



TWENTY-THIRD REGULAR COMMON COUNCIL MEETING AGENDA

March 03, 2025 at 6:00 PM

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

"It's amazing what you can accomplish if you don't care who gets the credit" - Harry S. Truman

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

Notice of the 23rd Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, March 3, 2025 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**
Aldersperson Felde may attend meeting remotely
2. **Pledge of Allegiance**
3. **Approval of Minutes**
Twenty-Second Regular Council Meeting held on February 17, 2025
4. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
5. **Presentation**
Mayor's International Committee
6. **Presentation**
DPW/Planning Structure Review by Bold Path Consulting
7. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

8. **Hearing No. 17-24-25** pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Class Urban Residential (UR-12) PUD Overlay Classification.

9. Hearing No. 18-24-25 pursuant to a notice published, this hearing is for the purpose of allowing interested parties to be heard relative to a proposed PUD-GDP designation for property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930.

CONSENT

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

11. R. C. No. 227-24-25 by Finance and Personnel Committee to whom was referred Res. No. 166-24-25 by Alderpersons Mitchell and Perrella authorizing execution of a Consent and Estoppel Certificate on behalf of the City regarding the Oscar Apartments; recommends adopting the Resolution.
12. R. C. No. 226-24-25 by Finance and Personnel Committee to whom was referred Res. No. 163-24-25 by Alderpersons Mitchell and Perrella authorizing the continuation of the self-insured worker's compensation program; recommends adopting the Resolution.
13. R. C. No. 229-24-25 by Public Works Committee to whom was referred Res. No. 164-24-25 by Alderpersons Dekker and Ramey authorizing the purchasing agent to issue a purchase order for the purchase and installation of laboratory cabinets, countertops, and related equipment for the upgrade and improvement of the laboratory at the Wastewater Treatment Plant; recommends adopting the Resolution.
14. R. C. No. 230-24-25 by Public Works Committee to whom was referred Res. No. 167-24-25 by Alderpersons Dekker and Ramey authorizing execution of a Wetland Credit Agreement and Affidavit of Credit Purchase on behalf of the City regarding the purchase of wetland credits at the Gartman subdivision project; recommends adopting the Resolution.
15. R. C. No. 234-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 162-24-25 by Alderpersons Rust and La Fave approving the 2025 City of Sheboygan Emergency Management and Response Plan; recommends adopting the Resolution.

REPORT OF OFFICERS

16. R. O. No. 120-24-25 by City Clerk submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals. REFER TO FINANCE AND PERSONNEL COMMITTEE
17. R. O. No. 119-24-25 by City Clerk submitting a liquor license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
18. R. O. No. 121-24-25 by City Clerk submitting a claim from State Farm for alleged damages to a vehicle owned by one of their insured drivers. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

19. Res. No. 178-24-25 by Alderpersons Belanger and Perrella approving the General Development Plan and Specific Implementation Plan submitted by Jake Buswell for construction of Jakum Hall Apartments on parcel nos. 59281718350 and 59281712930 within a Planned Unit Development (PUD) zone. ADOPT RESOLUTION
20. Res. No. 180-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of Parcel No. 59281106170, located adjacent to Ontario Avenue, from the Sheboygan Area School District for future use by the City. SUSPEND THE RULES AND ADOPT THE RESOLUTION

- 21.** Res. No. 170-24-25 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 22.** Res. No. 171-24-25 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 23.** Res. No. 172-24-25 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 24.** Res. No. 173-24-25 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 25.** Res. No. 174-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to complete a transfer from Tax Incremental District 17 (TID 17) to the General Fund clearing out an advance as of December 31, 2024. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 26.** Res. No. 177-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan’s general ledger as of December 31, 2024. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 27.** Res. No. 175-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to enter into an Intergovernmental Memorandum of Understanding with Sheboygan County for provision of EMS services to support SWAT activities. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 28.** Res. No. 176-24-25 by Alderpersons Dekker and Ramey authorizing a 2025 budget amendment and the Purchasing Agent to issue a purchase order for the purchase of two Sludge Heat Exchangers for the Wastewater Treatment Plant. REFER TO PUBLIC WORKS COMMITTEE
- 29.** Res. No. 179-24-25 by Alderpersons Dekker and Ramey authorizing the Director of Public Works to grant permission to Boy Scouts of America – Lakeshore District to maintain a temporary campsite on property owned and maintained by the City and to maintain controlled fire(s) on such property for a Camporee event occurring May 2 – 4, 2025. REFER TO PUBLIC WORKS COMMITTEE
- 30.** Res. No. 181-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex. REFER TO PUBLIC WORKS COMMITTEE
- 31.** Res. No. 183-24-25 by Alderpersons Dekker and Ramey authorizing a budget amendment in order to participate in a Wisconsin Department of Natural Resources Targeted Runoff Management Grant to support stormwater runoff and erosion control activities in the Pigeon River Corridor located within Maywood and Evergreen Parks. REFER TO PUBLIC WORKS COMMITTEE
- 32.** Res. No. 182-24-25 by Alderpersons Dekker and Ramey releasing a property owner from liability associated with employees and/or agents of the City of Sheboygan entering upon the owner’s land to obtain soil borings in conjunction with the Southside Interceptor Project. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 33.** R. C. No. 231-24-25 by Public Works Committee to whom was referred Res. No. 169-24-25 by Alderpersons Dekker and Ramey vacating and discontinuing portions of North Commerce Street in the City of Sheboygan; recommends adopting the Resolution. LAYS OVER
- 34.** R. C. No. 228-24-25 by Finance and Personnel Committee to whom was referred Res. No. 168-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to sign the Amendment to Leverenz Site Parking Lot Lease; recommends adopting the Resolution.
- 35.** R. C. No. 232-24-25 by Public Works Committee to whom was referred Res. No. 156-24-25 by Alderpersons Dekker and Ramey approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan; recommends to amend The Resolution to read, “Now, Therefore be it Resolved: That the common council approves the evergreen park trail improvement concept plan for improvements to be made within the boundaries of Evergreen Park.” RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
- 36.** R. C. No. 233-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 165-24-25 by Alderpersons Rust and La Fave authorizing acceptance of the 2025 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2025 budget for grant funds received; recommends amending the Resolution in the following ways: 1 - In the first WHEREAS paragraph beginning with the word pedestrian and amending that entire sentence to the following: “Sheboygan County DOT data from 2021-2023 suggests a strong correlation between motorist violations and such crashes.” 2 - In the second WHEREAS paragraph, amending some language in the last sentence of that paragraph. “Bicycle and pedestrian” were amended to “traffic” and after the word “violations”, “endangering vulnerable road users” was added. RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
- 37.** R. C. No. 235-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 117-24-25 by City Clerk submitting a liquor license application (#3713 Pena Inc.); recommends denying the license because there are a large number of parties interested in obtaining a liquor license and no available licenses due to the quota imposed by the State of Wisconsin. The committee believes that in light of the fact that the license would need to be transferred to another location, it would be more just to allow all interested parties throughout the city to have an equal opportunity to apply for the license that will become available once the current licensee ends his lease for the current premises. The applicant is encouraged to take part in that process, and the committee’s decision should not be seen as affecting the likelihood of obtaining the right to apply for a license under that process.

GENERAL ORDINANCES

MATTERS LAID OVER

- 38.** R. O. No. 115-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 37-24-25 by Alderperson Belanger and R. O. No. 106-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification; recommends filing the R. O. and adopting the Ordinance.

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

39. 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

**TWENTY-SECOND REGULAR COMMON COUNCIL MEETING
MINUTES**

Monday, February 17, 2025

OPENING OF MEETING

1. Roll Call

Alderspersons present: Belanger, Dekker, Felde (remote), Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

2. Pledge of Allegiance

3. Approval of Minutes

Twenty-First Regular Council Meeting held on February 3, 2025

MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

4. Resignation

Steve Jaeger from the Sheboygan Historic Preservation Commission effective February 1, 2025.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

5. Confirmation of Mayoral Appointments

Craig Seider (Full position), Samuel Payne (Full position), Craig Wakefield (1st Alternate), John Gilipsky (2nd Alternate) to the Board of License Examiners

MOTION TO REMOVE JOHN GILIPSKY FROM THE APPOINTMENTS

Motion made by Dekker with no objections.

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

6. Public Forum

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

7. Presentation

Historic Preservation Commission

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

9. Presentation

State of the City, Mayor Ryan Sorenson

HEARINGS

- 10. Hearing No. 14-24-25 pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan’s Municipal Code. The purpose of the amendment is to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.
No one spoke.

MOTION TO CLOSE THE HEARING

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

- 11. Hearing No. 15-24-25 pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan’s Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification.
No one spoke.

MOTION TO CLOSE THE HEARING

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

- 12. Hearing No. 16-24-25 pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan’s Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located on N. Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification.
No one spoke.

MOTION TO CLOSE THE HEARING

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

CONSENT

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

14. R. O. No. 116-24-25 by Board of License Examiners submitting applications for Building Contractor License already granted.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

15. R. C. No. 217-24-25 by Public Works Committee to whom was referred Res. No. 155-24-25 by Alderpersons Dekker and Ramey authorizing the Department of Public Works to donate a Peace Tree sign to the Sheboygan County Museum; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

16. R. C. No. 216-24-25 by Public Works Committee to whom was referred Res. No. 154-24-25 by Alderpersons Dekker and Ramey authorizing the Harbor Centre Marina Harbormaster to establish and manage a Rewards Program; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

17. R. C. No. 222-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 38-24-25 by Alderpersons Rust and La Fave amending several sections of Article 14-VIII of the Sheboygan Municipal Code regarding Landscaping and Tree Removal Services so as to change the licensing process; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

18. R. C. No. 220-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 160-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to enter into an Agreement with Lexipol, LLC for training and policy materials; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

19. R. C. No. 219-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 159-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute a Waiver of Right to Claim Damages and a Liability Release document in order to allow fire personnel access to an SBA Communications Corporation tower for training purposes; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

20. R. C. No. 218-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 157-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

21. R. C. No. 223-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 102-24-25 by City Clerk submitting various license applications; recommends granting License Application No. 2121.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

22. R. C. No. 224-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 112-24-25 by City Clerk submitting a license application; recommends granting the application.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

REPORT OF OFFICERS

23. Motion to rescind Gen. Ord. No. 34-24-25 as it was prematurely adopted at the February 3rd Common Council meeting. It was prematurely adopted due to lack of hearing.

Motion made by Belanger, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

24. R. O. No. 111-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 34-24-25 by Alderperson Belanger amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission; recommends adopting the Ordinance.

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

Motion made by Belanger, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

25. R. O. No. 113-24-25 by Transit Commission to whom was referred Res. No. 151-24-25 by Alderpersons Dekker, Rust, and Mitchell authorizing the appropriate City officials to execute the Contract for Professional Services Between the Bay-Lake Regional Planning commission and the City of Sheboygan, Shoreline Metro regarding preparation of a 2026-2030 Transit Development Program (TDP) Update; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

26. R. O. No. 115-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 37-24-25 by Alderperson Belanger and R. O. No. 106-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER
27. R. O. No. 114-24-25 by City Clerk submitting a claim from Teresa Kay McAlpine for alleged damage to vehicle that was struck by a Sheboygan Metro Bus. REFER TO FINANCE AND PERSONNEL COMMITTEE
28. R. O. No. 117-24-25 by City Clerk submitting a liquor license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
29. R. O. No. 118-24-25 by City Clerk submitting a claim from Chelsea Gray for alleged damages to house and vehicle when a City tree fell on them. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

30. Res. No. 163-24-25 by Alderpersons Mitchell and Perrella authorizing the continuation of the self-insured worker's compensation program. REFER TO FINANCE AND PERSONNEL COMMITTEE
31. Res. No. 164-24-25 by Alderpersons Dekker and Ramey authorizing the purchasing agent to issue a purchase order for the purchase and installation of laboratory cabinets, countertops, and related equipment for the upgrade and improvement of the laboratory at the Wastewater Treatment Plant. REFER TO PUBLIC WORKS COMMITTEE
32. Res. No. 162-24-25 by Alderperson Rust and La Fave approving the 2025 City of Sheboygan Emergency Management and Response Plan. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

- 33. Res. No. 166-24-25 by Alderpersons Mitchell and Perrella authorizing execution of a Consent and Estoppel Certificate on behalf of the City regarding the Oscar Apartments. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 34. Res. No. 165-24-25 by Alderpersons Rust and La Fave authorizing acceptance of the 2025 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2025 budget for grant funds received. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 35. Res. No. 167-24-25 by Alderpersons Dekker and Ramey authorizing execution of a Wetland Credit Agreement and Affidavit of Credit Purchase on behalf of the City regarding the purchase of wetland credits at the Gartman subdivision project. REFER TO PUBLIC WORKS COMMITTEE
- 36. Res. No. 168-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to sign the Amendment to Leverenz Site Parking Lot Lease. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 37. Res. No. 169-24-25 by Alderpersons Dekker and Ramey vacating and discontinuing portions of North Commerce Street in the City of Sheboygan. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 38. R. C. No. 213-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 161-24-25 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Roger G. Miller, et al. v. City of Sheboygan Plan Commission, et al., and authorizing payment for said service; recommends amending the Resolution to remove the name Attorney Lawrie J. Kobza.

MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
 Motion made by Mitchell, Seconded by Perrella.
 Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

- 39. R. C. No. 214-24-25 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 35-24-25 by Alderpersons Mitchell and Perrella amending the Sheboygan Municipal Code so as to move Housing Rehabilitation Loan Program responsibilities to the Finance and Personnel Committee; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE
 Motion made by Mitchell, Seconded by Perrella.
 Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

- 40. R. C. No. 215-24-25 by Public Works Committee to whom was referred Res. No. 158-24-25 by Alderpersons Dekker and Ramey authorizing Lakeshore Child Advocacy Center to sublease a portion of their office space within Uptown Social senior community center located at 1817 N. 8th Street, Sheboygan, to CASA Sheboygan; recommends to file the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

41. R. C. No. 221-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 36-24-25 by Alderperson Belanger amending Section 101-19 of the Sheboygan Municipal Code to add a person with architectural experience to the Plan Commission; recommends adopting the Ordinance.

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

Motion made by Rust, Seconded by La Fave.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

42. R. C. No. 225-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 108-24-25 by City Clerk submitting various license applications; recommends granting and/or denying the licenses with caveats.

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

Motion made by Rust, Seconded by La Fave.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

GENERAL ORDINANCES – None.

MATTERS LAID OVER

43. R. O. No. 109-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 32-24-25 by Alderperson Belanger and R. O. No. 100-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification; recommends filing the R. O. and adopting the Ordinance.

MOTION TO RECEIVE AND FILE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

44. R. O. No. 110-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 31-24-25 by Alderperson Belanger and R. O. No. 99-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification; recommends filing the R. O. and adopting the Ordinance.

MOTION TO RECEIVE AND FILE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

OTHER MATTERS AUTHORIZED BY LAW – None.**CLOSED SESSION**

45. MOTION TO CONVENE IN CLOSED SESSION under the exemption provided by Wis. Stat. § 19.85(1)(e) for deliberation or negotiation of the investment of public funds, where competitive or bargaining reasons require a closed session, to wit: 1) the investing of public funds to support the redevelopment of property at 1128 S 11th St, Sheboygan; and 2) receiving an update from the City Administrator on development projects which may require negotiation related to the investment of public funds.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde*, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

*Aldersperson Felde left the meeting and did not participate in closed session.

ADJOURN MEETING

46. Motion to Adjourn

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**CITY OF SHEBOYGAN
HEARING 17-24-25**

MARCH 3, 2025.

Pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan’s Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Class Urban Residential (UR-12) PUD Overlay Classification.

All interested parties will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN OFFICIAL ZONING
MAP OF THE SHEBOYGAN ZONING ORDINANCE:

Notice is hereby given that a public hearing will be held at 6:00 P.M., March 3, 2025 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described lands from Class Urban Residential (UR-12) to Class Urban Residential (UR-12) PUD Overlay Classification:

Property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930:

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST
EDWIN SCHAEZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3 AND LUTZ DISVISION LOT 9 BLK 1

MEREDITH DEBRUIN
City Clerk

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

February 21, 2025

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., March 3, 2025, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to change the Use District Classification of the following described lands from Class Urban Residential (UR-12) to Class Urban Residential (UR-12) PUD Overlay Classification:

Property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930:

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAEZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3 AND LUTZ DIVISION LOT 9 BLK
1

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT**
AT 459-3377.

Sincerely,

MEREDITH DEBRUIN, City Clerk

Account Number:	1012694
Customer Name:	Sheb, City Of,Legal Acct
Customer Address:	Sheb, City Of,Legal Acct 828 Center AVE # 110 Accounts Payable Sheboygan WI 53081-4442
Contact Name:	ACCT SHEB, CITY OF,LEGAL
Contact Phone:	
Contact Email:	
PO Number:	

Date:	02/04/2025
Order Number:	11013297
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	34.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	02/14/2025 - 02/21/2025	Govt Public Notices
SHE sheboyganpress.com	2	02/14/2025 - 02/21/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$49.62
Tax Amount	\$0.00
Service Fee 3.99%	\$1.98
Cash/Check/ACH Discount	-\$1.98
Payment Amount by Cash/Check/ACH	\$49.62
Payment Amount by Credit Card	\$51.60

Order Confirmation Amount	\$49.62
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NOTICE OF PUBLIC HEARING ON
AMENDMENT TO THE CITY OF
SHEBOYGAN OFFICIAL ZONING MAP
OF THE SHEBOYGAN ZONING
ORDINANCE:

Notice is hereby given that a public hearing will be held at 6:00 P.M., March 3, 2025 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described lands from Class Urban Residential (UR-12) to Class Urban Residential (UR-12) PUD Overlay Classification:

Property located at N. 15th Street and
Martin Avenue – Parcel Nos.
59281718350 and 59281712930:

SECTION 15, TOWNSHIP 15 NORTH,
RANGE 23 EAST
EDWIN SCHAETZERS SUBD LOTS 6-7-
8-9-10-11 & 12 BLK 3 AND LUTZ
DISVISION LOT 9 BLK 1

MEREDITH DEBRUIN
City Clerk

RUN: Feb. 14, 21, 2025 WNAXLP

MAERTZ, TRACI J
1420 MARTIN AVE
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN
828 CENTER AVE STE 105
SHEBOYGAN, WI 53081

HERT, AMANDA S
1412 MARTIN AVE
SHEBOYGAN, WI 53083

CITY OF SHEBOYGAN
828 CENTER AVE STE 105
SHEBOYGAN, WI 53081

RIVERSIDE HOME IMPROVEMENTS LLC
W4253 COUNTY ROAD PP
PLYMOUTH, WI 53073

TYMM, LAURA E
2609 N 15TH ST
SHEBOYGAN, WI 53083

BEIMEL, KATHLEEN M
2616 LUEDKE CT
SHEBOYGAN, WI 53083

MAERTZ, TRACI J
1420 MARTIN AVE
SHEBOYGAN, WI 53083

ELMERGREEN, LEE A
1413 MAIN AVE
SHEBOYGAN, WI 53083

SHASKE, JUDITH ANN
1417 MAIN AVE
SHEBOYGAN, WI 53083

RAD PROPERTIES NORTH LLC
1120 ONTARIO AVE
SHEBOYGAN, WI 53081

ROTHE, STEVEN
1406 MARTIN AVE
SHEBOYGAN, WI 53083

KUNERT, BARRY L
1345 MAIN AVE
SHEBOYGAN, WI 53083

OLSON, JEFFREY J
2601 LUEDKE CT
SHEBOYGAN, WI 53083

MENDIOLA, JESSICA
2537 LUEDKE CT
SHEBOYGAN, WI 53083

PENA, NICHOLAS J
1413 MARTIN AVE
SHEBOYGAN, WI 53083

NIEMUTH, KORY T
1419 MARTIN AVE
SHEBOYGAN, WI 53083

BURGARD, STEVEN P
1411 MARTIN AVE
SHEBOYGAN, WI 53083

BRIGGS, ALLISON P
1407 MARTIN AVE
SHEBOYGAN, WI 53083

1218 PROPERTIES LLC
1416 N 10TH ST
SHEBOYGAN, WI 53081

BOWER, DAVID L & DEBRA R
2608 N 15TH ST
SHEBOYGAN, WI 53083

EK SHEBOYGAN LLC
2538 N 15TH ST
SHEBOYGAN, WI 53083

SWIGS PROPERTIES LLC
2024 GARFIELD AVE
SHEBOYGAN, WI 53081

VUE, THOMAS
11512 BROWN RD
SPRINGPORT, MI 49284

SENKBEIL, JEREMY M
1339 MAIN AVE
SHEBOYGAN, WI 53083

MATTHIAS, TAYLOR
1345 MARTIN AVE
SHEBOYGAN, WI 53083

SCHAEFER, SCOTT A
3823 ENTERPRISE DR
SHEBOYGAN, WI 53083

CITY OF SHEBOYGAN FIRE STATION -- NO 4
828 CENTER AVE
SHEBOYGAN, WI 53081

MILLENNIUM PROPERTIES INC
PO BOX 934
SHEBOYGAN, WI 53082

BIDWELL, THOMAS
1334 MARTIN AVE
SHEBOYGAN, WI 53083

LEONHARD PLAZA LLC
1344 MARIE CT
SHEBOYGAN, WI 53081

STEDER, JEFF
2610 N 15TH ST
SHEBOYGAN, WI 53083

STEFFEN, MARK
2211 S 12TH ST
SHEBOYGAN, WI 53081

KALCICH, RYAN A
1430 BIRCH COVE CT
REEDSVILLE, WI 54230

TRIMBERGER, GERALD
2522 N 15TH ST
SHEBOYGAN, WI 53083

XIONG, LOU
N8782 STATE ROAD 42
CLEVELAND, WI 53015

BRUNETTE, RICHARD J
1420 MAIN AVE
SHEBOYGAN, WI 53083

TAYLOR, ARIEL J
1335 MAIN AVE
SHEBOYGAN, WI 53083

LUX KORE LLC
715 S PLEASANT VIEW RD
PLYMOUTH, WI 53073

VANDYKE, STEVE
1416 MAIN AVE
SHEBOYGAN, WI 53083

HILT TRUST
2503 N 15TH ST
SHEBOYGAN, WI 53083

TAB LAKESHORE PROPERTIES LLC
PO BOX 907
SHEBOYGAN, WI 53082

Item 8.

**CITY OF SHEBOYGAN
HEARING 18-24-25**

MARCH 3, 2025.

Pursuant to a notice published, this hearing is for the purpose of allowing interested parties to be heard relative to a proposed PUD-GDP designation for property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930.

All interested parties will now be heard.

Account Number:	1012694
Customer Name:	Sheb, City Of,Legal Acct
Customer Address:	Sheb, City Of,Legal Acct 828 Center AVE # 110 Accounts Payable Sheboygan WI 53081-4442
Contact Name:	ACCT SHEB, CITY OF,LEGAL
Contact Phone:	
Contact Email:	
PO Number:	

Date:	02/04/2025
Order Number:	11013332
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	16.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	02/14/2025 - 02/21/2025	Govt Public Notices
SHE sheboyganpress.com	2	02/14/2025 - 02/21/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$23.88
Tax Amount	\$0.00
Service Fee 3.99%	\$0.95
Cash/Check/ACH Discount	-\$0.95
Payment Amount by Cash/Check/ACH	\$23.88
Payment Amount by Credit Card	\$24.83

Order Confirmation Amount	\$23.88
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NOTICE OF PUBLIC HEARING RELATIVE TO PUD-GDP

Notice is hereby given that a public hearing will be held at 6:00 P.M., March 3, 2025, in the Council Chambers of City Hall, 828 Center Avenue, to give persons an opportunity to be heard relative to a proposed PUD-GDP designation for property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 in Sheboygan, Wisconsin.

MEREDITH DEBRUIN
City Clerk

RUN: Feb. 14, 21, 2025 WNAXLP

**CITY OF SHEBOYGAN
R. C. 227-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 166-24-25 by Alderpersons Mitchell and Perrella authorizing execution of a Consent and Estoppel Certificate on behalf of the City regarding the Oscar Apartments; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 166-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 17, 2025.

A RESOLUTION authorizing execution of a Consent and Estoppel Certificate on behalf of the City regarding the Oscar Apartments.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Consent and Estoppel Certificate, a copy of which is attached hereto, relative to a loan by Bridgewater Bank to Oscar Apartments LLC.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (the “Assignment”) is made as of this ___ day of _____, 2025, by and between OSCAR APARTMENTS LLC, a Delaware limited liability company (the “Assignor”), whose address is c/o Hempel Real Estate, 10050 Crosstown Circle, Suite 600, Eden Prairie, Minnesota 55344, Attn: Joshua D. Krsnak, and BRIDGEWATER BANK, a Minnesota banking corporation (the “Lender”), whose address is 4450 Excelsior Boulevard, Suite 100, St. Louis Park, Minnesota 55416, Attn: Cassie Laurvick.

RECITALS:

A. Pursuant to a certain Loan Agreement dated as of October 18, 2024 by and between Assignor and Lender (“Loan Agreement”), the Lender has agreed to make a term loan available to Assignor in the maximum principal amount of up to \$23,500,000.00 (the “Loan”) to refinance certain debt associated with certain real property located in Sheboygan County, Wisconsin and legally described in Exhibit A attached to the Mortgage (as defined in the Consent and Estoppel Certificate attached hereto as Exhibit B) (the “Project”). The Loan is evidenced by that certain Promissory Note dated October 18, 2024, executed and delivered by the Assignor and payable to the order of the Lender in the original principal face amount of \$23,500,000.00 (the “Note”).

B. Pursuant to that certain Development Agreement dated as of January 2, 2020, as amended by that First Amendment to Development Agreement dated as of June 18, 2020, as further amended by that Second Amendment to Development Agreement dated as of March 9, 2022 (as amended, the “Development Agreement”), between the City of Sheboygan Wisconsin, a municipal corporation of the State of Wisconsin and Assignor, Assignor has developed and constructed the Project. In exchange for developing the Project, Assignor will receive from the City, among other things, property tax increment payments in an amount not to exceed \$7,250,000 (“Development Incentive Payments”).

C. In consideration of, and to secure the payment of, the Loan, the Lender has required an assignment of the Assignor’s rights under the Development Agreement, including, without limitation, the right to receive the Development Incentive Payments.

This Assignment is subject to all of the following terms, conditions and provisions:

TERMS, CONDITIONS, AND PROVISIONS

1. PRESENT PLEDGE AND ASSIGNMENT. Pursuant to the provisions of the Uniform Commercial Code in effect within the State of Wisconsin (the “UCC”), as security for the Loan, the Assignor grants to the Lender a security interest in all of the following property: (i) all right, title and interest of the Assignor in and to the Development Incentive Payments; (ii) all right, title and interest of the Assignor in and to the Development Agreement; and (iii) all replacements, substitutions and proceeds (the “Proceeds”) relating to the items set forth in clauses (i)-(ii) (hereinafter referred to as the “Collateral”), and all documents, ledger sheets, and files of the Assignor relating to the Collateral. The term “Proceeds” includes whatever is received by the

Assignor upon the sale, exchange, or other disposition of any item of Collateral. This Assignment shall constitute a perfected, absolute and present pledge and assignment in connection with which the Assignor shall have delivered to the Lender the Collateral documents endorsed and assigned to the Lender. The Assignor shall execute and deliver to the Lender an Assignment of Development Agreement in the form attached hereto as Exhibit A (or such other form that is reasonably requested by the Lender). The Development Incentive Payments shall be paid directly to the Lender until such time as the Note has been paid in full and the Lender's commitment to make advances to the Assignor has terminated, at which time the Lender shall provide notice to the City that such payments are to be made to the Assignor. Prior to the full payment of the Note and the termination of the Lender's commitment to make advances to the Assignor, if the Assignor receives any Development Incentive Payments, the Assignor shall immediately remit such payments to the Lender.

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. The Assignor represents and warrants that:

- (a) The Assignor is the true and lawful, absolute owner of the Collateral and, except for the liens and security interests created by this Assignment, the Collateral is free and clear of any lien, security interest, or encumbrance;
- (b) Subject only to receipt of consent from the City, the Assignor has the full right and title to assign and pledge the Collateral; there are no outstanding claims, assignments or pledges thereof; and, to the actual knowledge of Assignor, there are no existing defaults under the Collateral documents on the part of makers thereof;
- (c) To Assignor's actual knowledge, the Assignor has performed all of its obligations under the Development Agreement with respect to the Project which are required to be performed as of the date hereof;
- (d) To Assignor's actual knowledge, there are no defenses, setoffs or counterclaims against or with regard to the Development Agreement or the indebtedness evidenced thereby;
- (e) As of the date hereof, the outstanding principal balance on the Development Incentive Payments is \$_____;
- (f) The Development Agreement has not been amended or modified in any respect and, to Assignor's actual knowledge, is a valid and enforceable obligation of the City in accordance with its terms;
- (g) The Development Agreement remains in full force and effect; and
- (h) Except for the financing statement filed in connection with the pledge and security interest granted pursuant to this Assignment, no financing statement covering the Collateral is on file in any public office.

3. COVENANTS OF ASSIGNOR. The Assignor covenants and agrees that so long as any of the indebtedness evidenced by the Note shall be outstanding and unsatisfied and until the

Lender's commitment to make advances to the Assignor has terminated:

- (a) The Assignor shall keep the Collateral: (i) free and clear of any lien, security interest or encumbrance, except for the liens and security interests created by this Assignment; and (ii) free from all tax liens;
- (b) The Assignor shall maintain and keep accurate records, books and accounts with respect to the Collateral and any money, accounts receivable, and other proceeds of any sale or other disposition, and give to the Lender upon request, a full and complete accounting with respect to the Collateral and the money, accounts receivable, proceeds and business;
- (c) The Assignor shall permit the Lender, through any representatives it may designate, at all reasonable times upon reasonable advance notice, to enter any premises in which either the Collateral or any of the records, books and accounts may be situated, or any premises where the Lender has reasonable cause to believe the items may be situated, for the purpose of examining and inspecting the Collateral;
- (d) The Assignor shall join with the Lender in preparing and filing at the appropriate offices one or more financing statements with regard to the Collateral complying with the UCC, in form satisfactory to the Lender;
- (e) The Assignor shall maintain, or cause to be maintained, insurance policies on the Project in accordance with the requirements set forth in the Loan Agreement and set forth in the Development Agreement;
- (f) The Assignor shall do any additional acts as the Lender may reasonably require for the purpose of more completely assuring to the Lender its rights to the Collateral;
- (g) At any time the Assignor receives a written notice of default under the Development Agreement, Assignor shall promptly report such notice of default to the Lender; and
- (h) The Assignor shall fully comply with its obligations under the Development Agreement and shall not waive, excuse, condone or in any matter release or discharge the City of its obligations under the Development Agreement.

4. SECURITY AGREEMENT. This Assignment constitutes a "Security Agreement" under the UCC and shall be governed by the UCC.

5. DEVELOPMENT INCENTIVE PAYMENTS. To the extent not directly paid to the Lender, the Assignor agrees that should the City at any time make any Development Incentive Payments directly to the Assignor, the Assignor will deposit or cause to be deposited with the Lender the entire amount of such payment. Any amount deposited with the Lender shall, at Lender's option, be applied by the Lender to pay or prepay the Note in accordance with the terms of the Note or held by the Lender in an escrow account for payment of the Note. The sums held in escrow pursuant hereto are held as security for the Note, the Assignor hereby granting a security interest in such sums to the Lender as security for the same.

6. AUTHORIZATION TO THE CITY. The City is hereby irrevocably authorized and directed to make all Development Incentive Payments directly to Lender (for the account of Assignor) and to recognize the claims of the Lender or its assigns without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Lender or its successors or assigns or the existence of any Event of Default, and the Assignor hereby irrevocably directs and authorizes the City to pay exclusively to the Lender or its assigns from and after the date hereof until such time as the Loan is indefeasibly paid in full and the Lender's commitment to make advances to Assignor has been terminated, all Development Incentive Payments that are otherwise due and payable to Assignor under the Development Agreement. To the extent such sums are paid to the Lender or its assigns, the Assignor agrees that the City shall have no further liability to the Assignor for the same. The sole receipt by the Lender or its assigns of any sum paid by the City shall be in discharge and release of that portion of any amount owed by the City to Assignor under the Development Agreement. The City is intended to and shall be a third party beneficiary to the foregoing provisions of this Section 6. The City has acknowledged the Lender's rights under this Assignment pursuant to a Consent and Estoppel Certificate, dated on or about the date hereof, in the form attached hereto as Exhibit B.

7. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an event of default under this Assignment (individually, and, collectively, an "Event of Default"):

(a) Any failure by the Assignor to fully and completely perform any of the duties or obligations of Assignor under this Assignment or any failure by the Assignor to fully and completely observe, satisfy and comply with all terms, covenants and conditions of this Assignment and such failure is not cured within thirty (30) days after written notice thereof;

(b) Any representation or warranty of the Assignor contained in this Assignment shall be untrue or misleading in any material respect and the Assignor fails to take such actions as may be required to make such representation or warranty true and not misleading in any material respect within thirty (30) days after written notice thereof; and

(c) Any event designated as an "Event of Default" occurs under the Note, under the Loan Agreement or under any other security instrument given to secure the Note.

8. REMEDIES. Upon the occurrence and during the continuance of an Event of Default:

(a) The Lender may: (i) at its option, cure the Event of Default if it involves the payment of money (A) for insurance or taxes, assessments or other charges which Assignor has not paid in accordance with the Loan Agreement; or (B) for the satisfaction or discharge of any lien, security interest or encumbrance upon the Collateral, in which event the amount of any payments shall be added to the indebtedness secured by this Assignment, shall be secured, and shall be payable by the Assignor to the Lender on demand; (ii) at its option, declare the indebtedness secured by this Assignment and evidenced by the Note to be immediately due and payable; (iii) take possession of the Collateral in accordance with applicable law; and/or (iv) exercise any and all other rights and remedies accorded to it by the UCC. In the event that any notice is required to be given under the UCC, such requirements for reasonable notice shall be satisfied by giving at least ten (10) days' notice prior to the event or thing giving rise to the notice requirement.

(b) The Assignor shall: (i) upon demand by the Lender, assemble the Collateral and make it available to the Lender, to which the Lender shall have exclusive and unlimited access during the period it is exercising its rights and remedies under this Section 8; and (ii) pay to the Lender on demand the expenses of the Lender in retaking the Collateral, holding it, and, where it is to be disposed of, preparing it for sale and selling it, including the Lender's reasonable attorneys' fees and legal expenses incurred in connection with any retaking or sale; and (iii) upon demand by the Lender (A) assign or endorse to the Lender all Proceeds and accounts receivable resulting from the sale of any of the Collateral; and (B) deliver to the Lender all Proceeds received from the sale of any of the Collateral.

(c) Except as evidenced in a written notice signed by the Lender, no course of dealing between the parties or any delay on the part of the Lender in exercising any rights shall operate as a waiver of any rights or remedies of the Lender.

(d) No remedy conferred upon the Lender is intended to be exclusive of any other remedy.

9. MISCELLANEOUS PROVISIONS.

(a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be given in accordance with the terms of the Loan Agreement.

(b) Successors and Assigns. All rights of the Lender shall inure to the benefit of its successors and assigns, and all representations, warranties, covenants and obligations of Assignor shall bind its successors and assigns.

(c) Defined Terms. The definitions of the terms used in this Assignment and not otherwise defined herein shall be those found in the UCC.

(d) Severability. It is the intent of this Assignment to confer to the Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

(e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Project is located.

(f) WAIVER OF TRIAL BY JURY. ASSIGNOR AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO

LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

(g) JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF ANOKA COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS ASSIGNMENT. ASSIGNOR WAIVES ANY CLAIM THAT THE DISTRICT COURT OF ANOKA COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Collateral Assignment of Development Agreement is executed as of the date first above written.

ASSIGNOR:

OSCAR APARTMENTS LLC,
a Delaware limited liability company

By: SHEVEGAS OSCAR HOLDINGS, LLC,
a Delaware limited liability company

Its: Manager

By: _____

Name: Joshua D. Krsnak

Its: Chief Manager

IN WITNESS WHEREOF, this Collateral Assignment of Development Agreement is executed as of the date first above written.

LENDER:

BRIDGEWATER BANK,
a Minnesota banking corporation

By: _____
Name: Cassie Laurvick
Its: Assistant Vice President

EXHIBIT A

ASSIGNMENT OF DEVELOPMENT AGREEMENT

KNOW ALL BY THESE PRESENTS, that Oscar Apartments LLC, a Delaware limited liability company (the “Assignor”), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by Bridgewater Bank, a Minnesota banking corporation (the “Lender”), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over, to the Lender, its successors and assigns, all of the Assignor’s right, title and interest in and to that certain Development Agreement dated as of January 2, 2020, as amended by that First Amendment to Development Agreement dated as of June 18, 2020, as further amended by that Second Amendment to Development Agreement dated as of March 9, 2022, by and between the City of Sheboygan Wisconsin and Assignor (as amended, the “Development Agreement”), together with all right and interest in the rights therein specified, and hereby constitutes and appoints the Lender its attorney irrevocable to collect and receive said debt, and to enforce and satisfy the Development Agreement as it might or could have done were these presents not executed and does hereby covenant with the Lender that Assignor has good right to sell, assign and transfer the same.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Development Agreement as of the day of _____, 2025.

OSCAR APARTMENTS LLC,
a Delaware limited liability company

By: SHEVEGAS OSCAR HOLDINGS, LLC,
a Delaware limited liability company
Its: Manager

By:
Name: Joshua D. Krsnak
Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025 by Joshua D. Krsnak, the Chief Manager of Shevegas Oscar Holdings, LLC, a Delaware limited liability company, manager of Oscar Apartments LLC, a Delaware limited liability company, on behalf of the limited liability company

Notary Public

EXHIBIT B
CONSENT AND ESTOPPEL CERTIFICATE

[attached hereto]

CONSENT AND ESTOPPEL CERTIFICATE

THIS CONSENT AND ESTOPPEL CERTIFICATE (this “Estoppel Certificate”), is executed as of _____, 2025, and is from the CITY OF SHEBOYGAN, WISCONSIN, a municipal corporation of the State of Wisconsin (the “City”), to BRIDGEWATER BANK, a Minnesota banking corporation, together with its successors and/or assigns (“Lender”). The City hereby agrees with the Lender as follows:

1. Unless the context otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in that certain Development Agreement dated as of January 2, 2020, as amended by that First Amendment to Development Agreement dated as of June 18, 2020, as further amended by that Second Amendment to Development Agreement dated as of March 9, 2022 (as amended, the “Development Agreement”) by and between the City and Oscar Apartments LLC, a Missouri limited liability company (the “Borrower”).

2. The City understands that the Lender made a term loan available to Borrower in the maximum principal amount of up to \$23,500,000.00 (the “Loan”), pursuant to the terms of that certain Loan Agreement dated October 18, 2024 by and between Borrower and Lender (the “Loan Agreement”), which Loan is secured by, among other things, a Combination Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated October 18, 2024, executed by Borrower in favor of the Lender, encumbering, *inter alia*, the Project (the “Mortgage”). Pursuant to the Mortgage and pursuant to that certain Collateral Assignment of Development Agreement dated of even date herewith executed by Borrower and Lender (the “Collateral Assignment”), the Borrower has also granted to the Lender a collateral assignment of and a security interest in, all right, title and interest of Borrower in and to the Development Agreement, including, without limitation, the right to receive the Development Incentive Payments payable by the City pursuant to the terms of the Development Agreement.

3. The City understands that the Lender has required this Estoppel Certificate as a condition of making the Loan and that the Lender will rely on this Estoppel Certificate in connection therewith.

4. The City covenants, represents, and warrants to and agrees with the Lender as follows:

- a. The execution and delivery of the Development Agreement has been duly authorized by the City and is a legal, valid and binding obligation of the City.
- b. That it has received and approved copies of the Mortgage and the Collateral Assignment and that it hereby consents to the execution and delivery of the Mortgage and the Collateral Assignment, and to the liens, security interests and assignments created therein, as security for the Loan.
- c. That it has received and approved the Plans and Specification for the Project.
- d. That the Development Incentive Payments to be made by the City to the Borrower under the Development Agreement have been assigned to Lender pursuant to the

Collateral Assignment and that it will deposit all payments due in accordance with the terms of the Development Agreement with Lender at the address set forth in Section 6 below, and upon such deposit the obligations of the City to the Borrower under the Development Agreement with respect to such payment shall be deemed discharged to the extent paid directly to Lender pursuant to the terms of the Collateral Assignment.

5. The Development Agreement has not been amended or modified in any respect and represents the entire agreement of the parties thereto as to all of the subject matters dealt with therein. The Development Agreement is in full force and effect, and the City has given no notice of any default thereunder. To the best of the City's knowledge, the Borrower has performed all of its obligations under the Development Agreement which are required to be performed as of the date hereof. To the best of the City's knowledge, the Borrower is not in default in the performance or observance of any of its covenants or agreements under the Development Agreement or pursuant to any other agreement between the Borrower and the City as of the date hereof.

6. Until the satisfaction or release of the Mortgage and the termination of the Collateral Assignment, the City agrees to give the Lender a copy of each notice or demand given to the Borrower with respect to any breach or default by the Borrower in its obligations under the Development Agreement at the same time such notice, demand or other communication is given to the Borrower under the Development Agreement, addressed to the Lender as follows:

Bridgewater Bank
4450 Excelsior Boulevard, Suite 100
St. Louis Park, Minnesota 55416
Attention: Cassie Laurvick

7. The City agrees to accept the cure by the Lender of any default by the Borrower under the Development Agreement within sixty (60) days after the later of (i) delivery of notice of such default to the Lender pursuant to Section 6 above and (ii) the expiration of the time provided to Borrower to cure any such default or defaults pursuant to Section 10.1 of the Development Agreement; provided, that, the City acknowledges that the Lender shall be under no obligation to cure any such default. No commencement of any performance by the Lender of any obligation of the Borrower required under the Development Agreement shall obligate the Lender to continue or complete such performance or otherwise perform any of the Borrower's obligations under the Development Agreement.

8. The City acknowledges and agrees that neither the Lender, nor its successors or assigns shall be obligated to construct or complete the Project; provided, that, if the Lender or its successors or assigns acquires the Project by foreclosure or by a conveyance in lieu of foreclosure, the City acknowledges and agrees that the Lender shall be entitled to seek from the City, and the City shall be obligated to pay to Lender, all Development Incentive Payments, in accordance with the terms set forth in the Development Agreement.

9. The City agrees to provide the Lender with notice of any proposed modifications or amendments to be made to the Development Agreement and the right to consent to such modifications or amendments.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned officers of the City have executed this Consent and Estoppel Certificate as or the date and year first written above.

CITY OF SHEBOYGAN WISCONSIN

By: _____
Ryan Sorenson, Mayor

By: _____
Meredith DeBruin, City Clerk

**CITY OF SHEBOYGAN
R. C. 226-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 163-24-25 by Alderpersons Mitchell and Perrella authorizing the continuation of the self-insured worker's compensation program; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 163-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 17, 2025.

A RESOLUTION authorizing the continuation of the self-insured worker’s compensation program.

WHEREAS, the City of Sheboygan is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker’s Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker’s compensation insurance carriers authorized to do business in Wisconsin, or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for its own worker’s compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker’s compensation with a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan shall provide for the continuation of a self-insured worker’s compensation program that is currently in effect.

BE IT FURTHER RESOLVED: That the City Clerk is directed to forward certified copies of this resolution to the Worker’s Compensation Division, Wisconsin Department of Workforce Development.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 229-24-25**

BY PUBLIC WORKS COMMITTEE.

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 164-24-25 by Alderpersons Dekker and Ramey authorizing the purchasing agent to issue a purchase order for the purchase and installation of laboratory cabinets, countertops, and related equipment for the upgrade and improvement of the laboratory at the Wastewater Treatment Plant; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 164-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 17, 2025.

A RESOLUTION authorizing the purchasing agent to issue a purchase order for the purchase and installation of laboratory cabinets, countertops, and related equipment for the upgrade and improvement of the laboratory at the Wastewater Treatment Plant.

WHEREAS, the laboratory cabinetry, countertops, sink, and fume hood at the Wastewater Treatment Facility are original to the building and in need of replacement; and

WHEREAS, the Wastewater Treatment Plant included funding in its 2025 budget for upgrades to the laboratory including replacement of the cabinetry, countertops, sinks and fume hood with products designed specifically for use in laboratory settings; and

WHEREAS, the City of Sheboygan Purchasing Ordinance allows for the City to join with other units of government through cooperative purchasing to access contract price discounts of contracts which have been established through competitive bidding; and

WHEREAS, the City intends to make this purchase cooperatively through University of Wisconsin-Madison Contract #23-5846 for the purchase and installation of specialized laboratory furnishings, a copy of which is available at www.vendornet.wi.gov; and

WHEREAS, for avoidance of doubt the contract includes purchase, delivery and installation of the cabinetry and related equipment only. The Wastewater Treatment Plant will arrange separately for removal and disposal of the existing cabinetry as well as connection of the new equipment to electric power, water, sewer and HVAC.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order to Wynn Jones & Associates of Schofield, Wisconsin for the delivery and installation only of cabinetry, countertops, sinks, and fume hoods with connection of any utilities to be provided by others, for the Sheboygan Wastewater Treatment Plant in the amount of \$81,809.68.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above project from Account No. 630361-631200 (Wastewater Fund - Building Improvements).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



Wynn O. Jones & Associates
754 Alderson Street
Schofield, WI 54476-0318
(715) 359-5196 PH (715) 355-4197 FX

October 28, 2024

Estimate #E40159SG

Sheboygan WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attn: Jordan Skiff – Wastewater Superintendent

Ref: *Quote for Laboratory Casework, Chemical Fume Hood & Related Counters & Accessories*

Dear Jordan: PO REQUESTED 630361-631200 @ 1/21/25
2025 FUNDS

Please find the attached quotation for the Mott Manufacturing laboratory casework and fume hood products that we have been working on together. The pricing summary, in accordance with **UW-Madison Contract #23-5846**, is as follows:

➤ Base Price:

We propose to deliver and install the steel lab casework, chemical fume hood assembly, counters, sinks and related fixtures and accessories.

Delivered Product	\$ 71,249.68
Non-Mechanical Installation	<u>\$ 10,560.00</u>
GRAND TOTAL	\$81,809.68

Above prices do not include sales tax charges. Shipping and non-mechanical installation is included. Delivery of the above items can be made after receipt of your purchase order, approved shop drawings, verified field dimensions, finish selections, and a copy of this quotation. I have priced your project to deliver in the March 2025 timeframe. This quote is valid for 15 days. Payment terms are net 30 days.

Clarifications:

1. Mott's inset steel casework series has been quoted.
2. Worksurfaces to be supplied will be 1" thick, black, phenolic resin (Fundermax) with butt curbs at the locations shown.
3. Epoxy resin sinks and plumbing service fixtures are included. Traps are not included and should be provided by the plumbing contractor.
4. The freestanding safety shower/eye-wash station and the associated in-line tempering valve should be provided by the plumbing contractor if required.
5. Epoxy resin drying racks are included with stainless steel drip troughs.
6. One (1) 96" wide *Pro Restricted Bypass Series* bench top fume hood has been priced. Dished epoxy resin counter, ceiling enclosure and airflow alarm are included. Factory pre-piped and pre-wired services are included.
7. Lab chairs/stools are not included.
8. Keyboard trays and mechanisms are not included.
9. Magnetic LED task lighting is included.

10. Blocking/backing required in building walls is not included and should be provided by the general contractor.
11. Base molding is not included since this is usually provided by the flooring contractor.
12. Demolition and disposal of existing furniture, casework & equipment is not included.
13. Final HVAC, electrical and plumbing connections are not included and should be provided by the appropriate contractor.
14. Electrical raceway, wiring, and electrical/data devices are not included. Island counter pedestal boxes are included.
15. Fume hood exhaust blower, ductwork, duct collar transitions and building wall exhaust grilles are not included and should be provided by the HVAC contractor.
16. Non-mechanical installation is included and will be performed by a factory certified installation crew in one phase.
17. We assume a working elevator will be made available to us for use during the installation phase of this project. We have not included the cost of supplying temporary hoisting or lifting.
18. Mott's standard finish colors and cabinet hardware options are included. Wire pulls and 5-knuckle door hinges to be stainless steel. All drawer slides to be full extension and have the soft close feature. Casework components and fume hood base & accent color to be: Steel Gray #693185; as confirmed at our 10/24/24 meeting.



Jordan, I would like to thank you for your interest in Mott Manufacturing's laboratory casework and fume hoods. [www.mott.ca] [www.wynnjones.com] Your business is very important to Wynn O. Jones & Associates. If you should have any questions or need further clarification, please do not hesitate to call me at 715-877-2544.

Sincerely,

Steve Gillett
Wynn O. Jones & Associates



**CITY OF SHEBOYGAN
R. C. 230-24-25**

BY PUBLIC WORKS COMMITTEE.

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 167-24-25 by Alderpersons Dekker and Ramey authorizing execution of a Wetland Credit Agreement and Affidavit of Credit Purchase on behalf of the City regarding the purchase of wetland credits at the Gartman subdivision project; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 167-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 17, 2025.

A RESOLUTION authorizing execution of a Wetland Credit Agreement and Affidavit of Credit Purchase on behalf of the City regarding the purchase of wetland credits at the Gartman subdivision project.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Wetland Credit Agreement and Affidavit of Credit Purchase, copies of which are attached hereto, relating to the purchase of wetland credits from Sheboygan County at a total cost of \$13,300.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 423660-621200 (TID 23 Fund – Land Improvements) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

WETLAND CREDIT AGREEMENT

THIS WETLAND CREDIT AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, 2025, (the “Effective Date”) by and between **SHEBOYGAN COUNTY** (hereinafter referred to as “Seller”) and **CITY OF SHEBOYGAN** (hereinafter referred to as “Purchaser”);

RECITALS

WHEREAS, Purchaser has applied to the U. S. Army Corps of Engineers (“USACOE”) and/or the Wisconsin Department of Natural Resources (“WDNR”) for a permit to allow for the permanent discharge of fill material for a new subdivision in the City of Sheboygan, Wisconsin Project ((6,988 sq ft x 1.2:1 ratio)/43,560) = 0.19 Wet Meadow Wetland Credits), in Sheboygan County, Wisconsin (hereinafter referred to as “Project”). The Project Numbers assigned by the USACE and/or WDNR are MVP-2022-00105-ALH and EXE-SE-2024-60-03417 respectively; and

WHEREAS, as a condition to the issuance of a permit by the USACE and/or WDNR, Purchaser is required to compensate for said wetland impacts, and elects to do so through the purchase of wetland credits in the Seller’s Amsterdam Dunes Wetland Mitigation Bank (“Wetland Bank”); and

WHEREAS, the USACE and/or WDNR have determined that Purchaser shall be required to purchase a total of 0.19 wet meadow credits due to the proposed impacts resulting from the development of the Project;

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1) **RECITALS**: The recitals are hereby incorporated herein by this reference.

2) **COMPENSATION**: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Seller the sum of Thirteen Thousand Three Hundred dollars (\$13,300 hereinafter referred to as the “Purchase Price”) for 0.19 Wet Meadow Wetland Credits in the Wetland Bank. The Purchase Price shall be paid in the following manner:

a) **PAYMENT OF PURCHASE PRICE**: Within thirty (30) days of the execution of this Agreement, Purchaser shall pay Seller the Purchase Price as stated herein, or \$13,300. All payments hereunder shall be made to SHEBOYGAN COUNTY TREASURER. Upon payment of the Purchase

Price, Seller shall notify the USACE and WDNR that Purchaser has secured 0.19 acres of Wet Meadow Wetland Credits from the Wetland Bank.

b) **INCREASE OR DECREASE IN REQUIRED AMOUNT OF CREDITS:** Should the wetland credits required by the USACE and WDNR be increased or decreased from the time of Agreement execution to the time Purchase Price has been paid, the Agreement shall be modified to reflect an adjusted Purchase Price based on the same price per acre as originally set out in this Agreement, if Seller has such credits available.

3) **SELLER'S PERFORMANCE INDEMNITY:** In consideration of the Purchase Price, Seller affirms that it has sufficient wetland credits in the Wetland Bank to satisfy the wetland credits required by Purchaser and hereby does sell such credits to Purchaser. Purchaser shall have no obligation to perform any of the responsibilities of the Seller, or satisfy any other obligations of Seller now or hereafter as set forth by the USACE or WDNR in the development and maintenance of the Wetland Bank.

4) **NOTICES:** Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, or by facsimile to the parties hereto as follows:

If to Seller: Sheboygan County Planning and Conservation Department
Attn: Planning Director
508 New York Avenue
Sheboygan, WI 53081
Phone: (920) 459-3060

If to Purchaser: City of Sheboygan
Attn: Kevin Jump, City Engineer
2026 New Jersey Avenue
Sheboygan, WI 53081
Phone: 920-459-3440

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by First Class United States mail, return receipt requested, shall be effective as of the third business day following its posting, and any notice given pursuant hereto by facsimile shall be effective as of receipt of a confirmation by the sending party.

5) **PRIOR AGREEMENTS:** This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written instrument executed by or on behalf of both Seller and Purchaser.

6) **APPLICABLE LAW AND VENUE:** Sellers and Purchaser shall be contractually bound to this Agreement, which shall be governed by the laws of the state of Wisconsin and subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws, which might have otherwise impacted this Agreement, shall not be enforced retroactively after execution of this Agreement. Any action to enforce the terms of this Agreement shall be brought in Sheboygan County, Wisconsin.

7) **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Purchaser, as the case may be, and their respective successors and assigns. Neither party hereto shall assign any interest hereunder without the prior written approval of the other party.

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

PURCHASER:

CITY OF SHEBOYGAN

By: _____

Its: _____

SELLER:

SHEBOYGAN COUNTY

By: _____

Its: _____

AFFIDAVIT OF CREDIT PURCHASE - Amsterdam Dunes Mitigation Bank

Applicant Information	
Name:	City of Sheboygan
Address:	2026 New Jersey Avenue, Sheboygan, WI 53081
Phone:	920-459-3440
Contact Name/Number:	Kevin Jump, 920-459-3440
Project Summary	
Brief Project Description	Permanent discharge of fill material for a new subdivision in the City of Sheboygan
Acres of Wetland Impact by Wetland Cover Type	0.19 Wet Meadow Acres
Permit numbers from all agencies requiring mitigation	MVP-2022-00105-ALH and EXE-SE-2024-60-03417
Location of Wetland Impacted	
County	Sheboygan
BSA	NW Lake Michigan
Latitude/Longitude	Lat 43.691, Long -87.736
Township/Range & 1/4-1/4 Section	Section 10, Town 14N, Range 23E
Compensation Details	
Replacement Ratio by wetland cover type	16,988 sq ft - 10,000 sq ft (non-fed reduction) = 6,988 sq ft 6,988 sq ft x 1.2:1 ratio = 8,385.6 sq ft 8,385.6 sq ft/43,560 sq ft = 0.19 mitigation credits required
Number of credits of each wetland cover type being purchased	0.19 Wet Meadow Credits

1. I certify the City of Sheboygan has purchased 0.19 wetland compensatory mitigation credits from the Amsterdam Dunes Wetland Mitigation Bank.

Applicant Signature

Date

2. I certify that the Amsterdam Dunes Wetland Mitigation Bank has sold 0.19 wetland compensatory mitigation credits to City of Sheboygan and that such debit has been noted in the bank's accounting system.

Bank Sponsor Signature

Date

**CITY OF SHEBOYGAN
R. C. 234-24-25
BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 162-24-25 by Alderpersons Rust and La Fave approving the 2025 City of Sheboygan Emergency Management and Response Plan; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 162-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 17, 2025.

A RESOLUTION approving the 2025 City of Sheboygan Emergency Management and Response Plan.

WHEREAS, the Emergency Management and Response Plan (EMRP) is intended as a framework for citywide mitigation, preparedness, response, and recovery activities, and additionally NIMS/ICS will be adopted as methodology for managing and documenting planned and unplanned events; and

WHEREAS, the EMRP is one of many efforts to prepare all people in the City of Sheboygan for emergencies or disasters.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the EMRP, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

City of Sheboygan

Emergency Management and Response Plan

City of Sheboygan Emergency Management Director's Office



DATE: 2/16/2025

TO: City of Sheboygan Common Council

FROM: Eric Montellano, Fire Chief, Sheboygan Fire Department
Ryan Sorenson, Mayor, Sheboygan
Casey Bradley, Sheboygan City Administrator

SUBJECT: Letter of Promulgation – 2025 City of Sheboygan Emergency Management and Response Plan

With this notice, we are pleased to officially promulgate the 2025 Sheboygan Emergency Management and Response Plan (EMRP). One of a family of plans published by the City of Sheboygan Emergency Preparedness Group (EPG) and Sheboygan County Emergency Management, this plan provides the framework for citywide, mitigation, preparedness, response, and recovery activities. Its intent is to provide a structure for standardizing plans citywide and to facilitate interoperability between local, state, and federal governments.

Every effort has been made to ensure that the EMRP is compatible with the Sheboygan County Emergency Management Plan, the State of Wisconsin Emergency Response Plan, and the National Response Framework. Its format aligns with the State of Wisconsin Emergency Response Plan.

The EMRP specifies the authorities, functions, and responsibilities that pertain to establishing collaborative action plans between City departments, local, state, federal, volunteer, public, non-profit and private sector organizations. This plan is supported by detailed information contained within a separate Emergency Support Functions (ESFs) document. By coordinating all phases of emergency management, the EMRP helps minimize the impacts of incidents in the City of Sheboygan. We believe the EMRP is a significant tool for saving lives, protecting property, preserving the environment, and sustaining the economy. Finally, the EMRP is a reminder to department directors, agencies, commissions, and councils of their two primary goals in emergency management: to support the City of Sheboygan through the Emergency Operations Center, and to establish and maintain a comprehensive internal process for conducting daily business before, during, and after an emergency or disaster event.

Thank you for your involvement in this worthwhile endeavor.

FOREWARD

The City of Sheboygan sincerely appreciates the cooperation and support from all City departments contributing to the publication of the 2025 City of Sheboygan Emergency Management and Response Plan (EMRP). Coordination of the plan represents a committed and concerted effort by all City departments and agencies to emergency management. The plan demonstrates the ability of a large number of departments to work together to achieve a common goal. The EMRP is intended as a framework for citywide mitigation, preparedness, response, and recovery activities, and additionally NIMS/ICS will be adopted as methodology for managing and documenting planned and unplanned events.

The EMRP is one of many efforts to prepare all people in the City of Sheboygan for emergencies or disasters. The EMRP is formatted to be consistent with the State of Wisconsin Emergency Response Plan, the National Response Framework (NRF), complete with Emergency Support Functions (ESFs), or single functional activities. This is done to provide interoperability between local, state, and federal levels of government.

The plan stresses the four major phases of emergency management: mitigation, preparedness, response, and recovery activities. This plan moves us closer to being able to minimize the impacts of emergencies and disasters on people, property, the economy, and the environment of the City of Sheboygan. We sincerely thank all who have assisted with the creation of this plan.

City of Sheboygan Emergency Preparedness Group

Change #	Date Entered	Contents of Change	Initials

PLAN DISTRIBUTION AND UPDATES

Electronic copies and updates to this plan along with all of the ESFs, addendums and annexes will be distributed as follows:

- Mayor
- City Administrator
- All City of Sheboygan Department Heads
- Sheboygan County Emergency Manager
- EOC/IT Training Computers (if applicable)

In addition, hard copies of this current plan along with all of the ESFs, addendums, and annexes will be available at the following locations:

- City of Sheboygan Office of Emergency Management (Sheboygan Fire Department)
- City of Sheboygan Emergency Operations Center

Plan Development and Maintenance:

The City of Sheboygan Emergency Preparedness Group (EPG) is composed of representatives from numerous city departments. These agencies are responsible for developing and maintaining this plan.

The EPG meets at least monthly, or as determined by the Emergency Management Director. The EPG reviews changes and new information and makes revisions in this plan as needed.

The EPG also conducts after-action reviews of all exercises, partial and total EOP Activations and any multi department operation on request of the department managers or city events (i.e. the Fourth of July and water events).

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I. INTRODUCTION

A. Mission

The emergency management mission of the City of Sheboygan is to coordinate disaster response and recovery efforts in support of the Sheboygan County Emergency Management Office, municipal government, and outside agencies. Through planning, training and exercising we prepare city departments, response agencies, volunteer organizations, the private sector and residents to respond to and recover from disasters.

B. Purpose

This document is a comprehensive plan for municipality-wide mitigation, preparedness, response, and recovery activities.

Purpose of the City of Sheboygan Emergency Response Plan (ERP) is to:

1. Facilitate the protection of lives, property and the environment in major disasters of any nature.
2. Identify mitigation opportunities, coordinate response to disasters, assess damages, and implement recovery efforts.
3. Serve as a coordinating document for supporting individual agency plans, policies, and procedures.
4. Record updated plans to reflect information collected, decisions made and procedures developed in the planning process and during response and recovery operations.
5. Provide a functional connection to the county emergency response plans.
6. Provide policy for government officials, agency managers and emergency managers during a disaster situation.
7. Conform to the provisions of the National Incident Management System (NIMS) and the National Response Plan (NRP) to ensure a coordinated and effective response when county, state and federal agencies and assets are involved.

C. Key Concepts

Key concepts of the Plan include: Incident Command System (ICS), Emergency Support Functions (ESFs), reliable and redundant

communication systems and processes, Department Operations Centers (DOCs), Emergency Operation Center (EOC) responsibilities, resource management, mutual aid agreements, and memoranda of agreement or understanding.

II. POLICIES

A. Authorities

This plan is developed, promulgated, and maintained pursuant to local, county and state statutes/ordinances/regulations.

The concepts and processes developed in the NIMS, mandated by Homeland Security Presidential Directive (HSPD)-5, have been incorporated in the City of Sheboygan Emergency Response Plan. The NIMS provides a consistent nationwide system for all jurisdictions to work together effectively and efficiently to prepare for, respond to, and recover from domestic disaster or incidents.

B. Assignment of Responsibilities

1. This plan identifies the responsibilities of City of Sheboygan agencies and other organizations.
2. ESFs establish mitigation, preparedness, response, and recovery activities. Primary responsibilities for each ESF are held by either one agency or joint agencies. Additionally, each ESF has supporting agencies that assist the primary agencies.

C. Limitations

The goal is to mitigate and prepare for the consequences of hazards, and to respond and recover in the event of an emergency or disaster, however, City of Sheboygan resources and systems may become overwhelmed in the event of a major incident.

III. SITUATION AND ASSUMPTIONS

WHO MAY DECLARE AN EMERGENCY
City
<p>Common Council of any City ss. 323.11 & 323.14(4)(a)</p> <p>If, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, the chief executive officer or acting chief executive officer of any local unit of government shall exercise by proclamation all of the powers conferred upon the governing body state statute that appear necessary and expedient. The following line of succession will be followed:</p> <p>#1 - Mayor, subject to ratification ss. 323.14(4)(b), 62.09(8), 62.11</p> <p>#2 - Council President, subject to ratification ss. 62.11 & 323.14(4)(b)</p> <p>#3 - Council Vice President, subject to ratification ss. 62.11 & 323.14(4)(b)</p>

A. Emergency/Disaster Conditions and Hazards

1. The identified hazards in the Sheboygan County/City Hazard Mitigation Plan pose a threat, significant in frequency, magnitude or both, to the lives, property and/or environment in the City of Sheboygan.
2. The consequences of disasters could include major disruptions to normal functions.

B. Planning Assumptions

1. Per Wisconsin State Statute Chapter 323.14, county and municipal governments will appoint an Emergency Management Director (Fire Chief), develop and update emergency plans and participate in training and exercises. The City of Sheboygan Fire Department is the coordinating agency.
2. City of Sheboygan agencies are responsible for identifying emergency management personnel, developing and updating Standard Operating Procedures (SOPs) and Individual Agency Plans (IAPs) and providing maps of the City.
3. Emergency management in Wisconsin operates utilizing an all-hazards planning approach which includes mitigation, preparedness, response and recovery from major incidents.
4. Governments have the legal and moral duty to protect the lives, property and environment within their jurisdictions.

5. Local jurisdictions respond first to disaster through implementing municipal emergency response plans and can quickly exhaust resources, making outside assistance necessary. When such assistance is provided, local elected officials still retain control over the response. Outside assistance, whether from another county, state, federal government or private sector, is delivered to support the local effort.
6. The county is responsible for requesting state disaster assistance for local governments. The state will request federal assistance if needed.
7. The Incident Command System (ICS) will be used in disaster response. Unified command will be used in situations which affect multiple jurisdictions, multiple agencies within a jurisdiction and/or which require response by multiple levels of government. These command and control systems require the participation of the chief elected and appointed officials.

C. Access and Functional Needs

1. The planning effort must account for those who may be particularly vulnerable in disaster. A variety of words and terms have been used to describe such people, including those with special needs, vulnerable populations, individuals with disabilities, and others with access or functional needs. Age can also be a factor; children and older adults may be especially vulnerable. Populations with limited English proficiency, limited access to transportation, disabilities, and/or limited access to financial resources to prepare for, respond to, and recover from an emergency are also at risk.
2. Pets must also be considered in planning efforts because history has shown that people often won't take refuge if their pets must be left behind.
3. Regardless of the terms used, such individuals may need assistance, accommodation, or modification for mobility, effective communication, transportation, safety, health, maintenance, or other help due to any situation, temporary or permanent, that limits their ability to act in an emergency.

D. Considerations

While we do not, in many instances, have the advantage of knowing when and where incidents will occur, nor how much destruction they may cause, we can take prudent steps prior to an incident to mitigate the most harmful effects and outcomes. It is critical that the City, as a matter of public trust, assure a reasonable process is in place to maintain the capability to sustain and perform

essential functions. These functions can only be accomplished when a solid framework of meaningful mitigation and preparedness measures are established, reviewed, tested, and implemented.

IV. ORGANIZATION AND RESPONSIBILITIES

This Plan assigns response and preparedness roles and responsibilities for City departments. Each department's role is identified with the understanding that roles may change depending on the situation.

The basic responsibilities for Emergency Support Functions (ESFs) are listed at the end of this plan. Responsibilities for each ESF are led by a primary department or jointly with multiple departments. Additionally, each ESF has supporting departments and agencies that assist the primary department(s).

The remainder of this section outlines general roles and responsibilities for all City departments, City Common Council, Emergency Preparedness Group, and the Emergency Management Director (Fire Chief), and the Emergency Manager (Assistant Fire Chief – Operations).

The following common responsibilities apply to each department. This is not a comprehensive list, but it includes critical responsibilities that are necessary for mitigation, protection, preparedness, response, and recovery from an incident.

For more detailed roles and responsibilities for City departments, refer to the Emergency Support Function (ESF) annexes to this plan.

A. Lines of Succession

In order to ensure continuity of governance and to provide continuous leadership and responsibility, the following lines of succession have been established, either by statute, City ordinance, or City policy, as appropriate.

Mayor:

- 1) Council President; 2) Council Vice President

City Administrator:

- 1) Assistant to the City Administrator; 2) Finance Director

Fire Chief:

- 1) Assistant Chief of Operations; 2) Assistant Chief of Personnel; 3) On-Duty Battalion Chief; 4) Captain; 5) Highest Ranking Lieutenant

Police Chief:

- 1) Assistant Chief; 2) Captain of Patrol; 3) Captain of Investigation

Director of Public Works:

- 1) City Engineer; 2) Streets Supervisor; 3) Utility Supervisor

Director of Finance:

- 1) Deputy Finance Director; 2) Human Resources Director

Director of Planning and Development:

- 1) Planning & Zoning Administrator

City Attorney

- 1) Deputy City Attorney; 2) Assistant City Attorney

B. Specific Responsibilities

Individuals listed below should report to the EOC when activated unless they designate an alternate individual:

The Mayor, City Administrator, Director of Finance, Director of Planning and Development, City Engineer, Fire Chief (or designee), Director of Human Resource and Labor Relations, Police Chief, Public Information Officer (or designee), Director of Public Works, City Attorney, and IT Director shall report to the EOC when activated and assigned, unless specifically directed otherwise.

Coordinating News Releases Among Response Organizations:

The Public Information Officer (or designee) holds primary responsibility for coordinating news releases among response organizations.

Setting Up, Maintaining, and Managing Primary and Alternate EOCs:

The Emergency Management Director or Emergency Manager holds primary responsibility for managing the primary and alternate EOCs.

Coordinating EOC Operations:

The Emergency Management Director or Emergency Manager holds primary responsibility for coordinating EOC operations, including maintaining a significant event log during the time the EOC is open.

Maintaining a Significant Events Log:

The Emergency Manager holds primary responsibility for ensuring a Significant Events Log is kept.

Removing Debris:

The Director of Public Works holds primary responsibility for removing debris.

EOC Support Responsibilities:

Firefighting	The Fire Department will have responsibility for fire prevention and emergency medical services provisions to all staff within the EOC.
Law Enforcement	The Police Department will have responsibility for maintaining a secure environment within and immediately outside of the EOC site, including limiting access to approved personnel in addition to providing support communications to the emergency response.
Public Works	The Public Works Department is responsible for debris removal operations at all public facilities, provision of support in ensuring telecommunications at the EOC; on-site operational support which may include heavy equipment, detection equipment, shoring equipment, sludge pumping equipment, GIS mapping, and vehicle maintenance/repair.
IT	The Information Technology staff will provide support with all technology including hardware, software, tech support, and other technology needs of the staff in the EOC.
HR	Human Resources will provide support to all emergency functions by ensuring the availability of critical incident stress debriefing as requested by the EPG.
PIO	The PIO will provide appropriate information to the general public regarding all phases of the emergency response. When activated, this information may be referred to/released from the Joint Information Center.
School Districts	The Superintendent(s) or representatives of the school districts may be present within the EOC in order to provide effective coordination of resources.
Health Dept	Sheboygan County Health and Human Services will coordinate the provision of mass care, shelter, and individual assistance for residents impacted by an emergency.
Transit	City Transit will coordinate the use of transportation resources to support the needs of local government,

voluntary organizations and other agencies that have emergency transportation needs during an emergency situation or a disaster.

Finance The Finance Department will provide logistics and resource support during and immediately following an incident.

NGOs (Non-Governmental Organizations) may also be present in the EOC to provide efficient information-sharing regarding available resources. Access to the EOC by community-based groups will be granted by the City Administrator (or emergency interim successor), or by the Emergency Management Director or Emergency Manager.

V. CONCEPT OF OPERATIONS

A. General

City, County, State, and Federal roles: It is the responsibility of the government of The City of Sheboygan to protect life and property from the effects of hazardous events. The City must also assume the responsibility for emergency management activities. When and if the emergency exceeds or threatens the capability to respond, assistance will be requested from county and state authorities. If federal assistance is needed it must be requested by the state's authority.

Transition from Normal Response to Emergency Response: The EOP recognizes the fact that emergency functions for groups involved in emergency management generally parallel normal day-to-day functions (i.e., fire or police responses). Barring unforeseen problems, the same personnel and material resources will be employed in both cases.

During disastrous situations the usual way of doing something may not suffice. It is desirable and should always be attempted to maintain organizational continuity and to assign familiar tasks to personnel. In large scale disasters, it may be necessary to draw on personnel's basic capabilities and capacities and use them in areas of greatest need. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of the emergency. People may be redirected into a function needing attention as directed by an emergency manager.

The City's three primary response organizations are the Fire, Police, and Public Works Departments. During normal response operations, field personnel from all three departments work in close communication and cooperation, fulfilling normal primary and support roles. When a normal response situation appears to be

expanding to the point where EOP/EOC activation will be required, the departments will consult with each other to help make this determination. Examples of early warning signs that activation may be required include:

- The incident will require personnel and/or resources beyond those normally and readily available.
- The incident is impacting more than the isolated portions of the City.
- The duration of the incident will exceed normal working shifts.
- The incident has the potential of expanding rapidly.

When these characteristics are present, field supervisors will contact their department heads (or available successors, as determined by the normal chain of command). The department heads will discuss the situation and arrive at a consensus for appropriate further action. If the consensus is to not recommend activation of the EOP or EOC, a time will be set for the next conference between the department heads (so that the situation can be re-evaluated). One of the department heads is designated to contact the City Administrator or designee, to provide the group's intelligence and recommendation. This will usually be the department head whose agency is leading the response. The City Administrator or designee is, at minimum, kept apprised of all department head conferences, and may choose to participate. It is understood that even though the department head conference(s) may not result in a recommendation to activate the EOP or EOC, this group has specific authority to direct that the EOC be set up, either as a precautionary measure, or to function as a Unified Command Post. Whenever the EOC is to be set up, the Emergency Management Director or the Emergency Manager is contacted to initiate set-up operations.

The City Administrator or designee is responsible for the overall command of disaster operations. The major governmental department heads or their designee will be responsible for directing all entities under this jurisdiction and keep the City Administrator or designee apprised of current status. (Periodic updates with a time constraint, should be incorporated into operations.) The Emergency Management Director or the Emergency Manager will function as a resource coordinator for all activities within the City.

B. Local Responsibility and Authority

It is recognized that the responsibility for the protection of lives and property of the residents of the City of Sheboygan rests with the local government officials and that the ultimate authority and responsibility in a disaster or emergency situation rests with the City Administrator of the City of Sheboygan. In

accordance with Wisconsin State Statutes, a disaster may be declared as described on page 8 of this plan.

C. Phases of Emergency Management

Direction and control will follow NIMS and ICS guidelines. The City Administrator or emergency interim successor is responsible for all operations, including emergency operations, within the City and will delegate authority to appropriate staff based on written policy.

The City has established an operational line of succession to establish an emergency interim successor for the City Administrator, as follows:

1. Fire Chief
2. Police Chief
3. Director of Public Works
4. Finance Director

Depending on the nature of an incident, the City of Sheboygan may choose to operate under different levels of response, listed below in order of increasing severity:

1. The Emergency Operations Center is set up as a precautionary measure:

This action may be taken when it is anticipated that the room may be needed as a Unified Command Post, or as an EOC.

This decision can be made by the City Administrator or emergency interim successor, the Fire Chief, the Assistant Fire Chief, the Police Chief, the Assistant Police Chief, the Director of Public Works, or the City Engineer.

This action does not activate the Emergency Operations Center or the Emergency Operations Plan.

2. The Emergency Operations Center is activated:

This action may be taken when the City Administrator or emergency interim successor believes the nature of an incident is such that the City will best respond and recover by having operations directed from the central EOC, or it is anticipated that the Emergency Operations Plan may be activated.

This decision can be made only by the City Administrator or emergency interim successor.

This decision does not activate the Emergency Operations Plan; however, personnel designated to serve on the Emergency Preparedness Group (EPG) shall report to the EOC when directed to do so. In the event the EOC room is being used as a Unified Command Post, the post shall be relocated out of the room. Sheboygan County Emergency Management Agencies shall be notified of the action.

3. The Emergency Operations Plan is activated (in whole or in part):

This action may be taken when the City Administrator or emergency interim successor believes the nature of an incident is such that the City will best respond and recover by implementing one or more portions of the Emergency Operations Plan (i.e., one or more of the functional or incident-specific annexes of the plan).

This decision can be made only by the City Administrator or emergency interim successor.

This decision automatically activates the Emergency Operations Center. Personnel designated to serve on the EPG shall report to the EOC when directed to do so. In the event the EOC room is being used as a Unified Command Post, the post shall be relocated out of the room. Sheboygan County Emergency Management shall be notified of the action.

4. A Disaster is declared in the City of Sheboygan:

This action may be taken when the City Administrator or emergency interim successor believes that the demands of an incident will exceed local and routine mutual aid resources.

A disaster will be declared in accordance with Section III (page 8) of this plan following the designated line of succession.

This decision automatically activates the Emergency Operations Center and implementation of the Emergency Operations Plan.

Personnel designated to serve on the EPG shall report to the EOC when directed to do so. In the event the EOC room is being used as a Unified Command Post, the post shall be relocated out of the room. Sheboygan County Emergency Management shall be notified of the action. During an emergency or disaster, it is imperative to have a central location where essential personnel gather to direct and control emergency operations. When activated, the Emergency Operations Center (EOC) serves as the central location for management of the emergency or disaster.

As in normal daily operations, each department head will be responsible for the operation of his/her department and will report to the City Administrator or designee. Each department head shall direct his/her assigned response and recovery operations from the EOC.

Under the overall direction of the City Administrator or emergency interim successor, policy decisions and assignment of critical resources will be managed by the EPG, at the EOC. The EPG at the EOC will implement the core functions of coordination; communications; resource allocation and tracking; and information collection, analysis and dissemination.

There may be situations where the EOC is set up for use prior to formal activation. In such cases, the EOC is on standby for formal activation, and may be utilized as an Incident Command Post.

Situations in which the EOC may be placed on standby or activated include:

- Severe Weather Watch
Conditions are right for the development of threatening weather.
- Severe Weather Warning
Actual damaging weather has been sighted, or other actions have occurred.
- Level V Incident
A local emergency handled by responders from the jurisdiction that is affected. Mutual aid resources may be utilized to handle the event. Decisions are generally tactical in nature and the Sheboygan EOC may or may not be involved in managing the incident.
- Level IV Incident
A significant local event or a regional event. Most Command Staff and General Staff positions in the Incident Command Structure (ICS) are filled. The Sheboygan EOC will be involved and will make decisions of a strategic nature. Mutual aid resources are present and there may be a need to supplement these resources to bring the incident to a logical conclusion. A local disaster or emergency may be declared.
- Level III Incident
A regional incident which may extend over multiple operational periods. The ICS Command Staff and General Staff positions will be filled and a written Incident Action Plan (IAP) will be utilized. An Incident Management Assistance Team (IMAT) may be utilized, as well as the local and county EOC management teams. Some assistance from State of Wisconsin agencies may be required to resolve the incident.

- Level II Incident
An incident affecting an entire region. The ICS Command Staff and General Staff positions will be filled and an IMAT may be operating with local responders, to develop an IAP for several operational periods. State resources will likely be involved and the incident will involve the issuance of a State Disaster Declaration.
- Level I Incident
An incident that qualifies as an Incident of National Significance. There may be one or several IMAT that are working to develop IAPs for each of several operational periods. There will most likely be a State Disaster Declaration and there may be a Federal Declaration of Emergency or a Declaration of a Major Disaster. State and federal resources will be engaged in the management of the incident.
- Terrorism Threat Level Orange
A local or national Homeland Security Alert System (HSAS) alert level indicating a high risk of a terrorist act.
- Terrorism Threat Level Red
A local or national Homeland Security Alert System (HSAS) alert level indicating a severe risk of a terrorist attack.

Incident Commanders will be responsible for field operations, and will function within the normal limits of their authority. Designation of the person or agency to assume Incident Command will follow historical patterns and common sense. Incident Command and field staff will report all pertinent intelligence to the EPG member within their functional chain of command within the EOC. The following table should serve as a general reference for which agency or agencies will be responsible for Incident Command, under various scenarios.

Note: The table is intended as a guideline only, as specific and/or evolving characteristics of incidents or availability of personnel may result in different choices for responsibility for Incident Command.

INCIDENT TYPE	AGENCY
Civil/political unrest	Police Department
Commercial transportation accidents	Fire Department
Earthquake	Fire Department Police Department Public Works
Fire/explosion	Fire Department
Flood	Public Works
Hazardous Materials incident	Fire Department
Severe/excessive heat/cold	Fire Department
Severe storms/high winds/lightning/wildland fires	Fire Department Public Works
Structural collapse	Fire Department
Tornado	Fire Department Police Department Public Works
Utility failure	Public Works
Winter storms/snow/ice	Public Works

Emergency response personnel and organizations will be notified according to standard operating procedures for emergency call-out.

In-field responders will communicate with interoperable systems, and will use plain English in all communications. Information and intelligence from the field will be reported to Incident Command through normal radio, telephone and other interoperable communications, and through the use of formal ICS reporting forms.

Incident Command will formally send information and resource requests to the EPG via an Incident Action Plan and other ICS forms as appropriate. There may also be informal communication back and forth between Incident Command and the EPG. The EPG will communicate with the county EOC. The EPG will establish policy, and will communicate policy direction and resource allocation decisions to Incident Command, which is responsible for field operations. All of the above (formal and informal communication) will be used to obtain, analyze, and disseminate information that can be used for decision making, requesting assistance, and reporting.

Public information will be managed by the Public Information Officer (PIO). If the Sheboygan County EOC is activated, the PIO will obtain information from the county EOC, who shall provide direction on management of public information. The PIO will provide information to the public, which may be in the form of media briefings, news releases, “reverse 9-1-1” notification, and/or local government TV channel or website slides or videos. The PIO provides information as directed by

the City Administrator or emergency interim successor, who is advised and updated by Incident Command, the PIO and/or the EPG.

D. EOC Operations

During smaller emergencies, each agency (department) in municipal government performs its specialized tasks according to their agency’s Standard Operating Procedures (SOPs). These operations may occur in the appropriate designated area. During major emergencies, however, there is an increased need for coordination of all activities relevant to the emergency response as they relate to the event as a whole. This operation takes place in the City of Sheboygan EOC and/or Sheboygan County EOC.

The EOC structure allows for the utilization of the Incident Command System (ICS) concepts in the City of Sheboygan /Sheboygan County EOC during activation. An effective span of control is maintained by consolidating all of the agencies with emergency responsibilities into groups with an internal management structure, with the ESF Coordinator being responsible to the Section Chief.

The following chart illustrates the City of Sheboygan and/or Sheboygan County EOC organization.



Incident Management Overview

As a department head, your primary responsibility is to support the senior executive in establishing overall incident policy, providing guidance on incident priorities, and ensuring that your organization's resources are appropriately engaged in incident management. The overall incident management structure includes the following levels:

- ***Policy Group/Multiagency Coordination Group (MAC Group)***, which comprises your fellow department heads and senior organizational leaders
- ***Emergency Operations Center (EOC) director***, who oversees resource and planning support for on-scene personnel and ancillary activities such as sheltering and donations management
- ***Department Operations Center (DOC) manager***, who coordinates closely with the EOC and manages and coordinates incident activities specific to a single functional area
- ***Public Information Officer (PIO)***, who ensures that the public receives accurate, timely, and consistent information about the incident
- ***Incident Commander (IC)***, who directs on-scene incident personnel responsible for saving lives, stabilizing the incident, and protecting property and the environment

Overarching Priorities

- **Life Safety:** Ensure the safety and security of first responders, support personnel, and the general population.
- **Incident Stabilization:** Establish leadership to stabilize the incident and reduce future impacts.
- **Protect Property and Environment:** Protect infrastructure assets, systems, and networks, whether physical or virtual.
- **Recovery:** Reestablish services and help the community return to a new normal.
- **Unity of Effort:** Coordinate and prioritize activities across all organizations involved in the response, to achieve common objectives.

Department Head Essential Responsibilities

- Keep the media and public informed through the designated PIO.
- Collaborate with the EOC director and support agencies.
- Request assistance from the EOC director.
- Offer agency resources to assist the incident response.
- Direct the activation of a DOC.
- Initiate Continuity of Operations (COOP) plan as required.

Key Senior Leader Activities & Actions

- **Coordinate with other department heads** to implement protective actions and ensure the safety and welfare of incident personnel and the community.
- **Promote unity of effort** by ensuring that partner organizations are invited to participate in MAC Group, Unified Command, or EOC, as appropriate.
- **Keep stakeholders informed**, including agency personnel, the media, and the public.
- **Provide personnel** in response to incident command, EOC, or DOC requests.
- **Provide direction** based on response priorities from the DOC director or incident command.
- **Communicate departmental actions and information to the PIO/Joint Information Center (JIC)** for dissemination to the public.
- **Execute relevant plans**
- **Obtain situational awareness** across the region to understand the incident's impact (for example, consult with subject matter experts, communicate with partner agencies, and participate in EOC briefings).

Immediate Actions

- Gather information about the event and share it with appropriate contacts.
- Ensure that your department provides appropriate staffing for the EOC and DOC.
- Consider immediate life safety actions that may be necessary (such as evacuation or boil water notice) and recommend/implement them.
- Review organizational resource status and notify personnel of organizational priorities.
- Notify appropriate personnel of the incident through established phone trees or notification systems.
- Participate in a MAC Group, if required.
- Coordinate with the PIO/JIC to determine what information to share with the media and anticipate likely questions.
- Work with the PIO/JIC on public messaging and inquire about appropriate platforms for disseminating current information (such as social media, news media, relevant websites, and a phone help line).
- Ensure that key contact information is up to date.

Subsequent Actions

- Discuss ongoing EOC and DOC staffing requirements.
- Ensure that finance personnel know and follow disaster financial requirements.
- Gather and share information on:
 - Status of jurisdictional emergency services (fire, EMS, law enforcement) and critical infrastructure (hospitals, electric companies).
 - Lines of communication with leaders of key agencies, such as EOC director or IC on scene.
 - How weather conditions may impact the response; any actions necessary to circumvent issues.
 - Impacts on the agency’s day-to-day activities.

Example Public Messaging

- We are aware that an incident has occurred (provide incident details, including time and location).
- At this time, (list agencies that are responding and give the response status). We are gathering additional information and will share it as it becomes available.
- At this time, we ask that the public (list requested action, such as shelter in place or evacuate).
- We will provide the public with up-to-date information via (list local media outlets, Facebook and Twitter accounts, and so on).

- Emergency Management Director: (xxx) xxx-xxxx
- Emergency Operations Center: (xxx) xxx-xxxx
- Public Information Officer: (xxx) xxx-xxxx
- Joint Information Center: (xxx) xxx-xxxx

Glossary & Resources

VI. GLOSSARY OF COMMON TERMS

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an EOC facility or at some location other than an ICP.

Available Resources: Resources assigned to an incident, checked in, and available for use, normally located in a Staging Area.

Catastrophic Incident: Any natural or man-made incident, including terrorism that results in extraordinary levels of mass casualties, damage or disruption severely affecting the population, infrastructure, environment, economy, national morale and / or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Community Recovery: In the context of the NRP and its annexes, the process of assessing the effects of an Incident of National Significance, defining resources, and developing and implementing a course of action restore and revitalize the socioeconomic and physical structure of a community.

Consequence Management: Predominantly an emergency management function and included measures to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the consequences of terrorism. The requirements of consequence management and crisis management are combined in the NRP. See also Crisis Management.

Credible Threat: A potential terrorist threat that, based on a threat assessment, is credible and likely to involve WMD.

Crisis Counseling Grants: Funded by FEMA under the Stafford Act to address the counseling needs of a community following a Presidentially declared disaster in which individual assistance is authorized.

Crisis Management: Predominantly a law enforcement function and included measures to identify, acquire, and plan the use of resources needed to anticipate, prevent, and/or resolve a threat or act of terrorism. The requirements of consequence management and crisis management are combined in the NRP. See also Consequence Management.

Critical Infrastructures: Systems and assets, whether physical or virtual, so vital to the United States that incapacity or destruction of such systems and assets would have a debilitating impact on security, nation economic security, national public health or safety, or any combination of those matters.

Cultural Resources: Cultural resources include historic and prehistoric structures, archeological sites, cultural, landscapes, and museum collections.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches that support critical infrastructure.

Defense Support of Civil Authorities (DSCA): Refers to *DOD* support, including Federal military forces, *DOD* civilians and *DOD* contractor personnel, and *DOD* agencies and components, for domestic emergencies and for designated law enforcement and other activities.

Department Operations Center (DOC): An operations or coordination center dedicated to a single, specific department or agency. A DOC focuses on internal agency incident management and response.

Deputy: A fully qualified individual who, in the absence of a superior, could be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy could act as relief for a superior and therefore must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Disaster: See Major Disaster.

Disaster Recovery Center (DRC): A facility established in a centralized location within or near the disaster area at which disaster victims (individuals, families, or businesses) apply for disaster aid.

Emergency: As defined by the Stafford Act, an emergency is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by ESF, by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or by some combination thereof.

Emergency Response Plan (ERP): The "steady-state" plan maintained by various jurisdictional levels for managing a wide variety of potential hazards.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Response Provider: Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel. Agencies and authorities. (See section 2(6), Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135 (2002).) Also known as "emergency responder."

Emergency Support Function (ESF): A grouping of government and certain private-sector capabilities into an organizational structure to provide the support,

resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

Emerging Infectious Diseases: New or recurring infectious diseases of people, domestic animals, and/or wildlife, including identification, etiology, pathogenesis, zoonotic potential, and ecological impact.

Environment: Natural and cultural resources and historic properties as those terms are defined in this glossary and in relevant laws.

Environmental Response Team: Established by EPA, the Environmental Response Team includes expertise in biology, chemistry, hydrology, geology and engineering. The Environmental Response Team provides technical advice and assistance to the OSC for both planning and response to discharges and release of oil and hazardous substances into the environment.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Facility Management: Facility selection and acquisition, building services, information systems, communications, safety and health, and physical security.

Federal Coordinating Officer (FCO): The Federal officer who is appointed to manage Federal resource support activities related to Stafford Act disasters and emergencies. The FCO is responsible for coordinating the timely delivery of Federal disaster assistance resources and programs to the affected State and local governments, individual victims and the private sector.

Federal On-Scene Coordinator (FOSC or OSC): The Federal official predestinated by the EPA or the USCG to coordinate responses under subpart D of the NCP, or the government official designated to coordinate and direct removal actions under subpart E of the NCP.

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as described in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health,

clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, include a hazardous substance, that has been determined by Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined the NCP.

Hazardous Substance: As described by the NCP, any substance designated pursuant to section 311 (b)(2) (A) of the Clean Water Act; any element, compound, mixture, solution, or substance designated pursuant section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any hazardous waste having the characteristics identified under or listed pursuant to section 3001 the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.) has been suspended by act of Congress); any toxic pollutant listed under section 307(a) of the Clean Water Act; hazardous air pollutant listed under section 112 of Clean Air Act (42 U.S.C. § 7521 et seq.); and any imminently hazardous chemical substance or mix with respect to which the EPA Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.).

Historic Property: Any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places, including artifacts, records, and remains which are related to such district, site, building, structure, or object [16 U.S.C. § 470(w) (5)].

Incident: An occurrence or event, natural or human-caused that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public

health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan: An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions is performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-S (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/ or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Actions: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Joint Field Office (JFO): A temporary Federal facility established locally to provide a central point for Federal, State, local, and tribal executives with responsibility for incident oversight, direction, and/or assistance to effectively coordinate protection, prevention, preparedness, response, and recovery actions. The JFO will combine the traditional functions of the JOC, the FEMA DFO, and the JIC within a single Federal facility.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident, information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during a crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Joint Operations Center (JOC): The JOC is the focal point for all Federal investigative law enforcement activities during a terrorist or potential terrorist incident or any other significant criminal incident, and is managed by the SFLEO. The JOC becomes a component of the JFO when the NRP is activated.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authorities. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Major Disaster: As described by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Material Management: Requisitioning and sourcing (requirements processing); acquisition, asset visibility (resource tracking), receipt, storage, and handling; security and accountability; inventory, deployment, issue, and distribution; and recovery, reuse, and disposition.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations-Federal, State, local, and tribal-for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Mobilization Center: An off-site temporary facility at which response personnel and equipment are received from the Point of Arrival and are pre-positioned for deployment to an incident logistics base, to a local Staging Area, or directly to an

incident site, as required. A mobilization center also provides temporary support services, such as food and billeting, for response personnel prior to their assignment, release, or reassignment and serves as a place to out-process following demobilization while awaiting transportation.

Multiagency Coordination System (MACS): The combination of personnel, facilities, equipment and procedures and communications integrated into a common system. When activated, MACS has the responsibility for coordination of assisting agency resources and support in a multi-agency or multi-jurisdictional environment. A MAC Group functions within the MACS (as defined by NWCG National Training Curriculum).

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual Aid Agreement: Written agreement between agencies, organization, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National Disaster Medical System (NDMS): A coordinated partnership between DHS, HHS, DOD, and the Department of Veterans Affairs established for the purpose of responding to the needs of victims of a public health emergency. NDMS provides medical response assets and the movement of patients to health care facilities where definitive medical care is received when required.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Center: A national communications center *for* activities related to oil and hazardous substance response actions. The National Response Center, located at DHS/USCG Headquarters in Washington, DC, receives and relays notices of oil and hazardous substances releases to the appropriate Federal OSC.

National Response System: Pursuant to the NCP, the mechanism for coordinating response actions by all levels of government (40 CFR § 300.21) for oil and hazardous substances spills and releases.

National Response Team (NRT): The NRT, comprised of the 16 Federal agencies with major environmental and public health responsibilities, is the primary vehicle for coordinating Federal agency activities under the NCP. The NRT carries out national planning and response coordination and is the head of a highly organized Federal oil and hazardous substance emergency response network. EPA serves as the NRT Chair, and DHS/USCG serves as Vice Chair.

National Security and Emergency Preparedness (NS/EP): Telecommunications. NS/EP telecommunications services are those used to maintain a state of readiness or to respond to and manage any event or crisis (local, national, or international) that causes or could cause injury or harm to the population or damage to or loss of property, or could degrade or threaten the NS/EP posture of the United States.

National Special Security Event (NSSE): A designated event that, by virtue of its political, economic, social, or religious significance may be the target of terrorism or other criminal activity.

National Strike Force: The National Strike Force consists of three strike teams established by DHS/USCG on the Pacific, Atlantic, and Gulf coasts. The strike teams can provide advice and technical assistance for oil and hazardous substances removal, communications support, special equipment, and services.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and air, water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Nuclear Incident Response Team (NIRT): Created by the Homeland Security Act to provide DHS with a nuclear/radiological response capability. When activated, the NIRT consists of specialized Federal response teams drawn from DOE and/or EPA. These teams may become DHS operational assets providing technical expertise and equipment when activated during a crisis or in response to a nuclear/radiological incident as part of the DHS Federal response.

On-Scene Coordinator (OSC): See Federal On-Scene Coordinator.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. Includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Principal Federal Official (PFO): The Federal official designated by the Secretary of Homeland Security to act as his/her representative locally to oversee, coordinate, and execute the Secretary's incident management responsibilities under HSPD-5 for Incidents of National Significance.

Public Assistance Program: The program administered by FEMA that provides supplemental Federal disaster grant assistance for debris removal and disposal, emergency protective measures, and the repair, replacement, or restoration of disaster damaged, publicly owned facilities and the facilities of certain private nonprofit organizations.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Public Information Officer (PIO): A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Public Works: Work, construction, physical facilities, and services provided by governments for the benefit and use of the public.

Radiological Emergency Response Teams (RERTs): Teams provided by EPA's Office of Radiation and Indoor Air to support and respond to incidents or sites containing radiological hazards. These teams provide expertise in radiation monitoring, radionuclide analyses, radiation health physics, and risk assessment. RERTs can provide both mobile and fixed laboratory support during a response.

Recovery: The development, coordination, and execution of service and site restoration plans for impacted communities and the reconstitution of government operations and services through individual, private sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Resources: Personnel and major items of equipment supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Regional Response Teams (RRTs): Regional counterparts to the National Response Team, the RRTs comprise regional representatives of the Federal agencies on the NRT and representatives of each State within the region. The RRTs serve as planning and preparedness bodies before a response, and provide coordination and advice to the Federal OSC during response actions.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat, ongoing public health and agricultural surveillance testing processes; immunizations, isolation, or quarantine; and specific law enforcement operation aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Situation Assessment: The evaluation and interpretation of information gathered from a variety of sources (including weather information and forecasts, computerized

models, GIS data mapping, remote sensing sources, ground surveys, etc.) that, when communicated to emergency managers and decision makers, can provide a basis for incident management decision-making.

Special Populations: People who feel they cannot comfortably or safely access and use standard resources offered in disaster preparedness, relief and recovery. They include, but are not limited to those who are physically or mentally disabled, blind, deaf, cognitively disabled, mobility limited, non-English speaking, geographically/culturally isolated, medically or chemically dependent, homeless, frail/elderly and children.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strategic Plan: A plan that addresses long-term issues such as impact of weather forecasts, time-phased resource requirements, and problems such as permanent housing for displaced disaster victims, environmental pollution, and infrastructure restoration.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic or optical means. Telecommunications includes all aspects of transmitting information.

Telecommunications Service Priority (TSP) Program: The NS/EP TSP Program is the regulatory, administrative, and operational program authorizing and providing for priority treatment (i.e., provisioning and restoration) of NS/EP telecommunications services. As such, it establishes the framework for NS/EP telecommunications service vendors to provide, restore or otherwise act on it priority basis to ensure effective NS/EP telecommunications services.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a

civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; time-phasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unaffiliated Volunteer: An individual who is not formally associated with a recognized voluntary disaster relief organization; also known as a "spontaneous" or "emergent" volunteer.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Uniform Disaster Situation Report (UDSR): The damage assessment reporting form.

United States: The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Unsolicited Goods: Donated items offered by and/or sent to the incident area by the public, the private sector, or other source, that have not been requested by government or nonprofit disaster relief coordinators.

Urban Search and Rescue: Operational activities that include locating, extricating, and providing on-site medical treatment to victims trapped in collapsed structures.

Voluntary Organizations Active in Disaster (VOAD): A VOAD coordinates planning efforts by the many voluntary organizations responding to disaster.

Volunteer: Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 USC § 742f(c) and 29 CFR § 553.101.)

Volunteer and Donations Coordination Center: Facility from which the Volunteer and Donations Coordination Team operates. It is best situated in or close by the State EOC for coordination purposes. Requirements may include space for a phone bank, meeting space, and space for a team of specialists to review and process offers.

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C § 2332a: (1) any explosive, incendiary; or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

Wireless Priority Service (WPS): WPS allows authorized NS/EP personnel to gain priority access to the next available wireless radio channel to initiate calls during an emergency when carrier channels may be congested.

City of Sheboygan Emergency Management Training

Introduction

Serving as Emergency Managers for the City of Sheboygan, the Sheboygan Fire Department Staff has been tasked with both updating the Emergency Management and Response Plan (EMRP), and developing a training plan to support the implementation of the EMRP. This document outlines that training plan.

Training Overview

You will find a list of classes in the following chart. These classes are broken into two categories, “Independent Study” and “In-Person”. The independent study classes are hosted on FEMA’s training site, and can be completed at one’s convenience. The in-person classes are scheduled around the state by Wisconsin Emergency Management. We will from time to time try to get them scheduled here in Sheboygan County. The “G402” class is intended for elected officials, and we hope to be able to present this training in the near future. Prerequisites for each class are also listed.

List of Courses

Independent Study		Prerequisites	Hours
IS-29.A	Public Information Officer Awareness	NA	2.5
IS-100.C	Introduction to the Incident Command System	NA	2
IS-200.C	Basic Incident Command System for Initial Response	IS100	4
IS-700.B	An Introduction to the National Incident Management System	N/A	3.5
IS-800.D	National Response Framework, An Introduction	IS700	3
IS-2200	Basic Emergency Operations Center Functions	N/A	4

In Person		Prerequisites	Hours
ICS-300	Intermediate Incident Command System for Expanding Incidents	IS200, IS800	24
ICS-400	Advanced ICS, Complex Incidents	ICS300	16
G-191	ICS/EOC Interface	IS200, IS800, IS2200	8
G290	Basic Public Information Officer Training	IS100, IS029	16
G-775	EOC Management and Operations	IS200, IS2200	8
G2300	Intermediate EOC Functions	G191, IS200	24
G402	National Incident Management Overview for Senior Officials	NA	4
MGT314	Enhanced All-Hazards Incident Management/UC	ICS300	28
MGT346	EOC Operations and Planning for All-Hazards	N/A	16

Required and Suggested Classes

The following matrix describes the training required for each department and position.

	Independent Study						In-Person								
	IS029†	IS100*	IS200*	IS700*	IS800*	IS2200*	ICS300	ICS400	G191	G290	G775	G2300	G402	MGT314	MGT346
DPW															
Supervisors		X	X	X	X										
DPW Director/Dep Dir/Mgmt	X	X	X	X	X	X	S	S	X	X	X	S		S	S
Police															
All		X	X	X	X										
Supervisory		X	X	X	X		X	S						S	
Command Staff	X	X	X	X	X	X	X	X	X	X	X	S		S	S
Fire															
All		X	X	X	X		S								
Supervisory (Lt/Capt)		X	X	X	X		X	Capt						S	
Command Staff	X	X	X	X	X	X	X	X	X	X	X	S		X	X
EOC Personnel (All Others)															
All Incident Personnel/ Support/ EOC		X		X	S										
Admin/Dept Heads/Deputy DH	X	X	X	X	X	X			X	X	X	S		S	S
Administrator/Mayor	X	X	X	X	X	X	S	S	X	X	X	S		S	S
Attorney	X	X	X	X	X	X			X	X	X	S			
Council				S	S								X		

X = Required

S = Suggested

* IS100, IS200, IS700, IS800 and IS2200 are prerequisites for G191 and G775.

Taking Courses

FEMA Student ID

To take these classes you will need a FEMA Student ID (SID). If you do not have one, or you forgot yours, visit the site <https://cdp.dhs.gov/femasid> and follow the instruction to either retrieve or register for a SID.

Transcripts

After you take a class, you should retain a copy of the certificate for your records. If you have taken a class and no longer have the certificate, you can request a transcript. For the independent study courses, go to the site <https://training.fema.gov/is>. Near the bottom of the page, you will see a link titled “Transcript Request”. Complete the form and submit as directed.

For in person classes, you more than likely took that class through Wisconsin Emergency Management. Visit the site <https://trainingwisconsin.org> and login. You will find a transcript of the courses you have taken under the “My Account” tab.

Taking an Independent Study Class

To register for an independent study course, go to the site <https://training.fema.gov/is>. On the left-hand side of that page, there is a link titled IS Course List. From there you can select the desired course and register for it. You will need a SID to take the test. If you don't have one, follow the instruction above to either retrieve it or register for one.

Taking an In-Person Class

All of the in-person classes listed other than the “MGT” classes are delivered by Wisconsin Emergency Management. Go to the site <https://trainingwisconsin.org> and login or register. Select the class you want under the “Schedule” tab, which displays a calendar of classes. You can also find a class by searching under the “Training Catalog” tab. We will be trying to bring the classes to the area and will put out notices when they are scheduled.

Both of the “MGT” classes are delivered by Texas A&M Extension. MGT314 is only offered on campus, but MGT346 is offered at various locations. These classes are fully funded by FEMA and there is no cost to the city. For class descriptions and schedule see the links below. You will need approval from the state training officer, and we can help with that when you get to that point.

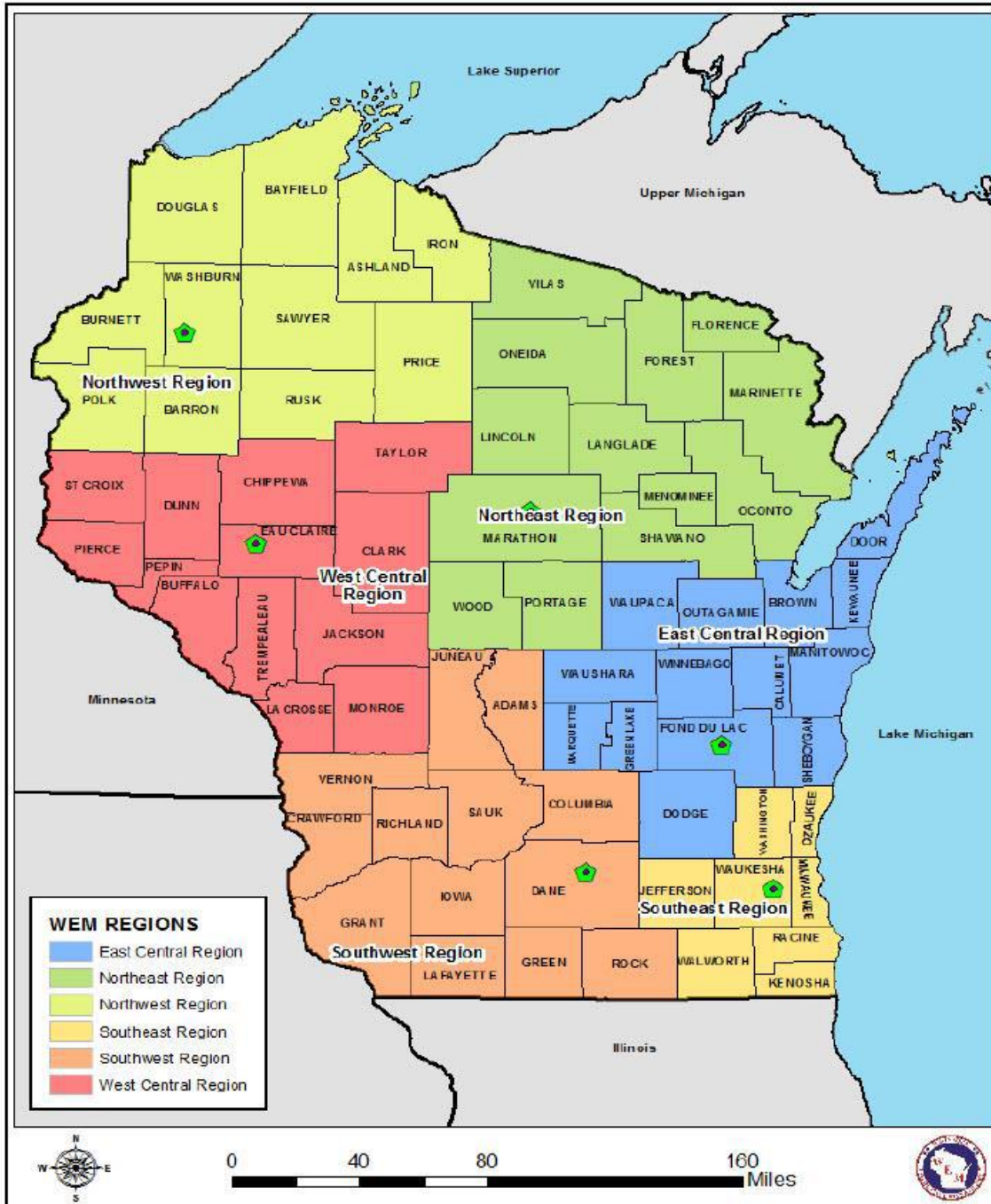
<https://teex.org/class/MGT314/>

<https://teex.org/class/MGT346/>

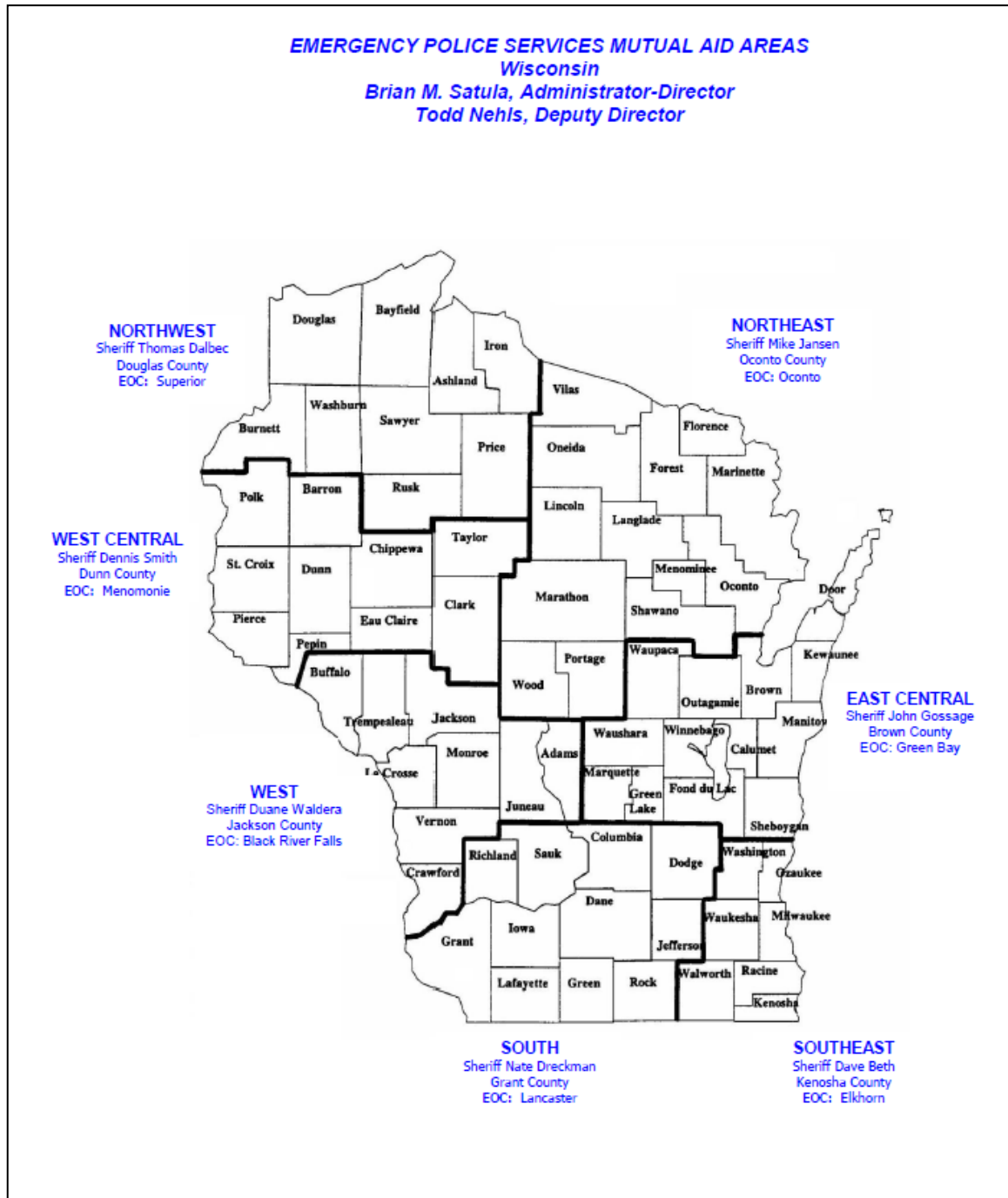
Training Records

With the exception of the Police Department, the Fire Department will maintain training records from all departments regarding the city's emergency management. After a class has been completed, send certificates of completion to the Assistant Chief of Operations. Training status will be audited from time to time to ensure compliance.

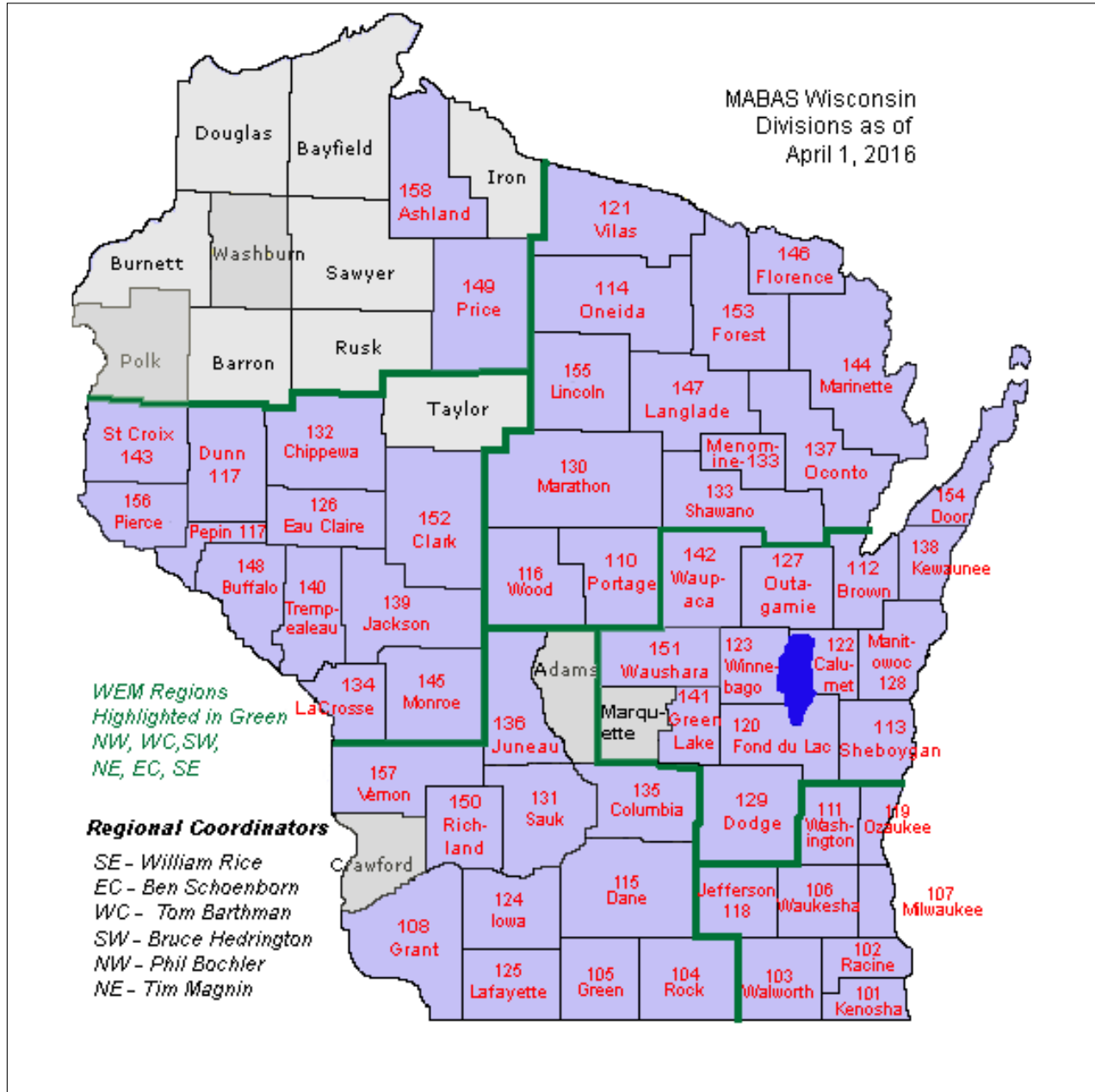
Wisconsin Emergency Management Regions



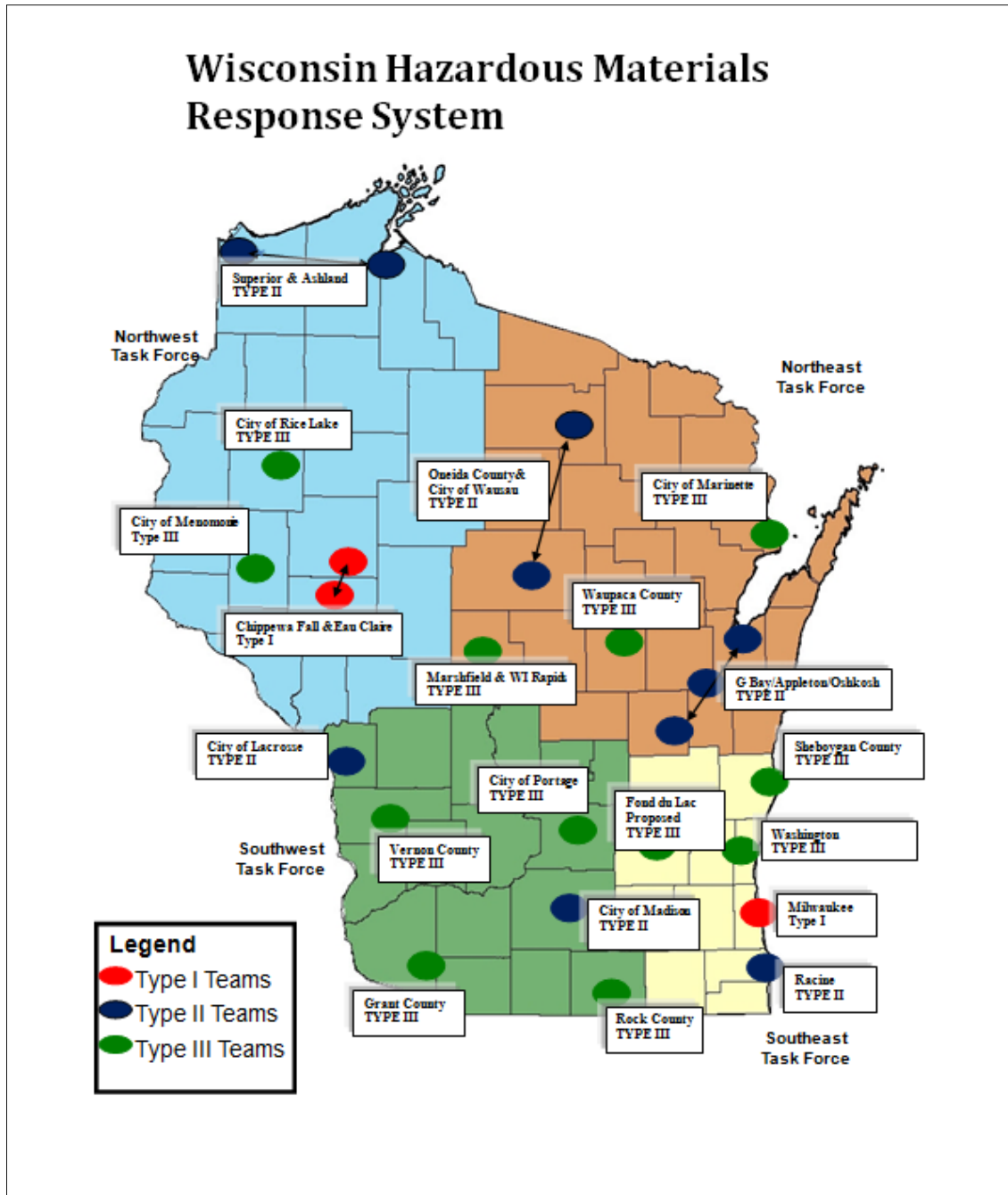
Wisconsin Police Mutual Aid Areas



Wisconsin MABAS Divisions (Fire/EMS)



Wisconsin Hazardous Materials Regions



VII. EMERGENCY SUPPORT FUNCTIONS (ESF's)

Department specific information is covered in the emergency support functions (ESF's). Each ESF will have a designated lead agency, with support given by other agencies involved. These are working documents and should be updated and kept current as much as practical. The EPG shall have the authority to make those changes to the ESF, with input from the lead agency.

ESF 1	Evacuation and Transportation
ESF 2	Communication and Warning
ESF 3	Public Works and Engineering
ESF 4	Firefighting
ESF 5	Emergency Management
ESF 6	Mass Care, Housing, and Human Services
ESF 7	Resource Support
ESF 8	Public Health and Medical Services
ESF 9	Search and Rescue
ESF 10	Hazardous Materials
ESF 11	Agriculture and Natural Resources
ESF 12	Energy
ESF 13	Public Safety and Security
ESF 14	Long Term Community Recovery and Mitigation
ESF 15	Public Affairs and Information Sharing

CITY OF SHEBOYGAN

R. O. 120-24-25

BY CITY CLERK.

MARCH 3, 2025.

Submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals.

FILED
01-31-2025
Sheboygan County
Clerk of Circuit Court
2025CV000072
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30955.30952

ROGER G. MILLER
an adult individual
202 Pioneer Road
Sheboygan, WI 53081

CASE NO.:

25CV72

and

ERIK A. THELEN
and BELLE R. RAGINS
adult individuals
4933 Evergreen Drive
Sheboygan, WI 53081

and

JOHN E. EHMANN
an adult individual
231 Edgewater Road
Sheboygan, WI 53081

and

KENNETH J. LISBERG
and DEBORAH A. LISBERG
adult individuals
415 Timberlake Road
Sheboygan, WI 53081

and

GREGORY P. HOPKINS and
TONI J. DESTEFANO
adult individuals
346 Edgewater Road
Sheboygan, WI 53081

Plaintiffs.

v.

CITY OF SHEBOYGAN PLAN
COMMISSION
a public board
828 Center Avenue
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN ZONING BOARD
OF APPEALS
a public board
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

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

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

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

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

Dated this 31st day of January, 2025.

ROHDE DALES LLP

Electronically Signed By

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

Adam Vanderheyden

A Member of the Firm

State Bar No. 1107906

Attorneys for Plaintiffs

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avanderheyden@rohdedales.com

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Sheboygan, WI 53081

Telephone: (920) 458-5501

Facsimile: (920) 458-5874

FILED
01-31-2025
Sheboygan County
Clerk of Circuit Court
2025CV000072
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

ROGER G. MILLER
an adult individual
202 Pioneer Road
Sheboygan, WI 53081

Case Code: 30955, 30952

CASE NO.:

and

ERIK A. THELEN
and BELLE R. RAGINS
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Sheboygan, WI 53081

and

JOHN E. EHMANN
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231 Edgewater Road
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and DEBORAH A. LISBERG
adult individuals
415 Timberlake Road
Sheboygan, WI 53081

and

GREGORY P. HOPKINS and
TONI J. DESTEFANO
adult individuals
346 Edgewater Road
Sheboygan, WI 53081

Plaintiffs,

v.

CITY OF SHEBOYGAN PLAN
COMMISSION
a public board
828 Center Avenue
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN ZONING BOARD
OF APPEALS
a public board
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

NOW COME Plaintiffs Roger G. Miller, Erik A. Thelen, and Belle R. Ragins (collectively, "Plaintiffs"), by their attorneys, Rohde Dales LLP, and for their complaint against the City of Sheboygan Plan Commission and the City of Sheboygan Zoning Board of Appeals, allege as follows:

1. Plaintiff Roger G. Miller ("Miller") is an adult individual whose address is 202 Pioneer Road, Sheboygan, Sheboygan County, Wisconsin 53081.

2. Plaintiffs Erik A. Thelen ("Thelen") and Belle R. Ragins ("Ragins"), a married couple, are adult individuals whose address is 4933 Evergreen Drive, Sheboygan, Sheboygan County, Wisconsin 53081.

3. Plaintiff John E. Ehmann ("Ehmann") is an adult individual whose address is 231 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.

4. Plaintiffs Kenneth J. Lisberg and Deborah A. Lisberg ("Lisbergs") are adult individuals whose address is 415 Timberlake Road, Sheboygan, Sheboygan County, Wisconsin 53081.

5. Plaintiffs Gregory P. Hopkins ("Hopkins") and Toni J. DeStefano ("DeStefano") are adult individuals whose address is 346 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.

6. Defendant City of Sheboygan Plan Commission ("Plan Commission") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(1), and the City of Sheboygan Code of Ordinances, having the duties and responsibilities described therein.

7. Defendant City of Sheboygan Zoning Board of Appeals ("BOA") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(7)(e), and the City of Sheboygan Code of Zoning Ordinances ("Zoning Ordinances"), having the duties and responsibilities described therein.

8. Miller owns a residential property with an address of 324 East Center Avenue, Unit #4, Sheboygan, Wisconsin 53081. This residential property is located in the City of Sheboygan.

9. On December 15, 2020, Kohler Company ("Kohler") was granted a conditional use permit ("CUP") by the Plan Commission to build a golf course just north of Kohler-Andrae State Park between the Black River and Lake Michigan.

10. Thelen and Ragins live approximately three quarters of one mile north of the proposed golf course.

11. Miller lives approximately one third of a mile north of the proposed golf course.

12. Ehman lives approximately one fourth of a mile north of the proposed golf course.

13. Lisbergs live directly adjacent to the northern boundary of the proposed golf course.

14. Hopkins and DeStefano live approximately one-fourth of a mile north of the proposed golf course.

15. The CUP, by its very terms, was ostensibly "tolled" until the time that all litigation regarding Kohler's ability to construct the golf course concluded.

16. The CUP also required, again by its very terms, that any revised site plans be submitted to the Plan Commission as a new application for a new CUP and approval prior to the commencement of construction.

17. The CUP's terms further mandate that Kohler obtain all necessary permits, including but not limited to a wetland fill permit.

18. On December 5, 2023, the Wisconsin Court of Appeals issued a ruling in the final remaining legal action pending relating to Kohler's legal ability to construct the golf course.

19. In that case, the court of appeals upheld the denial of Kohler's application for a wetland-fill permit from the Wisconsin Department of Natural Resources.

20. By the terms of the CUP and the apparent interpretation of City of Sheboygan Ordinance 105-998(i) by the Plan Commission, Kohler's CUP would expire if Kohler did not commence construction of the golf course within 365 days of December 5, 2023.

21. On November 12, 2024, the Plan Commission heard a petition from Kohler to extend the life of the CUP for an additional year.

22. The site plans submitted to the Plan Commission by Kohler with its application for the CUP in 2020 require amendments, for a variety of reasons, including but not limited to environmental changes caused by the changing water levels of Lake Michigan and the denial of a wetland fill permit.

23. Kohler did not submit new plans for the construction of the golf course prior to the Plan Commission's November 12, 2024, hearing to extend the 2020 CUP.

24. Miller spoke at the November 12, 2024, Plan Commission hearing in opposition to Kohler's application for a one-year extension of the CUP.

25. Ragins has a disability protected by the Americans with Disabilities Act ("ADA").

26. The posted agenda for the November 12, 2024, Plan Commission hearing did not list public comments; however, public comments were allowed.

27. The agenda instructed individuals with disabilities to contact the City Development Department for accommodations and required remote participants to request access at least 24 hours in advance.

28. Ragins followed these instructions, submitting an ADA request via phone and email.

29. Ellise Rose ("Rose"), the Associate Planner responsible for ADA compliance, confirmed in writing that she believed the Chair of the Commission would be allowing public comment in the meeting and that the public comment should be available to people attending virtually.

30. Ragins also left a voicemail with the City of Sheboygan Mayor's office, reiterating her request and the city's legal obligation under the ADA.

31. Rose then provided Ragins with a Microsoft Teams link for the meeting.

32. During the November 12, 2024, Plan Commission hearing, Ragins began speaking through the Microsoft Teams application during the public-comment portion of the hearing.

33. The Plan Commission told Ragins that she was not allowed to speak because she was not physically present at the hearing; told Ragins that online participants may only silently watch the hearing; and muted her audio, preventing Ragins from making her oral objections to Kohler's application for a one-year extension of the CUP and claimed that Ragins needed to be in person to convey her statement to the Plan Commission.

34. Beyond being denied the opportunity to speak, Ragins was also unable to observe the meeting, as the Microsoft Teams cameras remained off, restricting her to audio-only access.

35. John Belanger ("Belanger"), a member of the Plan Commission, is an employee of Kohler.

36. Despite being a Kohler employee and having a conflict of interest, Belanger did not recuse himself from the vote on Kohler's application for a one-year extension of the CUP.

37. Belanger openly voiced strong support for and ultimately voted in favor of the Kohler's application for a one-year extension of the CUP.

38. On November 12, 2024, the Plan Commission granted Kohler's application for a one-year extension of the CUP.

39. On December 16, 2024, Miller paid the filing fee and filed with the BOA a written appeal of the Plan Commission's decision to grant Kohler's application for a one-year extension of the CUP.

40. Miller's written appeal is attached as Exhibit A and is hereby fully incorporated in this complaint by reference.

41. In response to Miller's appeal, Kevin Sampson ("Sampson"), the chairman of the BOA, wrote a letter to Miller, stating that BOA did not have authority to hear Miller's appeal.

42. Sampson's letter is attached as Exhibit B and is hereby fully incorporated in this complaint by reference.

43. Upon information and belief, City Attorney Charles Adams ("Adams") "ghost wrote" the Sampson letter.

44. Adams orally advised the Plan Commission during the November 12, 2024, hearing on Kohler's application for a one-year extension of the CUP.

45. It was inappropriate for Adams to advise both the Plan Commission and the BOA. Because BOA was asked to review a decision of the Plan Commission, Adams should have referred the BOA and Sampson to other legal counsel to respond to Miller's appeal.

**CLAIM FOR RELIEF: COMMON LAW
WRIT OF CERTIORARI AGAINST THE PLAN COMMISSION**

46. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

47. Wisconsin Statute § 62.23(7)(de)5, and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

48. Plaintiffs are not applicants for a conditional use permit and are challenging the actions of the Plan Commission in granting an extension of Kohler's CUP.

49. If there are no specific statutory rules or City of Sheboygan ordinances governing Plaintiffs' challenge of the Plan Commission's actions, Plaintiffs' claims are governed by the common-law writ of certiorari.

50. The CUP had already expired at the time that the Plan Commission ostensibly granted a one-year extension of the CUP, and thus the Plan Commission acted without authority.

51. Additionally, even if the CUP had not expired prior to November 12, 2024, the Plan Commission's decision to grant Kohler's one-year extension of the CUP was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, included the vote of a member who had a conflict of interest due to his employment with Kohler, was not supported by the evidence, and represented the Plan Commission's will and not its judgment.

**FIRST ALTERNATIVE CLAIM FOR RELIEF: STATUTORY
WRIT OF CERTIORARI AGAINST THE BOA**

52. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

53. Wisconsin Statute § 62.23(7)(e) grants boards of appeals broad authority to review the decisions of municipal actors as those decisions apply to a municipality's zoning ordinances.

54. Wisconsin Statute § 62.23(7)(de)5. and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

55. Plaintiffs are not applicants for a conditional use permit and are challenging the authority of granting of a conditional use permit, and thus the BOA has jurisdiction to hear Miller's appeal under the broad statutory grant of authority to BOA pursuant to Wisconsin Statute § 62.23(7)(e).

56. BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

57. Pursuant to Wisconsin Statute § 62.23(7)(e)10.a., the Court has authority to issue a writ of certiorari overturning BOA's decision.

**SECOND ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW
WRIT OF CERTIORARI AGAINST THE BOA**

58. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

59. If the Court finds that Plaintiffs do not have an avenue pursuant to Wisconsin law to seek a writ of certiorari against the BOA, then the common law provides such an avenue.

60. And again, BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was

based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

**THIRD ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW
WRIT OF MANDAMUS AGAINST THE BOA**

61. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

62. Sampson's letter ostensibly denying Miller's appeal was not an actual decision of BOA, as Miller's appeal was not considered by the whole BOA nor was it voted on by the members of BOA.

63. As outlined in this complaint, Miller has a clear legal right to have his appeal heard by BOA because he timely filed the written appeal and paid the mandatory filing fee.

64. Wisconsin state law and City of Sheboygan ordinances create a positive and plain duty on the part of BOA to hear Miller's appeal.

65. If the Court finds that the writ of certiorari is not a proper remedy in this matter, then Plaintiffs will have no adequate remedy, other than a writ of mandamus.

66. Without the granting of the writ of mandamus, Miller will be substantially damaged because he will have not had a chance to have his appeal heard by BOA, an appeal that he is legally entitled to have heard.

WHEREFORE, Plaintiffs Roger G. Miller, Erik A. Thelen, Belle R. Ragins, John E. Ehmann, Kenneth J. Lisberg, Deborah A. Lisberg, Gregory P. Hopkins and Toni J. DeStefano seek judgment against the Defendants as follows:

A. That this Court issue a writ of certiorari against the Plan Commission declaring Kohler's CUP invalid;

B. In the alternative, that this Court issue a writ of certiorari invalidating BOA's decision to deny Miller's appeal and declaring Kohler's CUP invalid;

C. In the alternative, that this Court issue a writ of mandamus ordering BOA to hear

Miller's appeal; and

D. For such other and further relief as the Court may deem just and proper.

Dated this 31st day of January, 2025.

ROHDE DALES LLP

Electronically Signed By

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

Adam Vanderheyden

A Member of the Firm

State Bar No. 1107906

Attorneys for Plaintiffs

kborkenhagen@rohdedales.com

avanderheyden@rohdedales.com

P.O. Address:

909 North 8th Street, Suite 100

Sheboygan, WI 53081

Telephone: (920) 458-5501

Facsimile: (920) 458-5874

December 13, 2024

City of Sheboygan
Building Inspection Department
828 Center Avenue, Unit 208
Sheboygan, WI 53081

Subject: **Application and Petition to City of Sheboygan Board of Appeals to Rescind the One-Year Time Extension Granted to Kohler Company's Conditional Use Permit for a Proposed Golf Course in Section 14, T. 14 N, R 23 E, Sheboygan County, Wisconsin**

Ladies and Gentlemen:

This application and petition requests that the City of Sheboygan Board of Appeals (Board) rescind the one-year time extension recently granted by the City of Sheboygan Plan Commission to the Conditional Use Permit (CUP) that had been issued to Kohler Company for the proposed golf course in Section 14, T 14 N, R 23 E in Sheboygan County. This application is made pursuant to Section 15.912 – Appeals of Zoning Interpretations of the City of Sheboygan Zoning Ordinance, and may be used jointly or severally by any other petitions regarding this issue.

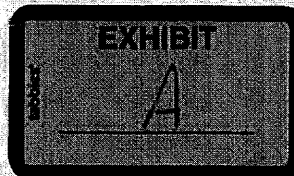
The subject CUP had been issued to Kohler Company on December 15, 2020, approximately four years ago. Section 15.905(9) on page 283 – **Time Limits on Development of Conditional Use**, on page 283 of the Zoning Ordinance, states that:

The start of construction of any and all conditional uses shall be initiated within 365 days of their approval by the Plan Commission and shall be operational within 730 days. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use. Any request for extension of time must be made prior to such revocation. **Kohler's request for time extension is three years too late.**

Because construction has not started, there was no CUP in effect for the Plan Commission to recently extend in time. **The Plan Commission's recent granting of time extension was illegal.**

Additional violations of Zoning Ordinance have been previously identified by petitioner Thelen's June 16, 2021, letter to Mayor Ryan Sorenson as well as verbally by the author during the November 12, 2024, Plan Commission meeting. That was preceded by the author's written comments to the Plan Commission dated December 10, 2020, that were verbally summarized at the December 15, 2020 Plan Commission meeting during which time the subject CUP was approved. Additionally, Pines Bach's December 14, 2020 twenty pages of Written Comments outlined in detail many defects in the CUP application. These documents, as well as Midwest Environmental Advocates December 12, 2020 comments, **comprise Appendix A.**

Kohler Company just recently requested this time extension in order to develop a new Site Plan for the proposed golf course that avoids any filling of wetlands because **nearly six years ago** (on March 15, 2019), the **Wisconsin Division of Hearings and Appeals (DHA) REVERSED Kohler's permit** with DNR to fill 3.7 acres of wetlands (refer to **Appendix B**) **due to the extensive adverse environmental effects that would be caused by the project as a whole.** And DNR's March 31, 2017, **Endangered Resource Review (Appendix C)** identifies some of the species at risk.

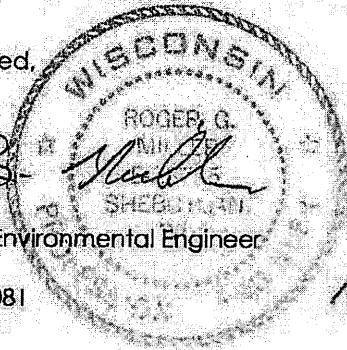


City of Sheboygan
December 13, 2024
Page 2 of 2

This petition also applies to the Board for adjudication regarding the numerous violations of Zoning Ordinance during review and issue of the subject 2020 CUP that will need to be reviewed if Kohler Company applies for a new CUP, or for any other type of development that may be subsequently proposed.

The remainder of this document summarizes information necessary to make an informed decision in response to this application as well as responding to any other parties petitioning on the subject CUP.

Respectfully submitted,



Roger G. Miller, PE, Environmental Engineer
202 Pioneer Road
Sheboygan, WI 53081

12/16/2024

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INTRODUCTION

In addition to identifying the specific portions of the City of Sheboygan Zoning Ordinance that are most pertinent to the proposed golf course project that have been violated, **this petition offers recommendations for appropriate action by the Board.** It also offers more general recommendations to the city on how to **begin applying the Natural Resource Protection Regulations** (Subchapter 15-5) of the Zoning Ordinance relevant to the subject land as well as future projects involving wetlands, woodland, and shorelands, **and not affirm precedent for continuing to set them aside** as has been consistently done throughout the city's involvement with the subject proposed development.

This may also be useful for the Planning Department now and in the future as they're required to interpret the city's Zoning Ordinances and advise the Plan Commission. Further, it briefs City of Sheboygan elected officials, commissioners, and employees on the background of this case so that similar violations of Zoning Ordinance might be avoided in the future. While many people may not realize, Wisconsin Statute Chapter 946.12 makes it clear that it's important to not ignore ordinances because that constitutes official misconduct, which is a Class 1 felony.

Proposed Golf Course Project Description

The development proposed by Kohler Company on the subject land is an 18-hole championship grade golf course. This would become the company's fifth course in the vicinity of Sheboygan which, along with The Bull at Pinehurst Farms nearby, would provide a sixth high grade course in the area. Together with five other courses around Sheboygan that are less challenging and are used by most local golfers, **the proposed development would become the ninth golf course with 18 holes within 6 miles of downtown Sheboygan,** and there are two additional nine-hole courses. Refer to Figure 1 – Golf Courses within 6 miles of Downtown Sheboygan. Appendix D provides additional information on these courses and how the state rates in attracting visiting golfers. **All of these existing local courses were constructed in areas of formerly tilled agricultural land** having predominantly clayey soils and involved few, if any, protected (by state law) wetlands.

In contrast, **the proposed golf course location is comprised of mature mixed deciduous-coniferous forest, river flood fringe wetlands, and isolated wooded wetlands, all of which are Protected Natural Resources under City of Sheboygan Zoning Ordinances.** Refer to Figure 2 – Proposed Golf Course Location. This project came under the jurisdiction of the City of Sheboygan Zoning Ordinances through Kohler's request for annexation of their land along with a substantial portion of the state park (refer to Figure 3).

The 2020 Site Plan for **the proposed golf course covers the eastern 184 acres** of the approximately 247-acre sum of the area of the Tax Key Parcels that are outlined in red in Figure 4 – Tax Key Parcel Map and tabulated below:

Tax Key Number	Area Composition (acres)		
	Wetland	Woodland	Total
59281328015	2.4	60.6	63.0
59281328016	10.2	19.5	29.7
59281328017	2.1	47.4	49.5
59281328018	6.5	71.9	78.4
59281328029	14.2	10.8	25.0
59281328027	0.0	1.3	1.3
	Wetland: 35.4	Woodland: 211.5	246.9 Total
	(10%)	(90%)	

This land has about 3/4's of a mile of Lake Michigan shoreline that is required by City Zoning Ordinance to remain in its "undisturbed state". The project is bounded by state park to the south and Black River and state park to the west, a large lot wooded residential subdivision to the north, and Lake Michigan shoreline to the east (refer to Figure 5 – State Property Map). Figure 6 shows the DNR mapped wetlands in the area, some of which are shown in the 2020 Site Plan to be filled, and woodlands would be clear cut adjacent to the wetlands that remain. The Site Plan also shows filling within the Flood Fringe of the Black River that is mapped in Figure 7, which is not allowable at either state or local levels of regulation.

The Site Plan for the course in the 2020 CUP is provided in Figure 8. It's described by Kohler to be a "minimalist" design that "may require more than 50% clear cut" as mentioned in the project's Environmental Impact Report (EIR). However, the Site Plan indicates approximately 75% "clear cut" of the project's woodland area, which is highlighted in pink on Figure 9 – Annotated 2020 Site Plan.

Kohler advises that the proposed course location is "ideal" because it's near Riverdale Country Club, and admirably compares it to the publicly owned golf course at Peninsula State Park that was started about 100 years ago on previously deforested land. That location is perched high on top of the Niagara Escarpment in an area that contains no wetlands, and its edges are high above the rocky and erosion-resistant shoreline of Green Bay. It has little in common with the proposed course.

Although not shown in the 2020 Site Plans, the Initial Site Plans prepared by Kohler Company had shown quarry stone revetment along about 2/3's of the shoreline in segments along the area marked with dashed black line on Figure 4. Because a revetment of that scale would require an Individual Chapter 30 Permit with DNR and the Army Corps of Engineers, which would be a permitting obstacle in addition to those the golf course project already faced, that issue has been deferred by not showing revetments on subsequent plans. Photos in Appendix E show the extensive revetments along Whistling Straits. In the meantime, several portions of the 2020 Site Plan's course of play are located lakeward of the present Ordinary High Water Mark (O.H.W.M.), extending beyond Kohler's riparian property boundary and onto shoreline that is held in trust by the state.

Because Kohler's permit to fill over 40 small wetlands and some of wetland area comprising the east edge of the flood fringe of the Black River (summing to 3.7 acres) was "REVERSED" in 2019 by the State of Wisconsin Division of Hearings and Appeals (DHA), Kohler recently informed the Plan Commission they will soon provide a revised Site Plan that will avoid filling any wetlands. This plan would need to accommodate the present O.H.W.M., which is at the toe of the erosion scarp caused by the 2016 through 2022 high water level period. However, that is moot for a golf course on the subject land for the reasons described in the next section.

SUMMARY OF ZONING ORDINANCE VIOLATIONS AND BASIS OF APPEAL

In addition to Plan Commission illegally recently extending the CUP for the course, the previous Planning Department staff had violated the portions of the Zoning Ordinance most pertinent to the proposed use and characteristics of the subject land.

Development of a privately owned golf course (defined as *Outdoor Institutional* for which use classifications are cited in **Table 15.204: Land Uses in Permanently Protected Green Space**, page 113 of the Zoning Ordinance) **is not permitted** either by right, Special Use, or Conditional Use. And according to the 2020 Site Plan, **the entirety (100%) of the planned course is Permanently Protected Green Space** consisting of either Wetland, Woodland, or Lakeshore, **none of which are allowed to be disturbed** according to Table 15.204 and Subchapter 15-5. Additionally, all of the land is recharge.

As mandated by Table 15.204 as just described, a golf course on privately owned land is simply not allowable at the subject location. If the land was to be "publicly" owned (in this case by the city), its development could become allowable under CUP, but only if it didn't result in adverse environmental impacts. And that's not physically possible here.

In evaluation of the 2020 CUP application, the **Planning Department's Request for City Plan Commission Consideration** (refer to page 7 of Appendix F) **incorrectly treated the subject land that is privately owned, as public.** Zoning Ordinance affords more latitude for any city owned golf courses that are meant to be closely accessible to residents and economical enough for much of the public to afford.

Subsection (4) Natural Resource and Green Space Regulations and Requirements of Section 15.205 – **Regulations Applicable to All Land Uses** (page 114) requires that: "**All land use and/or development of land shall comply with the regulations and requirements of Subchapter 15-5** (refer to Appendix G), **pertaining to the protection of sensitive natural resources and required green space areas.** Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of health, safety, and general welfare of the residents of the City of Sheboygan and its environs."

The city's **Natural Resource Protection Regulations** (Subchapter 15-5, pages 197 through 206) of the Zoning Ordinance are specifically regulated "overlays" as **Permanently Protected Green Space.** In spite of these overlay requirements being **superior to all other layers of ordinance, the Plan Commission continues to set aside most of Subchapter 15-5** in the course of administering the subject CUP.

In order for the city to come into compliance with applicable zoning ordinances regarding the subject CUP, **each of the following violations outlined below justify and necessitate the Board in rescinding the Plan Commission's November 12, 2024, action to extend its time limit:**

- 1) **Section 15.905(9)** on page 283 - **Time Limits** on the Development of Conditional Use requires that construction shall start within 365 days to start construction, and the use shall be operational within 730 days, neither of which has been met. Because it had always been anticipated by the city and applicant that the project faced a number of permitting hurdles and potential for lawsuits, **in 2020 the Plan Commission should have instructed the applicant to defer application of the CUP until those were all resolved.**
- 2) **Section 15.008(2)** on page 3 – States that "no land shall be developed or used, and no structure erected or maintained in violation of any state or federal regulations". **DNR Wetland Ecologist (Patricia Trochell)** during the Wisconsin Division of Hearings and Appeals (DHA) hearings that resulted in REVERSAL of Kohler's permit to fill some wetlands testified (in Appendix B) that "**the project would not be in compliance with either S. 281.36, Stats. or ch. NR 103, Adm. Code.**"
- 3) **Section 15.306** on pages 183 through 186 - **Detailed Instructions for Density and Intensity Regulations:**

15.306(1) For Both Residential and Nonresidential Development:

(a) **Check Planning Recommendations** for the Subject Property

- 1) Check Comprehensive Plan Recommendations – City of Sheboygan Comprehensive Master Plans **had never anticipated the subject land to be annexed.**

- (b) **Check the Zoning of the Subject Property** – Upon annexation, the Planning Department assigned SR-5 (single family dwellings on lots of at least 6,000 square feet) zoning to the subject land. Although the proposed land use being a **golf course on privately owned land, which is an Outdoor Institutional Use (15.206(3)(d) on page 126), is an allowable Conditional Use In SR-5 zoning, see (c) below.**
- (c) **Complete a Natural Resources Site Evaluation** for the Site (pages 177 through 179): While recognizing 241 acres of the 247 acres of "proposed golf course property" is comprised of floodplain (58 acres), wetlands (6 acres), lakeshore (7 acres), woodlands (170 acres), the Worksheet (Exhibit 8 of the Planning Department's report "**Request for City Plan Commission Consideration**", in Appendix F, "**subtracts portions of natural resources made developable by using approved environmental mitigation techniques**" to provide a conclusion that the Net Developable Area (NDA) for the golf course is 172 acres. However, **the only provision provided by Kohler Company is a proposed payment into DNR's wetland mitigation fund for proposed filling of just 3.7 acres of wetland.** Correspondingly, the arithmetic on this Worksheet should have shown somewhere between 8 and 10 acres of NDA. However, **the entire area of the 2020 Site Plan is Permanently Protected Green Space, providing an actual NDA of 3.7 acres** by a proposed payment into a mitigation fund. But that doesn't make up for elimination of the globally rare interdunal wetlands being filled by this Site Plan. A "**Corrected**" **Site Evaluation Worksheet** tabulating conditions before any mitigation provisions are attributed is included in **Appendix G, Indicating zero NDA.**
- 4) **Section 15.204 (pages 112 and 113, refer to Appendix H) - Table of Land Uses Permitted in Permanently Protected Green Space Areas (page 113) does not allow Conditional Uses for Outdoor Institutional land use, as a golf course on privately owned land is classified, in wetlands, woodlands, or lakeshore. Because these comprise entirety of the subject land, the proposed development was and is not even eligible for any consideration under a CUP, much less meeting the criteria for granting a CUP.**
- 5) **Section 15.205 - Regulations Applicable to All Land Uses, Subsection (4) Natural Resources and Green Space Requirements (page 114, included in Appendix H): "All land use and/or development of land shall comply with all the regulations and requirements under Subchapter 15-5, pertaining to the protection of sensitive natural resources and required green space area. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of the health, safety, and general welfare of the residents of the City of Sheboygan and its environs." The Planning Department's report to the Plan Commission for their consideration in issuing the subject CUP in 2020 functionally set these aside by misrepresenting how the regulations are to be applied.**
- 6) **Subchapter 15-5: Natural Resource Protection Regulations (pages 197 through 206, Appendix G): "The purpose of this Subchapter is to set forth the requirements for the mandatory protection of natural resources and permanently protected green space area within the jurisdiction of this Subchapter to ensure the implementation of the City of Sheboygan Comprehensive Master Plan and State of Wisconsin Statutes 62.231 and 87.30." Refer to Section 15.504 Wetland Overlay Zoning District, 15.505 Lakeshore Overlay Zoning District, 15.507 Woodland Overlay Zoning District, 15.508 Steep Slope Overlay Zoning District, and Section 15.509 Detailed Site Analysis, all of which were set aside by issuing the subject CUP in 2020. The topography and pattern of wetlands, woodlands, and shoreline of the subject parcel is a globally rare and of regional significance and the woods have**

been left undisturbed long enough to have acquired a substantial degree of "old growth" ecologic functionality. **These characteristics fully warrant the degree of specific protection provided by the City of Sheboygan Subsection 15-5 Natural Resource Protection Overlay requirements.** And if not, no land that exists in Sheboygan County, or even the state, does.

- 7) **Section 15.905 Conditional Use Review and Approval** (pages 279 through 284, Appendix I): "The purpose of this Section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed conditional uses." 15.905(d) on page 280: "Under this Chapter, a proposed Conditional Use shall be denied **unless the applicant can demonstrate, to the satisfaction of the City Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole.**" **The applicant has not demonstrated this.** In fact, ecologist testimony in the DHA Reversal documents in detail myriad adverse impacts the proposed construction would have on the site's wetlands as well as the state park lands. To the neglect of this, Kohler's Environmental Impact Report (EIR) for the Site Plan of the proposed golf course that was submitted to the Planning Department (under staff that are no longer present) for their review and recommendation to the Plan Commission admitted there would be "some" adverse impact. Based on the environmental attributes of the subject land as documented in the extensive appendix of the EIR, and my review of the Site Plan and familiarity of the land, it is my opinion as a Professional Environmental Engineer with extensive experience in site and community planning and environmental resource preservation, enhancement, and restoration design that the adverse impacts on the wetlands, woodlands, and shoreland of the subject property would be major. And Section 15.905(1)(d) on page 280 states that "a proposed Conditional Use shall be denied unless the applicant can demonstrate, to the satisfaction of the Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole". The Division of Hearings and Appeals March 15, 2019, record (Appendix B) that Reversed Kohler's permit to fill some wetlands describes in detail the manner and degree of adverse environmental impact that clear cutting the woodlands adjacent to the wetlands would have. Further, "clear cutting" (see page 123) is only allowable under Section 15.206(2) – Agricultural Land Uses (not Outdoor Institutional), and only if it "will improve the level of environmental protection on the subject property". As documented in Appendices A and B, the proposed clear cutting will not improve the level of environmental protection.
- 8) **Section 15.905(11)** on pages 283 and 284 require that "**Modification, alteration, or expansion of any conditional use** in violation as approved per (5)", which is Review by the Plan Commission and Public Hearing, "without approval by the Plan Commission, **shall be grounds for revocation** of said conditional use approval per (8)" (below) – *Termination of an approved Conditional Use*. During the November 12, 2024, Plan Commission meeting, Kohler Company reported that within several months they would be submitting to the Plan Commission a Site Plan that avoids filling any wetlands. Admirable as this may seem, the purpose is to avoid being held up any longer by the state. That's why they requested a time extension of one year of the CUP that had been granted in 2020. **The scattered pattern of the isolated wetlands that the new plan will be intended to avoid filling will require major modification and alteration of the Site Plan** that had been approved by the Plan Commission in 2020. **The Plan Commission's recent granting of time extension in effect approved Carte Blanche that a new Site Plan (which has yet to be seen) meets applicable ordinances,** with the City Attorney instructing the Plan Commission that they must provide Kohler's requested extension. **This circumvents the required certification by the Zoning Administrator attesting that a Site Plan meets all applicable requirements.** Because the Plan Commission cannot legitimately approve something that doesn't yet exist, this by itself is firm basis to revoke the time extension granted by the Plan Commission.

- 9) **Section 15.905(8)** on page 283 – **Termination of an approved Conditional Use:** states that "Any conditional use found not to be in compliance with the terms of this Chapter shall be considered in violation of this Chapter and shall be subject to all applicable procedures and penalties." Violations 1 through 8 above, in combination with Appendices A and B, clearly describe how the subject CUP is not in compliance.

Appealing to the Board and How the Appellants and Others Are Aggrieved

The subject appeal is being brought to the Board primarily by those living closest to the subject land that would be most directly affected by a development that violates applicable zoning ordinances. And from familiarity with the area, the appellants may be more environmentally aware of the adverse effects of habitat destruction and lakeshore encroachment than some urban residents. However, **the proposed project would have broad effects on all of our community and well beyond**, more so than any other case I expect this Board has previously been presented with. Just legally, the decision of this Board in response to this appeal will either:

- A) **Affirm precedence for the future for continuation of setting aside (violating) Subchapter 15-5: Natural Resource Protection Regulations** of the City of Sheboygan Zoning Ordinances, as has persistently been done to date for the subject proposed golf course project, or conversely.
- B) **Require that city administration consistently and correctly apply resource protection "overlay" land use regulations** of the Zoning Ordinance, as mandated by City Common Council legislation.

While the land subject to this appeal has the greatest degree and area of environmental significance of any other tract I've seen over 40 years of environmental engineering practice in this state, the generic subject at hand (of either following zoning ordinances or violating them) is also pertinent to future developments which at some time will include the wooded land the city has for decades owned in Section 10 just south of the city. More importantly, **the pending Board decision on the Kohler-owned land subject to this appeal will affect the community and the state park for many generations to come** in the manner described in more detail in subsequent sections of this report.

The Wisconsin Division of Hearings and Appeals REVERSAL of Kohler's wetland fill permit (**Appendix B**) summarizes the many ways in which the Site Plan for the proposed golf course will have very substantial adverse environmental impacts on the subject land, adjacent lands, and also the region. This includes testimony from DNR wetland ecologist Patricia Trochlell, UW Madison Lecturer Emeritus ecologist Quentin Carpenter, and ornithologist William Mueller. Mueller describes how the 243 bird species known to be present, many of which are Conservation Priority Species, will be adversely affected. **Appendix B is essential reading to understand the magnitude and degree of how the proposed golf course is a wholly unsuitable use**, which is consistent with City of Sheboygan Zoning Ordinances as previously itemized.

The simple question this appeal brings to the Board comes down to: **Did the Plan Commission (PC) recently apply applicable ordinances in their duties, procedures, and requirements under Sections 15.905 through Sections 15.933 in administering the subject project's Conditional Use Permit (CUP)?** Before getting into explanation of that, it's reasonable to first examine a question of: **what matter is it to the City of Sheboygan Board of Appeals to listen to local residents that can't vote in the city?**

City of Sheboygan Zoning Ordinance, Section 15.934(4) answers: "Appeals to the Board of Appeals may be taken by **any person aggrieved** or by any officer, department, board, or bureau of the city of Sheboygan **affected by any decision of the administrative officers.**" Allowing "any

person" to appeal is much broader "standing" than a civil court action requires. This is liberally appropriate for the Board's quasi-judicial role and process that most efficiently resolves zoning issues. The following is a summary of my professional opinion as an environmental engineer of some of the ways that the appellants, as well as other people in this area, are actually aggrieved.

The nature and basis of how the appellants and others are aggrieved, is best described by the legislated basis of the city's regulations that are paramount to the physical characteristics of the land on which the subject golf course is proposed; Subchapter 15-5: Natural Resource Protection Regulations of the Zoning Ordinances. Under Section 15.502 – How to Use this Subchapter; "This Subchapter recognizes the important and diverse benefits which natural resource features provide in terms of protection of the health, safety, and general welfare of the community".

The consequences of the extent and degree of natural resource and habitat destruction that's inherent in clear cutting much of the mature forest covering the subject land will range from **substantial to major**. And the adverse effect on the ecology of adjacent wetlands on the subject land and adjacent state park land will vary by specific location from major to devastating. The adverse effects of massive clear cutting of woodlands adjacent to wetlands that have not been planned to be filled is a major reason why DOA had REVERSED Kohler Company's permit with DNR to fill over forty rare and ecologically valuable small, isolated wetlands totaling 3.7 acres.

Wetlands and Woodlands Work Together

Wetlands lose much of their ecologic function if the adjacent woodlands are disturbed because the species that depend on wetlands at the beginning of their life cycle depend on the woodlands during the adult phase. Extensive clear cutting of the woodlands along the entirety of the extensive wetland perimeters exposes the wetlands to very different physical conditions; including amount of sunlight, micro-climate, and predation of amphibians, which are all adverse impacts.

The adverse environmental impact of clear cutting along both sides of the remaining rare swale wetlands that aren't shown to be filled in the 2020 Site Plan will be ecologically devastating. So even though they can no longer be legally filled, clear cutting adjacent to them will be just as bad. **Appendix J includes some information on some of the species that require woodlands adjacent to wetlands for survival.** Life span for many of the salamanders range from as long as 10 to 25 years.

These ridge and swale wetlands are "areas of special natural resource interest" that warrant rigorous protection from both direct and indirect adverse impacts as provided by enforcement of the City of Sheboygan Natural Resource Protection Regulations. Wetland ecologist Patricia Trochell in her testimony to DHA summarized "floristic integrity is rate high to exceptional", and "the wetlands on the site that would be impacted by the project include hardwood swamp, Great Lakes ridge and swale, southern sedge meadow, alder thicket and interdunal wetlands." Further, "The wetland and upland plant communities on this site are extremely rare and require the specific environment and geographical location the Kohler site provides in order to survive. **The extremely rare intact wetland complex is irreplaceable.** The wetlands rank high to exceptional for functional values and the direct, secondary and cumulative loss of these functional values would be significant."

The record (Appendix B) of DHA's REVERSAL of Kohler's wetland fill permit contains information that is essential reading for the Board members and any other officials in making any decisions regarding the subject CUP or any other proposed development on this land. Decision without that will constitute an action not based on adequate information, similar to the reason DHA revoked the wetland permit that had been issued under political pressure in contrast to very strong recommendation by DNR staff to not issue.



Looking south into the northern edge of the woodlands that would be clear cut to accommodate the proposed golf course.



The proposed golf course site plan shows clear cutting of the woods directly adjacent to both edges (left and right) of the elongated interdunal wetland in the photo center. This would expose the wetland to full sunlight, which would have devastating adverse effects on its ecologic functions.

Woodlands and Air Quality

The effects of extensive clear cutting aren't just ecological. **Forests everywhere on the planet are the primary scrubbers of atmospheric carbon dioxide from the atmosphere as photosynthesis harvests carbon and discharges oxygen.** That's why you feel more energized walking through a forest mid-day to mid-afternoon on a calm summer day. While taking in carbon dioxide, **trees also sequester air pollutants. This is critically important along our lakeshore.**

The reason **Sheboygan County is an ozone "non-attainment"** zone has little to do with the relatively limited local emissions. It's primarily from auto exhaust from the large metro area from Chicago and through Milwaukee channeling along the lakeshore by a "shore breeze" from the southeast (as it appears to us at land elevation) underneath vertical confinement of the gentle westerlies that are common during summer. While sailing far out in the lake on days like that you can often see a tan smudge at low elevation along the entire visible shoreline. **Clear cutting thousands of trees for the proposed golf course at this location is not trivial in terms of local air quality.**

Another attribute of woodlands is **the topsoil that develops over time in temperate climates is a net carbon "sink"**. A golf course that attracts players from around the county and globe, which shifts a substantial amount of fossil carbon to the atmosphere to get them here, in combination with reduction of carbon sequestration on the site they play due to deforestation, is not "carbon friendly". The U.S and China have caused 2/3's of the anthropogenic increase in atmospheric carbon to date. Both continue to do so. And the U.S. expels about 2/3's of that. While we live in relative luxury climate and food security-wise even though we're nearly half the cause of carbon dioxide increase, the adverse effects of this are most exerted on the geographic regions elsewhere that are naturally more climate stressed.

Lakeshore

The sandy shores of Lake Michigan naturally respond dramatically to the large range (six feet vertically) of water level variations (refer to Historic Lake Michigan-Huron Water Levels and the ACOE schematic cross sections in Appendix K), resulting in the position of the calm water level changing as much as 100 yards. Private riparian land ownership ends at Ordinary High Water Mark (O.H.W.M.). The O.H.W.M. *"is the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation or other easily recognized characteristic"*. Appendix K includes the method required by DNR to determine the O.H.W.M at any location.

The 2020 Site Plan that had been approved by the Plan Commission used an O.H.W.M. that was surveyed in 2012 when the water level was at an historic low, with the O.H.W.M. correspondingly being at an easterly extreme. This is why that Site Plan showed some eastern edges of the course of play extending eastward beyond the present O.H.W.M. that developed during the 2016 through 2022 high water period. **This defect in the 2020 Site Plan, as well as some of the other violations of Zoning Ordinance, are summarized in the author's December 10, 2020, Written Public Comment – Conditional Use Permit Application provided to the Plan Commission** included in Appendix A. The correct present position of the O.H.W.M. along the subject shoreline is mapped on Figures 8 and 9.

Beginning in about 1980, DNR's guidance for minimum setback of development from the O.H.W.M. of Lake Michigan was 100 feet to provide a nominal service life of 50 years in consideration of average long term natural shore erosion rates. Soon thereafter all lakeshore counties adopted this in their Shoreland Ordinances, including Sheboygan County. And statutory minima are not optima. In general, capital improvements should be located as far inland from the O.H.W.M. as feasible to avoid having to construct a revetment in the future.

More recently, the 100 feet setback was unadvisedly reduced by the state legislature to 75 feet to match that of inland lakes, which aren't subject to the natural recession of Lake Michigan shores. Accordingly, Section 15.505 - Lakeshore Overlay Zoning District parts (1) and (4) on pages 200 and 201 of the city's Zoning Ordinance requires that "all areas within 75 feet of the ordinary high water mark" "shall remain in an undisturbed state". And the 50 feet setback that applies to the urban areas of the city, as cited by the Planning Department's review of the 2020 Site Plan, is not applicable.

Where revetments become needed to protect structures that have been built too close to the lakeshore, they must be tucked into the toe of the most recent wave erosion scarp so they only go to work during onshore storms during high water levels. The rest of the time, they become buried by dune development.

A better alternative to revetments is "beach nourishment", which is the only method of erosion protection that is sustainable along sandy shorelines of this magnitude. It is substantially less cost than revetments, and can maintain the shoreline in an "undisturbed state" by allowing dune formation. In addition to beach nourishment enhancing the functionality and desirability of any property, the adjacent reaches of shoreline both north and south likewise benefit.

An example of similar scale of beach nourishment is the area where sand dredged from the entrance of Sheboygan's Outer Harbor was deposited along the shoreline to the south which has maintained a wide beach since then. Prior to that, during the 1985-1987 high water period, there was little to no beach, and storm waves washed into the east end of Indiana Avenue. Aerial photos of this area in 1971 through 2022 in Appendix L show how effective beach nourishment can be.

RECOMMENDED BOARD OF APPEALS ACTION

Without the state's wetland fill permit, Kohler's 2020 project Site Plan became obsolete. Consequently, **the present tactic to further pursue construction of the proposed golf course is to avoid filling any wetlands** so the project can no longer be held up by the state. The state NR regulations can only disallow the filling of wetlands, and they don't regulate woodlands. However, the City of Sheboygan Zoning Ordinances do, as previously outlined.

In any case, **not filling any wetlands necessitates development of a new Site Plan**, which Kohler company has said they expect to submit to the Plan Commission in several months. However, **that endeavor is moot because the proposed use of the land as a privately owned golf course is specifically disallowed by municipal ordinance in Permanently Protected Green Space (Wetlands, Woodlands, Shoreline)** that comprise all of the subject land, as previously described.

That's where things presently stand regarding the subject CUP. **This places the issue of whether or not the city will continue to violate its Natural Resource Protection Regulations entirely in the hands of the Board, and nobody else.** This appeal is justified for any one of the reasons outlined in the previous section of this report. These document how **city administration has thoroughly and persistently violated mandatory minimum requirements** of the City of Sheboygan Zoning Ordinance in relation to the subject CUP.

To conform with Zoning Ordinances applicable to the CUP issued to Kohler Company for construction of a proposed golf course, **this petition recommends that the Board of Appeals consider the following actions which amount to no more than requiring the Planning Department and Plan Commission to not violate applicable ordinances:**

- a) Pursuant to Section 15.905(9); **affirm that the subject CUP had automatically become revoked on December 15, 2022**, thus rendering the Plan Commission's action on November 12, 2024, null, void, and moot.
- b) **Affirm that Subchapter 15-5 Natural Resource Protection Regulations are, due to the natural characteristics of the subject and the adjacent land and shoreline, applicable mandatory minimum requirements for any type of land use or development that must go through planning procedures required by applicable provisions of the Zoning Ordinance.** Administration of zoning ordinance for any type of development on it **requires evaluation by qualified ecologists** to determine the necessary habitat protective distances that any land disturbance must be kept away from wetlands, as well as any additional habitat considerations. In this case, this should be retained by the Planning Department in collaboration with the Town of Wilson Plan Commission (because the subject land is entirely surrounded by Town land) but reimbursed by the landowner in accordance with ordinance). This is warranted because the applicant has proven that direct retention by them does not result in an Environmental Impact Report providing objective and actionable quantification of potential adverse environmental impacts of a proposed development.
- c) Pursuant to Section 15.505(4); **affirm that the Lake Michigan shoreline shall remain in its "undisturbed state, except for uses permitted in Section 15.204 per the requirements of Subsection 15.206(10)".** And for this intent and purpose, **no revetments should be constructed.** Revetments can interfere with natural beach and near shore sand bar dynamics throughout the large range (six feet in elevation) of Lake Michigan water levels. **If protection from wave erosion is desired or needed in the future, it should consist only of "beach nourishment" designed and permitted in accordance with DNR and Army Corps of Engineers standards.**

Why These Violations Occurred

Most instances of violation of law occur due to competing values, in this case golf and some income vs the environment and the law. However, the **monetary benefits anticipated from a project are not an aspect of consideration in zoning administration.** That's why there is no mention of it in zoning ordinances. If that was a criterion, there would be no traction for zoning law and therefore no need for zoning ordinances because no owner applies for a permit for a project they expect to be an economic disadvantage. And examination of Kohler's emphasis on the economic impacts of the proposed course reveals it to be a miniscule increase in Sheboygan County's healthily growing \$7 billion gross annual economy, while exerting about a 0.1% increase in demand for labor in an already labor short market. So not only are these factors irrelevant with respect to zoning ordinance administration, they're unsubstantial to slightly negative.

In contrast, **the city's Natural Resource Protection Regulations are mandatory.** This is particularly germane to the subject land that may be the most unique and important tract of relatively undisturbed natural environment that exists in the county, if not the state.

The applicant touts the unobstructed view of the lake for the course's golfers provided by the project's necessary massive clear cutting of the forest. That view can more easily and economically be enjoyed by anyone visiting Kohler-Andrae State Park, or walking along the subject land's shoreline. It doesn't necessitate clear cutting of trees or destruction of natural habitat. Earliest origins of golf date back to the late 1200's on open grounds in Holland, with further development of the game along the east coast of Scotland in the 1500's on grassy dunes that aren't agriculturally productive and were considered "wastelands". Golf is not suited to woodlands, thus the proposed 75% clear cut.

Upon Pete Dye seeing the location of the subject proposed golf course some years ago, he had been quoted as saying something to the effect that this location is a "sandbox to play in"; that is provided you get most of the trees out of the way. Kohler comforts that clear cutting much of the forest will get rid of the profusion of barberry (an invasive ornamental shrub) they've avoided controlling. Young barberry shoots are easily pulled up by gloved hand. Mature bushes require more handwork.

Examination of golf publications and websites reveals little interest beyond just the game and scenic views from courses. However, beauty is in the eye of the beholder. It was reported that some of the young DNR staff that were on site to verify its natural conditions had tears in their eyes upon seeing what would be destroyed. Those were not tears of joy. From an environmental engineering perspective, **clear cutting mature forest to build a golf course is a very poor use of woodland natural resources, not to mention the adverse effects on the wetlands.**

Mankind is perpetrating the greatest rate of mass extinction of plants and animals since a sizable meteor struck the planet just north of the Yucatan peninsula about 65 million years ago. It is the increments of habitat destruction that we are conducting individually and cumulatively that are the cause. The purpose of the Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance is to avoid contributing to that here.

In addition to all of the preceding content of this application, the next section provides some general perspective on habitat destruction **for consideration by the Zoning Administrator as required by Section 15.912(5)** on pages 296 through 297 **to provide a report to the Board summarizing if the appeal is "in conflict with the provisions of the City's Comprehensive Master Plan or Zoning Ordinance"** as relating to the Board's pending consideration of the appeal regarding the Plan Commission's recently granted time extension to the subject CUP.

COMPLEX INTERACTIONS OF HABITAT DESTRUCTION

The Wisconsin Division of Hearings and Appeals' reversal of Kohler's permit to fill some wetlands was based more on the adverse effects of the project's planned clear cutting and bulldozing of mature forest along the extensive edges of the wetlands that remain rather than just the filling of 3.7 acres of rare wetland type. This is because **wetlands lose much of their ecologic function if the adjacent uplands are disturbed** because the life cycle of many amphibian species depends on undisturbed woodlands adjacent to wetlands.

Small wetlands that are shown on the 2020 Site Plan have, by virtue of diminutive size and isolation, unusually high and unique ecologic function. They provide amphibian spawn, egg, and larvae stage habitat free from larger amphibian and fish predation. The small salamanders that inhabit this area live from 5 to 25 years, depending on the species. By day they hide and stay moist under undisturbed forest floor leaf detritus, rotting logs, and rocks, most emerging at night to feed on insects, worms, spiders, and slugs.

Replacing woodlands adjacent to the wetlands with mowed turf has almost as much adverse impact as filling the wetlands. Due to their mostly unseen existence, there's little public awareness of our local salamanders. Appendix J includes excerpts from a book available for purchase in the state park's office that provides some more information on these secretive little critters, as well as a surprising number of different woodland frog species. Some of these are nocturnal and seldom seen.

While small, isolated wetlands surrounded by undisturbed woodlands can have enhanced habitat value, **forest fragmentation by clear cutting wide swaths and leaving small, isolated patches generally has a negative effect on woodland habitat value.** Information on other mammals native to this area is provided by books available for purchase at the state park office or by loan from

Mead Library. Individuals of each species have their own territories, and habitat range and wildlife corridors are important.

Bird species are much more varied than the mammals, amphibians, and reptiles here, considering both year-round residents and migratory species along the lakeshore. Moving on down the food chain, the variety of native habitats provided by the subject land hosts a wide variety of insects, spiders, slugs, worms, and a few types of snails, not to mention many types of plants and fungi comprising the ground floor of the ecosystem. Mostly unseen below are the many sub-microscopic species of "animals" and thousands of microscopic flora and fauna that occupy woodlands. All of these work together, and each part is interdependent, to form the fabric of natural life. **And these woodlands, which have been left undisturbed for approximately 150 years, have developed a substantial portion of "old growth" ecologic value.**

In contrast, **mowed monoculture lawns provide relatively little natural habitat value.** This is why the city has Subsection 15-5 in its Zoning Ordinance. Further, golf course maintenance requires closer cut and more fertilizer and pesticide application than common lawns. This additionally diminishes habitat value. In contrast to clayey soils elsewhere, it not possible to prevent leaching of fertilizer and pesticides into the sandy soils comprising all land east of the Black River, **so some contamination of the shallow ground water table would be inevitable.** There are many reasons why golf courses are required to be under the control of Conditional Use Permits.

THIS PROJECT'S BROADER ISSUES OF LAND USE ADMINISTRATION

I had personally advised the Planning Director at that time of the non-feasibility of a golf course at the subject location some years ago, upon first hearing of public notice of Kohler's impending annexation request. His response was, "It's premature for me to evaluate that because the land is not yet in my jurisdiction." I next asked: "Why assign SR-5 dense residential zoning when the proposed use is a golf course?", to which he responded, "That will give them the greatest flexibility in developing the land." It's not plausible to be unaware of the ordinances that one's department is responsible for administering any more than it's plausible to be unaware that the land is all heavily and contiguously forested. The aerial photos comprising Figures 2 through 7 clearly show that.

Violation of City of Sheboygan's Natural Resource Protection Regulations have occurred on each occasion that any issue relating to the Conditional Use Permit (CUP) for the proposed golf course has come before city administration since the application for the proposed golf course project was submitted by Kohler Company to the city in 2020. This bias of seeing fit to violate ordinances was predisposed by the annexation initiative and agreement between Kohler Company and the city in 2017.

Kohler's purpose for annexation was to bring the golf course into the zoning administration jurisdiction of the city even though the city's very thorough, thoughtful, and detailed specific *Natural Resource Protection Regulations* functionally preclude any feasibility of the proposed project as has been explained herein. These ordinances set much greater restriction on the subject land than it was subject to while in the Town of Wilson. **So the basis for Kohler Company's request for annexation was confidence in the city setting aside applicable ordinances. While this has been a reliable assumption to date, it has been in violation of law.**

The Mayor and Planning Director at the time Kohler Company approached the city responded by concertedly promoting what they perceived as very expansive potential for additional annexations. This, and Kohler's project, were apparently considered to be more important than local land use law, particularly **the Natural Resource Protection Regulations which are most germane to municipal expansions onto undeveloped land.**

It will be in the public interest for the present remaining and any new Planning Department staff, the Plan Commission, as well as the present and any future mayors, **to chart a course for lawful administration of Zoning Ordinance.**

CLOSURE

From having analyzed and designed many dozens of projects, both large and small, throughout and around the City of Sheboygan and hundreds throughout the eastern half of the state, I advise that **there has not been in the past, and there will not be in the future, a more important need for due diligence administration of the City of Sheboygan Natural Resource Protection Regulations** than the issue herein presented to the Board.

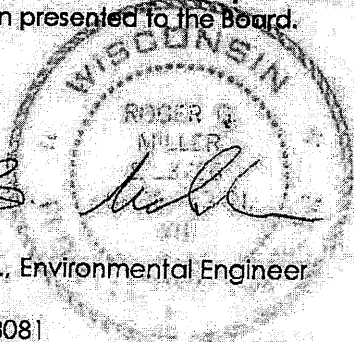
Sincerely,



Roger G. Miller

Roger G. Miller, P.E., Environmental Engineer
202 Pioneer Road
Sheboygan, WI 53081

12/16/2024



LIST OF APPENDICES

Figures 1 through 9:

- Figure 1: Golf Courses within 6 Miles of Downtown Sheboygan
 - Figure 2: Proposed Golf Course Location
 - Figure 3: Annexation
 - Figure 4: Tax Key Parcel Map
 - Figure 5: State Property Map
 - Figure 6: DNR Mapped Wetlands Map
 - Figure 7: Flood Fringe Map
 - Figure 8: 2020 Site Plan
 - Figure 9: Annotated 2020 Site Plan
- A) Prior Comments During CUP Process Reciting Violations
 - B) Wisconsin Division of Hearings and Appeals 3-15-2019 REVERSAL of DNR Wetland Fill Permit, including ecologist testimony.
 - C) DNR 3/31/2017 Endangered Resources Review
 - D) Information on other golf courses and Wisconsin status as a golfing destination
 - E) Whistling Straits shoreline photos
 - F) 12-11-2020 Planning Department Request for City Plan Commission Consideration, and Kohler Company CUP application
 - G) Subchapter 15-5: Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance
 - H) Pertinent excerpts of the City of Sheboygan Zoning Ordinance:
 - Section 15.008(2) Application (pg 3), "no land shall be developed in violation of state law"
 - Table 15.204 Land Uses Permitted in Permanently Protected Green Space (pg 113)
 - 15.205(4) Regulations Applicable to Natural Resources and Green space (pg 114)
 - 15.206 Selective and Clear Cutting only a Conditional Use in Agricultural (pg 122)
 - 15.206(3) Active Outdoor Public Recreational and Outdoor Institutional (pg 124-126)
 - 15.206(8) Filling not allowed in Permanently Protected Green Space (pg 160)
 - 15.206(10)(d) Natural Resource Disruption and Required Mitigation (pg 169-170)
 - 15.908 Site Plan Review and Approval (pg 286-291)
 - 15.912 Appeals of Zoning Interpretation (pg 296-298)
 - 15.931 Purpose of Administrative Regulations (pg 326-327)
 - 15.934 Zoning Board of Appeals (pg 328-332)
 - I) Section 15.905: Conditional Use Review and Approval of the City of Sheboygan Zoning Ordinance
 - J) Excerpts from Reptiles & Amphibians Field Guide
 - K) Lake Michigan Water Levels, ACOE shore cross section schematics, and OHWM
 - L) Aerial Photos of Beach Nourishment



January 3, 2025

Roger Miller
202 Pioneer Road
Sheboygan, WI 53081

Dear Mr. Miller:

I serve as the chair of the City of Sheboygan's zoning board of appeals. As such, I work with staff to set meetings of the Board and create the agendas for those meetings. The Board's authority, set forth in § 105-1011(a), Sheboygan Municipal Code ("Code"), is to review and determine all matters relating to requested variances from the provisions of the city's zoning ordinance or appeals regarding an interpretation of the zoning administrator of the zoning ordinance.

On December 16, 2024, the City received an appeal from you of the November 12, 2024, decision by the Sheboygan Plan Commission to grant an extension of a Conditional Use Permit to the Kohler Property for its property located on the south side of Sheboygan near Lake Michigan and Kohler-Andrae State Park. I have consulted with legal counsel for the City in determining the appropriate procedural response to your appeal.

You describe your appeal as being pursuant to Section 15.912 of the City of Sheboygan Zoning Ordinance. No such ordinance presently exists, but I suspect you are referring to § 105-1003, Code, which descends from the former 15.912.

The code section to which you refer relates to appeals of zoning interpretations by the zoning administrator, who is the person the City authorizes to make administrative decisions under its zoning ordinance.

The matter to which your appeal refers was not decided by the zoning administrator or any other administrative official. Conditional use permits are governed by Wis Stat. § 62.23(7)(de) and § 105-998, Code. The provisions of those laws do not authorize a zoning board of appeals to hear appeals related to conditional use permits. Rather, they provide that such appeals are made to the circuit court by certiorari. (See Wis Stat. § 62.23(7)(de)(5) and § 105-998(n), Code.) The appeal process parallels the appeal process for matters heard by the zoning board of appeals.

As such, the zoning board of appeals does not have the authority to hear your appeal and I will not be placing it on the agenda for hearing. Your proper appeal should have been to file a certiorari petition with the circuit court.

Thank you for your concern for the City.

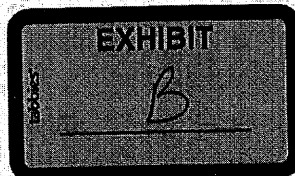
Sincerely,

Kevin Sampson
Chair, Zoning Board of Appeals
828 Center Ave., Suite 308
Sheboygan, WI 53081

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

828 Center Avenue
Sheboygan, WI 53081

cc: Roger Miller - miller.r@city.sheboygan.wi.us



FILED
01-31-2025

Item 16.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Roger G Miller et al vs. City of Sheboygan Plan
Commission et al

Electronic Filing
Notice

Sheboygan County
Clerk of Circuit Court
2025CV000072
Honorable Rebecca L.
Persick
Branch 4

Case No. 2025CV000072
Class Code: Petition for Writ of Mandamus

CITY OF SHEBOYGAN PLAN COMMISSION
828 CENTER AVE.
SHEBOYGAN WI 53081

Case number 2025CV000072 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 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: 889100

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: February 3, 2025

**CITY OF SHEBOYGAN
R. O. 119-24-25**

BY CITY CLERK.

MARCH 3, 2025.

Submitting a license application.

CLASS "B" BEER LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3715	Sheboygan Lake Hospitality LLC (La Quinta Inn Sheboygan)	2932 Kohler Memorial Drive

CITY OF SHEBOYGAN

R. O. 121-24-25

BY CITY CLERK.

MARCH 3, 2025.

Submitting a claim from State Farm for alleged damages to a vehicle owned by one of their insured drivers.



CITY OF SHEBOYGAN

NOTICE OF DAMAGE OR INJURY

Instructions:

- Complete all applicable information on this form.
- Notice of death and/or injury to persons or to property must be filed not later than 120 days after the occurrence.
- Attach and sign additional supportive sheets, if necessary.
 - o Note: Two estimates must be attached if you are claiming damage to a vehicle.
- This notice form must be signed and filed with the Office of the City Clerk at 828 Center Ave., Sheboygan, WI or submitted via email to Meredith.DeBruin@sheboyganwi.gov.

Claimant Information

Name of Claimant: State Farm

Home Address of Claimant: PO Box 52250 Phoenix AZ 85072

Home Phone Number of Claimant: 855-341-8184

Name and Address of Other Person(s) Injured (if applicable): _____

Occurrence Information

Date and Time of Day Damage or Injury Occurred: 12/11/2024 08:30 AM

Full Description of Where Damage or Injury Occurred: Gorham St and Bassett, Madison, WI

Full Description of How Damage or Injury Occurred: Nancy was travelling in the far left lane on a three lane road. Ryan was in the center lane. Ryan turned left/merged into the lane Nancy occupied. Ryan's vehicle collided with Nancy's vehicle.

Liability Information

If the basis of liability is alleged to be an act or omission of a City Officer or Employee, complete the following:

- Name of Officer or Employee (if known): Ryan Sorenson
- Claimant's Statement of the basis of such liability: Ryan merged into Nancy's lane hitting Nancy's vehicle

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

- Public Property alleged to be dangerous: _____
- Claimant's Statement of the basis of such liability: _____

Give a description of the injury, property damage, and/or loss so far as is known at this time:
2024 Mercedes Benz GLE 350 - PS Door(s), PS Quarter Panel, Wheel/Rim

Monetary Estimate Information

Fill out the following applicable information You are not bound by the amounts provided:

- Auto: \$ 21,315.30
- Property: \$ _____
- Personal Injury: \$ _____
- Other: \$ _____
 - o If other, please specify: _____

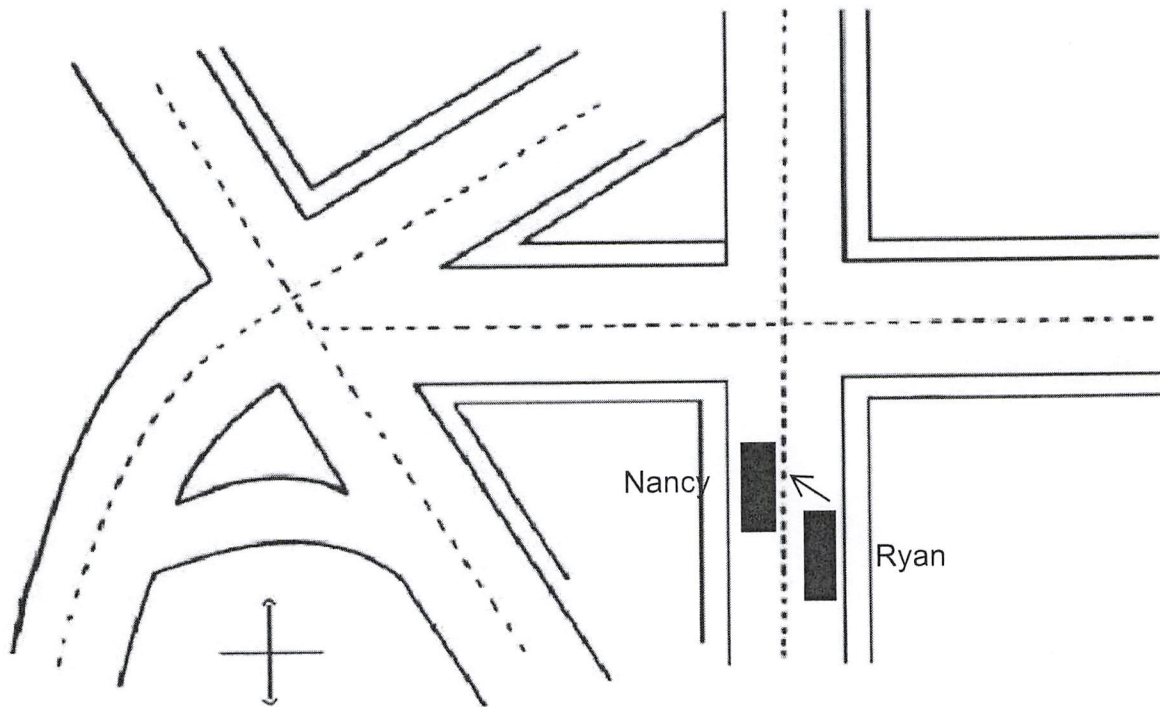
Two estimates must be attached if you are claiming damage to a vehicle. Complete the following section (if applicable):

- Vehicle Make: Mercedes Benz
- Vehicle Model: GLE 350
- Year of Vehicle: 2024
- Mileage of Vehicle: 19343
- Name and addresses of witnesses, doctors, and/or hospitals: _____

Accident Information

For all accident notices, complete the following diagram in detail. Be sure to include names of all streets, house numbers, location of individuals/witnesses, and location of vehicles. Indicate which are City-owned vehicles (if applicable) and which is the claimant's vehicle.

Note: If the diagram below does not fit the situation, attach a proper diagram to this notice and add your signature for verification.



Additional Information

Please include copies of all bills, invoices, and/or estimates. Attach and sign additional supportive sheets, if necessary.

- Reminder: Two estimates must be attached if you are claiming damage to a vehicle.

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury form. The claim is for relief in the form of money damages in the total amount of \$ 21315.30

Certify and Sign

By submitting this claim form, I certify that all information provided is accurate, complete, and truthful to the best of my knowledge. I understand that submitting false or misleading information, including but not limited to false claims of loss or injury, is a criminal offense (Wisconsin Statutes 943.395) and may result in legal action, including penalties, fines, and/or imprisonment. I acknowledge that I may be required to repay any benefits obtained through fraudulent claims and that my actions may result in the denial of this claim and future claims.

Megan
Sample

Digitally signed by Megan
Sample
Date: 2025.02.27 13:45:35
-06'00'

Claimant Signature: _____ Date: _____

Claimant Address: PO Box 52250 Phoenix AZ 85072

To Be Completed by the City of Sheboygan

Date Received: 2/27/2025

Received By: Melissa Cwenger

Claim Number: 19-24

State Farm claim # 49-7726-39

**CITY OF SHEBOYGAN
RESOLUTION 178-24-25**

BY ALDERPERSONS BELANGER AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION approving the General Development Plan and Specific Implementation Plan submitted by Jake Buswell for construction of Jakum Hall Apartments on parcel nos. 59281718350 and 59281712930 within a Planned Unit Development (PUD) zone.

WHEREAS, Jake Buswell submitted a Planned Unit Development General Development Plan (GDP) for construction of the new Jakum Hall Apartments on parcel nos. 59281718350 and 59281712930, a copy of which is attached; and

WHEREAS, the packet submitted by Jake Buswell included the required application fee and all items required pursuant to Sheboygan Municipal Code § 105-1005(e)(3); and

WHEREAS, the plan commission held a public hearing concerning the proposed PUD-GDP designation after publication of a Class II legal notice in accordance with Chapter 985 of the Wisconsin Statutes, listing the time and place, and brief description of the PUD; and

WHEREAS, following the public hearing, the plan commission voted to recommend to the common council that the GDP be approved as presented; and

WHEREAS, the common council has held a public hearing concerning the proposed PUD-GDP designation after publication of a Class II legal notice in accordance with Chapter 985 of the Wisconsin Statutes, listing the time and place, and brief description of the PUD; and

WHEREAS, the common council has carefully considered the plan commission's recommendations and any comments at the public hearing it held; and

WHEREAS, in addition to the GDP, Jake Buswell submitted to the plan commission an application for a proposed Specific Implementation Plan (SIP), a copy of which is attached; and

WHEREAS, the SIP application included the required application fee and all items required pursuant to Sheboygan Municipal Code § 105-1005(e)(4); and

WHEREAS, the plan commission voted to recommend to the common council that the SIP be approved subject to the following conditions:

1. Prior to building permit issuance, the applicant shall obtain all licenses/permits as well as meet all required codes including but not limited to building, plumbing, electrical, HVAC, fire, water, sewer, storm drainage, health, etc. (Applicant shall be in contact with building inspection, fire, police, etc.). An occupancy permit will be granted only at such time as the applicant has met all requirements.

2. Submittal and approval of a proposed storm drainage plan prior to building permit issuance.
3. Dumpster enclosure shall be completed prior to issuance of an occupancy permit for the buildings to be occupied.
4. Outdoor storage of materials, products or equipment shall be prohibited.
5. All ground level and rooftop mechanicals shall be screened and/or enclosed and constructed of like materials and colors of the facility (HVAC equipment, etc.).
6. All areas used for parking/maneuvering of vehicles shall be paved.
7. All areas that are not required to be paved shall be landscaped with grass and/or approved landscaping.
8. Any new ingress/egress driveway openings and any drives to be closed or modified shall be improved to standard City specifications.
9. Any work within City of Sheboygan Public rights-of-way shall be discussed with the City Engineering Department and constructed to standard City specifications (including, but not limited to, new and old ingress/egress driveway openings, curb, gutter, sidewalk, pavement, utilities, street trees, etc.).
10. Applicant will provide adequate public access along all streets and sidewalks and will take all appropriate actions to minimize the time period that adjacent properties and streets/sidewalks are impacted by the development (utilities, streets, etc.).
11. Applicant shall immediately clean any and all sediments, materials, tracking, etc. that may be spilled off-site on private or public lands and streets.
12. Streets and infrastructure damaged and/or disturbed during construction of all private and/or public improvements shall be promptly repaired by the applicant.
13. Absolutely no portion of the new building and/or site improvements shall cross the property lines including but not limited to buildings, balconies, decks, foundations, walls, gutters, eaves, roof, parking, fencing/retaining walls, signs, landscaping, art, etc.
14. Applicant is responsible for working with all private and public utilities in order to adequately service this development (applicant will need to provide the necessary easements and/or relocate utilities as necessary).
15. City Development staff will issue a building permit only if the applicant has adequately satisfied all concerns related to the Sheboygan Fire Department, including but not limited to fire lane access at the site, sprinkler systems, hydrants, water pressures, etc.
16. Owner/Developer is responsible for installation of the entire approved landscape plan. If the owner/developer elects to amend the landscape plan in any fashion, the owner/developer shall resubmit an amended plan to Department of City Planning & Development for approval.
17. Plantings located around all ingress/egress of the site shall be maintained to not interfere with vehicular/pedestrian traffic.
18. Plantings located by light poles should be maintained to keep areas well lite.
19. The Department of Planning & Development must inspect the landscaping. Failure to comply with any of the above conditions may require the removal and replanting of plants.
20. All plantings will need to be maintained per Section 105-894(b) Maintenance.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the GDP submitted by Jake Buswell for construction of Jakum Hall Apartments on parcel nos. 59281718350 and 59281712930 within a PUD zone and directs that the PUD boundaries be shown on the city’s zoning map.

BE IT FURTHER RESOLVED: That the Common Council hereby approves the SIP submitted by Jake Buswell for the same property subject to the conditions imposed by the plan commission, noting that, pursuant to Code, all portions of an approved SIP not fully developed within five years of final common council approval shall expire, and no additional PUD-based development shall be permitted unless the common council extends the five-year period by up to five additional years via a majority vote following a public hearing.

BE IT FURTHER RESOLVED: That Common Council approval is made contingent upon the conditions and restrictions contained in Sheboygan Municipal Code § 105-1005(f)(3).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan



1 ELEVATION - WEST
AC201/ 1/8" = 1'-0"



2 ELEVATION - NORTH
AC201/ 1/8" = 1'-0"

PROJECT TITLE
**Jakum Site
Redevelopment**

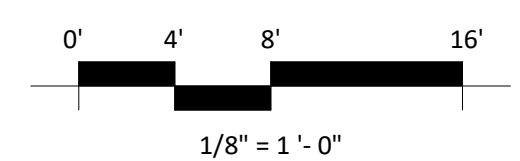
N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
**Exterior
Elevations**

SHEET NUMBER

AC201

PROJECT NUMBER
2427

EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
03	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
04	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE
05	STONE VENEER	HALQUIST STONE	BEAVER CREEK CASTLE
06	CAST STONE	ROCKCAST	CHARLOTTE TAN
07	GABLE DETAIL	TBD	WOOD COLOR - TBD
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	GARAGE DOOR	TBD	COBBLESTONE MATCH
10	COMPOSITE WINDOWS	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTED	WEATHERED WOOD





1 ELEVATION - EAST
AC202 1/8" = 1'-0"



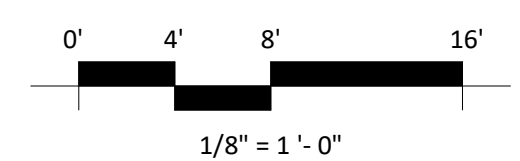
2 ELEVATION - SOUTH
AC202 1/8" = 1'-0"

PROJECT TITLE
**Jakum Site
Redevelopment**

N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
**Exterior
Elevations**

SHEET NUMBER
AC202
PROJECT NUMBER
2427

EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
03	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
04	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE
05	STONE VENEER	HALQUIST STONE	BEAVER CREEK CASTLE
06	CAST STONE	ROCKCAST	CHARLOTTE TAN
07	GABLE DETAIL	TBD	WOOD COLOR - TBD
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	GARAGE DOOR	TBD	COBBLESTONE MATCH
10	COMPOSITE WINDOWS	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTED	WEATHERED WOOD



KEY PLAN

ISSUED FOR
REVIEW - January 17, 2025



1 COLORED ELEVATION - WEST
AC203/ 1/8" = 1'-0"



2 COLORED ELEVATION - NORTH
AC203/ 1/8" = 1'-0"

PROJECT TITLE
**Jakum Site
Redevelopment**

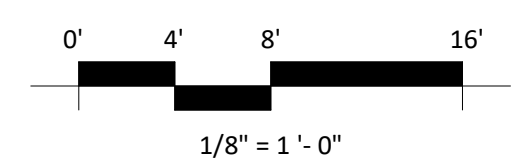
N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
**Exterior
Elevations Colored**

SHEET NUMBER

AC203

PROJECT NUMBER
2427

EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
03	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
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09	GARAGE DOOR	TBD	COBBLESTONE MATCH
10	COMPOSITE WINDOWS	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTED	WEATHERED WOOD





1 COLORED ELEVATION - EAST
AC204 1/8" = 1'-0"



2 COLORED ELEVATION - SOUTH
AC204 1/8" = 1'-0"

PROJECT TITLE
Jakum Site
Redevelopment

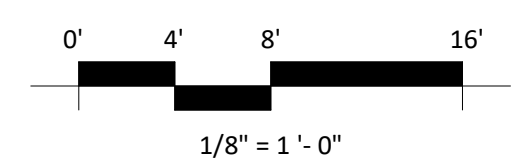
N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
Exterior
Elevations Colored

SHEET NUMBER

AC204

PROJECT NUMBER
2427

EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
03	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
04	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE
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09	GARAGE DOOR	TBD	COBBLESTONE MATCH
10	COMPOSITE WINDOWS	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTED	WEATHERED WOOD





1 CITY ELEVATION - SOUTH
AC201 1/8" = 1'-0"

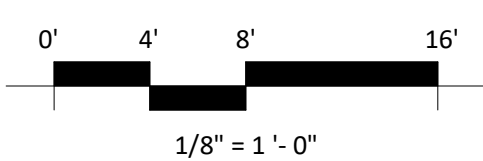


2 CITY ELEVATION - WEST
AC201 1/8" = 1'-0"

PROJECT TITLE
**Jakum Site
Redevelopment**

N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
**Exterior
Elevations**

SHEET NUMBER
AC201
PROJECT NUMBER
2427



EXTERIOR MATERIAL SCHEDULE			
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10	COMPOSITE WINDOW	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTEEED	WEATHERED WOOD



1 CITY ELEVATION - NORTH
AC202 1/8" = 1'-0"



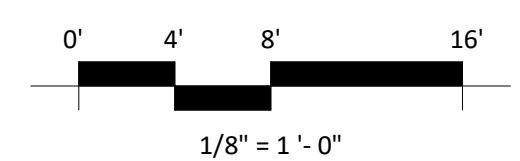
2 CITY ELEVATION - EAST
AC202 1/8" = 1'-0"

PROJECT TITLE
**Jakum Site
Redevelopment**

N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
**Exterior
Elevations**

SHEET NUMBER
AC202
PROJECT NUMBER
2427

EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
03	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
04	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE
05	STONE VENEER	HALQUIST	BEAVER CREEK CASTLE
06	CAST STONE	ROCKCAST	CHARLOTTE TAN
07	GABLE DETAIL	TBD	WOOD COLOR - TBD
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	GARAGE DOOR	TBD	COBBLESTONE MATCH
10	COMPOSITE WINDOW	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTED	WEATHERED WOOD





1 COLORED CITY ELEVATION - SOUTH
AC203 1/8" = 1'-0"



2 COLORED CITY ELEVATION - WEST
AC203 1/8" = 1'-0"

PROJECT TITLE
**Jakum Site
Redevelopment**

N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
**Exterior
Elevations Colored**

SHEET NUMBER
AC203
PROJECT NUMBER
2427

EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
03	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
04	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE
05	STONE VENEER	HALQUIST	BEAVER CREEK CASTLE
06	CAST STONE	ROCKCAST	CHARLOTTE TAN
07	GABLE DETAIL	TBD	WOOD COLOR - TBD
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	GARAGE DOOR	TBD	COBBLESTONE MATCH
10	COMPOSITE WINDOW	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTEEED	WEATHERED WOOD



KEY PLAN



1 COLORED CITY ELEVATION - NORTH
AC204/ 1/8" = 1'-0"



2 COLORED CITY ELEVATION - EAST
AC204/ 1/8" = 1'-0"

PROJECT TITLE
**Jakum Site
Redevelopment**

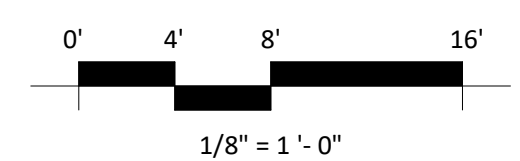
N 15th St & Luedke Ct,
Sheboygan, Wisconsin
SHEET TITLE
**Exterior
Elevations Colored**

SHEET NUMBER

AC204

PROJECT NUMBER
2427

EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
03	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
04	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE
05	STONE VENEER	HALQUIST	BEAVER CREEK CASTLE
06	CAST STONE	ROCKCAST	CHARLOTTE TAN
07	GABLE DETAIL	TBD	WOOD COLOR - TBD
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	GARAGE DOOR	TBD	COBBLESTONE MATCH
10	COMPOSITE WINDOW	ANDERSEN	SANDSTONE
11	ROOF SHINGLES	CERTAINTED	WEATHERED WOOD





Concept Image



Concept Image



Concept Image



Concept Image



knothe • bruce
ARCHITECTS

Phone: 8401 Greenway Blvd., Suite 900
608.836.3690 Middleton, WI 53562

Dwelling Unit Mix:	
One Bedroom Townhome	11
Two Bedroom Townhome	11
Three Bedroom Townhome	11
Total Dwelling Units	33
Accessibility:	
ANSI Type A Units	1
ANSI Type B Units	10
Multi-level Units	22
Vehicle Parking Stalls:	
Garage	22
Surface	22
Total	44
Including 2 ADA Van Stalls	

ISSUED
Issued for Review - October 31, 2024
Issued for Review - January 18, 2025

PROJECT TITLE
**Jakum Site
Redevelopment**

**Red Earth
Development**

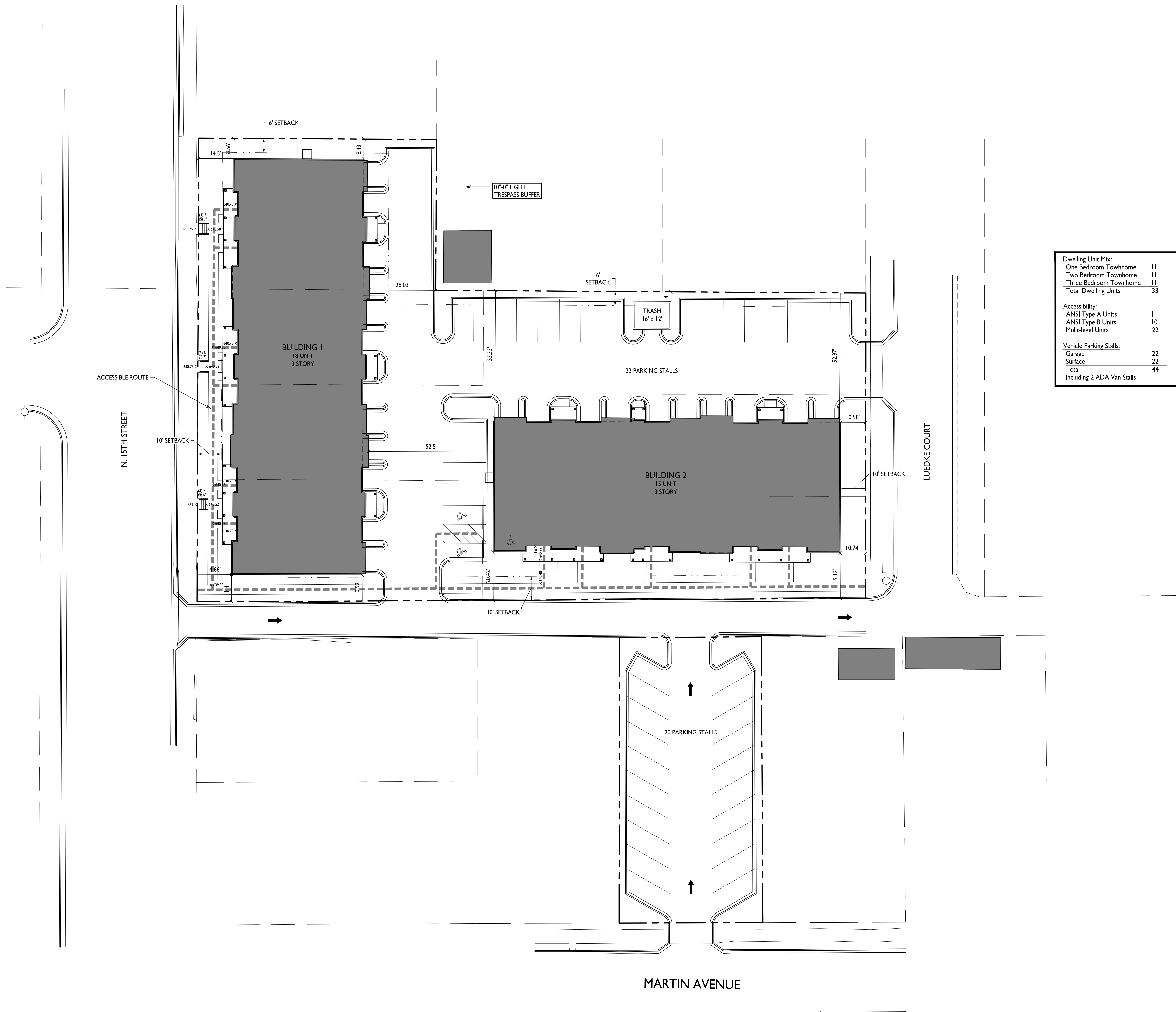
N 15th St & Luedke Ct
Sheboygan, Wisconsin
SHEET TITLE
**Architectural
Site Plan**

SHEET NUMBER

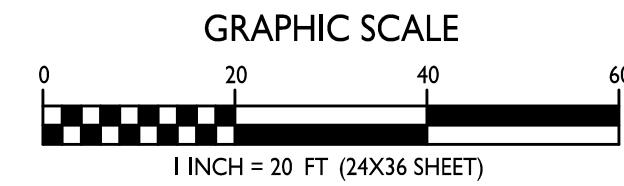
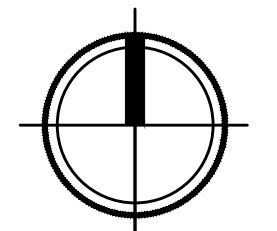
C-1.1

PROJECT NO. **2427**

© Knothe & Bruce Architects, LLC 162



ARCHITECTURAL SITE PLAN
C-1.1 1" = 20'-0"



**CITY OF SHEBOYGAN
RESOLUTION 180-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION authorizing the purchase of Parcel No. 59281106170, located adjacent to Ontario Avenue, from the Sheboygan Area School District for future use by the City.

WHEREAS, suspension of the rules is appropriate in order to meet the binding acceptance deadline of March 7, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Vacant Land Offer to Sell between the City of Sheboygan and the Sheboygan Area School District, thereby authorizing the purchase of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

WB-13 VACANT LAND OFFER TO SELL

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ February 10, 2025 ~~[DATE] IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Seller Sheboygan Area School District
4 offers to Sell the Property known as Parcel No. 59281106170

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Sheboygan, County
8 of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is sixty-Three Thousand
10 _____ Dollars (\$ 63,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: none other.

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**
27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Seller
29 on or before March 7, 2025

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on _____ or before April 15, 2025

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically

48 or personally delivered within 10 days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as title company
50 selected by Seller) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: § 709.02
 87 Disclosures. *The owner of the property shall furnish, not later than 10 days after acceptance of a contract for sale, *to
 88 the prospective buyer of the property a complete copy of the report. *A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale, *by
 90 delivering a written notice of rescission to the owner or the owner's agent. *Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (see 10-15) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____ which was received by Buyer prior to Buyer
 97 signing this Offer and that _____ made _____ part of this Offer by **STRIKE AS APPLICABLE**

98 _____
 99 _____
 100 _____

101 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**
 102 "Conditions Affecting the Property or Transaction" are defined to include:

- 103 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property
- 104 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 105 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 106 c. Brownfields, abandoned sites, or other uses, conditions, or activities that may be subject to environmental (or any other)
 107 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 108 Environmental Cleanup Fund Act (PECEFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 109 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 110 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 111 foundations or waste material, any type of fill, dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 112 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 113 laws regarding such disposal, high groundwater, and other soil conditions, such as low load bearing capacity, and soil
 114 movement, settling, upheavals, or slides, excessive rock or rock formations, or other soil problems.
- 115 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 116 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
- 117 hazardous or toxic substances on the Property for high voltage electric (100 KV or greater) or steel natural gas transmission
- 118 lines located on or in or directly serving the Property. * * * * *
- 119 g. Defects caused by unsafe concentrations of unsafe conditions relating to, for the storage of hazardous or toxic
- 120 substances on the Property. * * * * *
- 121 h. The Property is served by a joint well. Defects related to a joint well serving the Property or defects as well as the
- 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
- 123 nitrate, or any out-of-service wells or cisterns that are required to be abandoned (see S. NR. 812.26, Wis. Adm. Code) but
- 124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property, or any out-of-service septic
- 126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
- 128 combustible liquids including but not limited to gasoline or heating oil, or tanks in the underground or aboveground fuel
- 129 storage tanks not previously located on the Property. Defects in underground or aboveground fuel storage tanks may
- 130 include items such as abandoned tanks not closed in accordance with applicable local, state and federal laws, leakage or
- 131 corrosion, or failure to meet operating standards. The owner, by law, may have to register the tanks with the Department
- 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
- 133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property. * * * * *
- 135 l. Notice of property tax increases, other than normal annual increases or pending Property tax reassessment,
- 136 remodeling that may increase the Property's assessed value, pending special assessments for Property within a special
- 137 purpose district, such as a drainage district, that has authority to impose assessments on the property. * * * * *
- 138 m. Proposed plan, or non-funded public improvements or public construction projects that as a result of such
- 139 assessments or that may otherwise materially affect the Property or the use of the Property, or any subdivision
- 140 involving the Property without required state or local permits. * * * * *
- 141 n. The Property is part of or subject to a subdivision homeowners' association, or the Property is not a condominium unit
- 142 and there are common areas associated with the Property that are co-owned with others. * * * * *
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
- 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
- 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
- 146 obligates the property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
- 147 county. * * * * *
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
- 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
- 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
- 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
- 152 to protect the natural habitat of fish, wildlife, plants or a similar ecosystem, preserve areas for scientific, educational or
- 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property, or other than public rights-of-
- 154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
- 155 other than recorded utility easements. * * * * *
- 156 q. All or part of the Property has been assessed as agricultural land, has been assessed as use value assessment
- 157 conversion charge, or payment of use value assessment or excise tax that has been deducted. * * * * *
- 158 r. All or part of the Property is subject to enrollment in or in violation of a farmland preservation agreement, a State Open
- 159 Land Managed Forest Law, the Conservation Reserve Program, or a comparable program. * * * * *
- 160 s. A dam is totally or partially located on the Property, or an ownership interest in a dam not located on the Property will
- 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
- 162 similar group of which the Property owner is a member. * * * * *
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
- 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
- 165 partially located on or overlapping on land belonging to another, such as window limitation fences, moats, gates, gates,
- 166 driveways, gardens and landscaping. Encumbrances include window limitation right of egress or a right of egress to a portion of
- 167 the Property or to the use of the Property, such as joint driveway, easements, and leases. * * * * *
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
- 169 existing condition. * * * * *
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
- 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide. * * * * *
- 173 x. Significant odor, noise, water diversion, water intrusion, or other nuisances emanating from neighboring property. * * * * *
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; disease or dying trees or
- 175 shrubs, or substantial injuries or disease to livestock on the property or neighboring property. * * * * *
- 176 z. Animal noise or other insect infestations, drainage easement, or grading problems excessive within or on the
- 177 defect or material condition. * * * * *

178 ~~aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.~~
 179 ~~bb. Owners a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).~~
 180 ~~cc. Other deeds affecting the Property such as any agreement that binds or binds over the property and a~~
 181 ~~lease agreement or an extension of credit from an electric cooperative.~~
 182 ~~*****~~

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
 194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____
253 _____

254 _____ [insert proposed use
255 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
256 purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE** :

277 electricity _____ ; gas _____ ; sewer _____ ;
278 water _____ ; telephone _____ ; cable _____ ;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____

294 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
 319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
 332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
 340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
 344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 ~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT:** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:~~

- 405 ~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or~~
- 407 ~~(2) _____~~

408 ~~_____ specifically documenting Buyer's agreement to deliver to Seller
409 _____~~

409 ~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, and does not grant
414 access for an appraisal to constitute a financing commitment contingency. _____~~

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____ (name other contingencies, if any); and
- 447
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA** :
472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) **NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.**

475 Current assessment times current mill rate (current means as of the date of closing).
476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
478 _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
480 substantially different than the amount used for proration especially in transactions involving new construction,
481 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local
482 assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, ~~present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land~~
494 ~~Disclosure Report and in this Offer~~, general taxes levied in the year of closing and none.

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Buyer shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. Buyer shall lease ten (10) parking spaces to
656 Seller located at Parcel No. 59281107180, at no cost to Seller, for an initial term of 20
657 years, pursuant to a separate Lease Agreement. 2. Buyer shall reimburse Seller at closing
658 for Seller's reasonable attorney's fees incurred related to the Offer to Sell and Lease
659 Agreement. 3. This Offer to Sell is contingent upon approval of the Seller's Board of
660 Education, no later than February 25, 2025.

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

Property Address: Parcel No. 59281106170 , City of Sheboygan, WI

664 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Jenna E. Rousseau

667 Name of Buyer's recipient for delivery, if any: Casey Bradley

668 (2) Fax: fax transmission of the document or written notice to the following number:

669 Seller: () Buyer: ()

670 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller:

676 Address for Buyer:

677 (X) (5) Email: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: jrousseau@law-rl1.com

679 Email Address for Buyer: Casey.Bradley@sheboyganwi.gov

680 PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 ADDENDA: The attached is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Jenna E. Rousseau, on behalf of Seller

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) Jacob Kowale Signature ▲ Print Name Here ▶ Sheboygan Area School District Date ▲ 2/25/2025

698 (x) _____
699 Seller's Signature ▲ Print Name Here ▶ Date ▲

700 BUYER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS
701 OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE
702 PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A
703 COPY OF THIS OFFER.

704 (x) _____
705 Buyer's Signature ▲ Print Name Here ▶ Date ▲

706 (x) _____
707 Buyer's Signature ▲ Print Name Here ▶ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____
709 _____ on _____ at _____ a m /p m

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**CITY OF SHEBOYGAN
RESOLUTION 170-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 1 are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 171-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 2 are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 172-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 4 are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 173-24-24**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 5 are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 174-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION authorizing the Finance Director to complete a transfer from Tax Incremental District 17 (TID 17) to the General Fund clearing out an advance as of December 31, 2024.

WHEREAS, the General Fund transferred \$14,500 to TID 17 in 2017 to cover a shortfall in the debt payment for the TID; and

WHEREAS, TID 17 currently has sufficient cash balance to repay the General Fund the advance including interest of \$15,715.55; and

WHEREAS, it is in the best interest of the City for the upcoming credit rating and debt issuance to clear this advance from the General Fund as of 2024 year-end.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$15,715.55 from TID 17 Fund to the General Fund to clear the advance amount from the City's Balance Sheet as of December 31, 2024.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 177-24-25**

BY ALDERPERSON MITCHELL AND PERRELLA.

MARCH 3, 2025.

A RESOLUTION authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2024.

WHEREAS, a financial reporting best practice is to remove bad debts from the general ledger in order to ensure an accurate accounts receivable balance; and

WHEREAS, this process is sometimes referred to as "writing off" debts owed to the City; and

WHEREAS, the Finance Department has identified \$28,739.56 of uncollected delinquent personal property taxes and \$96,150.07 of uncollected accounts receivable that are appropriate to write off; and

WHEREAS, the uncollected delinquent personal property taxes are associated with bills that have been outstanding for a considerable length of time or have such small balances that make collection efforts more costly than the amount owed; and

WHEREAS, delinquent personal property taxes will no longer be assessed due to State law changes that took effect for the tax roll that would be due in 2025 resulting in a lower expected write-off amount in future years; and

WHEREAS, the uncollected accounts receivable amounts have been outstanding for a considerable length of time; and

WHEREAS, additional details regarding these uncollected amounts are found in the spreadsheets attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take the steps necessary to remove the \$28,739.56 in uncollected delinquent personal property taxes and \$96,150.07 of uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2024.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Tax Year	Bill Number	Customer Id	Customer Name	Write Off Reason	Billed Date	Billed Amount	Paid Amount	Unpaid Balance	AR Code	AR Description
2024	87530024	933	PIGGLY WIGGLY MIDWEST, LLC	Small Amount Due	12/15/2023	\$43.54	\$40.58	\$2.96	DLNPP	DELINQUENT PERSONAL PROPERTY
2011	87010911	17751	OPEN DOOR A-V ENTERTAINMENT	Age of Claim	01/31/2023	\$1,668.77	\$0.00	\$1,850.71	DLNPP	DELINQUENT PERSONAL PROPERTY
2012	87010912	17751	OPEN DOOR A-V ENTERTAINMENT	Age of Claim	01/31/2023	\$1,373.13	\$0.00	\$1,532.41	DLNPP	DELINQUENT PERSONAL PROPERTY
2014	87010914	17751	OPEN DOOR A-V ENTERTAINMENT	Age of Claim	01/31/2023	\$935.97	\$0.00	\$1,060.27	DLNPP	DELINQUENT PERSONAL PROPERTY
2015	87010915	17751	OPEN DOOR A-V ENTERTAINMENT	Age of Claim	01/31/2023	\$774.52	\$0.00	\$885.40	DLNPP	DELINQUENT PERSONAL PROPERTY
2016	87010916	17751	OPEN DOOR A-V ENTERTAINMENT	Age of Claim	01/31/2023	\$624.62	\$0.00	\$721.64	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	87010917	17751	OPEN DOOR A-V ENTERTAINMENT	Age of Claim	01/31/2023	\$523.30	\$0.00	\$612.18	DLNPP	DELINQUENT PERSONAL PROPERTY
2012	80508712	17753	BADGER OPTICAL OF SHEBOYGAN	Age of Claim	01/31/2023	\$1,314.27	\$0.00	\$1,466.73	DLNPP	DELINQUENT PERSONAL PROPERTY
2013	80508713	17753	BADGER OPTICAL OF SHEBOYGAN	Age of Claim	01/31/2023	\$1,324.18	\$0.00	\$1,488.08	DLNPP	DELINQUENT PERSONAL PROPERTY
2014	80508714	17753	BADGER OPTICAL OF SHEBOYGAN	Age of Claim	01/31/2023	\$1,495.14	\$0.00	\$1,693.80	DLNPP	DELINQUENT PERSONAL PROPERTY
2015	80508715	17753	BADGER OPTICAL OF SHEBOYGAN	Age of Claim	01/31/2023	\$1,411.99	\$0.00	\$1,614.17	DLNPP	DELINQUENT PERSONAL PROPERTY
2016	80508716	17753	BADGER OPTICAL OF SHEBOYGAN	Age of Claim	01/31/2023	\$1,549.61	\$0.00	\$1,790.29	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	80508717	17753	BADGER OPTICAL OF SHEBOYGAN	Age of Claim	01/31/2023	\$1,689.87	\$0.00	\$1,976.53	DLNPP	DELINQUENT PERSONAL PROPERTY
2013	81058113	17769	CONSECO'S MEXICAN BAKERY	Age of Claim	01/31/2023	\$235.98	\$0.00	\$265.24	DLNPP	DELINQUENT PERSONAL PROPERTY
2014	81058114	17769	CONSECO'S MEXICAN BAKERY	Age of Claim	01/31/2023	\$421.03	\$0.00	\$476.91	DLNPP	DELINQUENT PERSONAL PROPERTY
2015	81058115	17769	CONSECO'S MEXICAN BAKERY	Age of Claim	01/31/2023	\$433.31	\$0.00	\$495.35	DLNPP	DELINQUENT PERSONAL PROPERTY
2016	81058116	17769	CONSECO'S MEXICAN BAKERY	Age of Claim	01/31/2023	\$106.12	\$0.00	\$122.62	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	81058117	17769	CONSECO'S MEXICAN BAKERY	Age of Claim	01/31/2023	\$115.74	\$0.00	\$135.32	DLNPP	DELINQUENT PERSONAL PROPERTY
2013	87016013	17778	OTTER CREEK CHURCH	Age of Claim	01/31/2023	\$1,602.17	\$0.00	\$1,800.61	DLNPP	DELINQUENT PERSONAL PROPERTY
2014	87016014	17778	OTTER CREEK CHURCH	Age of Claim	01/31/2023	\$1,765.34	\$0.00	\$1,999.86	DLNPP	DELINQUENT PERSONAL PROPERTY
2015	87016015	17778	OTTER CREEK CHURCH	Age of Claim	01/31/2023	\$1,658.58	\$0.00	\$1,895.96	DLNPP	DELINQUENT PERSONAL PROPERTY
2016	87016016	17778	OTTER CREEK CHURCH	Age of Claim	01/31/2023	\$1,821.33	\$0.00	\$2,104.25	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	87016017	17778	OTTER CREEK CHURCH	Age of Claim	01/31/2023	\$1,986.00	\$0.00	\$2,323.04	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	82540124	23961	DUNBAR ET. AL., LORI L.	Small Amount Due	12/15/2023	\$15.48	\$0.00	\$18.47	DLNPP	DELINQUENT PERSONAL PROPERTY
2023	856000	24696	M LAPLANT CONTRACTORS, LLC	Small Amount Due	01/31/2023	\$6.36	\$0.00	\$8.86	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	85600017	24696	M LAPLANT CONTRACTORS, LLC	Age of Claim	01/31/2023	\$37.63	\$0.00	\$44.01	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	85600021	24696	M LAPLANT CONTRACTORS, LLC	Small Amount Due	01/31/2023	\$12.51	\$0.00	\$15.81	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	85600024	24696	M LAPLANT CONTRACTORS, LLC	Small Amount Due	12/15/2023	\$4.84	\$0.00	\$5.75	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	80580021	33781	BRAY ASSOCIATES ARCHITECTS INC	Small Amount Due	01/31/2023	\$1,366.81	\$1,365.97	\$0.84	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	81518524	57817	DE LAGE LANDEN FINANCIAL	Small Amount Due	12/15/2023	\$487.24	\$478.94	\$8.30	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	85554520	57837	LOCATE STAFFING INC	Small Amount Due	01/31/2023	\$14.72	\$0.00	\$18.24	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	86000624	57838	M & E CLEANING INC	Small Amount Due	12/15/2023	\$8.39	\$0.00	\$10.08	DLNPP	DELINQUENT PERSONAL PROPERTY
2023	905378	57913	TRAVELER'S IMPORTS LLC	Small Amount Due	01/31/2023	\$10.21	\$0.00	\$13.96	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	90537817	57913	TRAVELER'S IMPORTS LLC	Age of Claim	01/31/2023	\$158.65	\$0.00	\$185.49	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	90537824	57913	TRAVELER'S IMPORTS LLC	Small Amount Due	12/15/2023	\$7.42	\$0.00	\$8.85	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95023424	57920	ALEJANDA'S TAX & MULTISERVICE LLC	Small Amount Due	12/15/2023	\$37.59	\$36.31	\$1.28	DLNPP	DELINQUENT PERSONAL PROPERTY
2023	950434	57928	NUCO2 SUPPLY LLC	Small Amount Due	01/31/2023	\$60.86	\$59.95	\$0.91	DLNPP	DELINQUENT PERSONAL PROPERTY
2023	950437	57928	NUCO2 SUPPLY LLC	Small Amount Due	01/31/2023	\$6.36	\$0.00	\$8.86	DLNPP	DELINQUENT PERSONAL PROPERTY
2023	950438	57928	NUCO2 SUPPLY LLC	Small Amount Due	01/31/2023	\$1.93	\$0.00	\$2.68	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95089024	57928	NUCO2 SUPPLY LLC	Small Amount Due	12/15/2023	\$5.01	\$0.00	\$6.05	DLNPP	DELINQUENT PERSONAL PROPERTY
2023	950487	57929	AMRAD LLC	Small Amount Due	01/31/2023	\$858.51	\$857.87	\$0.64	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95048724	57929	AMRAD LLC	Small Amount Due	12/15/2023	\$2,314.44	\$2,310.97	\$3.47	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95057924	57943	VIBETECH ENTERPRISES LLC	Small Amount Due	12/15/2023	\$12.89	\$12.13	\$0.76	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95081024	57973	LINDE LEASED EQUIPMENT	Small Amount Due	12/15/2023	\$340.32	\$334.82	\$5.50	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	99109021	57978	TACTIK LIGHTING LLC	Small Amount Due	01/31/2023	\$12.54	\$0.00	\$15.84	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	99109024	57978	TACTIK LIGHTING LLC	Small Amount Due	12/15/2023	\$112.89	\$105.23	\$7.66	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95023524	58497	WI IMMIGRATION LAW GROUP LLC	Small Amount Due	12/15/2023	\$4.20	\$0.00	\$4.98	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	86056224	61719	MCINTOSH LAW & MEDIATION LLC	Small Amount Due	12/15/2023	\$129.02	\$126.81	\$2.21	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	86118224	61721	MUELLER, MAE	Small Amount Due	12/15/2023	\$2.10	\$0.00	\$2.49	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	86519424	61723	NEWER BEGINNINGS LLC	Small Amount Due	12/15/2023	\$7.26	\$0.00	\$8.69	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95066524	61744	REALTY 360 INC	Small Amount Due	12/15/2023	\$42.58	\$41.85	\$0.73	DLNPP	DELINQUENT PERSONAL PROPERTY
2024	95084424	61752	LA TIENDITA MULTISERVICES LLC	Small Amount Due	12/15/2023	\$11.61	\$0.00	\$13.82	DLNPP	DELINQUENT PERSONAL PROPERTY
								Total Write-Off	\$28,739.56	

Bill Year	Category	Unpaid Balance	Bill Number	Billed Date	Customer Id	Customer Name
2017	Fire Fee	\$10.00	6366	01/23/2018	23595	STIFT, TAMMY A.
2017	Fire Fee	\$30.00	6367	01/23/2018	33817	SAUNDERS, JESSICA
2018	Wastewater Fee	\$2,000.00	6400	01/30/2018	616	ALDRICH CHEMICAL COMPANY INC
2017	DPW Work Order	\$3,524.52	6421	02/16/2018	38092	KRAUSE, STEVEN D.
2017	DPW Work Order	\$315.00	6422	02/16/2018	38093	WOLFGRAM, JESSE J.
2017	DPW Work Order	\$2,578.80	6423	02/16/2018	36459	UTLEY, CONNIE M.
2017	DPW Work Order	\$3,999.90	6424	02/16/2018	36712	UNDERWOOD, RICHARD L.
2017	DPW Work Order	\$310.00	6426	02/16/2018	38094	VAN VEGHEL, BENJAMIN C.
2017	DPW Work Order	\$5,683.38	6430	02/16/2018	36498	BLACKBURN, MADISYN L.
2017	DPW Work Order	\$1,242.90	6431	02/16/2018	25968	WRIGHT, DANIEL A.
2017	DPW Work Order	\$4,158.35	6439	02/22/2018	38143	PEREZ, WANDA N.
2018	DPW Work Order	\$305.00	6535	04/04/2018	20846	GALL, ANGELA
2018	DPW Work Order	\$8,879.12	6536	04/04/2018	24972	MALDONADO, TOMAS
2018	DPW Work Order	\$799.19	6537	04/04/2018	19978	AMANN, CHARLES M.
2018	DPW Work Order	\$305.00	6543	04/04/2018	38894	BONTEMPS, ASIA
2018	DPW Work Order	\$4,989.07	6548	04/04/2018	38923	GROVES, TASHONE T.
2018	Police Fee	\$50.00	6580	04/16/2018	8917	WEINBERGER, VIOLET A.
2019	Police Fee	\$50.00	7542	12/27/2019	8917	WEINBERGER, VIOLET A.
2018	DPW Work Order	\$5,465.00	6711	07/02/2018	20457	BEEMAN, PATRICK D.
2018	DPW Work Order	\$466.84	6750	07/23/2018	20522	FLORES, LUIS
2018	DPW Work Order	\$4,673.54	6752	07/30/2018	40045	WILLIAMS-LUJAN, ZOE A.
2018	DPW Work Order	\$4,652.65	6754	07/30/2018	40110	GEROLD, THOMAS J.
2018	DPW Work Order	\$5,805.66	6757	07/30/2018	40120	VALENCIANA, SANTOS J. JR.
2018	Fire Fee	\$20.00	6776	08/07/2018	40224	TERSNER, ANDREW
2018	Police Fee	\$150.00	6803	08/23/2018	40227	UBREAKIFIX
2018	Park Fee	\$50.00	6807	08/23/2018	40393	THOMAS, CLARISSA
2018	DPW Work Order	\$373.86	6877	11/02/2018	6073	DREWS, LARRY L.
2018	DPW Work Order	\$14,172.29	6878	11/02/2018	40150	WOLLAM, CEAIRA M.
2018	Police Fee	\$375.00	6941	12/17/2018	40227	UBREAKIFIX
2018	Police Fee	\$220.00	6947	12/17/2018	15944	WILSON, DANIEL C.
2018	Park Fee	\$150.00	6957	12/27/2018	41410	MCGREGORY, TRAYON
2018	Parking Fee	\$20.00	106147	10/08/2018	500767	JOYCE, MICHELLE
2018	Parking Fee	\$60.00	106175	10/31/2018	500744	HOLTON, CHRISTOPHER
2018	Parking Fee	\$60.00	106317	12/01/2018	500607	SCHNEIDER, DANIELLE
2018	Parking Fee	\$110.00	106358	12/01/2018	500744	HOLTON, CHRISTOPHER
2018	Parking Fee	\$10.00	106364	12/01/2018	500755	TOVAR, ERIC
2018	Parking Fee	\$60.00	106365	12/01/2018	500757	MENDEZ, ADAM
2018	Parking Fee	\$105.00	106371	12/01/2018	500767	JOYCE, MICHELLE
2018	Parking Fee	\$120.00	106379	12/01/2018	500778	PAVON, RICARDO
2018	Parking Fee	\$25.00	106380	12/01/2018	500780	KUHN, MEGAN
2018	Parking Ticket	\$50.00	736507	06/07/2018	39557	LUEVANO, DESTINY M.
2018	Parking Ticket	\$50.00	808116	01/17/2018	33945	HELLING, CHRISTI L.
2018	Parking Ticket	\$50.00	808119	01/17/2018	35965	JACKSON, DAQUAN D.
2018	Parking Ticket	\$45.00	815890	04/08/2018	23905	KUPSCH, NICOLE L.
2018	Parking Ticket	\$45.00	815894	07/29/2018	39599	MOOLENAAR, RYAN C.
2018	Parking Ticket	\$50.00	823250	10/17/2018	40842	SPENCER, BRUCE R.
2018	Parking Ticket	\$25.00	838546	01/08/2017	20979	RIVERS, TIMOTHY W.
2018	Parking Ticket	\$50.00	838558	01/09/2018	37461	BUCKNER, DEMOND M.
2018	Parking Ticket	\$45.00	838562	01/11/2018	37477	MCGILLIVRAY, EMILY A.
2018	Parking Ticket	\$45.00	839875	01/08/2018	27302	POTTER, JOHN D.
2018	Parking Ticket	\$45.00	841373	05/27/2018	39461	GREYN, COLE R.

2018 Parking Ticket	\$50.00	841615	03/25/2018	38848 MONTIEL, ARTURO
2018 Parking Ticket	\$45.00	841616	03/26/2018	38848 MONTIEL, ARTURO
2018 Parking Ticket	\$50.00	841620	11/02/2018	21265 BLACKBURN, THOMAS W.
2018 Parking Ticket	\$50.00	843567	12/31/2017	27302 POTTER, JOHN D.
2018 Parking Ticket	\$50.00	845264	12/31/2017	37319 ALDRIDGE, YVETTE M.
2018 Parking Ticket	\$45.00	846820	02/08/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	846821	03/10/2018	36242 WILLIAMS, JOYNETTA S.
2018 Parking Ticket	\$45.00	846824	03/10/2018	37088 SIMMONS, TYSHAN L.
2018 Parking Ticket	\$45.00	847051	02/03/2018	35965 JACKSON, DAQUAN D.
2018 Parking Ticket	\$45.00	847933	01/20/2018	802040 WORDEN, DANIEL J.
2018 Parking Ticket	\$45.00	847935	01/20/2018	37656 MURRAY, LAMONTE T.
2018 Parking Ticket	\$45.00	847941	01/20/2018	34801 HARRIS, DONNIE J.
2018 Parking Ticket	\$35.00	848275	01/09/2018	19212 WERNER, MATTHEW A.
2018 Parking Ticket	\$50.00	848305	01/18/2018	37656 MURRAY, LAMONTE T.
2018 Parking Ticket	\$45.00	848322	01/22/2018	37656 MURRAY, LAMONTE T.
2018 Parking Ticket	\$45.00	848618	02/25/2018	801640 WOLF, ZACKARY J.
2018 Parking Ticket	\$45.00	848621	06/17/2018	39461 GREYN, COLE R.
2018 Parking Ticket	\$45.00	848622	06/18/2018	39461 GREYN, COLE R.
2018 Parking Ticket	\$45.00	848623	06/19/2018	39461 GREYN, COLE R.
2018 Parking Ticket	\$45.00	849067	02/25/2018	38530 LEICHT, ANTHONY
2018 Parking Ticket	\$50.00	849072	01/08/2018	36980 DRYER, JENNIFER L
2018 Parking Ticket	\$35.00	849134	06/09/2018	26911 STRICKLAND, EDDIE M.
2018 Parking Ticket	\$50.00	849159	02/17/2018	38176 NAJERA-TREJO, LUIS ESTEBAN
2018 Parking Ticket	\$45.00	849264	01/03/2018	800632 KING, CHARLES T.
2018 Parking Ticket	\$50.00	849269	02/14/2018	38391 HERSEY, JAKE
2018 Parking Ticket	\$45.00	849280	01/04/2018	800632 KING, CHARLES T.
2018 Parking Ticket	\$45.00	849281	02/21/2018	38391 HERSEY, JAKE
2018 Parking Ticket	\$45.00	849286	02/17/2018	38391 HERSEY, JAKE
2018 Parking Ticket	\$50.00	849290	06/07/2018	39545 GOODWIN, JOEL A.
2018 Parking Ticket	\$50.00	849451	01/08/2018	37456 GRABINSKI, AMANDA M.
2018 Parking Ticket	\$35.00	849473	01/09/2018	37500 SANOFI-AVENTIS US LLC
2018 Parking Ticket	\$35.00	849582	01/16/2018	800126 LAZAREWICZ, MARK A.
2018 Parking Ticket	\$45.00	849595	01/18/2018	37477 MCGILLIVRAY, EMILY A.
2018 Parking Ticket	\$45.00	849596	01/19/2018	37477 MCGILLIVRAY, EMILY A.
2018 Parking Ticket	\$45.00	849597	01/22/2018	802040 WORDEN, DANIEL J.
2018 Parking Ticket	\$45.00	849601	01/22/2018	34801 HARRIS, DONNIE J.
2018 Parking Ticket	\$45.00	849607	01/25/2018	800632 KING, CHARLES T.
2018 Parking Ticket	\$45.00	849608	01/25/2018	800632 KING, CHARLES T.
2018 Parking Ticket	\$45.00	849641	01/11/2018	37090 REYNA, YNACIO HERNANDEZ
2018 Parking Ticket	\$50.00	849679	02/01/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	849684	02/09/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	849691	02/15/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	849704	01/08/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	849711	01/08/2018	19139 LOPEZ, PEDRO
2018 Parking Ticket	\$50.00	849762	01/09/2018	37476 COOPER, TATYIANA S.
2018 Parking Ticket	\$50.00	849763	01/09/2018	37477 MCGILLIVRAY, EMILY A.
2018 Parking Ticket	\$45.00	849839	01/12/2018	19139 LOPEZ, PEDRO
2018 Parking Ticket	\$45.00	849867	01/10/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	849879	01/17/2018	37477 MCGILLIVRAY, EMILY A.
2018 Parking Ticket	\$45.00	849888	01/17/2018	37043 DANCIAK, TAYLOR L.
2018 Parking Ticket	\$45.00	849906	01/16/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	849922	01/16/2018	37604 MATA, FRANK MANUEL

2018 Parking Ticket	\$45.00	849931	01/18/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	849979	01/16/2018	34801 HARRIS, DONNIE J.
2018 Parking Ticket	\$5.00	850046	01/31/2018	37834 LINDSTROM, BRENT
2018 Parking Ticket	\$45.00	850048	01/31/2018	20666 REINKE, JESSICA L.
2018 Parking Ticket	\$45.00	850055	02/06/2018	800632 KING, CHARLES T.
2018 Parking Ticket	\$45.00	850059	02/07/2018	35965 JACKSON, DAQUAN D.
2018 Parking Ticket	\$30.00	850064	02/07/2018	17854 THURMAN, SHANDI J.
2018 Parking Ticket	\$45.00	850083	02/02/2018	33945 HELLING, CHRISTI L.
2018 Parking Ticket	\$30.00	850088	02/05/2018	37173 GOLDER, DAVID B.
2018 Parking Ticket	\$45.00	850141	01/17/2018	37477 MCGILLIVRAY, EMILY A.
2018 Parking Ticket	\$45.00	850151	01/19/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	850152	01/23/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	850157	01/24/2018	19414 ROACH, STEVEN G.
2018 Parking Ticket	\$45.00	850162	02/12/2018	36131 KINNEY, KENNETH K.
2018 Parking Ticket	\$45.00	850225	02/06/2018	22483 SEGALLE, HEATHER M.
2018 Parking Ticket	\$45.00	850230	01/19/2018	37477 MCGILLIVRAY, EMILY A.
2018 Parking Ticket	\$45.00	850249	01/20/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$50.00	850290	01/19/2018	802040 WORDEN, DANIEL J.
2018 Parking Ticket	\$45.00	850292	01/21/2018	34801 HARRIS, DONNIE J.
2018 Parking Ticket	\$45.00	850295	01/23/2018	800632 KING, CHARLES T.
2018 Parking Ticket	\$45.00	850371	02/07/2018	20666 REINKE, JESSICA L.
2018 Parking Ticket	\$45.00	850372	02/08/2018	20666 REINKE, JESSICA L.
2018 Parking Ticket	\$45.00	850393	02/14/2018	34737 WILBURN, FRANK
2018 Parking Ticket	\$35.00	850398	02/15/2018	38134 HARRIS, JOHANA
2018 Parking Ticket	\$50.00	850460	01/30/2018	20666 REINKE, JESSICA L.
2018 Parking Ticket	\$45.00	850465	02/01/2018	20666 REINKE, JESSICA L.
2018 Parking Ticket	\$30.00	850474	02/05/2018	37173 GOLDER, DAVID B.
2018 Parking Ticket	\$45.00	850528	02/07/2018	33519 EHNERT, JAMES A.
2018 Parking Ticket	\$45.00	850529	02/08/2018	33519 EHNERT, JAMES A.
2018 Parking Ticket	\$45.00	850530	02/09/2018	33519 EHNERT, JAMES A.
2018 Parking Ticket	\$45.00	850563	02/06/2018	35965 JACKSON, DAQUAN D.
2018 Parking Ticket	\$45.00	850564	02/08/2018	35965 JACKSON, DAQUAN D.
2018 Parking Ticket	\$45.00	850581	01/24/2018	37604 MATA, FRANK MANUEL
2018 Parking Ticket	\$45.00	850594	01/25/2018	37477 MCGILLIVRAY, EMILY A.
2018 Parking Ticket	\$45.00	850631	01/25/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$45.00	850634	01/25/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	850692	02/01/2018	37105 MORALES, JUAN V.
2018 Parking Ticket	\$50.00	850711	01/27/2018	37763 KENT, ALISON MEREDITH
2018 Parking Ticket	\$45.00	850715	01/27/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$30.00	850791	02/21/2018	36242 WILLIAMS, JOYNETTA S.
2018 Parking Ticket	\$45.00	850833	03/02/2018	37728 HUNTER, ALEC
2018 Parking Ticket	\$45.00	850870	06/09/2018	26911 STRICKLAND, EDDIE M.
2018 Parking Ticket	\$30.00	850872	04/03/2018	17854 THURMAN, SHANDI J.
2018 Parking Ticket	\$45.00	850880	03/08/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	850888	03/09/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	850899	03/21/2018	802074 SPAULDING, KAILA M.
2018 Parking Ticket	\$50.00	850902	03/20/2018	1159 COLDREN, MICHAEL D.
2018 Parking Ticket	\$45.00	850903	03/21/2018	1159 COLDREN, MICHAEL D.
2018 Parking Ticket	\$45.00	850904	03/22/2018	802074 SPAULDING, KAILA M.
2018 Parking Ticket	\$45.00	850905	03/23/2018	802074 SPAULDING, KAILA M.
2018 Parking Ticket	\$30.00	850916	03/26/2018	36188 BURNS, LIBBY K.
2018 Parking Ticket	\$45.00	850926	02/02/2018	27196 IQ PRINT MEDIA LLC

2018 Parking Ticket	\$45.00	851008	03/04/2018	38176 NAJERA-TREJO, LUIS ESTEBAN
2018 Parking Ticket	\$50.00	851060	04/03/2018	27567 MULLENS, HEAVEN T.
2018 Parking Ticket	\$45.00	851091	02/13/2018	34737 WILBURN, FRANK
2018 Parking Ticket	\$50.00	851130	02/12/2018	36242 WILLIAMS, JOYNETTA S.
2018 Parking Ticket	\$45.00	851165	02/09/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$45.00	851166	02/09/2018	36980 DRYER, JENNIFER L
2018 Parking Ticket	\$45.00	851186	02/21/2018	36980 DRYER, JENNIFER L
2018 Parking Ticket	\$50.00	851232	02/09/2018	34737 WILBURN, FRANK
2018 Parking Ticket	\$50.00	851291	02/16/2018	801640 WOLF, ZACKARY J.
2018 Parking Ticket	\$45.00	851300	02/18/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	851325	03/20/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$50.00	851355	02/11/2018	35112 MAY, MATTHEW M.
2018 Parking Ticket	\$45.00	851367	02/11/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$45.00	851370	02/11/2018	37763 KENT, ALISON MEREDITH
2018 Parking Ticket	\$50.00	851393	02/10/2018	36131 KINNEY, KENNETH K.
2018 Parking Ticket	\$25.00	851418	02/11/2018	1731 FEINBERG, STEVEN L.
2018 Parking Ticket	\$50.00	851438	02/18/2018	38212 SANCHEZ, ADRIAN LSE ET AL
2018 Parking Ticket	\$30.00	851474	02/21/2018	38134 HARRIS, JOHANA
2018 Parking Ticket	\$45.00	851490	02/14/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	851491	02/15/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$50.00	851565	03/01/2018	37728 HUNTER, ALEC
2018 Parking Ticket	\$25.00	851587	02/15/2018	8998 THORESEN, PETER J.
2018 Parking Ticket	\$45.00	851608	03/05/2018	37728 HUNTER, ALEC
2018 Parking Ticket	\$30.00	851673	03/08/2018	38515 PROBELSKI, JILL E.
2018 Parking Ticket	\$45.00	851701	02/14/2018	27302 POTTER, JOHN D.
2018 Parking Ticket	\$45.00	851716	02/18/2018	801640 WOLF, ZACKARY J.
2018 Parking Ticket	\$50.00	851721	02/19/2018	801640 WOLF, ZACKARY J.
2018 Parking Ticket	\$50.00	851736	02/18/2018	38235 SALVETTA, LEWIS RICHARD
2018 Parking Ticket	\$45.00	851801	02/19/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$45.00	851811	02/19/2018	36131 KINNEY, KENNETH K.
2018 Parking Ticket	\$45.00	851842	02/21/2018	36131 KINNEY, KENNETH K.
2018 Parking Ticket	\$45.00	851859	02/24/2018	801640 WOLF, ZACKARY J.
2018 Parking Ticket	\$45.00	851860	02/26/2018	801640 WOLF, ZACKARY J.
2018 Parking Ticket	\$45.00	851938	03/06/2018	19139 LOPEZ, PEDRO
2018 Parking Ticket	\$35.00	851942	03/07/2018	38515 PROBELSKI, JILL E.
2018 Parking Ticket	\$45.00	851949	03/07/2018	19139 LOPEZ, PEDRO
2018 Parking Ticket	\$45.00	851962	03/09/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	851984	02/26/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	852019	03/08/2018	38549 MADISON, KAYSHA S.
2018 Parking Ticket	\$50.00	852020	03/08/2018	37088 SIMMONS, TYSHAN L.
2018 Parking Ticket	\$45.00	852025	03/08/2018	38515 PROBELSKI, JILL E.
2018 Parking Ticket	\$35.00	852027	03/08/2018	38551 VOGEL, REBEKAH L.
2018 Parking Ticket	\$45.00	852039	03/09/2018	36242 WILLIAMS, JOYNETTA S.
2018 Parking Ticket	\$45.00	852045	03/09/2018	37088 SIMMONS, TYSHAN L.
2018 Parking Ticket	\$45.00	852049	03/09/2018	38515 PROBELSKI, JILL E.
2018 Parking Ticket	\$50.00	852052	02/27/2018	38375 DIXON, DOMINICK A.
2018 Parking Ticket	\$45.00	852073	02/28/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	852097	03/01/2018	1159 COLDREN, MICHAEL D.
2018 Parking Ticket	\$45.00	852101	02/27/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$50.00	852117	03/06/2018	23741 GARRISON, JOHN A.
2018 Parking Ticket	\$45.00	852133	03/01/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	852153	03/12/2018	38592 ZEPEDA, ISaura

2018 Parking Ticket	\$35.00	852283	04/28/2018	39311 ROLFSON, ERICK
2018 Parking Ticket	\$45.00	852299	03/26/2018	38848 MONTIEL, ARTURO
2018 Parking Ticket	\$45.00	852306	03/05/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$45.00	852322	03/05/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	852330	03/13/2018	37088 SIMMONS, TYSHAN L.
2018 Parking Ticket	\$45.00	852344	03/14/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$45.00	852345	03/14/2018	802074 SPAULDING, KAILA M.
2018 Parking Ticket	\$50.00	852377	03/15/2018	37585 BETTS, SHANIQUA A.
2018 Parking Ticket	\$45.00	852385	04/28/2018	39311 ROLFSON, ERICK
2018 Parking Ticket	\$50.00	852386	03/31/2018	38979 PIEDOT, MARY A.
2018 Parking Ticket	\$45.00	852388	03/31/2018	37585 BETTS, SHANIQUA A.
2018 Parking Ticket	\$45.00	852394	12/10/2018	40914 WAKELAND, DAVID T.
2018 Parking Ticket	\$45.00	852427	03/10/2018	38515 PROBELSKI, JILL E.
2018 Parking Ticket	\$45.00	852428	03/11/2018	21447 LONGSINE, JESSE A.
2018 Parking Ticket	\$45.00	852429	03/11/2018	36242 WILLIAMS, JOYNETTA S.
2018 Parking Ticket	\$45.00	852437	05/12/2018	37288 CARLISLE, TATIONA CORZETTA
2018 Parking Ticket	\$50.00	852443	05/26/2018	39461 GREYN, COLE R.
2018 Parking Ticket	\$50.00	852444	05/26/2018	39462 SPRANG, PATTIE L.
2018 Parking Ticket	\$45.00	852446	06/30/2018	37088 SIMMONS, TYSHAN L.
2018 Parking Ticket	\$45.00	852448	06/30/2018	39807 STEDER, BRANDON
2018 Parking Ticket	\$45.00	852463	03/13/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	852505	03/31/2018	37030 HOLLAND, DANIEL
2018 Parking Ticket	\$45.00	852510	03/31/2018	802074 SPAULDING, KAILA M.
2018 Parking Ticket	\$45.00	852520	03/31/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	852573	04/11/2018	22483 SEGALLE, HEATHER M.
2018 Parking Ticket	\$45.00	852627	04/14/2018	22483 SEGALLE, HEATHER M.
2018 Parking Ticket	\$45.00	852628	04/16/2018	22483 SEGALLE, HEATHER M.
2018 Parking Ticket	\$50.00	852633	04/17/2018	39159 HUGHES, NATASHA N.
2018 Parking Ticket	\$45.00	852637	04/17/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	852656	04/17/2018	39171 RADTKE, ALEXANDER J.
2018 Parking Ticket	\$45.00	852657	04/18/2018	39171 RADTKE, ALEXANDER J.
2018 Parking Ticket	\$45.00	852658	04/17/2018	27567 MULLENS, HEAVEN T.
2018 Parking Ticket	\$45.00	852659	04/18/2018	27567 MULLENS, HEAVEN T.
2018 Parking Ticket	\$45.00	852669	04/18/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$35.00	852680	04/20/2018	39192 REAGLES, RYAN W.
2018 Parking Ticket	\$35.00	852700	04/22/2018	27417 TOSTON, JOSHUA G.
2018 Parking Ticket	\$45.00	852701	04/19/2018	39171 RADTKE, ALEXANDER J.
2018 Parking Ticket	\$45.00	852714	04/19/2018	27567 MULLENS, HEAVEN T.
2018 Parking Ticket	\$45.00	852719	04/19/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	852720	04/17/2018	34737 WILBURN, FRANK
2018 Parking Ticket	\$45.00	852721	04/18/2018	34737 WILBURN, FRANK
2018 Parking Ticket	\$45.00	852722	04/19/2018	34737 WILBURN, FRANK
2018 Parking Ticket	\$50.00	852739	04/23/2018	802341 DEWAR, DEREK T.
2018 Parking Ticket	\$35.00	852758	04/24/2018	39214 ENDRIUKAITIS, ALGIRD
2018 Parking Ticket	\$30.00	852761	04/25/2018	37976 JONES, ELIZABETH K.
2018 Parking Ticket	\$50.00	852784	04/24/2018	802341 DEWAR, DEREK T.
2018 Parking Ticket	\$45.00	852785	04/25/2018	802341 DEWAR, DEREK T.
2018 Parking Ticket	\$45.00	852786	04/26/2018	802341 DEWAR, DEREK T.
2018 Parking Ticket	\$30.00	852849	05/01/2018	37933 LORENZ, MARY A.
2018 Parking Ticket	\$50.00	852921	05/27/2018	39536 PEREA, ANGEL L.
2018 Parking Ticket	\$45.00	852925	05/27/2018	39536 PEREA, ANGEL L.
2018 Parking Ticket	\$45.00	852926	05/27/2018	39536 PEREA, ANGEL L.

2018 Parking Ticket	\$50.00	852927	05/22/2018	39425 DVORAK, TONI M.
2018 Parking Ticket	\$35.00	852931	05/23/2018	39424 OPOKA, MATTHEW J.
2018 Parking Ticket	\$45.00	852942	05/29/2018	39461 GREYN, COLE R.
2018 Parking Ticket	\$45.00	852943	05/27/2018	39462 SPRANG, PATTIE L.
2018 Parking Ticket	\$45.00	852944	05/29/2018	39462 SPRANG, PATTIE L.
2018 Parking Ticket	\$45.00	852947	05/29/2018	39425 DVORAK, TONI M.
2018 Parking Ticket	\$45.00	852967	06/06/2018	39461 GREYN, COLE R.
2018 Parking Ticket	\$50.00	853037	04/17/2018	21526 DAWKINS, JAYSON T.
2018 Parking Ticket	\$45.00	853038	04/18/2018	21526 DAWKINS, JAYSON T.
2018 Parking Ticket	\$50.00	853039	04/17/2018	22315 GARCIA, RAMONA
2018 Parking Ticket	\$45.00	853040	04/18/2018	22315 GARCIA, RAMONA
2018 Parking Ticket	\$50.00	853048	04/17/2018	39182 HERNANDEZ, GABRIELA
2018 Parking Ticket	\$45.00	853049	04/18/2018	39182 HERNANDEZ, GABRIELA
2018 Parking Ticket	\$45.00	853050	04/19/2018	39182 HERNANDEZ, GABRIELA
2018 Parking Ticket	\$45.00	853051	04/19/2018	22315 GARCIA, RAMONA
2018 Parking Ticket	\$45.00	853224	03/23/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	853239	03/31/2018	38995 EDWARDS, TRISTAN C.
2018 Parking Ticket	\$50.00	853253	05/21/2018	7558 AGUIRRE, LAURA P.
2018 Parking Ticket	\$50.00	853291	04/17/2018	36270 TEJADA-MORALES, JESUS I.
2018 Parking Ticket	\$45.00	853292	04/18/2018	36270 TEJADA-MORALES, JESUS I.
2018 Parking Ticket	\$45.00	853324	04/10/2018	23905 KUPSCH, NICOLE L.
2018 Parking Ticket	\$50.00	853344	04/06/2018	23905 KUPSCH, NICOLE L.
2018 Parking Ticket	\$50.00	853431	04/05/2018	25104 TYLER, TIMOTHY
2018 Parking Ticket	\$35.00	853456	05/08/2018	39065 HORTON, BREANNE T.
2018 Parking Ticket	\$45.00	853465	04/28/2018	25104 TYLER, TIMOTHY
2018 Parking Ticket	\$45.00	853477	03/15/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	853491	03/16/2018	38515 PROBELSKI, JILL E.
2018 Parking Ticket	\$5.00	853500	03/16/2018	38717 STURGES, MALLORY
2018 Parking Ticket	\$35.00	853531	03/20/2018	37933 LORENZ, MARY A.
2018 Parking Ticket	\$45.00	853576	03/14/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	853632	03/15/2018	37088 SIMMONS, TYSHAN L.
2018 Parking Ticket	\$50.00	853639	03/15/2018	26160 THAO, YENG
2018 Parking Ticket	\$50.00	853697	07/15/2018	39984 KNEPFEL, BRUCE A.
2018 Parking Ticket	\$45.00	853700	12/07/2018	20666 REINKE, JESSICA L.
2018 Parking Ticket	\$45.00	853770	03/16/2018	27196 IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	853833	06/13/2018	39618 SCHAEFER, JOSEPH E.
2018 Parking Ticket	\$45.00	853842	12/23/2018	40076 HAANPAA, RYAN V.
2018 Parking Ticket	\$25.00	853890	03/26/2018	901579 PV HOLDING CORP
2018 Parking Ticket	\$50.00	853932	04/24/2018	37288 CARLISLE, TATIONA CORZETTA
2018 Parking Ticket	\$45.00	853968	04/20/2018	36270 TEJADA-MORALES, JESUS I.
2018 Parking Ticket	\$50.00	853981	05/03/2018	39284 SIMPSON, VINCENT K.
2018 Parking Ticket	\$30.00	854003	05/08/2018	36188 BURNS, LIBBY K.
2018 Parking Ticket	\$45.00	854029	05/09/2018	37288 CARLISLE, TATIONA CORZETTA
2018 Parking Ticket	\$45.00	854030	05/09/2018	23905 KUPSCH, NICOLE L.
2018 Parking Ticket	\$45.00	854041	05/10/2018	37288 CARLISLE, TATIONA CORZETTA
2018 Parking Ticket	\$45.00	854042	05/10/2018	23905 KUPSCH, NICOLE L.
2018 Parking Ticket	\$50.00	854043	05/10/2018	37466 BALDE, ARIANN C.
2018 Parking Ticket	\$45.00	854067	05/11/2018	37288 CARLISLE, TATIONA CORZETTA
2018 Parking Ticket	\$45.00	854068	05/11/2018	37466 BALDE, ARIANN C.
2018 Parking Ticket	\$35.00	854131	06/20/2018	39040 WIDUCKI, LAURINE
2018 Parking Ticket	\$45.00	854274	05/18/2018	37466 BALDE, ARIANN C.
2018 Parking Ticket	\$45.00	854284	05/22/2018	37288 CARLISLE, TATIONA CORZETTA

2018 Parking Ticket	\$35.00	854349	05/25/2018	901573	HERTZ VEHICLES LLC
2018 Parking Ticket	\$45.00	854352	05/25/2018	37288	CARLISLE, TATIONA CORZETTA
2018 Parking Ticket	\$35.00	854363	06/04/2018	39497	DAY, DAVID L.
2018 Parking Ticket	\$5.00	854376	06/05/2018	39504	THIEL, KRISTINA A.
2018 Parking Ticket	\$35.00	854383	06/05/2018	39509	FALK, JAMIE L.
2018 Parking Ticket	\$35.00	854390	06/05/2018	39516	COTY, KRISTA L.
2018 Parking Ticket	\$35.00	854426	06/05/2018	802154	FREWERT, ROBERT K.
2018 Parking Ticket	\$25.00	854445	06/07/2018	39538	GUENTHER, BRETT L.
2018 Parking Ticket	\$45.00	854446	06/07/2018	23905	KUPSCH, NICOLE L.
2018 Parking Ticket	\$50.00	854447	06/07/2018	20979	RIVERS, TIMOTHY W.
2018 Parking Ticket	\$25.00	854465	06/08/2018	28385	GREEN, RUSSELL
2018 Parking Ticket	\$45.00	854470	06/08/2018	23905	KUPSCH, NICOLE L.
2018 Parking Ticket	\$35.00	854478	07/23/2018	39567	SINGH, BHADORIA A.
2018 Parking Ticket	\$50.00	854484	06/08/2018	27196	IQ PRINT MEDIA LLC
2018 Parking Ticket	\$45.00	854499	06/11/2018	23905	KUPSCH, NICOLE L.
2018 Parking Ticket	\$50.00	854508	12/03/2018	802207	MILLER, COURTNEY
2018 Parking Ticket	\$50.00	854533	07/21/2018	801691	BRUNETTE, RICK T.
2018 Parking Ticket	\$50.00	854551	06/06/2018	39530	POULIN, KAITLIN E.
2018 Parking Ticket	\$45.00	854552	06/07/2018	39461	GREYN, COLE R.
2018 Parking Ticket	\$45.00	854553	06/07/2018	36980	DRYER, JENNIFER L
2018 Parking Ticket	\$45.00	854554	06/08/2018	39461	GREYN, COLE R.
2018 Parking Ticket	\$50.00	854567	07/04/2018	33899	RODRIGUEZ, MELISSA A.
2018 Parking Ticket	\$45.00	854568	07/05/2018	33899	RODRIGUEZ, MELISSA A.
2018 Parking Ticket	\$45.00	854582	07/06/2018	33899	RODRIGUEZ, MELISSA A.
2018 Parking Ticket	\$50.00	854585	07/10/2018	33899	RODRIGUEZ, MELISSA A.
2018 Parking Ticket	\$50.00	854588	07/11/2018	33899	RODRIGUEZ, MELISSA A.
2018 Parking Ticket	\$45.00	854596	07/13/2018	33899	RODRIGUEZ, MELISSA A.
2018 Parking Ticket	\$45.00	854609	07/23/2018	801691	BRUNETTE, RICK T.
2018 Parking Ticket	\$45.00	854651	06/13/2018	27196	IQ PRINT MEDIA LLC
2018 Parking Ticket	\$35.00	854658	06/13/2018	39606	THOMAS, CHRISTY A.
2018 Parking Ticket	\$50.00	854674	06/13/2018	39617	SPAIN, STEVEN M.
2018 Parking Ticket	\$45.00	854679	06/11/2018	27196	IQ PRINT MEDIA LLC
2018 Parking Ticket	\$50.00	854699	06/12/2018	39599	MOOLENAAR, RYAN C.
2018 Parking Ticket	\$50.00	854706	12/17/2018	40268	MILLER, PAUL
2018 Parking Ticket	\$45.00	854728	06/13/2018	39599	MOOLENAAR, RYAN C.
2018 Parking Ticket	\$45.00	854738	06/15/2018	39599	MOOLENAAR, RYAN C.
2018 Parking Ticket	\$50.00	854857	06/29/2018	39807	STEDER, BRANDON
2018 Parking Ticket	\$45.00	854859	07/02/2018	37088	SIMMONS, TYSHAN L.
2018 Parking Ticket	\$45.00	854867	07/01/2018	37088	SIMMONS, TYSHAN L.
2018 Parking Ticket	\$45.00	854887	07/12/2018	39903	FELLERER, JENNIE M.
2018 Parking Ticket	\$45.00	854888	07/13/2018	39903	FELLERER, JENNIE M.
2018 Parking Ticket	\$45.00	854923	07/18/2018	22750	AUSTIN, ADAM G.
2018 Parking Ticket	\$45.00	854929	07/19/2018	22750	AUSTIN, ADAM G.
2018 Parking Ticket	\$50.00	854947	07/24/2018	40108	LAFRENIER, SAMMANATHA L.
2018 Parking Ticket	\$50.00	854951	06/28/2018	21846	STEDER, BRANDON J.
2018 Parking Ticket	\$50.00	854975	07/10/2018	39903	FELLERER, JENNIE M.
2018 Parking Ticket	\$25.00	855016	07/11/2018	39943	BROOKS, JEFFERSON L.
2018 Parking Ticket	\$35.00	855052	07/05/2018	36266	CEVAAL, ANDREW
2018 Parking Ticket	\$25.00	855074	07/06/2018	39890	WILDANGER, ANNA
2018 Parking Ticket	\$45.00	855076	07/22/2018	801691	BRUNETTE, RICK T.
2018 Parking Ticket	\$45.00	855087	09/16/2018	23741	GARRISON, JOHN A.
2018 Parking Ticket	\$45.00	855088	09/15/2018	23741	GARRISON, JOHN A.

2018 Parking Ticket	\$45.00	855094	10/20/2018	802046 SMITH, MICHELLE L.
2018 Parking Ticket	\$45.00	855099	10/20/2018	38390 ZAMBRANA, SHELLIE N.
2018 Parking Ticket	\$45.00	855100	10/21/2018	38390 ZAMBRANA, SHELLIE N.
2018 Parking Ticket	\$35.00	855176	07/12/2018	39966 PORTSIDE PLUMBING & HEATING
2018 Parking Ticket	\$50.00	855194	07/13/2018	39973 RUSSMAN, ANDREW J.
2018 Parking Ticket	\$30.00	855226	07/23/2018	40070 KOLB, MICHELLE L.
2018 Parking Ticket	\$45.00	855256	07/16/2018	39973 RUSSMAN, ANDREW J.
2018 Parking Ticket	\$45.00	855257	07/14/2018	39973 RUSSMAN, ANDREW J.
2018 Parking Ticket	\$5.00	855263	07/16/2018	40001 RAFOLS, OSCAR R.
2018 Parking Ticket	\$35.00	855296	07/17/2018	40013 RILEY, HANNAH B.
2018 Parking Ticket	\$35.00	855331	07/19/2018	40056 KELLY, STEPHANIE S.
2018 Parking Ticket	\$50.00	855343	07/19/2018	11250 GRUENKE, MARK S.
2018 Parking Ticket	\$35.00	855345	07/20/2018	40070 KOLB, MICHELLE L.
2018 Parking Ticket	\$45.00	855362	07/26/2018	39599 MOOLENAAR, RYAN C.
2018 Parking Ticket	\$45.00	855365	07/27/2018	802300 ENNEPER, JOSHUA J.
2018 Parking Ticket	\$45.00	855367	08/01/2018	802300 ENNEPER, JOSHUA J.
2018 Parking Ticket	\$15.00	855373	08/02/2018	40173 ATTKISSON, ERIK C.
2018 Parking Ticket	\$35.00	855429	08/29/2018	40472 STOUT, TERI A.
2018 Parking Ticket	\$35.00	855481	07/25/2018	40128 REYES, AL
2018 Parking Ticket	\$45.00	855514	07/27/2018	39599 MOOLENAAR, RYAN C.
2018 Parking Ticket	\$45.00	855556	08/03/2018	1159 COLDREN, MICHAEL D.
2018 Parking Ticket	\$15.00	855589	08/06/2018	40237 OLDS, CALI V.
2018 Parking Ticket	\$35.00	855623	08/08/2018	22686 HERTZ VEHICLES LLC
2018 Parking Ticket	\$50.00	855732	08/21/2018	40370 BAKER, RICHARD M.
2018 Parking Ticket	\$50.00	855753	08/29/2018	19642 THIEL, JESSICA R.
2018 Parking Ticket	\$45.00	855754	08/30/2018	19642 THIEL, JESSICA R.
2018 Parking Ticket	\$45.00	855755	08/31/2018	19642 THIEL, JESSICA R.
2018 Parking Ticket	\$50.00	855802	12/08/2018	801525 WADE, KEVEN M.
2018 Parking Ticket	\$45.00	855803	12/08/2018	801525 WADE, KEVEN M.
2018 Parking Ticket	\$45.00	855804	10/30/2018	38390 ZAMBRANA, SHELLIE N.
2018 Parking Ticket	\$45.00	855809	10/30/2018	802046 SMITH, MICHELLE L.
2018 Parking Ticket	\$45.00	855811	12/08/2018	801525 WADE, KEVEN M.
2018 Parking Ticket	\$50.00	855817	10/30/2018	40913 RUSELINK, MICHAEL W.
2018 Parking Ticket	\$50.00	855818	10/30/2018	40914 WAKELAND, DAVID T.
2018 Parking Ticket	\$50.00	855819	10/31/2018	38652 PAARMANN, STEFANY M.
2018 Parking Ticket	\$50.00	855857	09/21/2018	38390 ZAMBRANA, SHELLIE N.
2018 Parking Ticket	\$50.00	855867	09/27/2018	40684 HEPPARD, ROBBY LEE
2018 Parking Ticket	\$45.00	856006	08/16/2018	37585 BETTS, SHANIQUA A.
2018 Parking Ticket	\$50.00	856025	08/17/2018	37585 BETTS, SHANIQUA A.
2018 Parking Ticket	\$35.00	856045	08/21/2018	40372 HUNT, CRISTINA S.
2018 Parking Ticket	\$45.00	856057	08/21/2018	37585 BETTS, SHANIQUA A.
2018 Parking Ticket	\$30.00	856087	08/23/2018	40070 KOLB, MICHELLE L.
2018 Parking Ticket	\$50.00	856174	08/30/2018	21846 STEDER, BRANDON J.
2018 Parking Ticket	\$45.00	856338	08/31/2018	21846 STEDER, BRANDON J.
2018 Parking Ticket	\$50.00	856362	09/06/2018	40514 VANG, PA
2018 Parking Ticket	\$45.00	856372	09/06/2018	37976 JONES, ELIZABETH K.
2018 Parking Ticket	\$45.00	856394	09/09/2018	22483 SEGALLE, HEATHER M.
2018 Parking Ticket	\$45.00	856395	09/10/2018	22483 SEGALLE, HEATHER M.
2018 Parking Ticket	\$45.00	856414	09/11/2018	40514 VANG, PA
2018 Parking Ticket	\$45.00	856445	09/12/2018	40514 VANG, PA
2018 Parking Ticket	\$45.00	856446	09/12/2018	37976 JONES, ELIZABETH K.
2018 Parking Ticket	\$35.00	856449	09/12/2018	40564 MILANO, DANIEL Y.

2018 Parking Ticket	\$50.00	856462	09/14/2018	23741 GARRISON, JOHN A.
2018 Parking Ticket	\$50.00	856526	10/18/2018	40860 WEBER, GINA M.
2018 Parking Ticket	\$30.00	856605	09/18/2018	802154 FREWERT, ROBERT K.
2018 Parking Ticket	\$15.00	856617	09/19/2018	40607 FRANK, ROXANE C.
2018 Parking Ticket	\$45.00	856651	09/20/2018	23741 GARRISON, JOHN A.
2018 Parking Ticket	\$45.00	856718	09/26/2018	21292 BAYER, RYAN A.
2018 Parking Ticket	\$45.00	856787	09/26/2018	1159 COLDREN, MICHAEL D.
2018 Parking Ticket	\$45.00	856788	09/27/2018	1159 COLDREN, MICHAEL D.
2018 Parking Ticket	\$45.00	856805	09/27/2018	21292 BAYER, RYAN A.
2018 Parking Ticket	\$20.00	856819	09/28/2018	24296 LUMA, NEVZAT
2018 Parking Ticket	\$45.00	856824	09/28/2018	1159 COLDREN, MICHAEL D.
2018 Parking Ticket	\$45.00	856835	10/01/2018	21292 BAYER, RYAN A.
2018 Parking Ticket	\$50.00	856853	10/02/2018	40728 DELAFUENTE, NINA L.
2018 Parking Ticket	\$45.00	856856	10/02/2018	11250 GRUENKE, MARK S.
2018 Parking Ticket	\$45.00	856862	12/29/2018	801039 SALVETTA, LEWIS R.
2018 Parking Ticket	\$50.00	856863	10/03/2018	801991 ROTHERING, TAMA L.
2018 Parking Ticket	\$45.00	856875	10/03/2018	40728 DELAFUENTE, NINA L.
2018 Parking Ticket	\$45.00	856886	10/03/2018	11250 GRUENKE, MARK S.
2018 Parking Ticket	\$45.00	856891	10/04/2018	801991 ROTHERING, TAMA L.
2018 Parking Ticket	\$50.00	856897	10/04/2018	40749 HARRIS, PATRICK
2018 Parking Ticket	\$45.00	856903	10/05/2018	801991 ROTHERING, TAMA L.
2018 Parking Ticket	\$35.00	856906	10/05/2018	40759 JORDAN, TIANA M.
2018 Parking Ticket	\$45.00	856917	10/05/2018	40749 HARRIS, PATRICK
2018 Parking Ticket	\$45.00	856919	10/08/2018	11250 GRUENKE, MARK S.
2018 Parking Ticket	\$35.00	856930	10/08/2018	38434 HERNANDEZ, JOANNA C.
2018 Parking Ticket	\$45.00	856938	10/09/2018	40749 HARRIS, PATRICK
2018 Parking Ticket	\$45.00	857049	10/25/2018	38390 ZAMBRANA, SHELLIE N.
2018 Parking Ticket	\$45.00	857050	10/29/2018	802046 SMITH, MICHELLE L.
2018 Parking Ticket	\$50.00	857054	10/31/2018	40923 MASON, GARY A.
2018 Parking Ticket	\$45.00	857066	10/31/2018	40914 WAKELAND, DAVID T.
2018 Parking Ticket	\$45.00	857093	11/01/2018	40914 WAKELAND, DAVID T.
2018 Parking Ticket	\$50.00	857102	11/24/2018	41064 SANFELIPPO, GIOVANNA E.
2018 Parking Ticket	\$45.00	857103	11/25/2018	41064 SANFELIPPO, GIOVANNA E.
2018 Parking Ticket	\$45.00	857104	11/26/2018	41064 SANFELIPPO, GIOVANNA E.
2018 Parking Ticket	\$50.00	857126	11/06/2018	17864 MATALAS, KIMBERLY K.
2018 Parking Ticket	\$45.00	857128	11/06/2018	801293 DARRAH, CHARLES E.
2018 Parking Ticket	\$50.00	857144	11/06/2018	801649 GRIFFITH, CODY M.
2018 Parking Ticket	\$45.00	857155	11/07/2018	801649 GRIFFITH, CODY M.
2018 Parking Ticket	\$45.00	857168	11/09/2018	801649 GRIFFITH, CODY M.
2018 Parking Ticket	\$50.00	857170	12/24/2018	40982 BUSH, DONNA M.
2018 Parking Ticket	\$45.00	857240	11/26/2018	38390 ZAMBRANA, SHELLIE N.
2018 Parking Ticket	\$45.00	857321	12/31/2018	41314 ERICKSON, AUTUMN NE
2018 Parking Ticket	\$50.00	857323	12/29/2018	41064 SANFELIPPO, GIOVANNA E.
2018 Parking Ticket	\$50.00	857393	12/07/2018	41181 ROBLEE, JOHN D.
2018 Parking Ticket	\$45.00	857394	12/07/2018	41202 LOGSDON, LAWRENCE L.
2018 Parking Ticket	\$50.00	857423	10/18/2018	802046 SMITH, MICHELLE L.
2018 Parking Ticket	\$50.00	857440	10/19/2018	38390 ZAMBRANA, SHELLIE N.
2018 Parking Ticket	\$45.00	857444	10/19/2018	802046 SMITH, MICHELLE L.
2018 Parking Ticket	\$35.00	857446	10/19/2018	40866 ROSINKSY, AARON A.
2018 Parking Ticket	\$45.00	857474	10/24/2018	802046 SMITH, MICHELLE L.
2018 Parking Ticket	\$50.00	857776	12/20/2018	802104 LUCAS, ALTON S.
2018 Parking Ticket	\$50.00	857828	12/11/2018	41261 THOMAS, SIMEON

2018 Parking Ticket	\$50.00	857843	12/19/2018	41318 PRICE, RAKIYA
2018 Parking Ticket	\$45.00	857855	12/28/2018	41318 PRICE, RAKIYA
2018 Parking Ticket	\$45.00	857978	11/01/2018	40923 MASON, GARY A.
2018 Parking Ticket	\$45.00	857979	11/02/2018	40923 MASON, GARY A.
2018 Parking Ticket	\$15.00	910023	12/14/2018	40898 KAISER, HANNAH S.
2018 Parking Ticket	\$50.00	910079	11/20/2018	41043 NELSON, APRIL L.
2018 Parking Ticket	\$50.00	910109	11/29/2018	41087 TALL, DONNELL B.
2018 Parking Ticket	\$50.00	910112	11/29/2018	35430 LEE, TOUFONG
2018 Parking Ticket	\$45.00	910123	11/30/2018	41087 TALL, DONNELL B.
2018 Parking Ticket	\$45.00	910133	12/03/2018	41087 TALL, DONNELL B.
2018 Parking Ticket	\$50.00	910138	12/03/2018	41108 DZWONKOWSKI, DEBORAH A.
2018 Parking Ticket	\$45.00	910149	12/04/2018	41108 DZWONKOWSKI, DEBORAH A.
2018 Parking Ticket	\$45.00	910155	12/05/2018	41108 DZWONKOWSKI, DEBORAH A.
2018 Parking Ticket	\$45.00	910156	12/05/2018	41181 ROBLEE, JOHN D.
2018 Parking Ticket	\$50.00	910168	12/06/2018	41202 LOGSDON, LAWRENCE L.
2018 Parking Ticket	\$50.00	910169	12/06/2018	41181 ROBLEE, JOHN D.
2018 Parking Ticket	\$45.00	910208	12/17/2018	41314 ERICKSON, AUTUMN NE
2018 Parking Ticket	\$45.00	910210	12/18/2018	41314 ERICKSON, AUTUMN NE
2018 Parking Ticket	\$50.00	910211	12/16/2018	41314 ERICKSON, AUTUMN NE
2018 Parking Ticket	\$50.00	910220	12/21/2018	40076 HAANPAA, RYAN V.
2018 Parking Ticket	\$45.00	910224	12/26/2018	40076 HAANPAA, RYAN V.
2018 Parking Ticket	\$45.00	910230	12/28/2018	41314 ERICKSON, AUTUMN NE

Total Write-Off
\$96,150.07

**CITY OF SHEBOYGAN
RESOLUTION 175-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

MARCH 3, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Memorandum of Understanding with Sheboygan County for provision of EMS services to support SWAT activities.

WHEREAS, the Sheboygan Fire Department and Sheboygan County Sheriff’s Office desire to enter into agreement to ensure rapid and effective care for injured individuals, including law enforcement officers, suspects, and civilians during high-risk tactical operations.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is authorized to execute the attached Memorandum of Understanding.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**City of Sheboygan Fire Department And
SWAT Team / Sheboygan County Sheriff's Office**

Date: 01/15/2025

Purpose

This Memorandum of Understanding (MOU) is entered into between City of Sheboygan Fire Department and SWAT Team / Sheboygan County Sheriff's Office (hereafter referred to as the "Parties"). The purpose of this MOU is to establish the roles, responsibilities, and procedures for integrating Emergency Medical Services (EMS) and Tactical Emergency Medical Services (TEMS) with the SWAT team during critical law enforcement operations.

Scope of Agreement

The integration of EMS/TEMS with the SWAT team will provide on-scene medical support, ensuring rapid and effective care for injured individuals, including law enforcement officers, suspects, and civilians during high-risk tactical operations.

Responsibilities

1. EMS Agency Responsibilities

- a. Provide qualified EMS personnel trained in Tactical Emergency Medical Support (TEMS) to work alongside SWAT operations.
- b. Ensure that EMS/TEMS personnel are equipped with appropriate medical supplies and protective gear.
- c. Deploy EMS units to secure locations as directed by the SWAT team during operational deployments.
- d. Coordinate the evacuation and transport of injured individuals to medical facilities. Collaborate with SWAT command to develop operational plans that include medical considerations and safety protocols.

2. SWAT Team Responsibilities

- a. Ensure that EMS/TEMS personnel are briefed and integrated into pre-operation planning meetings.
- b. Provide safe and secure access for EMS/TEMS personnel during tactical operations.

- c. Cooperate with EMS personnel to identify potential medical risks and ensure safe evacuation routes for medical teams when needed.
- d. Communicate any immediate medical needs or threats to EMS/TEMS personnel during the operation.
- e. Assist EMS personnel in the event of dangerous conditions, including ensuring the safety of EMS teams during the operation.

3. Joint Responsibilities

- a. Develop and conduct regular joint training exercises to ensure effective collaboration between EMS and SWAT teams during tactical operations.
- b. Ensure clear communication protocols are established and adhered to during operations.
- c. Adhere to established incident command structures and emergency response procedures.
- d. Regularly review and update the integration procedures as necessary to improve efficiency, safety, and effectiveness.

Operational Coordination and Communication

1. Communication

- a. Both teams will use compatible communication systems to ensure seamless coordination during an operation.

2. Incident Command Structure

- a. A unified command will be established as needed.
- b. The SWAT team will maintain primary control over tactical operations and EMS branch will be added to command as needed.
- c. Coordination for medical response and evacuation will occur between the EMS and SWAT command centers.

Training and Exercises

- 1. Both EMS and SWAT teams will participate in joint training sessions at least 4 times per calendar year to ensure readiness for collaborative operations.
- 2. The training will cover, but is not limited to, the following:
 - a. Tactical operations involving injured law enforcement officers, suspects, or civilians.
 - b. Medical triage and treatment in high-risk environments.
 - c. Extraction and transport of injured personnel under tactical conditions.

Liability and Insurance

- 1. Each party agrees to maintain adequate insurance coverage for its personnel during the performance of duties under this MOU.
- 2. Neither party shall be held liable for actions or omissions occurring under the scope of this MOU,

except in cases of gross negligence or willful misconduct.

Duration and Termination

- 1. This MOU shall remain in effect until January 1, 2027 or until terminated by either party with 15 days' notice period written notice.
- 2. This MOU can be amended or extended by mutual written agreement.

Signatories

By signing below, the Parties agree to the terms outlined in this MOU:

For City of Sheboygan Fire Department:

Name: _____

Title: _____

Signature: _____

Date: _____

For SWAT Team / Sheboygan County Sheriff's Office:

Name: _____

Title: _____

Signature: _____

Date:

**CITY OF SHEBOYGAN
RESOLUTION 176-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MARCH 3, 2025.

A RESOLUTION authorizing a 2025 budget amendment and the Purchasing Agent to issue a purchase order for the purchase of two Sludge Heat Exchangers for the Wastewater Treatment Plant.

WHEREAS, the effective treatment of bio-solids includes the need to heat the sludge as a critical step in the process. The City's consultant, Donohue and Associates, has made the Treatment plant aware of the advanced age of two sludge heat exchangers and is recommending that the units be replaced to assure efficient and effective operation; and

WHEREAS, this project was previously budgeted and approved in the 2023 Capital Improvements Plan; and

WHEREAS, user fee amounts adopted in 2023 were sufficient to cover the cost of this project and remain in the Wastewater Fund's fund balance for this use; and

WHEREAS, the heat exchangers to be replaced are specialized in both design and configuration and the City's consultant has found only two firms that have the capability to manufacture units meeting the specifications; and

WHEREAS, the City's Consultant has worked with both firms to establish costs associated with the manufacture of the units and has determined that the lower cost units offered by Walker Manufacturing meet all of the requirements as set forth by the City's Consultant; and

WHEREAS, the City Attorney's office has reviewed all of the pertinent information and has determined that due to the specialized nature of this equipment, as well as only two manufacturers able to produce the equipment, the City may proceed with this purchase without issuance of a Request for Bids.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order to Walker Process Equipment of Aurora, Illinois in the amount of \$282,400.00 for the purchase of two Custom Fabricated Sludge Heat Exchangers for the City of Sheboygan Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above purchase via the following 2025 budget amendment:

INCREASE:

Wastewater Fund – Wastewater – Improvements other than Buildings
(Acct. No. 630361-641100) \$282,400

Wastewater Fund – Fund Equity Applied
(Acct. No. 630-493000) \$282,400

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

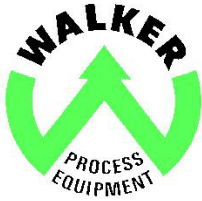
_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



Division of McNish Corporation

Dedicated to the
Water and
Wastewater Industry

Walker Process Equipment Item 28.

Division of McNish Corporation

840 North Russell Avenue

Aurora, Illinois 60506-2853

E-Mail: walker.process@walker-process.com

Website: www.walker-process.com

Phone: 630-892-7921

December 6, 2024

**TO: Donohue Associates
Attn: Jeff Wills**

**SUBJECT: Sheboygan WWTP, WI
Heat Exchangers**

PROPOSAL NO.: 24-0130S-1

Dear Sir or Madam:

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

Section 46 73 42 -- Two (2) E2500 Concentric Tube Heat Exchangers

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg. 2, 3
Scope of Supply and Clarifications	Pg. 4, 5
General Items	Pg. 6, 7
Terms and Conditions of Sale	Pg. 8 – 11
Mechanical Warranty	Pg. 12

If we can furnish any clarifications or additional information, please contact our Representative, **Rich Hussey of LAI at 847.989.5422**. We look forward to the opportunity of working with you for the supply of this equipment.

Sincerely,
WALKER PROCESS EQUIPMENT
Division of McNish Corporation

Lane G. Sheldon
Regional Sales Manager

PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes.

Our pricing includes a maximum of seven (7) hard copy service manuals unless a greater number is specified in the project specifications. If requested, WPE will supply the electronic version of the O & M Manual in PDF format. The rights to the content of WPE O & M Manuals and drawings belong solely to WPE. WPE reserves the right to revise the content at any time.

NOTE: Please refer to the following pages for clarifications to our scope of supply.

46 73 42 --- Two (2) E2500 Heat Exchangers. . . . \$ <u>282,400.00</u>

CONDITIONS OF SALE: This offer to sell is expressly made subject to the following requirements: WPE means Walker Process Equipment Division of McNish Corporation.

Your purchase order must be received by WPE not later than January 10, 2025. Please note that prices quoted are not firm and are subject to Price Adjustment per item 11 listed under Terms and Conditions of Sale attached hereto and made a part of this Proposal

WPE proposes to supply all equipment and materials listed in this Proposal as a material supplier only and not as a subcontractor.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

PAYMENT AND PRICE TERMS:

- 15% net 30 days upon receipt of approved submittal.
- 80% net 30 days upon shipment of materials, or upon offer to ship.
- 5% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. This offer to sell does not include bonds of any kind, which the purchaser may require.

ESTIMATED SCHEDULES:

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project managers will work with you to coordinate our shipments with your construction schedule and expect you to expedite a timely turnaround of our submittal for approval. WPE will not be held responsible for delays or shortages of materials caused by our suppliers and/or by conditions beyond our control and under no circumstances will be liable for liquidated damages.

We estimate that we can ship fabricated materials in accordance with the schedules listed within each of the proposed items of this proposal.

Approval Schedules are shown in weeks after receipt of **order with complete information**. Shipment schedules are shown in weeks after **receipt of final Approved Submittal**.

SCHEDULES STATED WITHIN THIS PROPOSAL ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER. ALL SHIPPING AND DELIVERY DATES ARE BASED UPON AVAILABILITY OF MATERIALS, SUPPLIES AND LABOR AND WE WILL NOT BE LIABLE FOR DELAYS CAUSED BY SHORTAGES IN MATERIALS CAUSED BY EVENTS BEYOND OUR CONTROL.

If approved Submittals and/or requested verified tank dimensions are not received by WPE within six (6) weeks of initial transmittal, WPE shall be entitled to a reasonable extension of the Shipment Schedule and Contract Price.

TERMS AND CONDITIONS:

Refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

FIELD SERVICE:

If our scope of supply indicates the price includes the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or

instruction of plant personnel as noted in the "Scope of Supply", refer to the attached General Items regarding our Terms of Field Service.

SCOPE OF SUPPLY

SECTION 46 73 42 DONOHUE SPECIFICATIONS:
HEAT EXCHANGERS

Two (2) Concentric Tube Heat Exchangers, each with a rated capacity of 2,500,000 BTU/HR.

Sixteen (16) tube units with double pass water and double pass sludge piping arrangement. Each pass consisting of eight (8) tubes.

WALKER PROCESS WILL SUPPLY:

- **Sludge Tubes – 4” diameter – eight (8) tubes per pass**
- **Water Tubes – 6” diameter – eight (8) tubes per pass**
- **Sludge and Water adaptors and return bends**
- **End Tube Sheets, frame, top and side housing panels**
- **Insulation**
- **Thermometers**
- **Lifting eye bolts**
- **Anchorage type 304 stainless steel**
- **Shop Inspection** by an inspector holding a Nation Board Commission certifying that construction conforms to the latest revision of the ASME Code. The ASME "U" symbol will be stamped on the heat exchanger nameplate.

PAINTING: Ferrous surfaces of all factory assembled equipment will be prepared in accordance with SSPC-SP7 and given one (1) shop primer coat of Sherwin-Williams Macropoxy 646 PW, 3.0 to 5.0 mils dry film thickness and one (1) shop finish coat of Sherwin-Williams Acrolon 218 HS, ANSI #70 Gray, 3.0 to 6.0 mils dry film thickness.

Aluminum, stainless steel, galvanized steel, plastic, and other special materials will not be painted.

STORAGE: The Heat Exchanger should be placed in a covered area and protected from freezing.

FIELD SERVICE: As required, but not to exceed one (1) trip and one (1) day of mechanical service, each unit.

ESTIMATED SCHEDULE: Based on current deliveries by suppliers and our projected work load, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULE COMMITMENTS ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

Submittal of Approval Drawings 8-10 weeks
Shipment, after Receipt of Approval. . 32 – 34 weeks

EXCLUSIONS: The following are not included in this offering.

1. Boiler
2. Sludge piping, fittings, or valves
3. Water piping, fittings, or valves
4. Adhesive dispenser for any adhesive anchors, if used
5. Sludge and water supply piping pressure relief valves
6. Sludge recirculation pump, motor, or controls
7. Building hot water pump, motor, or controls
8. Digester temperature controls
9. Concrete work or erection

NOTE:

1. WPE does not provide information for any construction permits, installation permits, operating permits, or related documents which may be required by Local or State Authorities.
2. If sludge and water supply piping relief valves are specifically noted within this proposal as being supplied by Walker Process, all associated relief valve mounting spools and drain piping are not provided by Walker Process. All pressure relief valves are shipped separately and are to be field installed in the sludge and water supply piping by the installing Contractor.

*WPE HEATX HEAT TRANSFER AND HYDRAULIC HEAD LOSS PROGRAM HEATX
 01.XLS - REV 21 - 6/2/2023*



*Sheboygan DATE: 12/06/24
 Two pass unit, one pass Calculations BY: Lane
 24-0130S*

SLUDGE SPECIFIC GRAVITY 1.000
 SLUDGE VISCOSITY 1.00 cSt
 SLUDGE SPECIFIC HEAT 1.00
 BTU/(LBm-°F)

THIS IS A SLUDGE HEATING APPLICATION

PROCESS HEAT TRANSFER REQUIRED	UNKOWN BTU / HR
EXCHANGER WATER TUBE MATERIAL	SA 53 E/S ALLOY STEEL
EXCHANGER WATER SIDE TUBE	6 INCH SCH 40 PIPE
EXCHANGER WATER SIDE TUBE WALL THICKNESS	0.280 IN
EXCHANGER SLUDGE TUBE MATERIAL	SA 53 E/S ALLOY STEEL
EXCHANGER SLUDGE SIDE TUBE	4 INCH SCH 40 PIPE
EXCHANGER SLUDGE SIDE TUBE WALL THICKNESS	0.237 IN
EXCHANGER FRAME LENGTH	12.00 FT
NUMBER OF TUBES PER PASS	8
NUMBER OF PASSES - WATER	1
NUMBER OF PASSES - SLUDGE	1
HEAT TRANSFER AREA - SLUDGE PIPE O.D. AREA	119.8 FT ²
HEAT TRANSFER AREA - SLUDGE PIPE I.D. AREA	107.2 FT ²
WATER FLOW PER PASS	175 GPM
WATER INLET TEMPERATURE	160.0 °F
SLUDGE FLOW PER PASS	200 GPM
SLUDGE INLET TEMPERATURE	95.0 °F
THEORETICAL PRESSURE DROP WATER SIDE	10.6 FT WC
THEORETICAL PRESSURE DROP SLUDGE SIDE	5.3 FT WC
OVERALL HEAT TRANSFER COEFFICIENT WITHOUT FOULING	341.6 BTU/(HR-FT ² -°F)
WATER OUTLET TEMPERATURE - NO FOULING	138.5 °F
WATER OUTLET TEMPERATURE DIFFERENCE - NO FOULING	21.5 °F
SLUDGE OUTLET TEMPERATURE - NO FOULING	113.5 °F
HEAT TRANSFERRED - NO FOULING	1,840,821 BTU/HR
APPLIED SLUDGE HEAT TRANSFER FOULING FACTOR	0.0010 (HR-FT ² -°F)/BTU
OVERALL HEAT TRANSFER COEFFICIENT WITH FOULING FACTOR	247.1 BTU/(HR-FT ² -°F)
WATER OUTLET TEMPERATURE WITH FOULING	143.0 °F
WATER OUTLET TEMPERATURE DIFFERENCE WITH FOULING	17.0 °F
SLUDGE OUTLET TEMPERATURE WITH FOULING	109.6 °F
HEAT TRANSFERRED WITH FOULING	1,455,520 BTU/HR

GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish Corporation (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

PAINTING: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) before equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchaser's and Field Painting Contractor's full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel or other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish Corporation and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish Corporation and Walker Process Equipment Division of McNish Corporation make **no warranty**, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish Corporation.

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

TERMS AND CONDITIONS OF SALE

1. **Controlling Terms.** All purchase orders submitted to Walker Process Equipment, a division of McNish Corporation (hereinafter referred as “**Seller**”) by a purchaser (hereinafter referred to as the “**Buyer**”) for products and/or services sold by Seller shall constitute acceptance of Seller’s Bid Proposal, these Terms and Conditions of Sale and Seller’s Mechanical Warranty (hereinafter referred to, collectively, as “Seller’s Contract Documents”). In the event any provision of Buyer’s purchase order conflicts with Seller’s Contract Documents, the provisions of Seller’s Contract Documents shall control. Any modifications, amendments or other changes to Seller’s Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller’s Contract Documents and Buyer’s purchase order are hereinafter referred to, collectively, as the “Contract”).
2. **Acceptance of Purchase Orders.** All purchase orders received by Seller are subject to approval of Buyer’s credit and is contingent upon Seller’s receipt of written approval of all equipment submittals or written waiver thereof.
3. **Shipment and Delivery.** The shipping schedule set forth in Seller’s proposal is based upon Seller’s knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller shall not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
4. **F.O.B. Point and Title.** Seller’s delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
5. **Payment Terms.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys’ fees, which are incurred by Seller to collect any past due accounts.
6. **Setoff.** Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller’s right to stop performing Seller’s obligations under this Contract.
7. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer’s purchase of Seller’s goods shall be paid by Buyer directly to the appropriate governmental authority.
8. **Warranty.** Seller warrants all goods that it manufactures in accordance with the terms of Seller’s Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the “Warranty”). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer’s obligations under its Contract.
9. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer’s behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
10. **Backcharges.** No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller’s advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller, Buyer shall be in breach of this Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer.

11. **Price Adjustment.**

Fabricated Steel Components

A contract price revision will take effect if, at the time WPE can purchase fabricated steel required for this project, the increase in the cost of fabricated steel assemblies (carbon steel or stainless steel) is greater than 2% above the cost at the bid date. The contract price will be adjusted by the amount that the current cost of steel exceeds 102% of the cost of steel on the bid date.

Other Large Value Items

A contract price revision will take effect if, at the time WPE can purchase Large Value Items for this project, the increase in the cost of those items such as aluminum (handrailing and grating), plastic, fiberglass, control panels, mixers, burners etc. is greater than 2% from the cost quoted to us within 3 weeks prior to the bid date. The contract price will be adjusted by the amount that the cost of the large value items exceeds 102% of the cost of these items on the bid date.

12. **Indemnification.** Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.

13. **Limitation of Liability.** Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.

14. **Force Majeure.** Seller shall not be liable for any costs or damages of any kind under this Contract related to or arising from delays or nonperformance of Seller's obligations caused by any event occurring beyond Seller's control, including, without limitation, acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in materials or supplies required or the manufacture or shipment of the products, or governmental orders.

15. **INDEMNIFICATION PROVISION FOR WATER TREATMENT PROJECTS**

Buyer hereby agrees to indemnify, hold harmless, and upon request, to defend, Seller and Seller's shareholders, directors, officers, employees, agents and legal representatives (hereinafter referred to, collectively, as the "Indemnified Parties"), from and against any and all damages, losses, liabilities, fines, penalties, costs and expenses (including, but not necessarily limited to, all fees incurred by the Indemnified Parties for attorneys and other professional consultants) engaged by the Indemnified Parties, in connection with, or relating to, any claim, demand, action, suit, administrative proceeding, judgment, order, investigation or remediation asserted or issued by any third party, including, without limitation, any federal, state, or local governmental authority, arising or alleged to arise from the presence of any Hazardous Substances (as hereinafter defined), which have been discharged, directly or indirectly, into or from any body of water treated or to be treated by any equipment manufactured or provided by Seller pursuant to the terms of this Purchase Order. For purposes hereof, the use of the term "Hazardous Substances" shall mean industrial wastes, toxic pollutants, and chemicals (including but not limited to per-and polyfluoroalkyl substances (PFAs) or other manufactured chemicals), and any other hazardous substances as such terms are defined under Environmental Laws (as hereinafter defined), petroleum and petroleum products, asbestos or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, polychlorinated biphenyl ("PCB") or PCB containing materials or fluids, radon, any other hazardous or radioactive substance, material, pollutant,

contaminant or waste, and any other substance with respect to which Environmental Laws or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

16. **Field Service.** Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with an eight (8) week advance notice to schedule service requests. If less than eight (8) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

17. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.

18. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.

19. **Disclosure.** Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish Corporation.

20. **Invalidity.** If any provision of Seller's Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.

21. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.

22. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.

SELLER:

WALKER PROCESS EQUIPMENT,
Division of McNish Corporation

Signature:



Name/Title: Lane G. Sheldon / Regional Sales Manager

Date: December 6, 2024

ACCEPTED BY BUYER:

Name of Company: _____

Authorized Signature: _____

Name/Title: _____

Date: _____

MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations, and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.

**CITY OF SHEBOYGAN
RESOLUTION 179-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MARCH 3, 2025.

A RESOLUTION authorizing the Director of Public Works to grant permission to Boy Scouts of America – Lakeshore District to maintain a temporary campsite on property owned and maintained by the City and to maintain controlled fire(s) on such property for a Camporee event occurring May 2 – 4, 2025.

WHEREAS, Sheboygan Municipal Code § 40-61 generally prohibits camping on City-owned property, including streets, parks, and municipal parking lots except when the Director of Public Works is authorized by the Common Council to grant permission for such activities; and

WHEREAS, Boy Scouts of America – Lakeshore District desires to operate a Camporee event at Maywood Environmental Park from May 2 – 4, 2025 during which over 100 scouts and their leaders will rotate through sessions including merit badges, on-site service projects, scout ceremonies, and other activities; and

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is authorized to permit the Boy Scouts of America to camp at Maywood Environmental Park from May 2 – 4, 2025 upon submission of all necessary information and approval of same by the Director of Public Works and City Attorney or their designees.

BE IT FURTHER RESOLVED: That the Director of Public Works, or their designee, is authorized to permit the Boy Scouts of America to utilize fire ring(s) placed in approved location(s) pursuant to Sheboygan Municipal Code § 40-60(d).

BE IT FURTHER RESOLVED: That the Director of Public Works, in their capacity as having the authority and powers prescribed by the Sheboygan Municipal Code for the board of public works, may authorize such further activities as would otherwise be prohibited by park rules and designate areas for such activities.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 181-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MARCH 3, 2025.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

AGREEMENT
 BETWEEN CITY OF SHEBOYGAN AND FOX VALLEY ATHLETICS, LLC
 FOR THE MANAGEMENT AND OPERATION OF RECREATIONAL PROGRAMS
 AT WILDWOOD ATHLETIC COMPLEX

This Agreement is made by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (“City”), and Fox Valley Athletics, LLC, a Wisconsin limited liability company (“FVA”).

RECITALS

WHEREAS, The City owns a public recreational facility commonly known as Wildwood Athletic Complex located at 2276 New Jersey Ave, Sheboygan, Wisconsin; and

WHEREAS, the professional management and operation of recreational programs at Wildwood Athletic Complex is a benefit to the city and its residents and visitors; and

WHEREAS, FVA has operated adult softball leagues in Appleton, Menasha, and Neenah and desires to offer quality recreation programs to the City of Sheboygan; and

WHEREAS, the Parties desire to set forth the terms and conditions under which FVA will manage recreational programs at Wildwood Athletic Complex.

NOW, THEREFORE, the parties agree as follows:

- I. FVA Responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, FVA’s responsibilities shall include:
- a. Management and operation. FVA shall manage and operate all aspects of the Wildwood Athletic Complex sports facilities including, without limitation, administration, field and facility maintenance, staffing, concessions, and reservations. Such services include at a minimum, ballfield leveling, grooming, and grass mowing/trimming other than once weekly grass mowing provided by the City. FVA shall also notify the City if it becomes aware of the need for playground maintenance or tree trimming.
 - b. Services. FVA shall supply the following services:
 - i. Gas, oil, and grease necessary for equipment usage;
 - ii. Garbage bag replacement in trash and recycling receptacles and transferring full bags to the on-site dumpster;
 - iii. Flags;
 - iv. Ballfield supplies such as Diamond Mix, Turface, and chalk;
 - v. Provision of hand tools;
 - vi. Field grooming including but not limited to field mowing, grass and weed trimming, lawn rolling, infield and warning track grading;
 - vii. Cleaning restrooms, maintaining the interior of the concession stand, food service areas, and the immediate asphalt area outside of the ball diamonds;

Provision of all garbage and recycling bags, cleaning products, and restroom paper products.

- c. Security. FVA shall ensure the Wildwood Athletic Complex facility is secured after each use. FVA shall be responsible for maintaining possession of facility keys. Facility keys shall not be duplicated or distributed to non-FVA staff. FVA may be responsible for facility keying expenses from neglecting to maintain keys or return keys to the City.

- d. Legal Compliance. FVA shall comply with all applicable park rules, City ordinances and state laws regarding the operation of the concession stand and shall obtain all necessary permits and licenses required for such operation. FVA shall comply with all federal, state, and local laws, regulations, and rules applicable to its operations at Wildwood Athletic Complex.

- e. Concessions. FVA shall have the right, license, and privilege to provide concession services subject to the following:
 - i. FVA shall operate and manage the concession stand in a safe, efficient, sanitary, and environmentally-friendly manner. Such operation and management includes without limitation, the storage, preparation, and sale of concession items.

 - ii. Unless otherwise specifically set forth in this Agreement, FVA shall be responsible for providing all supplies and equipment necessary to deliver the services set forth in this Agreement to a level that, at a minimum, meets the demands and expectations of the customers. In acquiring supplies, equipment, goods, and services, FVA shall not use, pledge, or in any rely on the City's credit.

 - iii. Intoxicating Beverages. FVA shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the Wildwood Athletic Complex premises, and shall limit the sale of fermented malt beverages to be served only in paper or plastic cups, plastic bottles, or aluminum cans, and only sell such beverages during softball tournament activities, league play, or exhibition events taking place at Wildwood Athletic Complex. FVA's employees involved in the sale of fermented malt beverages shall be properly trained in the sale of alcohol and properly licensed as required.

 - iv. FVA shall provide food and beverages like those provided by similar facilities and generally expected by the public at comparable concession stands. Food and beverage offerings shall be based upon available kitchen facilities at the concession stand. FVA shall maintain valid licenses and permits as necessary to facilitate food and beverage concessions.

 - v. FVA shall arrange and accept all product deliveries to the concession stand. The City shall not be held responsible for the receipt of any product deliveries. FVA shall clarify with all vendors making such deliveries that FVA is accepting said

deliveries and responsibility for same, including payment. FVA shall not use the City's name or credit to secure any such deliveries.

- vi. FVA may place temporary banners and advertising within the concession area and may place temporary sandwich board signs near the concession stand but such sandwich board signs shall be removed upon closing each day.
- f. Personnel. FVA shall employ a sufficient number of qualified personnel to ensure efficient performance of the various duties set forth in this Agreement. FVA shall be solely responsible for the salaries, benefits, tax withholding, Social Security, and other payroll deductions related to its employees. FVA's personnel are not employees of the City and no actions shall be taken or representations made to create an employment relationship between FVA personnel and the City.
- g. Nondiscrimination. FVA shall not knowingly discriminate in its operations at Wildwood Athletic Complex with respect to its hiring practices and daily operations. This specifically includes discrimination against:
- i. Any City resident(s), or organized team(s) in the activities of their organization insofar as league play, tournaments, and athletic activities are concerned;
 - ii. Any individual who attends as a participant or spectator of any FVA-sponsored athletic activities at the Wildwood Athletic Complex or any other City ballfields.
- h. Indemnification and Hold Harmless. To the extent permitted by law, FVA agrees to indemnify and defend and hold harmless the City of Sheboygan and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs, and attorney fees arising out of this Agreement caused in whole or in part by FVA, its officers, officials, employees, agents, or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.
- i. Insurance. FVA shall file with the City a certificate of insurance naming the City, its officers, officials, employees, and agents as additional insured and providing a notice of cancellation of at least thirty days to the City. All insurance shall be in full force and effect throughout the Agreement term and shall be placed with insurers who have an A.M. Best rating of no less than A-. FVA's insurance limits shall be the minimums set forth below:
- i. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ii. Workers Compensation: Statutory limits
- II. City responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, and subject to available funding, the City shall be responsible for the following:

- a. Equipment and supplies. The City shall provide FVA with the use of the following equipment that has traditionally been kept at the Wildwood Athletic Complex:
- i. 1 Smithco ball diamond groomer;
 - ii. 1 string trimmer;
 - iii. 1 grease gun;
 - iv. 14 picnic tables;
 - v. 1 fryer;
 - vi. Garbage cans;
 - vii. 1 push mower;
- b. Services. The City shall provide the following services:
- i. Use of the existing storage garage and dumpster located on the Wildwood Athletic Complex premise and garbage collection for said dumpster;
 - ii. Once weekly field mowing;
 - iii. Playground maintenance;
 - iv. Tree trimming as needed to correct hazards and eliminate impediments to softball or baseball games;
 - v. Maintain facility lighting and pay utilities
- III. Amendments. This Agreement may be amended only by a writing signed by both Parties.
- IV. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties and may not be assigned or transferred to a third party without the other Party's prior, written consent. Any attempted assignment in violation of this section shall be void. Without limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.
- V. Authority. Each person executing this Agreement represents and warrants that the execution and delivery of this Agreement has been duly authorized, that the person executing this Agreement has 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. If either party is an LLC, such party shall provide to the other party at the time of execution a Statement of Authority (Form 501 - WI DFI).

VI. Costs. FVA shall pay the City by July 1 of each season, the following rates for use of the Wildwood Athletic Complex:

2025: \$3,000
 2026: \$3,250
 2027: \$3,500
 2028: \$3,750
 2029: \$4,000

FVA shall have the right to charge other designated teams, organizations, and clubs a fee for the use of the concession stand and equipment at the Wildwood Athletic Complex premises. Such fees shall be set forth in a Fee Schedule attached to this Agreement as Exhibit A.

VII. Counterparts. This Agreement may be executed in counterparts and all such counterparts together shall constitute one and the same instrument.

VIII. Dispute Resolution. The Parties agree to make good faith attempts to negotiate disputes but if such negotiation fails, the parties agree that disputes may be resolved in Sheboygan County Circuit Court.

IX. Entire Agreement. This Agreement contains the entire understanding between the parties on the subject matter thereof and no representations, inducements, promises, or agreements- oral or otherwise- that are not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter thereof.

X. 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.

XI. Governing Law. This Agreement shall be construed and interpreted in accordance with Wisconsin laws.

- XII. Notice. Any notice, consent, approval, request, or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent via first class mail, postage prepaid, to the address below. Delivery shall be deemed effective upon person delivery or deposit in the U.S. mail.

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

Fox Valley Athletics, LLC

Attn: Eric Schaefer

1139 Honeycreek Circle

Oshkosh, WI 54904

- XIII. Right of Entry. The City reserves the right to enter and inspect Wildwood Athletic Complex at any time for any reason and FVA acknowledges and agrees that the City has such right.
- XIV. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) is omitted.
- XV. Taxes. FVA shall be responsible for any taxes that arise as a result of its usage of Wildwood Athletic Complex pursuant to this Agreement.
- XVI. Term and Expiration. This Agreement shall be in force and effect as of the date the Agreement is executed by both parties and shall automatically renew for successive one-year terms from April 1 – November 1 for up to four years unless either party provides 90 days' written notice to the other party of its intention to allow the Agreement to expire
- XVII. Termination for Cause. This Agreement may be terminated by either Party for cause if the other party defaults in the performance of their responsibilities as set forth in the Agreement. The non-defaulting party shall provide 30 days' written notice of intent to terminate for cause and the basis therefore to the defaulting party.. The defaulting party shall have thirty days to cure the default to avoid termination. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration.
- XVIII. Waiver. No failure or delay of any Party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the latter date written below.

Fox Valley Athletics, LLC

By: _____

_____(name)_____, __ (title)_____

Date: _____

City of Sheboygan

By: _____

Ryan Sorenson, Mayor

Date: _____

By: _____

Meredith DeBruin, City Clerk

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 183-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MARCH 3, 2025.

A RESOLUTION authorizing a budget amendment in order to participate in a Wisconsin Department of Natural Resources Targeted Runoff Management Grant to support stormwater runoff and erosion control activities in the Pigeon River Corridor located within Maywood and Evergreen Parks.

WHEREAS, on April 3, 2024, via Resolution No. 196-23-24, the Common Council authorized the appropriate City officials to apply for a Wisconsin Department of Natural Resources Targeted Runoff Management Grant and a Wisconsin Department of Natural Resources Urban Nonpoint Source and Stormwater Grant for the purposes of designing and implementing measures to control agricultural or urban stormwater runoff pollution sources within the Pigeon River Corridor located within Maywood and Evergreen Parks; and

WHEREAS, the City also allocated \$250,000 to further support the project within the City's 2025 Budget; and

WHEREAS, Resolution No. 196-23-24 expressed an interest in participating in the cost-sharing requirement necessary to accept both grants and, upon acceptance, directed the Finance Director to bring forward a budget amendment resolution for consideration and confirmation of grant acceptance; and

WHEREAS, the City has been awarded the aforementioned grants and now desires to amend the 2025 budget in order to account for the grant award.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to make the following amendments to the 2025 City budget reflecting the grant funds received through this program:

INCREASE:

Capital Projects Fund – Public Works – Storm Sewer Infrastructure
(Acct. No. 400300-641500) \$136,255

Capital Projects Fund – State Grants Other
(Acct. No. 400-436900) \$136,255

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 182-24-25**

BY ALDERPERSONS DEKKER AND RAMEY

MARCH 3, 2025.

A RESOLUTION releasing a property owner from liability associated with employees and/or agents of the City of Sheboygan entering upon the owner’s land to obtain soil borings in conjunction with the Southside Interceptor Project.

RESOLVED: That in consideration for allowing agents and/or employees of the City of Sheboygan to enter upon the land owned by Dan Casper, Parcel Identification No. 59281472507, for the purpose of obtaining soil borings to support the Southside Interceptor Project, the City of Sheboygan, on behalf of its directors, officers, employees, volunteers, and agents, and their successors and assigns releases, discharges, indemnifies, and holds harmless Dan Casper from any and all claims, causes of action, and demands of any nature, whether known or unknown, arising out of or in connection with the soil boring activities taking place on Parcel Identification No. 59281472507. Nothing in this release and waiver of liability shall be construed as the City of Sheboygan waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 231-24-25**

BY PUBLIC WORKS COMMITTEE.

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 169-24-25 by Alderpersons Dekker and Ramey vacating and discontinuing portions of North Commerce Street in the City of Sheboygan; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 169-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 17, 2025.

A RESOLUTION vacating and discontinuing portions of North Commerce Street in the City of Sheboygan.

WHEREAS, pursuant to Wis. Stat. § 66.1003(4), the Common Council of the City of Sheboygan (the “Common Council”) declares that the public interest requires the vacation and discontinuance of the portions of North Commerce Street in the City of Sheboygan described and shown in the attached Exhibit A (the “Discontinued Property”); and

WHEREAS, the vacation and discontinuance of the Discontinued Property will not result in a landlocked parcel of property; and

WHEREAS, this Resolution was first introduced before the Common Council on February 17, 2025 (the “Resolution Introduction Date”); and

WHEREAS, the hearing on the passage of this Resolution is not less than forty (40) days after the Resolution Introduction Date; and

WHEREAS, a Lis Pendens was filed with the Register of Deeds for Sheboygan County on February 14, 2025, giving notice of the pendency of the application to vacate the Discontinued Property; and

WHEREAS, a Notice of Hearing was duly published in *The Sheboygan Press* on March 7, 2025, March 14, 2025, and March 21, 2025, a copy of said Notice was served more than thirty (30) days prior to the hearing on the passage of this Resolution in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the Discontinued Property or a waiver of notice thereof was received; and

WHEREAS, a public hearing was held before the Common Council on April 2, 2025 at 6:00 p.m. in the Sheboygan City Hall Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin; and

WHEREAS, [no written objection to said discontinuance and vacation as set forth in Wis. Stat. § 66.1003(4)(c) has been filed with the City Clerk/a written objection to said discontinuance and vacation was filed with the City Clerk as set forth in Wis. Stat. § 66.1003(4)(c), but at least two-thirds (2/3) of the members of the Common Council have voted in favor of said discontinuance and vacation].

NOW, THEREFORE, BE IT RESOLVED: That, in accordance with the authority vested in the City of Sheboygan by Wis. Stat. § 66.1003, and because the public interest requires it, the Common Council hereby vacates and discontinues the Discontinued Property.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

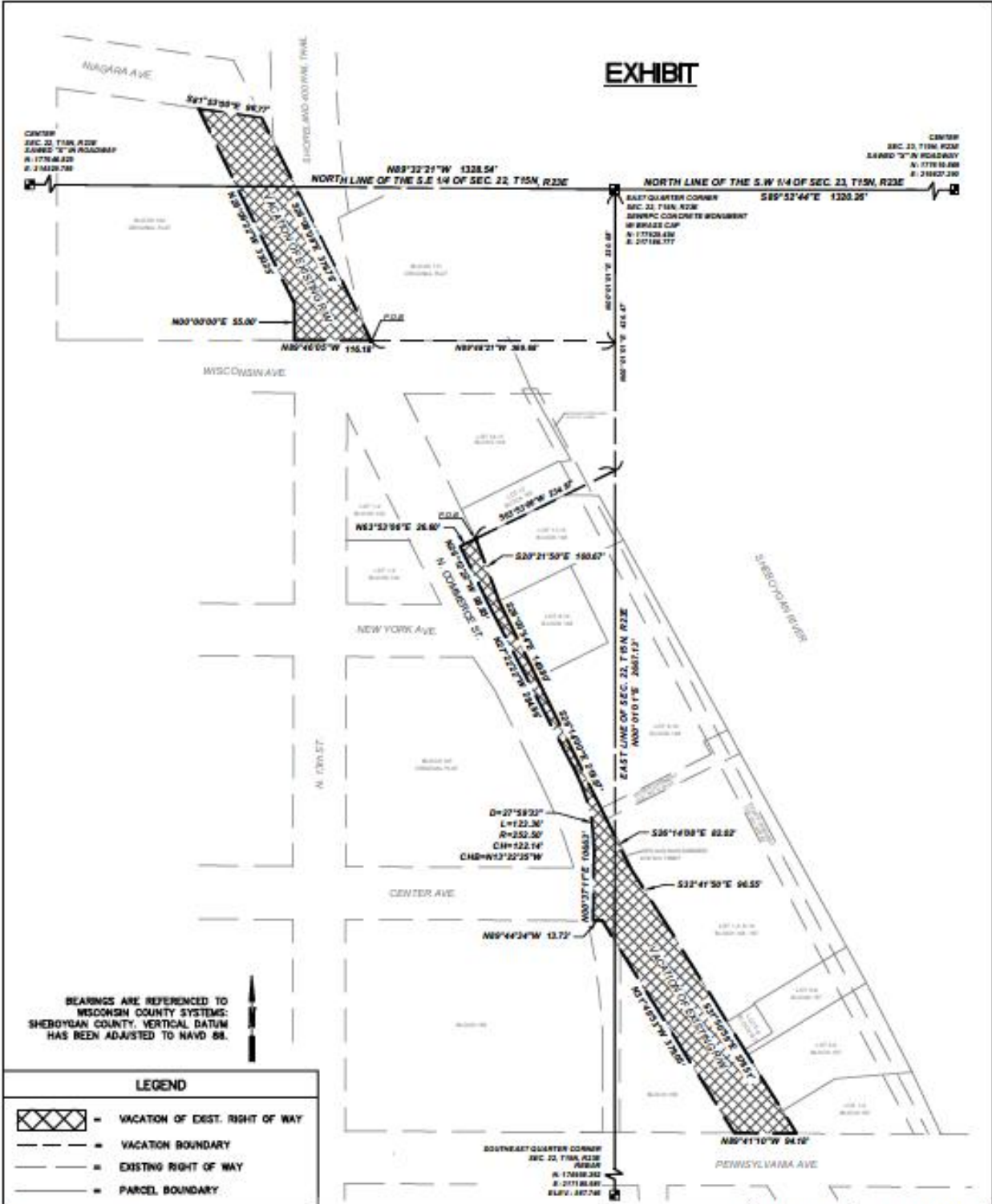
EXHIBIT A
LEGAL DESCRIPTION OF VACATION AND DISCONTINUANCE

PART OF THE RIGHT OF WAY FOR NORTH COMMERCE STREET ADJACENT TO BLOCKS 148, 157, AND 158, ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, LOCATED IN THE SE1/4 OF THE NE1/4 AND THE NE1/4 OF THE SE1/4 OF SECTION 22, ALSO THE SW1/4 OF THE SW1/4 OF SECTION 23 IN TOWN 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SEC. 22, T15N, R23E; THENCE S00°01'01"W ON AND ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22, 426.47 FEET; THENCE S63°53'06"W 234.87 FT TO A POINT ON THE EAST LINE OF NORTH COMMERCE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S20°21'50"E ON AND ALONG THE EAST LINE OF NORTH COMMERCE STREET 100.67 FEET; THENCE S26°03'54"E ON AND ALONG SAID EAST LINE 149.80 FEET; THENCE S26°14'00" ON AND ALONG SAID EAST LINE 218.67 FEET; THENCE S26°14'08"E 82.02 FEET; THENCE S32°41'50"E ON AND ALONG SAID EAST LINE 96.55 FEET; THENCE S31°50'59"E ALONG SAID EAST LINE 378.51 FEET TO A POINT AT THE INTERSECTION OF THE EAST LINE OF NORTH COMMERCE STREET AND THE NORTH LINE OF PENNSYLVANIA AVENUE; THENCE N89°41'10"W ON AND ALONG THE EXTENSION OF THE NORTH LINE OF SAID PENNSYLVANIA AVENUE 94.18 FEET TO THE INTERSECTION WITH THE WEST LINE OF NORTH COMMERCE STREET; THENCE N31°49'53"W ON AND ALONG SAID WEST LINE 379.05 FEET TO THE INTERSECTION OF THE SOUTH LINE OF CENTER AVENUE; THENCE N89°44'34"W ON AND ALONG THE SOUTH LINE OF CENTER STREET 13.73 FEET; THENCE N00°37'11"E 106.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 252.50 FEET AND A CHORD BEARING N13°22'35"W 122.14 FEET; THENCE ALONG THE ARC OF SAID CURVE 123.36 FEET TO A POINT; THENCE N27°22'22"W 284.86 FEET TO A POINT; THENCE N26°12'22"W 98.85 FEET; THENCE N63°53'06"E 26.60 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINING APPROXIMATELY 46,483.4 SQ. FT. OR 1.07 ACRES.

ALSO

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 22, T15N, R23E; THENCE S00°01'01"W ON AND ALONG THE EAST LINE OF SECTION 22, 230.68 FEET; THENCE N89°48'21"W 369.68 FEET TO A POINT BEING THE INTERSECTION OF THE EAST LINE OF NORTH COMMERCE STREET AND THE NORTH LINE OF WISCONSIN AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°46'05"W 116.18 FEET TO THE INTERSECTION OF THE WEST LINE OF NORTH COMMERCE STREET AND THE NORTH LINE OF WISCONSIN AVENUE; THENCE N00°00'00"E ON AND ALONG THE WEST LINE OF NORTH COMMERCE STREET 55.00 FEET TO A POINT ON SAID WEST LINE; THENCE N26°09'22"W ALONG SAID WEST LINE 330.25 FEET; THENCE S81°53'00"E 96.77 FEET TO A POINT ON THE EAST LINE OF NORTH COMMERCE STREET; THENCE S26°08'08"E ON AND ALONG THE EAST LINE OF NORTH COMMERCE STREET 376.76 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING APPROXIMATELY 31,444.3 SQ. FT. OR 0.72 ACRES.



BEARINGS ARE REFERENCED TO WISCONSIN COUNTY SYSTEMS: SHEBOYGAN COUNTY. VERTICAL DATUM HAS BEEN ADJUSTED TO NAVD 88.

LEGEND	
	VACATION OF EXIST. RIGHT OF WAY
	VACATION BOUNDARY
	EXISTING RIGHT OF WAY
	PARCEL BOUNDARY

<p>788 N. JEFFERSON ST., #900 MILWAUKEE, WI 53202 kapurinc.com</p>	<p>VACATION OF EXISTING RIGHT OF WAY</p> <p>N. COMMERCE ST., SHEBOYGAN, WI 53081</p>	<p>REVISIONS:</p> <table border="1"> <tr> <td>1</td> <td>12/02/24</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	1	12/02/24					<p>DATE: 12/02/2024</p> <p>SCALE: 1" = 200'</p>
		1	12/02/24						
<p>DRAWN: BS</p>	<p>SHEET NUMBER: 1 of 2</p>								

**CITY OF SHEBOYGAN
R. C. 228-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 168-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to sign the Amendment to Leverenz Site Parking Lot Lease; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 168-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 17, 2025.

A RESOLUTION authorizing the appropriate City officials to sign the Amendment to Leverenz Site Parking Lot Lease.

WHEREAS, the Amendment to Leverage Site Parking Lot Lease, a copy of which is attached hereto, includes terms establishing a settlement amount for all unpaid rent and also extends the term of the Lease.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the Amendment to Leverenz Site Parking Lot Lease.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

AMENDMENT TO LEVERENZ SITE PARKING LOT LEASE

This **Amendment to Leverenz Site Parking Lot Lease** (the "Amendment") is executed effective as of the ____ day of _____, 2025, by and between **City of Sheboygan** (the "Landlord") and **Heartland Affordable Housing-Sheboygan Leverenz, LLC** (the "Tenant").

WITNESSETH:

WHEREAS, the Landlord and Heartland Affordable Housing-Sheboygan Leverenz, Inc. entered into the Leverenz Site Parking Lot Lease dated April 1, 1992 (the "Lease"), in connection with lease of premises described in said Lease (the "Parking Lot"); and

WHEREAS, dedicated use of the Parking Lot is required for zoning compliance in Tenant's ownership and operations of 8th Street Lofts (formerly known as the historic Leverenz Shoe Factory) located at 531 South 8th St., Sheboygan, Wisconsin (the "Premises"); and

WHEREAS, Tenant became successor in interest under the Lease to Heartland Affordable Housing-Sheboygan Leverenz, Inc. on May 31, 2000, by conversion of that entity to an LLC and conveyance of the Premises to Tenant by that entity; and

WHEREAS, the parties to the Lease have inadvertently missed rent payment and collection due under the Lease, and Landlord and Tenant have agreed to terms and conditions to bring the Lease into good standing; and

WHEREAS, the Lease has a conflict in its stated term, saying that it is for "forty (40) years, beginning on September 1, 1992 and terminating on September 1, 2132;" and

WHEREAS, the parties wish to clarify and refresh the Lease term;

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement of Status.** Tenant acknowledges that it is the successor in interest to Heartland Affordable Housing-Sheboygan Leverenz, Inc. under the Lease. Pursuant to Section Eleven of the Lease, Landlord acknowledges the assignment of the Lease from Heartland Affordable Housing-Sheboygan Leverenz, Inc. to Tenant.

2. **Payment of Unpaid Rent.** Tenant agrees that, upon execution of this agreement, it shall pay to Landlord the amount of \$47,324.27 for all unpaid rent owing under the Lease as of January 1, 2025, and Landlord agrees to accept such payment as full and final settlement of all amounts owed by Tenant or its predecessor under the Lease as of that date.

3. **Lease Term.** Section Two of the Lease, entitled "Term", is hereby amended to read as follows:

(a) The initial term of the lease is clarified to have been from September 1, 1992 to August 31, 2032.

(b) The lease term is hereby extended forty (40) years, beginning September 1, 2032, and ending August 31, 2072.

(c) The lease term will automatically renew thereafter as long as it is necessary or appropriate for Tenant's zoning compliance.

4. **Notices to Tenant.** Subsection (a) of Section Twelve of the Lease, entitled "Notices and Demands", is hereby amended and restated as follows:

a) In the case of the Tenant, is addressed to or delivered personally to the Tenant at 2418 Crossroads Drive, Suite 2400, Madison, Wisconsin 53718; and

5. **Reaffirmation.** The Lease, as modified and amended by this Amendment, is hereby ratified and reaffirmed by the parties in all respects.

6. **Recording of Lease.** Either party may record the Lease as amended with the Sheboygan County Register of Deeds.

7. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date first set forth above.

LANDLORD:

TENANT:

CITY OF SHEBOYGAN

HEARTLAND-SHEBOYGAN

LEVERENZ, LLC

By Heartland Properties, Inc., its Member

By: _____
_____, _____

By: _____
John W. Stoneman, President

Attest: _____
_____, _____

LEVERENZ PARKING LOT LEASE PAYMENTS DUE AS OF 1/31/25

Date	CPI	CPI	Amount	Years	Interest	Total Rent	Date	Amount	Years	Interest	Total Rent	
Due	Half 2		Due	per annum	18.0%	and Interest	Due	Due	per annum	18.0%	and Interest	
1/31/1993	138,800	2.6%	500.00	32	2,880.00	3,380.00	6/30/1993	500.00	31.5	2,835.00	3,335.00	
1/31/1994	142,400	2.6%	512.97	31	2,862.36	3,375.33	6/30/1994	512.97	30.5	2,816.20	3,329.16	
1/31/1995	146,500	2.9%	527.74	30	2,849.78	3,377.52	6/30/1995	527.74	29.5	2,802.29	3,330.03	
1/31/1996	150,200	2.5%	541.07	29	2,824.37	3,365.43	6/30/1996	541.07	28.5	2,775.67	3,316.74	
1/31/1997	154,500	2.9%	556.56	28	2,805.04	3,361.60	6/30/1997	556.56	27.5	2,754.95	3,311.51	
1/31/1998	157,800	2.1%	568.44	27	2,762.64	3,331.08	6/30/1998	568.44	26.5	2,711.48	3,279.92	
1/31/1999	160,000	1.4%	576.37	26	2,697.41	3,273.78	6/30/1999	576.37	25.5	2,645.53	3,221.90	
1/31/2000	163,800	2.4%	590.06	25	2,655.26	3,245.32	6/30/2000	590.06	24.5	2,602.15	3,192.21	
1/31/2001	169,300	3.4%	609.87	24	2,634.64	3,244.51	6/30/2001	609.87	23.5	2,579.75	3,189.62	
1/31/2002	173,800	2.7%	626.08	23	2,591.97	3,218.05	6/30/2002	626.08	22.5	2,535.63	3,161.71	
1/31/2003	176,600	1.6%	636.17	22	2,519.22	3,155.39	6/30/2003	636.17	21.5	2,461.97	3,098.13	
1/31/2004	180,300	2.1%	649.50	21	2,455.09	3,104.59	6/30/2004	649.50	20.5	2,396.64	3,046.13	
1/31/2005	185,000	2.6%	666.43	20	2,399.14	3,065.56	6/30/2005	666.43	19.5	2,339.16	3,005.58	
1/31/2006	192,100	3.8%	692.00	19	2,366.65	3,058.65	6/30/2006	692.00	18.5	2,304.37	2,996.37	
1/31/2007	199,600	3.9%	719.02	18	2,329.63	3,048.65	6/30/2007	719.02	17.5	2,264.91	2,983.93	
1/31/2008	203,199	1.8%	731.98	17	2,239.87	2,971.86	6/30/2008	731.98	16.5	2,174.00	2,905.98	
1/31/2009	215,247	5.9%	775.39	16	2,233.11	3,008.50	6/30/2009	775.39	15.5	2,163.33	2,938.71	
1/31/2010	211,156	-1.9%	760.65	15	2,053.75	2,814.40	6/30/2010	760.65	14.5	1,985.29	2,745.94	
1/31/2011	214,205	1.4%	771.63	14	1,944.51	2,716.14	6/30/2011	771.63	13.5	1,875.07	2,646.70	
1/31/2012	223,326	4.3%	804.49	13	1,882.50	2,686.99	6/30/2012	804.49	12.5	1,810.10	2,614.59	
1/31/2013	227,056	1.7%	817.93	12	1,766.72	2,584.64	6/30/2013	817.93	11.5	1,693.10	2,511.03	
1/31/2014	230,359	1.5%	829.82	11	1,643.05	2,472.87	6/30/2014	829.82	10.5	1,568.37	2,398.19	
1/31/2015	234,030	1.6%	843.05	10	1,517.49	2,360.53	6/30/2015	843.05	9.5	1,441.61	2,284.66	
1/31/2016	233,366	-0.3%	840.66	9	1,361.86	2,202.52	6/30/2016	840.66	8.5	1,286.20	2,126.86	
1/31/2017	234,904	0.7%	846.20	8	1,218.52	2,064.72	6/30/2017	846.20	7.5	1,142.36	1,988.56	
1/31/2018	239,448	1.9%	862.56	7	1,086.83	1,949.40	6/30/2018	862.56	6.5	1,009.20	1,871.77	
1/31/2019	246,336	2.9%	887.38	6	958.37	1,845.75	6/30/2019	887.38	5.5	878.50	1,765.88	
1/31/2020	250,142	1.5%	900.98	5	810.88	1,711.86	6/30/2020	900.98	4.5	729.79	1,630.77	
1/31/2021	253,597	1.4%	913.53	4	657.74	1,571.28	6/30/2021	913.53	3.5	575.53	1,489.06	
1/31/2022	268,387	5.8%	966.81	3	522.08	1,488.89	6/30/2022	966.81	2.5	435.07	1,401.88	
1/31/2023	291,629	8.7%	1,050.54	2	378.19	1,428.73	6/30/2023	1,050.54	1.5	283.64	1,334.18	
1/31/2024	301,551	3.4%	1,086.28	1	195.53	1,281.81	6/30/2024	1,086.28	0.5	97.77	1,184.04	
1/31/2025	308,640	2.4%	1,111.82	0	-	1,111.82	6/30/2025	1,086.28	-	-	1,184.04	
			24,773.95		62,104.21	86,878.16		23,662.13		59,974.62	83,636.76	
			Total Due			170,514.92						

LEVERENZ SITEPARKING LOT LEASE

Lease made as of the 1st day of April, 1992, by and between City of Sheboygan, herein referred to as "Landlord", and Heartland Affordable Housing - Sheboygan Leverenz, Inc., herein referred to as "Tenant".

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
DESCRIPTION OF PREMISES

Landlord leases to Tenant the premises located in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and described more particularly as follows:

See Schedule "A" Attached

SECTION TWO
TERM

The term of this lease is forty (40) years, beginning on September 1, 1992 and terminating on September 1, 2132.

SECTION THREE
RENT

The rent for the first year of occupancy under this lease is One Thousand Dollars (\$1,000.00). Tenant shall pay Landlord that amount in installments of Five Hundred Dollars (\$500.00) on January 31st and June 30th beginning on the next date following occupancy. Any amounts due as rent in default shall bear interest at the rate of eighteen (18%) percent per annum. All payments of rent shall be made at Landlord's place of business.

The rental specified in this lease agreement shall be subject to increase annually in accordance with the change in the Consumer Price Index. The Consumer Price Index shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups, and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor", using the year 1982-4 as a base of 100. The index for the month most recently published prior to occupancy shall be compared to the same month for the following year to determine the rate adjustment.

SECTION FOUR
USE OF PREMISES

The premises are to be used for the purposes of parking only. Tenant shall restrict its use to such purposes, and shall not use

or permit the use of the premises for any other purpose without the written consent of Landlord. The rent is based upon the limited use. The premises are to be solely used for parking and purposes related to parking by the residential and commercial tenants of the Leverenz development owned by Tenant, and located on property adjoining the premises.

SECTION FIVE
WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

SECTION SIX
TENANT'S COSTS

The lease shall be a net, net, net lease. All costs without limitation incurred relating to the premises during the term of the lease shall be paid by lessee and lessor shall be indemnified from any claims relating to the site.

SECTION SEVEN
REPAIRS AND MAINTENANCE

Tenant shall maintain the premises as a paved parking lot and keep it in good repair at its expense. Upon breach, Landlord shall have the right to perform any act required to be performed by Tenant. The cost thereof shall be assessed against the premises after notice and a reasonable time to cure.

SECTION EIGHT
DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

Tenant has inspected the premises and accepts the same as is. Landlord has made no representations or warranties regarding zoning, permits, or licenses or right to occupy except as specifically stated herein. Tenant shall surrender the premises at the end of the lease term, or any renewal thereof in the same condition as when Tenant took possession. Tenant shall be liable for all costs incurred as a result of failure to the Tenant to leave at termination or expiration of lease.

SECTION NINE
SIGNS INSTALLED BY TENANT

Tenant shall not construct or place signs, or other structures without the written consent of Landlord. If Tenant fails to remove signs, displays, advertisements, or decorations within ten (10) days after receiving written notice from Landlord to remove them, Landlord reserves the right to enter the premises and remove them at the expense of Tenant or such other remedies including declaration of default as are determined by the Landlord.

SECTION TEN
NON-LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be liable for liability or damage claims for injury to person or property from any cause relating to the occupancy of the premises by Tenant, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any extension thereof. Tenant shall indemnify Landlord from all liability, loss, or other damage claims or obligations resulting from any injuries or losses and provide proof of adequate insurance relating to Landlord's possible expense including additional insured provisions.

SECTION ELEVEN
ASSIGNMENT, SUBLEASE, OR LICENSE

Tenant may assign the premises, with any assignment or conveyance of the "Leverenz Project" during the term of the lease. Tenant may sublet the premises for parking purposes.

SECTION TWELVE
NOTICES AND DEMANDS

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a) In the case of the Tenant, is addressed to or delivered personally to the Tenant at 222 West Washington Avenue, Madison, Wisconsin 53703; and

b) In the case of the Landlord, is addressed to or delivered personally to the Landlord at 828 Center Avenue, Sheboygan, Wisconsin 53081

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SECTION THIRTEEN
BREACH

The appointment of a receiver to take possession of the assets of Tenant, a general assignment for the benefit of the creditors of Tenant, any action taken or allowed to be taken by Tenant under any bankruptcy act, the vacation or abandonment of the premises, or the failure of Tenant to comply with each and every term and condition of this lease shall constitute a breach of this lease.

In the event that Landlord elects to attempt to obtain Tenant's cure of the condition or conditions, Tenant shall have sixty (60) days after receipt of written notice from Landlord of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the sixty (60) day period, Tenant shall have a reasonable time to correct the default if action is commenced by Tenant within ten (10) days after receipt of the notice, except that with regard to payment of rent, Tenant shall have thirty (30) days to cure the default.

Breach of that certain Business Development Loan Agreement between The Alexander Company, Inc., and the Redevelopment Authority of Sheboygan, Wisconsin, dated December 26, 1991, and assigned to Tenant on December 26, 1991, and that certain Amendment No. 1 to Business Development Loan Agreement, by and between Landlord and Tenant, dated March 31, 1992, shall be deemed a breach of this Lease, and shall entitle Landlord to take any and all action allowed by this Lease or by applicable law.

SECTION FOURTEEN
ATTORNEY'S FEES

If Landlord files an action to enforce agreement contained in this lease, or for breach of any covenant or condition, Tenant shall pay Landlord reasonable attorney's fees for the services of Landlord's attorney in the action.

Dated as of the date and year first above written.


LANDLORD

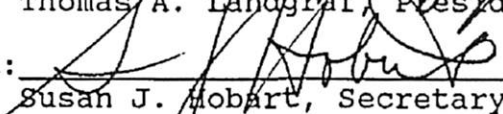
CITY OF SHEBOYGAN

By: _____

TENANT

**HEARTLAND AFFORDABLE HOUSING -
SHEBOYGAN LEVERENZ, INC.**

By: 
Thomas A. Landgraf, President

Attest: 
Susan J. Hobart, Secretary

Lawyers Title Insurance Corporation.

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A
LEGAL DESCRIPTION

CASE NO. 25648

PARCEL 3: (Leasehold Estate)

That part of Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) of Block 177 of the Original Plat of the City of Sheboygan, in the City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as follows:

Commencing at a found chiseled "X" at the Southwest corner of said Block 177; thence along the South line of said Block 177, North 89° 57' 14" East, 141.32 feet to a found 3/4 inch iron pipe being the point of beginning; thence North 0° 12' 29" West, 90.60 feet to a found 3/4 inch iron pipe lying on the outside face of an existing building; thence along said outside building face the following courses:

1. North 89° 50' 36" East, 0.50 feet;
2. North 53° 28' 56" East, 80.77 feet;
3. North 15° 57' 56" West, 4.87 feet;

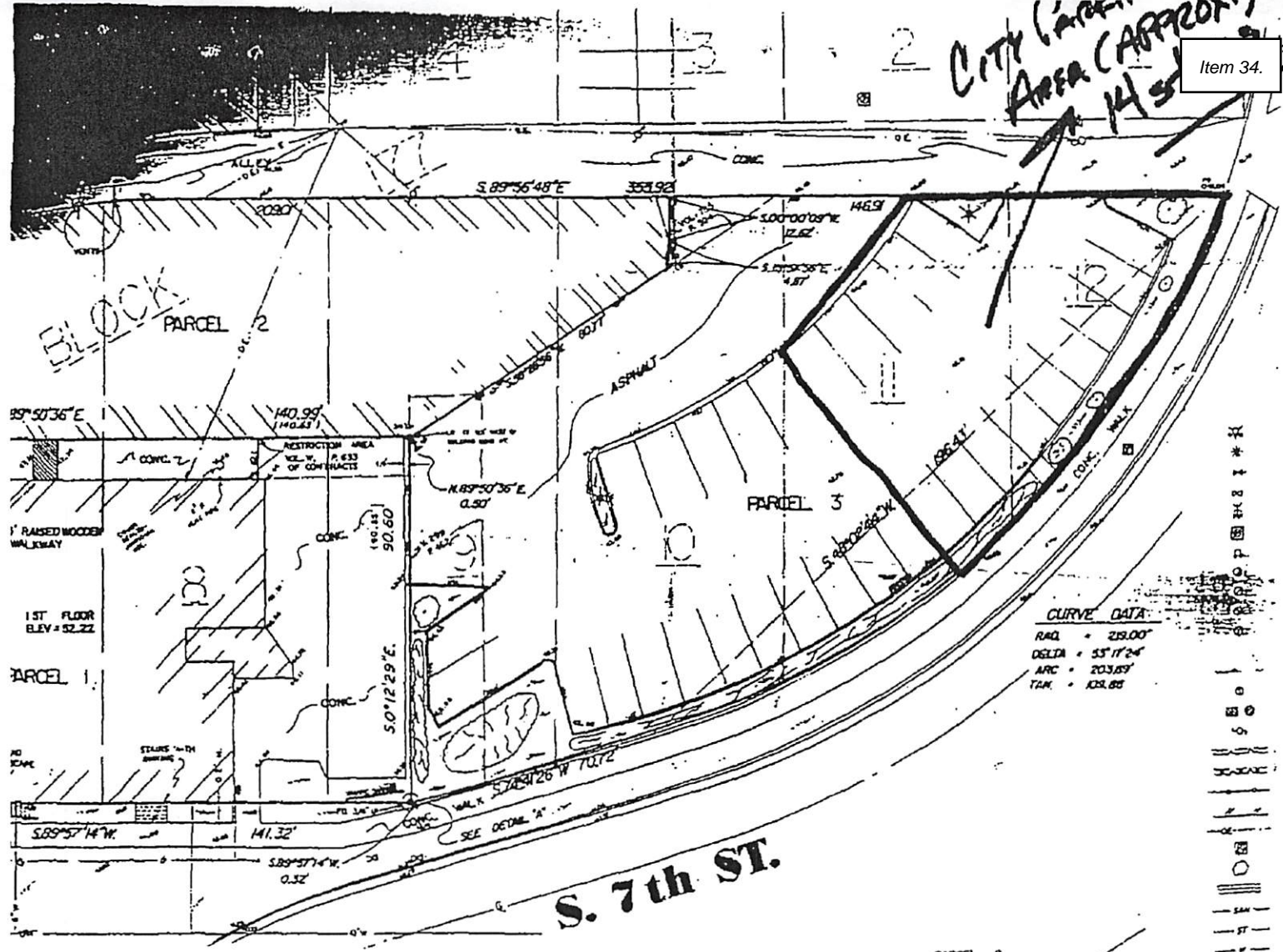
thence leaving said building face, North 0° 00' 09" East, 12.62 feet to a point on the North line of said Lot 10; thence along the North line of said Lots 10, 11 and 12, South 89° 56' 48" East, 146.91 feet to a found chiseled "X" lying on the Northwesterly right-of-way line of the South 7th Street couplet as laid out and constructed in 1976 by the State of Wisconsin Department of Transportation - Division of Highways as Project No. 4956-0-13, said chiseled "X" being a point on a curve concave Northwesterly having a radius of 219.00 feet; thence Southwesterly along said right-of-way line, 203.69 feet along the arc of said curve, the long chord of which bears South 48° 02' 44" West, 196.43 feet to the point of tangency thereof; thence continuing along said right-of-way line, South 74° 41' 26" West, 70.72 feet to a point on said South block line; thence along said South block line, South 89° 57' 14" West to the point of beginning, except that property described as follows:

Beginning at the intersection of the South line of the East-West Alley of Original Plat Block 177 and the Northwesterly line of the 8th St.-7th St. Swing, thence N 89 Degrees, 56 Feet, 48 Inches West 84 Feet along the said South line, thence S 41 Degrees West 51 Feet, thence S 41 Degrees East 74 Feet to said Northwesterly line, thence Northeasterly along said Northwesterly line to the point of beginning.

The parcel so excepted is generally depicted in the Site Plan attached hereto as Exhibit "B" and incorporated herein by reference.

Item 34.

CITY (AREA)
AREA (APPROX)
14 ST



CURVE DATA

RAD.	215.00'
DELTA	53° 17' 24"
ARC	203.85'
TAN.	135.85'



S. 7th ST.

**CITY OF SHEBOYGAN
R. C. 232-24-25**

BY PUBLIC WORKS COMMITTEE.

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 156-24-25 by Alderpersons Dekker and Ramey approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan; recommends to amend The Resolution to read, "Now, Therefore be it Resolved: That the common council approves the evergreen park trail improvement concept plan for improvements to be made within the boundaries of Evergreen Park."

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 156-24-25 SUBS. OF**

BY ALDERPERSONS DEKKER AND RAMEY.

MARCH 3, 2025.

A RESOLUTION approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan.

WHEREAS, City staff has worked with the Sheboygan County Cycling (“SCC”) club, which hired International Mountain Bicycling Association Trails Solution (“IMBA”) to inventory current conditions and prepare a conceptual design plan for Evergreen Park in order to guide the City and SCC with future trail development in the park; and

WHEREAS, IMBA solicited feedback from relevant stakeholders and the public, which was considered in developing the design plan; and

WHEREAS, following site visits, mapping, and stakeholder and public input, IMBA developed the attached Evergreen Park Trail Assessment and Trail Improvement Concept Plan to optimize natural resource protection, park user safety, and skills development opportunities, which City staff has reviewed and supports; and

WHEREAS, by approving the design plan, City staff will be able to explore funding opportunities and to partner with outside groups for cohesive park improvements and donations.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the Evergreen Park Trail Improvement Concept Plan for improvements to be made within the boundaries of Evergreen Park.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 156-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan.

WHEREAS, City staff has worked with the Sheboygan County Cycling (“SCC”) club, which hired International Mountain Bicycling Association Trails Solution (“IMBA”) to inventory current conditions and prepare a conceptual design plan for Evergreen Park in order to guide the City and SCC with future trail development in the park; and

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WHEREAS, by approving the design plan, City staff will be able to explore funding opportunities and to partner with outside groups for cohesive park improvements and donations.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the Evergreen Park Trail Assessment and Trail Improvement Concept Plan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

AGENDA ITEM MEMORANDUM

DATE: 2/20/2025

TO: Public Works Committee

FROM: Joe Kerlin, Superintendent of Parks

SUBJECT: Resolution 156-24-25 – Evergreen Park Trail Concept Plan

ISSUE

Should the Public Works Committee recommend approval of the Evergreen Trail Concept Plan?

STAFF RECOMMENDATION

Staff recommends approval of Evergreen Trail Concept Plan.

BACKGROUND/DISCUSSION

Evergreen Park has a deep history of bike trail use dating back to the 1990s. Fatkats, a local trail association of the time, hosted WORS races for many years hosting hundreds of racers per event. The single tracks existing in the park today were hand-built by volunteers for those races and local riders to enjoy.

In 2019 Carl Martens, original owner Aventuron in Sheboygan contributed \$8,000 and raised another \$1,000 to bring in IMBA to do an initial trail inventory of the Evergreen, Maywood and Jaycee Parks. The trail assessment/inventory shows all the trails in the three parks.

Sheboygan County Cycling (SCC) has picked up where Carl left off, contracting with IMBA to provide a conceptual plan for future improvements and the complete inventory of the trails and conditions. Without a trail association, the trails in the park turned into a spider web of trails from riders riding wherever they want to go. SCC has a great website; they are educators for trail riders, and they hold workdays for the improvement of the trails and the park.

SCC's report will involve trail assessment, Community input, what they have to offer to improve the trails in the park, how trails coexist with the environment, and how biking is used as another way for people to become more active and enjoy nature.

The concept provided will only include Evergreen Park and offer an idea of what can be done. This resolution is only for the approval of the concept plan. The group will need to ask for approval before making any changes that would be outside of normal trail maintenance and improved signage.

FUNDING IMPACT

At this time there has been little funding provided by the City. The City has put in their five-year plan that it would look for grant money to support the project up to \$50,000 in 2025 and 2026. There are no funds provided by the City for ongoing maintenance. This would be provided by SCC.

IF APPROVED, NEXT STEPS:

Upon approval of the concept plan, SCC and I would meet with the City's purchasing agent to discuss the next steps of design-bid for portions of the concept.



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

EVERGREEN PARK TRAIL ASSESSMENT

SHEBOYGAN, WI
SPRING 2024



ACKNOWLEDGMENTS

PREPARED FOR:
THE CITY OF SHEBOYGAN PUBLIC WORKS AND
SHEBOYGAN COUNTY CYCLING

CITY OF SHEBOYGAN
PUBLIC WORKS



PREPARED BY:
INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION –
TRAIL SOLUTIONS



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IMBA TRAIL SOLUTIONS

IMBA Trail Solutions is the international leader in developing trails, with experience in over 1000 projects in North America, Europe, and Asia. Our staff excels at planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts.

IMBA Trail Solutions is a fee-for-service based arm of the International Mountain Bicycling Association (IMBA), a 501(c)(3) nonprofit organization. IMBA’s mission is to create, enhance, and protect great places to ride mountain bikes. Based in Boulder, Colorado, and with staff distributed across the country and the world, IMBA meets its goal to create great mountain bike experiences through its Trail Solutions program. IMBA Trail Solutions employs approximately twenty professional trail planners and builders. In addition to being industry professionals and exceptional mountain bike riders, IMBA Trail Solutions staff hold a broad base of applicable skills and knowledge from planning, landscape architecture, and environmental sciences to GIS systems, CAD, and graphic design.

Our wealth of experience has allowed us to develop the gold standard guidelines for the creation of both sustainable and enjoyable singletrack trails. These guidelines have influenced all major federal land management agencies and a large number of state and local parks departments. We pride ourselves on the positive experiences IMBA Trail Solutions has provided to the millions of active trail users around the world and on the economic independence that communities have achieved through the development of destination trail systems.



PROJECT BACKGROUND

The City of Sheboygan and Sheboygan County Cycling partnered with IMBA Trail Solutions to (1) perform a detailed assessment of existing trails in Evergreen Park, Jaycee Quarry Park, and Maywood Environmental Park, (2) engage in community outreach and visioning, and (3) provide recommended improvements that align with stakeholder goals. This effort builds off of IMBA Trail Solutions’ 2021 Evergreen Park Concept Plan, which provided a high-level park plan for the City of Sheboygan. The following document provides key takeaways from desktop analyses and site assessment performed in October 2023 along with a phased vision for the future of these parks.

Located three miles northwest of downtown Sheboygan, the city-owned parks provide a variety of outdoor opportunities to nearly 50,000 community members. Evergreen Park is a forested, shared-use city park, offering a state-of-the-art playground, rental shelters, picnic pavilions, and over six miles of natural surface trails for bikers, hikers, birdwatchers, and others. The park hosts the highly-attended Making Spirits Bright holiday light show annually from November 21 through December 31 along the park’s paved perimeter loop. Evergreen Park has decades of mountain bike history dating back to the early 90s when it began hosting the final races in the annual Wisconsin Off-Road Series.

Neighboring to the east of Calumet Drive, Jaycee Quarry Park features a disc golf course, a beach and swimming area in an old limestone quarry, and a few miles of shared-use trails along the Pigeon River. To the west of Evergreen Park, Maywood Environmental Park features various habitats and wildlife viewing opportunities, with year-round outdoor education programming and events. While Maywood trails can be used to access Evergreen Park, they are not designed for mountain biking and several sections are designated as hike-only trails.



Desktop Analysis

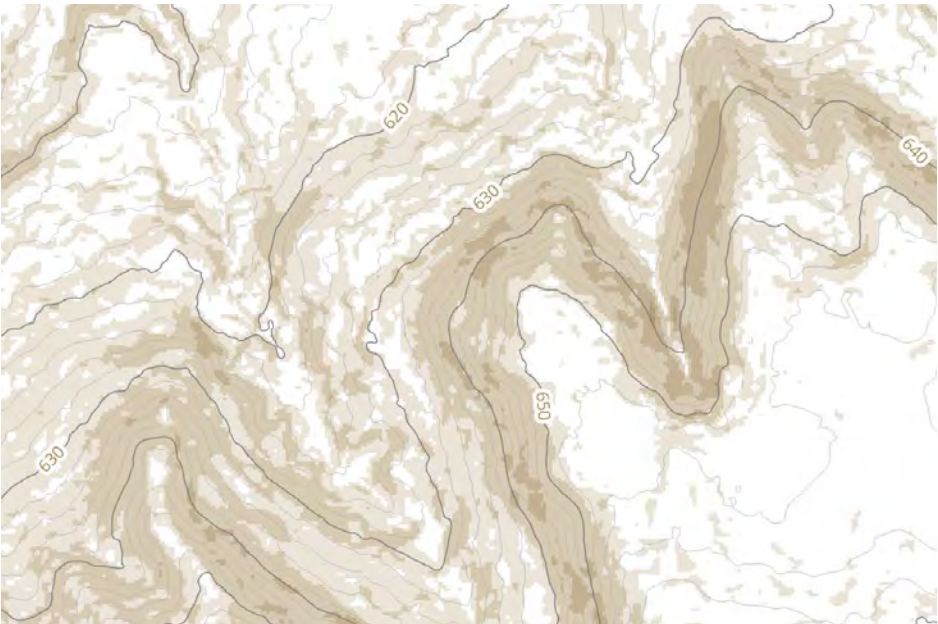
Prior to the on-site visit, IMBA Trail Solutions staff worked with the City of Sheboygan and Sheboygan County Cycling to collect geospatial data for basemap development and desktop analysis. Datasets included:

- Digital Elevation Models (DEM)
- Aerial Imagery
- Park Boundaries and Infrastructure
- Hydrology and Wetlands Data
- Soil Data
- Trail Alignments

IMBA Trail Solutions processed high-resolution DEM data to produce two-foot contours and a slope analysis map to gain a better understanding of topography. Utilizing these datasets, IMBA Trail Solutions staff generated custom georeferenced maps and loaded them into Avenza Maps for fieldwork.

Field Data Collection

IMBA Trail Solutions staff rode and walked each trail in the three parks, making frequent stops to assess trail conditions and collect GPS point data with detailed field notes. Each trail was given a qualitative rating for Condition and Character on a one-to-five scale, one being poor, and five being exceptional. Condition ratings are based on the assessment of factors such as trail grade sustainability, degree of erosion, proper drainage location, quality of feature construction, and ease of wayfinding. Character ratings are evaluations of trail experience tailored to each trail type and skill level. Notes and images record assessment findings; each of these were grouped into general categories and post-processed for ESRI StoryMaps, printed maps, report documentation, and trail database refinement. All assessment data is geospatially referenced and available via ESRI shapefile or KML.



Contours and slope maps were generated to visualize and analyze park terrain.



All shared-use trails in Evergreen Park and its two neighboring parks were assessed by IMBA Trail Solutions staff

TRAIL NETWORK OVERVIEW

A trail network assessment was performed on October 4-6, 2023, with a review of the trail amenities, trailhead, signage, and nearly fifteen miles of trails in Evergreen, Maywood Environmental, and Jaycee Quarry Parks. During the time of assessment, there were few other users riding the trails. The local National Interscholastic Cycling Association (NICA) group held afternoon practice sessions, which brought nearly 20 riders to the trails. Hikers and dog walkers were occasionally encountered on the trails throughout the three-day visit. Weather conditions were excellent for the full duration of the visit with mild temperatures and no rain.

Parking and Trailhead

Evergreen Park, Maywood Environmental Park (Maywood), and Jaycee Quarry Park (Quarry) each have parking areas with trails connecting the parks. Maywood has parking near its Ecology Center on the north of Pigeon River, where the trails are open to hiking only. A bridge crosses the Pigeon River to connect to the southern shared-use portion of the Maywood property. Evergreen Park has three main parking areas: One in the southeast corner near the playground and two adjacent to Calumet Drive along the paved perimeter loop. Some of this parking is closed leading up to the Making Spirits Bright holiday light show for park preparation. The Quarry parking lot is the largest among the three parks; mountain bikers most commonly use this lot to access the trail system.

Although parking is ample, the parks lack a central trailhead location, information kiosk, and trail map for hikers, bike riders, and other users to learn about the trail network, plan routes, and gather for group outings. These amenities are key to trail network success. The City of Sheboygan and Sheboygan County Cycling have plans underway to develop a trailhead and hub locations for Evergreen Park.

Wayfinding and Signage

One of the most obvious shortcomings of the Evergreen Park trail network, as identified in the 2021 Evergreen Park Concept Plan, is a lack of clear signage and wayfinding throughout the tightly-packed, complex network of trails that span Evergreen, Maywood, and Quarry parks. This has caused the formation of many off-trail social paths, further complicating the trail layout. As reported in community surveys and anecdotal conversation, trail users, especially newcomers and those unfamiliar with the trail layout, frequently get lost in these parks due to the sparse signage in the trail network. This is not only frustrating for hikers and bike riders, but it also potentially dangerous, even in a suburban city park environment.

A main priority for Sheboygan County Cycling is establishing a designated route through the trail network with clear signage. In Winter-Spring 2024, the group plans to install wayfinding posts and indicators along designated trails, providing users with an easily navigable route through the park.



Example of a central trailhead with an informative kiosk and trail map in Heritage Park, Slinger, WI.

TRAIL ASSESSMENT

IMBA Trail Solutions Staff performed on-site trail assessment for each of the shared-use natural surface trails in Evergreen, Maywood, and Quarry Park. Assessment findings were grouped into the following six categories:

Fall Line



Sustainable trail design includes a variety of researched and time-tested trail design and construction principles. One of the keys to trail sustainability is working with the contours of the land and avoiding trail grades that exceed half the grade of the hillside. Trails that do exceed half the side slope are considered fall line trails, which introduce a host of potential issues. Fall line trails are susceptible to major erosion and rutting as water flows down the trail tread instead of sheeting across.

Duplicative Trails



Dense trail networks may further complicate user navigation and have more significant ecological impacts on fragile environments. In some parks, new trails emerge from the landscape seasonally as users – sometimes intentionally – forge new paths through the forest. Many of these trails parallel existing trails, adding unnecessary complexity to the trail network and causing greater environmental impacts.

Hazard



Trail hazards are things that are particularly dangerous for trail users. These may include fallen trees, broken bridges, or trail features in disrepair. Hazards are specifically called out in assessment maps.

Wet



Wet areas of a trail are caused by a variety of reasons, including tread drainage issues (tread cupping, lack of tread outslope, lack of grade reversals) and geological issues (seeps, wetlands, and poorly drained soils). Wet areas result in trail widening as users attempt to navigate around the water, causing additional erosion. Wet areas may be avoided by locating trails on suitable terrain and constructing trails with proper drainage.

Overgrown

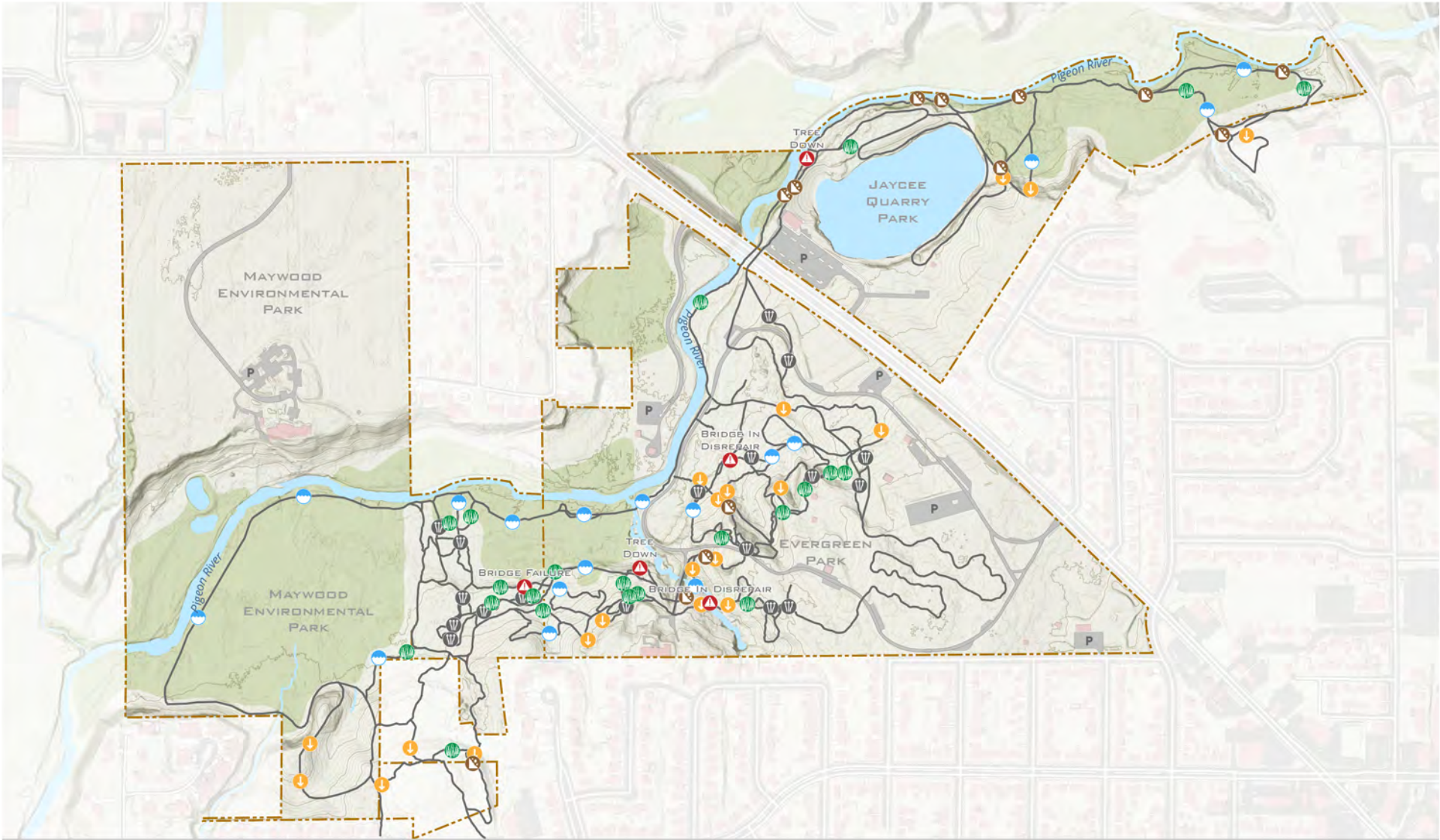


Trails require frequent maintenance; the recommended maintenance interval varies by region, landcover type, and use intensity. In some instances, overgrown trails are simply past-due for a seasonal cleanup. In other instances, overgrown trails are the result of infrequent use and are all but closed to hikers, riders, and other users. In the latter scenario, the trails should be considered for official decommissioning with a revegetation effort.

Tread Erosion



There are many common symptoms of tread erosion including tread cupping, significant rutting, and exposed roots that become more apparent over time. Trails that traverse steep drainages or that are located along flowing bodies of water are particularly susceptible to major erosion. In many cases, trail tread should be rock-armored if drainage crossings are unavoidable. Trails next to streams or rivers should be strategically located to avoid cut banks (the outer edge of a stream bend, which is expected to migrate further outwards over time). Trail tread located near a cut bank is likely to become undercut by the stream.



TRAIL ASSESSMENT

EVERGREEN PARK | SHEBOYGAN, WI | SPRING 2024

- PROJECT AREA
- WETLANDS
- EXISTING TRAILS
- ! FALL LINE
- DUPLICATIVE TRAILS
- ! HAZARD
- ! WET
- ! OVERGROWN
- ! TREAD EROSION



FINDINGS

Evergreen Park, Jaycee Quarry Park, and Maywood Environmental park are considered gems to Sheboygan, Wisconsin – home to diverse wildlife, beautiful trees, and undulating terrain along the Pigeon River. The detailed trail analysis performed by IMBA Trail Solutions revealed some challenges resulting from a lack of clear signage and up-front trail network planning, but there are excellent opportunities to improve the trail network and complement the parks’ natural environments. The full list of assessment notes can be found in Appendix A.

Evergreen Park

Evergreen Park features some excellent terrain above the floodplains and wetlands of the Pigeon River. The trails in this park are often difficult to navigate with many overlapping and crisscrossing trail alignments through the forest. Some of the segments are seemingly abandoned, but without clear signage, it is difficult to decipher between closed and open trails. Fall line segments are common throughout Evergreen, which often correlated with eroding trail tread. Additionally, wet segments are mostly found in the low-lying wetlands or drainage crossings. The bridges within the trail network are in great disrepair, and many downed trees as a result of storms in past years.

The assessment findings suggest the need for significant trail reroutes and tread establishment. Overall, there are few site constraints throughout the park with many opportunities for updated bike-specific, hike-only, and shared-use trails and amenities that align with community and stakeholder goals. Following this site assessment, conceptual zones were drafted for Evergreen Park to demonstrate the upgraded trail potential of the area. These zones and supporting documentation were presented in a StoryMap and included in a community engagement survey.



Many trees in Evergreen Park were felled by severe winds in June of 2022.



Damaged and downed bridges were documented as part of the assessment process.

Maywood Environmental Park

Maywood Environmental Park is bisected east-to-west by the Pigeon River. The north side includes hike-only trails and facilities and was not included in this assessment; the south side has shared-use trails (available for hiking, biking, and cross-country skiing). Over 60% of the shared-use south side of Maywood is delineated wetlands. About one mile of shared-use trail is located on the ten acres of elevated terrain near the southern border of the Maywood parcel.

This area provides great extended trail mileage for hikers and riders, but there are limited opportunities for additional trail development due to nearby private parcels that hinder connectivity with the remainder of the trail network. Some tread improvements may be made to the existing trail to decrease the number of eroding fall line segments. Turns and gentler slopes may be constructed to climb and descend the steeper hillsides in a more sustainable manner. Trails on flat, grassy areas may be elevated to prevent water from gathering on the trail surface.



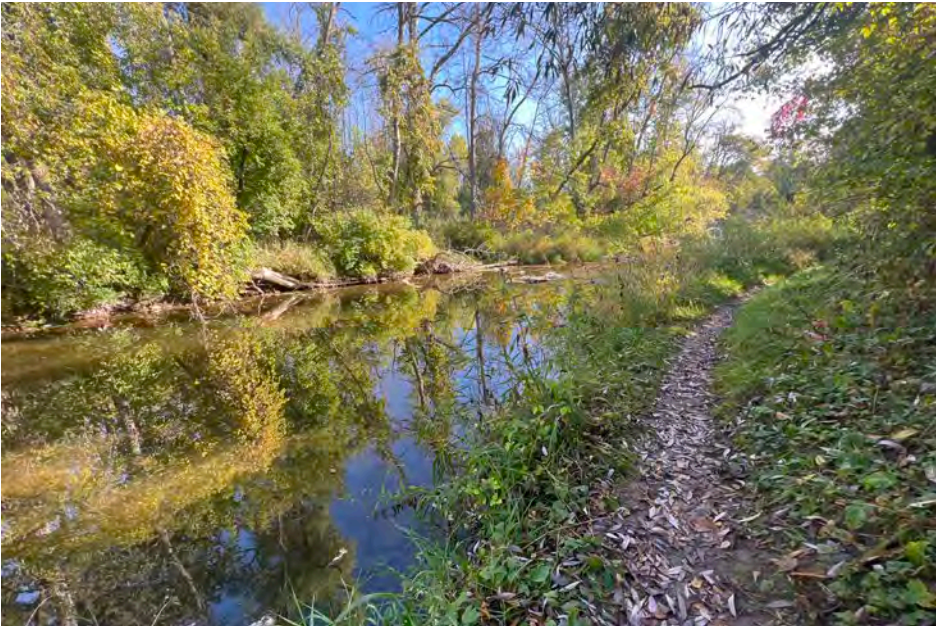
Mowed grassy paths through the low-lying areas of Maywood Environmental Park.

Jaycee Quarry Park

Jaycee Quarry Park has a wide range of groups that frequently use the park. The quarry lake itself includes a sandy beach and a summer inflatable water adventure park. In addition, a 20-hole disc golf course covers most of the park property. Finally, A few miles of shared-use trail hug along the Pigeon River, property boundaries, and the perimeter of the Quarry. Dog walkers frequently use these trails as well.

Many of the segments of trail in Jaycee Quarry Park suffer from significant tread erosion resulting from trails located too close to the Pigeon River without reinforcement measures in place. The eastern portion of the property is mostly delineated wetlands, so soils are frequently wet, flooded, and poorly drained.

Similar to Maywood, this park provides great extended mileage for users, but due to site constraints, new trail development in this park is not advisable. Efforts may be focused on improving the existing tread to avoid further erosion.

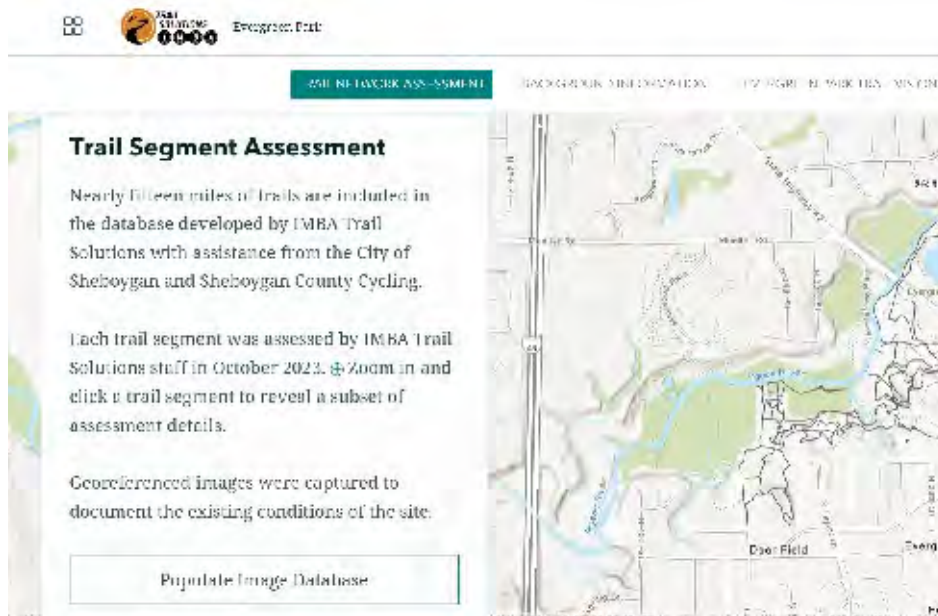


Trails in Jaycee Quarry Park provide beautiful views of the Pigeon River, but are subjected to higher rates of erosion.

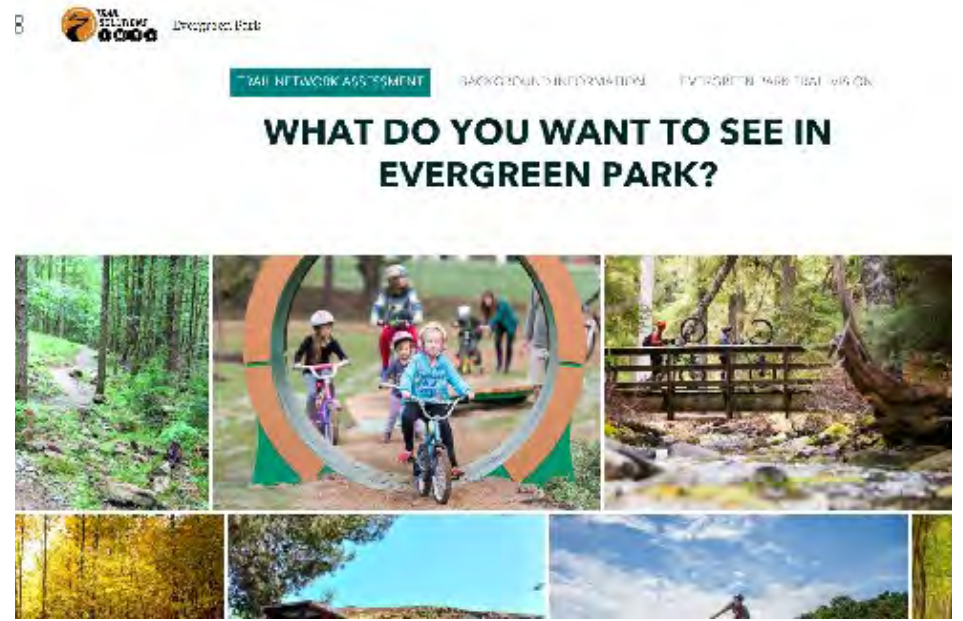
COMMUNITY ENGAGEMENT

Findings from this trail assessment were compiled and informed a preliminary, high-level vision for Evergreen Park. All of this data and information was shared publicly via an online ESRI StoryMap (Appendix B) and included in community outreach efforts carried out by Sheboygan County Cycling. Feedback on the assessment and the high-level vision for Evergreen Park was gathered through an online survey (January 2-16, 2024) and an in-person meeting held at the Mead Public Library in Sheboygan (January 24, 2024). The full list of survey comments can be found in Appendix C.

Outcomes from community engagement demonstrated a clear priority to maintain the forested natural environment of Evergreen Park with desires for new hike-only trails and bike-specific trails and amenities.



An ESRI StoryMap was built to provide context for the IMBA Trail Solutions assessment process.



Community members were asked to envision the future of Evergreen Park.

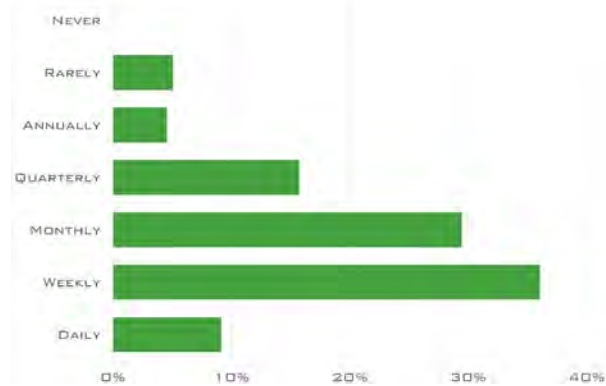


Feedback was gathered through an online survey hosted by IMBA Trail Solutions.

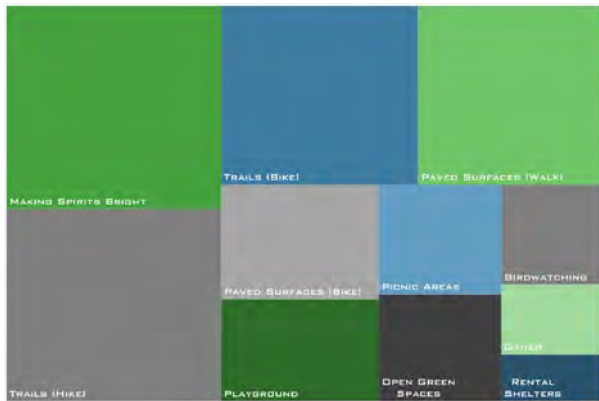
COMMUNITY SURVEY RESULTS

197 ONLINE
SURVEY RESPONSES

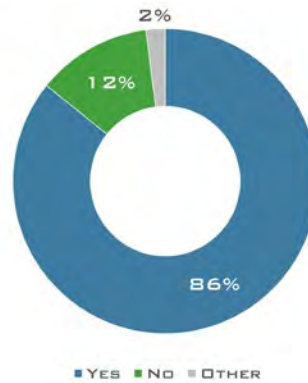
VISITATION FREQUENCY



HOW DO YOU USE THE PARK?



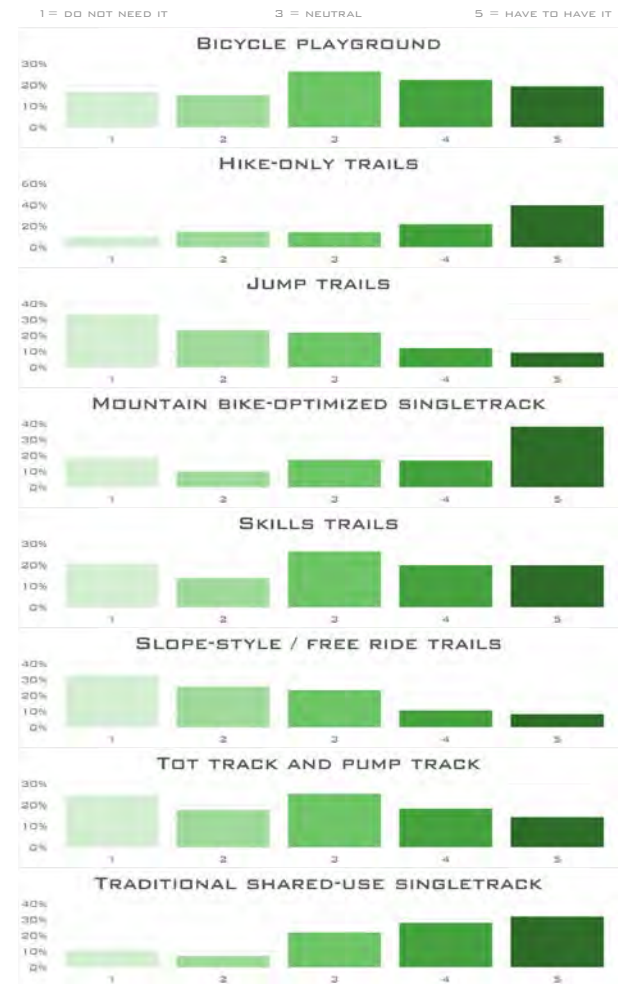
DO YOU RIDE BIKES?



WHERE DO YOU RIDE?



RANK TRAIL AND AMENITY TYPES



SAMPLE COMMENTS

1. I APPRECIATE THIS GROUP TAKING INTEREST IN THE PARK AND WANTING TO DO GOOD FOR THE COMMUNITY. I RECOGNIZE THAT BIKING EVENTS BRING NEW PEOPLE TO THE AREA AND SPEND THEIR FUN MONEY HERE WHILE VISITING. I TAKE ISSUE WITH ONE GROUP TAILORING A PUBLIC AREA FOR THEIR USE. I ALSO RECOGNIZE THAT THIS IS A GREEN SPOT WHERE ANIMALS TAKE REFUGE. WHEN JACYEES SHUTS THE PARK FOR THE LIGHT SHOW, IT'S FOR THE GOOD OF THE COMMUNITY BY RAISING FUNDS AND FOOD FOR THE DISADVANTAGED. WHEN BIKERS OR BIKING EVENTS HAPPEN, IT MAY FEED THEIR SOULS AND DROP SOME CHANGE, BUT THAT'S ABOUT IT. SEEMS A BIT SELF ABSORBED. I'M A WALKER. THERE'S BEEN MORE THAN ONE TIME THAT I'VE ALMOST BEEN RUN OVER BY A BIKER CROSSING A PAVED AREA TO CONTINUE ON THEIR TRAIL. EVERGREEN PARK NEEDS TO BE CLEANED UP OF DEAD TREES. THE TRAILS INSIDE THE WOODS NEEDS A REFRESH, BUT A FEW OF THESE IDEAS GO A BIT TOO FAR. EVERGREEN IS A TREASURE. IT NEEDS TO STAY A TREASURE FOR ALL RESIDENTS. BIKERS ARE A SMALL GROUP OF THOSE RESIDENTS.

2. MOST IMPORTANT TO ME IS TO RE-ROUTE / MAINTAIN EXISTING SINGLE TRACK FOR BETTER SUSTAINABILITY AND DRAINAGE WORKING TOWARDS BETTER TRANSITIONS FROM ONE TRAIL AREA TO THE NEXT. THE ISSUE WITH THE CURRENT TRAIL SYSTEM IS THE LACK OF ONE MAIN TRAIL SYSTEM FOR USERS TO KNOW WHERE TO GO. I RIDE EVERGREEN ABOUT 3 TIMES A WEEK SO I CAN CREATE A ROUTE THAT PAIRS TOGETHER PUT NEW COMERS WOULD BE LOST. ANOTHER OPPORTUNITY IS THE TRAILS REQUIRE A LOT OF CLIMBING WITH NO GIVE BACK ON THE DESCENTS DO TO POOR ROUTING, TIGHT TREES, AND LACK OF FLOW. I WOULD LIKE TO SEE A TRAIL HUB WITH SOME FLOW TRAIL RUNS AND JUMP LINES WHILE MAINTAINING NATURAL SINGLE TRACK LOOPS AROUND THE PERIMETER. WINMAN TRAILS IS THE PERFECT MODEL FOR WHAT I WOULD LIKE TO SEE TO GET THE WHOLE FAMILY RIDING.

3. AS A COACH/PARENT OF THE SHEBOYGAN COMPOSITE NICA TEAM EVERGREEN HAS BECOME A VERY IMPORTANT ASSET IN TEACHING THE KIDS THE SKILLS THEY NEED TO COMPETE OR SIMPLY HAVE FUN WITH THE FELLOW TEAMMATES. WHILE THE CURRENT TRAILS ARE SUITABLE FOR PRACTICE IT'S NOT IDEAL FOR PEOPLE WHO ARE NOT FAMILIAR WITH THE TRAILS. IT'S VERY EASY TO GET LOST SO WE ARE CONSTANTLY DIRECTING THE KIDS WHERE TO GO. FOR ME SIMPLE SINGLE TRACK THAT IS EASY TO NAVIGATE WITHOUT GETTING LOST AND INCLUDE SOME TECHNICAL SECTIONS AND RIDE AROUNDS IS PERFECTLY FINE BUT ANYTHING MORE WOULD BE AMAZING. THE SECOND MOST IMPORTANT TOPIC FOR ME WOULD ALSO BE THE ABILITY TO HOST MTB RACES AT EVERGREEN AGAIN THROUGH, WORS, WEMS, NICA OR ANY LOCAL EFFORT.

4. I'M MOST EXCITED ABOUT THE WAY FINDING AND TRAIL SYSTEM. I'VE BIKED THE PARK WITH A GROUP AND OFTEN FEEL LIKE THE TRAIL SYSTEM IS A PILE OF SPAGHETTI AND WOULD NEVER BIKE IT WITHOUT SOMEONE VERY FAMILIAR WITH THE PARK. THE TRAIL IMPROVEMENT AND REMOVING THE ERODING TRAILS IS ALSO GREAT. I ALSO REALLY LIKE THE PLAYGROUND AND PUMP TRACK COMPONENTS. IT'S GREAT FOR KIDS!

5. NO IMPROVEMENTS NEEDED LEAVE PARK IN A NATURAL SETTING AND SAVE TAX PAYER DOLLARS, THESE SO CALLED IMPROVEMENTS WOULD BE A BIG WASTE OF TAX DOLLARS

*The full comment list can be found in Appendix C

TRAIL NETWORK VISION

The trail assessment performed by IMBA Trail Solutions during October 2023 in combination with community engagement throughout January 2024 informed a conceptual trail network vision that suggests improvements and new trail amenities in Evergreen Park. The conceptual trail alignments are laid out to minimize soil erosion and environmental disturbance while providing an improved shared-use trail network for all users.

Conceptual additions include zones identified for bike skills features, a pump track, a bicycle playground, and jumps. A one-mile beginner loop provides circulation through the park with bike-optimized flow trails to take advantage of the park’s elevation. Hike-only and traditional shared-use singletrack trails are drawn with

sustainable grades and alignments that allow users to configure loops of various lengths and connect with existing trails at defined hub locations.

The trail network vision recommends maintaining some of the existing trail alignments in Evergreen Park and all of the recognized and legal trails within Maywood Environmental Park and Jaycee Quarry Park. Improvements to the existing trails may be implemented on an as-needed basis to ensure proper drainage, minimize erosion, and improve the user experience. Appendix A includes potential issues identified on existing trails at the time of assessment.

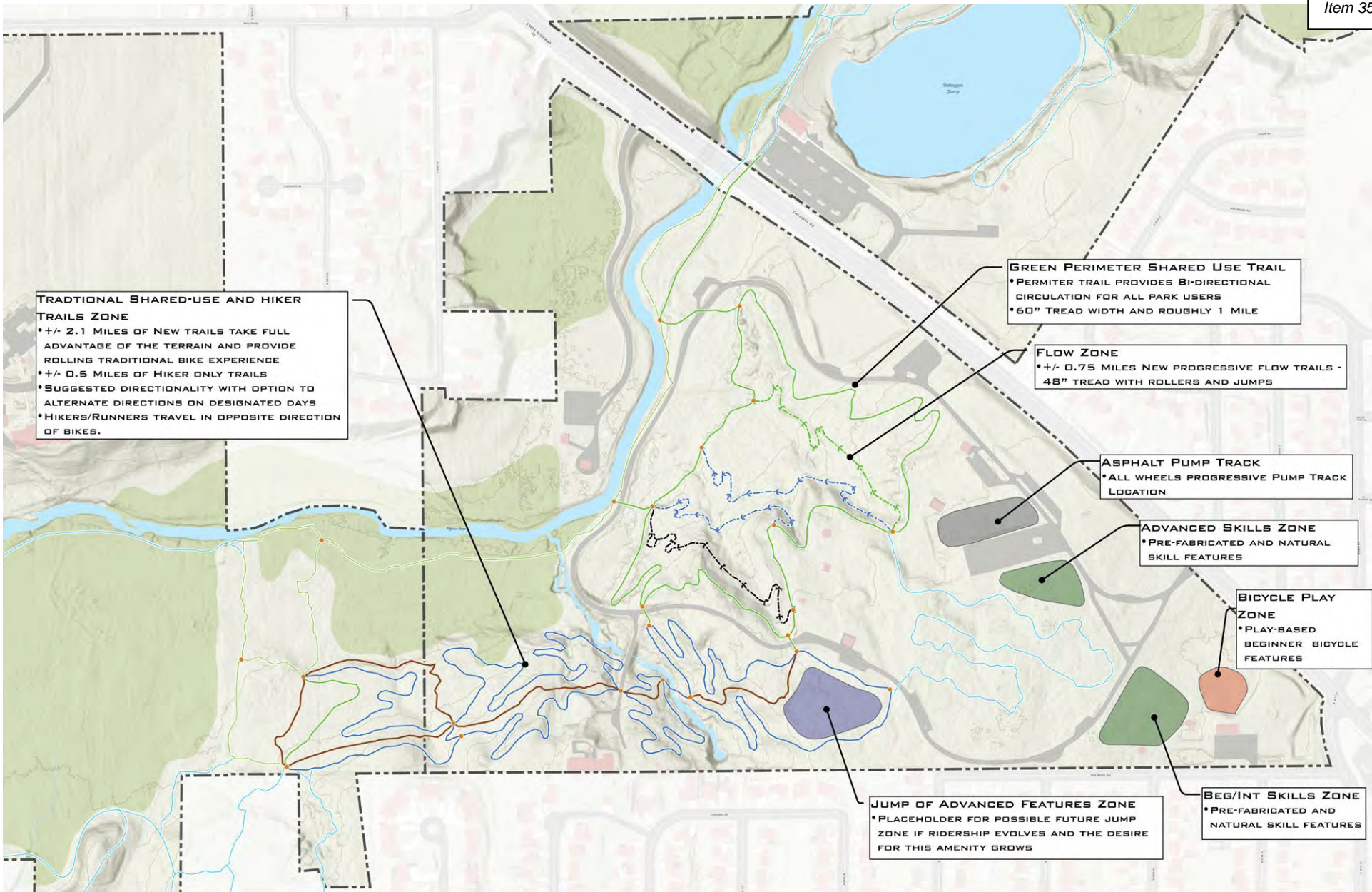
All of the new trails and amenities recommended in this plan are focused within Evergreen Park, which offers the best opportunities for sustainable trail alignments that also meet the goals outlined by stakeholders and the community. If implemented, new trail development may result in some existing trail re-routes and closures to accommodate the improved trail network alignments. During this process, proper signage and re-routes should be prioritized to allow for cohesive trail experiences in the park during phases of new design and construction.



A bicycle playground with beginner skills features provides a progressive learning environment for newcomers.



Trail construction employs a host of advanced tools, but sometimes the job simply calls for the time-tested rake.



TRADITIONAL SHARED-USE AND HIKER TRAILS ZONE

- +/- 2.1 MILES OF NEW TRAILS TAKE FULL ADVANTAGE OF THE TERRAIN AND PROVIDE ROLLING TRADITIONAL BIKE EXPERIENCE
- +/- 0.5 MILES OF HIKER ONLY TRAILS
- SUGGESTED DIRECTIONALITY WITH OPTION TO ALTERNATE DIRECTIONS ON DESIGNATED DAYS
- HIKERS/RUNNERS TRAVEL IN OPPOSITE DIRECTION OF BIKES.

GREEN PERIMETER SHARED USE TRAIL

- PERIMETER TRAIL PROVIDES BI-DIRECTIONAL CIRCULATION FOR ALL PARK USERS
- 60" TREAD WIDTH AND ROUGHLY 1 MILE

FLOW ZONE

- +/- 0.75 MILES NEW PROGRESSIVE FLOW TRAILS - 48" TREAD WITH ROLLERS AND JUMPS

ASPHALT PUMP TRACK

- ALL WHEELS PROGRESSIVE PUMP TRACK LOCATION

ADVANCED SKILLS ZONE

- PRE-FABRICATED AND NATURAL SKILL FEATURES

BICYCLE PLAY ZONE

- PLAY-BASED BEGINNER BICYCLE FEATURES

JUMP OF ADVANCED FEATURES ZONE

- PLACEHOLDER FOR POSSIBLE FUTURE JUMP ZONE IF RIDERSHIP EVOLVES AND THE DESIRE FOR THIS AMENITY GROWS

BEG/INT SKILLS ZONE

- PRE-FABRICATED AND NATURAL SKILL FEATURES

TRAIL NETWORK VISION

EVERGREEN PARK | SHEBOYGAN, WI | JANUARY 2024

- CONCEPT HUBS
- HIKER ONLY
- EXISTING, BEGINNER, SHARED-USE
- BEGINNER, TRADITIONAL SINGLETRACK, SHARED-USE
- BEGINNER, MOUNTAIN BIKE OPTIMIZED
- EXISTING, INTERMEDIATE, SHARED-USE
- INTERMEDIATE, TRADITIONAL SINGLETRACK, SHARED-USE
- INTERMEDIATE, BIKE-OPTIMIZED
- ADVANCED, BIKE-OPTIMIZED
- PROJECT AREA BOUNDARY



RECOMMENDED PHASING

Trail design and construction is commonly divided into manageable phases of work to help communities prioritize goals, raise funds, and develop projects over a reasonable timeline. The following phases are recommended for implementing the Trail Network Vision for Evergreen Park:

1 SIGNAGE AND WAYFINDING PHASE

This phase of work is already underway, which includes establishing a designated route through the existing trail network with new signage and wayfinding.

2 INITIAL IMPROVEMENTS PHASE

The second phase includes creating a new one-mile perimeter trail that provides bidirectional circulation through the interior of the park for all users. This perimeter trail would be constructed in combination with a bicycle playground near the existing playground, a beginner and intermediate skills zone with prefabricated and natural skills features, and a progressive flow zone that would establish nearly a mile of bike-optimized trails.

3+4 MILEAGE AND FEATURES PHASE PUMP TRACK PHASE

The third phase includes creating hike-only trails and constructing new traditional singletrack trails that utilizes modern, sustainable trail design techniques. Additional developments may include an asphalt pump track near the existing parking lots, an advanced skills zone, alternate lines on trails that mimic NICA features, and a placeholder for an advanced feature and jump zone.

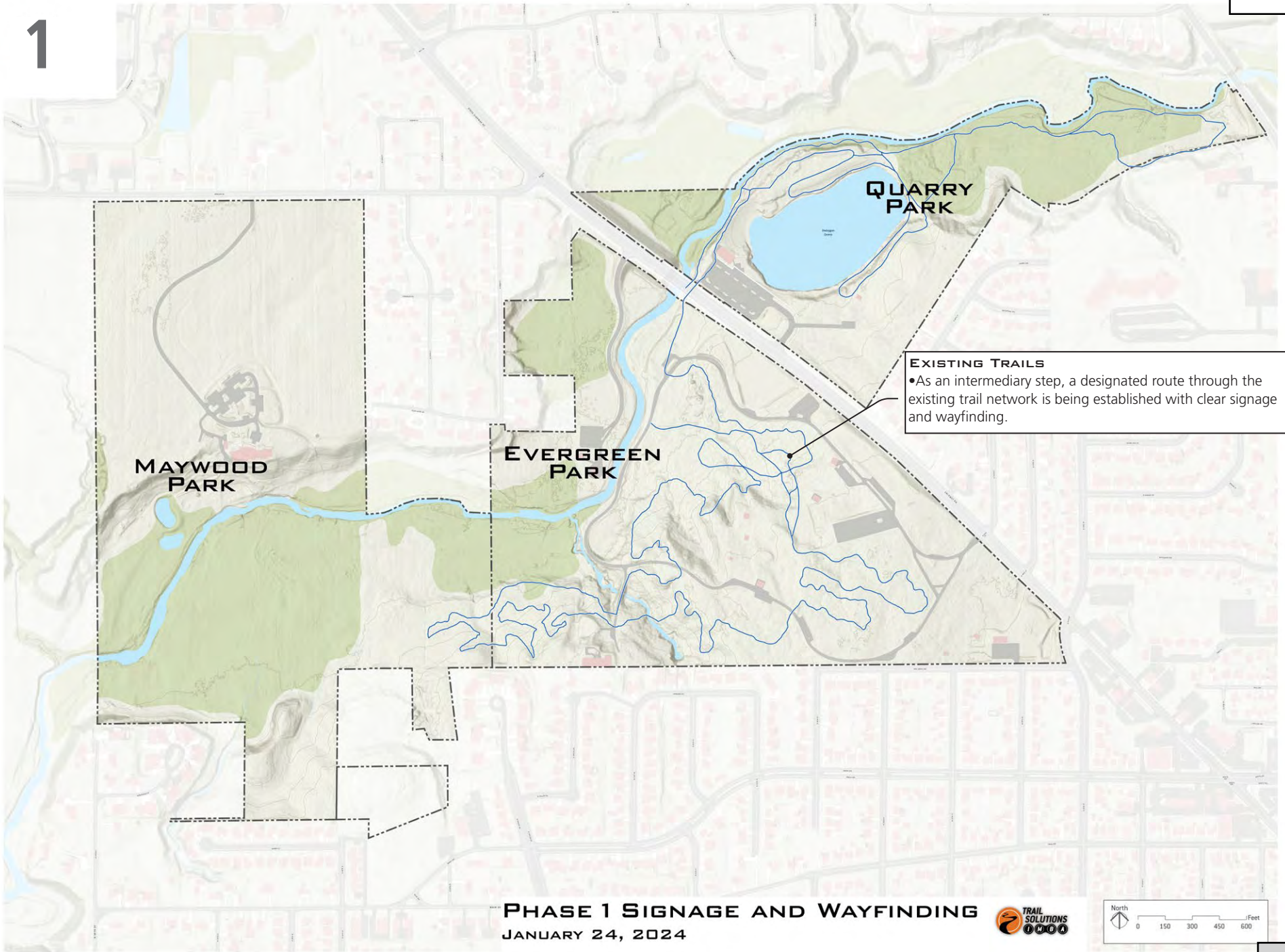


Sustainable trails provide immersive nature experiences, serving a wide range of activities and community members.



Well-designed trails minimize environmental impact by considering the local soils, hydrology, and biota.

1



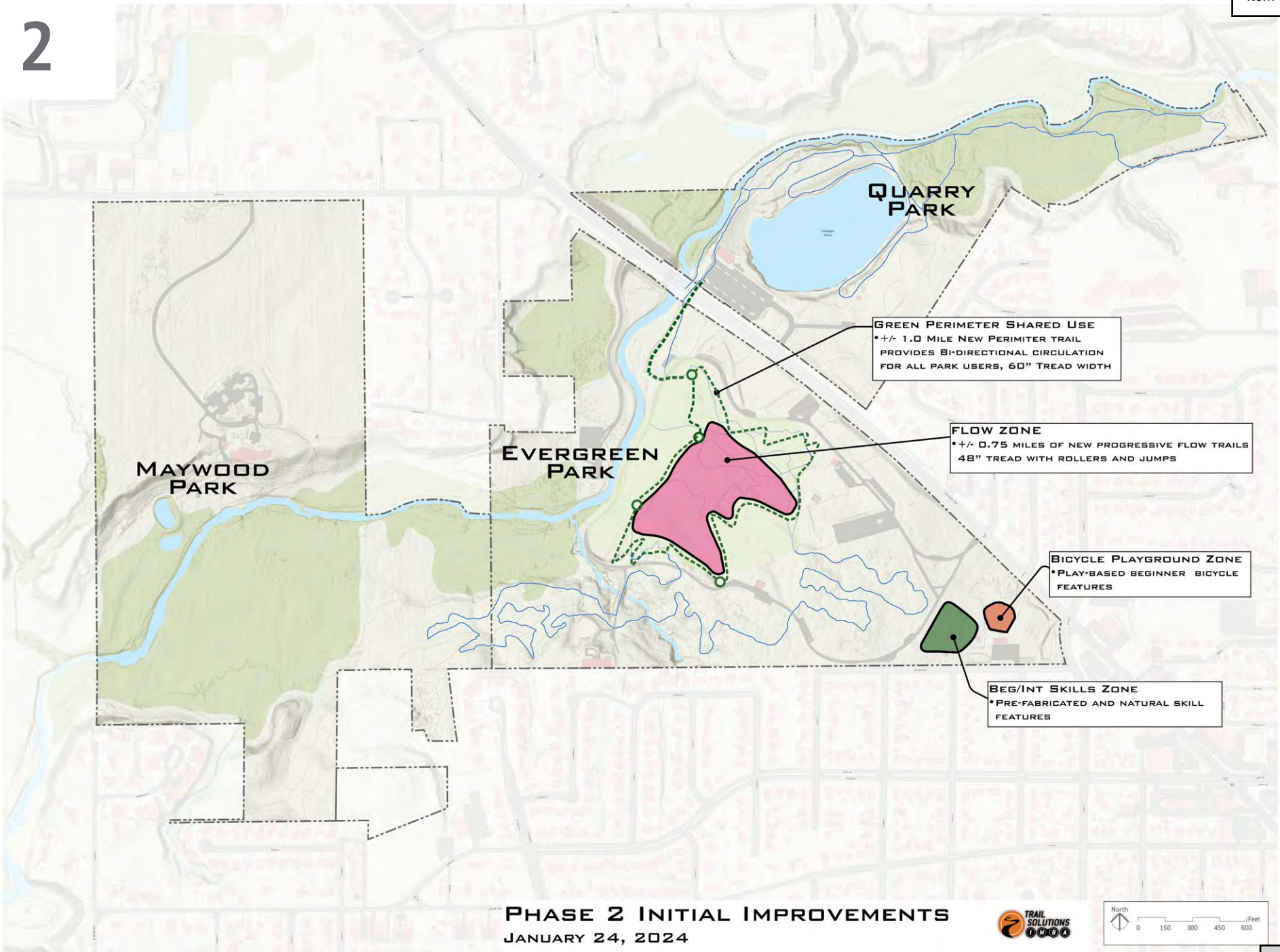
EXISTING TRAILS

- As an intermediary step, a designated route through the existing trail network is being established with clear signage and wayfinding.

PHASE 1 SIGNAGE AND WAYFINDING
 JANUARY 24, 2024



2



Evergreen Bike Park: Phase 1 Signage and Wayfinding

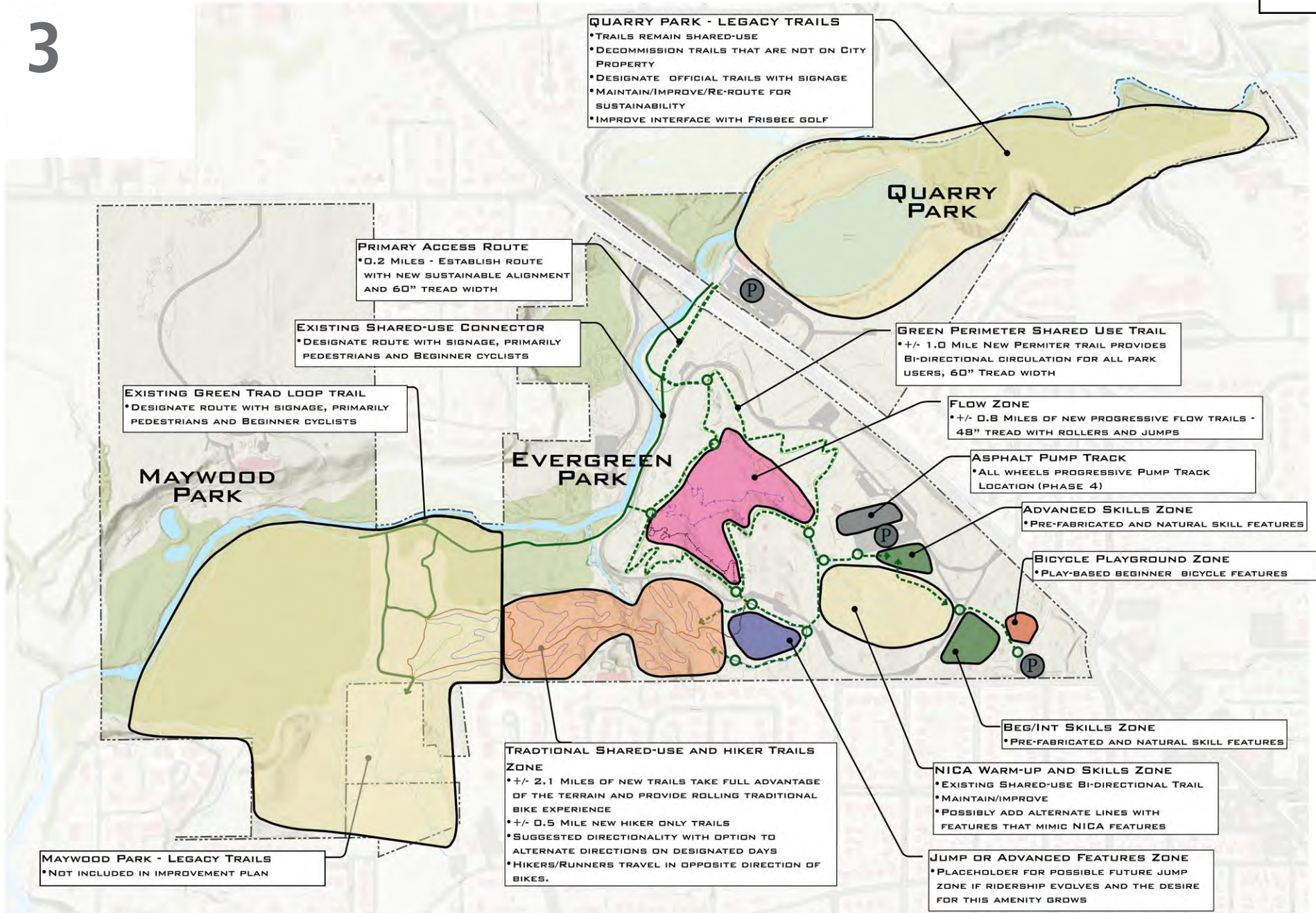
Item	Description	Cost
Bike Amenities		
Signage	Trailhead and wayfinding signs (work underway)	Funded by SCC

Evergreen Bike Park: Phase 2 Initial Improvements Conceptual Cost Opinion

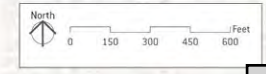
Item	Description	Cost
Bike Amenities		
Bike Playground	350-450 feet with 7-10 features	\$60,000
Beginner / Intermediate Skills Zone	0.33-mile trail with 13-16 features	\$100,000
Green perimeter shared-use trail and Quarry connection	1.2 miles - 60" tread width	\$60,000
Flow Trails	0.8 miles bike optimized flow / features trails	\$80,000
Trail Design Services		
Field flagging of trails	2.0 miles of trails	\$10,000
Schematic design of bike playground and skills zone	Schematic documents that would support a design build level of construction	\$17,000
Trail and Bike Amenity Implementation costs		
Signage	Main kiosk; wayfinding, information, and bike park amenity signs	\$35,000
Permitting, compliance and monitoring	Various local, state, and/or federal permits	\$6,000
Mobilizations for construction	Cost of mobilizing build team to/from project site	\$10,000
Estimated Phase 2 Bike Park and Trail Construction		\$378,000
Total Estimated Contingency		\$22,000
Total Estimated Phase 2		\$400,000

Notes: This conceptual cost opinion provides a high level opinion of the costs of construction and serves as a tool for planning purposes only. It is expected that actual costs may fluctuate +/-20% from the amounts provided in this cost opinion. The cost opinion does not serve as a bid. Costs for site preparation, utility connections, and stormwater infrastructure are not included in this estimate. Permitting costs assume a variety of local, state, and federal regulations apply (i.e. stormwater, land disturbance, etc.). Construction costs assume professional trail contractors perform the work. Contingency is assumed to allow for adjustments during design and permitting. Cost opinion reflects current prices and does not account for future cost escalation.

3



MILEAGE AND FEATURES PHASE
JANUARY 24, 2024



Evergreen Bike Park: Phase 3 Mileage and Features Conceptual Cost Opinion

Item	Description	Cost
Bike Amenities		
Advanced skills zone	0.25-mile trail with 10-15 features	\$120,000
NICA warm up and skills zone	Maintenance and improvements	\$25,000
Jump or advanced features zone	4-5 progressive jump / features lines	\$175,000
Traditional shared-use trails	2.1 miles traditional machine built singletrack	\$100,000
New shared-use bridge	Construct new bridge at current crossing (traditional shared-use trails)	\$20,000
Hiker only trails	0.5 mile hiking trails	\$500
Trail Design Services		
Field flagging of trails	2.6 miles of trails	\$15,000
Design development of advanced skills zone	DD documents that would support a bid and contractor procurement process	\$25,000
Schematic design of jump or advanced features zone	Schematic documents that would support a design build level of construction	\$17,500
Trail and Bike Amenity Implementation costs		
Signage	Main kiosk; wayfinding, information, and bike park amenity signs	\$20,000
Permitting, compliance and monitoring	Various local, state, and/or federal permits	\$18,000
Mobilizations for construction	Cost of mobilizing multiple build teams to/from project site	\$20,000
Estimated Phase 3 Bike Park and Trail Construction		\$556,000
Total Estimated Contingency		\$31,000
Total Estimated Phase 3		\$587,000

Evergreen Bike Park: Phase 4 Pump Track Conceptual Cost Opinion

Item	Description	Cost
Bike Amenities		
Asphalt pump track	+/- 18,000 square foot pump track	\$600,000
Trail Design Services		
Design development of pump track	DD documents that would support a bid and contractor procurement process	\$13,000
Bike Amenity Implementation costs		
Signage	Pump track amenity sign	\$2,000
Permitting, compliance and monitoring	Local, state, and/or federal permits	\$5,000
Mobilizations for construction	Cost of mobilizing build team to/from project site	\$10,000
Estimated Phase 4 Pump Track Construction		\$630,000
Total Estimated Contingency		\$35,000
Total Estimated Phase 4		\$665,000

Notes: This conceptual cost opinion provides a high level opinion of the costs of construction and serves as a tool for planning purposes only. It is expected that actual costs may fluctuate +/-20% from the amounts provided in this cost opinion. The cost opinion does not serve as a bid. Costs for site preparation, utility connections, and stormwater infrastructure are not included in this estimate. Permitting costs assume a variety of local, state, and federal regulations apply (i.e. stormwater, land disturbance, etc.). Construction costs assume professional trail contractors perform the work. Contingency is assumed to allow for adjustments during design and permitting. Cost opinion reflects current prices and does not account for future cost escalation.

IMPLEMENTATION AND NEXT STEPS

Concept Plan Review

To bring this concept plan to fruition, the next step is to share this report and supporting maps with the appropriate stakeholders and staff to gather feedback and devise next steps. This coordination will help identify unknown sensitive resources that should be avoided, highlight potential conflicts that could be proactively mitigated, and address other important issues in order to ensure positive outcomes with the project. Public meetings with community leaders, residents and other stakeholders are encouraged to engage the public and build interest in the project.

Design

This plan offers a vision for trail development in Evergreen Park in Sheboygan, Wisconsin. The plan identifies conceptual opportunities but will require refinement and detailed design. Design is vital to a successful trail system. Professional trail layouts will minimize resource impacts and maximize visitor experience. During design, it is imperative to identify permitting and compliance needs. Trail design includes field flagging, which is subject to degradation due to weather and animals. Field layout should occur no more than two years before anticipated construction for most projects.

Permitting and Compliance

All construction projects are subject to regulatory requirements. Obtaining proper permits ensures that work follows local, state, and federal laws as trail concept plans are implemented. At least as important, working under permits can help trail builders and visitors to be good stewards of the land.

Trails are used for many reasons, but a chief motivator among visitors is to enjoy the outdoors. Ground disturbance, uncontrolled erosion, and sedimentation can negatively impact our environment, water quality, flora, and fauna. These impacts are also unsightly and, if not quickly mitigated, can rapidly increase maintenance costs and ultimately create trails that visitors no longer want to visit.

Utility Locate

It is against state law to excavate or grade without a utility location. It is extremely important that contractors notify the applicable organizations in a timely fashion for utility location services prior to construction.

Construction

The trails recommended in this plan require extensive mechanized construction and knowledge of sustainable trail building practices. IMBA Trail Solutions recommends the alignments be constructed by professional trail builders. The Professional Trailbuilders Association (PTBA) maintains a list of quality trail builders; however, this list is not exhaustive and does not include all qualified trail builders.

Maintenance and Stewardship

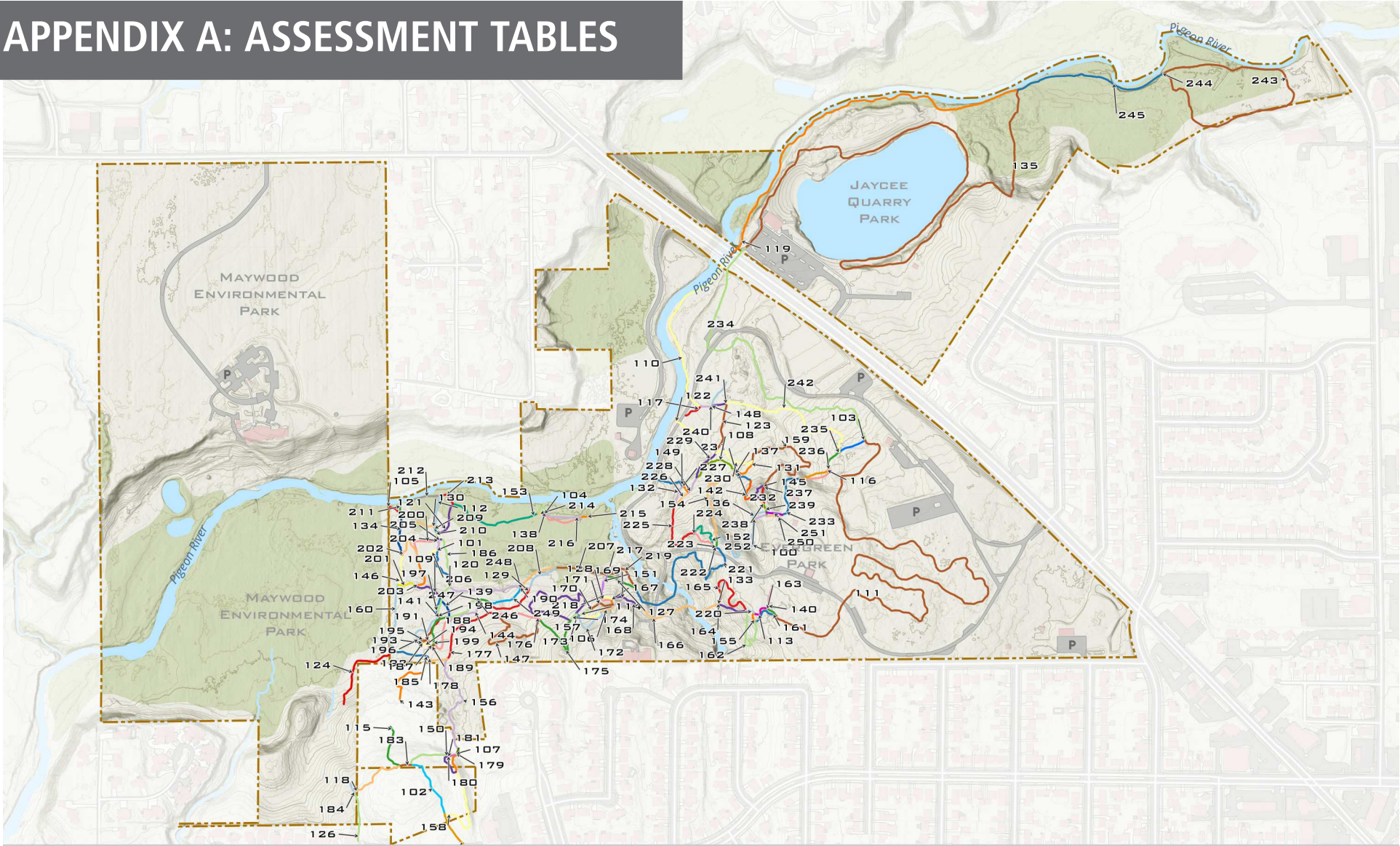
Maintenance is an ongoing cost and should be planned and budgeted from the onset of a project. Trails should be managed according to trail type guidelines, respective trail narratives, and recommended difficulty levels. Typical annual maintenance budgets for traditional and mountain bike-optimized trails range from 5% to 15% of the construction cost. Some of the annual maintenance for trails can be performed by trained volunteers. These tasks will include corridor trimming, downed tree removal, tread clearing, and minor drainage work. Professional assistance will be required occasionally. Increasingly, mountain bike trail systems are hiring part- or full-time staff to provide maintenance to trail systems. Ensuring a quality, consistent riding experience is key to attracting visitors and keeping a local riding community satisfied and growing.

CONCLUSION

Evergreen Park is a treasure for the City of Sheboygan, offering a diverse array of outdoor recreational opportunities for both residents and visitors. This park serves many purposes, attracting individuals in search of nature, exercise, tranquility, and exploration, all within the forested heart of the city. Evergreen park has been around for decades and has witnessed eras of enhancement, decline, restoration and evolution. Now, with renewed energy from the City of Sheboygan and Sheboygan County Cycling, there is a great opportunity to breathe new life into the park's trail system, ensuring its enjoyment for generations to come. This concept plan showcases exciting additions to the park, such as flow trails, skills features, a dedicated bicycle playground, hike-only trails, and a revitalized traditional singletrack network. Collectively, these enhancements provide a more comprehensive and sustainable trail network, fostering enduring recreational experiences for all who visit.



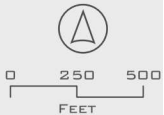
APPENDIX A: ASSESSMENT TABLES




REFERENCE MAP

EVERGREEN PARK | SHEBOYGAN, WI | SPRING 2024

PROJECT AREA WETLANDS








Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
103	Line	2	2	2023:10:06	43.778736, 87.745022	656.92 ft	70 ENE	Access trail.	
107	Line	2	2	2023:10:05	43.774086, 87.752739	672.90 ft	334 NNW	Maywood Loop. Fall line. Portions of trail on private property.	
109	Line	2	2	2023:10:06	43.776564, 87.753306	622.20 ft	256 WSW	Access trail.	
110	Line	2	2	2023:10:05	43.780808, 87.748067	611.59 ft	74 ENE	Grassy. Logs in trail.	
111	Line	4	3	2023:10:05	43.776489, 87.745061	677.09 ft	16 NNE	Mostly flat and rooty.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
112	Line	2	2	2023:10:05	43.777494, 87.752992	612.65 ft	181 S	Segment leads into wetland area.	
116	Line	1	1	2023:10:06	43.778247, 87.745708	654.52 ft	248 WSW	Trail in disrepair.	
119	Point	N/A	N/A	2023:10:05	43.783672, 87.744022	601.51 ft	59 ENE	Along pigeon river. Some tread erosion. Otherwise a quaint trail.	
119	Point	N/A	N/A	2023:10:05	43.782331, 87.746592	609.51 ft	17 NNE	Along pigeon river. Some tread erosion.	
119	Point	N/A	N/A	2023:10:05	43.783542, 87.745047	602.59 ft	46 NE	Along Pigeon River. Some tread erosion.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
119	Point	N/A	N/A	2023:10:05	43.783631, 87.743583	601.60 ft	84 E	Wet in low-lying areas.	
119	Point	N/A	N/A	2023:10:05	43.782733, 87.746331	617.91 ft	41 NE	Downed tree.	
119	Point	N/A	N/A	2023:10:05	43.782119, 87.746889	617.58 ft	35 NE	Near Pigeon River.	
120	Line	1	1	2023:10:06	43.776489, 87.751722	625.85 ft	273 W	Bridge down.	
123	Line	2	2	2023:10:05	43.778597, 87.747364	697.01 ft	24 NNE	Unnecessary segment; use other trails.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
124	Line	2	2	2023:10:06	43.775317, 87.754703	621.20 ft;629.78 ft	179 S	Grassy in low-lying areas. Recently mowed.	
127	Line	2	3	2023:10:05	43.776681, 87.749572	637.68 ft	292 WNW	Part of designated route.	
129	Line	2	2	2023:10:06	43.776253, 87.751867	625.90 ft	289 WNW	Part of designated route.	
131	Line	2	2	2023:10:05	43.778425, 87.746806	665.69 ft	231 SW	This segment is fine.	
134	Line	2	2	2023:10:05	43.777044, 87.753722	616.09 ft	346 NNW	Part of designated route.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
135	Point	N/A	N/A	2023:10:05	43.782692, 87.746122	604.48 ft	219 SW	Along chain link fence. Significant tread erosion.	
135	Point	N/A	N/A	2023:10:05	43.782289, 87.746511	609.68 ft	232 SW	Along chain link fence. Tread erosion.	
135	Point	N/A	N/A	2023:10:05	43.782411, 87.742369	626.08 ft	233 SW	Old entrance to woods.	
135	Point	N/A	N/A	2023:10:05	43.782925, 87.745922	604.30 ft	93 E	Steep fall line segment.	
135	Point	N/A	N/A	2023:10:05	43.783256, 87.743386	602.80 ft	195 SSW	Quarry rock slabs along lake.	

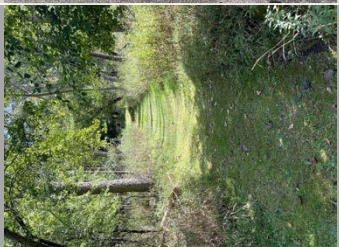
Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
136	Line	1	1	2023:10:06	43.777711, 87.746650	696.69 ft	105 ESE	Trail segment not found here.	
137	Line	2	2	2023:10:06	43.778269, 87.747044	632.47 ft	128 SE	Trail used to climb hill or descend hill. Grades are acceptable.	
139	Line	2	2	2023:10:06	43.776342, 87.752781	627.00 ft	336 NNW	Access path.	
142	Line	2	2	2023:10:06	43.777969, 87.747008	644.16 ft;636.06 ft	185 S	Fall line trail.	
144	Line	2	2	2023:10:06	43.776172, 87.752331	628.74 ft	249 WSW	Part of designated route.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
147	Line	2	2	2023:10:06	43.775822, 87.751922	657.77 ft	68 ENE	Part of designated route.	
148	Line	1	1	2023:10:05	43.779639, 87.747408	615.88 ft	205 SSW	Trail segment not found here.	
149	Line	2	2	2023:10:05	43.778089, 87.748436	650.66 ft	305 NW	Fall line segment. Access to road.	
151	Line	1	1	2023:10:05	43.776694, 87.749708	634.32 ft	213 SSW	Trail no longer exists.	
152	Line	3	3	2023:10:05	43.777447, 87.747736	639.79 ft	181 S	Good trail character. Trail has banked turns near big trees.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
154	Line	2	2	2023:10:06	43.778106, 87.747450	634.78 ft;638.97 ft	251 WSW	Part of designated route.	
155	Line	2	1	2023:10:05	43.776244, 87.746875	662.38 ft	316 NW	Trail segment not necessary.	
157	Line	2	2	2023:10:06	43.776294, 87.751303	626.85 ft	59 ENE	Part of designated route.	
159	Line	3	2	2023:10:06	43.778253, 87.745944	693.70 ft	28 NNE	Part of designated route.	
160	Line	2	2	2023:10:06	43.775656, 87.753906	636.11 ft;637.45 ft	349 N	Part of designated route.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
162	Line	3	3	2023:10:05	43.776264, 87.746939	654.87 ft	160 SSE	Part of designated loop. Unnecessary stacked climbs and descents.	
163	Line	2	2	2023:10:05	43.776297, 87.746722	665.14 ft	65 ENE	Trail segment not necessary.	
166	Line	2	2	2023:10:04	43.776344, 87.748183	633.35 ft	119 ESE	Part of designated route. Bad bridge. Fall line.	
167	Line	1	1	2023:10:06	43.776411, 87.749639	649.87 ft	15 NNE	Trail segment not found.	
168	Line	2	2	2023:10:06	43.776419, 87.749578	645.67 ft	80 E	Part of designated route.	





Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
169	Line	1	1	2023:10:05	43.776397, 87.749686	648.65 ft	29 NNE	Trail segment not found.	
171	Line	2	2	2023:10:06	43.776386, 87.749994	644.47 ft	38 NE	Part of designated route.	
172	Line	2	4	2023:10:05	43.776161, 87.750275	688.12 ft	164 SSE	Part of designated loop. Unnecessary stacked climbs and descents. Interesting forest.	
173	Line	1	1	2023:10:06	43.776300, 87.750086	646.53 ft	234 SW	Segment unnecessary.	
176	Line	1	1	2023:10:05	43.776144, 87.751278	635.30 ft	272 W	Segment not found here.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
177	Line	3	3	2023:10:05	43.776117, 87.752350	691.94 ft	277 W	Trail segment is fine.	
182	Line	2	2	2023:10:05	43.772894, 87.752397	670.15 ft	115 ESE	Access to parking lot. Off property.	
185	Line	2	2	2023:10:06	43.775628, 87.753497	623.98 ft	100 E	Part of designated route. Grassy in low-lying areas. Recently mowed.	
186	Line	2	2	2023:10:05	43.776847, 87.752883	616.54 ft	283 WNW	Part of designated route.	
190	Line	1	1	2023:10:06	43.776811, 87.751136	623.11 ft	304 NW	Segment leads into wetland area.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
197	Line	2	2	2023:10:05	43.776350, 87.752889	619.52 ft	187 S	Trail segment is fine. In pine stand.	
198	Line	1	1	2023:10:05	43.776314, 87.753008	621.25 ft	197 SSW	Segment not found here.	
207	Line	2	2	2023:10:06	43.776728, 87.749881	631.67 ft	277 W	Part of designated route.	
219	Line	2	2	2023:10:05	43.776786, 87.749364	629.62 ft	254 WSW	Bridge in disrepair. Avoid this segment and use alternate route.	
221	Line	2	2	2023:10:05	43.776697, 87.748300	627.37 ft	192 SSW	Part of designated route. Bad stream crossing. Fall line.	






Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
225	Line	3	3	2023:10:05	43.777156, 87.748456	626.15 ft	344 NNW	Part of designated route.	
226	Line	2	2	2023:10:06	43.777911, 87.748392	636.16 ft	2 N	Part of designated route.	
228	Line	2	2	2023:10:05	43.778133, 87.748183	620.84 ft	50 NE	This segment is fine.	
229	Line	2	2	2023:10:05	43.778361, 87.747819	620.95 ft	55 NE	Part of designated route. Bridge in disrepair.	
233	Line	1	1	2023:10:06	43.777994, 87.746247	692.88 ft	300 WNW	Old trail behind rental shelters. Overgrown and in disrepair.	






Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
235	Line	1	1	2023:10:06	43.778381, 87.745342	655.14 ft	269 W	Trail segment not found.	
236	Line	1	1	2023:10:06	43.778306, 87.745644	667.47 ft	146 SE	Trail segment not found.	
237	Line	2	2	2023:10:05	43.777953, 87.746906	709.88 ft	28 NNE	Part of designated route.	
242	Line	2	2	2023:10:06	43.778856, 87.745417	727.98 ft	247 WSW	Fall line. Current descent. New option line to west.	
243	Point	N/A	N/A	2023:10:05	43.783808, 87.736108	604.19 ft	307 NW	New trail to avoid downed trees to east.	






Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
243	Point	N/A	N/A	2023:10:05	43.783378, 87.737372	617.16 ft	335 NNW	Downed trees.	
243	Point	N/A	N/A	2023:10:05	43.783567, 87.736586	610.02 ft	67 ENE	Wet in low-lying areas.	
243	Point	N/A	N/A	2023:10:05	43.783297, 87.737569	622.28 ft	360 N	Overgrown.	
243	Point	N/A	N/A	2023:10:05	43.784028, 87.736769	596.06 ft	240 WSW	Along pigeon river. Some tread erosion. Otherwise a quaint trail.	
245	Point	4	3	2023:10:05	43.783719, 87.739503	600.64 ft	254 WSW	Cut bank of river is undercutting trail tread.	




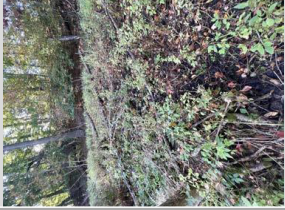
Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
245	Point	N/A	N/A	2023:10:05	43.783928, 87.740272	601.97 ft	276 W	Wet in low-lying areas. Some tread cupping. Mowed path. Many people encountered walking dogs.	
245	Point	N/A	N/A	2023:10:05	43.783747, 87.739269	599.84 ft	262 W	Along the Pigeon River. Some tread erosion.	
245	Point	N/A	N/A	2023:10:05	43.783914, 87.740881	601.27 ft	266 W	Well-mowed trail near disc golf area. Some tread cupping; likely holds water.	
246	Line	1	1	2023:10:05	43.776311, 87.752739	621.60 ft	19 NNE	Segment not found here.	
247	Line	2	2	2023:10:06	43.776364, 87.752247	621.72 ft	115 ESE	Part of designated route.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
248	Line	1	1	2023:10:06	43.776631, 87.751347	624.40 ft	85 E	Segment leads to downed bridge.	
250	Line	1	1	2023:10:06	43.777678, 87.746378	674.67 ft	206 SSW	Near rental shelters. Trail in disrepair.	
251	Line	1	1	2023:10:06	43.777697, 87.746494	675.09 ft	258 WSW	Near rental shelters. Trail in disrepair.	
252	Line	1	1	2023:10:06	43.777631, 87.746628	694.84 ft	68 ENE	Near rental shelters. Trail in disrepair.	
354	Point	2	2	2023:10:05	43.782906, 87.746181	607.90 ft	63 ENE	Junction; connector trail.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
359	Point	2	2	2023:10:05	43.777211, 87.746906	653.39 ft	303 WNW	Trail not found in database. Assigned new number.	
Bicycle Playground Area	Point	N/A	N/A	2023:10:05	43.776364, 87.741136	667.48 ft	84 E	Area near existing playground.	
Confusing junctions	Point	N/A	N/A	2023:10:05	43.782900, 87.746231	607.92 ft	97 E	Wayfinding needed.	
Disc Golf Course	Point	N/A	N/A	2023:10:05	43.783633, 87.742047	599.11 ft	148 SSE	Disc golf course in Jaycee Quarry Park.	
Disk Golf Basket	Point	N/A	N/A	2023:10:05	43.782986, 87.740825	608.43 ft	7 N	Disc golf course in Jaycee Quarry Park.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
Good Slopes, Drier Than Below	Point	N/A	N/A	2023:10:05	43.782556, 87.741431	618.11 ft	68 ENE	Terrain assessment; locating drier soils.	
Old Trail	Point	N/A	N/A	2023:10:05	43.782689, 87.739022	634.86 ft	75 ENE	Trail tread overgrown.	
Old Trail	Point	N/A	N/A	2023:10:05	43.782783, 87.738825	618.69 ft	36 NE	Part of an old trail.	
Old Trail	Point	N/A	N/A	2023:10:05	43.782519, 87.739464	629.94 ft	58 ENE	Old trail found.	
Placemark 1	Point	N/A	N/A	2023:10:05	43.781886, 87.746886	619.72 ft	339 NNW	Parcel donation to the City.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
Placemark 5	Point	N/A	N/A	2023:10:05	43.778303, 87.746419	635.02 ft	324 NW	Overgrown tread.	
Placemark 6	Point	N/A	N/A	2023:10:06	43.778264, 87.745086	647.38 ft	275 W	New descent nearby.	
Placemark 7	Point	N/A	N/A	2023:10:06	43.778225, 87.745172	664.98 ft	191 SSW	Trail junction for new trail.	
Placemark 8	Point	N/A	N/A	2023:10:06	43.778622, 87.745197	701.03 ft	350 N	Rock garden crossing on descent.	
Placemark 9	Point	N/A	N/A	2023:10:06	43.778853, 87.745486	658.88 ft	244 WSW	Part of new descent.	

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
Trail not found	Point	N/A	N/A	2023:10:05	43.783894, 87.738967	599.56 ft	98 E	Trail segment not found here.	
Trail not found	Point	N/A	N/A	2023:10:05	43.783714, 87.736328	606.37 ft	307 NW	Trail segment not found here.	
Wet	Point	N/A	N/A	2023:10:05	43.782481, 87.741678	619.87 ft	95 E	Wet area.	
Wet. Unknown owner.	Point	N/A	N/A	2023:10:05	43.782711, 87.740264	616.65 ft	180 S	Area is wet. Landowner unknown.	
100	Line	1	1	2024:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
101	Line	2	2	2025:10:05	N/A	N/A	N/A	Part of designated route.	N/A
102	Line	2	2	2026:10:05	N/A	N/A	N/A	Maywood Loop. Off property.	N/A
104	Line	1	1	2027:10:05	N/A	N/A	N/A	Wetland area.	N/A
105	Line	2	2	2028:10:05	N/A	N/A	N/A	Connects to Maywood.	N/A
106	Line	1	1	2029:10:05	N/A	N/A	N/A	Not necessary.	N/A
108	Line	1	1	2030:10:05	N/A	N/A	N/A	Trail segment not found.	N/A

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
113	Line	2	2	2031:10:05	N/A	N/A	N/A	Not necessary.	N/A
114	Line	2	2	2032:10:05	N/A	N/A	N/A	Not necessary.	N/A
115	Line	2	2	2033:10:05	N/A	N/A	N/A	Fall line.	N/A
117	Line	2	2	2034:10:05	N/A	N/A	N/A	Segment not found. Remove from database.	N/A
118	Line	2	2	2035:10:05	N/A	N/A	N/A	Fall line.	N/A
119	Line	4	2	2036:10:05	N/A	N/A	N/A	Downed trees, tread falling into river.	N/A
121	Line	1	1	2037:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
122	Line	1	1	2038:10:05	N/A	N/A	N/A	Segment not found. Remove from database.	N/A
126	Line	N/A	N/A	2039:10:05	N/A	N/A	N/A	Access path.	N/A
128	Line	1	1	2040:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
130	Line	1	1	2041:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
132	Line	1	1	2042:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
133	Line	2	1	2043:10:05	N/A	N/A	N/A	Old. Overgrown.	N/A
135	Line	5	4	2044:10:05	N/A	N/A	N/A	Comes close to chain link fence.	N/A
138	Line	1	1	2045:10:05	N/A	N/A	N/A	Wetland area.	N/A
140	Line	1	2	2046:10:05	N/A	N/A	N/A	Not necessary.	N/A
141	Line	1	1	2047:10:05	N/A	N/A	N/A	Not necessary.	N/A
143	Line	2	2	2048:10:05	N/A	N/A	N/A	Part of designated route.	N/A
145	Line	1	1	2049:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
146	Line	2	2	2050:10:05	N/A	N/A	N/A	Part of designated route.	N/A
150	Line	1	1	2051:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
153	Line	1	1	2052:10:05	N/A	N/A	N/A	Wetland area.	N/A

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
156	Line	2	2	2053:10:05	N/A	N/A	N/A	Part of designated route.	N/A
158	Line	2	2	2054:10:05	N/A	N/A	N/A	Maywood Loop. Partially off property.	N/A
161	Line	3	3	2055:10:05	N/A	N/A	N/A	Part of designated route.	N/A
165	Line	3	3	2056:10:05	N/A	N/A	N/A	Part of designated route.	N/A
170	Line	2	4	2057:10:05	N/A	N/A	N/A	Unnecessary stacked climb/descents.	N/A
174	Line	2	2	2058:10:05	N/A	N/A	N/A	Not necessary.	N/A
175	Line	2	2	2059:10:05	N/A	N/A	N/A	Part of designated route.	N/A
178	Line	2	2	2060:10:05	N/A	N/A	N/A	Part of designated route.	N/A
179	Line	2	2	2061:10:05	N/A	N/A	N/A	Maywood Loop. Designated.	N/A
180	Line	2	2	2062:10:05	N/A	N/A	N/A	Maywood Loop. Off property.	N/A
181	Line	2	2	2063:10:05	N/A	N/A	N/A	Maywood Loop. Fall line. Private property.	N/A
183	Line	2	2	2064:10:05	N/A	N/A	N/A	Maywood Loop. Leads to off-property.	N/A
184	Line	2	2	2065:10:05	N/A	N/A	N/A	Maywood Loop.	N/A
186	Point	N/A	N/A	2066:10:05	N/A	N/A	N/A	Trail in pine stand area.	N/A
187	Line	1	1	2067:10:05	N/A	N/A	N/A	Not necessary.	N/A
188	Line	1	1	2068:10:05	N/A	N/A	N/A	Part of designated route.	N/A
189	Line	1	1	2069:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
191	Line	1	1	2070:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
192	Line	2	2	2071:10:05	N/A	N/A	N/A	Part of designated route.	N/A
193	Line	2	2	2072:10:05	N/A	N/A	N/A	Part of designated route.	N/A
194	Line	2	2	2073:10:05	N/A	N/A	N/A	Part of designated route.	N/A
195	Line	2	2	2074:10:05	N/A	N/A	N/A	Part of designated route.	N/A

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
196	Line	1	1	2075:10:05	N/A	N/A	N/A	Not necessary.	N/A
199	Line	1	1	2076:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
200	Line	1	1	2077:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
201	Line	2	2	2078:10:05	N/A	N/A	N/A	Connector Trail.	N/A
202	Line	1	1	2079:10:05	N/A	N/A	N/A	Part of designated route.	N/A
203	Line	2	2	2080:10:05	N/A	N/A	N/A	Overlaps ski path.	N/A
204	Line	1	1	2081:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
205	Line	1	1	2082:10:05	N/A	N/A	N/A	Not necessary.	N/A
206	Line	2	2	2083:10:05	N/A	N/A	N/A	Part of designated route.	N/A
208	Line	2	2	2084:10:05	N/A	N/A	N/A	Part of designated route.	N/A
209	Line	1	1	2085:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
210	Line	1	1	2086:10:05	N/A	N/A	N/A	Not necessary.	N/A
211	Line	N/A	N/A	2087:10:05	N/A	N/A	N/A	Not necessary.	N/A
212	Line	2	2	2088:10:05	N/A	N/A	N/A	Ski trail.	N/A
213	Line	2	2	2089:10:05	N/A	N/A	N/A	This segment is fine.	N/A
214	Line	1	1	2090:10:05	N/A	N/A	N/A	Wetland area.	N/A
215	Line	1	1	2091:10:05	N/A	N/A	N/A	Wetland area.	N/A
216	Line	1	1	2092:10:05	N/A	N/A	N/A	Wetland area.	N/A
217	Line	2	2	2093:10:05	N/A	N/A	N/A	Connector Trail.	N/A
218	Line	1	1	2094:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
220	Line	1	1	2095:10:05	N/A	N/A	N/A	Not necessary.	N/A
222	Line	2	2	2096:10:05	N/A	N/A	N/A	Part of designated route.	N/A

Segment	Data Type	Character	Condition	Date	Location	Altitude	Orientation	Notes	Image
223	Line	2	2	2097:10:05	N/A	N/A	N/A	Part of designated route.	N/A
224	Line	1	1	2098:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
227	Line	2	2	2099:10:05	N/A	N/A	N/A	Access to road.	N/A
230	Line	2	2	2100:10:05	N/A	N/A	N/A	Part of designated route.	N/A
231	Line	1	1	2101:10:05	N/A	N/A	N/A	Connector Trail.	N/A
232	Line	1	1	2102:10:05	N/A	N/A	N/A	Connector Trail.	N/A
234	Line	3	3	2103:10:05	N/A	N/A	N/A	Close to fall line. Probably future climb.	N/A
238	Line	2	2	2104:10:05	N/A	N/A	N/A	Kind of exists. Check Strava.	N/A
239	Line	1	1	2105:10:05	N/A	N/A	N/A	Trail segment not found.	N/A
240	Line	2	2	2106:10:05	N/A	N/A	N/A	Part of designated route.	N/A
241	Line	N/A	N/A	2107:10:05	N/A	N/A	N/A	Part of designated route.	N/A
243	Line	2	3	2108:10:05	N/A	N/A	N/A	Crosses property boundaries. Wet, overgrown. Possibly elevate tread.	N/A
245	Line	3	3	2109:10:05	N/A	N/A	N/A	This segment is fine.	N/A
249	Line	1	1	2110:10:05	N/A	N/A	N/A	Trail segment not found.	N/A

APPENDIX B: ESRI STORYMAP

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EVERGREEN PARK

Trail Network Assessment

Draft

Trail Assessment Process

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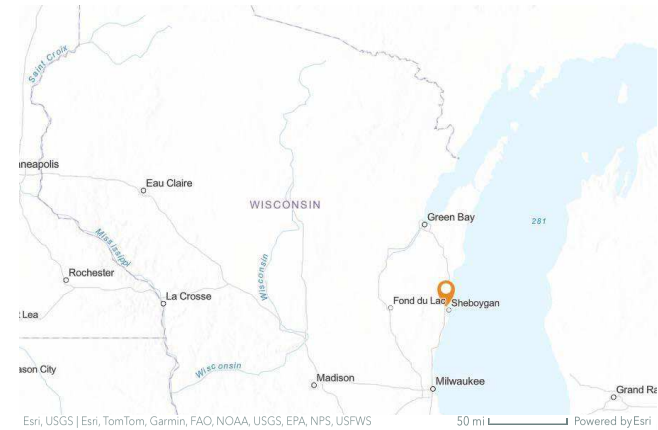
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The City of Sheboygan and Sheboygan County Cycling partnered with IMBA Trail Solutions to perform a detailed segment-by-segment assessment of the shared-use trails in Evergreen Park, Jaycee Park, and Maywood Environmental Park.

This assessment project builds off of the Evergreen Park Concept Plan developed by IMBA Trail Solutions in May 2021.



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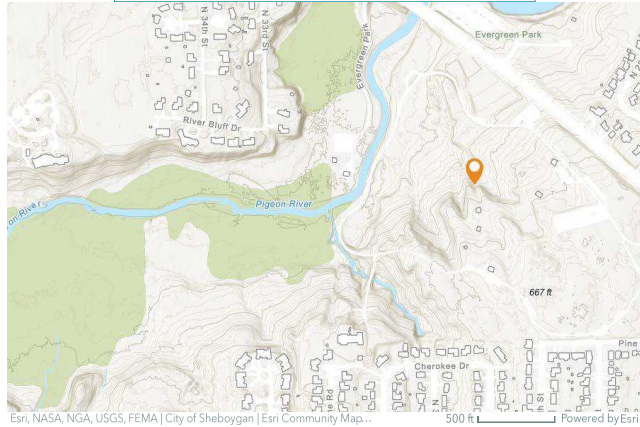
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Regional Context

Evergreen Park is located in Sheboygan, Wisconsin. The city is bordered to the east by Lake Michigan and is about an hour drive north of Milwaukee.

Use the map navigation buttons to explore the park's location.

Zoom Closer



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Project Site

Evergreen Park is a shared-use city park, offering many amenities including a state-of-the-art playground, rental shelters, picnic pavilions, and over six miles of trails. From November 24 through December 31, the park hosts the annual Making Spirits Bright holiday light show.

Evergreen Park has decades of mountain bike history dating back to the early 90s when it began hosting the final races in the annual Wisconsin Off-Road Series.

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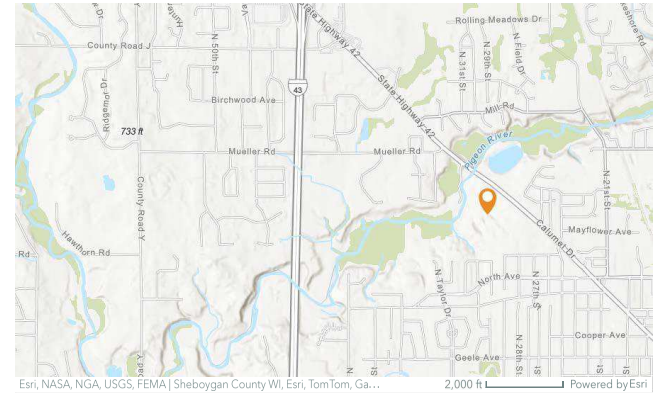
The 2014 Wisconsin Off-Road Series finale race held in Sheboygan, Wisconsin.

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Neighboring Parks

Jaycee Park (Sheboygan Quarry) and Maywood Environmental Park may be accessed from Evergreen Park via connection trails.

Jaycee Park features a beach, swimming area, disc golf course, and a few miles of shared-use trails along the Pigeon River.

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Maywood Environmental Park features various habitats and wildlife viewing opportunities, with year-round outdoor education programming and events. While Maywood trails can be used to access Evergreen Park, they are not designed for mountain biking and several sections are designated as hike-only trails. For more information on recreating in Maywood Environmental Park, [visit their website](#).



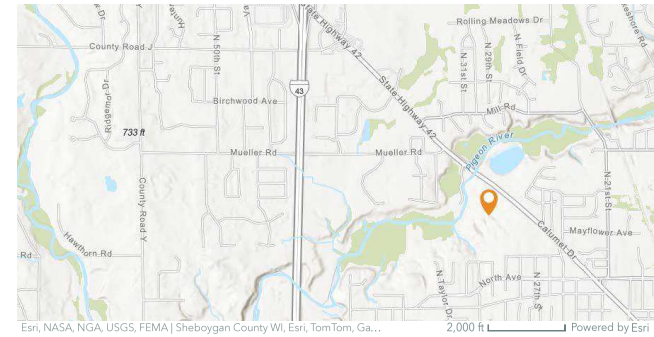
Limestone rock outcrops around the perimeter of Sheboygan Quarry.

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Project Goals

The 2021 Concept Plan developed by IMBA Trail Solutions outlined the following next steps for Evergreen Park:

1. Perform a detailed trail assessment of existing trails and their current condition.
2. Engage in community outreach and visioning.
3. Create a zone-based concept plan that includes recommendations for existing trails, new natural surface singletrack trails, and community bike park amenities.

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The remainder of this StoryMap outlines the findings, preliminary recommendations, and next steps for community feedback based on IMBA Trail Solution's detailed site and trail assessment performed in October 2023.

Any park projects will be vetted with the community and planned to prevent conflict with existing park infrastructure and events.



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Heatmap Assessment

Trails are found packed throughout these three parks. The Strava heatmap reveals how the trail network is currently being utilized. Zooming closer to the trails shows that users often form off-trail social paths, which may be attributed to a lack of clear signage that directs hikers, riders, and skiers to the designated route.

Park	Trail Miles
Evergreen	6.6
Jaycee	2.8
Maywood	5.5

Trail mileage per park, not including unofficial trails and routes through fields that are solely used for events.

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Trail Segment Assessment

Nearly fifteen miles of trails are included in the database developed by IMBA Trail Solutions with assistance from the City of Sheboygan and Sheboygan County Cycling.

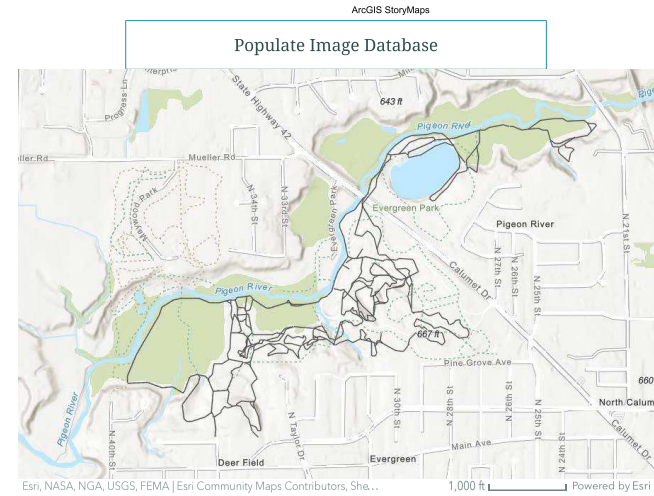
Each trail segment was assessed by IMBA Trail Solutions staff in October 2023. [Zoom in](#) and click a trail segment to reveal a subset of assessment details.

Georeferenced images were captured to document the existing conditions of the site.

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Database Refinement

Following the October 2023 site visit, the trail database was updated to more accurately reflect the existing trail alignments.

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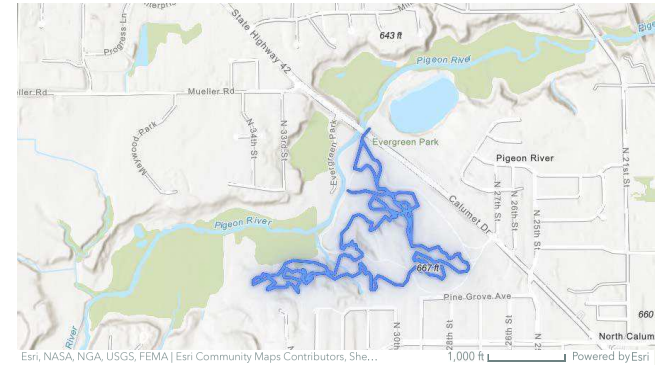
GPS data was collected to refine trail alignments.

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Establishing Designated Trails

Field data and local stakeholder engagement revealed a clear need for intuitive wayfinding and an established route through the complex network of trails.

The blue alignment represents the route that local stakeholders have identified for designation and signage. In the coming months, wayfinding posts and indicators will be installed along these trails, providing users with an easily navigable route through the park. As new trail amenities are introduced, modifications to this designated route will be

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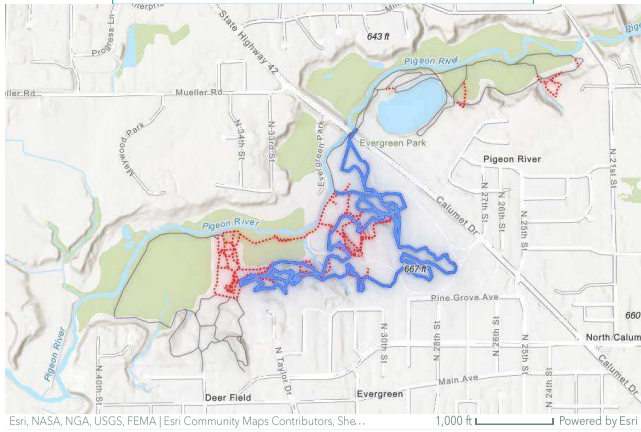
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made to accommodate and complement the phased park improvements.

Show Other Trails



Revegetation Efforts

Trails that are not part of the established route may be decommissioned with educational signage to encourage trail

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users to stay on designated pathways or maintained as alternative trails.

Trail closures may improve wayfinding and reduce the rates of erosion associated with unsustainable trail grades. Learn more about sustainable trail design in IMBA's [Guidelines for a Quality Trail Experience](#).

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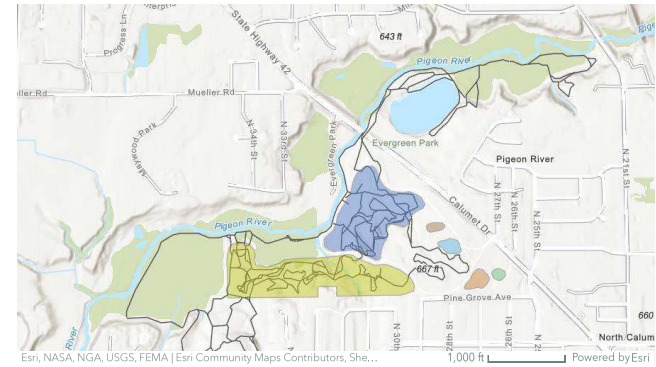
Bridge in disrepair; trail should be decommissioned.

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New Experience Zones

Community and stakeholder feedback will play a key role in guiding the planning efforts in the park.

The experience zones shown here are potential locations based on the available terrain and proximity to other park amenities. The exact types and locations of zones, trails, and amenities will be dictated by community feedback, existing infrastructure, and future field design work.

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The following shared-use and bike-specific trails and amenities are being considered in this plan:

- [Bicycle Playground Zone](#)
- [Intermediate Skills Zone](#)
- [Advanced Skills Zone](#)
- [Pump Track Zone](#)
- [Bike-Optimized Zone](#)
- [Traditional Singletrack Zone](#)

[View Aerial Imagery](#)

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What Happens to the Existing Trails?

After community feedback is gathered and assessed, IMBA Trail Solutions will develop a phased plan for designing and developing new trails, amenities, and experience zones in Evergreen Park.

The plan will include recommended trail re-routes, closures, and additions to maintain a coherent network of trails during the phased construction processes.

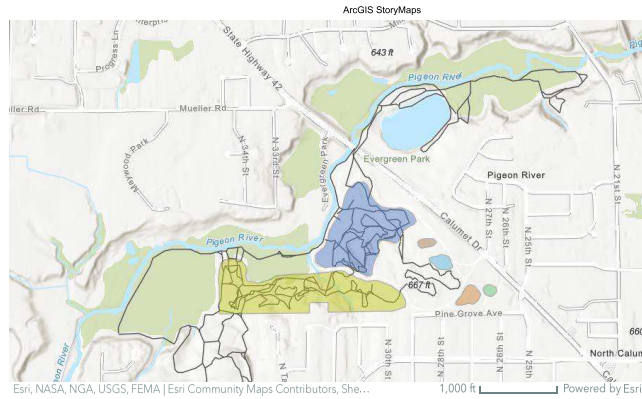


Development of new trails and amenities may require some existing trail re-routes and closures.

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Tell Us What You Want!

Do you have feedback on the future of Evergreen Park?

[Click here](#) to learn more about the proposed shared-use and bike-specific trails and amenities.

If you already feel informed, hop straight over to the [Community Survey](#).

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WHAT DO YOU WANT TO SEE IN EVERGREEN PARK?

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[FILL OUT THE SURVEY!](#)

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APPENDIX C: SURVEY COMMENTS

Please explain the park improvements that are most important to you.

Submissions: 149

new singletrack. I also like the possible future of kids development

smooth flowy singletrack mountain bike trails (bike only) are what i would prefer

"- A trail network that flows well and includes single track that is fun to loop a few times over.

- I would like the improvements to take keys from other Wisconsin trails. Like New Fane and Minooka park as I feel these are similar in size to Evergreen park. Evergreen has the potential to be on another level.

- Maximize gravity features

- I noticed the ""advanced skills zone"" has been located in an area with little elevation change. If this was designed to be just skills, awesome, just don't build the network without a few drops or jumps with alternative lines.

- If funds are better spent making Evergreen the best it can be, don't spend much on Quarry.

Maximize quality over quantity, follows the same philosophy of my first point.

- Ensure the park improvements can handle a large capacity increase. This could become quite a bike stop for those traveling further north.

"

taking advantage of the terrain and available acreage to make evergreen the best possible biking destination

I've pedaled these trails since the mid 90's and they evolved into a mess of trails going every which way. I think that a designated mtb loop would help clarify the trail system and the intended users however I don't think that just using strava heat maps and the choice of the "blue trail" is adequate. There are enough trails that multiple loops could be made to highlight the different terrain and characteristics of various sections of the trail. This would be similar to the trail marking system at the Kettle Moraine park in Greenbush. Multiple loops could be created. The inclusion of a skills area and possible pump track would be welcome additions but

the machine built trails and the big jumps are not. This area is not a downhill or extreme jump trail in character. It was always a cross country trail. Dont change the character of the trail. Opening it up to younger riders with the skills areas is a good way to get people and younger kids into the sport.

I would like to add additional length to the trail system already in place and design the trails to be used in all weather. It can get quite muddy in some areas which can cause rust. If these could be rerouted or packed with another material, it would much improve the trails.

How will all this be funded? I propose you tax the people that want to use it or charge a fee to the park. Do not use taxpayer funds for these projects

It would be amazing to be able to bike with a Burley for our kids. Have wide enough trails to do that and have it be kid friendly too.

Improved or additions to Mountain Bike trails

Probably all the different kinds of tracks above are important. I am just not that familiar with them but would likely support them. Anything to get and keep people being more active in as safe an environment as possible I would be for.

I would love to cointinue to ride my mountain bike through single track courses and see them improved. I enjoyed walking and running on the paved path in the park too.

Not much to report but to keep downed trees off the trails. I don't like the added sand in the back section singletrack near Mill Rd but that section is usually really wet so I get why it's there. Otherwise you guys do an incredible job keeping those trails in good shape and rideable.

Defined routes that cater to the environmental sustainability and promote shared use safety. This would include directional signage as well as informative signage for different users.

"Signage. Include bike/pedestrian etiquette.

Bridge improvements, with material that is not slippery when wet.

All trails should be shared trails but directions for bikes and pedestrian opposite direction.

I would like to see the upper middle area for all terrain wheelchairs/wheelchairs and this area made wide with pull over areas when needed. This would be a great area for folks with disadvantages who need a specialized bike. . Also for walkers and family members. Nature does a body, soul and mind good. Government funding for mental health and well-being. Funding from hospitals.

I hope none of the wooded areas that run parallel to the busy roadway is used for anything. I would encourage these two sections to be left wild to eliminate public usage away from the cars that go very very fast past the park. Also, when the deer get spooked, and they will, this is where they escape to.

After 20 years trees have suffered with foot/bike abuse to their roots.

“

Most important to me is to re-route / maintain existing single track for better sustainability and drainage working towards better transitions from one trail area to the next. The issue with the current trail system is the lack of one main trail system for users to know where to go. I ride Evergreen about 3 times a week so I can create a route that pairs together put new comers would be lost. Another opportunity is the trails require a lot of climbing with no give back on the descents do to poor routing, tight trees, and lack of flow. I would like to see a trail hub with some flow trail runs and jump lines while maintaining natural single track loops around the perimeter. Winman trails is the perfect model for what I would like to see to get the whole family riding.

Maintainence of hiking trails; create trails for bikes only.

Restore creek/outfall area on south end of park. Improve connection between Evergreen & Quarry. Increase/improve emenities at Quarry.

“I come to Sheboygan a few times a year and occasionally ride at the park. I regularly drive to Michigan and bentonville to ride.(10-15 times a year.) I would ride in Sheboygan weekly if the trails were worth it. - amazing trails + good food and drink has helped transform Sleepy towns into destinations, but more of the same calm XC trails are not what get the attention of people willing to come from out of town. ”

“It’s hard enough to walk through the park with traffic much less adding bike traffic. It’s a safety issue for bikers and drivers. Leave the beauty of the park alone. I don’t object to

having these items available but put them by the Quarry.”

“Would love to see Evergreen host XC races again. Would also love to see the natural singletrack stay. Machine built trails are cool and all, but Evergreen is home to so many unique, Midwest wooded area features.

Well-marked trails and one directional will be the BIGGEST thing you can do. Please!

But also keep in mind fatbiking in the winter. ”

“First, let me express that while I won’t use most of the bike enhancements illustrated in your survey I applaud creation of them if there is interest, as long as there is a plan to finance (User Fee) and upkeep.

We (husband & myself) love biking in the woods (Peninsula State Park -great example of shared walking/bike trails).

Most important to me are walking trails and wide biking trails. However, electric bikes are proving to be creating a need for a creation of additional biking etiquette as a fast moving silent bike overtaking an unsuspecting bicyclist on a narrow trail can cause accidents.

As with most biking activity, shouting out or sounding a bell/horn well ahead of overtaking a walker/runner/slower moving bike sharing is necessary but not practiced.

Signage might help.

Another observation. The park trees look neglected. Don’t see areas of new growth or structured reforestation. Trees look tired. By comparison Maywood has life to it.

Thank you for your efforts. ”

No improvements needed leave park in a natural setting and save tax payer dollars,these so called improvements would be a big waste of tax dollars

Leave park natural and use the money to fix roads try biking on Sheboygan roads as this equals several flat tires a season and some bent rims

Maintaining the natural surface bike trails. Maintaining while leaving the park as natural as possible to enjoy nature’s beauty while riding.

staying healthy with hiking and biking are great exercise for all ages, any improvements with trails for walking,biking, children bike activities are all positive improvements. Also, a park area

is safe and hopefully offers bathrooms.

I'm a daily walker/hiker at Evergreen and Maywood, with the benefit of gaining entrance to the parks on foot. I understand the need for enhanced bike trails, especially so they don't coincide so much with hiking trails; at times it's dangerous for those on foot when a biker comes out of nowhere. Rejuvenating that which is in disrepair and better signage is important to me for safety, aesthetics and enjoyment. However, the thought of using more of our already diminishing wooded space, thus threatening wildlife in their shrinking habitats and just plain disrupting a peaceful park is alarming. From what I can see on the plan, it appears the public park will change dramatically for a just a select part of the population. I'm curious if Maywood is involved in discussions regarding this plan. Perhaps biking should be prohibited there if Evergreen is to become a beefed-up biking venue, but ultimately, I'm against development of that magnitude in that space. I look forward to learning more.

This is very important because it give children, teens and adults something to do and is great exercise and great family time. It's great to be with nature and appreciate the beauty. Note it was difficult to move the square on how important it is to you, could not move for better importance . Thank you

Removal of invasive species along with habitat improvement for wildlife are VERY important to me. I would like to see a parallel situation (or overlap) with the plans for Maywood Environmental park, including the Quarry Park property as well. I am a lifetime biker (main mode of transportation most of my life, despite it NOT being mainstream/accepted in the past like it is now), including many LONG distance trips, but am now ailing in health as I age. At least hiking and animal watching still gets me outdoors. I am in favor of encouragement of biking, especially for youth, but am concerned with mountain bikers misusing areas (happens a lot now!) meant for just hiking/animal observation (quiet use of the outdoor trails). You will have my full support when there are guarantees built into the plans that keep bikers from disturbing the wildlife habitats while still sharing the park with the entire community.

Don't mind having one well designated biking path through the woods, but also would like to see better groomed trails for hiking. If you want a high speed/bike stunt area, don't put it in woody area, otherwise it will chase away the wildlife.

"Evergreen is an amazing asset to the community.

I would like to see better trail signage, especially if some trails are intended to be single or shared-use.

It would be great if at least one restroom remained open year-round.
A bike maintenance station would be helpful for the bikers"

As a coach/parent of the Sheboygan Composite NICA team Evergreen has become a very important asset in teaching the kids the skills they need to compete or simply have fun with the fellow teammates. While the current trails are suitable for practice it's not ideal for people who are not familiar with the trails. It's very easy to get lost so we are constantly directing the kids where to go. For me simple single track that is easy to navigate without getting lost and include some technical sections and ride arounds is perfectly fine but anything more would be amazing. The second most important topic for me would also be the ability to host mtb races at Evergreen again through, WORS, WEMS, NICA or any local effort.

Any proposed park improvement must keep the natural aspect of the park at the forefront. For example, please limit the amount of cement/hard surfaces that are added to the park! It is just not the right environment. That is why I gave the tot track/pump track a "Do Not Need" score. All of the other amenities would seem to have the possibility of having a low impact on the natural areas in Evergreen Park. Thanks for the opportunity!

Improvements to single track erosion areas, signage for summer and winter routes.

Having marked walking and biking trails for different miles and routes would be great. Children, teens and families need a space like this. Great to be with nature and explore. Many kids and adults are into biking, we need this. If you cannot bike, hiking is good exercise. Love the park in our backyard, don't have to drive far to enjoy. Please keep improving.

I am a mountain biker and trail runner. Trails are Definitely my concern. I'd love to see more maintenance by more than a handful of us that live nearby.

Better signage for mountain bike trail system as current system is very confusing. Better flow of trails and also trails that can embrace winter fat biking which has really exploded in the area. Maintaining the walking trails through Evergreen and Maywood is important to me. The improvements made to the walking trail make it much more user friendly especially in areas which previously would often be muddy. I have no problem sharing the hiking trail with bikers who are often very courteous.

Well marked trails with built features , kids skills and pump track could develop more riders... jump course could draw a whole new crowd of Sheboygan visitors

I rode the trails in Evergreen, The Quarry & Maywood for the first time in many years this fall. I did participate in the WORS races in Sheboygan in the 90's. The trails were easy to follow & were super fun. Now days the trails are all over the place, no signage to help guide you to a flow type of trail. There is great potential for singletrack in all three parks. Only hope for the best to bring back a WORS race to Sheboygan.

The absolute dumbest thing on here is the bicycle playground. First of all, evergreen park is basically on the outskirts of the city. People aren't going to load up the car with kids bikes to go and visit that playground, and, since it is in a higher class area of the city, who is this to serve? Not everyone will have equal access, plus kids literally have tons of other places to ride their bikes. Secondly, leave it how it is. There is not even enough traffic on these trails to create a conflict of space. You don't see the kettle moraine forest updating their trails to paved surfaces or widening paths for hikers and walkers, so why does Sheboygan think this is necessary? Fix our actual roads

As ab avid trail runner, I think just keeping some trails for hiking/foot traffic is important. Thanks! "The Very Most and Important improvement is the EXTREMELY needed clean up of fallen trees and a Forester to assist in the future of new tree growth. All the listed bike stuff would totally ruin the atmosphere of Evergreen (PineWoods) park. Need to find a completely diff location for that."

"I'm most excited about the way finding and trail system. I've biked the park with a group and often feel like the trail system is a pile of spaghetti and would never bike it without someone very familiar with the park. The trail improvement and removing the eroding trails is also great.

I also really like the playground and pump track components. It's great for kids!

" I feel the current trails are great if there could be a quality signed main route and a few of the smaller off chutes be closed. Hopefully some of the trails could be better maintained in the summer as the foliage increases as well as a good erosion plan for the trails near the water. A few side features or jumps would potentially bring some new excitement to the trail system for the new younger generation of riders.

"Making a clear trail route... safety for different skill levels.. and continuous maintenance plan.

It would also be nice to have groomed winter trails biking."

It seems everything is based on biking, not everyone bikes. When walking at Evergreen Park, I have run into many bikers that are just rude and feel they own the park.

I think the road could be fixed in some spots, but otherwise leave it alone. I hate overdeveloped areas and absolutely love being able to see nature be nature, and the animals peacefully living there. I think right now it has the perfect balance- you have your trails, playgrounds and picnic/ party spots, and your nature spots. I honestly think taking away that to add some dirt mounds or make another park just for bikes would be a big mistake and take away from the beauty that is Evergreen park.

Because I have a family, it is important for kids to have a place where they can grow with the sport of biking. Which not only includes defined mountain biking trails with varying skill level, but also a bike playground for the most basic rider who is starting out.

Finding a balance of bike amenities that responds to community input and desires will be important. Providing a master plan that identifies potential future improvements (and locations for them) that may be beyond the current appetite of users, but is within the carrying capacity of the park, will also be important. Key word here is BALANCE.

Signage and flow, currently too many trails that are unclearly marked.

Just make it safer, include the emergency call buttons you see on college campuses.

Walk daily on paved road. Sick of dodging vehicles and bikes when park open. Also nor road course. Very feel bikes is vehicle follow speed limit

Repair old wooden bridges. Improve wooden marsh crossing. Don't mix bike and hike trails. I think the bike playground and skills development area are great ideas. I also think some easier single track area for families and beginners would be nice. Better signage and designated usage for hiking and biking would be good. A bike path from Maywood parking lot to Evergreen park along the river would be a nice way to cut through and not have to ride on calumet. Challenging routes can be developed at Greenbush.

Most important to keep natural hiking trails. The park is full of wildlife which should not be disturbed.

Clear trail maps and directions. Seems very random now.

What is most important to me is that the project have as little impact on animal habitat and water quality. More trails = loss of habitat. Paving (I didn't see much in the plan-great) = seal coats deteriorate and end. up in the watershed.

Would love to see some modern jump/slope type things

"Annually my family extended, uses picnic area 5.

The surface pavement around the pavilion and restrooms is in desperate need of repair.

Also, when the new bridge was built, the grill area was removed and not restored. It would be awesome if that grill area was restored with permanent grills in a corral type area.

Annually, I participate in the Holiday Lights/Food Bank Run Walk as a runner. This last run in November of 2023 was a bit more challenging with the amount of potholes and seams that are opening up in the pavement. Would be nice to see that get resurfaced before the trails get resurfaced.

"

"I think all of these suggestions are great as Evergreen Park is an incredible place and is tragically under-appreciated. I'm a little skeptical that Maywood is going to let you make stuff in their nature reserve, but who knows?? All forms of bicycle recreation would be wonderful to get people, outside and active.

My only concern would be that whatever you construct does not (a) overlap with any of the walking and hiking trails - it is scary to be walking along the Pigeon River, for example, and have a mountain biker zoom up on you, and (b) that construction of these bike trails and features will not negatively impact any natural flora or fauna."

more hiking trails, allow dogs on leash, protect the wildlife in the park

I'd love to see the expansion and up keep of current offerings while maintaining the respect of the wildlife. I fear future projects may impede on the wildlife's already limited space. Which is part of what makes Evergreen so special.

I believe that updated hiking trails and bike trails are needed. I like the idea of the part for kids to bike. As far as the skills jumps etc. I am not sure it is a necessity however I do see how it would attract more people to the area and it is unique.

"Dedicated spaces for hikers and people on bikes that are separate to avoid conflict is huge. Also would prioritize things that enhance or compliment natural environment vs degrade it in Evergreen- like single track takes advantage of the natural topography, and by having a dedicated track cuts down on erosion and 'spiderwebbing'. Love the idea of a centralized bicycle recreation zone- and there could definitely also be opportunities for things like pump tracks in other areas of the city- either in existing parks or on reclaimed space on overly wide streets.

Keep up the great work!"

Even though I do ride a bicycle I'm not that interested in the mountain biking or the jumping etc etc. That doesn't mean I wouldn't support those kind of improvements if it's really desire of the community. I do feel though that too much building and reshaping of the park to accommodate specialty biking let's put it that way will take away some of the quiet enjoyable nature of the park that exists now. Shared hiking and biking trails don't appeal to me. I've had to take defensive action as a pedestrian to get out of the way of bicycles on these types of trails. Not good.

"Please don't try to take over the park for the elite few that do this kind of biking in Sheboygan. On any given week, other than the Tuesday night fat bike rides in winter, there are 0-10 bikes out there for the week. Let's be honest here... entry level bikes needed for this are \$2500+ and that is for a base aluminum FS bike and maybe \$1800 for a base hardtail which won't be a very pleasant ride. lol not exactly COMMUNITY orientated.

There are more hikers, dog walkers, birdwatchers and elderly ppl walking the trails exponentially than there are bikers. I've ridden the trails multiple times and I still don't know which freakin way to go. The only thing I could recommend it to mark the trails better and clean up all the crisscrossing trails to make one easy to follow trail. Just don't take the trails away from the people who ACTUALLY use them on a REGULAR basis.

Thank you

PS I'd be better served as a disc golf course ;)"

Dedicated bike and dedicated walk trails will be essential to enjoyment for all. In addition, designated use should be more ecologically sound. Signage to prevent unauthorized use of non-park property is essential to be a "good neighbor" to all.

"Mountain biking is a must to include in any new park expansion. The addition of skills parks and dirt jumps only adds to the variety of individuals who will make use of the park for its trails. Not all trails must be bike specific, but jump trails definitely should be for safety and any sort of faster descending trail it is nice as well.
Thank you! "

I have recently been to Bentonville Arkansas Mountain bike trails. I think the trails there could be a good model to use at Evergreen.

Improvement of the existing trails and easier to maintain. Would love to get involved and maintain trails with an organization

Lots of these would be very cool multi-use with One Wheels so definitely hope that is an option. Been using Evergreen for 30 years and love the area!

"I live 3 blocks from the park, am 72 and do not off-road bike. I only hike through the park and into Maywood Park and Quarry Park. I could walk the road only, but traffic can be heavy in summer so it's nice to have the trails through the park. Because of the traffic, I also do not feel safe biking the road around the park. I understand how bikers would like extensive trails through Evergreen, but I feel it would be very anti-environmental and cause much quicker erosion issues. My feeling is there needs to be much more planting of trees in the park to save it. So many went down in the storms the past few years and are not being replaced. I would hope an environmental impact report would be done on how more trails, bikers, and bike playgrounds would affect Evergreen, a rather small park.
With all the walkers and picnickers using Evergreen, I really think a different location should be found for bikers, such as the Kettle Moraine trails."

"Clear and easy to navigate trail system for sure.

Varied skill level riding options, like skill parks, or the trails themselves. I have kids 10 yrs old and under so finding ways to include them in mtb is really important to me. They love the beginner loop over at Heritage Trails in Slinger. Grown ups also have a blast there as well because we can rip the blue or black trails while they take a snack break.

Additional thought on skill parks- Baird Creek, as another local example, went all jumping focused. Not everyone is comfortable with or enjoys jumping so please mix it up. Rock gardens, log/bridges, etc. things to teach all of the skills.

Flow trails are a blast but I'm glad to see some single track will remain! Both are fun and variety is great.

Thanks for all of the efforts that have gone into this!!"

An additional entry/exit for emergencies. Fixing the main road through the park, that has been in poor shape for years.

Somewhere to ride mountain bikes with high intensity jumps, wall rides, and obstacles.
"Evergreen Park is where I first learned how to ride MTB 15 years ago, but rarely go anymore because the trails have deteriorated. I mostly ride Greenbush now.

For years, the lack of signage and the DIY trail building has made the place uninviting to newcomers, though for old riders, the choose-your-own-adventure rebel spirit made the trails fun. And sharing the trail with hikers, in my experience, hasn't been a big problem. However, if new trails encourage more riders, it will likely become a problem.

I love the playground/pump track/skills ideas--anything to help kids and adults fall in love with MTB and personally grow as riders.

Thank you to everyone involved in this process. I know it's been years of work and lots of effort. I appreciate the vision and the dedication you all have to making this already awesome park a powerful community resource. "

We snowshoe, hike, bike, jog, run, walk the dog at Evergreen. We need to optimize the small footprint of the park to gain as many miles of XC trails as possible. We also need jumps, berms and flow. Flat dirt sidewalks are fun to a point but there is no progression for the riders.

Add clear signage! If no other improvements are made, mark the trails, difficulty, distance, and intended direction of travel. That would make the park more welcoming and less frustrating for visitors and regulars alike.

A system of marked trails that are open to running throughout the year and better utilize the terrain would improve the park. I enjoy the trails, but with so many interconnected trails and no signage, it is not possible to plan out an interesting route and know where any fork will end up. The trail along the river through the quarry is interesting but tends to be very marshy and close to the river, so it often floods.

Please leave as much wild green spaces alone as possible for the animals and plants that call

it home. Maybe develop the old hospital site or other underutilized perks in town for bicycles. Evergreen is a rare wonder you can't get back easily with so much development surrounding it. It is sacred to those who call it home.

More hiking only trails

Dedicated mountain bike trails, kid-friendly activities, and skill building are the most important to me. Creating a space for kids and beginners to start and hone their skills would ensure a growing biking community and continued interest in mountain biking and further developments. Additionally, an area for more experienced bikers would maintain interest in current bikers and even bring in bikers from outside the area.

Too many bike trails have been created without consideration for the integrity of the ecosystems present in the park. Land erosion and the spread of invasive plant species along the many trails is a significant issue. I would argue for a limit on the number and extent of trails, and for use sensitive to the park lands. Opt for wisdom over wide open usage.

"Please keep in mind that there are many hikers that use the park and there should be some designated trails for them. There should be clear signs if bikes are allowed on specific trails. Thanks "

Dedicated bike trails separate from hiking

I often walk the trails and road at Evergreen Park. I often walk my dog on trails and the road. I would be totally disappointed if I could not use the trails at Evergreen and the Quarry to hike and walk. I don't want to compete with bicycles though while walking the trails so please keep hiking trails apart from biking trails.

Please consider the wildlife and old growth forest of this gem of a park. Hiking and biking trails that are separate and marked would be an improvement.

I would love to see more mountain biking trails, technical, skills jumps and things like that.

Trail system and features and maintenance of them

Safety of separating MTB versus hikers - I have come up on people hiking/walking dogs many times and it can be dangerous. Combating erosion on trails and fixing low-lying spots that are

continuously wet and muddy (by re-routing, building bridges, etc.). Repairing existing bridges that are falling apart. Fixing areas that do not seem to be designed properly (sandy off-camber turns in an otherwise flowy portion).

I appreciate this group taking interest in the park and wanting to do good for the community. I recognize that biking events bring new people to the area and spend their fun money here while visiting. I take issue with one group tailoring a public area for their use. I also recognize that this is a green spot where animals take refuge. When Jacyees shuts the park for the light show, it's for the good of the community by raising funds and food for the disadvantaged. When bikers or biking events happen, it may feed their souls and drop some change, but that's about it. Seems a bit self absorbed. I'm a walker. There's been more than one time that I've almost been run over by a biker crossing a paved area to continue on their trail. Evergreen Park needs to be cleaned up of dead trees. The trails inside the woods needs a refresh, but a few of these ideas go a bit too far. Evergreen is a treasure. It needs to stay a treasure for ALL residents. Bikers are a small group of those residents.

I love the idea of the bike playground as a place for children without anyplace to bike to come to learn and enjoy bike riding!

"Bike infrastructure for kids (pump park, playground and skills trails) Professionally designed and implemented signed, one-way single track with incremental difficulty levels for a range of users. "

I have done the WORS mountain bike races at Evergreen Park/Sheboygan Quarry since 1999. I live in Sheboygan and often ride the mountain bike trails in the parks. I would like to see designated trails that are marked. They also should have A and B options to bypass gnarly sections.

"I am concerned that increased use of the park will disturb the wild animals and birds and damage the natural areas of the park. I like watching birds, hearing birds sing and watching the deer walk in the park.

Currently there is no enforcement of the rule about keeping dogs on a leash and no dogs allowed in Maywood Park. Will there be any enforcement of the rules and penalties for violating a rule by bicycle riders?

I am concerned that I may get hurt by a bicycle running into me. I am hard of hearing and do not hear a bicycle approaching. "

"I don't have a problem with single track cycling in the park, it is a good opportunity for fun

exercise. However, the natural beauty of the park needs to be preserved and enhanced. The Bike Playground, PumpTrack, the Skill Zones, and Bike Optimized Zones all appear to detract and harm the natural beauty of the park. Many of these are better suited for the open grasslands found in Quarryview Park. The Evergreen/Maywood ecosystem should be preserved in a natural state as much as possible. It is especially important to keep bikes out of Maywood as the bikes erode trails, spread invasive plants, and some bikers tend to create their own, new trails.

Finally, on the southwest end of the bike trail system the trails presently cross private property owned by the Mayer family. This needs to be purchased. "

"Signage is a must. Topographical signage showing what trails are there and let the person decide their route.

Trail maintenance on a bi weekly basis to control over growth and stick clean up. Could be monthly once maintained.

Dead fall on the side of trail needs to be logged or cleared out. After the initial big storm clean up, the city has never followed through with anything they said they would.

Skills park designed for ALL levels of riders,(not just beginners) to be able to session features and obstacles to gain confidence and bike handling skills to better their experience on a trail. " The parks vegetation is the most important thing to me and it looks very neglected. I am not sure why it has lost its Vitality and variety of plant life.

"The connecting park and trails are fine as they are. I've have to many close calls with bicyclist walking around the Quarry and in Evergreen Park"

I love to walk on the paved surfaces in good weather. I enjoy the beauty of the park. We have rented space for events. The grandchildren have used the playground. I have visited the Share the Spirit in the past but stopped because it has gone too far in my opinion. I don't like how they are taking over the park and doing damage to the environment and I am concerned that it is harmful to the animals who live there.

Bicycle playground, year-round pump track and skills development areas and, some fast and flowing jump lines that will keep riders excited and engaged and inspire the new riders to want to reach that level of skill . Any improvements that are highly visible from Calumet Drive and are rideable year round are important for the economy and the spirit of Sheboygan residents.

I do not feel that the park needs to be "improved." It is a perfectly wonderful natural space. Please do not put in installations that will degrade the natural beauty and peacefulness of the place.

Leave it as a hiker, runner park without bike trails except maybe as playground areas. I hike at Evergreen every one to two weeks and appreciate the quiet and beautiful trees (like the great cedars) and sights like an oriole (and its nest) and a magnificent barred owl, which I've seen there several times. The city should do nothing to disturb or degrade the natural beauty of this special park, which bicycle trails would do. How many trees would be destroyed in pursuit of biking? How many birds and other animals would have their peace disturbed? My hope is that officials will be wise enough to concentrate on keeping the park natural and safe for its natural inhabitants.

Improve do not destroy!

Improving the trails as is (rerouting as needed) with signage is most important. Adding other things to the park would take away from the wildlife and the peaceful, calm feel in the park. The park really isn't that big and adding extra activity areas will take away from the 'out in nature' feel to it and where are people gonna park? It is unusual to find a park like this in the city limits. I also have concerns of who is going to maintain all of this? As it is now I think there is more that can be done to improve our parks/facilities that isn't happening and adding more items to take care of isn't in the best interest of the city.

Maintaining the atmosphere of the park vs adding attractions that will interrupt that.

Having trails slightly challenging, not easy that your just pedaling around, but not hard that you need to be an expert

Optimizing trails for distance and flow.

I am an athlete of extreme mountain cycling downhill I am from Nicaragua and I am very interested in the project of carrying out an open park with all the facilities to learn and improve in cycling, In the same way, make many friendships in this beautiful country and thus also share a little of my skills on the bicycle with other people

I love the Evergreen trails. I love that it's in my backyard. My biggest concern is that it is really hard for people to come and ride the trails as they are almost impossible to follow if you don't know them well. They could definitely use some improvement especially after the big storms a

year ago. I would love to see all of the above, but my highest priority would be improvement of the trails that are already in place with the option to add onto later on and to keep everyone happy as it is a public space. Also less dogs or more dog rules.

I should preface by saying I am an older rider (age 75) who has walked, biked and (once upon a time) skied at Evergreen Park for years. From my perspective, it seems most important to renew the existing trails, which after years of repeated use have become increasingly more difficult due to erosion and exposure of tree roots, or to create new ones so that the old ones can be let rest and recover. I can see where such things as a tot track and bike playground might be nice in terms of encouraging a new generation of riders. I have no idea how much they would be utilized. It seems to me that improvements like jump trails and free-ride trails would be quite costly and use might not justify the expense.

My kids and family love to mountain bike and would utilize the development of more tracks and obstacles in the park.

One of the most important parts will be signage for the bike trails. There are many times where I'm not sure if I'm located on a specified trail or just willy-nilly riding through green space. Thank so much for doing this!!

"I really think we need to retain the wild and natural space that it is.

I don't think paving is a good use of our wild spaces and money.

I think If the call is to encourage love for biking I think we need to be thinking all season and money would be better spent on an indoor park.

"

Better flowing single track bike trails.

Rideable mountain bike trails and organization around sustaining them.

Enhanced walking paths, more direction see signs of where you are going.

The irony is that Evergreen Park is not accessible by bicycle or any non-motorized transit. Sheboygan lacks cohesive, coordinated, interconnected trails, designated bike lanes (actual 5 foot bike lanes where no parking permitted), sidewalks (again, in compliance, without gaps,

pedestrian activated signals where necessary), etc. to facilitate usage of the park for everyone. It's also not accessible by public transit.

I don't feel that the bike trails in Evergreen Park are a good idea, at all. It should be kept environmentally safe and the natural beauty preserved. The bikes already are a hazard as they come racing through the trails and across the paved road, not paying attention to pedestrians.

id like to see walking trails for pets.

"I've been riding these trails for as long as I've lived in the Sheboygan community (~20 years). Recently they've been in great need of repair/maintenance. The SCC group has done a great job of getting the trails rideable again. It would be amazing if we could get the trails back to being a destination point. My family and I often plan vacations/day trips based on area trails and I believe this improvement could be a tremendous boon to the area.

In my opinion, skill parks and pump tracks are a nice feature but sometimes come with a high cost while the primary allure is the main trail. Consider Baird Creek in Green Bay where a lot of funds were used to develop these features with not as much resources devoted to the main trail vs Standing Rocks in Stevens Point that lacks these features but has an amazing trail system. We will always prefer Standing Rocks over Baird Creek when choosing a destination.

Thanks for your efforts!"

Please do not destroy the natural habitat with more mountain biking. Many bicyclists already ride their bikes in Evergreen and Maywood parks in a disrespectful and dangerous to hikers manner. Disc golf has also ruined some of the parks for anyone not participating in the sport, I have come close to getting hit while walking nearby several times (not on the course). I think it would be nice to leave some places to the nature and nature lovers. Just my personal opinion.

We need the youth to have places to be outside , a place to meet friends and burn some energy . Also adults like to hike and ride bikes together.

I think the trails need to be improved/redone due to the deterioration. I don't think the park is big enough to handle the increase in potential traffic due to the changes proposed. How will the maintenance costs be paid for when some improvements to the park aren't done due to funding as it is? For example the park road, removal of the many downed trees as well as the condition of the trails currently.

I ride through Evergreen mountain bike trails usually to get into Maywood because the trails at evergreen are so terrible. The number of roots and rocks wreck the trail experience. Some fun single track and a pump track and toddler track would be great since there isn't much else in the area.

Park needs to be cleaned up from storm damage. Bike trails need to be marked and kept in same order and not to deviate from them. Hiking trails need to be included within the park. Biking needs to designated one way only. Courtesy needs to be to the walkers by bicycles as they do travel at faster speeds and are upon walkers quickly.

Bikers are going fast through the woods and have almost hit walkers. There are too many animals here to have bikes speeding through here

Signage and clear paths so that trails are easier to navigate. It can be fun to just explore and try different routes, but not when you end up on a trail that is either too technical or dead-ends where you don't want to go!

I would love to have something like this in my own backyard. My kids and I are forced to travel in order to experience the biking we love to do. It's about time our city has some of our own for its residence to use. This will bring in people which will help the city. We look forward to seeing what is done with this amazing opportunity.

Signage!

Ez trails for the adult who wants to ride off road, not do jumps, berms or anything fancy...just the joy of riding a mountain bike off road! If you want adults interested, you can't just do ramps, berms, sharp turns, etc...they need to begin with the simplicity of mountain biking & becoming skill comfortable!

Please make a big push for better development of bike park paths. This incentivizes kids to look for new areas to explore and new adventures to be made daily. By investing in the environment around us, kids can continue to look for more activities to partake in locally within Sheboygan instead of having to travel to any of the major surrounding cities. It took an unfortunately long time for the cities skatepark to be updated, and seemed to be a battle to even get one reopened. Sheboygan needs to diversify its activities instead of heavily investing in sports and only sports. By helping to diversify the amount of available activities, kids can really learn and

decide what they like to enjoy, and hopefully continue with partaking into their adulthood. Physical exercise is great for all, and by continuing to invest, diversify, and explore new areas it can continue to better the lives of the surrounding communities.

I think having some of these extras for biking is a great idea as long as it doesn't take away from the walking trails or affect the wildlife and natural environment of the park. I love how rustic and untouched the trails are.

Improvement and continuing maintenance of single-track mountain bike trails are of highest importance to me.

Keep natural habitat for wildlife. We love walking & biking through the park to see all the wildlife.

I miss the snow and XC skiing @Evergreen! Snow shoeing also works!!

The beauty of this park is the Nature. Constructing some of these things will take away from that beauty. The trails are often full of wildlife. I always refer to this park as a gift of nature in the midst of a city.

Having mountain bike trails that are worth bringing friends from out of town makes it so I'm bringing people to Sheboygan rather than we are going to other counties that have great single track trails. I visited over a dozen trails with friends from out of town, but we never came to Sheboygan.

I would appreciate better marked trail system whether it's for hiking, biking or both.

Well built single track would be great. I understand that the more features the more maintenance, but it would be awesome to have some more exciting riding in the area!

Just getting a marked trail with some banked corners would be fine for me.

Most people cannot ride evergreen park in its current standing. It is difficult to navigate and the trails are not maintained or labeled well. Other communities have invested in cycling for community members and it has paid dividends. This assessment and suggestions support outdoor activities for all ages while providing a unique space that will not only serve the citizens of Sheboygan but will surely become a cycling destination adding to the tourism that benefits everyone in the city, county and beyond. There's no space like this within 50 miles in any direction

and this is a family and community friendly plan. I fully support the plan and look forward to helping out with the execution and development of this plan. There are many places to hike in our community but very few places to mountain bike and no places to jump, flow ride, work on skills, kid friendly areas etc.

No improvements needed

Hiking trails

Better tree care for safety and better marked and responsibly built purpose built trails.

The park needs updating but doing the bike trails is not one of them. Improve the walking area and play areas in and around the park.

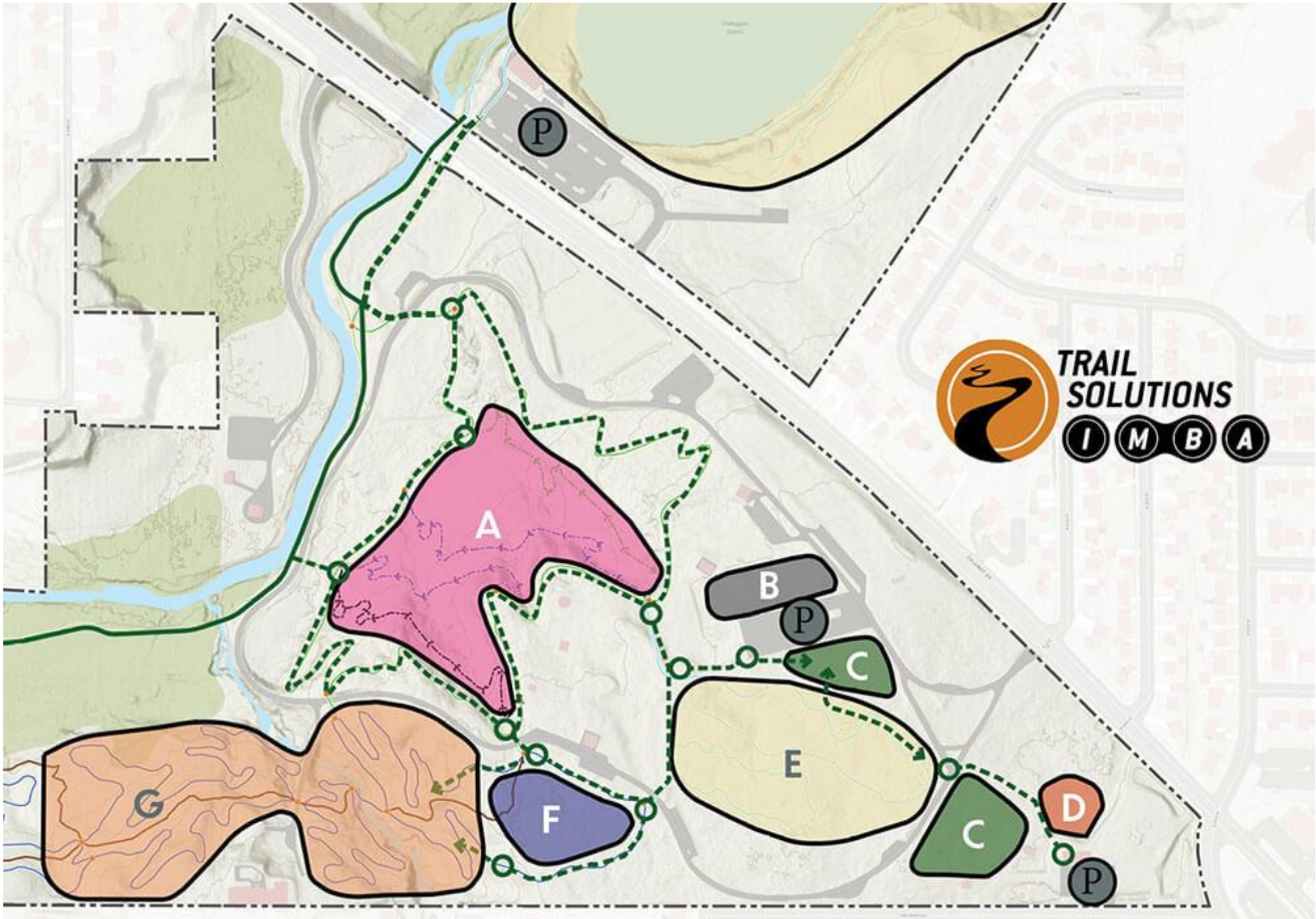
1 way marked trails are important.

Years ago the park had a great cross country ski trail system that also is the biking trail in season. A wider easier marked trail system with a variety of loops and trail markers. Also consider the old mtb. race coarse in addition to the old ski trails. Some where along the way someone was just cutting to many trails in and the trail system lost any flow it had. Let us not eliminate the great cross country skiing park that Evergreen use to be.

I would love to see the hiking area with the little bridges on the southwest side of the park restored. Bring back Witches Hollow. Remove some of the dead trees that fell during the windstorm to improve the beauty of the park. Thank you. I hope I'm not too late in responding to this survey.

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Evergreen Park Concept Plan



- Shared Use Perimeter Trail
 - Ⓐ Mountain Bike Flow Trails
 - Ⓑ Asphalt Cycle Pump Track
 - Ⓒ Mountain Bike Skill Zones
 - Ⓓ Youth Bicycle Playground
 - Ⓔ NICA* Warmup & Skills Zone
 - Ⓕ Jump & Advanced Features
 - Ⓖ Shared Use & Hiking Trails
- *National Interscholastic Cycling Association Student Athletes

Presented By:
Nathaniel Darling
Judd Baumann

SheboyganCountyCycling.org



EVERGREEN PARK

SCC Vision: A Wholistic Approach



For Sheboygan County to be a place where cycling is ubiquitous.

- Communities are connected through safe cycling routes and Greenways encouraging people to cycle for trips 5 miles or less. Ride-to-Ride instead of Drive-to-Ride
- Increase access to recreational opportunities so all age groups can engage in fun, healthy activities in nature
- Bolster Sheboygan's Outdoor Recreation Economy
- Renewed awareness of Human-Environment Interconnectedness

Recreational bicycling as a “gateway” to utility bicycling: The case of Charlotte, NC

Robert H. W. Boyer • Published 2 January 2018 • Geography • International Journal of Sustainable Transportation

ABSTRACT Riding a bicycle for utility purposes in US cities is rare, especially in historically automobile-dominated cities. Using data from a transportation survey administered to 406 residents of Charlotte, NC, this paper reports on the results of a logistic regression model that predicts the influence of an individual's recreational cycling frequency on the odds of that individual riding a bicycle for utility purposes on a weekly basis. The odds of an individual riding for utility purposes at least once a week increases dramatically as an individual rides more for recreation. Recreational cycling appears to offer a space in which individuals can acquire a threshold level of skills and materials necessary to ride their bike for utility purposes. Results suggest that plans to increase utility cycling in an automobile-dominated city like Charlotte ought to emphasize and fund opportunities for residents to ride recreationally, and consider how experience riding a bike in the temporally- and spatially- flexible context of recreation can encourage more individuals to ride to and from errands, school, or their place of work. [Collapse](#)

Study Shows \$7.8 Million Economic Impact of Mountain Bike Trails



A study conducted by the University of Wisconsin River Falls Research Center (UW-RFRC) and Chequamegon Area Mountain Bike Association (CAMBA) has shown that mountain bike trails brought \$7.8 million a year to Bayfield and Sawyer Counties in Northwest Wisconsin.

Building the next generation of environmental advocates

With Trek's support, NICA is expanding its influence — and having a generational impact on the environment

The National Interscholastic Cycling Association (NICA) is the governing body for middle and high school mountain biking — and they're on a mission to transform lives, revolutionize youth sports, and build the next generation of cyclists.

They're making a real and compounding difference that benefits communities and the planet. Since 2009, when NICA began with a single league in California, the organization has expanded clear across the United States and beyond. There are now 32 leagues with 962 teams in the US

serving over 38,000 student-athletes and coaches. With pilot programs in Australia and soon Canada, NICA is ready to make an impact around the world.

The success of NICA is rooted in the program's values. From the beginning, they've focused on fun, inclusivity, equity, respect, and community, with an emphasis on both camaraderie and inclusive competition. Through this approach, NICA fosters an environment where kids learn to love bikes and wellness — and this translates to a lifelong love of the sport.

**People don't need
trails,
the Land does.**

TONY BOONE



Evergreen Stewardship

SCC has partnered with the City of Sheboygan to maintain the trails over the last three years, logging over 323 hours for 2024.

Our focus is to create a more pleasant outdoor experience by:

- Reducing User Conflict
- Repairing and Building Trails and Infrastructure and Decommissioning Worn, Damaged, or Rogue/Social Trails
- Protecting Nature through designated trail routes, erosion mitigation, invasive species control, planting native trees, grasses, and forbs, educating users and volunteers on land stewardship



Item 35.

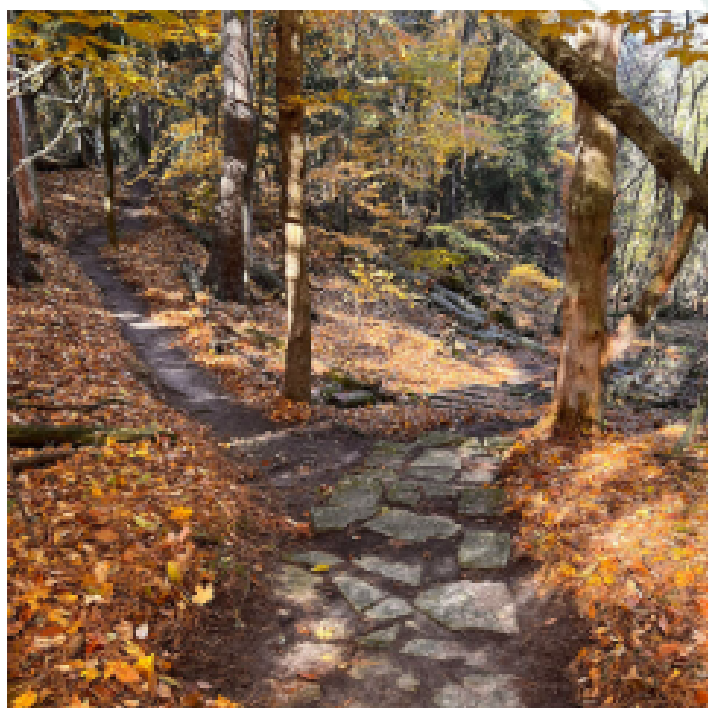




Item 35.

TRAIL CONDITION REPORTING

Evergreen & Quarry Parks
-Sheboygan-



Evergreen Park

● OPEN

Powered by Trailbot

Get the Android or iOS app for notifications

- **Safety** - Inform users of unsafe conditions and closures
- **Maintenance** - Trail users can report issues
- **Preservation** - Closing trails online limits trail use visitors.

Greenbush Trails
-Glenbeulah-



Greenbush

● OPEN

Powered by Trailbot

Get the Android or iOS app for notifications

EVERGREEN PARK CONCEPT PLAN

SHEBOYGAN, WISCONSIN

MAY 2021

Prepared For:



Prepared By:



2021 Concept Plan Takeaways

#1 Manage and Improve Existing Trails in Evergreen Park

#2 Develop Trails and Bike Facilities That Deliver High-Quality Trail Experiences To The Community *

#3 Provide Healthy Activities for Residents With a Focus On Attracting Youth

#4 Provide A Training Facility for NICA Teams *

#5 Re-Engage Volunteer Groups to Assist with Advocacy And Maintenance

EVERGREEN PARK TRAIL ASSESSMENT

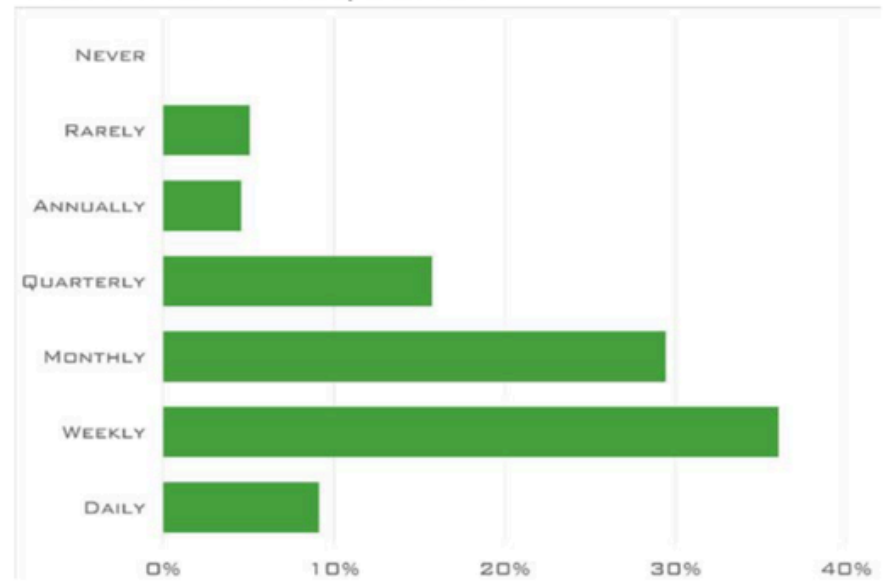
SHEBOYGAN, WI
SPRING 2024



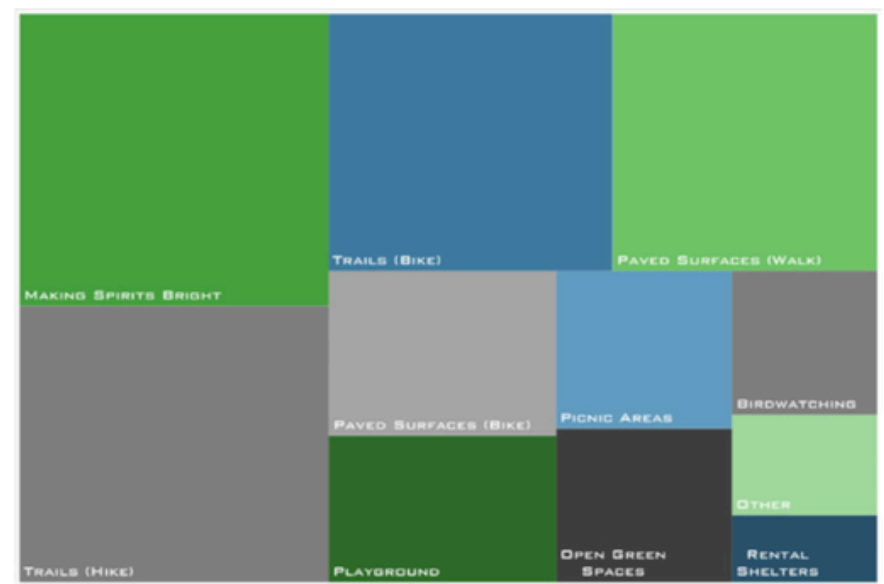
COMMUNITY SURVEY RESULTS

197 ONLINE SURVEY RESPONSES

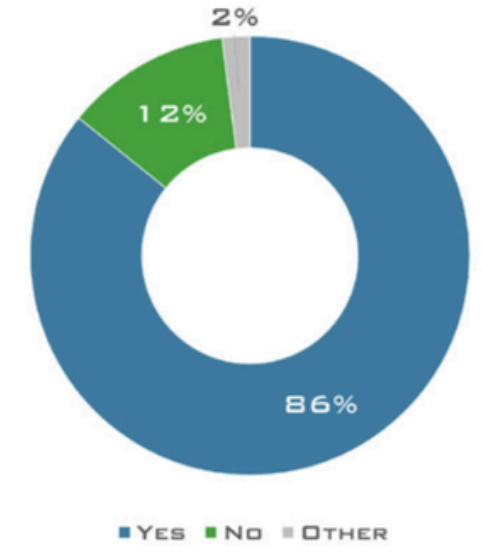
VISITATION FREQUENCY



HOW DO YOU USE THE PARK?



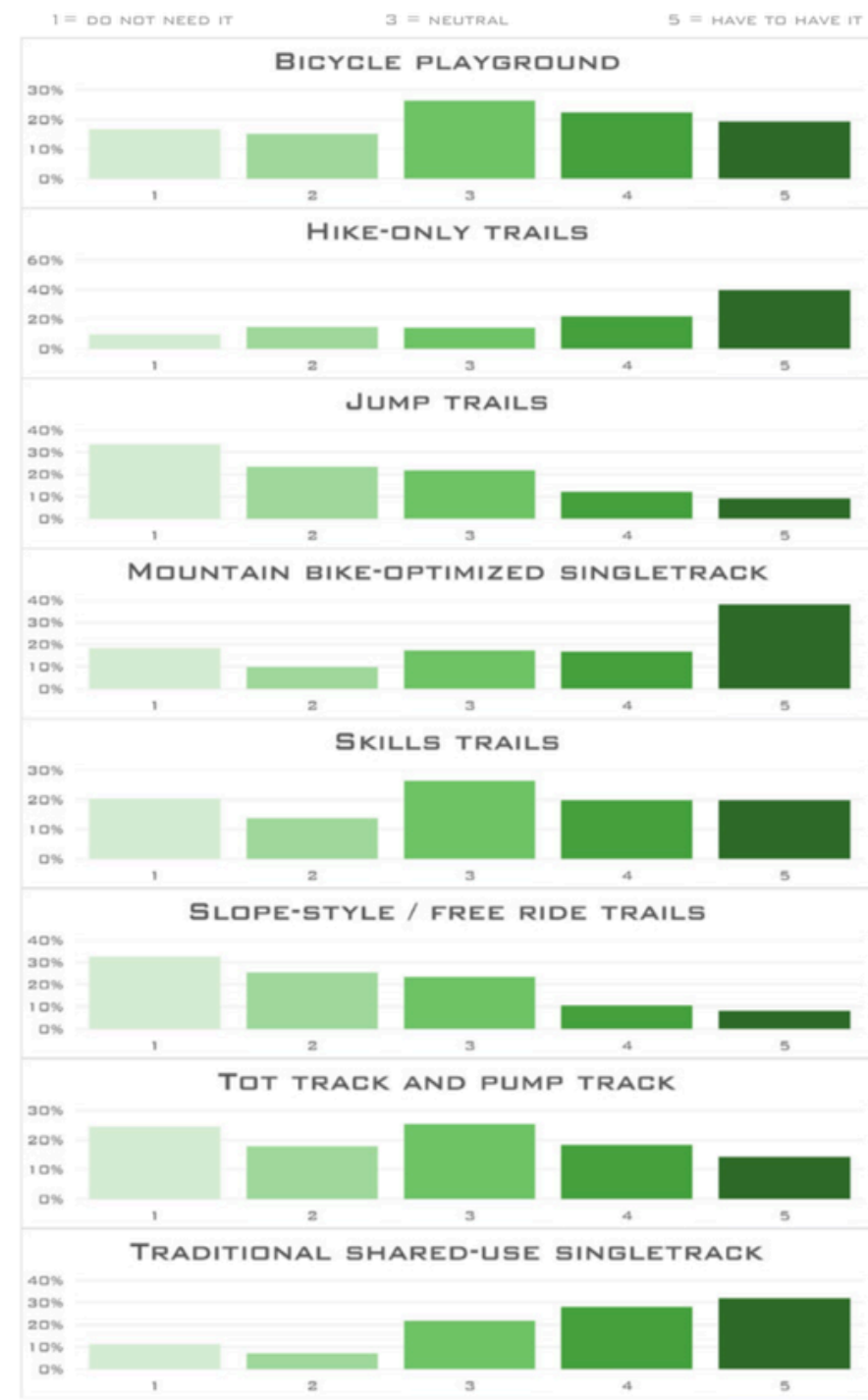
DO YOU RIDE BIKES?



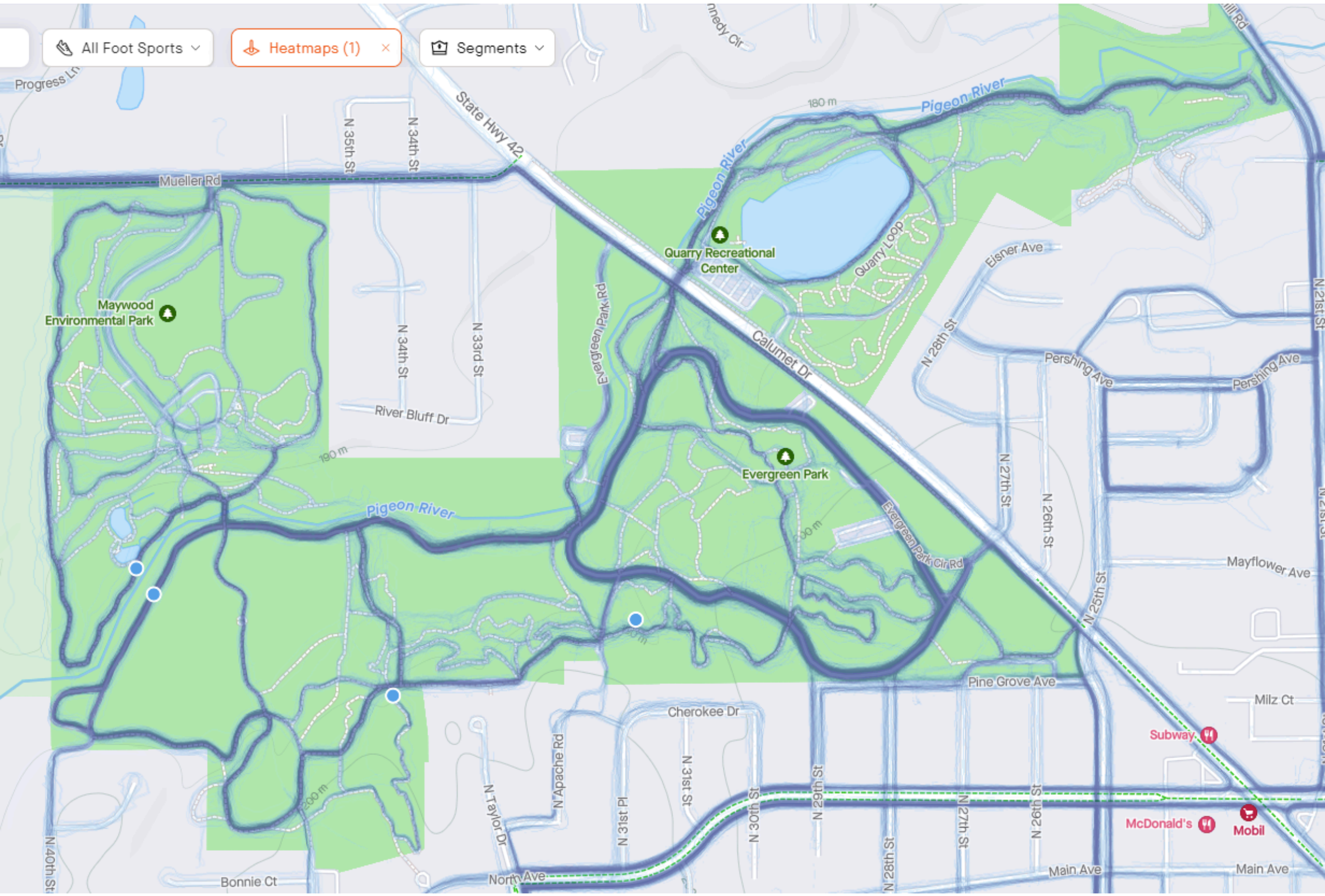
WHERE DO YOU RIDE?



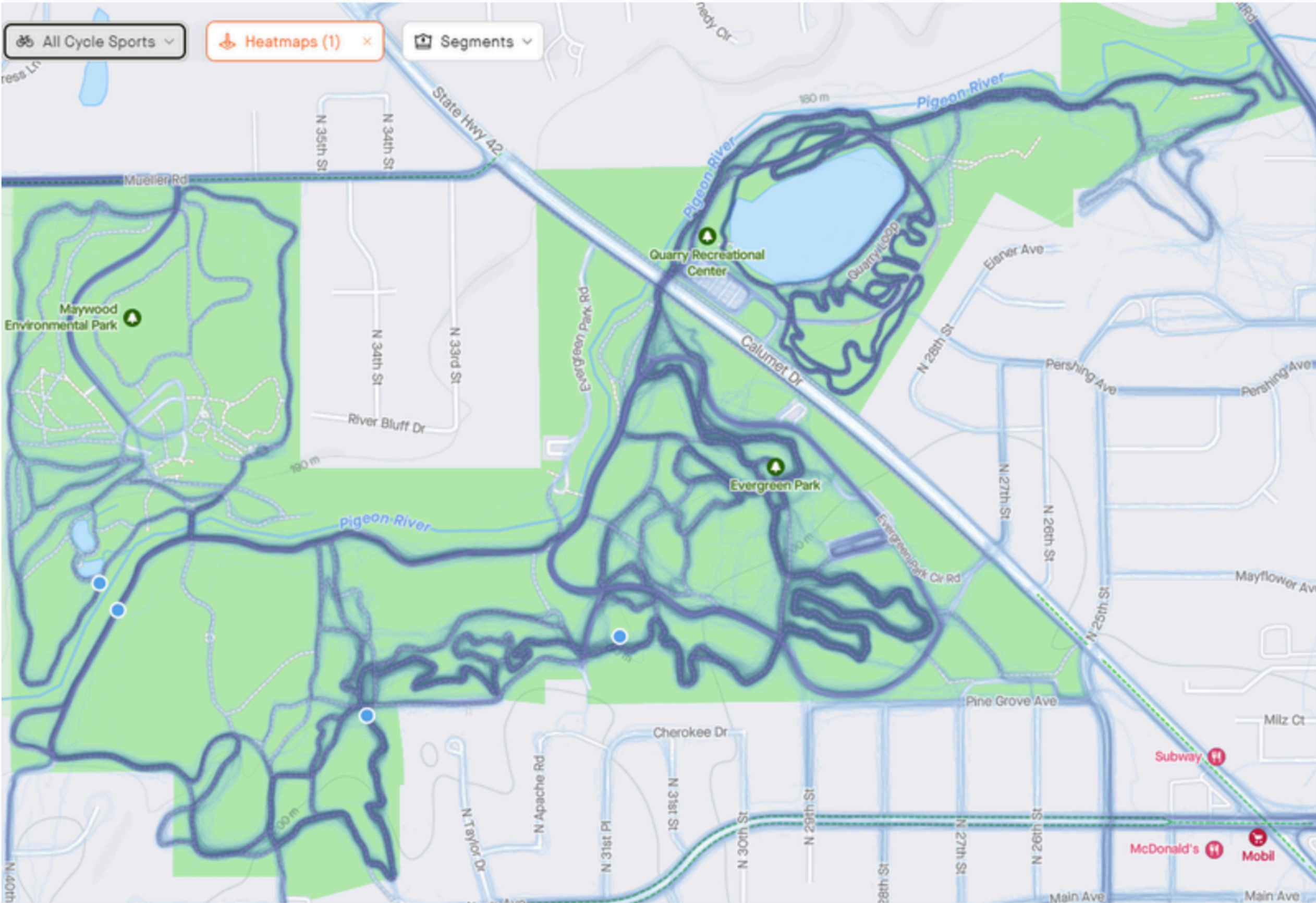
RANK TRAIL AND AMENITY TYPES

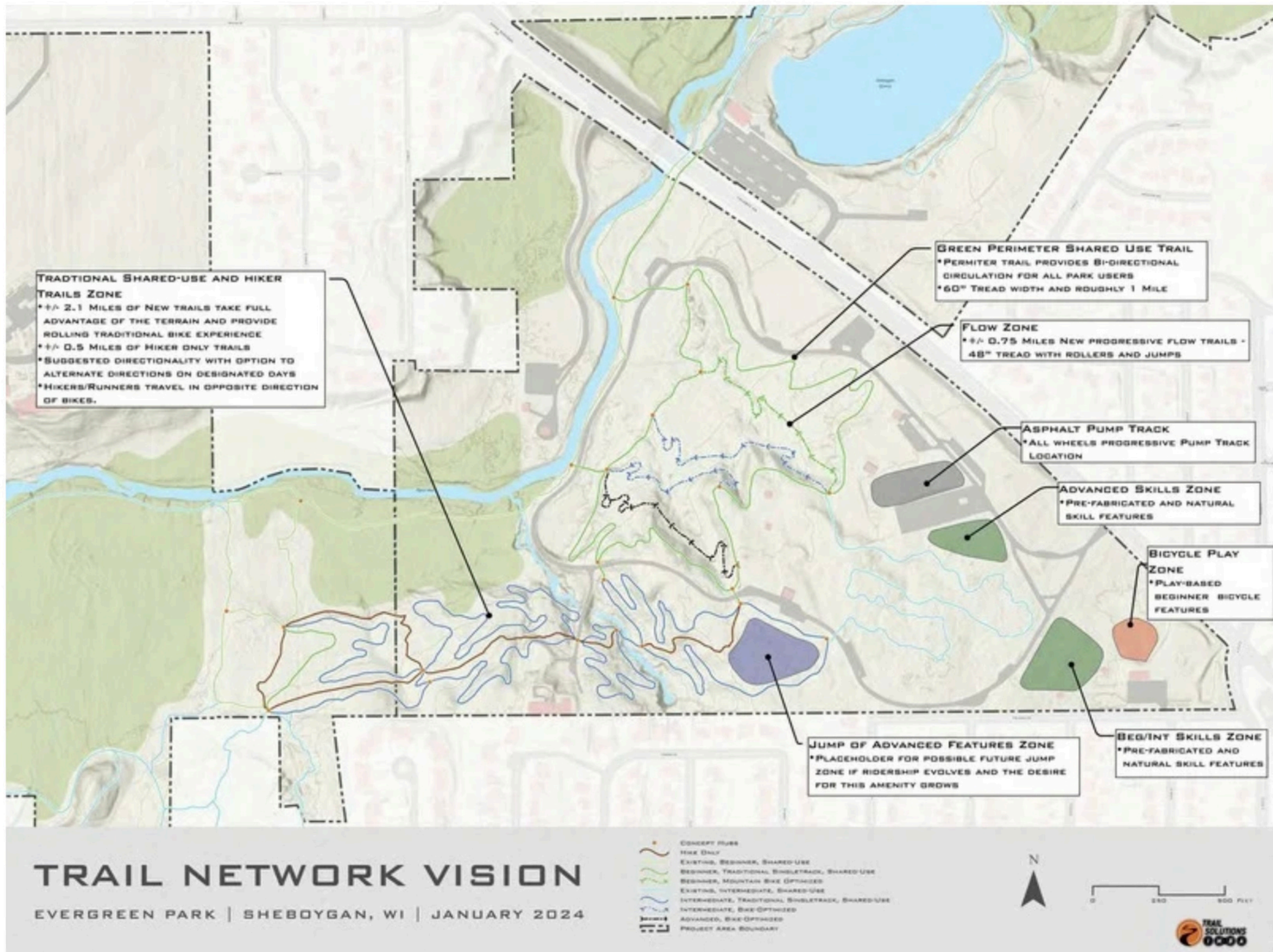


STRAVA REC. FOOT TRAFFIC

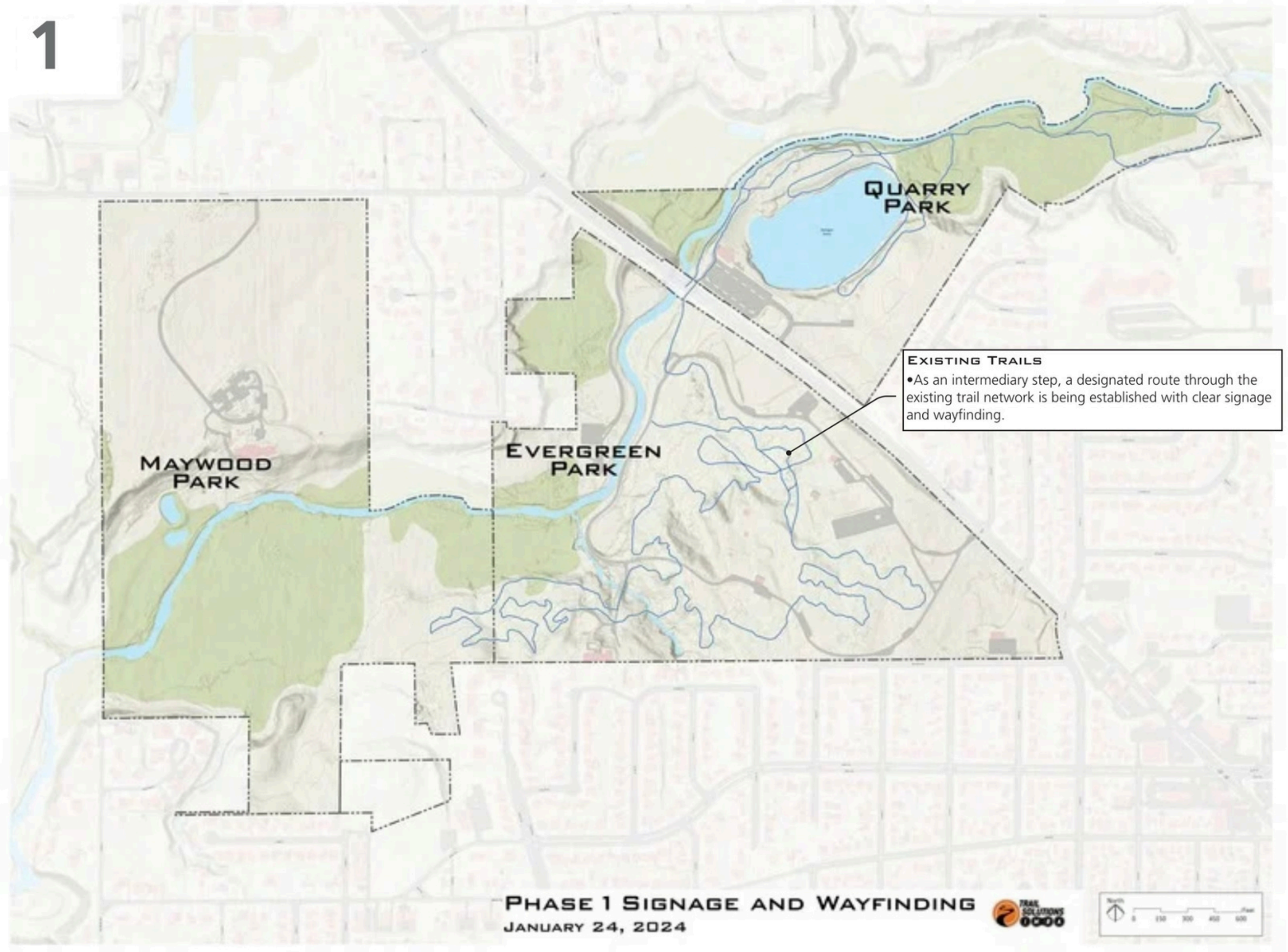


STRAVA REC. CYCLE TRAFFIC

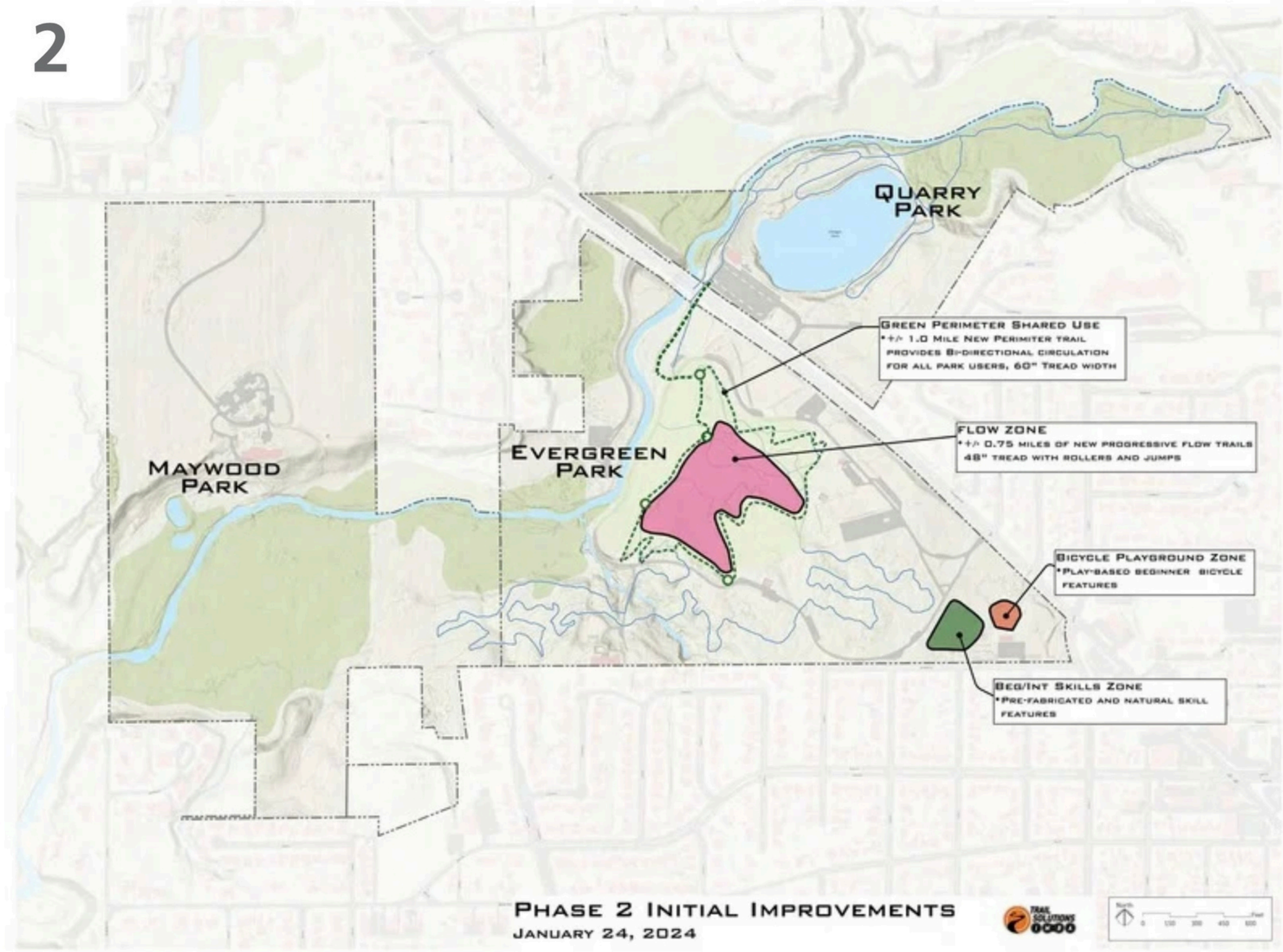


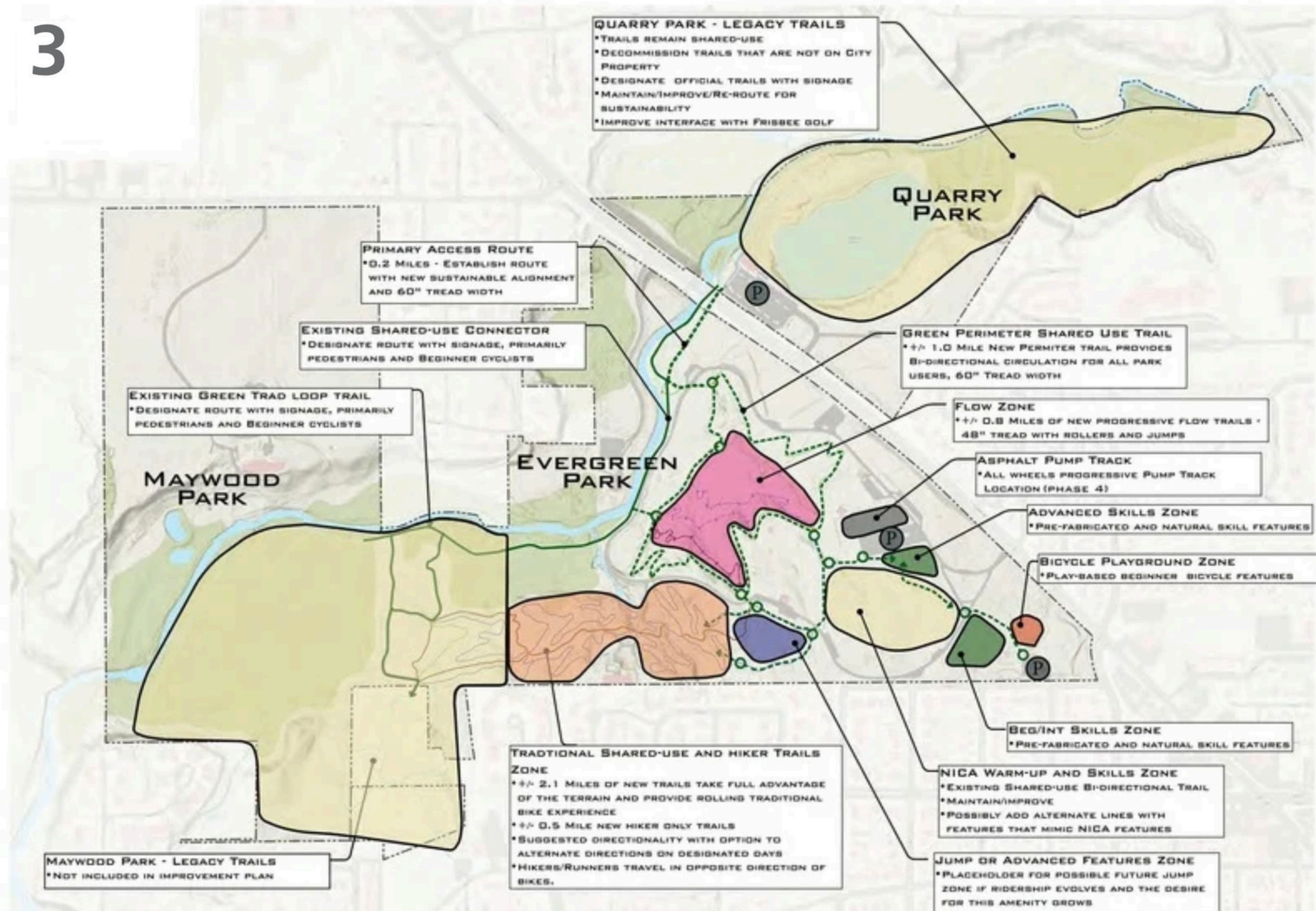


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2





MILEAGE AND FEATURES PHASE
 JANUARY 24, 2024





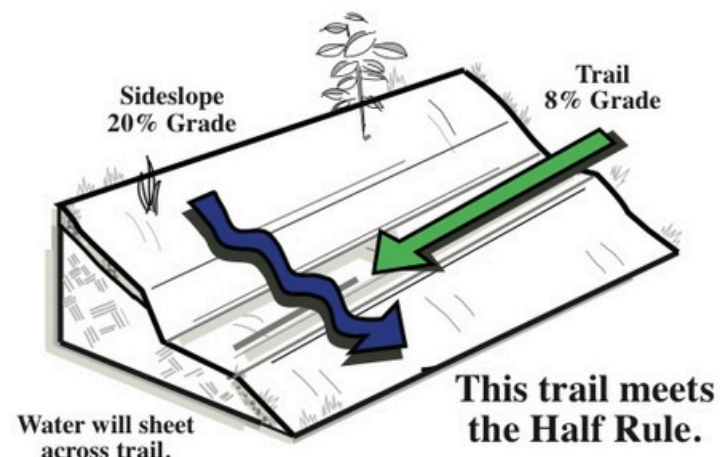
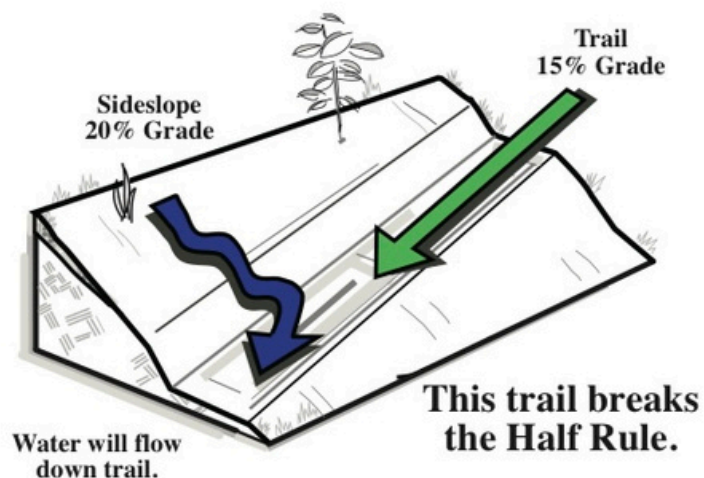






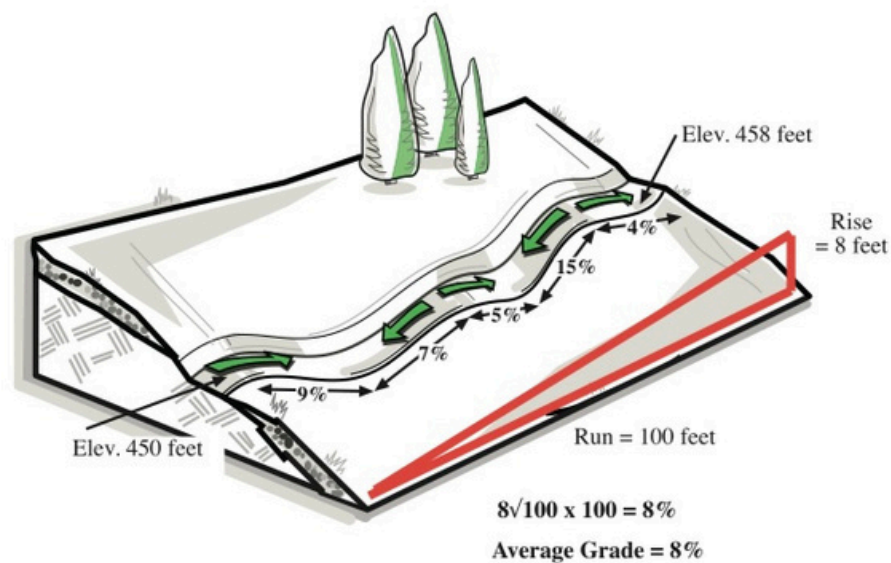
1) The Half Rule

A trail's grade should not exceed half the grade of the hillside or side slope that the trail traverses. If the trail *does* exceed half the side slope, it is considered a "fall-line trail." Water will flow down a fall-line trail rather than run across it, and therefore cause significant rutting and erosion. There are exceptions to this rule, but those types of trails require significant expertise to execute and should be left in the hands of qualified professionals.



2) Average Trail Segment Grade

Historically, the thought has been that an average grade of 10% or less minimizes erosion. This guideline has evolved and while a 10% average or less may be acceptable for an expert-level trail, the industry practices have become more specific to trail difficulty level: Beginner trails range from 0-5% average grade, intermediate trails range from 5-7% average grade, and advanced trails average 7-9% (or higher) grade. Trail segment grades are directly related to the amount of exertion required when climbing, as well as the speeds that can be reached when descending. This is extremely important for planning rider experiences, as an average 7% or higher grade on a climbing trail can be excruciating for a newer, less fit rider and potentially turn them off completely from riding again. The same can be true for having a descent that is too steep for a less-skilled rider, also potentially scaring them away from mountain biking.

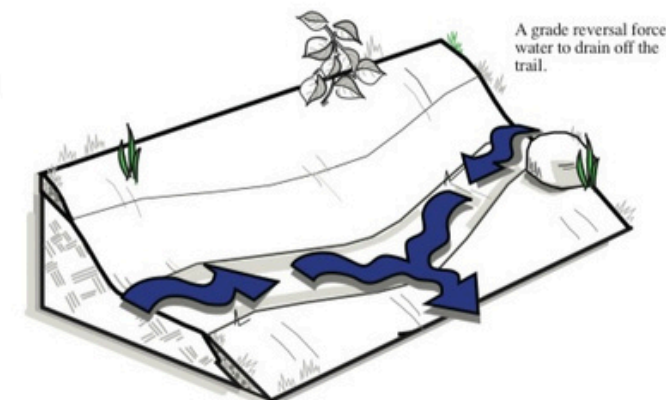
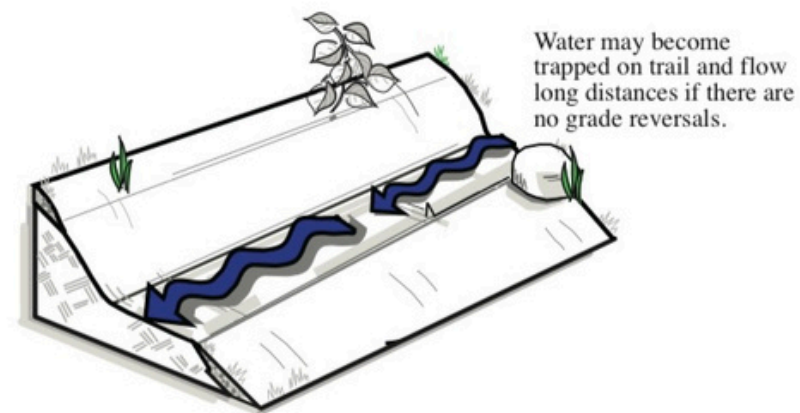


3) Maximum Sustainable Trail Grades

Maximum grade is the steepest section of trail that is more than 10 feet in length. This grade is soil composition dependent, but 15-20% maximum grade is considered typical. These grades can be exceeded if trail tread reinforcement techniques such as rock armoring are used.

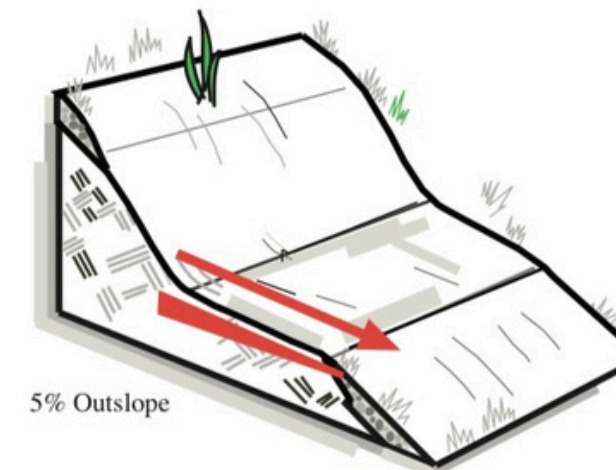
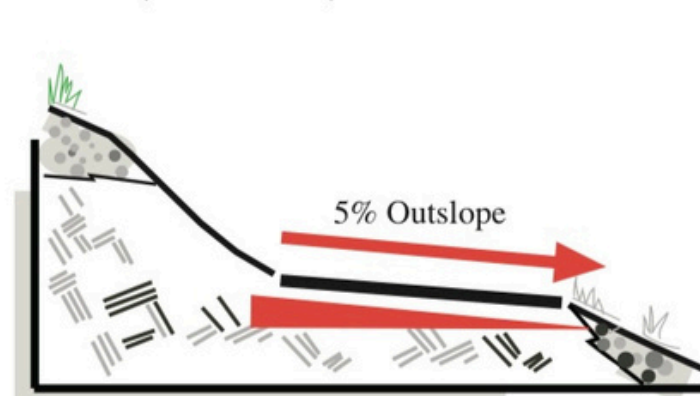
4) Grade Reversals

Grade reversals occur when a trail that is going down (negative grade) transitions into a trail that is going up (positive grade). This results in a low spot on the trail, which is commonly referred to as a drain, because this is where water exits from the trail. Frequent grade reversals every 20 to 100 feet are critical for a healthy trail system to ensure water can flow from the trail as frequently as possible. Grade reversals are also a critical element of the overall user experience.



5) Outslope

As the trail contours across a hillside, the downhill or outer edge of the tread should slope slightly down and away from the inner/high side at about a 5% slope. This tilt is called "outslope," and it encourages water to sheet across and off the trail. Modern mountain bike trail building techniques focus heavily on insloped trails to maximize fun, but still rely on outslope at drains and any part of the trail where an inslope is not required to keep the rider on the trail.



Rolling Contour Trail

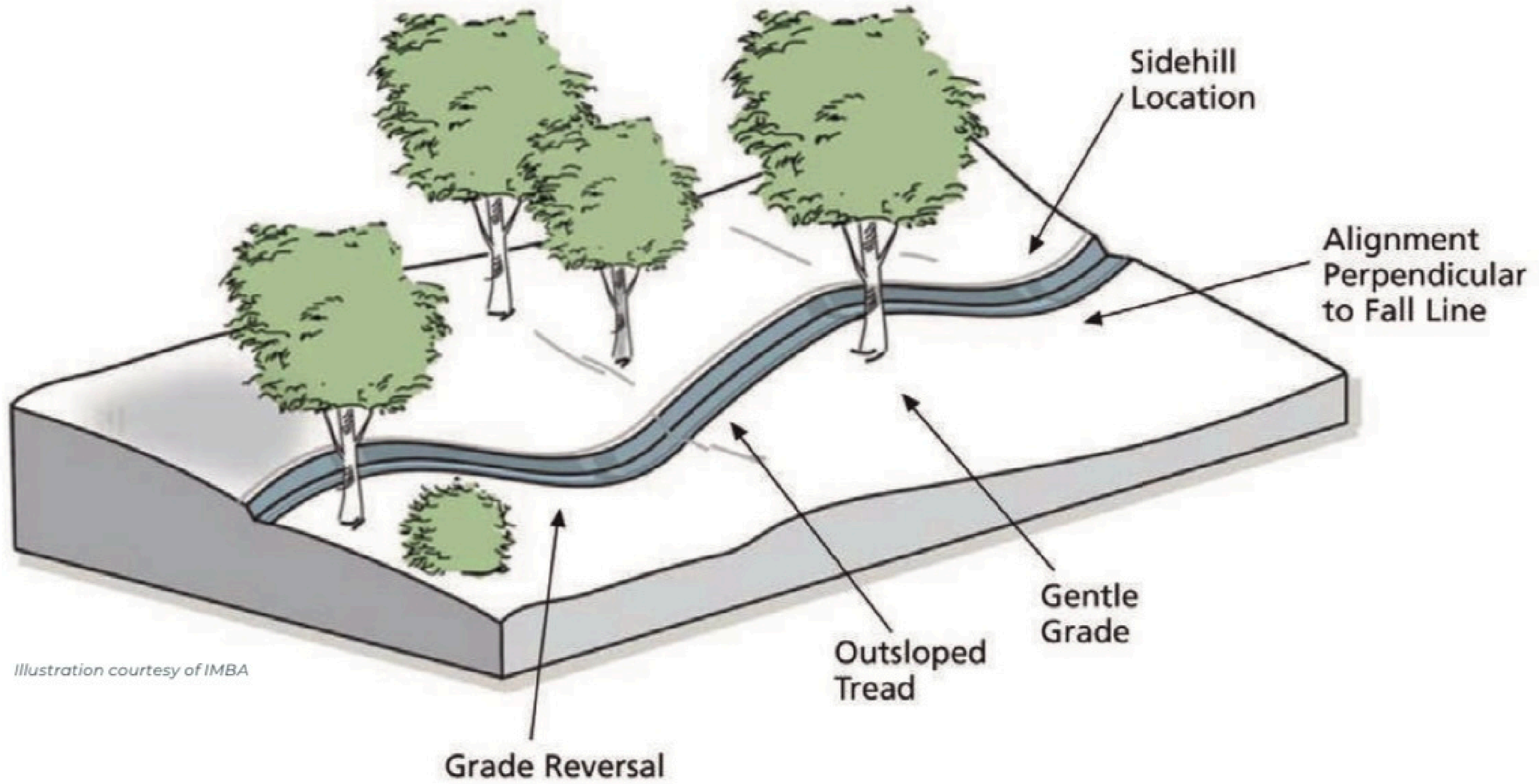


Illustration courtesy of IMBA

Evergreen Bike Park: Phase 1 Signage and Wayfinding

Item	Description	Cost
Bike Amenities		
Signage	Trailhead and wayfinding signs (work underway)	Funded by SCC

Evergreen Bike Park: Phase 2 Initial Improvements Conceptual Cost Opinion

Item	Description	Cost
Bike Amenities		
Bike Playground	350-450 feet with 7-10 features	\$60,000
Beginner / Intermediate Skills Zone	0.33-mile trail with 13-16 features	\$100,000
Green perimeter shared-use trail and Quarry connection	1.2 miles - 60" tread width	\$60,000
Flow Trails	0.8 miles bike optimized flow / features trails	\$80,000
Trail Design Services		
Field flagging of trails	2.0 miles of trails	\$10,000
Schematic design of bike playground and skills zone	Schematic documents that would support a design build level of construction	\$17,000
Trail and Bike Amenity Implementation costs		
Signage	Main kiosk; wayfinding, information, and bike park amenity signs	\$35,000
Permitting, compliance and monitoring	Various local, state, and/or federal permits	\$6,000
Mobilizations for construction	Cost of mobilizing build team to/from project site	\$10,000
Estimated Phase 2 Bike Park and Trail Construction		\$378,000
Total Estimated Contingency		\$22,000
Total Estimated Phase 2		\$400,000

Notes: This conceptual cost opinion provides a high level opinion of the costs of construction and serves as a tool for planning purposes only. It is expected that actual costs may fluctuate +/-20% from the amounts provided in this cost opinion. The cost opinion does not serve as a bid. Costs for site preparation, utility connections, and stormwater infrastructure are not included in this estimate. Permitting costs assume a variety of local, state, and federal regulations apply (i.e. stormwater, land disturbance, etc.). Construction costs assume professional trail contractors perform the work. Contingency is assumed to allow for adjustments during design and permitting. Cost opinion reflects current prices and does not account for future cost escalation.

Evergreen Bike Park: Phase 3 Mileage and Features Conceptual Cost Opinion

Item	Description	Cost
Bike Amenities		
Advanced skills zone	0.25-mile trail with 10-15 features	\$120,000
NICA warm up and skills zone	Maintenance and improvements	\$25,000
Jump or advanced features zone	4-5 progressive jump / features lines	\$175,000
Traditional shared-use trails	2.1 miles traditional machine built singletrack	\$100,000
New shared-use bridge	Construct new bridge at current crossing (traditional shared-use trails)	\$20,000
Hiker only trails	0.5 mile hiking trails	\$500
Trail Design Services		
Field flagging of trails	2.6 miles of trails	\$15,000
Design development of advanced skills zone	DD documents that would support a bid and contractor procurement process	\$25,000
Schematic design of jump or advanced features zone	Schematic documents that would support a design build level of construction	\$17,500
Trail and Bike Amenity Implementation costs		
Signage	Main kiosk; wayfinding, information, and bike park amenity signs	\$20,000
Permitting, compliance and monitoring	Various local, state, and/or federal permits	\$18,000
Mobilizations for construction	Cost of mobilizing multiple build teams to/from project site	\$20,000
Estimated Phase 3 Bike Park and Trail Construction		\$556,000
Total Estimated Contingency		\$31,000
Total Estimated Phase 3		\$587,000

Evergreen Bike Park: Phase 4 Pump Track Conceptual Cost Opinion

Item	Description	Cost
Bike Amenities		
Asphalt pump track	+/- 18,000 square foot pump track	\$600,000
Trail Design Services		
Design development of pump track	DD documents that would support a bid and contractor procurement process	\$13,000
Bike Amenity Implementation costs		
Signage	Pump track amenity sign	\$2,000
Permitting, compliance and monitoring	Local, state, and/or federal permits	\$5,000
Mobilizations for construction	Cost of mobilizing build team to/from project site	\$10,000
Estimated Phase 4 Pump Track Construction		\$630,000
Total Estimated Contingency		\$35,000
Total Estimated Phase 4		\$665,000

Notes: This conceptual cost opinion provides a high level opinion of the costs of construction and serves as a tool for planning purposes only. It is expected that actual costs may fluctuate +/-20% from the amounts provided in this cost opinion. The cost opinion does not serve as a bid. Costs for site preparation, utility connections, and stormwater infrastructure are not included in this estimate. Permitting costs assume a variety of local, state, and federal regulations apply (i.e. stormwater, land disturbance, etc.). Construction costs assume professional trail contractors perform the work. Contingency is assumed to allow for adjustments during design and permitting. Cost opinion reflects current prices and does not account for future cost escalation.



THANK YOU

**CITY OF SHEBOYGAN
R. C. 233-24-25
BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

MARCH 3, 2025.

Your Committee to whom was referred Res. No. 165-24-25 by Alderpersons Rust and La Fave authorizing acceptance of the 2025 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2025 budget for grant funds received; recommends amending the Resolution in the following ways:

1 - In the first WHEREAS paragraph beginning with the word pedestrian and amending that entire sentence to the following: "Sheboygan County DOT data from 2021-2023 suggests a strong correlation between motorist violations and such crashes."

2 - In the second WHEREAS paragraph, amending some language in the last sentence of that paragraph. "Bicycle and pedestrian" were amended to "traffic" and after the word "violations", "endangering vulnerable road users" was added.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 165-24-25 SUBS. OF**

BY ALDERPERSONS RUST AND LA FAVE.

MARCH 3, 2025.

A RESOLUTION authorizing acceptance of the 2025 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2025 budget for grant funds received.

WHEREAS, in 2023, there were 1,229 motor vehicle collisions with pedestrians in Wisconsin, causing 61 fatalities and injuring 1,190 pedestrians. This amounts to a rate of one pedestrian killed or injured in Wisconsin every 7 hours. Sheboygan County DOT data from 2021-2023 suggests a strong correlation between motorist violations and such crashes; and

WHEREAS, the City of Sheboygan Police Department submitted a grant application and has been approved to receive a grant in the total amount of \$10,000 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 traffic violations endangering vulnerable road users; and

WHEREAS, the funding received would be \$10,000 from State 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 Common Council hereby authorizes the Chief of Police to sign all documents necessary to administer the grant.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following budget amendment to incorporate the revenue and expenses related to the grant:

INCREASE:

General Fund – State Grants – Police (Acct. No. 101-435230)	\$10,000
General Fund – Police Department – Overtime (Acct. No. 101210-510111)	\$ 8,500
General Fund – Police Department – FICA (Acct. No. 101210-520310)	\$ 530
General Fund – Police Department – Medicare (Acct. No. 101210-520311)	\$ 125
General Fund – Police Department – Wisconsin Retirement (Acct. No. 101210-520320)	\$ 845

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 165-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 17, 2025.

A RESOLUTION authorizing acceptance of the 2025 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2025 budget for grant funds received.

WHEREAS, in 2023, there were 1,229 motor vehicle collisions with pedestrians in Wisconsin, causing 61 fatalities and injuring 1,190 pedestrians. This amounts to a rate of one pedestrian killed or injured in Wisconsin every 7 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, the City of Sheboygan Police Department submitted a grant application and has been approved to receive a grant in the total amount of \$25,000 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, the funding received would be \$25,000 from State 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 Common Council hereby authorizes the Chief of Police to sign all documents necessary to administer the grant.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following budget amendment to incorporate the revenue and expenses related to the grant:

INCREASE:

General Fund – State Grants – Police (Acct. No. 101-435230)	\$25,000
General Fund – Police Department – Overtime (Acct. No. 101210-510111)	\$21,815
General Fund – Police Department – FICA (Acct. No. 101210-520310)	\$ 1,353
General Fund – Police Department – Medicare (Acct. No. 101210-520311)	\$ 316
General Fund – Police Department – Wisconsin Retirement (Acct. No. 101210-520320)	\$ 1,516

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 235-24-25
BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

MARCH 3, 2025.

Your Committee to whom was referred R. O. No. 117-24-25 by City Clerk submitting a liquor license application (#3713 Pena Inc.); recommends denying the license because there are a large number of parties interested in obtaining a liquor license and no available licenses due to the quota imposed by the State of Wisconsin. The committee believes that in light of the fact that the license would need to be transferred to another location, it would be more just to allow all interested parties throughout the city to have an equal opportunity to apply for the license that will become available once the current licensee ends his lease for the current premises. The applicant is encouraged to take part in that process, and the committee's decision should not be seen as affecting the likelihood of obtaining the right to apply for a license under that process.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 117-24-25**

BY CITY CLERK.

FEBRUARY 17, 2025.

Submitting a liquor license application.

“CLASS B” LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3713	Pena Inc. (Café Bella)	725 Indiana Avenue

**CITY OF SHEBOYGAN
R. O. 115-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 17, 2025.

Your Commission to whom was referred Gen. Ord. No. 37-24-25 by Alderperson Belanger and R. O. No. 106-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 37-24-25**

BY ALDERPERSON BELANGER.

FEBRUARY 3, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification.

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

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification:

Property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930:

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAETZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3 AND LUTZ
DIVISION LOT 9 BLK 1

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

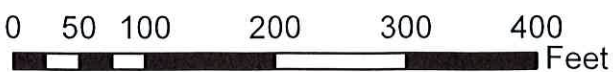
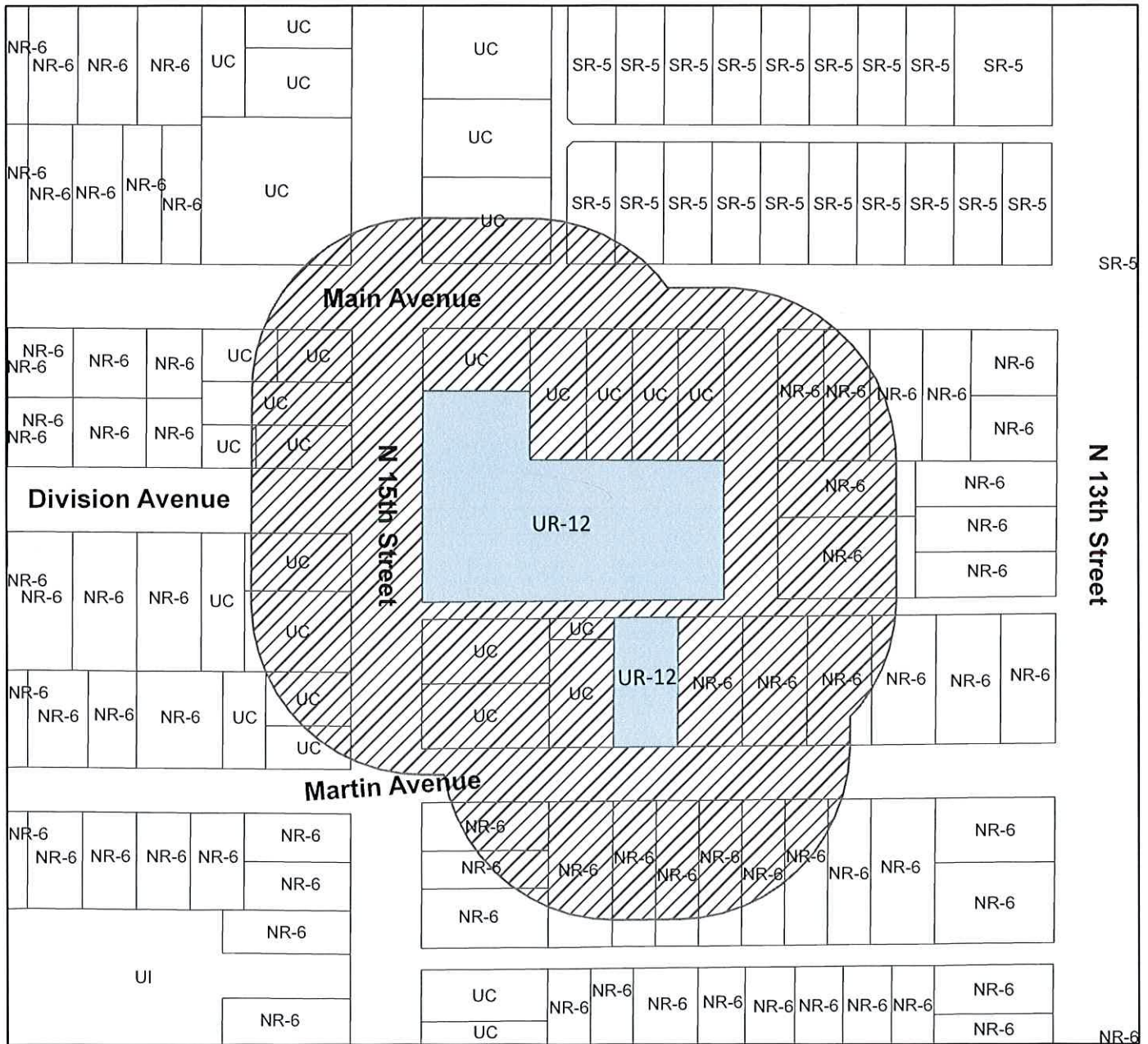
Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROPOSED REZONE FROM URBAN RESIDENTIAL (UR-12) TO URBAN RESIDENTIAL (UR-12) PUD OVERLAY

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAEZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3
AND
LUTZ DIVISION LOT 9 BLK 1



**CITY OF SHEBOYGAN
R. O. 106-24-25**

BY CITY CLERK

FEBRUARY 3, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification.

OFFICE USE ONLY	Item 38.
APPLICATION NO.: _____	
RECEIPT NO.: _____	
FILING FEE: \$200.00 (Payable to City of Sheboygan)	

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 105.996)
Revised January 2024

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

1. APPLICANT INFORMATION

APPLICANT: City of Sheboygan PHONE NO.: (920)459-3383
 ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov
 OWNER OF SITE: Redevelopment Authority of Sheb. PHONE NO: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel #s 59281718350 & 59281712930
 LEGAL DESCRIPTION: Edwin Schaezters Subd LOTS 6-7-8-9-10-11 & 12 BLK 3 & Lutz Division LOT 9 BLK 1
 PARCEL NO. See above MAP NO. _____
EXISTING ZONING DISTRICT CLASSIFICATION: Urban Residential (UR-12)
PROPOSED ZONING DISTRICT CLASSIFICATION: UR-12 with PUD overlay
 BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former JakumHall property that the City purchased in 2022 and demolished for redevelopment.
 BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Affordable Housing redevelopment site.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands or

floodplains on the subject property.

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

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
 - A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
 - Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 - Explain: The City purchased the property with American Rescue Plan Act dollars because the previous improvements had been vacant and blighted for a number of years. ARPA requires the property to be redeveloped as affordable housing. The City plans to find a developer interested in developing affordable housing at this site.
-

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The surrounding land uses are a combination of commercial and residential. The zoning change will allow for the site to be redeveloped into a residential use appropriate for affordable housing opportunities not currently in the neighborhood.

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

The proposed redevelopment will assist with meeting the number of units for new affordable multi-family per the City's 2021 Affordable Housing Market Study and redevelop a site that previously housed a vacant/blighted structure.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

12/11/24

DATE

Casey J. Bradley

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.