



FIFTH REGULAR COMMON COUNCIL MEETING AGENDA

June 06, 2022 at 6:00 PM

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

"When you can't find the sunshine, be the sunshine" - Anonymous

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

Notice of the 5th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, June 6, 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

Fourth Regular Council Meeting held on May 16, 2022

4. Resignation

Patricia Weisrock from the Board of Review

5. 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

6. Public Forum

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

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

- [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.
- [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.
- [11.](#) R. C. No. 21-22-23 by Licensing, Hearing, 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.
- [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.
- [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.
- [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.
- [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.
- [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.
- [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.
- [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.
- [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.

- [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.

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.
- [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 2022 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.
- 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.

OTHER MATTERS AUTHORIZED BY LAW

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 likely 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.

ADJOURN MEETING

- 35.** 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**FOURTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, May 16, 2022**

OPENING OF MEETING**1. Roll Call**

Alderspersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

2. Pledge of Allegiance**3. Approval of Minutes**

MOTION TO APPROVE MINUTES FROM THE MAY 2, 2022 MEETING

Motion made by Felde, Seconded by Filicky-Peneski.

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

4. Confirmation of Mayoral Appointments

Lisa Salgado to the Mayor's International Committee and Fay Wingrove to the Board of Review

MOTION TO CONFIRM APPOINTMENTS

Motion made by Felde, Seconded by Filicky-Peneski.

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

5. Election

Aldersperson - District 5 - Angela Ramey and Josh Fick.

MOTION TO NOMINATE ALL CANDIDATES WHO PROVIDED APPLICATIONS TO THE CITY CLERK (ANGELA RAMEY AND JOSH FICK). VOTING TO BE DONE BY OPEN BALLOT AND THE CANDIDATE WITH THE MAJORITY OF VOTES WILL BE ELECTED.

Motion made by Felde, Seconded by Filicky-Peneski.

Ballots were distributed.

Ramey: Ackley, Dekker, Felde, Filicky-Peneski, Perrella, Salazar – 7.

Fick: Mitchell and Heidemann – 2.

City Clerk, Meredith DeBruin administered the oath of office to Angela Ramey.

6. Presentation

"Sustainable and Affordable Development" by Braden Schmidt.

7. Presentation

"City of Sheboygan WI Ten-Year Capital Plan" by David Ferris and Phil Cosson of Ehlers - Public Finance Advisors

8. Public Forum

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

9. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

11. R. C. No. 3-22-23 by Finance and Personnel Committee to whom was referred Res. No. 8-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a new Memorandum of Agreement with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

12. R. C. No. 4-22-23 by Public Works Committee to whom was referred Res. No. 11-22-23 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 St. Clair Avenue - 2022 Street Improvements; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

13. R. C. No. 5-22-23 by Public Works Committee to whom was referred Res. No. 12-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

14. R. C. No. 6-22-23 by Public Works Committee to whom was referred Res. No. 4-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

15. R. C. No. 7-22-23 by Public Works Committee to whom was referred Res. No. 5-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

16. R. C. No. 8-22-23 by Public Works Committee to whom was referred Res. No. 6-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

17. R. C. No. 9-22-23 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 13-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

18. R. C. No. 10-22-23 by Public Works Committee to whom was referred R. C. No. 289-21-22 by Public Works Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends filing the document.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

19. R. C. No. 11-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 141-21-22 by Chief of Police Christopher Domagalski submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing January 1, 2022 and ending March 31, 2022; recommends filing the report.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

20. R. C. No. 12-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 142-21-22 by Fire Chief submitting the quarterly report of Benchmark Measurements for the Fire

Department, for the period commencing January 1, 2022 and ending March 31, 2022; recommends filing the report.

Item 3.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

21. R. C. No. 13-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 2-22-23 by City Clerk submitting various license applications; recommends granting the applications.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

22. R. C. No. 14-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends granting the licenses.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

REPORT OF OFFICERS

23. 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. REFER TO CITY PLAN COMMISSION
24. R. O. No. 11-22-23 by City Clerk submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole. REFER TO FINANCE AND PERSONNEL COMMITTEE
25. R. O. No. 12-22-23 by Finance Director 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. REFER TO FINANCE AND PERSONNEL COMMITTEE
26. R. O. No. 13-22-23 by City Clerk submitting a pending claim from Nina Stapel for an alleged sewer backup in her basement. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. R. O. No. 14-22-23 by City Clerk submitting various license applications (businesses). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
28. R. O. No. 15-22-23 by City Clerk submitting various license applications (change of premises). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

29. Res. No. 17-22-23 by Alderpersons Felde and Filicky-Peneski amending Res. No. 73-21-22 adopted on October 18, 2021 establishing the ward boundaries for the City of Sheboygan.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

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

30. 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. REFER TO PUBLIC WORKS COMMITTEE
31. 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. REFER TO PUBLIC WORKS COMMITTEE
32. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE
33. Res. No. 18-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer of appropriations in the 2022 budget. REFER TO FINANCE AND PERSONNEL COMMITTEE
34. 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. REFER TO PUBLIC WORKS COMMITTEE
35. 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. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

36. R. C. No. 1-22-23 by Finance and Personnel Committee to whom was referred Res. No. 2-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer and establishing an internship program within the Mayor's office budget; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

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

37. R. C. No. 2-22-23 by Finance and Personnel Committee to whom was referred Res. No. 7-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance and sale of up to \$39,430,018 Water Utility Revenue Bonds, Series 2022, and providing for other details and covenants with respect thereto; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

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

GENERAL ORDINANCES

38. 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. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

39. Motion to Adjourn

MOTION TO ADJOURN MEETING AT 7:20 PM

Motion made by Felde, Seconded by Filicky-Peneski.

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

June 6, 2022

Resignation

Patricia Weisrock from the Board of Review effective immediately.

DeBruin, Meredith

From: Patricia Weisrock <pweisrock409@gmail.com>
Sent: Tuesday, May 17, 2022 4:42 PM
To: DeBruin, Meredith
Subject: Board of Review

Dear Meredith,

It is with regret that I must resign from the Board of Review of the Assessor's Office since I recently moved to a condo in the town of Sheboygan.

I have enjoyed serving on the board for the past 20 some years but I now enjoy condo living even though I am in the town.

Sincerely,

Pat Weisrock



June 1st 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

Ryan Sorenson
Mayor
City of Sheboygan


R. O. No. 17 - 22 - 23. By BOARD OF WATER COMMISSIONERS. June 6, 2022.


To the Honorable, the Mayor and Common Council:

We are, hereby, submitting a copy of the 2021 Annual Report to the Public Service Commission (PSC) of Wisconsin for the Sheboygan Water Utility.

BOARD OF WATER COMMISSIONERS


Gerald R. Van De Kreeke, President


Thomas E. Howe, Secretary


Richard Dale, Member

Attachments



WATER, ELECTRIC, OR JOINT UTILITY ANNUAL REPORT

OF

SHEBOYGAN WATER UTILITY

72 PARK AVE
SHEBOYGAN, WI 53081-2958

For the Year Ended: DECEMBER 31, 2021

TO

PUBLIC SERVICE COMMISSION OF WISCONSIN

P.O. Box 7854
Madison, WI 53707-7854
(608) 266-3766

Violations of the provisions of the Public Service Commission of Wisconsin, Chapter Trans. 113, Stats., relating to the filing of annual reports, constitute a violation of the provisions of the statutes. Each violation of any provision of the statutes is a forfeiture of not less than \$25 nor more than \$5,000 for each violation. Each day subsequent to the filing date constitutes a separate and distinct violation. The filed form is available to the public and personally identifiable information may be used for purposes other than those related to public utility regulation.

Filed: 04/28/2022

Water Service Started Date: 03/01/1909

DNR Public Water System ID: 46003540

Safe Drinking Water Information System (SDWIS) Total Population Served: 49288

I **Lisa M Gottsacker, CPA, Accountant** of **SHEBOYGAN WATER UTILITY**, certify that I am the person responsible for accounts; that I have examined the following report and, to the best of my knowledge, information and belief, it is a correct statement of the business and affairs of said utility for the period covered by the report in respect to each and every matter set forth therein.

Date Signed: **4/28/2022**

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Identification and Ownership - Contacts

Utility employee in charge of correspondence concerning this report

Name: LISA M. GOTTSACKER, CPA

Title: Accountant

Mailing Address: 72 Park Avenue
Sheboygan, WI 53081

Phone: (920) 459-3804

Email Address: lgottsacker@sheboyganwater.org

Accounting firm or consultant preparing this report (if applicable)

Name:

Title:

Mailing Address:

Phone:

Email Address:

Name and title of utility General Manager (or equivalent)

Name: JOE TRUEBLOOD, PE

Title: Superintendent

Mailing Address: 72 Park Avenue
Sheboygan, WI 53081

Phone: (920) 459-3805

Email Address: joetrueblood@sheboyganwater.org

Outside contractor responsible for utility operations (if applicable)

Name:

Title:

Mailing Address:

Phone:

Email Address:

President, chairman, or head of utility commission/board or committee

Name: GERALD R. VAN DE KREEKE, CPA

Title: President

Mailing Address: 825 S. Taylor Drive
Sheboygan, WI 53081

Phone: (920) 547-3702

Email Address: gvandekreeke@hubertycpas.com

Contact person for cybersecurity issues and events

Name: JOE TRUEBLOOD, PE

Title: Superintendent

Mailing Address: 72 Park Avenue
Sheboygan, WI 53081

Phone: (920) 459-3805

Email Address: joetrueblood@sheboyganwater.org

Identification and Ownership - Contacts

Identification and Ownership - Governing Authority and Audit Information

Utility Governing Authority

Select the governing authority for this utility.

☒ Reports to utility board/commission☐ Reports directly to city/village council**Audit Information**Are utility records audited by individuals or firms other than utility employees? ☒ Yes ☐ No

Date of most recent audit report: 04/11/2022

Period covered by most recent audit: 01/01/2021 - 12/31/2021

Individual or firm, if other than utility employee, auditing utility records

Name: JODI DOBSON, CPA

Title: Partner

Organization Name: Baker Tilly US, LLP

USPS Address: Ten Terrace Court, PO Box 7398

City State Zip Madison, WI 53707-7398

Telephone: (608) 240-2469

Email Address: jodi.dobson@bakertilly.com

Report Preparation**If an accounting firm or consultant assists with report preparation, select the type of assistance provided**

Review

Identification and Ownership - Contract Operations

Do you have any contracts?

Are any of the Utility's administrative or operational functions under contract or agreement with an outside provider for the year covered by this annual report and /or current year (i.e., utility billing is done by another entity)?

NO

Workforce Diversity

- g Decimal numbers for part time employees are acceptable values for this schedule. Please enter part time employees as a decimal based on the number of hours worked/2080 hours for a fiscal year. An employee who works 30% of full time would be recorded as .30.
- g Use the Footnotes feature to provide an explanation for any variance with the number of employees listed in Schedule F-06 and information about how many staff are part-time employees.
- g Staff classification of various employment categories can vary from utility to utility. Use the Footnotes feature to provide information about how the utility defines these categories. Additional information on classifying employees can be found in the help document.

Category (a)	Employee Count			
	Total (b)	Management (c)	Executive Leadership (d)	
Total Utility Employees	32.00	4.00	3.00	1
Women	6.00	1.00	0.00	2
Minorities	2.00	0.00	0.00	3
Veterans	2.00	1.00	0.00	4

Income Statement

Description (a)	This Year (b)	Last Year (c)	
UTILITY OPERATING INCOME			1
Operating Revenues (400)	9,702,392	8,695,189	2
“CdYfUjbl” 9I dYbgYg.			3
Operation and Maintenance Expense (401-402)	4,908,436	5,035,487	4
Depreciation Expense (403)	1,437,201	1,509,380	5
Amortization Expense (404-407)	0	0	6
Taxes (408)	1,299,403	1,312,384	7
“HcHJ”CdYfUjbl” 9I dYbgYg	7,645,040	7,857,251	8
“BYhCdYfUjbl” 6Wta Y	2,057,352	837,938	9
Income from Utility Plant Leased to Others (412-413)			10
“I HJ”ImCdYfUjbl” 6Wta Y	2,057,352	837,938	11
OTHER INCOME			12
Income from Merchandising, Jobbing and Contract Work (415-416)	24,485	0	13
Income from Nonutility Operations (417)			14
Nonoperating Rental Income (418)			15
Interest and Dividend Income (419)	15,082	44,283	16
Miscellaneous Nonoperating Income (421)	0	0	17
“HcHJ”CH Yf 6Wta Y	39,567	44,283	18
“HcHJ” 6Wta Y	2,096,919	882,221	19
MISCELLANEOUS INCOME DEDUCTIONS			20
Miscellaneous Amortization (425)	(25,132)	(25,132)	21
Other Income Deductions (426)	122,343	127,997	22
“HcHJ”AJgWf”UbYci g 6Wta Y8 YXi Wjcbg	97,211	102,865	23
“6Wta Y6 YZfY 6hYfYgh7\ Uf[Yg	1,999,708	779,356	24
INTEREST CHARGES			25
Interest on Long-Term Debt (427)	314,918	327,877	26
Amortization of Debt Discount and Expense (428)		34,475	27
Amortization of Premium on Debt--Cr. (429)	35,869	34,620	28
Interest on Debt to Municipality (430)	7,016	6,738	29
Other Interest Expense (431)	0	0	30
Interest Charged to Construction--Cr. (432)			31
“HcHJ” 6hYfYgh7\ Uf[Yg	286,065	334,470	32
“BYh6Wta Y	1,713,643	444,886	33
EARNED SURPLUS			34
Unappropriated Earned Surplus (Beginning of Year) (216)	43,572,267	43,127,381	35
Balance Transferred from Income (433)	1,713,643	444,886	36
Miscellaneous Credits to Surplus (434)			37
Miscellaneous Debits to Surplus--Debit (435)			38
Appropriations of Surplus--Debit (436)			39
Appropriations of Income to Municipal Funds--Debit (439)			40
“HcHJ”I bUddfcdf]UHfX’9UfbYX’Gi fd’i g’9bX’cZMYUf’fE%L	45,285,910	43,572,267	41

Income Statement Account Details

- g Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.
- g Nonregulated sewer income should be reported as Miscellaneous Nonoperating Income, Account 421.
- g If amount of Contributed Plant - Water (421) does not match the total Additions During Year entered on Water Utility Plant in Service - Plant Financed by Contributions, please provide a detailed explanation. Please see the help guide for more information.

Description (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
UTILITY OPERATING INCOME				1
Operating Revenues (400)				2
Derived	9,702,392		9,702,392	3
Total (Acct. 400)	9,702,392	0	9,702,392	4
Operation and Maintenance Expense (401-402)				5
Derived	4,908,436		4,908,436	6
Total (Acct. 401-402)	4,908,436	0	4,908,436	7
Depreciation Expense (403)				8
Derived	1,437,201		1,437,201	9
Total (Acct. 403)	1,437,201	0	1,437,201	10
Amortization Expense (404-407)				11
Derived	0		0	12
Total (Acct. 404-407)	0	0	0	13
Taxes (408)				14
Derived	1,299,403		1,299,403	15
Total (Acct. 408)	1,299,403	0	1,299,403	16
TOTAL UTILITY OPERATING INCOME	2,057,352	0	2,057,352	17
OTHER INCOME				18
Income from Merchandising, Jobbing and Contract Work (415-416)				19
Derived	24,485	0	24,485	20
Total (Acct. 415-416)	24,485	0	24,485	21
Interest and Dividend Income (419)				22
INTEREST AND DIVIDENDS	15,082		15,082	23
Total (Acct. 419)	15,082	0	15,082	24
Miscellaneous Nonoperating Income (421)				25
Contributed Plant - Water		0	0	26
Impact Fees - Water		0	0	27
Total (Acct. 421)	0	0	0	28
TOTAL OTHER INCOME	39,567	0	39,567	29
MISCELLANEOUS INCOME DEDUCTIONS				30
Miscellaneous Amortization (425)				31
Regulatory Liability (253) Amortization	(25,132)		(25,132)	32
Total (Acct. 425)	(25,132)	0	(25,132)	33
Other Income Deductions (426)				34
Depreciation Expense on Contributed Plant - Water		122,343	122,343	35
Total (Acct. 426)	0	122,343	122,343	36
TOTAL MISCELLANEOUS INCOME DEDUCTIONS	(25,132)	122,343	97,211	37
INTEREST CHARGES				38
Interest on Long-Term Debt (427)				39

Income Statement Account Details

- g Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.
- g Nonregulated sewer income should be reported as Miscellaneous Nonoperating Income, Account 421.
- g If amount of Contributed Plant . ~~Water~~ (421) does not match the total Additions During Year entered on Water Utility Plant in Service . ~~Plant~~ Financed by Contributions, please provide a detailed explanation. Please see the help guide for more information.

Description (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
Derived	314,918		314,918	40
Total (Acct. 427)	314,918	0	314,918	41
Amortization of Premium on Debt--Cr. (429)				42
Bonds	35,869		35,869	43
Total (Acct. 429)	35,869	0	35,869	44
Interest on Debt to Municipality (430)				45
Derived	7,016		7,016	46
Total (Acct. 430)	7,016	0	7,016	47
Other Interest Expense (431)				48
Derived	0		0	49
Total (Acct. 431)	0	0	0	50
TOTAL INTEREST CHARGES	286,065	0	286,065	51
NET INCOME	1,835,986	(122,343)	1,713,643	52
EARNED SURPLUS				53
Unappropriated Earned Surplus (Beginning of Year) (216)				54
Derived	38,873,730	4,698,537	43,572,267	55
Total (Acct. 216)	38,873,730	4,698,537	43,572,267	56
Balance Transferred from Income (433)				57
Derived	1,835,986	(122,343)	1,713,643	58
Total (Acct. 433)	1,835,986	(122,343)	1,713,643	59
UNAPPROPRIATED EARNED SURPLUS (END OF YEAR)	40,709,716	4,576,194	45,285,910	60

Income from Merchandising, Jobbing & Contract Work (Accts. 415-416)

Particulars (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Revenues						1
Revenues (account 415)	200,788				200,788	2
Cost and Expenses of Merchandising, Jobbing and Contract Work (416)						3
Cost of merchandise sold					0	4
Payroll					0	5
Materials	176,303				176,303 *	6
Taxes					0	7
Total costs and expenses	176,303	0	0	0	176,303	8
Net Income (or loss)	24,485	0	0	0	24,485	9

Income from Merchandising, Jobbing & Contract Work (Accts. 415-416)

Income from Merchandising, Jobbing & Contract Work (Accts. 415-416) (Page F-03)**General Footnote**

Revenues received from the DNR Safe Drinking Water Loan program for the replacement of lead water service laterals. Expenses paid to plumbing contractors for the replacement of lead water service laterals. \$24,485.00 in expenses incurred in 2020 were reimbursed by the DNR in 2021, creating an increase in revenue over expense for the program.

Revenues Subject to Wisconsin Remainder Assessment

- g If the sewer department is not regulated by the PSC, do not report sewer department in data column (d).

Description (a)	Water Utility (b)	Electric Utility (c)	Gas Utility (d)	Sewer Utility (Regulated Only (e)	Total (f)	
Total operating revenues	9,702,392				9,702,392	1
Less: interdepartmental sales	0				0	2
Less: interdepartmental rents	0				0	3
Less: return on net investment in meters charged to regulated sewer department. (Do not report if nonregulated sewer.)					0	4
Less: uncollectibles directly expensed as reported in water acct. 904 (690 class D), sewer acct. 843, and electric acct. 904 -or- Net write-offs when Accumulated Provision for Uncollectible Accounts (acct. 144) is maintained	4,597				4,597	5
Revenues subject to Wisconsin Remainder Assessment	9,697,795	0	0	0	9,697,795	6

Distribution of Total Payroll

- g Amounts charged to Utility Financed and to Contributed Plant accounts should be combined and reported in plant or accumulated depreciation accounts.
- g Amount originally charged to clearing accounts as shown in column (b) should be shown as finally distributed in column (c).
- g The amount for clearing accounts in column (c) is entered as a negative for account "Clearing Accounts" and the distributions to accounts on all other lines in column (c) will be positive with the total of column (c) being zero.
- g Provide additional information in the schedule footnotes when necessary.
- g Please see the help guide for examples of how to break out shared costs.

Accounts Charged (a)	Direct Payroll Distribution (b)	Allocation of Amounts Charged Clearing Accts. (c)	Total (d)	
Water operating expenses	1,792,844		1,792,844	1
Electric operating expenses			0	2
Gas operating expenses			0	3
Heating operating expenses			0	4
Sewer operating expenses			0	5
Merchandising and jobbing			0	6
Other nonutility expenses			0	7
Water utility plant accounts	124,317		124,317	8
Electric utility plant accounts			0	9
Gas utility plant accounts			0	10
Heating utility plant accounts			0	11
Sewer utility plant accounts			0	12
Accum. prov. for depreciation of water plant			0	13
Accum. prov. for depreciation of electric plant			0	14
Accum. prov. for depreciation of gas plant			0	15
Accum. prov. for depreciation of heating plant			0	16
Accum. prov. for depreciation of sewer plant			0	17
Clearing accounts			0	18
All other accounts			0	19
Total Payroll	1,917,161	0	1,917,161	20

Full-Time Employees (FTE)

- g Use FTE numbers where FTE stands for Full-Time Employees or Full-Time Equivalency. FTE can be computed by using total hours worked/2080 hours for a fiscal year. Estimate to the nearest hundredth. If an employee works part time for more than one industry then determine FTE based on estimate of hours worked per industry.
- g Example: An employee worked 35% of their time on electric jobs, 30% on water jobs, 20% on sewer jobs and 15% on municipal nonutility jobs. The FTE by industry would be .35 for electric, .30 for water and .20 for sewer.

Industry (a)	FTE (b)	
Water	29.0	1
Electric		2
Gas		3
Sewer		4

Balance Sheet

Assets and Other Debits (a)	Balance End of Year (b)	Balance First of Year (c)	
ASSETS AND OTHER DEBITS			1
UTILITY PLANT			2
Utility Plant (101)	78,474,984	75,482,470	3
Less: Accumulated Provision for Depreciation and Amortization of Utility Plant (111)	26,219,555	24,691,819	4
Utility Plant Acquisition Adjustments (117-118)	0	0	5
Other Utility Plant Adjustments (119)	0	0	6
UTILITY PLANT	52,255,429	50,790,651	7
OTHER PROPERTY AND INVESTMENTS			8
Nonutility Property (121)	0	0	9
Less: Accumulated Provision for Depreciation and Amortization of Nonutility Property (122)	0	0	10
Investment in Municipality (123)	0	0	11
Other Investments (124)	0	0	12
Sinking Funds (125)	668,414	688,824	13
Depreciation Fund (126)	0	0	14
Other Special Funds (128)	0	0	15
OTHER PROPERTY AND INVESTMENTS	668,414	688,824	16
CURRENT AND ACCRUED ASSETS			17
Cash (131)	0	0	18
Special Deposits (134)	0	0	19
Working Funds (135)	0	0	20
Temporary Cash Investments (136)	8,295,071	8,989,597	21
Notes Receivable (141)	0	0	22
Customer Accounts Receivable (142)	1,338,904	1,616,628	23
Other Accounts Receivable (143)	267,259	74,492	24
Accumulated Provision for Uncollectible Accounts- -Cr. (144)	0	0	25
Receivables from Municipality (145)	353,514	401,114	26
Plant Materials and Operating Supplies (154)	223,046	277,191	27
Merchandise (155)	0	0	28
Other Materials and Supplies (156)	0	0	29
Stores Expense (163)	0	0	30
Prepayments (165)	28,385	76,495	31
Interest and Dividends Receivable (171)	0	0	32
Accrued Utility Revenues (173)	0	0	33
Miscellaneous Current and Accrued Assets (174)	1,402,233	1,038,866	34
CURRENT AND ACCRUED ASSETS	11,908,412	12,474,383	35
DEFERRED DEBITS			36
Unamortized Debt Discount and Expense (181)	0	0	37
Extraordinary Property Losses (182)	0	0	38
Preliminary Survey and Investigation Charges (183)	0	0	39
Clearing Accounts (184)	0	0	40
Temporary Facilities (185)	0	0	41
Miscellaneous Deferred Debits (186)	769,762	411,147	42
DEFERRED DEBITS	769,762	411,147	43
TOTAL ASSETS	65,602,017	64,365,005	44

Balance Sheet

Liabilities and Othe Credits (a)	Balance End of Year (b)	Balance First of Year (c)	
LIABILITIES AND OTHER CREDITS			1
PROPRIETARY CAPITAL			2
Capital Paid in by Municipality (200)	3,181,819	3,181,819	3
Appropriated Earned Surplus (215)	0	0	4
Unappropriated Earned Surplus (216)	45,285,910	43,572,267	5
“HcHJ”Dfcdf]YHfmi7 Ud]HJ	48,467,729	46,754,086	6
LONG-TERM DEBT			7
Bonds (221)	12,490,131	13,524,996	8
Advances from Municipality (223)	134,042	152,173	9
Other Long-Term Debt (224)	0	0	10
“HcHJ”@b[!HYfa `8 YVh	12,624,173	13,677,169	11
CURRENT AND ACCRUED LIABILITIES			12
Notes Payable (231)	0	0	13
Accounts Payable (232)	140,030	79,749	14
Payables to Municipality (233)	0	0	15
Customer Deposits (235)	0	0	16
Taxes Accrued (236)	1,197,485	1,215,296	17
Interest Accrued (237)	57,384	61,745	18
Tax Collections Payable (241)	0	0	19
Miscellaneous Current and Accrued Liabilities (242)	1,818,653	1,311,368	20
“HcHJ”7i ffYbhiUbX`5 VWi YX`@UV`]HJYg	3,213,552	2,668,158	21
DEFERRED CREDITS			22
Unamortized Premium on Debt (251)	185,094	220,963	23
Customer Advances for Construction (252)	0	0	24
Other Deferred Credits (253)	407,262	400,240	25
“HcHJ”8 YZffYX`7 fYX]HJg	592,356	621,203	26
OPERATING RESERVES			27
Property Insurance Reserve (261)	0	0	28
Injuries and Damages Reserve (262)	0	0	29
Pensions and Benefits Reserve (263)	0	0	30
Miscellaneous Operating Reserves (265)	704,207	644,389	31
“HcHJ”CdYfU]b[`FYgYfj Yg	704,207	644,389	32
“HCH5 @@56 -@H9 G`5 B8 `CH<9F`7 F98 +HG	65,602,017	64,365,005	33

Net Utility Plant

g Report utility plant accounts and related accumulated provisions for depreciation and amortization after allocation of common plant accounts and related provisions for depreciation and amortization to utility departments as of December 31.

Particulars (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	
First of Year					1
Total Utility Plant - First of Year	75,482,470	0	0	0	2
	75,482,470	0	0	0	3
Plant Accounts					4
Utility Plant in Service - Financed by Utility Operations or by the Municipality (101.1)	68,244,651				5
Utility Plant in Service - Contributed Plant (101.2)	6,395,941				6
Utility Plant Purchased or Sold (102)					7
Utility Plant Leased to Others (104)					8
Property Held for Future Use (105)					9
Completed Construction not Classified (106)					10
Construction Work in Progress (107)	3,834,392				11
Total Utility Plant	78,474,984	0	0	0	12
Accumulated Provision for Depreciation and Amortization					13
Accumulated Provision for Depreciation of Utility Plant in Service - Financed by Utility Operations or by the Municipality (111.1)	24,299,790				14
Accumulated Provision for Depreciation of Utility Plant in Service - Contributed Plant (111.2)	1,919,765				15
Accumulated Provision for Depreciation of Utility Plant Leased to Others (112)					16
Accumulated Provision for Depreciation of Property Held for Future Use (113)					17
Accumulated Provision for Amortization of Utility Plant in Service (114)					18
Accumulated Provision for Amortization of Utility Plant Leased to Others (115)					19
Accumulated Provision for Amortization of Property Held for Future Use (116)					20
Total Accumulated Provision	26,219,555	0	0	0	21
Accumulated Provision for Depreciation and Amortization					22
Utility Plant Acquisition Adjustments (117)					23
Accumulated Provision for Amortization of Utility Plant Acquisition Adjustments (118)					24
Other Utility Plant Adjustments (119)					25
Total Other Utility Plant Accounts	0	0	0	0	26
Net Utility Plant	52,255,429	0	0	0	27

Accumulated Provision for Depreciation of Utility Plant on Utility Plant Financed by Utility Operations or by the Municipality (Acct. 111.1)

Depreciation Accruals (Credits) during the year (111.1):

- g Report the amounts charged in the operating sections to Depreciation Expense (403).
- g If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
- g Report the Depreciation Expense on Meters charged to sewer operations as an addition in the Water Column. If the sewer is also a regulated utility by the PSC, report an equal amount as a reduction in the Sewer column.
- g Report all other accruals charged to other accounts, such as to clearing accounts.

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year (111.1)	22,894,397	0	0	0	22,894,397	1
Credits during year						2
Charged Depreciation Expense (403)	1,437,201				1,437,201	3
Depreciation Expense on Meters Charged to Sewer	216,680				216,680	4
Salvage	0				0	5
Depreciation charged to equipment clearing	58,558				58,558	6
Total credits	1,712,439	0	0	0	1,712,439	7
Debits during year						8
Book Cost of Plant Retired	307,046				307,046	9
Cost of Removal	0				0	10
Total debits	307,046	0	0	0	307,046	11
Balance end of year (111.1)	24,299,790	0	0	0	24,299,790	12

Accumulated Provision for Depreciation of Utility Plant on Contributed Plant in Service (Acct. 111.2)

Depreciation Accruals (Credits) during the year (111.2):

- g Report the amounts charged in the operating sections to Other Income Deductions (426).
- g If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
- g Report the Depreciation Expense on Meters charged to sewer operations as an addition in the Water Column. If the sewer is also a regulated utility by the PSC, report an equal amount as a reduction in the Sewer column.
- g Report all other accruals charged to other accounts, such as to clearing accounts.

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year (111.2)	1,797,422	0	0	0	1,797,422	1
Credits during year						2
Charged Other Income Deductions (426)	122,343				122,343	3
Depreciation Expense on Meters Charged to Sewer					0	4
Salvage	0				0	5
Total credits	122,343	0	0	0	122,343	6
Debits during year						7
Book Cost of Plant Retired	0				0	8
Cost of Removal	0				0	9
Total debits	0	0	0	0	0	10
Balance end of year (111.2)	1,919,765	0	0	0	1,919,765	11

Net Nonutility Property (Accts. 121 & 122)

- g Report separately each item of property with a book cost of \$5,000 or more included in account 121.
- g Other items may be grouped by classes of property.
- g Describe in detail any investment in sewer department carried in this account.

Description (a)	Balance First of Year (b)	Additions During Year (c)	Deductions During Year (d)	Balance End of Year (e)	
Nonregulated sewer plant	0			0	1
Total Nonutility Property (121)	0	0	0	0	2
Less accum. prov. depr. & amort. (122)	0			0	3
Net Nonutility Property	0	0	0	0	4

Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144)

Description (a)	Amount (b)	
Balance first of year	0	1
Additions		2
Provision for uncollectibles during year	0 *	3
Collection of accounts previously written off: Utility Customers	0	4
Collection of accounts previously written off: Others	0	5
Total Additions	0	6
Accounts Written Off		7
Accounts written off during the year: Utility Customers	0	8
Accounts written off during the year: Others	0	9
Total Accounts Written Off	0	10
Balance End of Year	0	11

Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144)

Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144) (Page F-12)**General Footnote**

The Sheboygan Water Utility uses the tax roll process, adding delinquent amounts to the tax roll, therefore no provision is made for uncollectible accounts.

Materials and Supplies

Account (a)	Generation (b)	Transmission (d)	Distribution (d)	Other (e)	Total End of Year (f)	Amount Prior Year (g)	
Electric Utility							1
Fuel (151)					0	0	2
Fuel stock expenses (152)					0	0	3
Plant mat. & oper. sup. (154)					0	0	4
Total Electric Utility	0	0	0	0	0	0	5

Account	Total End of Year	Amount Prior Year	
Electric utility total	0	0	1
Water utility (154)	223,046	277,191	2
Sewer utility (154)			3
Heating utility (154)			4
Gas utility (154)			5
Merchandise (155)			6
Other materials & supplies (156)			7
Stores expense (163)			8
Total Material and Supplies	223,046	277,191	9

Unamortized Debt Discount & Expense & Premium on Debt (Accts. 181 and 251)

Report net discount and expense or premium separately for each security issue.

Debt Issue to Which Related (a)	Written Off During Year		Balance End of Year (d)	
	Amount (b)	Account Charged or Credited (c)		
Unamortized debt discount & expense (181)				1
None				2
Total	0		0	3
Unamortized premium on debt (251)				4
Bond Premium	35,869	426	185,094	5
None				6
Total	35,869		185,094	7

Capital Paid in by Municipality (Acct. 200)

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D, sewer and privates) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Description (a)	Amount (b)	
Balance first of year	3,181,819	1
Balance end of year	3,181,819	2

Bonds (Acct. 221)

- g Report information required for each separate issue of bonds.
- g If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.
- g Proceeds advanced by the municipality from sale of general obligation bonds, if repayable by utility, should be included in account 223.
- g Enter interest rates in decimal form. For example, enter 6.75% as 0.0675

Description of Issue (a)	Date of Issue (b)	Final Maturity Date (c)	Interest Rate (d)	Principal Amount End of Year (e)	
2004 SAFE DRINKING WATER LOAN	03/10/2004	05/01/2023	2.75%	413,650	1
2013 WATER UTILITY REVENUE BONDS	04/03/2013	05/01/2033	2.00%	2,015,000	2
2015 SAFE DRINKING WATER LOAN	05/13/2015	05/01/2035	1.65%	2,241,481	3
2016 WATER UTILITY REVENUE BONDS	04/20/2016	04/20/2025	1.64%	935,000	4
2018 WATER UTILITY REVENUE BONDS	05/01/2018	05/01/2033	4.00%	3,785,000	5
2020 WATER UTILITY BOND ANTICIPATION NOTE	05/18/2020	05/01/2024	1.25%	3,100,000	6
Total				12,490,131	7

Notes Payable & Miscellaneous Long-Term Debt

- g Report each class of debt included in Accounts 223, 224 and 231.
- g Proceeds of general obligation issues, if subject to repayment by the utility, should be included in Account 223.
- g If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.
- g Enter interest rates in decimal form. For example, enter 6.75% as 0.0675

Account and Description of Obligation (a and b)	Date of Issue (c)	Final Maturity Date (d)	Interest Rate (e)	Principal Amount End of Year (f)	
Advances from Municipality (223)					1
UNFUNDED PENSION	03/15/2008	03/15/2027	2.00%	134,042	2
Total for Account 223				134,042	3

Taxes Accrued (Acct. 236)

Description (a)	Amount (b)	
Balance first of year	1,215,296	1
Charged water department expense	1,299,403	2
Charged electric department expense		3
Charged gas department expense		4
Charged sewer department expense	33,506	5
Total accruals and other credits	1,332,909	6
County, state and local taxes	1,215,352	7
Social Security taxes	125,212	8
PSC Remainder Assessment	10,156	9
Gross Receipts Tax		10
Total payments and other debits	1,350,720	11
Balance end of year	1,197,485	12

Interest Accrued (Acct. 237)

- g Report below interest accrued on each utility obligation.
- g Report customer deposits under account 235.

Description of Issue (a)	Interest Accrued Balance First of Year (b)	Interest Accrued During Year (c)	Interest Paid During Year (d)	Interest Accrued Balance End of Year (e)	
Bonds (221)	0	0	0	0	1
2004 SAFE DRINKING WATER LOAN \$3,152,000	838	63,258	63,725	371	2
2013 WATER UTILITY REVENUE BOND	10,854	13,196	14,106	9,944	3
2015 SAFE DRINKING WATER LOAN \$3,122,030	6,553	37,762	38,150	6,165	4
2016 WATER UTILITY REVENUE BONDS \$2,115,000	7,009	18,848	19,631	6,226	5
2018 WATER UTILITY REVENUE BONDS \$4,705,000	25,273	143,104	145,237	23,140	6
2020 WATER UTILITY BOND ANTICIP NOTE \$3,100,000	6,458	38,750	38,750	6,458	7
Subtotal Bonds (221)	56,985	314,918	319,599	52,304	8
Advances from Municipality (223)	0	0	0	0	9
UNFUNDED PENSION	4,760	7,016	6,696	5,080	10
Subtotal Advances from Municipality (223)	4,760	7,016	6,696	5,080	11
Other Long-Term Debt (224)	0	0	0	0	12
None				0	13
Subtotal Other Long-Term Debt (224)	0	0	0	0	14
Notes Payable (231)	0	0	0	0	15
None				0	16
Subtotal Notes Payable (231)	0	0	0	0	17
Customer Deposits (235)	0	0	0	0	18
None				0	19
Subtotal Customer Deposits (235)	0	0	0	0	20
Total	61,745	321,934	326,295	57,384	21

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Description (a)	Balance End of Year (b)	
Sinking Funds (125)	0	1
Bond Reserve Fund	668,414	2
Total (Acct. 125)	668,414	3
Cash and Working Funds (131)	0	4
Cash		5
Total (Acct. 131)	0	6
Temporary Cash Investments (136)	0	7
Temporary Cash Investments	8,295,071	8
Total (Acct. 136)	8,295,071	9
Customer Accounts Receivable (142)	0	10
Water	1,338,904	11
Total (Acct. 142)	1,338,904	12
Other Accounts Receivable (143)	0	13
Sewer (Non-regulated)		14
Merchandising, jobbing and contract work	267,259 *	15
Total (Acct. 143)	267,259	16
Receivables from Municipality (145)	0	17
Receivables for water main, laterals, and PFP	353,514 *	18
Total (Acct. 145)	353,514	19
Prepayments (165)	0	20
Prepayments	28,385	21
Total (Acct. 165)	28,385	22
Miscellaneous Current and Accrued Assets (174)	0	23
Deferred Outflow - Pension and OPEB	1,402,233	24
Total (Acct. 174)	1,402,233	25
Miscellaneous Deferred Debits (186)	0	26
Net Pension Asset	769,762	27
Total (Acct. 186)	769,762	28
Accounts Payable (232)	0	29
Accounts Payable	140,030	30
Total (Acct. 232)	140,030	31
Miscellaneous Current and Accrued Liabilities (242)	0	32

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Accrued Payroll	66,098	33
Deferred Inflow - Pension and OPEB	1,752,555	34
Total (Acct. 242)	1,818,653	35
Other Deferred Credits (253)	0	36
Regulatory Liability	50,222	37
Net Pension Liability	357,040	38
Total (Acct. 253)	407,262	39
Miscellaneous Operating Reserves (265)	0	40
Accrued Vacation & Sick Leave	704,207	41
Total (Acct. 265)	704,207	42

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Balance Sheet Detail - Other Accounts (Page F-22)

Explain amounts in Accounts 143, 145 and/or 233 in excess of \$10,000. Provide a short list or detailed description, but do not use terms such as other revenues, general, miscellaneous, or repeat the account title.

Acct #143 pertains to accounts receivable for grant reimbursements from the DNR Safe Drinking Water Loan Program principal forgiveness for replacing lead water service laterals in the City of Sheboygan.

Acct #145 pertains to receivables from the City of Sheboygan for water main assessments, water lateral assessments, shared locating services, and charges for billing and collecting sewer and garbage payments.

Return on Rate Base Computation

- g The data used in calculating rate base are averages.
- g Calculate those averages by summing the first-of-year and the end-of-year figures for each account and then dividing the sum by two.
- g For municipal utilities, do not include contributed plant in service, property held for future use, or construction work in progress with utility plant in service. These are not rate base components.
- g For private utilities, do not include property held for future use, or construction work in progress with utility plant in service. These are not rate base components.

Average Rate Base (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Add Average						1
Utility Plant in Service (101.1)	68,160,801				68,160,801	2
Materials and Supplies	250,118				250,118	3
Less Average						4
Reserve for Depreciation (111.1)	23,597,093				23,597,093	5
Customer Advances for Construction					0	6
Regulatory Liability	62,788				62,788	7
Average Net Rate Base	44,751,038	0	0	0	44,751,038	8
Net Operating Income	2,057,352				2,057,352	9
Net Operating Income as a percent of Average Net Rate Base	4.60%	N/A	N/A	N/A	4.60%	10

Regulatory Liability - Pre-2003 Historical Accumulated Depreciation on Contributed Utility Plant (253)

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year	75,354	0	0	0	75,354	1
Credits During Year					0	2
None					0	3
Charges (Deductions)					0	4
Miscellaneous Amortization (425)	25,132				25,132	5
Balance End of Year	50,222	0	0	0	50,222	6

Important Changes During the Year

Report changes of any of the following types:

1. Acquisitions

2. Leaseholder changes

3. Extensions of service

4. Estimated changes in revenues due to rate changes

Sheboygan Water Utility submitted a rate application to the Public Service Commission on 7/20/21 for an estimated increase of 7.17% to provide for a 4.9% rate of return. The rate increase is designed to include necessary costs for required infrastructure improvements and increasing operation and maintenance costs. A rate increase is expected to be implemented in early 2022.

5. Obligations incurred or assumed, excluding commercial paper

6. Formal proceedings with the Public Service Commission

Sheboygan Water Utility submitted a rate application to the Public Service Commission on 7/20/21 for an estimated increase of 7.17% to provide for a 4.9% rate of return. The rate increase is designed to include necessary costs for required infrastructure improvements and increasing operation and maintenance costs. A rate increase is expected to be implemented in early 2022.

7. Any additional matters

Water Operating Revenues & Expenses

Description (a)	This Year (b)	Last Year (c)	
Operating Revenues - Sales of Water			1
Sales of Water (460-467)	9,540,076	8,526,929	2
Total Sales of Water	9,540,076	8,526,929	3
Other Operating Revenues			4
Forfeited Discounts (470)	52,946	33,181	5
Rents from Water Property (472)	28,624	25,414	6
Interdepartmental Rents (473)	0	0	7
Other Water Revenues (474)	80,746	109,665	8
Total Other Operating Revenues	162,316	168,260	9
Total Operating Revenues	9,702,392	8,695,189	10
Operation and Maintenance Expenses			11
Source of Supply Expense (600-617)	8,990	8,980	12
Pumping Expenses (620-633)	753,398	715,736	13
Water Treatment Expenses (640-652)	1,166,744	1,132,143	14
Transmission and Distribution Expenses (660-678)	1,246,506	1,566,731	15
Customer Accounts Expenses (901-906)	264,655	257,777	16
Sales Expenses (910)	0	0	17
Administrative and General Expenses (920-932)	1,468,143	1,354,120	18
Total Operation and Maintenance Expenses	4,908,436	5,035,487	19
Other Operating Expenses			20
Depreciation Expense (403)	1,437,201	1,509,380	21
Amortization Expense (404-407)			22
Taxes (408)	1,299,403	1,312,384	23
Total Other Operating Expenses	2,736,604	2,821,764	24
Total Operating Expenses	7,645,040	7,857,251	25
NET OPERATING INCOME	2,057,352	837,938	26

Water Operating Revenues - Sales of Water

- g Where customer meters record cubic feet, multiply by 7.48 to obtain number of gallons.
- g Report estimated gallons for unmetered sales.
- g Sales to multiple dwelling buildings through a single meter serving 3 or more family units should be classified multifamily residential.
- g Account 460, Unmetered Sales to General Customers - Gallons of Water Sold should not include in any way quantity of water, i.e. metered or measured by tank of pool volume. The quantity should be estimated based on size of pipe, flow, foot of frontage, etc. Bulk water sales should be Account 460 if the quantity is estimated and should be Account 461 if metered or measured by volume. Water related to construction should be a measured sale of water (Account 461).
- g Report average number of individually-metered accounts (meters). The amount reported should be the average meter count. E.g. if a hospital has 5 meters, a total of 5 meters should be reported on this schedule in column b (Average No. of Customers).
- g Do not include meters or revenue billed under Schedule Am-1 (Additional Meter Rental Charge) in Account 461. Record revenues billed under Schedule Am-1 in Account 474.

Description (a)	Average No. Customer (b)	Thousand of Gallons of Water Sold (c)	Amount (d)	
Unmetered Sales to General Customers (460)				1
Residential (460.1)				2
Commercial (460.2)				3
Industrial (460.3)				4
Public Authority (460.4)				5
Multifamily Residential (460.5)				6
Irrigation (460.6)				7
Total Unmetered Sales to General Customers (460)	0	0	0	8
Metered Sales to General Customers (461)				9
Residential (461.1)	17,076	743,579	2,571,463	10
Commercial (461.2)	1,302	226,611	580,551	11
Industrial (461.3)	156	2,303,684	3,974,406	12
Public Authority (461.4)	123	49,703	125,008	13
Multifamily Residential (461.5)	296	124,441	299,574	14
Irrigation (461.6)				15
Total Metered Sales to General Customers (461)	18,953	3,448,018	7,551,002	16
Private Fire Protection Service (462)	281		126,139	17
Public Fire Protection Service (463)	19,109		920,579	18
Other Water Sales (465)				19
Sales for Resale (466)	2	688,836	942,356	20
Interdepartmental Sales (467)				21
Total Sales of Water	38,345	4,136,854	9,540,076	22

Sales for Resale (Acct. 466)

Use a separate line for each delivery point.

Customer Name (a)	Point of Delivery (b)	Thousands of Gallons Sold (c)	Revenues (d)	
Kohler Municipal Water Utility	TAYLOR DR & ERIE AVE	252,602	327,061	1
Sheboygan Falls Utilities	TAYLOR DR & HWY 23	436,234	615,295	2
Total		688,836	942,356	3

Other Operating Revenues (Water)

- g Report revenues relating to each account and fully describe each item using other than the account title.
- g Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D and privates) and all other lesser amounts grouped as Miscellaneous.
- g For a combined utility which also provides sewer service that is based upon water readings, report the return on net investment in meters charged to sewer department in Other Water Revenues (474).

Description (a)	Amount (b)	
Public Fire Protection Service (463)		1
Amount billed (usually per rate schedule F-1 or Fd-1)	920,579	2
Wholesale fire protection billed		3
Amount billed for fighting fires outside utility's service areas (usually per rate schedule F-2 or BW-1)		4
Total Public Fire Protection Service (463)	920,579	5
Forfeited Discounts (470)		6
Customer late payment charges	52,946	7
Total Forfeited Discounts (470)	52,946	8
Rents from Water Property (472)		9
Rent of tower for cellular antennas	28,624	10
Total Rents from Water Property (472)	28,624	11
Interdepartmental Rents (473)		12
None		13
Total Interdepartmental Rents (473)	0	14
Other Water Revenues (474)		15
Return on net investment in meters charged to sewer department	80,746 *	16
Total Other Water Revenues (474)	80,746	17

Other Operating Revenues (Water)

- g Report revenues relating to each account and fully describe each item using other than the account title.
- g Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D and privates) and all other lesser amounts grouped as Miscellaneous.
- g For a combined utility which also provides sewer service that is based upon water readings, report the return on net investment in meters charged to sewer department in Other Water Revenues (474).

Other Operating Revenues (Water) (Page W-04)

Explain all amounts in Account 474 in excess of \$10,000.

Revenue related to sewer only and sewer deduct charges, meter charges and tap charges.

Water Operation & Maintenance Expenses

- g Fully explain each expense account that has a difference between This Year and the previous three year average that is greater than 15 percent and \$10,000 (class AB), 15 percent and \$5,000 (class C), 15 percent and \$1,000 (class D). Include a breakdown of costs that contributed to the difference.
- g Class C and class D report all expenses in Other Expense (column c).

Description (a)	Labor Expense (b)	Other Expense (c)	Total This Year (d)	Last Year (e)	
SOURCE OF SUPPLY EXPENSES					1
Operation Supervision and Engineering (600)			0	0	2
Operation Labor and Expenses (601)			0	0	3
Purchased Water (602)			0	0	4
Miscellaneous Expenses (603)			0	0	5
Rents (604)			0	0	6
Maintenance Supervision and Engineering (610)			0	0	7
Maintenance of Structures and Improvements (611)			0	0	8
Maintenance of Collecting and Impounding Reservoirs (612)			0	0	9
Maintenance of Lake, River and Other Intakes (613)		8,990	8,990	8,980	10
Maintenance of Wells and Springs (614)			0	0	11
Maintenance of Supply Mains (616)			0	0	12
Maintenance of Miscellaneous Water Source Plant (617)			0	0	13
Total Source of Supply Expenses	0	8,990	8,990	8,980	14
PUMPING EXPENSES					15
Operation Supervision and Engineering (620)	36,774		36,774	36,373	16
Fuel for Power Production (621)			0	0	17
Power Production Labor and Expenses (622)			0	0	18
Fuel or Power Purchased for Pumping (623)		454,978	454,978	422,526	19
Pumping Labor and Expenses (624)			0	0	20
Expenses Transferred--Credit (625)			0	0	21
Miscellaneous Expenses (626)	5,642	66,963	72,605	104,209 *	22
Rents (627)			0	0	23
Maintenance Supervision and Engineering (630)	11,804		11,804	11,125	24
Maintenance of Structures and Improvements (631)	156,495	8,078	164,573	135,434 *	25
Maintenance of Power Production Equipment (632)			0	0	26
Maintenance of Pumping Equipment (633)	1,449	11,215	12,664	6,069	27
Total Pumping Expenses	212,164	541,234	753,398	715,736	28
WATER TREATMENT EXPENSES					29
Operation Supervision and Engineering (640)	31,561		31,561	33,266	30
Chemicals (641)		224,364	224,364	239,797	31
Operation Labor and Expenses (642)	479,163	336,768	815,931	767,948	32
Miscellaneous Expenses (643)	6,525	14,687	21,212	17,856	33
Rents (644)			0	0	34
Maintenance Supervision and Engineering (650)			0	0	35
Maintenance of Structures and Improvements (651)	42,651		42,651	57,476 *	36
Maintenance of Water Treatment Equipment (652)	9,649	21,376	31,025	15,800 *	37
Total Water Treatment Expenses	569,549	597,195	1,166,744	1,132,143	38
TRANSMISSION AND DISTRIBUTION EXPENSES					39
Operation Supervision and Engineering (660)	43,936		43,936	40,017	40

Water Operation & Maintenance Expenses

- g Fully explain each expense account that has a difference between This Year and the previous three year average that is greater than 15 percent and \$10,000 (class AB), 15 percent and \$5,000 (class C), 15 percent and \$1,000 (class D). Include a breakdown of costs that contributed to the difference.
- g Class C and class D report all expenses in Other Expense (column c).

Description (a)	Labor Expense (b)	Other Expense (c)	Total This Year (d)	Last Year (e)	
Storage Facilities Expenses (661)	8,849	15,295	24,144	22,559	41
Transmission and Distribution Lines Expenses (662)	69,320	30,259	99,579	139,526 *	42
Meter Expenses (663)	35,433	2,470	37,903	31,419	43
Customer Installations Expenses (664)	5,994	219,882	225,876	206,271	44
Miscellaneous Expenses (665)	102,831	27,167	129,998	141,297	45
Rents (666)			0	0	46
Maintenance Supervision and Engineering (670)			0	0	47
Maintenance of Structures and Improvements (671)	57,766	4,382	62,148	62,128	48
Maintenance of Distribution Reservoirs and Standpipes (672)	252	65,627	65,879	624,983 *	49
Maintenance of Transmission and Distribution Mains (673)	217,281	258,324	475,605	269,825 *	50
Maintenance of Services (675)	1,817	185	2,002	1,517	51
Maintenance of Meters (676)	24,108	6,850	30,958	22,408	52
Maintenance of Hydrants (677)	9,171	39,307	48,478	4,781 *	53
Maintenance of Miscellaneous Plant (678)			0	0	54
Total Transmission and Distribution Expenses	576,758	669,748	1,246,506	1,566,731	55
CUSTOMER ACCOUNTS EXPENSES					56
Supervision (901)	34,215		34,215	38,416	57
Meter Reading Expenses (902)	18,490	12,037	30,527	26,736	58
Customer Records and Collection Expenses (903)	132,865	62,451	195,316	190,315	59
Uncollectible Accounts (904)		4,597	4,597	2,310	60
Miscellaneous Customer Accounts Expenses (905)			0	0	61
Customer Service and Informational Expenses (906)			0	0	62
Total Customer Accounts Expenses	185,570	79,085	264,655	257,777	63
SALES EXPENSES					64
Sales Expenses (910)			0	0	65
Total Sales Expenses	0	0	0	0	66
ADMINISTRATIVE AND GENERAL EXPENSES					67
Administrative and General Salaries (920)	246,128		246,128	234,219	68
Office Supplies and Expenses (921)		16,899	16,899	25,390	69
Administrative Expenses Transferred--Credit (922)			0	0	70
Outside Services Employed (923)		82,376	82,376	35,393 *	71
Property Insurance (924)		45,074	45,074	46,587	72
Injuries and Damages (925)		48,471	48,471	42,459	73
Employee Pensions and Benefits (926)		942,157	942,157	905,203	74
Regulatory Commission Expenses (928)		28,558	28,558	14,679 *	75
Duplicate Charges--Credit (929)			0	0	76
Miscellaneous General Expenses (930)	2,675	44,770	47,445	28,566 *	77
Rents (931)			0	0	78
Maintenance of General Plant (932)		11,035	11,035	21,624 *	79
Total Administrative and General Expenses	248,803	1,219,340	1,468,143	1,354,120	80

Water Operation & Maintenance Expenses

- g Fully explain each expense account that has a difference between This Year and the previous three year average that is greater than 15 percent and \$10,000 (class AB), 15 percent and \$5,000 (class C), 15 percent and \$1,000 (class D). Include a breakdown of costs that contributed to the difference.
- g Class C and class D report all expenses in Other Expense (column c).

Description (a)	Labor Expense (b)	Other Expense (c)	Total This Year (d)	Last Year (e)	
TOTAL OPERATION AND MAINTENANCE EXPENSES	1,792,844	3,115,592	4,908,436	5,035,487	81

Water Operation & Maintenance Expenses

- g Fully explain each expense account that has a difference between This Year and the previous three year average that is greater than 15 percent and \$10,000 (class AB), 15 percent and \$5,000 (class C), 15 percent and \$1,000 (class D). Include a breakdown of costs that contributed to the difference.
- g Class C and class D report all expenses in Other Expense (column c).

Water Operation & Maintenance Expenses (Page W-05)

Explain all This Year amounts that are more than 15% and \$10,000 higher or lower than the Last Year amount. Please see the help document for examples.

Acct 626 - decrease in 2021 due to completion of a water system capacity study in 2020.
Acct 631 - increase in 2021 due to an increase in pumping structures maintenance at Park Avenue.
Acct 651 - decrease in 2021 due to emergency roof repairs at the water treatment plant in 2020.
Acct 652 - increase in 2021 due to replacement of UV bulbs in the water treatment plant.
Acct 662 - decrease in 2021 due to Covid leave allocated to home cost center and not to specific maintenance jobs.
Acct 672 - decrease in 2021 due to reservoir maintenance, painting of Georgia stand pipe.
Acct 673 - increase in 2021 due to resuming water main maintenance postponed from 2020 due to Covid.
Acct 677 - increase in 2021 due to resuming hydrant painting and maintenance postponed from 2020 due to Covid.
Acct 923 - increase in 2021 due to consulting fees for health insurance and IT security.
Acct 928 - increase in 2021 due to regulatory commission fees for review of a rate case.
Acct 930 - increase in 2021 due to payment for AWIA Risk and Resiliency work.
Acct 932 - decrease in 2021 due to remodel of office restrooms in 2020.

Taxes (Acct. 408 - Water)

When allocation of taxes is made between departments, explain method used.

Description of Tax (a)	This Year (b)	Last Year (c)	
Property Tax Equivalent	1,197,489	1,215,295	1
Less: Local and School Tax Equivalent on Meters Charged to Sewer Department	33,506	36,786	2
Net Property Tax Equivalent	1,163,983	1,178,509	3
Social Security	125,212	124,424	4
PSC Remainder Assessment	10,156	9,399	5
Town of Sheboygan Property Tax	52	52	6
Total Tax Expense	1,299,403	1,312,384	7

Water Property Tax Equivalent - Detail

- g No property tax equivalent shall be determined for sewer utilities or town sanitary district water utilities.
- g Tax rates are those issued in November (usually) of the year being reported and are available from the municipal treasurer. Report the tax rates in mills to six (6) decimal places.
- g The assessment ratio is available from the municipal treasurer. Report the ratio as a decimal to six (6) places.
- g The utility plant balance first of year should include the gross book values of plant in service (total of utility financed and contributed plant), property held for future use and construction work in progress.
- g An "other tax rate" is included in the "Net Local and School Tax Rate Calculation" to the extent that it is local. An example is a local library tax. Fully explain the rate in the Property Tax Equivalent schedule footnotes.
- g **Property Tax Equivalent - Total**
If the municipality has authorized a lower tax equivalent amount, the authorization description and date of the authorization must be included in the footnotes.

COUNTY: SHEBOYGAN(1)

SUMMARY OF TAX RATES

1. State Tax Rate	mills	0.000000
2. County Tax Rate	mills	5.894927
3. Local Tax Rate	mills	10.559321
4. School Tax Rate	mills	10.616277
5. Vocational School Tax Rate	mills	0.931413
6. Other Tax Rate - Local	mills	0.000000
7. Other Tax Rate - Non-Local	mills	0.000000
8. Total Tax Rate	mills	28.001938
9. Less: State Credit	mills	1.791533
11. Net Tax Rate	mills	26.210405

PROPERTY TAX EQUIVALENT CALCULATION

12. Local Tax Rate	mills	10.559321
13. Combined School Tax Rate	mills	11.547690
14. Other Tax Rate - Local	mills	0.000000
15. Total Local & School Tax Rate	mills	22.107011
16. Total Tax Rate	mills	28.001938
17. Ratio of Local and School Tax to Total	dec.	0.789481
18. Total Tax Net of State Credit	mills	26.210405
19. Net Local and School Tax Rate	mills	20.692629
20. Utility Plant, Jan 1	\$	75,482,470
21. Materials & Supplies	\$	277,191
22. Subtotal	\$	75,759,661
23. Less: Plant Outside Limits	\$	2,204,368
24. Taxable Assets	\$	73,555,293
25. Assessment Ratio	dec.	0.786760
26. Assessed Value	\$	57,870,362
27. Net Local and School Tax Rate	mills	20.692629
28. Tax Equiv. Computed for Current Year	\$	1,197,489

PROPERTY TAX EQUIVALENT - TOTAL

PROPERTY TAX EQUIVALENT CALCULATION

1. Utility Plant, Jan 1	\$	75,482,470
2. Materials & Supplies	\$	277,191
3. Subtotal	\$	75,759,661
4. Less: Plant Outside Limits	\$	2,204,368
5. Taxable Assets	\$	73,555,293
6. Assessed Value	\$	57,870,362
7. Tax Equiv. Computed for Current Year	\$	1,197,489
8. Tax Equivalent per 1994 PSC Report	\$	560,533
9. Amount of Lower Tax Equiv. as Authorized by Municipality for Current Year (see notes)	\$	
10. Tax Equivalent for Current Year (see notes)	\$	1,197,489

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- g All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- g Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- g For each account over \$50,000 (class AB) or \$25,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.
- g The treatment plant accounts have changed since 2008 and that they should confirm the dollar amounts are in the right account.
- g [PSC Uniform System of Accounts](#)

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
INTANGIBLE PLANT						1
Organization (301)	0				0	2
Franchises and Consents (302)	0				0	3
Miscellaneous Intangible Plant (303)	0				0	4
Total Intangible Plant	0	0	0	0	0	5
SOURCE OF SUPPLY PLANT						6
Land and Land Rights (310)	0				0	7
Structures and Improvements (311)	0				0	8
Collecting and Impounding Reservoirs (312)	0				0	9
Lake, River and Other Intakes (313)	627,615				627,615	10
Wells and Springs (314)	0				0	11
Supply Mains (316)	0				0	12
Other Water Source Plant (317)	0				0	13
Total Source of Supply Plant	627,615	0	0	0	627,615	14
PUMPING PLANT						15
Land and Land Rights (320)	2,475				2,475	16
Structures and Improvements (321)	2,633,461	9,720			2,643,181	17
Other Power Production Equipment (323)	553,250				553,250	18
Electric Pumping Equipment (325)	2,511,858				2,511,858	19
Diesel Pumping Equipment (326)	0				0	20
Other Pumping Equipment (328)	653,951				653,951	21
Total Pumping Plant	6,354,995	9,720	0	0	6,364,715	22
WATER TREATMENT PLANT						23
Land and Land Rights (330)	13,330				13,330	24
Structures and Improvements (331)	4,994,111	111,256	37,919		5,067,448 *	25
Sand or Other Media Filtration Equipment (332)	6,207,255	60,957	169,781		6,098,431 *	26
Membrane Filtration Equipment (333)	0				0	27
Other Water Treatment Equipment (334)	1,688,611				1,688,611	28
Total Water Treatment Plant	12,903,307	172,213	207,700	0	12,867,820	29
TRANSMISSION AND DISTRIBUTION PLANT						30
Land and Land Rights (340)	359,433				359,433	31
Structures and Improvements (341)	828,736				828,736	32
Distribution Reservoirs and Standpipes (342)	6,672,505				6,672,505	33
Transmission and Distribution Mains (343)	30,505,561	61,066	9,252		30,557,375 *	34
Services (345)	0				0	35
Meters (346)	4,544,879	107,366	34,984		4,617,261 *	36

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- g All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
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- g The treatment plant accounts have changed since 2008 and that they should confirm the dollar amounts are in the right account.
- g [PSC Uniform System of Accounts](#)

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
Hydrants (348)	2,404,528	37,329	12,270		2,429,587	37
Other Transmission and Distribution Plant (349)	0				0	38
Total Transmission and Distribution Plant	45,315,642	205,761	56,506	0	45,464,897	39
GENERAL PLANT						40
Land and Land Rights (389)	0				0	41
Structures and Improvements (390)	588,199				588,199	42
Office Furniture and Equipment (391)	77,615				77,615	43
Computer Equipment (391.1)	235,068	17,379	20,629		231,818	44
Transportation Equipment (392)	561,109				561,109	45
Stores Equipment (393)	0				0	46
Tools, Shop and Garage Equipment (394)	279,310	2,072	2,082		279,300	47
Laboratory Equipment (395)	31,709				31,709	48
Power Operated Equipment (396)	463,874				463,874	49
Communication Equipment (397)	60,501		129		60,372	50
SCADA Equipment (397.1)	578,008	67,600	20,000		625,608 *	51
Miscellaneous Equipment (398)	0				0	52
Total General Plant	2,875,393	87,051	42,840	0	2,919,604	53
Total utility plant in service directly assignable	68,076,952	474,745	307,046	0	68,244,651	54
Common Utility Plant Allocated to Water Department	0				0	55
TOTAL UTILITY PLANT IN SERVICE	68,076,952	474,745	307,046	0	68,244,651	56

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- g All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- g Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- g For each account over \$50,000 (class AB) or \$25,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.
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- g [PSC Uniform System of Accounts](#)

Water Utility Plant in Service - Plant Financed by Utility or Municipality (Page W-08)

Additions for one or more accounts exceed \$50,000, please explain. If applicable, provide construction authorization and PSC docket number.

Acct 331 - additions include shoreline revetment and rehabilitation along the plant and plant roof replacement.

Acct 332 - additions include replacement of shafts, paddles and bearings for west basin flocculation and replacement of filter plant turbidity unit.

Acct 343 - additions include water main replacement at several locations in the City of Sheboygan.

Acct 346 - additions include meter replacements and addition of radio read units at several locations in the City of Sheboygan.

Acct 397 - additions include SCADA replacements in the chemical and backwash panels.

Retirements for one or more accounts exceed \$50,000, please explain.

Acct 332 - retirements include two 2002 turbidimeters, one 2010 filter PID, one 2013 filter turbidimeter, and one 2010 sludge control panel.

Water Utility Plant in Service - Plant Financed by Contributions

- g All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- g Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- g For each account over \$50,000 (class AB) or \$25,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.
- g The treatment plant accounts have changed since 2008 and that they should confirm the dollar amounts are in the right account.
- g [PSC Uniform System of Accounts](#)

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
INTANGIBLE PLANT						1
Organization (301)	0				0	2
Franchises and Consents (302)	0				0	3
Miscellaneous Intangible Plant (303)	0				0	4
Total Intangible Plant	0	0	0	0	0	5
SOURCE OF SUPPLY PLANT						6
Land and Land Rights (310)	0				0	7
Structures and Improvements (311)	0				0	8
Collecting and Impounding Reservoirs (312)	0				0	9
Lake, River and Other Intakes (313)	0				0	10
Wells and Springs (314)	0				0	11
Supply Mains (316)	0				0	12
Other Water Source Plant (317)	0				0	13
Total Source of Supply Plant	0	0	0	0	0	14
PUMPING PLANT						15
Land and Land Rights (320)	0				0	16
Structures and Improvements (321)	0				0	17
Other Power Production Equipment (323)	0				0	18
Electric Pumping Equipment (325)	0				0	19
Diesel Pumping Equipment (326)	0				0	20
Other Pumping Equipment (328)	0				0	21
Total Pumping Plant	0	0	0	0	0	22
WATER TREATMENT PLANT						23
Land and Land Rights (330)	0				0	24
Structures and Improvements (331)	298,865				298,865	25
Sand or Other Media Filtration Equipment (332)	94,222				94,222	26
Membrane Filtration Equipment (333)	0				0	27
Other Water Treatment Equipment (334)	201,135				201,135	28
Total Water Treatment Plant	594,222	0	0	0	594,222	29
TRANSMISSION AND DISTRIBUTION PLANT						30
Land and Land Rights (340)	0				0	31
Structures and Improvements (341)	0				0	32
Distribution Reservoirs and Standpipes (342)	0				0	33
Transmission and Distribution Mains (343)	5,404,183				5,404,183	34
Services (345)	0				0	35
Meters (346)	0				0	36

Water Utility Plant in Service - Plant Financed by Contributions

- g All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- g Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- g For each account over \$50,000 (class AB) or \$25,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.
- g The treatment plant accounts have changed since 2008 and that they should confirm the dollar amounts are in the right account.
- g [PSC Uniform System of Accounts](#)

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
Hydrants (348)	397,536				397,536	37
Other Transmission and Distribution Plant (349)	0				0	38
Total Transmission and Distribution Plant	5,801,719	0	0	0	5,801,719	39
GENERAL PLANT						40
Land and Land Rights (389)	0				0	41
Structures and Improvements (390)	0				0	42
Office Furniture and Equipment (391)	0				0	43
Computer Equipment (391.1)	0				0	44
Transportation Equipment (392)	0				0	45
Stores Equipment (393)	0				0	46
Tools, Shop and Garage Equipment (394)	0				0	47
Laboratory Equipment (395)	0				0	48
Power Operated Equipment (396)	0				0	49
Communication Equipment (397)	0				0	50
SCADA Equipment (397.1)	0				0	51
Miscellaneous Equipment (398)	0				0	52
Total General Plant	0	0	0	0	0	53
Total utility plant in service directly assignable	6,395,941	0	0	0	6,395,941	54
Common Utility Plant Allocated to Water Department	0				0	55
TOTAL UTILITY PLANT IN SERVICE	6,395,941	0	0	0	6,395,941	56

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- g If more than one depreciation rate is used, report the average rate in column (c).
- g Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
SOURCE OF SUPPLY PLANT									1
Structures and Improvements (311)	0							0	2
Collecting and Impounding Reservoirs (312)	0							0	3
Lake, River and Other Intakes (313)	464,565	1.70%	10,669				2	475,236 *	4
Wells and Springs (314)	0							0	5
Supply Mains (316)	0							0	6
Other Water Source Plant (317)	0							0	7
Total Source of Supply Plant	464,565		10,669	0	0	0	2	475,236	8
PUMPING PLANT									9
Structures and Improvements (321)	1,010,003	3.20%	84,426					1,094,429	10
Other Power Production Equipment (323)	177,544	4.40%	24,343					201,887	11
Electric Pumping Equipment (325)	1,726,760	4.40%	110,523					1,837,283	12
Diesel Pumping Equipment (326)	0							0	13
Other Pumping Equipment (328)	653,951	4.40%						653,951	14
Total Pumping Plant	3,568,258		219,292	0	0	0	0	3,787,550	15
WATER TREATMENT PLANT									16
Structures and Improvements (331)	2,407,955	3.20%	160,985	37,919				2,531,021	17
Sand or Other Media Filtration Equipment (332)	2,824,988	3.30%	203,044	169,781				2,858,251	18
Membrane Filtration Equipment (333)	0							0	19
Other Water Treatment Equipment (334)	487,420	6.00%	101,317					588,737	20
Total Water Treatment Plant	5,720,363		465,346	207,700	0	0	0	5,978,009	21
TRANSMISSION AND DISTRIBUTION PLANT									22
Structures and Improvements (341)	569,537	3.20%	26,520					596,057	23
Distribution Reservoirs and Standpipes (342)	1,719,364	1.90%	126,778					1,846,142	24
Transmission and Distribution Mains (343)	5,733,212	1.30%	379,298	9,252				6,103,258	25
Services (345)	0							0	26
Meters (346)	2,347,400	5.50%	251,959	34,984				2,564,375	

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- g If more than one depreciation rate is used, report the average rate in column (c).
- g Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
Hydrants (348)	652,961	2.20%	49,074	12,270				689,765	28
Other Transmission and Distribution Plant (349)	0							0	29
Total Transmission and Distribution Plant	11,022,474		833,629	56,506	0	0	0	11,799,597	30
GENERAL PLANT									31
Structures and Improvements (390)	340,443	2.90%	16,768				(2)	357,209 *	32
Office Furniture and Equipment (391)	24,376	5.80%	4,502					28,878	33
Computer Equipment (391.1)	199,741	26.70%	18,630	20,629			(2)	197,740 *	34
Transportation Equipment (392)	534,768	13.30%	26,341					561,109	35
Stores Equipment (393)	0							0	36
Tools, Shop and Garage Equipment (394)	212,614	5.80%	16,200	2,082				226,732	37
Laboratory Equipment (395)	19,946	5.80%	1,839					21,785	38
Power Operated Equipment (396)	223,547	7.50%	34,791					258,338	39
Communication Equipment (397)	42,376	15.00%	9,066	129			(1)	51,312 *	40
SCADA Equipment (397.1)	520,926	9.20%	55,366	20,000				556,292	41
Miscellaneous Equipment (398)	0							0	42
Total General Plant	2,118,737		183,503	42,840	0	0	(5)	2,259,395	43
Total accum. prov. directly assignable	22,894,397		1,712,439	307,046	0	0	(3)	24,299,787	44
Common Utility Plant Allocated to Water Department	0							0	45
TOTAL ACCUM, PROV, FOR DEPRECIATION	22,894,397		1,712,439	307,046	0	0	(3)	24,299,787	46

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
 - g If more than one depreciation rate is used, report the average rate in column (c).
 - g Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality (Page W-10)**Adjustments are nonzero for one or more accounts, please explain.**Minor adjustments made to correct balances due to rounding.

Water Accumulated Provision for Depreciation - Plant Financed by Contributions

- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- g If more than one depreciation rate is used, report the average rate in column (c).
- g Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
SOURCE OF SUPPLY PLANT									1
Structures and Improvements (311)	0							0	2
Collecting and Impounding Reservoirs (312)	0							0	3
Lake, River and Other Intakes (313)	0							0	4
Wells and Springs (314)	0							0	5
Supply Mains (316)	0							0	6
Other Water Source Plant (317)	0							0	7
Total Source of Supply Plant	0		0	0	0	0	0	0	8
PUMPING PLANT									9
Structures and Improvements (321)	0							0	10
Other Power Production Equipment (323)	0							0	11
Electric Pumping Equipment (325)	0							0	12
Diesel Pumping Equipment (326)	0							0	13
Other Pumping Equipment (328)	0							0	14
Total Pumping Plant	0		0	0	0	0	0	0	15
WATER TREATMENT PLANT									16
Structures and Improvements (331)	33,474	3.20%	9,563					43,037	17
Sand or Other Media Filtration Equipment (332)	94,220	3.30%						94,220	18
Membrane Filtration Equipment (333)	0							0	19
Other Water Treatment Equipment (334)	64,852	6.00%	12,068					76,920	20
Total Water Treatment Plant	192,546		21,631	0	0	0	0	214,177	21
TRANSMISSION AND DISTRIBUTION PLANT									22
Structures and Improvements (341)	0							0	23
Distribution Reservoirs and Standpipes (342)	0							0	24
Transmission and Distribution Mains (343)	1,376,187	1.30%	87,866					1,464,053	25
Services (345)	0							0	26
Meters (346)	0							0	

Water Accumulated Provision for Depreciation - Plant Financed by Contributions

- g Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- g If more than one depreciation rate is used, report the average rate in column (c).
- g Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
Hydrants (348)	228,689	2.00%	12,846					241,535	28
Other Transmission and Distribution Plant (349)	0							0	29
Total Transmission and Distribution Plant	1,604,876		100,712	0	0	0	0	1,705,588	30
GENERAL PLANT									31
Structures and Improvements (390)	0							0	32
Office Furniture and Equipment (391)	0							0	33
Computer Equipment (391.1)	0							0	34
Transportation Equipment (392)	0							0	35
Stores Equipment (393)	0							0	36
Tools, Shop and Garage Equipment (394)	0							0	37
Laboratory Equipment (395)	0							0	38
Power Operated Equipment (396)	0							0	39
Communication Equipment (397)	0							0	40
SCADA Equipment (397.1)	0							0	41
Miscellaneous Equipment (398)	0							0	42
Total General Plant	0		0	0	0	0	0	0	43
Total accum. prov. directly assignable	1,797,422		122,343	0	0	0	0	1,919,765	44
Common Utility Plant Allocated to Water Department	0							0	45
TOTAL ACCUM, PROV, FOR DEPRECIATION	1,797,422		122,343	0	0	0	0	1,919,765	46

Age of Water Mains

- g If asset management, capital improvement, or other infrastructure-related documents are not available, the utility should consult other potential sources of information: the year the utility was formed, year of initial build-out area, year in which new developments, subdivisions, etc. were added. This information can be used to develop estimated figures.
- g If pipe diameter value is between those offered in the column, choose the diameter that is closest to the actual value.
- g Report all pipe larger than 36" diameter in the 36" category.

Pipe Size (a)	Feet of Main											Total (m)	
	pre-1900 (b)	1901-1920 (c)	1920-1940 (d)	1941-1960 (e)	1961-1970 (f)	1971-1980 (g)	1981-1990 (h)	1991-2000 (i)	2001-2010 (j)	2011-2020 (k)	2021-2030 (l)		
1.000					204							204	1
1.250		185	203									388	2
1.500				140	45							185	3
2.000		85										85	4
3.000		250										250	5
4.000	2,270	16,936	2,679	348	650	1,706				83	18	24,690	6
6.000	54,105	72,585	115,724	79,851	80,197	25,786	4,566	7,252	401	1,362	155	441,984	7
8.000	10,747	14,946	16,482	8,826	17,290	25,028	34,104	34,059	8,242	7,400	192	177,316	8
10.000	6,888	7,316	6,369	9,941	7,067	532	398			4	28	38,543	9
12.000	12,020	19,382	19,007	23,511	26,058	26,284	40,773	26,947	20,003	21,558	3,130	238,673	10
14.000			5,639									5,639	11
16.000	6,351	8,852	3,110	6,226	3,579	6,070	5,814	11,190	11,185	17,549		79,926	12
18.000	470					2,658						3,128	13
20.000		9,058		3,778				2,905	2,512	15,222		33,475	14
24.000						8,466		5,468	9,404	4,267		27,605	15
30.000			8,971		7,263	1,191			5,582			23,007	16
36.000							678					678	17
Total	92,851	149,595	178,184	132,621	142,353	97,721	86,333	87,821	57,329	67,445	3,523	1,095,776	18

Describe source of information used to develop data:

Electronic database using mapping software and systems.

Sources of Water Supply - Statistics

- g For Raw Water Withdrawn, use metered volume of untreated water withdrawn from the source.
- g For Finished Water Pumped, use metered volume of water pumped, adjusted for known meter errors. Describe known meter errors in Notes Section.
- g If Finished Water is not metered, use Raw Water Withdrawn and subtract estimated water used in treatment.

Month (a)	Sources of Water Supply (000's gal)						Total Gallons	
	Raw Water Withdrawn		Finished Water Pumped		Purchased Water (Imported)		Entering Distribution	
	Ground Water (b)	Surface Water (c)	Ground Water (d)	Surface Water (e)	Ground Water (f)	Surface Water (g)	System (h)	
January		356,125		329,758			329,758	1
February		329,799		357,533			357,533	2
March		368,518		368,300			368,300	3
April		348,902		344,733			344,733	4
May		357,138		351,002			351,002	5
June		418,595		419,571			419,571	6
July		422,275		422,264			422,264	7
August		449,424		447,941			447,941	8
September		409,005		405,178			405,178	9
October		396,709		391,698			391,698	10
November		351,585		344,495			344,495	11
December		347,996		340,174			340,174	12
TOTAL	0	4,556,071	0	4,522,647	0	0	4,522,647	13

Water Audit and Other Statistics

- g Where possible, report actual metered values. If water uses are not metered, estimate values for each line based on best available information. For assistance, refer to AWWA M36 Manual . Water Audits and Loss Control Programs.
- g For unbilled, unmetered gallons (line 16), include water used for system operation and maintenance and water used for non-regulated sewer utility.
- g If gallons estimated due to theft, data, and billing errors is unknown, multiply net gallons entering distribution system (line 3) by .0025.

Description (a)	Value (b)	
WATER AUDIT STATISTICS		1
Finished Water pumped or purchased (000s)	4,522,647	2
Less: Gallons (000s) sold to wholesale customers (exported water)	688,836	3
Subtotal: Net gallons (000s) entering distribution system	3,833,811	4
Less: Gallons (000s) sold to retail customers (billed, metered)	3448018	6
Less: Gallons (000s) sold to retail customers (billed, unmetered)	0	7
Gallons (000s) of Non-Revenue Water	385,793	8
Gallons (000s) of unbilled-metered (including customer use to prevent freezing)	0	9
Gallons (000s) of unbilled-unmetered (including unmetered flushing, fire protection)	15,024	10
Subtotal: Unbilled Authorized Consumption	15,024	11
Total Water Loss	370,769	12
Gallons (000s) estimated due to unauthorized consumption (includes theft) default option	1000	14
Gallons (000s) estimated due to data and billing errors	9584	15
Gallons (000s) estimated due to customer meter under-registration	2,000	16
Subtotal Apparent Losses	12,584	17
Gallons (000s) estimated due to reported leakage (mains, services, hydrants, overflows)	25,944	18
Gallons (000s) estimated due to unreported and background leakage	332,241	19
Subtotal Real Losses (leakage)	358,185	20
Non-Revenue Water as percentage of net water supplied	10%	21
Total Water Loss as percentage of net water supplied	10%	22
OTHER STATISTICS		23
Maximum gallons (000s) pumped by all methods in any one day during reporting year	17,207	24
Date of maximum	07/26/2021	25
Cause of maximum		26
Seasonal demand / usage increase		27
Minimum gallons (000s) pumped by all methods in any one day during reporting year	6,977	28
Date of minimum	12/25/2021	29
Total KWH used by the utility (including pumping, treatment facilities and other utility operations)	6,374,900	30
If water is purchased:		31
Vendor Name		32
Point of Delivery		33
Source of purchased water		34
Vendor Name (2)		35
Point of Delivery (2)		36
Source of purchased water (2)		37
Vendor Name (3)		38
Point of Delivery (3)		39
Source of purchased water (3)		40
Number of main breaks repaired this year	27	41
Number of service breaks repaired this year	20	42
Does the utility have an asset management plan?	Yes	43

Sources of Water Supply - Well Information

- g Enter characteristics for each of the utility's functional wells (regardless of whether it is ~~in~~ service ~~or~~ not).
- g Do not include abandoned wells on this schedule.
- g All abandoned wells should be retired from the plant accounts and no longer listed in the utility's annual report.
- g Abandoned wells should be permanently filled and sealed per Wisconsin Administrative codes Chapters NR811 and NR812.

- - - THIS SCHEDULE NOT APPLICABLE TO THIS UTILITY - - -

Sources of Water Supply - Intake Information

Description (a)	Distance From Shore (feet) (b)	Depth Below Surface (feet) (c)	Diameter (inches) (d)	
LAKE MICHIGAN 1	2,100	30	36	1
LAKE MICHIGAN 2	5,000	46	30	2

Pumping & Power Equipment

Identification (a)	Location (b)	Pump						Pump Motor or Standby Engine				
		DNR Well Id (c)	Primary Purpose (d)	Primary Destinatio n (e)	Year Installed (f)	Type (g)	Actual Capacity (gpm) (h)	Year Installed (i)	Year Actual Capacity Determined (j)	Type (k)	Horse- power (l)	
EE #1	4200 COUNTY RD OK		Booster	Distribution	2008	Centrifugal	350	2008	350	Electric	20	1
ERIE #1	4024 ERIE AVE		Booster	Distribution	2007	Centrifugal	4,200	2007	4000	Electric	200	2
ERIE #2	4024 ERIE AVE		Booster	Distribution	2007	Centrifugal	4,200	2007	4000	Electric	200	3
ERIE #3	4024 ERIE AVE		Booster	Distribution	2007	Centrifugal	4,200	2007	4000	Electric	200	4
ERIE GENERATOR	4024 ERIE AVE		Standby	Distribution	2007	Other	8,400	2007	8400	Natural Gas	500	5
GEORGIA #3	2935 GEORGIA AVE		Booster	Distribution	1971	Vertical Turbine	1,040	1971	1000	Electric	30	6
GEORGIA #4	2935 GEORGIA		Booster	Distribution	2000	Centrifugal	2,600	2008	2400	Electric	125	7
GEORGIA #5	2935 GEORGIA AVE		Booster	Distribution	2008	Centrifugal	5,000	2008	4800	Electric	200	8
GEORGIA #6	2935 GEORGIA AVE		Booster	Distribution	2019	Centrifugal	5,000	2019	4800	Electric	150	9
GEORGIA GENERATOR	2935 GEORGIA AVE		Standby	Distribution	2019	Other	5,000	2019	5000	Natural Gas	636	10
HIGH LIFT #1	72A PARK AVE HIGH LIFT		Primary	Distribution	1990	Centrifugal	10,069	1990	9999	Electric	700	11
HIGH LIFT #2	72A PARK AVE		Primary	Distribution	1937	Centrifugal	6,380	2005	5486	Electric	400	12
HIGH LIFT #3	72A PARK AVE HIGH LIFT		Primary	Distribution	1951	Centrifugal	6,800	2013	6180	Electric	350	13
HIGH LIFT #3 GAS	72A PARK AVE HIGH LIFT		Standby	Distribution	1951	Centrifugal	6,800	1990	6180	Natural Gas	400	14
HIGH LIFT #4	72A PARK AVE HIGH LIFT		Primary	Distribution	1990	Centrifugal	10,069	2004	9999	Electric	700	15
HIGH LIFT #4 GAS	72A PARK AVE		Standby	Distribution	1990	Centrifugal	10,069	1990	9999	Natural Gas	700	16
HIGH LIFT #5	72A PARK AVE HIGH LIFT		Primary	Distribution	1972	Centrifugal	10,000	2003	8900	Electric	700	17
LOW LIFT #6	72A PARK AVE LOW LIFT		Primary	Treatment	1980	Centrifugal	5,556	1992	5000	Electric	150	18
LOW LIFT #7	72A PARK AVE LOW LIFT		Standby	Treatment	1931	Centrifugal	8,400	1991	8000	Natural Gas	200	19
LOW LIFT #9	72A PARK AVE LOW LIFT		Primary	Treatment	1959	Centrifugal	9,000	2004	8700	Electric	150	20
LOWLIFT #8	72A PARK AVE LOW LIFT		Primary	Treatment	1991	Centrifugal	13,200	1991	9999	Electric	200	21

Pumping & Power Equipment

Identification (a)	Location (b)	Pump						Pump Motor or Standby Engine				
		DNR Well Id (c)	Primary Purpose (d)	Primary Destinatio n (e)	Year Installed (f)	Type (g)	Actual Capacity (gpm) (h)	Year Installed (i)	Year Actual Capacity Determined (j)	Type (k)	Horse- power (l)	
PLANT GENERATOR	72A PARK AVE		Standby	Treatment	1991	Other	9,000	1991	9000	Natural Gas	375	22
WASH PUMP #10	72A PARK AVE WASH PUMP		Primary	Treatment	1959	Centrifugal	5,200	1959	5200	Electric	100	23
WASH PUMP 2 #11	72A PARK AVE WASH PUMP		Standby	Treatment	2013	Centrifugal	8,000	2013	8000	Electric	200	24
WILGUS #1	3169 WILGUS AVE		Booster	Distribution	1986	Centrifugal	250	1986	250	Electric	7	25
WILGUS #2	3169 WILGUS AVE		Booster	Distribution	1986	Centrifugal	650	2006	250	Electric	20	26
WILGUS #2 GAS	3169 WILGUS AVE		Standby	Distribution	1986	Centrifugal	650	2011	250	Natural Gas	30	27
WILGUS #3	3169 WILGUS AVE		Booster	Distribution	1986	Centrifugal	1,500	2011	650	Electric	60	28

Reservoirs, Standpipes and Elevated Tanks

g Enter elevation difference between highest water level in Standpipe or Elevated Tank, (or Reservoir only on an elevated site) and the water main where the connection to the storage begins branching into the distribution system.

Facility Name (a)	Facility ID Site Code (b)	Year Constructed (c)	Type (d)	Primary Material (e)	Elevation Difference in Feet (f)	Total Capacity In Gallons (g)	
EE TOWER	1	1989	Elevated Tank	Steel	146	500,000	1
ERIE - NORTH	4	2007	Reservoir	Concrete	60	3,000,000	2
ERIE - SOUTH	5	2007	Reservoir	Concrete	60	3,000,000	3
GEORGIA AVE STANDPIPE	2	1959	Standpipe	Steel	104	2,000,000	4
Horizon Drive Tower	6	2019	Elevated Tank	Steel	120	600,000	5
TAYLOR	3	1933	Elevated Tank	Steel	54	4,000,000	6

Water Treatment Plant

- g Provide a generic description for (a). Do not give specific address of location.
- g Please select all that apply for (d) and (e). If Other is selected please explain in Notes (h).
- g Please identify the point of application for each treatment plant for (g). For example, please list each well or central treatment facility served by this unit.

Unit Description (a)	Year Constructed (b)	Rated Capacity (mgd) (c)	Disinfection (d)	Additional Treatment (e)	Fluoridated (f)	Point of Application (g)	Notes (h)
EE TOWER	1989	500000	x Ultraviolet Light x Liquid Chlorine _ Gas Chlorine _ Ozone _ Other _ None	x Flocculation/Sedimentation x Sand Filtration _ Activated Carbon Filtration _ Membrane Filtration _ Ion Exchange _ Iron/Manganese _ Nitrate Removal _ Radium Removal _ Corrosion _ Other	Yes	CENTRAL FACILITIES	1
ERIE AVE TWIN TANKS	2007	6000000	x Ultraviolet Light x Liquid Chlorine _ Gas Chlorine _ Ozone _ Other _ None	x Flocculation/Sedimentation x Sand Filtration _ Activated Carbon Filtration _ Membrane Filtration _ Ion Exchange _ Iron/Manganese _ Nitrate Removal _ Radium Removal _ Corrosion _ Other	Yes	CENTRAL FACILITIES	2
GEORGIA AVE STANDPIPE	1959	2000000	x Ultraviolet Light x Liquid Chlorine _ Gas Chlorine _ Ozone _ Other _ None	x Flocculation/Sedimentation x Sand Filtration _ Activated Carbon Filtration _ Membrane Filtration _ Ion Exchange _ Iron/Manganese _ Nitrate Removal _ Radium Removal _ Corrosion _ Other	Yes	CENTRAL FACILITIES	3
HORIZON TOWER	2019	600000	x Ultraviolet Light x Liquid Chlorine _ Gas Chlorine _ Ozone _ Other _ None	x Flocculation/Sedimentation x Sand Filtration _ Activated Carbon Filtration _ Membrane Filtration _ Ion Exchange _ Iron/Manganese _ Nitrate Removal _ Radium Removal _ Corrosion _ Other	Yes	CENTRAL FACILITIES	4

Water Treatment Plant

- g Provide a generic description for (a). Do not give specific address of location.
- g Please select all that apply for (d) and (e). If Other is selected please explain in Notes (h).
- g Please identify the point of application for each treatment plant for (g). For example, please list each well or central treatment facility served by this unit.

Unit Description (a)	Year Constructed (b)	Rated Capacity (mgd) (c)	Disinfection (d)	Additional Treatment (e)	Fluoridated (f)	Point of Application (g)	Notes (h)
TAYLOR	1933	4000000	x Ultraviolet Light x Liquid Chlorine _ Gas Chlorine _ Ozone _ Other _ None	x Flocculation/Sedimentation x Sand Filtration _ Activated Carbon Filtration _ Membrane Filtration _ Ion Exchange _ Iron/Manganese _ Nitrate Removal _ Radium Removal _ Corrosion _ Other	Yes	CENTRAL FACILITIES	5

Water Mains

- g Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- g Explain all reported adjustments as a schedule footnote.
- g For main additions reported in column (e), as a schedule footnote:
 Explain how the additions were funded.
 Also report the amount assessed and the feet of main recorded under this method.
 If installed by a developer, explain the basis of recording the cost of the additions, the total amount, and the feet of main recorded under this method.
- g Report all pipe larger than 36" in diameter in the 36" category.

Number of Feet							
Pipe Material (a)	Main Function (b)	Diameter (inches) (c)	First of Year (d)	Added During Year (e)	Retired During Year (f)	Adjustments Increase or (Decrease) (g)	End of Year (h)
Other Metal	Distribution	1	204				204
Other Metal	Distribution	1 1/4	388				388
Other Metal	Distribution	1 1/2	185				185
Other Plastic	Distribution	2	85				85
Other Metal	Distribution	3	250				250
Other Metal	Distribution	4	24,679		86		24,593
PVC	Distribution	4	58	19			77
Other Metal	Distribution	6	444,486	155	3,122		441,519
PVC	Distribution	6	242				242
Other Metal	Distribution	8	172,305		24		172,281
PVC	Distribution	8	1,291	192			1,483
Other Metal	Distribution	10	38,628		113		38,515
PVC	Distribution	10		28			28
Other Metal	Distribution	12	216,902	14	141		216,775
PVC	Distribution	12	8,295	3,115			11,410
Other Metal	Distribution	14	5,639				5,639
Other Metal	Distribution	16	77,049				77,049
PVC	Distribution	16	44				44
Other Metal	Distribution	18	3,128				3,128
Concrete	Transmission	20	3,430				3,430
Other Metal	Distribution	20	29,069				29,069
Other Metal	Distribution	24	5,389				5,389
Other Metal	Transmission	24	22,216				22,216
Other Metal	Distribution	30	9,772				9,772
Other Metal	Transmission	30	12,605				12,605
Other Metal	Transmission	36	678				678
Total Within Municipality			1,077,017	3,523	3,486		1,077,054
Other Metal	Distribution	6	210				210
Other Metal	Distribution	8	3,552				3,552
Other Metal	Distribution	12	10,471				10,471
Other Metal	Distribution	16	2,833				2,833
PVC	Distribution	20	976				976
Other Metal	Transmission	30	680				680
Total Outside Municipality			18,722				18,722

Water Mains

- g Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- g Explain all reported adjustments as a schedule footnote.
- g For main additions reported in column (e), as a schedule footnote:
 - Explain how the additions were funded.
 - Also report the amount assessed and the feet of main recorded under this method.
 - If installed by a developer, explain the basis of recording the cost of the additions, the total amount, and the feet of main recorded under this method.
- g Report all pipe larger than 36" diameter in the 48" category.

Pipe Material (a)	Main Function (b)	Diameter (inches) (c)	Number of Feet			Adjustments Increase or (Decrease) (g)	End of Year (h)	
			First of Year (d)	Added During Year (e)	Retired During Year (f)			
Total Utility			1,095,739	3,523	3,486		1,095,776	35

Water Mains

- g Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- g Explain all reported adjustments as a schedule footnote.
- g For main additions reported in column (e), as a schedule footnote:
 - Explain how the additions were funded.
 - Also report the amount assessed and the feet of main recorded under this method.
 - If installed by a developer, explain the basis of recording the cost of the additions, the total amount, and the feet of main recorded under this method.
- g Report all pipe larger than 16 in diameter in the 16 in category.

Water Mains (Page W-21)

Added During Year total is greater than zero, please explain financing following the criteria listed in the schedule headnotes.

Water mains added during 2021 were financed by regular water revenues; new properties within city limits are assessed on street frontage at the rate stated in municipal code; properties outside city limits are assessed on street frontage at the rate stated in municipal code and deferred to the city for payment.

General Footnote

The Sheboygan Water Utility continues to update water main records into an electronic database using mapping software and systems. The use of mapping tools has enabled the utility to more accurately account for water main in the distribution system. Adjustments, if any, are the result of continued work on this project.

Utility-Owned Water Service Lines

- g The utility's service line is the pipe from the main to and through the curb stop.
- g Explain all reported adjustments as a schedule footnote.
- g Report in column (h) the number of utility-owned service lines included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- g For service lines added during the year in column (d), as a schedule footnote:
 Explain how the additions were financed.
 If assessed against property owners, explain the basis of the assessments.
 If installed by a property owner or developer, explain the basis of recording the cost of the additions, the total amount and the number of service lines recorded under this method.
 If any were financed by application of Cz-1, provide the total amount recorded and the number of service lines recorded under this method.
- g Report service lines separately by diameter and pipe materials.

Pipe Material (a)	Diameter (inches) (b)	First of Year (c)	Added During Year (d)	Removed or Permanently Disconnected During Year (e)	Adjustments Increase or (Decrease) (f)	End of Year (g)	NOT in Use at End of Year (h)
Ductile Iron, Lined (late 1960's to present)	0.500	6			4	10	1
Galvanized	0.500	542		1	(26)	515	2
Lead	0.500	22			13	35	3
Copper	0.500	400			165	565	4
Other Plastic	0.500	76			35	111	5
Unlined Cast Iron (pre-early 1950's)	0.500	30			13	43	6
PVC	0.500				4	4	7
Unknown - May Contain Lead	0.500	1,958			(158)	1,800	8
Ductile Iron, Lined (late 1960's to present)	0.625	2			1	3	9
Galvanized	0.625	1			8	9	10
Lead	0.625	4,477		83	41	4,435	11
Copper	0.625				50	50	12
Other Plastic	0.625				38	38	13
Unknown - May Contain Lead	0.625	114			2	116	14
Ductile Iron, Lined (late 1960's to present)	0.750	22			25	47	15
Copper	0.750	6,623			86	6,709	16
Other Plastic	0.750	75			7	82	17
Unlined Cast Iron (pre-early 1950's)	0.750	10				10	18
Unknown - May Contain Lead	0.750	2,229			(174)	2,055	19
Ductile Iron, Lined (late 1960's to present)	1.000	14				14	20
Copper	1.000	1,660	4		(12)	1,652	21
Other Plastic	1.000	130	80		(104)	106	22
Unlined Cast Iron (pre-early 1950's)	1.000	4			1	5	23
Unknown - May Contain Lead	1.000	193			(18)	175	24
Ductile Iron, Lined (late 1960's to present)	1.250	1			(1)	0	25
Ductile Iron, Lined (late 1960's to present)	1.500	13			(1)	12	26
Other Plastic	1.500	116				116	27
Unknown - May Contain Lead	1.500	5			(4)	1	28

Utility-Owned Water Service Lines

- g The utility's service line is the pipe from the main to and through the curb stop.
- g Explain all reported adjustments as a schedule footnote.
- g Report in column (h) the number of utility-owned service lines included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- g For service lines added during the year in column (d), as a schedule footnote:
 Explain how the additions were financed.
 If assessed against property owners, explain the basis of the assessments.
 If installed by a property owner or developer, explain the basis of recording the cost of the additions, the total amount and the number of service lines recorded under this method.
 If any were financed by application of Cz-1, provide the total amount recorded and the number of service lines recorded under this method.
- g Report service lines separately by diameter and pipe materials.

Ductile Iron, Lined (late 1960's to present)	2.000	12		1	13	29	
Copper	2.000	1		(1)	0	30	
Other Plastic	2.000	4		(1)	3	31	
Unlined Cast Iron (pre-early 1950's)	2.000	2			2	32	
Unknown - May Contain Lead	2.000	37		(24)	13	33	
Ductile Iron, Lined (late 1960's to present)	2.500	1			1	34	
Ductile Iron, Lined (late 1960's to present)	3.000	5		(3)	2	35	
Lined Cast Iron (mide-1950's to early 1970)	3.000	3			3	36	
PVC	3.000	3		(2)	1	37	
Unknown - May Contain Lead	3.000	5		(5)	0	38	
Ductile Iron, Lined (late 1960's to present)	4.000	29		(11)	18	39	
Unlined Cast Iron (pre-early 1950's)	4.000	33		(7)	26	40	
Unknown - Does Not Contain Lead	4.000	10		(6)	4	41	
Ductile Iron, Lined (late 1960's to present)	6.000	32		(9)	23	42	
Unlined Cast Iron (pre-early 1950's)	6.000	19			19	43	
PVC	6.000	2			2	44	
Unknown - Does Not Contain Lead	6.000	32		(4)	28	45	
Ductile Iron, Lined (late 1960's to present)	8.000	64		(13)	51	46	
Unlined Cast Iron (pre-early 1950's)	8.000	25		1	26	47	
PVC	8.000	9			9	48	
Ductile Iron, Lined (late 1960's to present)	10.000	1			1	49	
Unlined Cast Iron (pre-early 1950's)	10.000	4			4	50	
Copper	12.000	1			1	51	
Unlined Cast Iron (pre-early 1950's)	12.000	4			4	52	
Unlined Cast Iron (pre-early 1950's)	30.000	1			1	53	
Utility Total		19,062	84	84	(89)	18,973	54

Utility-Owned Water Service Lines

- g The utility's service line is the pipe from the main to and through the curb stop.
- g Explain all reported adjustments as a schedule footnote.
- g Report in column (h) the number of utility-owned service lines included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- g For service lines added during the year in column (d), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If installed by a property owner or developer, explain the basis of recording the cost of the additions, the total amount and the number of service lines recorded under this method.
 - If any were financed by application of Cz-1, provide the total amount recorded and the number of service lines recorded under this method.
- g Report service lines separately by diameter and pipe materials.

Utility-Owned Water Service Lines (Page W-22)

Additions are greater than zero AND Additions on both of the Plant in Service schedules (Account 345) are zero, please explain.

The Sheboygan Water Utility does not own any portion of water service lines in the City of Sheboygan. Water service lines from the water main to the meter setting are owned by property owners. Water service lines are not recorded as plant or assets on the utility's financial statements.

Additions are greater than zero, please explain financing by following criteria listed in the schedule headnotes.

Lead water service lines added in 2021 from the water main to the curb stop were financed by Sheboygan Water Utility Lead Water Service Replacement Program using a combination of 50% grant up to \$2,500 and zero interest loans. The amount remaining after the grant may also be paid in full, or in part, by the property owner.

Adjustments are nonzero for one or more accounts, please explain.

The Sheboygan Water Utility does not own any portion of water service lines. Utility staff are working to identify water service line material and diameter. Adjustments are the result of on-going research and updating utility records as materials and/or diameter are identified through various methods.

General Footnote

Water service laterals counted for this report were obtained using utility records, plumber's records, and electronic databases. Because the utility does not own any portion of the lateral, there are a number of them where the material and/or diameter are unknown at this time. As of the date of this report, unknown total 4,209.

Retirements are greater than zero AND Retirements on both of the Plant in Service schedules (Account 345) are zero, please explain.

The Sheboygan Water Utility does not own any portion of water service lines in the City of Sheboygan. Water service lines from the water main to the meter setting are owned by property owners. Water service lines are not recorded as plant or assets on the utility's financial statements.

Total Utility-Owned Service Not In Use at End of Year is reported as zero, please explain.

All functioning and active water service lines were in use at year end.

Meters

- g Include in Columns (b-f) meters in stock as well as those in service.
- g Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- g Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- g Totals by size in Column (f) should equal same size totals in Column (s).
- g Explain all reported adjustments as schedule footnote.
- g Do not include station meters in the meter inventory used to complete these tables.

Number of Utility-Owned Meters**Classification of All Meters at End of Year by Customers**

Size of Meter (a)	First of Year (b)	Added During Year (c)	Retired During Year (d)	Adjust. Increase or Decrease (e)	End of Year (f)	Tested During Year (g)	Residential (h)	Commercial (i)	Industrial (j)	Public Authority (k)	Multifamily Residential (l)	Irrigation (m)	Wholesale (n)	Inter-Departmental (o)	Utility Use (p)	Additional Meters (q)	In Stock (r)	Total (s)	
3/4	18,853	1,104	851	30	19,136	734	17,044	902	57	17	109					47	960	19,136	1
1	383	20	1		402	7	54	225	27	28	37					9	22	402	2
1 1/2	242		1		241	21	5	83	14	27	79					7	26	241	* 3
2	237		3		234	50		74	32	38	55					9	26	234	* 4
3	55	10	7		58	26		20	7	10	16						5	58	* 5
4	20		0		20	8		3	9	2	1						5	20	* 6
6	8		0		8	7			7				1					8	* 7
8	5		0		5	4			3				1				1	5	* 8
10	2		0		2	2							2					2	9
Total	19,805	1,134	863	30	20,106	859	17,103	1,307	156	122	297		4			72	1,045	20,106	10

Meters

- g

Include in Columns (b-f) meters in stock as well as those in service.
- g

Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- g

Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- g

Totals by size in Column (f) should equal same size totals in Column (s).
- g

Explain all reported adjustments as schedule footnote.
- g

Do not include station meters in the meter inventory used to complete these tables.

1. Indicate your residential meter replacement schedule:

Meters tested once every 10 years and replaced as needed

☒ All meters replaced within 20 years of installation

Other schedule as approved by PSC

2. Indicate the method(s) used to read customer meters

☒ Manually - inside the premises or remote register (# of meter: 860)

☒ Automatic meter reading (AMR), drive or walk by technology, wand or touchpad (# of meter: 18201)

Advanced Metering Infrastructure (AMI) - fixed network

Other

Meters

- g Include in Columns (b-f) meters in stock as well as those in service.
- g Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- g Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- g Totals by size in Column (f) should equal same size totals in Column (s).
- g Explain all reported adjustments as schedule footnote.
- g Do not include station meters in the meter inventory used to complete these tables.

Meters (Page W-23)

Adjustments are nonzero for one or more meter sizes, please explain.

All adjustments are reclassifications made by the Utility to correct previously reported meter counts and/or inventory counts.

Wisconsin Administrative Code requires that meters 1 1/2 and 2 inches be tested or replaced every 4 years. You did not meet these requirements. Please explain your program for testing and replacing meters.

Remaining untested meters are less than 4 years old or were tested within the prior 4 year period.

Wisconsin Administrative Code requires that meters 3 and 4 inches be tested or replaced every 2 years. You did not meet these requirements. Please explain your program for testing and replacing meters.

Remaining untested meters are less than 2 years old or were tested within the prior 2 year period.

Wisconsin Administrative Code requires that meters 6 inches and larger be tested or replaced every year. You did not meet these requirements. Please explain your program for testing and replacing meters.

One 1 1/2" meter remains new and in inventory. One 1 1/2" meter was not tested due to meter setting repairs needed. Will be tested in 2022.

Hydrants and Distribution System Valves

- g Distinguish between fire and flushing hydrants by lead size.
Fire hydrants normally have a lead size of 6 inches or greater.
Record as a flushing hydrant where the lead size is less than 6 inches or if pressure is inadequate to provide fire flow.
- g Explain all reported adjustments in the schedule footnotes.
- g Report fire hydrants as within or outside the municipal boundaries.
- g Number of hydrants operated during year means: opened and water withdrawn.
- g Number of distribution valves operated during year means: fully opened and closed (exercised).

Hydrant Type (a)	Number In Service First of Year (b)	Added During Year (c)	Removed During Year (d)	Adjustments Increase or (Decrease) (e)	Number In Service End of Year (f)	
Fire - Outside Municipality	47				47	1
Fire - Within Municipality	2,022	30	21		2,031	2
Total Fire Hydrants	2,069	30	21	0	2,078	3
Flushing Hydrants	0				0	4

NR810.13(2)(a) recommends that a schedule shall be adopted and followed for operating each system valve and hydrant at least once each two years. Please provide the number operated during the year.

Number of Hydrants operated during year	1,071
Number of Distribution System Valves end of year	3,294
Number of Distribution Valves operated during Year	668

List of All Station and Wholesale Meters

- g Definition of Station Meter is any meter in service not used to measure customer consumption.
- g Definition of Wholesale Meter is any meter used to measure sales to other utilities.
- g Retail customer meters should not be included in this inventory.

Purpose (a)	Meter Size (inches) (b)	Location or Description (c)	Type (d)	Date of Last Meter Test (e)	
Station Meter	>= 24-inch	High Lift (east)	Magnetic	11/03/2020	1
Station Meter	>= 24-inch	High Lift (west)	Magnetic	11/03/2020	2
Station Meter	>= 24-inch	Low Lift (east/west)	Magnetic	11/03/2020	3
Station Meter	>= 24-inch	Low Lift (south)	Magnetic	11/03/2020	4
Wholesale Meter	6	Kohler South 3925 Washington	Turbine	12/09/2021	5
Wholesale Meter	8	Kohler 3400 Union Ave	Turbine	04/14/2022	* 6
Wholesale Meter	10	Kohler North 3207 Erie Ave	Magnetic	12/13/2021	7
Wholesale Meter	10	Sheboygan Falls 927 N Taylor	Turbine	12/13/2021	8

List of All Station and Wholesale Meters

- g Definition of Station Meter is any meter in service not used to measure customer consumption.
- g Definition of Wholesale Meter is any meter used to measure sales to other utilities.
- g Retail customer meters should not be included in this inventory.

List of All Station and Wholesale Meters (Page W-26)

Wisconsin Administrative Code requires that station meters be tested for accuracy at least once every 2 years. The Utility did not meet these requirements. Please explain the Utility's program for testing and replacing meters.

All meters are in compliance. The 8" wholesale turbine meter was not able to be tested in 2021 and was tested on 4/14/22.

Water Conservation Programs

- g List all water conservation-related expenditures for the reporting year. Include administrative costs, customer outreach and education, other program costs, and payments for rebates and other customer incentives. Do not include leak detection, other water loss program costs.
- g If the Commission has approved conservation program expenses, these should be charged to Account 186. Otherwise, these expenses are reported in Account 906 on Schedule W-05 (Account 691 for class D utilities).

Item Description (a)	Expenditures (b)	Number of Rebates (c)	Water Savings Gallons (d)	
Administrative and General Expenses				1
Program Administration	0	0	0	2
Customer Outreach & Education	0	0	0	3
Other Program Costs	0	0	0	4
Total Administrative and General Expenses	0	0	0	5
Customer Incentives				6
Residential Toilets	0	0	0	7
Multifamily/Commercial Toilets	0	0	0	8
Faucets	0	0	0	9
Showerheads	0	0	0	10
Clothes Washers	0	0	0	11
Dishwashers	0	0	0	12
Smart Irrigation Controller	0	0	0	13
Commercial Pre-Rinse Spray Valves	0	0	0	14
Cost Sharing Projects (Nonresidential Customers)	0	0	0	15
Customer Water Audits	0	0	0	16
Other Incentives	0	0	0	17
Total Customer Incentives	0	0	0	18
TOTAL CONSERVATION	0	0	0	19

Water Customers Served

- g List the number of customer accounts in each municipality for which your utility provides retail general service. Do not include wholesale customers or fire protection accounts.
- g Per Wisconsin state statute, a city, village, town or sanitary district owning water plant or equipment may serve customers outside its corporate limits, including adjoining municipalities. For purposes of this schedule, customers located ~~within~~ Muni Boundary ~~A~~ refers to those located inside the jurisdiction that owns the water utility.

Municipality (a)	Customers End of Year (b)	
Kohler (Village)	1	1
Sheboygan (City) **	18,949	2
Sheboygan Falls (City)	1	3
Sheboygan Falls (Town)	2	4
Total - Sheboygan County	18,953	5
Total - Customers Served	18,953	6
Total - Outside Muni Boundary	4	7
Total - Within Muni Boundary **	18,949	8

** = Within municipal boundary

Privately-Owned Water Service Lines

- g The privately owned service line is the pipe from the curb stop to the meter.
- g Explain all reported adjustments in columns(f) as a schedule footnote.
- g Report in column (h) the number of privately-owned service lines included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- g Separate reporting of service lines by diameter and pipe material.

Pipe Material (a)	Diameter (inches) (b)	First of Year (c)	Added During Year (d)	Removed or Permanently Disconnected During Year (e)	Adjustments Increase or (Decrease) (f)	End of Year (g)	Customer Owned Service Laterals Not in Use at End of Year (i)	Replaced During Year Using Financial Assistance from Utility (h)
Galvanized	0.500	749		1	(2)	746		1
Lead	0.500	334			43	377		2
Copper	0.500	385			205	590		3
Other Plastic	0.500	37			35	72		4
Unknown - May Contain Lead	0.500	1,432			(218)	1,214		5
Galvanized	0.625	1			3	4		6
Lead	0.625	4,688		71	102	4,719		7
Copper	0.625	1			49	50		8
Other Plastic	0.625				46	46		9
Unknown - May Contain Lead	0.625	122			(90)	32		10
Galvanized	0.750	26			8	34		11
Lead	0.750	323		1	25	347		12
Copper	0.750	6,723			439	7,162		13
Other Plastic	0.750	140			13	153		14
Unknown - May Contain Lead	0.750	2,086			(539)	1,547		15
Copper	1.000	1,185	3		(1)	1,187		16
Other Plastic	1.000	152	70		(84)	138		17
Unknown - May Contain Lead	1.000	192			(11)	181		18
Unknown - May Contain Lead	1.250	1			(1)	0		19
Other Plastic	1.500	107			(3)	104		20
Unknown - May Contain Lead	1.500	23			(4)	19		21
Galvanized	2.000	1			(1)	0		22
Copper	2.000	1			1	2		23
Other Plastic	2.000	1			2	3		24
Unknown - May Contain Lead	2.000	53			(32)	21		25
Ductile Iron, Lined (late 1960's to present)	2.500	1			(1)	0		26
Unknown - May Contain Lead	3.000	3			2	5		27
Unknown - Does Not Contain Lead	4.000	93			(45)	48		28
Other Plastic	6.000	1			(1)	0		29
Unknown - Does Not Contain Lead	6.000	86			(14)	72		30
Ductile Iron, Lined (late 1960's to present)	8.000	93			(8)	85		31
Copper	8.000	7			(7)	0		32
PVC	8.000	2				2		33

Privately-Owned Water Service Lines

- g The privately owned service line is the pipe from the curb stop to the meter.
- g Explain all reported adjustments in columns(f) as a schedule footnote.
- g Report in column (h) the number of privately-owned service lines included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- g Separate reporting of service lines by diameter and pipe material.

Ductile Iron, Lined (late 1960's to present)	10.000	4				4		34
Unlined Cast Iron (pre-early 1950's)	10.000	1				1		35
PVC	10.000	2				2		36
Unlined Cast Iron (pre-early 1950's)	12.000	5				5		37
Unlined Cast Iron (pre-early 1950's)	30.000	1				1		38
Utility Total		19,062	73	73	(89)	18,973		39

Privately-Owned Water Service Lines

- g The privately owned service line is the pipe from the curb stop to the meter.
- g Explain all reported adjustments in columns(f) as a schedule footnote.
- g Report in column (h) the number of privately-owned service lines included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- g Separate reporting of service lines by diameter and pipe material.

Privately-Owned Water Service Lines (Page W-29)

General Footnote

The Sheboygan Water Utility does not own any portion of water service laterals in the City of Sheboygan. Property owners own the full length of water service laterals from the water main to the meter setting. Replacement of water service laterals that are not lead or galvanized are paid for by the property owner. Water service laterals that are lead or galvanized are funded by Sheboygan Water Utility Lead Water Service Lateral Replacement Program through a combination of 50% grant up to \$2,500 and zero interest loans.

Utility staff are working to identify water service lateral material and diameter. Since Sheboygan Water Utility does not own any portion of the water service lateral, identification is challenging and will take several years. Adjustments are the result of on-going research and updating utility records as materials and diameter are identified through various methods.

Water service laterals counted for this report were obtained using utility records, plumber's records, and electronic databases. Because the utility does not own any portion of the lateral, there are a number of them where the material and/or diameter are unknown at this time. As of the date of this report, unknown total 3,139.

Water Residential Customer Data – Disconnection, Arrears, and Tax Roll

- g For disconnection notices sent to residential customers for non-payment, report only the 10-day disconnection notice (e.g., printed on bill, separate mailed notice, etc.) for residential customers, and do not count subsequent reminders, such as 5-day notices, door tags or other personal contact attempts.
- g For residential customers, include any account that includes a service being used primarily for residential living, including multifamily residential.
- g For residential arrears, include billed amounts past due and unpaid.
- g Q: ¿Qué se incluye en el informe de morosidad residencial? A: Se incluyen los montos de mora por servicios utilizados principalmente para fines residenciales, como viviendas multifamiliares.
- g Q: ¿Qué se excluye del informe de morosidad residencial? A: Se excluyen los avisos de desconexión enviados a clientes residenciales por no pago, solo el aviso de desconexión de 10 días (por ejemplo, impreso en la factura, en un correo postal separado, etc.) para clientes residenciales, y no se cuentan recordatorios posteriores, como avisos de 5 días, etiquetas de puerta o intentos de contacto personal.

	Description (a)	Amount (b)
Disconnections		
1.	Total number of disconnection notices sent to residential customers for non-payment during the year	674
2.	Total number of residential disconnections of service performed for non-payment during the year	79
Arrears		
1.	Total number of residential customers with arrears as of December 31	2,152
2.	Total dollar amount of residential customer arrears as of December 31	96,927
Tax Roll		
1.	Total number of residential customers with arrears placed on the tax roll	3,808
2.	Total dollar amount of residential arrears placed on the tax roll	273,398
	Footnotes	No

VIII

R. C. No. 22 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 6, 2022.

Your 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.

_____	_____
_____	_____
_____	_____
	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. 3 - 22 - 23. By Alderpersons Felde and Ackley. May 2, 2022.

A RESOLUTION 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.

WHEREAS, it is the mutual desire of the City of Sheboygan and the Sheboygan Area School District to provide the Sheboygan Area Public Schools with liaison officers from the Sheboygan Police Department; and

WHEREAS, the school liaison officer program promotes the public safety and welfare of the City; and

WHEREAS, the City and the school district have agreed to equally finance the cost of the school liaison officer program.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor, City Clerk and Finance Director are hereby authorized and directed to enter into agreement with the Sheboygan Area School District for the provision of school liaison officers from the Sheboygan Police Department to the Sheboygan Area Public Schools for the five-year period from July 1, 2022 through June 30, 2027, in accordance with the terms and conditions of the attached agreement, which is made a part hereof.

Barbara Felde
Beth 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

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN
AND
SHEBOYGAN AREA SCHOOL DISTRICT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the City of Sheboygan, hereinafter referred to as the "**CITY**," and the Sheboygan Area School District, hereinafter referred to as the "**DISTRICT**."

WHEREAS, it is the mutual desire of the **CITY** and the **DISTRICT** to provide the Sheboygan area public high schools and middle schools with five (5) School Liaison officers from the Sheboygan Police Department; and

WHEREAS, the **CITY** and the **DISTRICT** have agreed to equally finance the cost of the high school and the middle school liaison program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

1. The Sheboygan Police Department shall assign, on a full-time basis, a total of five (5) Police Officers to act as school liaison officers as follows:
 - a. One (1) officer to each of the **DISTRICT'S** two (2) public high schools, commencing July 1, 2022.
 - b. Three (3) officers to cover all three (3) of the **DISTRICT'S** public middle schools, commencing July 1, 2022.
2. Said department's assigned officers shall continue to maintain their identity as police officers and be answerable as such to their superiors in the department.
3. The **CITY** shall budget, be responsible for and pay the remaining fifty percent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include, but not be limited to, the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
4. The **DISTRICT** shall budget, be responsible for and pay the remaining fifty percent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include but not be limited to the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
5. The **DISTRICT** agrees to pay the **CITY** its portion of the SROs' cost as a flat fee to be billed in twelve equal installments. This amount shall be adjusted annually by any actual cost adjustment realized by the **CITY** or the **DISTRICT**. The annual amount to be paid by the **DISTRICT** shall be determined and agreed upon by **CITY** and **DISTRICT** Finance Departments before October 1 of the preceding calendar year.

6. The **DISTRICT** shall pay its portion of the liaison officers' salaries at the end of each month and upon receipt of a billing statement from the City Finance Director/Treasurer. Payment received by the **CITY** will be credited back to the Police Department salary account.

7. The term of this Agreement shall be five (5) years, commencing the latter of the 1st day of July 2022 or the date executed by the parties, and ending on June 30, 2027.

8. Nothing contained herein and agreed to by these parties shall abrogate the **CITY'S** responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the five (5) assigned liaison officers as required by federal, state or local law.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

FOR THE CITY

FOR THE DISTRICT

Ryan Sorenson, Mayor

Board President

Meredith DeBruin, City Clerk

Board Member

COUNTERSIGNED:

COUNTERSIGNED:

Kaitlyn Krueger, Finance Director

Seth Harvatine, Superintendent of Schools

This Agreement is authorized by and in accordance with Res. No. ____ - ____ - ____.

Examined and Approved as to Form and

Execution this ____ day of _____, 2022.

Charles C. Adams, City Attorney

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN
AND
SHEBOYGAN AREA SCHOOL DISTRICT

THIS AGREEMENT, made this 28 day of June, 2022, by and between the City of Sheboygan, hereinafter referred to as the "**CITY**," and the Sheboygan Area School District, hereinafter referred to as the "**DISTRICT**." JV

WHEREAS, it is the mutual desire of the **CITY** and the **DISTRICT** to provide the Sheboygan area public high schools and middle schools with five (5) School Liaison officers from the Sheboygan Police Department; and

WHEREAS, the **CITY** and the **DISTRICT** have agreed to equally finance the cost of the high school and the middle school liaison program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

1. The Sheboygan Police Department shall assign, on a full-time basis, a total of five (5) Police Officers to act as school liaison officers as follows:
 - a. One (1) officer to each of the **DISTRICT'S** two (2) public high schools, commencing July 1, 2022.
 - b. Three (3) officers to cover all three (3) of the **DISTRICT'S** public middle schools, commencing July 1, 2022.
2. Said department's assigned officers shall continue to maintain their identity as police officers and be answerable as such to their superiors in the department.
3. The **CITY** shall budget, be responsible for and pay the remaining fifty percent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include, but not be limited to, the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
4. The **DISTRICT** shall budget, be responsible for and pay the remaining fifty percent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include but not be limited to the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
5. The **DISTRICT** agrees to pay the **CITY** its portion of the SROs' cost as a flat fee to be billed in twelve equal installments. This amount shall be adjusted annually by any actual cost adjustment realized by the **CITY** or the **DISTRICT**. The annual amount to be paid by the **DISTRICT** shall be determined and agreed upon by **CITY** and **DISTRICT** Finance Departments before October 1 of the preceding calendar year.

6. The **DISTRICT** shall pay its portion of the liaison officers' salaries at the end of each month and upon receipt of a billing statement from the City Finance Director/Treasurer. Payment received by the **CITY** will be credited back to the Police Department salary account.

7. The term of this Agreement shall be five (5) years, commencing the latter of the 1st day of July 2022 or the date executed by the parties, and ending on June 30, 2027.

8. Nothing contained herein and agreed to by these parties shall abrogate the **CITY'S** responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the five (5) assigned liaison officers as required by federal, state or local law.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

FOR THE CITY

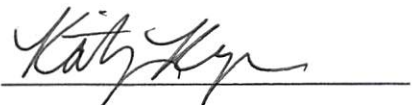


Ryan Sorenson, Mayor



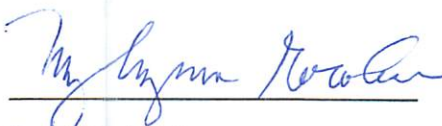
Meredith DeBruin, City Clerk

COUNTERSIGNED:




Kaitlyn Krueger, Finance Director

FOR THE DISTRICT

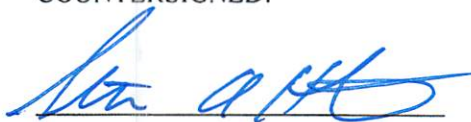


Board President



Board Member

COUNTERSIGNED:

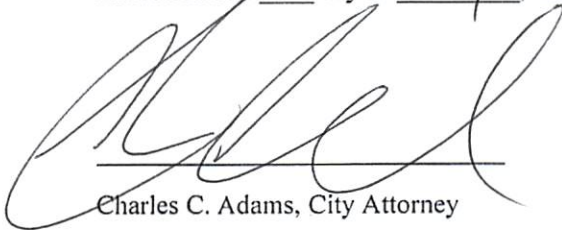


Seth Harvatine, Superintendent of Schools

This Agreement is authorized by and in accordance with Res. No. 3-22-23.

Examined and Approved as to Form and

Execution this 13 day of July, 2022.



Charles C. Adams, City Attorney

IX

R. C. No. 21 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 6, 2022.

Your 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.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

Gen. Ord. No. 1 - 22 - 23. By Alderpersons Felde and Ackley. May 16, 2022.

AN ORDINANCE 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.

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

Section 1. Sec. 74-56 of the Municipal Code entitled "Alcohol possession/consumption" is hereby repealed and recreated in subsections (e) and (f) thereof so as to read as follows:

"Sec. 74-56. - Alcohol possession/consumption.

. . .

(e) A group or organization that has a temporary Class "B" or a temporary "Class B" alcohol "picnic" license may also serve and permit the consumption of fermented malt beverages and of wine in any city park, subject to the terms of the license, and subject to subsection (f) below.

(f) If any group or organization serves fermented malt beverages or wine at any event pursuant to a permit issued under section 74-42, no person shall, during the course of the event, carry into the park plastic containers, glass bottles or metallic cans containing alcoholic beverages, except the sponsor of the event, who may transport kegs, barrels, bottles, or cans into the park for the purpose of serving fermented malt beverages and/or wine.

. . ."

LHPS

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

Barbara Felde

afayr

Betty Becky

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

IV

R. C. No. 20 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 6, 2022.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 16-22-23
by City Clerk submitting various license applications; recommends granting
the applications with caveats:

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3412	Local Press Eatery	502 S. 8 th Street

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3412	Local Press Eatery	502 S. 8 th Street - One day event to be held 6/7/22: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8 th Street east of the south east corner of the existing premises, and the center of 8 th Street where 8 th meets Pennsylvania Avenues south edge.
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3412 Local Press Eatery

502 S. 8th Street - One day event to be held 6/28/22: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 7/5/22: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 7/12/22: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

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3412 Local Press Eatery

502 S. 8th Street - One day event to be held 8/2/22: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

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3412 Local Press Eatery

502 S. 8th Street - One day event to be held 8/30/22: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

2518 Time and a Half

2518 N. 15th Street - One day event to be held 6-17-22 to include current premise and front of building on 15th Street from fence to corner of 15th and Martin Avenue and side of building from driveway to corner of 15th Street and Martin.

*Grant License #2518 contingent upon obtaining a street festival permit and confirming that they will maintain the required 5-foot walkway required by the Americans with Disabilities Act

*Grant all License #1926 events contingent upon obtaining a street festival permit

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 6/7/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

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1926 Il Ritrovo

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1926 Il Ritrovo

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1926 Il Ritrovo

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 _____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 16 - 22 - 23. By CITY CLERK. May 25, 2022.

Submitting various license applications.

City Clerk

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3412	Local Press Eatery	502 S. 8 th Street

CHANGE OF PREMISE

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CHPS

Pennsylvania Avenues south edge.

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~~III~~

R. C. No. 19 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 6, 2022.

Your Committee to whom was referred R. O. No. 15-22-23 by City Clerk
submitting various license applications; recommends granting the
applications contingent upon obtaining street festival permits.

_____	_____
_____	_____
_____	_____
	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

28

Item 13.

R. O. No. 15 - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

No. Name

Address

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/7/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/14/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/21/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th

LHPS

Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/28/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/5/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/12/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/19/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise,

the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/26/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/2/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/9/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/16/22: Temporarily add to the existing premises the area within the following four points: The north

west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/23/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/30/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 6/23/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 6/30/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue),

And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 7/7/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - Two day event to be held 7/16/22 and 7/17/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), and the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 7/21/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 7/28/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 8/4/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 8/11/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin

Avenue, 6th Street, & New York Avenue),
And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be
held 8/18/22: to include all of JMKAC
grounds, JMKAC circle driveway, JMKAC
parking lot, the four streets surrounding
the Arts Center (7th Street, Wisconsin
Avenue, 6th Street, & New York Avenue),
And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be
held 6/25/22: to include the City Green
and 7th Street between New York Avenue
and Wisconsin Avenue.

R. C. No. 18 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 6, 2022.

Your Committee to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends granting the following applications with various caveats:

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3484	Jimmy Johns	506 S. 8 th 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 th 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 th Street
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 th Street
3517	Union Asian Market LLC (Union Asian Market)	2022 S. 17 th Street

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
	*Grant contingent upon correction of the described premises so that it does not overlap with License #3362	
3476	Meharjot Investment LLC (Gill C-Store)	610 S. 14 th Street
3496	Goodside Grocery Food Co-Op (Goodside Grocery Food)	1131 N. 8 th Street
3382	Meijer Stores Limited Partnership (Meijer Gas Station #305)	902 N. Taylor Drive
3287	Sheboygan Minimart LLC (Sheboygan BP)	1030 S. 14 th Street

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2022) (NEW)

3540	North Shore Property Management, Inc. (North Shore Nook)	510 S. Pier Drive
	*was incorrectly labeled on R. O. No. 14-22-23 as "Class B" Liquor	

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 th Street
3526	Fast Fill Inc. (Fast Fill)	1508 S. 8 th Street
3192	Founder Three Management Company (Harbor Centre Marina)	821 Broughton Drive
3243	Harbor Petroleum LLC (Sheboygan Harbor Petro)	905 Indiana Avenue
	*Grant contingent upon correction of the described premises so that it does not overlap with License #3531	
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 th Street
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 th 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>
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue

"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 th Street
3461	HCM Hospitality LLC (Bar 43 At Harbor Center Marina)	821 Broughton Drive
3254	Bookworm Gardens Inc (Bookworm Gardens)	1415 Campus Drive
	*Grant contingent upon receipt of a remaining auxiliary questionnaire from a newly appointed officer	
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 th Street
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue
	*Grant contingent upon the continued following of requirements imposed by staff upon the operations of the tavern in lieu of filing a revocation proceeding against the license	
3536	Denny's Bar LLC (Denny's Bar)	2140 Calumet Drive
3515	Sack Realty LLC (Dog House)	2123 N. 15 th Street
2373	Maltscoop Corp (The Duke Of Devon)	739 Riverfront Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 th Street
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3136	Sack Realty LLC (Franks Place)	3023 N. 15 th Street
1799	James T Passmore (George Michaels)	513 N. 8 th 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 th Street
1926 Trattoria Stefano Inc. (Il Ritrovo)	515 S. 8 th 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
1199 Playdium Lanes of Sheboygan, Inc. (Lakeshore Lanes)	2519 S. Business Drive
3271 Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 th 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
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 th Street
3404 Sheboygan Scenic Bar LLC (Scenic Bar)	1635 Indiana Avenue
3504 Screammers II LLC (Screammers)	2201 N. 15 th Street
*Grant contingent upon receipt of a remaining auxiliary questionnaire from an offier	
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 th Street

3325 Power Pubs, LLC (Sheboygan Biergarten)	511 Kiwanis Park Drive
1337 Sheboygan Elks Lodge #299 (Sheboygan Elks Lodge #299)	1943 Erie Avenue
*Grant contingent upon receipt of a remaining auxiliary questionnaire from a newly appointed officer	
1286 Riverside Boat Club Inc. (CLUB) (Sheboygan Riverside Boat Club)	1228A Wisconsin Avenue
1353 Sheboygan Yacht Club Inc. (Sheboygan Yacht Club)	214 Pennsylvania Avenue
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 th 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 th 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 th Street
1412 Trattoria Stefano Inc. (Trattoria Stefano)	522 S. 8 th Street
3307 Umi Sushi & Steak House Inc. (Umi Sushi & Steak House)	519 N. 8 th Street
*Grant contingent upon receipt of a remaining auxiliary questionnaire from an officer	
3373 Union Tap Bar LLC (Union Tap Bar)	1401 Union Avenue
3119 Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8 th Street
2100 Final Quest LLC (Whats Up)	1635 Michigan Avenue
3250 Final Quest LLC (Work Zone Bar and Grill)	4604 S. Business Drive
*There is no license to renew (applied for by license #3538)	
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
*Grant contingent upon correction of the described premises so that it does not overlap with License #2984		
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
*Grant contingent upon correction of the described premises so that it does not overlap with License #3243		
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
*Grant contingent upon the proper appointment of a successor agent		
3018	Tina Nguyen (Pho VN)	2209 S. Business Drive
*Grant contingent upon receipt by the City Clerk of the complete application (including needed information about the owning entity/individual) and a seller's permit form.		
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue

3358 Athanasios Inc. 1402 S. 8th Street
(The Greek Corner)

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

3542 Cocina Mi Familia LLC 1423 Union Avenue
(Cocina Mi Familia)

3531 Harbor Petroleum LLC 905 Indiana Avenue
(Harbor Bar and Grill)

*Grant contingent upon correction of the described premises so that it does not overlap with License #3243

3034 Family Entertainment, LLC 3226 Kohler Memorial Drive
(Marc Cinemas)

*Grant contingent upon the proper appointment of a successor agent

3018 Tina Nguyen 2209 S. Business Drive
(Pho VN)

*Grant contingent upon receipt by the City Clerk of the complete application (including needed information about the owning entity/individual) and a seller's permit form.

3407 Two Fingers LLC 1410 Indiana Avenue
(Taqueria Sheboygan)

3358 Athanasios Inc. 1402 S. 8th Street
(The Greek Corner)

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3387	Sheboygan Vapor	3116 S. Business Drive
_____	_____	_____
_____	_____	_____
_____	_____	_____

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VIII

R. C. No. 17 - 22 - 23. By PUBLIC WORKS COMMITTEE. June 6, 2022.

Your 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.

_____ 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. 19 - 22 - 23. By Alderpersons Dekker and Perrella. May 16, 2022.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2021 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2021 CMAR.

BE IT FURTHER RESOLVED: That the 2021 CMAR be accepted and placed on file.

Dean Dekker
Alderman Gary Perrella

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/9/2022 2021

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	9.1294	x	201	x	8.34	=	15,299
February	8.8106	x	189	x	8.34	=	13,851
March	12.0421	x	131	x	8.34	=	13,204
April	10.5718	x	154	x	8.34	=	13,542
May	10.7151	x	166	x	8.34	=	14,795
June	9.8631	x	175	x	8.34	=	14,414
July	11.4246	x	154	x	8.34	=	14,662
August	10.9131	x	172	x	8.34	=	15,655
September	9.5219	x	198	x	8.34	=	15,755
October	8.9691	x	189	x	8.34	=	14,163
November	8.2332	x	214	x	8.34	=	14,723
December	8.2522	x	227	x	8.34	=	15,653

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/9/2022 2021

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

☒ Yes Enter last calibration date (MM/DD/YYYY)
2021-08-12

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

☒ Yes

☒ Yes

☐ Yes

☐ No

☐ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes 510078 gallons

☐ No

Holding Tanks

☒ Yes 4905550 gallons

☐ No

Grease Traps

☐ Yes 0 gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was unaffected as a result of receiving these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

N/A

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/9/2022 2021

☒ Yes

☐ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

We received industrial dairy wastes and process was unaffected.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/9/2022 2021

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	3	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	4	1	0	0
October	25	22.5	3	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	3	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☐ Yes Enter last calibration date (MM/DD/YYYY)

☒ No

If No, please explain:

We do not have an effluent flow meter.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

There were no issues with treatment during 2021.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

☒ No

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/9/2022 2021

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

☐ Yes

☒ No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	5	1	0	0
March	30	27	4	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	2	1	0	0
July	30	27	4	1	0	0
August	30	27	2	1	0	0
September	30	27	3	1	0	0
October	30	27	4	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January									
February									
March									
April	23		3.517	0					
May									
June									
July									
August									
September									
October									
November	23		8.58	0					
December	23		3.168	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.323	1	0
February	.9	0.284	1	0
March	.9	0.317	1	0
April	.9	0.220	1	0
May	.9	0.255	1	0
June	.9	0.225	1	0
July	.9	0.355	1	0
August	.9	0.384	1	0
September	.9	0.375	1	0
October	.9	0.403	1	0
November	.9	0.364	1	0
December	.9	0.318	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
☒ Publicly Distributed Exceptional Quality Biosolids
☐ Hauled to another permitted facility
☐ Landfilled
☐ Incinerated
☒ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Biosolids are sold to an outside contractor for use as a soil conditioner.

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - EQ Dried Sludge - Dryer

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41			7.3												0	0
Cadmium		39			.96												0	0
Copper		1500			420												0	0
Lead		300			22.3												0	0
Mercury		17			.24												0	0
Molybdenum	60		75		10.1											0		0
Nickel					24.2											0		0
Selenium					<1.3											0		0
Zinc		2800			646												0	0

Outfall No. 005 - EQ Dried Sludge - Silo

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75				6.8		5.2		4.8	6.1		6.6			0	0
Cadmium		39	85				.92		.73		.75	.93		.91			0	0
Copper		1500	4300				461		429		410	400		434			0	0
Lead		300	840				24.4		22.4		28	31.2		29.3			0	0
Mercury		17	57				.19		.25		.36	.52		.46			0	0
Molybdenum	60		75				11.1		9.4		10.4	10.7		14.7		0		0
Nickel	336		420				27.1		25.1		26.9	27.1		29.3		0		0
Selenium	80		100				3.8		4		4.9	<2.5		5.2		0		0
Zinc		2800	7500				694		623		679	659		789			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

○ Yes

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0

- No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?
Has the source of the metals been identified?

N/A

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2021 - 02/28/2021
Density:	64
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge Dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2021 - 04/30/2021
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Dried Biosolids - Dryer

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2021 - 06/30/2021
Density:	19
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 08/31/2021
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2021 - 10/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2021 - 12/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Heat Drying utilizing Biosolids Dryer

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2021 - 04/30/2021
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Dried Biosolids - Silo

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2021 - 06/30/2021
Density:	20
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 08/31/2021
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2021 - 10/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process.

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2021 - 12/31/2021
Density:	15
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Heat Drying utilizing Biosolids Dryer

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Method Date:	02/22/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97

Outfall Number:	005
Method Date:	04/12/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

Outfall Number:	005
Method Date:	06/14/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.10

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Last Updated: Reporting For:
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Outfall Number:	005	
Method Date:	08/16/2021	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	97.60	
Outfall Number:	005	0
Method Date:	09/20/2021	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	100	
Outfall Number:	005	
Method Date:	11/02/2021	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	95	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>No outstanding issues were encountered in 2021.</p> </div>		

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"> ● Yes ○ No <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 2px;">N/A</div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; padding: 2px;">N/A</div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"> ● Yes ○ No <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 2px;">N/A</div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"> ● Yes (Continue with question 2) <input type="checkbox"/> ○ No (40 points) <input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"> ● Yes ○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"> ● Yes ○ Paper file system ● Computer system ○ Both paper and computer system ○ No (10 points) 	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"> ● Yes ○ No 	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"> ○ Excellent ● Very good ○ Good ○ Fair ○ Poor <p>Describe your rating:</p>	

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Replaced 2 clarifier drives, screening controls were added, rebuilt 1 influent screen, rebuilt 2 raw pumps. We continue to rebuild our critical equipment to improve overall plant reliability.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

STEVEN B JOSSART

Certification No:

12990

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				X
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

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- OIT and Basic Certification:
- Averaging 6 or more CECs per year.
 - Averaging less than 6 CECs per year.
- Advanced Certification:
- Averaging 8 or more CECs per year.
 - Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name:

Kaitlyn Krueger

Telephone:

920-459-3440

(XXX) XXX-XXXX

E-Mail Address
(optional):

Kaitlyn.Krueger@sheboyganwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- Yes (0 points) ☐
- No (40 points)

If No, please explain:

N/A

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2021

- 0-2 years ago (0 points) ☐
- 3 or more years ago (20 points) ☐
- N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- Yes (0 points)
- No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2021

- 1-2 years ago (0 points) ☐
- 3 or more years ago (20 points) ☐
- N/A

If N/A, please explain:

N/A

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 1,865,340.12

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 1,865,340.12

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 109,859.48

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,975,199.60

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

N/A

3.3 What amount should be in your Replacement Fund? \$ 1,975,199.60

0

Please note: If you had a CWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing the last primary and secondary clarifier drives. The plan is to replace each clarifier drive over the course of the next 1 - 2 years.	225000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anaerobic zones.	900000	2023
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	5000000	2027
4	Replacement aeration blower.	375000	2025
5	Update 6th and Pershing Lift Station. The lift station will be painted and the controls and electrical will be upgraded.	125000	2023
6	Paint Indiana Lift Station. The lift station cans will be cleaned and painted.	100000	2024
7	Bleach and Bisulfite Tank Replacement	250000	2024
8	Administrative Building HVAC Controls and air conditioning unit. The Admin building will be broken up into zones and the heating and air conditioning controls will be updated along with replacement of the air conditioning unit.	5500000	2024
9	Ferric Chloride Tank Replacement	150000	2025
10	Grit System Modifications. Baffles will be installed in the pista grit to improve both low and high flow performance.	125000	2025
11	Replace heat exchangers for the anaerobic digesters.	400000	2023

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12	Final Effluent Pumping system replacement	75000	2023
13	Dryer Maintenance beams Installation	75000	2023
14	North Avenue lift station generator control upgrades	40000	2024
15	North Avenue lift station controls upgrade	50000	2025
16	Replace north entrance gates to treatment plant	50000	2025
17	Paint North Avenue lift station	100000	2025
18	Administration Building roof replacement	550000	2026
19	Indiana Avenue lift station isolation wet well	450000	2026
20	Kentucky Avenue lift station upgrade	3400000	2027
21	Replace Influent building roof	450000	2027

5. Financial Management General Comments

Rates have been adequate to support the plant and capital project plans.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	53,344	387
February	54,545	603
March	59,628	248
April	60,811	96
May	45,166	38
June	46,142	2
July	54,286	0
August	44,735	0
September	41,267	0
October	40,658	13
November	36,627	109
December	45,371	427
Total	582,580	1,923
Average	48,548	214

6.1.2 Comments:

N/A

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System

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- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

N/A

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We are looking to install VFD's at Kentucky Avenue lift station and changing lighting to LED.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

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TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	540,900	283.01	1,911	474.27	1,140	5,131
February	453,600	246.70	1,839	387.83	1,170	10,922
March	532,800	373.31	1,427	409.32	1,302	23,090
April	576,000	317.15	1,816	406.26	1,418	22,291
May	527,400	332.17	1,588	458.65	1,150	14,220
June	627,300	295.89	2,120	432.42	1,451	8,861
July	651,600	354.16	1,840	454.52	1,434	5,355
August	612,000	338.31	1,809	485.31	1,261	5,111
September	630,900	285.66	2,209	472.65	1,335	6,286
October	541,800	278.04	1,949	439.05	1,234	2,216
November	489,600	247.00	1,982	441.69	1,108	8,925
December	531,000	255.82	2,076	485.24	1,094	938
Total	6,714,900	3,607.22		5,347.21		113,346
Average	559,575	300.60	1,881	445.60	1,258	9,446

7.1.2 Comments:

N/A

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Process water system pumping

7.2.2 Comments:

N/A

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

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We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

☒ Flared Off

☒ Building Heat

☒ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☐ No

☒ Yes

☒ Entire facility

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operation and maintenance. Improve sewer infrastructure through sewer replacement and lining. Eliminate sanitary sewer overflows.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan Sewer Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-05-12

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
 - ☒ New sewer and building sewer design, construction, installation, testing and inspection
 - ☒ Rehabilitated sewer and lift station installation, testing and inspection
 - ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - ☒ Fat, oil and grease control
 - ☒ Enforcement procedures for sewer use non-compliance
 - ☒ Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- ☒ Equipment and replacement part inventories
 - ☒ Up-to-date sewer system map

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☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

☒ A description of routine operation and maintenance activities (see question 2 below)

☒ Capacity assessment program

☒ Basement back assessment and correction

☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements

☒ Construction, Inspection, and Testing

☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures

☒ Response order, timing and clean-up

☒ Public notification protocols

☒ Training

☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

☐ Infiltration/Inflow (I/I) Analysis

☐ Sewer System Evaluation Survey (SSES)

☐ Sewer Evaluation and Capacity Management Plan (SECAP)

☐ Lift Station Evaluation Report

☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	39.3	% of system/year
Root removal	1.9	% of system/year
Flow monitoring	75	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	2.1	% of system/year
Manhole inspections	50.2	% of system/year
Lift station O&M	55	# per L.S./year
Manhole rehabilitation	1.2	% of manholes rehabbed
Mainline rehabilitation	1.3	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="28.810"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="203.7"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="2"/>	Number of basement backup occurrences
<input type="text" value="29"/>	Number of complaints
<input type="text" value="9.89"/>	Average daily flow in MGD (if available)
<input type="text" value="12.042"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.01"/>	Basement backups (number/sewer mile)
<input type="text" value="0.14"/>	Complaints (number/sewer mile)
<input type="text" value="1.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☐ Yes
☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☐ Yes

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- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to relatively dry conditions, infiltration/inflow was significantly lower than the previous two years, as the plants average flow rate was 9.87 MGD, as compared with the two previous years which were both over 12.5 MGD.

5.4 What is being done to address infiltration/inflow in your collection system?

We continue to work on lining sewers, as roads are repaired or problems are encountered. Plans to repair and protect the lake shore interceptor manholes are proceeding and construction on this project is expected to start in late 2022.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Sheboygan Common Council

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

R. C. No. 75 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 6, 2022.

Your 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.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II
R. O. No. 12 - 22 - 23. By FINANCE DIRECTOR. May 16, 2022.

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.

Finance Director

F&P

R. C. No. 24 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 6, 2022.

Your Committee to whom was referred Res. No. 18-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in appropriations in the 2022 budget (CARES); 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

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Item 17.

Res. No. 18 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION to authorize a transfer of appropriations in the 2022 budget.

WHEREAS, Shoreline Transit is eligible for federal funding through the CARES Act, which will cover operating deficits in 2022; and

WHEREAS, in 2022, the City of Sheboygan budgeted \$450,613 in tax levy to support Shoreline Transit's operations; and

WHEREAS, a transfer to one-time capital projects will allow the City to maximize the amount of CARES Act grant dollars utilized.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to take the steps necessary to transfer \$450,613 from the Transit Fund to the Capital Project Fund as designated below:

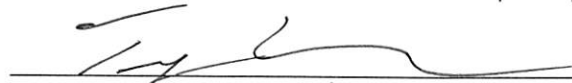
Decrease:

Transit Fund Property Tax Levy (65193000.411100)	\$450,613
--	-----------

Increase:

Capital Projects Fund Property Tax Levy (40015100.411100)	\$450,613
Library Exterior Wall Maintenance (40051100.621200)	\$100,000
Library Fire Alarm Upgrade (40051100.621200)	\$ 50,000
Police Building Maintenance (40021100.621100)	\$ 75,000
Police Range Remediation (40021100.621200)	\$ 45,000
Fire Tech Rescue Equipment (40022100.649100)	\$ 45,000
Fire Training Simulator (40022100.649100)	\$ 35,000
Traffic Control Upgrades (40033250.649100)	\$ 70,000
Contingency (40015100.649500)	\$ 30,613

Finance + Personnel



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

VIII

R. C. No. 15 - 22 - 23. By PUBLIC WORKS COMMITTEE. June 6, 2022.

Your 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.

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. 14 - 22 - 23. By Alderpersons Dekker and Perrella.
May 16, 2022.

A RESOLUTION 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.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$51,729 from Account #40033110-621200 (Capital Project Fund - Building Improvements) upon the agreement being fully executed by all parties, to pay for the Renovation and Expansion Study.

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to the contract with Barrientos Design and Consulting Inc.

Dean Dekker

Alyssa Grace Perrella

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
BARRIENTOS DESIGN & CONSULTING**

**FOR ARCHITECTURAL/ ENGINEERING SERVICES RELATED TO THE DPW &
TRANSIT GARAGES RENOVATION & EXPANSION STUDY & DESIGN**

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, _____ (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Barrientos Design & Consulting, Inc., a subchapter S Corporation, with a principal office at 205 W, Highland Ave, Suite 303, Milwaukee, WI 53203 ("Consultant").

WITNESSETH:

WHEREAS, the City owns a Department of Public Works Garage located at 2026 New Jersey Ave., Sheboygan, Wisconsin and a Transit Garage located at 608 Commerce St., Sheboygan, Wisconsin; and

WHEREAS, the City desires to renovate and expand these garages based upon a comprehensive study and design as detailed in Exhibit A ("Services"), which is attached to this Agreement and incorporated as though fully set forth here; and

WHEREAS, the City has issued a Request for Proposals for the necessary design and engineering services, and has determined that it is in the best interest of the City for Consultant to provide those necessary services; and

WHEREAS, Consultant desires to provide the City with the necessary design and engineering services, pursuant to the terms of this Agreement.

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

Article 1. Scope of Services

Consultant shall provide the necessary engineering services related to the Improvements, as set forth in more detail in Exhibit A, pages 42-44, which is attached and incorporated to this Agreement as though fully set forth here (the "Services").

Article 2. Standard of Care

Consultant 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 designated project manager, identified in Article 3 of this Agreement, shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the

adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. The Parties' Project Managers

Consultant designates Norman Barrientos, AIA as its designated project manager with primary responsibility for the performance of this Agreement. In the event of the death, disability, removal, or resignation of the person designated as the Consultant's designated project manager, the City—through its designated project manager—may accept another person as the designated project manager or terminate this Agreement. Consultant shall provide the City with notice within seven (7) days in the event its designated project manager dies, becomes disabled, is removed, or resigns.

The City designates David Biebel as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Consultant—for all fees and expenses related to the Services—an amount not to exceed fifty-one thousand, seven hundred and twenty-nine dollars, (\$51,729).

Consultant shall submit an invoice to the City on a monthly basis which shall be based on the percentage the Services described in Article 1 are complete. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall include a progress report documenting the extent of completed services.

Payment will be remitted to Consultant within sixty (60) days of receipt of invoice. Payment shall not be construed as acceptance of unsatisfactory or defective services. The City may withhold payment of an invoice due to unsatisfactory or defective services.

The invoice shall be sent to:

David Biebel
Director of Public Works
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred.

The City shall not make payment for any unauthorized work or expenses.

The submission of any request for payment shall be deemed a waiver and release by Consultant 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.

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. Schedule

Services under this Agreement shall commence promptly upon the full execution of this Agreement by the Parties and a written Notice to Proceed from the City's project manager to Consultant, unless another date for the commencement of the Services is set forth in Exhibit A.

Consultant shall complete the Services in accordance with the Schedule & Workload identified in Exhibit A, page 49, or within such extra time as may have been allowed by a mutually agreed extension. Consultant's services are completed when the City's project manager notifies Consultant in writing that the services are complete and are acceptable.

The Parties agree that no charges or claims for damages shall be made by Consultant 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 Consultant 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 7. Document Retention

- a. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant 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 Consultant 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.
- b. Consultant shall maintain proper accounting records for the Services performed pursuant to this Agreement, and shall provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City representatives during reasonable business hours.

Article 8. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Consultant for all the Services

performed up to the date that written notice is received. If the performance is restarted, an equitable adjustment shall be made to Consultant's compensation and the schedule of services.

In the event Consultant breaches this Agreement, including any covenant, agreement, commitment, or condition contained in this Agreement, the City shall have the right—in addition to all other rights and remedies which it may have at law or in equity—to terminate the Agreement upon written notice. Consultant shall have ten (10) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the City. In the event that the City terminates this Agreement due to a breach of this Agreement, and enters into a subsequent agreement with another party to complete the Services, and such expense plus any expenditure made under this Agreement exceeds the sum which would have been payable under the Agreement, Consultant shall be liable and shall pay to the City the amount of said excess.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings, and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Consultant.

Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, Consultant's materials shall not include the City's confidential or proprietary information if the City has advised the Consultant in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Consultant in the City's promotional materials for the project.

Article 10. Identity of Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of Consultant'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 11. Independent Contractor Status

During the entire term of this Agreement, Consultant 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. Consultant 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 12. Indemnification

Consultant hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Consultant's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Article 13. Insurance

Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Consultant 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, Consultant shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated project manager listing the City of Sheboygan as an additional insured:

- a. Commercial General Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. Automobile Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers' Compensation Insurance – Consultant 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 sublet, Consultant shall require any

contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

- d. Umbrella Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least \$10,000,000 per occurrence.
- e. Professional Errors and Omissions Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least \$1,000,000 per claim, with a deductible of no more than \$100,000. If such policy is a “claims made” policy, all renewals thereof during the life of this Agreement shall include “prior acts coverage” covering at all times all claims made with respect to Consultant’s work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better. All carriers shall be admitted carriers in the State of Wisconsin.

Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant 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 14. Conflict of Interest

Consultant 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. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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. Any waiver of any term of this Agreement must be in writing. 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 16. 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 to be held 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 17. Assignment

Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 18. Third Party Rights

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

Article 19. 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 20. Non-Discrimination

In connection with the performance of work under this Agreement, Consultant 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. Consultant further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Consultant fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax.

Consultant affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that Consultant shall become listed on any debarment list or similar list, the City may terminate this Agreement.

Consultant 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 22. Notices

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

City:

Consultant:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

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

Article 23. Intent to be Bound

The City and Consultant 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 24. 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.

In the event the Consultant believes the time for completion of the Services in this Agreement should be extended under this Article, Consultant shall provide written notice to the City as soon as possible, but not later than seven (7) calendar days after such an event. The notice shall include any justification for an extension of time and shall identify the extension the Consultant believes is necessary as a result of the force majeure event.

Article 25. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Non-Collusion

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

- a. The prices in its quote 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 competitor.
- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

Article 27. Other Provisions

- a. 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. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- b. 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.
- c. 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.

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

CITY OF SHEBOYGAN, WISCONSIN

CONSULTANT

BY: _____
Ryan Sorenson, Mayor

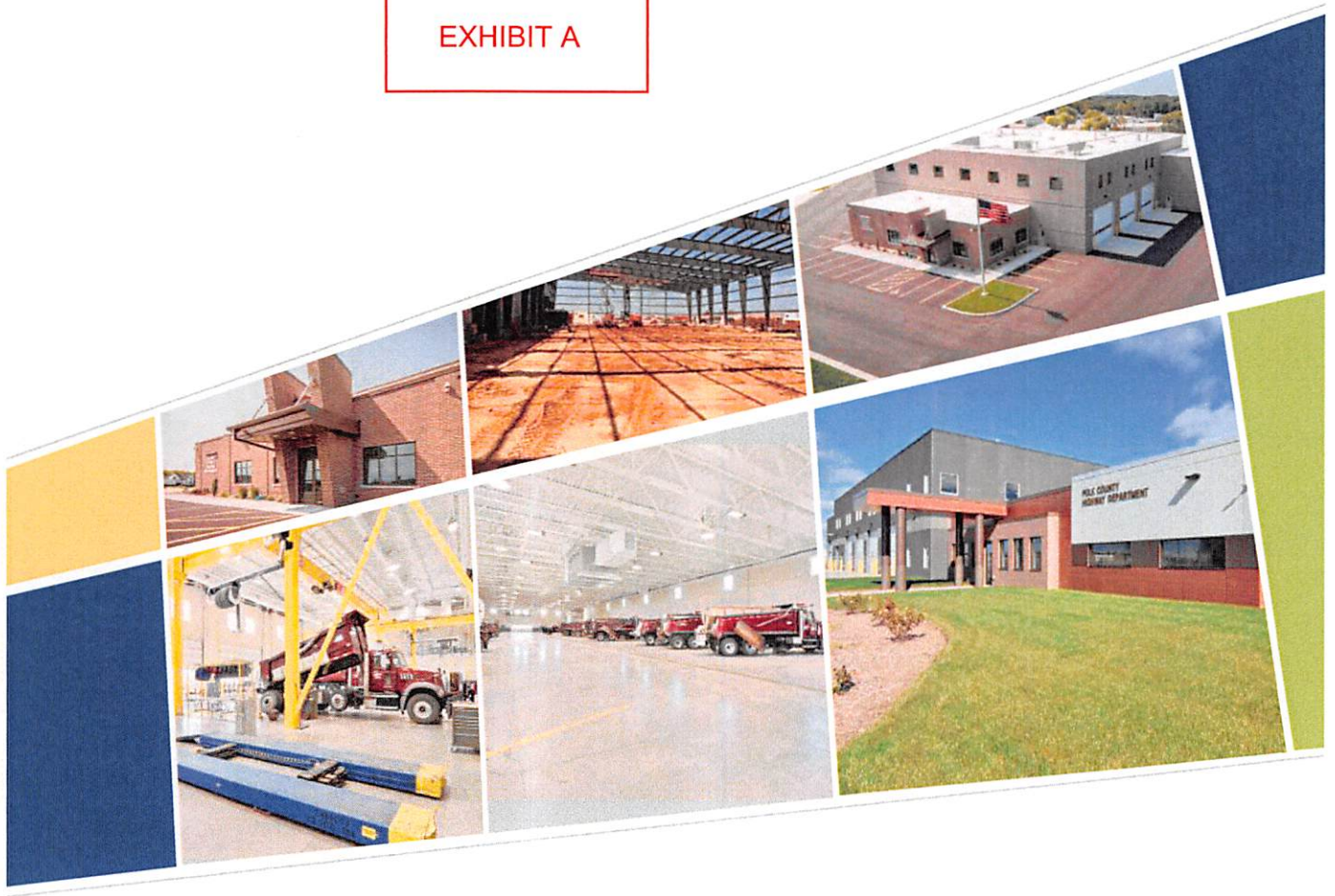
BY: _____
Norman Barrientos, AIA
Barrientos Design & Consulting, Inc.

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

EXHIBIT A



**CITY OF SHEBOYGAN
DPW & TRANSIT GARAGES RENOVATION &
EXPANSION STUDY**

ARCHITECTURAL/ENGINEERING PROPOSAL

Barrientos Design & Consulting, Inc.

March 14, 2022



205 W. Highland Avenue, Suite 303, Milwaukee, WI 53203
414.271.1812 • www.barrientosdesign.com



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7. Project Approach
8. Legal & Insurance
9. Professional Services Fee



March 11, 2022

Mr. David
Biebel Public
Works Director
Sheboygan Public Works
Department 2026 New Jersey
Avenue
Sheboygan, WI 50381

RE: DPW & TRANSIT GARAGE RENOVATIONS & EXPANSION STUDY
Proposal of Architectural Design Services

David,

Barrientos Design & Consulting is pleased to present this proposal for developing a renovation and expansion study for the Public Works facility on New Jersey Avenue and the Shoreline Metro Transit Garage on Commerce Street.

This study will focus on the following for both the DPW and Transit Garages:

1. Identifying building and site renovations needed to maintain the facilities over the next 10 years.
2. Facility performance analysis following renovations, identifying any deficiencies still remaining such as, spatial needs, circulation, public/vendor interface, security, equipment layouts and operational workflow.
3. Current space needs in terms of building and site functions, along with a projection of future space needs 10 years out.
4. Developing expansion options within the current parcel boundaries
5. Developing more significant expansion and realignment options assuming adjacent parcels could be purchases
6. Designing an optimal floor plan that incorporates the space needs for each agency alone.
7. Creating an optimal floor plan that combines the two agencies on one site. This will develop an approach where the two agencies share one Main Garage building and share various building functions together while also having separate Yard buildings.

Barrientos Design is unique in our intense focus on the fleet garage building type. We have executed designs on over 70 Garages and Shops and 80% of our overall design work has been with Garages and Shops. Barrientos has been designing these buildings continuously for over two decades, and our staff focuses their professional development on the design of garage and fleet-related facilities. This is our practice area, and we are committed to continually learning more about these building types as a distinct body of knowledge.



We understand that this study is more than just about sizing the buildings. The planning effort needs to support and enhance the operational mission of the two Departments. We will start with documenting your operational mission, functional goals, staffing organization, vehicle composition, shop practices, parts inventory and controls and needs for security. We will then engage your staff at the Director, Superintendent, and foremen level for a 360-degree assessment of how operations best flow throughout the day. Once these broad operational issues are defined, we will intake, document and tabulate the key facility design criteria that support your mission and goals for a streamlined operation.

In the end, our planning goal will be to deliver to the City, a building and site plan that supports daily operations, captures the flow and sequence of activities, provides space that is right-sized, configured for time-efficient operations, and allows for the flexibility of change and growth. Moreover, we will pinpoint where the functions can be best grouped to share common building resources and logical workflow adjacencies.

1. COMPANY INFORMATION

Our company information and contact are as follows:

Barrientos Design & Consulting, Inc.
205 W. Highland Avenue
Milwaukee, WI 53203

Contact: Norman Barrientos, AIA
414-271-1812
www.barrientosdesign.com
norman@barrientosdesign.com

We appreciate the City's consideration of our company's services and we look forward to identifying your expansion options for enhancing the DPW and Transit Garages.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

A handwritten signature in dark ink that reads 'Norman Barrientos' with a long, horizontal flourish extending to the right.

Norman Barrientos, AIA, LEED AP



2. GENERAL STATEMENT OF QUALIFICATIONS

Barrientos Design specializes in the planning and design of Public Works Facilities and Garages with the functions of fleet maintenance garages repair shops, vehicle parking, parts and bulk storage, crew support, field supervision offices, and yard facilities. We are Wisconsin's experts and leaders in the design of fleet and operations garages, and we will provide this for the benefit for City's long-term operational goals.

The firm was founded in 1997 by Norman Barrientos, AIA, and has since gone on to design many of Wisconsin's newest Public Works and public works garages. These projects have involved long-planning cycles of space needs, facility assessments, expansion analysis, new site selection, city planning, utility design, stormwater management applications, building design and finally construction administration.

Our expertise in garage design has positioned us to provide seminars to many professional industry associations such as WCHA, NACE and APWA, both locally and nationally. We have distilled seven design principles that govern for effective outcome of a garage and yard facility. These principles are; robust facility definition, operational efficiency and flow, staff productivity and safety, asset control, lines of communications, building performance, sustainability and future trends integration.

Our garages have many complex and process driven functions including heavy vehicle parking, truck wash, vehicle repair bays, welding and fabrication shops, parts storage, bulk warehousing, fueling, salt storage shed, brine making tanks, truck scales and general yard bulk storage. For each of these areas, Barrientos Design has established industry guideline and practices that will better serve your daily garage operations.

Internally, Barrientos Design provides architecture and interior design services. We have a staff of ten professionals in our Milwaukee office.



STATEMENT OF QUALIFICATIONS

Firm History

For more than 24 years, award-winning Barrientos Design & consulting has specialized in architectural design, planning and consultation. The company is in its second generation of family ownership. It was founded in 1972 by Julian Barrientos and in 1997 Norman Barrientos took over full ownership. The company is registered as a corporation in the State of Wisconsin and maintains professional licenses to practice architecture.

We are a Milwaukee-based design firm that has worked extensively with public works, county engineering, transportation, parks and utility departments. Our specialty is the design of operation garages where efficiency, safety and order are key for enhancing operations.

Experience

Barrientos Design's has designed many operations garages including for these clients:

- Milwaukee County
- City of Milwaukee
- City of Sun Prairie
- Jefferson County
- Polk County
- We Energies
- Madison Gas & Electric
- City of Madison Parks
- Manitowoc County
- City of New Berlin





Organization & Resources

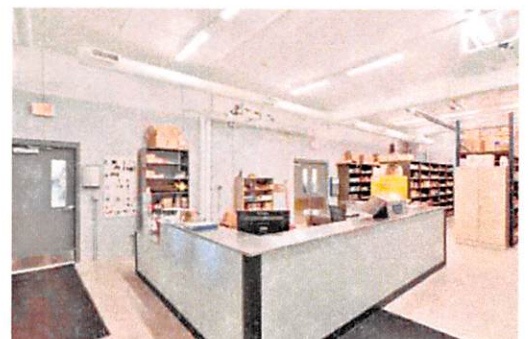
Norman Barrientos, AIA is the lead designer and Principal-in-Charge for all projects. The company has a professional staff of eight with one interior designer. The design staff all have project experience with higher education facility design. We have three senior project managers in the office that are fully capable of executing and overseeing your design projects from start to finish.

Our resources beyond our staff include our working studio in downtown Milwaukee where each team member has a Revit license. All of our projects are designed within a BIM framework allowing us to model out the architecture and engineering for comprehensive coordination.

Teamwork

At Barrientos Design we believe that every great design project starts with great teamwork. We engage committee members, user groups and consulting engineers early in the process to get a comprehensive understanding of the project. Defining the scope early with the entire team allows us to understand the challenges and work together to find the most appropriate solutions.

Working with your internal team and other external consultants we will aim to develop a plan that creates a functional and aesthetic design that fits within your designated budget. We understand that each individual team member brings a unique perspective to a project and we search to find balance in a project that will meet the needs of all stakeholders.



Polk

Operations Garage Design Expertise



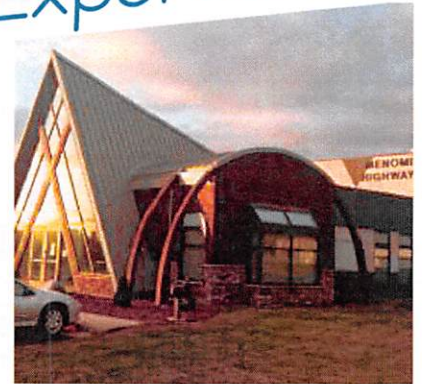
New Berlin



Calumet



Jefferson



Menominee

Building Programming & Sizing
Operations Analysis
Equipment Selection
Site Facilities Definition
Site Selection
Building Design & Engineering
Governmental Reviews, Approvals & Permits
Cost Estimating
Visualization & Renderings
Construction & Bid Documents
Construction Administration
Facility Move-in Assistance

Barrientos Design & Consulting is a leader in the design of Field Operations Garages. We focus on the operational, planning and logistical needs of Operations Garages for the betterment of our client's needs.

Since the 1980's, our firm has developed planning and design documents for over 60 Garage operations including:

- Public Works Garages
- Highway & Transportation Garages
- Parks Maintenance Shops
- Utility Garages
- Field Operation Centers
- Trades Shops
- Fleet Repair Garages
- Buildings Maintenance Shops

The design of Operation Garages involves understanding the operations of repair of heavy vehicles, fabrication, parts storage and warehousing, fueling, truck washing and crew support and training areas.

Operation Garage I



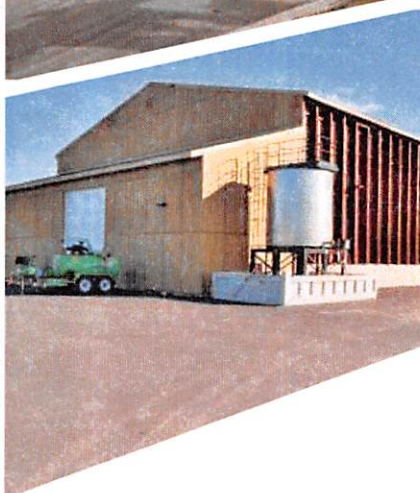
REPAIR BAYS & FABRICATION

We have integrated the design issues of: overhead cranes, vehicle lifts, bulk fluid dispensing, workbenches, tail-pipe exhaust reels and parts cleaning. Our design expertise also covers skilled-trade shops including: Welding, Fabrication, Carpentry, Paint, Hydraulics and Sign-making. These interiors are well lit for high color definition, ventilated, surfaced with high-friction and high-resistance coatings and of sufficient clearance for truck widths and heights.



FUELING SALT, BRINE SHEDS

Fueling and salt sheds are primary functions in the design of many maintenance garage yards spaces. It is important not only to design the correct sized shed or fuel storage tanks but also for appropriate turning radii and locate them in proper sequence. Locating the salt shed to allow clear areas of loading is important along with adding brine making sheds.

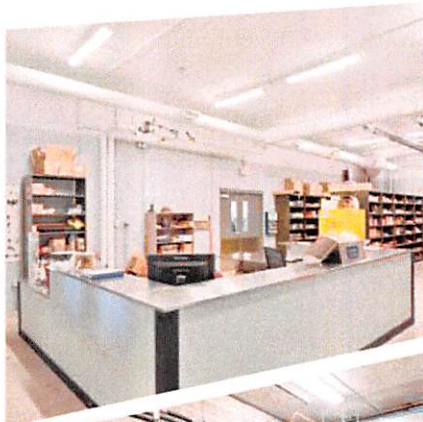
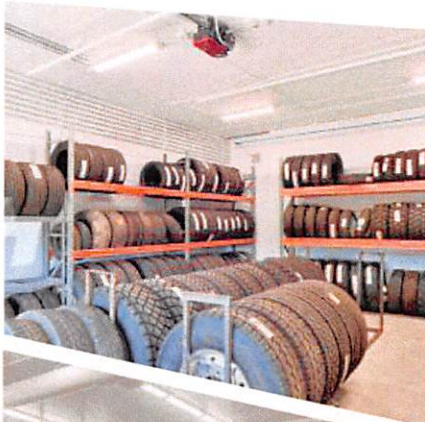


Design Components



TRUCK WASH & PARKING

Our team takes time to understand each piece of your equipment that has a storage need to ensure that we are appropriately sizing your garage to meet current needs and future growth. Truck washing is a key component to fleet maintenance and longevity. We have designed locations for manual wash with pressure wands, underbody rinse systems, and fully automated designs.



PARTS, & FLUIDS STORAGE

Indoor storage of the fleet is important to retain asset value and ensure vehicle performance. Our design knowledge covers the proper sizing and height clearance so large vehicles can efficiently move in and out of storage. In addition, storage of vehicle replacement parts, field supplies, bulk items, fluids and fueling are integrated into our designs. These storage functions integrally support maintenance operations and require close adjacency to repair bays.





3. PERSONNEL

LIST OF PERSONNEL

Barrientos Design will provide qualified architectural staff to thoroughly engage in this study. Our team participants will be as follows:

Principal-in-Charge, Norman Barrientos, AIA

Project Architect, Patrick Wesley, AIA

Design Architect, Taylor Korslin

Design Architect, Neil Bierwirth

The resumes and qualifications for each staff member follow this page.

CLIENT REFERENCES

For references on our staff's client contacts, please refer to this list of contacts:

1. Todd Every, Kewaunee County Highway Commissioner, 920-388-3707
2. Brian Glaeser, Calumet County Highway Commissioner, 920-849-1463
3. Eric Lindman, Wausau City DPW Director, 715-261-6745
4. William Bannach, Milwaukee County DPW AE Manager, 414-278-4854
5. Peter Nelson, Fabick Catepillar, Facilities Director, 414-461-9100

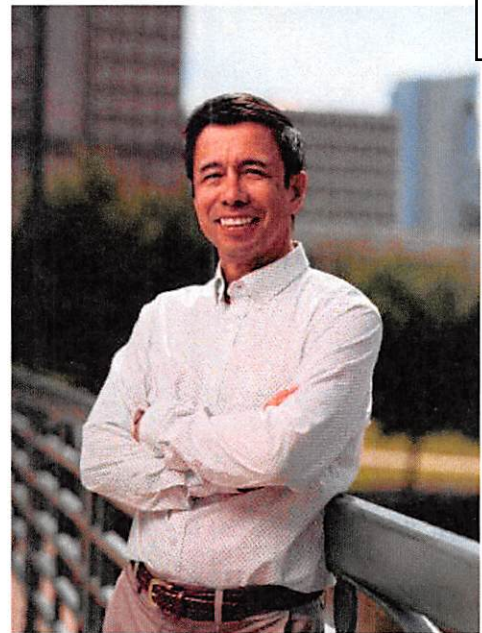
USE OF PROFESSIONAL CONSULTANTS

For this study stage of the work, we anticipate not employing any engineering consultants and we will perform all the analysis and documentation with our own staff.

NORMAN BARRIENTOS
president, principal architect

Norman Barrientos brings 40 years of architectural design experience focusing on the design of fleet maintenance facilities which involve fleet repair garages, fabrication shops, parts storage, heavy vehicle parking, crew quarters and extensive Yard facilities. The first building Mr. Barrientos designed under his licensed supervision was a maintenance facility for a water utility. That was back in 1988 and since then he has gone onto design and plan over 70 maintenance facilities. He has become Wisconsin's leading expert on the design of fleet facilities and he has delivered seminars on the subject at professional trade events.

norman@barrientosdesign.com



Item 18.



registration

Professional Architect:
WI, MN, IL, IA, MI, MA, NCARB, LEED A

education

Bachelor of Architecture, 1984
University of Minnesota

project experience

Pepin County Highway Garage
Pewaukee Public Works Garage
Vernon County Central Highway Garage
New Berlin Utilities Garage
City of Oconomowoc Utilities Shop Expansion
Polk County New Central Maintenance Garage
Jefferson County Central Maintenance Facility
Village of Fox Point Hall & Public Works Garage
Milwaukee County North Garage
City of West Allis City Hall & Public Works Garage
Manitowoc County New Maintenance Facility
City of Sun Prairie New Fleet Repair Garage
Milwaukee Electric/Traffic Operations Garage
Door County New Maintenance Facility
Menominee County New Maintenance Facility
Milwaukee County Central Fleet Garage, Master Plan
City of Marshfield Public Works Garage

years experience

40 years in the profession

awards & seminars

AIA WI Design Excellence, La Causa Charter School
APWA National Conference Seminar 2019, 7
Principle of Highly Effective Garage

JEFFERY JANETKA
senior project architect

Jeff brings 26 years of architectural design and project management experience. He has designed and managed many successful projects with an emphasis on progressive and sustainable architectural design with attention to detail. Jeff has performed as project manager on many of our operations and maintenance facilities including Pewaukee, Pepin, Ladysmith and Milwaukee. Jeff is well versed in CAD, SketchUP, & Revit BIM software along with 3D visualization.

jjanetka@barrientosdesign.com



Item 18.



education:

Master of Architectural Design, 2004
University of Wisconsin - Milwaukee

B.S. Architectural Studies, 1999
University of Illinois at Urbana-Champaign

project experience

Milwaukee County North Garage
Pewaukee City Hall & Public Works Garage
Pepin County Highway Garage
La Crosse Co. Highway Garage St. Joe's
City of Ladysmith Public Works Garage
MATC Green Roof Building C
TJ Hale Corporation - Germantown, WI
Glory Global - Watertown, WI
Monterrey Market - Milwaukee, WI
Mleczo Professional Office Building - Brookfield, WI
AV Waterjet - Mequon, WI
Casablanca Restaurant - Brookfield, WI
Continental Properties - Mequon, WI
Legends Clubhouse - Wales, WI
Steel Craft - Hartford, WI
Sno-Way - Hartford, WI
Kabel Schlepp - Saukville, WI
Triad Corp - Hartland, WI
Hartford Fishing - Hartford, WI

years experience

26 years in the profession

PATRICK WESLEY
project architect

Patrick Wesley is a project architect with ten years experience with the capacity to handle a complete project from design through construction. He has worked on a diverse range of architectural projects including; highway garages, municipal offices, hospitality, secondary and higher education, large-scale healthcare facilities, and campus master plans. He values developing collaborative relationships with clients and other experts while working on a project. Patrick has led the planning of multiple banks, churches, and high schools across Wisconsin. He works in Revit BIM modeling software and also develops rendered imagery.

pwesley@barrientosdesign.com



education:

Masters of Architecture, 2015
University of Wisconsin - Milwaukee

B.S. Architecture, 2014 University of Wisconsin - Milwaukee

project experience

Pewaukee Public Works Garage
Milwaukee County North Garage
Pepin County Highway Garage
La Crosse County Highway Garage St. Joe's
Stevens Point DPW Garage
City of Marshfield DPW Garage
Wood County Highway Garage
Advocate Mequon Clinic Pharmacy
Advocate Grafton IV Therapy Room
Milton High School
North Shore Bank
Educator's Credit Union
Lumen Christi Parish
Madison Area Technical College
Beaver Dam High School
Maine Veterans Homes
Saint Stanislaus

years experience

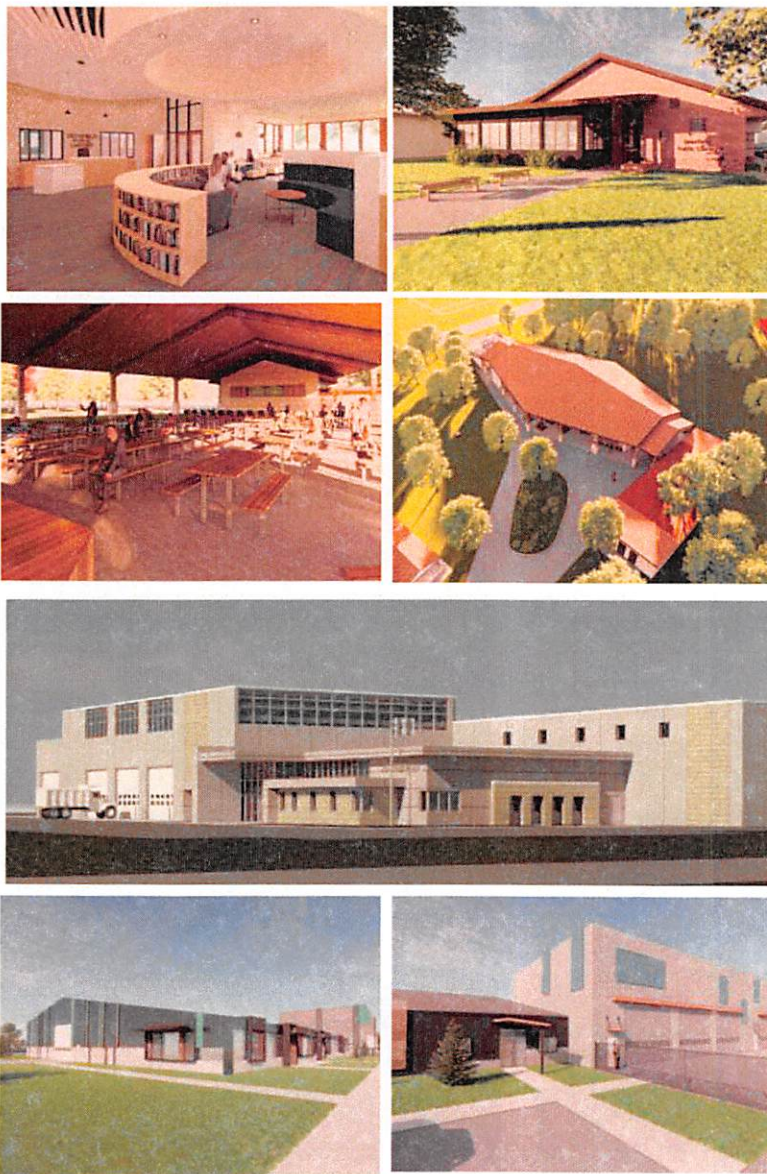
10 years in the profession

TAYLOR KORSLIN

project architect

Taylor is a project design architect with six years of experience in building planning, studies, design and documentation. He has worked on a variety of industrial and office projects, at every stage of the design process. His experience includes Highway and Public Works Garages, Village and City Halls, Fire Stations, Libraries, and Commercial projects. He has experience representing building and spatial conditions for analysis. Taylor is versed in Revit BIM software and the Adobe Suite, allowing her to develop a variety of visualization techniques.

tkorslin@barrientosdesign.com



education:

Masters of Architecture, 2017, University of Michigan

B.S. Architecture, 2012 University of Wisconsin - Milwaukee

project experience

Waupaca City DPW Garage
Green County Highway Garage
Kewaunee County Highway Garage
Pepin County Highway Garage
City of Marshfield Public Works Garage
Milwaukee County North Garage
Deerfield Village Library Expansion
Franklin Park Pavilion

years experience

6 years in the profession



4. GARAGE DESIGN EXPERIENCE

LIST OF GARAGES DESIGNED

Barrientos Design's Public Works Facility design experience covers numerous County and City Garages including these built projects:

- Ladysmith Public Works Garage
- New Berlin Utilities Garage
- Sun Prairie Central Services Garage
- Brown County Public Works Greenleaf Satellite Shop
- New Berlin Utilities Garage
- Sun Prairie Fleet Services Garage
- Oconomowoc Utilities Garage
- Pepin County Central Public Works Garage
- Polk County Central Public Works Garage
- Vernon County Central Public Works Garage
- Jefferson County Central Public Works Garage
- Calumet Central Public Works Garage
- Milwaukee County, North Public Works Shop
- Manitowoc Central Public Works Garage
- Door County Central Public Works Garage
- Menominee Central Public Works Garage
- Fond du Lac County Campbellsport Satellite Garage
- La Crosse County Satellite Public Works Garage
- City of Pewaukee Public Works Garage

We have also conducted numerous space needs, renovation and new site selection efforts for the following governments:

- City of South Milwaukee DPW Yard Facilities
- City of Marshfield Streets Garage
- City of Wausau Public Works Garage
- City of Stevens Point Public Works Garage
- City of West Allis Public Works Garage
- Village of Fox Point Public Works Garage
- Village of Cudahy Public Works Garage
- Village of Bellevue Public Works
- City of Janesville Municipal Garage
- City of Verona DPW Garage
- City of Chilton Public Works Garage
- Marathon County Central Public Works Garage



- Kewaunee County Central Public Works Garage
- Rusk County Central Public Works Garage
- Lincoln County Central and Satellite Public Works Garages
- Green County Central Highway Garage
- Taylor County Central Highway Garage
- Oneida County Central Highway Garage
- Iron County Mercer Satellite Highway Garage
- City of Milwaukee DPW Salt Brine Shed

On the following pages we present graphics, plans and a brief scope of work for our many garages and fleet facilities.

RECENT GARAGE DESIGN INFORMATION

Our exemplary garage experience from design through construction is exemplified by this project:

1. Polk County Central Highway Garage
2. Contact: Emil Norby
3. Owner's Initial budget: \$11 million
4. Total Project Cost: \$10.8 million
 - a. Number of change orders, five
 - b. Total cost of change orders, \$113,600
5. Date of bid: September 2017
6. Scheduled completion date: August 2018
7. Actual completion date: August 2018

LIST OF THREE BEST PROJECTS

Barrientos Design's three best Garage projects include:

1. Polk County Central Highway Garage
2. Jefferson County Central Highway Garage
3. Calumet County Central Highway Garage

EXCEPTIONAL FEATURES OF OUR GARAGE DESIGN

Our garages are a great balance of cost efficiency with long-term operational efficiency and ease of maintenance. We thoroughly understand a Garage's operational work-flow and design our buildings to maximize your staff's productivity and longevity of your assets.

Our in-depth knowledge of maintenance facilities covers industry specific knowledge of fleet parking and maintenance, repair equipment, inventory of parts, truck washing, salt storage and yard layouts.

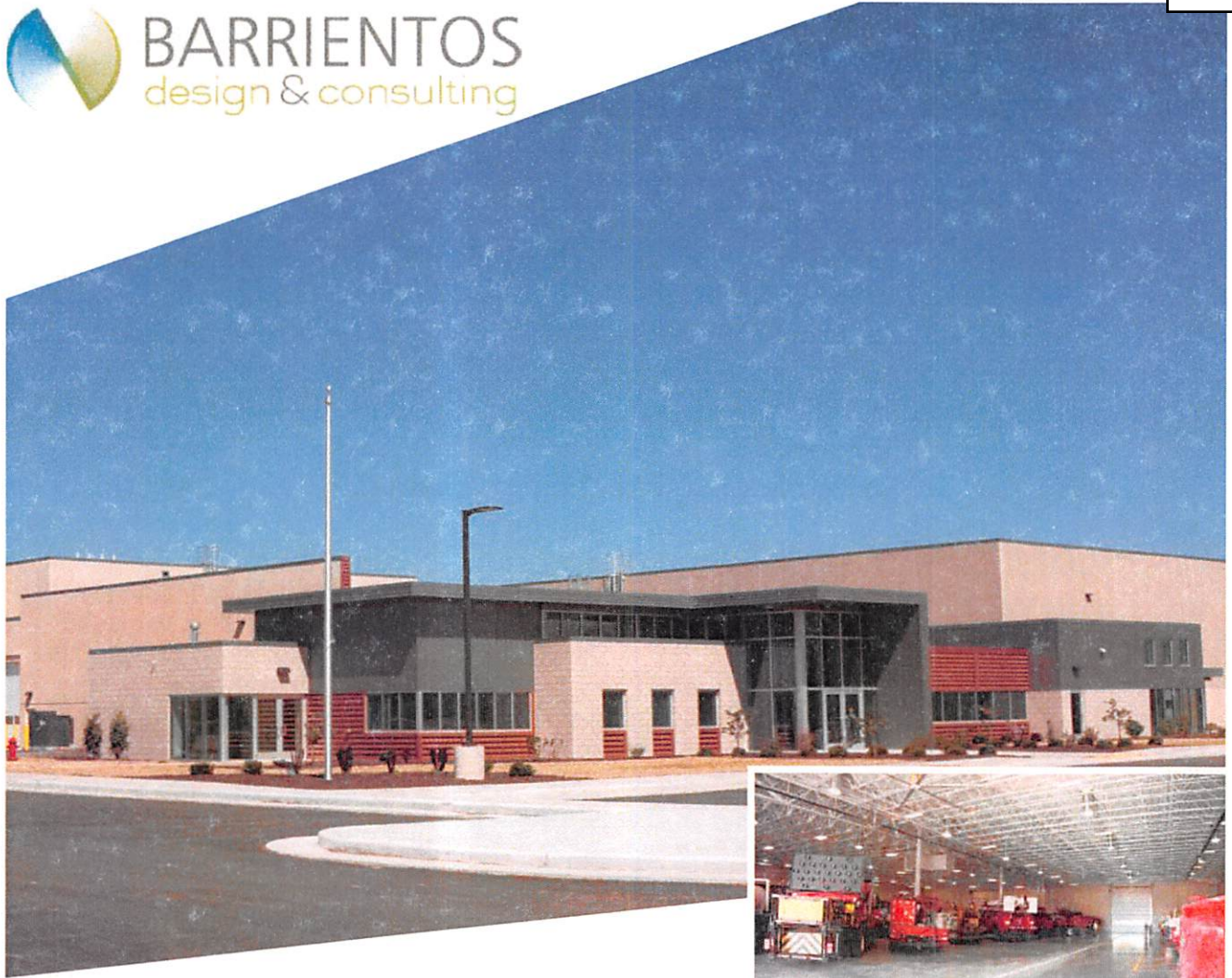


When Barrientos Design is your architect, we lead the client through the design process with our industry knowledge on the many past garage we have developed.

FIRM EXPERTISE WITH GOVERNMENT FACILITIES

The majority of our design work is for municipalities, and we therefore understand the nature of working with local governments, their organization, their decision making process and their procurement procedures.

Building consensus and educating the team participants is key in developing a building design that meets both the Departments' needs as well as the general citizenry of Sheboygan.



JEFFERSON COUNTY CENTRAL HIGHWAY GARAGE

Jefferson, WI

The new main shop of 83,500 facility was designed to house 40 plow trucks and other field equipment. In addition, the building also includes 8 repair bays, a sign & carpentry shop, crew lockers, a lunchroom for a staff of 45 people and offices for the entire department.

Site facilities include: 30,000 SF Cold Storage Building, 8,000 ton salt shed, 4,000 SF Salt Brine Building, 20K gallon fueling station and canopy, outdoor stock storage, and truck scales. Barrientos Design was hired to design full architectural plans and oversee construction administration.

A video-surveillance system, key card access system, site fencing and overall building design provide security for this project.

Size: 133,500 SF

Cost: \$19.2M

Completion: 2015

Client: Jefferson County Highway Department

Contact: Bill Kern, County tel 920-674-7390





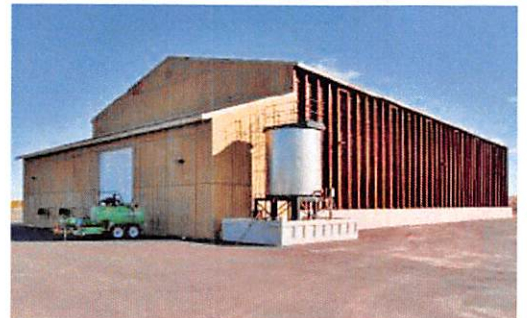
POLK COUNTY HIGHWAY GARAGE

Balsam Lake, WI

Polk County's new Highway Garage consists of a new 60,000 SF Main Shop, a 45,000 remodeled storage and shop building, a fueling station and a salt shed. The complex is located on 9 acres of land situated in an industrial park near the County Courthouse

Within the new main shop a heated parking garage houses 40 plow and field trucks and other field equipment. In addition, the shop will house a repair garage with 6 repair bays, part storage, truck wash, crew lockers, a lunchroom for a staff of 40 people and offices for the entire department.

Barrientos Design developed the construction documents in a fast-track approach with a foundation package being developed within seven weeks. Following that, the remainder of construction documents were issued three weeks later.



Size: 60,000 SF new, 45,000 remodeled

Cost: \$12M

Completion: October 2018

Client: Polk County Highway Department



CALUMET COUNTY HWY MAINTENANCE FACILITY

Chilton, WI

Barrientos Design and Consulting Inc. was hired to develop a complete site master plan, building programming and the design of a 52,770 sf highway maintenance facility for Calumet County.

Site functions include: salt shed, fueling station, outdoor stock storage, cold storage building, and a truck scale. The site will also have a rain garden for storm water management.

Building functions include: heated storage for 29 vehicles, 4 vehicle service bays, 2 truck wash bays, welding shop, sign shop, striping shop, carpentry shop, tire storage, bulk fluid storage, parts storage, lunch room, locker rooms, and administrative offices.

Size: 52,770 SF

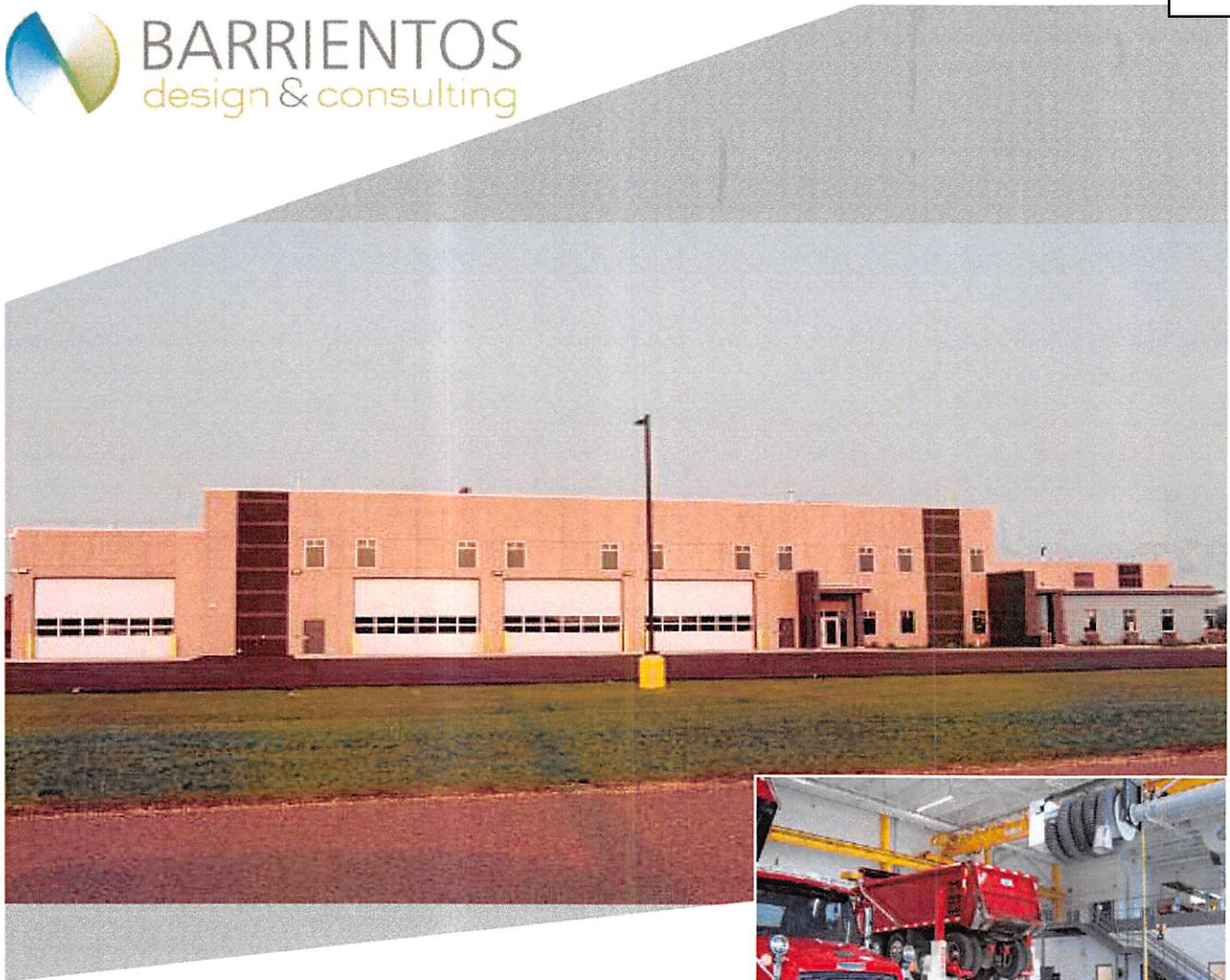
Cost: \$10.9M

Completion: 2017

Client: Calumet County Highway Commission,

Contact: Brian Glaeser (920) 849-1463





PEPIN COUNTY HIGHWAY DEPARTMENT PRELIMINARY DESIGN

Durand, WI

Barrientos Design created Preliminary architectural and engineering designs for a new Highway Garage that will be approximately 53,000 square feet in size and house the following functions: Heated vehicle storage garage, Repair Garage, Welding Shop, Truck Wash, Parts Storage, Crew support, Administration.

Yard facilities will include: Cold Storage, Salt Shed, Fuel Station, Truck Scale, parking and general site development.

This Preliminary Design effort advanced the Schematic Design into 30% architectural and engineered plans where major design elements are sized, selected, located and quantified.

Size: 53,000 SF

Cost: \$11 M

Completion: 2021

Client: Pepin County

Contact: Chris Bates





VERNON COUNTY CENTRAL HIGHWAY GARAGE

Viroqua, WI

The new main shop of 44,700 facility was designed to house 25 vehicles including 14 plow trucks. In addition, the building also includes 3 large vehicle repair bays and 2 small vehicle repair bays, a sign shop, a parts storage room, a fully automated truck wash, crew lockers, a lunchroom, and offices for the entire department.

The site includes 12K gallon fueling station and canopy, outdoor stock storage, stormwater, and parking. Master planning for salt sheds and cold storage was incorporated into the design to be completed as needed in the future. Barrientos Design was hired to design full architectural plans and oversee construction administration.

The Highway Garage is currently under construction and progress can be seen in the images on this sheet.

Size: 44,700 SF

Cost: \$10.6M

Completion: 2018

Client: Vernon County Highway Department

Contact: Phil Hewitt, County tel 608-637-5452





DOOR COUNTY MAINTENANCE FACILITY

Sturgeon Bay, WI

The Barrientos Design team completed the design and structural engineering for the Door County Fleet Maintenance Facility that was designed to house 41 trucks, field equipment storage, bulk fluids and house lockers and a lunchroom for a staff of 45 people.

Site functions include: salt shed, fueling station and canopy outdoor stock storage, equipment storage buildings and truck scales. Barrientos Design was hired to design full architectural plans, complete structural engineering of the facility, and oversee construction administration.

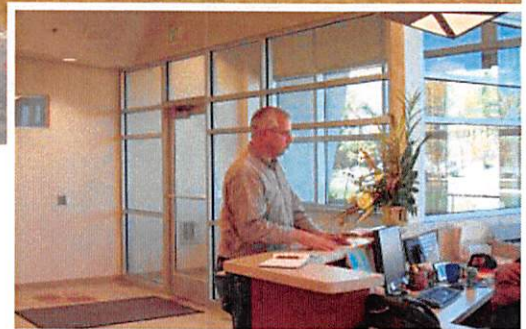
Size: 90,000 SF

Cost: \$17 M

Completion: 2005

Client: Door County Highway Dept.

Contact: John Kolodziej (920) 746-2203





KEWAUNEE COUNTY HIGHWAY & PARKS GARAGE FCA/SPACE NEEDS

Kewaunee, WI

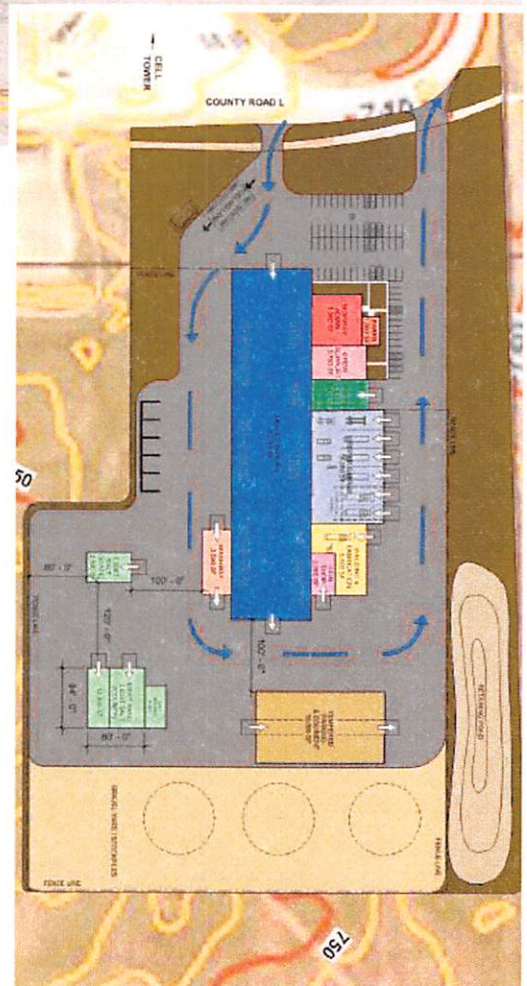
This study identified the costs to maintain and repair the existing County Highway facilities, tabulate future space needs for the building and yard facilities, and develop concept plans and costs for expanding and rearranging the Highway Facility. The solution time-frame for this study was out 50 years and thus, it takes a long-term look at building performance, merits of continued investment and the operational benefits gained over time.

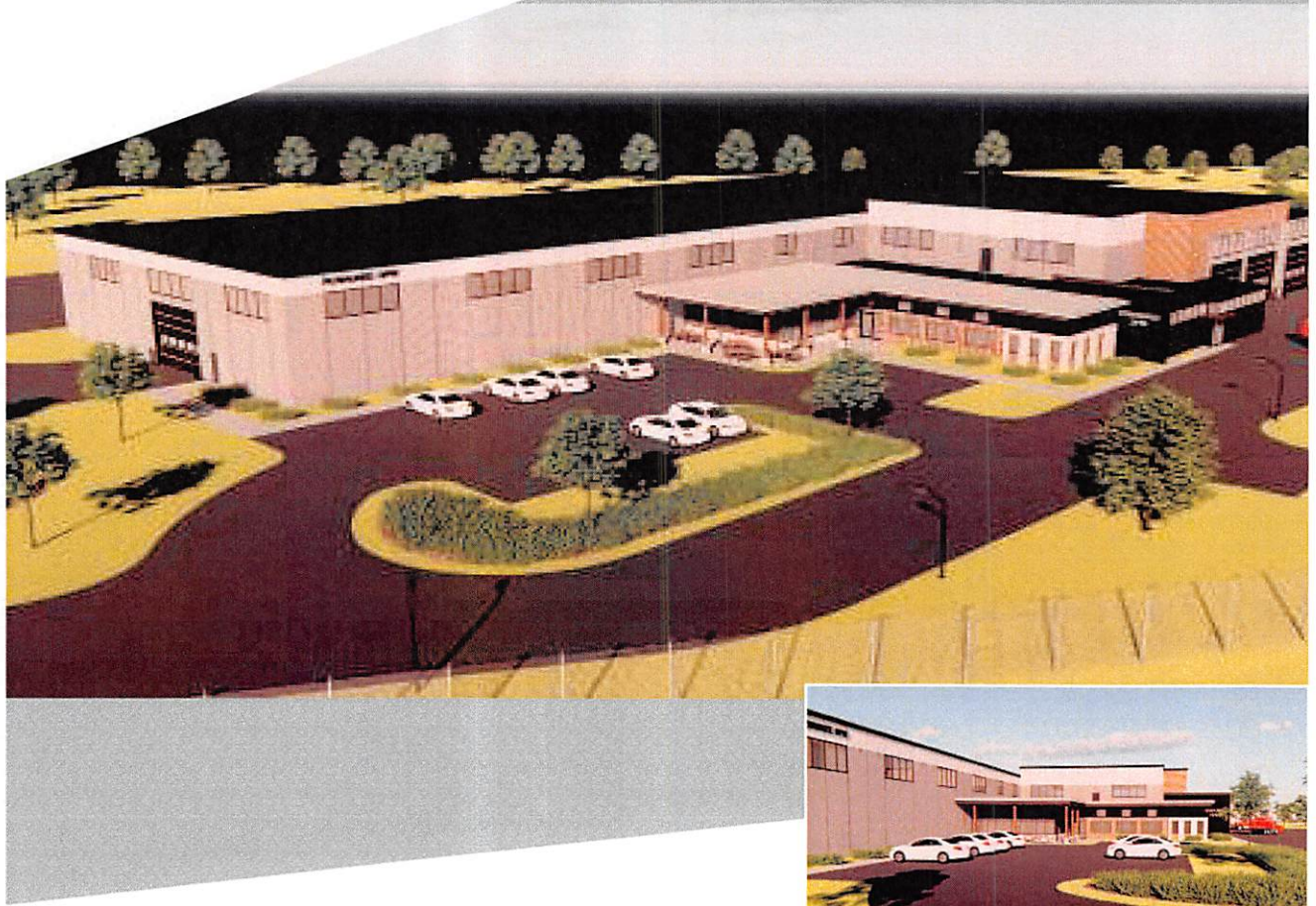
Barrientos Design, along with Ayres Associates, provided architectural and engineering services. The team conducted onsite interviews with the staff and toured the facility to observe usage, equipment, storage and general architectural needs.

Completion: 2020

Client: Kewaunee County

Contact: Todd Every





CITY OF PEWAUKEE PUBLIC WORKS GARAGE

Pewaukee, WI

The objective of this design was to establish costs to maintain and repair the existing City Hall/DPW facilities on Pewaukee Road, tabulate future space needs for the building and yard facilities, and develop concept plans and costs for expanding and rearranging the municipal complex. The buildings involved in this study were the City Hall, Highway Garage, Storage buildings and the DPW Yard facilities.

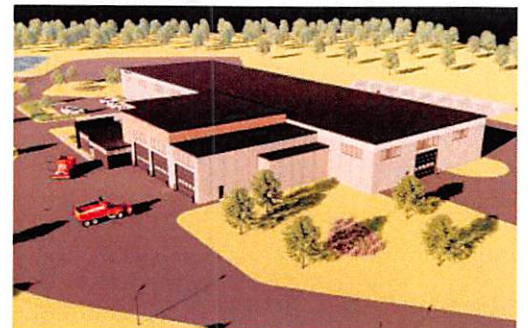
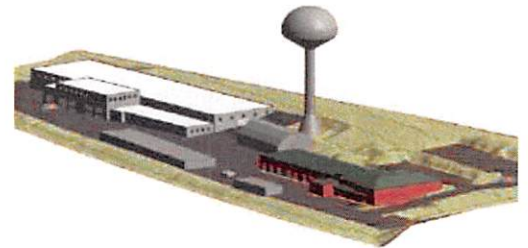
The Barrientos Design team conducted onsite interviews with the staff and toured the facility to observe usage, equipment, storage and general architectural needs. Information from interviews and analysis was used to provide a recommendation to the city on how to best capitalize on available space.

Size: 50,000 SF

Cost: \$14 Million

Completion:

Client: City of Pewaukee





MENOMINEE COUNTY MAINTENANCE FACILITY

Keshena, WI

Barrientos Design completed the design of a new 35,000 square foot fleet maintenance facility that houses patrol trucks in heated parking, three mechanic's bays, truck wash, parts storage, lube fluids, staff lockers and a lunch room.

Administrative areas include: Commissioner's office, County Meeting Room, lobby and administrative offices. Site functions include: cold storage building, salt shed, fueling station, truck scale, stockpile bins and separate parking for staff and visitors.

Barrientos Design was hired to design full architectural plans and oversee construction administration.

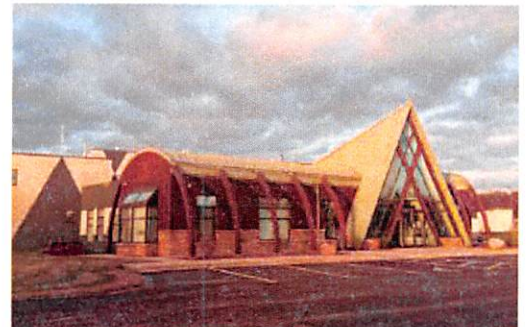
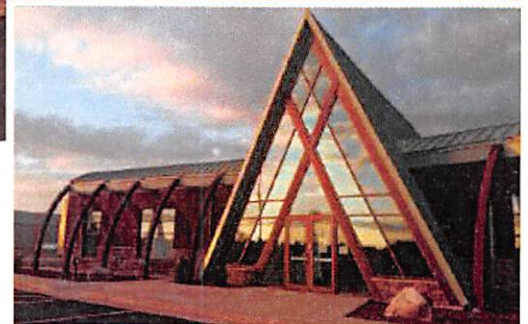
Size: 35,000 SF

Cost: \$12M

Completion: 2003

Client: Menominee Highway Dept.

Contact: Jeremy Weso, (715) 799-3369





MANITOWOC COUNTY MAINTENANCE FACILITY

Manitowoc, WI

Barrientos Design completed the design of this 76,000 square foot Highway Maintenance Facility located at a new site that previously functioned as a gravel quarry. Barrientos Design was hired to develop a complete site master plan to delineate all the ultimate facilities on the site over a three-year period.

Site functions include: operations building, salt dome, fueling station, compost pad, outdoor stock pile storage, equipment storage buildings, truck scales and asphalt plant machinery layout areas.

Building functions include: 7 vehicle service bays, steam wash bay, welding shop, sign shop, tire storage, fluid storage, parts storage, steel storage, lunchrooms, locker rooms and administrative offices.

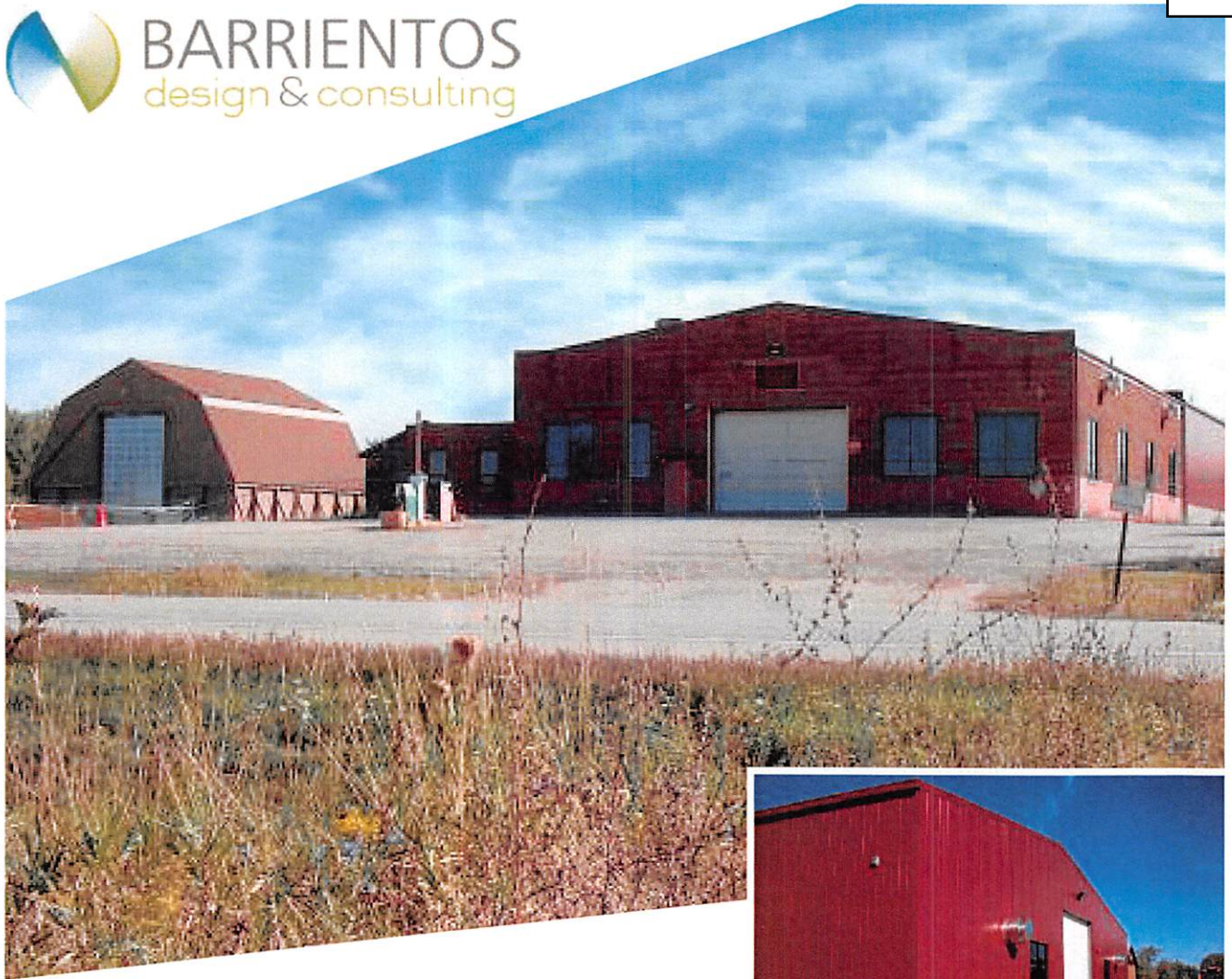
Cost: \$15M

Completion: 2002

Client: Manitowoc Highway Dept.

Contact: Wayne Sleger, (920) 683-4354





GREENLEAF MAINTANANCE FACILITY

Greenleaf, WI

Barrientos Design completed the addition of a new vehicle storage bay to the existing maintenance shop of 50 years. The new storage bay provides storage for 14 large vehicles including salting and snowplow trucks.

Exterior construction involved a new metal paneled enclosure, new windows, new roofing, and flooring refinishing. Interior renovation involved an accessible entry, new lockers, lunch room, offices, replacement of the entire HVAC systems, and modernization of electrical and plumbing systems.

Completion: 2004

Client: Brown County Highway Dept.
Doug Marsh, (920) 662-2154





NEW BERLIN STREETS & UTILITIES GARAGE

New Berlin, WI

For the City of New Berlin, Barrientos Design is designing two public works facilities: the Utilities Garage and the Streets/Parks/Building's Garage. Barrientos Design developed a space needs and master plan for implementing both facilities by reusing the existing sites.

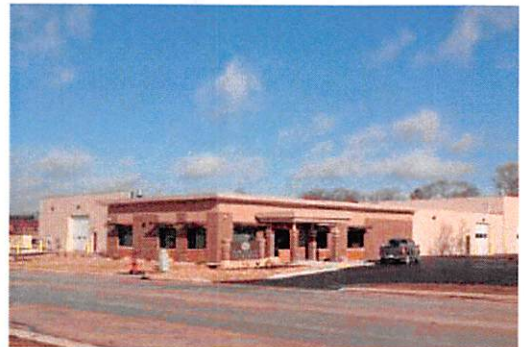
The recommended plan consists of a combined Streets/Parks/Buildings Garage of 74,000 SF along with a central repair garage. The Utilities Garage is a separate 30,000 SF building which involves partial demolition of the existing structure and creating a significant addition in place.

Size: 30,000 SF (Utilities Building)

Cost: \$4M

Completion: Fall 2018

Client: City of New Berlin





SUN PRAIRIE DPW FLEET REPAIR FACILITY

Sun Prairie, WI

Barrientos Design & Consulting was commissioned by the City of Sun Prairie to assist in the building of a new fleet repair maintenance facility with administration wing. The facility, with a steel frame and pre-cast panels, covers 15,000 square feet. The garage portion of the building features a mezzanine over the one-story facility. The administration wing includes lockers, bathroom facilities, washers and dryers, and lunch room/training space.

Barrientos Design provided a Siting Study, Master Planning, Schematic Design, Design Development, Construction Documentation, Bidding, Construction Administration and Management for the project.

Size: 15,000 SF

Cost: \$7.2M

Completion: 2007

Client: City of Sun Prairie

Contact: J.R. Brimmer 608-837-0712





WINNEBAGO CTY VEHICLE STORAGE ADDITION

Oshkosh, WI

Barrientos Design was hired to design full architectural plans and oversee construction administration for a 15,000 SF Storage Addition designed to house 15 trucks.

The building utilizes insulated metal panels for walls and roof. The existing building was analyzed and reinforced for additional snow drift loadings. Water and air are available at every other stall for convenient use.

Size: 15,000 SF

Cost: \$1.4M

Completion: 2002

Client: Winnebago Highway Dept.
John Haese, Hwy Commissioner
Tel: 920-232-1700





FOND DU LAC COUNTY CAMPBELLSPORT SATELLITE GARAGE Campbellsport, WI

Barrientos Design was selected by Fond du Lac County to design a new satellite garage in Campbellsport, WI. Before beginning the design of this facility we were tasked with reviewing and documenting all of the County Highway buildings, vehicles and equipment. After compiling this information we made a recommendation on the appropriate size of the new Campbellsport Garage.

The new 17,700 SF garage features solar panels, a wash bay, natural day-lighting, a mezzanine and a small office component consisting of a ready room, locker/toilet rooms and storage and mechanical space. Additionally, the site contains a 3,500 ton salt shed, 10,000 gallon fuel tank and storage for bulk materials.

Size: 17,700 SF

Cost: \$4.6M

Completion: 2014

Client: Fond du Lac County Highway Department

Contact: Tom Janke, 920-929-3488





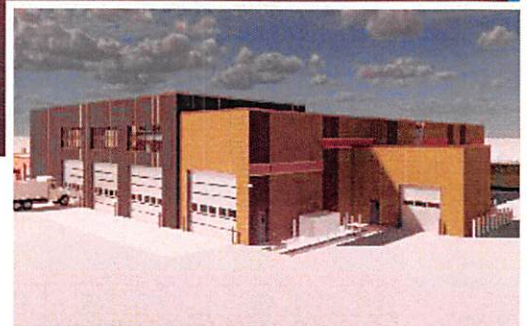
MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION NORTH GARAGE

Milwaukee, WI

The existing MCDOT garage on the north side of Milwaukee was old and undersized. The County was also interested in combining the Parks Forestry Division into the DOT building. Barrientos provided space planning, schematic-level drawings, and cost estimates for both scenarios. Option 1 was a 48,000 s.f. garage with 28 parking stalls and three repair bays, just for the DOT. Option 2 was a 72,000 s.f. garage for both Parks and DOT.

The challenge was to fit the garage, a 21,000 s.f. cold storage building, fuel island, an existing 12,000 ton salt shed, and yard storage for both departments on an eight acre site. An adjacent property purchase would be required. Barrientos was able to produce a site option with adequate vehicle circulation as well as accommodating all of the programmatic requirements.

Client: Milwaukee County





CITY OF SUN PRAIRIE PUBLIC WORKS GARAGE

Sun Prairie, WI

Barrientos Design and Consulting was retained by City of Sun Prairie to design a new Public Works Garage that involved a 25,000 heated parking garage and a 4,000 SF administration wing on a tight urban site. The Heated Parking Garage houses 32 large street maintenance vehicles along with parts storage, repair shop and truck wash bay.

The 4,000 SF Administration wing contains the Public Works Director's offices, accounting staff, crew lockers, lunchroom, laundry, communications and records archives.

The structure is a pre-engineered, metal-paneled building with a split-face block base for vehicle impact resistance. An entry canopy was added for rain and snow protection and to enhance the urban character of the building.

Cost: \$7M

Client: City of Sun Prairie Public Works

Contact: J.R. Brimmer 608-837-0712





LADYSMITH DPW ARMORY CONVERSION

Ladysmith, WI

After completing a Preliminary Design Study for the reuse of an existing Armory building and yard complex, Barrientos Design was hired to provide Final Design Documents, as well as Bidding and Construction Administration for the City of Ladysmith.

Renovation to the existing Armory building included converting an Assembly/Drill Hall into a Streets vehicle parking garage with one repair bay, a Unit Storage room into Water vehicle and equipment parking garage, a Kitchen into a Mechanic's office and parts storage, and a Rifle Range into bulk storage. A new fire sprinkler system was added throughout to provide compliance with State Building codes for reuse of this building for vehicle storage and office functions together.

Completion: 2020

Client: City of Ladysmith

Contact: Kurtis Gorsenger





BROWN COUNTY REDEVELOPMENT/RELOCATION STUDY

Green Bay, WI

The intent of this study was to determine the optimal building and site needs for a new Public Works facility assuming a relocation effort and identify candidate sites for the new facility and then at one recommended site, provide the County with a capital budget for a completely relocated facility.

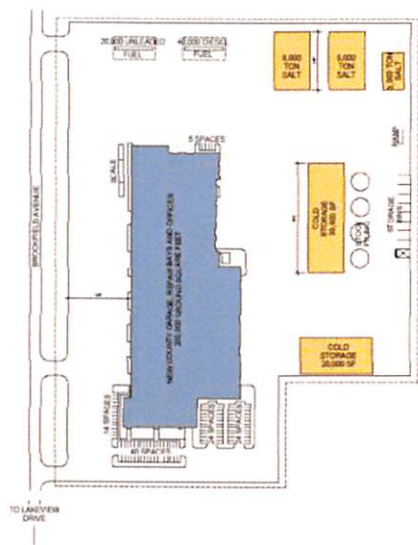
The operational groups incorporated in this new facility include: Highway Operations, Facilities Management, Parks, Land Conservation/Planning and Solid Waste. The Highway Operations' asphalt plant though is assumed to be relocated to a separate parcel.

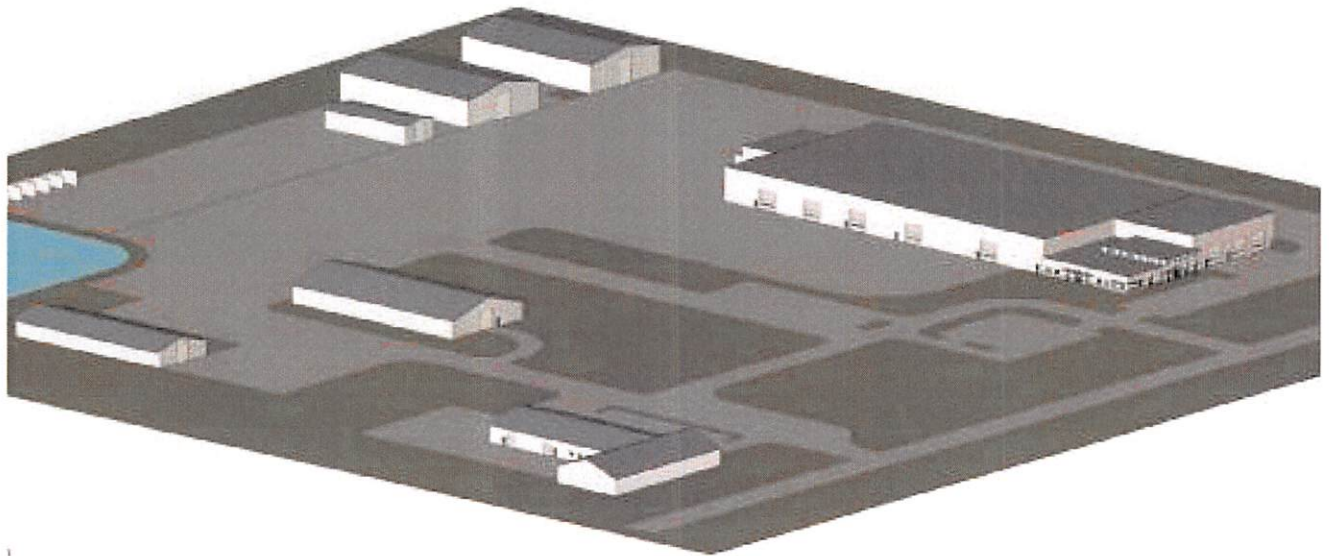
Size: 225,000 SF

Costs: \$46,000,000 Est

Completion: ongoing

Client: Brown County DPW, Doug Marsh, (920) 370-3587





Site 3D
Scale

Fond du Lac County Highway Dept.
 Traffic Development
 3/2015

FOND DU LAC COUNTY EXISTING BUILDING ANALYSIS AND SITE SELECTION STUDY

Fond du Lac, WI

Barrientos Design and Consulting was retained by Fond du Lac County to analyze the options that the Highway Department has for constructing a new main garage to replace their current undersized facility. Two options were considered for staying on and expanding the existing site in Fond du Lac. Twelve sites were looked at as possible replacement sites for the main garage with five of those being closely studied to determine a best fit for a new main garage.

A new site has been selected and we are currently completing another study before the County proceeds with the purchase of the land.

Size: 135,000

Cost: \$27,000,000 Est

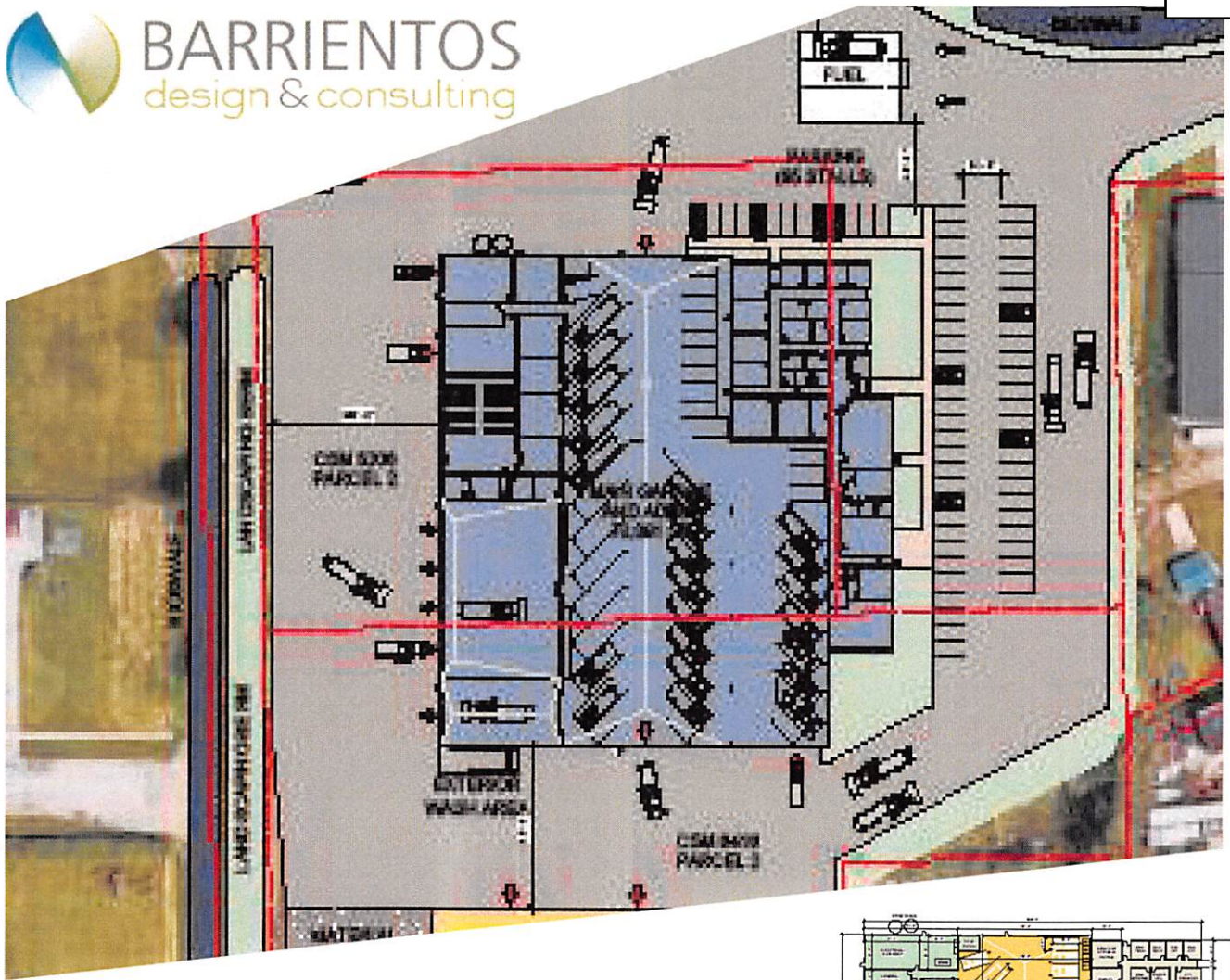
Completion: Preliminary Design Completed

Client: Fond du Lac County Tom Janke, 920-929-3488



 **BARRIENT**
 design & consulting



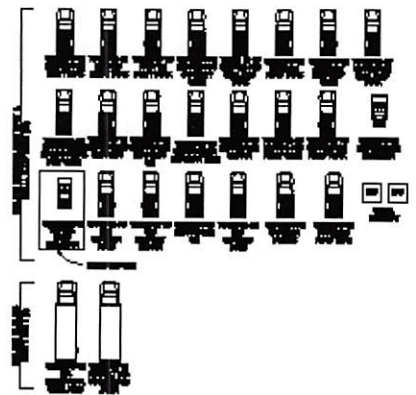


CITY OF CUDAHY PUBLIC WORKS DEPARTMENT

Cudahy, WI

The city of Cudahy hired Barrientos Design to assess both the building and yard space needs for the Public Works Department, which also encompasses the Parks Department, in order to determine the best direction for replacing their public works department. Initially, Barrientos Design analyzed current vehicle needs and employee counts, as well as factoring in future growth.

At the same time, Barrientos Design developed a concept design for the new building, using square footage counts determined by the space needs analysis. Barrientos worked extensively with the City of Cudahy to determine the best location for many offices and programmatic spaces. The garage is centered around a double-aisle heated garage, which provides parking for vehicles as well as emergency equipment.



Size: 83,000 SF

Cost: \$16,200,000 Est

Completion: Preliminary Design Complete

Client: Mary Jo Lange, Director of Public Works,
(414) 769-2253, City of Cudahy



WAUSAU CITY DPW GARAGE STUDY

Wausau, WI

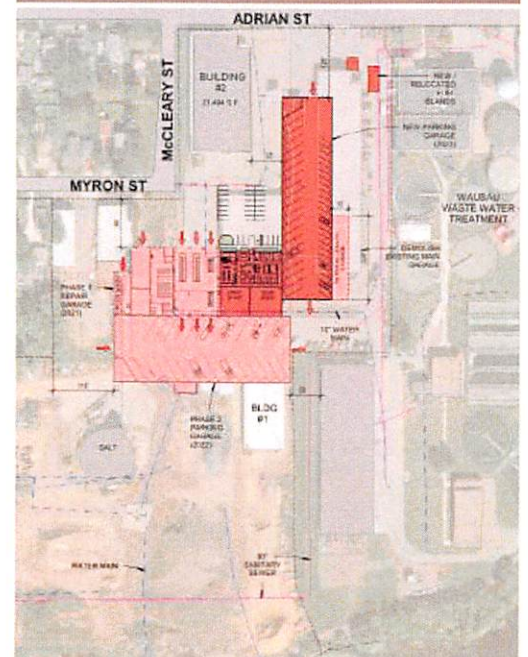
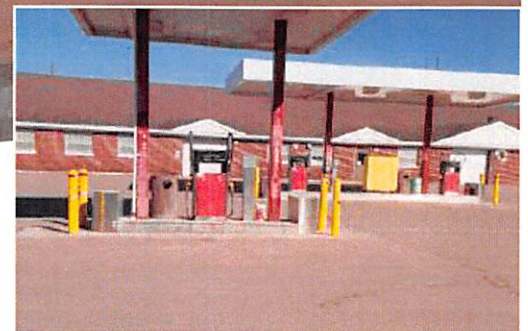
The focus of this study was to assess the capital costs required to maintain the City of Wausau's Department of Public Works facility over the next 10 years, and to identify the optimal spatial needs of the facility versus the current capacity. The subject facility is the main building at the DPW site. The Salt Shed and cold storage metal buildings are considered in good shape and were only briefly reviewed.

A facility condition and space needs assessment led to conceptual development of a new building and site planning at the existing site. The existing building was undersized and poorly laid for current operations. This hampered efficient parking, maneuvering, storage, and staff support. The new design options minimized the impact of new construction on current operations.

Completion: 2019

Client: City of Wausau

Contact: Ric Mohelnitzky



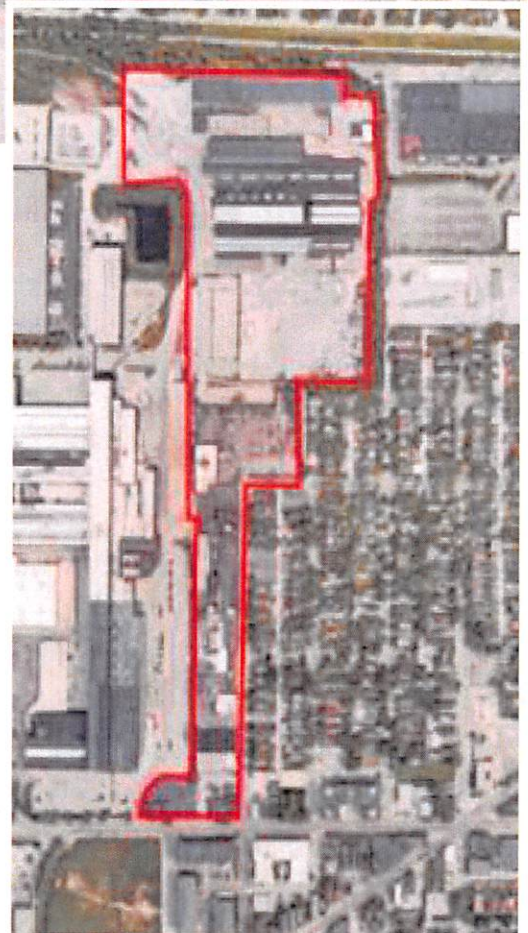


CITY OF WEST ALLIS DPW

West Allis, WI

West Allis hired Barrientos to perform facility programming and an extensive site selection study for their Department of Public Works. Our recommendation was to consolidate operations and departments (Yard, Fleet, Inventory, Buildings & Signs, Electrical, Streets & Sanitation, Utilities, and Forestry) into a 227,000 s.f. facility. We worked closely with the Fleet Supervisor to accurately program the 156 vehicles and 36 pieces of large equipment that require heated parking in order to reduce long-term maintenance cost, and more importantly, replacement costs.

Additionally, we were able to reduce several department area needs through the use of shared crew, shop, and support spaces. We determined that their ideal garage would need between 15 and 20 acres of land. We analysed 19 sites and reduced the possible candidates to 6. Ultimately, one site was recommended for construction.



Client: City of West Allis



5. ARCHITECTURAL SCOPE OF WORK

PROJECT BACKGROUND

Sheboygan DPW and Transit have conducted various renovations and alterations over the last decade with more projects being anticipated. As these facilities near 50+ years old, many of the building systems are needing replacement and there are functional layout issues hampering operational efficiencies.

At the DPW Garage, the areas anticipating needing renovation or expansion assessment include:

1. Truck wash bay, possibly construct a new stand-alone wash bay or as an addition.
2. Repair Garage upgrades for lube reels, vehicle lifts, point source ventilation
3. Repair Garage expansion to the east
4. Concrete Shop remodel or new one
5. Increase office space into Parts Storage
6. Various other shop bay renovations or relocations
7. Balance ventilation and air pressurization
8. Public waste drop-off relocation and traffic control
9. Added cold storage buildings
10. Increase yard for material storage
11. Adding parcels from adjacent home properties
12. Fencing and gate security
13. Employee and guest parking areas
14. General traffic flow and separation of DPW vehicles from staff, public and vendors.
15. Pre-wash down pad for truck grit, mud, rocks and ice
16. Power upgrades and distribution
17. Plumbing upgrades and distribution
18. HVAC system maintenance
19. Code compliance with ADA, occupancy separations and egress
20. Life-safety compliance

The Transit Garage has conducted less renovation work than the DPW and its facilities have an equally extensive deferred maintenance backlog.

SCOPE OF RENOVATION & EXPANSION STUDY

Barrientos Design will provide architectural planning services for the assessment and development of this scope of work. Specific tasks and deliverables will be as follows.

TASK 1 – FACILITIES CONDITION ASSESSMENT



1. Meet with City representatives to kick-off the project and confirm the scope, direction and desired outcome of the assessment
2. Reviewing existing drawings of the original building and recent renovations.
3. Create a base floor plan for planning and work identification purposes
4. Tour the Garage and Transit structures and document their facility condition through photographs and plan notations.
5. Gather data on past renovation work and costs over the past five years.
6. Identify the facilities major hinderances in executing daily functions.
7. Write up a narrative of each building system identifying repairs, replacement, maintenance or compliance needs and their costs. This will cover the following building components will be reviewed:
 - a. Architectural enclosure
 - b. Structural systems
 - c. HVAC systems
 - d. Plumbing systems
 - e. Electrical systems
 - f. Fixed maintenance equipment
 - g. Cold storage and Yard facilities, including salt sheds, cold storage, fuel station, site and fencing.
8. Prioritize and phase renovation work over a ten-year schedule
9. Develop a cost estimate of renovation items for the next 10 years.
10. Gather City's insured value of the structures. Compare renovation costs to insured value.
11. Summarize and present data in a booklet form. Offer opinion on the value of continued investment into the building or where monies are best spent for the longevity of the building.

Survey and report limited to what is accessible and otherwise observable. Detailed life cycled costs and ROI analysis are not included.

TASKS 2 – SPACE NEEDS & CONCEPT EXPANSION PLANS

1. Interview key City staff on the operations of repairs, equipment parking, parts storage, staff support and administrative areas
2. Intake facility data on: fleet composition, major fixed equipment, parts and bulk storage, mechanics, field crew, supervisors and administration needs and equipment.
3. Meet with staff to observe the flow of operations, material and personnel. Recommend the best relationship network the rooms should have to each other.
4. Assess how the Garages can meet changing trends of: labor demographics, staff attraction and retention, workplace health and safety, shop and maintenance efficiency, infrastructure operations and maintenance changes, vehicle composition and EV shifts.



5. Develop an Optimal Room Tabulation Program that identifies the needed space and configuration for major rooms. Compare recommended square feet against existing square feet and identify deficits of square feet.
6. Create a summary of facility deficiencies beyond square feet that covers: ceiling heights, door clearance, drive aisle clearances, equipment needs and accessibility of equipment and parts.
7. In a tabular form, summarize key facility data and capacities including number of vehicles parked, staff assignments fuel gallons stored and salt tonnage stored.
8. Future growth of the Departments' activities along with fleet and staffing changes will be explored. A percent increase in growth over the next ten years will be developed.
9. Summarize the space needs in terms of comparison to existing SF, proposed SF and recommended net increases in SF.
10. In narrative form, identify opportunities and constraints for expansion at the sites.
11. Develop concept floor and site plans indicating scope of renovation and expansion work.
12. Develop cost estimates and schedules for expansion scopes.
13. Provide a written analysis of how well the renovations and expansions meet the Garages' needs for the next 10 years.
14. Prepare a final report document and a PowerPoint presentation.
15. This report will be formatted into an 8 ½ x 11 booklet and provide a USB drive of the full report in pdf format.

TASK 3 – ADDITIONAL LAND OPTIONS & COMBINED FACILITY

1. For the DPW Garage alone at New Jersey Avenue, create up to three concept layouts assuming adjacent parcels can be purchased.
2. Create a hypothetical and optimal combined Garage facility site and building plan for use in establishing sizing criteria.
3. For a combined DPW and Transit Garage facility at New Jersey Avenue, create up to three concept site layouts assuming adjacent parcels can be purchased.



6. SCHEDULE & WORKLOAD

STUDY SCHEDULE

Barrientos Design will provide this study over a four-month period as follows:

Task 1 – Facilities Condition Assessment: six weeks

Task 2 – Space Needs: six weeks

Task 3 – Expansion Options: four weeks

Total time 16 weeks (four months)

CURRENT WORKLOAD

With our experienced staff and specialized consultant team, Barrientos Design is fully capable of executing the scope of work in a timely manner and to a successful conclusion. On past City projects, we have always met the schedule and interim milestones allowing the client to move along steadily and per schedule.

As Principal for our company, I positively state that we the quantity and expertise of staff required to commit to your schedule and scope of work required. Moreover, we will actively monitor and organize the design schedule so everyone on the team stays informed and up to date.

Barrientos Design current backlog of work extends out three months with some of these projects winding down over the next month.

Given that two to three architects will be working on this around 50% of their time, and that we have a staff of 10 people, we foresee no problem in providing the manpower to complete the study in four months.

We also believe that the four month's period is an appropriate amount of time to cover the scale of the two facilities.



7. PROJECT APPROACH

VALUE ADDED APPROACH & BUILDING CONSENSUS

Our design process will be thorough, deep and cognizant of what today's best industry practices are for Shops and Garages. We will start with documenting your operational mission, functional goals, staffing organization, vehicle composition, shop practices, parts inventory and controls and needs for security. We will then engage your staff at the Director, Superintendent, and Manager level for a 360 assessment of how operations best flow throughout the day. Once these broad operational issues are defined, we will intake, document and tabulate the key facility design criteria that support your mission and goals for a streamlined operation.

In the end, our planning goal will be to deliver to the City, a building and site plan that supports daily operations, captures the flow and sequence of activities, provides space that is right-sized, configured for time-efficient operations, and allows for the flexibility of change and growth. Moreover, we will pinpoint where the functions can be best grouped to share common building resources and logical workflow adjacencies.

Barrientos Design will achieve this planning rigor based on our commanding experience in the field of Garage and Shop design. We have executed designs on over 60 Garages and Shops over the last 36 years and our design professionals have consistently practiced design with this building type as well. 80% of our overall design work over these years, has been with Garages and Shops. Moreover, we have become a resource to industry associations such as APWA and the WI County Highway Association, through our professional seminars provided to organizations.

Our approach will be to first focus on the fleet and how that equipment can be best stored, accessed and maintained throughout daily operations. Following the sequence of events that occur from the start of morning staging to the loading of field equipment and then on the return of the day for unloading, washing and fueling, will provide us the essential traffic patterns needed.

The next essential element of the facility will be asset control: storage locations, loading, shelving, distribution, and proper storage environments. Large amounts of material flow in and out of yard so lining up the sequence of material movement will be documented by our team during Pre-Design. The provision for secured and personal protection equipment items will be essential to control inventory along convenient distribution to the staff.

Maintenance and preparation of the vehicles is a major and ongoing activity at shops and we will review with the staff, the best methods and practices to achieve this. From truck washing, parts washing, hydraulic hose checks, the attachment of implements, and tire pressure checking all are part of an operator's daily activity. For the mechanics on site, the selection and layout of lifts, overhead cranes, bulk-fluid reels, welders and exhaust



systems are key to their ability to turn-over repair items efficiently.

The staff and organizational breakdown of the DPW/Transit staff will be explored as to how they are grouped, where they travel throughout the building and site during the day, who supervises them and what other groups they frequently interact with. For us, worker health and safety is paramount in a shop environment such as a Garage. The interior environment will be designed with clear walking passages, high levels of task lighting (natural and artificial), frequent air changes, slip resistant flooring, tie-off hooks where there is climbing involved, break areas free and clear of vehicles and repair activities, and locker / restroom facilities that offer privacy, storage for all assigned personal gear, and ADA accessibility.

As an expert in the design of Garages, Barrientos Design will also focus on the operational technology changes that have occurred over the last decade and impact the facility design. Many of these changes have involved different kinds of trucks and road equipment that can perform field functions more efficiently. This has resulted in most shops purchasing larger and more complex trucks that have many computerized and mechanized components. This in turn has created the need for larger parking stalls, a wider variety of vehicle parts, additional lube and oil types to be stocked, and higher levels of care and preparation needed for each truck. With your operators we will explore where the equipment technology trends are leading and what they will mean for your fleet composition.

CONTROLLING CONSTRUCTION COSTS

For most of our Garage designs we have worked with a Construction Manager as an integral part to our team. This delivery method is mutually beneficial for the City, A/E Design Team and the CM. Working through the design while getting periodic feedback on project costs allows us as a design team to pivot and value engineer parts of the project to bring it in on budget. Through our expertise in this specific project type we are well positioned to advise on building components or equipment that you do not want to sacrifice on and other areas where you can compromise in order to meet County goals.

As your trusted partner in the design of this important project we will work diligently to incorporate the needs of all departments to deliver a project that serves the City and its residents well for years to come.



8. LEGAL & INSURANCE

LEGAL ISSUE OUTCOMES, FILED AGAINST COMPANY

Barrientos Design positively states that we have no claims filed against us by a client.

LEGAL ISSUE OUTCOMES, COMPANY FILED AGAINST CLIENT

Barrientos Design positively states that we have no claims filed against us by a client.

GENERAL LIABILITY COVERAGE

Barrientos Design maintains general business liability coverage through State Farm. Our coverage limits have always met the requirements of our past municipal clients.

PROFESSIONAL LIABILITY COVERAGE

Barrientos Design maintains professional liability insurance with AON insurance. Our coverage limits have always met the requirements of our past municipal clients.



9. PROFESSIONAL SERVICES FEE

FEE

Barrientos Design will provide the above work for a lump sum fee \$51,729.

Reimbursables will include: travel, reproductions requested and distributed to the City, governmental application fees, and land surveys.

HOURLY RATE SCHEDULE BY CLASSIFICATION

For additional services where we agree to charge on an hourly basis, our rates by classification are as follows:

1. Principal-in-Charge:	\$185
2. Project Manager:	\$136
3. Project Architect:	\$102
4. Design Architect:	\$85
5. Intern/Clerical	\$64

R. C. No. 16 - 22 - 23. By PUBLIC WORKS COMMITTEE. June 6, 2022.

Your 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.

_____ 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. 15 - 22 - 23. By Alderpersons Dekker and Perrella.
May 16, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Sheboygan CMAQ Signal Improvements (the "Project"); and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the low bid was from Bodart Electric Service, Inc. for \$869,822.75; and

WHEREAS, the City Engineer has reviewed the bid 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 Bodart Electric Service, Inc. for the construction of the Project.

Public Works

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 #40033140-631200 (Street Improvements)	\$481,062.75
Account #48033140-631200 (Street Improvements)	\$388,760.00

Dean Decker
Mayor Grant Phillips

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	
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		Bid Number:	2463-22	Page: 1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Bodart Electric Service, 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: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project ID 4291-00-71 Taylor Drive Traffic Flow Improvement, Superior Ave to Indiana Ave; Project ID 4640-01-72 STH 28 Traffic Flow Improvement, North Avenue to Indiana Avenue; and Project ID 4650-02-71 STH 26 Traffic Flow Improvement, South Taylor Drive – North 9th Street, City Bid Number: 2463-22

- 2.02 City of Sheboygan Resolution: {Resolution Number}

ARTICLE 3 – ENGINEER

- 3.01 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.
- 3.02 The Designer of the project is JT Engineering, Inc.

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 14th day following substantial completion.

4.03 *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 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

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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.
- 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.

4.04 *Special Damages*

- A. 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.
- B. 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.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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.
 - 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.

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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.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:


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- a. Performance.
 - b. Payment bond.
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.
8. All other federal requirements related to this project, which may not be attached but are incorporated by reference, including but not limited to:
 - a. Federal labor Provisions (HUD 4010)
 - b. Federal Wage Determinations
 - c. Affirmative Action Requirements
 - d. Equal Opportunity Clause
 - e. Contract requirements as identified in section 00 43 43
- 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.

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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.
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.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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;


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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
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:
Bodart Electric Service, 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: _____
(signature)
Name, _____
Title: Meredith DeBruin, City Clerk

Address for giving notices:


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, Charles C. Adams, City Attorney
Title:
Date: _____


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Project ID 4291-00-71
Taylor Dr Traffic Flow Impr.
Superior Ave to Indian Ave

Project ID 4640-01-72
STH 28 Traffic Flow Impr.
North Ave to Indian Ave

Project ID 4650-02-71
STH 23 Traffic Flow Impr.
South Taylor Dr – North 9th St

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
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00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
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 43 43	Federal Requirements	1
	Supplemental Contract Special Provisions - Projects w/ Federal Aid	2
	Federal Wage Rate Sheets	17
	Executive Order 11246	2
	Commitment to Subcontract to DBE – DT1880	2
	Commitment to Subcontract to DBE – Attachment A	1
	Buy America Certifications	1
	Buy America Provision	1
	Cargo Preference Act	1
	ASP-3	33
	Required Contract Provision – FHWA 1273	11
	FHWA 1273 – Attachment A	1
	Certification Regarding Debarment, Suspension, and Other Matters	2
	Additional Federal-Aid Provisions	1
	Proposal Requirements & Conditions	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
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	4
00 61 14	Payment Bond Form	4
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	76

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[illegible]

TAYLOR DR TRAFFIC FLOW IMPROVEMENT

SUPERIOR AVE - INDIANA AVE
NON HWY
SHEBOYGAN COUNTY

STATE PROJECT NUMBER
4291-00-71

FEDERALLY FUNDED PROJECT

STH 28 TRAFFIC FLOW IMPROVEMENT

NORTH AVE - INDIANA AVE
NON HWY
SHEBOYGAN COUNTY

STATE PROJECT NUMBER
4640-01-72

FEDERALLY FUNDED PROJECT

STH 23 TRAFFIC FLOW IMPROVEMENT

STAYLOR DR - N 9TH ST
NON HWY
SHEBOYGAN COUNTY

STATE PROJECT NUMBER
4650-02-71

FEDERALLY FUNDED PROJECT

BEGIN CONSTRUCTION
PROJECT ID 4640-01-72

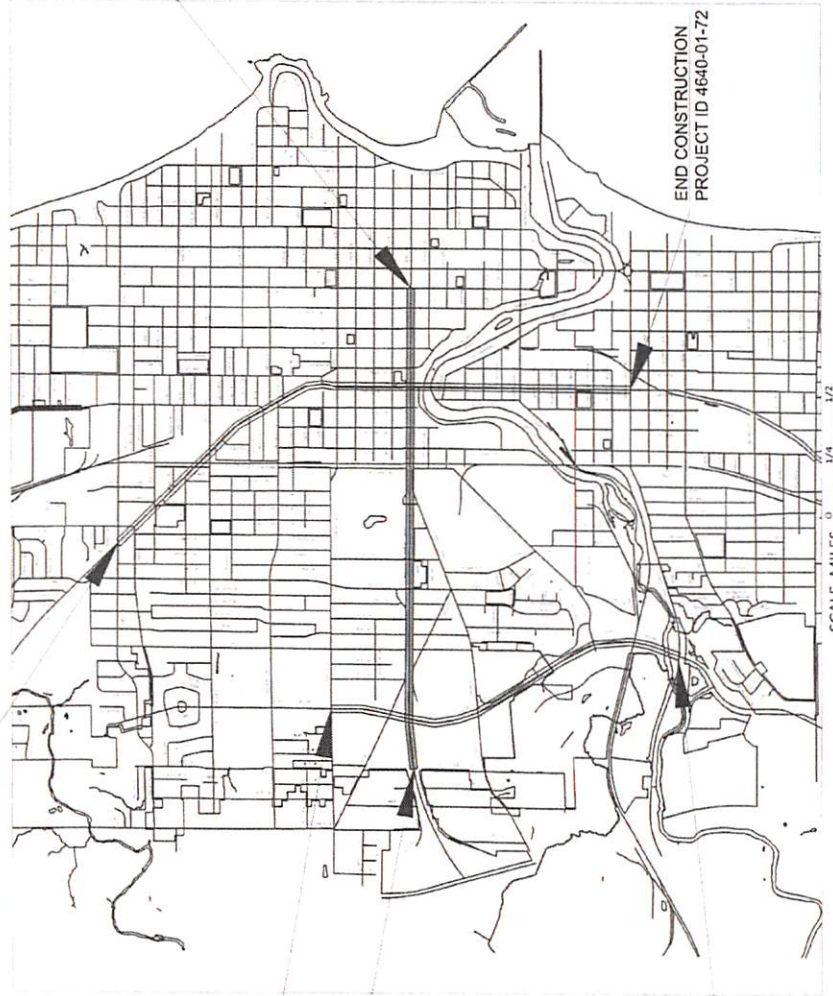


BEGIN CONSTRUCTION
PROJECT ID 4291-00-72

BEGIN CONSTRUCTION
PROJECT ID 4650-02-71

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	DETAILS
55	TRAFFIC SIGNAL PLANS
61	MISCELLANEOUS QUANTITIES
61	STANDARD DETAIL DRAWINGS
END CONSTRUCTION PROJECT ID 4291-00-72	



END CONSTRUCTION
PROJECT ID 4650-02-71

END CONSTRUCTION
PROJECT ID 4640-01-72

ACCEPTED FOR
CITY OF SHEBOYGAN

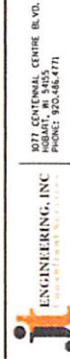
2/24/22
Date
Signature of City Engineer

ORIGINAL PREPARED BY



2/23/22
Date
Signature of Designer

CITY OF SHEBOYGAN SIGNALS
SHEBOYGAN COUNTY, WISCONSIN



OBE PERCENTAGE: 0%

CMAQ Signal Improvements (#8085825)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/29/2022 02:00 PM CDT

						Bodart Electric Service, Inc	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
COS							
	1	204.0155	Removing Concrete Sidewalk	SY	25	\$50.00	\$1,250.00
	2	204.0195	Removing Concrete Bases	EACH	8	\$250.00	\$2,000.00
	3	602.041	Concrete Sidewalk 5-Inch	SF	220	\$20.00	\$4,400.00
	4	619.1	Mobilization	EACH	3	\$30,500.00	\$91,500.00
	5	634.0811	Posts Tubular Steel 2x2-Inch X 11-FT	EACH	1	\$275.00	\$275.00
	6	637.221	Signs Type II Reflective H	SF	10.25	\$30.00	\$307.50
	7	637.223	Signs Type II Reflective F	SF	14.14	\$35.00	\$494.90
	8	638.2102	Moving Signs Type II	EACH	2	\$250.00	\$500.00
	9	638.2602	Removing Signs Type II	EACH	2	\$250.00	\$500.00
	10	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	130	\$10.00	\$1,300.00
	11	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	80	\$12.00	\$960.00
	12	652.0605	Conduit Special 2-Inch	LF	75	\$30.00	\$2,250.00
	13	653.0905	Removing Pull Boxes	EACH	2	\$250.00	\$500.00
	14	653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	3	\$1,750.00	\$5,250.00
	15	654.0102	Concrete Bases Type 2	EACH	5	\$975.00	\$4,875.00
	16	654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	3	\$1,750.00	\$5,250.00
	17	655.023	Cable Traffic Signal 5-14 AWG	LF	11580	\$1.82	\$21,075.60
	18	655.024	Cable Traffic Signal 7-14 AWG	LF	4475	\$2.02	\$9,039.50
	19	655.026	Cable Traffic Signal 12-14 AWG	LF	23175	\$2.99	\$69,293.25
	20	655.027	Cable Traffic Signal 15-14 AWG	LF	2340	\$4.25	\$9,945.00
	21	655.028	Cable Traffic Signal 19-14 AWG	LF	410	\$4.75	\$1,947.50
	22	655.0515	Electrical Wire Traffic Signals 10 AWG	LF	25090	\$0.95	\$23,835.50
	23	655.0305	Cable Type UF 2-12 AWG Grounded	LF	7265	\$1.60	\$11,624.00
	24	657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	7	\$450.00	\$3,150.00
	25	657.031	Poles Type 3	EACH	7	\$2,995.00	\$20,965.00
	26	657.0315	Poles Type 4	EACH	2	\$1,822.00	\$3,644.00
	27	657.0585	Trombone Arms 15-FT	EACH	1	\$1,340.00	\$1,340.00
	28	657.059	Trombone Arms 20-FT	EACH	1	\$1,431.00	\$1,431.00
	29	657.0715	Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	EACH	2	\$570.00	\$1,140.00
	30	658.0173	Traffic Signal Face 35 12-Inch	EACH	7	\$680.00	\$4,760.00
	31	658.0412	Pedestrian Signal Face 12-Inch	EACH	2	\$935.00	\$1,870.00
	32	658.0416	Pedestrian Signal Face 16-Inch	EACH	2	\$505.00	\$1,010.00
	33	670.01	Field System Integrator	LS	3	\$4,195.00	\$12,585.00
	34	670.02	ITS Documentation	LS	3	\$4,195.00	\$12,585.00
	35	678.05	Communication System Testing	LS	3	\$4,195.00	\$12,585.00
	36	678.04	Fiber Optic Termination	EACH	68	\$200.00	\$13,600.00
	37	SPV.0060.01	Salvage and Reinstall Existing Signal Equipment on New Pole	EACH	1	\$2,750.00	\$2,750.00
	38	SPV.0060.02	Radio Antenna	EACH	15	\$4,750.00	\$71,250.00
	39	SPV.0060.03	Ethernet Switch	EACH	25	\$2,295.00	\$57,375.00
	40	SPV.0060.04	Fiber Optic Termination Panel	EACH	18	\$1,495.00	\$26,910.00
	41	SPV.0060.05	Install Traffic Signal Control Cabinet	EACH	19	\$3,750.00	\$71,250.00
	42	SPV.0060.06	Install Gridsmart Video Detection System	EACH	18	\$3,750.00	\$67,500.00
	43	SPV.0060.07	Intall Extra Gridsmart Video Detection Camera	EACH	2	\$3,750.00	\$7,500.00
	44	SPV.0060.08	Removing Traffic Signal Unit	EACH	5	\$1,750.00	\$8,750.00
	45	SPV.0090.01	Procure and Install Fiber Optic Cable Outdoor Plant 6-Ct	LF	26400	\$4.00	\$105,600.00
	46	SPV.0105.01	Traffic Control - Taylor Dr Corridor	LS	1	\$26,500.00	\$26,500.00
	47	SPV.0105.02	Traffic Control - 14th St Corridor	LS	1	\$24,000.00	\$24,000.00
	48	SPV.0105.03	Traffic Control - STH 23 Corridor	LS	1	\$24,000.00	\$24,000.00
	49	SPV.0105.04	Erosion Control & Restoration - Taylor Dr Corridor	LS	1	\$5,800.00	\$5,800.00
	50	SPV.0105.05	Erosion Control & Restoration - 14th St Corridor	LS	1	\$5,800.00	\$5,800.00
	51	SPV.0105.06	Erosion Control & Restoration - STH 23 Corridor	LS	1	\$5,800.00	\$5,800.00
Total							\$869,822.75

VIII

R. C. No. 23 - 22 - 23. By PUBLIC WORKS COMMITTEE. June 6, 2022.

Your 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.

_____	_____
_____	_____
_____	_____
	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. 20- 22 - 23. By Alderpersons Dekker and Perrella. May 16, 2022.

A RESOLUTION 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.

WHEREAS, the City Wastewater Treatment Facility ("WWTF") desires to purchase and install a Screenings Washer Monster ("equipment") in order to have a backup should the current Screenings Washer Monster fail; and

WHEREAS, JWC Environmental is the manufacturer of this equipment and desires to sell the equipment directly to WWTF; and

WHEREAS, due to the costs associated with this equipment, WWTF desires to duplicate the existing equipment rather than purchase different equipment to reduce the amount of parts inventory necessary for future repairs; and

WHEREAS, City staff will be responsible for installation, and maintenance of this equipment; and

WHEREAS, the total cost to purchase and install this redundant system, including all parts, materials, shipping and fabricating is estimated at \$155,100.00; and

WHEREAS, Staff has reviewed the proposal in detail to assure completeness in scope and has determined that the pricing quoted is within the realm of charges considered to be usual and customary for similar products and services and in accordance with manufacturer specifications; and

WHEREAS, to avoid the appearance of serial contracting, it bears noting that the equipment being purchased is identical to the WWTF's existing system to wash and compact screened wastewater solids. WWTF has successfully operated and maintained the original system and expects to keep the original equipment in service for the foreseeable future.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with JWC Environmental of Santa Ana CA to purchase a new Screenings Washer Monster at the Wastewater Treatment Plant in the amount of \$114,100.00.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$155,100.00, from Account No. 60138300-631100 for the contract with JWC Environmental for the provision of equipment along with all additional services, material and supplies related to the installation of a redundant screen/scum rejects system.

Dean Dubke
Mayor

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



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Item 20.

Customer: 6001053

Sheboygan, City of
Finance Dept.
3333 Lakeshore Dr
Sheboygan, WI 53081-4442

US - UNITED STATES

Quote Number: 63116 RevC

Quote Date: 04/28/2022

Terms: NET 30 DAYS

Pricing: Valid 60 Days

FOB: Origin

Lead Time: 10-12 weeks ARO -
shipping/handling included

Grinder Serial #: 103932-2-1

Ticket #: CAS-104739-X9M7

Project: Sheboygan WWTP

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
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Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Item 20.

SCREENINGS WASHER MONSTER	1	\$114,000.00	\$114,000.00
Model SWM4018			
* Grinder			
40002-0018 Macho Monster			
18" cutter stack			
2.5" nominal shaft diameter			
11-tooth cam cutters in 4130 alloy steel			
cleanout combs			
tungsten carbide mechanical seals rated for 60 psi			
BUNA-N seal elastomers			
gray iron end housings & side rails			
cork & rubber gaskets			
43:1 speed reducer			
10 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor			
Hunter green epoxy paint			
* Tank & Auger			
304 stainless steel tank			
1/4" perforated screen			
12" dia. alloy steel spiral with nylon brush			
60 deg. discharge elbow			
1250 mm (49") tapered discharge tube and tip			
316 stainless steel spray wash assembly			
manual ball & bronze explosion-proof solenoid valves			
two (2) - 4" NPT liquid drain connections			
155:1 right-angled speed reducer			
3 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor			
Hunter green epoxy paint			
* Forklift base assembly fabricated in 304 stainless steel			
* Motor Controller			
PC2350			
NEMA 4X 304 SST enclosure			
460v/3ph/60Hz input power			
NEMA starters with over-current protection			
jam-sensing current transformers			
micro-PLC			
operator interface			
PC10 NEMA 7 remote station & bracket			
explosion-proof J-box & bracket			

Shipping	Shipping & Handling	1	\$0.00	\$0.00
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Please verify serial number is correct.

Sub Total	\$114,000.00
Tax	
Total	\$114,000.00

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order.
3. Availability of parts are subject to change at any time.



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Santa Ana, CA 92707 USA
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Item 20.

4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Jon Kimler
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Item 20.

Please provide the following information. Failure to do so may delay processing of order. Quote #: 63116 RevC

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

☐ Prepay & Add to Invoice

☐ Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Signature: _____

Date: _____

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

~~Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.~~

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in material, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

~~This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of Wisconsin. California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 40 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.~~

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

R. O. No. 18 - 22 - 23. By CITY PLAN COMMISSION. June 6, 2022.

Your 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.

CITY PLAN COMMISSION

II

23

Item 21.

R. O. No. 10 - 22 - 23. BY CAPITAL IMPROVEMENTS COMMISSION.
May 16, 2022.

Your 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.

CAPITAL IMPROVEMENTS COMMISSION

City Plan

II
R. O. No. 1 - 22 - 23. BY CITY ADMINISTRATOR TODD WOLF.
April 19, 2022.

Submitting Capital Improvements Program (CIP) Requests for the years
2023 - 2027.

CITY ADMINISTRATOR

*Capital
Improvements*

2023 - 2027 Capital Improvement Program List

Item 21.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	<u>REVENUES</u>												
	Property Tax Levy												
	Police	1	\$202,000		\$261,000		\$231,000		\$225,000		\$225,000		\$1,144,000
	Street Improvement and Sidewalks	2	\$676,000		\$676,000		\$676,000		\$676,000		\$676,000		\$3,380,000
	General Government Projects	3	\$60,000		\$60,000		\$60,000		\$0		\$60,000		\$240,000
	Fire	4	\$70,300		\$72,000		\$29,000		\$66,000		\$33,000		\$270,300
	Park, Forest and Open Space Fund	5	\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$550,000
	Park Impact Fee Fund	7	\$275,000		\$225,000		\$250,000		\$250,000		\$200,000		\$1,200,000
	Vehicle / Land Sales	8	\$62,000		\$74,000		\$71,000		\$90,500		\$75,500		\$373,000
	County / State / Federal Grants	9	\$2,500,000		\$1,121,000		\$376,000		\$2,075,000		\$0		\$6,072,000
	Other Municipality Contributions (County Sales Tax)	10	\$411,000		\$411,000		\$411,000		\$411,000		\$411,000		\$2,055,000
	G. O. Borrowed Funds	11	\$4,321,500		\$8,217,250		\$16,426,000		\$7,448,000		\$10,814,158		\$47,226,908
	Other Borrowed Funds	12	\$1,171,400		\$3,200,000		\$1,000,000		\$0		\$250,000		\$5,621,400
	Donations	13	\$600,000		\$20,000		\$0		\$140,000		\$450,000		\$1,210,000
	User Fees	14	\$2,375,000		\$2,220,000		\$1,900,000		\$2,310,000		\$4,577,500		\$13,382,500
	Special Assessment	15	\$100,000		\$100,000		\$100,000		\$100,000		\$100,000		\$500,000
	Vehicle Registration Fee	16	\$700,000		\$700,000		\$700,000		\$700,000		\$700,000		\$3,500,000
	Other/CDBG	17	\$0		\$0		\$0		\$0		\$0		\$0
	Fund Balance	18	\$3,591,250		\$5,981,750		\$6,639,750		\$1,500,750		\$526,000		\$18,239,500
	TOTAL REVENUE		\$17,225,450		\$23,449,000		\$28,979,750		\$16,102,250		\$19,208,158		\$104,964,608
	<u>EXPENDITURES</u>												
	City Buildings												
	ADA Infrastructure Improvements- Citywide Program - Buildings	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Harbor Centre Dock Replacement	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Harbor Centre Dock Replacement		\$0	11	\$3,000,000		\$0		\$0		\$0		\$3,000,000
	ADA Infrastructure Improvements - Citywide Program - Buildings		\$0	11	\$0		\$250,000		\$0		\$0		\$250,000

2023 - 2027 Capital Improvement Program List

Item 21.

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	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			Executive		Executive		Executive		Executive		Executive		Executive
	City Buildings - continued												
	Harbor Centre Dock Replacement		\$0	11	\$0		\$10,000,000		\$0		\$0		\$10,000,000
	Municipal Service Building - Building Maintenance / Improvements		\$0		\$0	11	\$0		\$0		\$4,725,000		\$4,725,000
	ADA Infrastructure Improvement - Citywide Program - Buildings		\$0		\$0		\$0	11	\$0		\$250,000		\$250,000
	Total - City Buildings		\$500,000		\$3,000,000		\$10,250,000		\$0		\$4,975,000		\$18,725,000
	Police												
	Marked Vehicles - Sport Utility Vehicles (4)	1,8	\$196,000		\$0		\$0		\$0		\$0		\$196,000
	Patrol Wagon	1,8	\$50,000		\$0		\$0		\$0		\$0		\$50,000
	Marked Vehicles - Sport Utility Vehicles (4)		\$0	1,8	\$190,000		\$0		\$0		\$0		\$190,000
	Unmarked Vehicle - Sport Utility Vehicle		\$0	11	\$47,000		\$0		\$0		\$0		\$47,000
	Police Facility Building Maintenance		\$0	1	\$71,000		\$0		\$0		\$0		\$71,000
	Marked Vehicles - Sport Utility Vehicle		\$0		\$0	1,8	\$48,000		\$0		\$0		\$48,000
	Unmarked Vehicle - Sport Utility Vehicle		\$0		\$0	1,8	\$48,000		\$0		\$0		\$48,000
	Unmarked Vehicle (3)		\$0		\$0	1,8	\$90,000		\$0		\$0		\$90,000
	Squad Computers		\$0		\$0	1	\$80,000		\$0		\$0		\$80,000
	Marked Vehicles - Sport Utility Vehicles (5)		\$0		\$0		\$0	1,8	\$245,000		\$0		\$245,000
	Unmarked Vehicle		\$0		\$0		\$0	1,8	\$35,000		\$0		\$35,000
	Marked Vehicles - Sport Utility Vehicles (4)		\$0		\$0		\$0		\$0	1,8	\$196,000		\$196,000
	Unmarked Vehicle - Sport Utility Vehicle		\$0		\$0		\$0		\$0	1,8	\$49,000		\$49,000
	Unmarked Vehicle		\$0		\$0		\$0		\$0	1,8	\$35,000		\$35,000
	Impound Area Improvements		\$0		\$0		\$0		\$0	11	\$1,000,000		\$1,000,000
	Total - Police		\$246,000		\$308,000		\$266,000		\$280,000		\$1,280,000		\$2,380,000
	Fire												
	Station 3 - Land Acquisition - Engineering Phase 1 of 3	11,18	\$2,000,000		\$0		\$0		\$0		\$0		\$2,000,000
	Ambulance	4,8,18	\$351,500		\$0		\$0		\$0		\$0		\$351,500
	Station 4 Window and Door Replacement	11	\$68,500		\$0		\$0		\$0		\$0		\$68,500

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Fire - continued												
	Turnout Gear	4	\$25,300		\$0		\$0		\$0		\$0		\$25,300
	Station 3 - Construction - Phase 2 of 3		\$0	11,18	\$4,000,000		\$0		\$0		\$0		\$4,000,000
	Ambulance		\$0	8,11	\$376,000		\$0		\$0		\$0		\$376,000
	Cardiac Monitors		\$0	8,11	\$187,250		\$0		\$0		\$0		\$187,250
	Station 3 Generator		\$0	11	\$375,000		\$0		\$0		\$0		\$375,000
	SCBA Filling Station		\$0	4	\$45,000		\$0		\$0		\$0		\$45,000
	Station 3 Turnout Gear Rack		\$0	18	\$22,000		\$0		\$0		\$0		\$22,000
	Turnout Gear		\$0	4	\$27,000		\$0		\$0		\$0		\$27,000
	Station 3 - Construction - Phase 3 of 3		\$0		\$0	11,18	\$6,000,000		\$0		\$0		\$6,000,000
	Ambulance		\$0		\$0	18	\$402,000		\$0		\$0		\$402,000
	Turnout Gear		\$0		\$0	4	\$29,000		\$0		\$0		\$29,000
	Quint Engine		\$0		\$0		\$0		\$1,500,000		\$0		\$1,500,000
	Ambulance		\$0		\$0		\$0	8,18	\$430,000		\$0		\$430,000
	Station 4 Remodel		\$0		\$0		\$0	11	\$275,000		\$0		\$275,000
	Station 1 Gear Rack		\$0		\$0		\$0	18	\$24,000		\$0		\$24,000
	Station 2 Remodel		\$0		\$0		\$0	11	\$950,000		\$0		\$950,000
	Station Alerting System		\$0		\$0		\$0	4,11	\$375,000		\$0		\$375,000
	Turnout Gear		\$0		\$0		\$0	18	\$31,000		\$0		\$31,000
	Training Facility - Tower - Land Acquisition		\$0		\$0		\$0		\$0	11	\$2,500,000		\$2,500,000
	Station 5 Roof and Updates		\$0		\$0		\$0		\$0	11	\$175,000		\$175,000
	Station 1 Interior Furniture and Appliances		\$0		\$0		\$0		\$0	18	\$38,000		\$38,000
	Command Vehicle		\$0		\$0		\$0		\$0	8,11	\$73,158		\$73,158
	Turnout Gear		\$0		\$0		\$0		\$0	4	\$33,000		\$33,000
	Total - Fire		\$2,445,300		\$5,032,250		\$6,431,000		\$3,585,000		\$2,819,158		\$20,312,708

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Item 21.

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Public Works												
	Traffic Control												
	LED Street Lighting Upgrade - Taylor Drive (Erie Ave-Union Ave)	3,12	\$475,000		\$0		\$0		\$0		\$0		\$475,000
	LED Street Lighting Upgrade - TID 16	12	\$171,400		\$0		\$0		\$0		\$0		\$171,400
	Electrical Infrastructure Repair - Citywide		\$0	11	\$50,000		\$0		\$0		\$0		\$50,000
	LED Street Lighting Upgrade - Citywide		\$0	3,11	\$400,000		\$0		\$0		\$0		\$400,000
	LED Street Lighting Upgrade - Blue Harbor		\$0	11	\$175,000		\$0		\$0		\$0		\$175,000
	LED Street Lighting Upgrade - Broughton Drive		\$0		\$0	3,11	\$225,000		\$0		\$0		\$225,000
	Traffic Control Upgrade - Citywide		\$0		\$0	11	\$65,000		\$0		\$0		\$65,000
	LED Street Lighting Upgrade - North Avenue		\$0		\$0		\$0		\$0	3,11	\$550,000		\$550,000
	Total - Traffic Control		\$646,400		\$625,000		\$290,000		\$0		\$550,000		\$2,111,400
	Streets (Engineering)												
	North 25th Street (Kohler Memorial Drive to North Avenue)	2,10,11	\$1,300,000		\$0		\$0		\$0		\$0		\$1,300,000
	Broadway Avenue Reconstruction (South 7th Street to South 14th Street)	9,14	\$2,500,000		\$0		\$0		\$0		\$0		\$2,500,000
	2nd Creek Storm Water Pond Restoration	18	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	South 11th Street (Indiana Avenue to Union Avenue)	11,14	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	Lincoln Avenue (North Point Drive to North 6th Street)	11	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	Calumet Drive Panel Replacement & Median Removal (N 27th St-City Limits)	16	\$700,000		\$0		\$0		\$0		\$0		\$700,000
	Taylor Drive-Wilgus Avenue Traffic Signal Upgrades Design	11	\$125,000		\$0		\$0		\$0		\$0		\$125,000
	Sidewalk Repair/Replacement Program (Citywide)	15	\$100,000		\$0		\$0		\$0		\$0		\$100,000
	Erie Avenue (North 19th Street to Taylor Drive)		\$0	2,9,11	\$1,500,000		\$0		\$0		\$0		\$1,500,000
	North 15th Street Design (Calumet Drive to Mayflower Avenue)		\$0	11	\$500,000		\$0		\$0		\$0		\$500,000
	Indiana Avenue Design (Moose Park to South 24th Street)		\$0	11,16	\$250,000		\$0		\$0		\$0		\$250,000
	South 18th Street (Mead Avenue to Washington Avenue)		\$0	11	\$800,000		\$0		\$0		\$0		\$800,000
	Taylor Drive-Kohler Memorial Drive Traffic Signal Upgrades		\$0	9,11	\$550,000		\$0		\$0		\$0		\$550,000
	Taylor Drive-Wilgus Avenue Traffic Signal Upgrades and Intersection Improvements		\$0	11	\$350,000		\$0		\$0		\$0		\$350,000
	Sewer Televising and Manhole Inspection		\$0	14	\$250,000		\$0		\$0		\$0		\$250,000
	Storm Water Management Plan		\$0	11	\$250,000		\$0		\$0		\$0		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0	15	\$100,000		\$0		\$0		\$0		\$100,000
	Weeden Creek Road (South 12th Street to South Business Drive)		\$0		\$0	16	\$500,000		\$0		\$0		\$500,000

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Streets (Engineering) - continued												
	North 15th Street (Calumet Drive to Mayflower Avenue)		\$0		\$0	2,10,11	\$1,200,000		\$0		\$0		\$1,200,000
	New Jersey Avenue (South 13th Street to Wildwood Drive)		\$0		\$0	11,16	\$1,000,000		\$0		\$0		\$1,000,000
	Indiana Avenue (Moose Park to South 24th Street)		\$0		\$0	11	\$600,000		\$0		\$0		\$600,000
	Oakland Avenue (South Business Drive to South 11th Street)		\$0		\$0	11	\$950,000		\$0		\$0		\$950,000
	Washington Avenue-South Business Drive Traffic Signal Upgrades		\$0		\$0	9,11	\$425,000		\$0		\$0		\$425,000
	Benchmark Modernization Program		\$0		\$0	18	\$231,000		\$0		\$0		\$231,000
	Storm Water Management Plan		\$0		\$0	11	\$250,000		\$0		\$0		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0	15	\$100,000		\$0		\$0		\$100,000
	North Avenue-North Taylor Drive Intersection Upgrade		\$0		\$0		\$0	2,11,16	\$1,500,000		\$0		\$1,500,000
	Taylor Drive (Union Avenue to Washington Avenue)		\$0		\$0		\$0	10,11	\$3,000,000		\$0		\$3,000,000
	South 17th Street (Union Avenue to Wilson Avenue)		\$0		\$0		\$0	9,11	\$800,000		\$0		\$800,000
	Storm Water Management Plan		\$0		\$0		\$0	11	\$250,000		\$0		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0		\$0	15	\$100,000		\$0		\$100,000
	Wilson Avenue (Lakeshore Drive to South Business Drive)		\$0		\$0		\$0		\$0	2,10,11	\$1,450,000		\$1,450,000
	Lakeshore Drive (Mead Avenue to RR Tracks)		\$0		\$0		\$0		\$0	11	\$1,000,000		\$1,000,000
	South 12th Street (Greenfield Avenue to Camelot Boulevard)		\$0		\$0		\$0		\$0	11,16	\$750,000		\$750,000
	Storm Water Management Plan		\$0		\$0		\$0		\$0	11	\$250,000		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0		\$0		\$0	15	\$100,000		\$100,000
	Total Streets (Engineering)		\$7,725,000		\$4,550,000		\$5,256,000		\$5,650,000		\$3,550,000		\$26,731,000
	Parks and Forestry												
	Urban Forestry Management Plan	5	\$60,000		\$0		\$0		\$0		\$0		\$60,000
	Optimist Park Basketball Court	7	\$25,000		\$0		\$0		\$0		\$0		\$25,000
	Park Splash Pad- Cleveland Park	7,11	\$300,000		\$0		\$0		\$0		\$0		\$300,000
	Urban Forestry Management Plan		\$0	5	\$60,000		\$0		\$0		\$0		\$60,000
	Veterans Park - Tennis Court Resurfacing		\$0	5,7	\$150,000		\$0		\$0		\$0		\$150,000
	Butzen Sports Complex Development - Phase 1 of 4		\$0	7	\$75,000		\$0		\$0		\$0		\$75,000
	Stonebrook Crossing Playground		\$0	7	\$50,000		\$0		\$0		\$0		\$50,000
	ADA Infrastructure Improvements - Citywide Program - Parks		\$0	11	\$250,000		\$0		\$0		\$0		\$250,000

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Parks and Forestry - continued												
	Urban Forestry Management Plan		\$0		\$0	5	\$60,000		\$0		\$0		\$60,000
	Playground Equipment- Workers Water Street Park		\$0		\$0	5	\$50,000		\$0		\$0		\$50,000
	Evergreen Park Bike Trails		\$0		\$0	7	\$50,000		\$0		\$0		\$50,000
	Butzen Sports Complex Development-Phase 2 of 4		\$0		\$0	7	\$100,000		\$0		\$0		\$100,000
	Wildwood Athletic Complex - New Parking Area		\$0		\$0	7	\$50,000		\$0		\$0		\$50,000
	Playground Equipment - Stonebrook Crossing Park		\$0		\$0	7	\$50,000		\$0		\$0		\$50,000
	Urban Forestry Management Plan		\$0		\$0		\$0	5	\$60,000		\$0		\$60,000
	Deland Park - Parking Lot Resurfacing / Repaving		\$0		\$0		\$0	5	\$50,000		\$0		\$50,000
	ADA Infrastructure Improvements - Citywide Program - Parks		\$0		\$0		\$0	11	\$250,000		\$0		\$250,000
	Butzen Sports Complex Development - Phase 3 of 4		\$0		\$0		\$0	7	\$250,000		\$0		\$250,000
	Urban Forestry Management Plan		\$0		\$0		\$0		\$0	5	\$60,000		\$60,000
	Playground Equipment- Kiwanis Park		\$0		\$0		\$0		\$0	5	\$50,000		\$50,000
	Butzen Sports Complex Development - Phase 4 of 4		\$0		\$0		\$0		\$0	7	\$100,000		\$100,000
	Stonebrook Crossing Park Development		\$0		\$0		\$0		\$0	7	\$50,000		\$50,000
	Playground Equipment- Deland Field		\$0		\$0		\$0		\$0	7	\$50,000		\$50,000
	Total - Parks and Forestry		\$385,000		\$585,000		\$360,000		\$610,000		\$310,000		\$2,250,000
	Total - Public Works		\$8,756,400		\$5,760,000		\$5,906,000		\$6,260,000		\$4,410,000		\$31,092,400
	City Development												
	Gartman Farms Land Acquisition - Installment 2 of 5	18	\$693,750		\$0		\$0		\$0		\$0		\$693,750
	Gartman/Poth Farms Single Family Housing Development-Engineering	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Indiana Avenue Trail Project - Phase 2 of 3	12	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Indiana Avenue Streetscape Improvements - Phase 2 of 2	12	\$750,000		\$0		\$0		\$0		\$0		\$750,000
	Gartman Farms Land Acquisition - Installment 3 of 5		\$0	18	\$693,750		\$0		\$0		\$0		\$693,750
	Indiana Avenue Trail Project - Phase 3 of 3		\$0	8,12	\$2,250,000		\$0		\$0		\$0		\$2,250,000
	Gartman/Poth Farms - Single Family Housing Development-Construction		\$0	18	\$2,000,000		\$0		\$0		\$0		\$2,000,000
	Pennsylvania Avenue Streetscape Improvements		\$0	12	\$1,500,000		\$0		\$0		\$0		\$1,500,000
	Gartman Farms Land Acquisition - Installment 4 of 5		\$0		\$0	18	\$693,750		\$0		\$0		\$693,750

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	City Development - continued												
	Gartman/Poth Farms - Single Family Housing Development-Constuction		\$0		\$0	18	\$1,500,000		\$0		\$0		\$1,500,000
	Sheboygan River - West Side Boardwalk Construction		\$0		\$0	12	\$1,000,000		\$0		\$0		\$1,000,000
	Gartman Farms Land Acquistion - Installment 5 of 5		\$0		\$0		\$0	18	\$693,750		\$0		\$693,750
	Indiana Avenue Gateway Entrance Signage		\$0		\$0		\$0		\$0	12	\$250,000		\$250,000
	Total - City Development		\$1,943,750		\$6,443,750		\$3,193,750		\$693,750		\$250,000		\$12,525,000
	Mead Public Library												
	Mead Public Library Roof Replacement		\$0		\$0	11,13	\$368,000		\$0		\$0		\$368,000
	Total - Mead Public Library		\$0		\$0		\$368,000		\$0		\$0		\$368,000
	Uptown Social												
	Multi-Purpose Room/Gym Construction	13	\$600,000		\$0		\$0		\$0		\$0		\$600,000
	Total - Uptown Social		\$600,000		\$0		\$0		\$0		\$0		\$600,000
	Wastewater Utility												
	Primary Clarifier Number One Drive	14	\$120,000		\$0		\$0		\$0		\$0		\$120,000
	Secondary Clarifier Number Three Drive	14	\$90,000		\$0		\$0		\$0		\$0		\$90,000
	North Aeration Upgrade	14	\$440,000		\$0		\$0		\$0		\$0		\$440,000
	Plant Process Water Upgrade	14	\$75,000		\$0		\$0		\$0		\$0		\$75,000
	Anaerobic Digester Heat Exchanger Replacement	14	\$400,000		\$0		\$0		\$0		\$0		\$400,000
	Sixth Street and Pershing Avenue Lift Station-Rehabilitation	14	\$125,000		\$0		\$0		\$0		\$0		\$125,000
	Dryer Maintenance Beams	14	\$75,000		\$0		\$0		\$0		\$0		\$75,000
	Sewer Line Reconstruction / Relining Program	14	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	Mini Storm Sewer Program	14	\$50,000		\$0		\$0		\$0		\$0		\$50,000
	Bleach Tank and Bisulfite Tank Replacement		\$0	14	\$250,000		\$0		\$0		\$0		\$250,000
	Administrative Building HVAC Upgrade		\$0	14	\$550,000		\$0		\$0		\$0		\$550,000
	Indiana Avenue Pump Station Painting		\$0	13,14	\$100,000		\$0		\$0		\$0		\$100,000
	North Avenue Generator Controls		\$0	14	\$40,000		\$0		\$0		\$0		\$40,000
	Sewer Line Reconstruction / Relining Program		\$0	14	\$1,000,000		\$0		\$0		\$0		\$1,000,000
	Mini Storm Sewer Program		\$0	14	\$50,000		\$0		\$0		\$0		\$50,000

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	Wastewater Utility (continued)												
	Aeration Blower Number Five		\$0		\$0	14	\$375,000		\$0		\$0		\$375,000
	Ferric Chloride Tank Replacement		\$0		\$0	14	\$150,000		\$0		\$0		\$150,000
	Grit Removal System Modifications		\$0		\$0	14	\$125,000		\$0		\$0		\$125,000
	North Avenue Lift Station Controls		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
	Replace North Entrance Gates		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
	North Avenue Lift Station Painting		\$0		\$0	14	\$100,000		\$0		\$0		\$100,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0	14	\$1,000,000		\$0		\$0		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
	Kentucky Avenue Lift Station Upgrades - Design		\$0		\$0		\$0	13,14	\$400,000		\$0		\$400,000
	Administrative Building Roof Replacement		\$0		\$0		\$0	14	\$550,000		\$0		\$550,000
	Indiana Lift Station Wet Well Isolation		\$0		\$0		\$0	14	\$450,000		\$0		\$450,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0		\$0	14	\$1,000,000	13,14	\$0		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0		\$0	14	\$50,000	14	\$0		\$50,000
	Kentucky Avenue Lift Station Upgrades		\$0		\$0		\$0		\$0	14	\$3,000,000		\$3,000,000
	Influent Building Roof Replacement		\$0		\$0		\$0		\$0	14	\$450,000		\$450,000
	VFD Installation - Influent Pumps 2, 3 and 4		\$0		\$0		\$0		\$0	14	\$127,500		\$127,500
	Influent Building HVAC (HV1) Replacement		\$0		\$0		\$0		\$0	14	\$400,000		\$400,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0		\$0		\$0		\$1,000,000		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0		\$0		\$0		\$50,000		\$50,000
	Total - Wastewater Utility		\$2,375,000		\$1,990,000		\$1,900,000		\$2,450,000		\$5,027,500		\$13,742,500
	Motor Vehicle												
	Used Rear Load Gargage Truck (2)	8,18	\$190,000		\$0		\$0		\$0		\$0		\$190,000
	Woodchipper	8,18	\$68,000		\$0		\$0		\$0		\$0		\$68,000
	Stand Zero Turn Mower (2)	18	\$26,000		\$0		\$0		\$0		\$0		\$26,000
	Track Style Excavator		\$0	8,18	\$285,000		\$0		\$0		\$0		\$285,000
	Tri-Axle Dump Truck / Slide-In Salter and Spray Bar		\$0		\$0	8,18	\$300,000		\$0		\$0		\$300,000
	Garbage Truck (Park Department)		\$0		\$0	8,18	\$160,000		\$0		\$0		\$160,000
	Tri-Axle Dump Truck		\$0		\$0		\$0	8,18	\$280,000		\$0		\$280,000
	Forklift		\$0		\$0		\$0	8,18	\$37,500		\$0		\$37,500

2023 - 2027 Capital Improvement Program List

Item 21.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year												
			2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Motor Vehicle (continued)												
	Zero Turn Mower		\$0		\$0		\$0 18		\$16,000		\$0		\$16,000
	Street Sweeper		\$0		\$0		\$0		\$0 8,18		\$325,000		\$325,000
	Hot Patcher / Recycler		\$0		\$0		\$0		\$0 8,18		\$71,500		\$71,500
	Total - Motor Vehicle Fund		\$284,000		\$285,000		\$460,000		\$333,500		\$396,500		\$1,759,000
	Parking Utility												
	Riverfront Parking Lots		\$0 18		\$600,000		\$0		\$0		\$0		\$600,000
	Total - Parking Utility		\$0		\$600,000		\$0		\$0		\$0		\$600,000
	Transit Utility												
	Fixed Route Revenue Buses (6)		\$0		\$0		\$0 9,11		\$2,450,000		\$0		\$2,450,000
	Total - Transit Utility		\$0		\$0		\$0		\$2,450,000		\$0		\$2,450,000
	Cable TV												
	Broadcast Server Replacement	18	\$40,000		\$0		\$0		\$0		\$0		\$40,000
	TriCaster Replacement - Council Chamber		\$0		\$0 8,18		\$30,000		\$0		\$0		\$30,000
	Outside Broadcast (OB) Truck Replacement		\$0		\$0		\$0 8,18		\$50,000		\$0		
	Total - Cable TV		\$40,000		\$0		\$30,000		\$50,000		\$0		\$120,000
	Information Technology Fund												
	IBMi Retirement - Software Acquisitions	18	\$35,000		\$0		\$0		\$0		\$0		\$35,000
	IBMi Retirement - Software Acquisitions		\$0 18		\$30,000		\$0		\$0		\$0		\$30,000
	Data Center Refresh		\$0		\$0 18		\$50,000		\$0		\$0		\$50,000
	SINC Redundant Internet Connection		\$0		\$0 18		\$125,000		\$0		\$0		\$125,000
	Data Center Refresh		\$0		\$0		\$0		\$0 18		\$50,000		\$50,000
	Total - Information Technology		\$35,000		\$30,000		\$175,000		\$0		\$50,000		\$290,000
	TOTAL EXPENDITURES		\$17,225,450		\$23,449,000		\$28,979,750		\$16,102,250		\$19,208,158		\$104,964,608

2023 - 2027 Capital Improvement Program List

Item 21.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	CIP SUMMARY TOTALS BY DEPARTMENT												
	Total - City Buildings		\$500,000		\$3,000,000		\$10,250,000		\$0		\$4,975,000		\$18,725,000
	Total - Police		\$246,000		\$308,000		\$266,000		\$280,000		\$1,280,000		\$2,380,000
	Total - Fire & Rescue		\$2,445,300		\$5,032,250		\$6,431,000		\$3,585,000		\$2,819,158		\$20,312,708
	Total - Public Works		\$8,756,400		\$5,760,000		\$5,906,000		\$6,260,000		\$4,410,000		\$31,092,400
	Total - City Development		\$1,943,750		\$6,443,750		\$3,193,750		\$693,750		\$250,000		\$12,525,000
	Total - Mead Public Library		\$0		\$0		\$368,000		\$0		\$0		\$368,000
	Total - Uptown Social		\$600,000		\$0		\$0		\$0		\$0		\$600,000
	Total - Wastewater Utility		\$2,375,000		\$1,990,000		\$1,900,000		\$2,450,000		\$5,027,500		\$13,742,500
	Total - Motor Vehicle		\$284,000		\$285,000		\$460,000		\$333,500		\$396,500		\$1,759,000
	Total - Parking Utility		\$0		\$600,000		\$0		\$0		\$0		\$600,000
	Total - Transit Utility		\$0		\$0		\$0		\$2,450,000		\$0		\$2,450,000
	Total - Cable TV		\$40,000		\$0		\$30,000		\$50,000		\$0		\$120,000
	Total - Information Technology		\$35,000		\$30,000		\$175,000		\$0		\$50,000		\$290,000
	Total Capital Improvements		\$17,225,450		\$23,449,000		\$28,979,750		\$16,102,250		\$19,208,158		\$104,964,608

II

R. O. No. 19 - 22 - 23. By CITY CLERK. June 6, 2022.

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.

FAP

CITY CLERK

DATE RECEIVED

5/16/22

RECEIVED BY

MKC

CLAIM NO.

4-22

MAY 16 2022

Item 22.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Richard A Olson
2. Home address of Claimant: 1012 CUSTER AVE SHEBOYGAN WI 53081
3. Home phone number: 414 840 4321 (cell # no land line)
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 5/6/2022 9:20AM
6. Where did damage or injury occur? (give full description) See Attached police report.
7. How did damage or injury occur? (give full description) See Attached police report.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: ROSS Andrew HOBLITZELL
 - (b) Claimant's statement of the basis of such liability: See Attached Police report
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

See Attached Police report.

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

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

Auto: \$ 2,385.11 - \$2,568.68 see attached estimates

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 2,568.68

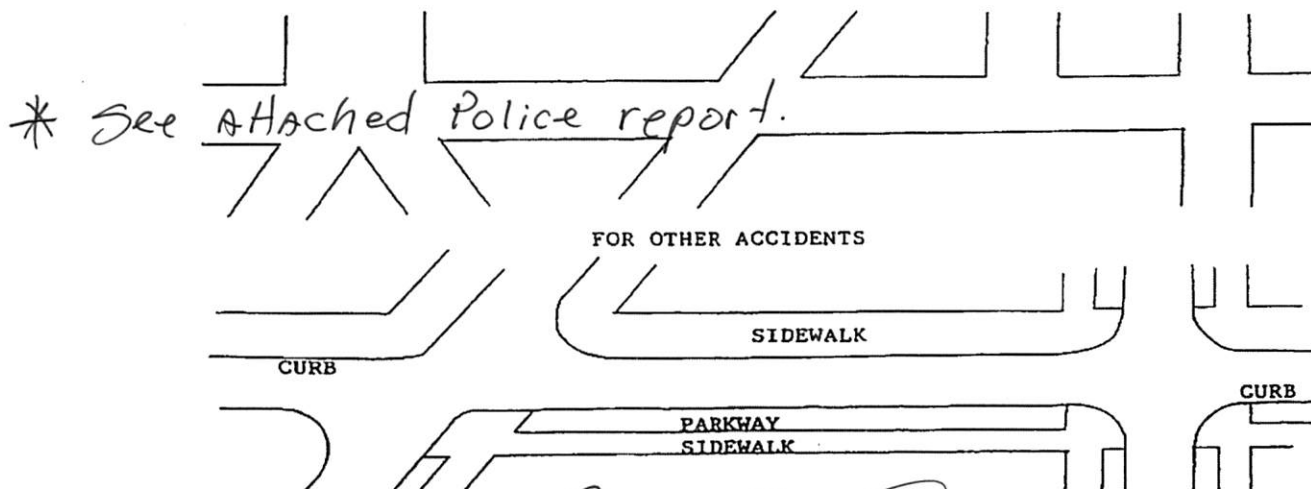
Damaged vehicle (if applicable)

Make: Ford Model: F150 Year: 2017 Mileage: 28,925

Names and addresses of witnesses, doctors and hospitals: Reported to
police by city sanitation employees involved in
accident.

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

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



SIGNATURE OF CLAIMANT

Richard [Signature]

DATE 5/14/2022

DATE RECEIVED _____

RECEIVED BY _____

Item 22.

CLAIM NO. _____

CLAIM

Claimant's Name: Richard A Olson

Auto \$ 2385.11 - \$2568.68

Claimant's Address: 1012 CUSTER AVE

Property \$ _____

SHEBOYGAN WI 53081

Personal Injury \$ _____

Claimant's Phone No. 414 840 4321

Other (Specify below) \$ _____

TOTAL \$ ~~2385.11~~ - 2568.68

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2385.11 - 2568.68

SIGNED



DATE: 5/14/2022

ADDRESS: 1012 CUSTER AVE, SHEBOYGAN WI 53081

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

G7L0FJ55MP
C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

G7L0FJ55MP

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER S. LONGLEY	
Crash Date 05/06/2022		Crash Time 08:58 AM		Date Arrived 05/06/2022		Time Arrived 09:24 AM	
Date Notified 05/06/2022		Time Notified 09:23 AM		Total Units 02		Total Injured 00	Total Killed 00
On Emergency	Hit and Run	Lane Closure	Work Zone		Trailer or Towed		Reporting Threshold
<input checked="" type="checkbox"/> Government Property		Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				Amended	Secondary Crash

Description

Diagram		Reconstruction By	
		Photos By 491	
		Additional Information PHOTOS	
<input checked="" type="checkbox"/> I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.			
<p>ID BY WIDL. DRIVER OF UNIT 1 WAS BACKING THE GARBAGE TRUCK WESTBOUND ON CUSTER AVE. UNIT 2 WAS LEGALLY PARKED ON THE NORTH SIDE OF THE ROAD, FACING WESTBOUND. DRIVER SIDE FRONT WHEEL WELL OF UNIT 1 MADE CONTACT WITH REAR TIRE WELL OF UNIT 2. MINOR DAMAGE TO UNIT 2 AND NO DAMAGE TO UNIT 1.</p>			

G7L0FJ55MP
C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

ON 1012 CUSTER AVE 128 FT W OF S 10TH ST (HOUSE/BUILDING 1012) IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.726951118	Longitude -87.716796233
	X Coordinate 442268.53125	Y Coordinate 4841796.5
	Structure Type HOUSE/BUILDING	


Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision 06 - SIDESWIPE/OPPOSITE DIRECTION		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control PARTIAL CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification A CLASS		Unit Type TRUCK	
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

Vehicle

UNIT 01 VEHICLE 01	License Plate Number 88068		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 3BPZL50X7DF176544		Make PETERBILT MOTORS CO	Year 2013	Model TRUCK
	Color WHI - WHITE		Body Style CB - CAB CHASSIS		Bus Use
	Initial Contact Point 10 - LEFT SIDE FRONT		Vehicle Damage		
	Extent Of Damage NO DAMAGE		00 - NO DAMAGE		
					

Wisconsin Motor Vehicle Crash
Form DT4000

This report does not include any CJIS data.
2 of 5

Crash Date 05/06/2022
Crash Time 08:58 AM

G7L0FJ55MP
C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR	
	What Driver Was Doing BACKING	Vehicle Factors	
	Driver Prior Action Other	NOT APPLICABLE	
	Driver Actions LOOKED BUT DID NOT SEE		
01	01	Owner Name SHEBOYGAN CITY (920) 459-3440	Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US
Sequence Of Events			
UNIT INDIVIDUAL	01	Event MOTOR VEH IN TRANSPORT	
	02	Event	
	03	Event	
	04	Event	
UNIT INDIVIDUAL	Policy Holder		
	Insurance Company PROGRESSIVE-ADVANCED-INSURANCE-CO		Government SHEBOYGAN CITY
	Individual		
	Driver ROSS ANDREW HOBLITZELL (920) 918-6797	Citations Issued 0	Sex MALE
	Date of Birth 02/27/2002	Race WHITE	
	Address 1604 N 25TH ST SHEBOYGAN, WI 53081 , US		
	Driver License Number H1437210206708 STATE: WISCONSIN COUNTRY: UNITED STATES		
UNIT 001	Safety Equipment		On Duty Crash
	Safety Equipment		
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT
	Helmet Use		Helmet Compliance
	Eye Protection		Tint Compliance
	Injury		Airbag
	Injury Severity NO APPARENT INJURY		NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
	Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #
	Hospital	Date of Death	Time of Death
Distracted By			
Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
Distracted By Action NOT DISTRACTED			

G7L0FJ55MP
C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT INDIVIDUAL	Non Motorist		Striking Unit #	Location
	Prior Action			
	Action			
	Action Other			To/From School
01 001	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results	
	Drug Type			
	Individual Condition APPEARED NORMAL			

Unit Summary

02 UNIT	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	Pre CrashTire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

UNIT		VEHICLE			
02	02	Vehicle			
		License Plate Number 993193	Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number 1FTEW1EF6HFB50176	Make FORD	Year 2017	Model F150
		Color WHI - WHITE	Body Style PK - PICKUP		Bus Use
		Initial Contact Point 08 - LEFT SIDE REAR	Vehicle Damage		
Extent Of Damage MINOR DAMAGE	08 - LEFT SIDE REAR				
Towed Due To Damage NOT TOWED	Vehicle Removed By OWNER				

G7L0FJ55MP
C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT VEHICLE	02	What Driver Was Doing LEGALLY PARKED	Vehicle Factors	
	02	Driver Prior Action Other	NOT APPLICABLE	
	02	Driver Actions NO CONTRIBUTING ACTION		
	02	Owner Name RICHARD ALLEN OLSON (920) 453-8751	Owner Address 1012 CUSTER AVE SHEBOYGAN, WI 53081 , US	
UNIT	Sequence Of Events			
	01	Event PARKED MOTOR VEHICLE		
	02	Event		
	03	Event		
	04	Event		
UNIT	Policy Holder			
	Insurance Company ACUIITY,-A-MUTUAL-INSURANCE-CO		Individual RICHARD OLSON	
Property Owner				
PROP OWNER	01	Government CITY OF SHEBOYGAN (920) 459-3440		Address 2026 NEW JERSEY AVE SHEBOYGAN, WI 53081 , US
Fixed Objects Struck				
	01	Striking Unit 01	Struck Object OTHER OBJECT - NOT FIXED	Structure Number Damage Tag Number

**MIKE BURKART FORD COLLISION
CENTER**

3110 COUNTY ROAD PP, PLYMOUTH, WI 53073
Phone: (920) 893-6961
FAX: (920) 892-6761

Workfile ID: 38d67563
PartsShare: 6LLJ2Y
Federal ID: 39-0127312

Item 22.

Preliminary Estimate

Customer: OLSON, RICHARD A & DAWN

Job Number:

Written By: MARK LEONHARD
Adjuster: HORN, LINDA, (920) 458-9131 x1455 Business

Insured: OLSON, RICHARD A & DAWN Policy #: N67175 Claim #: RN3933-1-1-400
Type of Loss: Collision Date of Loss: 5/6/2022 2:30 PM Days to Repair: 0
Point of Impact: 08 Left Qtr Post (Left Side)

Owner: OLSON, RICHARD A & DAWN 1012 CUSTER AVE SHEBOYGAN, WI 53081 (920) 457-1853 Evening	Inspection Location: MIKE BURKART FORD COLLISION CENTER 3110 COUNTY ROAD PP PLYMOUTH, WI 53073 Repair Facility (920) 893-6961 Business	Insurance Company: ACUITY, A MUTUAL INSURANCE COMPANY ACUITY CLAIMS SHEBOYGAN
--	--	---

VEHICLE

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

VIN: 1FTEW1EF6HFB50176	Interior Color:	Mileage In: 28,925	Vehicle Out:
License: 993193	Exterior Color: WHITE	Mileage Out:	
State: WI	Production Date:	Condition:	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
CD Player
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper

Get live updates at www.carwise.com/e/4f8av6

Preliminary Estimate

Item 22.

Customer: OLSON, RICHARD A & DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	ELECTRICAL						
2	Repl	Valve stem 315mhz	F2GZ1700C	1	7.95 m	Incl.	
3	WHEELS						
4	*	Repl LT/Rear Wheel, alloy type 3 Note: PART # HL3Z1007E	FL3Z1007D	1	<u>268.65</u> m	0.3	
5	PICK UP BOX						
6	*	Rpr LT Side panel w/wheel opening molding (ALU) Note: DAMAGE TO FRONT OF PANEL AND WHEEL OPENING AREA				<u>3.0</u>	3.0
7		Add for Clear Coat					1.2
8	*	Rpr LT Outer wheelhouse (ALU)				<u>1.0</u>	0.5
9		Overlap Minor Panel					-0.2
10		Add for Clear Coat					0.1
11	R&I	Fuel door gas engines				0.1	
12	Blnd	Fuel door gas engines					0.2
13	R&I	Housing gas engines				0.3	
14	R&I	LT Upper molding				0.5	
15	R&I	LT Front deflector				0.2	
16	Repl	LT Front deflector retainer	W705589SS5YZ	1	1.50		
17	*	R&I LT Rear deflector				<u>0.3</u>	
18	Repl	LT Wheel opng mldg	FL3Z9929165BA	1	171.12	0.5	0.8
19		Overlap Minor Panel					-0.2
20		Add for Clear Coat					0.1
21	Repl	LT Rear deflector retainer	W705589SS5YZ	3	4.50		
22	R&I	LT Rear molding				0.1	
23	Repl	LT Rear molding retainer	W705589SS5YZ	1	1.50		
24	Repl	LT Decal "SPORT 4x4"	FL3Z9925622FA	1	53.58	0.4	
25	#	REMOVE EXISTING DECAL		1		0.4	
26	#	R&I TONNEAU COVER				1.0	
27	REAR LAMPS						
28	R&I	LT Tail lamp				0.3	
29	REAR BUMPER						
30	R&I	R&I bumper assy				1.1	
31	#	R&I LT REAR WHEEL LINER				0.5	
32	TIRES						
33	*	Repl GDYR 275/65R18 Wrangler Fortitude HT OWL 116T	GY07705	1	244.97	0.3	
34	#	Subl MOUNT AND BALANCE		1	20.00 T		
35	#	Subl TIRE DISPOSAL		1	5.00 T		
36	#	Subl Hazardous waste removal		1	5.00 T		
37	#	Repl Cover Car		1	10.00 T	0.2	
38	#	Color tint / color match		1			0.5
39	#	Rpr Color sand and buff				0.5	

Preliminary Estimate

Item 22.

Customer: OLSON, RICHARD A & DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

40	#	Repl	Corrosion protection	1	6.00	T
41	#		Clean for delivery/post-repair cleaning	1	35.00	

SUBTOTALS	834.77	11.0	6.0
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ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			788.77
Body Labor	11.0 hrs @	\$ 68.00 /hr	748.00
Paint Labor	6.0 hrs @	\$ 68.00 /hr	408.00
Paint Supplies	6.0 hrs @	\$ 45.00 /hr	270.00
Miscellaneous			46.00
Subtotal			2,260.77
Sales Tax	\$ 2,260.77 @	5.5000 %	124.34
Grand Total			2,385.11
Deductible			250.00
CUSTOMER PAY			250.00
INSURANCE PAY			2,135.11

MyPriceLink Estimate ID / Quote ID:

954025353012060160 / 105411701

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Customer: OLSON, RICHARD A & DAWN**Job Number:**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA15, CCC Data Date 05/09/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Item 22.

Customer: OLSON, RICHARD A & DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

TIRE PARTS SUPPLIERS

Line	Description	Supplier	Price
33	GDYR 275/65R18 Wrangler Fortitude HT OWL 116T	Tire Rack	\$ 244.97
	7101 VORDEN PKWY, SOUTH BEND IN 46628-0	(800) 445-0179	

DEAN'S AUTO BODY, INC.Workfile ID:
PartsShare:9250dcc2
6LZTwT

Item 22.



Deans Has the Means for All Your Collision Needs!
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494
FAX: (920) 457-6495

Preliminary Estimate**Customer: Olson, Rick**

Written By: Joe Black

Insured: Olson, Rick
Type of Loss:
Point of Impact: 08 Left Qtr Post (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Olson, Rick
1012 Custer Ave
Sheboygan, WI 53081
(414) 840-4321 Cell

Inspection Location:
DEAN'S AUTO BODY, INC.
1407 N 29TH ST
SHEBOYGAN, WI 53081
Repair Facility
(920) 457-5494 Business

Insurance Company:
ACUITY, A MUTUAL INSURANCE COMPANY

VEHICLE

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

VIN: 1FTEW1EF6HFB50176	Interior Color:	Mileage In: 28,954	Vehicle Out:
License: 993193	Exterior Color:	Mileage Out:	
State: WI	Production Date: 2/2017	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio
FM Radio
Stereo
Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats

Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper

Preliminary Estimate

Item 22.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	WHEELS						
2	**	Repl RECOND LT/Rear Wheel, alloy type 2	FL3Z1007C	1	223.00 m	0.3 M	
3	#	Subl Dismount & Mount Tire		1	13.30 T		
4	#	Subl Computer Wheel Balance		1	11.97		
5	#	Subl Four wheel alignment		1	89.95 T		
6	#	Repl Transport to and from alignment shop		1		0.5	
7	PICK UP BOX						
8	*	Rpr LT Side panel w/wheel opening molding (ALU) Note: Side Panel is Aluminum has diiffernt repair procedure.				10.0	3.0
9		Add for Clear Coat					1.2
10		R&I LT Upper molding				0.5	
11		Repl LT Wheel opng mldg	FL3Z9929165BA	1	171.12	0.5	0.8
12		Overlap Minor Panel					-0.2
13		Add for Clear Coat					0.1
14		R&I LT Front deflector				0.2	
15	*	R&I LT Rear deflector				0.3	
16		Repl LT Decal "SPORT 4x4"	FL3Z9925622FA	1	53.58	0.4	
17	#	R&I Bed cover				0.4	
18	REAR LAMPS						
19		R&I LT Tail lamp				0.3	
20	REAR BUMPER						
21		R&I R&I bumper assy				1.1	
22	VEHICLE DIAGNOSTICS						
23	#	OEM Diagnostic Support		1	69.95		
24	#	Pre Scan		1	50.00	0.5 M	
25	#	Post Scan		1	50.00	0.5 M	
		Note: Manufacture Requires Scan					
26	MISCELLANEOUS OPERATIONS						
27	#	Repl Administration Supplies		1	25.00		
28	#	Hazardous waste removal		1	6.00 T		
29	#	Repl Cover Car		1	8.00 T	0.2	
SUBTOTALS					771.87	15.7	4.9

Preliminary Estimate

Item 22.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				654.62
Body Labor	14.4 hrs	@	\$ 68.00 /hr	979.20
Paint Labor	4.9 hrs	@	\$ 68.00 /hr	333.20
Mechanical Labor	1.3 hrs	@	\$ 100.00 /hr	130.00
Paint Supplies	4.9 hrs	@	\$ 45.00 /hr	220.50
Miscellaneous				117.25
Subtotal				2,434.77
Sales Tax	\$ 2,434.77	@	5.5000 %	133.91
Grand Total				2,568.68
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				2,568.68

MyPriceLink Estimate ID / Quote ID:

953991501153574912 / 105398870

As a family owned business, OUR MISSION, is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

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Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

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Preliminary Estimate

Item 22.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#ALY03999U30 RECOND LT/Rear Wheel, alloy type 2 Quote: 1273378268 Expires: 06/26/22	\$ 223.00
11	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#FL3Z9929165BA LT Wheel opng mldg Quote: 1212972806 Expires: 06/11/22	\$ 171.12
16	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#FL3Z9925622FA LT Decal "SPORT 4x4" Quote: 1212973344 Expires: 06/11/22	\$ 53.58

Preliminary Estimate

Item 22.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

ALTERNATE PARTS USAGE

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

VIN: 1FTEW1EF6HFB50176 Interior Color: Mileage In: 28,954 Vehicle Out:
License: 993193 Exterior Color: Mileage Out:
State: WI Production Date: 2/2017 Condition: Good Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	1	1
Recycled	N/A	0	0

R. O. No. 20 - 22 - 23. By CITY CLERK. June 6, 2022.

Submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Joseph S. Myszewski et al.

CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

UnitedOne Credit Union vs. Joseph S Myszewski et al

Electronic Filing
Notice

Case No. 2022CV000269

Class Code: Foreclosure of Mortgage

FILED

05-19-2022

Sheboygan County

Clerk of Circuit Court

2022CV000269

Honorable Angela W.
Sutkiewicz

Branch 3

Item 23.

CITY OF SHEBOYGAN
SUITE 210
828 CENTER AVENUE
SHEBOYGAN WI 53081

Pro
Date: 5/23/22 Time: 11:05 am
() Personal () Substitute
() Posted () Corporate

Case number 2022CV000269 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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

Pro Se opt-in code: 6c1023

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

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

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

Sheboygan County Circuit Court
Date: May 19, 2022

FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

v.

Case Number: 2022 CV
Code Number: 30404

JOSEPH S. MYSZEWSKI
1920 North 8th Street
Sheboygan, WI 53081

ORANGE CROSS AMBULANCE SERVICE, INC.
131 W. Wilson Street, Suite 900
Madison, WI 53703

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
c/o SHEBOYGAN COUNTY CORPORATION COUNSEL
212 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

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

Courthouse, 615 North 6th Street, Sheboygan, Wisconsin 53081 and to the Law Firm of Conway, Olejniczak & Jerry, S.C., Plaintiff's attorneys, whose address is 231 South Adams Street, P.O. Box 23200, Green Bay, Wisconsin, 54305-3200. You may have an attorney help or represent you.

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

Dated this 19th day of May, 2022.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff, UnitedOne Credit Union

By: Electronically signed by Bryant M. Dorsey
State Bar Number: 1089949

231 S. Adams Street/PO Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
BMD@lcojlaw.com
952208.014 - #4201414

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

v.

Case Number: 2022 CV
Code Number: 30404

JOSEPH S. MYSZEWSKI
1920 North 8th Street
Sheboygan, WI 53081

ORANGE CROSS AMBULANCE SERVICE, INC.
131 W. Wilson Street, Suite 900
Madison, WI 53703

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
212 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff, UnitedOne Credit Union, by and through its attorneys, the Law Firm of Conway, Olejniczak & Jerry, S.C., alleges and shows the Court the following:

THE PARTIES

1. Plaintiff UNITEDONE CREDIT UNION ("UnitedOne") is a lending institution organized, among other things, to lend money on notes, secured or unsecured, and other purposes

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

as provided by law, with offices located at 1117 South 10th Street, Manitowoc, WI 54220.

2. Defendant JOSEPH S. MYSZEWSKI ("Myszewski") is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1920 N. 8th Street, Sheboygan, WI 53081.

3. Defendant ORANGE CROSS AMBULANCE SERVICE, INC. is, upon information and belief, a Wisconsin corporation incorporated under the laws of the State of Wisconsin and whose registered agent and office for service of process is Gregory P. Wilke, 131 W. Wilson Street, Suite 900, Madison, WI 53703.

4. Defendant SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT is, upon information and belief, a Wisconsin government agency. Its registered agent and office for services of process is Attorney Crystal Fieber, Sheboygan County Corporation Counsel, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, WI 53081.

5. Defendant, CITY OF SHEBOYGAN is, upon information and belief, a municipal corporation with offices located at 828 Center Avenue, Suite 210, Sheboygan, WI 53081.

GENERAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

6. On or about October 31, 2006, Myszewski executed and delivered to UnitedOne an Adjustable Rate Note (the "Note") in the amount of One Hundred Thousand Eight Hundred Forty-Eight Dollars and 51/100 Cents (\$100,848.51). A copy of the Note is attached hereto and marked as Exhibit A.

7. The Note required monthly payments by Myszewski to UnitedOne.

8. Payment of the Note is secured by a real estate mortgage executed by Myszewski in favor of UnitedOne dated October 31, 2006 for the following parcel of real estate (the

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“Mortgage”):

THE WEST 45 FEET, LOT 8, BLOCK 14, ACCORDING TO THE RECORDED PLAT OF SWIFT’S ADDITION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

(the “Real Estate”).

The Real Estate is more commonly known as 730 Union Avenue, Sheboygan, Wisconsin 53081. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit B.

9. Defendant Orange Cross Ambulance Service may claim an interest in the Real Estate by virtue of a Judgement Lien in the amount of Seven Hundred Forty-six and 08/100 Dollars (\$746.08) docketed on or about May 22, 2014 in Sheboygan County Case No. 14-SC-1027. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

10. Defendant Sheboygan County Clerk of Circuit Court may claim an interest in the Real Estate by virtue of two (2) Judgement Liens, both in the amount of Two Hundred Seventeen and 10/100 Dollars (\$217.10), for a total of Four Hundred Thirty-four and 20/100 Dollars (\$434.20), docketed on or about March 8, 2018, in Sheboygan County Case Nos. 16-CT-195 and 17-CT-124. These Judgments are junior and subordinate to the Mortgage held by UnitedOne.

11. Defendant City of Shebygan may claim an interest in the Real Estate by virtue of the following Judgement Liens:

- a. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-124;
- b. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-125;

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

- c. Four Hundred Seventy-five and 97/100 (\$475.97), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-126;
- d. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-128;
- e. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-129;
- f. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-130;
- g. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-131;
- h. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-132;
- i. Two Hundred Fifty and 00/100 (\$250.00), docketed on or about August 15, 2018, in Sheboygan County Case No. 18-TJ-133;
- j. Eighty-four Thousand Nine Hundred Twenty-eight and 00/100 (\$84,928.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-247;
- k. Eighty-four Thousand Nine Hundred Twenty-eight and 00/100 (\$84,928.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-248;
- l. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-249;

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

m. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-250;

n. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-251;

o. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-252;

p. Six Hundred Ninety-one and 00/100 (\$691.00), docketed on or about November 20, 2019, in Sheboygan County Case No. 19-TJ-253;

These Judgments are junior and subordinate to the Mortgage held by UnitedOne.

12. UnitedOne claims an interest in the Real Estate by virtue of a Judgement Lien in the amount of Five Hundred Thirty-five and 39/100 Dollars (\$535.39), docketed on or about November 12, 2019, in Sheboygan County Case No. 19-SC-2388. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

13. Myszewski has failed to comply with the terms and conditions of the Note by failing to make the payments when due to UnitedOne.

14. The Debtors have failed to comply with the terms and conditions of the Note and Mortgage by failing to pay real estate taxes on the Real Estate when due.

15. On March 10, 2022, UnitedOne sent Myszewski a Notice of Right to Cure Default. A copy of the notice is attached hereto and marked as Exhibit C.

16. As of May 17, 2022, there is justly and owing to UnitedOne upon the Note the following amount:

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

Principal Balance:	\$66,995.95
+ Interest through May 17, 2022	\$1,420.37
+ Late Charges through May 17, 2022	\$147.42
Total Amount Due	\$68,563.74

17. In accordance with the terms and conditions of the Note, UnitedOne is also entitled to collect its costs and expenses, including attorney fees, in pursuing this action against Myszewski.

CLAIM FOR RELIEF – I
FORECLOSURE OF REAL ESTATE

18. Under the terms of the Note, Myszewski promised to make timely payments to UnitedOne.

19. Myszewski has failed to make timely payments to UnitedOne, despite demand by UnitedOne.

20. Myszewski is in breach of his contractual obligations to UnitedOne.

21. The Real Estate, upon information and belief, is the homestead of the Myszewski.

22. The Real Estate consists of less than 20 acres and cannot be sold in parts or parcels without injury to the parties.

23. No other proceedings have been had at law or otherwise for the recovery of the sums due under the Note, and secured by the Mortgage.

24. UnitedOne is still the lawful owner and holder of the Note and the Mortgage, which have not been sold or assigned.

25. Pursuant to §846.103(1), Wis. Stats., UnitedOne expressly elects to accept provision for sale of the Real Estate upon the expiration of twelve (12) months from the date of

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entry of judgment for the Real Estate. UnitedOne seeks judgment for any deficiency which may remain due after the sale of the Real Estate.

WHEREFORE, UnitedOne prays for judgment as follows:

- A. For a finding that the Myszewski is indebted to UnitedOne for the outstanding amount of the Note, plus accrued interest and costs of this action;
- B. For judgment of foreclosure and for the sale of the Real Estate as provided by law; and that
 - (i) the amounts due to UnitedOne for principal, interest, late fees, other fees, taxes, costs, disbursements and attorneys' fees be adjudged and determined;
 - (ii) Myszewski, and all persons claiming under him, be barred and foreclosed of all right, claim, lien and equity of redemption in or to the Real Estate, except the right to redeem the same before sale as provided by law;
 - (iii) the amounts due upon the Note, Mortgage and Guaranty, with interest due to the time of such payment, together with costs and disbursements of this action and actual attorneys' fees, and such additional amounts as UnitedOne may advance for payment of taxes and insurance upon the Real Estate, with interest on the same as allowed by law from the date of judgment be paid out of the proceeds of such sale so far as the monies arising out of such sales and proceeds applicable will pay the same;
 - (iv) Myszewski, and all persons claiming under them, be enjoined from committing waste upon the Real Estate or doing any other act that may impair the value of the same between the date of said judgment and the date sale of the Real Estate is confirmed by this Court; in the event there is a sale of the Real Estate as aforesaid, the Real Estate shall be sold subject to taxes and assessments, general or special, for the year 2008 and subsequent years, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action;
 - (v) Myszewski, and all persons claiming under him, be barred and foreclosed of all right, title and equity of redemption in or to the Real Estate so sold,

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and for such other and further order, judgment or relief as is provided by law in such cases, and as may be just and equitable.

C. For an immediate deficiency money judgment against Myszewski for the full amount due to UnitedOne under the terms of the Note; and

D. For such other and further relief as the Court deems just and equitable.

Dated this 19th day of May, 2022.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff, UnitedOne Credit Union

By: Electronically signed by Bryant M. Dorsey
State Bar Number: 1089949

231 S. Adams Street/PO Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
BMD@lcojlaw.com
952208.014 - #4201455

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

NOTICE OF DEBT VALIDATION

Law Firm of Conway, Olejniczak & Jerry, S.C. has been retained by UnitedOne Credit Union with respect to the case to which this Notice is attached. We filed this case seeking to obtain a judgment against you for money owed to the Plaintiff.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt under the contract, or any part of it. If you do not dispute it within that period, we will assume that the debt is valid. If you do dispute it – by notifying us, in writing, to that effect – we will, as required by the law, obtain and mail to you proof of the debt and if, within the same time period, you request in writing the name and address of the original creditor, if the original creditor is different from the current creditor, UnitedOne Credit Union, we will furnish you with that information as well.

The contents of this Notice pertain to your dealings with UnitedOne Credit Union as a debt collector. It does not affect your dealings with the Court and, in particular, it does not change the time in which you must respond to the Summons and Complaint. This Notice does not alter your rights and obligations as to the Court or the Summons and Complaint. The Summons (which is a command provided for by statute) and Complaint are pleadings filed with the Court, and not merely correspondence from us. You must follow any instructions in the Summons and Complaint, even if you dispute the validity or amount of the debt. This Notice does not affect our relations with the Court. As lawyers, we may file papers in this case with the Court according to the Court's rules and the Judge's instructions.

This Notice is being given to you to comply with any provisions of the Fair Debt Collection Practices Act to the extent that it applies.

In the event you have any questions, you should contact your attorney.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.



FILED
05-19-2022
Sheboygan County
Clerk of Circuit Court
2022CV000269
Honorable Angela W.
Sutkiewicz

Item 23.

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)
(WISCONSIN)

LOAN NO.: 13004 R1

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

Branch 3

OCTOBER 31, 2006
[Date]

MANITOWOC
[City]

WISCONSIN
[State]

730 UNION AVE
SHEBOYGAN, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 100,848.51 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is UnitedOne Credit Union CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.700 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay for both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on DECEMBER 1, 2006 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on NOVEMBER 1, 2036 , I still owe amounts under this Note, I will pay these amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

UNITEDONE CREDIT UNION, 1117 SOUTH 10TH STREET, MANITOWOC, WI 54220
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 650.75 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of NOVEMBER, 2009, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND THREE QUARTERS**

percentage points (3.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 4.700 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.700 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines

that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



JOSEPH S. MYSZEWSKI

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

[Sign Original Only]

**MORTGAGE**

FILED

05-19-2022

1813371
Sheboygan CountySHEBOYGAN
Clerk of Circuit CourtRECORDED ON
2022CV000269

11/06/2006 09:18AM

Honorable Angela W.

Sutkiewicz

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

Branch 3

RECORDING FEE: 41.00

TRANSFER FEE:

EXEMPTION #

STAFF ID 7

TRANS # 89261

OF PAGES: 16

After Recording Return To:
UNITEDONE CREDIT UNION
1117 SOUTH 10TH STREET
MANITOWOC WI 54220

Parcel Identification Number (PIN) # 59281320070

[Space Above This Line For Recording Data]

LOAN NO.: 13004 R1

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **OCTOBER 31, 2006**, together with all Riders to this document.

(B) "Borrower" is
JOSEPH S MYSZEWSKI, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument

(C) "Lender" is **UnitedOne Credit Union**

Lender is a **CORPORATION**

organized and existing under the laws of

THE STATE OF WISCONSIN

Lender's address is **1117 South 10th Street**

Manitowoc, WI 54220

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **OCTOBER 31, 2006**

The Note states that Borrower owes Lender

ONE HUNDRED THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 51/100

Dollars (U.S. \$ **100,848.51**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 1, 2036**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

WISCONSIN - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3050 1/01

Lender Forms Inc. (800) 446-3555

LFI#FNMA3050 1/01

Page 1 of 13

Initials: _____

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

SHEBOYGAN
[Name of Recording Jurisdiction]

THE WEST 45 FEET, LOT 8, BLOCK 12, SWIFT'S ADDITION TO THE CITY OF
SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THERE, SHEBOYGAN COUNTY,
WISCONSIN.

THIS IS HOMESTEAD PROPERTY. THIS IS A PURCHASE MONEY MORTGAGE.

which currently has the address of

730 UNION AVE
[Street]

SHEBOYGAN
[City]

Wisconsin

53081
[Zip Code]

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This

insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage

substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice.

address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency,

instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

JOSEPH S MYSZEWSKI (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WISCONSIN, COUNTY OF MANITOWOC

The foregoing instrument was acknowledged before me this 31ST DAY OF OCTOBER, 2006
(date)

by
JOSEPH S MYSZEWSKI, A SINGLE PERSON

My commission expires:
04/22/07

(person acknowledged)

Notary Public, State of Wisconsin
ANDREA REHAK

This instrument was prepared by
SPRING MOORE
1117 SOUTH 10TH STREET
MANITOWOC WI 54220
920-684-0362

ANDREA REHAK
NOTARY PUBLIC
STATE OF WISCONSIN

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

LOAN NO. 13004 R1

THIS ADJUSTABLE RATE RIDER is made this **31ST** day of **OCTOBER**, **2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

**UnitedOne Credit Union,
CORPORATION**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**730 UNION AVE
SHEBOYGAN, WI 53081**

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **6.700 %**. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **NOVEMBER**, **2009**, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ENMA3111 (10/00)

Page 4 of 3

FORM 3111 L01

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND THREE QUARTERS** percentage points (**3.750 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **8.700 %** or less than **4.700 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **12.700 %**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 _____ (Seal)
Borrower

_____ (Seal)
Borrower

JOSEPH S MYSZEWSKI

_____ (Seal)
Borrower

_____ (Seal)
Borrower

[Sign Original Only]



March 10, 2022

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Joseph S Myszewski
1920 N 8th St.
Sheboygan, WI 53081

91 7199 9991 7037 9957 6519

RE: Adjustable Rate Note and Adjustable Rate Rider dated October 31, 2006 ("Note")
Current Amount Outstanding on Note: \$66,995.95
Mortgage dated October 31, 2006 ("Mortgage")
Account and Loan ***04-FICS
Mortgage Property Address: 730 Union Ave. Sheboygan, WI 53081
("Property")

Dear Mr. Myszewski,

As of the date of this letter, you are in default under the Obligations as follows ("Default"):

Regular Monthly Payment -	December, 2021 \$515.95 January, 2022 \$515.95 February, 2022 \$515.95 March, 2022 \$491.38
Total Due to Cure Default -	\$2,039.23

This letter is to notify you that in order to cure the Default, you must pay \$2,039.23 to UnitedOne on or before April 11, 2022. Failure to cure the Default on or before April 11, 2022 may result in acceleration of payment for all sums due under the Note, a foreclosure action(s) to pursue the sale of the Property, and/or any other remedy available at law or equity to UnitedOne. UnitedOne may also seek a judgment against each of you, on a joint and several basis, for any deficiency that exists after the sale of the Property.

UnitedOne Credit Union has the right to freeze any account associated with this loan.

If the Note is accelerated, you have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of a borrower to acceleration and sale.

UnitedOne would like to work with you to avoid acceleration of the Note, foreclosure of the Property, and/or obtaining deficiency judgments against each of you. UnitedOne wants to see you bring your account back into good standing. Please make the required payments as indicated above or contact me to discuss other possible alternatives to resolve this situation.

Sincerely,
Shannon Schaefer

Shannon Schaefer
Asset Protection Coordinator



STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

UnitedOne Credit Union vs. Joseph S Myszewski et al

**Electronic Filing
Notice**

Case No. 2022CV000269

Class Code: Foreclosure of Mortgage

FILED**05-19-2022****Sheboygan County****Clerk of Circuit Court****2022CV000269****Honorable Angela W.
Sutkiewicz****Branch 3**

Item 23.

CITY OF SHEBOYGAN
SUITE 210
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2022CV000269 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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

Pro Se opt-in code: 6c1023

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

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

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

Sheboygan County Circuit Court
Date: May 19, 2022

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 th Street
3511	North 8 th Oriental Store LLC (North 8 th Oriental Store)	2002 N. 8 th Street
2519	Adithi LLC (Northside Clark)	2709 N. 15 th Street
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
2088	Walgreen Co. (Walgreens #6570)	1029 N. 14 th 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>
2840	4 th Street Tap LLC (4 th Street Tap)	520 N. 4 th 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 th 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 th Street
3086	Las Brisas LLC (Las Brisas)	1129 S. 8 th Street
3518	Lushlounge Two LLC (Lushlounge)	1133 Michigan Avenue
2740	Pog Mo Thione, LTD (Mannings Irish Pub)	3015 N. 15 th 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 th 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 th Street
3444 SS North Star LLC (SS Northstar)	3004 N. 8 th Street
2943 Superior Bar & Grill LLC (Superior Bar & Grill)	2607 Superior Avenue
2566 Joseph M. Brost (That Place On 8 th)	1432 S. 8 th Street
3069 Time And A Half LLC (Time And A Half)	2518 N. 15 th Street
2427 Urbane Hospitality LLC (Urbane)	1231 N. 8 th 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 th Street
2029 Weill Center Foundation Inc. (Weill Center)	826 N. 8 th 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 th 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 th 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 th 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 th Street
3449 Yangchee LLC (Toys Restraunt)	1229 N. 8 th 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 th Street
3022 Paradigm LLC (Paradigm)	1202 N. 8 th Street
2696 Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3510 Luce Egg Inc. (Tochi)	623 N. 8 th Street

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

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

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.


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

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 14th 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

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

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 – 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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00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	<u>Introductory Information</u>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<u>Procurement Requirements</u>	
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
	<u>Contracting Requirements</u>	
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
	GENERAL REQUIREMENTS	
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
26 00 00	ELECTRICAL	
26 56 00	Conduit	2

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31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
99 00 00	APPENDIX	
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



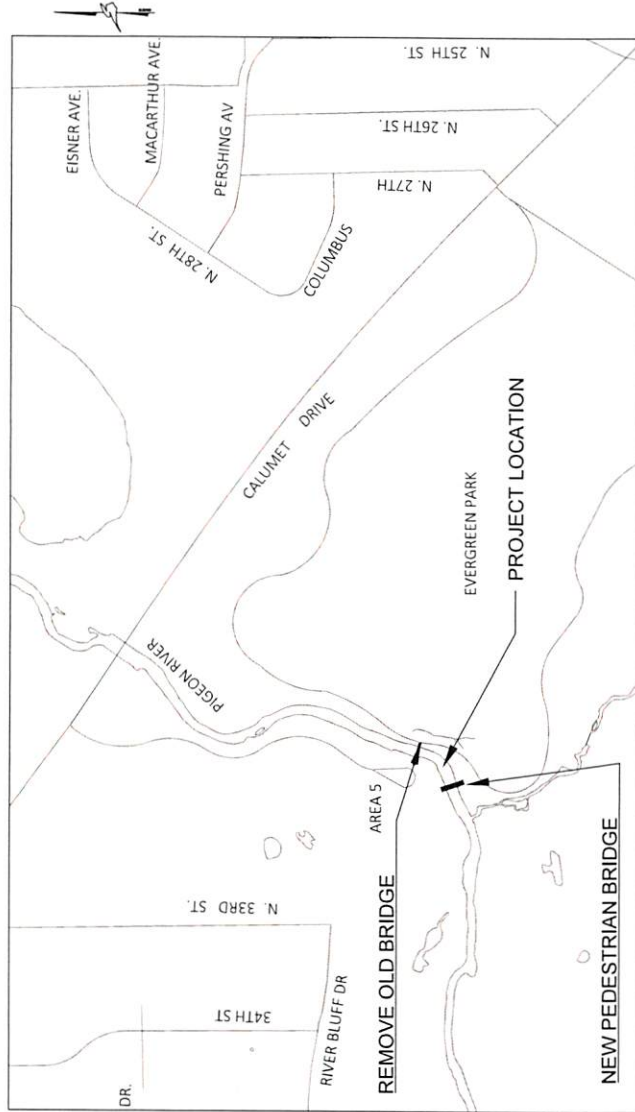
CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2471-22

EVERGREEN PARK AREA 5 PEDESTRIAN BRIDGE

APRIL 2022



NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	OVERALL PLAN
4	025 AP	ACCESS PLAN
5	035 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
2200 New Jersey Avenue
Sheboygan, WI 53081

Ryan Szumak, P.E. - City Engineer

Designed By

Drawn By

Checked By

Plot Date

Bid No.

Project Date

Sheet No.

Drawing No.

000CV

1

APRIL 2022

2471-22

1

000CV

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

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

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

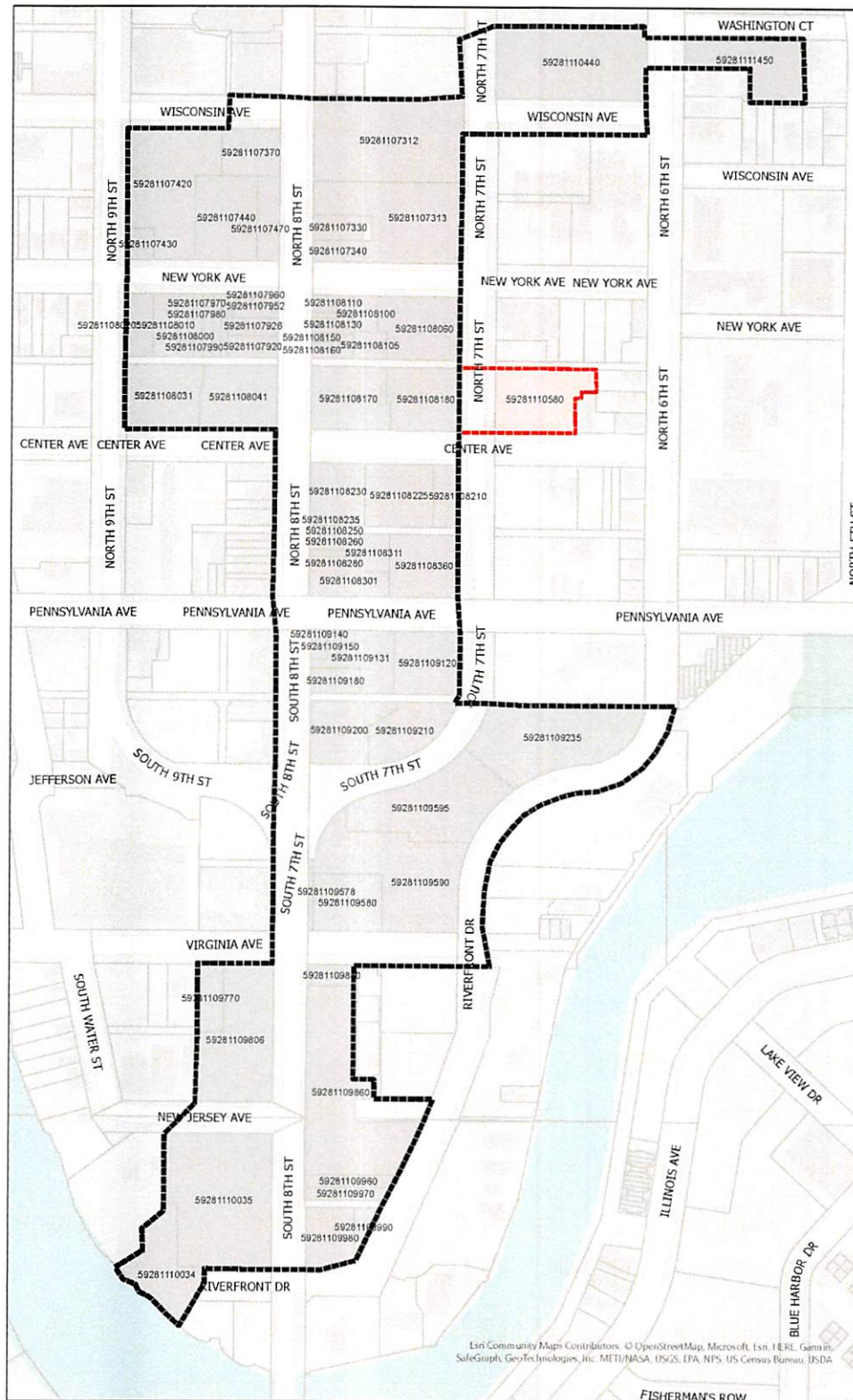
Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments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

Map Found on Following Page.

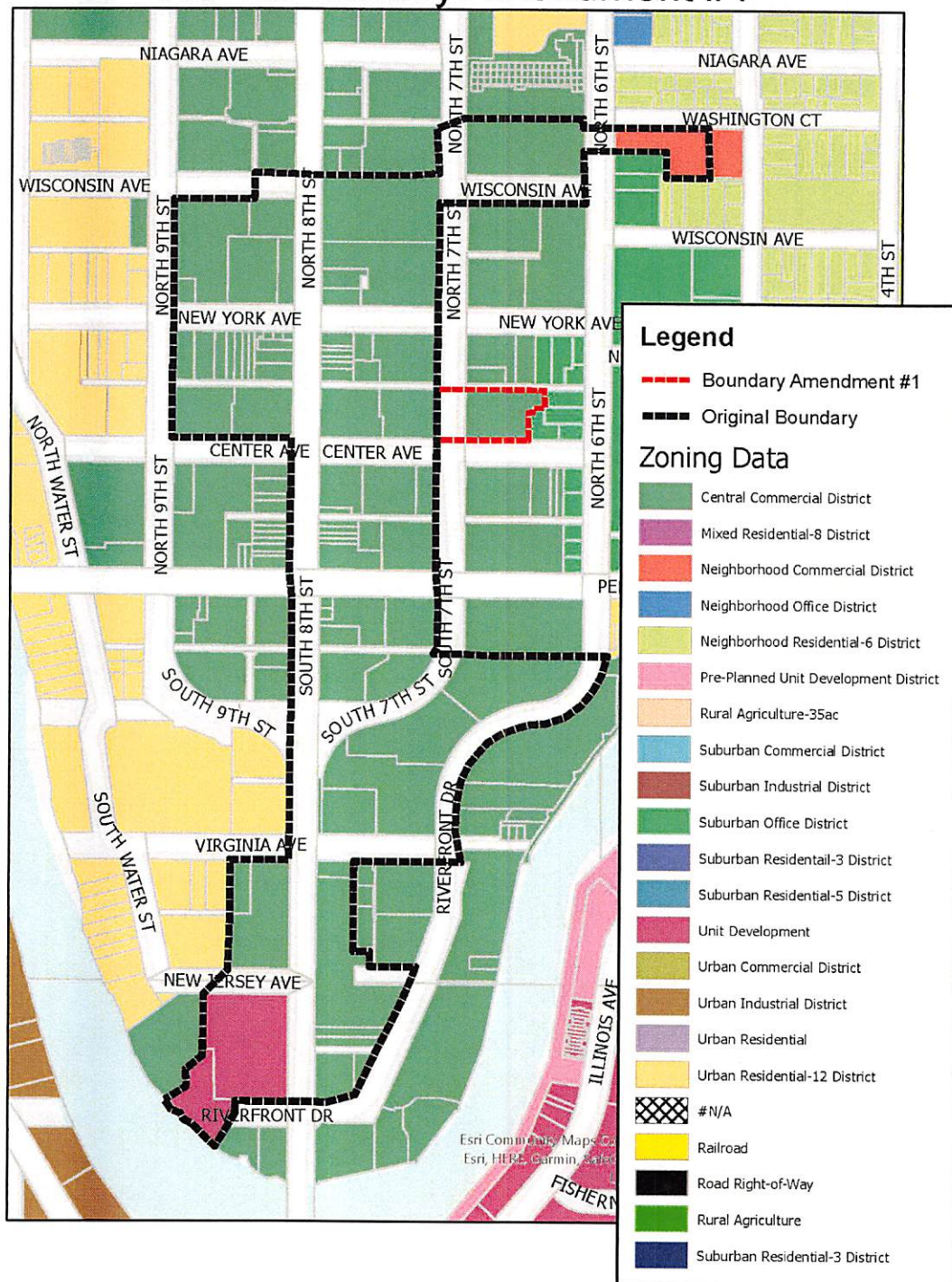


SECTION 3:

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

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																						
Base Property Information																						
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04?	Part of Existing TID?	Assessment Information 1				Equalized Value				District Classification								
						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
5928110580	637 Center Avenue	CCM Press Owner, LLC	0.72			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%	
Total Acreage						0.72	141,000	225,000	0	366,000		141,000	225,000	0				0	0	0	0	
						Assessment Information 1				Equalized Value				District Classification								
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04?	Part of Existing TID?	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
5928110580	637 Center Avenue	CCM Press Owner, LLC	0.72			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%
Total Acreage						0.72	141,000	225,000	0	366,000		141,000	225,000	0				0	0	0	0	0
						Assessment Information 1				Equalized Value				District Classification								
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04?	Part of Existing TID?	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
5928110580	637 Center Avenue	CCM Press Owner, LLC	0.72			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%
Total Acreage						0.72	141,000	225,000	0	366,000		141,000	225,000	0				0	0	0	0	0

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

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

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 Increment District # 16

Cash Flow Projection

Year	Projected Revenues					Expenditures							Balances		Year		
	Tax Increments	Interest Earnings/ (Cost - \$0)	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		Annual Cumulative	
2020	530,049	8,273	37,673	274,486	173,774	1,024,255	650	588,940	4,250	300,260				894,100	130,155	2020	
2021	643,322	(58,333)	37,673	107,893		730,555	650	792,602				2,358		795,610	(65,055)	2021	
2022	586,750	(61,586)	37,673			562,837	650	585,131		171,400		30,165		787,346	(224,509)	2022	
2023	586,750	(72,811)	37,673			551,612	5,500	584,799		171,400		148,490		910,189	(358,577)	2023	
2024	617,682	(90,740)	37,673			564,615	650	583,470				148,490		732,610	(167,995)	2024	
2025	684,371	(99,140)	37,673			622,905	650	581,481				143,490	92,740	818,361	(195,457)	2025	
2026	684,371	(108,912)	37,673			613,132	650	133,652				143,490	92,740	370,532	(1,935,649)	2026	
2027	684,371	(96,782)	37,673			625,262	650	336,015				66,040	92,740	495,445	129,817	2027	
2028	684,371	(90,292)	37,673			631,753	650	61,200				28,000	92,740	182,590	449,162	2028	
2029	684,371	(67,833)	37,673			654,211	650						92,740	93,390	560,821	(795,849)	2029
2030	684,371	(39,792)	37,673			682,252	650							650	681,602	(114,247)	2030
2031	684,371	(5,712)	37,673			716,332	5,500				382,379			387,879	328,453	214,206	2031
2032	684,371	10,710	37,673			732,755	0							0	732,755	946,960	2032
2033	684,371	47,348	37,673			769,392	0							0	769,392	1,716,353	2033
2034	684,371	25,745	37,673			747,790	0							0	747,790	2,464,142	2034
2035	684,371	36,962	37,673			759,006	0							0	759,006	3,223,149	2035
2036	684,371	48,347	37,673			770,391	0							0	770,391	3,993,540	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

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

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

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

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

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

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

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

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. 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

FFP

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. 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

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 18th 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, permits¹, 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

¹ 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.

(Company name)

☒ a corporation

☐ 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.

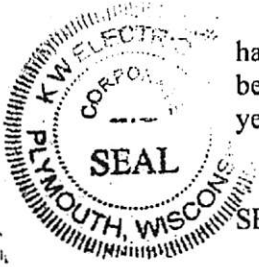
The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to City of Sheboygan (Owner) a certain bid, including the related alternate and combined bids attached hereto and hereby made a part hereof, to enter into a contract in writing for (Type of work) 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 21st 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 is 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 18th 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 12th, 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>
Present for meeting:			
Dave Schulze (EE)	MSA Professional Ser.	920-894-4710	dschulze@msa-ps.com
Bernie Rammer	Sheboygan County	920-459-3469	Bernard.Rammer@sheboyganwi.gov
Mike Williams	City of Sheboygan	920-459-3444	Michael.Willmas@sheboyganwi.gov
Tony Dohr	Pieper Electric	920-312-6156	Tony.dohr@pieperpower.com
Dave Altmeyer	Altmeyer Electric	920-458-3406	david@altmeyerelectric.net
Gerry Krebsbach	KW Electric	920-467-2000	estimating@kwelectricinc.com
Jason Konz	Konz Electric	920-627-2863	jasonk@konzelectric.com
Justin Miller	J. Miller Electric	262-305-3858	justin.jmillerelectric@gmail.com
Not present for Pre-bid:			
Cameron Sauve	MSA Professional Ser.	920-267-6043	csauve@msa-ps.com
Reggie Schwarzenbart	MSA Professional Ser.	920-243-4023	rschwarzenbart@msa-ps.com
Jamon Ingelse	Battalion Chief	920-451-2368	jamon.ingelse@sheboyganwi.gov



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

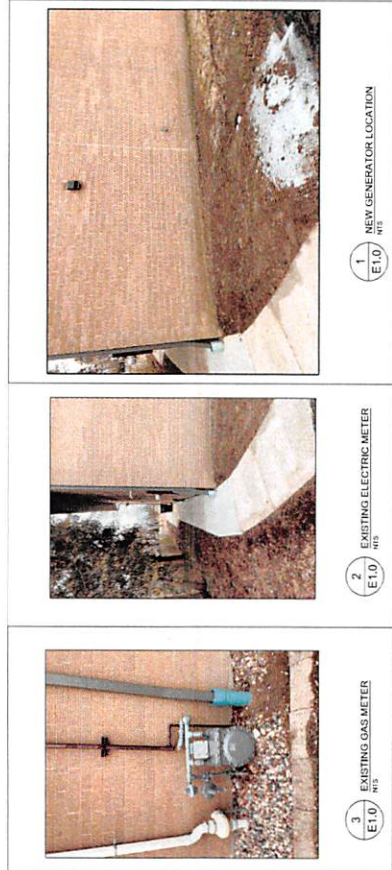
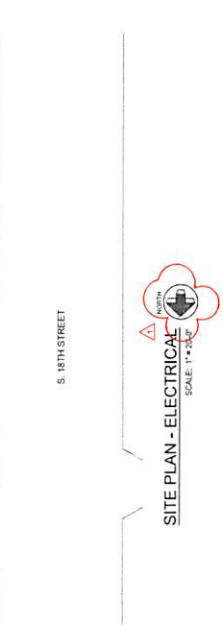
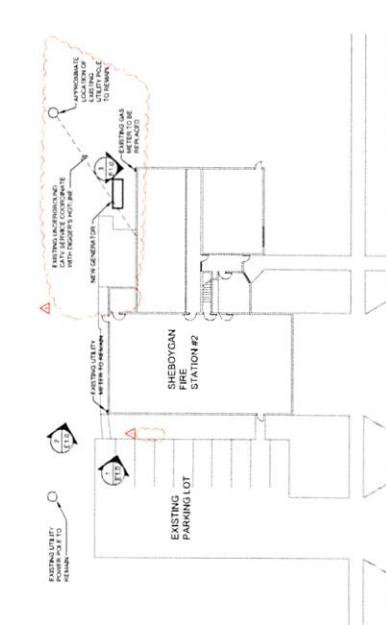
1. Everyone sign-in, check log in.
2. Contact person: Michael Willmas
3. Project Scope: This work is to include replacing the existing generator and transfer switch and gas meter.
4. Tax exempt with owner purchase. Bidders are to include materials without sales tax and applicable county taxes in their 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.

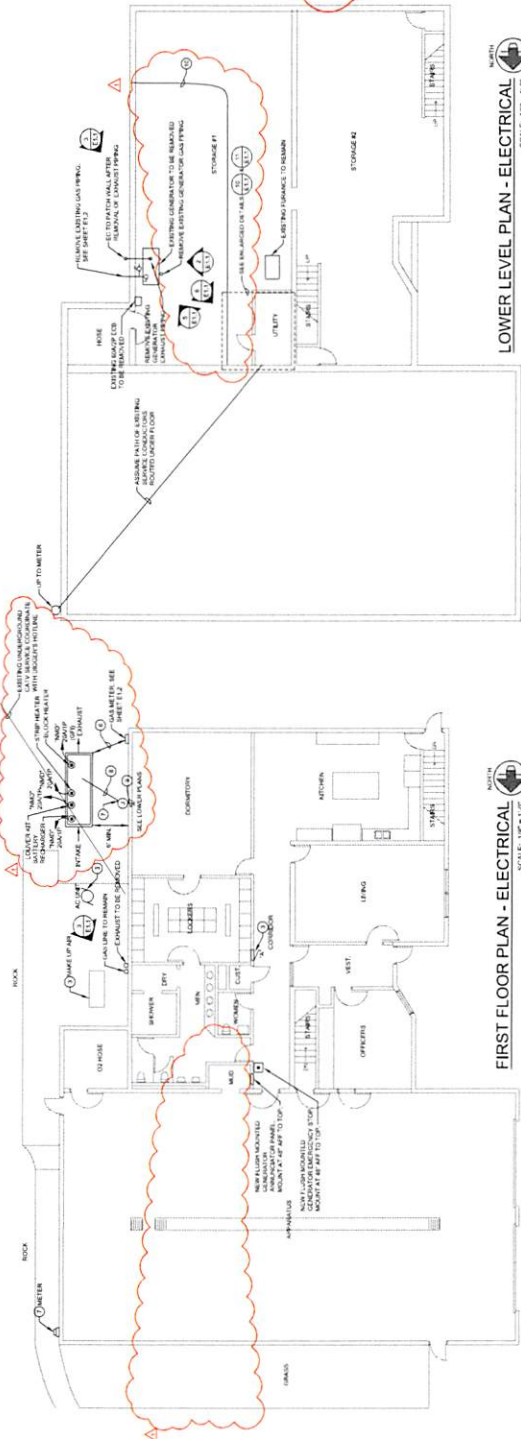
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GENERAL NOTES:

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 IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.
4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.
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9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.
10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SHEBOYGAN ELECTRICAL CODE.

PLAN NOTES:

1. SEE TO BE REVISED AND RELOCATED.
2. SEE TO BE REVISED AND RELOCATED.
3. SEE TO BE REVISED AND RELOCATED.
4. SEE TO BE REVISED AND RELOCATED.
5. SEE TO BE REVISED AND RELOCATED.
6. SEE TO BE REVISED AND RELOCATED.
7. SEE TO BE REVISED AND RELOCATED.
8. SEE TO BE REVISED AND RELOCATED.
9. SEE TO BE REVISED AND RELOCATED.
10. SEE TO BE REVISED AND RELOCATED.



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

EXISTING WIRING
SEE DETAIL E1.1

1 NORTH WALL UTILITY ROOM
N13

8 EXISTING MID GROUND WIRING
E1.1

2 EXISTING KOHLER GENERATOR
N13

3 EXISTING GENERATOR EXHAUST
E1.1

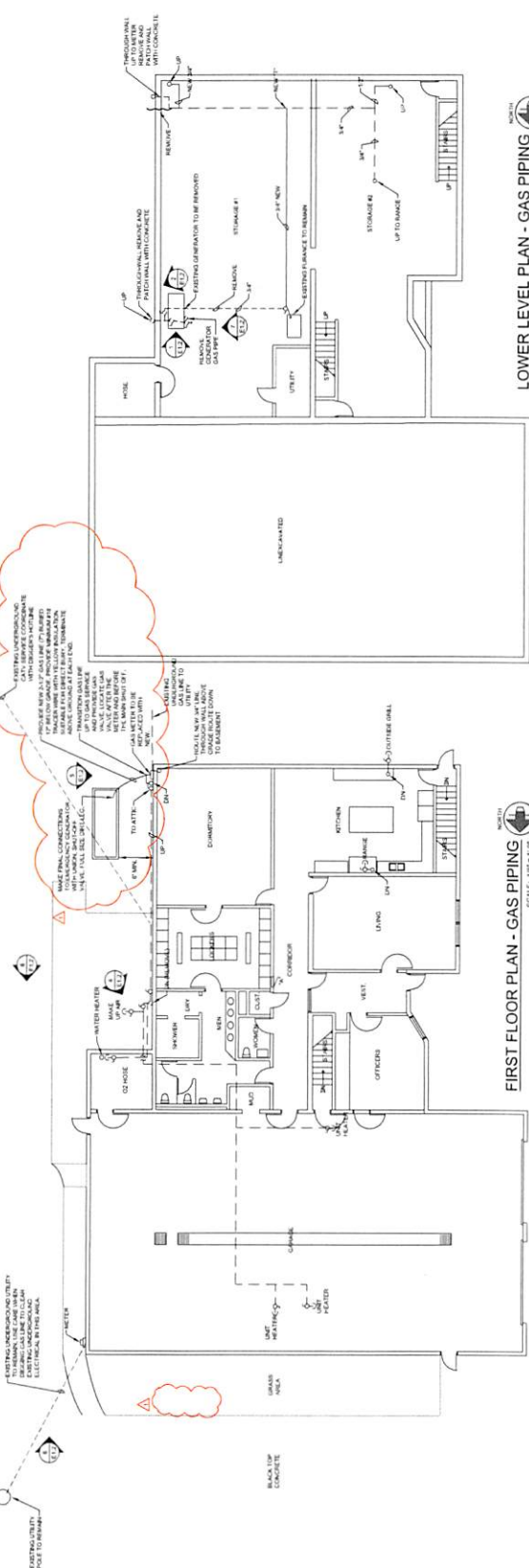
5 EXISTING GENERATOR NAME TAG
E1.1

6 STORAGE #1 WALL
N13

7 EXISTING J-BOX
N13

10 ENLARGED UTILITY - ELECTRICAL - DEMO
E1.1

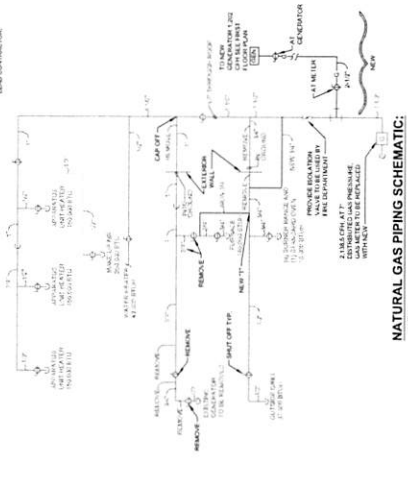
11 ENLARGED UTILITY - ELECTRICAL - NEW
E1.1



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

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

GENERAL NOTES:
1. ALL GAS PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SHEBOYGAN GAS PIPING ORDINANCE.
2. THE GAS UTILITY COMPANY SHALL BE RESPONSIBLE FOR THE FINAL CONNECTION TO THE MAIN GAS LINE.
3. THE GAS UTILITY COMPANY SHALL BE RESPONSIBLE FOR THE FINAL CONNECTION TO THE MAIN GAS LINE.



NATURAL GAS PIPING SCHEMATIC
1/4" = 1'-0"



1 EXISTING GENERATOR GAS PIPING
E1.2 NTS

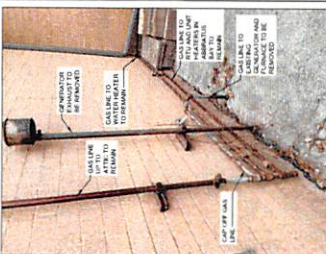


2 EXISTING GAS PIPING
E1.2 NTS

Item	Load	BTU/Hr	CFH
1	Stove	11,000	515.0
2	Appliances Heaters	450,000	450.0
3	181,500,000 BTU	250,000	250.0
4	Water Heater	100,000	100.0
5	Water Heater	100,000	100.0
6	Water Heater	100,000	100.0
7	Water Heater	100,000	100.0
8	Total	2,136,500	2,136.5

Note: BTU/100,000 - CFH

3 EXISTING GAS LOADS
E1.2 NTS



4 EXISTING EXTERIOR GAS PIPING
E1.2 NTS



5 EXISTING GAS METER
E1.2 NTS



6 EXISTING ELECTRIC METER
E1.2 NTS



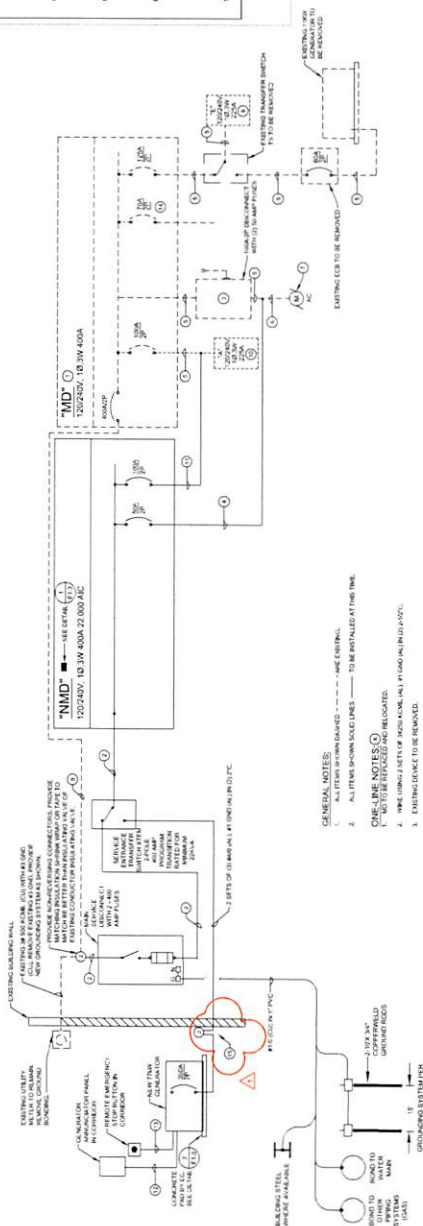
7 EXISTING GENERATOR GAS LINES
E1.1 NTS



8 EXISTING GRAVEL PITCH
E1.1 NTS

[illegible][illegible]

NAME <u>SCOTT, J. J.</u> SEX <u>M</u> DOB <u>01/01/1980</u> AGE <u>28</u>	
A.S. ZIP <u>220</u> HOME TEL <u>703 555 1234</u> WORK TEL <u>703 555 5678</u>	COUNTRY <u>USA</u> STATE <u>VA</u> CITY <u>VALE</u>
SUBURBAN <u>1</u> RURAL <u>0</u> APT. NO. <u>0</u> OFFICE <u>0</u>	EMPLOYER <u>XXXXXX</u> EMPLOYEE ID <u>XXXXXX</u>
with Total Population of 100000	
COUNTRY PEOPLE EMPLOYED LAND OF BIRTH	
1 1 1 1	
2 2 2 2	

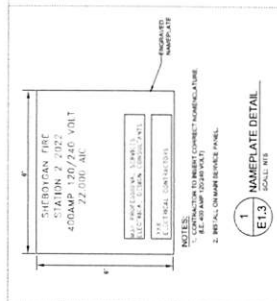
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GENERAL NOTES:

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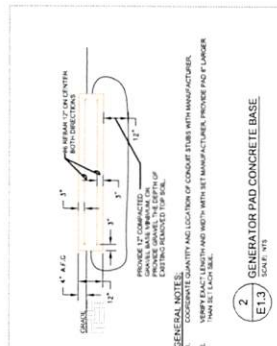
LINE-1 LINE NOTES: (X) NO TO BE ISSUED AND RELOCATED

- WIRE USING A SETS OF 3/16" X 1/8" (1.125" X .125")
EXISTING DEVICE TO BE REMOVED.
WIRE USING A (CU) TO (CU) (CU) IN 4"X.
REMOVE EXISTING WIRING AND PACEWAY.
EXISTING MOTOR OR CIRCUIT.
EXISTING TUBING TO REMAIN.
EXISTING FRAME. TO BE REMOVED, RELOCATE TO NEW FRAME.
EXISTING FEEDER TO BE REMOVED.



PROVIDE ABOVE FOR GENERATOR WIRING. THIS BOX IS TO PREVENT WATER FROM ENTERING THE BUILDING.

- LOCATE THIS BOX ABOVE.



GENERAL NOTES:

1. COORDINATE QUANTITY AND LOCATION OF CONDUIT STUDS WITH MANUFACTURER.
2. VERIFY EXACT LENGTH AND WIDTH WITH SET MANUFACTURER, PROVIDE 1/4" LARGER THAN SET 1 EACH SIDE.

②

E1.3

①

NAME PLATE
E1.3
SCALE: NTS

②

E1.3

III

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.

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 30.		
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 - Elec 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 Lab Technician II WW Electrician	\$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 30.
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	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																		<div>Item 30.</div>
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 MEAD LIBRARY MUNICIPAL COURT PARKING POLICE DEPARTMENT POLICE DEPARTMENT	CABLE TV-LOCAL PROGRAMMING FACILITIES & TRAFFIC MSB ADMIN MSB ADMIN PARKING UTILITY	Custodian II	\$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 TRANSIT	Custodian I	\$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

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.

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.

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**

Project Title:	SIS Rehab Access Rd/Shoreline Design	FOTH Project Number:	21S042.00
		CLIENT Purchase Order#:	310090
		(If applicable)	

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").

CLIENT:	City of Sheboygan – Department of Public Works		
Address:	2026 New Jersey Avenue Sheboygan, WI 53081-4714		
		Email	
Phone No:	920-459-3368	Address:	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): Thomas J. Ludwig, PE

Title: State Operations Director

Date: 4/18/2022

Signed: _____

Name (printed): Dale R. Broeckert, PE

Title: Senior Project Manager

Date: 4/18/2022

VIII

R. C. No. 26 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 6, 2022.

Your 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.

_____	_____
_____	_____
_____	_____
	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

Subs. of Res. No. 21 -22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
June 6, 2022.

A RESOLUTION approving the FY 2022 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$865,259 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2022 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2022 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Shoreline Metro	\$ 42,493 (Public Service)	\$42,493.00 - 2021
Family Service Assoc.	\$ 17,250 (Public Service)	\$15,438.29 - 2021
Family Connections	\$ 5,000 (Public Service)	\$ 4,894.46 - 2021
Lakeshore CAP	\$ 23,573 (Public Service)	\$14,859.36 - 2021
Big Brothers/Big Sisters	\$ 21,370 (Public Service)	\$11,719.15 - 2021
Million Dreamz	\$622,908 (Public Service)	
Flawless Hoops	\$ 10,000 (Public Service)	

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or \$129,788, excluding housing activities. The above public service requests total \$742,594. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total \$129,788. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	\$ 32,500	(Requested \$35,000)
Habitat for Humanity	\$ 25,000	(Requested \$27,000)
Neighborhood Enhancements- signage/ grants	\$ 25,000	
Historic Preservation	\$ 69,920	
St. Clair Avenue Resurfacing Project	\$250,000	
Program Administration	\$173,051	
Section 108 Payment- Uptown Social	\$160,000	

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2022 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

CITY STAFF RECOMMENDATIONS

Partners for Community Development	\$32,500	(Housing)
Habitat for Humanity	\$25,000	(Housing)
Million Dreamz	\$18,000	(Public Service)
Shoreline Metro	\$42,493	(Public Service)
Family Service Association	\$17,000	(Public Service)
Family Connections	\$ 4,800	(Public Service)
Lakeshore CAP	\$21,000	(Public Service)
Big Brothers/Big Sisters	\$19,500	(Public Service)
Flawless Hoops	\$ 6,995	(Public Service)

FINANCE AND PERSONNEL COMMITTEE RECOMMENDATIONS

Partners for Community Development	\$32,500	(Housing)
Habitat for Humanity	\$25,000	(Housing)
Million Dreamz	\$18,000	(Public Service)
Shoreline Metro	\$42,493	(Public Service)
Family Service Association	\$17,000	(Public Service)
Family Connections	\$ 4,800	(Public Service)
Lakeshore CAP	\$21,000	(Public Service)
Big Brothers/Big Sisters	\$19,500	(Public Service)
Flawless Hoops	\$ 6,995	(Public Service)

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 21 -22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION approving the FY 2022 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$865,259 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2022 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2022 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Shoreline Metro	\$ 42,493 (Public Service)	\$42,493.00 - 2021
Family Service Assoc.	\$ 17,250 (Public Service)	\$15,438.29 - 2021
Family Connections	\$ 5,000 (Public Service)	\$ 4,894.46 - 2021
Lakeshore CAP	\$ 23,573 (Public Service)	\$14,859.36 - 2021
Big Brothers/Big Sisters	\$ 21,370 (Public Service)	\$11,719.15 - 2021
Million Dreamz	\$622,908 (Public Service)	
Flawless Hoops	\$ 10,000 (Public Service)	

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or \$129,788, excluding housing activities. The above public service requests total \$742,594. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total \$129,788. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	\$ 32,500	(Requested \$35,000)
Habitat for Humanity	\$ 25,000	(Requested \$27,000)
Neighborhood Enhancements- signage/ grants	\$ 25,000	
Historic Preservation	\$ 69,920	
St. Clair Avenue Resurfacing Project	\$250,000	
Program Administration	\$173,051	
Section 108 Payment- Uptown Social	\$160,000	

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2022 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

CITY STAFF RECOMMENDATIONS

Partners for Community Development	\$32,500	(Housing)
Habitat for Humanity	\$25,000	(Housing)
Million Dreamz	\$18,000	(Public Service)
Shoreline Metro	\$42,493	(Public Service)
Family Service Association	\$17,000	(Public Service)
Family Connections	\$ 4,800	(Public Service)
Lakeshore CAP	\$21,000	(Public Service)
Big Brothers/Big Sisters	\$19,500	(Public Service)
Flawless Hoops	\$ 6,995	(Public Service)

FINANCE AND PERSONNEL COMMITTEE RECOMMENDATIONS

Partners for Community Development	\$	(Housing)
Habitat for Humanity	\$	(Housing)
Million Dreamz	\$	(Public Service)
Shoreline Metro	\$	(Public Service)
Family Service Association	\$	(Public Service)
Family Connections	\$	(Public Service)
Lakeshore CAP	\$	(Public Service)
Big Brothers/Big Sisters	\$	(Public Service)
Flawless Hoops	\$	(Public Service)

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. 27 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. June 6, 2022.

Your 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.

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

Subs. of Res. No. 16 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
June 6, 2022.

A RESOLUTION authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City.

RESOLVED: That the Finance Director is hereby authorized to execute the Agency Agreement between Credit Management Control, Inc. and the City of Sheboygan regarding collection services, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLED: That the Finance Director is hereby directed to annually provide a report to the Finance and Personnel Committee including a listing of the accounts receivable submitted for collection to Credit Management Control, Inc. and the net amount collected.

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. 116 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City.

RESOLVED: That the Finance Director is hereby authorized to execute the Agency Agreement between Credit Management Control, Inc. and the City of Sheboygan regarding collection services, a copy of which is attached hereto and incorporated herein.





Finance and Personnel

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

AGENCY AGREEMENT

This agreement made and entered into this 24th day of March , 2022, by and between City of Sheboygan, hereinafter referred to as "Principal", and Credit Management Control, Inc., a collection agency duly licensed under and pursuant to the laws of the State of Wisconsin, hereinafter referred to as "Agent."

WITNESSETH

WHEREAS, Principal desires Agent to undertake the collection of Principal's accounts and other evidence of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth: and,

WHEREAS, the parties contemplate a future course of dealing as Principal and Agent, and desire to set forth and define herein the mutual rights, obligations and liabilities of the parties hereto in such course of dealing.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto it is hereby agreed as follows:

1. Principal hereby appoints Agent as its agent to collect and receive all sums of money due or payable to Principal for claims which the principal lists with Agent. CMC will accept for collection all active, delinquent accounts, not accounts that are in bankruptcy, deceased or disputed. Term of this contract is 3 (three) years starting April 1, 2022, through March 31, 2025. Contract can be renewed for 1 (one) additional 3 (three) year term. A minimum of 30-day notice must be given to renew the additional term. Upon termination of contract, agent will return all accounts, except accounts where Agent is in the actual process of collecting or where legal action has been taken on behalf of Principal. Termination of this agreement by Principal shall be subject to Principal's payment of commission due.
2. This agreement shall be effective as of the above date and shall continue in effect until terminated or modified in writing by Principal and Agent.
3. Agent shall use only ordinary and reasonable collection efforts as permitted by law and shall follow the Association of Credit and Collection (ACA) Code of Ethics and Professional Responsibility.
4. Principal agrees at the time of placement to cease all invoicing, notices and collection efforts against accounts that have been placed with Agent to avoid the possibility of harassment. Principal agrees not to list the same debtor account with more than one Agent at a time. Accounts listed at Agent will remain active until reported on the Return Report or Remittance Report.
5. Principal agrees the information furnished to Agent regarding the identity of the accounts is accurate, the balance of the account is the correct amount owed and all payments and credit due Principal from the account have been properly credited to the account balance prior to listing with Agent.
6. Principal hereby authorizes Agent to pursue all responsible parties in states that have doctrine of necessities, marital property and/or paternity laws that allow collection against multiple parties.
7. Principal agrees to have received express permission from the debtor to communicate in any manner with phone numbers and emails related to the debtor's account. Principal acknowledges and transfers that permission to Agent.
8. Principal agrees to not list known bankruptcy and past statute of limitation accounts with Agent. Principal agrees to notify Agent within five (5) business days of any accounts where it receives notification of bankruptcy filing.
9. Agent operates on a contingency fee basis, unless otherwise agreed upon by both parties, and earns its contingency fee on actual monies received regardless of payer and whether that money is paid directly to Principal or paid to Agent. Agent shall have authority to receive payment by all payment instruments and shall have authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment.
10. Principal shall refer all debtor inquiries, requests, payment promises and settlement offers to Agent.
11. Principal agrees to allow Agent to place accounts on a debtor's credit file as allowed by law. Agent agrees to follow the Fair Credit Reporting Act and will not remove an account that was accurately placed on a debtor's credit file.
12. Principal shall report all payments received at Principal's office upon receipt, including any payments made by third parties pertaining to accounts listed for collection and will be subject to customary charges as listed in agreement. Accounts are considered "listed" upon receipt at Agent's office.

13. On a monthly basis, or as otherwise required by law, the Agent will send the Principal a check for accounts collected minus the Agency's commission.
14. The Principal reserves the right to determine whether a claim shall be placed in litigation. If the Principal elects not to designate the attorney, Agent is authorized to tender the account to any attorney selected by Agent. Agent may retain such attorney on prescribed terms with the understanding that litigation is to be in the name of the Principal. Agent shall advise Principal immediately of any such selection made by Agent. Any such attorney selected shall be considered the Principal's attorney. Principal may authorize Agent to conduct correspondence with any such attorney and to receive payments made by the debtor. However, the conduct of the attorney shall at all times be subject to the control of Principal, and the attorney may report directly to the Principal or through Agent, as s/he desires. Either Agent or the attorney may advance the necessary legal cost, but the Principal agrees to pay for any disbursements thus made if requesting the judgment be canceled or returned. In the event of a counter suit, the Principal shall be responsible for the legal cost of Principal's defense. When the attorney collects an account, in whole or in part, s/he may deduct his/her fee and remit the balance to agent who shall be authorized to deduct his agreed commission and disbursements, before remitting the balance to Principal.
15. Principal agrees to allow Agent to use Principal for references and marketing purposes.
16. To the fullest extent permitted by law, Agent shall indemnify and hold harmless the Principal and its officers, agents and employees from any and all claims, damages to person property, lawsuits or liability (including, but not limited to: reasonable fees and charges of vendors, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Agent or any of the Agent's agents or employees in the performance of services under this contract.
17. Principal and Agent understand that if any portion of the above Agreement is found to be unlawful or invalid, the said portion will not nullify any remaining portion of this agreement.

Commission Rates:

25% **Regular:** Agent will be paid fee on payments made to Principal and/or Agent

10% **Trip:** Agent will be paid fee at the point when money collected through the Wisconsin Tax Refund Intercept Program (TRIP)

Post-judgment interest rate of 1% above prime in the state of Wisconsin will be assessed annually on the Principal of the account. This interest will be split at the legal rate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Agreement Date first written above.

Legal Business Name: City of Sheboygan

Client Signature

CMC, Inc. Agent Signature

Printed Client name

Printed Agent name