipt**

We acknowledge receipt of the following Addenda:

Addendum No. 1 Date 5/13/22

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

CITY OF SHEBOYGAN FIRE STATION #2  
GENERATOR SYSTEM UPGRADE

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The undersigned agrees, if awarded the contract, to commence the contract work upon written notice and to complete the contract work within the times stated in the contract documents.

K-W Electric, Inc.

John Unger

Firm Name

(Seal of K-W Electric, Inc. Corporation)



By

Attested (Corporate Secretary)

Title

Corporate Secretary

Dated

5/26

, 20 22

CITY OF SHEBOYGAN FIRE STATION #2  
GENERATOR SYSTEM UPGRADE

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Bond# 2519372

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That K-W Electric, Inc. (a corporation) (individual) (partnership) of the State of Wisconsin (hereinafter referred to as the "Principal", and West Bend Mutual Insurance Company, (Name of Surety) a corporation of the State of Wisconsin, (hereinafter referred to as the "Surety"), are held and firmly bound unto City of Sheboygan (hereinafter referred to as the "Obligee"), in the penal sum of five percent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

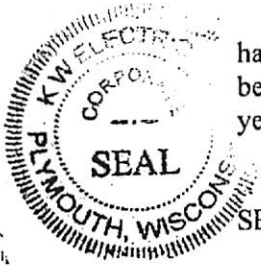
The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to City of Sheboygan (Owner) a certain bid, including the related alternate and combined bids attached hereto and hereby made a part hereof, to enter into a contract in writing for (Type of work) for the Sheboygan Fire Station #2 Generator System Upgrade (Project).

- (1) If said bid is rejected by the Obligee, then this obligation shall be void.
- (2) If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connections therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.
- (3) If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in (2) above executed by this Surety, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

CITY OF SHEBOYGAN FIRE STATION #2  
GENERATOR SYSTEM UPGRADE

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IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper offices, on the day and year set forth below:

SEAL: \_\_\_\_\_

(Principal)

05/25/2022

(Date)

BY: \_\_\_\_\_

May 12, 2022

(Name of Surety)

(Date)

West Bend Mutual Insurance Company  
Kimberly Aschenbach, Attorney-in-Fact

NOTE TO SURETY AND PRINCIPAL:

The Bid submitted, which this Bond guarantees, may be rejected if the following instrument is not attached to this Bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds in behalf of the Surety, and in the amounts referenced above.





THE SILVER LINING®

Bond No. 2519372

**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kimberly Aschenbach

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

*Christopher C. Zwygart*

Christopher C. Zwygart  
Secretary



*Kevin A. Steiner*  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



*Matthew E. Carlton*  
Matthew E. Carlton  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 26th day of May 2022.



*Heather A. Dunn*  
Heather Dunn  
Vice President - Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

**ATTACHMENT 2 Non-Collusion Certification**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bidder, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, Communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
- 2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and,
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Date: 5/4/22

Company Name K-W Electric, Inc.

Signature [Signature]

Title Corporate Secretary

# ELECTRICAL ADDENDUM #1



Project: Sheboygan Fire Station #2 Generator Replacement Project  
Project No.: MSA# 09511018  
Date: May 13, 2022

## Sign in Sheet:

1. See attachment for pre-bid walk through sign in sheet.

## Pre-bid Notes:

1. See attachment for pre-bid walk through notes.

## General:

1. Sheet E1.0:
  - A. REVISE north arrow direction as shown clouded.
  - B. REVISE: Site Plan – Electrical, relocate generator as shown clouded.
  - C. Add: Site Plan – Electrical, added location for exiting underground cable television/internet service.
2. Sheet E1.1:
  - A. REVISE: detail 10/E1.1 add bonding jumper for water meter as shown clouded.
  - B. REVISE: First Floor Plan – Electrical relocated generator as shown clouded.
  - C. ADD: First Floor Plan – Electrical added location for existing underground cable television/internet service.
  - D. ADD: Lower Level Plan – Electrical add generator feeder as shown clouded.
  - E. ADD: plan notes 7 through 10.
  - F. REMOVE: detail 9/E1.1.
3. Sheet E1.2:
  - A. REVISE: First Floor Plan – Gas Piping relocate generator as shown clouded.
4. Sheet E1.3:
  - A. ADD: junction box for generator wiring.
  - B. ADD: plan note 15.

**Sheboygan Fire Station #2**  
**2413 South 18<sup>th</sup> Street**  
**Sheboygan, WI 53081**  
**Pre-Bid Sign-in Sheet**



**Project Name:** City of Sheboygan Fire Station #2 Generator Replacement Project

**Project No.:** MSA R09511018

**Meeting Date:** May 12<sup>th</sup>, 2022 8:00 am.

**Location:** Sheboygan Fire Station #2

**PLEASE PRINT LEGIBLY!!!!!!**

<u>NAME</u>	<u>REPRESENTING</u>	<u>PHONE</u>	<u>E-MAIL</u>
<b>Present for meeting:</b>			
Dave Schulze (EE)	MSA Professional Ser.	920-894-4710	<a href="mailto:dschulze@msa-ps.com">dschulze@msa-ps.com</a>
Bernie Rammer	Sheboygan County	920-459-3469	<a href="mailto:Bernard.Rammer@sheboyganwi.gov">Bernard.Rammer@sheboyganwi.gov</a>
Mike Williams	City of Sheboygan	920-459-3444	<a href="mailto:Michael.Willmas@sheboyganwi.gov">Michael.Willmas@sheboyganwi.gov</a>
Tony Dohr	Pieper Electric	920-312-6156	<a href="mailto:Tony.dohr@pieperpower.com">Tony.dohr@pieperpower.com</a>
Dave Altmeyer	Altmeyer Electric	920-458-3406	<a href="mailto:david@altmeyerelectric.net">david@altmeyerelectric.net</a>
Gerry Krebsbach	KW Electric	920-467-2000	<a href="mailto:estimating@kwelectricinc.com">estimating@kwelectricinc.com</a>
Jason Konz	Konz Electric	920-627-2863	<a href="mailto:jasonk@konzelectric.com">jasonk@konzelectric.com</a>
Justin Miller	J. Miller Electric	262-305-3858	<a href="mailto:justin.jmillerelectric@gmail.com">justin.jmillerelectric@gmail.com</a>
<b>Not present for Pre-bid:</b>			
Cameron Sauve	MSA Professional Ser.	920-267-6043	<a href="mailto:csauve@msa-ps.com">csauve@msa-ps.com</a>
Reggie Schwarzenbart	MSA Professional Ser.	920-243-4023	<a href="mailto:rschwarzenbart@msa-ps.com">rschwarzenbart@msa-ps.com</a>
Jamon Ingelse	Battalion Chief	920-451-2368	<a href="mailto:jamon.ingelse@sheboyganwi.gov">jamon.ingelse@sheboyganwi.gov</a>





## PRE-BID MEETING NOTES

Project: City of Fire Station #2 Generator Replacement Project

Project No.: MSA# R09511018

Walk Through Date: Thursday, May 12, 2022 at 8:00 am

Walk Through Location: Sheboygan Fire Station #2

Notes By: Dave Schulze, MSA Professional Services.

### A. Overview

1. Everyone sign-in, check log in.
2. Contact person: Michael Willmas
3. Project Scope: This work is to include replacing the existing generator and transfer switch and gas meter.
4. Tax exempt with owner purchase. Bidders are to include materials without sales tax and applicable county taxes in their bid.
5. This is not a prevailing wage project.
6. **Submit bid with 5% Bid Bond. No permit fees will be waived.**
7. **Contractor that is awarded with the project shall submit a Performance and Payment Bond of 100% of the contract cost.**
8. **Each contractor shall make sure they up to date with the City's Bidder's Proof of Responsibility, see front end of specification for this form.**
9. One prime contractor (EC); gas piping contractor is a subcontractor of the EC.
10. Asbestos: may be some but should not cause work delays.
11. Provide Bidder's Proof of Responsibility.
12. Overview.
13. Questions.

### B. Project Timetable

1. Addenda (if any) will be issued around Thursday, May 19, 2022.
2. Bids Due at 1:00 p.m. Thursday, May 26, 2022. Send Bids to: City of Sheboygan City Hall (Finance Department) Attn: Mr. Bernard Rammer 828 Center Avenue, Sheboygan, WI 53081
3. Bids will be reviewed May 26 – June 20, 2022.
4. Final approval by Common Council Monday. June 20, 2022.
5. Successful contractor notified and contract awarded June 21, 2022.
6. Pre-construction meeting tentatively week of June 27, 2022.
7. Contractors provide all submittals for review mid-July 2022.
8. Submittals returned to contractors with-in a few days.
9. Project completion "To be determined". This will depend on the lead time of the 77 kW natural gas generator.

C. Project Specifics

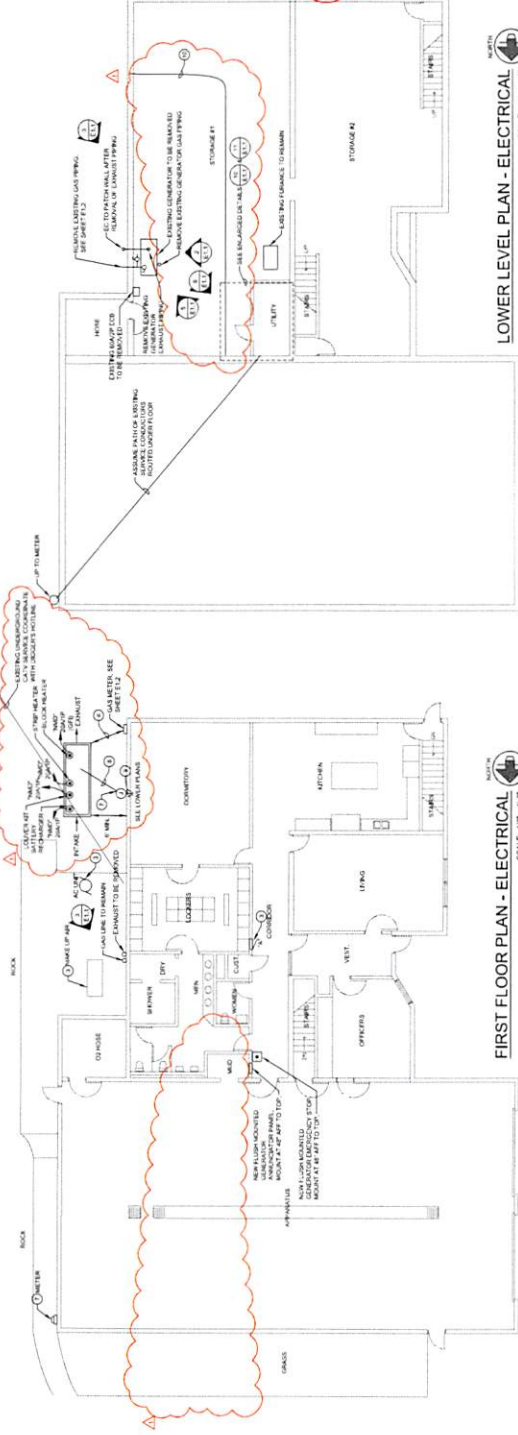
1. The owner will not leave the building. The EC shall minimize down time and coordinate ahead of time all down time.
2. Provide breaker ties for multi-wire circuits with common neutral.
3. Working hours: 6:30 am to 5:00 pm, Monday through Friday.
4. Dumpsters will be provided by the contractor.
5. Contractors shall be at the site to accept all deliveries of their equipment.
6. Existing generator and transfer switch to be removed by the electrical contractor.
7. Specification Section 26 05 01:
  - a. Ben Reisen at Alliant is stated as the contact person and the electric service should be turned off when changing the main service panel.  
There is a \$500 allowance shall be included in the bid for Alliant's work.
8. Provide coordination study for the entire electrical system per 26 05 73.





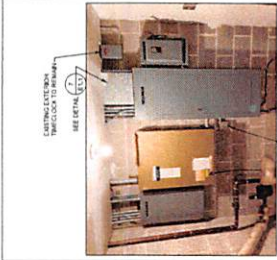
**GENERAL NOTES:**  
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE CITY OF SHEBOYGAN ELECTRICAL CODE.  
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.  
3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.  
4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.  
5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.

**PLAN NOTES:**  
1. SEE E1.1 FOR DETAILS AND RELATIONS.  
2. SEE E1.1 FOR DETAILS AND RELATIONS.  
3. SEE E1.1 FOR DETAILS AND RELATIONS.  
4. SEE E1.1 FOR DETAILS AND RELATIONS.  
5. SEE E1.1 FOR DETAILS AND RELATIONS.



LOWER LEVEL PLAN - ELECTRICAL  
SCALE: 1/8" = 1'-0"

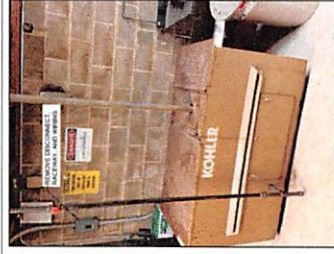
FIRST FLOOR PLAN - ELECTRICAL  
SCALE: 1/8" = 1'-0"



1 NORTH WALL UTILITY ROOM  
E1.1 NTS



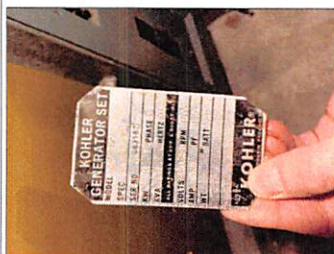
8 EXISTING MID GROUND WIRING  
E1.1 NTS



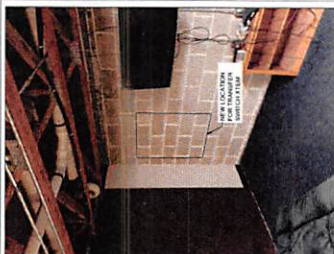
2 EXISTING KOHLER GENERATOR  
E1.1 NTS



3 EXISTING GENERATOR EXHAUST  
E1.1 NTS



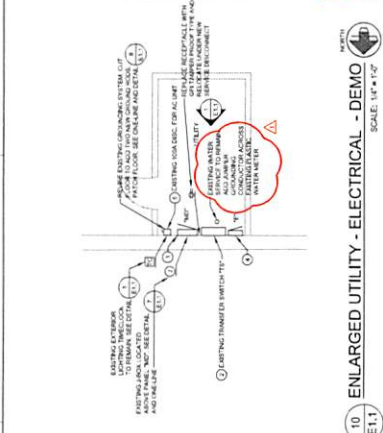
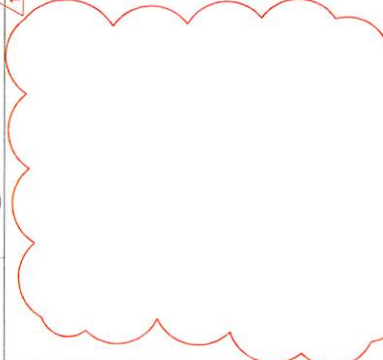
5 EXISTING GENERATOR NAME TAG  
E1.1 NTS



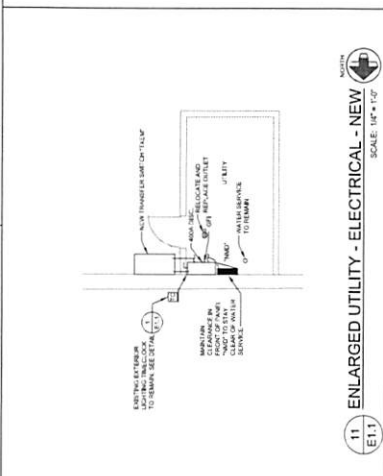
6 STORAGE #1 WALL  
E1.1 NTS



7 EXISTING J-BOX  
E1.1 NTS



10 ENLARGED UTILITY - ELECTRICAL - DEMO  
E1.1 NTS



11 ENLARGED UTILITY - ELECTRICAL - NEW  
E1.1 NTS





**GENERAL NOTES:**  
GAS PIPING CONNECTOR WILL BE A SUB-CONTRACTOR TO THE ELECTRICAL CONTRACTOR WHO WILL BE THE LEAD CONTRACTOR.



Dispersible Dry Solution (See Estimated Maximum Load on NMS)

Date: 4/25/2022

Load (kg)

Load (kg)

Load (kg)

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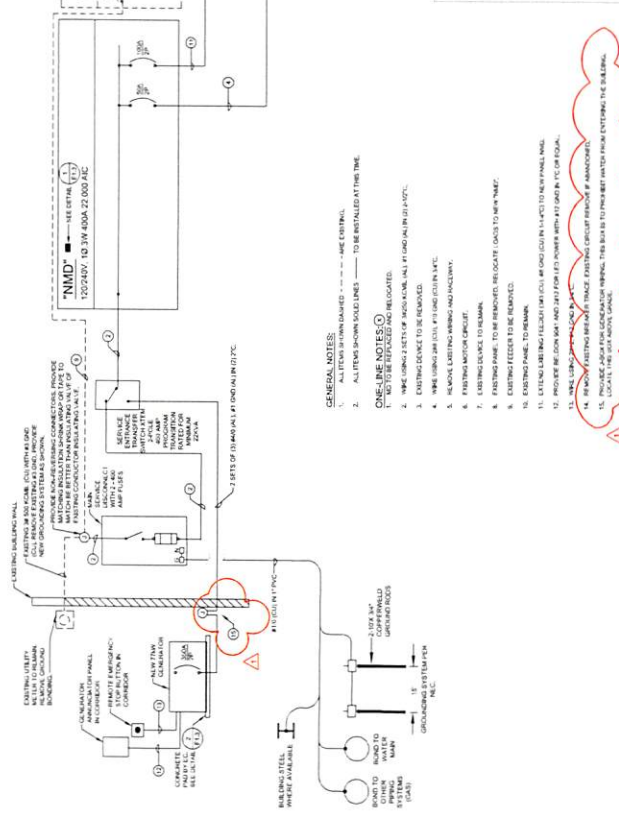
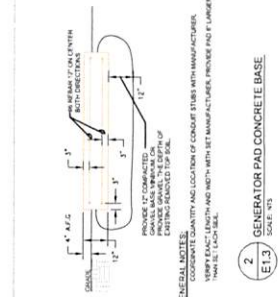
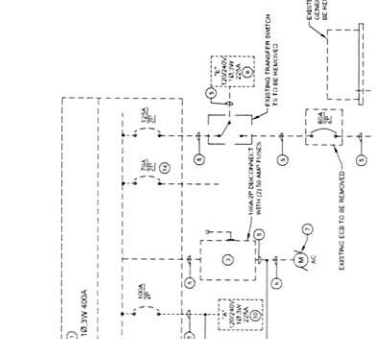
Load (kg)

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3  
E1.3  
LOAD CALCULATION DETAIL  
SCALE: NTS



- [illegible]

12. WIRE CORDING SHALL BE LONG 3 IN.
13. PROVIDE REDUCED AND ZERO POINTS POWER WITHIN 10' OF POINT.
14. REMOVE EXISTING MEASUREMENT TRACE. EXISTING CIRCUIT REMOVE IF ABANDONED.
15. PROVIDE ASSESS FOR GENERATOR WIRING. THIS BOX IS TO PREPARE WATERS FROM LOCATE THE BOX ABOVE GROUND.

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
K-W ELECTRIC, INC.  
FOR THE PROVISION AND INSTALLATION OF A NEW EMERGENCY ELECTRICAL  
GENERATOR AT SHEBOYGAN FIRE STATION # 2**

This Agreement ("Agreement") is made and entered into effective this 30th day of June, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and K-W Electric Inc. ("Contractor").

**WITNESSETH:**

WHEREAS, the City is the owner of Fire Station # 2 located at 2413 South 18<sup>th</sup> Street; and

WHEREAS, the existing emergency generator is located in the basement of the building and is no longer able to provide adequate and dependable emergency power to support the Fire Station operations; and

WHEREAS, the City wishes to replace the current generator with one of increased capacity sufficient to support current day operations in a location on the exterior of the building and in full compliance with the specifications, identified in Exhibit 1 to this Agreement, and

WHEREAS, the City issued Request for Bids # 2017-22 to obtain bids from qualified providers of the services and equipment ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, the alternate exterior location was identified during the bid process as being superior from the standpoint of simplifying the installation and further assuring that residential properties to the east and north will experience reduced impact during operation of the unit. The relocation is addressed in Addendum # 1 to the Request for Bids (Exhibit 2); and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**



Contractor shall perform all work associated with the work as specified in Exhibits 1 & 2 related to the provision and installation of the emergency generator and upgrading the natural gas system (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials from the removal of the current system in a lawful manner (the "Disposal").

**Other:** Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The Fire Station will remain open during the project.

#### **Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

#### **Article 3. City's Representative**

The City designates Michael Willmas as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative will report that to the Contractor. The City's

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<sup>1</sup> Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.



Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

#### **Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$ 118,800.00 ("Contract Amount").

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.

- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

#### **Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

#### **Article 6. Performance and Payment Bond**

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

#### **Article 7. Schedule**



Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services on or before February 28, 2023, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to the Manufacturer **Lead time** of the Generator appliance. The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights herein.

#### **Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

#### **Article 9. Workmanship and Quality of Materials**

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
  - Contractor shall provide a one-year warranty against defects for parts and labor.
- All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material

or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

#### **Article 10. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

#### **Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

#### **Article 12. Termination**

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.



If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

### **Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

### **Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right

to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

**Article 16. Indemnification**

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:



- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

#### **Article 18. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

#### **Article 19. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

#### **Article 20. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to

amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.



**Article 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:****Contractor:**

City Clerk	K-W Electric, Inc
City of Sheboygan	N5875 County Road M
828 Center Ave.	Plymouth, WI 53073
Sheboygan, Wisconsin 53083	Mr. John Unger

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 28. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 29. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2005-21
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

### **Article 30. Non-Collusion**

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

### **Article 31. Other Provisions**

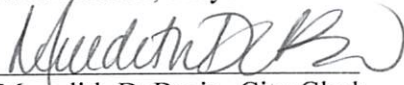
1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

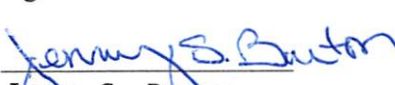
BY:   
Ryan Sorenson, Mayor

ATTEST:   
Meredith DeBruin, City Clerk

DATE: 7-18-2022

**K-W ELECTRIC, INC.**

BY:   
John R. Unger

ATTEST:   
Jenny S. Burton

DATE: 7-11-2022





THE SILVER LINING®

D

**BOND EXECUTION REPORT**Date: 06/29/2022Bond Number: 2519372**AGENCY INFORMATION:**

MCCLONE AGENCY INC , 48612  
150 MAIN STREET  
MENASHA, WI 54952

**PRINCIPAL INFORMATION:**

K-W Electric, Inc.  
N5875 County Road M  
Plymouth, WI 53073-4374

**OBLIGEE INFORMATION:**

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

Transaction Description: New BusinessWB Index: 2519372Bond Effective Date: 06/29/2022Bond Type: Performance and/or Payment BondWork Description: Sheboygan Fire Station #2 Generator System UpgradeBond Penalty: \$ 118,800.00Premium: \$ 1,039**THIS IS NOT AN INVOICE**

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.





# AIA® Document A312™ – 2010

## Performance Bond

Bond Number: 2519372

**CONTRACTOR:**

(Name, legal status and address)

K-W Electric, Inc.

N5875 County Road M  
Plymouth, WI 53073-4374**OWNER:**

(Name, legal status and address)

City of Sheboygan

828 Center Ave

Sheboygan, WI 53081-4442

**CONSTRUCTION CONTRACT**

Date: 06/30/2022

Amount: \$ 118,800.00

Description:

(Name and location)

Sheboygan Fire Station #2 Generator System Upgrade

**SURETY:**

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company

1900 South 18th Avenue

West Bend, WI 53095

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND**

Date: 06/29/2022

(Not earlier than Construction Contract Date)

Amount: \$ 118,800.00

Modifications to this Bond: XXXX

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

K-W Electric, Inc.

Signature:

Name and John R. UngertTitle: Corporate Secretary

(Any additional signatures appear on the last page of this Performance Bond.)

**SURETY**

Company: (Corporate Seal)

West Bend Mutual Insurance Company

Signature:

Name and

Title: Kimberly Aschenbach, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**MCCLONE AGENCY INC  
150 MAIN STREET  
MENASHA, WI 54952  
(920) 725-3232**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Init.

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User Notes:

(1853247317)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Init.



§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: NA  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: NA  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Init.



# AIA® Document A312™ – 2010

## Payment Bond

Bond Number: 2519372

**CONTRACTOR:**

(Name, legal status and address)  
K-W Electric, Inc.

N5875 County Road M  
Plymouth, WI 53073-4374

**OWNER:**

(Name, legal status and address)

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

**CONSTRUCTION CONTRACT**

Date: 06/30/2022

Amount: \$ 118,800.00

Description:

(Name and location)

Sheboygan Fire Station #2 Generator System Upgrade

**SURETY:**

(Name, legal status and principal place  
of business)

West Bend Mutual Insurance Company  
1900 South 18th Avenue  
West Bend, WI 53095

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND**

Date: 06/29/2022

(Not earlier than Construction Contract Date)

Amount: \$ 118,800.00

Modifications to this Bond:

☒ None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

K-W Electric, Inc.

Signature:

Name and John R. UngerTitle: Corporate Secretary

(Any additional signatures appear on the last page of this Payment Bond.)

**SURETY**

Company: (Corporate Seal)

West Bend Mutual Insurance Company

Signature:

Name and

Title: Kimberly Aschenbach, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

MCCLONE AGENCY INC  
150 MAIN STREET  
MENASHA, WI 54952  
(920) 725-3232

**OWNER'S REPRESENTATIVE:**

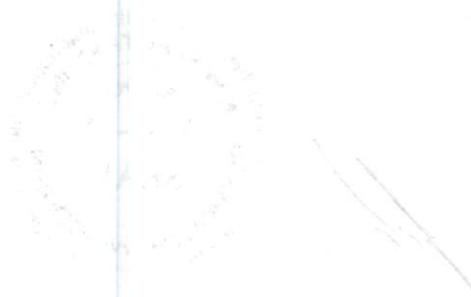
(Architect, Engineer or other party:)

Init.

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User Notes:

(1179994475)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.



**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature:

NA

Name and Title:

Address:

Signature:

NA

Name and Title:

Address:

Init.





THE SILVER LINING®

Bond No. 2519372

**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kimberly Aschenbach

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

*Christopher C. Zwygart*  
 Christopher C. Zwygart  
 Secretary



*Kevin A. Steiner*  
 Kevin A. Steiner  
 Chief Executive Officer/President

State of Wisconsin  
 County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



*Matthew E. Carlton*  
 Matthew E. Carlton  
 Senior Corporate Attorney  
 Notary Public, Washington Co., WI  
 My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of June, 2022.



*Heather A. Dunn*  
 Heather Dunn  
 Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)  
6/16/2022

Item 17.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The McClone Agency, Inc. PO Box 389 Menasha WI 54952	<b>CONTACT NAME:</b> Kimberly Aschenbach
	<b>PHONE (A/C, No, Ext):</b> 800-236-1034 <b>FAX (A/C, No):</b> 920-725-3233
	<b>E-MAIL ADDRESS:</b> kimberly.aschenbach@mcclone.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Cincinnati Insurance Company
	<b>INSURER B:</b> West Bend Mutual Insurance Co.
	<b>INSURER C:</b> Columbia Casualty Company
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 26406047 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		EPP 0173881	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA 0173881	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP 0173881	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		A848360	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A C	Electronic Data Processing Professional Errors & Omissions Pollution Liability		EPP 0173881 EPP 0173881 C6023810987	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	LIMIT LIMIT LIMIT 100,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Sheboygan Fire Station 2

30 day notice of cancellation (10 days for non-payment) will be provided to certificate holder in accordance with the General Liability policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Sheboygan Wisconsin  
828 Center Avenue, Suite 110  
Sheboygan WI 53081  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VIII

R. C. No. 36 - 22 - 23. By PUBLIC WORKS COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 28-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

III

Res. No. 28 - 22 - 23. By Alderpersons Dekker and Perrella. June 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

WHEREAS, in February 2020, the City hired Foth Infrastructure and Environment, LLC ("Foth") to analyze the existing 1936 sanitary interceptor sewer ("sewer") located along the south side Lake Michigan shoreline via Res. No. 163-19-20; and

WHEREAS, Foth's study indicated that significant rehabilitation was necessary to maintain functionality of the sewer; and

WHEREAS, in January 2021, the City authorized Foth to begin designing the sewer rehabilitation plan via Res. No. 152-20-21; and

WHEREAS, in July 2021, the City authorized Foth to conduct title research related to easements needed to proceed with the sewer rehabilitation plan and to acquire all necessary easements on the City's behalf via Res. No. 39-21-22; and

WHEREAS, Foth is now ready to complete the final stage of design for the sewer project, which will allow the City to commence bidding for the project; and

WHEREAS, the costs associated with this final stage were not previously anticipated because of the need for additional design work.

NOW, THEREFORE BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into an Addendum with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for the design and bidding of the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

PN

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$64,500.00 from Account No. 60138300-631100 in payment of this Addendum.

*Dean Dubke*

*Grace Penelle*

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

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

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



**AGREEMENT FOR SERVICES  
ADDENDUM No. 2**

<b>Project Title:</b>	SIS Rehab Access Rd/Shoreline Design	<b>FOTH Project Number:</b>	21S042.00
		<b>CLIENT Purchase Order#:</b>	310090
		<b>(If applicable)</b>	

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated May 28, 2021), (hereinafter "Addendum"), is made and entered into 18th day of April, 2022 by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **City of Sheboygan**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

<b>CLIENT:</b>	City of Sheboygan – Department of Public Works		
<b>Address:</b>	2026 New Jersey Avenue Sheboygan, WI 53081-4714		
<b>Phone No:</b>	920-459-3368	<b>Email Address:</b>	Ryan.Sazama@sheboyganwi.gov

**Scope of Services:**

Client hereby agrees to retain Consultant to perform additional as-requested services as part of the original access road/revetment and sewer rehabilitation design project, summarized as follows:

- Soil borings for the Lakeview Park access road
- Kentucky Avenue Pumping Station rehabilitation/upgrade review and design scoping recommendations
- High Avenue Parking Lot design
- Lakeview Park survey and design
- Clara and Broadway Avenues survey and storm sewer design
- All associated additional agency permitting with the above
- Funding opportunities and administration
- Town of Sheboygan cost sharing methodology recommendations
- Addition of the access road and revetment south to the Alliant Energy site survey, design, plans, and permitting
- Estimated efforts to assist FEMA with the NEPA environmental process (This assumes FEMA will be completing in-house and Foth will provide information/documentation.) Allowance of \$7,000
- Preparation of a plat encompassing the temporary and permanent easements required from private property owners, and coordination with the City's appraiser
- Update construction cost estimate

**Schedule:** Services shall be performed according to the following schedule:

Above services to be performed to allow preparation of the final plans and bidding documents anticipated to be completed pending the FEMA NEPA process and WDNR and ACOE agency approvals.

**Compensation:**

In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$ .00

☒ Unit Cost/Time Charges (Standard Rates) with a total amount estimated at \$64,500.

☐ Other as stated here:

**Special Conditions (if any):**

Assumes FEMA will be completing the NEPA process.



**Entire Agreement:** This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT****FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

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



Thomas J. Ludwig, PE

State Operations Director

4/18/2022

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

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



Dale R. Broeckert, PE

Senior Project Manager

4/18/2022

R. O. No. 23 - 22 - 23. By CITY CLERK. June 20, 2022.

Submitting a communication from Grateful Properties, LLC requesting an encroachment on their property located at 340/342 South Pier Drive for the purpose of adding an outdoor seating deck.

---

CITY CLERK



Building Relationships Since 1891

Item 19.

Harbor Café  
Grateful Properties, LLC  
340 South Pier Drive  
Sheboygan, WI 53081

6/10/2022

RE: Expanded Encroachment Narrative

To the City of Sheboygan Common Council –

We are asking for an expanded area of encroachment for the deck facing the river on the north side of the shanty occupied by Harbor Café. After reviewing the deck plans, we decided that it would be in the best interest of the business to maximize the outdoor space. Our hope is that this expansion will increase foot traffic off the pier and give additional people the opportunity to stay and enjoy the atmosphere of the coffee shop and the surrounding pier.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Sam LeRoy", is written over the typed name and title.

Sam LeRoy  
Project Manager  
Quasius Construction, Inc.

QUASIUS CONSTRUCTION, INC.  
1202A North 8th Street, P.O. Box 727 • Sheboygan, Wisconsin 53082-0727  
Phone 920-457-5585 or 1-800-569-2165 • Fax 920-457-1045

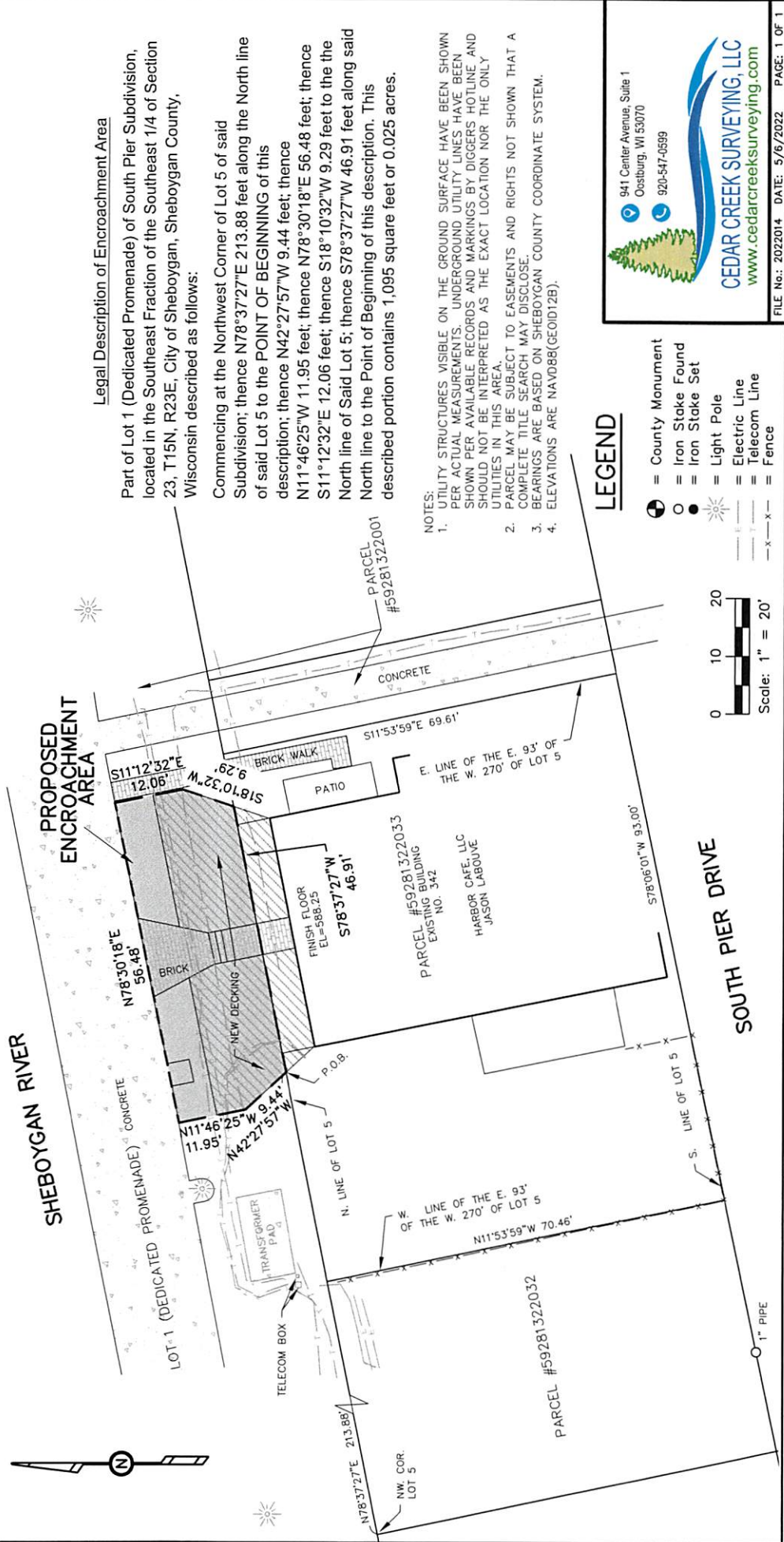




# ENCROACHMENT EXHIBIT

FOR: Grateful Properties, LLC

East 93' of the West 270' of Lot 5, South Pier Subdivision, Part of the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



## Legal Description of Encroachment Area

Part of Lot 1 (Dedicated Promenade) of South Pier Subdivision, located in the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Northwest Corner of Lot 5 of said Subdivision; thence N78°37'27"E 213.88 feet along the North line of said Lot 5 to the POINT OF BEGINNING of this description; thence N42°27'57"W 9.44 feet; thence N11°46'25"W 11.95 feet; thence N78°30'18"E 56.48 feet; thence S11°12'32"E 12.06 feet; thence S18°10'32"W 9.29 feet to the North line of Said Lot 5; thence S78°37'27"W 46.91 feet along said North line to the Point of Beginning of this description. This described portion contains 1,095 square feet or 0.025 acres.

## NOTES:

1. UTILITY STRUCTURES VISIBLE ON THE GROUND SURFACE HAVE BEEN SHOWN PER ACTUAL MEASUREMENTS. UNDERGROUND UTILITY LINES HAVE BEEN SHOWN PER AVAILABLE RECORDS AND MARKINGS BY DIGGERS HOTLINE AND SHOULD NOT BE INTERPRETED AS THE EXACT LOCATION NOR THE ONLY UTILITIES IN THIS AREA.
2. PARCEL MAY BE SUBJECT TO EASEMENTS AND RIGHTS NOT SHOWN THAT A COMPLETE TITLE SEARCH MAY DISCLOSE.
3. BEARINGS ARE BASED ON SHEBOYGAN COUNTY COORDINATE SYSTEM.
4. ELEVATIONS ARE NAVD83(GEOD12B).

## LEGEND

- County Monument
- Iron Stake Found
- Iron Stake Set
- Light Pole
- Electric Line
- Telecom Line
- Fence



FILE No.: 2022014 DATE: 5/6/2022 PAGE: 1 OF 1

II

R. O. No. 24 - 22 - 23. By CITY CLERK. June 20, 2022.

Submitting a communication from M Squared Properties requesting an encroachment on their property located at 1444 Pershing Avenue for the purpose of creating an asphalt driveway and parking lot.

---

CITY CLERK

# Four Seasons Comfort LLC

Item 20.

*"Quality Service with Your Comfort in Mind"*

1444 Pershing Ave. Sheboygan, WI 53083

Office 920-565-2095

[hvac@fourseasonscomfort.net](mailto:hvac@fourseasonscomfort.net)

---

Monday, June 13, 2022

To the City of Sheboygan,

After moving Four Seasons Comfort into the city of Sheboygan we discovered that the exiting parking lot needed asphaltting. As we worked through the process of completing the work we discovered that the city owned a portion of the parking lot.

We request the encroachment to allow for the movement of our equipment through a normal business day, allow for customer and employee parking, and provide access of emergency vehicles if needed.

The area as noted in the encroachment exhibit, prepared by Wagner Excavating, runs through the parking lot. It will be used as parking lot as well as green space.

Martha Pelzel – owner  
M Squared Properties  
15770 Lakeshore Rd  
Cleveland, WI 53081  
920-980-7051  
[Msquared204@gmail.com](mailto:Msquared204@gmail.com)

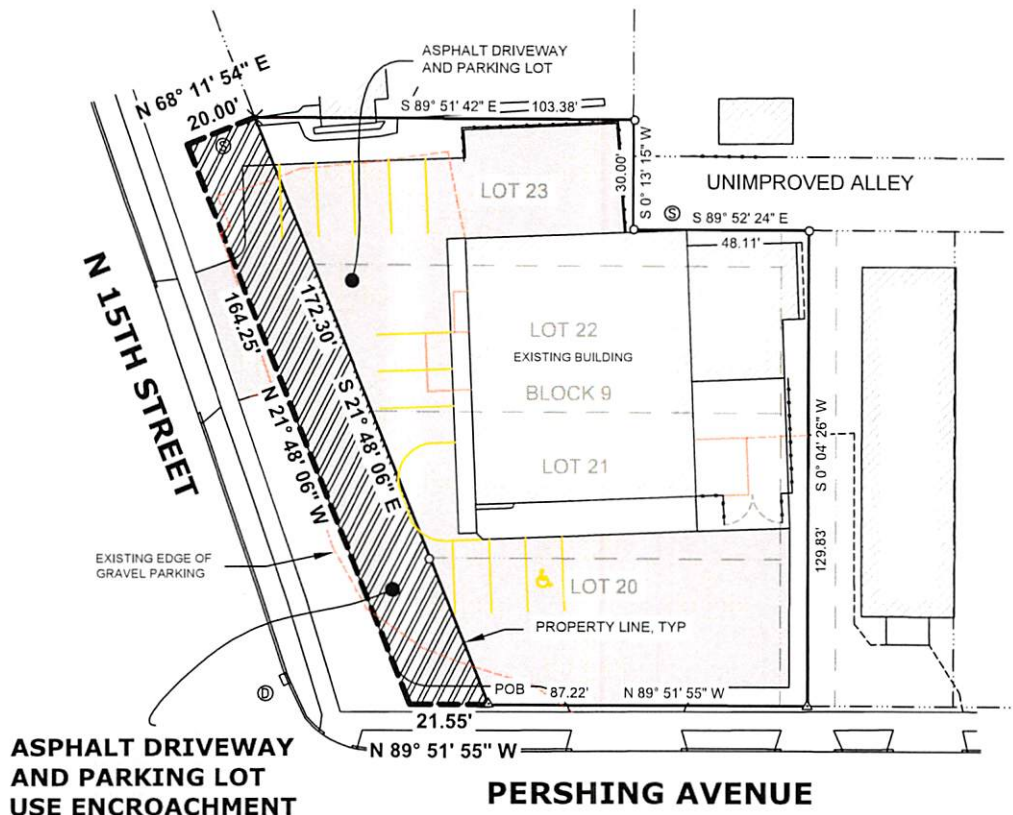
Mike Pelzel – owner  
Four Seasons Comfort  
1444 Pershing Ave.  
Sheboygan, WI 53083  
Sheboygan phone 920-565-2095  
Plymouth phone 920-893-8900  
[hvac@fourseasonscomfort.net](mailto:hvac@fourseasonscomfort.net)





# ASPHALT DRIVEWAY AND PARKING LOT USE ENCROACHMENT EXHIBIT

LOTS 20, 21, 22, AND 23 OF BLOCK 9 AND THE WEST HALF OF THE VACATED NORTH-SOUTH ALLEY ADJACENT TO SAID LOTS 20, 21, 22, AND PART OF 23, OF LAKE SHORE DIVISION, CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN



LEGAL DESCRIPTION FOR "ASPHALT DRIVEWAY AND PARKING LOT USE ENCROACHMENT":

PART OF N 15TH STREET RIGHT-OF-WAY BEING IN THE SE 1/4 OF SECTION 10, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 20, BLOCK 1 OF LAKE SHORE DIVISION; THENCE THE FOLLOWING BEARINGS AND DISTANCES: N89°51'55"W 21.55 FEET; N21°48'06"W 164.25 FEET; N68°11'54"E 20.00 FEET TO A POINT ON THE EAST ROAD RIGHT-OF-WAY LINE OF N 15TH STREET; THENCE S21°48'06"E ALONG SAID EAST RIGHT-OF-WAY LINE 172.30' FEET TO THE POINT OF BEGINNING AND CONTAINING 3,366 SF OF LAND.

PARCEL NUMBER: 59281712700  
PARCEL OWNER: MSQUARED PROPERTIES LLC  
PARCEL ADDRESS: 3313 N 15TH STREET  
PARCEL AREA: 17,627 SF  
DRIVEWAY AND PARKING LOT USE ENCROACHMENT AREA: 3,366 SF

BEARINGS AND DISTANCES SHOWN ARE REFERENCED TO THE SOUTH LINE OF LOT 20, BLOCK 9, WHICH BEARS N89°51'55"W AND BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM

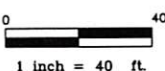


I, CRAIG A. RUSCH, WISCONSIN REGISTERED LAND SURVEYOR NO. S-2274, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DRAWING DATE: JUNE 2, 2022



GRAPHIC SCALE



**Wagner**  
EXCAVATING, INC.  
3437 PAINE AVENUE SHEBOYGAN, WI 53081  
(920) 458-9082

**FOUR SEASONS COMFORT**  
1444 Pershing Avenue  
City of Sheboygan



Res. No. 29 - 22 - 23. By Alderpersons Felde and Ackley. June 20, 2022.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a hearing regarding the denial of "Class B" Alcohol Beverage License No. 3539-Reynoso Properties LLC (Pedro Reynoso, Jr., Agent) and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the hearing was held on June 8, 2022; and

WHEREAS, special outside legal counsel is required for this hearing due to the conflict of interest which would result from having the City Attorney's Office represent both the Common Council and the City Clerk's Office at the hearing.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a hearing regarding the denial of Alcohol Beverage License No. 3539-Reynoso Properties LLC.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized and directed to draw on the City Attorney's Judgments & Settlement Expenses Account No. 10119100-590400 in payment for said services.

*Suspend Rules  
Adopt Res*

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

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

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

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

Res. No. 30 - 22 - 23. By Alderpersons Felde and Ackley. June 20, 2022.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the non-renewal of "Class B" Alcohol Beverage License No. 2301-One More Time, LLC (Joseph P. Bonelli, Agent) and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the quasi-judicial hearing was held on June 8, 2022; and

WHEREAS, special outside legal counsel is required for this quasi-judicial hearing due to the conflict of interest which would result from having the City Attorney's Office represent both the Common Council and the City Clerk's Office at the hearing; and

WHEREAS, in the interest of keeping expenses as low as possible, special outside legal counsel will advise the Committee and in-house staff will represent the City's interest in the prosecution of the hearing.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the non-renewal of "Class B" Alcohol Beverage License No. 2301-One More Time, LLC (Joseph P. Bonelli, Agent), and authorizes payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the Liability Insurance Administration Services Account No. 705110100-521500 in payment for said services.

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

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

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

III

Res. No. 31 - 22 - 23. By Alderpersons Felde and Ackley. June 20, 2022.

A RESOLUTION authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team.

RESOLVED: That the Fire Chief is hereby authorized to execute an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management regarding providing personnel to a statewide urban search and rescue team, in form substantially similar to the agreement which is attached hereto and incorporated herein.

LTIPS

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

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

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

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



**AGREEMENT FOR URBAN  
SEARCH AND RESCUE EMERGENCY  
RESPONSE SERVICES**

**April 1, 2022, through June 30, 2024**

Between

**STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

And

**[municipality]**



This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and [MUNICIPALITY], Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

## RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

## TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
  - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
  - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
  - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
  - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
  - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

### **3.0 Participating Agency Obligations:**

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
  - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
  - 3.2.2 Are employees in good standing.
  - 3.2.3 Are not probationary employees.
  - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
  - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
  - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

#### **4.0 Required Training and Exercises:**

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

#### **5.0 Response Procedures and Limitations:**

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.



- 5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.
- 5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

## **6.0 Right of Refusal:**

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

## **7.0 Standard Operating Procedures:**

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

## **8.0 Reimbursement of Costs**

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

## **9.0 Reimbursement for Response Costs:**

- 9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.
- 9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

- 9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.
- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.
- 10.0 Payment for Training and Exercise Costs:**
- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.
- 11.0 Reimbursement of Increased Duty Disability Costs:**
- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums

referred to above imposed in the prior fiscal year.

**11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:**

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

**12.0 Employer-Employee Relationship and Obligations Maintained:**

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

**13.0 Worker's Compensation:**

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

**14.0 Dual Payment:**

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

**15.0 Reasonable Efforts:**

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

**16.0 Liability and Indemnity**

**16.1 Scope:**

During operations authorized by this Agreement, WI-TF1 members supplied by

Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

**16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:**

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

**16.3 Participating Agency Indemnification of State:**

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

**17.0 Insurance Obligations:**

**17.1** Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

**17.2** Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

**18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

**19.0 Miscellaneous**

**19.1 Disclosure of Independence and Relationship:** Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.



Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
  - 19.7.1 Term: This Agreement shall begin on April 1, 2022, and terminate on June 30, 2024, unless terminated earlier pursuant to Section 19.7.2.
  - 19.7.2 Termination:
    - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written

notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns.
- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator  
 Division of Emergency Management  
 DMA Wisconsin  
 PO Box 7865  
 Madison, WI 53707-7865  
 Telephone #: (608) 242-3232  
 FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel  
 Wisconsin Department of Military Affairs  
 2400 Wright Street  
 Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any

other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

**Approving Signatures:**

**ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2022**

---

**Greg Engle, Acting Division Administrator**



[SIGNATURE PAGE]

## EXHIBIT A

### EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

#### STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

**ANTITRUST ASSIGNMENT:** The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

**APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

**CANCELLATION:** The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

**WORK CENTER CRITERIA:** A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

**INSURANCE RESPONSIBILITY:** The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**PUBLIC RECORDS.** Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

**TAXES:** The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

**VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

III

Res. No. 32 -22 - 23. By Alderperson Mitchell. June 20, 2022.

A RESOLUTION pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan.

RESOLVED: That pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan, the final plat of Maywood Estates subdivision, located in the east ½ of the NE ¼ of the SE ¼ that includes Lot 1 of CSM #1497638, VOL 15, PG 17-18 Section 8, T15N, R23E, Town of Sheboygan, Sheboygan County, Wisconsin is hereby approved.

City Plan

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



THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 THAT INCLUDES  
LOT 1 OF CSM #1497638, VOL 15, PG 17-18

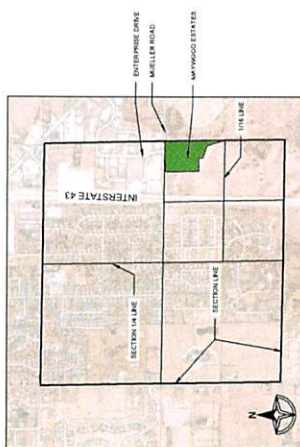
SECTION 8, T15N, R23E,

TOWN OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

SHEBOYGAN COUNTY, WISCONSIN  
CURRENT ZONING: R-2 ONE AND TWO FAMILY RESIDENCE DISTRICT

TOTAL PLAT AREA: 612.593 ± 5F (14.063 ± AC.)

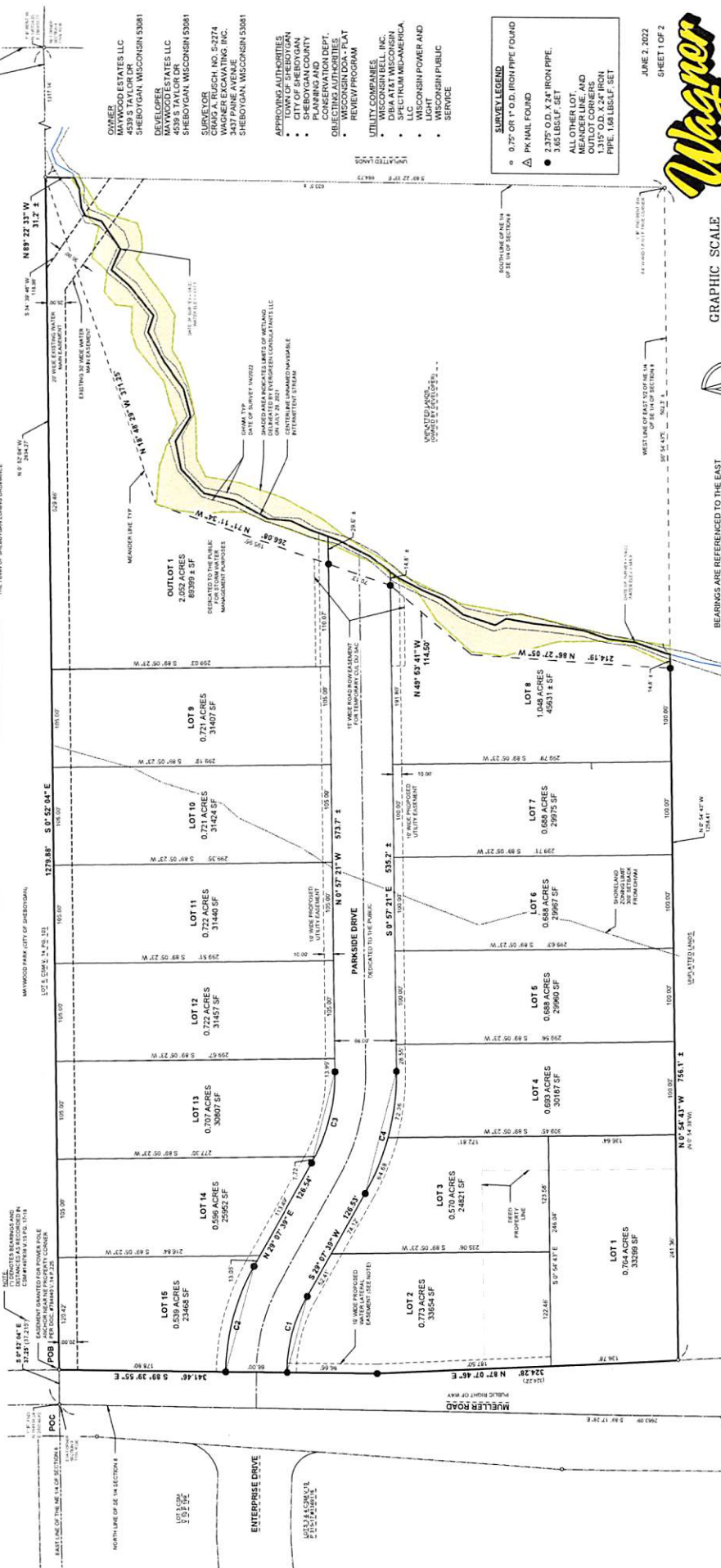
CURVE NUMBER	LOT	ARC LENGTH	RADIUS	CURVE TABLE			TANGENT DATA		
				CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	TANGENT IN	TANGENT OUT	TANGENT OUT AT 90°
C1	85.43	710	84.53	N 41° 42' 52.2" E	25.47	34°	N 67° 20' 05.1" E	N 22° 07' 39.2" E	N 22° 07' 39.2" E
C2	118.00	216	117.35	S 14° 43' 52.7" W	29.47	43°	N 50° 20' 06.1" E	N 50° 20' 06.1" E	N 50° 20' 06.1" E
C3	127.50	216	126.7	S 14° 43' 52.7" W	29.47	43°	N 50° 20' 06.1" E	N 50° 20' 06.1" E	N 50° 20' 06.1" E
C4	94.51	195	93.49	N 67° 20' 05.1" E	27.40	18°	N 62° 51' 35.4" E	N 62° 51' 35.4" E	N 62° 51' 35.4" E
C5	72.66	203	72.15	N 50° 20' 06.1" E	30.02	16°	N 46° 58' 31.0" E	N 46° 58' 31.0" E	N 46° 58' 31.0" E
C6	135.27	203	134.59	S 50° 20' 06.1" E	30.02	16°	N 53° 01' 24.0" E	N 53° 01' 24.0" E	N 53° 01' 24.0" E
C7	127.50	216	126.7	S 14° 43' 52.7" W	29.47	43°	N 50° 20' 06.1" E	N 50° 20' 06.1" E	N 50° 20' 06.1" E



PLAT LOCATION MAP

SECTION 8, T15N, R23E  
SHEBOYGAN COUNTY  
SCALE 1"=1500'

SCALE 1"=1500'



GRAPHIC SCALE

1 inch = 60 ft.

BEARINGS ARE REFERENCED TO THE EAST  
LINE OF THE SE 1/4 OF SECTION 8, T15N, R23E  
THAT BEARS S 0° 52' 04" E, BASED ON THE  
SHEBOYGAN COUNTY COORDINATE SYSTEM

*Item 24.*

JE SHEBOY  
(920) 458-9082

200

# MAYWOOD ESTATES

THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 THAT INCLUDES  
LOT 1 OF CSM #1497638, VOL. 15, PG 17-18  
SECTION 8, T15N, R23E,  
TOWN OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

CURRENT ZONING: R2 ONE AND TWO FAMILY RESIDENCE DISTRICT

TOTAL PLAT AREA: 812.593 ± SF (14.093 ± AC)

There are no objections to this plat with respect to the provisions of the Wisconsin Statutes, Chapter 236, Wisconsin Statutes, as provided by s. 236.12, Wis. Stat.

Certified \_\_\_\_\_ 20\_\_\_\_

Department of Administration

## OWNER'S CERTIFICATE

MAYWOOD ESTATES, LLC, A LIMITED LIABILITY COMPANY ONLY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER DO HEREBY CERTIFY THAT MAYWOOD ESTATES, LLC CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED AND PLATTED IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 236, WISCONSIN STATUTES, AND THAT THIS PLAT IS REQUIRED BY S. 236.12 OF THE WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

DEPARTMENT OF ADMINISTRATION, SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT, CITY OF SHEBOYGAN AND TOWN OF SHEBOYGAN

STATE OF WISCONSIN, COUNTY OF SHEBOYGAN

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

ROBERT R. WERNER, MANAGER

(NOTARY SEAL)  
PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022. THE PERSONAL KNOWLEDGE IS TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING CERTIFICATE AND MANIFESTED THE SAME.

PRINT NAME \_\_\_\_\_ NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

## TOWN TREASURER'S CERTIFICATE

IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE TOWN OF SHEBOYGAN TREASURER, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS PLAT.

JANIE HIBBELINK, TOWN TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

## COUNTY TREASURER'S CERTIFICATE

IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE SHEBOYGAN COUNTY TREASURER, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS PLAT.

LAURA HENNING-LORENZ, COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

## COUNTY PLANNING DEPARTMENT

REVIEWED AND APPROVED BY THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT

TYLER BETTY, DEPUTY DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF SHEBOYGAN COMMON COUNCIL RESOLUTION:  
RESOLVED, THAT THE PLAT OF MAYWOOD ESTATES IN THE TOWN OF SHEBOYGAN, MAYWOOD ESTATES, LLC, OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL.

RYAN SORENGEN, MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN.

MAURETH DEBRIUN, CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

TOWN BOARD RESOLUTION:  
RESOLVED, THAT THE PLAT OF MAYWOOD ESTATES, A SUBDIVISION IN THE TOWN OF SHEBOYGAN, MAYWOOD ESTATES, LLC, OWNER, IS HEREBY APPROVED BY THE TOWN BOARD.

DANIEL HEIN, CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF SHEBOYGAN AND THAT ALL CONDITIONS FOR APPROVAL HAVE BEEN MET.

PIGGY FISCHER, TOWN CLERK \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, CRAIG RUSCH, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF SHEBOYGAN COUNTY, I HAVE SURVEYED AND PLATTED THE LANDS DESCRIBED HEREIN, AND THAT THE PLAT CORRECTLY REPRESENTS ALL EXISTING BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED. THE PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEYED AND PLATTED. THE PLAT INCLUDES LOT 1 OF CSM #1497638, VOL. 15, PG 17-18, SECTION 8, T15N, R23E, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8;  
THENCE S 07° 52' 04"E ALONG THE EAST LINE OF THE SE 1/4 OF SAID SECTION 8, 37.25 FEET TO A POINT ON THE SOUTHERLY LINE OF MUELLER ROAD AND THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S 07° 52' 04"E ALONG SAID EAST LINE OF SE 1/4 OF SAID SECTION 8, 117.89 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 8;

THENCE N 89° 22' 33"W, 31.2 FEET MORE OR LESS TO THE CENTERLINE OF AN UNNAMED MANUSCRIPT INTERMITTENT STREAM;

THENCE NORTHWEST ALONG SAID STREAM CENTERLINE TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 8;

THENCE N 07° 54' 40"W (N 07° 54' 30"W) ALONG SAID WEST LINE, 796.1 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF MUELLER ROAD;

THENCE S 07° 52' 04"E ALONG SAID SOUTHERLY LINE OF MUELLER ROAD, 341.96 FEET TO THE POINT OF BEGINNING

CONTAINING 812.593 SQUARE FEET MORE OR LESS (14.093 ± ACRES) OF LAND

(6). THIS PLAT IS A CORRECT REPRESENTATION OF ALL OF THE EXISTING BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF IT.

(8). THE SURVEYOR HAS FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING, AND MAPPING THE LAND.

DATED THIS 2ND DAY OF JUNE, 2022

SIGNED: Craig Rusch  
CRAIG RUSCH, PROFESSIONAL SURVEYOR 5-2714

## WATER LATERAL EASEMENT PROVISION

THERE ARE HEREBY CONVEYED THE FOLLOWING WATER LATERAL EASEMENT AS PLAT CONTAINS AREA DESIGNATED AS "WATER LATERAL EASEMENT". NAMELY, THE RIGHT TO HAVE A WATER LATERAL STRUCTURE WITH THE RIGHT TO ENTER UPON THE LANDS OF THE ADJACENT OWNER, TO CONSTRUCT, MAINTAIN, REPAIR AND REPLACE THE WATER LATERAL STRUCTURE LOCATED IN THE WATER LATERAL EASEMENT AREA. THIS RIGHT IS GRANTED TO THE LOT OWNER OF LOT 1 AS SHOWN WITHIN THE PLAT. INCLUDING THE RIGHT TO HAVE A WATER LATERAL STRUCTURE LOCATED IN THE WATER LATERAL EASEMENT AREA. THE PURPOSE OF EXERCISING THE RIGHTS AND PRIVILEGES GRANTED WITH THIS PROVISION, THE LOT OWNER OF LOT 1 AGREES TO RESTORE OR CAUSE TO HAVE RESTORED TO THE CONDITION EXISTING PRIOR TO THE CONSTRUCTION OF THE WATER LATERAL STRUCTURE, BUILDINGS, STRUCTURES, OBSTRUCTIONS AND PLANTING OF TREES SHALL NOT BE PLACED WITHIN WATER LATERAL EASEMENT AREA. THIS PROVISION SHALL NOT BE APPLIED TO ANY RIGHTS OF OWNERSHIP POSSESSION OR USE OF THE WATER LATERAL EASEMENT AREA.

## UTILITY EASEMENT RESTRICTIONS

UTILITY EASEMENTS SET FORTH HEREIN ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THIS SUBDIVISION. ALL ELECTRIC DISTRIBUTION LINES, TELEPHONE LINES, TELEVISION CABLES AND GAS LINES SHALL BE LOCATED WITHIN THE WATER LATERAL EASEMENT AREA. THE EASEMENTS SHALL BE APPROPRIATE TO UNDERGROUND ELECTRIC AND COMMUNICATION SYSTEMS, SUCH AS BUT NOT LIMITED TO SUBSTATIONS, PAD MOUNTED TRANSFORMERS, POLES AND CROSS ARMS, AND SHALL BE LOCATED WITHIN THE WATER LATERAL EASEMENT AREA ABOVE GROUND LEVEL. SUCH FACILITIES SHALL BE LOCATED WITHIN THE EASEMENTS HEREIN SPECIFIED, AND GRADE LEVEL OF SUCH EASEMENTS AFTER THE EASEMENTS HEREIN SPECIFIED, AND GRADE LEVEL OF SUCH EASEMENTS THEN OR HEREIN SPECIFIED, SHALL BE MAINTAINED BY THE SURVEYOR. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE CONSENT OF THE UTILITY OR UTILITIES INVOLVED IN THE EASEMENT EXCEPT WITH WRITTEN VISION ALONG ANY LOT OR STREET LINE. THE UNAUTHORIZED DISTURBANCE OF A SURVEY MONUMENT IS A VIOLATION OF S. 238.32 OF WISCONSIN STATUTES.

OWNER  
MAYWOOD ESTATES, LLC  
SHEBOYGAN, WISCONSIN 53081

DEVELOPER  
MAYWOOD ESTATES, LLC  
4339 S TAYLOR DR  
SHEBOYGAN, WISCONSIN 53081

SURVEYOR  
CRAIG A. RUSCH, NO. 5-2714  
CRAIG RUSCH SURVEYING, INC.  
3437 PINE AVENUE  
SHEBOYGAN, WISCONSIN 53081

APPROVING AUTHORITIES  
TOWN OF SHEBOYGAN  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY  
PLANNING AND CONSERVATION  
COUNCIL  
OBJECTING AUTHORITIES  
WISCONSIN DCA - PLAT REVIEW PROGRAM  
UTILITY COMPANIES  
WISCONSIN BELL, INC.  
SPECTRUM MEDIA-AMERICA, LLC  
WISCONSIN POWER AND LIGHT  
WISCONSIN PUBLIC SERVICE

JUNE 2, 2022  
SHEET 2 OF 2



**Wagner**  
**EXCAVATING**  
3437 PINE AVENUE SHEBOYGAN, WI  
(920) 488-9002

Item 24.

**Maywood Estates LLC**  
4539 South Taylor Drive  
Sheboygan, Wisconsin 53081

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June 10, 2022

Mrs. Meredith DeBruin  
Clerk of City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**SUBJECT: Final Plat – Maywood Estates**

Dear Mrs. DeBruin,

As part of the proposed land development for the Maywood Estates subdivision in the Town of Sheboygan, we respectfully make application for extraterritorial review and approval of the final plat.

On March 15, 2022 the City Plan Commission approved the preliminary plat for Maywood Estates.

We appreciate the City's consideration of this final plat to allow for the planned development.

Sincerely,

*Robert Ross Werner*

**Vice-President – Maywood Estates LLC**

VIII

R. C. No. 38 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 25-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an appropriation in the 2022 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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



III

Res. No. 25 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
June 6, 2022.

A RESOLUTION to authorize establishing an appropriation in the 2022 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has been approved to receive a grant in the total amount of \$15,000 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in high visibility enforcement of bicycle and pedestrian violations.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council establish estimated revenue and appropriation for the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant for Police Department overtime and benefits:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Overtime	
10121100-434211	10121120-510111	\$15,000.00

FP

  
\_\_\_\_\_  
R. Filicky-Peneski

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

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

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

R. C. No. 31 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 20, 2022.

Your Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications, hereby reports as follows:

On May 18, 2022, your Committee, via the authority delegated to a staff task force to review such matters, recommended that the Common Council not renew the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

Pursuant to its right provided by state statute, One More Time, LLC requested a hearing to review the decision not to renew the license. Your committee held that hearing at its meeting on June 8, 2022.

At the time scheduled for the hearing, One More Time, LLC and its agent, Joseph P. Bonelli, appeared before the committee. The City appeared by City Attorney Charles Adams. The Committee was advised by special counsel, Joseph Voelkner of Olsen, Kloet, Gunderson & Conway.

After hearing from the parties, the committee found the following fact:

One More Time, LLC has violated municipal regulations adopted under Wis. Stat. § 125.10; to wit, § 10-46, Sheboygan Municipal Code, in that, as a retail licensee, One More Time, LLC suspended or ceased doing business for six consecutive months or more, beginning October 3, 2021, without good cause shown.

Based on these findings of facts, your committee recommends that, pursuant to Wis. Stat. § 125.12 (2)(b)3, the common council receive the findings of fact stated above and any written arguments in response presented by the licensee, and uphold the decision to deny renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

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

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

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

27

Item 26.

R. O. No. 14 - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting various license applications.

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

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3484	Jimmy Johns	506 S. 8 <sup>th</sup> Street

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Scenic Bar & Restaurant	1635 Indiana Avenue - Current Premise to include a 20 x 60 area of parking lot Southeast and Southwest corners to Northeast to Northwest corners for two day event 6/25/2022 - 6/26/2022.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi Inc Wisconsin (Aldi #94)	919 S. Taylor Drive
3245	Skogens Foodliner Inc. (Festival Foods)	595 S. Taylor Drive
2532	Fischer's Food & Liquor LLC (Fischer's Food & Liquor)	4554 S. 12 <sup>th</sup> Street
3381	Meijer Stores Limited Partnership (Meijer Store #305)	924 N. Taylor Drive
3132	Ultimate Mart LLC Owned by Roundy (Pick 'N Save #432)	1317 N. 25 <sup>th</sup> Street
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 <sup>th</sup> Street
3517	Union Asian Market LLC	2022 S. 17 <sup>th</sup> Street

LHP  
5-25-22  
see R.C. No. 18-22-23  
for contingencies  
#3333 Hold pending  
extension request  
#2301 Hold pending  
hearing for  
nonrenewal



(Union Asian Market)

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2984	Jai Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3476	Meharjot Investment LLC (Gill C-Store)	610 S. 14 <sup>th</sup> Street
3496	Goodside Grocery Food Co-Op (Goodside Grocery Food)	1131 N. 8 <sup>th</sup> Street
3382	Meijer Stores Limited Partnership (Meijer Gas Station #305)	902 N. Taylor Drive
3287	Sheboygan Minimart LLC (Sheboygan BP)	1030 S. 14 <sup>th</sup> Street

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	Wisconsin CVS Pharmacy, LLC (CVS Pharmacy #10549)	1108 N. 14 <sup>th</sup> Street
3526	Fast Fill Inc. (Fast Fill)	1508 S. 8 <sup>th</sup> Street
3192	Founder Three Management Company (Harbor Centre Marina)	821 Broughton Drive
3243	Harbor Petroleum LLC (Sheboygan Harbor Petro)	905 Indiana Avenue
3522	Speedup 7 LLC (Speedup 7)	1006 Geele Avenue
3523	Speedup 9, LLC (Speedup 9)	1230 N. Taylor Drive
3525	Speedup 11, LLC (Speedup 11)	1211 Weeden Creek Road
2710	Vish LLC (The Pig Stop)	2917 N. 15 <sup>th</sup> Street
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 <sup>th</sup> Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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3478 Bar 9 LLC 1034 Michigan Avenue  
(Bar 9)  
3540 North Shore Property Management, Inc. 510 S. Pier Drive  
(North Shore Nook)

"CLASS B" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3389	Al & Al's Inc. (Al & Al's)	1502 S. 12 <sup>th</sup> Street
3461	HCM Hospitality LLC (Bar 43 At Harbor Center Marina)	821 Broughton Drive
3254	Bookworm Gardens Inc (Bookworm Gardends)	1415 Campus Drive
2762	Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
1040	Tankard Inc. (Brennans on Michigan)	1101 Michigan Avenue
3146	Bump's Grill Tavern LLC (Bump's Grill Tavern)	1902 S. 12 <sup>th</sup> Street
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue
3536	Denny's Bar LLC (Denny's Bar)	2140 Calumet Drive
3515	Sack Realty LLC (Dog House)	2123 N. 15 <sup>th</sup> Street
2373	Maltscoop Corp (The Duke Of Devon)	739 Riverfront Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 <sup>th</sup> Street
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3136	Sack Realty LLC (Franks Place)	3023 N. 15 <sup>th</sup> Street
1799	James T Passmore (George Michaels)	513 N. 8 <sup>th</sup> Street
3117	Harbor Lights Two LLC (Harbor Lights)	434 Pennsylvania Avenue
2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
2849	Hops Haven, LLC (Hops Haven)	1327 N. 14 <sup>th</sup> Street
1926	Trattoria Stefano Inc. (Il Ritrovo)	515 S. 8 <sup>th</sup> Street
2726	John Michael Kohler Arts Center (John Michael Kohler Arts)	608 New York Avenue

3434 John Michael Kohler Arts Center (John Michael Kohler Art Preserve)	3636 Lower Falls Road
3333 Kohler Company (Kohler Co.)	Golf Course
1199 Playdium Lanes of Sheboygan, Inc. (Lakeshore Lanes)	2519 S. Business Drive
3271 Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 <sup>th</sup> Street
3448 Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
1795 Luigis Italian Restaurant (Luigis Italian Restaurant)	2910 Kohler Memorial Drive
1226 Judith A Meyer (Meyers Lakeview Pub)	550 Wilson Avenue
3475 Jncortez LLC (Mi Ranchito)	1235 Indiana Avenue
2301 One More Time, LLC (MOJO)	1235 Pennsylvania Avenue
3487 New Jersey East Properties LLC (My Place Bar and Grill)	1515 New Jersey Avenue
3435 Nine O Two LLC (Nine-O-Two)	902 Indiana Avenue
1699 Erin M Hutton (On The House)	1153 High Avenue
3217 Viand Hospitality LLC (Parker Johns BBQ & Pizza)	705 Riverfront Drive
2563 DTG LLC (Penn Ave Pub)	827 Pennsylvania Avenue
1267 Richard C Lambrecht (Poor Richards)	1105 Geele Avenue
3001 Ranieri, LLC (Ranieri's Four of a Kind)	811 Indiana Avenue
1303 Richard W Rupp, Inc. (Rupps Downtown)	925 N. 8 <sup>th</sup> Street
3404 Sheboygan Scenic Bar LLC (Scenic Bar)	1635 Indiana Avenue
3504 Screammers II LLC (Screammers)	2201 N. 15 <sup>th</sup> Street
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 <sup>th</sup> Street
3325 Power Pubs, LLC (Sheboygan Biergarten)	511 Kiwanis Park Drive
1337 Sheboygan Elks Lodge #299 (Sheboygan Elks Lodge #299)	1943 Erie Avenue
1286 Riverside Boat Club Inc. (CLUB) (Sheboygan Riverside Boat Club)	1228A Wisconsin Avenue
1353 Sheboygan Yacht Club Inc.	214 Pennsylvania Avenue

(Sheboygan Yacht Club)	
3479 Stefano's Slo Food Market LLC (Stefano's Slo Food Market)	731 Pennsylvania Avenue
3162 K & M Solutions, LLC (Sundance Saloon)	1509 S. 12 <sup>th</sup> Street
3186 Lehmann LLC (Suscha's Bar)	1054 Pennsylvania Avenue
2020 Terry A Lawrence (Terrys)	1028 Lincoln Avenue
2193 The Kaddyshack LLC (The Kaddyshack)	1502 S. 13 <sup>th</sup> Street
1892 1909 Union Avenue, Inc. (The Northwestern House)	1909 Union Avenue
2921 The Walkabout LLC (The Walkabout)	2401 Calumet Drive
1411 Tommys Inc. (Tommys Bar)	2335 N. 15 <sup>th</sup> Street
1412 Trattoria Stefano Inc. (Trattoria Stefano)	522 S. 8 <sup>th</sup> Street
3307 Umi Sushi & Steak House Inc. (Umi Sushi & Steak House)	519 N. 8 <sup>th</sup> Street
3373 Union Tap Bar LLC (Union Tap Bar)	1401 Union Avenue
3119 Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8 <sup>th</sup> Street
2100 Final Quest LLC (Whats Up)	1635 Michigan Avenue
3250 Final Quest LLC (Work Zone Bar and Grill)	4604 S. Business Drive
3538 Jai Marketing LLC (Work Zone Bar and Grill)	4604 S. Business Drive

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
1328	Sheboygan Athletic Club (Sheboygan Athletic Club)	2338 New Jersey Avenue

CLASS "B" BEER LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue



"CLASS C" LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
3018	Tina Nguyen (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue
3358	Athanasios Inc. (The Greek Corner)	1402 S. 8 <sup>th</sup> Street

"CLASS C" LICENSE (June 30, 2023) (RENEW)

3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
3018	Tina Nguyen (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue
3358	Athanasios Inc. (The Greek Corner)	1402 S. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3387	Sheboygan Vapor	3116 S. Business Drive





502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4611

(920) 980-8241  
e-mail: peter@wisclawyer.com  
Firm web site: wisclawyer.com

June 17, 2022

VIA HAND-DELIVERY

City of Sheboygan  
c/o Meredith DeBruin,  
City of Sheboygan City Clerk  
828 Center Avenue  
Sheboygan, WI 53081

City Attorneys Office  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081  
Attn. Kathryn Hoffman

Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;  
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Madam Clerk and Ms. Hoffman:

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

First, the letter from your office directing Bonelli to appear on August 20, 2022, for purposes of his appeal was read by him exactly as you stated. Specifically, that the review of the Hearing and the License would take place on August 20, 2022. Therefore, we strenuously object at this late date to a change in the time of the appeal by the City Common Council. We find this conduct reprehensible by your office. Furthermore, it is impossible at this late date to provide the materials to the Common Council for proper review.

Second, we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats., and a delivery of that transcript within a prudently reasonable number of days prior to the City Common Council appeal meeting to allow for proper review and preparation in advance of the appeal. It is meaningless for the Committee to deliver a copy of the transcript after the appeal is heard by the Common Council.



Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This letter is being hand-delivered to follow on an e-mail sent the day prior due to the urgency of the matter. Please advise me at your earliest convenience of your intentions with respect to this matter.

Sincerely yours,

Peter R. Mayer

PRM/s

pc. Mayor Ryan Sorenson  
City Licensing Clerk  
City Administrator Todd Wolf  
City Attorney Charles Adams  
Joseph Voelkner, Esq.  
Joseph P. Bonelli



JAMES O. CONWAY  
JOSEPH J. VOELKNER  
CORRADO CIRILLO  
JOSHUA D. McKINLEY  
ALVIN R. KLOET (of counsel)  
JOHN N. GUNDERSON (of counsel)

OLSEN, KLOET,  
GUNDERSON &  
CONWAY

602 NORTH 6TH STREET  
SHEBOYGAN, WI 53081-4695

ATTORNEYS AT LAW

June 20, 2022

**VIA EMAIL**

City of Sheboygan  
c/o Meredith DeBruin, City Clerk  
828 Center Avenue  
Sheboygan, WI 53081

Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;  
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Council Members:

I write this in advance of the Common Council meeting of June 20, 2022, scheduled for 6:00 p.m. I am unable to attend based on a prior engagement. We are in receipt of Attorney Peter R. Mayer's correspondence submitted on behalf of One More Time, LLC and Joseph P. Bonelli dated June 17, 2022.

At the outset, we are not aware of any discernable conflict in our continuing representation in this matter. My office, nor Mr. McKinley, are engaged in any current representation of any transaction parties involving One More Time, LLC and have not circulated any draft documents, memorandums, or actually discussed any material terms with any party.

With respect to the first request, no additional materials are to be provided by One More Time, LLC and/or Joseph P. Bonelli at tonight's hearing. The time to present any materials was June 8, 2022. The parties were directed to present evidence at the June 8, 2022 quasi-judicial hearing, at which time such evidence was submitted and the record subsequently closed. At its discretion, and pursuant to Section 125.12(2)(b)3, Wis. Stats., the council may allow One More Time, LLC and/or Mr. Bonelli to present arguments to the council either orally or in writing.

Secondly, if Mr. Mayer requests a transcript of any proceedings, he may obtain same by virtue of a Petition for a Writ of Certiorari (Judicial Review), which necessarily includes an Order from the Circuit Court to provide the entirety of the existing record, including any and all transcripts. Section 125.12(2)(b)2, Wis. Stats., does allow Mr. Mayer an opportunity to obtain a written transcript of proceedings held on June 8, 2022, and he may obtain same at his client's own expense. I would recommend the video link of proceedings for Mr. Mayer for his review should he request it.

Third, I do not find the report prepared by the Committee to be "incomplete". The evidence presented by One More Time, LLC and/or Mr. Bonelli was considered by the Committee and evidence presented by Mr. Adams at the quasi-judicial hearing was also considered. While Mr. Mayer may not agree with the findings of the Committee, that may be an issue he wishes to pursue in judicial review under Section 125.12(2)(d), Wis. Stats.

June 20, 2022  
Page #2

Lastly, the requested de novo review is not appropriate. Despite One More Time, LLC's and Mr. Bonelli's assertions, One More Time, LLC and Mr. Bonelli were provided with due process of law, had an opportunity to present their materials in evidence, and were not denied any due process rights whatsoever.

If members of the Council may have any questions, I am available for discussion tomorrow and will be glad to respond to any specific inquiries.

Very truly yours,

OLSEN, KLOET, GUNDERSON & CONWAY

*Electronically signed by Joseph J. Voelkner*

Joseph J. Voelkner

JJV/kmm

cc: Mayor Ryan Sorenson  
City Administrator Todd Wolf  
City Attorney Charles Adams  
Attorney Peter R. Mayer

R. C. No. 33 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 20, 2022.

Your Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.

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

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

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

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

Res. No. 24 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
June 6, 2022.

A RESOLUTION adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees.

WHEREAS, on April 7, 2021, the Common Council adopted Res. No. 190-20-21 authorizing entering into a Professional Services Agreement with Carlson-Dettman Consulting for an assessment of the City's classification and compensation of its employees; and

WHEREAS, Carlson-Dettman engaged in a lengthy analysis of job descriptions within the city, including the use of individual Job Description Questionnaires filled out by each employee and reviewed by the supervisors, which was designed to document, analyze, and validate job information for the various jobs and then quantitatively evaluate the job content of those jobs using a "Point Factor Job Evaluation System," an overview of which system was provided to the Finance and Personnel committee at its May 23, 2022 meeting; and

WHEREAS, the results of the job evaluation system were used as part of a base salary market study that determined an appropriate set of benchmark positions for each job category, considering both public and private sector data for like job categories; and

WHEREAS, the benchmark positions were reviewed against actual current numbers with an eye toward remaining competitive in a changing labor market and retaining employees and setting a control point for average pay; and

WHEREAS, that review resulted in the creation of an annual step process whereby new employees would be paid at 90% of the control point, employees would be expected to reach the control point by their fifth year, and steps after the fifth year would increase 1.25% per year up to a maximum of 115% of the control point; and

WHEREAS, a separate budget transfer resolution will be needed to effectuate the classifications and steps, meaning that actual implementation of the changes provided will be effective only after passage of said budget transfer.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the updated wage classifications and steps, a copy of which is attached hereto and incorporated herein, as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees.

BE IT FURTHER RESOLVED: That the Common Council directs the Finance Director to work with the appropriate City staff to create a budget transfer



resolution to be presented to Council for approval so as to effectuate the implementation of the classifications and steps.

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

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

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

CITY OF SHEBOYGAN				July 2022				Control Point													Item 27.	
GRADE	CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	90.00% Min	92.50% Step 2	95.00% Step 3	97.50% Step 4	100.00% C/P	101.25% Step 6	102.50% Step 7	103.75% Step 8	105.00% Step 9	106.25% Step 10	107.50% Step 11	108.75% Step 12	110.00% Step 13	111.25% Step 14	112.50% Step 15	113.75% Step 16	115.00% Max.	
24	City Administrator	CITY ADMINISTRATOR			\$68.29	\$70.19	\$72.09	\$73.98	\$75.88	\$76.83	\$77.78	\$78.73	\$79.67	\$80.62	\$81.57	\$82.52	\$83.47	\$84.42	\$85.37	\$86.31	\$87.26	
23					\$63.51	\$65.28	\$67.04	\$68.81	\$70.57	\$71.45	\$72.33	\$73.22	\$74.10	\$74.98	\$75.86	\$76.74	\$77.63	\$78.51	\$79.39	\$80.27	\$81.16	
22	Fire Chief Chief Of Police	FIRE DEPARTMENT POLICE DEPARTMENT			\$59.06	\$60.70	\$62.34	\$63.98	\$65.62	\$66.44	\$67.26	\$68.08	\$68.90	\$69.72	\$70.54	\$71.36	\$72.18	\$73.00	\$73.82	\$74.64	\$75.46	
21	Dir Of Planning and Development Dir Public Works Finance Director Treasurer Director of Human Resources & Labor Relations Director of Information Technology	CITY DEVELOPMENT DPW - MSB FINANCE HUMAN RESOURCES INFORMATION TECHNOLOGY	MSB ADMIN		\$54.93	\$56.45	\$57.98	\$59.50	\$61.03	\$61.79	\$62.56	\$63.32	\$64.08	\$64.84	\$65.61	\$66.37	\$67.13	\$67.90	\$68.66	\$69.42	\$70.18	
20	City Engineer Assistant Fire Chief Library Director	ENGINEERING FIRE DEPARTMENT MEAD LIBRARY			\$51.09	\$52.51	\$53.93	\$55.35	\$56.77	\$57.48	\$58.19	\$58.90	\$59.61	\$60.32	\$61.03	\$61.74	\$62.45	\$63.16	\$63.87	\$64.58	\$65.29	
19	Director of Parking and Transit	SHEBOYGAN TRANSIT	TRANSIT		\$47.52	\$48.84	\$50.16	\$51.48	\$52.80	\$53.46	\$54.12	\$54.78	\$55.44	\$56.10	\$56.76	\$57.42	\$58.08	\$58.74	\$59.40	\$60.06	\$60.72	
18	Assistant City Attorney Facilities/Traf Support Parks/Forest Superintendent Superintendent Streets & Sanitation Battalion Chief Battalion Chief Inspection WW Treatment Plant Superintendent	ATTORNEY DPW - MSB DPW - MSB DPW - MSB FIRE DEPARTMENT FIRE DEPARTMENT WASTEWATER	CITY ATTORNEY FACILITIES & TRAFFIC PARK DEPARTMENT STREETS & SANITATION	Facilities Superintendent	\$44.19	\$45.42	\$46.65	\$47.87	\$49.10	\$49.71	\$50.33	\$50.94	\$51.56	\$52.17	\$52.78	\$53.40	\$54.01	\$54.62	\$55.24	\$55.85	\$56.47	
17					\$41.08	\$42.22	\$43.36	\$44.50	\$45.64	\$46.21	\$46.78	\$47.35	\$47.92	\$48.49	\$49.06	\$49.63	\$50.20	\$50.77	\$51.35	\$51.92	\$52.49	
16	Asst City Attorney PT Civil Engineer& Project Manager Environmental Engineer Deputy Finance Director Network Administrator Public Services Manager	ATTORNEY ENGINEERING ENGINEERING FINANCE INFORMATION TECHNOLOGY MEAD LIBRARY	CITY ATTORNEY		\$38.18	\$39.24	\$40.30	\$41.36	\$42.42	\$42.95	\$43.48	\$44.01	\$44.54	\$45.07	\$45.60	\$46.13	\$46.66	\$47.19	\$47.72	\$48.25	\$48.78	
15	Planning and Zoning Manager Equip Serv Supr Business Manager Streets & Sanitation Supervisor Systems Analyst Technical Services Manager Communications & Electronics Technician Dir Of Senior Services Industrial WW Supervisor	CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB INFORMATION TECHNOLOGY MEAD LIBRARY POLICE DEPARTMENT SENIOR CENTER WASTEWATER	MOTOR VEHICLE MSB ADMIN STREETS & SANITATION     SENIOR ACTIVITY CENTER	Pre-Treatment Supervisor	\$35.50	\$36.48	\$37.47	\$38.45	\$39.44	\$39.93	\$40.43	\$40.92	\$41.41	\$41.91	\$42.40	\$42.89	\$43.38	\$43.88	\$44.37	\$44.86	\$45.36	
14	Building Inspector Electrical Inspector Plumbing Inspection TV Program Director Assist To City Admin Community Development Planner Maintenance Worker V - Elec Lighting Maintenance Worker V - Elect Signals City Forester Asst Eng/Surveyor Senior Eng Technician Admin Services Manager	BUILDING INSPECTION BUILDING INSPECTION BUILDING INSPECTION CABLE TV - WSCS CITY ADMINISTRATOR CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB ENGINEERING ENGINEERING MEAD LIBRARY	CABLE TV-LOCAL PROGRAMMII     FACILITIES & TRAFFIC FACILITIES & TRAFFIC PARK DEPARTMENT	Management Analyst     Journeyman Electrican Journeyman Electrican	\$33.00	\$33.92	\$34.84	\$35.75	\$36.67	\$37.13	\$37.59	\$38.05	\$38.50	\$38.96	\$39.42	\$39.88	\$40.34	\$40.80	\$41.25	\$41.71	\$42.17	
14	Administrative Assistant Crime Analyst Operations Supervisor	POLICE DEPARTMENT POLICE DEPARTMENT SHEBOYGAN TRANSIT		Office Manager	\$33.00	\$33.92	\$34.84	\$35.75	\$36.67	\$37.13	\$37.59	\$38.05	\$38.50	\$38.96	\$39.42	\$39.88	\$40.34	\$40.80	\$41.25	\$41.71	\$42.17	

13	Maintenance Worker IV - Maintenance Accountant II Human Resources Generalist IT Specialist Process Systems/OPCO WW Elctro-Mechanic Technician	DPW - MSB FINANCE HUMAN RESOURCES MEAD LIBRARY WASTEWATER WASTEWATER	FACILITIES & TRAFFIC	Maintenance Technician Financial Reporting Analyst	\$30.66	\$31.51	\$32.37	\$33.22	\$34.07	\$34.50	\$34.92	\$35.35	\$35.77	\$36.20	\$36.63	\$37.05	\$37.48	\$37.90	\$38.33	\$38.75	Item 27.	
12	Master Cert Truck Mechanic Maintenance Worker IV - Lead Park Engineering Technician Accountant III Payroll Administrator Librarian Public Safety Specialist Lab Technician	DPW - MSB DPW - MSB DPW - MSB FINANCE FINANCE MEAD LIBRARY MEAD LIBRARY WASTEWATER	MOTOR VEHICLE PARK DEPARTMENT STREETS & SANITATION	Master Mechanic Foreman - Parks  Grant Coordinator Senior Payroll Specialist	\$28.49	\$29.29	\$30.08	\$30.87	\$31.66	\$32.06	\$32.45	\$32.85	\$33.24	\$33.64	\$34.03	\$34.43	\$34.83	\$35.22	\$35.62	\$36.01	\$36.41	
11	Legal Assistant Grant Coordinator Certified Truck Mechanic Maintenance Worker IV - Lead Sanitation Maintenance Worker IV - Streets GIS Project Specialist Accountant I Accountant I Accounting Administrative Assistant PC Technician Communications Specialist & Admin Asst Communications Specialist Maintenance Supervisor Fleet Mechanic Safety, Education And Training Supervisor Plant Maintenance Mechanic WW Operator II	ATTORNEY CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB ENGINEERING FINANCE FINANCE FINANCE INFORMATION TECHNOLOGY MAYOR MEAD LIBRARY MEAD LIBRARY POLICE DEPARTMENT SHEBOYGAN TRANSIT WASTEWATER WASTEWATER	CITY ATTORNEY  MOTOR VEHICLE STREETS & SANITATION STREETS & SANITATION       TRANSIT	Mechanic Foreman - Streets Foreman Sewer  Accounts Payable Associate Accounts Recievable Associate Accounting Associate Technical Support Analyst  Maintenance Coordinator Mechanic Safety & Training Coordinator  WW Operator	\$26.48	\$27.21	\$27.95	\$28.68	\$29.42	\$29.79	\$30.16	\$30.52	\$30.89	\$31.26	\$31.63	\$31.99	\$32.36	\$32.73	\$33.10	\$33.47	\$33.83	
10	Bldg Inspection Specialist Deputy City Clerk Maintenance Worker IV - Lead Sign Shop Maintenance Worker III - Arborist Maintenance Worker III - Parks Maintenance Worker III-Tree Trimmer Maintenance Worker IV - Craftsman Maintenance Worker IV - Lead Trees Maintenance Worker III - Recycling Maintenance Worker III - Sanitation Maintenance Worker III - Sewer Maint Maintenance Worker III - Streets Maintenance Worker IV - Streets Engineering Technician Municipal Court Clerk Digital Evidence Manager Property Officer	BUILDING INSPECTION CLERK DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB ENGINEERING MUNICIPAL COURT POLICE DEPARTMENT POLICE DEPARTMENT	CITY CLERK FACILITIES & TRAFFIC PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION ENGINEERING	Arborist Equipment Operator Equipment Operator Heavy Equipment Operator Heavy Equipment Operator Equipment Operator Equipment Operator Equipment Operator Equipment Operator Heavy Equipment Operator	\$24.62	\$25.31	\$25.99	\$26.68	\$27.36	\$27.70	\$28.04	\$28.39	\$28.73	\$29.07	\$29.41	\$29.75	\$30.10	\$30.44	\$30.78	\$31.12	\$31.46	
9	Program Assistant Maintenance Worker III - Cemetery Maintenance Worker II - Sign Shop Maintenance Worker II - Sign Shop Maintenance Worker III - Maint Cftmn Service Mechanic II Truck Mechanic Maintenance Worker II - Parks	BUILDING INSPECTION DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB	CEMETERY FACILITIES & TRAFFIC FACILITIES & TRAFFIC FACILITIES & TRAFFIC MOTOR VEHICLE MOTOR VEHICLE PARK DEPARTMENT	Cemetery Worker Maintenance Worker Maintenance Worker Maintenance Worker Service Mechanic Service Mechanic Parks Maintenance Worker	\$22.91	\$23.54	\$24.18	\$24.81	\$25.45	\$25.77	\$26.09	\$26.40	\$26.72	\$27.04	\$27.36	\$27.68	\$28.00	\$28.31	\$28.63	\$28.95	\$29.27	
9	Maintenance Worker I - Streets Maintenance Worker II - Sewer Maint Maintenance Worker II - Street Sweep Maintenance Worker II - Streets Admin Coordinator	DPW - MSB DPW - MSB DPW - MSB DPW - MSB FIRE DEPARTMENT	STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION STREETS & SANITATION	Maintenance Worker Maintenance Worker Maintenance Worker Maintenance Worker	\$22.91	\$23.54	\$24.18	\$24.81	\$25.45	\$25.77	\$26.09	\$26.40	\$26.72	\$27.04	\$27.36	\$27.68	\$28.00	\$28.31	\$28.63	\$28.95	\$29.27	

	Lead Maintenance Worker Communications Coordinator Program And Wellness Coordinator Admin Coordinator	PARKING SENIOR CENTER SENIOR CENTER SHEBOYGAN TRANSIT	PARKING UTILITY SENIOR ACTIVITY CENTER SENIOR ACTIVITY CENTER TRANSIT																		Item 27.
8	Permit Clerk Council and License Clerk Elections Clerk PT Human Resources Administrative Assistant Admin Assistant Community Service Officer Court Services Secretary Court Services Specialist Dept. Secretary-Admin Dept. Secretary-CID Time Agency Coordinator Disability/ADA Coordinator Transit Coordinator II	BUILDING INSPECTION CLERK CLERK HUMAN RESOURCES MEAD LIBRARY POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT SHEBOYGAN TRANSIT SHEBOYGAN TRANSIT	CITY CLERK CITY CLERK       TRANSIT TRANSIT		\$21.30	\$21.89	\$22.49	\$23.08	\$23.67	\$23.97	\$24.26	\$24.56	\$24.85	\$25.15	\$25.45	\$25.74	\$26.04	\$26.33	\$26.63	\$26.92	\$27.22
7	Building Inspection Licensing Clerk TV Production Technician Maintenance Worker II - Custodian II Admin Coordinator Clerk II Admin Assistant PT Library Assistant Maintenance Technician PT Library Assistant Assistant Municipal Court Clerk Maintenance and Grounds Worker Records Clerk PT Records Specialist Clerk	BUILDING INSPECTION CABLE TV - WSCS DPW - MSB DPW - MSB DPW - MSB FIRE DEPARTMENT MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY MUNICIPAL COURT PARKING POLICE DEPARTMENT POLICE DEPARTMENT	CABLE TV-LOCAL PROGRAMMII FACILITIES & TRAFFIC MSB ADMIN MSB ADMIN       PARKING UTILITY		\$19.80	\$20.35	\$20.90	\$21.45	\$22.00	\$22.28	\$22.55	\$22.83	\$23.10	\$23.38	\$23.65	\$23.93	\$24.20	\$24.48	\$24.75	\$25.03	\$25.30
6	Code Enforcement Officer Maintenance Worker I - Custodian I Cataloger Transit Coordinator III	BUILDING INSPECTION DPW - MSB MEAD LIBRARY SHEBOYGAN TRANSIT	FACILITIES & TRAFFIC  Custodian I  TRANSIT		\$18.40	\$18.91	\$19.42	\$19.93	\$20.44	\$20.70	\$20.95	\$21.21	\$21.46	\$21.72	\$21.97	\$22.23	\$22.48	\$22.74	\$23.00	\$23.25	\$23.51
5					\$17.11	\$17.58	\$18.06	\$18.53	\$19.01	\$19.25	\$19.49	\$19.72	\$19.96	\$20.20	\$20.44	\$20.67	\$20.91	\$21.15	\$21.39	\$21.62	\$21.86
4					\$15.90	\$16.34	\$16.79	\$17.23	\$17.67	\$17.89	\$18.11	\$18.33	\$18.55	\$18.77	\$19.00	\$19.22	\$19.44	\$19.66	\$19.88	\$20.10	\$20.32
3	Seasonal DPW	DPW - MSB			\$14.78	\$15.19	\$15.60	\$16.01	\$16.42	\$16.63	\$16.83	\$17.04	\$17.24	\$17.45	\$17.65	\$17.86	\$18.06	\$18.27	\$18.47	\$18.68	\$18.88
2	Cleaner Crossing Guard	MEAD LIBRARY POLICE DEPARTMENT			\$13.73	\$14.12	\$14.50	\$14.88	\$15.26	\$15.45	\$15.64	\$15.83	\$16.02	\$16.21	\$16.40	\$16.60	\$16.79	\$16.98	\$17.17	\$17.36	\$17.55
1	Page	MEAD LIBRARY			\$12.71	\$13.06	\$13.41	\$13.77	\$14.12	\$14.30	\$14.47	\$14.65	\$14.83	\$15.00	\$15.18	\$15.36	\$15.53	\$15.71	\$15.89	\$16.06	\$16.24



**DeBruin, Meredith**

**From:** Krueger, Kaitlyn  
**Sent:** Thursday, June 16, 2022 12:06 PM  
**Subject:** Proposed Compensation Study Information  
**Attachments:** Sheboygan DRAFT Wage Schedule with Current Control Points.pdf

Good Afternoon –

The draft wage scale for non-represented employees is up for consideration at the June 20th Common Council meeting. During the review process, several concerns were brought up, so I would like to provide the additional information that was requested.

The attached document shows comparison data related to the current pay scale being used and the proposed scale for each position.

Here are some points that can be helpful for interpreting the information:

- Current pay scale wages are highlighted in yellow
- Proposed pay scale wages are highlighted in orange
- The Control Point Comparison column provide the percentage change between current and proposed wage control points on each scale
- The Maximum Wage Comparison column provide the percentage change between current and proposed maximum wages on each scale
- Comparison Figures:

Color Key:	Control Point Comparison # of Positions	Maximum Wage Comparison # of Positions
Dark Green (Above 5% increase)	75	89
Light Green (0-5% increase)	27	28
Light Red (0-5% decrease)	23	17
Dark Red (Above 5% decrease)	22	13

- As reflected in the above table, there are some positions that will see higher earning potential despite the control point being lower on the proposed pay scale. For example, a Certified Truck Mechanic (Grade 11) would see a 0.1% decrease in the proposed control point. However, the maximum wage sees an increase of 7.9% allowing for higher wage growth potential in the future.
- The current proposal would not reduce any employee's existing wage. They will be held at their current rate until the scale catches up to them.

There were also questions about the appeals process and payroll implementation with the small amount of available HR resources. The appeals process will be handled mostly by the consultant, Carlson-Dettmann, but will also receive support from HR consultant, Michelle Stokes. In regards to payroll, I am happy to say that the City has an amazing Finance Department team that is willing and ready to step up to make sure that, if approved, the system will be updated accordingly. The City has an incredible Payroll Specialist, Sandy Halvorsen, who has also stepped up way beyond the call of her job to make sure that employees are being supported while the HR Department is going through its current transition. She has been with the City for 15 years and is able to be a resource and leader to the rest of the Finance team for implementation. Though it will not be an insignificant amount of work, we are ready to do what it takes to get this done.

To provide some guidance on the implementation timeline, here are some key dates. If it is Council's desire to adopt a wage scale or make any wage adjustment with an effective date of July 10<sup>th</sup>, Council approval would be needed by July

18<sup>th</sup>. This timing would allow the Finance Team the necessary time to get the information into Munis for the check of August 5<sup>th</sup>. Item 27.

Please feel free to reach out to me any time ahead of Monday's meeting if you would like to discuss or have any questions.

Hope you all have a wonderful day!

Kaitlyn Krueger  
Finance Director/Treasurer  
City of Sheboygan  
(920) 459-3304  
[Kaitlyn.Krueger@sheboyganwi.gov](mailto:Kaitlyn.Krueger@sheboyganwi.gov)  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)



						Control Point Comparison			Maximum Wage Comparison		
GRADE	CITY OF SHEBOYGAN CURRENT JOB TITLE	JULY 2022 DEPARTMENT	DRAFT DIVISION	RECOMMENDED JOB TITLE	CURRENT PAY SCALE	CURRENT	PROPOSED	PERCENT CHANGE	CURRENT	PROPOSED	PERCENT CHANGE
						CONTROL POINT	CONTROL POINT		MAX AMOUNT	MAX AMOUNT	
24	City Administrator	CITY ADMINISTRATOR			Z	\$66.80	\$75.88	13.6%	\$76.83	\$87.26	13.6%
23							\$70.57			\$81.16	
22	Fire Chief	FIRE DEPARTMENT			Y	\$60.94	\$65.62	7.7%	\$70.08	\$75.46	7.7%
	Chief Of Police	POLICE DEPARTMENT			Y	\$60.94		7.7%	\$70.08		7.7%
21	Dir Of Planning and Development	CITY DEVELOPMENT			V	\$56.60	\$61.03	7.8%	\$65.09	\$70.18	7.8%
	Dir Public Works	DPW - MSB	MSB ADMIN		Y	\$60.94		0.1%	\$70.08		0.1%
	Finance Director Treasurer	FINANCE			V	\$56.60		7.8%	\$65.09		7.8%
	Director of Human Resources & Labor Relations	HUMAN RESOURCES			V	\$56.60		7.8%	\$65.09		7.8%
	Director of Information Technology	INFORMATION TECHNOLOGY			V	\$56.60		7.8%	\$65.09		7.8%
20	City Engineer	ENGINEERING			U	\$49.20	\$56.77	15.4%	\$56.57	\$65.29	15.4%
	Assistant Fire Chief	FIRE DEPARTMENT			V	\$56.60		0.3%	\$65.09		0.3%
	Library Director	MEAD LIBRARY			V	\$56.60		0.3%	\$65.09		0.3%
19	Director of Parking and Transit	SHEBOYGAN TRANSIT	TRANSIT		U	\$49.20	\$52.80	7.3%	\$56.57	\$60.72	7.3%
18	Assistant City Attorney	ATTORNEY	CITY ATTORNEY		N	\$38.72	\$49.10	26.8%	\$44.53	\$56.47	26.8%
	Facilities/Traf Support	DPW - MSB	FACILITIES & TRAFFIC	Facilities Superintendent	T	\$46.60		5.4%	\$53.59		5.4%
	Parks/Forest Superintendent	DPW - MSB	PARK DEPARTMENT		T	\$46.60		5.4%	\$53.59		5.4%
	Superintendent Streets & Sanitation	DPW - MSB	STREETS & SANITATION		T	\$46.60		5.4%	\$53.59		5.4%
	Battalion Chief	FIRE DEPARTMENT			U	\$49.20		-0.2%	\$56.57		-0.2%
	Battalion Chief Inspection	FIRE DEPARTMENT			U	\$49.20		-0.2%	\$56.57		-0.2%
	WW Treatment Plant Superintendent	WASTEWATER			T	\$46.60		5.4%	\$53.59		5.4%
17							\$45.64			\$52.49	
16	Asst City Attorney PT	ATTORNEY	CITY ATTORNEY		K	\$33.27	\$42.42	27.5%	\$38.27	\$48.78	27.5%
	Civil Engineer & Project Manager	ENGINEERING			T	\$46.60		-9.0%	\$53.59		-9.0%
	Environmental Engineer	ENGINEERING			S	\$41.74		1.6%	\$48.00		1.6%
	Deputy Finance Director	FINANCE			S	\$41.74		1.6%	\$48.00		1.6%
	Network Administrator	INFORMATION TECHNOLOGY			N	\$38.72		9.6%	\$44.53		9.5%
	Public Services Manager	MEAD LIBRARY			S	\$41.74		1.6%	\$48.00		1.6%
15	Planning and Zoning Manager	CITY DEVELOPMENT			S	\$41.74	\$39.44	-5.5%	\$48.00	\$45.36	-5.5%
	Equip Serv Supr	DPW - MSB	MOTOR VEHICLE		K	\$33.27		18.5%	\$38.27		18.5%
	Business Manager	DPW - MSB	MSB ADMIN		N	\$38.72		1.9%	\$44.53		1.9%
	Streets & Sanitation Supervisor	DPW - MSB	STREETS & SANITATION		M	\$37.02		6.5%	\$42.58		6.5%
	Systems Analyst	INFORMATION TECHNOLOGY			N	\$38.72		1.9%	\$44.53		1.9%
	Technical Services Manager	MEAD LIBRARY			S	\$41.74		-5.5%	\$48.00		-5.5%
	Communications & Electronics Technician	POLICE DEPARTMENT			S	\$41.74		-5.5%	\$48.00		-5.5%
	Dir Of Senior Services	SENIOR CENTER	SENIOR ACTIVITY CENTER		K	\$33.27		18.5%	\$38.27		18.5%
	Industrial WW Supervisor	WASTEWATER		Pre-Treatment Supervisor	K	\$33.27		18.5%	\$38.27		18.5%
14	Building Inspector	BUILDING INSPECTION			M	\$37.02	\$36.67	-0.9%	\$42.58	\$42.17	-1.0%
	Electrical Inspector	BUILDING INSPECTION			M	\$37.02		-0.9%	\$42.58		-1.0%
	Plumbing Inspection	BUILDING INSPECTION			M	\$37.02		-0.9%	\$42.58		-1.0%
	TV Program Director	CABLE TV - WSCS	CABLE TV-LOCAL PROGRAMMI		I	\$27.76		32.1%	\$31.93		32.1%
	Assist To City Admin	CITY ADMINISTRATOR		Management Analyst	M	\$37.02		-0.9%	\$42.58		-1.0%
	Community Development Planner	CITY DEVELOPMENT			I	\$27.76		32.1%	\$31.93		32.1%
	Maintenance Worker V - Elec Lighting	DPW - MSB	FACILITIES & TRAFFIC	Journeyman Electrician	5	\$32.46		13.0%	\$34.11		23.6%
	Maintenance Worker V - Elect Signals	DPW - MSB	FACILITIES & TRAFFICg	Journeyman Electrician	5	\$32.46		13.0%	\$34.11		23.6%
	City Forester	DPW - MSB	PARK DEPARTMENT		M	\$37.02		-0.9%	\$42.58		-1.0%
	Asst Eng/Surveyor	ENGINEERING			N	\$38.72		-5.3%	\$44.53		-5.3%
	Senior Eng Technician	ENGINEERING			N	\$38.72		-5.3%	\$44.53		-5.3%
	Admin Services Manager	MEAD LIBRARY			S	\$41.74		-12.1%	\$48.00		-12.1%
	Administrative Assistant	POLICE DEPARTMENT		Office Manager	K	\$33.27	\$36.67	10.2%	\$38.27		10.2%
	Crime Analyst	POLICE DEPARTMENT			I	\$27.76		32.1%	\$31.93		32.1%

CITY OF SHEBOYGAN						Control Point Comparison			Maximum Wage Comparison		
GRADE	CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	CURRENT PAY SCALE	CURRENT	PROPOSED	PERCENT CHANGE	CURRENT	PROPOSED	PERCENT CHANGE
						CONTROL POINT	CONTROL POINT		MAX AMOUNT	MAX AMOUNT	
	Operations Supervisor	SHEBOYGAN TRANSIT	TRANSIT		K	\$33.27		10.2%	\$38.27		10.2%
13	Maintenance Worker IV - Maintenance	DPW - MSB	FACILITIES & TRAFFIC	Maintenance Technician	4	\$29.45	\$34.07	15.7%	\$31.35	\$39.18	25.0%
	Accountant II	FINANCE		Financial Reporting Analyst	K	\$33.27		2.4%	\$38.27		2.4%
	Human Resources Generalist	HUMAN RESOURCES			K	\$33.27		2.4%	\$38.27		2.4%
	IT Specialist	MEAD LIBRARY			K	\$33.27		2.4%	\$38.27		2.4%
	Process Systems/OPCO	WASTEWATER		Lab Technician II	K	\$33.27		2.4%	\$38.27		2.4%
	WW Elctro-Mechanic Technician	WASTEWATER		WW Electrician	5	\$32.46		5.0%	\$34.11		14.9%
12	Master Cert Truck Mechanic	DPW - MSB	MOTOR VEHICLE	Master Mechanic	5	\$32.46	\$31.66	-2.5%	\$34.11	\$36.41	6.7%
	Maintenance Worker IV - Lead Park	DPW - MSB	PARK DEPARTMENT	Foreman - Parks	4	\$29.45		7.5%	\$31.35		16.1%
	Engineering Technician	DPW - MSB	STREETS & SANITATION		K	\$33.27		-4.8%	\$38.27		-4.9%
	Accountant III	FINANCE		Grant Coordinator	K	\$33.27		-4.8%	\$38.27		-4.9%
	Payroll Administrator	FINANCE		Senior Payroll Specialist	K	\$33.27		-4.8%	\$38.27		-4.9%
	Librarian	MEAD LIBRARY			J	\$28.92		9.5%	\$33.25		9.5%
	Public Safety Specialist	MEAD LIBRARY			K	\$33.27		-4.8%	\$38.27		-4.9%
	Lab Technician	WASTEWATER			4	\$29.45		7.5%	\$31.35		16.1%
11	Legal Assistant	ATTORNEY	CITY ATTORNEY		G	\$24.67	\$29.42	19.3%	\$28.39	\$33.83	19.2%
	Grant Coordinator	CITY DEVELOPMENT			H	\$26.39		11.5%	\$30.34		11.5%
	Certified Truck Mechanic	DPW - MSB	MOTOR VEHICLE	Mechanic	4	\$29.45		-0.1%	\$31.35		7.9%
	Maintenance Worker IV - Lead Sanitation	DPW - MSB	STREETS & SANITATION	Foreman - Sanitation	4	\$29.45		-0.1%	\$31.35		7.9%
	Maintenance Worker IV - Streets	DPW - MSB	STREETS & SANITATION	Foreman - Streets	4	\$29.45		-0.1%	\$31.35		7.9%
	GIS Project Specialist	ENGINEERING			K	\$33.27		-11.6%	\$38.27		-11.6%
	Accountant I	FINANCE		Accounts Payable Associate	J	\$28.92		1.7%	\$33.25		1.7%
	Accountant I	FINANCE		Accounts Recievable Associate	J	\$28.92		1.7%	\$33.25		1.7%
	Accounting Administrative Assistant	FINANCE		Accounting Associate	J	\$28.92		1.7%	\$33.25		1.7%
	PC Technician	INFORMATION TECHNOLOGY		Technical Support Analyst	K	\$33.27		-11.6%	\$38.27		-11.6%
	Communications Specialist & Admin Asst	MAYOR			F	\$23.30		26.3%	\$26.80		26.2%
	Communications Specialist	MEAD LIBRARY			I	\$27.76		6.0%	\$31.93		6.0%
	Maintenance Supervisor	MEAD LIBRARY		Maintenance Coordinator	H	\$26.39		11.5%	\$30.34		11.5%
	Fleet Mechanic	POLICE DEPARTMENT		Mechanic	4	\$29.45		-0.1%	\$31.35		7.9%
	Safety, Education And Training Supervisor	SHEBOYGAN TRANSIT	TRANSIT	Safety & Training Coordinator	J	\$28.92		1.7%	\$33.25		1.7%
	Plant Maintenance Mechanic	WASTEWATER			4	\$29.45		-0.1%	\$31.35		7.9%
	WW Operator II	WASTEWATER		WW Operator	4	\$29.45		-0.1%	\$31.35		7.9%
10	Bldg Inspection Specialist	BUILDING INSPECTION			I	\$27.76	\$27.36	-1.4%	\$31.93	\$31.46	-1.5%
	Deputy City Clerk	CLERK	CITY CLERK		G	\$24.67		10.9%	\$28.39		10.8%
	Maintenance Worker IV - Lead Sign Shop	DPW - MSB	FACILITIES & TRAFFIC		4	\$29.45		-7.1%	\$31.35		0.4%
	Maintenance Worker III - Arborist	DPW - MSB	PARK DEPARTMENT	Arborist	3	\$27.23		0.5%	\$28.63		9.9%
	Maintenance Worker III - Parks	DPW - MSB	PARK DEPARTMENT	Equipment Operator	3	\$27.23		0.5%	\$28.63		9.9%
	Maintenance Worker III-Tree Trimmer	DPW - MSB	PARK DEPARTMENT	Equipment Operator	3	\$27.23		0.5%	\$28.63		9.9%
	Maintenance Worker IV - Craftsman	DPW - MSB	PARK DEPARTMENT	Heavy Equipment Operator	4	\$29.45		-7.1%	\$31.35		0.4%
	Maintenance Worker IV - Lead Trees	DPW - MSB	PARK DEPARTMENT	Heavy Equipment Operator	4	\$29.45		-7.1%	\$31.35		0.4%
	Maintenance Worker III - Recycling	DPW - MSB	STREETS & SANITATION	Equipment Operator	3	\$27.23		0.5%	\$28.63		9.9%
	Maintenance Worker III - Sanitation	DPW - MSB	STREETS & SANITATION	Equipment Operator	3	\$27.23		0.5%	\$28.63		9.9%
	Maintenance Worker III - Sewer Maint	DPW - MSB	STREETS & SANITATION	Equipment Operator	3	\$27.23		0.5%	\$28.63		9.9%
	Maintenance Worker III - Streets	DPW - MSB	STREETS & SANITATION	Equipment Operator	3	\$27.23		0.5%	\$28.63		9.9%
	Maintenance Worker IV - Streets	DPW - MSB	STREETS & SANITATION	Heavy Equipment Operator	4	\$29.45		-7.1%	\$31.35		0.4%
	Engineering Technician	ENGINEERING			K	\$33.27		-17.8%	\$38.27		-17.8%
	Municipal Court Clerk	MUNICIPAL COURT			I	\$27.76		-1.4%	\$31.93		-1.5%
	Digital Evidence Manager	POLICE DEPARTMENT			H	\$26.39		3.7%	\$30.34		3.7%
	Property Officer	POLICE DEPARTMENT			H	\$26.39		3.7%	\$30.34		3.7%
9	Program Assistant	BUILDING INSPECTION			E	\$22.32	\$25.45	14.0%	\$25.66	\$29.27	14.1%
	Maintenance Worker III - Cemetery	DPW - MSB	CEMETERY	Cemetery Worker	3	\$27.23		-6.5%	\$28.63		2.2%
	Maintenance Worker II - Sign Shop	DPW - MSB	FACILITIES & TRAFFIC	Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%
	Maintenance Worker III - Maint Cftmn	DPW - MSB	FACILITIES & TRAFFIC	Maintenance Worker	3	\$27.23		-6.5%	\$28.63		2.2%
	Service Mechanic II	DPW - MSB	MOTOR VEHICLE	Service Mechanic	2	\$24.23		5.0%	\$25.91		13.0%
	Truck Mechanic	DPW - MSB	MOTOR VEHICLE	Service Mechanic	3	\$27.23		-6.5%	\$28.63		2.2%
	Maintenance Worker II - Parks	DPW - MSB	PARK DEPARTMENT	Parks Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%



CITY OF SHEBOYGAN						Control Point Comparison			Maximum Wage Comparison			
July 2022		DRAFT				CURRENT	PROPOSED		CURRENT	PROPOSED		
GRADE	CURRENT JOB TITLE	DEPARTMENT	DIVISION	RECOMMENDED JOB TITLE	CURRENT PAY SCALE	CONTROL POINT	CONTROL POINT	PERCENT CHANGE	MAX AMOUNT	MAX AMOUNT	PERCENT CHANGE	
9	Maintenance Worker I - Streets	DPW - MSB	STREETS & SANITATION	Maintenance Worker	1	\$22.01	\$25.45	15.6%	\$23.18	\$29.27	26.3%	
	Maintenance Worker II - Sewer Maint	DPW - MSB	STREETS & SANITATION	Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%	
	Maintenance Worker II - Street Sweep	DPW - MSB	STREETS & SANITATION	Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%	
	Maintenance Worker II - Streets	DPW - MSB	STREETS & SANITATION	Maintenance Worker	2	\$24.23		5.0%	\$25.91		13.0%	
	Admin Coordinator	FIRE DEPARTMENT			I	\$27.76		-8.3%	\$31.93		-8.3%	
	Lead Maintenance Worker	PARKING	PARKING UTILITY		D	\$20.79		22.4%	\$23.91		22.4%	
	Communications Coordinator	SENIOR CENTER	SENIOR ACTIVITY CENTER		C	\$19.38		31.3%	\$22.29		31.3%	
	Program And Wellness Coordinator	SENIOR CENTER	SENIOR ACTIVITY CENTER		E	\$22.32		14.0%	\$25.66		14.1%	
	Admin Coordinator	SHEBOYGAN TRANSIT	TRANSIT		F	\$23.30		9.2%	\$26.80		9.2%	
8	Permit Clerk	BUILDING INSPECTION			B	\$17.45	\$23.67	35.6%	\$20.07	\$27.22	35.6%	
	Council and License Clerk	CLERK	CITY CLERK		E	\$22.32		6.0%	\$25.66		6.1%	
	Elections Clerk PT	CLERK	CITY CLERK		E	\$22.32		6.0%	\$25.66		6.1%	
	Human Resources Administrative Assistant	HUMAN RESOURCES			E	\$22.32		6.0%	\$25.66		6.1%	
	Admin Assistant	MEAD LIBRARY			E	\$22.32		6.0%	\$25.66		6.1%	
	Community Service Officer	POLICE DEPARTMENT			C	\$19.38		22.1%	\$22.29		22.1%	
	Court Services Secretary	POLICE DEPARTMENT			E	\$22.32		6.0%	\$25.66		6.1%	
	Court Services Specialist	POLICE DEPARTMENT			E	\$22.32		6.0%	\$25.66		6.1%	
	Dept. Secretary-Admin	POLICE DEPARTMENT			E	\$22.32		6.0%	\$25.66		6.1%	
	Dept. Secretary-CID	POLICE DEPARTMENT			E	\$22.32		6.0%	\$25.66		6.1%	
	Time Agency Coordinator	POLICE DEPARTMENT			E	\$22.32		6.0%	\$25.66		6.1%	
	Disability/ADA Coordinator	SHEBOYGAN TRANSIT	TRANSIT		F	\$23.30		1.6%	\$26.80		1.6%	
	Transit Coordinator II	SHEBOYGAN TRANSIT	TRANSIT	Transit Coordinator	F	\$23.30		1.6%	\$26.80		1.6%	
	7	Building Inspection Licensing Clerk	BUILDING INSPECTION			E	\$22.32	\$22.00	-1.4%	\$25.66	\$25.30	-1.4%
TV Production Technician		CABLE TV - WSCS	CABLE TV-LOCAL PROGRAMMI		A	\$15.96		37.8%	\$18.35		37.9%	
Maintenance Worker II - Custodian II		DPW - MSB	FACILITIES & TRAFFIC	Custodian II	2	\$24.23		-9.2%	\$25.91		-2.4%	
Admin Coordinator		DPW - MSB	MSB ADMIN		F	\$23.30		-5.6%	\$26.80		-5.6%	
Clerk II		DPW - MSB	MSB ADMIN		E	\$22.32		-1.4%	\$25.66		-1.4%	
Admin Assistant PT		FIRE DEPARTMENT			E	\$22.32		-1.4%	\$25.66		-1.4%	
Library Assistant		MEAD LIBRARY			C	\$19.38		13.5%	\$22.29		13.5%	
Maintenance Technician		MEAD LIBRARY			C	\$19.38		13.5%	\$22.29		13.5%	
PT Library Assistant		MEAD LIBRARY			C	\$19.38		13.5%	\$22.29		13.5%	
Assistant Municipal Court Clerk		MUNICIPAL COURT			B	\$17.45		26.1%	\$20.07		26.1%	
Maintenance and Grounds Worker		PARKING	PARKING UTILITY		C	\$19.38		13.5%	\$22.29		13.5%	
Records Clerk PT		POLICE DEPARTMENT			D	\$20.79		5.8%	\$23.91		5.8%	
Records Specialist Clerk		POLICE DEPARTMENT			D	\$20.79		5.8%	\$23.91		5.8%	
6		Code Enforcement Officer	BUILDING INSPECTION			B	\$17.45	\$20.44	17.1%	\$20.07	\$23.51	17.1%
	Maintenance Worker I - Custodian I	DPW - MSB	FACILITIES & TRAFFIC	Custodian I	1	\$22.01		-7.1%	\$23.18		1.4%	
	Cataloger	MEAD LIBRARY			F	\$23.30		-12.3%	\$26.80		-12.3%	
	Transit Coordinator III	SHEBOYGAN TRANSIT	TRANSIT		B	\$17.45		17.1%	\$20.07		17.1%	
5							\$19.01			\$21.86		
4							\$17.67			\$20.32		
3	Seasonal DPW	DPW - MSB				\$13.00	\$16.42	17.4%	\$15.00	\$18.88	25.9%	
2	Cleaner	MEAD LIBRARY			AA	\$10.61	\$15.26	43.8%	\$12.20	\$17.55	43.9%	
	Crossing Guard	POLICE DEPARTMENT			AA	\$10.61		43.8%	\$12.20		43.9%	
1	Page	MEAD LIBRARY			AA	\$10.61	\$14.12	33.1%	\$12.20	\$16.24	33.1%	

Gen. Ord. No. 3 - 22 - 23. By Alderperson Perrella. June 20, 2022.

AN ORDINANCE repealing Gen. Ord. No. 39-21-22 granting Harbor Café, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described, for the purpose adding an outdoor seating deck.

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

Section 1. Gen. Ord. 39-21-22, approved March 21, 2022, is hereby repealed.

Section 2. Subject to the terms and conditions contained herein, Grateful Properties, LLC, its successors and assigns, is hereby granted the privilege of encroaching upon portions of 340/342 South Pier Drive, City of Sheboygan, Sheboygan County, Wisconsin, as follows:

340/342 S. Pier Drive Sheboygan, WI 53081

Part of Lot 1 (Dedicated Promenade) of South Pier Subdivision, located in the Southeast Fraction of the Southeast  $\frac{1}{4}$  of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Northwest Corner of Lot 5 of said Subdivision; thence N78°37'27"E 213.88 feet along the north line of said Lot 5 to the POINT OF BEGINNING of this description; thence N42°27'57"W 9.44 feet; these N11°46'25"W 11.95 feet; these N78°30'18"E 56.48 feet; these S11°12'32"E 12.06 feet; these S18°10'32"W 9.29 feet to the North line of Said Lot 5; thence S78°37'27"W 46.91 feet along said North line to the Point of Beginning of this description. This described portion contains 1,095 square feet or 0.025 acres.

for the purpose of adding an outdoor seating deck in accordance with the sketch attached hereto and made a part hereof.

Section 3. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Grateful Properties, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Grateful Properties, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Grateful Properties, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 4. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 5. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 6. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

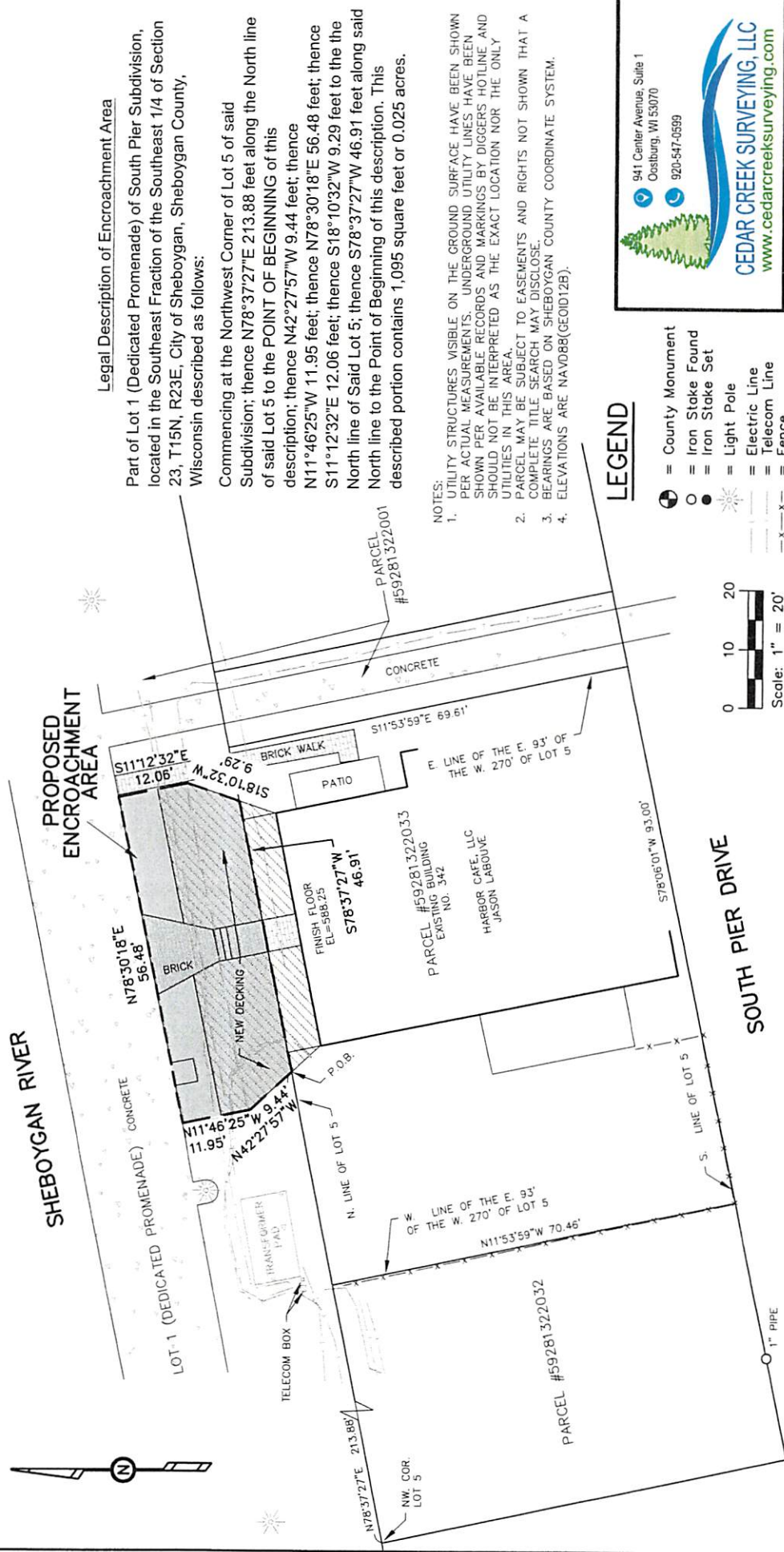
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



# ENCROACHMENT EXHIBIT

FOR: Grateful Properties, LLC

East 93' of the West 270' of Lot 5, South Pier Subdivision, Part of the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



FILE No.: 2022014 DATE: 5/6/2022 PAGE: 1 OF 1



Gen. Ord. No. 4 - 22 - 23. By Alderperson Felde. June 20, 2022.

AN ORDINANCE granting M Squared Properties, its successors and assigns, the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot.

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

Section 1. Subject to the terms and conditions contained herein, M Squared Properties, its successors and assigns, is hereby granted the privilege of encroaching upon portions of 1444 Pershing Avenue, City of Sheboygan, Sheboygan County, Wisconsin, as follows:

PART OF N 15TH STREET RIGHT-OF-WAY BEING IN THE SE 1/4 OF SECTION 10, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 20, BLOCK 9 OF LAKE SHORE DIVISION; THENCE THE FOLLOWING BEARINGS AND DISTANCES: N89°51'55"W 21.55 FEET; N21°48'06"W 164.25 FEET; N68°11'54"E 20.00 FEET TO A POINT ON THE EAST ROAD RIGHT-OF-WAY LINE OF N 15TH STREET; THENCE S21°48'06"E ALONG SAID EAST RIGHT-OF-WAY LINE 172.30' FEET TO THE POINT OF BEGINNING AND CONTAINING 3,366 SF OF LAND.

for the purpose of creating an asphalt driveway and parking lot in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said M Squared Properties, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said M Squared Properties, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said M Squared Properties, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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\_\_\_\_.

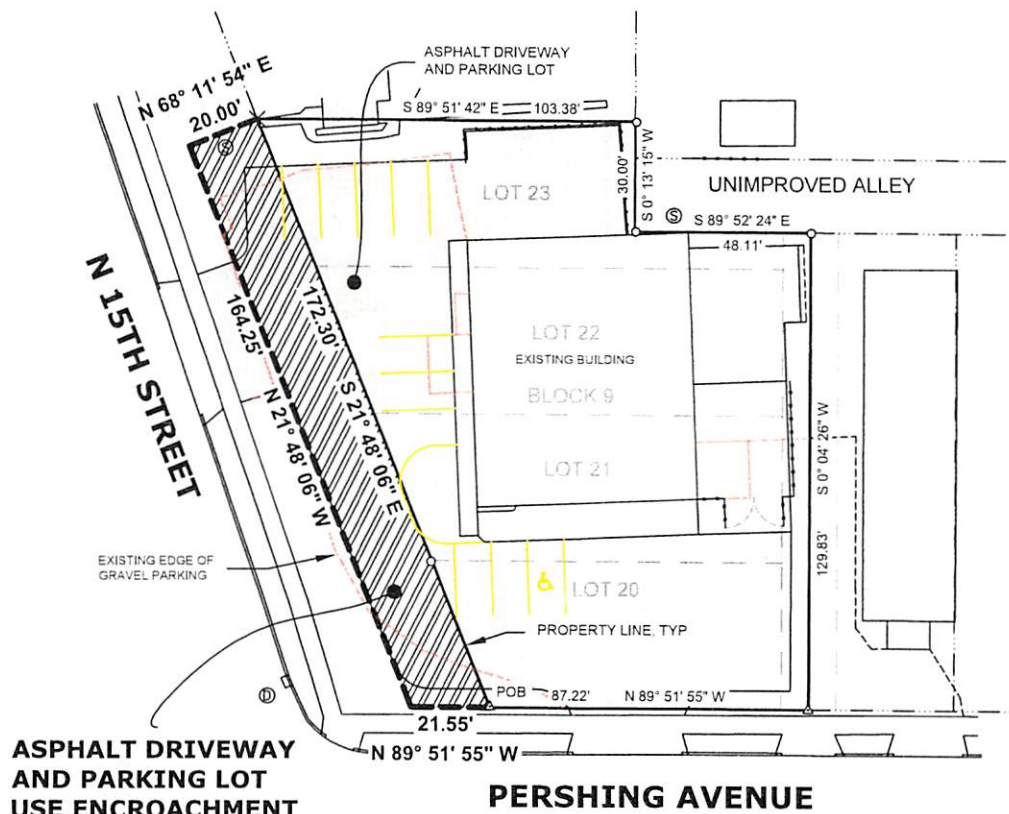
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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



# ASPHALT DRIVEWAY AND PARKING LOT USE ENCROACHMENT EXHIBIT

LOTS 20, 21, 22, AND 23 OF BLOCK 9 AND THE WEST HALF OF  
THE VACATED NORTH-SOUTH ALLEY ADJACENT TO SAID LOTS  
20, 21, 22, AND PART OF 23, OF LAKE SHORE DIVISION,  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN



LEGAL DESCRIPTION FOR "ASPHALT DRIVEWAY AND PARKING LOT USE ENCROACHMENT":

PART OF N 15TH STREET RIGHT-OF-WAY BEING IN THE SE 1/4 OF SECTION 10, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 20, BLOCK 1 OF LAKE SHORE DIVISION, THENCE THE FOLLOWING BEARINGS AND DISTANCES: N89°51'55"W 21.55 FEET; N21°48'06"W 164.25 FEET; N68°11'54"E 20.00 FEET TO A POINT ON THE EAST ROAD RIGHT-OF-WAY LINE OF N 15TH STREET; THENCE S21°48'06"E ALONG SAID EAST RIGHT-OF-WAY LINE 172.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,366 SF OF LAND.

PARCEL NUMBER: 59281712700  
PARCEL OWNER: MSQUARED PROPERTIES LLC  
PARCEL ADDRESS: 3313 N 15TH STREET  
PARCEL AREA: 17,627 SF  
DRIVEWAY AND PARKING LOT USE  
ENCROACHMENT AREA: 3,366 SF

BEARINGS AND DISTANCES SHOWN ARE  
REFERENCED TO THE SOUTH LINE OF LOT 20,  
BLOCK 9, WHICH BEARS N89°51'55"W AND BASED ON  
THE SHEBOYGAN COUNTY COORDINATE SYSTEM

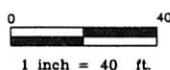


I, CRAIG A. RUSCH, WISCONSIN  
REGISTERED LAND SURVEYOR NO. S-2274,  
DO HEREBY CERTIFY THAT THIS SURVEY  
IS CORRECT TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.

DRAWING DATE: JUNE 2, 2022



GRAPHIC SCALE



**Wagner**  
**EXCAVATING**  
3437 PAINE AVENUE SHEBOYGAN, WI 53081  
(920) 455-9082

**FOUR SEASONS COMFORT**

1444 Pershing Avenue  
City of Sheboygan

Gen. Ord. No. 5 - 22 - 23. By Alderpersons Dekker and Perrella.  
June 20, 2022.

AN ORDINANCE creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of N. 15<sup>th</sup> Street from 400 feet north of the north curb line of Wisconsin Avenue to 490 feet north of the north curb line of Wisconsin Avenue is hereby added to the list of locations where a 30 Minute Parking zone is permitted.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

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

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



II

Other Matters

Item 31.

R. O. No. 25 - 22 - 23. By CITY CLERK. June 20, 2022.

Submitting various license applications.

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha's Bar	1054 Pennsylvania Avenue - One day event to be held 7/30/22: to include existing premise and entire parking lot area east and north of building.
1809	The Wharf	733 Riverfront Drive - One day event to be held 7/20/22: to include current premise and parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.
1809	The Wharf	733 Riverfront Drive - Three-day event to be held 8/12/22 - 8/14/22: to include current premise and parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 <sup>th</sup> Street