



# FOURTH REGULAR COMMON COUNCIL MEETING AGENDA

**May 19, 2025 at 6:00 PM**

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

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“Sometimes there’s not a better way. Sometimes there’s only the hard way.” —Mary E. Pearson

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

Notice of the 4th Regular Meeting of the 2025-2026 Common Council at 6:00 PM, MONDAY, May 19, 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**  
Alderperson Perrella may attend the meeting remotely
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**  
*Third Regular Council Meeting held on May 5, 2025*
- 4. Public Forum**  
*Limit of five people having five minutes each with comments limited to items on this agenda.*
- 5. Mayor's Announcements**  
*Upcoming Community Events, Proclamations, Employee Recognitions*

## HEARINGS

- 6.** Hearing No. 1-25-26 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 120 Vollrath Boulevard - Parcel No. 59281014410.
- 7.** Hearing No. 2-25-26 pursuant to 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 120 Vollrath Boulevard - Parcel No. 59281014410 from Class Suburban Residential (SR-5) to Suburban Residential (SR-5) with PUD Overlay Classification.

- 8.** Hearing No. 3-25-26 pursuant to a notice published, this hearing is for the purpose of allowing interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Zoning Ordinance to add Pet Daycare Centers as a Commercial Land Use.

## **CONSENT**

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

- 10.** R. C. No. 5-25-26 by Finance and Personnel Committee to whom was referred R. O. 1-25-26 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. §75-521 by Sheboygan County, List of Tax Liens for 2014 through 2021; recommends filing the document.
- 11.** R. C. No. 4-25-26 by Finance and Personnel Committee to whom was referred R. C. No. 283-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 122-24-25 by City Clerk submitting a claim by Karina Berdyck for alleged damages to vehicle when it was hit by City property; recommends filing the document.
- 12.** R. C. No. 7-25-26 by Finance and Personnel Committee to whom was referred R. O. No. 129-24-25 by City Clerk submitting a claim from Melissa Clevenger for alleged damages to vehicle when it was hit by city property; recommends filing the document.
- 13.** R. C. No. 8-25-26 by Public Works Committee to whom was referred Res. No. 7-25-26 by Alderpersons Dekker and Rust allowing Lakeshore Regional Child Advocacy Center to bring certified therapy dogs into their facility within the Uptown Social building; recommends adopting the Resolution.
- 14.** R. C. No. 9-25-26 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 2-25-26 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing January 1, 2025 and ending March 31, 2025; recommends filing the document.
- 15.** R. C. No. 10-25-26 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 5-25-26 by Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report for the Police Department for the period from January 1, 2025 to March 31, 2025; recommends filing the document.
- 16.** R. C. No. 11-25-26 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 9-25-26 by City Clerk submitting various license applications; recommends granting the licenses.
- 17.** R. C. No. 12-25-26 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 296-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 126-24-25 by City Clerk submitting various license applications; recommends granting Reserve Liquor license no. 3679 to Kue Yang LLC (Krazian Fuzian).

## **REPORT OF OFFICERS**

- 18.** R. O. No. 10-25-26 by City Clerk submitting a Summons and Complaint in the matter of Katherine Kobs v. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 19.** R. O. No. 11-25-26 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 20.** R. O. No. 12-25-26 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE



## RESOLUTIONS

- [21.](#) Res. No. 11-25-26 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City as Interim City Attorney pending permanent position fulfillment. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [22.](#) Res. No. 12-25-26 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Markell Nathaniel Mitchell v. Christopher Domagalski, and authorizing payment for said services. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [23.](#) Res. No. 14-25-26 by Alderpersons Rust and La Fave authorizing the appropriate City officials to enter into a contract extension with Motorola Solutions, Inc. and authorizing the Police Chief to execute the contract extension. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [24.](#) Res. No. 13-25-26 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Katherine Kobs v. City of Sheboygan, Case No. 2025CV0294, and authorizing payment for said services. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) Res. No. 15-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Use and Services Agreement with Second Revolution, LLC regarding the use of the Deland Beach House overlooking the Deland Park Beach at 1037 Broughton Drive. REFER TO PUBLIC WORKS COMMITTEE

## REPORT OF COMMITTEES

- [26.](#) R. C. No. 6-25-26 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 1-25-26 by Alderpersons Dekker and Perrella amending various sections of the Sheboygan Municipal Code to effectuate changes to the 2025-2026 Council Rules Handbook; recommends adopting the Ordinance.
- [27.](#) R. C. No. 14-25-26 by Public Works Committee to whom was referred Direct Referral Res. No. 9-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Taylor Drive and Wilgus Avenue Reconstruction; recommends adopting the Resolution.
- [28.](#) R. C. No. 13-25-26 by Public Works Committee to whom was referred Direct Referral Res. No. 8-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Mashuda Contractors for the Gartman Property Phase Bid Package 1 Construction; recommends adopting the Resolution.
- [29.](#) R. C. No. 15-25-26 by Public Works Committee to whom was referred Direct Referral Res. No. 10-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. for the 2025 Street Improvements – Milling (Various Streets); recommends adopting the Resolution.

## GENERAL ORDINANCES

- [30.](#) Gen. Ord. No. 3-25-26 by Alderpersons Mitchell and Perrella amending the Sheboygan Municipal Code to effectuate changes to the City's claims procedures. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [31.](#) Gen. Ord. No. 2-25-26 by Alderperson Close amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located North of Pennsylvania Ave and East of N. 13<sup>th</sup> Street bordering the Sheboygan River from Class Urban Commercial, Urban Industrial, and Railroad to Urban Residential 12 with PUD Overlay Classification. REFER TO CITY PLAN COMMISSION

## MATTERS LAID OVER

- 32.** Res. No. 3-25-26 by Alderpersons Mitchell and Perrella creating Tax Incremental District No. 25, approving its Project Plan and Establishing its Boundaries, City of Sheboygan, Wisconsin. ADOPT RESOLUTION
- 33.** Res. No. 6-25-26 by Alderperson Belanger and Close approving the General Development Plan submitted by Rachel Kohler for construction of three new single-family homes, a family hall building, a pool and gym building, and a garage with a family apartment above on parcel no. 59281014410 within a Planned Unit Development (PUD) zone.
- 34.** R. O. No. 7-25-26 by City Plan Commission to whom was referred Gen. Ord. No. 42-24-25 by Alderpersons Rust and Perrella amending Sections 105-718 and 105-683 of the Sheboygan Municipal Code Zoning Code so as to add Pet Daycare Centers as a Commercial Land Use; recommends amending the language in Sec. 105-718(r)(5)(a).
- 35.** R. O. No. 6-25-26 by City Plan Commission to whom was referred Gen. Ord. No. 41-24-25 by Alderperson Belanger and R. O. No. 128-24-25 by City Clerk submitting a rezone 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 120 Vollrath Boulevard – Parcel No. 59281014410 from Class Suburban Residential (SR-5) to Suburban Residential (SR-5) with PUD Overlay Classification; recommends filing the R. O. and adopting the Ordinance.
- 36.** R. C. No. 288-24-25 by Public Works Committee to whom was referred Res. No. 96-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities; recommends referred to the 2025-2026 Council. REFER TO PUBLIC WORKS COMMITTEE

## OTHER MATTERS AUTHORIZED BY LAW

### CLOSED SESSION

- 37.** Motion to convene in closed session under the exemption contained in Wis. Stat. s. 19.85(1)(g), for the purpose of conferring with legal counsel for the City who will render oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it will likely become involved relating to the network security incident.

### ADJOURN MEETING

- 38.** 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

## THIRD REGULAR COMMON COUNCIL MEETING MINUTES

Monday, May 05, 2025

## OPENING OF MEETING

**1. Roll Call**

Alderspersons present: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

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

First and Second Regular Council Meeting held on April 15, 2025 and April 21, 2025

## MOTION TO APPROVE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

**4. Public Forum**

Limit of five people having five minutes each with comments limited to items on this agenda. Lisa Salgado, Christi Mercier, Jessica Huss, Bryan Kelly, and William Young all spoke.

**5. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

## CONSENT

**6. 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 Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

**7. R. O. No. 4-25-26 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2025.**

## MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

**8. R. O. No. 3-25-26 by Board of Water Commissioners submitting a copy of the 2024 Annual Audited Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.**

**MOTION TO ACCEPT AND FILE**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

9. R. C. No. 3-25-26 by Finance and Personnel Committee to whom was referred Res. No. 198-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a Memorandum of Understanding with Powerboat P1 USA, LLC regarding the terms and understanding between the parties with regard to the 2025 and 2026 Midwest Challenge offshore powerboat racing events; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

**REPORT OF OFFICERS**

10. R. O. No. 6-25-26 by City Plan Commission to whom was referred Gen. Ord. No. 41-24-25 by Alderperson Belanger and R. O. No. 128-24-25 by City Clerk submitting a rezone 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 120 Vollrath Boulevard – Parcel No. 59281014410 from Class Suburban Residential (SR-5) to Suburban Residential (SR-5) with PUD Overlay Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER
11. R. O. No. 7-25-26 by City Plan Commission to whom was referred Gen. Ord. No. 42-24-25 by Alderpersons Rust and Perrella amending Sections 105-718 and 105-683 of the Sheboygan Municipal Code Zoning Code so as to add Pet Daycare Centers as a Commercial Land Use; recommends amending the language in Sec. 105-718(r)(5)(a). LAYS OVER
12. R. O. No. 9-25-26 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
13. R. O. No. 5-25-26 by Police Chief Kurt Zempel pursuant to section 30-502 of the Municipal Code, submitting the quarterly report for the Police Department for the period from January 1, 2025 to March 31, 2025. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
14. R. O. No. 2-25-26 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing January 1, 2025 and ending March 31, 2025. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
15. R. O. No. 8-25-26 by City Clerk submitting a Notice of Claim from Society Insurance for alleged injuries to their insured Therese Weaver. REFER TO FINANCE AND PERSONNEL COMMITTEE
16. R. O. No. 1-25-26 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis.

## RESOLUTIONS

17. Res. No. 2-25-26 by Alderpersons Mitchell and Perrella approving an amendment to the Project Plan and Boundaries for Tax Incremental District No. 21, City of Sheboygan, Wisconsin.

### MOTION TO ADOPT RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

18. Res. No. 3-25-26 by Alderpersons Mitchell and Perrella creating Tax Incremental District No. 25, approving its Project Plan and Establishing its Boundaries, City of Sheboygan, Wisconsin.

### MOTION TO TABLE THE RESOLUTION UNTIL AFTER THE MAY 15, 2025 COMMITTEE OF THE WHOLE MEETING

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 9.

Voting Nay: Belanger – 1.

19. Res. No. 6-25-26 by Alderperson Belanger and Close approving the General Development Plan submitted by Rachel Kohler for construction of three new single-family homes, a family hall building, a pool and gym building, and a garage with a family apartment above on parcel no. 59281014410 within a Planned Unit Development (PUD) zone. LAYS OVER
20. Res. No. 7-25-26 by Alderpersons Dekker and Rust allowing Lakeshore Regional Child Advocacy Center to bring certified therapy dogs into their facility within the Uptown Social building. REFER TO PUBLIC WORKS COMMITTEE

## REPORT OF COMMITTEES

21. R. C. No. 1-25-26 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 4-25-26 by Alderpersons Mitchell and Perrella authorizing the sale of Parcel Nos. 59281712930 and 59281718350 to Luedke Apartments, LLC; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

22. R. C. No. 2-25-26 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 5-25-26 by Alderpersons Mitchell and Perrella authorizing the sale of Parcel No. 59281202350 to Stephen A. Knaus of Old World Creamery, LLC; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

## **GENERAL ORDINANCES**

23. Gen. Ord. No. 1-25-26 by Alderpersons Dekker and Perrella amending various sections of the Sheboygan Municipal Code to effectuate changes to the 2025-2026 Council Rules Handbook.

REFER TO FINANCE AND PERSONNEL COMMITTEE

## **OTHER MATTERS AUTHORIZED BY LAW – None.**

## **ADJOURN MEETING**

24. Motion to Adjourn

MOTION TO ADJOURN AT 6:42 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

**CITY OF SHEBOYGAN  
HEARING 1-25-26**

**MAY 19, 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 120 Vollrath Boulevard – Parcel No. 59281014410.

All interested parties will now be heard.



## NOTICE OF PUBLIC HEARING RELATIVE TO PUD-GDP

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 19, 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 120 Vollrath Boulevard – Parcel No. 59281014410 in Sheboygan, Wisconsin.

MEREDITH DEBRUIN  
City Clerk

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

<b>Date:</b>	04/10/2025
<b>Order Number:</b>	11222127
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	14.0000
<b>Height in Inches:</b>	1.1700

**Print**

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	05/02/2025 - 05/09/2025	Bids & Proposals
SHE sheboyganpress.com	2	05/02/2025 - 05/09/2025	Bids & Proposals

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	\$21.02
Tax Amount	\$0.00
Service Fee 3.99%	\$0.84
Cash/Check/ACH Discount	-\$0.84
Payment Amount by Cash/Check/ACH	\$21.02
Payment Amount by Credit Card	\$21.86

<b>Order Confirmation Amount</b>	<b>\$21.02</b>
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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., May 19, 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 120 Vollrath Boulevard – Parcel No. 59281014410 in Sheboygan, Wisconsin.

MEREDITH DEBRUIN

City Clerk

Runs: May 2, 9, 2025 WNAXLP

**CITY OF SHEBOYGAN  
HEARING 2-25-26**

**MAY 19, 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 120 Vollrath Boulevard – Parcel No. 59281014410 from Class Suburban Residential (SR-5) to Suburban Residential (SR-5) with 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., May 19, 2025 in City Hall, 3<sup>rd</sup> 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 for the following described lands from Class Suburban Residential (SR-5) to Class Suburban Residential (SR-5) PUD Overlay Classification:

Property located at 120 Vollrath Boulevard – Parcel No. 59281014410.

LOTS 1 & 3 OF CERTIFIED SURVEY MAP RECORDED IN VOL 9 OF CSM AT PAGE 205, AS DOC #1212196, LOCATED IN THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE SE 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

MEREDITH DEBRUIN  
City Clerk



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

<b>Date:</b>	04/10/2025
<b>Order Number:</b>	11222115
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	32.0000
<b>Height in Inches:</b>	2.6600

**Print**

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	05/02/2025 - 05/09/2025	Bids & Proposals
SHE sheboyganpress.com	2	05/02/2025 - 05/09/2025	Bids & Proposals

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	\$46.76
Tax Amount	\$0.00
Service Fee 3.99%	\$1.87
Cash/Check/ACH Discount	-\$1.87
Payment Amount by Cash/Check/ACH	\$46.76
Payment Amount by Credit Card	\$48.63

<b>Order Confirmation Amount</b>	<b>\$46.76</b>
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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., May 19, 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 for the following described lands from Class Suburban Residential (SR-5) to Class Suburban Residential (SR-5) PUD Overlay Classification:

Property located at 120 Vollrath Boulevard – Parcel No. 59281014410.

LOTS 1 & 3 OF CERTIFIED SURVEY MAP RECORDED IN VOL 9 OF CSM AT PAGE 205, AS DOC #1212196, LOCATED IN THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE SE 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

MEREDITH DEBRUIN

City Clerk

Runs: May 2, 9, 2025 WNAXLP



CITY OF SHEBOYGAN  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

May 9, 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., May 19, 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 Suburban Residential (SR-5) to Class Suburban Residential (SR-5) PUD Overlay Classification:

Property located at 120 Vollrath Boulevard – Parcel No. 59281014410.

LOTS 1 & 3 OF CERTIFIED SURVEY MAP RECORDED IN VOL 9 OF CSM AT PAGE 205, AS DOC #1212196, LOCATED IN THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE SE 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

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

Sincerely,

MEREDITH DEBRUIN, City Clerk

ROSS, JANET R. & CARLA  
205 EUCLID AVE  
SHEBOYGAN, WI 53083-5053

JACOBSON REVOCABLE TRUST  
222 VOLLRATH BLVD  
SHEBOYGAN, WI 53081-

KOERTEN LIVING TRUST 5-7-01, BEN  
2209 N 3RD ST  
SHEBOYGAN, WI 53083-5002

CITY OF SHEBOYGAN VOLLRATH PARK  
828 CENTER AVE  
SHEBOYGAN, WI 53081-4442

RADKE, OTTO  
2206 N 3RD ST  
SHEBOYGAN, WI 53083-5001

SCHMIDT, BRADEN D  
2118 N 3RD ST  
SHEBOYGAN, WI 53081-2816

SHULTZ, DAVID W R  
227 EUCLID AVE  
SHEBOYGAN, WI 53083-5053

WOOD, WILLIAM R  
304 VOLLRATH BLVD  
SHEBOYGAN, WI 53081-2878

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**CITY OF SHEBOYGAN  
HEARING 3-25-26**

**MAY 19, 2025.**

Pursuant to a notice published, this hearing is for the purpose of allowing interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Zoning Ordinance to add Pet Daycare Centers as a Commercial Land Use.

All interested parties will now be heard.

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

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 19, 2025 in City Hall, 3<sup>rd</sup> 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 Zoning Ordinance. The purpose of the amendment is to add Pet Daycare Centers as a Commercial Land Use.

MEREDITH DEBRUIN  
City Clerk

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

<b>Date:</b>	04/11/2025
<b>Order Number:</b>	11225499
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	18.0000
<b>Height in Inches:</b>	1.5000

**Print**

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	05/02/2025 - 05/09/2025	Bids & Proposals
SHE sheboyganpress.com	2	05/02/2025 - 05/09/2025	Bids & Proposals

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	\$26.74
Tax Amount	\$0.00
Service Fee 3.99%	\$1.07
Cash/Check/ACH Discount	-\$1.07
Payment Amount by Cash/Check/ACH	\$26.74
Payment Amount by Credit Card	\$27.81

<b>Order Confirmation Amount</b>	<b>\$26.74</b>
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## NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN ZONING ORDINANCE:

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 19, 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 Zoning Ordinance. The purpose of the amendment is to add Pet Daycare Centers as a Commercial Land Use.

MEREDITH DEBRUIN  
City Clerk

RUN: May 2, 9, 2025 WNAXLP

**CITY OF SHEBOYGAN  
R. C. 5-25-26**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred R. O. 1-25-26 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. §75-521 by Sheboygan County, List of Tax Liens for 2014 through 2021; recommends filing the document.

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. 1-25-26**

**BY CITY CLERK.**

**MAY 5, 2025.**

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. §75-521 by Sheboygan County, List of Tax Liens for 2014 through 2021.

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

CLERK CIRCUIT COURT  
FILED

'25 APR -7 A10:20

IN THE MATTER OF THE  
FORECLOSURE OF TAX LIENS  
UNDER WI STATUTE §75.521 BY  
SHEBOYGAN COUNTY,  
LIST OF TAX LIENS FOR  
2014 THROUGH 2021  
NUMBER FIFTY-ONE

Case Class: 30405

SHEBOYGAN COUNTY  
WISCONSINCase No. 256F15

Branch 1 Judge Bastil

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY  
BEING FORECLOSED BY PROCEEDING *IN REM*. 2014 THROUGH 2021  
NUMBER FIFTY-ONE

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

**NOW COMES** Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2014 through 2021, sales of 2015 through 2022, and alleges and shows to the Court:

1. The tax certificates for each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "PRINCIPAL Sum of Lien" amounts are as of March 28, 2025, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer and Real Property Listing Office.]

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**LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED  
BY PROCEEDING IN REM. 2014 THROUGH 2021  
NUMBER FIFTY-ONE**

**PARCEL NO. 59016212891**

**Owner(s) of Record:**

Janice V. Melvin by virtue of a Warranty Deed dated June 21, 2013 and recorded June 25, 2013 at 12:15 p.m. as Document Number 1970955.

**Property Address:**

W6283 Karpathy Lane, Plymouth, WI 53073

**Legal Description:**

Lot 18, commencing at the Southwest corner of the NW ¼ of Section 8, Town 15 North, Range 21 East, thence S. 88 degrees 34'38" E., 1299.16 feet along the South line of the NW ¼ of said Section 8, thence S. 89 degrees 37'07" E., 86.66 feet; thence North 455.42 feet, thence East 1186.00 feet to the true point of beginning; running thence North 214.41 feet; thence N. 86 degrees 41'21" E., 220.27 feet; thence S. 87 degrees 58'22" E., 80.1 feet; thence South 224.30 feet; thence West 300.00 feet to the true point of beginning; said Tract of land being a part of the SW ¼ NE ¼ and the SE ¼ NW ¼ of Section 8, Town 15 North, Range 21 East, Town of Plymouth, Sheboygan County, Wisconsin.

**Tax Key Number:**

59016212891

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment executed against Janice V. Melvin in favor of Sheboygan County, 615 North 6<sup>th</sup> Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2016FO000252, filed January 12, 2017 and docketed January 12, 2017 at 9:18 A.M. in the principal sum of \$389.50 (Attorney Crystal H. Fieber).

Judgment executed against Janice B. Melvin to Sheboygan County, 615 North 6<sup>th</sup> Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2017TR006300, filed January 19, 2018 and docketed January 19, 2018 at 1:47 P.M., in the principal sum of \$10.00 (no Attorney shown).

**Taxes:**

Certificate No.:

51

Tax Year:

2021

Sale Year:

2022

PRINCIPAL Sum of Lien:

\$1,582.94

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

None of record.

**PARCEL NO. 59016213960**

**Owner(s) of Record:**



**PARCEL NO. 59281302300****Owner(s) of Record:**

Joseph P. Champeau by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 2012 at 3:46 P.M. as Document Number 1937086.

**Property Address:**

1107 Alabama Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot One (1) except the East Fifty-five (55) feet thereof, and the East Half (1/2) of Lot Two (2), Block Two Hundred and Eighty-four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

**Tax Key Number:**

59281302300

**Mortgages:**

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, recorded March 20, 2014 at 4:04 P.M. as Document Number 1983878 securing the principal sum of \$2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013, at 2:28 P.M. as Document Number 1975550 securing the principal sum of \$7,976.25.

**Judgments/Liens:**

Tax Warrant against Joseph P. Champeau in favor of Department of Revenue, PO Box 8901, Madison, WI 53708-8901, Sheboygan County Clerk of Circuit Court Case Number 2024TW000411, dated May 31, 2024 and docketed November 14, 2024 at 9:35 p.m. in the amount of \$13,787.99. (No attorney listed).

Special charges by the City of Sheboygan against Joseph P. Champeau, 1821 S. 15<sup>th</sup> St., Sheboygan, WI 53081, for delinquent water in the amount of \$246.64.

**Taxes:**

Certificate No.: 338  
 Tax Year: 2021  
 Sale Year: 2022  
 PRINCIPAL Sum of Lien: \$1,838.61

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

None of record.

**PARCEL NO. 59281304430****Owner(s) of Record:**

Nallely Mendiola, a single person, and Jessica Mendiola, a single person, by virtue of a Quit Claim Deed dated October 12, 2022 and recorded on October 14, 2022 at 1:42 p.m. as Document Number 2142933.

**Property Address:**

927 Dillingham Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot 7, Block 4, Assessment Subdivision No. 16 in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

**Tax Key Number:**

59281304430

**Mortgages:**

Mortgage executed by James D. Kretz and Mari J. Kretz, husband and wife, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated May 23, 1995 and recorded May 30, 1995 at 8:36 A.M. in Volume 1391 Page 683, as Document Number 1426850, in the principal sum of \$59,120.00. (Previous owners).

**Judgments/Liens:**

Special charges by the City of Sheboygan against Jessica Mendiola, 927 Dillingham Ave., Sheboygan, WI 53081, for delinquent water in the amount of \$157.80.

**Taxes:**

Certificate No.:	343
Tax Year:	2021
Sale Year:	2022
PRINCIPAL Sum of Lien:	\$2,317.94

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

None of record.

**PARCEL NO. 59281318620****Owner(s) of Record:**

Efrem Capetillo and the Estate of Barbara A. Capetillo, by virtue of a Warranty Deed dated September 30, 1991 and recorded October 2, 1991 in Volume 1184 at Page 578, as Document Number 1226742.

**Property Address:**

1429 South 9th Street, Sheboygan, WI 53081

**Legal Description:**

The North 20 feet of Lot 10 and the South 13 feet of Lot 11, Block 3 South Side Land Company's Addition to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

**Tax Key Number:**

59281318620

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment executed against Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000042, dated December 14, 2022 and docketed May 17, 2023 at 9:21 a.m. in the principal sum of \$691.00. (No attorney listed).



Judgment executed against Efre Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000004, August 23, 2023 and docketed January 16, 2024 at 2:19 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efre Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000003, dated August 23, 2023 and docketed January 16, 2024 at 2:15 p.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efre SR Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000038, dated January 22, 2020 and docketed July 22, 2021 at 4:45 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000033, dated June 12, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000048, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000046, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000047, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000049, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000032, dated February 22, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$125.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000056, dated March 17, 2021 and docketed July 23, 2021 at 10:25 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000037, dated January 22, 2020 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000052, dated February 10, 2021 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000050, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$187.00. (No attorney listed).



Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000034, dated October 30, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000055, dated March 17, 2021 and docketed July 23, 2021 at 10:20 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000058, dated March 17, 2021 and docketed July 23, 2021 at 11:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000041, dated February 12, 2020 and docketed July 23, 2020 at 9:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000057, dated March 17, 2021 and docketed July 23, 2021 at 10:30 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000039, dated February 12, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000035, dated September 18, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000043, dated May 13, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000059, dated March 17, 2021 and docketed July 23, 2021 at 11:25 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000042, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000045, dated July 15, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000040, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000053, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000060, dated March 17, 2021 and docketed July 23, 2021 at 11:30 a.m. in the principal sum of \$187.00. (No attorney listed).



Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000044, dated June 17, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000054, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000036, dated November 13, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000051, dated September 23, 2020 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000081, dated November 29, 2023 and docketed April 19, 2024 at 3:40 p.m. in the amount of \$691.00. (No attorney listed).

Special charges by the City of Sheboygan against Efrem Capetillo, 1429 S. 9<sup>th</sup> St., Sheboygan, WI 53081, for delinquent water in the amount of \$105.28.

**Taxes:**

Certificate No.: 371  
 Tax Year: 2021  
 Sale Year: 2022  
 PRINCIPAL Sum of Lien: \$1,345.90  
 The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

None of record.

**PARCEL NO. 59281426700**

**Owner(s) of Record:**

Nicholas R. Isferding, a single person, by virtue of a Warranty Deed recorded July 22, 2019 at 2:31 p.m. as Document Number 2075871.

**Property Address:**

2220 South 12<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot 5, Block 2, Wedemeyer's Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281426700

**Mortgages:**

None of record.

**Judgments/Liens:**

Child Support Lien against Nicholas Russell Isferding, D.O.B July 21, 1990, Filed July 9, 2023 as Docket Number 757822 in the amount of \$11,409.24, Sheboygan County.

Special charges by the City of Sheboygan against Nicholas R. Isferding, 2220 S. 12<sup>th</sup> St., Sheboygan, WI 53081, for delinquent water in the amount of \$199.54.

**Taxes:**

Certificate No.: 427  
 Tax Year: 2021  
 Sale Year: 2022  
 PRINCIPAL Sum of Lien: \$2,724.16

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

Easement dated August 31, 2004 and recorded October 1, 2004 at 12:14 p.m. as Document Number 1746467.

**PARCEL NO. 59281479118****Owner(s) of Record:**

Aamay Sheboygan LLC, a *Delinquent* Wisconsin limited liability company, by virtue of a Special Warranty Deed dated June 12, 2018 and recorded June 22, 2018 at 2:22 p.m. as Document Number 2058505.

**Property Address:**

3711 Greenwing Drive, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot 2 of a Certified Survey Map recorded in Volume 25 of Certified Survey Maps, at Page 198, as Document #1949810, being part of Lot 2 Greenwing Subdivision a Re-Subdivision of Lots 2, 5, 6 and 8 and part of Lot 7 of the Final Plat of Zimbal Farm. located in the Northeast ¼ of the Northwest ¼ of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281479118

**Mortgages:**

None of record.

**Judgments/Liens:**

None of record.

**Taxes:**

Certificate No.: 441  
 Tax Year: 2021  
 Sale Year: 2022  
 PRINCIPAL Sum of Lien: \$19,396.34

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

Recitals as shown on that certain map/plat recorded on January 25, 2005, as Document Number 1756356, being the Final Plat of Greenwing Subdivision. Reference is hereby made to said document for full particulars.



Recitals as shown on that certain map/plat recorded on August 3, 2012, as Document No. 1949810, being Volume 25 of Certified Survey Maps, Page 198. Reference is hereby made to said document for full particulars.

Terms and conditions as referenced in Special Warranty Deed recorded June 30, 2008 at 9:58 a.m., as Document Number 1856097.

Estoppel Affidavit recorded June 28, 2012 at 1:50 p.m., as Document Number 1947435.

Declaration of Deed Restriction recorded August 17, 2012 at 1:49 p.m., as Document Number 1950678.

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Lease Agreement, Berengaria Sheboygan, LLC, landlord, Goodwill Retail Services, Inc., tenant, recorded on November 14, 2012 at 2:58 p.m., as Document Number 1956672. Subordination, Non-Disturbance and Attornment Agreement recorded April 12, 2013 at 12:13 p.m., as Document Number 1966437.

Easement Underground Electric and Communication recorded on July 6, 2020 at 4:17 p.m., as Document Number 2094417.

Temporary Easement Underground Electric and Communication recorded July 6, 2020 at 4:17 p.m., as Document Number 2094418.

Development Plan Approval recorded June 22, 2018 at 2:22 p.m., as Document Number 2058506.

#### **PARCEL NO. 59281501820**

#### **Owner(s) of Record:**

Efrem Capetillo, Sr., a single person by virtue of a Quit Claim Deed, dated February 8, 2018 and recorded February 9, 2018 at 3:08 P.M. as Document Number 2052346.

#### **Property Address:**

521 North 14<sup>th</sup> Street, Sheboygan, WI 53081

#### **Legal Description:**

The South One-Half (S1/2) of the West forty (40) feet of Lot Number Five (5) and the South fifty (50) feet of Lot Number Six (6) in Block One Hundred Sixty (160) of the Original Plat of the City of Sheboygan.

#### **Tax Key Number:**

59281501820

#### **Mortgages:**

None of record.

#### **Judgments/Liens:**

Judgment executed against Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000042, dated December 14, 2022 and docketed May 17, 2023 at 9:21 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000004, August 23, 2023 and docketed January 16, 2024 at 2:19 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000003, dated August 23, 2023 and docketed January 16, 2024 at 2:15 p.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem SR Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000038, dated January 22, 2020 and docketed July 22, 2021 at 4:45 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000033, dated June 12, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000048, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000046, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000047, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000049, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000032, dated February 22, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$125.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000056, dated March 17, 2021 and docketed July 23, 2021 at 10:25 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000037, dated January 22, 2020 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000052, dated February 10, 2021 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000050, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000034, dated October 30, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).



Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000055, dated March 17, 2021 and docketed July 23, 2021 at 10:20 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000058, dated March 17, 2021 and docketed July 23, 2021 at 11:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000041, dated February 12, 2020 and docketed July 23, 2020 at 9:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000057, dated March 17, 2021 and docketed July 23, 2021 at 10:30 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000039, dated February 12, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000035, dated September 18, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000043, dated May 13, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000059, dated March 17, 2021 and docketed July 23, 2021 at 11:25 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000042, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000045, dated July 15, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000040, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000053, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000060, dated March 17, 2021 and docketed July 23, 2021 at 11:30 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000044, dated June 17, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000054, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000036, dated November 13, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000051, dated September 23, 2020 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000081, dated November 29, 2023 and docketed April 19, 2024 at 3:40 p.m. in the amount of \$691.00. (No attorney listed).

**Taxes:**

Certificate No.:	499	449
Tax Year:	2020	2021
Sale Year:	2021	2022
PRINCIPAL Sum of Lien:	\$491.89	\$1,408.43

The date by which interest and penalty needs to be computed is 02/01/2021 and 02/01/2022 respectively.

**Other:**

Raze Order dated January 17, 2024 and recorded January 23, 2024 at 3:07 p.m. as Document Number 2159770.

**PARCEL NO. 59281503230**

**Owner(s) of Record:**

Efrem Capetillo, by virtue of a Personal Representative's Deed dated February 20, 2013 and recorded February 25, 2013 at 11:13 A.M., as Document Number 1963386.

**Property Address:**

1419 Jefferson Avenue, Sheboygan, WI 53081

**Legal Description:**

The West 20 feet of Lot 3 and the East 20 feet of Lot 4, Block 190, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281503230

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000042, dated December 14, 2022 and docketed May 17, 2023 at 9:21 a.m. in the principal sum of \$691.00. (No attorney listed).



Judgment executed by Efreem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000004, August 23, 2023 and docketed January 16, 2024 at 2:19 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000003, dated August 23, 2023 and docketed January 16, 2024 at 2:15 p.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem SR Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000038, dated January 22, 2020 and docketed July 22, 2021 at 4:45 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000033, dated June 12, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000048, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000046, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000047, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000049, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000032, dated February 22, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$125.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000056, dated March 17, 2021 and docketed July 23, 2021 at 10:25 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000037, dated January 22, 2020 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000052, dated February 10, 2021 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000050, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000034, dated October 30, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).



Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000055, dated March 17, 2021 and docketed July 23, 2021 at 10:20 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000058, dated March 17, 2021 and docketed July 23, 2021 at 11:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000041, dated February 12, 2020 and docketed July 23, 2020 at 9:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000057, dated March 17, 2021 and docketed July 23, 2021 at 10:30 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000039, dated February 12, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000035, dated September 18, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000043, dated May 13, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000059, dated March 17, 2021 and docketed July 23, 2021 at 11:25 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000042, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000045, dated July 15, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000040, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000053, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000060, dated March 17, 2021 and docketed July 23, 2021 at 11:30 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000044, dated June 17, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000054, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000036, dated November 13, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000051, dated September 23, 2020 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000081, dated November 29, 2023 and docketed April 19, 2024 at 3:40 p.m. in the amount of \$691.00. (No attorney listed).

Special charges by the City of Sheboygan against Efrem Capetillo, 1419 Jefferson Ave., Sheboygan, WI 53081, for delinquent water in the amount of \$122.79.

**Taxes:**

Certificate No.: 458  
 Tax Year: 2021  
 Sale Year: 2022  
 PRINCIPAL Sum of Lien: \$706.37

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

None of record.

**PARCEL NO. 59281508280**

**Owner(s) of Record:**

Roderick Deckert and Betty Deckert, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated September 8, 1999 and recorded in Volume 1695 of Records, page 333 on September 20, 1999 at 3:05 P.M. as Document Number 1554362.

**Property Address:**

1511 Kentucky Avenue, Sheboygan, WI 53081

**Legal Description:**

The North half of the West 40 feet of Lot 2, Block 275, Original Plat of the City of Sheboygan, Wisconsin.

**Tax Key Number:**

59281508280

**Mortgages:**

None of record.

**Judgments/Liens:**



Special charges by the City of Sheboygan against Roderick and Betty Deckert, 1511 Kentucky Ave., Sheboygan, WI 53081, for delinquent water in the amount of \$169.26.

**Taxes:**

Certificate No.: 472  
 Tax Year: 2021  
 Sale Year: 2022  
 PRINCIPAL Sum of Lien: \$1,139.62  
 The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

None of record.

**PARCEL NO. 59281512930**

**Owner(s) of Record:**

Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's, dated October 7, 2019 and recorded October 10, 2019 at 8:59 A.M. as Document Number 2080150. (Fulfillment of Land Contract, Document Number 1866460, Assigned as Document Number 1965792.)

**Property Address:**

1219 South 19<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot Number Twenty-two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

**Tax Key Number:**

59281512930

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment executed against Jeffrey E. Sargent in favor of Sheboygan County Clerk of Circuit Court – No address listed, Sheboygan County Circuit Court Case Number 2021CT000345, entered July 5, 2023 and docketed July 5, 2023 at 9:54 a.m. in the principal sum of \$1,067.00. (No attorney listed).

Special charges by the City of Sheboygan against Jeffrey E. and Theresa M. Sargent, 1219 S. 19<sup>th</sup> St., Sheboygan, WI 53081, for delinquent water in the amount of \$342.79.

**Taxes:**

Certificate No.: 483  
 Tax Year: 2021  
 Sale Year: 2022  
 PRINCIPAL Sum of Lien: \$335.16  
 The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

**PARCEL NO. 59281625290****Owner(s) of Record:**

Donald Harvey Klumb, Jr., a single person, by virtue of a Quit Claim Deed dated March 24, 1999 in Volume 1657, Page 255 of Records, recorded on March 26, 1999 at 12:40 P.M. as Document Number 1538691.

**Property Address:**

2126 North 22<sup>nd</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot Twenty (20), Block Five (5), St. Dominic's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

**Tax Key Number:**

59281625290

**Mortgages:**

Mortgage executed by Donald H. Klumb, Jr. and Peggy Ann Klumb, husband and wife to Guaranty Bank S.S.B., 4000 West Brown Deer Road, Brown Deer, WI 53209, dated August 4, 1995 and recorded in Volume 1404 of Records, page 389/91, on August 17, 1995 as Document Number 1432633, securing the principal sum of \$25,900.00; Modification of Mortgage related thereto dated July 16, 1998 and recorded July 27, 1998 at 4:24 P.M. as Document Number 1513198.

**Judgments/Liens:**

Judgment against Don Klumb in favor of UnitedOne Credit Union, 1117 S. 10<sup>th</sup> St., Manitowoc, WI 54220 US, dated November 13, 2017, docketed November 14, 2017 at 2:21 P.M., Case Number 2017SC002391, in the amount of \$1,105.32.

Judgment against Don Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated June 17, 2019, docketed July 30, 2019 at 9:29 A.M., Case Number 2019SC001164, in the amount of \$763.15 (Attorney Geoff P. Estes).

State Tax Lien against Donald Klumb in favor of Dept of Revenue, no address listed, dated April 27, 2017 and docketed October 10, 2019 at 7:55 P.M., Case Number 2019TW000192, in the amount of \$3,871.46 (No attorney listed).

Judgment against Donald H. Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated March 18, 2019, docketed May 24, 2019 at 8:02 A.M., Case Number 2019SC00463, in the amount of \$2,855.16 (Attorney Casey Cross).

Special charges by the City of Sheboygan against Donald H. Klumb, 2126 N. 22<sup>nd</sup> St., Sheboygan, WI 53081, for delinquent water in the amount of \$215.62.

**Taxes:**

Certificate No.:	517
Tax Year:	2021
Sale Year:	2022
PRINCIPAL Sum of Lien:	\$381.95

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

Five foot utility easement along the west line of Lot 20 as set forth in Volume 5 of Plats, Page 81.

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**PARCEL NO. 59281702630****Owner(s) of Record:**

Jerod W. Tershner, a single person, by virtue of a Special Warranty Deed recorded January 2, 2014 at 10:35 a.m. as Document Number 1980892.

**Property Address:**

1721/1721A North 10<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot 43, Block 1, Assessment Subdivision No. 11 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281702630

**Mortgages:**

None of record.

**Judgments/Liens:**

Special charges by the City of Sheboygan against Jerod W. Tershner, N5203 Oak Rd., Plymouth, WI 53073, for delinquent water in the amount of \$284.08.

**Taxes:**

Certificate No.:

534

Tax Year:

2021

Sale Year:

2022

PRINCIPAL Sum of Lien:

\$403.05

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

None of record.

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**PARCEL NO. 59281705430****Owner(s) of Record:**

Charles P. & Paulette S. Multhauf, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

**Property Address:**

1922 North 9<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot 8 in Block 6 of Assessment Subdivision No. 12 in the City of Sheboygan, according to the recorded plat thereof.

**Tax Key Number:**

59281705430



**Mortgages:**

Charles P. & Paulette S. Multhauf, 211 Amherst Avenue, Sheboygan Falls, WI 53085, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

**Judgments/Liens:**

Judgment executed against Anthony Hughes in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000975, entered May 14, 2018 and docketed May 17, 2018 at 3:39 p.m. in the principal sum of \$729.08 (Attorney Zachary W. Spaciel).

Judgment executed against Lisa A. Hughes in favor of Aurora Health Care Central, Inc., P.O. Box 343910, Milwaukee, WI 53215 and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 2016SC001631, entered October 26, 2016 and docketed November 9, 2016 at 12:10 p.m. in the principal sum of \$9,859.08 (Attorney John M. Heuer).

Judgment executed against Lisa M. Hughes in favor of United One Credit Union, 1117 S 10<sup>th</sup> St., Manitowoc, WI 54220 US, Sheboygan County Circuit Court Case Number 2024SC001790, entered October 14, 2024 and docketed October 15, 2024 at 1:25 p.m. in the principal amount of \$921.84. (No attorney listed).

Judgment executed against Anthony Hughes in favor of LVNV Funding LLC, c/o Messerli & Kramer PA, 3033 Campus Drive Suite 250, Plymouth, MN 55441 US, Sheboygan County Circuit Court Case Number 2024SC001253, entered July 29, 2024 and docketed August 6, 2024 at 7:00 a.m. in the principal amount of \$1,043.71. (Attorney James E. Kachelski).

Child Support Lien against Anthony Dewayne Hughes, D.O.B. January 17, 1973, Filed May 5, 2024 as Docket Number 780866 in the amount of \$22,502.64, Rock County.

Child Support Lien against Anthony MS Hughes, D.O.B. April 2, 1992, Filed September 8, 2024 as Docket Number 789440 in the amount of \$827.13, Sauk County.

Special charges by the City of Sheboygan against Anthony and Lisa Hughes, 1922 N. 9<sup>th</sup> St., Sheboygan, WI 53081, for delinquent water in the amount of \$908.81.

**Taxes:**

Certificate No.: 545  
Tax Year: 2021  
Sale Year: 2022  
PRINCIPAL Sum of Lien: \$1,681.73

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Divorce Filed #2021FA000242.

**PARCEL NO. 59281712620**

**Owner(s) of Record:**

Todd P. Kopetsky and Sarah J. Kopetsky, as single persons, by virtue of a Warranty Deed, dated October 13, 1994 and recorded October 19, 1994 at 8:26 a.m. in Volume 1365 of Records, page 596 as Document Number 1414082. (Note: Divorce granted December 11, 2019, Sheboygan County Case Number 2019FA000254).

**Property Address:**

1430 Pershing Avenue, Sheboygan, WI 53083

**Legal Description:**

Lots 17 and 18 in Block 9 of Lake Shore Division, City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281712620

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment executed against Todd Kopetsky in favor of Ford Motor Credit Company, LLC, c/o Gurstel Law Firm P.C., 622 N. Water Street #400, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 2021SC000648, entered May 17, 2021 and docketed February 15, 2022 at 10:57 a.m. in the principal sum of \$3,674.60 (Attorney Anjali Sharma).

Judgment executed against Todd Kopetsky in favor of Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, Sheboygan County Circuit Court Case Number 2022SC000842, entered July 26, 2022 and docketed September 13, 2022 at 4:36 p.m. in the principal sum of \$7,794.02 (Attorney Kayla A. Paleka).

Judgment executed against Todd P. Kopetsky in favor of Citibank, N.A., 5800 South Corporate Place, Sioux Falls, SD 57108, Sheboygan County Circuit Court Case Number 2020SC001347, entered November 2, 2020 and docketed April 1, 2021 at 8:50 a.m. in the principal sum of \$3,476.12 (Attorney Evan R. Fingert).

Judgment executed against Todd P. Kopetsky in favor of Dept. of Workforce Development – No address listed, Sheboygan County Circuit Court Case Number 2023UC000075, entered June 29, 2023 and docketed June 29, 2023 at 9:51 a.m. in the principal sum of \$1,490.00. (No attorney listed).

Judgment executed against Todd Kopetsky in favor of Sheboygan County, 525 North Sixth Street, Sheboygan, WI 53081 US, Sheboygan County Circuit Court Case Number 2024SC002166, entered December 2, 2024 and docketed December 4, 2024 at 3:51 p.m. in the principal amount of \$2,017.33. (Attorney Oliver M. Bauer).

Special charges by the City of Sheboygan against Todd P and Sarah J Kopetsky, 1430 Pershing Ave., Sheboygan, WI 53083, for delinquent water in the amount of \$276.68.

**Taxes:**

Certificate No.:	564
Tax Year:	2021
Sale Year:	2022
PRINCIPAL Sum of Lien:	\$1,229.74

The date by which interest and penalty needs to be computed is 02/01/2022.

**Other:**

Easement as referenced in Quit Claim Deed, dated April 29, 1983 and recorded May 20, 1983 at 3:07 p.m. in Volume 935 of Records, page 662 as Document Number 1088037.



Sewer and Water Connection "Swear Off", dated March 25, 1981 and recorded March 27, 1981 at 10:15 a.m. in Volume 897 of Records, page 673 as Document Number 1065231.

Divorce Judgment 2019FA000254.

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(The rest of this page intentionally left blank)

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

**NOTICE OF COMMENCEMENT OF PROCEEDING  
IN REM. TO FORECLOSE TAX LIENS  
BY SHEBOYGAN COUNTY**

**TAKE NOTICE** that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Fifty-One, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated April 7, 2025, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on April 7, 2025. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

**TAKE FURTHER NOTICE** that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer and Real Property Listing of Sheboygan County and will remain posted for public inspection up to and including June 6, 2025, which date is hereby fixed as the last day for redemption.

**TAKE FURTHER NOTICE** that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said June 6, 2025, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

**SHEBOYGAN COUNTY**

By: Laura Henning-Lorenz  
**LAURA HENNING-LORENZ**  
County Treasurer

**PETITION**

**SHEBOYGAN COUNTY** petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment, forever barring and foreclosing all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 3<sup>rd</sup> day of April, 2025.

**SHEBOYGAN COUNTY**

By: *Laura Henning-Lorenz*  
**LAURA HENNING-LORENZ**  
 County Treasurer

STATE OF WISCONSIN )  
 ) ss:  
 SHEBOYGAN COUNTY )

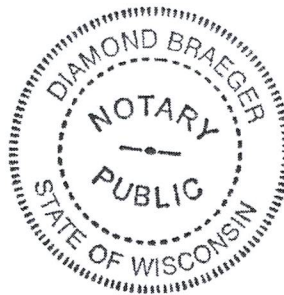
**LAURA HENNING-LORENZ**, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

*Laura Henning-Lorenz*  
**LAURA HENNING-LORENZ**  
 County Treasurer

Subscribed and sworn to before me  
 this 3<sup>rd</sup> day of April, 2025.

*Diamond Braeger*  
 Diamond Braeger, Notary Public  
 State of Wisconsin

My Commission expires November 20, 2026



Office of the Corporation Counsel  
 SHEBOYGAN COUNTY  
 2124 Kohler Memorial Drive – Suite 310  
 Sheboygan, WI 53081-3174

**CITY OF SHEBOYGAN  
R. C. 4-25-26**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred R. C. No. 283-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 122-24-25 by City Clerk submitting a claim by Karina Berdyck for alleged damages to vehicle when it was hit by City property; recommends filing the document.

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. C. 283-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 14, 2025.**

Your Committee to whom was referred R. O. No. 122-24-25 by City Clerk submitting a claim by Karina Berdyck for alleged damages to vehicle when it was hit by City property; recommends referring to the Finance and Personnel Committee of the 2025-2026 council year.

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. 122-24-25**

**BY CITY CLERK.**

**MARCH 17, 2025.**

Submitting a claim by Karina Berdyck for alleged damages to vehicle when it was hit by City property.





## 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: Karina Berdyck

Home Address of Claimant: 3333 N. 9th Street Sheboygan

Home Phone Number of Claimant: 920 782 0826

Name and Address of Other Person(s) Injured (if applicable): N/A

S3083

#### Occurrence Information

Date and Time of Day Damage or Injury Occurred: Thursday 2/6/25 3-4pm?

Full Description of Where Damage or Injury Occurred: The gas grill outside of Station 1 got taken by the wind and hit the front of my car that was parked in lot 6 at city hall.

Full Description of How Damage or Injury Occurred:

There are scratches on the hood and grill. There is one dent and several blemishes where paint is chipping off



**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): \_\_\_\_\_
- Claimant's Statement of the basis of such liability: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- Public Property alleged to be dangerous: gas grill at Fire Station 1 was not secured
- Claimant's Statement of the basis of such liability: The grill is connected to a gas line right next to the parking lot (lot 5) and it is not secured to the ground or building.

Give a description of the injury, property damage, and/or loss so far as is known at this time:

Auto damage to my vehicle. Scratches on the hood, one dent and several small blemishes on the hood & grill on the front end of my car.

**Monetary Estimate Information**

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

- Auto: \$ \_\_\_\_\_
- ~~Property:~~ \$ \_\_\_\_\_
- ~~Personal Injury:~~ \$ \_\_\_\_\_
- ~~Other:~~ \$ \_\_\_\_\_

☐ If other, please specify:

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

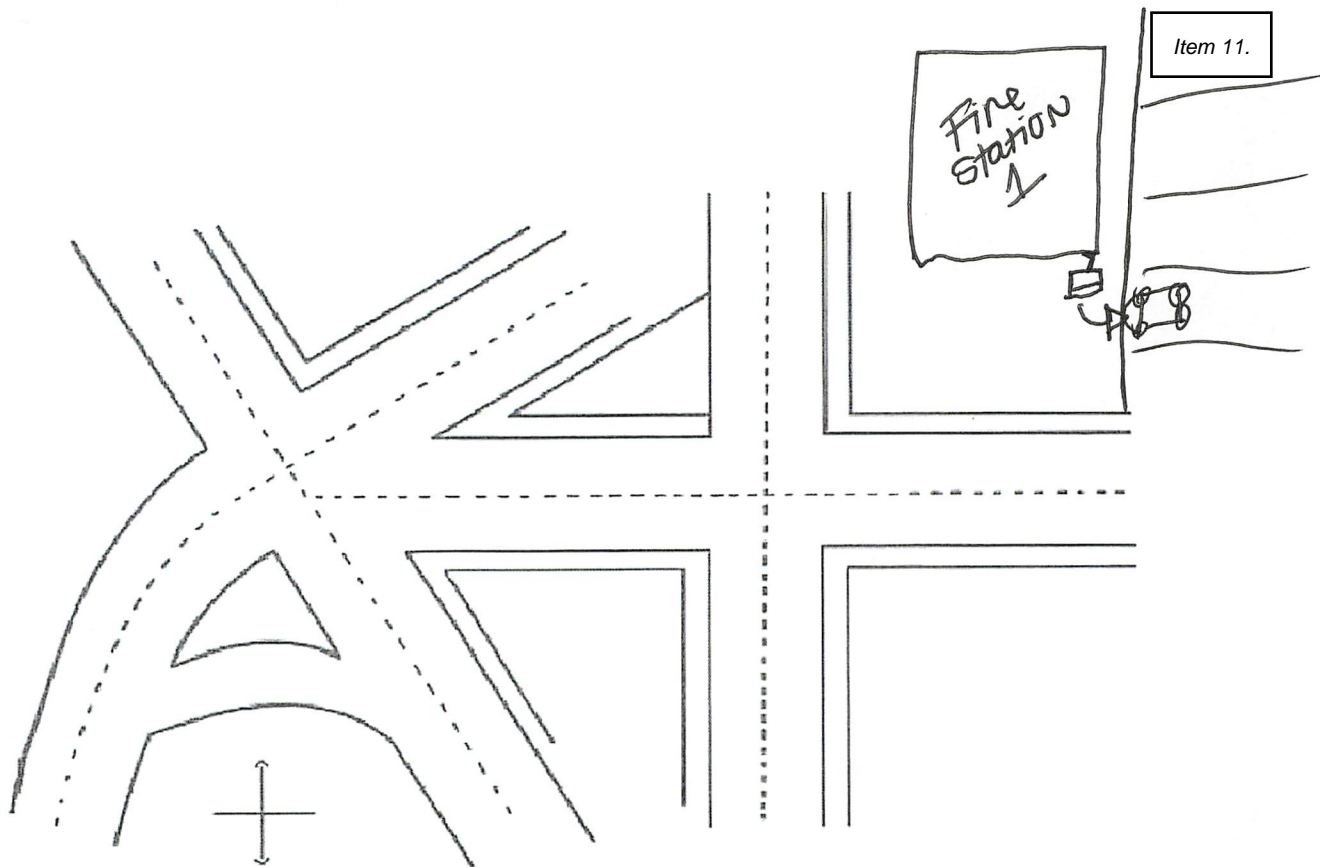
Two estimates must be attached if you are claiming damage to a vehicle. Complete the following section (if applicable):

- Vehicle Make: VW Tiguan
- Vehicle Model: SE
- Year of Vehicle: 2022
- Mileage of Vehicle: 50,800 miles
- Name and addresses of witnesses, doctors, and/or hospitals: N/A

### 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.



Item 11.

### 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 \$ TBD

*waiting on 3rd quote from Van Horn*

### 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.

Claimant Signature: \_\_\_\_\_

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

*[Signature]*  
*2/13/2025*

Claimant Address: 3333 N. 9th Street Sheboygan WI  
53083

To Be Completed by the City of Sheboygan

Date Received: 3-5-2025

Received By: Melissa Clevenor

Claim Number: 21-24

**CITY OF SHEBOYGAN  
R. C. 7-25-26**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred R. O. No. 129-24-25 by City Clerk submitting a claim from Melissa Clevenger for alleged damages to vehicle when it was hit by city property; recommends filing the document.

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. 129-24-25**

**BY CITY CLERK.**

**APRIL 14, 2025.**

Submitting a claim from Melissa Clevenger for alleged damages to vehicle when it was hit by City property.



# 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: Melissa Clevenger

Home Address of Claimant: W1973 Fairfield Lane Sheboygan, WI 53083

Home Phone Number of Claimant: 920-627-3529

Name and Address of Other Person(s) Injured (if applicable): N/A

### Occurrence Information

Date and Time of Day Damage or Injury Occurred: Thursday, February 6, 2025 3-4p.m.?

Full Description of Where Damage or Injury Occurred: The gas grill which was sitting outside of Fire Station 1 got taken in the wind and the side of my vehicle which was parked in lot 5 of City Hall.

Full Description of How Damage or Injury Occurred: There are scratches and two dents on the passenger side of my vehicle from the gas grill blowing in the high winds from the Fire Department.

## 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): \_\_\_\_\_
- Claimant's Statement of the basis of such liability: One of the firemen stood outside by my vehicle waiting for me to come out to tell me that my vehicle and the vehicle next to me got hit by their gas grill when it flew from the wind.

- Public Property alleged to be dangerous: The gas grill outside of Fire Station 1 was not secured during wind storm.
- Claimant's Statement of the basis of such liability: The Fire Station's gas grill is right next to parking lot 5 and it is not secured.

Damage to the passenger side of my vehicle from gas grill. 2 dents and several scratches/scruffs.  
(In pictures one picture is by windshield I told them to not put that on estimate)

### Monetary Estimate Information

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

- Auto: \$ 4,403.73 (this was the cheaper estimate)
- Property: \$
- Personal Injury: \$
- Other: \$

N/A

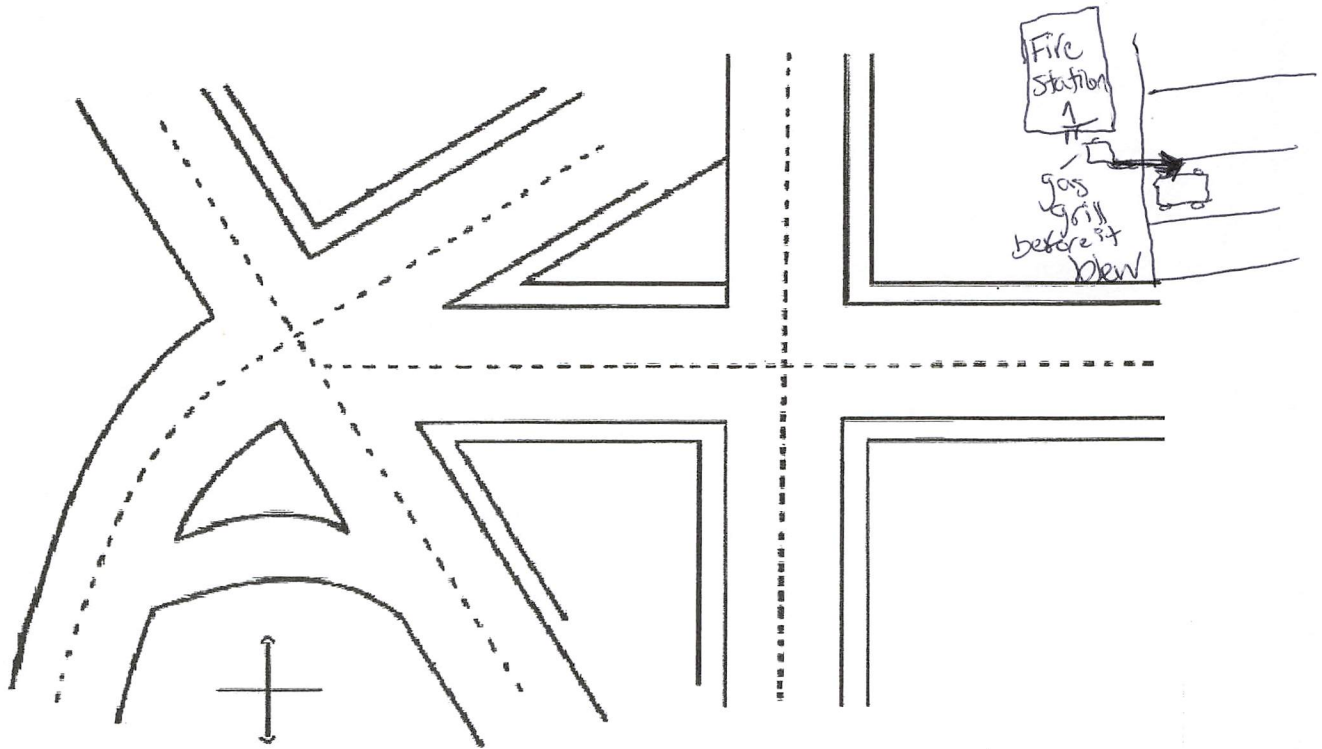
Two estimates must be attached if you are claiming damage to a vehicle. Complete the following section (if applicable):

- Vehicle Make: Chevrolet
  - Vehicle Model: Blazer (premier blackout edition)
  - Year of Vehicle: 2020
  - Mileage of Vehicle: 57,147 miles
  - Name and addresses of witnesses, doctors, and/or hospitals: N/A
- 
- 

### **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 \$ 4,403.73.

### 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.

Claimant Signature: Melissa Cleverger  
 Date: 4/8/2025



Claimant Address: W1973 Fairfield Lane, Sheboygan, WI-53083

**To Be Completed by the City of Sheboygan**

Date Received: 4/9/2025

Received By: Auditha D. B.

Claim Number: 22-24

**JOE VAN HORN CHEVROLET COLLISION CENTER****3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI 53073****Phone: (920) 893-6361, Fax: (920) 893-0953****Image Report**

Owner:	Clevenger, Melissa	Insurance:		Estimator:	Aaron May	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2020	Color:	Black	License Plate:	HAUNTS	Production Date:	9/2019
Make:	CHEV	Body Style:	4D UTV	State:	WI	Mileage In:	
Model:	Blazer Premier AWD	Engine:	6-3.6L Gasoline ...	VIN:	3GNKBLS0LS553194	Condition:	



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



**JOE VAN HORN CHEVROLET COLLISION CENTER****3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI 53073****Phone: (920) 893-6361, Fax: (920) 893-0953****Image Report**

Owner:	Clevenger, Melissa	Insurance:		Estimator:	Aaron May	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2020	Color:	Black	License Plate:	HAUNTS	Production Date:	9/2019
Make:	CHEV	Body Style:	4D UTV	State:	WI	Mileage In:	
Model:	Blazer Premier AWD	Engine:	6-3.6L Gasoline ...	VIN:	3GNKBLS0LS553194	Condition:	



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



**JOE VAN HORN CHEVROLET COLLISION CENTER****3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI 53073****Phone: (920) 893-6361, Fax: (920) 893-0953****Image Report**

Owner:	Clevenger, Melissa	Insurance:		Estimator:	Aaron May	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2020	Color:	Black	License Plate:	HAUNTS	Production Date:	9/2019
Make:	CHEV	Body Style:	4D UTV	State:	WI	Mileage In:	
Model:	Blazer Premier AWD	Engine:	6-3.6L Gasoline ...	VIN:	3GNKBLRS0LS553194	Condition:	



4/4/2025  
Comments:



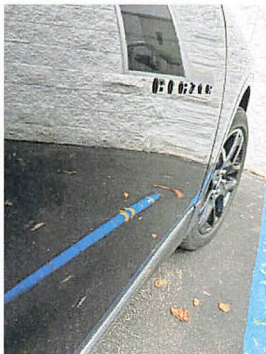
4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments: *Not in estimate.*



**JOE VAN HORN CHEVROLET COLLISION CENTER****3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI 53073****Phone: (920) 893-6361, Fax: (920) 893-0953****Image Report**

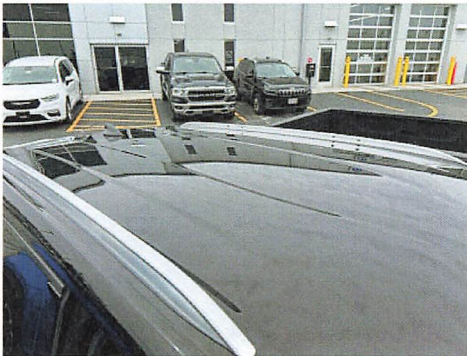
Owner:	Clevenger, Melissa	Insurance:		Estimator:	Aaron May	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2020	Color:	Black	License Plate:	HAUNTS	Production Date:	9/2019
Make:	CHEV	Body Style:	4D UTV	State:	WI	Mileage In:	
Model:	Blazer Premier AWD	Engine:	6-3.6L Gasoline ...	VIN:	3GNKBLRS0LS553194	Condition:	



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:



4/4/2025  
Comments:

# JOE VAN HORN CHEVROLET COLLISION CENTER

3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI 53073

Phone: (920) 893-6361, Fax: (920) 893-0953

Item 12.

## Image Report

Owner:	Clevenger, Melissa	Insurance:		Estimator:	Aaron May	Vehicle Out:
Job Number:		Claim Number:				
Year:	2020	Color:	Black	License Plate:	HAUNTS	Production Date: 9/2019
Make:	CHEV	Body Style:	4D UTV	State:	WI	Mileage In:
Model:	Blazer Premier AWD	Engine:	6-3.6L Gasoline ...	VIN:	3GNKBLS0LS553194	Condition:



4/4/2025

Comments:



# JOE VAN HORN CHEVROLET COLLISION CENTER

FAMILY BORN EMPLOYEE OWNED  
3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI  
53073  
Phone: (920) 893-6361  
FAX: (920) 893-0953

Workfile ID:  
Federal ID:

9aff9e4  
39-1052350

Item 12.

## Preliminary Estimate

**Customer: Clevenger, Melissa**

**Job Number:**

Written By: Aaron May

Insured: Clevenger, Melissa  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
Clevenger, Melissa  
(920) 627-3529 Cell

**Inspection Location:**  
JOE VAN HORN CHEVROLET COLLISION  
CENTER  
3008 EASTERN AVE, P.O. BOX 298  
Plymouth, WI 53073  
Repair Facility  
(920) 893-6361 Business

**Insurance Company:**

## VEHICLE

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection Black

VIN: 3GNKBLS0LS553194  
License: HAUNTS  
State: WI

Interior Color:  
Exterior Color: Black  
Production Date: 9/2019

Mileage In:  
Mileage Out:  
Condition:  
Vehicle Out:  
Job #:

### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

### POWER

Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat  
Memory Package

### DECOR

Dual Mirrors  
Body Side Moldings  
Privacy Glass

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Rear Window Wiper  
Telescopic Wheel  
Heated Steering Wheel  
Climate Control  
Navigation System  
Backup Camera  
Parking Sensors  
Remote Starter

AM Radio  
FM Radio  
Stereo  
Search/Seek  
Auxiliary Audio Connection  
Premium Radio  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Head/Curtain Air Bags  
Communications System

Blind Spot Detection  
**ROOF**  
Luggage/Roof Rack

### SEATS

Bucket Seats  
Leather Seats  
Heated Seats  
Rear Heated Seats  
Ventilated Seats

### WHEELS

20" Or Larger Wheels

### PAINT

Clear Coat Paint

### OTHER

Signal Integrated Mirrors

### TRUCK

Customer: Clevenger, Melissa

Job Number:

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection Black

Console/Storage  
**CONVENIENCE**

Home Link  
**RADIO**

Hands Free Device  
Xenon or L.E.D. Headlamps

Power Trunk/Liftgate



Customer: Clevenger, Melissa

Job Number:

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER &amp; GRILLE</b>					
2	R&I	R&I bumper cover				2.3	
		Note: Time includes fender wheel opening moldings, skid plate, outer reinforcement, absorber, air deflector, side covers, fender liners, headlamp bezels, grille assembly and harness.					
3	R&I	RT Side cover				0.5	
		Note: Time is after bumper cover is removed.					
4	*	Rpr RT Side cover				<u>1.0</u>	1.6
5		Add for Clear Coat					0.6
6		<b>FRONT LAMPS</b>					
7	R&I	RT R&I headlamp assy				0.3	
8	R&I	LT R&I headlamp assy				0.3	
9	Repl	Aim headlamps		1		0.5	
10		<b>FENDER</b>					
11	R&I	LT Wheel opng mldg paint to match				Incl.	
12	Repl	RT Wheel opng mldg paint to match	84703073	1	145.37	Incl.	0.6
13		Add for Clear Coat					0.1
14	R&I	RT Fender liner				Incl.	
15	*	Rpr RT Fender				<u>1.5</u>	1.8
16		Overlap Minor Panel					-0.2
17		Add for Clear Coat					0.6
18		<b>COWL</b>					
19	*	R&I RT Side cover				<u>0.2</u>	
20		<b>FRONT DOOR</b>					
21	*	Rpr RT Door shell				<u>1.0</u>	2.2
22		Overlap Major Adj. Panel					-0.4
23		Add for Clear Coat					0.4
24	R&I	RT Lower molding Premier				0.3	
25	Repl	RT Nameplate "BLAZER" black/red	84925950	1	66.75	0.2	
		Note: Part can not be reused					
26	Repl	RT Belt molding	84901899	1	63.62	0.3	
		Note: PARTS: Part cannot be reused/reinstalled.					
27	*	R&I RT Mirror assy w/signal lamp, w/o surround view w/memory				<u>0.5</u>	
28	R&I	RT Handle, outside w/chrome				0.4	
29	R&I	RT R&I trim panel				0.5	
30		<b>REAR DOOR</b>					
31	*	Rpr RT Door shell				<u>1.0</u>	2.1
32		Overlap Major Adj. Panel					-0.4
33		Add for Clear Coat					0.3
34	Repl	RT Belt molding	84901901	1	60.33	0.3	

Customer: Clevenger, Melissa

Job Number:

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection Black

Note: PARTS: Part cannot be reused/reinstalled.

35	R&I	RT Lower molding Premier			0.3	
36	R&I	RT Handle, outside w/chrome			0.4	
37	R&I	RT R&I trim panel			0.5	
38	<b>QUARTER PANEL</b>					
39	*	Rpr	RT Quarter panel		<u>1.0</u>	<u>0.0</u>
Note: Buff small scuff on quarter						
40	<b>VEHICLE DIAGNOSTICS</b>					
41	*	Subl	Pre-repair scan	1	<u>93.00</u>	X m
42	*	Subl	Post-repair scan	1	<u>93.00</u>	X m
43	#	Rpr	Disconnect Battery		0.3	M
44	#		Memory Fuction Resets	1	0.2	
45	<b>MISCELLANEOUS OPERATIONS</b>					
46	*	Repl	Cover car/bag	1	<u>10.00</u>	<u>0.0</u> <u>0.2</u>
47	#	Subl	Hazardous Waste Removal	1	8.00	
48	#	Refn	Mask Jamb			0.5
49	#		Shop Supplies	1	30.00	
50	#		Feather,prime and block	1		1.0
51	#	Rpr	Color Sand and Buff			1.0
52	#	Repl	Corrosion Protection Primer	1	15.00	0.3
53	#	Repl	Flex additive	1	7.00	
54	#		Clean & re-tape mldg(s)	1	10.00	0.5
55	#		Calibrations +30%	1	1,467.10	
<b>SUBTOTALS</b>					<b>2,069.17</b>	<b>15.3 12.3</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			1,883.17
Body Labor	15.0 hrs @	\$ 77.00 /hr	1,155.00
Paint Labor	12.3 hrs @	\$ 77.00 /hr	947.10
Mechanical Labor	0.3 hrs @	\$ 186.00 /hr	55.80
Paint Supplies	12.3 hrs @	\$ 53.00 /hr	651.90
Miscellaneous			186.00
Subtotal			4,878.97
Sales Tax	\$ 4,692.97 @	5.5000 %	258.11
<b>Grand Total</b>			<b>5,137.08</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>5,137.08</b>

MyPriceLink Estimate ID / Quote ID:

1337499353438232576 / 144437530

**Customer: Clevenger, Melissa****Job Number:**

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection Black

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GF19, CCC Data Date 04/01/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

**Customer: Clevenger, Melissa**

**Job Number:**

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection Black

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**SHEBOYGAN CHEVROLET GMC  
CADILLAC**

Workfile ID:  
Federal ID:

4 Item 12.  
83-0747810

E-mail: collisioncenter@sheboyganauto.com  
3400 S BUSINESS DR, SHEBOYGAN, WI 53081  
Phone: (920) 459-6855  
FAX: (920) 459-6286

**Preliminary Estimate**

**Customer: CLEVENGER, MELISSA**

**Job Number:**

Written By: Scott Stolper

Insured: CLEVENGER, MELISSA  
Type of Loss:  
Point of Impact: 19 All Over

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 7

**Owner:**  
CLEVENGER, MELISSA  
W1973 FAIRFIELD LN  
SHEBOYGAN, WI 53083  
(920) 627-3529 Cell

**Inspection Location:**  
SHEBOYGAN CHEVROLET GMC CADILLAC  
3400 S BUSINESS DR  
SHEBOYGAN, WI 53081  
Repair Facility  
(920) 459-6855 Business

**Insurance Company:**

**VEHICLE**

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection BLACK

VIN: 3GNKBLRS0LS553194	Interior Color:	Mileage In: 57,165	Vehicle Out:
License: HAUNTS	Exterior Color: BLACK	Mileage Out:	
State: WI	Production Date: 9/2019	Condition:	Job #:

**TRANSMISSION**

Automatic Transmission  
4 Wheel Drive

**POWER**

Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat  
Memory Package

**DECOR**

Dual Mirrors  
Body Side Moldings  
Privacy Glass  
Console/Storage

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Rear Window Wiper

Telescopic Wheel

Heated Steering Wheel

Climate Control

Navigation System

Backup Camera

Parking Sensors

Remote Starter

Home Link

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Premium Radio

Satellite Radio

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Head/Curtain Air Bags

Communications System

Hands Free Device

Xenon or L.E.D. Headlamps

Blind Spot Detection

**ROOF**

Luggage/Roof Rack

**SEATS**

Bucket Seats

Leather Seats

Heated Seats

Rear Heated Seats

Ventilated Seats

**WHEELS**

20" Or Larger Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Signal Integrated Mirrors

**TRUCK**

Power Trunk/Liftgate

Get live updates at [www.carwise.com/e/53YgqK](http://www.carwise.com/e/53YgqK)

Customer: CLEVINGER, MELISSA

Job Number:

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER &amp; GRILLE</b>					
2	R&I	R&I bumper cover				2.3	
3	R&I	RT Side cover				0.5	
4	* <>	Rpr RT Side cover				<u>0.5</u>	1.6
5		Add for Clear Coat					0.6
6		<b>FRONT LAMPS</b>					
7	R&I	RT R&I headlamp assy				0.3	
8		<b>FENDER</b>					
9	*	Rpr RT Fender				<u>3.0</u>	1.8
10		Overlap Major Non-Adj. Panel					-0.2
11		Add for Clear Coat					0.3
12		Add for Edging					0.5
13	#	Rpr PostScan				0.5 M	
14	R&I	RT Fender liner				Incl.	
15	*	Rpr RT Wheel opng mldg paint to match				<u>0.5</u>	0.6
16		Overlap Minor Panel					-0.2
17		Add for Clear Coat					0.1
18		<b>ELECTRICAL</b>					
19	Repl	Valve assy	13598909	1	19.64	Incl.	
20		<b>WHEELS</b>					
21	*	Repl RT/Rear Wheel, alloy 20" code: SP5	84156133	1	<u>667.52</u> m	0.3	
Note: CORRECT WHEEL IS NOT LISTED IN CCC. CORRECTED TO PROPER WHEEL AS PER GM PARTS CATALOG							
22		<b>FRONT DOOR</b>					
23	*	Rpr RT Door shell				<u>2.0</u>	2.2
24		Overlap Major Adj. Panel					-0.4
25		Add for Clear Coat					0.4
26		Add for Edging					0.5
27	*	R&I RT Belt molding				<u>0.3</u>	
28		R&I RT Applique				0.2	
29		R&I RT Lower molding Premier				0.3	
30		Repl RT Nameplate "BLAZER" black	84188528	1	66.75	0.2	
31	*	R&I RT Mirror assy w/signal lamp, w/o surround view w/memory				<u>0.5</u>	
32		R&I RT Moveable glass GM				0.5	
33		R&I RT Fixed glass GM				0.3	
34		R&I RT Handle, outside w/chrome				0.4	
35		R&I RT R&I trim panel				0.5	
36		<b>REAR DOOR</b>					
37	*	Rpr RT Door shell				<u>2.0</u>	2.1
38		Overlap Major Adj. Panel					-0.4
39		Add for Clear Coat					0.3

Customer: CLEVENGER, MELISSA

Job Number:

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection BLACK

40		Add for Edging				0.5
41	*	R&I RT Belt molding			<u>0.3</u>	
42		R&I RT Front applique			0.3	
43		R&I RT Rear applique			0.3	
44		R&I RT Lower molding Premier			0.3	
45		R&I RT Door glass GM w/privacy			0.5	
46		R&I RT Run w'strip			0.3	
47		R&I RT Handle, outside w/chrome			0.4	
48		R&I RT R&I trim panel			0.5	
49		<b>QUARTER PANEL</b>				
50	*	Rpr RT Quarter panel			<u>1.0</u>	<u>2.0</u>
51		Overlap Major Adj. Panel				-0.4
52		Add for Clear Coat				0.3
53		Add for Edging				0.3
54		Add for Lock Pillar				0.5
55		R&I RT Wheelhouse liner			Incl.	
56		R&I RT Applique			0.2	
57	*	Rpr RT Wheel opng mldg painted			<u>0.5</u>	0.5
58		Overlap Minor Panel				-0.2
59		Add for Clear Coat				0.1
60	*	Subl RT Quarter glass GMC w/privacy	1	<u>131.25</u> T		
61		<b>REAR LAMPS</b>				
62		R&I RT Tail lamp			0.2	
63		<b>REAR BUMPER</b>				
64		R&I R&I bumper cover			1.5	
65		R&I RT Side cover			0.3	
66		<b>MISCELLANEOUS OPERATIONS</b>				
67	#	Subl Hazardous waste removal	1	3.00 T		
68	#	Repl Flex additive	1	6.00 T		
69	#	Repl Cover Car	1	5.00 T		
70	#	Subl Tire mount & wheel balance	1	25.00 T		
71	#	Rpr PreScan			0.5 M	
<b>SUBTOTALS</b>				<b>924.16</b>	<b>22.2</b>	<b>13.4</b>

Customer: CLEVINGER, MELISSA

Job Number:

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection BLACK

## ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					885.16
Body Labor	21.2 hrs	@		\$ 70.00 /hr	1,484.00
Paint Labor	13.4 hrs	@		\$ 70.00 /hr	938.00
Mechanical Labor	1.0 hrs	@		\$ 157.99 /hr	157.99
Paint Supplies	13.4 hrs	@		\$ 50.00 /hr	670.00
Miscellaneous					39.00
Subtotal					4,174.15
Sales Tax	\$ 4,174.15	@		5.5000 %	229.58
<b>Grand Total</b>					<b>4,403.73</b>

## MyPriceLink Estimate ID / Quote ID:

1337518690517655552 / 144398032

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**Customer: CLEVENGER, MELISSA****Job Number:**

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection BLACK

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**Customer: CLEVENGER, MELISSA****Job Number:**

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection BLACK

**ALTERNATE PARTS USAGE**

2020 CHEV Blazer Premier AWD 4D UTV 6-3.6L Gasoline Direct Injection BLACK

VIN: 3GNKBLS0LS553194 Interior Color: Mileage In: 57,165 Vehicle Out:  
License: HAUNTS Exterior Color: BLACK Mileage Out:  
State: WI Production Date: 9/2019 Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	0	0

**CITY OF SHEBOYGAN  
R. C. 8-25-26**

**BY PUBLIC WORKS COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred Res. No. 7-25-26 by Alderpersons Dekker and Rust allowing Lakeshore Regional Child Advocacy Center to bring certified therapy dogs into their facility within the Uptown Social building; 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 7-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**MAY 5, 2025.**

A RESOLUTION allowing Lakeshore Regional Child Advocacy Center to bring certified therapy dogs into their facility within the Uptown Social building.

WHEREAS, Lakeshore Regional Child Advocacy Center (“LCAC”) provides trauma-informed forensic interviews, medical evaluations, and advocacy for children suspected of being maltreated; and

WHEREAS, LCAC rents space within Uptown Social, located at 1817 North 8<sup>th</sup> Street, which LCAC uses as its Sheboygan branch location; and

WHEREAS, LCAC desires to provide clients access to a certified therapy dog for emotional support while providing services; and

WHEREAS, the City does not otherwise regulate the conditions in which dogs or other pets may be brought into City buildings; and

WHEREAS, it is in the community’s best interest to support those who have been victimized by crime.

NOW, THEREFORE, BE IT RESOLVED: That LCAC may bring certified therapy dog(s) within their facility located at Uptown Social.

BE IT FURTHER RESOLVED: That the LCAC therapy dog(s) may be permitted in other areas within Uptown Social upon consent of the Director of Senior Services.

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. 9-25-26**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred R. O. No. 2-25-26 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing January 1, 2025 and ending March 31, 2025; recommends filing the document.

Committee:

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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. 2-25-26**

**BY FIRE CHIEF (ERIC MONTELLANO).**

**MAY 5, 2025.**

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing January 1, 2025 and ending March 31, 2025.

**2025 FIRST QUARTER REPORT**

	2023 EOY	2024 EOY	2024 YTD	2025 YTD
<b><u>Incident Types</u></b>				
Fires	87	80	18	20
Rescue & EMS	5,147	5,533	1,337	1,458
Non-Fires	1,409	1,465	357	371
<b>TOTAL</b>	<b>6,643</b>	<b>7,078</b>	<b>1,712</b>	<b>1,849</b>
<b><u>Incident Count Per Station</u></b>				
Station 1	2,032	2,161	546	548
Station 2	1,169	1,209	315	296
Station 3	1,652	1,824	387	466
Station 4	1,086	1,000	261	295
Station 5	556	640	165	177
Mutual Aid Given	85	76	11	20
Mutual Aid Received	56	22	5	1
Overlapping Calls (Percent)	63%	70%	88%	83%
Overlapping Calls (Count)	4,215	4,938	1,516	1,526
<b><u>Fire Loss</u></b>				
Incidents	60	67	18	14
Pre Incident Value	\$ 59,645,278	\$ 71,492,085	\$ 23,921,250	\$ 5,668,400
Property Loss	\$ 745,460	\$ 322,395	\$ 138,150	\$ 108,000
Content Loss	\$ 205,730	\$ 87,070	\$ 45,000	\$ 37,350
Total Loss	\$ 951,190	\$ 409,465	\$ 183,150	\$ 145,350
Average Loss	\$ 15,853	\$ 6,111	\$ 10,774	10382.14286
Property Saved	\$ 58,694,088	\$ 71,082,620	\$ 23,738,100	\$ 5,560,400
<b><u>Workload</u></b>				
Inspections	2,556	2,358	25	322
School Safety Programs (Students)	3,118	3,090	0	0
Public Events	105	112	9	6
Station Tours	16	42	4	0
Installed Smoke Alarms	79	96	13	6
Fire Training Hours	17,060	17,548	4,070	4772.58
EMS Training Hours	2,333	2,724	718	714.9
Investigations	78	75	18	13
<b><u>Effectiveness</u></b>				
ISO Rating	2	2	2	2

**CITY OF SHEBOYGAN  
R. C. 10-25-26**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred R. O. No. 5-25-26 by Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report for the Police Department for the period from January 1, 2025 to March 31, 2025; recommends filing the document.

Committee:

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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R.O. 5-25-26**

**BY POLICE CHIEF KURT ZEMPEL.**

**MAY 5, 2025.**

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report for the Police Department for the period from January 1<sup>st</sup>, 2025 to March 31<sup>st</sup>, 2025.

	Y-T-D 3/31/25	Y-T-D 3/31/24	2025 Goals	2024 Actual	2023 Actual
<b><u>Patrol and Investigations</u></b>					
Murder & Non-Negligent	0	1	0	2	0
Manslaughter					
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	10	10	60	62	50
Sex Offenses - Non-Forcible	1	6	15	22	10
Aggravated Assault	26	30	100	152	117
Select Crimes Against Persons Total	37	47	200	238	177
 Robbery	4	1	10	3	8
Burglary	5	7	100	42	65
Theft/Larceny	128	108	800	568	585
Motor Vehicle Theft	6	2	30	19	19
Arson	1	1	10	2	2
Select Crimes Against Property Total	144	119	950	634	679
 Percent of Offenses Cleared	75%	80%	70%	70%	61%
Value of Property Stolen	\$155,751	\$214,491	\$500,000	\$911,930	\$451,440
Value of Property Recovered	\$170,024	\$134,555	\$200,000	\$415,475	\$305,082
Percent of Stolen Recovered	103%	63%	40%	46%	68%
 Accident Investigations	327	371	1,500	1,433	1,390
Traffic Stops	1,571	1,415	No Goal	5,335	5,382
Traffic Arrests	1,017	1,048	No Goal	3,842	3,897
Other Arrests	702	662	No Goal	2,986	2,943
Speed Trailer Deployments	8	1	20	15	10
HVEE Deployments	148	96	12	416	210
Parking Tickets Issued	705	5,763	10,000	9,174	8,274
Bicycles Recovered	13	26	150	161	198
Involuntary Commitments	15	18	No Goal	51	110
 <b><u>Administration</u></b>					
District Attorney Request for Digital Evidence	385	333	2,750	975	1,156
Open Records Requests	1,875	1,497	4,000	5,855	6,045
Nixle Messages Sent	11	10	250	48	60
Press Releases	3	2	50	16	15
Tweets	7	10	350	38	61
Facebook Followers*	22,372	19,185	23,000	22,107	18,503
Reported Crime Maps	27	28	104	96	98
Crime Comparison Reports	11	7	26	22	25



**CITY OF SHEBOYGAN  
R. C. 11-25-26**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred R. O. No. 9-25-26 by City Clerk submitting various license applications; recommends granting the licenses.

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. 9-25-26**

**BY CITY CLERK.**

**MAY 5, 2025.**

Submitting various license applications.

**CHANGE OF AGENT**

LaMarvon Jackson is replacing Mark A Peterson Sr. as agent effective immediately for Marc Cinemas located at 3226 Kohler Memorial Drive.

**CHANGE OF PREMISE**

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha's Bar	1054 Pennsylvania Avenue – Change of Premise May 31, 2025 to include current premise and entire parking lot area north and east of building.
3186	Suscha's Bar	1054 Pennsylvania Avenue – Change of premise June 7, 2025 to include current premise and entire parking lot area north and east of building.

**“CLASS B” LIQUOR LICENSE (June 30, 2026)(NEW)**

<u>No.</u>	<u>Name</u>	<u>Address</u>
3721	Bamboo Breeze LLC (Bamboo Breeze Bar and Lounge)	819 Michigan Avenue

**CITY OF SHEBOYGAN  
R. C. 12-25-26**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred R. C. No. 296-24-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 126-24-225 by City Clerk submitting various license applications; recommends granting Reserve Liquor license no. 3679 to Kue Yang LLC (Krazian Fuzian).

Committee:

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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 296-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**APRIL 14, 2025.**

Your Committee to whom was referred R. O. No. 126-24-25 by City Clerk submitting various license applications; recommends holding the following license:

“CLASS B” RESERVE LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3679	Kue Yang LLC (Krazian Fuzian)	906 S. 15 <sup>th</sup> Street

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. 126-24-25**

**BY CITY CLERK.**

**APRIL 2, 2025.**

Submitting various license applications.

**CHANGE OF PREMISE**

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennan's on Michigan	1101 Michigan Avenue – Change of Premise May 3-4, 2025 to include current premise and West and South parking lot.
3150	Craft 30	908 Michigan Avenue – Change of Premise June 20-22, 2025 to include current premise and Michigan Avenue from left of Trillings entrance, through the intersection of 9 <sup>th</sup> Street.

**“CLASS B” LIQUOR LICENSE** (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3718	Seagull Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street

**“CLASS B” RESERVE LIQUOR LICENSE** (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3679	Kue Yang LLC (Krazian Fuzian)	906 S. 15 <sup>th</sup> Street

**CITY OF SHEBOYGAN**

**R. O. 10-25-26**

**BY CITY CLERK.**

**MAY 19, 2025.**

Submitting a Summons and Complaint in the matter of Katherine Kobs v. City of Sheboygan.

MAY 15 '25 PM

Item 18.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN  
COUNTY

BRANCH \_\_\_\_\_

CLERK CIRCUIT COURT  
FILED

'25 MAY 13 PM 12:24

SHEBOYGAN COUNTY  
WISCONSIN

Katherine Kobs  
N8142 County Road QQ  
Malone, WI 53049

Plaintiff,

Case No. 10294

v.

(Case classification)

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081

(Code #): 30703

Defendant,

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**SUMMONS**

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THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within forty-five (45) days after 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 615 N 6th Street Sheboygan, WI 53081 and Plaintiff at N8142 County Road QQ Malone, WI 53049. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) 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 also may be enforced by garnishment or seizure of property.

Dated: May 8th, 2025

Katherine Kobs

“Electronically signed by”  
Katherine Kobs



STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN  
COUNTY  
BRANCH \_\_\_\_\_

CLERK CIRCUIT COURT  
FILED

'25 MAY 13 P12:24

SHEBOYGAN COUNTY  
WISCONSIN

Case No. 25CV0294

Katherine Kobs  
N8142 County Road QQ  
Malone, WI 53049

Plaintiff,

v.

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081

Defendant,

(Case classification)

(Code #): 30703

Amount claimed is greater  
than (statutory threshold  
dollar amount for claim).

## COMPLAINT

NOW COMES the Plaintiff, Katherine Kobs, and for a Complaint against the Defendant, City of Sheboygan, alleges and shows as follows:

### I. NATURE OF COMPLAINT

1. This is a complaint brought under the Wisconsin Fair Employment Act, Wis. Stat. § 111.31 et seq., the Wisconsin Wage Payment and Collection Law, Wis. Stat. § 109.01 et seq., and relevant provisions of the Fair Labor Standards Act to address unlawful employment practices committed by Defendant, the City of Sheboygan against Plaintiff Katherine Kobs, including discrimination on the basis of sex, sexual orientation, retaliation, and unlawful wage practices.

### II. JURISDICTION AND PROCEDURAL BACKGROUND

2. This Complaint is filed with the Equal Rights Division (ERD) under the WFEA and other applicable Wisconsin employment statutes.

3. Plaintiff previously filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission (EEOC) and received a Notice of Right to Sue dated March 6, 2025.
4. This filing is timely under Wis. Stat. § 111.39(1) and is intended to preserve Plaintiff's claims under state law, including remedies and enforcement mechanisms available through ERD.
5. Venue is proper because Defendant is located in Wisconsin and the alleged acts occurred in Sheboygan County, Wisconsin.

## PARTIES

1. Plaintiff, Katherine Kobs, is a resident of Fond du Lac County, Wisconsin.
2. Defendant, City of Sheboygan, is a Wisconsin municipal employer with its City Hall located at 828 Center Avenue, Sheboygan, WI.

## STATEMENT OF FACTS / CONDITIONS PRECEDENT

1. Plaintiff was employed by the City of Sheboygan from October 2022 - May 2023 and served in a de facto capacity performing duties consistent with that of a Human Resources Director.
2. During a critical period, Plaintiff performed the work of multiple human resources positions (Assistant, two Generalists, and Director) without proper compensation, despite the City of Sheboygan's internal acknowledgement of the excessive workload.
3. Plaintiff had advanced qualifications, that being a Master's of Science Degree in Leadership and Organizational Development with an emphasis in Human Resources Management and a Graduate Human Resources Management Certification along with holding SHRM-CP (Society for Human Resources Management – Certified Professional) credential.
4. Despite Plaintiff's qualifications, the City of Sheboygan hired a less experienced male candidate, Adam Westbrook, to fill the Director of Human Resources and Labor Relations position. Mr. Westbrook had minimal experience in Human Resources, a problematic employment history, and is facing felony charges.
5. The City of Sheboygan, nor Baker Tilly, conducted a proper background check on Adam Westbrook.
6. The Mayor, Ryan Sorenson, who chose Adam Westbrook for the Director of Human Resources and Labor Relations maintained a close relationship with Mr. Westbrook and shares the same sexual orientation. Their bias towards LGBTQ employees and hostility toward heterosexual women, including Plaintiff, was apparent and contributed to Plaintiff's mistreatment.
7. Plaintiff's supervisor, Mr. Westbrook, showed favoritism toward individuals who shared his sexual orientation. Plaintiff, a heterosexual woman, was targeted and marginalized.



8. Plaintiff was denied a promotion despite qualifications, in violation of Wis. Stat. § 111.322 and § 111.36(1)(b).

9. Mr. Westbrook demonstrated preferential treatment toward certain employees, failed to take corrective action when Plaintiff was harassed by a coworker, Barbara Hanson, and participated in retaliatory acts after Plaintiff raised concerns.

10. The City of Sheboygan has a zero tolerance policy for harassment. Mr. Westbrook allowed for the harassment to continue and the harasser was not given any discipline or terminated while Plaintiff worked for The City of Sheboygan.

11. Mr. Westbrook's conduct contributed to a work environment that was hostile and discriminatory, particularly toward Plaintiff, and failed to meet professional and ethical standards expected of supervisory personnel.

12. Plaintiff's supervisor is also a known member of the "Sisters of Perpetual Indulgence," a controversial group that blends performance art with LGBTQ activism. His affiliation and conduct further illustrate a pattern of ideological bias and discriminatory behavior within the workplace.

13. The Mayor, also a male, of the City of Sheboygan was publicly photographed at a rally in the city posing with members of the Sisters of Perpetual Indulgence including one member mocking the catholic church dressed as a nun. This rally and the Mayor's participation reflect a broader pattern of ideological alignment among city leadership that contributed to a hostile work environment and discriminatory actions against the Plaintiff.

14. Plaintiff was subjected to a workplace culture where expressions of religious belief were disfavored, and supervisors' conduct suggested ideological bias that contributed to a hostile work environment, particularly given Plaintiff's known Catholic faith Wis .Stat. §322.1325

15. Plaintiff's termination was allegedly based on "willful misconduct," for gossiping a claim unsupported by facts. It followed her report of harassment, discriminatory culture, and lack of support. No disciplinary process was followed, and Plaintiff was not given the opportunity to respond to the accusations.

16. Plaintiff reported discrimination and was wrongfully terminated without due process while at an official function on behalf of the City of Sheboygan out of state. Plaintiff's compensation was unlawfully withheld by Mr. Westbrook, in violation of Wis. Stat. § 109.03(1)–(2) , Wis. Stat. § 111.322(3) and 29 U.S.C. § 206 et seq. FLSA, Fair Labor Standards Act.

17. Plaintiff's accrued vacation time was withheld under the pretext of this "misconduct," which included no formal disciplinary history. Her earned wellness program incentives (Go365/HSA) were never paid which is a violation of Wis. Stat. § 109.03.

18. Prior to her termination, Plaintiff had discussed a performance-based bonus with Mr. Westbrook. While similar bonuses had been awarded to others in the same position (e.g., \$30,000 to a Finance Director serving temporarily), Plaintiff was told her acting up pay would only

amount to \$2,000. Which was never paid. Acting-up pay for higher-level duties was not provided as agreed, in violation of Wis. Stat. § 109.03(1) and FLSA.

19. When Plaintiff later filed a claim under the FLSA regarding this pay and other withheld benefits, a phone conversation with Mr. Westbrook that discussed her compensation mysteriously went missing from records. The City Attorney's office claimed no such record could be found. Deleting records subject to Open Records Statute is a violation of Wis. Stat. § 19.31-19.39

20. These facts, along with additional documented internal patterns of neglect, favoritism, discrimination, and retaliation, are supported by contemporaneous written logs and emails.

21. Ryan Sorenson and Adam Westbrook shared a close personal and professional relationship with each other to the detriment of Plaintiff.

22. Plaintiff experienced discrimination based on her sex and sexual orientation, contrary to Wis. Stat. § 111.321 and § 111.36.

23. Todd Wolf, previous City Administrator for City of Sheboygan, recommended Plaintiff for the Director of Human Resources and Labor Relations position.

24. Plaintiff mitigated her damages by accepting a new job after termination. However, the position pays less than the Director of Human Resources and Labor Relations at the City of Sheboygan.

25. The City of Sheboygan's actions were willful and in bad faith, entitling Plaintiff to liquidated damages under Wis. Stat. § 109.11 and 29 U.S.C. § 216(b).

## **CAUSES OF ACTION**

### **COUNT I – Sex Discrimination (Title VII and WFEA)**

Violation of 42 U.S.C. § 2000e-2(a) and Wis. Stat. § 111.321, § 111.322, and § 111.36

1. Defendant discriminated against Plaintiff on the basis of sex by denying her a promotion, treating her less favorably than male counterparts, and subjecting her to a hostile work environment.

### **COUNT II – Sexual Orientation Discrimination (Title VII and WFEA)**

Violation of 42 U.S.C. § 2000e-2(a) and Wis. Stat. §§ 111.321, 111.322, and 111.36

1. Defendant discriminated against Plaintiff based on her heterosexual orientation by favoring employees who shared the same sexual orientation as her supervisor, creating a hostile work environment, and subjecting Plaintiff to adverse employment actions, including denial of promotion and termination. This conduct constitutes unlawful



discrimination under both federal and Wisconsin law.

### **COUNT III – Retaliation (Title VII and WFEA)**

Violation of 42 U.S.C. § 2000e-3(a) and Wis. Stat. § 111.322(3)

1. Plaintiff engaged in protected activity by reporting discriminatory and retaliatory treatment. In response, Defendant retaliated against Plaintiff, culminating in her termination.

### **COUNT IV – Wage Violations (FLSA and Wisconsin Wage Law)**

Violation of 29 U.S.C. § 201 et seq., Wis. Stat. § 109.01–§ 109.11

1. Plaintiff performed duties of a higher classification (HR Director) but was not compensated accordingly.
2. Plaintiff's earned and accrued vacation time and wellness program incentives were unlawfully withheld upon termination.
3. These actions were taken in bad faith, entitling Plaintiff to full compensation, penalties, and liquidated damages under Wis. Stat. § 109.03, § 109.09, and FLSA § 216(b).

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Katherine Kobs respectfully requests that the Equal Rights Division grant the following relief:

1. A finding that the Defendant, City of Sheboygan, engaged in unlawful discrimination, retaliation, and wage violations in violation of the Wisconsin Fair Employment Act, the Wisconsin Wage Payment and Collection Law, and the Fair Labor Standards Act;
2. Reinstatement to Plaintiff's former position or an equivalent position, or in the alternative, an award of front pay in lieu of reinstatement;
3. Back pay, including lost wages, benefits, and other compensation from the date of the adverse employment action to the date of judgment;
4. Compensatory damages for emotional distress, loss of reputation, and other non-economic harms caused by Defendant's unlawful conduct;
5. Liquidated damages pursuant to Wis. Stat. § 109.11 and 29 U.S.C. § 216(b) for willful violations of wage laws;
6. Payment of all unpaid wages, accrued vacation, bonuses, and earned benefits, including

- wellness incentives and “acting-up” pay, with interest;
7. An order directing Defendant to cease and desist from engaging in discriminatory and retaliatory practices;
  8. Correction of Plaintiff’s Wisconsin Retirement System (WRS) records, including restoration of any lost service credit, contributions, and earnings, and remittance of any required employer and employee contributions for the relevant period;
  9. Reasonable attorney’s fees and costs, to the extent permitted by law, or reimbursement of out-of-pocket expenses if Plaintiff proceeds pro se;
  10. Any further legal or equitable relief as the Division deems just and proper.

#### JURY DEMAND

Plaintiffs demand a trial by a jury of twelve.

Dated: May 8th, 2025

“Electronically signed by”  
Katherine Kobs

STATE OF WISCONSIN CIRCUIT COURT \_\_\_\_ COUNTY  
BRANCH \_\_\_\_

CLERK CIRCUIT COURT  
FILED

'25 MAY 13 PM 2:24

SHEBOYGAN COUNTY  
WISCONSIN

Katherine Kobs  
N8142 County Road QQ  
Malone, WI 53049

Plaintiff

v.

Case No. 25CV0294

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081

30703

Defendant

### JURY DEMAND

Pursuant to Wis. Stat. § 805.01, Plaintiff Katherine Kobs, demands a trial by a jury of twelve and tenders the fee with this demand.

Dated: May 8th, 2025

Katherine Kobs  
Plaintiff

“Electronically signed by”  
Katherine Kobs

**CITY OF SHEBOYGAN****R. O. 11-25-26****BY CITY CLERK.****MAY 19, 2025.**

Submitting various license applications.

“CLASS B” LIQUOR LICENSE (June 30, 2026)(RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3355	Bentleys LLC (Sharpies on Broadway)	1645 S. 12 <sup>th</sup> Street
2192	Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
1699	Erin Hutton (On The House)	1153 High Avenue
1795	Luigi's Italian Restaurant – Sheboygan Inc. (Luigi's Italian Restaurant – Sheboygan)	2910 Kohler Memorial Drive
3198	Cynthia M. Goetsch (Skipper Inn)	808 Broadway Avenue
1936	Catering with Culinary Artists, LLC (Black Pig Restaurant)	821 N. 8 <sup>th</sup> Street
2100	Final Quest LLC (What's Up Bar & Grill)	1635 Michigan Avenue
3677	LJGreaisecook LLC (Al & Al's)	1502 S. 12 <sup>th</sup> Street
3217	Viand Hospitality LLC (Parker Johns BBQ and Pizza)	705 Riverfront Drive
3373	Union Tap Bar LLC (Union Avenue Tap)	1401 Union Avenue



1288	Riverview Club Inc. (Riverview Club) CLUB	626 N. 15 <sup>th</sup> Street
3418	Sheb Pro LLC (Fairfield Inn & Suites)	4117 S. Taylor Drive
3146	Bumps Grill Tavern LLC (Bumps Grill Tavern)	1902 S. 12 <sup>th</sup> Street
2807	Sheboygan Columbus Institute (Knights of Columbus)	833 Center Avenue
2085	Legend Larry's LLC (Legend Larry's)	733 Pennsylvania Avenue
3150	Brew Hub, LLC (Craft 30)	908 Michigan Avenue
3718	Seagull Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street
1337	Sheboygan Elks Lodge #299 Benevolent and Protective Order of Elks (Sheboygan Elks Lodge #299)	1943 Erie Avenue
3001	Ranieri LLC (Ranieri's Four of a Kind Bar & Grill)	811 Indiana Avenue
3404	Sheboygan Scenic Bar LLC (Scenic Bar & Restaurant)	1635 Indiana Avenue
3709	Chiang Mai Garden, LLC (Chiang Mai Garden)	823 Michigan Avenue
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue
3186	Lehmann LLC (Suscha's Bar)	1054 Pennsylvania Avenue

1286	Sheboygan Riverside Boat Club Inc. (Sheboygan Riverside Boat Club Inc.) CLUB	1228 A Wisconsin Avenue
1752	Patrick J Martin (The End Zone)	904 Indiana Avenue
1089	Dave's Who's Inn Inc. (Dave's Who's Inn Inc.)	835 Indiana Avenue

CLASS "B" BEER LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3646	Krishna Restaurant LLC (Curry Corner)	915 Erie Avenue
2696	Delavan Family Restaurant Inc. (Sheboygan's Family Restaurant)	2704 S. Business Drive
3430	Half Tree Studio LLC (Board and Brush Sheboygan)	528 N. 8 <sup>th</sup> Street
3449	Yangchee LLC (Toys Restaurant)	1229 N. 8 <sup>th</sup> Street
3407	Two Fingers LLC (Nanglo Momos and Curry)	1410 Indiana Avenue
2604	Z-Spot Espresso & Coffee, Inc. (Z-Spot Espresso & Coffee, Inc.)	1024 Indiana Avenue
2445	La Conquistadora, LLC (La Conquistadora, LLC)	1218 Indiana Avenue
3028	Harbor Winds Hotel LLC (Harbor Winds Hotel)	905 S 8 <sup>th</sup> Street
3693	Aneek Inc. (Executive Pub)	723 Center Avenue

3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
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“CLASS C” LICENSE (June 30, 2026) (RENEW)

2696	Delavan Family Restaurant Inc. (Sheboygan’s Family Restaurant)	2704 S. Business Drive
3407	Two Fingers LLC (Nanglo Momos and Curry)	1410 Indiana Avenue
3028	Harbor Winds Hotel LLC (Harbor Winds Hotel)	905 S. 8 <sup>th</sup> Street
3693	Aneek Inc. (Executive Pub)	723 Center Avenue
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive

“CLASS A” LIQUOR LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Aneek Inc. (Alex’s Corner Market)	723 Center Avenue
2820	Superior Discount Liquor Inc. (Superior Discount Liquor)	823 S. 8 <sup>th</sup> Street
3517	Union Asian Market LLC (Union Asian Market)	2022 S. 17 <sup>th</sup> Street
2702	OneGuide Inc. (Tietz’s Piggly Wiggly #331)	2905 N. 15 <sup>th</sup> Street
3214	OneGuide Inc. (Tietz’s Piggly Wiggly #332)	3124 S. Business Drive
3245	Skogen’s Foodliner, Inc. (Festival Foods)	595 S. Taylor Drive

2532	Fischer's Food & Liquor LLC (Fischer's Food & Liquor LLC)	4554 S. 12 <sup>th</sup> Street
2765	PB32 Liquor Store Inc. (Jakes Liquor)	2019 S. Business Drive
2929	Aldi, Inc. (Wisconsin) (Aldi #94)	919 S. Taylor Drive

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3668	Sheboygan Store LLC (Sheboygan Mobil)	3715 Washington Avenue
3526	Fast Fill Inc. (Fast Fill)	1508 S. 8 <sup>th</sup> Street

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop N Go)	905 Erie Avenue
2519	Adithi LLC (North Side Clark)	2709 N. 15 <sup>th</sup> Street
3287	Sheboygan Minimart LLC (Sheboygan BP)	1030 S. 14 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3668	Sheboygan Mobil	3715 Washington Avenue
3357	Alex's Corner Market	723 Center Avenue
2820	Superior Discount Liquor	823 S. 8 <sup>th</sup> Street
3447	Fountain Park Stop N Go	905 Erie Avenue



2519	North Side Clark	2709 N. 15 <sup>th</sup> Street
3374	VapinUSA	2629 Calumet Drive
3286	VapinUSA	2123 S. Business Drive
2702	Tietz's Piggly Wiggly #331	2905 N. 15 <sup>th</sup> Street
3214	Tietz's Piggly Wiggly #332	3124 S. Business Drive
3526	Fast Fill	1508 S. 8 <sup>th</sup> Street
3582	The Dispensary	2113 S. Business Drive
3245	Festival Foods	595 S. Taylor Drive
3287	Sheboygan BP	1030 S. 14 <sup>th</sup> Street
2100	What's Up Bar & Grill	1635 Michigan Avenue
2532	Fischer's Food & Liquor LLC	4554 S. 12 <sup>th</sup> Street
3387	Sheboygan Vapor	3104 S. Business Drive
2765	Jakes Liquor	2019 S. Business Drive
3186	Suscha's Bar	1054 Pennsylvania Avenue
3001	Ranieri's Four of a Kind Bar & Grill	811 Indiana Avenue
1089	Dave's Who's Inn	835 Indiana Avenue

**CITY OF SHEBOYGAN****R. O. 12-25-26****BY CITY CLERK.****MAY 19, 2025.**

Submitting various license applications.

**CHANGE OF PREMISE**

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Scenic Bar & Restaurant	1635 Indiana Avenue – Change of Premise June 28 <sup>th</sup> and 29 <sup>th</sup> , 2025 to include current premise and Southeast and Southwest corner to Northwest & Northeast corners of parking lot a 30' x 60' area.
2726	John Michael Kohler Arts Center	608 New York Avenue – Change of Premise June 28 <sup>th</sup> and 29 <sup>th</sup> , 2025 to include current premise and all grounds of John Michael Kohler Arts Center, City Green, and streets surrounding the Arts Center. 6 <sup>th</sup> and 7 <sup>th</sup> Street between New York Avenue and Wisconsin Avenue, and New York Avenue and Wisconsin Avenue between 6 <sup>th</sup> and 7 <sup>th</sup> Street.
1809	The Wharf	733 Riverfront Drive – Change of Premise July 16, 2025 to include current premise and Northeast of the Wharf to Southeast corner of Duke of Devon and parking lot between the buildings.
3576	Driftwood	518 South Pier Drive – Change of Premise July 2 – 8, 2025 to include current premise and 518 South Pier Drive, 510 South Pier Drive and RDA land East of 510 South Pier Drive.

“CLASS B” LIQUOR LICENSE (June 30, 2026)(RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2020	Terry Lawrence (Terry's)	1028 Lincoln Avenue
3689	Mi Fortuna LLC (Mi Fortuna)	1501 S. 8 <sup>th</sup> Street
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 <sup>th</sup> Street
2566	Joseph Brost (That Place on 8 <sup>th</sup> )	1432 S. 8 <sup>th</sup> Street
2207	The Silver Fern LLC (The Silver Fern LLC)	2538 N. 15 <sup>th</sup> Street
1411	Tommy's Inc. (Tommy's Bar & Grill)	2335 N. 15 <sup>th</sup> Street
3504	Screamers II LLC (Screamers II LLC)	2201 N. 15 <sup>th</sup> Street
3119	Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8 <sup>th</sup> Street
3271	Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 <sup>th</sup> Street
1346	Sheboygan Pine Club Inc. (Sheboygan Pine Club Inc.)	1716 Geele Avenue CLUB
2272	PJS Party Zone LLC (PJS Party Zone)	910 N. 18 <sup>th</sup> Street
2849	Hops Haven LLC (Hops Haven)	1327 N. 14 <sup>th</sup> Street

3254	Bookworm Gardens Inc. (Bookworm Gardens)	1415 Campus Drive
2029	Weill Center Foundation, Inc. (Stefanie H. Weill Center for the Performing Arts)	826 N. 8 <sup>th</sup> Street
2563	DTG LLC (Penn Ave Pub II)	827 Pennsylvania Avenue
3434	John Michael Kohler Arts Center (John Michael Kohler Arts Center)	3636 Lower Falls Road
1267	Richard Lambrecht (Poor Richard's)	1105 Geele Avenue
2193	The Kaddyshack LLC (The Kaddyshack LLC)	1502 S. 13 <sup>th</sup> Street
3721	Bamboo Breeze LLC (Bamboo Breeze Bar and Lounge)	819 Michigan Avenue
3672	Spices of Sheboygan Downtown LLC (Spices of Sheboygan Downtown)	1132 N. 8 <sup>th</sup> Street
3559	Spices of the East LLC (The Spices Restaurant & Bar)	4604 S. Business Drive
2427	Urbane Hospitality LLC (Urbane)	1231 N. 8 <sup>th</sup> Street
3574	Acarber LLC (Turks & Timbers Bar & Grill)	1022 Michigan Avenue
2487	JKR Pub & Grille Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3569	Champs Bar & Grill LLC (Champs Bar & Grill)	1501 Indiana Avenue



3630	Lino's LLC (Lino's Ristorante Italiano)	422 S. Pier Drive
1252	Petek's LLC (Petek's Tavern)	2702 S. 8 <sup>th</sup> Street
3679	Kue Yang LLC (Krazian Fuzian)	906 S. 15 <sup>th</sup> Street
1360	Slys Midtown Saloon, LLC (Sly's Midtown Saloon & Grill)	508 N. 8 <sup>th</sup> Street
3333	Kohler Co. (Golf course development yet to be determined)	Parcel Numbers: 59281328012, 59281328027, 59281328028, 59281328029, 59281328015, 59281328017, 59281328016, 59281328018
1420	Sheboygan Memorial Post 9156, Veterans of Foreign Wars of the United States (VFW Post 9156)	552 S. Evans Street
3656	Themar Twinz LLC (Twinz Bar and Grill)	3015 N. 15 <sup>th</sup> Street
1303	Richard W Rupp Inc. (Rupps Downtown)	925 N. 8 <sup>th</sup> Street
2762	Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
2805	Sheboygan Resort Operator, LLC (Blue Harbor Resort and Conference Center)	725 Blue Harbor Drive
1799	James T Passmore (George Michaels)	513 N. 8 <sup>th</sup> Street
1892	1909 Union Avenue Inc. (The Northwestern House)	1909 Union Avenue

3445	J&J Hotspot LLC (J&J Hotspot LLC)	1823 N. 12 <sup>th</sup> Street
3117	Harbor Lights Two LLC (Harbor Lights)	434 Pennsylvania Avenue
2726	John Michael Kohler Arts Center (John Michael Kohler Arts Center)	608 New York Avenue
2921	The Walkabout LLC (The Walkabout)	2401 Calumet Drive
3444	SS North Star LLC (Northstar Bar)	3004 N. 8 <sup>th</sup> Street

CLASS “B” BEER LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3022	Paradigm LLC (Paradigm)	1202 N. 8 <sup>th</sup> Street
3691	Ambarsariya Bar & Grill Inc. (Ambarsariya Bar & Grill)	2921 N. 15 <sup>th</sup> Street
2706	Fayes Pizza LLC (Fayes Pizza)	1821 Calumet Drive
1328	Sheboygan Athletic Club, Inc. (Sheboygan Athletic Club, Inc.)	2276-2238 New Jersey Avenue
3531	`Harbor Petroleum LLC (Harbor Bar & Grill)	905 Indiana Avenue
3627	Ananda Marketing LLC (Andy’s Restaurant & Bar)	2927 S. 8 <sup>th</sup> Street
3587	BPB Convenience Stores LLC (Monte’s Bar & Grill)	1441 N. 26 <sup>th</sup> Street

3362 Jai Marketing LLC 1710 Indiana Avenue  
(Jay's)

3510 Luce Egg, Inc. 623 N. 8<sup>th</sup> Street  
(Tochi)

“CLASS C” LICENSE (June 30, 2026) (RENEW)

3022 Paradigm LLC 1202 N. 8<sup>th</sup> Street  
(Paradigm)

3691 Ambarsariya Bar & Grill Inc. 2921 N. 15<sup>th</sup> Street  
(Ambarsariya Bar & Grill)

2706 Fayes Pizza LLC 1821 Calumet Drive  
(Fayes Pizza)

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

3587 BPB Convenience Stores LLC 1441 N. 26<sup>th</sup> Street  
(Monte's Bar & Grill)

3510 Luce Egg, Inc. 623 N. 8<sup>th</sup> Street  
(Tochi)

3627 Ananda Marketing LLC 2927 S. 8<sup>th</sup> Street  
(Andy's Restaurant & Bar)

“CLASS A” LIQUOR LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3727	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 <sup>th</sup> Street
2423	Wal-Mart Stores East, LP (Walmart #1276)	3711 S. Taylor Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 <sup>th</sup> Street

CLASS “A” BEER/”CLASS A” CIDER ONLY LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2710	Vish LLC (The Pig Stop)	2917 N. 15 <sup>th</sup> Street
3243	Harbor Petroleum LLC (Sheboygan Harbor Petro)	905 Indiana Avenue
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 <sup>th</sup> Street
1998	Kwik Trip, Inc. (Kwik Trip 780)	2622 S. Business Drive
2920	Kwik Trip, Inc. (Kwik Trip 873)	625 S. Taylor Drive
1193	Kwik Trip, Inc. (Kwik Trip 361)	1618 Calumet Drive
2763	Kwik Trip, Inc. (Kwik Trip 897)	2033 North Avenue
3520	Kwik Trip, Inc. (Kwik Trip 1138)	1526 Broadway Avenue

CLASS “A” FERMENTED MALT BEVERAGE LICENSE (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3557	Jai Petroleum & Investment LLC (J Mart)	2420 Calumet Drive
2984	Jai Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3586	BPB Convenience Stores LLC (J Mart 5)	1441 N. 26 <sup>th</sup> Street



CIGARETTE/TOBACCO (June 30, 2026) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2207	The Silver Fern LLC	2538 N. 15 <sup>th</sup> Street
2710	The Pig Stop	2917 N. 15 <sup>th</sup> Street
3043	SR Tobacco – Sheboygan	2529 S. Business Drive
3531	Harbor Bar & Grill	905 Indiana Avenue
3672	Spices of Sheboygan Downtown	1132 N. 8 <sup>th</sup> Street
3559	The Spices Restaurant & Bar	4604 S. Business Drive
3243	Sheboygan Harbor Petro	905 Indiana Avenue
3557	J Mart	2420 Calumet Drive
2984	Everest Enterprises	1710 Indiana Avenue
3627	Andy's Restaurant & Bar	2927 S. 8 <sup>th</sup> Street
3586	J Mart 5	1441 N. 26 <sup>th</sup> Street
3490	Union Avenue BP	1208 Union Avenue
3187	Sheboygan Liquor Depot	810 N. 14 <sup>th</sup> Street
3007	Tidy Store of Sheboygan	810 N. 14 <sup>th</sup> Street
3574	Turks & Timbers Bar & Grill	1022 Michigan Avenue
1799	George Michaels	513 N. 8 <sup>th</sup> Street
1998	Kwik Trip 780	2622 S. Business Drive
2920	Kwik Trip 873	625 S. Taylor Drive
1193	Kwik Trip 361	1618 Calumet Drive
2763	Kwik Trip 897	2033 North Avenue

3520 Kwik Trip 1138

1526 Broadway Avenue

2921 The Walkabout

2401 Calumet Drive

3444 Northstar Bar

3004 N. 8<sup>th</sup> Street

2423 Walmart #1276

3711 S. Taylor Drive

**CITY OF SHEBOYGAN  
RESOLUTION 11-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MAY 19, 2025.**

A RESOLUTION authorizing retaining outside legal counsel to represent the City as Interim City Attorney pending permanent position fulfillment.

WHEREAS, the City desires to retain von Briesen & Roper, s.c., and to specifically appoint Attorney Nicholas Cerwin, to serve the City as interim City Attorney while the City works to fill the position left vacant by the retirement of Attorney Charles Adams.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appointment of Attorney Nicholas Cerwin of von Briesen & Roper, s.c. as outside legal counsel to represent the City of Sheboygan as Interim City Attorney, and to further retain such other von Briesen & Roper, s.c. attorneys as necessary to complete the tasks of City Attorney until the City fills the position more permanently.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 101130-531200 (General Fund – City Attorney – Legal Services) 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

**CITY OF SHEBOYGAN  
RESOLUTION 12-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MAY 19, 2025.**

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Markell Nathaniel Mitchell v. Christopher Domagalski, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of MWH Law Group LLP as outside legal counsel to represent Christopher Domagalski in the defense of the lawsuit filed by Markell Nathaniel Mitchell, United States District Court, Eastern District of Wisconsin, Case No. 2:24-cv-01320.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531100 (Liability Insurance Fund – Contracted Services) 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



**CITY OF SHEBOYGAN  
RESOLUTION 14-25-26**

**BY ALDERPERSONS RUST AND LA FAVE.**

**MAY 19, 2025.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract extension with Motorola Solutions, Inc. and authorizing the Police Chief to execute the contract extension.

WHEREAS, the City of Sheboygan Police Department is in year four of a five-year contract with Motorola Solutions for video as a service for body-worn, in-car, and interview room equipment previously authorized by the Common Council by Resolution No. 120-21-22; and

WHEREAS, the City of Sheboygan Police Department was offered a three-year contract extension for their video as a service agreement with Motorola Solutions for their body-worn cameras and in-car video cameras; and

WHEREAS, the contract extension will lock in current pricing for these services through April 2030, and avoid inflationary rates of executing a new contract; and

WHEREAS, the funds required to extend the contract are already in the yearly budget for the Police Department.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Contract Extension with Motorola Solutions.

BE IT FURTHER RESOLVED: That the Police Chief is hereby authorized to sign the Contract Extension.

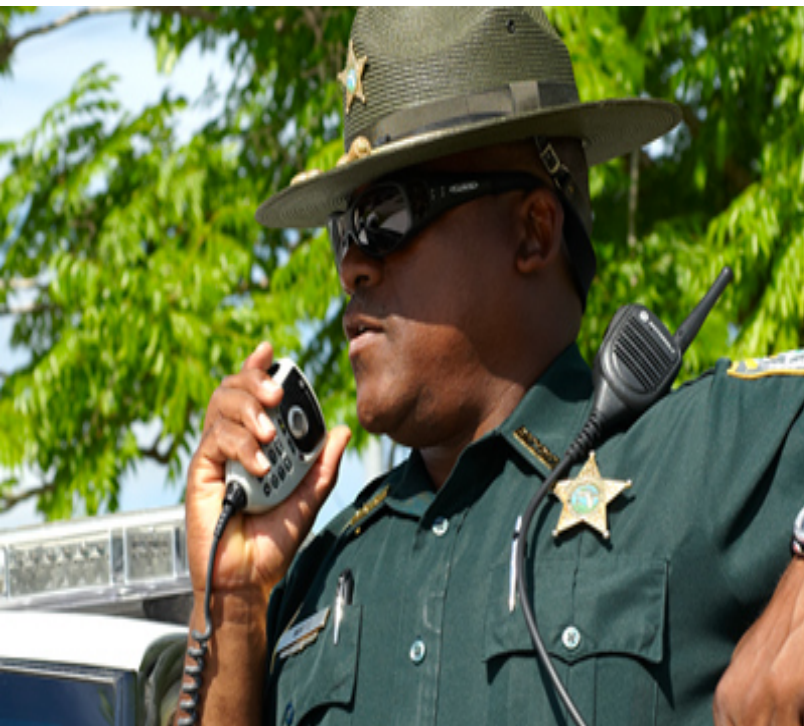
PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



## SHEBOYGAN POLICE DEPARTMENT

(3 YR) Contract Extension

01/08/2025

01/08/2025

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD STREET  
SHEBOYGAN, WI 53081

RE: Motorola Quote for (3 YR) Contract Extension

Dear Joel Kuszynski,

Motorola Solutions is pleased to present SHEBOYGAN POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHEBOYGAN POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Kelsey Thompson at [Kelsey.Thompson@motorolasolutions.com](mailto:Kelsey.Thompson@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kelsey Thompson

Billing Address:  
SHEBOYGAN POLICE  
DEPARTMENT  
1315 N 23RD STREET  
SHEBOYGAN, WI 53081  
US

Quote Date:01/08/2025  
Expiration Date:06/22/2025  
Quote Created By:  
Kelsey Thompson  
Kelsey.Thompson@  
motorolasolutions.com

End Customer:  
SHEBOYGAN POLICE DEPARTMENT  
Joel Kuszynski  
Joel.Kuszynski@sheboyganwi.gov  
920-509-6278

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

## Summary:

- This Contract Extension would not go into effect until your current contract ends (4/10/27)
- At "Year 6" Another BWC Refresh would be sent to you
- At "Year 6" Billing would resume with a locked-in price of today's rate - Pricing Summary on Page 5
- Warranty/Software Enhancements Included
- In/Car Licensing Continuation
- Pricing Summary on Page 5

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-XYR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - VIDEO-AS-A-SERVICE	72	3 YEAR	\$2,484.00	\$178,848.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	72	3 YEAR	Included	Included	
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	72		Included	Included	3 YEAR





QUOTE-2957799  
(3 YR) Contract Extension

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
4	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	72	3 YEAR	Included	Included	
5	SWV07S03593A	SOFTWARE ENHANCEMENTS	72	3 YEAR	Included	Included	
6	WGP03085-KIT	V700 JACKET MAG MOUNT WITH BWC BOX	72		Included	Included	
	VideoManager EL or EX: Video Evidence Management						
7	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS	18	3 YEAR	\$2,685.00	\$48,330.00	

Grand Total

\$227,178.00(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



## Pricing Summary

	Sale Price
Year 6 Subscription Fee	\$75,726.00
Year 7 Subscription Fee	\$75,726.00
Year 8 Subscription Fee	\$75,726.00
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>	<b>\$227,178.00</b>

*\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

## Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



## VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



### VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

#### Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together.

#### Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

#### Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

#### Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



## Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

## DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

## REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.





## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

### Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



### System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

### Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

### Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

### Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

### Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

### Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

### Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

#### Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



### General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

### NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.





## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.

## PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

## DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

### Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.





- Confirm Customer-provided configuration inputs.

**Customer Responsibilities**

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

**Motorola Deliverables**

- Completed BPR Workbook.



## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

#### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

#### Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

#### Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

### In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

**Table 1-1: Number of Contractual ICV Configurations**

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

### Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.





- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

### Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

### Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

### Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

**Table 1-2: Number of Contractual Body-Worn Camera Configurations**

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

### Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

### Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

### Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

### Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



## SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

### VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

#### Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

#### Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

### VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

#### Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

#### Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

#### CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

##### Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

##### Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

##### Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

#### CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

##### Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

##### Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



### DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

#### Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

#### Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

#### Completion Criteria

- A migrated dataset as defined in the Contract.

### DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

#### Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

#### Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.





## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

#### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

#### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

#### Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.





- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

**Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



## ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.





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## VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



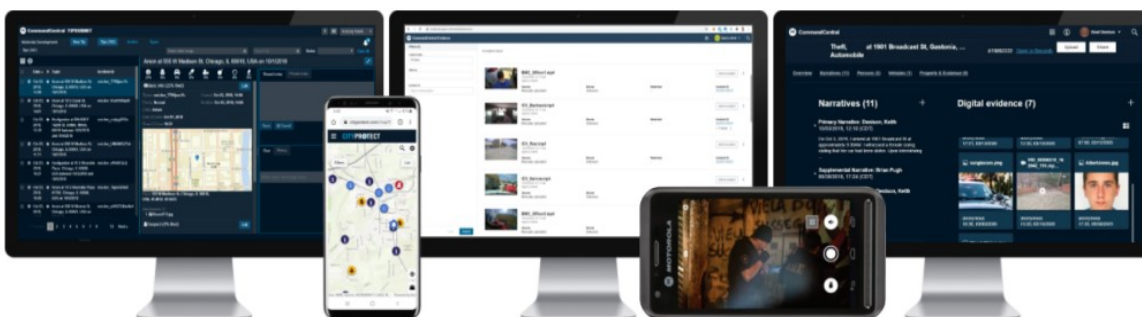
Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

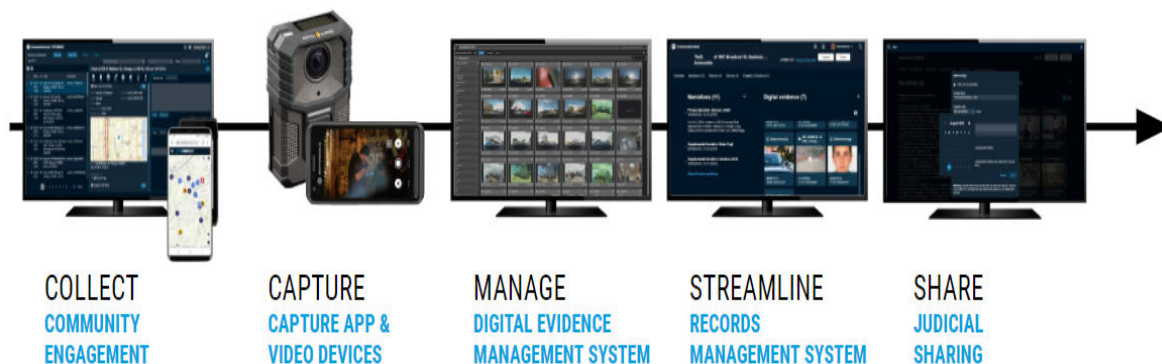
### OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

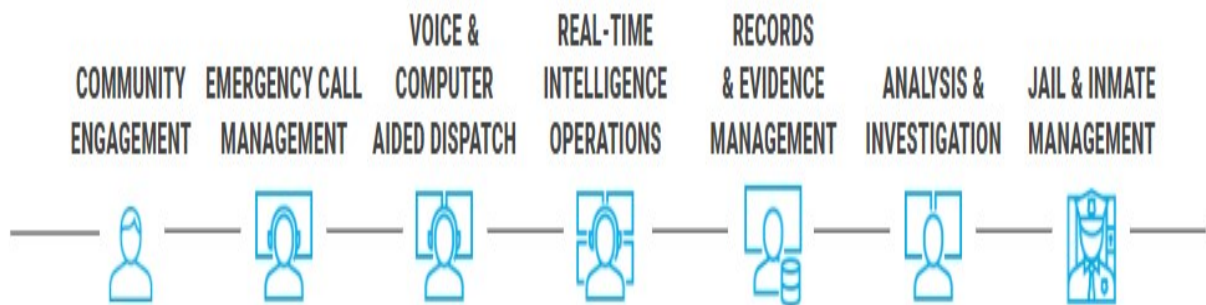


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## THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

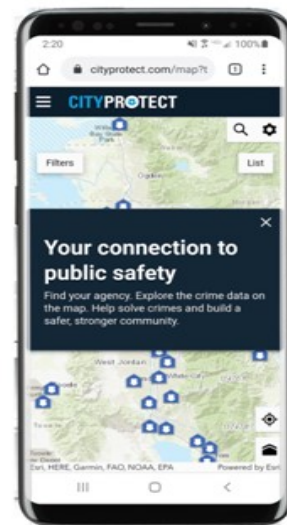


The CommandCentral End-to-End Platform

## Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



## AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

## PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

## DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

## CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

## CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras





and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.

## FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

## RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.



## DIGITAL EVIDENCE MANAGEMENT

CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

### STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

### INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.







## COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

### OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

### AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

#### Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

#### Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

#### Completion Criteria

Initial agencies and users have been configured.

### COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

#### Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

#### Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.





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### **Completion Criteria**

Community Interaction Tool subscription enabled.

## **RECORDS MANAGEMENT**

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

### **Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.

### **Customer Responsibilities**

- Provision all required custom Offence Codes using the CommandCentral user interface.

### **Completion Criteria**

Records Management enabled and offence codes provisioned.

## **DIGITAL EVIDENCE MANAGEMENT**

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

### **Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

### **Customer Responsibilities**

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

### **Completion Criteria**

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



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## FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

### Motorola Solutions Responsibilities

- None.

### Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

### Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

## THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

### Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

### Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.





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### **Motorola Solutions Deliverables**

Contracted Interface(s).

### **Completion Criteria**

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

## **TRAINING**

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

### **Motorola Solutions Responsibilities**

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

### **Customer Responsibilities**

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

### **Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.





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**Panorama** – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

**Groups** – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

**Learning Path** – A collection of courses that follow a logical order, may or may not enforce linear progress.

### **Customer Responsibilities**

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

### **Motorola Solutions Deliverables**

- Classroom Training Materials, Attendance Rosters.

### **Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

## **TRANSITION TO SUPPORT AND CUSTOMER SUCCESS**

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at [CommandCentralCS@motorolasolutions.com](mailto:CommandCentralCS@motorolasolutions.com).

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing [support-commandcentral@motorolasolutions.com](mailto:support-commandcentral@motorolasolutions.com).

### **Motorola Solutions Responsibilities**

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.





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**Customer Responsibilities**

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

**Completion Criteria**

Conclusion of the handover to support and the implementation is complete.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement"<sup>(1)</sup>) that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"<sup>(1)</sup>). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL





security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.





## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

### Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).





### System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

### Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

### Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

### Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

### Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual







- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

### Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

### Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

#### Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.





- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.





### General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

### NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.





## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.

## PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.





Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

## DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

### Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.







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- Confirm Customer-provided configuration inputs.

#### **Customer Responsibilities**

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

#### **Motorola Deliverables**

- Completed BPR Workbook.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

#### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

#### Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

#### Motorola Deliverables

- Contracted Equipment.





- Equipment Inventory (if applicable).

### In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

**Table 1-1: Number of Contractual ICV Configurations**

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

### Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

### Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

### Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

### Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

**Table 1-2: Number of Contractual Body-Worn Camera Configurations**

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10





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Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

### Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

### Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

### Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

### Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.





## SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

### VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

#### Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

#### Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

### VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

#### Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:





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- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

#### **Customer Responsibilities**

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

#### **CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**

##### **Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

##### **Customer Responsibilities**

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

##### **Completion Criteria**

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

#### **CommandCentral Evidence (if applicable)**

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

##### **Motorola Responsibilities**

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

##### **Customer Responsibilities**

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-2957799  
(3 YR) Contract Extension

## DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

### Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

### Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

### Completion Criteria

- A migrated dataset as defined in the Contract.

## DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

### Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

### Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

#### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

#### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

#### Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.





QUOTE-2957799  
(3 YR) Contract Extension

- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

#### **Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

#### **Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.





## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.





## ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



**CITY OF SHEBOYGAN  
RESOLUTION 13-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MAY 19, 2025.**

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Katherine Kobs v. City of Sheboygan, Case No. 2025CV0294, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney William E. Fischer of von Briesen & Roper, s.c. as outside legal counsel to represent the City of Sheboygan in the defense of the Complaint filed by Katherine Kobs, Sheboygan County Circuit Court Case No. 2025CV0294.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531100 (Liability Insurance Fund – Contracted Services) 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

**CITY OF SHEBOYGAN  
RESOLUTION 15-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**MAY 19, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute a Use and Services Agreement with Second Revolution, LLC regarding the use of the Deland Beach House overlooking the Deland Park Beach at 1037 Broughton Drive.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Deland Park Beach House Use and Services Agreement between the City of Sheboygan and Second Revolution, LLC, a copy of which is attached hereto and incorporated herein.

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

**DELAND PARK BEACH HOUSE USE AND SERVICES AGREEMENT  
BETWEEN  
CITY OF SHEBOYGAN  
AND  
SECOND REVOLUTION, LLC**

THIS USE AND SERVICES AGREEMENT (this “Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the “City”), and Second Revolution, LLC (“Vendor”), a Wisconsin limited liability company, collectively, the “Parties.”

**RECITALS**

WHEREAS, the City of Sheboygan is located along the beautiful western shore of Lake Michigan, which enjoys unique geological and atmospheric conditions suitable for surfing and other wave- or water-based recreation activities; and

WHEREAS, the City owns Deland Park, a public park located on Broughton Drive within Sheboygan, Wisconsin (the “Park”), which includes the Deland Beach House, an underutilized facility overlooking the Deland Park Beach, located at 1037 Broughton Drive, Sheboygan, Wisconsin; and

WHEREAS, Vendor operates an outdoor recreation business within the City that provides stand up paddle board, kayak, and other water sports equipment rentals; and

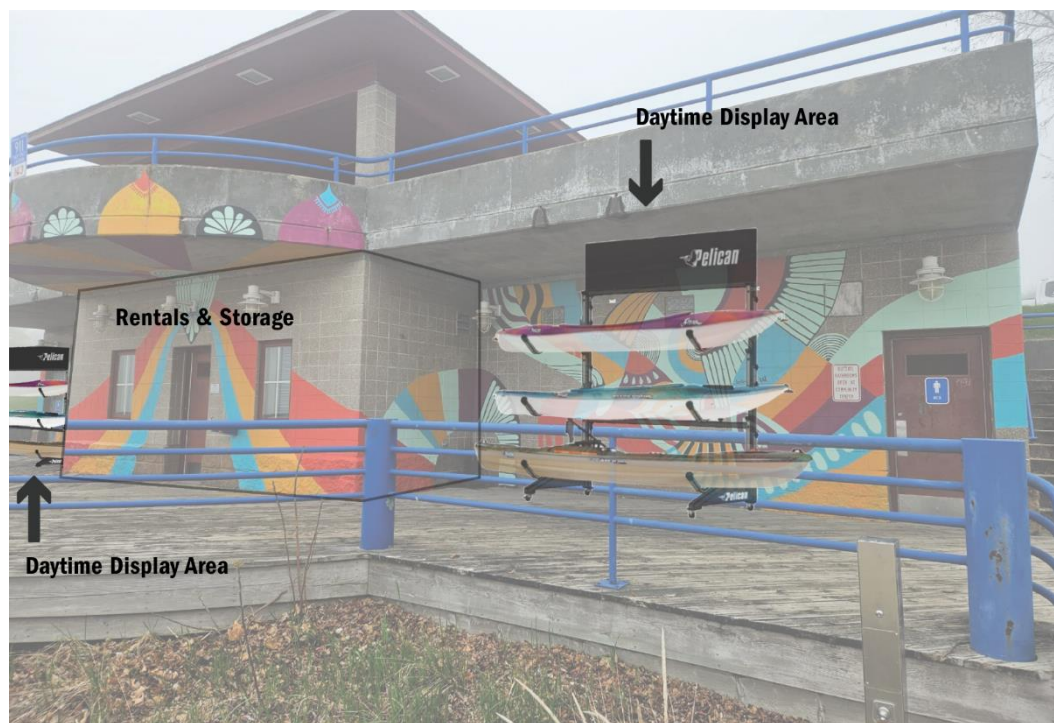
WHEREAS, Vendor desires to rent the storage room portion of the Deland Beach House to use as an on-site location for these rentals; and

WHEREAS, the City finds that facilitating water recreation increases public awareness and appreciation for the Great Lakes and our local resources, supports public health, and is generally in the public’s interest, and that partnering with a local business supports the local economy.

NOW, THEREFORE, in consideration of the Recitals set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties, it is agreed as follows:



1. Grant and Description of Premises. Subject to the terms and conditions of this Agreement, City hereby grants Vender permission and right to occupy the storage room portion of the Deland Beach House and the area surrounding it as identified below and hereinafter referred to as “the Premises” for the purpose of offering stand up paddle board, surfboard, and kayak rentals. Outdoor equipment storage is expressly allowed within the Premises but all such equipment shall be secured or brought into the storage unit when rental is not available. Vender shall have access to the property beginning upon Agreement execution and ending December 31, 2025. It is expressly understood and agreed that this Agreement is not a lease or conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.



2. Use of Premises. Vendor’s use of the Premises is for the purpose of offering water recreation equipment for rent and any accessory uses related thereto such as providing lessons and offering additional equipment for sale to support the activity. Vendor’s activities and services shall conform to state and local laws and regulations. Any permits required shall be timely obtained and maintained. Vendor activities shall conform to industry standards. Vendor shall not allow the Premises to be used for other commercial activities without the City’s prior written approval.
3. Property Maintenance. Vendor shall be responsible for maintaining the Premises in a clean and presentable condition, including ensuring that garbage and recycling generated by Vendor’s activities is properly handled. Vendor assumes responsibility for any damage caused directly or proximately to City property arising out of Vendor’s use of the Premises. The City will maintain and clean the

restrooms and deck area and will maintain access to the storage room portion throughout duration of this Agreement.

4. Security. Vendor shall be solely responsible for securing Vendor's property. Vendor may install such security measures as appropriate to secure Vendor's property provided that such measures do not alter or damage City property. Vendor understands that City will maintain access to the Deland Beach House and that Vendor may not install any security measures that restrict City's access to its property.
5. Safety. Vendor shall implement and maintain reasonable safety measures and procedures relating to Vendor's activities.
6. Rent. Vendor shall pay City \$500 upon Agreement execution for use and access to the Premises. Each renewal pursuant to Section 7 shall trigger payment of \$500 rent by Vendor to the City not later than May 1 of the renewal period.
7. Term and Termination. This Agreement shall expire on December 31, 2025, unless renewed by agreement of the parties. This Agreement may be renewed for twelve-month terms until December 31, 2027, at which time any further renewals shall be accomplished by Agreement amendment or by new agreement.
  - a. Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:
    - i. Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.
    - ii. Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.
    - iii. Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.
  - b. Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.
8. Effect of Termination or Expiration. Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date. After any termination of this Agreement,

Vendor shall promptly deliver to City all of City's property and facilities in Vendor's possession of Manager.

9. Personnel. Vendor shall provide all personnel reasonably necessary for Vendor's activities and services. Such personnel shall be employees or contractors of Vendor (collectively, the "Personnel"). Vendor, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including without limitation, retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Vendor shall conduct criminal background checks on all prospective hires and condition employment on successful passage of a drug screen. Each of Vendor's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.
10. Insurance. Vendor agrees to obtain and maintain, at its sole cost and expense, commercial general liability insurance coverage in an amount not less than \$2,000,000 with respect to its activities and services, for the benefit of both the City and Vendor and agrees to name the City as additional insured. Each party shall obtain and maintain property insurance coverage on their respective assets.
11. Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.
12. Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.
13. Indemnification. Vendor agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this Agreement as a result of the use and/or occupancy of the Premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Vendor including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the Property or through activities occurring at the Premises such as at off-site locations with rented equipment, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Vendor and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including

reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Premises unrelated to Vendor's activities and services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Vendor harmless from and against, and Vendor shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Vendor, or arising out of any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

14. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.
15. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Agreement. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Routine business correspondence may be conducted via email, telephone, or in-person.
16. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, 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 hereof.
17. Amendment. This Agreement may be amended only by a writing signed by both parties.
18. 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.
19. Severability. The invalidity or unenforceability of any particular provisions 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 provisions were omitted.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 7(a)(iii) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.
21. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.
22. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
23. Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**VENDOR:**

SECOND REVOLUTION, LLC

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

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

**CITY:**

CITY OF SHEBOYGAN

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

Ryan Sorenson  
Mayor

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

**ATTEST:**

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

Meredith DeBruin  
City Clerk

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



**CITY OF SHEBOYGAN  
R. C. 6-25-26**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred Gen. Ord. No. 1-25-26 by Alderpersons Dekker and Perrella amending various sections of the Sheboygan Municipal Code to effectuate changes to the 2025-2026 Council Rules Handbook; recommends adopting the Ordinance.

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  
ORDINANCE 1-25-26**

**BY ALDERPERSONS DEKKER AND PERRELLA.**

**MAY 5, 2025.**

AN ORDINANCE amending various sections of the Sheboygan Municipal Code to effectuate changes to the 2025-2026 Council Rules Handbook.

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

**SECTION 1: AMENDMENT** “Sec 2-31 Disturbances” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-31 Disturbances

- (a) Whenever any disturbance or disorderly conduct shall occur in the council chambers or rooms or halls adjacent thereto, the mayor or other presiding officer of the council is empowered, by and with the aid of the chief of police or other police officer in attendance upon the meeting of the council, to cause the chambers, rooms or halls to be cleared of ~~all~~ **disorderly** persons. ~~except members and officers of the council.~~
- ~~(b) The council may punish by fine members or other persons present for disorderly behavior or improper conduct”~~

**SECTION 2: AMENDMENT** “Sec 2-32 Clerk’s Attendance At Meetings” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-32 Clerk’s Attendance At Meetings

The city clerk shall attend the meetings of the common council and keep a full record of its proceedings. In the ~~absence of the clerk’s~~ **absence**, the deputy city clerk shall perform the ~~duties of the clerk’s~~ **duties**.”

**SECTION 3: AMENDMENT** “Sec 2-33 Clerk’s Duties For Journal Of Proceedings” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-33 Clerk’s Duties For Journal of Proceedings

- (a) *Contents.* ~~The city clerk shall superintend the recording in a journal of the proceedings of each meeting of the common council, which recordation shall be verified by the signature of the mayor or other presiding officer of the council and attested by the signature of the clerk. The clerk shall also record at length in the journal all reports of committees and of~~

~~the department of engineering and public works; all ordinances, resolutions and memorials passed by the council; and such other matters which the council may direct.~~

Pursuant to Wis. Stat. § 62.09(11)(f), the city clerk shall enter at length, immediately after it goes into effect, every ordinance in an "ordinance book," with proof of publication, date of passage and page of journal where final vote is recorded. The clerk shall keep a record of all resolutions, licenses and permits granted, and record all bonds, in appropriate books. The clerk shall keep a record of all memorials, reports, and such other matters as directed by council. The clerk shall keep a record of all common council proceedings in the official journal and shall attest to the signatures thereon of the mayor or other presiding officer of the council.

- (b) *Manner of keeping.* In making up the journal of the proceedings, the clerk shall enter a synopsis of all ordinances, resolutions, petitions, communications and other matters introduced or presented to the council and the immediate action taken thereon. The clerk shall ~~only~~ record at length in the journal, ~~on first presentation or consideration by the council,~~ reports of regular and special committees, reports of the department of engineering and public works, the quarterly and other reports of city officers and such other matters as the council shall direct the clerk to record at length. The clerk shall cause to be prepared, for the printer of the official newspaper authorized to print the proceedings of the council, a copy of the journal of its proceedings but shall only include therein copies of the recapitulation of the reports of the finance director/treasurer, ~~director of public assistance,~~ chief of police, chief of the fire department, ~~board of education, library board,~~ public works committee, and such other matters as the council shall order and direct the printing of, together with copies of all reports ~~of officers, committees and finance director/treasurer, the department of engineering and public works,~~ ordinances, resolutions, orders and memorials which were passed by the council ~~on first or second reading or otherwise."~~

**SECTION 4: AMENDMENT** "Sec 2-34 Clerk's Preparation Of Agenda And Delivery Of Matters Referred" of the Sheboygan Municipal Code is hereby amended as follows:

"Sec 2-34 Clerk's Preparation Of Agenda And Delivery Of Matters Referred

- (a) The city clerk shall ~~within 24 hours after reference shall have been made,~~ timely deliver copies of all petitions, communications, memorials, ordinances, resolutions, amendments or other matters to ~~the chairperson of the committee of~~ the council or to any city official or board thereof to whom any such matter was referred and as may be required. The clerk shall permit no record or papers belonging to the city to be taken out of the clerk's custody, ~~otherwise~~ than in the regular course of business. The clerk shall report any missing paper or record to the mayor or other presiding officer of the council. The clerk shall generally perform all duties pertaining to the clerk's office as city clerk and shall be responsible for all official acts of the clerk's assistants.
- (b) ~~The clerk shall, on the Thursday preceeding any regular council meeting or until completed, prepare an agenda of the proceedings of the meeting, including a synopsis of all documents~~

~~listing them by folio number and a file of the documents referred to and to be considered at such regular meeting, and present them to the mayor, each alderperson and the city attorney thereafter as soon as possible. The agenda and file documents shall include all council documents, except messages by the mayor which shall be read by the mayor, and appointments and resignations which shall be received and read by the city attorney. On~~  
the Wednesday preceding a common council meeting, the city clerk, city administrator, mayor, city attorney, and finance director or their designees shall meet to review proposed agenda items for inclusion. Such agenda and supporting documents shall be published no later than the Friday preceding the common council meeting pursuant to Wis. Stat. § 62.11(4) and on the City of Sheboygan webpage.

- (c) The city clerk may create a subsection on any council agenda entitled; "consent agenda." ~~In a~~ Except as otherwise provided by law, the consent agenda, ~~the clerk shall place matters that, in the clerk's judgment, are routine and noncontroversial and do not require a special vote or specific action by the council shall include routine procedural matters or matters~~ unanimously decided by committees such as approving minutes, staff and officer reports, nominations, appointments, and budgeted items approved by a standing committee."

**SECTION 5: AMENDMENT** "Sec 2-67 Dissenting Members" of the Sheboygan Municipal Code is hereby amended as follows:

"Sec 2-67 Dissenting Members

- (a) Council committee members dissenting from an committee action ~~of a committee~~ shall be so reported when requested by them.
- (b) Where committee members are not unanimous on a ~~report~~ matter to be submitted to the council, ~~the majority and minority of such committee may each make a separate report, and any member dissenting in whole or in part from the reasoning and conclusions of both majority and minority may also present a statement of that member's reasons and conclusions. All such reports, decorous in language and respectful to the council, shall be entered at length on the journal.~~ the committee chair shall summarize the committee discussion during such council meeting. Such matters not unanimously supported by committee shall be excluded from the consent agenda."

**SECTION 6: REPEAL** "Sec 2-68 Majority And Minority Reports To Lie Over" of the Sheboygan Municipal Code shall be repealed.

~~"Sec 2-68 Majority And Minority Reports To Lie Over~~ Reserved.

~~In all cases where there shall be majority and minority reports submitted to the council, as provided in section 2-67, the ordinance, resolution, memorial or other matter reported upon shall lie on the table until the reports thereon shall have been printed in the public copy of the journal."~~

**SECTION 7: AMENDMENT** “Sec 2-111 Order Of Business” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-111 Order Of Business

The order of business in the meetings of the common council shall be as follows:

- (a) Call of roll and announcement of the presence or absence of a quorum.
- (b) Corrections of the journal and approval of minutes.
- (c) Executive communications and other communications from the mayor or presiding officer of the council including nominations for appointment.
- ~~(d) Communications to the council.~~
- ~~(e)(d)~~ Public input from preregistered ~~citizens~~ persons consistent with council rules.
- (e) Oral presentation and consideration of matters concerning the general welfare of the city.
- (f) Hearings.
- ~~(f)(g)~~ Consent Agenda.
- ~~(g)(h)~~ New reports of officers. Resolutions.
- ~~(h)(i)~~ Offering, reference or consideration of resolutions. Ordinances.
- ~~(i)~~ Reports of standing committees with new resolutions or ordinances. Other matters authorized by law.
- ~~(j) Reports of committees with communications only.~~
- ~~(k) Reports of committees with reports of officers only.~~
- ~~(l) Reports of committees with resolutions or ordinances placed on file.~~
- ~~(m) Reports of committees with resolutions on second reading.~~
- ~~(n) Reports of committees with ordinances on second reading.~~
- ~~(o) New ordinances introduced.~~
- ~~(p) Oral presentation and consideration of matters concerning the general welfare of the city.~~

The order of business for standing committee meetings shall substantially follow the order of business for common council except as set forth by council rule.”



**SECTION 8: AMENDMENT** “Sec 2-115 Ordinances And Resolutions” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-115 Ordinances And Resolutions

- (a) All ~~ordinances, resolutions, reports of officers and reports of committees~~ to be submitted at a regular common council meeting shall be submitted in full to the city attorney for review for conformance with local and/or state requirements no later than 12:00 p.m. on the Monday preceding committee meetings. All ordinances shall be drafted or reviewed by the City Attorney's Office. Once review is complete, sSuch matters shall then be submitted in full to the city clerk ~~so that they can be included in the~~ for numbering and then shall be submitted in full to the committee clerks for agenda inclusion. ~~and set forth in full in the attached documents.~~ Any submission to the city committee clerk ~~must~~ shall be made no later than 4:30 p.m. on the Wednesday preceding any regular ~~council~~ committee meeting in order to be included in the agenda.
- (b) ~~All ordinances, resolutions, communications, and other matters to be directly referred to a board, commission, or committee shall be submitted in full to the city attorney for review. Once review is complete, such matters shall be submitted in full to the city clerk at least 72 hours preceding any meeting of the board, commission or committee so that they can be included in the agenda and set forth in full in the attached documents.~~ After inclusion on a board, commission or committee agenda, the matter may be reported on to council and shall be considered to be before the council for consideration and action with no need for a second reading.”

**SECTION 9: AMENDMENT** “Sec 2-118 Referral Of Matters To Committees” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-118 Referral Of Matters To Committees

- (a) ~~All ordinances, resolutions, petitions, communications or other matters may be referred by the city clerk directly to an appropriate board, commission, or committee without being first introduced at a meeting of the council. Matters that have not been directly referred in such a fashion may be referred to an appropriate committee by announcement of the presiding officer unless the council on motion shall make a different order in relation thereto. However, any matter or measure assessing or levying taxes, appropriating or disbursing money, or creating any liability or charge against the city or any fund thereof shall be referred to a committee and shall not be acted upon by the council until reported upon by the committee.~~
- (b) With the exception of the adoption of any measure assessing or levying taxes, appropriating or disbursing money, ~~or~~ or creating any liability or charge against the city or any fund thereof, or the adoption of any ordinance, all documents of the same classification may be referred to the common council or to an appropriate board, commission, or committee in a comprehensive report thereon.”

**SECTION 10: AMENDMENT** “Sec 2-121 Roll Call Vote” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-121 Roll Call Vote

On adoption of all ordinances, ~~and of all resolutions, reports, of committees or officers~~ or other measures assessing or levying taxes, appropriating or disbursing money, creating any liability or charge against the city or any fund thereof, or releasing, discharging or commuting a claim or demand of the city, the vote of the council shall be taken by roll call ~~of the roll~~ and shall be passed or adopted by a majority of all members-elect of the council, which vote shall be recorded in the journal. In recording the votes taken by roll call ~~of the roll~~, the clerk shall also report those members absent or not voting.”

**SECTION 11: AMENDMENT** “Sec 2-126 Remote Attendance At Meetings” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-126 Remote Attendance At Meetings

- (a) *Remote attendance permitted.* A member of a city governmental body, as defined in Wis. Stats. § 19.82(1), who desires to appear at a meeting by telephone, video conference, or other remote method of participation shall be entitled to participate and vote to the fullest extent possible, except as follows:
  - 1. The member shall not be entitled to participate and vote on any matter that requires the visual assessment of a witness's demeanor if the member is unable to make such a visual assessment.
  - 2. The member shall not be entitled to participate and vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member.
- (b) *Quorum.* A member who appears remotely pursuant to subsection (a) of this section shall count towards a quorum during the appearance.
- (c) *Proper Equipment.* Appropriate equipment shall be used so that the attending public can readily observe or hear such person's participation in the meeting.
- (d) *Notice.* ~~Whenever a city governmental body anticipates that a member will appear by telephone, video conference, or other remote method of participation, the~~ Each meeting agenda shall ~~specifically and include a~~ conspicuously identify which persons or members shall be appearing by such means advisement that members of the body may be appearing and participating remotely. Members intending to attend or participate remotely shall notify the body chair prior to the meeting.

~~(e) *Exceptions.* No person shall be allowed to participate in any meeting where the meeting notice failed to state the person would appear by telephone/conference means or where such equipment is unavailable or unusable at the time of the meeting.”~~

**SECTION 12:        AMENDMENT** “Sec 2-153 Suspension Of Rules” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-153 Suspension Of Rules

(a) Any standing rules of order or procedure of the council, except as provided herein, may be suspended in reference to any proposition or action by a majority vote ~~of not less than three-fourths~~ of the members-elect of the council. Unless unanimous consent is given, the vote on suspension shall be by roll call vote ~~on call of the roll~~.

(b) *Exceptions.* Rules that may not be suspended include procedural rules prescribed by constitution, statute, ordinance, or bylaws; fundamental principles of parliamentary law; rules protecting rights of absentee or individual members; requirements for previous notice; the right of any member to exercise their full rights in meeting participation; or rules applicable outside of a meeting.”

**SECTION 13:        AMENDMENT** “Sec 2-202 Oath” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 2-202 Oath

Every person elected or appointed to an office with the city shall take and file the official oath within ten days after notice of such election or appointment. When an appointive officer has filed the oath, and bond if required, the clerk shall issue to the officer a certificate of appointment. If the appointment is to a board or commission, the appointee shall file the certificate with the secretary thereof.

State law reference – Wis. Stat. § 62.09(4).”

**SECTION 14:**        **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 15:**        **EFFECTIVE DATE** This ordinance shall be in effect sixty (60) days 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

**CITY OF SHEBOYGAN  
R. C. 14-25-26**

**BY PUBLIC WORKS COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred Direct Referral Res. No. 9-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Taylor Drive and Wilgus Avenue Reconstruction; recommends adopting the Resolution.

Committee:

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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan



**CITY OF SHEBOYGAN  
RESOLUTION 9-25-26  
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE.**

**BY ALDERPERSONS DEKKER AND RUST.**

**MAY 12, 2025.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Taylor Drive and Wilgus Avenue Reconstruction.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Taylor Drive and Wilgus Avenue Reconstruction (the "Project"); and

WHEREAS, the lowest bid of the three (3) received was from Buteyn-Peterson Construction Company, Inc. for \$725,807.15; and

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

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

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

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 422660-641200 (TID 22 – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

BE IT FURTHER RESOLVED: That the Deputy City Attorney is authorized to approve the agreement for form.


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

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

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Taylor Drive and Wilgus Avenue Reconstruction, City of Sheboygan, Sheboygan County

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed within 40 working days and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. N/A

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

#### 4.05 *Special Damages*

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

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

### 6.03 *Final Payment*

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


### 6.04 *Interest*

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

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).

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- b. Payment bond (together with power of attorney).
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated 4/21/25
- 6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 2 pages.
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in



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the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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


#### 8.02 *Contractor's Certifications*

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


#### 8.03 *Standard General Conditions*

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

## PROJECT MAN

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

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

OWNER:

(Signatures authorized pursuant to Res. \_\_\_\_-25-26)

City of Sheboygan

By:

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

Name, Title:

Ryan Sorenson, Mayor

Date:

Attest:

By:

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

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

City of Sheboygan – Engineering Division

2026 New Jersey Avenue

Sheboygan, WI 53081

Approved by:

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

Name, Title: Evan Grossen, Deputy Finance  
Director/Comptroller

Date:

Approved as to form and Execution by:

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

Name, Title: City Attorney

Date:

CONTRACTOR:

Buteyn-Peterson Construction Company, Inc.

By:

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


Name, Title:

\_\_\_\_\_ (printed)

Date:

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

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**Taylor Drive and Wilgus Avenue Reconstruction  
City of Sheboygan, Sheboygan County**

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Schedule of Prices	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
	<b>SPECIAL PROVISIONS</b>	<b>10</b>



Taylor Drive and Wilgus Avenue Reconstruction (#9628343)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

04/23/2025 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension
	1	201.0105	CLEARING	STA	2.00	\$2,500.00	\$5,000.00
	2	201.0205	GRUBBING	STA	2.00	\$500.00	\$1,000.00
	3	204.01	REMOVING CONCRETE PAVEMENT	SY	2114.00	\$8.00	\$16,912.00
	4	204.015	REMOVING CURB & GUTTER	LF	369.00	\$12.00	\$4,428.00
	5	204.0155	REMOVING CONCRETE SIDEWALK	SY	304.00	\$12.00	\$3,648.00
	6	204.0195	REMOVING CONCRETE BASES	EACH	8.00	\$200.00	\$1,600.00
	7	204.022	REMOVING INLETS	EACH	2.00	\$500.00	\$1,000.00
	8	205.01	EXCAVATION COMMON	CY	1572.00	\$35.00	\$55,020.00
	9	213.01	FINISHING ROADWAY (PROJECT)	EACH	1.00	\$1,000.00	\$1,000.00
	10	305.012	BASE AGGREGATE DENSE 1 1/4-INCH	TON	1078.00	\$30.00	\$32,340.00
	11	415.008	CONCRETE PAVEMENT 8-INCH	SY	2000.00	\$80.39	\$160,780.00
	12	416.061	DRILLED TIE BARS	EACH	47.00	\$10.00	\$470.00
	13	416.062	DRILLED DOWEL BARS	EACH	21.00	\$16.50	\$346.50
	14	520.8	CONCRETE COLLARS FOR PIPE	EACH	1.00	\$1,000.00	\$1,000.00
	15	601.0409	CONCRETE CURB & GUTTER 30-INCH TYPE A	LF	841.00	\$23.95	\$20,141.95
	16	601.06	CONCRETE CURB PEDESTRIAN	LF	373.00	\$35.00	\$13,055.00
	17	602.041	CONCRETE SIDEWALK 5-INCH	SF	2938.00	\$6.85	\$20,125.30
	18	602.0515	CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA NATURAL PATINA	SF	60.00	\$32.00	\$1,920.00
	19	602.0615	CURB RAMP DETECTABLE WARNING FIELD RADIAL NATURAL PATINA	SF	21.00	\$52.00	\$1,092.00
	20	608.0312	STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	LF	21.00	\$150.00	\$3,150.00
	21	611.0606	INLET COVERS TYPE B	EACH	2.00	\$850.00	\$1,700.00
	22	611.1004	CATCH BASINS 4-FT DIAMETER	EACH	2.00	\$3,500.00	\$7,000.00
	23	611.2004	MANHOLES 4-FT DIAMETER	EACH	1.00	\$7,500.00	\$7,500.00
	24	611.811	ADJUSTING MANHOLE COVERS	EACH	4.00	\$1,250.00	\$5,000.00
	25	618.01	MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT)	EACH	1.00	\$0.01	\$0.01
	26	619.1	MOBILIZATION	EACH	1.00	\$71,500.00	\$71,500.00
	27	620.03	CONCRETE MEDIAN SLOPED NOSE	SF	16.00	\$14.00	\$224.00
	28	624.01	WATER	MGAL	16.00	\$0.01	\$0.16
	29	628.1905	MOBILIZATIONS EROSION CONTROL	EACH	10.00	\$0.01	\$0.10
	30	628.191	MOBILIZATIONS EMERGENCY EROSION CONTROL	EACH	8.00	\$0.01	\$0.08
	31	634.0814	POSTS TUBULAR STEEL 2X2-INCH X 14-FT	EACH	2.00	\$350.00	\$700.00
	32	637.221	SIGNS TYPE II REFLECTIVE H	SF	45.72	\$65.00	\$2,971.80
	33	638.2102	MOVING SIGNS TYPE II	EACH	10.00	\$350.00	\$3,500.00
	34	638.2602	REMOVING SIGNS TYPE II	EACH	6.00	\$150.00	\$900.00
	35	638.3	REMOVING SMALL SIGN SUPPORTS	EACH	2.00	\$150.00	\$300.00
	36	638.4	MOVING SMALL SIGN SUPPORTS	EACH	3.00	\$350.00	\$1,050.00
	37	646.102	PAVEMENT MARKING LINE EPOXY 4-INCH	LF	635.00	\$3.50	\$2,222.50
	38	646.302	PAVEMENT MARKING LINE EPOXY 8-INCH	LF	374.00	\$7.00	\$2,618.00
	39	646.502	PAVEMENT MARKING ARROW EPOXY	EACH	4.00	\$295.00	\$1,180.00
	40	646.512	PAVEMENT MARKING WORD EPOXY	EACH	1.00	\$300.00	\$300.00
	41	646.612	PAVEMENT MARKING STOP LINE EPOXY 18-INCH	LF	86.00	\$21.00	\$1,806.00
	42	646.742	PAVEMENT MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH	LF	398.00	\$15.00	\$5,970.00
	43	652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	LF	105.00	\$10.00	\$1,050.00
	44	652.0235	CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	LF	270.00	\$14.00	\$3,780.00
	45	652.0615	CONDUIT SPECIAL 3-INCH	LF	780.00	\$32.00	\$24,960.00
	46	653.0905	REMOVING PULL BOXES	EACH	14.00	\$75.00	\$1,050.00
	47	653.0164	PULL BOXES NON-CONDUCTIVE 24X42-INCH	EACH	10.00	\$2,100.00	\$21,000.00
	48	654.0101	CONCRETE BASES TYPE 1	EACH	5.00	\$1,500.00	\$7,500.00
	49	654.011	CONCRETE BASES TYPE 10	EACH	1.00	\$7,500.00	\$7,500.00
	50	654.0113	CONCRETE BASES TYPE 13	EACH	2.00	\$18,000.00	\$36,000.00
	51	655.023	CABLE TRAFFIC SIGNAL 5-14 AWG	LF	770.00	\$2.45	\$1,886.50
	52	655.026	CABLE TRAFFIC SIGNAL 12-14 AWG	LF	1425.00	\$4.25	\$6,056.25
	53	655.0305	CABLE TYPE UF 2-12 AWG GROUNDED	LF	515.00	\$1.80	\$927.00
	54	655.0515	ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	LF	1245.00	\$0.80	\$996.00
	55	657.01	PEDESTAL BASES	EACH	6.00	\$255.00	\$1,530.00
	56	657.035	POLES TYPE 10	EACH	1.00	\$8,200.00	\$8,200.00
	57	657.036	POLES TYPE 13	EACH	2.00	\$14,250.00	\$28,500.00
	58	657.042	TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT	EACH	4.00	\$535.00	\$2,140.00
	59	657.0425	TRAFFIC SIGNAL STANDARDS ALUMINUM 15-FT	EACH	1.00	\$570.00	\$570.00
	60	657.043	TRAFFIC SIGNAL STANDARDS ALUMINUM 10-FT	EACH	1.00	\$490.00	\$490.00
	61	657.053	MONOTUBE ARMS 30-FT	EACH	1.00	\$4,863.00	\$4,863.00
	62	657.055	MONOTUBE ARMS 50-FT	EACH	2.00	\$11,881.00	\$23,762.00



63	657.0808	LUMINAIRE ARMS STEEL 8-FT	EACH	3.00	\$1,700.00	\$5,100.00
64	658.0173	TRAFFIC SIGNAL FACE 3S 12-INCH	EACH	12.00	\$690.00	\$8,280.00
65	658.0174	TRAFFIC SIGNAL FACE 4S 12-INCH	EACH	4.00	\$870.00	\$3,480.00
66	658.0416	PEDESTRIAN SIGNAL FACE 16-INCH	EACH	6.00	\$505.00	\$3,030.00
67	658.05	PEDESTRIAN PUSH BUTTONS	EACH	6.00	\$420.00	\$2,520.00
68	658.5070.01	SIGNAL MOUNTING HARDWARE (TAYLOR DR & WILGUS AVE)	EACH	1.00	\$4,250.00	\$4,250.00
69	659.1125	LUMINAIRES UTILITY LED C	EACH	3.00	\$360.00	\$1,080.00
70	690.025	SAWING CONCRETE	LF	695.00	\$3.00	\$2,085.00
71	SPV.0060.01	REMOVING TRAFFIC SIGNAL - TAYLOR DR & WILGUS AVE	EACH	1.00	\$7,500.00	\$7,500.00
72	SPV.0060.02	SALVAGE AND REINSTALL VIDEO DETECTION SYSTEM	EACH	1.00	\$5,500.00	\$5,500.00
73	SPV.0060.03	TRAFFIC SIGNAL CABINET REWIRING AND REPROGRAMMING	EACH	1.00	\$3,000.00	\$3,000.00
74	SPV.0105.01	TRAFFIC CONTROL - TAYLOR & WILGUS	LS	1.00	\$11,750.00	\$11,750.00
75	SPV.0105.02	EROSION CONTROL & RESOTRATION - TAYLOR & WILGUS	LS	1.00	\$15,000.00	\$15,000.00
76	SPV.0105.03	BLACK TRAFFIC SIGNAL EQUIPMENT - TAYLOR DR & WILGUS AVE	LS	1.00	\$10,000.00	\$10,000.00
Total						\$725,807.15

**CITY OF SHEBOYGAN  
R. C. 13-25-26**

**BY PUBLIC WORKS COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred Direct Referral Res. No. 8-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Mashuda Contractors for the Gartman Property Phase Bid Package 1 Construction; 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 8-25-26  
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RUST.**

**MAY 12, 2025.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Mashuda Contractors for the Gartman Property Phase Bid Package 1 Construction.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Gartman Property Phase Bid Package 1 (the "Project"); and

WHEREAS, the lowest bid of the five (5) received was from Mashuda Contractors for \$3,297,222.05; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Mashuda Contractors for the construction of the Project.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 423660-621200 (TID 23 – Land Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

BE IT FURTHER RESOLVED: That the Deputy City Attorney is authorized to approve the agreement for form.


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

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
Mashuda Contractors ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Gartman Property Phase Bid Package 1, City of Sheboygan

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before June 1, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.


4.03 *Milestones*

- A. Milestone 1.

Milestone 1 must be completed on or before October 15, 2025: full construction of Gartman Pond A and Pond B; Gartman onsite excavation/fill/compaction and offsite fill/compaction as indicated on sheet C2.00; seasonal stabilization of all disturbed areas; stop work over winter.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

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


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

#### 4.05 *Special Damages*

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

## ARTICLE 5 – CONTRACT PRICE

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

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*


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

### 6.04 *Interest*

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



## PROJECT MANUAL


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**ARTICLE 7 – CONTRACT DOCUMENTS****7.01    *Contents***

- A. The Contract Documents consist of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
  4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
  5. Addenda (not attached but incorporated by reference)
    - a. Number 1.
    - b. Number 2.
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid consisting of 1 Page.
  7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed,
    - b. Work Change Directives,
    - c. Change Orders,
    - d. Field Order,
    - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS****8.01    *Contractor's Representations***

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


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

#### 8.02 *Contractor's Certifications*

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

## PROJECT MAN

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

8.03 *Standard General Conditions*

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

*(Continued on next page)*

## PROJECT MAN

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

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

OWNER:

(Signatures authorized pursuant to Res. \_\_\_\_-25-26)

City of Sheboygan

By:

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

Name, Title:

Ryan Sorenson, Mayor

Date:

Attest:

By:

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

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

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

Approved by:

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

Name, Title: Evan Grossen, Deputy Finance  
Director/Comptroller

Date:

Approved as to form and Execution by:

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

Name, Title: City Attorney

Date:

CONTRACTOR:

Mashuda Contractors

By:

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

Name, Title:


\_\_\_\_\_ (printed)

Date:

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:


## PROJECT MAN

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**Gartman Property Bid Package 1**  
**City of Sheboygan**

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	<b>Introductory Information</b>	
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00 01 10	Table of Contents	5
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	7
00 21 13	Instructions to Bidders	9
00 41 43	Bid Form	19
00 41 44	Bid Schedule	27
00 42 13	Bid Bond	29
00 45 13	Bidder's Proof of Responsibility	31
00 45 20	Proof of Responsibility and Non-Collusion Affidavit	37
00 45 50	List of Subcontractors	41
	<b>Contracting Requirements</b>	
00 51 00	Notice of Award	43
00 52 00	Agreement	45
00 55 00	Notice to Proceed	53
00 61 13	Performance Bond	55
00 61 14	Payment Bond	59
00 62 76	Application for Payment	63
00 63 13	Request for Information	65
00 63 60	Work Change Directive	67
00 63 61	Field Order	69
00 63 62	Change Order	71
00 65 16	Certificate of Substantial Completion	73
00 65 17	Notice of Acceptability of Work	75
00 65 18	Contractor's Affidavit of Compliance	77
00 65 19	Consent of Surety to Final Payment	79
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## PROJECT MAN

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		Bid Number:	C25-10	Page:	2 of 2
		Foth Project:	24S042.00	Date:	April 2025

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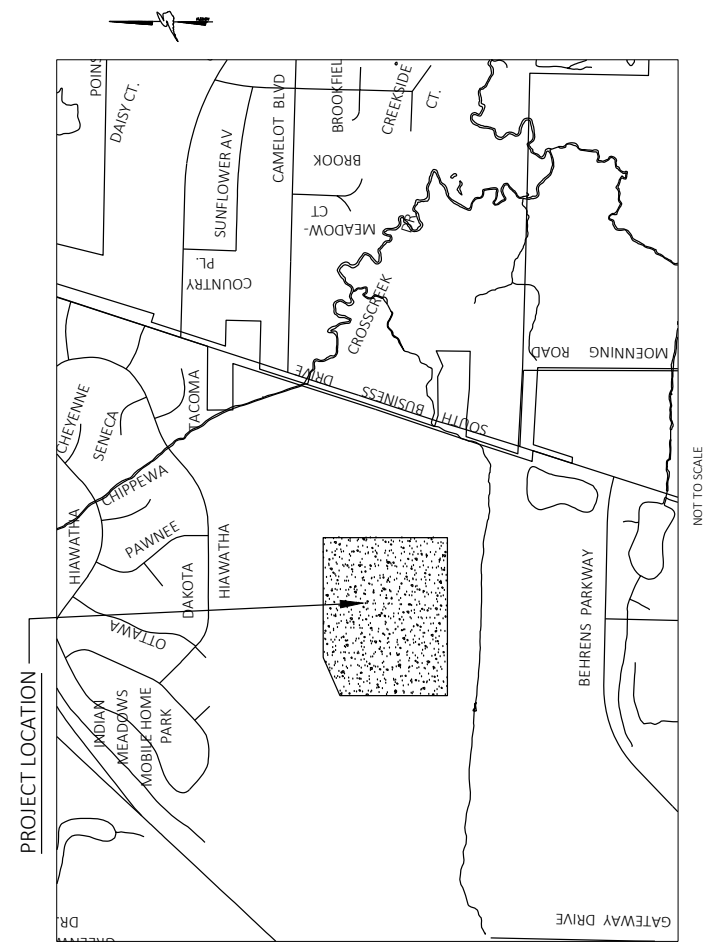
BID NUMBER: C25-04

# CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



## BUTZEN SPORTS COMPLEX 2025 SITE GRADING

APRIL 2025



INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5-6	040 D 1-2	CONSTRUCTION DETAILS
7	110 EC-1	EROSION CONTROL NOTES
8	110 EC-2	EROSION CONTROL DETAILS
9	200 HR	HAUL ROUTE
10	305 TC	TRAFFIC CONTROL
11-12	400 GI 1-2	GRADE INFORMATION
13	405 GI	SEDIMENT TRAP

BUTZEN SPORTS COMPLEX  
2025 SITE GRADING  
TITLE SHEET

CITY OF SHEBOYGAN  
PUBLIC WORKS  
City of Sheboygan  
Department of Public Works  
2025 New Icecap Avenue  
Sheboygan, WI 53081  
Kevin Jump, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KJ
Plot Date	4/9/2025
Plot No.	C25-04
Project Date	APRIL 2025
Sheet No.	1
Drawing No.	

Item 28.

Gartman Bid Package 1 (#9622038)

Owner: City of Sheboygan

Solicitor: Foth - Milwaukee

04/22/2025 02:00 PM CDT

						Mashuda Contractors	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	1	Mobilization/Demobilization	LS	1	\$22,500.00	\$22,500.00
	2	2	Vehicle Tracking Pad	EA	1	\$12,780.00	\$12,780.00
	3	3	Staging & Laydown Pad	SY	2900	\$15.95	\$46,255.00
	4	4	Clearing & Grubbing	AC	1	\$10,000.00	\$10,000.00
	5	5	Topsoil Stripping and Stockpiling	CY	140000	\$2.15	\$301,000.00
	6	6	Onsite Excavation/Fill/Compaction	CY	112000	\$2.99	\$334,880.00
	7	7	Offsite Fill/Compaction	CY	270000	\$1.00	\$270,000.00
	8	8	6" Topsoil Respread	CY	80000	\$2.15	\$172,000.00
	9	9	Silt Fence	LF	12500	\$1.59	\$19,875.00
	10	10	Ditch Checks	EA	80	\$75.00	\$6,000.00
	11	11	Channel Erosion Mat	SY	600	\$1.89	\$1,134.00
	12	12	Non-Channel Erosion Mat	SY	22000	\$1.17	\$25,740.00
	13	13	Temporary Seeding	AC	73.7	\$200.00	\$14,740.00
	14	14	Permanent Seeding/Fertilizer/Mulch	AC	73.7	\$495.00	\$36,481.50
	15	15	2' Compacted Clay Liner - Pond A	CY	6700	\$5.50	\$36,850.00
	16	16	Outlet Control - Pond A	LS	1	\$16,980.00	\$16,980.00
	17	17	Emergency Spillway - Pond A	LS	1	\$4,500.00	\$4,500.00
	18	18	2' Compacted Clay Liner - Pond B	CY	6700	\$5.50	\$36,850.00
	19	19	Outlet Control - Pond B	LS	1	\$16,185.00	\$16,185.00
	20	20	Emergency Spillway - Pond B	LS	1	\$4,500.00	\$4,500.00
	21	21	Drain Tile Manhole	EA	2	\$5,125.00	\$10,250.00
	22	22	15" Drain Tile	LF	343	\$40.85	\$14,011.55
	23	23	Dewatering	ALW	1	\$5,000.00	\$5,000.00
	24	24	Construction Staking	LS	1	\$1.00	\$1.00
	25	25	Traffic Control	LS	1	\$1,750.00	\$1,750.00
	26	26	Mobilization / Demobilization	LS	1	\$22,500.00	\$22,500.00
	27	27	Vehicle Tracking Pad	EA	1	\$4,400.00	\$4,400.00
	28	28	Stripping/Replacement	SY	82400	\$0.80	\$65,920.00
	29	29	Excavation/Hauling	CY	270000	\$6.25	\$1,687,500.00
	30	30	Inlet Protection	EA	10	\$65.00	\$650.00
	31	31	Silt Fence	LF	3700	\$1.70	\$6,290.00
	32	32	Sediment Trap	LS	1	\$15,000.00	\$15,000.00
	33	33	Hydro-Seeding	SY	82400	\$0.77	\$63,448.00
	34	34	Alliant Access Road Restoration	LS	1	\$9,500.00	\$9,500.00
	35	35	Construction Staking	LS	1	\$1.00	\$1.00
	36	36	Traffic Control	LS	1	\$1,750.00	\$1,750.00
Total							\$3,297,222.05

**CITY OF SHEBOYGAN  
R. C. 15-25-26**

**BY PUBLIC WORKS COMMITTEE.**

**MAY 19, 2025.**

Your Committee to whom was referred Direct Referral Res. No. 10-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. for the 2025 Street Improvements – Milling (Various Streets); 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 10-25-26  
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RUST.**

**MAY 12, 2025.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. for the 2025 Street Improvements – Milling (Various Streets).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2025 Street Improvements – Milling (Various Streets), (the “Project”); and

WHEREAS, the lowest bid of the two (2) received was from Northeast Asphalt, Inc. for \$106,877.50; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Northeast Asphalt, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 101331-553100 (General Fund – Street Maintenance - Streets Maintenance), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

BE IT FURTHER RESOLVED: That the Deputy City Attorney is authorized to approve the agreement for form.


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
Northeast Asphalt, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***2025 Street Improvements – Milling (Various Streets)***

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed within the times identified in Section 01 11 00 – Summary of Work, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.


4.03 *Milestones*

- A. None.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):



	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	2 of 7


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

#### 4.05 *Special Damages*

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

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	3 of 7

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

### 6.03 *Final Payment*

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


### 6.04 *Interest*

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

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	4 of 7

- b. Payment bond (together with power of attorney).
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated 4/15/25.
- 6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 1 page.
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	5 of 7

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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


#### 8.02 *Contractor's Certifications*

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

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the


## PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	6 of 7

standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

## PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	7 of 7

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

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

OWNER:

(Signatures authorized pursuant to Res. \_\_\_\_-25-26)

City of Sheboygan

By:

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

Name, Title:

Ryan Sorenson, Mayor

Date:

Attest:

By:

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

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

City of Sheboygan – Engineering Division

2026 New Jersey Avenue

Sheboygan, WI 53081

Approved by:

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

Name, Title: Evan Grossen, Deputy Finance  
Director/Comptroller

Date:

Approved as to form and Execution by:

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

Name, Title:

Date:

CONTRACTOR:

Northeast Asphalt, Inc.

By:

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

Name, Title:


\_\_\_\_\_ (printed)

Date:

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:



	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-11	Page:	1 of 1

### 2025 Street Improvements – Milling (Various Streets)

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	1
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	2
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	4
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
	<b>EXTERIOR IMPROVEMENTS</b>	
32 10 00	Milling	1

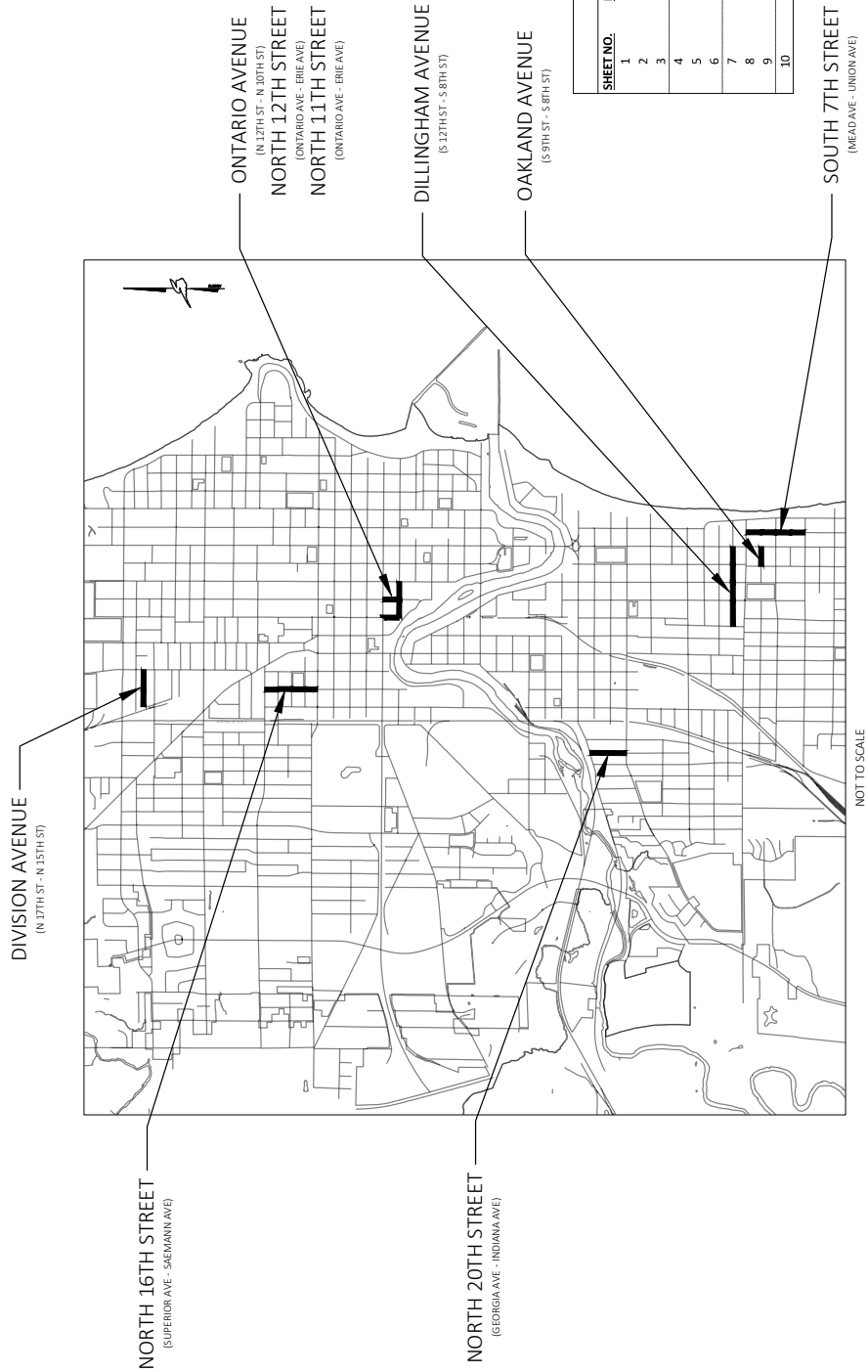


# CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: C25-11

## 2025 STREET IMPROVEMENTS - MILLING (VARIOUS STREETS)

APRIL 2025



NOT TO SCALE

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	---	SOUTH 20TH STREET
4	---	DILLINGHAM AVENUE
5	---	SOUTH 7TH STREET
6	---	NORTH 16TH STREET
7	---	ONTARIO AVENUE (INCLUDES N 12TH AND N 11TH)
8	---	DIVISION AVENUE
9	---	OAKLAND AVENUE
10	700 MQ	MISCELLANEOUS QUANTITIES

CITY OF SHEBOYGAN  
PUBLIC WORKS

City of Sheboygan  
Department of Public Works  
2025 New Iceberg Avenue  
Sheboygan, WI 53081  
Kevin Jump, PE - City Engineer

Designed By	TM
Drawn By	TM
Checked By	KJ
Plot Date	4/7/2025
Plot No.	C25-11
Project Date	APRIL 2025
Sheet No.	1
Drawing No.	1

2025 STREET IMPROVEMENTS - MILLING  
(VARIOUS STREETS)

TITLE SHEET

Item 29.

## 2025 Pavement Milling - Various Streets (#9626259)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

04/22/2025 02:00 PM CDT

## Northeast Asphalt, Inc.

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	COS-1	Milling Concrete Pav SY		11100	\$3.80	\$42,180.00
	2	COS-2	Milling HMA Paveme SY		17800	\$3.20	\$56,960.00
	3	COS-3	Milling HMA Paveme SY		1125	\$3.50	\$3,937.50
	4	COS-4	Mobilization - Phase LS		1	\$1,900.00	\$1,900.00
	5	COS-5	Mobilization - Phase LS		1	\$1,900.00	\$1,900.00
Base Bid Total:							\$106,877.50

**CITY OF SHEBOYGAN  
ORDINANCE 3-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MAY 19, 2025.**

AN ORDINANCE amending the Sheboygan Municipal Code to effectuate changes to the City's claims procedures.

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

**SECTION 1:**        **AMENDMENT** “Sec 2-912 Approval” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-912 Financial Claims Approval

**SECTION 2:**        **ADOPTION** “Sec 2-914 General Claims Procedure” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 2-914 General Claims Procedure(*Added*)

- (a) Claims/lawsuits shall be served upon the city clerk or their designee. The city clerk shall immediately forward each claim/lawsuit to the city attorney's office for review and investigation. The city attorney's office shall forward claim information to the city's insurance carrier as appropriate. With the assistance of other departments as requested, the city attorney's office shall investigate all claims within the city's self-retention limit and make a recommendation to the city administrator.
- (b) If the city attorney's office recommends denying a claim and such decision is affirmed by the city administrator, the city administrator may authorize the city attorney's office to deny the claim. The city attorney's office shall submit a claims report to the common council through the finance and personnel committee summarizing such action at least quarterly.
- (c) If the city attorney's office recommends negotiating and/or paying a claim, and such decision is affirmed by the city administrator, the city administrator may negotiate with claimant and/or authorize paying a claim of not more than \$50,000 without prior

referral to the common council. The city attorney's office shall submit a claims report to the common council through the finance and personnel committee stating why the office approved paying the claim at least quarterly.

- (d) Each claim/lawsuit that the city attorney or city administrator seeks authorization to settle that exceeds \$50,000 shall be referred to the common council through the finance and personnel committee. The city attorney or city administrator may refer any claim to the common council through the finance and personnel committee for consideration prior to making a settlement determination.
- (e) Nothing contained within this section, nor any action taken by the city, the city administrator, or the city attorney pursuant to this section shall be construed to impose any liability for damages or otherwise, upon the city, the city administrator, or the city attorney.

**SECTION 3:            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 4:            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

**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 2-25-26**

**BY ALDERPERSON CLOSE.**

**MAY 19, 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 North of Pennsylvania Ave and East of N. 13<sup>th</sup> Street bordering the Sheboygan River from Class Urban Commercial, Urban Industrial, and Railroad to Urban Residential 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 Commercial, Urban Industrial, and Railroad to Urban Residential 12 with PUD Overlay Classification:

Property located North of Pennsylvania Ave and East of N. 13<sup>th</sup> Street bordering the Sheboygan River:

Part of Lot 2 and all of Lot 3,4,5,6,7,8,9,10 in Block 157, all of Lots 1,2,3,4,5,6,7,8,9,10,11,12, Block 148, all of Block 158 and part of Lots 1 and 12 of Block 159 in the Original Plat for the City of Sheboygan, located in SE ¼ and NE ¼ of the SE ¼ of Section 22 and the SW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southeast corner of Section 22, Township 15 North, Range 23 East; thence N0°01'01"E along the east line of the southeast 1/4 of said Section 22, 1237.36 feet to a point on the north right of way line for Pennsylvania Avenue; thence S89°41'10"E along said north right of way line 42.90 feet to the point of beginning; thence N00°18'50"E, 17.47 feet; thence N89°41'10"W parallel to the north line of Pennsylvania Avenue 42.00 feet to a point of a curve to the left having a radius of 38.00 feet and a chord bearing N22°11'10"W, 29.08'; thence along the arc of said curve 29.85 feet to a point of tangent; thence N44°41'10"W, 24.82 feet to a point of curve to the right having a radius of 24.00' and a chord bearing N22°01'59"W, 18.49 feet; thence along the arc of said curve 18.98 feet to a point of tangent; thence N00°37'11"E, 348.56 feet to a point of curve to the left having a radius of 253.50 feet and a chord bearing N13°22'35"W, 122.62 feet; thence along the



arc of said curve 123.85 feet to a point of tangent; thence N27°22'22"W, 284.85 feet to a point; thence N26°12'22"W, 80.84 feet to a point; thence N63°53'06"E along a line being 18.00 feet southeasterly of and parallel to the northwesterly line and extension of Lot 12, Block 148 of the Original Plat for the City of Sheboygan 170.92 feet to a point; thence S72°24'21"E, 14.46 feet to a point; thence S28°41'48"E, 923.94 feet to a point; thence S59°07'37"W, 194.96 feet to a point of curve to the left having a radius of 41.00 feet and a chord bearing S30°25'28"W, 39.38 feet; thence along the arc of said curve 41.08 feet to a point on the north right of way line for Pennsylvania Avenue; thence N89°41'10"W along said north line 155.09 feet to the point of beginning. Said described parcel contains 243,171 Square feet or 5.582 acres of land.

**SECTION 2: CERTIFIED SURVEY MAP** This Ordinance is contingent upon approval and recording of a Certified Survey Map (CSM).

**SECTION 3: 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 4: 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

OFFICE USE ONLY	
APPLICATION NO.:	<div>Item 31.</div>
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: RDA of the City of Sheboygan PHONE NO.: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Address and Parcel to be created

LEGAL DESCRIPTION: See attached map

PARCEL NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential 12 w/ PUD  
Overlay

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Vacant Parcel

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Apartments

### 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 on the

property. There are flood plains on the eastern edge of the property. The building  
will not be built in the floodplain.

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: This property will be used to build an apartment building as the City is  
lacking in housing units per the City's 2021 Affordable Housing Market Study. This  
location was no longer being use as an industrial site. Industrial uses have mainly  
moved into the industrial parks in Sheboygan.

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? Nearby land uses include commercial and  
residential. The zoning change will allow for additional multi-family units to serve the

area.

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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 development will assist with meeting the number of units for new single family housing per the City's 2021 Affordable Housing Market Study.

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#### 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.

*Roberta Filicky-Peneski*  
**APPLICANT'S SIGNATURE**

5-8-2025  
**DATE**

ROBERTA FILICKY-PENESKI  
**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.



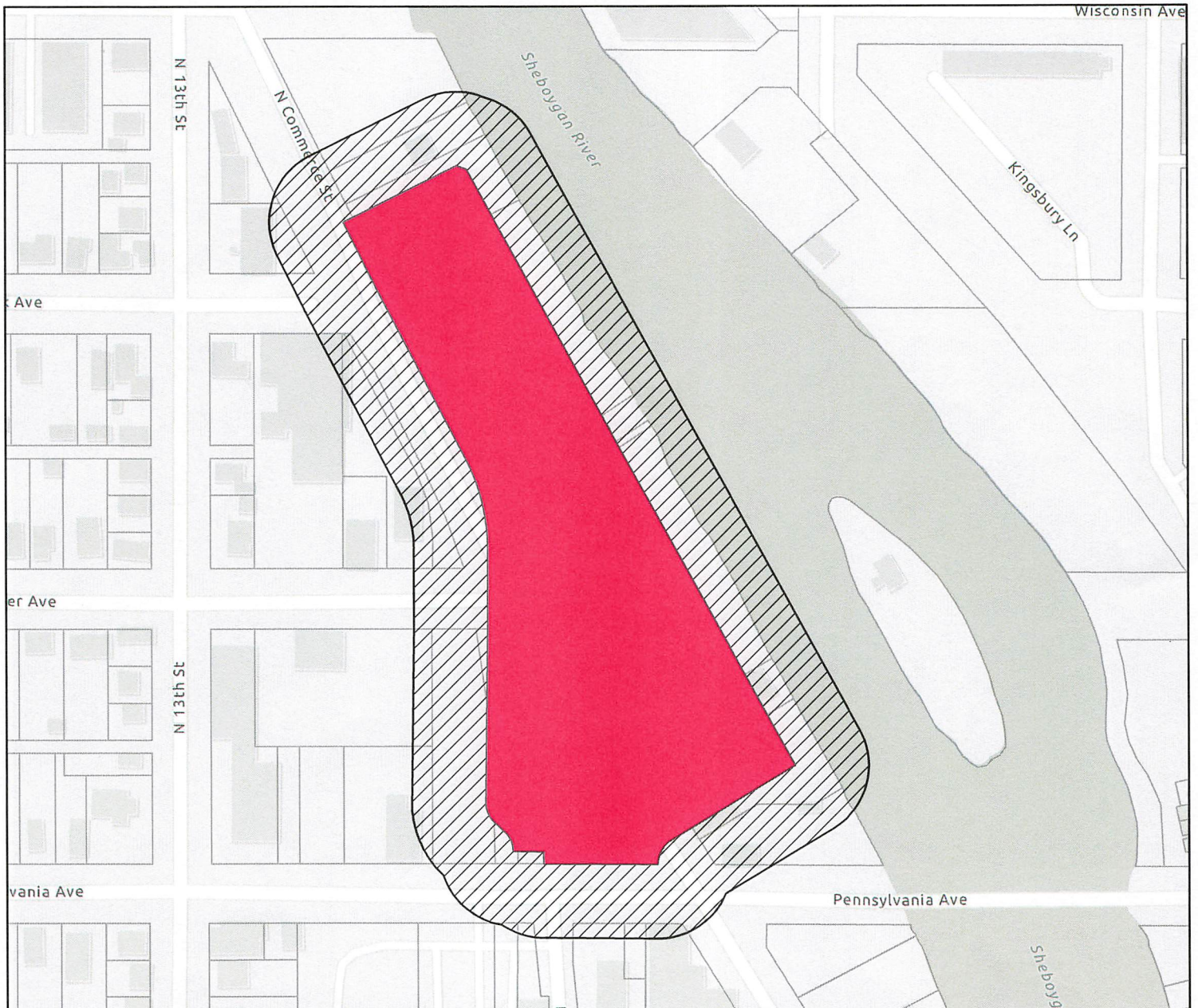
# PROPOSED REZONE FROM URBAN COMMERCIAL, URBAN INDUSTRIAL, AND RAILROAD TO URBAN RESIDENTIAL 12 WITH PUD OVERLAY

Item 31.

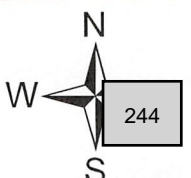
## SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST

Part of Lot 2 and all of Lot 3,4,5,6,7,8,9,10 in Block 157, all of Lots 1,2,3,4,5,6,7,8,9,10,11,12, Block 148, all of Block 158 and part of Lots 1 and 12 of Block 159 in the Original Plat for the City of Sheboygan, located in SE ¼ and NE ¼ of the SE ¼ of Section 22 and the SW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southeast corner of Section 22, Township 15 North, Range 23 East; thence N0°01'01"E along the east line of the southeast 1/4 of said Section 22, 1237.36 feet to a point on the north right of way line for Pennsylvania Avenue; thence S89°41'10"E along said north right of way line 42.90 feet to the point of beginning; thence N00°18'50"E, 17.47 feet; thence N89°41'10"W parallel to the north line of Pennsylvania Avenue 42.00 feet to a point of a curve to the left having a radius of 38.00 feet and a chord bearing N22°11'10"W, 29.08'; thence along the arc of said curve 29.85 feet to a point of tangent; thence N44°41'10"W, 24.82 feet to a point of curve to the right having a radius of 24.00' and a chord bearing N22°01'59"W, 18.49 feet; thence along the arc of said curve 18.98 feet to a point of tangent; thence N00°37'11"E, 348.56 feet to a point of curve to the left having a radius of 253.50 feet and a chord bearing N13°22'35"W, 122.62 feet; thence along the arc of said curve 123.85 feet to a point of tangent; thence N27°22'22"W, 284.85 feet to a point; thence N26°12'22"W, 80.84 feet to a point; thence N63°53'06"E along a line being 18.00 feet southeasterly of and parallel to the northwesterly line and extension of Lot 12, Block 148 of the Original Plat for the City of Sheboygan 170.92 feet to a point; thence S72°24'21"E, 14.46 feet to a point; thence S28°41'48"E, 923.94 feet to a point; thence S59°07'37"W, 194.96 feet to a point of curve to the left having a radius of 41.00 feet and a chord bearing S30°25'28"W, 39.38 feet; thence along the arc of said curve 41.08 feet to a point on the north right of way line for Pennsylvania Avenue; thence N89°41'10"W along said north line 155.09 feet to the point of beginning. Said described parcel contains 243,171 Square feet or 5.582 acres of land.



0 125 250 500 Feet



**CITY OF SHEBOYGAN  
RESOLUTION 3-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MAY 5, 2025.**

A RESOLUTION creating Tax Incremental District No. 25, approving its Project Plan and Establishing its Boundaries, City of Sheboygan, Wisconsin.

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

WHEREAS, Tax Incremental District No. 25 (the "District") is proposed to be created by the City as a district in need of rehabilitation or conservation work in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

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

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property in the proposed District; and



WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 7, 2025 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 25, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2025.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(a).
  - (b) Based upon the finding stated in 3.a. above, the District is declared to be a district in need of rehabilitation or conservation work based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
  - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
  - (f) The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (g) The project costs relate directly to promoting the rehabilitation or conservation of the area consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 25, City of Sheboygan" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2025, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

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

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

May 5, 2025

## PROJECT PLAN

# City of Sheboygan, Wisconsin

## Tax Incremental District No. 25



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Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

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

## KEY DATES

Organizational Joint Review Board Meeting Held:	Held on April 7, 2025
Public Hearing Held:	Held on April 7, 2025
Approval by Plan Commission:	April 7, 2025
Action by Common Council:	Scheduled for May 5, 2025
Action by the Joint Review Board:	Scheduled for May 8, 2025

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## **SECTION 1:**

### **Executive Summary**

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#### **DESCRIPTION OF DISTRICT**

Tax Incremental District (“TID”) No. 25 (“District”) is proposed to be created to provide rehabilitation and conservation in an area approximately 6.992 acres and located at the former Aurora Hospital site. When created, the District will pay the costs of new public infrastructure, land acquisition, development incentives and other project costs, all of which are required to rehabilitate and conserve the area within the District needed to facilitate the construction of twenty-one (21) single family homes (the “Project”).

#### **AUTHORITY**

The City is creating the District under the provisions of Chapter 66 of the Wisconsin Statutes, particularly, Wis. Stat. §§ 66.1105 and 66.1337.

#### **ESTIMATED TOTAL PROJECT COST EXPENDITURES**

The City anticipates making total expenditures of approximately \$3,421,063 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$163,000 in property acquisition costs, \$600,000 in public infrastructure costs, \$483,000 in ongoing planning and administration costs, repayment of advances, and financing costs, and \$1,600,000 in development incentives.

#### **INCREMENTAL VALUATION**

The City projects that new land and improvements value of approximately \$8M will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

#### **EXPECTED TERMINATION OF DISTRICT**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 27 of its allowable 27 years.

#### **SUMMARY OF FINDINGS**

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

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in

the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

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

Substantial investment is needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

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

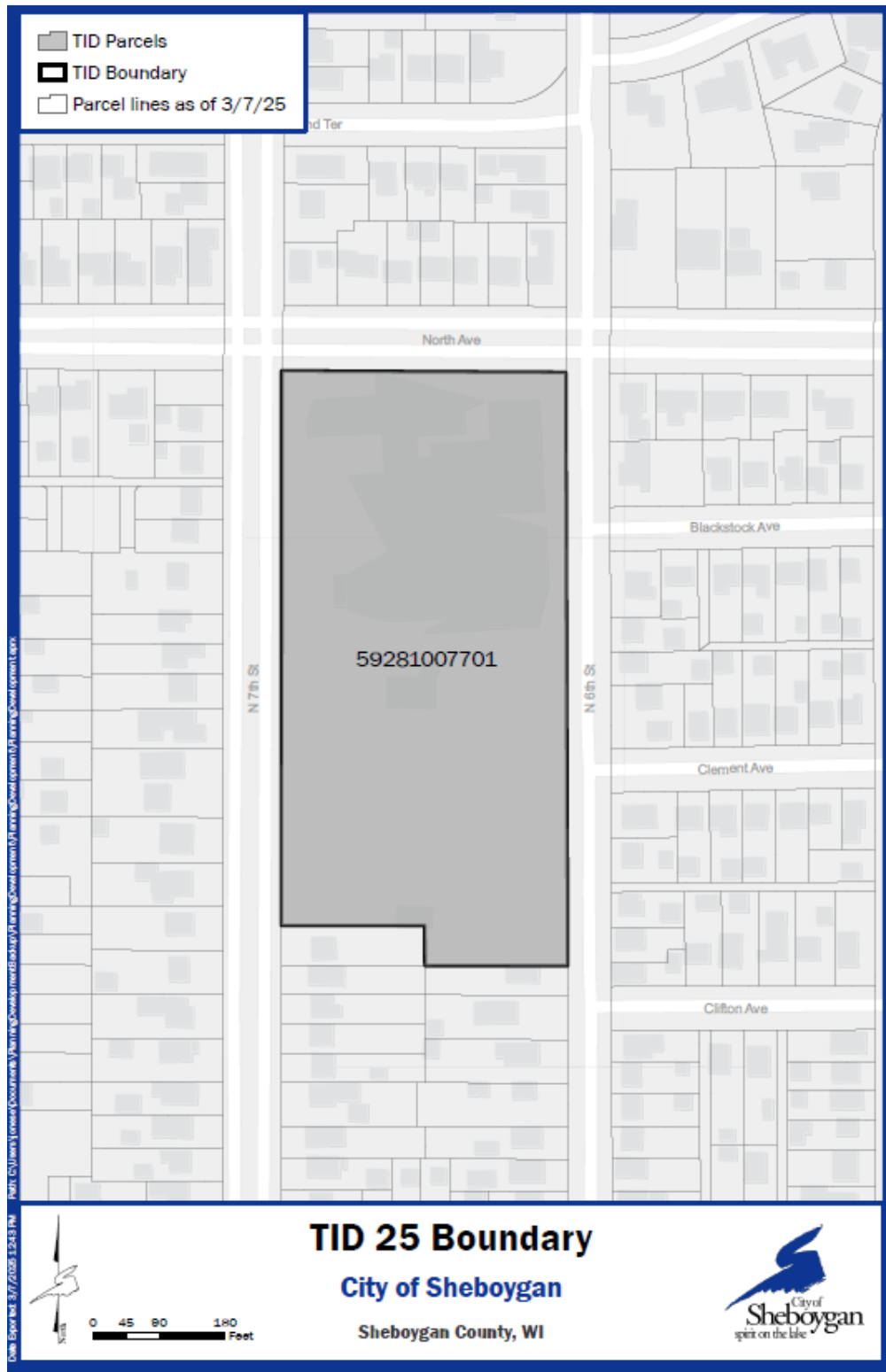
That the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a).
5. Based on the foregoing finding, the District is designated as a district in need of rehabilitation or conservation.
6. The Project Costs relate directly to the rehabilitation or conservation of property and improvements in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.



8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

## SECTION 2: Preliminary Map of Proposed District Boundary



## SECTION 3:

### Map Showing Existing Uses and Conditions



## SECTION 4:

### Preliminary Parcel List and Analysis

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#### Parcel Data

Map Reference Number	Parcel Number	Owner	Acres	Acres
				Rehab/ Conservation
N/A	ROW Areas		0.00	
1	59281007701	SHEBOYGAN MEMORIAL HOSPITAL INC	6.992	6.992
TOTALS			6.992	6.992

Percentage of TID Area Designated as in Need of Rehabilitation or Conservation (at least)

Percentage of TID Area Not Designated as in Need of Rehabilitation or Conservation

Total Area

## SECTION 5: Equalized Value Test

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

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$153,075,800. This value is less than the maximum of \$565,963,260 in equalized value that is permitted for the City.

City of Sheboygan, Wisconsin		
Tax Increment District No. 25		
Valuation Test Compliance Calculation		
<u>Calculation of City Equalized Value Limit</u>		
City TID IN Equalized Value (Jan. 1, 2024)	\$	4,716,360,500
TID Valuation Limit @ 12% of Above Value	\$	565,963,260
<u>Calculation of Value Subject to Limit</u>		
Estimated Base Value of Territory to be Included in District	\$	1,421,300
Plus: Assumed change for Jan. 1, 2025 assessment	\$	-
Incremental Value of Existing Districts (Jan. 1, 2024)	\$	151,654,500
Less: Value of Parcels Removed from District	\$	-
Less: Value of Underlying TID Parcels	\$	-
Total Value Subject to 12% Valuation Limit	\$	153,075,800
Total Percentage of TID IN Equalized Value		3.25%
Residual Value Capacity of TID IN Equalized Value	\$	412,887,460

## **SECTION 6:**

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

---

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

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

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

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

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



defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

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

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

### **Acquisition of Easements**

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

### **Relocation Costs**

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

## **Site Preparation Activities**

### **Environmental Audits and Remediation**

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

### **Demolition**

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

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

### **Utilities**

#### **Sanitary Sewer System Improvements**

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

#### **Water System Improvements**

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

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

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

### **Electric Service**

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

### **Gas Service**

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

### **Communications Infrastructure**

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

### **Streets and Streetscape**

#### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

#### **Streetscaping and Landscaping**

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

### **Community Development**

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

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

#### **Contribution to Redevelopment Authority (RDA)**

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property

acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

### **Revolving Loan/Grant Program (Development Incentives)**

To encourage private development consistent with the objectives of this Plan, the City, through its RDA may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

### **Municipal Revenue Obligations (MRO's) (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and a guaranteed increment value through a Municipal Revenue Obligation (MRO). Terms of an MRO may be negotiated specifically with each developer and approved by the City Council. No MRO payments will be provided until the City executes a developer agreement with the recipient and the agreed upon increment is generated. Any payments related to an MRO executed by the City are eligible Project Costs.

## **Miscellaneous**

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

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

### **Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee

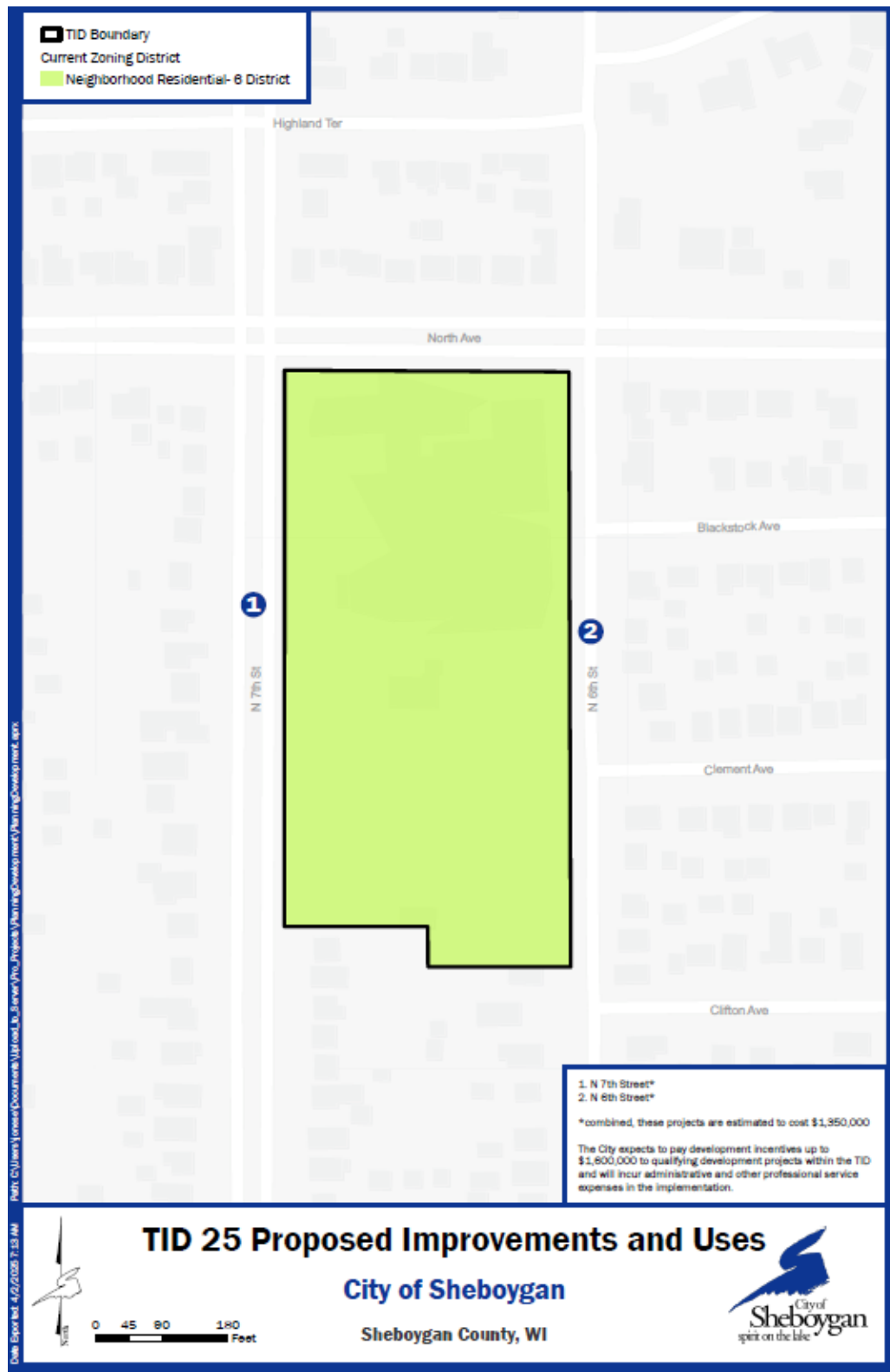
salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

**Financing Costs**

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



## SECTION 7: Map Showing Proposed Improvements and Uses



## SECTION 8:

### Detailed List of Estimated Project Costs

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

## City of Sheboygan, Wisconsin

### Tax Incremental District No. 25

#### Detailed List of Estimated Project Costs

Project Name/Type	Est. Cost		Less: Non-Project Costs	Totals
	2025	Ongoing		
Site Acquisition Reimbursement to City	163,000			
Public Infrastructure	1,350,000		750,000	600,000
Development Incentives		1,600,000		1,600,000
Repayment of Advances		203,000		203,000
Interest on Long Term Debt		375,063		375,063
Financing Costs	10,000			10,000
Ongoing Planning & Administrative Costs		470,000		470,000
	<u>1,523,000</u>	<u>2,648,063</u>	<u>750,000</u>	<u>3,258,063</u>

## SECTION 9:

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

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

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$8 million in incremental value by 2028. Estimated valuations and timing for construction of the Project are included in Table 1. Assuming the City's current equalized TID Interim tax rate of \$15.878316 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$3,284,543 in incremental tax revenue over the 27-year term of the District as shown in Table 2.

**Table 1 – Development Assumptions**

City of Sheboygan, Wisconsin					
Tax Increment District No. 25					
Development Assumptions					
Construction Year		Single Family Homes		Annual Total	Construction Year
1	2025	5	1,904,762	<b>1,904,762</b>	2025 1
2	2026	8	3,047,619	<b>3,047,619</b>	2026 2
3	2027	8	3,047,619	<b>3,047,619</b>	2027 3
4	2028			<b>0</b>	2028 4
5	2029			<b>0</b>	2029 5
<b>Totals</b>		<b>21</b>	<b>8,000,000</b>	<b>8,000,000</b>	

**Table 2 – Tax Increment Projection Worksheet****City of Sheboygan, Wisconsin****Tax Increment District No. 25****Tax Increment Projection Worksheet**

Type of District	Rehabilitation	Base Value	1,421,300
District Creation Date	April 21, 2025	Economic Change Factor	0.00%
Valuation Date	Jan 1, 2025	Apply to Base Value	
Max Life (Years)	27	Base Tax Rate	\$15.88
End of Expenditure Period	22 4/21/2047	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	27 2053		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	Yes		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate <sup>1</sup>	Tax Increment
1	2025	1,904,762	2026	0	1,904,762	2027	\$15.88	30,244
2	2026	3,047,619	2027	0	4,952,381	2028	\$15.88	78,635
3	2027	3,047,619	2028	0	8,000,000	2029	\$15.88	127,027
4	2028	0	2029	0	8,000,000	2030	\$15.88	127,027
5	2029	0	2030	0	8,000,000	2031	\$15.88	127,027
6	2030	0	2031	0	8,000,000	2032	\$15.88	127,027
7	2031	0	2032	0	8,000,000	2033	\$15.88	127,027
8	2032	0	2033	0	8,000,000	2034	\$15.88	127,027
9	2033	0	2034	0	8,000,000	2035	\$15.88	127,027
10	2034	0	2035	0	8,000,000	2036	\$15.88	127,027
11	2035	0	2036	0	8,000,000	2037	\$15.88	127,027
12	2036	0	2037	0	8,000,000	2038	\$15.88	127,027
13	2037	0	2038	0	8,000,000	2039	\$15.88	127,027
14	2038	0	2039	0	8,000,000	2040	\$15.88	127,027
15	2039	0	2040	0	8,000,000	2041	\$15.88	127,027
16	2040	0	2041	0	8,000,000	2042	\$15.88	127,027
17	2041	0	2042	0	8,000,000	2043	\$15.88	127,027
18	2042	0	2043	0	8,000,000	2044	\$15.88	127,027
19	2043	0	2044	0	8,000,000	2045	\$15.88	127,027
20	2044	0	2045	0	8,000,000	2046	\$15.88	127,027
21	2045	0	2046	0	8,000,000	2047	\$15.88	127,027
22	2046	0	2047	0	8,000,000	2048	\$15.88	127,027
23	2047	0	2048	0	8,000,000	2049	\$15.88	127,027
24	2048	0	2049	0	8,000,000	2050	\$15.88	127,027
25	2049	0	2050	0	8,000,000	2051	\$15.88	127,027
26	2050	0	2051	0	8,000,000	2052	\$15.88	127,027
27	2051	0	2052	0	8,000,000	2053	\$15.88	127,027
<b>Totals</b>		<b>8,000,000</b>		<b>0</b>		<b>Future Value of Increment</b>		<b>3,284,543</b>

Notes:

1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

## **Financing and Implementation**

Major project costs will be financed through advances from other funds, General Obligation Promissory Notes or Municipal Revenue Obligations to pay development incentives on a Pay-As-You-GO basis. **Table 3.** provides a summary of the District's financing plan.

**Table 3 – Financing Plan**

<b>City of Sheboygan, Wisconsin</b> <b>Tax Increment District No. 25</b> <b>Estimated Financing Plan</b>			
	<b>DEBT ISSUES</b>  <b>G.O. Promissory Note 2025</b>	<b>M REVENUE OB</b>  <b>Municipal Revenue Obligation (MRO) 2025</b>	<b>Totals</b>
Projects			
Phase I	600,000	1,600,000	2,200,000
Total Project Funds	600,000	1,600,000	2,200,000
Other Funds			
Debt Service Reserve			
Capitalized Interest	58,560		
Estimated Finance Related Expenses	10,000		
Total Financing Required	668,560		
Rounding	1,440		
Net Issue Size	670,000	1,600,000	2,270,000

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2053 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.



Table 4 – Cash Flow

City of Sheboygan, Wisconsin																				
Tax Increment District No. 25																				
Cash Flow Projection																				
	Projected Revenues				Projected Expenditures										Balances					
	Tax	Advances	Debt	Total Revenues	2025 G.O. Promissory Note \$670,000 Dated Date: 06/01/25			2025 G.O. Promissory Note \$670,000 Issue Total	Total Debt Service	Aurora Site Incentive 68%	Property Acquisition	Public Infrastructure	Repayment of Advances	Financing Costs	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	Year
Year	Increments	Funds	Proceeds		Principal	Est. Rate	Interest													
2025		203,000	670,000	873,000				0	0		163,000	600,000		10,000	40,000	813,000	60,000	60,000	2,270,000	2025
2026				0		4.25%	28,475	28,475	28,475						15,000	43,475	(43,475)	16,525	2,270,000	2026
2027	30,244			30,244		4.25%	28,475	28,475	28,475						15,000	43,475	(13,231)	3,294	2,270,000	2027
2028	78,635			78,635	5,000	4.25%	28,475	33,475	33,475	9,997					15,000	58,472	20,163	23,458	2,265,000	2028
2029	127,027			127,027	20,000	4.25%	28,263	48,263	48,263	43,116					15,000	106,378	20,648	44,106	2,235,003	2029
2030	127,027			127,027	25,000	4.25%	27,413	52,413	52,413	43,966					15,000	111,378	15,648	59,755	2,166,887	2030
2031	127,027			127,027	30,000	4.25%	26,350	56,350	56,350	45,028					15,000	116,378	10,648	70,403	2,092,922	2031
2032	127,027			127,027	30,000	4.25%	25,075	55,075	55,075	46,303					15,000	116,378	10,648	81,052	2,017,894	2032
2033	127,027			127,027	35,000	4.25%	23,800	58,800	58,800	47,578					15,000	121,378	5,648	86,700	1,936,591	2033
2034	127,027			127,027	35,000	4.25%	22,313	57,313	57,313	49,066					15,000	121,378	5,648	92,349	1,854,013	2034
2035	127,027			127,027	35,000	4.25%	20,825	55,825	55,825	50,553					15,000	121,378	5,648	97,997	1,769,947	2035
2036	127,027			127,027	35,000	4.25%	19,338	54,338	54,338	52,041					15,000	121,378	5,648	103,646	1,684,394	2036
2037	127,027			127,027	40,000	4.25%	17,850	57,850	57,850	53,528					15,000	126,378	648	104,294	1,592,354	2037
2038	127,027			127,027	40,000	4.25%	16,150	56,150	56,150	55,228					15,000	126,378	648	104,943	1,498,826	2038
2039	127,027			127,027	40,000	4.25%	14,450	54,450	54,450	56,928					15,000	126,378	648	105,591	1,403,597	2039
2040	127,027			127,027	40,000	4.25%	12,750	52,750	52,750	58,628					15,000	126,378	648	106,240	1,306,669	2040
2041	127,027			127,027	40,000	4.25%	11,050	51,050	51,050	60,328					15,000	126,378	648	106,888	1,208,041	2041
2042	127,027			127,027	50,000	4.25%	9,350	59,350	59,350	62,028					15,000	136,378	(9,352)	97,537	1,097,713	2042
2043	127,027			127,027	55,000	4.25%	7,225	62,225	62,225	64,153					15,000	141,378	(14,352)	83,185	980,685	2043
2044	127,027			127,027	55,000	4.25%	4,888	59,888	59,888	66,491					15,000	141,378	(14,352)	68,834	861,532	2044
2045	127,027			127,027	60,000	4.25%	2,550	62,550	62,550	68,828					15,000	146,378	(19,352)	49,482	735,042	2045
2046	127,027			127,027				0	0	71,378					15,000	86,378	40,648	90,131	666,214	2046
2047	127,027			127,027				0	0	71,378					15,000	86,378	40,648	130,779	594,836	2047
2048	127,027			127,027				0	0	71,378					15,000	86,378	40,648	171,428	523,458	2048
2049	127,027			127,027				0	0	71,378					15,000	86,378	40,648	212,076	452,080	2049
2050	127,027			127,027				0	0	71,378					15,000	86,378	40,648	252,725	380,702	2050
2051	127,027			127,027				0	0	71,378			203,000		15,000	289,378	(162,352)	90,373	309,324	2051
2052	127,027			127,027				0	0	71,378					15,000	86,378	40,648	131,021	237,945	2052
2053	127,027			127,027				0	0	166,567					25,000	191,567	(64,541)	66,481	166,567	2053
(2025 - 2053)	3,284,543	203,000	670,000	4,157,543	670,000		375,063	1,045,063	1,045,063	1,600,000	163,000	600,000		10,000	470,000	4,091,063				(2025 - 2053)
Notes:																	PROJECTED CLOSURE YEAR			

## **SECTION 10: Annexed Property**

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

## **SECTION 11: Estimate of Property to Be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

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### **Zoning Ordinances**

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

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

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for residential development.

### **Building Codes and Ordinances**

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

## **SECTION 13:**

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

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

## **SECTION 14:**

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

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

## **SECTION 15:**

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

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

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

fees, grants, special assessments, or revenues other than tax increments.

- The 6<sup>th</sup> and 7<sup>th</sup> Street road and utility infrastructure projects are directly adjacent to the District and only partially benefit the District. The cost of the project is approximately \$1,350,000 of which \$750,000 is a non-project cost.

## SECTION 16:

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

---



TAGLaw International Lawyers

Brion T. Winters  
Direct Telephone  
414-287-1561

brion.winters@vonbriesen.com

As of May 5, 2025

Mayor  
City of Sheboygan  
828 Center Avenue  
Sheboygan, Wisconsin 53081

**RE: Project Plan for City of Sheboygan Tax Incremental District No. 25**

Dear Mayor:

Wisconsin Statute §66.1105(4)(f) requires that a project plan for a tax incremental district includes an opinion provided by counsel advising as to whether the project plan is complete and complies with Wisconsin Statute §66.1105.

We have acted as counsel for the City of Sheboygan in connection with the proposed creation of Tax Incremental District No. 25 of the City of Sheboygan (the “**District**”) and the review of the project plan for the District dated May 5, 2025 (the “**Project Plan**”) for compliance with applicable statutory requirements.

Based upon our review, relying upon the accuracy of the statements set forth in the Project Plan, it is our opinion that the Project Plan is complete and complies with the provisions of Wisconsin Statute §66.1105.

Very truly yours,

von BRIESEN &amp; ROPER, s.c.

Brion T. Winters

#42491288v3

411 East Wisconsin Avenue, Suite 1000 Milwaukee, WI 53202 Phone 414-276-1122 Fax 414-276-6281

## SECTION 17:

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

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

City of Sheboygan, Wisconsin Tax Increment District No. 25 Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Revenue Year	Sheboygan County	City of Sheboygan	Sheboygan School District	Lakeshore Technical College	Total	Revenue Year
2027	6,652	12,598	9,979	1,016	30,244	2027
2028	17,294	32,754	25,946	2,641	78,635	2028
2029	27,937	52,910	41,913	4,267	127,027	2029
2030	27,937	52,910	41,913	4,267	127,027	2030
2031	27,937	52,910	41,913	4,267	127,027	2031
2032	27,937	52,910	41,913	4,267	127,027	2032
2033	27,937	52,910	41,913	4,267	127,027	2033
2034	27,937	52,910	41,913	4,267	127,027	2034
2035	27,937	52,910	41,913	4,267	127,027	2035
2036	27,937	52,910	41,913	4,267	127,027	2036
2037	27,937	52,910	41,913	4,267	127,027	2037
2038	27,937	52,910	41,913	4,267	127,027	2038
2039	27,937	52,910	41,913	4,267	127,027	2039
2040	27,937	52,910	41,913	4,267	127,027	2040
2041	27,937	52,910	41,913	4,267	127,027	2041
2042	27,937	52,910	41,913	4,267	127,027	2042
2043	27,937	52,910	41,913	4,267	127,027	2043
2044	27,937	52,910	41,913	4,267	127,027	2044
2045	27,937	52,910	41,913	4,267	127,027	2045
2046	27,937	52,910	41,913	4,267	127,027	2046
2047	27,937	52,910	41,913	4,267	127,027	2047
2048	27,937	52,910	41,913	4,267	127,027	2048
2049	27,937	52,910	41,913	4,267	127,027	2049
2050	27,937	52,910	41,913	4,267	127,027	2050
2051	27,937	52,910	41,913	4,267	127,027	2051
2052	27,937	52,910	41,913	4,267	127,027	2052
2053	27,937	52,910	41,913	4,267	127,027	2053
<b>Totals</b>	<b>722,364</b>	<b>1,368,114</b>	<b>1,083,743</b>	<b>110,322</b>	<b>3,284,543</b>	



**CITY OF SHEBOYGAN  
RESOLUTION 6-25-26**

**BY ALDERPERSONS BELANGER AND CLOSE.**

**MAY 5, 2025.**

A RESOLUTION approving the General Development Plan submitted by Rachel Kohler for construction of three new single-family homes, a family hall building, a pool and gym building, and a garage with a family apartment above on Parcel No. 59281014410 within a Planned Unit Development (PUD) zone.

WHEREAS, prior to consideration of this resolution, the Common Council will have approved rezoning of the parcels involved from Suburban Residential - 5 (SR-5) to Suburban Residential - 5 (SR-5) with Planned Unit Development (PUD) overlay; and

WHEREAS, Rachel Kohler submitted a Planned Unit Development General Development Plan (GDP) for construction of three new single-family homes, a family hall building, a pool and gym building, and a garage with a family apartment above on parcel no. 59281014410 a copy of which is attached; and

WHEREAS, the packet submitted by Rachel Kohler 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, Rachel Kohler 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. Outdoor storage of materials, products or equipment shall be prohibited.
4. 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.).
5. All areas used for parking/maneuvering of vehicles shall be paved.
6. Any new ingress/egress driveway openings and any drives to be closed or modified shall be improved to standard City specifications.
7. 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.).
8. 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.).
9. Applicant shall immediately clean any and all sediments, materials, tracking, etc. that may be spilled off-site on private or public lands and streets.
10. Streets and infrastructure damaged and/or disturbed during construction of all private and/or public improvements shall be promptly repaired by the applicant.
11. 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.
12. 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).
13. City Development staff will issue a building permit only if the applicant has adequately satisfied all concerns related to the Sheboygan Fire Department.
14. The structures on the property shall not be used as short- or long-term rentals.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the GDP submitted by Rachel Kohler for construction of three new single-family homes, a family hall building, a pool and gym building, and a garage with a family apartment above on parcel no. 59281014410 within a Planned Unit Development (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 Rachel Kohler 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

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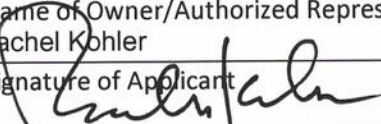
Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan

	<b>CITY OF SHEBOYGAN</b>	Fee: <u>\$250.00</u>
	<b>APPLICATION FOR</b>	Review Date: _____
	<b>CONDITIONAL USE</b>	Zoning: _____

Read all instructions before completing. If additional space is needed, attach additional pages.

<b>SECTION 1: Applicant/ Permittee Information</b>			
Applicant Name (Ind., Org. or Entity) POI Properties LLC		Authorized Representative Rachel Kohler	
Title Sole Member			
Mailing Address 1900 North Howe St		City Chicago	State IL
ZIP Code 60614			
Email Address rachel.kohler@thekohopfamily.com		Phone Number (incl. area code) 3124853974	
<b>SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)</b>			
Applicant Name (Ind., Org. or Entity)		Contact Person	
Title			
Mailing Address		City	State
ZIP Code			
Email Address		Phone Number (incl. area code)	
<b>SECTION 3: Project or Site Location</b>			
Project Address/Description 120 Vollrath Boulevard, Sheboygan WI 53081			Parcel No.
<b>SECTION 4: Proposed Conditional Use</b>			
Name of Proposed/Existing Business:			
Existing Zoning:			
Present Use of Parcel:			
Proposed Use of Parcel:			
Present Use of Adjacent Properties:			
<b>SECTION 5: Certification and Permission</b>			
<p><b>Certification:</b> I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.</p>			
<p><b>Permission:</b> I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.</p>			
Name of Owner/Authorized Representative (please print) Rachel Kohler		Title Sole Member	Phone Number 3124853974
Signature of Applicant 		Date Signed 10/7/24	

Complete application is to be filed with the Department of City Development, 828 Center Avenue, Suite 208. To be placed on the agenda of the City Plan Commission, application must be filed three weeks prior to date of meeting – check with City Development on application submittal deadline date. Applications will not be processed if all required attachments and filing fee of \$250 (payable to the City of Sheboygan) are not submitted along with a complete and legible application. Application filing fee is non-refundable.



# Tuckey Design Studio



120 VOLLRATH BOULEVARD  
City of Sheboygan PUD Step III Review  
03 April 2025

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NEIGHBORING PROPERTIES MAP

EXISTING SITE MAP

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- Residential and nonresidential intensities
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- Relationship nearby properties and public streets
- Relationship of the project to the comprehensive master plan
- Draft list of zoning standards that will not be met by the proposed PUD

PROPOSED MODIFICATIONS

- Land use modifications
- Density and intensity modifications
- Bulk modifications
- Landscaping modifications
- Parking and loading modifications

CONCEPTUAL GRADING PLAN

CONCEPTUAL LANDSCAPING PLAN

CONCEPTUAL LIGHTING PLAN

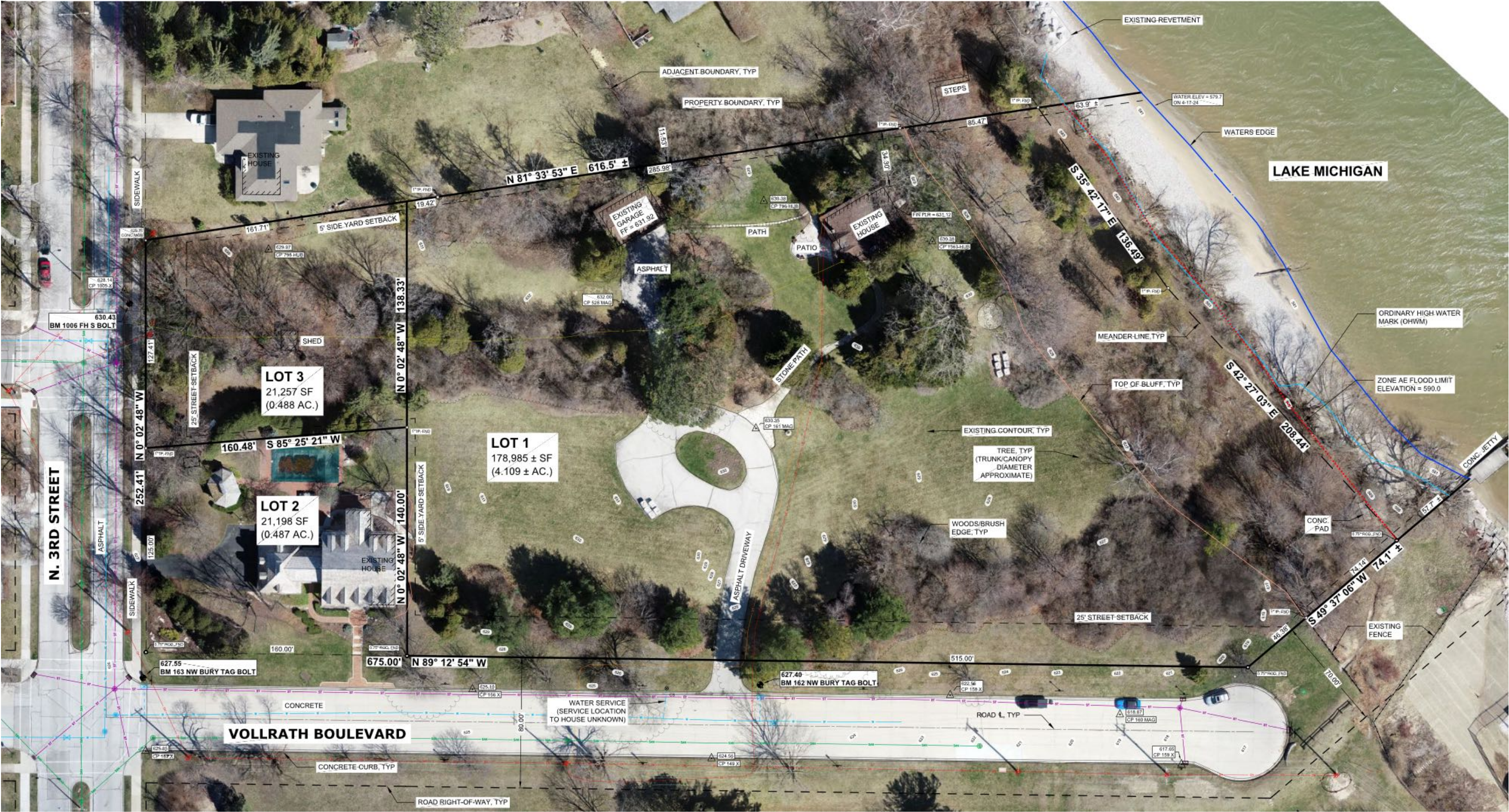
















villa interior rendering

## PROPOSED PUD

### General project themes and images

The project theme for the development of the site is to increase the number of dwellings for the family as they have outgrown the existing residence. The development will provide the necessary living quarters for the family to live in, visit, and gather in reinforcing their connection the property and greater community.

The buildings reference both the existing structure, the Chalet, and Austrian residential traditions alluding to the family's origins while being modern, site specific, and energy efficient.

### Mix of dwelling unit types or land uses

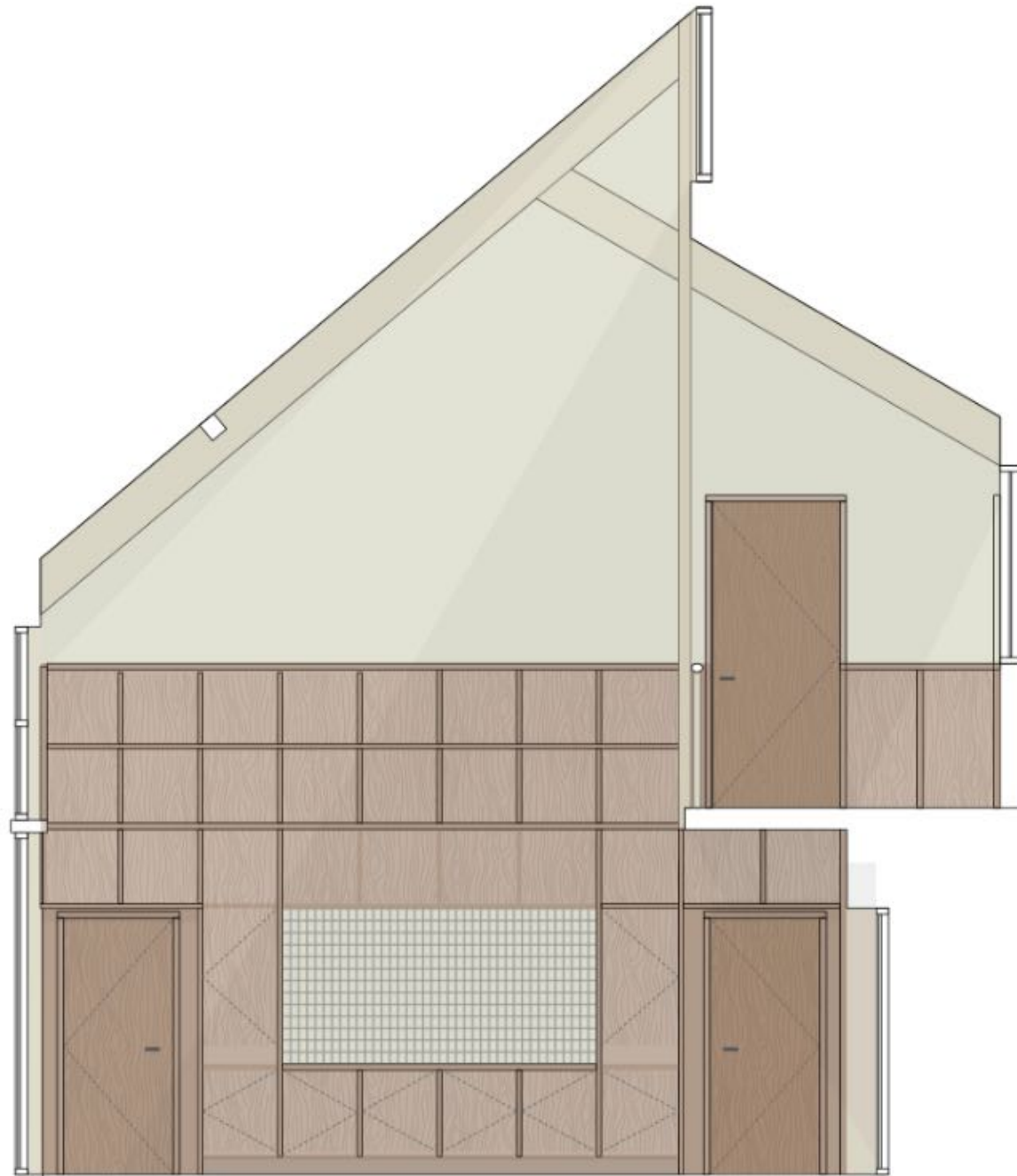
The PUD entails the renovation and expansion of the existing single-family residence known as 'The Chalet'. The Chalet is the original home built on the property in 1919, and it will remain a single-family residence with a new master suite added to the first floor.

Three (3) new single-family villas are planned for the eastern edge of the property overlooking the lake forming a new shared lawn and garden between them.

A new family hall and pool building with gym are planned for the southwest area of the property. The family hall will contain the main plant for this building and the incoming services for the property. Underground parking for four (4) cars and two (2) more outside are planned below grade. At the first floor will be dining and gathering spaces for the family with private artistic work spaces above on the second floor. The adjacent pool building with gym is a one-story structure containing a gym, pool, and sauna.

The final building will be a new garage built in place of the existing garage. The new garage is planned for two (2) cars and a storage bay at grade with a family apartment above. The apartment will only to be used by extended family and guests visiting the property. All dwellings are for private use only and not for hire.

Site access is being moved from Vollrath Boulevard to Third Street where the driveway was originally built. Vehicles will not have access to the entire property and pervious pathways will link the parking area and family hall to the other buildings on the property.



family hall interior elevation

## PROPOSED PUD

### Approximate residential densities and nonresidential intensities

Dwelling units allowed per acre - 5  
 Lot Area = 4.59 acres or 200,242 sf with a BCR of 0.40 = 80,095 sf allowed  
 BCR proposed = 14,864 sf  
 Impervious surface area = 3,345 sf

### Treatment of natural features

The natural features of the property will be retained, enhanced, and densified at the perimeter of the property. New lawns and gardens will be created around and between the various structures creating privacy between the buildings and common spaces for the family to gather in.

### Relationship nearby properties and public streets

The new buildings all sit at or within the setbacks governing the SR-5 zoning district the property is governed by. The furthest west building is set an additional 58'-0" from the side yard setback to give it separation from the adjacent property at 220 Vollrath Boulevard.

The new garage with apartment is set to the north of the property 13'-0" off of the property line in the same vicinity of the existing garage being demolished.

The villas are set to the east of the property far from neighboring residence s and only villa three abuts the street setback on the south property line.

### Relationship of the project to the comprehensive master plan

The proposed development maintains the current residential use of the district and character of the exiting properties found adjacent to the property on Vollrath Boulevard and Third Street.

### Draft list of zoning standards that will not be met by the proposed PUD

Dwelling unit per acre

Special use for Private Residential Recreational Facility

Bulk regulations for Accessory Structures

Minimum Number of Off-Street Parking Spaces



## PROPOSED MODIFICATIONS

### Land use modifications

The land use of the property remains the same, private single-family residential with accessory uses. The modification sought is the granting of a special use for the establishment of private residential recreational facilities on the property.

### Density and intensity modifications

The development maintains the character of the SR-5 Suburban Residential District and requires an increase from one (1) dwelling unit per lot to five (5) dwelling units and two (2) private residential recreational facilities exceeding the bulk requirements for accessory structures per 15-4.

### Bulk modifications

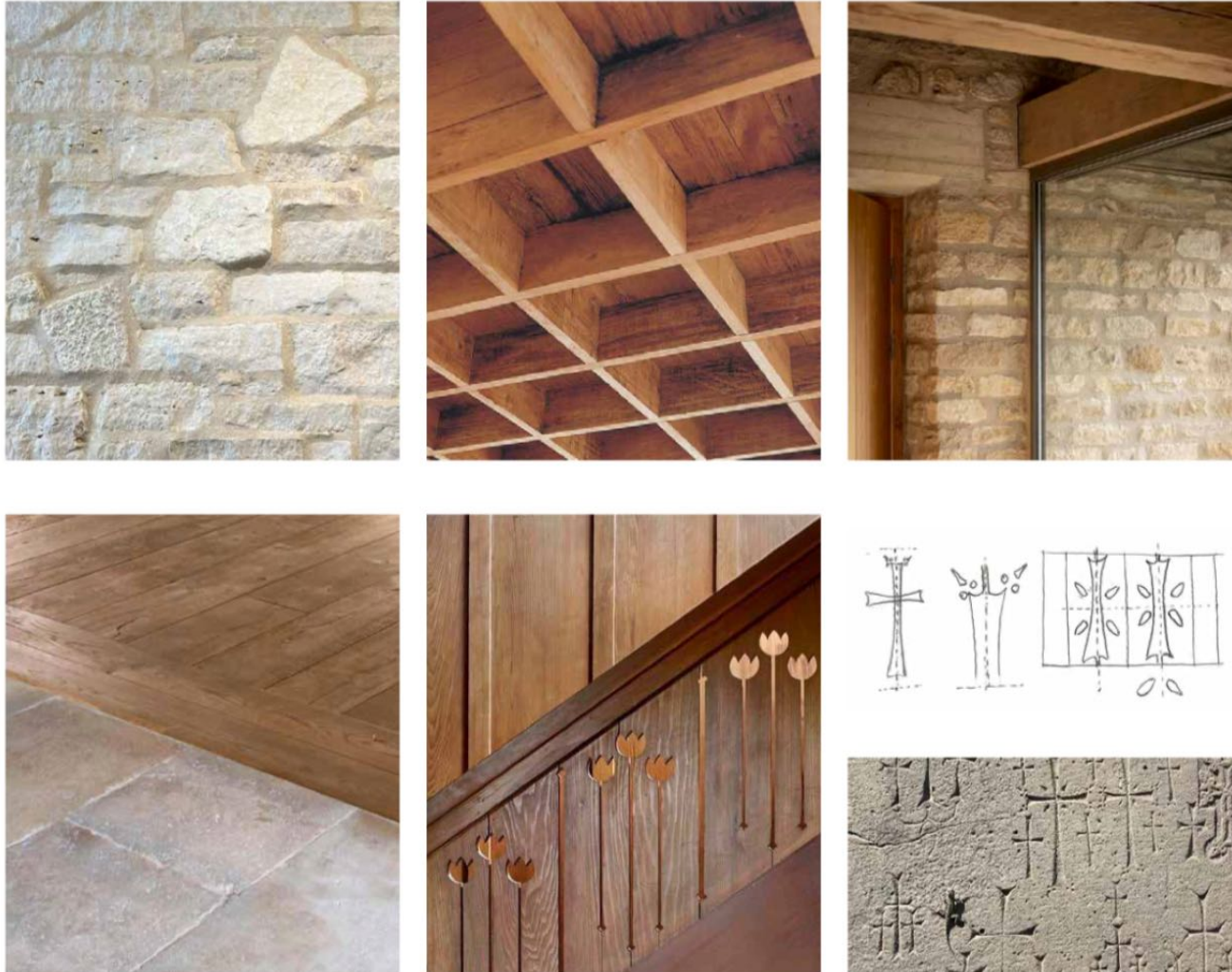
The bulk modifications needed are an increase in the accessory building height and total area allowed

### Landscaping modifications

No modification is necessary for the development.

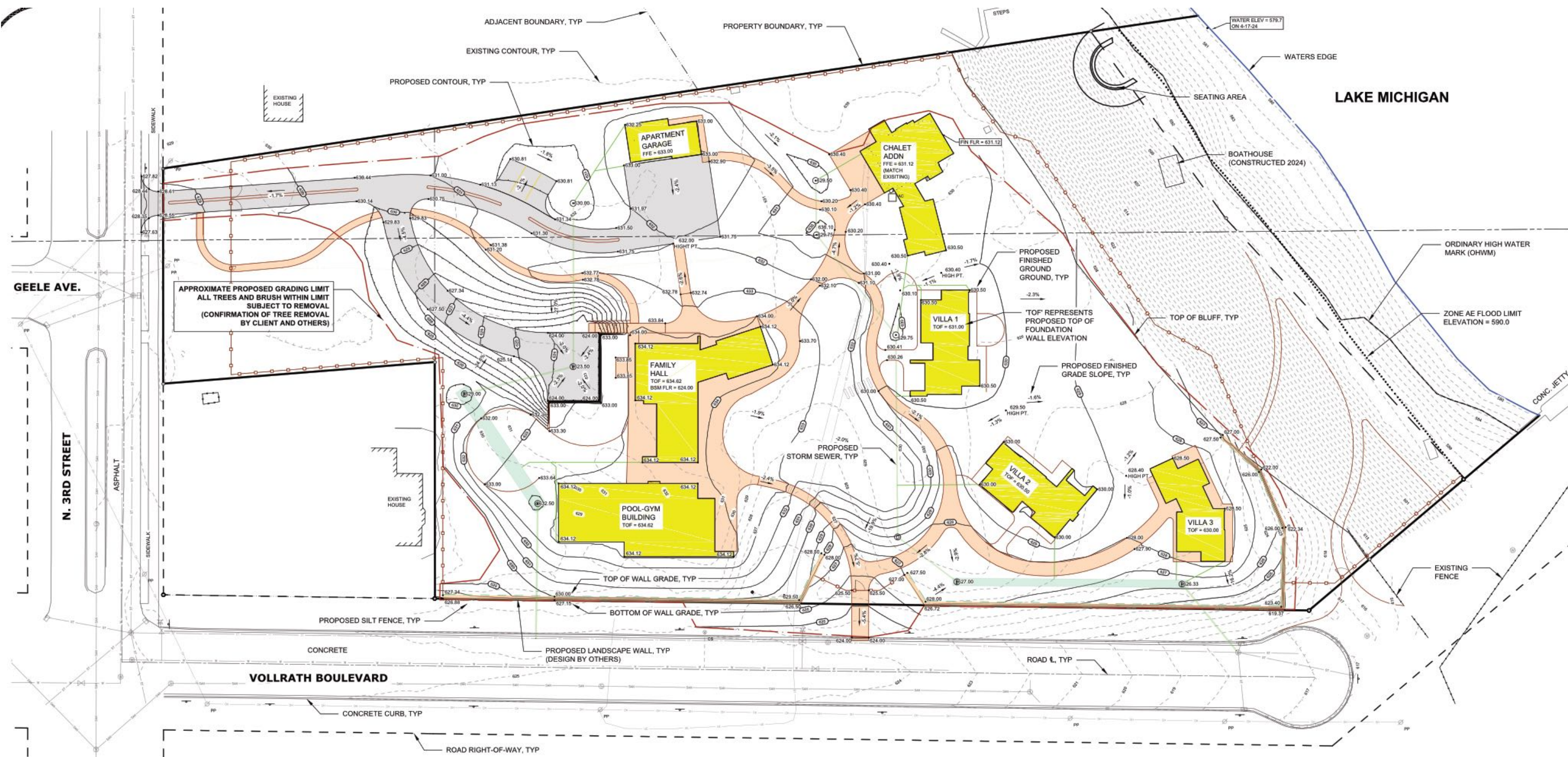
### Parking and loading modifications

Reduce the required parking from 3 spaces per dwelling unit or 15 for the 5 dwelling units to 8 spaces. Additional parking can be accommodated along the new driveway and turnabout, but they are not dedicated parking spaces.



project materials

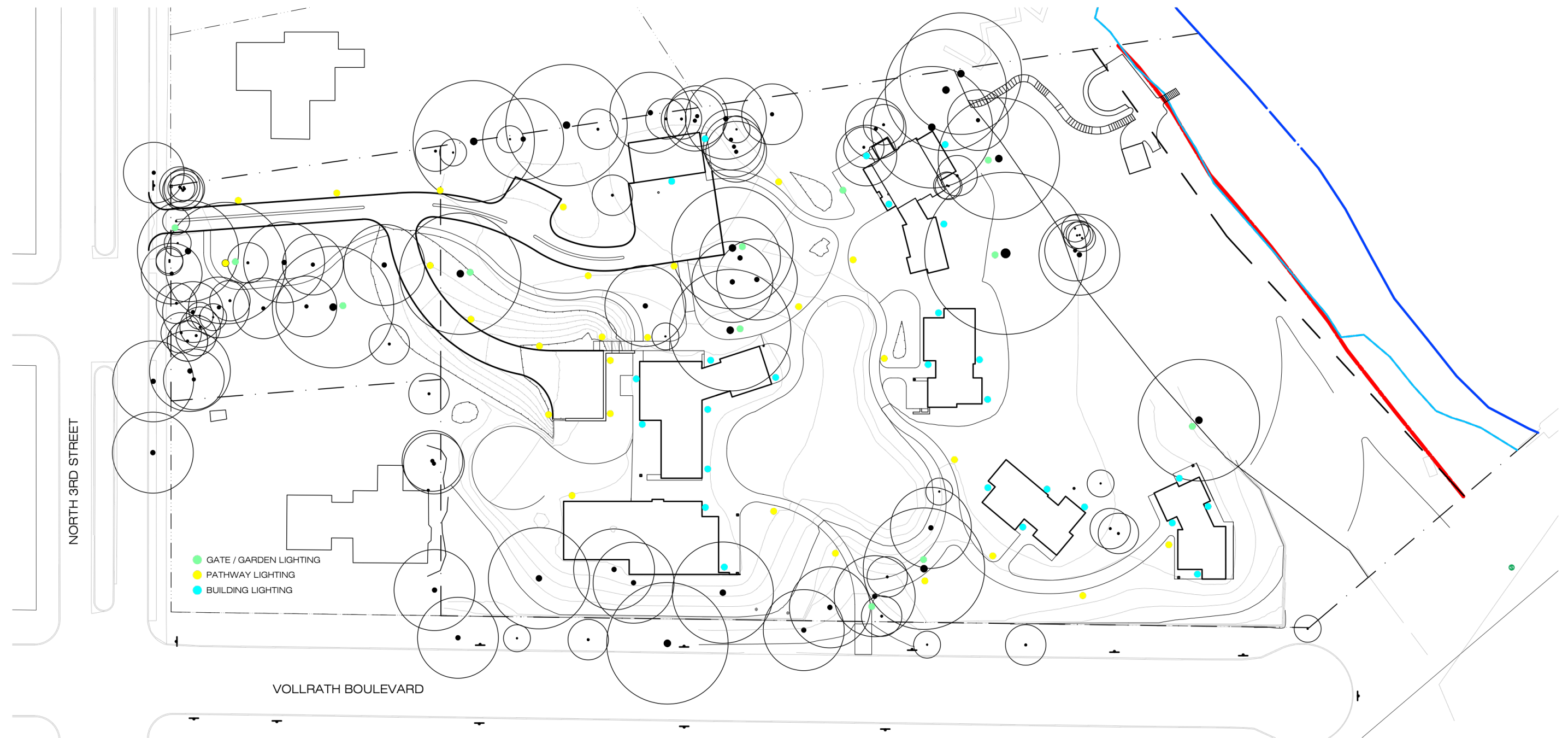








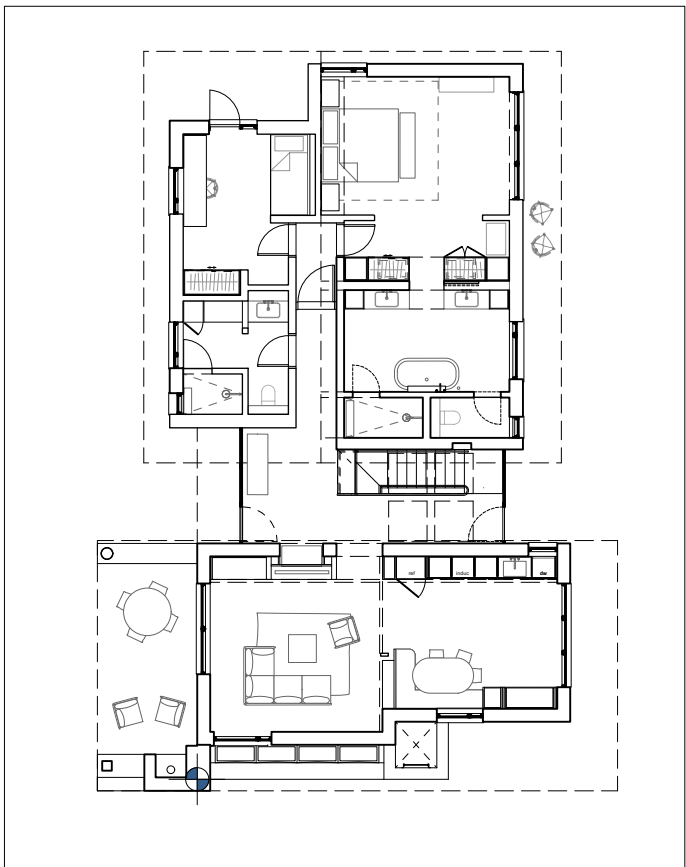












Key Plan

Sheboygan Point  
Villa One  
Proposed - West Elevation

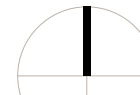
#### General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

#### External Finishes Key

- 4" thick Fond du Lac Stone
- Timber framed triple glazed window
- Openable timber side ventilation panel with fly screen in front
- Vertical timber weather boarding with 1"x2" vertical batten

- Larger dimension Fond du Lac Stone with bushhammered finish
- Dark slimline metal framed windows
- Timber shingles to pitched roof

Drawing Scale	1:25	0	250	500	1000	2500mm							
Paper Scale	1:1	0	10	20	30	40		50	60	70	80	90	100mm
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							Rev.	Notes	Date	Drawn			

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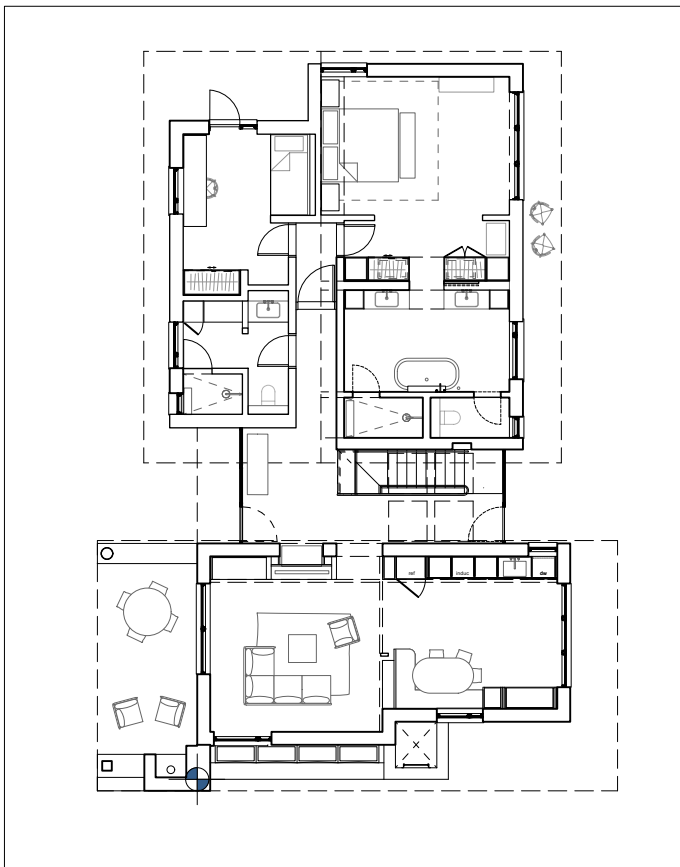
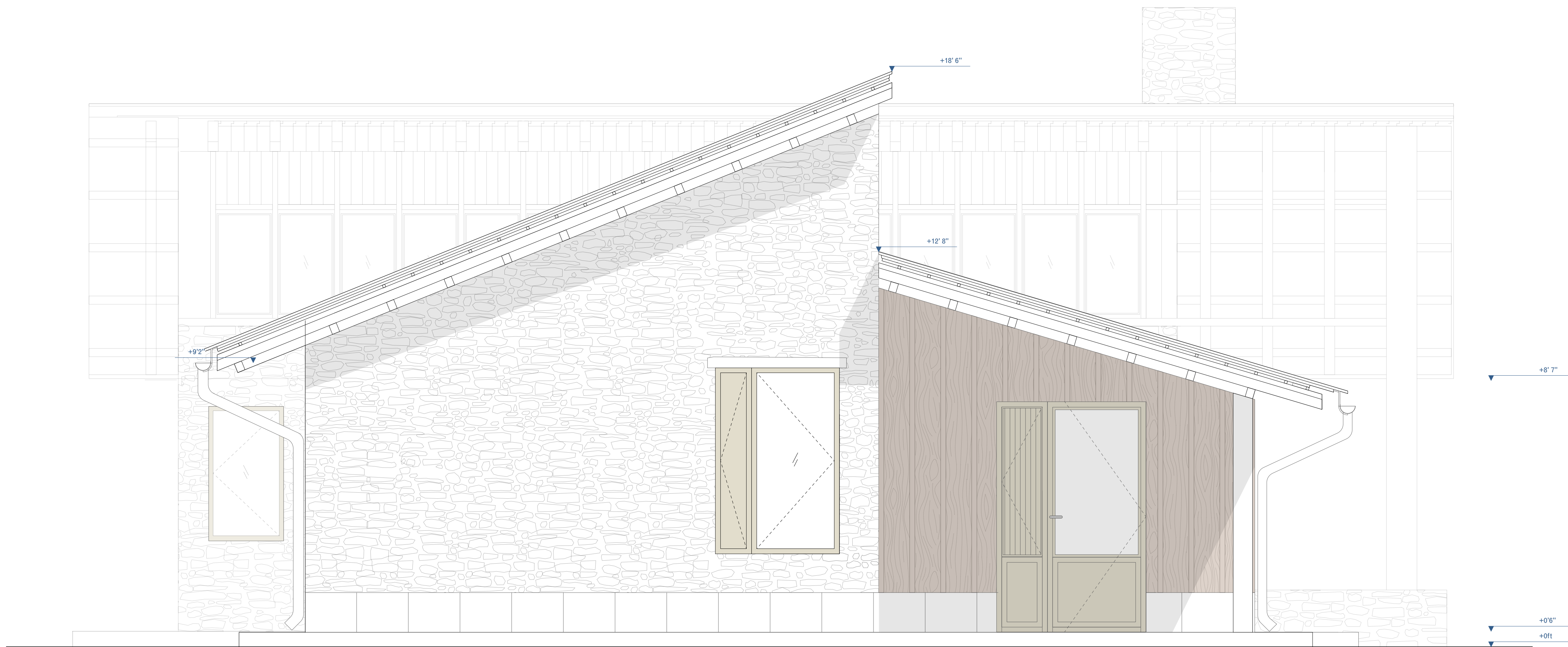
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London W14 0LB  
United Kingdom

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Gottardstrasse 44  
8004 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa One West Elevation  
Drawing Number  
TDS\_301\_03\_230

Job Number  
0301  
Scale at A1  
1:25  
Scale at A3  
1:50





Key Plan

Sheboygan Point  
Villa One

Proposed - North Elevation

#### General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

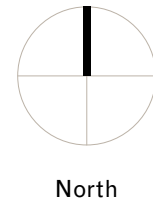
#### External Finishes Key

- 4" thick Fond du Lac Stone
- Timber framed triple glazed window
- Openable timber side ventilation panel with fly screen in front
- Vertical timber weather boarding with 1"x2" vertical batten

- Larger dimension Fond du Lac Stone with bushhammered finish
- Dark slimline metal framed windows
- Timber shingles to pitched roof

Drawing Scale 1:25 0 250 500 1000 2500mm

Paper Scale 1:1 0 10 20 30 40 50 60 70 80 90 100mm



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- Detail Design Issue

Rev. Notes

07 March 2025

Date

CL/JM/E

Drawn

Checked

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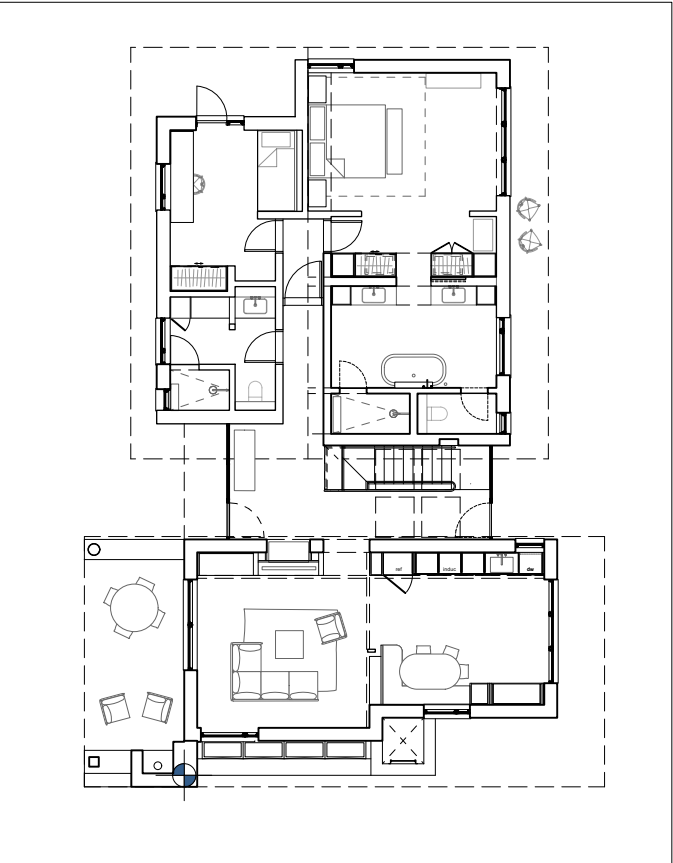
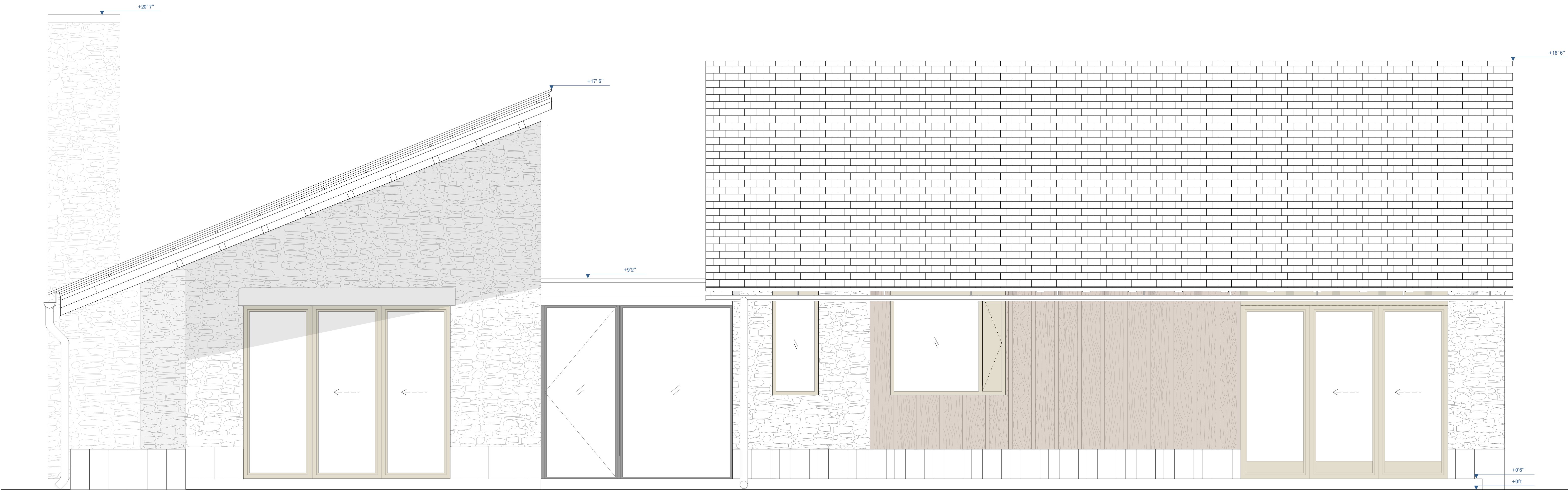
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Gottardstrasse 44  
8004 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa One North Elevation  
Drawing Number  
TDS\_301\_03\_231

Job Number  
0301  
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Scale at A3  
1:50

Detail Design



Key Plan

Sheboygan Point  
Villa One

Proposed - East Elevation

General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

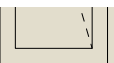
External Finishes Key



4" thick Fond du Lac Stone



Timber framed triple glazed window



Openable timber side ventilation panel with fly screen in front



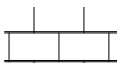
Vertical timber weather boarding with 1"x2" vertical batten



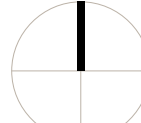
Larger dimension Fond du Lac Stone with bushhammered finish



Dark slimline metal framed windows



Timber shingles to pitched roof

Drawing Scale		1:25	0	250	500	1000							2500mm	
Paper Scale		1:1	0	10	20	30	40	50	60	70	80	90	100mm	
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-	Detail Design Issue	07 March 2025										CL/JM		
Rev.	Notes	Date										Drawn/Checked		

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studio@tuckeydesign.com

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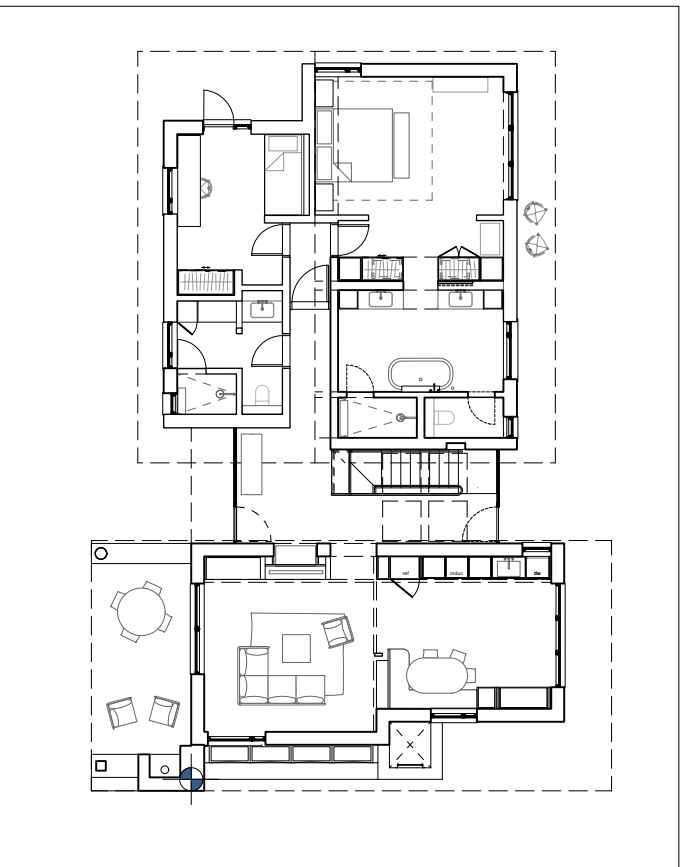
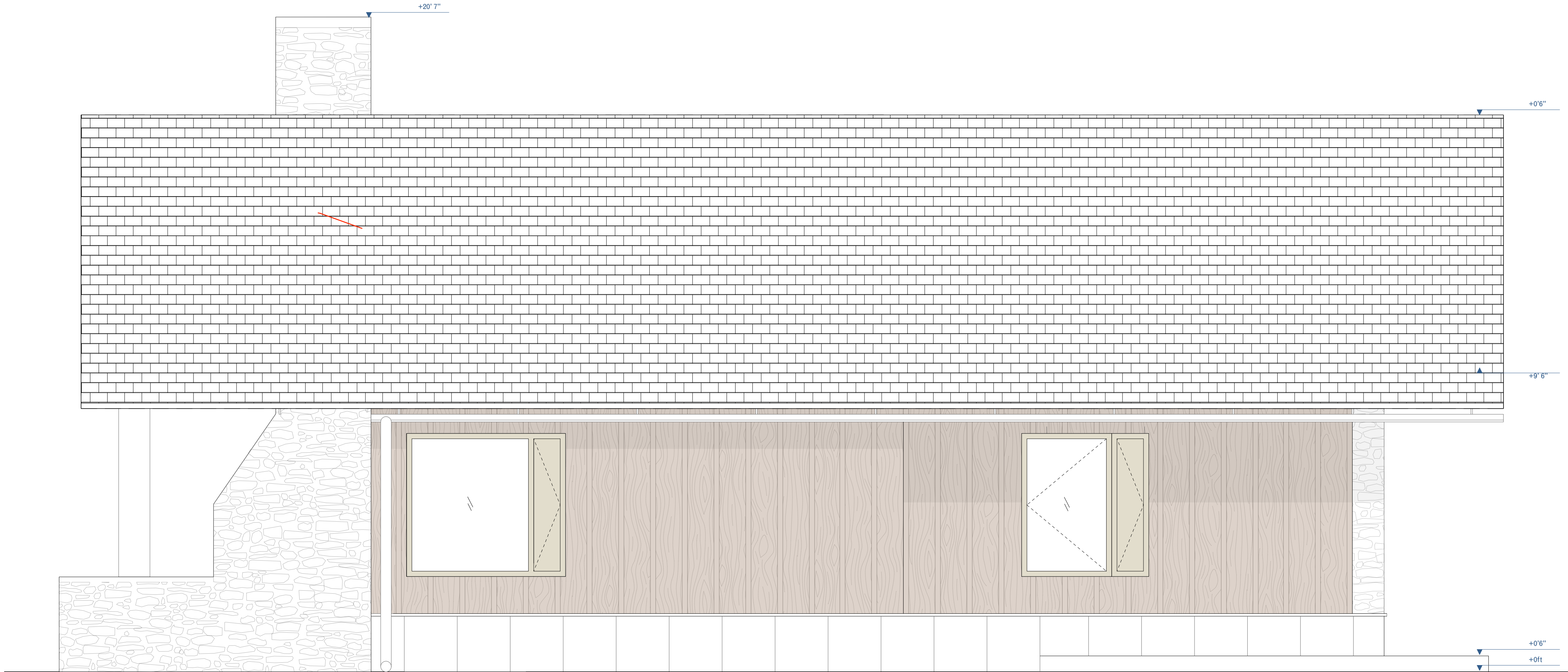
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Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa One East Elevation  
Drawing Number  
TDS\_301\_03\_232

Job Number  
0301  
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1:50

Detail Design





Key Plan



Sheboygan Point  
Villa One

Proposed - South Elevation

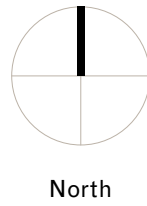
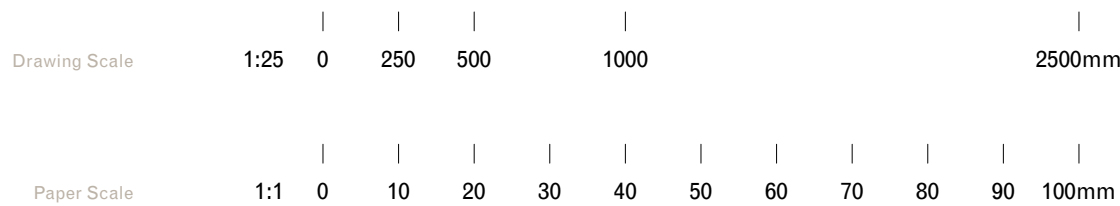
#### General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

#### External Finishes Key

- 4" thick Fond du Lac Stone
- Timber framed triple glazed window
- Openable timber side ventilation panel with fly screen in front
- Vertical timber weather boarding with 1"x2" vertical batten

- Larger dimension Fond du Lac Stone with bushhammered finish
- Dark slimline metal framed windows
- Timber shingles to pitched roof



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- Detail Design Issue

Rev. Notes

07 March 2025

Date

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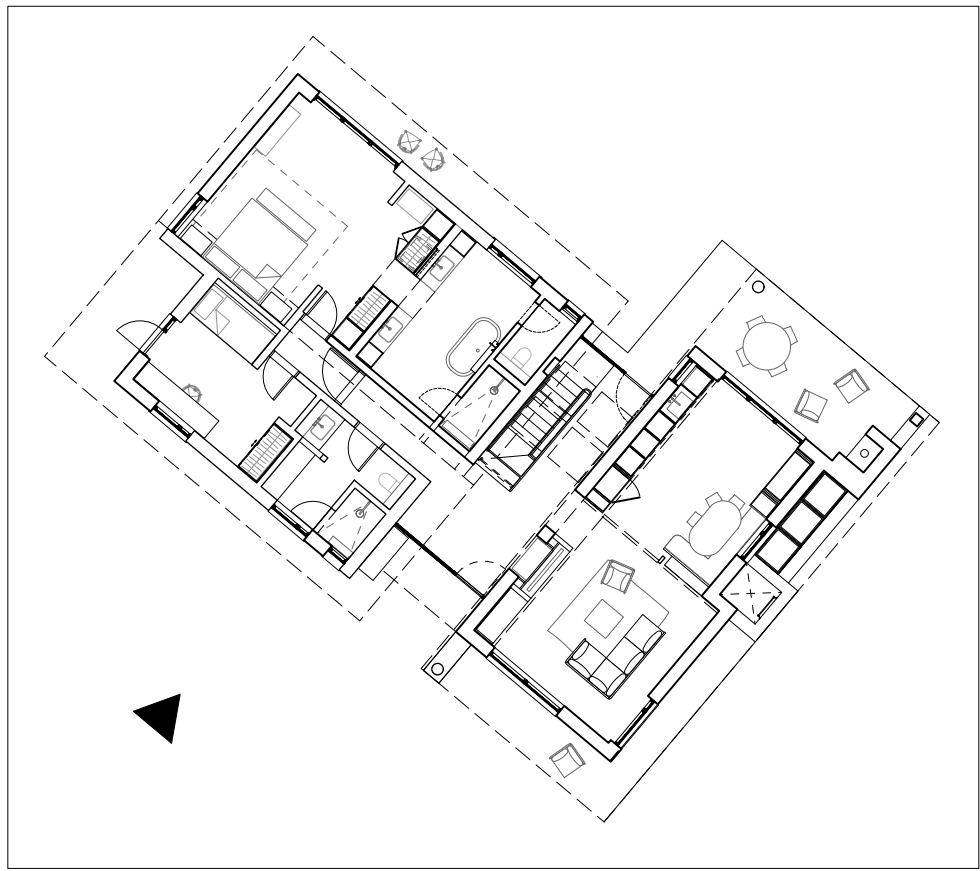
London  
+44 (0)20 8960 1909  
58 Milson Road  
London W14 0LB  
United Kingdom

Switzerland  
+41 (0)41 8671406  
Gottardstrasse 44  
8004 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa One South Elevation  
Drawing Number  
TDS\_301\_03\_233

Job Number  
0301  
Scale at A1  
1:25  
Scale at A3  
1:50

Detail Design



Key Plan

Sheboygan Point  
Villa Two

Proposed - West Elevation

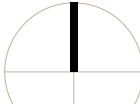
General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key

- 4" thick Fond du Lac Stone
- Timber framed triple glazed window
- Openable timber side ventilation panel with fly screen in front
- Vertical timber weather boarding with 1"x2" vertical batten

- Larger dimension Fond du Lac Stone with bushhammered finish
- Dark slimline metal framed windows
- Timber shingles to pitched roof

Drawing Scale	1:25	0	250	500	1000	2500mm							
Paper Scale	1:1	0	10	20	30	40		50	60	70	80	90	100mm
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-	Detail Design Issue	07 March 2025	CL/JM/E										
Rev.	Notes	Date	D										
			Checked										

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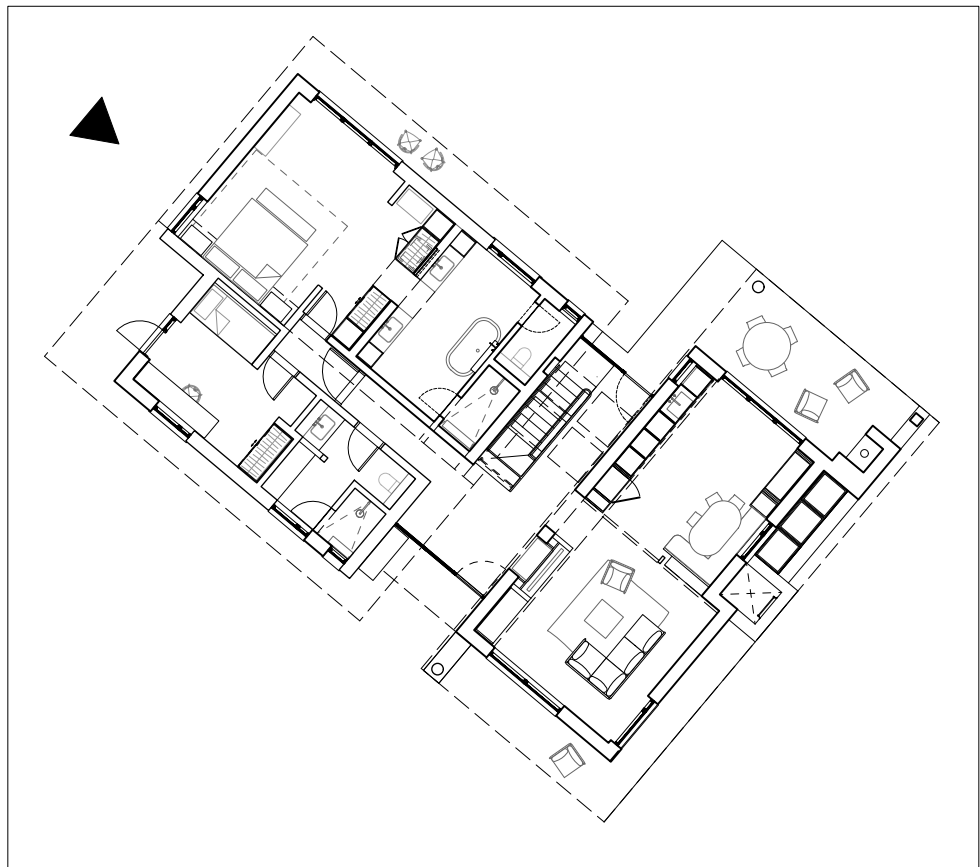
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58 Milson Road  
London W14 0LB  
United Kingdom

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+41 (0)41 8671406  
Gottardstrasse 44  
8004 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa Two Southwest Elevation 1:25  
Drawing Number  
TDS\_301\_03\_234

Job Number  
0301  
Scale at A1  
Scale at A3  
1:50





Key Plan

Sheboygan Point  
Villa Two

Proposed - North Elevation

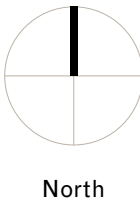
#### General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

#### External Finishes Key

Drawing Scale 1:25 0 250 500 1000 2500mm

Paper Scale 1:1 0 10 20 30 40 50 60 70 80 90 100mm



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- Detail Design Issue  
Rev. Notes

07 March 2025  
Date

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Checked

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8604 Andermatt  
Switzerland

Project  
Sheboygan Point

Sheet Title  
Proposed - Villa Two Northwest Elevation 1:25

Drawing Number  
TDS\_301\_03\_235

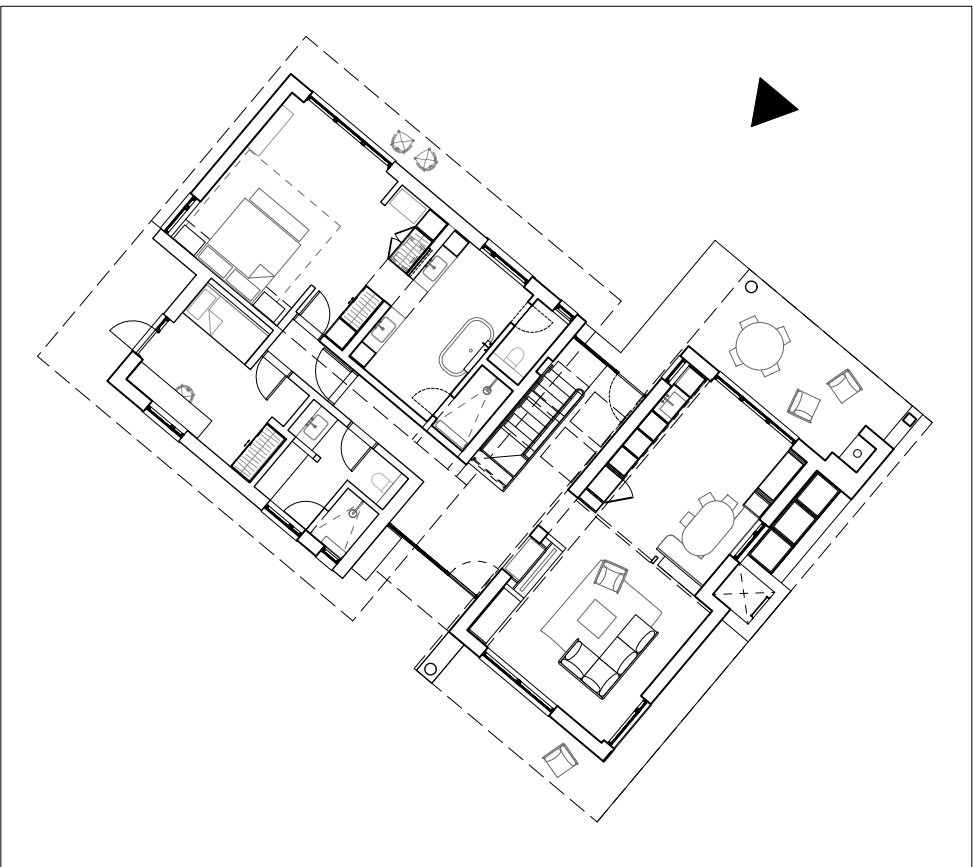
Job Number  
0301

Scale at A1

Scale at A3  
1:50

Detail Design





Key Plan

Sheboygan Point  
Villa Two

Proposed - East Elevation


General Notes


— Drawings are to be read in conjunction with all other consultants drawings and specifications.


External Finishes Key


 4" thick Fond du Lac Stone


 Timber framed triple glazed window

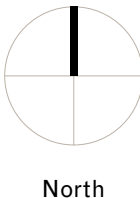
 Openable timber side ventilation panel with fly screen in front

 Vertical timber weather boarding with 1"x2" vertical batten

 Larger dimension Fond du Lac Stone with bushhammered finish

 Dark slimline metal framed windows

 Timber shingles to pitched roof

Drawing Scale		1:25	0	250	500	1000	2500mm		North				
Paper Scale		1:1	0	10	20	30	40			50	60	70	80
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-	Detail Design Issue							07 March 2025	CL/JM/E				
Rev.	Notes							Date	D Drawn Checked				

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Switzerland

Project  
Sheboygan Point

Sheet Title  
Proposed - Villa Two Northeast Elevation 1:25

Drawing Number  
TDS\_301\_03\_236

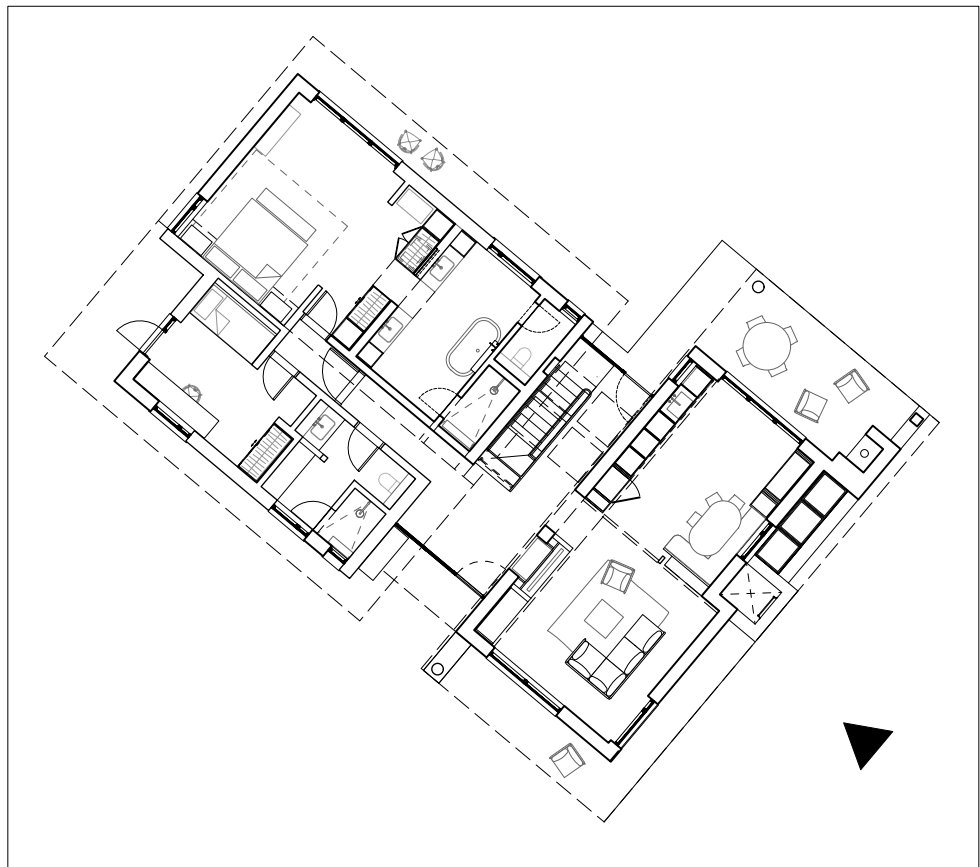
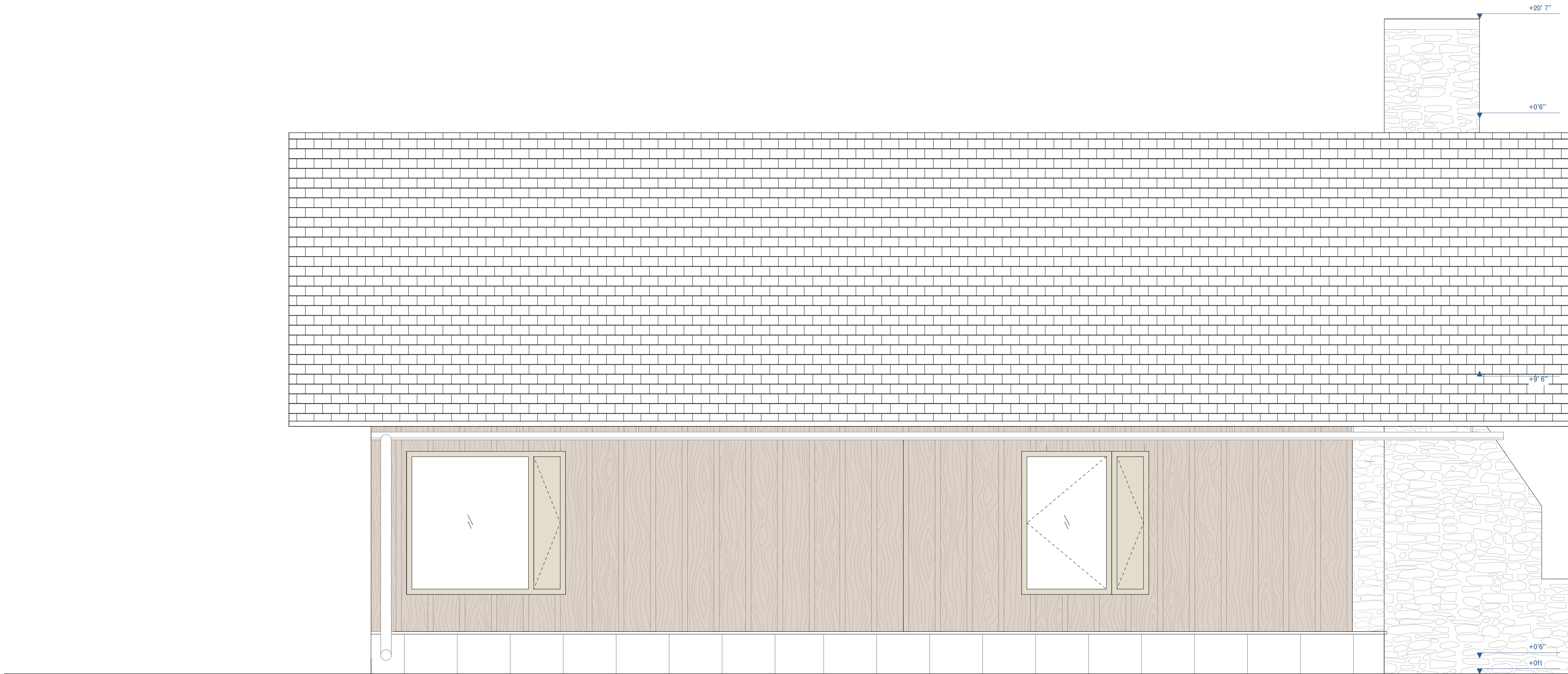
Job Number  
0301

Scale at A1

Scale at A3  
1:50

Detail Design





Key Plan

Sheboygan Point  
Villa Two

Proposed - South Elevation

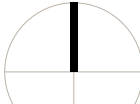
General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key

- 4" thick Fond du Lac Stone
- Timber framed triple glazed window
- Openable timber side ventilation panel with fly screen in front
- Vertical timber weather boarding with 1"x2" vertical batten

- Larger dimension Fond du Lac Stone with bushhammered finish
- Dark slimline metal framed windows
- Timber shingles to pitched roof

Drawing Scale	1:25	0	250	500	1000	2500mm							
Paper Scale	1:1	0	10	20	30	40		50	60	70	80	90	100mm
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-	Detail Design Issue	07 March 2025	CL/JM/E										
Rev.	Notes	Date	Drawn/Checked										

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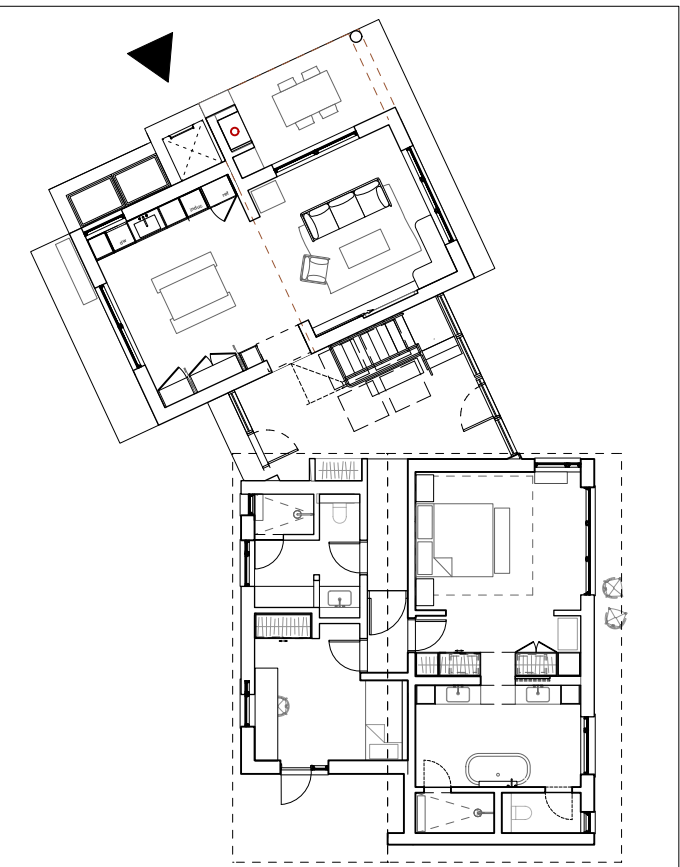
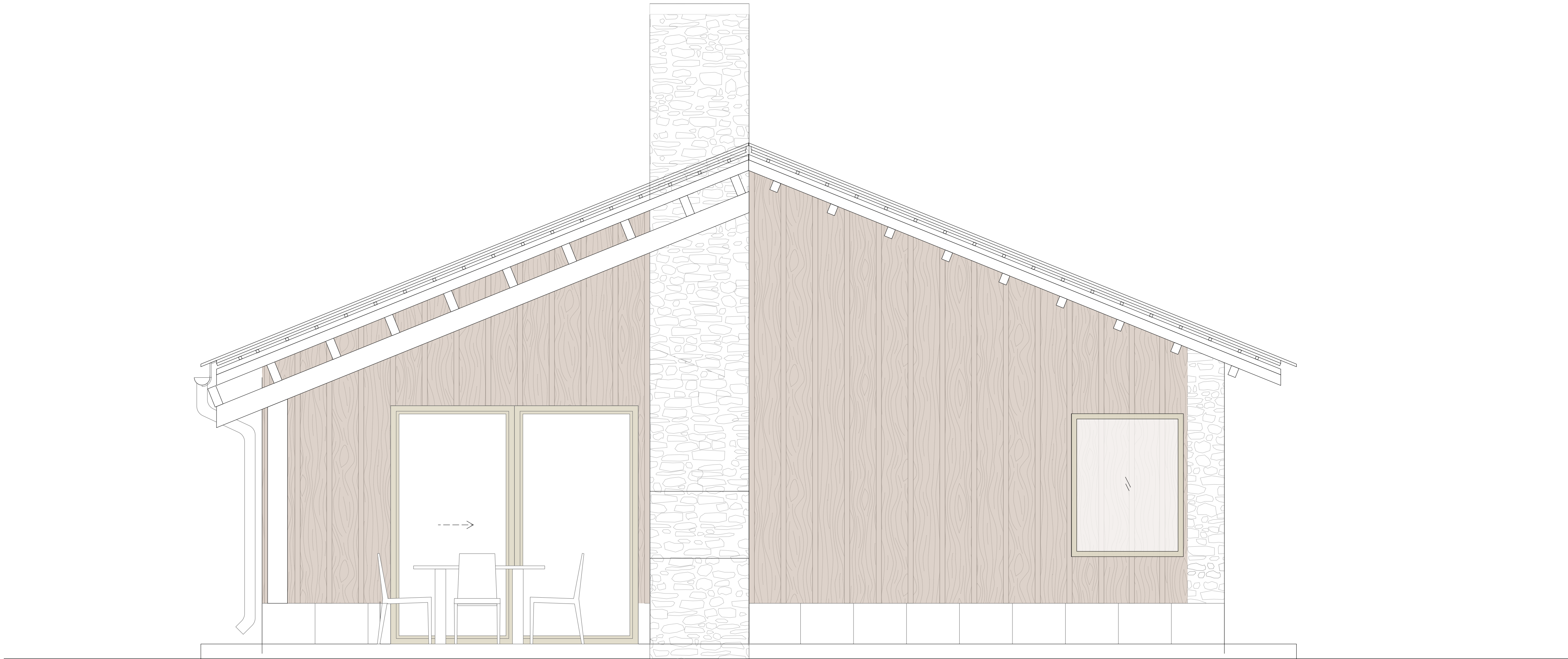
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Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa Two Southeast Elevation  
Drawing Number  
TDS\_301\_03\_237

Job Number  
0301  
Scale at A1  
Scale at A3  
1:50

Detail Design




Key Plan


Sheboygan Point  
Villa Three  
Proposed - North Elevation


General Notes


— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key


- 


4" thick Fond du Lac Stone
- 


Timber framed triple glazed window
- 

Openable timber side ventilation panel with fly screen in front
- 

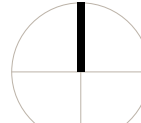
Vertical timber weather boarding with 1"x2" vertical batten

- 

Larger dimension Fond du Lac Stone with bushhammered finish
- 

Dark slimline metal framed windows
- 

Timber shingles to pitched roof

Drawing Scale	1:25	0	250	500	1000	2500mm							
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-	Detail Design Issue	07 March 2025	CL/JM	Drawn/Checked									
Rev.	Notes	Date											

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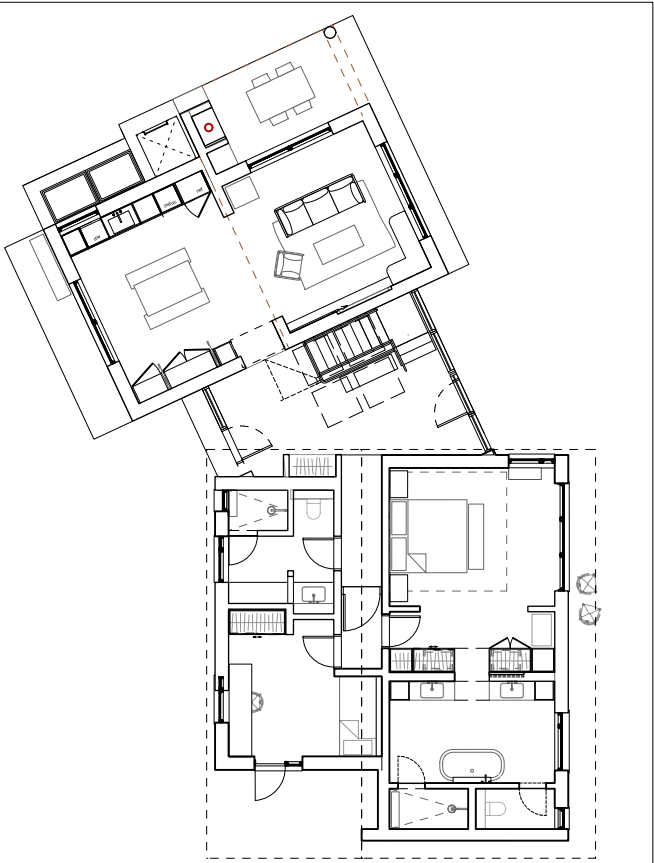
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Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa Three North Elevation  
Drawing Number  
TDS\_301\_03\_239

Job Number  
0301  
Scale at A1  
1:25  
Scale at A3  
1:50





Key Plan

Sheboygan Point  
Villa Three  
Proposed - North Elevation


General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key

- 4" thick Fond du Lac Stone
- Timber framed triple glazed window
- Openable timber side ventilation panel with fly screen in front
- Vertical timber weather boarding with 1"x2" vertical batten

- Larger dimension Fond du Lac Stone with bushhammered finish
- Dark slimline metal framed windows
- Timber shingles to pitched roof

Drawing Scale	1:25	0	250	500	1000	2500mm							
Paper Scale	1:1	0	10	20	30	40		50	60	70	80	90	100mm
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-	Detail Design Issue										07 March 2025		CL/JL
Rev.	Notes										Date		Drawn

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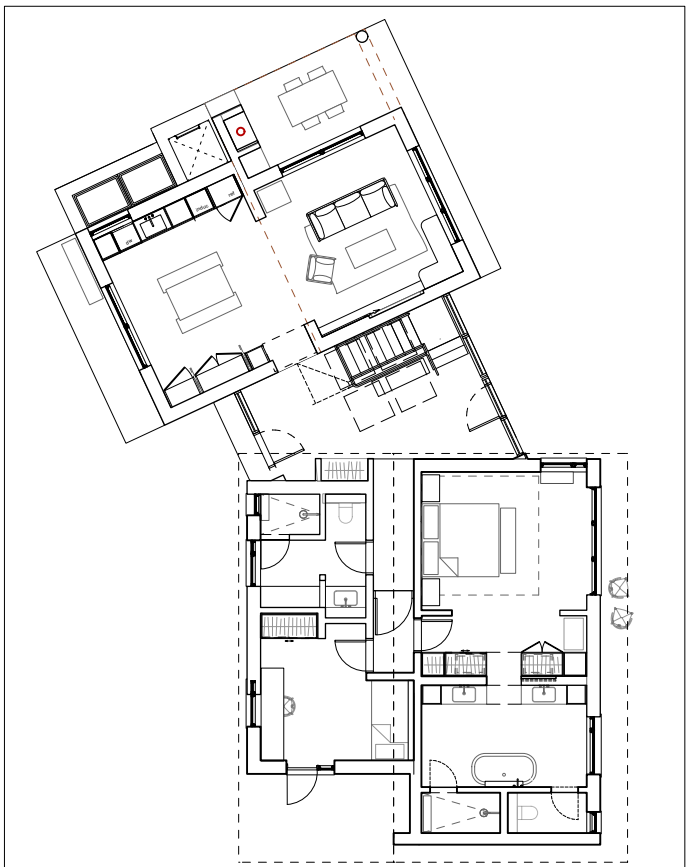
Switzerland  
+41 (0)41 8671406  
Gottardstrasse 44  
8004 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed - Villa Three East Elevation  
Drawing Number  
TDS\_301\_03\_240

Job Number  
0301  
Scale at A1  
1:25  
Scale at A3  
1:50

Detail Design





Key Plan



Sheboygan Point  
Villa Three

Proposed - North Elevation

#### General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

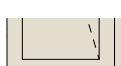
#### External Finishes Key



4" thick Fond du Lac Stone



Timber framed triple glazed window



Openable timber side ventilation panel with fly screen in front



Vertical timber weather boarding with 1"x2" vertical batten



Larger dimension Fond du Lac Stone with bushhammered finish



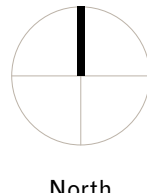
Dark slimline metal framed windows



Timber shingles to pitched roof

Drawing Scale 1:25 0 250 500 1000 2500mm

Paper Scale 1:1 0 10 20 30 40 50 60 70 80 90 100mm



North

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- Detail Design Issue

Rev. Notes

07 March 2025

Date

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Gottardstrasse 44  
8004 Andermatt  
Switzerland

Project

Sheboygan Point

Sheet Title  
Proposed - Villa Three South Elevation

Drawing Number  
TDS\_301\_03\_241

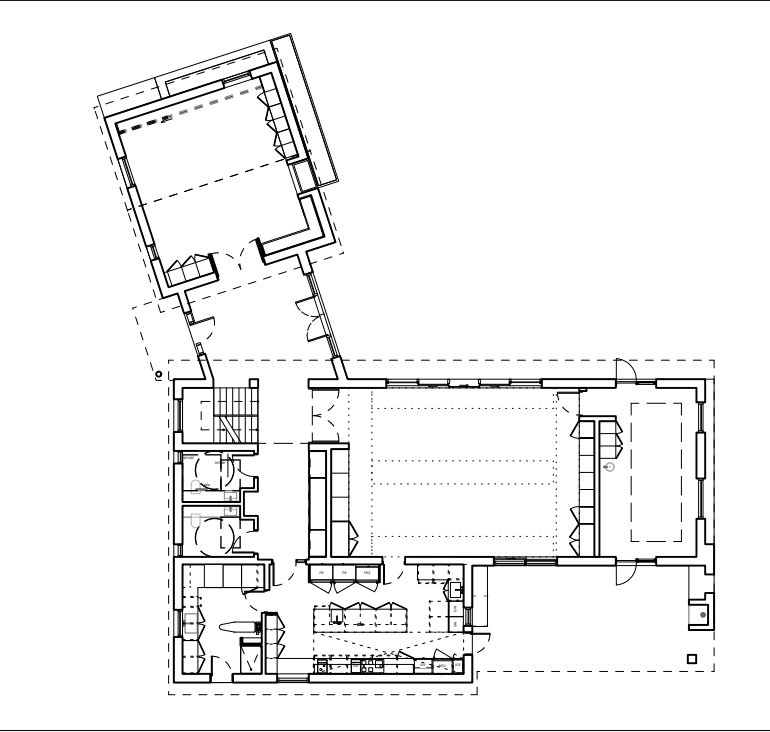
Job Number

0301

Scale at A1  
1:25

Scale at A3  
1:50

Detail Design



Key Plan

Sheboygan Point  
Family Hall  
Proposed - West Elevation

General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

Legend

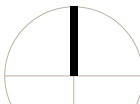
1. Wall - 4" thick Font du Lac Stone
2. Wall - Vertical timber weather boarding with 1"x 2" vertical batten
3. Wall - Larger dimension Font Du Lac stone skirting. Finish TBC
4. Window - Timber framed triple glazed
5. Window - Metal windows and fixed glazing
6. Window - Timber Brise Soleil
7. Roof - Timber board on board roofing. Species TBC

8. Chimney - Fond du Lac Stone.

9. Window - Timber high level clerestory

10. Timber Dormer- Species and finish TBC.

11. Stainless steel gutters

Drawing Scale	1:50	0	500	1000	2000	5000mm							
Paper Scale	1:1	0	10	20	30	40		50	60	70	80	90	100mm

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A	Draft Update	04/04/2025	JM/ED
-	First Draft Issue	31 January 2025	RS/JM
Rev.	Notes	Date	Drawn/Checked

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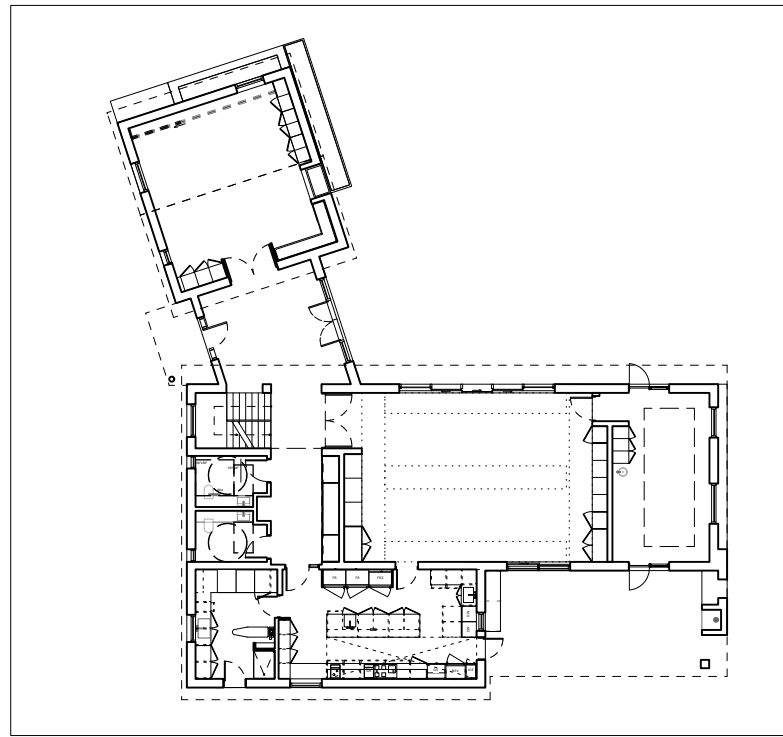
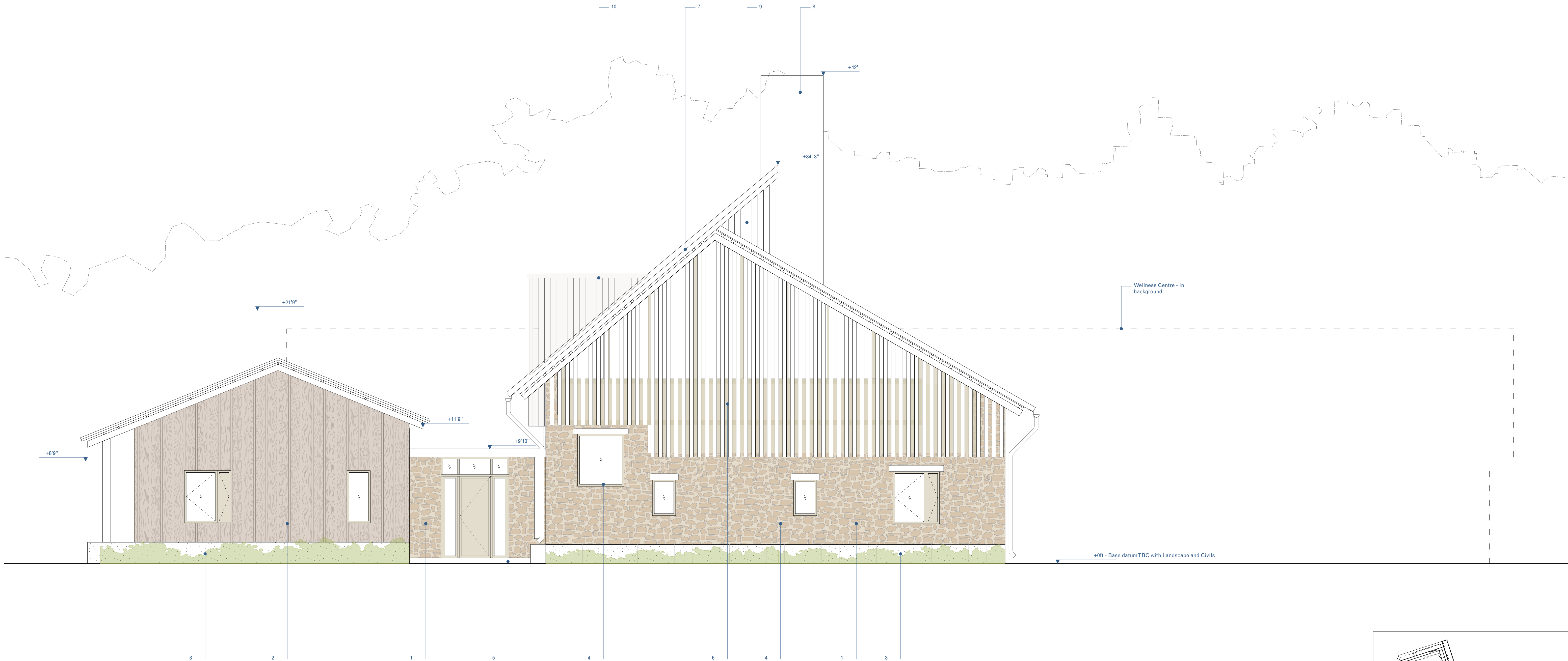
London  
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58 Milson Road  
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Gottardstrasse 44  
8004 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed Family Hall - West Elevation  
Drawing Number  
TDS\_301\_03\_220

Job Number  
0301  
Scale at A1  
50  
Scale at A3  
100





Key Plan

Sheboygan Point  
Family Hall  
Proposed - North Elevation FH

## General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

## Legend

1. Wall - 4" thick Font du Lac Stone
2. Wall - Vertical timber weather boarding with 1"x 2" vertical batten
3. Wall - Larger dimension Font Du Lac stone skirting. Finish TBC
4. Window - Timber framed triple glazed
5. Window - Metal windows and fixed glazing
6. Window - Timber Brise Soleil
7. Roof - Timber board on board roofing. Species TBC

8. Chimney - Fond du Lac Stone.

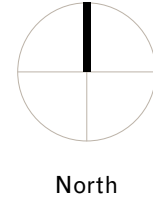
9. Window - Timber high level clerestory

10. Timber Dormer- Species and finish TBC.

11. Stainless steel gutters

Drawing Scale 1:50 0 500 1000 2000 5000mm

Paper Scale 1:1 0 10 20 30 40 50 60 70 80 90 100mm



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A

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Draft Update

First Draft Issue

Notes

04/04/2025

31 January 2025

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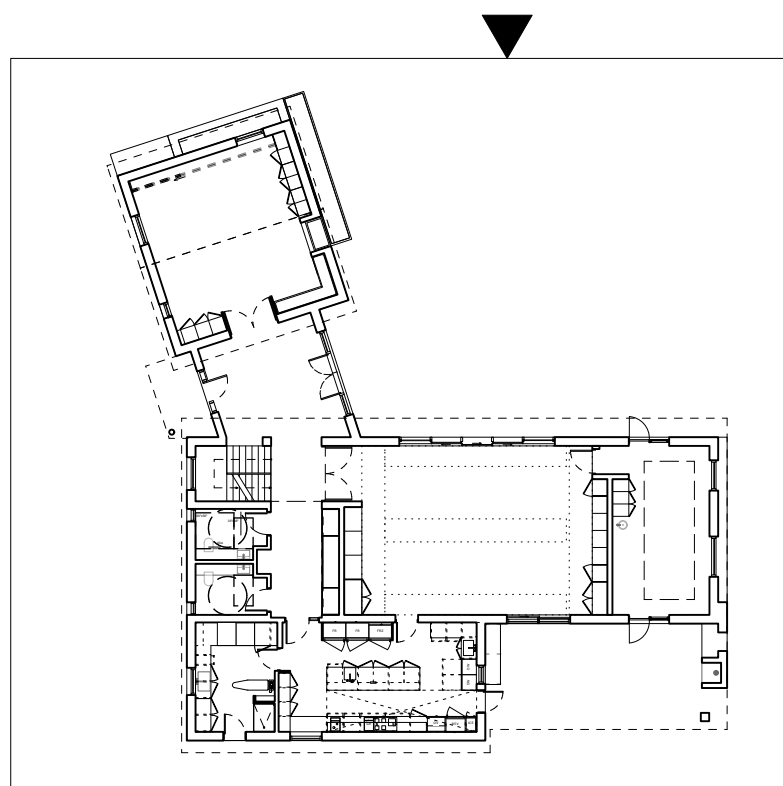
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Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed Family Hall - North Elevation  
Drawing Number  
TDS\_301\_03\_221

Job Number  
0301  
Scale at A1  
50  
Scale at A3  
100

Detail Design



Key Plan

Sheboygan Point  
Family Hall  
Proposed - East Elevation

## General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

## Legend

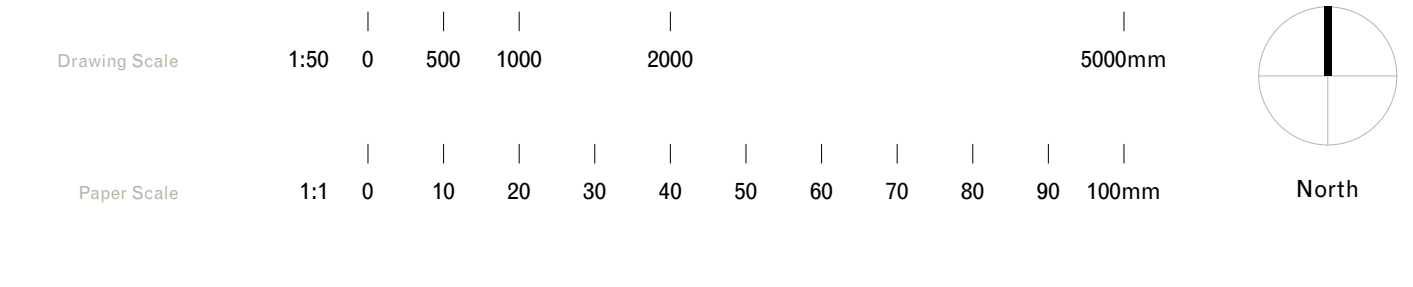
1. Wall - 4" thick Font du Lac Stone
2. Wall - Vertical timber weather boarding with 1"x 2" vertical batten
3. Wall - Larger dimension Font Du Lac stone skirting. Finish TBC
4. Window - Timber framed triple glazed
5. Window - Metal windows and fixed glazing
6. Window - Timber Brise Soleil
7. Roof - Timber board on board roofing. Species TBC

8. Chimney - Fond du Lac Stone.

9. Window - Timber high level clerestory

10. Timber Dormer- Species and finish TBC.

11. Stainless steel gutters



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Rev.	Notes	Date	Drawn/Checked
A	Draft Update	04/04/2025	JM/ED
-	First Draft Issue	31 January 2025	RS/JM

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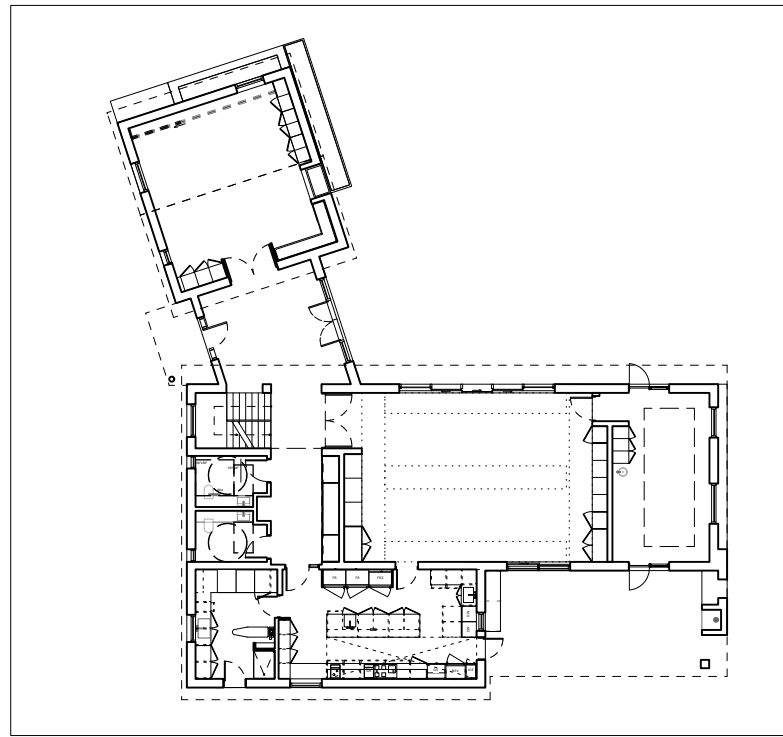
London  
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Switzerland

Project	Job Number
Sheboygan Point	0301
Sheet Title	Scale at A1
Proposed Family Hall - East Elevation	50
Drawing Number	Scale at A3
TDS_301_03_222	100

Detail Design





Key Plan

Sheboygan Point  
Family Hall  
Proposed - South Elevation

## General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

## Legend

1. Wall - 4" thick Font du Lac Stone
2. Wall - Vertical timber weather boarding with 1"x 2" vertical batten
3. Wall - Larger dimension Font Du Lac stone skirting. Finish TBC
4. Window - Timber framed triple glazed
5. Window - Metal windows and fixed glazing
6. Window - Timber Brise Soleil
7. Roof - Timber board on board roofing. Species TBC

8. Chimney - Fond du Lac Stone.

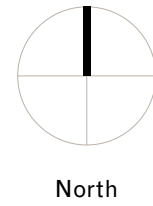
9. Window - Timber high level clerestory

10. Timber Dormer- Species and finish TBC.

11. Stainless steel gutters

Drawing Scale 1:50 0 500 1000 2000 5000mm

Paper Scale 1:1 0 10 20 30 40 50 60 70 80 90 100mm



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A

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Rev.

Draft Update

First Draft Issue

Notes

04/04/2025

31 January 2025

Date

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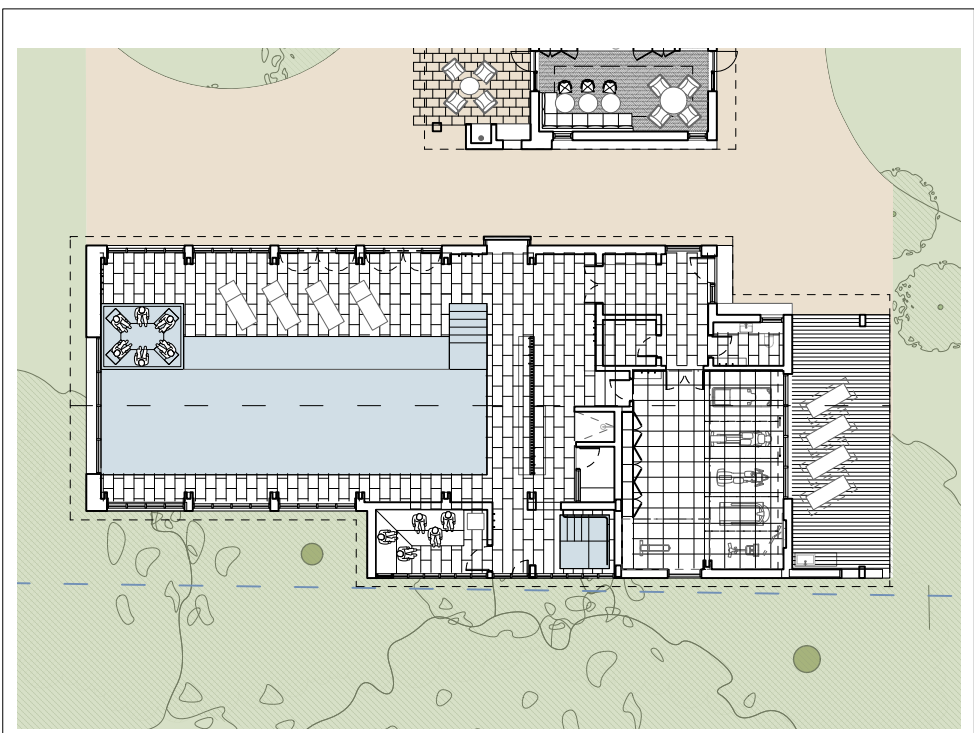
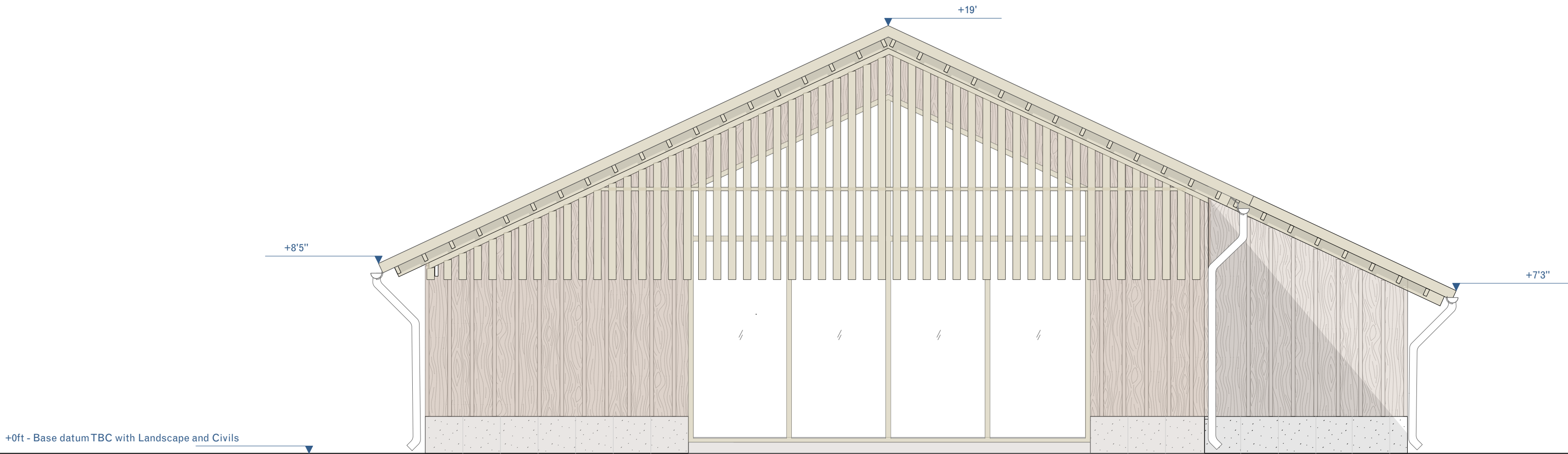
London  
+44 (0)20 8960 1909  
58 Milson Road  
London W14 0LB  
United Kingdom

Switzerland  
+41 (0)41 8671406  
Gotthardstrasse 44  
8004 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed Family Hall - South Elevation  
Drawing Number  
TDS\_301\_03\_223

Job Number  
0301  
Scale at A1  
50  
Scale at A3  
100

Detail Design



Key Plan

Sheboygan Point  
Wellness Centre  
Proposed - West Elevation

General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key



4" thick Fond du Lac Stone



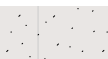
Timber board on board roof



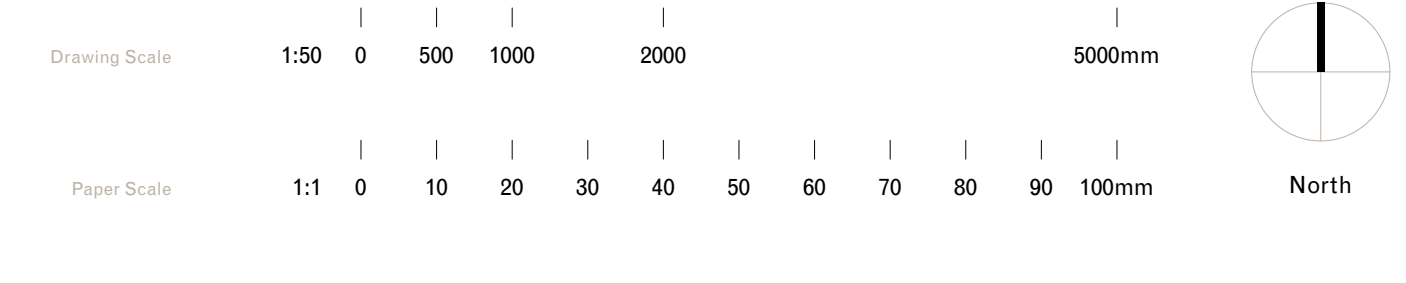
Timber framed triple glazed window



Vertical timber weather boarding with 1"x2" vertical batten



Larger dimension Fond du Lac Stone with bushhammered finish



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A	Draft Material updates	04/04/2025	JM/ED				
-	Detail Design Issue	XX April 2025	RS/JM				
Rev.	Notes	Date	Drawn/Checked				

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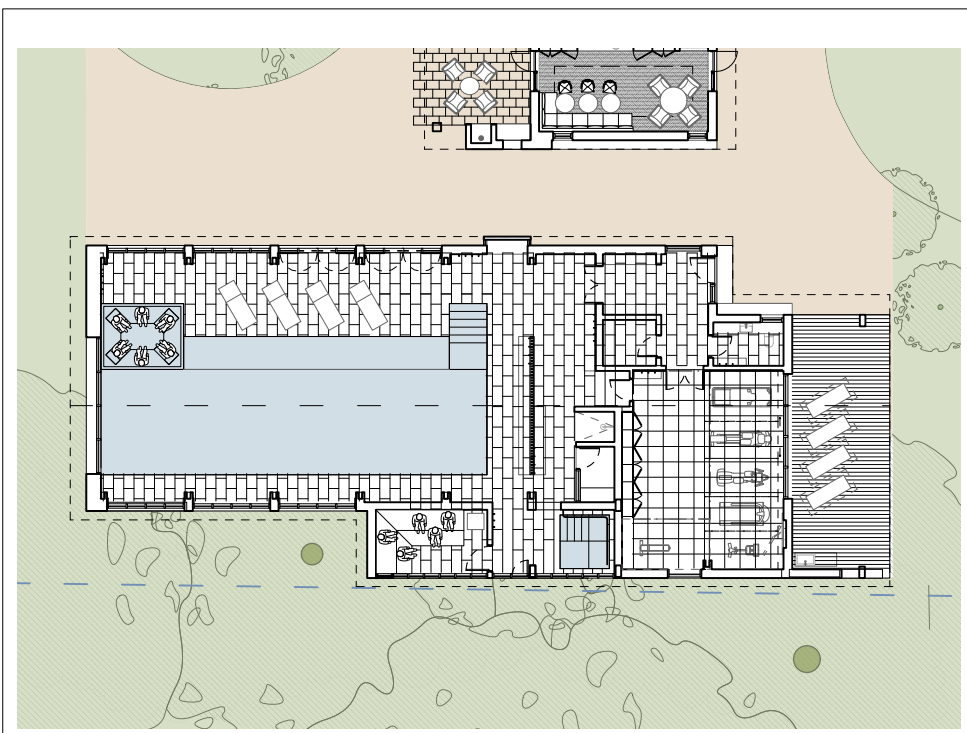
studio@tuckeydesign.com

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58 Milson Road  
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Gotthardstrasse 44  
6490 Andermatt  
Switzerland

Project	Job Number
Sheboygan Point	0301
Sheet Title	Scale at A1
Proposed Wellness Centre - West	50
Elevation	Scale at A3
TDS_301_03_225	100





Key Plan






Sheboygan Point  
Wellness Centre

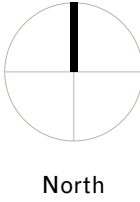
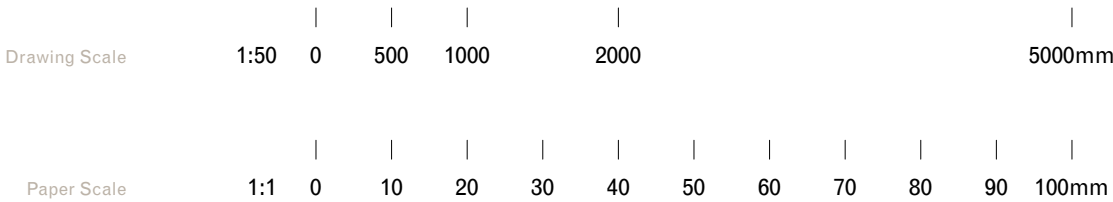
Proposed - North Elevation

General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key

-  4" thick Fond du Lac Stone
-  Timber board on board roof
-  Timber framed triple glazed window
-  Vertical timber weather boarding with 1"x2" vertical batten
-  Larger dimension Fond du Lac Stone with bushhammered finish



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Rev.	Notes	Date	Drawn/Checked
A	Draft Material updates	04/04/2025	JM/ED
-	Detail Design Issue	XX April 2025	RS/JM

Tuckey Design Studio

studio@tuckeydesign.com

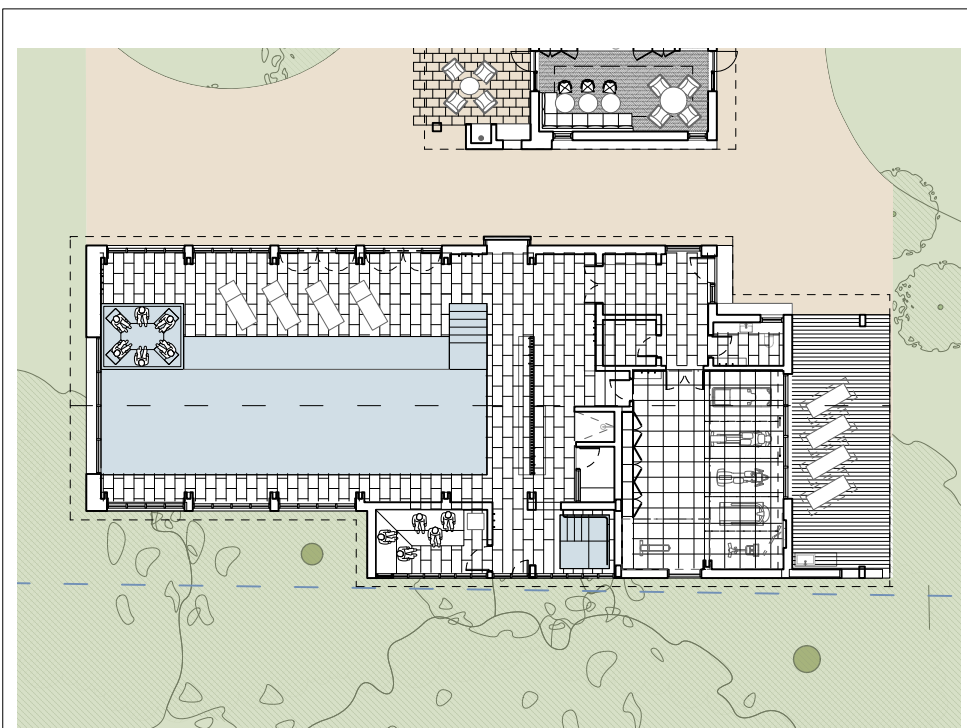
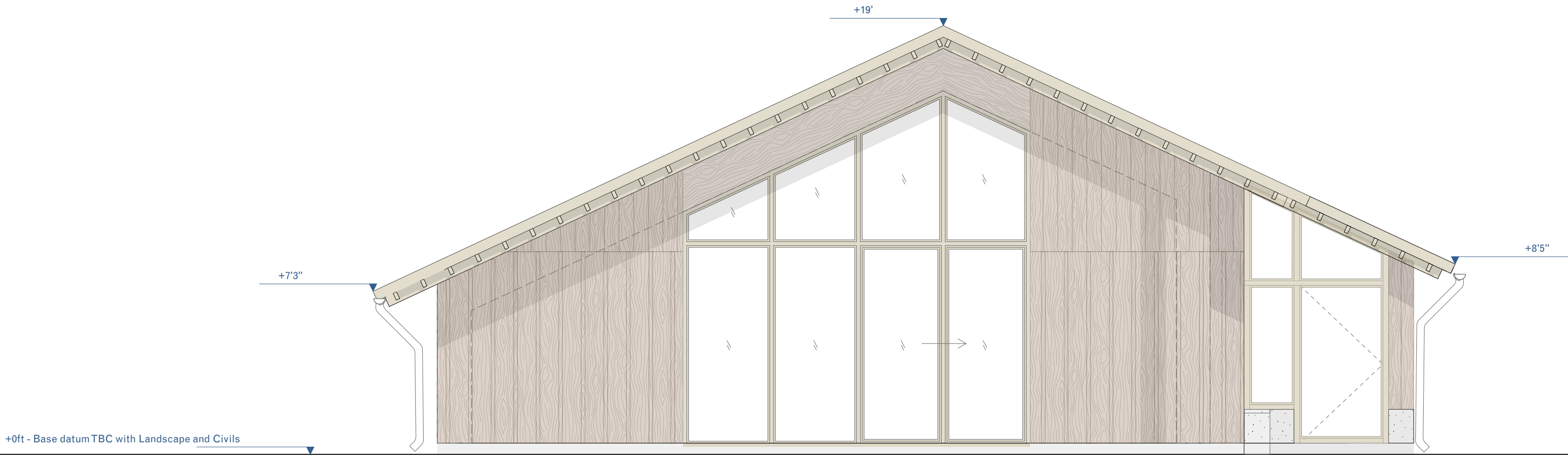
London  
+44 (0)20 8960 1909  
58 Milson Road  
London W14 0LB  
United Kingdom

Switzerland  
+41 (0)41 8871406  
Gotthardstrasse 44  
6490 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed Wellness Centre - North  
Elevation  
TDS\_301\_03\_226

Job Number  
0301  
Scale at A1  
50  
Scale at A3  
100





Key Plan

Sheboygan Point  
Wellness Centre

Proposed - East Elevation

General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key



4" thick Fond du Lac Stone



Timber board on board roof



Timber framed triple glazed window



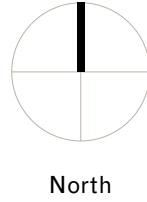
Vertical timber weather boarding with 1"x2" vertical batten



Larger dimension Fond du Lac Stone with bushhammered finish

Drawing Scale 1:50 0 500 1000 2000 5000mm

Paper Scale 1:1 0 10 20 30 40 50 60 70 80 90 100mm



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A	Draft Material updates	04/04/2025	JM/ED
-	Detail Design Issue	XX April 2025	RS/JM
Rev.	Notes	Date	Drawn/Checked

## Tuckey Design Studio

studio@tuckeydesign.com

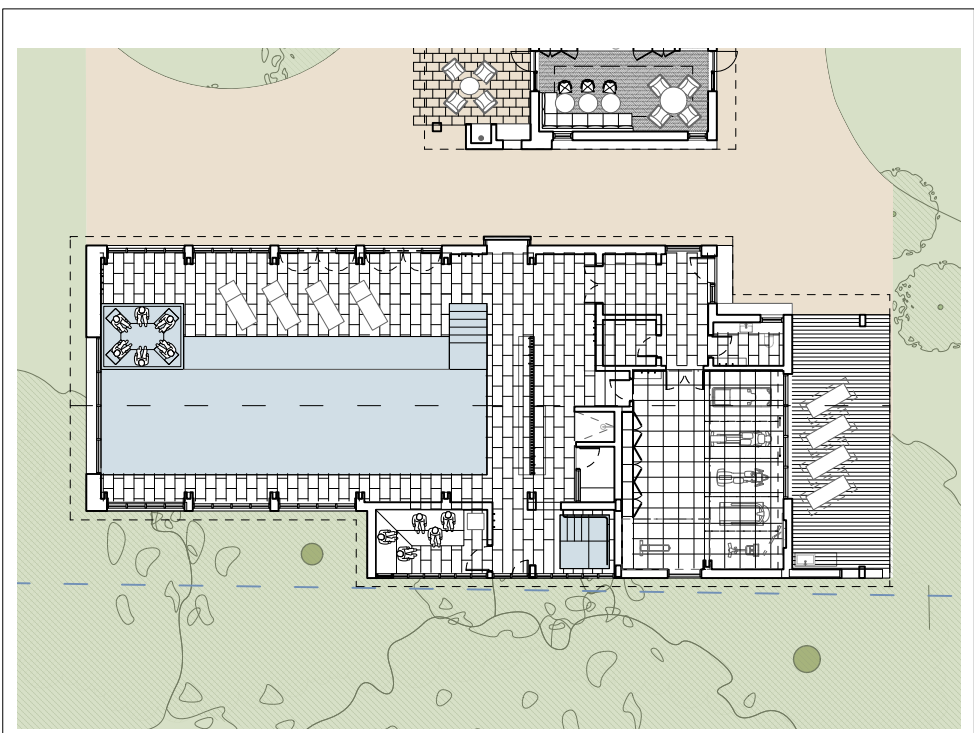
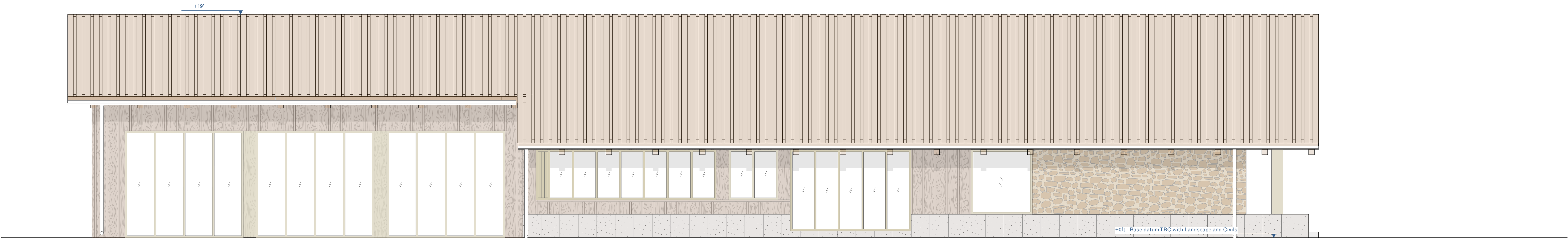
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58 Milson Road  
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Gotthardstrasse 44  
6490 Andermatt  
Switzerland

Project  
Sheboygan Point  
Sheet Title  
Proposed Wellness Centre - East  
Elevation  
TDS\_301\_03\_227

Job Number  
0301  
Scale at A1  
50  
Scale at A3  
100

Detail Design



Key Plan






Sheboygan Point  
Wellness Centre

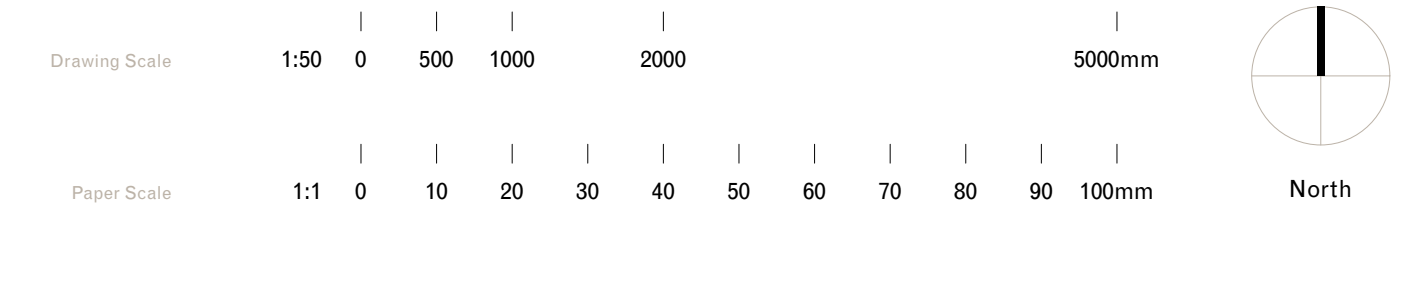
Proposed - South Elevation

General Notes

— Drawings are to be read in conjunction with all other consultants drawings and specifications.

External Finishes Key

-  4" thick Fond du Lac Stone
-  Timber board on board roof
-  Timber framed triple glazed window
-  Vertical timber weather boarding with 1"x2" vertical batten
-  Larger dimension Fond du Lac Stone with bushhammered finish



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A	Draft Material updates		04/04/2025	JM/ED			
	Detail Design Issue		XX April 2025		RS/JM		
Rev.	Notes		Date	Drawn/Checked			

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studio@tuckeydesign.com

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United Kingdom	Switzerland

Project	Job Number
Sheboygan Point	0301
Sheet Title	Scale at A1
Proposed Wellness Centre - South	50
Elevation	Scale at A3
TDS_301_03_228	100



1

Sheboygan Point  
Referencing the Chalet



2

1

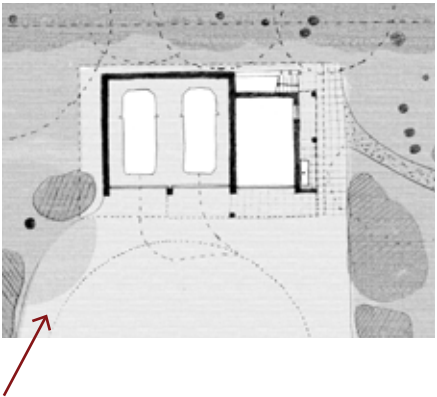
Model image of the proposed Villa one,  
highlighting the layering of solid stone  
chimneys alongside timber clad walls, timber  
roofs and windows..

2

Reference archive image of the Chalet with  
stone chimneys, timber walls, roof overhangs,  
balconies and windows. .



Sheboygan Point  
Garage and Apartment. Front elevation approach.



**CITY OF SHEBOYGAN**

**R. O. 7-25-26**

**BY CITY PLAN COMMISSION.**

**MAY 5, 2025.**

Your Commission to whom was referred Gen. Ord. No. 42-24-25 by Alderpersons Rust and Perrella amending Sections 105-718 and 105-683 of the Sheboygan Municipal Code Zoning Code so as to add Pet Daycare Centers as a Commercial Land Use; recommends amending the language in Sec. 105-718(r)(5)(a).



**CITY OF SHEBOYGAN  
ORDINANCE 42-24-25 SUBS. OF**

**BY ALDERPERSONS RUST AND PERRELLA.**

**MAY 5, 2025.**

AN ORDINANCE amending Sections 105-718 and 105-683 of the Sheboygan Municipal Code Zoning Code so as to add Pet Daycare Centers as a Commercial Land Use.

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

**SECTION 1:**        **AMENDMENT** “Sec 105-718 Commercial Land Uses” of the Sheboygan Municipal Code is hereby amended to add subsection (r) as follows:

**AMENDMENT**

“Sec 105-718 Commercial Land Uses

...

(r)     Pet Daycare Centers.

- (1)     Description: A pet daycare center is a commercial facility providing daytime care, supervision, and activities for dogs or other pets. Services are rendered for periods of twelve hours or less. Activities associated with pet daycare centers often have the potential to be associated with excessive noise and waste.
- (2)     Permitted by right. RA-35ac, SC, UC, SI, and UI.
- (3)     Special use regulations. Not applicable.
- (4)     Conditional use regulations. NO, SO, NC, and CC.
- (5)     The following regulations shall be required in addition to those of the zoning district:
  - a.     Pet daycare centers within 100 feet of a residentially zoned property shall supervise not more than twelve pets at any time. Pet daycare centers at least 100 feet away from residentially zoned property are not subject to the twelve-pet maximum but are subject to other regulations as set forth herein.
  - b.     Hours of operation are restricted to between 6:00 a.m. and 8:00 p.m.

- c. Facilities must utilize covered trash bins or dumpsters for disposal of pet waste. Waste in outdoor areas must be removed and stored in appropriate containers daily.
- d. A pet daycare center offering outdoor space shall provide each dog at least 60 square feet of playground/outdoor play space. A pet daycare center operating exclusively indoors shall be sized to afford each dog at least 100 square feet of space.
- e. Outdoor activity space shall be completely enclosed by a solid fence that is at least six feet high.”

**SECTION 2: AMENDMENT** “Sec 105-683 Table of Land Uses” of the Sheboygan Municipal Code is hereby amended in Table 105-683(4) as follows:

**AMENDMENT**

“Sec 105-683 Table of Land Uses

...

Table 105-683(4). Table of Land Uses																
P=Permitted by Right S=Permitted as a Special Use C=Permitted as a Conditional Use																
Zoning District Abbreviations																Type of Land Use
RA - 35 ac	ER -1	SR -3	SR -5	NR -6	MR -8	UR -12	NO	SO	NC	SC	U C	CC	SI	UI	HI	
																Commercial Uses
							P	P	P	P	P	P	P	P	P	(a) Office
							P	P	P	P	P	P	C			(b) Personal or professional service
							C	C	P	P	P	P	C			(c) Indoor sales or service
										C	C					(d) Outdoor display
									P	P	P	P	P	P	P	(e) Indoor maintenance service
																(f) Outdoor

																	C	maintenance service
								C	C	C	C	C	C					(g) In-vehicle sales or service
								C	C	C	C	C	C	C	C			(h) Indoor commercial entertainment
C												C		C				(i) Outdoor commercial entertainment
C											C	C		C	C			(j) Commercial animal boarding
								C	C		C	C	C					(k) Commercial indoor lodging
C	C	C	C	C	C	C	C	C		C	C	C	C					(l) Bed and breakfast establishments
						C	C	C	C	C	C	C	C	C	C			(m) Group day care center (nine or more children)
C																		(n) Campground
								C	C				C	C				(o) Roominghouse
																	C	(p) Sexually oriented land use
P								C	C	C	P	P	C	P	P			(r) Pet daycare center

...”

**SECTION 3: 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 4: 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

**CITY OF SHEBOYGAN  
ORDINANCE 42-24-25**

**BY ALDERPERSONS RUST AND PERRELLA.**

**APRIL 14, 2025.**

AN ORDINANCE amending Sections 105-718 and 105-683 of the Sheboygan Municipal Code Zoning Code so as to add Pet Daycare Centers as a Commercial Land Use.

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

**SECTION 1:**        **AMENDMENT** “Sec 105-718 Commercial Land Uses” of the Sheboygan Municipal Code is hereby amended to add subsection (r) as follows:

**AMENDMENT**

“Sec 105-718 Commercial Land Uses

...

(r)    Pet Daycare Centers.

- (1)    Description: A pet daycare center is a commercial facility providing daytime care, supervision, and activities for dogs or other pets. Services are rendered for periods of twelve hours or less. Activities associated with pet daycare centers often have the potential to be associated with excessive noise and waste.
- (2)    Permitted by right. RA-35ac, SC, UC, SI, and UI.
- (3)    Special use regulations. Not applicable.
- (4)    Conditional use regulations. NO, SO, NC, and CC.
- (5)    The following regulations shall be required in addition to those of the zoning district:
  - a.    Pet daycare centers must maintain a minimum distance of 100 feet from residentially zoned properties. Pet daycare centers within 100 feet of a residentially zoned property are restricted to not more than twelve pets at any time.
  - b.    Hours of operation are restricted to between 6:00 a.m. and 8:00 p.m.



- c. Facilities must utilize covered trash bins or dumpsters for disposal of pet waste. Waste in outdoor areas must be removed and stored in appropriate containers daily.
- d. A pet daycare center offering outdoor space shall provide each dog at least 60 square feet of playground/outdoor play space. A pet daycare center operating exclusively indoors shall be sized to afford each dog at least 100 square feet of space.
- e. Outdoor activity space shall be completely enclosed by a solid fence that is at least six feet high.”

**SECTION 2:** **AMENDMENT** “Sec 105-683 Table of Land Uses” of the Sheboygan Municipal Code is hereby amended in Table 105-683(4) as follows:

**AMENDMENT**

“Sec 105-683 Table of Land Uses

...

Table 105-683(4). Table of Land Uses																
P=Permitted by Right S=Permitted as a Special Use C=Permitted as a Conditional Use																
Zoning District Abbreviations																Type of Land Use
RA - 35 ac	ER -1	SR -3	SR -5	NR -6	MR -8	UR -12	NO	SO	NC	SC	U C	CC	SI	UI	HI	
																Commercial Uses
							P	P	P	P	P	P	P	P	P	(a) Office
							P	P	P	P	P	P	C			(b) Personal or professional service
							C	C	P	P	P	P	C			(c) Indoor sales or service
										C	C					(d) Outdoor display
									P	P	P	P	P	P	P	(e) Indoor maintenance service
																(f) Outdoor

																	C	maintenance service
								C	C	C	C	C	C					(g) In-vehicle sales or service
								C	C	C	C	C	C	C	C			(h) Indoor commercial entertainment
C												C		C				(i) Outdoor commercial entertainment
C											C	C		C	C			(j) Commercial animal boarding
								C	C		C	C	C					(k) Commercial indoor lodging
C	C	C	C	C	C	C	C	C		C	C	C	C					(l) Bed and breakfast establishments
						C	C	C	C	C	C	C	C	C	C			(m) Group day care center (nine or more children)
C																		(n) Campground
								C	C				C	C				(o) Roominghouse
																	C	(p) Sexually oriented land use
P								C	C	C	P	P	C	P	P			(r) Pet daycare center

...”

**SECTION 3: 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 4: 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

**CITY OF SHEBOYGAN****R. O. 6-25-26****BY CITY PLAN COMMISSION.****MAY 5, 2025.**

Your Commission to whom was referred Gen. Ord. No. 41-24-25 by Alderperson Belanger and R. O. No. 128-24-25 by City Clerk submitting a rezone 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 120 Vollrath Boulevard – Parcel No. 59281014410 from Class Suburban Residential (SR-5) to Suburban Residential (SR-5) with PUD Overlay Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 41-24-25**

**BY ALDERPERSON BELANGER.**

**APRIL 14, 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 120 Vollrath Boulevard – Parcel No. 59281014410 from Class Suburban Residential (SR-5) to Suburban Residential (SR-5) 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 Suburban Residential (SR-5) to Suburban Residential (SR-5) with PUD Overlay Classification:

Property located at 120 Vollrath Boulevard – Parcel No. 59281014410.

LOTS 1 & 3 OF CERTIFIED SURVEY MAP RECORDED IN VOL 9 OF CSM AT PAGE 205, AS DOC #1212196, LOCATED IN THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE SE 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

**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

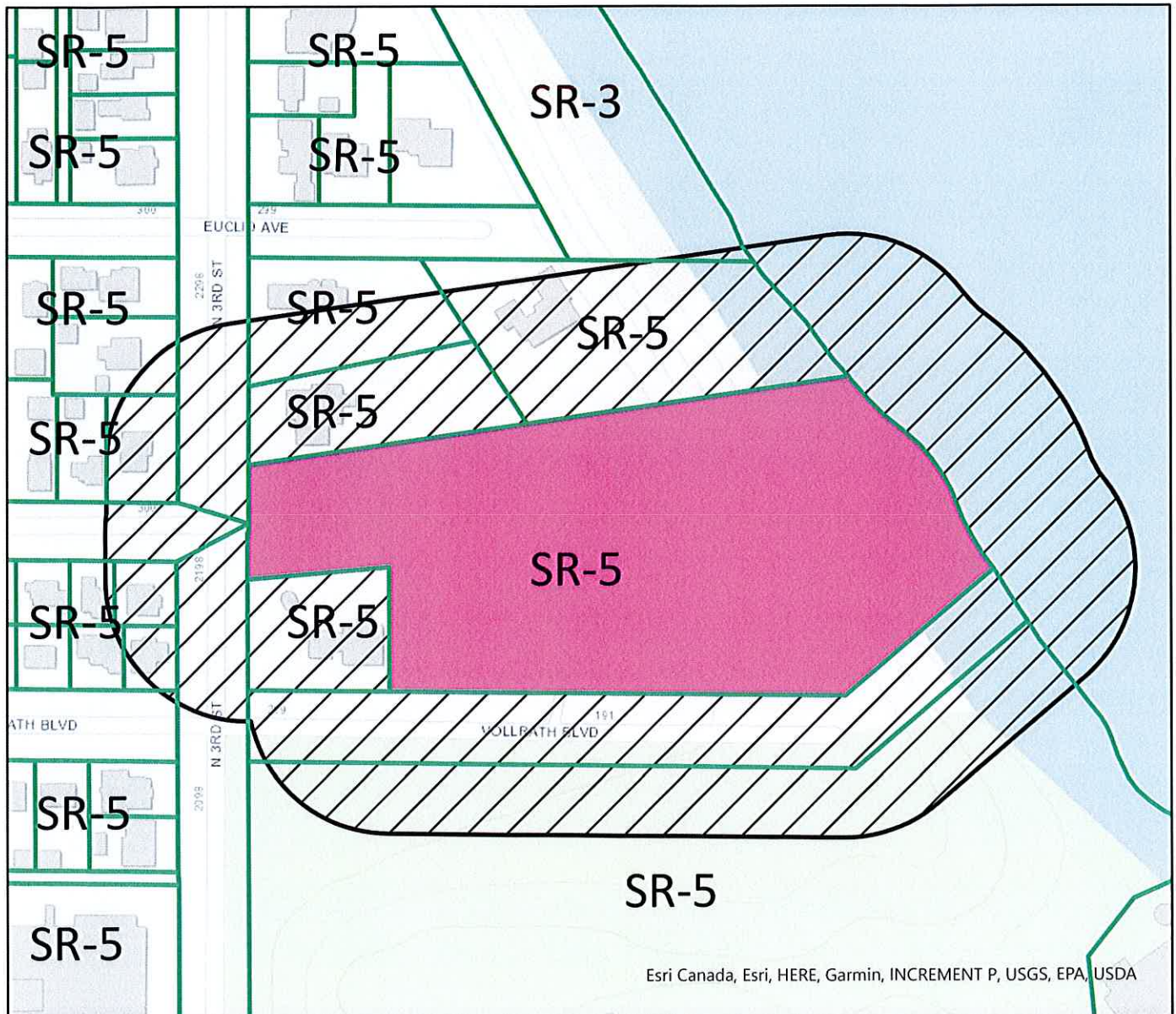
Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

## PROPOSED REZONE FROM SUBURAN RESIDENTIAL (SR-5) TO SUBURAN RESIDENTIAL (SR-5) PUD OVERLAY

LOTS 1 & 3 OF CERTIFIED SURVEY MAP RECORDED IN VOL 9 OF CSM AT PAGE 205, AS DOC #1212196, LOCATED IN THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE SE 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



0 100 200 400 Feet



**CITY OF SHEBOYGAN**

**R. O. 128-24-25**

**BY CITY CLERK.**

**APRIL 14, 2025.**

Submitting a rezone application from POI Properties, LLC to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 120 Vollrath Boulevard – Parcel No. 59281014410 from Class Suburban Residential (SR-5) to Suburban Residential (SR-5) with PUD Overlay Classification.

OFFICE USE ONLY

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: POI Properties, LLC PHONE NO.: ( 312 ) 485.3974  
 ADDRESS: 1900 N Howe Street E-MAIL: rachel.kohler@thekohopfamily.com  
 OWNER OF SITE: Rachel Kohler PHONE NO.: ( 312 ) 485.3974

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 120 Vollrath Boulevard, Sheboygan, 53081

LEGAL DESCRIPTION: LOTS 1 & 3 OF CSM, VOL. 9, PG. 205-26, DOC.#1212196  
PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4  
SECTION 14, T15N, R23E CITY OF SHEBOYGAN SHEBOYGAN COUNTY, WI

PARCEL NO. 59281014410 MAP NO. online

**EXISTING ZONING DISTRICT CLASSIFICATION:** Suburban Residential (SR) - 5 District

**PROPOSED ZONING DISTRICT CLASSIFICATION:** SR-5 with a PUD overlay

**BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE:** \_\_\_\_\_

Single-family residence with accessory garage

**BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:** \_\_\_\_\_

Single-family residences with accessory family recreational facility and garage



### 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? \_\_\_\_\_

The amendment develops the property in accordance with the ordinance

maintaining the character of the area in lieu of a larger development that is allowed

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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 proposed development consists of single-family residences and a family

building that is indistinguishable from a single-family home consistent with the

density, lot area, and size of buildings subject to the SR-5 bulk regulations.



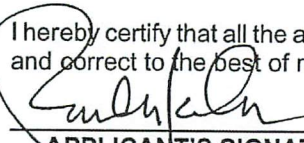
Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed amendment keeps the development of the site low density

single-family residential in size and distribution consistent with the SR-5 district.

#### 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

10/28/27

\_\_\_\_\_  
DATE

Rachel Kohler

\_\_\_\_\_  
PRINT ABOVE NAME

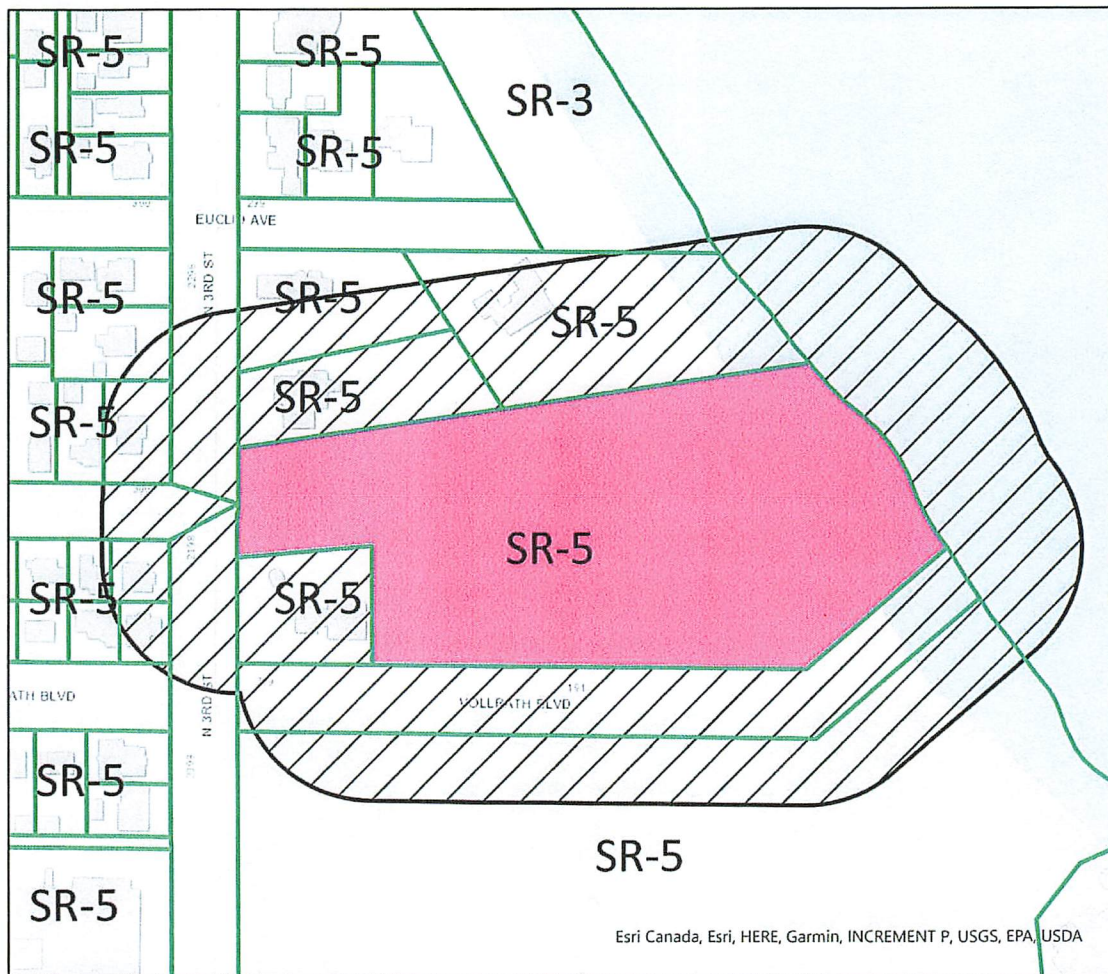
#### APPLICATION SUBMITTAL REQUIREMENTS

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.

**PROPOSED REZONE  
FROM SUBURBAN RESIDENTIAL (SR-5)  
TO SUBURBAN RESIDENTIAL (SR-5) PUD OVERLAY**

LOTS 1 & 3 OF CERTIFIED SURVEY MAP RECORDED IN VOL 9 OF CSM AT PAGE 205, AS DOC #1212196, LOCATED IN THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE SE 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 250319

License No: 0000

Date: 04/09/2025

Received By: MKC

Received From: RACHEL D KOHLER

Memo: REZONE 120 VOLLRATH

Method of Payment: \$200.00 Check No. 134

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

**CITY OF SHEBOYGAN  
R. C. 288-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**APRIL 14, 2025.**

Your Committee to whom was referred Res. No. 96-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities; recommends referred to the 2025-2026 Council.

Committee:

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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 96-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**OCTOBER 7, 2024.**

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and Friends of the Shaw Family Playground, Inc., a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

---

Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan



**Memorandum of Understanding  
Between  
Friends of the Shaw Family Playground, Inc.  
and  
City of Sheboygan**

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Friends of the Shaw Family Playground, Inc. (“Friends”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

**Background**

Angie and Ryan Shaw created an organization called the Sheboygan Park Project (“SPP”) to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with city officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws restarted their fundraising efforts in 2016.

SPP partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approved of them, and entered into an agreement related to the playground. The playground has become a cherished asset to the Sheboygan community and the City appreciates its partnership with Friends of Shaw Family Playground, the non-profit developed by SPP after project completion.

Friends desires to enter into a new MOU with the City to replace the prior MOU under the name of SPP and to further clarify the expectations of the parties related to the playground.

**Purpose**

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

## Section 1

1. The universally accessible playground will be called the Shaw Family Playground (“the Playground”).
2. The Playground is located at 2614 Pine Grove Avenue, Area Two of Evergreen Park.
3. Friends desires to aid the City in maintaining, adding to, and improving the Playground, including the pavilion.
4. The Playground is property of the City and part of a public park and will be cared for by the City under the supervision of the Department of Public Works. Friends may raise funds to be used to further improve and maintain the park. The City is not obligated to Friends to expend additional City funds for construction, improvement, or additional park and playground maintenance beyond that customarily contemplated in the City’s annual operating budget. Any such expenditure shall be at the sole discretion of the City.
5. Any past, present, or future funds raised by Friends or its predecessor organization for construction costs, improvements and maintenance, including funds previously held on their behalf by the Sheboygan Jaycees, shall be placed into an endowment fund for the Playground. Said funds shall be controlled by Friends. The City may request funds from the endowment fund to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, any item that is part of the playground structure; or for the purchase of new items. All structures, ramps, and other items that are part of the Playground will be owned and controlled by the City.
6. Notwithstanding its right as owner, the City will seek consensus from Friends before making any change to the Playground, play components, any structure or ramp that provides accessibility within the Playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area, or any other item paid for by donations from or provided by Friends. Friends understands the City will promptly remove any known hazard that arises within the playground area regardless whether consensus is first obtained but in such case, the Department of Public Works shall promptly notify Friends of such removal and the reason therefor.
7. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
8. The City agrees not to rent the pavilion for private rentals. The pavilion will remain open for all visitors to use during hours the Playground is open. Parties that set up to use the pavilion for private events will be discouraged and told that decorations and private parties are not permitted. Notwithstanding this provision, the City will allow Friends to use the pavilion for fundraising events for the Playground.
9. The City’s Director of Public Works or his designee will serve as the Friends’ primary point of contact and may attend meetings of the board of directors of Friends upon Friends’ request.

10. This MOU is intended to last for the intended life of the Playground, and shall therefore expire December 31, 2043. This MOU shall automatically renew for three ten-year terms and may be further extended by mutual, written agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.

## **Section 2**

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto and shall not be interpreted as binding the City contrary to Wis. Stat. s. 65.06(1).

## **Section 3**

**Indemnification.** Each party agrees to defend, hold harmless, and indemnify the other party against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

## **Section 4**

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

## **Section 5**

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

## **Section 6**

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. 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 date. Additionally, this Agreement may be terminated upon sixty (60) days' notice by the City to Friends that the Playground has reached the end of its intended life as determined at the sole discretion of the City based on the wear and tear on the playground structures, signs, poured-in-place fall areas, fencing, and any other item that is part of the playground structure. Whenever the City removes potentially unsafe playground equipment or components or desires to remove playground equipment or components because it has reached the end of its useful life, the City shall offer

Friends the right of first refusal to receive the equipment. Friends may then use the equipment as it desires.

### **Section 7**

Any notice 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 by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

#### **CITY OF SHEBOYGAN:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

#### **FRIENDS OF THE SHAW FAMILY PLAYGROUND, INC.:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Memorandum of Understanding

Between

Friends of the Shaw Family Playground, Inc.

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Friends of the Shaw Family Playground, Inc. (“Friends”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

### **Background**

Angie and Ryan Shaw created an organization called the Sheboygan Park Project (“SPP”) to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with City officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws restarted their fundraising efforts in 2016.

SPP partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approved of them, and entered into an agreement related to the playground.

The project was completed in 2019. SPP now has non-profit status and has incorporated as Friends of the Shaw Family Playground, Inc. Friends desires to enter into a new MOU with the City to replace the prior MOU under the name of SPP to further clarify the expectations of the parties related to the playground.

### **Purpose**

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.



## Section 1

1. The universally accessible playground will be called the Shaw Family Playground (“the Playground”).
2. The Playground is located at 2614 Pine Grove Avenue, Area Two of Evergreen Park.
3. Friends desire to aid the City in maintaining, adding to, and improving the Playground, including the pavilion.
4. All funds used to improve and maintain the Playground will be raised by Friends, with no additional funds to be spent by the City for construction, improvement, or maintenance.
5. Any past, present, or future funds raised by Friends or its predecessor organization for construction costs, improvements and maintenance including funds previously held on their behalf by the Sheboygan Jaycees, shall be placed into an endowment fund for the playground. Said funds shall be controlled by Friends. The City may request funds from the endowment fund to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, any item that is part of the playground structure; or for the purchase of new items. All structures, ramps, and other items that are part of the playground will be owned and controlled by the City.
6. Notwithstanding its right as owner, the City will seek consensus from Friends before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area, or any other item paid for by donations from or provided by Friends.
7. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
8. The City agrees not to rent the pavilion for private rentals. The pavilion will remain open for all visitors to use during hours the Playground is open. Parties that set up to use the pavilion for private events will be discouraged and told that decorations and private parties are not permitted. Notwithstanding this provision, the City will allow Friends to use the pavilion for fundraising events for the Playground.
9. The City’s Superintendent of Parks and Forestry (“Superintendent”) will be a member of the board of directors of Friends by virtue of their position as Superintendent. Should the Superintendent position be vacant, or should the Superintendent be unwilling or unable to serve on the board, another City employee will designated by the Director of Public Works to so serve in place of the Superintendent.
10. The Agreement related to the playground is intended to last for the intended life of the playground, which ends in 2043 (25 years after construction.) However, this MOU may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.

## **Section 2**

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

## **Section 3**

**Indemnification.** Friends agrees to defend, hold harmless, and indemnify the City against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the City arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

## **Section 4**

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

## **Section 5**

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

## **Section 6**

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. 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 date. Additionally, this Agreement may be terminated upon 30 days' notice by the City to Friends that the Playground has reached the end of its intended life as determined at the sole discretion of the City based on the wear and tear on the playground structures, signs, poured-in-place fall areas, fencing, and any other item that is part of the playground structure.

## **Section 7**

Any notice 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 by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

_____	_____
Mayor	Date
_____	_____
City Clerk	Date
_____	_____
Director of Public Works	Date

FRIENDS OF THE SHAW FAMILY PLAYGROUND, INC.:

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date

This document is authorized by and in accordance with Res. No. \_\_\_\_-24-25.