



TWENTY-SECOND REGULAR COMMON COUNCIL MEETING AGENDA

February 17, 2025 at 6:00 PM

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

"One person can make a difference, and everyone should try." John F. Kennedy

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

Notice of the 22nd Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, FEBRUARY 17, 2025 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

1. Roll Call

Aldersperson Felde may attend meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

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

4. Resignation

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

5. Confirmation of Mayoral Appointments

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

6. Public Forum

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

7. Presentation

Historic Preservation Commission

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

9. Presentation

State of the City, Mayor Ryan Sorenson

HEARINGS

- [10.](#) Hearing No. 14-24-25 pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Municipal Code. The purpose of the amendment is to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.
- [11.](#) Hearing No. 15-24-25 pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification.
- [12.](#) Hearing No. 16-24-25 pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located on N. Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification.

CONSENT

- 13. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
- [14.](#) R. O. No. 116-24-25 by Board of License Examiners submitting applications for Building Contractor License already granted.
- [15.](#) R. C. No. 217-24-25 by Public Works Committee to whom was referred Res. No. 155-24-25 by Alderpersons Dekker and Ramey authorizing the Department of Public Works to donate a Peace Tree sign to the Sheboygan County Museum; recommends adopting the Resolution.
- [16.](#) R. C. No. 216-24-25 by Public Works Committee to whom was referred Res. No. 154-24-25 by Alderpersons Dekker and Ramey authorizing the Harbor Centre Marina Harbormaster to establish and manage a Rewards Program; recommends adopting the Resolution.
- [17.](#) R. C. No. 222-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 38-24-25 by Alderpersons Rust and La Fave amending several sections of Article 14-VIII of the Sheboygan Municipal Code regarding Landscaping and Tree Removal Services so as to change the licensing process; recommends adopting the Ordinance.
- [18.](#) R. C. No. 220-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 160-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to enter into an Agreement with Lexipol, LLC for training and policy materials; recommends adopting the Resolution.
- [19.](#) R. C. No. 219-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 159-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute a Waiver of Right to Claim Damages and a Liability Release document in order to allow fire personnel access to an SBA Communications Corporation tower for training purposes; recommends adopting the Resolution.
- [20.](#) R. C. No. 218-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 157-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to accept and

expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

- [21.](#) R. C. No. 223-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 102-24-25 by City Clerk submitting various license applications; recommends granting License Application No. 2121.
- [22.](#) R. C. No. 224-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 112-24-25 by City Clerk submitting a license application; recommends granting the application.

REPORT OF OFFICERS

- [23.](#) Motion to rescind Gen. Ord. No. 34-24-25 as it was prematurely adopted at the February 3rd Common Council meeting. It was prematurely adopted due to lack of hearing.
- [24.](#) R. O. No. 111-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 34-24-25 by Alderperson Belanger amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission; recommends adopting the Ordinance.
- [25.](#) R. O. No. 113-24-25 by Transit Commission to whom was referred Res. No. 151-24-25 by Alderpersons Dekker, Rust, and Mitchell authorizing the appropriate City officials to execute the Contract for Professional Services Between the Bay-Lake Regional Planning commission and the City of Sheboygan, Shoreline Metro regarding preparation of a 2026-2030 Transit Development Program (TDP) Update; recommends adopting the Resolution.
- [26.](#) R. O. No. 115-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 37-24-25 by Alderperson Belanger and R. O. No. 106-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER
- [27.](#) R. O. No. 114-24-25 by City Clerk submitting a claim from Teresa Kay McAlpine for alleged damage to vehicle that was struck by a Sheboygan Metro Bus. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [28.](#) R. O. No. 117-24-25 by City Clerk submitting a liquor license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [29.](#) R. O. No. 118-24-25 by City Clerk submitting a claim from Chelsea Gray for alleged damages to house and vehicle when a City tree fell on them. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

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

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

REPORT OF COMMITTEES

- 38.** R. C. No. 213-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 161-24-25 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Roger G. Miller, et al. v. City of Sheboygan Plan Commission, et al., and authorizing payment for said service; recommends amending the Resolution to remove the name Attorney Lawrie J. Kobza. RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
- 39.** R. C. No. 214-24-25 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 35-24-25 by Alderpersons Mitchell and Perrella amending the Sheboygan Municipal Code so as to move Housing Rehabilitation Loan Program responsibilities to the Finance and Personnel Committee; recommends adopting the Ordinance.
- 40.** R. C. No. 215-24-25 by Public Works Committee to whom was referred Res. No. 158-24-25 by Alderpersons Dekker and Ramey authorizing Lakeshore Child Advocacy Center to sublease a portion of their office space within Uptown Social senior community center located at 1817 N. 8th Street, Sheboygan, to CASA Sheboygan; recommends to file the Resolution.
- 41.** R. C. No. 221-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 36-24-25 by Alderperson Belanger amending Section 101-19 of the Sheboygan Municipal Code to add a person with architectural experience to the Plan Commission; recommends adopting the Ordinance.
- 42.** R. C. No. 225-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 108-24-25 by City Clerk submitting various license applications; recommends granting and/or denying the licenses with caveats.

GENERAL ORDINANCES

MATTERS LAID OVER

- 43.** R. O. No. 109-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 32-24-25 by Alderperson Belanger and R. O. No. 100-24-25 by City Clerk submitting an application to amend the City

of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification; recommends filing the R. O. and adopting the Ordinance.

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

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

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

ADJOURN MEETING

- 46.** Motion to Adjourn

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

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

CITY OF SHEBOYGAN

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

Monday, February 03, 2025

OPENING OF MEETING

1. Roll Call

Alderspersons present: Belanger, Dekker, Felde (remote), Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 9.
Aldersperson excused: Ramey – 1.

2. Pledge of Allegiance

3. Approval of Minutes

Twentieth Regular Council Meeting held on January 20, 2025

MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Rust.

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

4. Resignation

Kyle Kaboord from the Board of License Examiners

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

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

5. Mayoral Appointments

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

6. Public Forum

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

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

8. Hearing No. 13-24-25 pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan’s Zoning Ordinance. The purpose of the amendment is to eliminate the Architectural Review Board and give those powers to the Plan Commission.
No one spoke.

MOTION TO CLOSE THE HEARING

Motion made by Dekker, Seconded by Rust.

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

CONSENT

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

Motion made by Dekker, Seconded by Rust.

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

10. R. O. No. 105-24-25 by Board of Water Commissioners submitting the report on the Water Utility for the fourth quarter of 2024.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

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

11. R. C. No. 206-24-25 by Finance and Personnel Committee to whom was referred Res. No. 150-24-25 by Alderpersons Mitchell and Perrella supporting the partial release of judgment liens filed on behalf of the City against property owned by the Estate of Rae R. Pape; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

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

12. R. C. No. 207-24-25 by Public Works Committee to whom was referred Res. No. 149-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Kaschak Roofing, Inc. for roof replacement at the City of Sheboygan Municipal Service Building; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

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

13. R. C. No. 209-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 101-24-25 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 October 1, 2024 and ending December 31, 2024; recommends filing the report.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella,

14. R. C. No. 210-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Direct Referral R. O. No. 104-24-25 by Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing October 1, 2024 and ending December 31, 2024; recommends filing the report.

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

Motion made by Dekker, Seconded by Rust.

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

15. R. C. No. 212-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 102-24-25 by City Clerk submitting various license applications; recommends granting the License Application Nos. 3709 and 3553 and the Change of agent for CVS Pharmacy.

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

Motion made by Dekker, Seconded by Rust.

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

REPORT OF OFFICERS

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

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

Motion made by Belanger, Seconded by Dekker.

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

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

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

19. R. O. No. 108-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

20. R. O. No. 106-24-25 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification. REFER TO CITY PLAN COMMISSION
21. R. O. No. 107-24-25 by City Clerk submitting a Notice of Circumstances in the matter of Nathan Jackson, by his attorneys, Sperling Law offices LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

22. Res. No. 154-24-25 by Alderpersons Dekker and Ramey authorizing the Harbor Centre Marina Harbormaster to establish and manage a Rewards Program. REFER TO PUBLIC WORKS COMMITTEE
23. Res. No. 155-24-25 by Alderpersons Dekker and Ramey authorizing the Department of Public Works to donate a Peace Tree sign to the Sheboygan County Museum. REFER TO PUBLIC WORKS COMMITTEE
24. Res. No. 156-24-25 by Alderpersons Dekker and Ramey approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan. REFER TO PUBLIC WORKS COMMITTEE
25. Res. No. 158-24-25 by Alderpersons Dekker and Ramey authorizing Lakeshore Child Advocacy Center to sublease a portion of their office space within Uptown Social senior community center located at 1817 N. 8th Street, Sheboygan, to CASA Sheboygan. REFER TO PUBLIC WORKS COMMITTEE
26. Res. No. 157-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
27. Res. No. 160-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to enter into an Agreement with Lexipol, LLC for training and policy materials. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
28. Res. No. 159-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute a Waiver of Right to Claim Damages and a Liability Release document in order to allow fire personnel access to an SBA Communications Corporation tower for training purposes. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

29. R. C. No. 208-24-25 by Public Works Committee to whom was referred Res. No. 152-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for a comprehensive structural and mechanical condition analysis of most city-owned buildings to aid in future maintenance and proactive future budget planning; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

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

30. R. C. No. 211-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 33-24-25 by Alderpersons Rust and La Fave amending Section 2-581 of the Sheboygan Municipal Code regarding residency requirements to delete the reference to the Architectural Review Board; recommends adopting the Ordinance.

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

Motion made by Rust, Seconded by La Fave.

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

GENERAL ORDINANCES

31. Gen. Ord. No. 35-24-25 by Alderpersons Mitchell and Perrella amending the Sheboygan Municipal Code so as to move Housing Rehabilitation Loan Program responsibilities to the Finance and Personnel Committee. REFER TO FINANCE AND PERSONNEL COMMITTEE
32. Gen. Ord. No. 36-24-25 by Alderperson Belanger amending Section 101-19 of the Sheboygan Municipal Code to add a person with architectural experience to the Plan Commission. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
33. Gen. Ord. No. 37-24-25 by Alderperson Belanger amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification. REFER TO CITY PLAN COMMISSION
34. Gen. Ord. No. 38-24-25 by Alderpersons Rust and La Fave amending several sections of Article 14-VIII of the Sheboygan Municipal Code regarding Landscaping and Tree Removal Services so as to change the licensing process. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

MATTERS LAID OVER

35. R. O. No. 103-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission; recommends adopting the Ordinance.

RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Dekker.

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

OTHER MATTERS AUTHORIZED BY LAW – None.

CLOSED SESSION

36. Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(g), for conferring with legal counsel who is rendering oral advice concerning strategy to be adopted by the common council with respect to litigation in which it is involved related to a potential settlement in the matter of Vicky Schneider v. City of Sheboygan.

AND

Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(c), for considering employment, compensation, or performance evaluation date of a public employee over which the governmental body exercises responsibility, to wit: annual city administrator evaluation.

Motion made by Dekker, Seconded by Rust.

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

*Aldersperson Felde left the meeting.

RECONVENE IN OPEN SESSION

37. Motion to reconvene in open session for discussion and possible action relating to open session.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

38. Res. No. 153-24-25 by Alderspersons Dekker and Rust authorizing execution of a Settlement Agreement and Release in Case No. 24-cv-049, *Vicky A. Schneider v. City of Sheboygan*.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, La Fave, Perrella, Peterson, Rust – 5.

Voting Nay: Belanger, Heidemann, Mitchell – 3.

ADJOURN MEETING

39. Motion to Adjourn

MOTION TO ADJOURN AT 7:48 PM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

February 17, 2025

Resignation

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



January 27th 2024

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Craig Seider to be considered for appointment to the Board of License Examiners (full position)
- Samuel Payne to be considered for appointment to the Board of License Examiners (full position)
- Craig Wakefield to be considered for appointment to the Board of License Examiners (1st Alternate)
- John Gilipsky to be considered for appointment to the Board of License Examiners (2nd Alternate)

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
HEARING 14-24-25**

FEBRUARY 17, 2025.

Pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Municipal Code. The purpose of the amendment is to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

All interested parties will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN MUNICIPAL CODE:

Notice is hereby given that a public hearing will be held at 6:00 P.M., February 17, 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 Municipal Code. The purpose of the amendment is to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

MEREDITH DEBRUIN
City Clerk

Account Number:	1012694
Customer Name:	Sheb, City Of,Legal Acct
Customer Address:	Sheb, City Of,Legal Acct 828 Center AVE # 110 Accounts Payable Sheboygan WI 53081-4442
Contact Name:	ACCT SHEB, CITY OF,LEGAL
Contact Phone:	
Contact Email:	
PO Number:	2-17-25 Hearing

Date:	01/29/2025
Order Number:	10956193
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	20.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	01/31/2025 - 02/07/2025	Public Notices
SHE sheboyganpress.com	2	01/31/2025 - 02/07/2025	Public Notices

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

Total Cash Order Confirmation Amount Due	\$29.60
Tax Amount	\$0.00
Service Fee 3.99%	\$1.18
Cash/Check/ACH Discount	-\$1.18
Payment Amount by Cash/Check/ACH	\$29.60
Payment Amount by Credit Card	\$30.78

Order Confirmation Amount	\$29.60
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NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN MUNICIPAL CODE:

Notice is hereby given that a public hearing will be held at 6:00 P.M., February 17, 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 Municipal Code. The purpose of the amendment is to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

MEREDITH DEBRUIN

City Clerk

Run:Jan.31,Feb.7,2025 WNAXLP

**CITY OF SHEBOYGAN
HEARING 15-24-25**

FEBRUARY 17, 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 on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial 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., February 17, 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 Urban Commercial to Class Urban Industrial Classification.

Property located at N. Commerce Street – Parcel No. 59281501600:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

MEREDITH DEBRUIN
City Clerk

Not an Invoice

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

Date:	01/13/2025
Order Number:	10944652
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	38.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	01/31/2025 - 02/07/2025	Govt Public Notices
SHE sheboyganpress.com	2	01/31/2025 - 02/07/2025	Govt Public Notices

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

Total Cash Order Confirmation Amount Due	\$55.34
Tax Amount	\$0.00
Service Fee 3.99%	\$2.21
Cash/Check/ACH Discount	-\$2.21
Payment Amount by Cash/Check/ACH	\$55.34
Payment Amount by Credit Card	\$57.55

Order Confirmation Amount	\$55.34
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Ad Preview

**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., February 17, 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 Urban Commercial to Class Urban Industrial Classification.

Property located at N. Commerce Street
– Parcel No. 59281501600:

SECTION 10, TOWNSHIP 14 NORTH,
RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 &
PRT OF LOTS 5,6 & 7 DESC AS COM
22.2' SELY OF NWLY COR OF LOT 5,
WHICH IS PNT OF BEG TH SELY 17.8'
TO SWLY COR LOT 5, TH ELY ALNG
SLY LINE LOT 5 TO W DOCK OF SHEB
RIVER, TH NLY ALNG SD DOCK 87'
M/L, TH WLY 214.8' TO BEG BLK 157

MEREDITH DEBRUIN
City Clerk

RUN: Jan. 31, Feb 07, 2025 WNAXLP

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

February 7, 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., February 17, 2025, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to change the Use District Classification of the following described lands from Class Urban Commercial to Class Urban Industrial Classification.

Property located at N. Commerce Street – Parcel No. 59281501600:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

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

Sincerely,

MEREDITH DEBRUIN, City Clerk

Parcel ID	Site Address	Owner Name	PSTL Address	City	State	ZIP
59281501610	N COMMERCE ST	REDEVELOPMENT AUT	828 CENTER AVE STE 2	SHEBOYGAN	WI	53081
59281501620	N COMMERCE ST	REDEVELOPMENT AUT	828 CENTER AVE STE 2	SHEBOYGAN	WI	53081
59281501630	605 N COMMERCE ST	REDEVELOPMENT AUT	828 CENTER AVE STE 2	SHEBOYGAN	WI	53081
59281501640	PENNSYLVANIA AVE	REDEVELOPMENT AUT	828 CENTER AVE STE 2	SHEBOYGAN	WI	53081
59281502841	1131 PENNSYLVANIA A	G&T REAL ESTATE HOL	W2137 SHAMROCK DF	SHEBOYGAN	WI	53083
59281502830		CRAMER HOLDINGS LL	11200 HACIENDA DEL	PLACIDA	FL	33946
59281502820	1119 PENNSYLVANIA A	C A FLIPSE SONS CO	1119 PENNSYLVANIA A	SHEBOYGAN	WI	53081
59281501590	1054 PENNSYLVANIA A	LEHMANN LLC	1054 PENNSYLVANIA A	SHEBOYGAN	WI	53081

**CITY OF SHEBOYGAN
HEARING 16-24-25**

FEBRUARY 17, 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 on N. Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial 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., February 17, 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 Urban Commercial to Class Urban Industrial Classification.

Property located at N. Commerce Street – Parcel No. 59281501550:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

MEREDITH DEBRUIN
City Clerk

Not an Invoice

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

Date:	01/14/2025
Order Number:	10946860
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	39.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	01/31/2025 - 02/07/2025	Govt Public Notices
SHE sheboyganpress.com	2	01/31/2025 - 02/07/2025	Govt Public Notices

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

Total Cash Order Confirmation Amount Due	\$56.77
Tax Amount	\$0.00
Service Fee 3.99%	\$2.27
Cash/Check/ACH Discount	-\$2.27
Payment Amount by Cash/Check/ACH	\$56.77
Payment Amount by Credit Card	\$59.04

Order Confirmation Amount	\$56.77
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Ad Preview

Item 12.

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., February 17, 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 Urban Commercial to Class Urban Industrial Classification.

Property located at N. Commerce Street
– Parcel No. 59281501550:

SECTION 10, TOWNSHIP 14 NORTH,
RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF
SWLY COR LOT 8, TH NELY PARA
WITH SELY LINE LOT 8, 121', NWLY
130' TO NWLY LINE LOT 10, SWLY 121'
TO COMMERCE ST, TH SELY ALONG
SD STREET 130' TO BEG, BEING PRT
OF LOTS 8-9 & 10 BLK 148 SHEB
RIVER, TH NLY ALNG SD DOCK 87'
M/L, TH WLY 214.8' TO BEG BLK 157

MEREDITH DEBRUIN
City Clerk

Run: Jan. 31, Feb. 7, 2025 WNAXLP

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

February 7, 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., February 17, 2025, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to change the Use District Classification of the following described lands from Class Urban Commercial to Class Urban Industrial Classification.

Property located at N. Commerce Street – Parcel No. 59281501550:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

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

Sincerely,

MEREDITH DEBRUIN, City Clerk

Parcel	Site Address	Owner 1	Owner 2	PSTL Address	City	State	Zip
59281501560	N COMMERCE ST	REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN		828 CENTER AVE STE 210	SHEBOYGAN	WI	53081
59281501570	715 N COMMERCE ST	THE DURBROW-STEINGRABER LIVING TRUST OF 2018		9601 LAKESHORE RD	NEWTON	WI	53063
59281500665	1234 NEW YORK AVE	OTTER CREEK IRREVOCABLE TRUST	DALE J DELORME	1234 NEW YORK AVE	SHEBOYGAN	WI	53081
59281501470	1223 NEW YORK AVE	RANDALL SCOTT SCHAAL		1608 ALEXANDER CT	SHEBOYGAN	WI	53081
59281501530	1212 CENTER AVE	DANIEL R & SUSAN M CIMAROSTI	JONATHAN D CIMARO	421 BLACKSTOCK AVE	SHEBOYGAN	WI	53083
59281501540	N COMMERCE ST	REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN		828 CENTER AVE STE 210	SHEBOYGAN	WI	53081

**CITY OF SHEBOYGAN
R. O. 116-24-25**

BY BOARD OF LICENSE EXAMINERS.

FEBRUARY 17, 2025.

Attached hereto we are submitting applications for Building Contractor License already granted:

225	Kris R Johnson 1710 N 11th St Sheboygan, WI 53081-2634	General Contractor
2843	Javier Reyes Ortiz 923 High Ave Sheboygan, WI 53081-5866	Carpenter Accessory Contractor

**CITY OF SHEBOYGAN
R. C. 217-24-25**

BY PUBLIC WORKS COMMITTEE.

FEBRUARY 17, 2025.

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

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

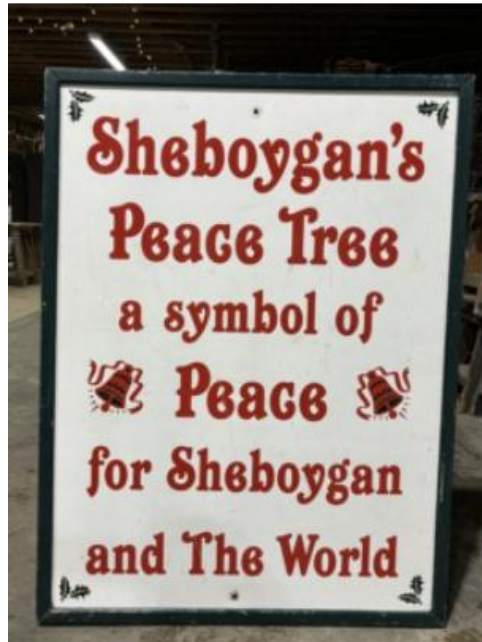
**CITY OF SHEBOYGAN
RESOLUTION 155-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the Department of Public Works to donate a Peace Tree sign to the Sheboygan County Museum.

WHEREAS, the City has been storing the below sign for over fifteen years and staff would like to see the sign preserved for the future while also freeing storage space; and



WHEREAS, the Sheboygan County Museum is willing to accept the sign as a donation.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Department of Public Works to donate the aforementioned sign to the Sheboygan County Museum.

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. 216-24-25**

BY PUBLIC WORKS COMMITTEE.

FEBRUARY 17, 2025.

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

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 154-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the Harbor Centre Marina Harbormaster to establish and manage a Rewards Program.

RESOLVED: That the Common Council authorizes the Harbor Centre Marina Harbormaster to take the necessary steps to establish and manage a Rewards Program for dock space Permittees, as described in the attached document, and as approved by the City Administrator.

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

REWARDS PROGRAM

Item 16.

GOLD MEMBERSHIPS



Introducing the Gold Membership Program for transient boaters – your key to exclusive savings, flexibility, and rewards at the marina! As a Gold Member, you'll enjoy **10 cents off** per gallon on every fuel purchase, saving you money on every adventure. Maximize your time on the water with the freedom of **early arrivals and late check-outs**, giving you unparalleled flexibility. After accumulating 5 nights at the marina, you'll receive **30 cents off per foot** on your next dockage fee, rewarding your loyalty with significant savings. Sign up today and elevate your boating experience with perks designed for passionate boaters like you!

PLATINUM MEMBERSHIP

Introducing the Platinum Membership Program for Seasonal boaters – the Ultimate Experience for Elite Boaters! As a Platinum Member, you'll unlock **20 cents off** per gallon on every fuel purchase, ensuring savings every time you refuel. Enjoy unmatched flexibility with **15-day early access** to your marina slip and **15-day late check-out**, giving you the freedom to plan your boating adventures on your terms. Plus, as a valued Platinum Member, receive **10% off next year's dockage**, rewarding your loyalty with significant savings for seasons to come. Join the Platinum Membership Program today and enjoy the ultimate in luxury, savings, and convenience at the marina!



2025 SEASON

Join today and let the 2025 boating season be the best one yet! The Gold and Platinum Memberships are your gateway to unforgettable adventures, premium perks, and endless enjoyment for you, your family, and friends!

Gold Membership: \$150.00

Platinum Membership: \$400.00

**Annual Renewal*

**CITY OF SHEBOYGAN
R. C. 222-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

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

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 38-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

AN ORDINANCE amending several sections of Article 14-VIII of the Sheboygan Municipal Code regarding Landscaping and Tree Removal Services so as to change the licensing process.

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

SECTION 1: **AMENDMENT** “Sec 14-344 Application” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 14-344 Application

~~Any person desiring to obtain a license required by this article shall make application in the city clerk's office. The city clerk shall refer the application to the superintendent of parks who shall determine the eligibility of the applicant pursuant to the provisions of this article. Upon determination that the applicant is eligible, the superintendent of parks shall inform the city clerk's office thereof and the city clerk shall issue the license.~~

Any person desiring to obtain a license required by this article shall make written application for a landscape and tree removal service license to the city clerk's office on forms provided by the city clerk's office and shall include the following:

- (a) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
- (b) A signed statement that the applicant shall hold harmless the city and its officers and employees and shall indemnify and hold harmless the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.
- (c) A certificate of insurance evidencing liability coverage of not less than \$1,000,000.00 per occurrence. The policy shall further provide that it may not be cancelled except upon 30 days' written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.

(Code 1975, § 39-80; Code 1997, § 126-157; Ord. No. 5-01-02, § 1, 6-4-2001)

SECTION 2: AMENDMENT “Sec 14-345 Fee” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 14-345 Fee

Each application for a license required by this article shall be accompanied with a receipt from the city finance director/treasurer showing the payment of ~~the following~~ a \$35.00 fee:

- (a) ~~Landscaping license:~~
~~\$35.00.~~
- (b) ~~Tree removal license:~~
~~\$35.00.~~

(Code 1975, § 39-81; Code 1997, § 126-158; Ord. No. 19-01-02, § 7, 8-6-2001)

SECTION 3: REPEAL “Sec 14-347 Qualifications Of Applicant” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 14-347 ~~Qualifications Of Applicant~~ (Reserved)

~~Each applicant for a license required by this article shall have been trained in the care and culture of trees and shrubs, shall have had sufficient practical experience in such vocation, and each person applying shall be at least 18 years of age. Each applicant shall agree to comply with the following conditions:~~

- (a) ~~To obey all ordinances and rules and regulations relative to the purpose for which a permit is granted. To obtain the necessary permission from the department of engineering and public works where it becomes necessary to erect barriers to prevent accidents or dangers in consequence of the granting of the permit.~~
- (b) ~~To hold the city harmless for any accident or on account of any liability arising from the granting of this permit.~~

(Code 1975, § 39-83; Code 1997, § 126-161)

SECTION 4: REPEAL “Sec 14-348 Insurance” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 14-348 ~~Insurance(Reserved)~~

~~Every applicant for license under this article shall, before obtaining the license or any renewal of a license, be required to maintain at all times, in a stock or mutual casualty company authorized to do business in the state, worker's compensation insurance, if required by law, and public liability insurance with coverage of not less than \$50,000.00 for each person and not less than \$100,000.00 for any one accident and property damage liability insurance coverage of not less than \$25,000.00. Before a license can be issued, the applicant shall file with the department of engineering and public works a certificate signed by a qualified agent of the stock or mutual casualty insurance company stating that a policy has been issued to the licensee for employees' liability insurance or worker's compensation insurance where necessary, public liability insurance, property damage insurance, the minimum limits of each, the policy number, the name of the company, the effective date of such policy, the expiration date of such policy, together with a statement and a copy of an endorsement placed on such policy requiring ten days' written notice to the department of engineering and public works if it becomes necessary to cancel the policy for any reason.~~

(Code 1975, § 39-84; Code 1997, § 126-162)

SECTION 5: **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 6: **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. C. 220-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

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

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 160-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Lexipol, LLC for training and policy materials.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is authorized to execute the attached Agreement with Lexipol, LLC for training and policy materials, including an Annual Fire Policy Manual and Daily Training Bulletins with Supplemental Publication Service for Fire Operations Procedures.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the expenses associated with the above purchase from Acct. No. 101220-533106 (General Fund - Fire & EMS - Software Maintenance & Subscriptions).

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



MASTER SERVICE AGREEMENT

Agency's Name: Sheboygan Fire Department
 Agency's Address: 1326 N 25th St
 Sheboygan, Wisconsin 53081

Attention: Assistant Chief Mike Lubbert

Sales Rep: Nicole Falconer
 Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034

Effective Date: February 1, 2025
 (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Sheboygan Fire Department

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Subscription + One-Time-Cost
Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 13,546.00	15%	USD 2,031.90	USD 11,514.10
	Subscription Line Items Total			USD 2,031.90	USD 11,514.10
				USD 2,031.90	USD 11,514.10
Subscription + One-Time-Cost Implementation Discount:					USD 2,031.90
Subscription + One-Time-Cost Implementation TOTAL:					USD 11,514.10

Discount Notes

15% discount applied to Annual Policy Subscription

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Work s" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.
³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.
⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party shall (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

**CITY OF SHEBOYGAN
R. C. 219-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

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

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 159-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a Waiver of Right to Claim Damages and a Liability Release document in order to allow fire personnel access to an SBA Communications Corporation tower for training purposes.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is authorized to execute the attached Waiver of Right to Claim Damages for Injury or Loss and the attached Liability Release, Waiver, Discharge, and Covenant Not to Sue on behalf of SBA Communication Corp. in order for Sheboygan Fire Department personnel to be granted access to tower structures for training purposes.

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

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively referred to herein as this "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (collectively referred to herein as "Releasor", "I" or "me") to SBA Telecommunications, LLC ("SBA").

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in climbing tower structures (the "Activity", including, but not limited to tower climbing, ground instruction, demonstrations, use of equipment, or any activity whatsoever at a tower site or tower training facility). As the undersigned Releasor, I understand that SBA does not require me to participate in the Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with the Activity, and I release SBA and its agents, principals, shareholders, officers, directors, employees, members, predecessors, successors, subsidiaries, subcontractors, affiliates, insurers, related companies, attorneys, assigns, underwriters, managers, partners, parent companies, related companies, stockholders, and/or all others related to SBA in any way whatsoever (collectively referred to herein as the "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with, directly or indirectly, the Activity, including any injury or harm to me, my death, or damage to my property (collectively referred to herein as "Liabilities"), and I agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I voluntarily assume all risk of personal injury or death that may be sustained during the Activity. I recognize that this Release means I am giving up, among other things, all rights to sue the Releasees for injuries, damages or losses I may suffer or incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I affirm that I am personally responsible for all costs associated with medical treatment, vehicular damage, equipment damage, or property damage that I may incur. I affirm that I am physically fit and medically able to participate in the Activity. I agree that this Release shall be governed for all purposes under the laws of the state where the Activity is taking place, without regard to such state's law on choice of law.

RELEASOR AGREES THAT THE TOWER, TOWER SITE, TRAINING FACILITY AND ANY EQUIPMENT THAT IS USED BY RELEASOR IS PROVIDED "AS IS, WHERE IS" AND WITH ALL FAULTS. SBA MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE; ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SBA AND WAIVED BY RELEASOR.

I have read this entire Release and fully understand this is a release of my rights. I fully understand this entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by this Release.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Releasor's Signature)

(Print Name)

(Date)

**CITY OF SHEBOYGAN
R. C. 218-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

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

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 157-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, the City of Sheboygan Police Department has obtained a JAG Program grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2025 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

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

**WISCONSIN DEPARTMENT OF JUSTICE
Sheboygan County MEG Unit Operations
Grant Summary Sheet**

Grantee or Unit of Government: **City of Sheboygan**

Project Name: **Sheboygan County MEG Unit Operations**

Address: **Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin,
53081-3180**

Project Director: **Joel Hendrikse**

Phone number: **920-467-5192**

Signing Official: **Ryan Sorenson, Mayor, City of Sheboygan, 828 Center Avenue,
Sheboygan, Wisconsin 53081-4442**

Amount of Federal Award: **\$ 14,251**

Amount of Match: **\$9,861**

Amount of Total Award: **\$24,112**

SUMMARY OF GRANT:

Funds awarded to the Sheboygan County MEG Unit will be used to identify and investigate the most significant drug threats, to arrest individuals who deal drugs and seize illicit drugs and assets. Fentanyl and meth remain the primary threat to our community with fake pharmaceuticals also posing a continuing problem. The MEG Unit works with multiple agencies, including DEA, Wisconsin DOJ, DCI, HIDTA, USPS and other local agencies in investigating drug cases in our communities as well as those leading outside of the county. The MEG Unit is the primary drug unit for the county and member agencies depend on the unit to target and investigate the most significant drug threats to our communities, which in turn decreases drug-related crime and makes our communities a safer place to live. Awarded funds will be used to train new and current investigators, overtime for investigations, salary for a part-time secretary, salary for part-time analyst/intern and MEG supplies for operating cost.

Name of Program Manager: **Brittney Felton**

Phone number: **608-218-0610**

Name of Grants Specialist: **Sarah Fanning**

Phone number: **608-590-9464**



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

December 11, 2024

Joel Hendrikse, Sergeant
Sheboygan Police Department
1315 N. 23rd Street
Sheboygan, WI 53081-3180

RE: Sheboygan County MEG Unit Operations
DOJ Grant Number: 2023-DJ-01-19342

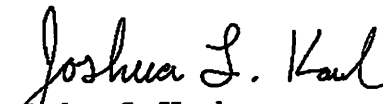
Dear Sgt. Hendrikse:

The Wisconsin Department of Justice, Division of Law Enforcement Services, has approved a grant award to City of Sheboygan in the amount of \$24,112 which includes your agency's matching funds. These funds are available through a grant under the Byrne Memorial Justice Assistance Grant Program with funding awarded by the U.S. Department of Justice, Office of Justice Programs. This grant supports City of Sheboygan's MEG Unit Operations.

To accept this award, please have the authorized official sign the *Signatory Page, Certified Assurances and Lobbying and Debarment Forms* in addition to initialing the bottom right corner of Attachments A and B, if enclosed. The project director signs the acknowledgement notice. Please return the signed award document to the Wisconsin Department of Justice within 30 days. Please maintain a copy for your records. Funds cannot be released until all signed documents are received and any special conditions are met.

As project director, you will be responsible for all reporting requirements outlined in the grant award and ensuring that funds are administered according to the approved application materials and certifications. Please refer to the enclosed FAQ sheet for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:EJW:alm

Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

**BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
Sheboygan County MEG Unit Operations
2023-DJ-01-19342**

The Wisconsin Department of Justice (DOJ) hereby awards to **City of Sheboygan**, (hereinafter referred to as the **Grantee**), the amount of **\$24,112 which includes match** for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until **12/31/2025** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns a signed copy of this grant award to the Wisconsin Department of Justice. In addition, please note that grant activity may not begin until the project start date.

BY: Joshua L. Kaul
JOSHUA L. KAUL
Attorney General
Wisconsin Department of Justice

12/11/2024
Date

The (Grantee), **City of Sheboygan**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Sheboygan**
BY: Bryan Sorenson
NAME: **Bryan Sorenson**
TITLE: **Mayor**

12/20/24
Date

Completion of this signed grant award within 30 days of the date of the award is required to release federal funds.

**WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A**

Subgrantee: City of Sheboygan
 Project Title: Sheboygan County MEG Unit Operations CFDA# 16.738
 Grant Period: From 1/1/2025 To 12/31/2025
 Grant Number: 2023-DJ-01-19342 UEI Number: WKMFKB4K6XH5
 Federal Award Identification Number and Federal Award Date: 15PBJA-23-GG-03046-JAGX 10/1/22
 Federal Awarding Agency: U.S. Department of Justice, Bureau of Justice Programs

APPROVED BUDGET

See your Egrants Application for details

	Federal & Match
Personnel	\$10,712
Employee Benefits	
Travel (Including Training)	\$1,000
Supplies & Operating Expenses	\$6,400
Equipment	
Consultants/Contractual	\$6,000
Other	
Indirect	
FEDERAL TOTAL	\$14,251
MATCH TOTAL	\$9,861
TOTAL APPROVED BUDGET	\$24,112

Award General Conditions:

- Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
- All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
- The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
- Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.

5. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.
6. **Program Income:** To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.
7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date. Any grant activity outside the project period is not eligible for reimbursement.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to grantee on a reimbursement basis. Expenses must be incurred and paid for by the agency/organization within the reporting period.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e. mileage, meals and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.

20. Positions funded by this grant must have a position description. Submit the position description and name of employee in Egrants within the Monitoring Section under Project Document Attachment.

21. The recipient agrees to cooperate with WI DOJ monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with WI DOJ (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to WI DOJ all documentation necessary for WI DOJ to complete the monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set out by WI DOJ for providing the requested documents. Failure to cooperate with WI DOJ monitoring activities may result in actions that affect the recipient's WI DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the WI DOJ designation of High-Risk grantees, or terminate of an award(s).


Initial Here

**BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM
ATTACHMENT B**

Award Special Conditions:

1. The grantee must agree that the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training within 120 days of the grant award date if they have not already done so. This training must be taken every four years and will be offered free of charge through the Center for Task Force Integrity and Leadership at the federal Bureau of Justice Assistance. The training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grantee. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).



Initial Here

**BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee: City of Sheboygan Date: December 2024
Project Title: Sheboygan County MEG Unit Operations Grant No. 2023-DJ-01-19342

The following regulations and obligations (referenced below) apply to your grant award.

Note: Reports due 04/12 include January, February, and March program activity
Reports due 07/12 include April, May, and June program activity
Reports due 10/12 include July, August, and September program activity
Reports due 01/12 include October, November, and December program activity

QUARTERLY PERFORMANCE MEASURE REPORTS must be submitted on a scheduled basis and must be completed in the federal web-based Performance Measurement Tool (PMT). Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

04/12/25 07/12/25 10/12/25 01/12/25 FINAL

QUARTERLY PROGRAM REPORTS must be submitted on a scheduled basis and must be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

04/12/25 07/12/25 10/12/25 01/12/26 FINAL

QUARTERLY FINANCIAL REPORTS must be submitted on a scheduled basis and must be completed and certified in Egrants. Supporting documentation must be attached to the Egrants Fiscal Report and are due to DOJ on:

04/12/25 07/12/25 10/12/25 01/30/26 FINAL

INVENTORY REPORTS must be submitted in Egrants for all equipment purchases and are due to DOJ on:

01/30/26

EEOP CERTIFICATION FORM The Office of Justice Programs requires that all subgrantees complete the EEOP Certification form and submit it to the Office for Civil Rights. The EEO Program reporting tool can be accessed at https://ocr-eeop.ncjrs.gov/_layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F

A copy of the completed Certification Form must be returned with the signed grant award.

OTHER: Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed.

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

12-20-24
Date



Joel Hendrikse

, Project Director

*U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER*

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin, 53081-3180

Grantee Name and Address

Sheboygan County MEG Unit Operations

Project Name

Ryan Soreson

12/20/24

Ryan Soreson, Mayor

Date

Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

FEDERAL AWARD CONDITIONS

1 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022

award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a

religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14**Employment eligibility verification for hiring under the award****1. The recipient (and any subrecipient at any tier) must--**

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction**A. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal

confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

22

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28**Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

29**Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

30**Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

31**Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

32**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to

support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

35

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

36

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

37

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

39

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings

and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40
Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

41
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

42
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43
Confidentiality of data


The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

44
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

45
In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

CERTIFICATION

Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances.



Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)
Ryan Sorenson, Mayor

12/20/24

Date
920-459-3317

Telephone Number

**CITY OF SHEBOYGAN
R. C. 223-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

Your Committee to whom was referred R. O. No. 102-24-25 by City Clerk submitting various license applications; recommends granting License Application No. 2121.

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. 102-24-25**

BY CITY CLERK.

JANUARY 20, 2025.

Submitting various license applications.

CHANGE OF AGENT

Lisa A. Metz is replacing Anthony J. Marx as agent effective immediately for CVS Pharmacy #10549 located at 1108 N. 14th Street.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2121	C & G Xiong’s LLC (C & G Bar Lounge)	819 Michigan Avenue
3709	Chiang Mai Garden, LLC (Chiang Mai Garden)	823 Michigan Avenue
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 th Street

**CITY OF SHEBOYGAN
R. C. 224-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

Your Committee to whom was referred Direct Referral R. O. No. 112-24-25 by City Clerk submitting a license application; recommends granting the application.

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. 112-24-25
DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE**

BY CITY CLERK

FEBRUARY 12, 2025

Submitting a license application.

PERMANENT CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3709	Chiang Mai Garden	823 Michigan Avenue – Permanent Change of Premise: to include entire dining area, beverage prep area, refrigerator and storage in basement.

**CITY OF SHEBOYGAN
R. O. 111-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 3, 2025.

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

**CITY OF SHEBOYGAN
ORDINANCE 34-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

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

SECTION 1: **AMENDMENT** “Sec 105-1006 Historic Preservation Regulations And Housing Rehabilitation Loan Program” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1006 Historic Preservation Regulations ~~And Housing Rehabilitation Loan Program~~

- (a) *Purpose and intent.* It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this section is to:
 - (1) Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the city's cultural, social, economic, political and architectural history.
 - (2) Safeguard the city's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.
 - (3) Stabilize and improve property values and enhance the visual and aesthetic character of the city.
 - (4) Protect and enhance the city's attractions to residents, tourists and visitors, and serve as a support and stimulus to business industry.
 - ~~(5) Provide for the administration of the city's housing rehabilitation loan program.~~
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Certificate of appropriateness means the certificate issued by the historic preservation commission approving alteration, rehabilitation, construction, reconstruction or

demolition of a historic structure, historic site or any improvement in a historic district.

Commission means the city historic preservation/~~housing rehabilitation loan~~ commission.

Historic district means an area designated by the city council on recommendation of the commission, that contains two or more historic improvements or sites.

Historic site means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

Historic structure means any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state or nation and which has been designated as a historic structure pursuant to the provisions of this section.

Improvement means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

- (c) *Historic preservation/~~housing rehabilitation loan~~ commission composition.* A historic preservation/~~housing rehabilitation~~ commission is hereby created, consisting of seven voting members. Of the membership, if available in the community, one shall be a registered architect; one shall be a historian; one shall be a licensed real estate broker; one shall be an alderperson; and three shall be citizen members with various backgrounds in areas such as finance, housing, construction and low-to-moderate income programs. The mayor shall appoint the commissioners subject to confirmation by the city council. Of the initial members so appointed, the alderperson and one other member shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years, so as to stagger the terms. Thereafter, with the exception of the alderperson member whose term shall be one year, the term of each member shall be three years.
- (d) *Historic structure, historic site and historic district designation criteria.*
- (1) For the purposes of this section, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the city such as historic structures, sites, or districts which:
 - a. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community;
 - b. Are identified with historic personages or with important events in

- national, state or local history;
- c. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship;
 - d. Are representative of the notable work of a master builder, designer or architect who influenced their age; or
 - e. Have yielded, or may be likely to yield, information important to prehistory or history.
- (2) The commission may adopt specific operating guidelines for historic structure, historic site and historic district designation providing such are in conformance with the provisions of this section.
- (e) *Powers and duties. Designation.* The commission shall have the power subject to subsection (f) of this section, to designation historic structures and historic sites and to recommend designation of historic districts within the city limits. Such designations shall be made based on subsection (d) of this section. Historic districts shall be approved by the city council. Once designated, such historic structures, sites and districts shall be subject to all the provisions of this section.
- (f) *Regulation of construction, reconstruction, alteration, and demolition.*
- (1) No owner or person in charge of a historic structure, historic site or structure within a historic district shall be issued a permit to reconstruct, alter or demolish all or any part of the exterior of such property or to construct any exterior improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a certificate of appropriateness has been granted by the commission. Also, unless such certificate has been granted by the commission, the building inspector shall not issue a permit for any such work.
 - (2) Upon filing of any application for a certificate of appropriateness with the historic preservation commission, the commission shall approve the application unless:
 - a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvements or site upon which said work is to be done;
 - b. In the case of the construction of a new improvement upon a historic site, or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;
 - c. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this section and to the objectives and design criteria of the historic preservation plan for said district;
 - d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state;

- e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.
- (3) If the commission determines that the application for a certificate of appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the certificate of appropriateness. The commission shall make this decision within 45 days of the filing of the application.
- (4) The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the city. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the certificate of appropriateness required for the proposed work.
- (5) Ordinary maintenance and repairs may be undertaken without a certificate of appropriateness, provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and, provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.
- (g) *Appeals.* Should the commission fail to issue a certificate of appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the city council within 30 days. In addition, if the commission fails to issue a certificate of appropriateness, the commission shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a certificate of appropriateness within the guidelines of this section.
- (h) *Recognition of historic structures, sites and districts.* At such time as a historic structure, site or district has been properly designated, the commission, in cooperation with the property owner may cause to be prepared and erected on such property at city expense, a suitable plaque declaring that such property is a historic structure, site or district.
- ~~(i) *Housing rehabilitation loan program.* The commission shall have final policy-making and loan approval authority for the city's housing rehabilitation loan program.~~
- (j) *Procedures.*
- (1) *Designation of historic structures and historic sites.*
- a. The commission may, after notice and public hearing, designate of historic structures and historic sites or rescind such designation or recommendation, after application of the criteria in subsection (d) of this section. At least ten days prior to such hearing, the commission shall notify the owners of record, as listed in the city office assessor, who are owners of property in whole or in part situated adjacent to the boundaries of the property affected.
 - b. The commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall

have the power to subpoena such witnesses and records as it deems necessary. The commission may conduct an independent investigation into the proposed designation or rescission. Within ten days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site or rescind the designation. After the designation or rescission has been made, notification shall be sent to the property owner or owners. Notification shall also be given to the city clerk, building inspector, plan commission and city assessor. The commission shall cause the designation or rescission to be recorded, at the city's expense, in the county register of deeds office.

(2) *Creation of historic district.* For preservation purposes, the commission shall select geographically defined areas within the city to be designated as Historic Districts and shall, with the assistance of the city department of community development, prepare a historic preservation plan for each area. A Historic District may be designated for any geographic area of particular historic, architectural or cultural significance to the city, after the application of the criteria in subsection (d) of this section. Each historic preservation plan prepared for or by the commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

(3) *Review and adoption procedure.*

a. *Historic preservation/housing rehabilitation loan commission.* The commission shall hold a public hearing when considering the plan for a historic district. Notice of the time, place and purpose of such hearing shall be given by publication as a Class 1 notice under state statute in the official city paper. Notice of the time, place and purpose of the public hearing shall also be sent by the city clerk to the alderperson of the alderpersonic district in which the Historic District is located, and the owners of record, as listed in the city office assessor, who are owners of the property within the proposed Historic District or are situated in whole or in part adjacent to the boundaries of the proposed Historic District. Said notice is to be sent at least ten days prior to the date of the public hearing. Following the public hearing, the commission shall vote to recommend, reject or withhold action on the plan.

b. *The city council.* The city council, upon receipt of the recommendations from the commission shall hold a public hearing, notice to be given as notice in subsection (f)(2)b.1 of this section, and shall following the public hearing either designate or reject the historic district. Designation of the historic district shall constitute adoption of the plan prepared for that district and direct the implementation of said plan.

c. *Interim control.* No building permit shall be issued by the building inspector for alteration, construction, demolition, or removal of a

nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the commission at which a nomination form is first presented until the final disposition of the nomination by the commission or the city council unless such alteration, removal or demolition is authorized by formal resolution of the city council as necessary for public health, welfare or safety. In no event shall the delay be for more than 180 days.

- d. *Penalties for violations.* Any person or persons violating any provision of this section shall be fined \$50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the building inspector.
- e. *Separability.* If any provision of this section or the application thereof to any person or circumstances is held invalid, the remainder of this section and the application of such provisions to other persons or circumstances shall not be affected thereby.

(Ord. of 2-7-2020, § 15.915)

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 take effect after its passage and publication according to law, and as of April 15, 2025.

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. 113-24-25**

BY TRANSIT COMMISSION.

FEBRUARY 17, 2025.

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

**CITY OF SHEBOYGAN
RESOLUTION 151-24-25**

BY ALDERPERSONS DEKKER, RUST, AND MITCHELL.

JANUARY 20, 2025.

A RESOLUTION authorizing the appropriate City officials to execute the Contract for Professional Services Between the Bay-Lake Regional Planning commission and the City of Sheboygan, Shoreline Metro regarding preparation of a 2026-2030 Transit Development Program (TDP) Update.

RESOLVED: That the Parking and Transit Director is authorized to execute the Contract for Professional Services, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
THE BAY-LAKE REGIONAL PLANNING COMMISSION
AND
THE CITY OF SHEBOYGAN, SHORELINE METRO
(Transit Development Plan Update for Shoreline Metro)**

THIS AGREEMENT (the “contract”) is entered into as of the ____ day of _____, 2025 (the “Effective Date”), by and between the Shoreline Metro and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WHEREAS, City of Sheboygan is a member of the Bay-Lake Regional Planning Commission; and

WHEREAS, Shoreline Metro has requested the Commission to provide services for the Shoreline Metro Transit Development Plan Update; and

WHEREAS, The Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

- I. Engagement of Commission. Shoreline Metro hereby agrees to engage the Commission, and the Commission hereby agrees to perform the services hereinafter set forth.
- II. Scope of Work to be Undertaken by the Commission. The Commission will provide a variety of planning and grant-related services, as needed and verbally requested by Shoreline Metro. The Commission will provide the services that are outlined in the Scope of Work (Attachment A).
- III. Assistance from Shoreline Metro.
 - A. Shoreline Metro will be responsible for complying with all terms and conditions and other requirements as outlined in agreement(s) between the Wisconsin Department of Transportation, Federal Transit Administration, and Shoreline Metro;
 - B. Host periodic meetings of the Transit Committee to review the progress of the project and provide feedback on the materials provided by the Commission.
 - C. Conduct boarding and alighting survey and provide the results to the Commission.
 - D. Provide any information related to the Scope of Work as requested by the Commission.
- IV. Personnel
 - A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of Shoreline Metro nor shall they have any contractual relationships with Shoreline Metro.
 - B. All of the services will be performed by the Commission or under the supervision of its personnel.
 - C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of Shoreline Metro.
- V. Time of Performance. This contract will be in effect beginning February 1, 2025, through March 31, 2026, and may be extended upon the mutual agreement of the Commission and Shoreline Metro.
- VI. Fee for Services. Services will be performed on a time and expense basis with an upset limit of **\$49,371**. Once the upset limit has been reached, an extension to this contract can be executed by either party based on a mutually agreed upon revised fee, scope of services, and time of performance.
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, Shoreline Metro will reimburse the Commission bi-monthly, after receiving an invoice from the Commission.
- VIII. Termination for Convenience of Shoreline Metro. If through any cause, barring an act of God, the Commission fails to fulfill the obligations under this contract, or if the Commission violates any of the covenants, agreements, or stipulations of this contract, Shoreline Metro has the right to terminate this contract giving 30-day written notice to the Commission.

If the agreement is terminated by Shoreline Metro as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the project prepared by the Commission will, at the option of Shoreline Metro, be made available to it.

- IX. Changes. Shoreline Metro or the Commission may, from time to time, request changes to this agreement. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between Shoreline Metro and the Commission, will be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.
- A. In accordance with Section 16.765 of the Wisconsin Statutes, the Commission agrees to the following provisions:
- In performing work under this Contract, the Commission shall not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin.
- This commitment applies, but is not limited, to the following areas: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Commission also agrees to take affirmative action to ensure equal employment opportunities. Furthermore, the Commission shall post, in conspicuous locations accessible to employees and job applicants, notices provided by the Commission outlining the provisions of the nondiscrimination clause.
- The Commission shall provide a copy of its Affirmative Action Plan to Shoreline Metro, if requested.
- B. Section 109 of the Housing and Community Development Act of 1974, Title I, as amended. prohibits discrimination on the basis of race, color, national origin, disability, age, religion, and sex within Community Development Block Grant (CDBG) programs or activities.
- C. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability. It provides that no otherwise qualified individual with a disability shall, solely by reason of their disability, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance, including employment.
- D. Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age. It provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
- E. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the grounds of race, color, or national origin. It states that no person in the United States shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
- XI. Interest of Local Officials and Others. No officer, member or employee of Shoreline Metro or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of Shoreline Metro or other public official of the governmental unit within Shoreline Metro have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Shoreline Metro thereto; provided, however, that claims for money due to the Commission from Shoreline Metro under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Shoreline Metro.
- XIII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.
- XIV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

IN WITNESS WHEREOF, Shoreline Metro and the Commission have executed this Agreement as of the date first above written.

Attesting Witness:

Shoreline Metro

Derek Muench
Director of Shoreline Metro

Date

Name
Title

Date

Bay-Lake Regional Planning Commission

Brandon Robinson
Executive Director

Date

Heena Bhatt
Principal Transportation Planner

Date

ATTACHMENT A

SCOPE OF SERVICES AND COST ESTIMATE FOR:
2026 - 2030 Transit Development Program (TDP) Update

Shoreline Metro
Sheboygan, Wisconsin

January, 2025

Bay-Lake Regional Planning Commission
1861 Nimitz Drive
De Pere, 54115
(920) 448-2820

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I. INTRODUCTION

Public transit services have been provided for decades in Sheboygan. Similar to several other communities, the City of Sheboygan had to assume operation of the public transportation system when that system was no longer profitable for a private operator in the early 1970s. The City of Sheboygan has continued to operate Shoreline Metro (formerly known as the Sheboygan Transit System) as a service to the community and area.

Improvements to service are always necessary to keep a transit operation useful to its riders and to the larger public. In addition, with the increased scrutiny of transit funding at all levels of government, and increased public demands for improved transit services and for coordination of transportation services, it is appropriate to develop a short-range plan for public transportation services in the community and area.

The Bay-Lake Regional Planning Commission proposes completion of a TDP for Shoreline Metro to cover the period from 2026 through 2030. The plan would be initiated in February 2025 and would be completed in February 2026. The area considered in this study would consist of the Cities of Sheboygan and Sheboygan Falls and Village of Kohler, located within the Sheboygan Urbanized Area in Wisconsin. The Commission completed the last TDP for Shoreline Metro (covering 2021 through 2025) in 2021.

The TDP planning process would permit careful consideration of factors expected to impact transit services (including the need for such services) over the period covered by the TDP, as well as the development of a strategy to optimize the use of capital and operational funding to meet the needs of the service area. The TDP would involve careful consideration of the appropriate future direction for public transportation services in the Sheboygan area, as well as the appropriate manner in which such services should be provided.

II. OBJECTIVES

The Bay-Lake Regional Planning Commission has the experience and knowledge to help Shoreline Metro to develop a TDP update and to identify specific solutions to the transit operation's most pressing issues. The Commission has specified the following objectives in preparing the TDP update:

- To work with the plan review committee, transit staff, transit commission, common councils and village boards of the communities in the service area, and with the public of the service area to establish overall policies to guide the development of Shoreline Metro over a five-year period.
- To encourage and foster citizen participation throughout the TDP planning process.
- To determine how Shoreline Metro compared to peer transit operations in terms of various performance measures.
- To determine the most productive and least productive routes and route segments of Shoreline Metro System.
- To determine the most appropriate type(s) of transit service (fixed-route, demand response, shared-ride taxis, route deviation, or a combination of these), for the many individual transit markets in the Sheboygan area.
- To evaluate current routing for sufficient time on trips so operators rarely run late making trips, and so that there is minimal overlap of routes as well as increased spacing between the routes.
- To determine appropriate additions and deletions to transit service, particularly with consideration of added service into such areas as the Town of Sheboygan and south of City of Sheboygan.
- To examine passenger opinion concerning Shoreline Metro.
- To determine the appropriate fare policies that should be implemented by Shoreline Metro.
- To determine which capital projects should be pursued to achieve transit goals, with an emphasis on revenue vehicles.
- To determine how transit can be used to achieve mobility and land use goals.
- To determine how changing demographics and land use patterns can best be accommodated by Shoreline Metro.
- To recommend land use policies that should be established to facilitate public transportation service.
- To determine appropriate federal, state, local and user funding levels for transit services.

- To recommend how Shoreline Metro should market itself over the next several years.
- To recommend methods that Shoreline Metro should utilize to internally monitor its performance.
- To determine the appropriate implementation sequence for recommendations made in the TDP.

III. COMMISSION'S APPROACH TO THE PROJECT

Through a contract agreement between the Commission and the City of Sheboygan, the Bay-Lake Regional Planning Commission will prepare a TDP update for Shoreline Metro as outlined in the following sections and develop specific recommendations pertinent to route and fare structure, hours and frequency of service, financial planning, capital improvements, marketing, performance monitoring, land use and other transit operational matters.

The Bay-Lake Regional Planning Commission transportation planning staff will meet with a review committee recommended by Shoreline Metro staff and appointed by its governing board periodically as TDP components are in the process of being developed and once these components are completed. The Bay-Lake Regional Planning Commission transportation planning staff will revise TDP components as directed by the review committee. Bay-Lake Regional Planning Commission transportation planning staff will also meet periodically with the governing board of the transit operation to present updates on the TDP as well as at the point of adoption.

The following narrative describes the work to be completed by the Bay-Lake Regional Planning Commission based upon the TDP outline shown in Section VII of this proposal:

Transit System Overview Element:

This element will describe the existing state of the Shoreline Metro Transit System. Key components of this element include descriptions of the history of transit service in the Sheboygan area, organization and management of the transit system, service characteristics, the vehicle fleet, and of other facilities operated by the transit system. Additional components discussed under this element include the current fare structure as well as systemwide ridership trends. Funding sources over the most recent four-year period will be analyzed, and an analysis of expenses by category will also be provided as part of this element. Finally, this element will provide a description of other transit and/or paratransit providers serving the Sheboygan area.

Goals And Objectives Element:

This element will involve the development and refinement of a mission statement, a small number of goals, various objectives to support each goal in the planning and operation of the Shoreline Metro Transit System. A nominal group exercise with the TDP review committee will be used to initiate this element. One or more meetings of the TDP review committee will then be needed to review the draft goals and objectives. A public informational/input meeting will be conducted during the planning process to present the draft goals and objectives, and the public will have an opportunity to comment before this element is finalized by the TDP review committee.

Existing Service Review:

This element will utilize socioeconomic data to develop a community demographics profile and understand the major potential trip generators, land use patterns, and motor vehicle travel patterns. Maps, charts and tables will be used to describe the following items and better understand the major trip generator block groups. Following is some of the items that this element will include:

- Population density
- Employment density
- Elderly and disabled population density
- Percentage of minority population
- Percentage of low-income population

- Percentage of zero vehicle household and single vehicle households

In addition to these items, the element will also contain data of the weekday and weekend transit routes and the boarding and alighting information from the transit stops.

Peer Performance Analysis:

This element will involve selection of five to six peer transit operations in Wisconsin and the Midwest in which various transit performance measures can be compared. The peer operations will involve similar population sizes where possible. Productivity measures to be compared will include passengers per hour; passengers per mile; cost per revenue hour; and cost per passenger trip.

This element will also involve the development of a cost allocation model. This cost allocation model will be utilized to evaluate the productivity of the various routes of Shoreline Metro Transit in the most recently completed calendar year. The productivity measures in the route-level analysis will include passengers per mile; passengers per hour; and cost per passenger. A detailed route-level productivity analysis will be conducted for weekdays, while a more generalized and qualitative route-level productivity analysis will be conducted for Saturdays.

Ridership Opinion Element:

This element will analyze ridership opinion concerning elements of Shoreline Metro Transit's service and will also be a rich source of demographic information concerning the ridership. Bay-Lake Regional Planning Commission staff will analyze the survey results collected, draft a summary of the findings as part of this element, and present the findings to the review committee for its discussion.

If desired (and for an additional cost), the Bay-Lake Regional Planning Commission can also contract with a professional survey center based in Northeastern Wisconsin to administer a community opinion survey concerning Shoreline Metro Transit System using a statistically valid random sample of residents in the service area. This survey would be more extensive than the ridership opinion survey but would be conducted by telephone. Again, both opinion questions and demographic questions would be asked on this survey. The professional survey center and Bay-Lake Regional Planning Commission staff would jointly analyze the survey results collected. Bay-Lake Regional Planning Commission staff would draft a summary of the findings as part of this element and would present the findings to the review committee for its discussion.

A comparison of survey findings would be another component of this element. Demographic characteristics would be compared between the passenger opinion survey (and community opinion survey, if conducted) and 2020 Census and/or American Community Survey (ACS) data for the service area. Demographic characteristics will also be compared between these survey efforts and past similar survey efforts when permitted by similarly worded questions. Comparisons of the opinions of riders and non-riders will also be discussed as part of this analysis.

Route Ridership Patterns Element:

This element will analyze route ridership patterns of the transit system. A boarding and alighting survey will be conducted as part of this analysis. Components discussed as part of this element will include total daily boarding and alighting; maximum loads by route and departure time; peak and off-peak boarding and alighting comparison; route-level boarding and alighting profiles; an analysis of low demand segments for individual routes.

Public Engagement:

The first public informational/input meeting will be held once much of the background data have been collected and analyzed (transit system overview, community profile, ridership and community opinion, route ridership patterns and transit system performance). This meeting will be held at a location easily accessible to transit services and to the disabled. At about the same time as the first public informational/input meeting, focus groups will be held with drivers to obtain their input on routing and various other transit operational issues.

A second series of public informational/input meetings will be held once the alternatives analysis has been completed and a draft recommended plan chapter has been written. The first meeting will be held at a senior citizens' center within the transit service area, while one or two other meetings will be held at another location easily accessible to transit services and to the disabled.

One or two public hearing sessions will be held about a month prior to adoption of the TDP at a location easily accessible to transit services and to the disabled. Written and oral comments will be accepted at all public informational meetings and public hearings.

Alternatives Analysis Element:

This element could take two to three months to complete, depending upon the number of alternatives the review committee wants Bay-Lake Regional Planning Commission staff to examine. Commission staff will examine alternatives (and variations thereof) and present them to the review committee for its consideration until the analysis of all requested alternatives has been exhausted. Parameters to be considered in the examination of the alternatives include area served (in square miles), route miles, service hours, ridership, cost per passenger, cost per mile, cost per hour, passengers per mile, passengers per hour and farebox revenue per passenger.

Financial parameters will also be examined under each alternative. All parameters examined under each alternative will be for a single base year. Later in this process, the alternatives will be reduced to a "short list" of "second tier alternatives." The last part of this element will involve convening a meeting of the review committee to prioritize the second-tier alternatives in an effort to develop a single preferred alternative. It is possible that the preferred alternative may be a combination of two or more of the second-tier alternative transit configurations. This will lead to development to the final plan element, the recommended plan.

Recommended Plan Element:

This element will be drafted once the review committee has recommended a preferred alternative. This element will present recommended service changes, both in terms of general service (including route specific recommendations) as well as in terms of ADA paratransit service. A map will depict the recommended route structure.

A financial plan will be developed for the preferred alternative that covers a six- or seven-year period beginning with the year of plan adoption. Expenses examined under the proposed financial plan will be divided into three components: fixed-route operations, administration, and ADA paratransit service. Revenues examined under the proposed financial plan will include various federal and state funding sources, local funding sources, farebox revenues and other revenues.

A fare policy will be established as part of this element. Various capital improvements will also be recommended as part of this element; special emphasis will be placed on replacement of revenue vehicles. Other components of this plan element will include marketing recommendations, specific recommendations concerning monitoring the performance of the transit operation, land use planning recommendations, and contingency measures to be taken in the event that certain types of funding

are not available to implement the recommended plan. This element will conclude with a year-by-year implementation strategy for the TDP.

IV. DELIVERABLE PRODUCTS

During the course of and at the completion of the planning process, the following products will be delivered:

1. Twelve (12) copies of the full draft TDP will be printed for review committee and transit governing board purposes. Digital copies will also be made available for distribution upon request.
2. Twelve (12) paper copies of the final (adopted) TDP, some of which will be submitted to agencies, municipalities and libraries, with the remaining copies made available to Shoreline Metro Transit System. In addition, one (1) electronic copy of the final TDP will be made available in Adobe PDF and Microsoft Word formats. The Bay-Lake Regional Planning Commission will provide additional copies of the TDP at the cost of reproduction (cost based on page count of the document).
3. It is recommended that at least two public informational/input meetings be held during the planning process, along with at least one public hearing session to be held approximately one month in advance of TDP adoption. In addition, 7 or 8 meetings of the TDP review committee are recommended. All TDP review committee meetings will be open to the public, and the Bay-Lake Regional Planning Commission will publish Agenda of all meetings and hearings pertinent to TDP completion.

v. PROJECT TIME FRAME

Proposed Project Time Frame	
2026-2030 Shoreline Metro Transit Development Program (TDP) Update	
Activity	Timeline
Contract Signed - Initiate Plan	February, 2025
Present Transit System Overview	April-May, 2025
Present Community Profile and Transit System Performance	April-May, 2025
Conduct Boarding and Alighting Survey	June - July, 2025
Present Ridership Opinion	July, 2025
Present Route Ridership Patterns	July, 2025
Develop Goals, Objectives and Standards	July, 2025
Hold First Public Informational/Input Meeting	August, 2025
Drivers' Focus Group Session(s)	August, 2025
Refine Goals, Objectives and Standards	September, 2025
Present Alternatives Analysis*	October, 2025
Eliminate Alternatives/Develop "Preferred Alternative"	October, 2025
Present Draft Recommended Plan	November, 2025
Hold Second Series of Public Informational/Input Meetings	November, 2025
Refine Recommended Plan	December, 2025
Assemble Full Final Draft of TDP	December, 2025
Public Hearing(s) on TDP	January, 2026
Review Committee Approval of TDP	February, 2026
Governing Board Adoption of TDP	March-April 2026
*Alternatives analysis may occur over multiple meetings of the review committee.	

VI. PROJECT COST ESTIMATE

The following cost estimate has been prepared for the various components of the TDP Update. These estimates are based upon the Bay-Lake Regional Planning Commission's previous experience in developing the Maritime Metro and Shoreline Metro (Sheboygan) TDPs. A professional transportation planner, planning assistant, and Geographic Information System (GIS) mapping staff are assumed to work on this project.

Estimated Costs	
2026-2030 Shoreline Metro Transit Development Program (TDP) Update	
Project Component	Estimated Cost
1. Transit System Overview	\$3,468
2. Community Profile	\$4,226
3. Ridership Profile and Opinion	\$1,600
4. Route Ridership Patterns	\$5,556
5. Transit System Performance	\$3,746
6. Goals, Objectives and Standards	\$1,238
7. Alternatives Analysis	\$5,428
8. Recommended Plan	\$5,428
9. Appendix	\$2,430
11. Final Plan	\$3,352
10. Public Participation Activities (Public Informational / Input Meetings, Focus Groups and Public Hearings)	\$7,650
11. Administration	\$3,466
12. Non-Personnel Costs (Printing, Postage, Meeting Travel)	\$1,782
TOTAL	\$49,371

VII. TDP OUTLINE

The following is a detailed outline of the proposed components within the TDP Update. This outline is subject to amendment by Shoreline Metro staff or by members of the TDP review committee at any time during the planning process, or as conditions warrant. The most current data available at the time chapters are developed will be used in completing the TDP Update.

STUDY OUTLINE
TRANSIT DEVELOPMENT PROGRAM (TDP) UPDATE
SHORELINE METRO
2026-2030

I. INTRODUCTION

- A. Study Purpose**
- B. Transit System Overview**
- C. Goals and Objectives**

II. EXISTING CONDITIONS AND NEEDS ASSESSMENT

- A. Existing Service Review**
- B. Transit Needs Assessment**
- C. Peer Performance Analysis**

III. PUBLIC ENGAGEMENT

- A. Public Engagement Overview**
- B. On Board Ridership Survey**
- C. Community Engagement**
- D. Committee meetings**
- E. Survey Results Comparison**

IV. ALTERNATIVES ANALYSIS

- A. Introduction**
- B. Short Term Scenario**
- C. Long Term Scenario**

V. RECOMMENDED PLAN

Recommended Service Changes, Financial Plan, Fare Policy, Capital Improvements, Marketing Recommendations, Other Recommendations, Implementation Strategy



Bay-Lake Regional Planning Commission

Heena Bhatt, Transportation Planner

hbhatt@baylakerpc.org

1861 Nimitz Drive

De Pere, WI 54115

920-448-2820

www.baylakerpc.org

**CITY OF SHEBOYGAN
R. O. 115-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 17, 2025.

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

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 37-24-25**

BY ALDERPERSON BELANGER.

FEBRUARY 3, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification.

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

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification:

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

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

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

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

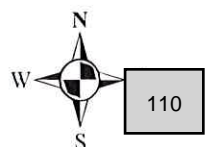
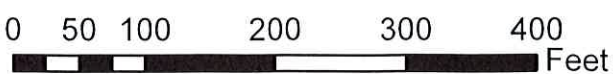
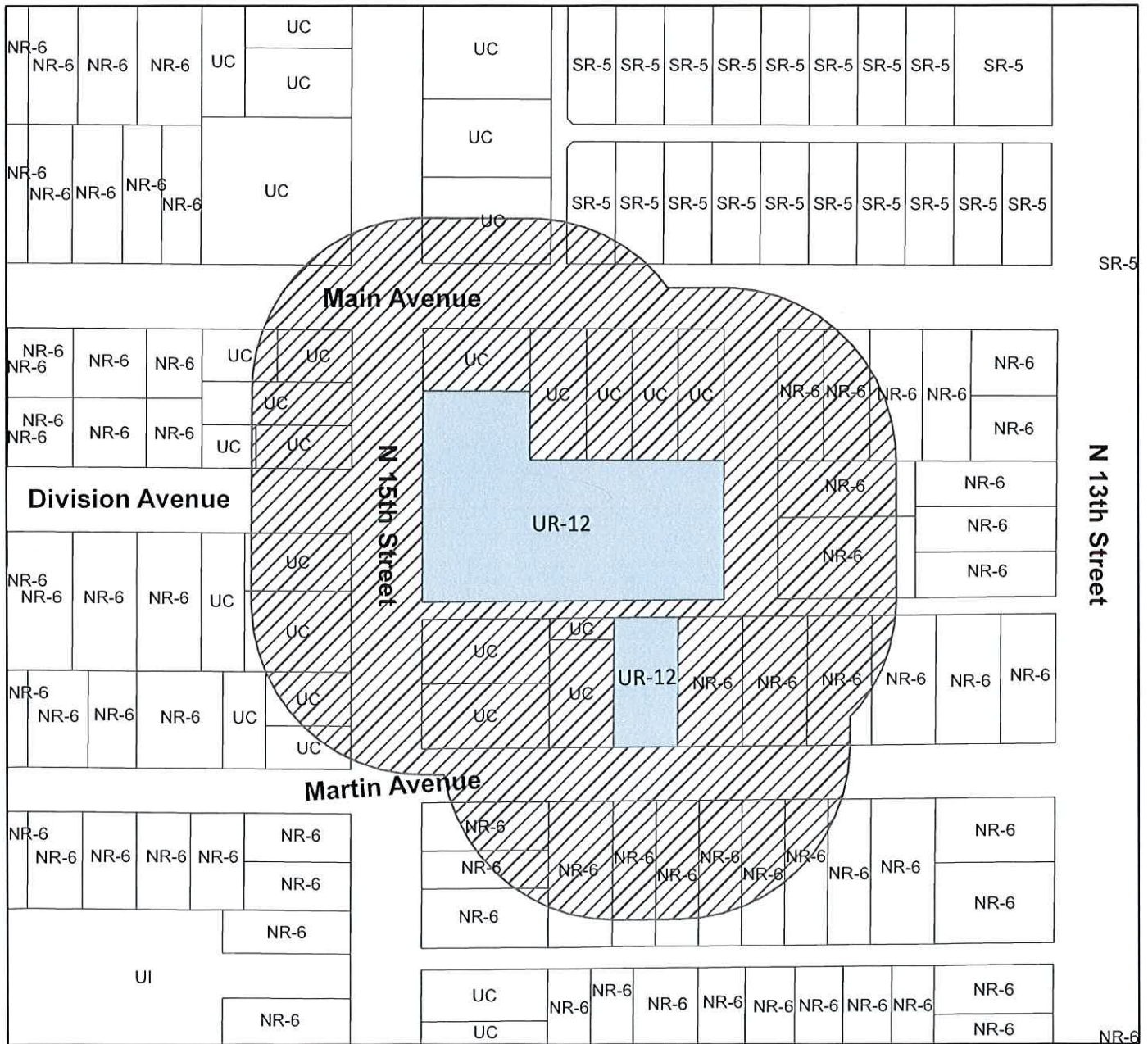
Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

PROPOSED REZONE FROM URBAN RESIDENTIAL (UR-12) TO URBAN RESIDENTIAL (UR-12) PUD OVERLAY

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

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



**CITY OF SHEBOYGAN
R. O. 106-24-25**

BY CITY CLERK

FEBRUARY 3, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification.

OFFICE USE ONLY	Item 26.
APPLICATION NO.: _____	
RECEIPT NO.: _____	
FILING FEE: \$200.00 (Payable to City of Sheboygan)	

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 105.996)
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: City of Sheboygan PHONE NO.: (920)459-3383
 ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov
 OWNER OF SITE: Redevelopment Authority of Sheb. PHONE NO: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel #s 59281718350 & 59281712930
 LEGAL DESCRIPTION: Edwin Schaezters Subd LOTS 6-7-8-9-10-11 & 12 BLK 3 & Lutz Division LOT 9 BLK 1
 PARCEL NO. See above MAP NO. _____
EXISTING ZONING DISTRICT CLASSIFICATION: Urban Residential (UR-12)
PROPOSED ZONING DISTRICT CLASSIFICATION: UR-12 with PUD overlay
 BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former JakumHall property that the City purchased in 2022 and demolished for redevelopment.
 BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Affordable Housing redevelopment site.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands or

floodplains on the subject property.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
 - A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
 - Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 - Explain: The City purchased the property with American Rescue Plan Act dollars because the previous improvements had been vacant and blighted for a number of years. ARPA requires the property to be redeveloped as affordable housing. The City plans to find a developer interested in developing affordable housing at this site.
-

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The surrounding land uses are a combination of commercial and residential. The zoning change will allow for the site to be redeveloped into a residential use appropriate for affordable housing opportunities not currently in the neighborhood.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed redevelopment will assist with meeting the number of units for new affordable multi-family per the City's 2021 Affordable Housing Market Study and redevelop a site that previously housed a vacant/blighted structure.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

12/11/24

DATE



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.

**CITY OF SHEBOYGAN
R. O. 114-24-25**

BY CITY CLERK

FEBRUARY 17, 2025.

Submitting a claim from Teresa Kay McAlpine for alleged damage to vehicle that was struck by a Sheboygan Metro Bus.

DATE RECEIVED 2/6/2025

RECEIVED BY MXC

CLAIM NO. 17-24

Item 27.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: TERESA KAY MCALPINE

2. Home address of Claimant: N2985 RIVER RIDGE RD, WALDO, WI 53093

3. Home phone number: (262) 894-0259

4. Business address and phone number of Claimant: 1407 N 8TH ST, STE 204, SHEBOYGAN, WI 53081 (920) 208-5696

5. When did damage or injury occur? (date, time of day) FRIDAY, DECEMBER 15, 2023 12:44PM

6. Where did damage or injury occur? (give full description) INTERSECTION OF 20TH STREET AT SAEMANN AVENUE, SHEBOYGAN, WI IN FRONT OF BEATIES BEAUTY SALON ON EAST SIDE OF 20TH STREET SOUTH OF SAEMANN AVE, 1725 N 20TH ST, SHEBOYGAN, WI 53081

7. How did damage or injury occur? (give full description) _____

SHORELINE METRO TRANSIT BUS WAS ATTEMPTING TO PARK AT AN ANGLE IN THE INTERSECTION AND TURNED TOO SHARPLY INTO MY VEHICLE WHICH WAS LEGALLY PARKED ON THE ROAD.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: JODI LEE DETROYE

(b) Claimant's statement of the basis of such liability: MS DETROYE STATED THAT THE PARKED VEHICLE WAS NOT SEEN WHEN SHE WAS PARKING THE BUS

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

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at the time. (If there were no injuries, state "NO INJURIES").

Item 27.

NO PERSONAL INJURIES, ONLY DAMAGE TO THE VEHICLE PROPERTY

11. Name and address of any other person injured:

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 3185.72

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ \$742.68

TOTAL \$ 3928.40

ADDITIONAL EXPENSE FOR 14 DAY RENTAL VEHICLE OF EQUIVALENT SIZE, CAPACITY AND ALL WHEEL DRIVE FUNCTION WHILE MY VEHICLE IS BEING REPAIRED PER ESTIMATE/QUOTE.

Damaged vehicle (if applicable)

Make: TOYOTA Model: RAV4 Year: 2018 Mileage: 105,083

Names and addresses of witnesses, doctors and hospitals:

WITNESSES OF SCENE INCLUDE:
 BRUCE FELTEN, MANAGER OF SHORELINE METRO AND CHERYL ESCHER, STYLIST AT BEATIES BEAUTY SALON AS WELL AS THE OFFICERS AND POLICE SUPERVISOR WHO WERE AT THE SCENE AND INCLUDED IN THE CRASH REPORT

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

SEE ATTACHED DIAGRAMS AND PHOTOS IN THE POLICE REPORT C2322918 BY OFFICER J. TOTH

SIGNATURE OF CLAIMANT *Alon K. Meiri* DATE 02/04/2025
 BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Teresa McAlpine

Auto \$ 3185.72

Claimant's Address: N2985 RiverRidge Rd
Waldo WI 53093

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. 262-894-0259

Other (Specify below) \$ 742.68

TOTAL \$ 3928.40

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 3928.40.

SIGNED Teresa McAlpine

DATE: 02/04/2025

ADDRESS: N2985 RiverRidge Rd Waldo WI 53093

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS .

MAIL TO: CLERK'S OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

Item 27.

Rental Details

Dates & Times

Edit

Mon, Feb 24, 2025 @ 12:00 PM

Mon, Mar 10, 2025 @ 12:00 PM

Pick-up & Return Location

Edit

Sheboygan

3060 S Business Dr

Sheboygan, WI 53081

Additional Details

Edit

Renter Age: 25+

Corporate Account Number or Promotional Code: -

Vehicle Details

Standard Crossover AWD

Ford Explorer AWD or similar

Automatic



Vehicle

Edit

Time & Distance 2 Week(s) @ \$ 329.61 / week \$ 659.22*

Unlimited Mileage

Included

Extras

Add

-

Taxes and Fees

\$ 83.46*

Estimated Total

\$742.68*

*Rates, taxes and fees do not reflect rates, taxes and fees applicable to non-included optional coverages or extras added later. Pay Later charges will be in your destination's local currency.

G7L0FJ55T5
C23-22198

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0FJ55T5

Document Number Override		Primary Crash Document#		Agency Crash Number		Investigating Officer/Deputy OFFICER J. TOTH	
Crash Date 12/15/2023		Crash Time 12:44 PM		Date Arrived 12/15/2023		Time Arrived 01:03 PM	
Date Notified 12/15/2023		Time Notified 12:44 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

Diagram		Reconstruction By	
		Photos By 103	
		Additional Information NONE, PHOTOS	
		<input checked="" type="checkbox"/> I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.	

UNIT 1 WAS TRAVELING NORTHBOUND ON N. 20TH ST. COMING TO THE INTERSECTION OF SAEMANN AVE. UNIT 2 WAS LEGALLY PARKED ON THE ROADWAY ON THE 1700 BLOCK OF N. 20TH ST. AS UNIT WAS COMING TO THE INTERSECTION, UNIT 1 WAS GOING TO PARK AT THE CORNER TO PICK UP A PASSENGER AT THE BUS STOP. AS UNIT 1 CAME TO THE CORNER, THE REAR SIDE OF THE BUS CAME IN CONTACT WITH UNIT 2'S FRONT DRIVER'S SIDE CORNER.

G7L0FJ55T5
C23-22198

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

INTERSECTION ON N 20TH ST AT SAEMANN AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.764293128	Longitude -87.732648945
	X Coordinate 441028.40625	Y Coordinate 4845954.5
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event PARKED MOTOR VEHICLE	First Harmful Event Location ON ROADWAY	
Manner of Collision 01 - ANGLE	Light Condition DAYLIGHT	
Road Surface Condition(s) DRY	Roadway Factor(s) NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION	Intersection Type OTHER

Unit Summary

UNIT 01	Unit Status IN TRANSIT	Vehicle Operating As Classification B CLASS	Unit Type BUS		
	Vehicle Type PASSENGER BUS/TRANSIT BUS	Operating As Endorsements			
	Total Occs 1	Train/Bus # Recorded 1	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE	Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED	Traffic Control STOP SIGN		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)	Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO				

UNIT 01 VEHICLE	Vehicle			
	License Plate Number C24479	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FD4E4FN1RDD22587	Make FRRV	Year 2024	Model BUS
	Color WHI - WHITE	Body Style BU - BUS		Bus Use TRANSIT/COMMUTER
	Initial Contact Point 04 - RIGHT SIDE REAR	Vehicle Damage 04 - RIGHT SIDE REAR		
Extent Of Damage MINOR DAMAGE				



G7L0FJ55T5
C23-22198

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By	
	What Driver Was Doing PARK MANEUVER		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions LOOKED BUT DID NOT SEE			
01	01	Owner Name CITY OF SHEBOYGAN (920) 459-3285		Owner Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US
Sequence Of Events				
01	01	Event PARKED MOTOR VEHICLE		
02	02	Event		
03	03	Event		
04	04	Event		
UNIT	Policy Holder			
	Insurance Company TRANSIT-MUTUAL-INS-CORP-OF-WISCONSIN		Government CITY OF SHEBOYGAN	
UNIT INDIVIDUAL	Individual			
	Driver JODI LEE DETROYE (920) 449-8163		Citations Issued 0	Sex FEMALE
	Date of Birth 12/08/1975		Race WHITE	
	Address 239 BISHOP AVE PLYMOUTH, WI 53073 , US		Driver License Number D3604327594808 STATE: WISCONSIN COUNTRY: UNITED STATES	
UNIT 001	Safety Equipment		On Duty Crash	
	Row 01 - FRONT ROW		Seat Position 07 - LEFT	
	Helmet Use		Safety Equipment SHOULDER & LAP BELT	
	Eye Protection		Helmet Compliance	
	Injury NO APPARENT INJURY		Airbag NON DEPLOYED	
	Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICABLE	
	Trapped/Extricated NOT TRAPPED		Medical Transport NOT TRANSPORTED	
EMS Agency Identifier		EMS Run #		
Hospital		Date of Death		
Time of Death		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		
Distracted By Action OTHER ACTION (LOOKING AWAY FROM TASK ETC)				

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C23-22198

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT INDIVIDUAL 01 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other			To/From School	
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results	
	Drug Type				
	Individual Condition APPEARED NORMAL				

Unit Summary

UNIT 02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type PASSENGER CAR				Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control STOP SIGN		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

UNIT VEHICLE 02 02	Vehicle				
	License Plate Number 8BY0ND		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 2T3DFREV1JW775154		Make TOYOTA	Year 2018	Model RAV4
	Color GRY - GRAY		Body Style UT - SPORT UTILITY VEHICLE		Bus Use
	Initial Contact Point 11 - LEFT FRONT CORNER		Vehicle Damage		
	Extent Of Damage MINOR DAMAGE		11 - LEFT FRONT CORNER		
	Towed Due To Damage NOT TOWED		Vehicle Removed By		



G7L0FJ55T5
C23-22198

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT	VEHICLE	What Driver Was Doing LEGALLY PARKED	Vehicle Factors
		Driver Prior Action Other	NOT APPLICABLE
		Driver Actions NO CONTRIBUTING ACTION	
		Owner Name TERESA KAY MC ALPINE (262) 894-0259	Owner Address N2985 RIVER RIDGE RD WALDO, WI 53093 , US
02	02	Sequence Of Events	
		01	Event MOTOR VEH IN TRANSPORT
		02	Event
		03	Event
		04	Event
UNIT	04	Policy Holder	
		Insurance Company STATE-FARM-GENERAL-INS-CO	Individual TERESA MC ALPINE

DEAN'S AUTO BODY, INC.

Workfile ID:
PartsShare:

2b3c8f7
7MHKWG

Item 27.



Deans Has the Means for All Your Collision Needs!
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494
FAX: (920) 457-6495

Preliminary Estimate

Customer: McAlpine, Theresa

Written By: Joe Black

Insured: McAlpine, Theresa
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
McAlpine, Theresa
N2985 River Ridge Rd
Waldo, WI 53093
(262) 894-0259 Cell

Inspection Location:
DEAN'S AUTO BODY, INC.
1407 N 29TH ST
SHEBOYGAN, WI 53081
Repair Facility
(920) 457-5494 Business

Insurance Company:

VEHICLE

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

VIN: 2T3DFREV1JW775154 Interior Color: Mileage In: 105,083 Vehicle Out:
License: 8BYOND Exterior Color: Decuma Grey Mileage Out:
State: WI Production Date: 3/2018 Condition: Good Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

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

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Heated Steering Wheel
Climate Control
Navigation System
Backup Camera
Parking Sensors
Surround View Camera
Intelligent Cruise
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
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection

Lane Departure Warning

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors
California Emissions

TRUCK

Power Trunk/Liftgate

Preliminary Estimate

Item 27.

Customer: McAlpine, Theresa

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H front bumper				2.6	
3	*	Rpr Bumper cover w/park sensors Canada built				<u>2.5</u>	2.6
		Note: CCC Guide to Estimating G36					
		. Any Component clear coated as a separate procedure is not included. If the bumper cover requires a different clear coat mix because of flex additives, a separate procedure is required. - MOTOR, DEG Inquiry 5321					
4		Add for Clear Coat					1.0
5	*	Rpr LT Molding extrn Canada built, w/body color gray				<u>0.5</u>	0.7
6		Add for Clear Coat					0.1
7	#	Clean & re-tape mldg(s)		1		0.3	
8	*	Rpr Lower panel w/pre crash				<u>0.5</u>	<u>0.3</u>
9	#	Add for Clear Coat		1			0.1
10	#	Refn Feather edge prime and block					0.5
		Note: CCC Guide to Estimating G34					
		PRIME & BLOCK					
		. Prime & block (high build/primer-filler) is a required procedure that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.					
11		FRONT LAMPS					
12		R&I LT R&I headlamp assy				0.2	
13		Repl Aim headlamps		1		0.5	
14		FENDER					
15	*	Rpr LT Fender Canada built				<u>1.0</u>	1.8
16		Add for Clear Coat					0.7
17		R&I LT Fender liner Canada built				0.4	
18		R&I LT Corner molding Canada built				0.1	
19		R&I LT Wheel opng mldg Canada built, w/paint to match gray				0.3	
20	*	Rpr LT Wheel opng mldg Canada built, w/paint to match gray				<u>0.5</u>	1.1
21		Add for Clear Coat					0.2
22	#	Clean & re-tape mldg(s)		1		0.3	
23	#	Refn Feather edge prime and block					0.5
		Note: CCC Guide to Estimating G34					
		PRIME & BLOCK					
		. Prime & block (high build/primer-filler) is a required procedure that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.					
24		VEHICLE DIAGNOSTICS					
25	#	OEM Diagnostic Support		1	128.00		D

Preliminary Estimate

Item 27.

Customer: McAlpine, Theresa

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

26	#	Pre Scan	1		1.0	M	
27	#	Post Scan	1		0.5	M	
		Note: Manufacture Requires Scan					
28	#	Calibrate Front Distance Sensor	1	357.14			
29	#	Transport to and from Calibration	1		0.5		
30	MISCELLANEOUS OPERATIONS						
31	#	Repl OEM Research And Photo Documentation	1		1.0		
32	#	Hazardous waste removal	1	8.00	T		
33	#	Repl Cover Car	1	12.00	T	0.2	
34	#	Refrn Corrosion protection (repair area)					0.2
35	#	Repl Flex additive	1	12.00	T		
36	#	Color tint / color match	1				0.5
37	#	Refrn Spray Out Card					0.5
38	#	**NOTE**	1				
		Note: LT park sensor does not working. Open until time of repair.					
SUBTOTALS				517.14		12.9	10.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			485.14
Body Labor	11.4 hrs @	\$ 78.00 /hr	889.20
Paint Labor	10.8 hrs @	\$ 78.00 /hr	842.40
Mechanical Labor	1.5 hrs @	\$ 110.00 /hr	165.00
Paint Supplies	10.8 hrs @	\$ 53.00 /hr	572.40
Body Supplies	6.7 hrs @	\$ 5.00 /hr	33.50
Miscellaneous			32.00
Subtotal			3,019.64
Sales Tax	\$ 3,019.64 @	5.5000 %	166.08
Grand Total			3,185.72
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,185.72

Customer: McAlpine, Theresa

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

BODY \$78/HR - REFINISH \$78/HR - MECHANICAL \$110/HR - PAINT & MATERIALS \$53/HR

As vehicle technologies increase, the costs of repairs escalate as well. With this comes a ten-fold increase in administrative duties required to process your claim. When adding even modest inflation it is inevitable at times that the hourly cost of labor must increase. Insurance "allowances" can lag behind these inevitable increases. At those times we will ask that you co-pay any differences. Most often this is not a large amount but allows us to properly train, retain, and compensate our staff for their efforts. Thus, providing you with a professional repair by a professional staff.

******FOLLOW THIS LINK FOR A CO-PAY EXPLAINER VIDEO******<https://www.youtube.com/watch?v=jzfZCtmMRfo>****NOTICE TO INSURERS:**

Dean's Auto Body, Inc. does not negotiate labor rates. Parts & Procedures are open to justification while giving consideration to OEM guidelines. PLEASE refer to the above video link for a detailed explanation of that policy.

BLEND VS. REFINISH ADJACENT PANEL:

With all repairs the shop will invest time and talent in tinting to negate adjacent panel "blending" However, when required, that procedure will be billed as "adjacent panel refinishing." Not a blend allowance. The basis for this change is exceptionally well validated in the attached blend study report.

As a family owned business, OUR MISSION, is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

**** All supplements must be addressed before the vehicle leaves. Any supplements left open will result in the vehicle not being delivered until the supplement is agreed upon with a copy in hand.**

Per Wisconsin Statue 628.46 - any claim not paid within 30 days is subject to a 7.5% interest charge.

TOTAL LOSS ESTIMATES:

Charges for a total loss estimate, with pictures and documentation to support estimate, will be charged at a minimum of 4 hours and a cost of \$90 an hour. (Costs could go up depending on what is needed to complete the written evaluation for a total loss.)

*Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.

*Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.

*Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle according.

STORAGE CHARGES are \$75 per day

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

Customer: McAlpine, Theresa

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

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 ARM8451, CCC Data Date 01/09/2024, 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.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Customer: McAlpine, Theresa

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

ALTERNATE PARTS USAGE

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

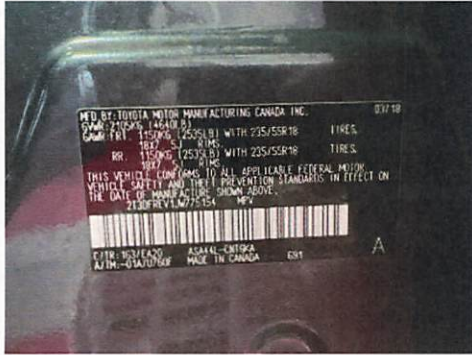
VIN: 2T3DFREV1JW775154	Interior Color:	Mileage In: 105,083	Vehicle Out:
License: 8BY0ND	Exterior Color: Decuma Grey	Mileage Out:	
State: WI	Production Date: 3/2018	Condition: Good	Job #:

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

DEAN'S AUTO BODY, INC.
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494, Fax: (920) 457-6495

Image Report

Owner:	McAlpine, Theresa	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2018	Color:	Decuma Grey	License Plate:	8BY0ND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	105,083
Model:	RAV4 Platinum AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	Good



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:

DEAN'S AUTO BODY, INC.
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494, Fax: (920) 457-6495

Image Report

Owner:	McAlpine, Theresa	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2018	Color:	Decuma Grey	License Plate:	8BY0ND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	105,083
Model:	RAV4 Platinum AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	Good



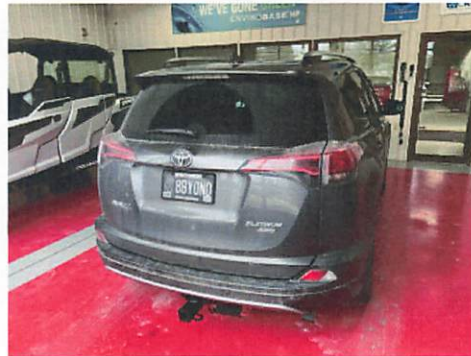
2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:

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1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494, Fax: (920) 457-6495

Image Report

Owner:	McAlpine, Theresa	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2018	Color:	Decuma Grey	License Plate:	8BY0ND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	105,083
Model:	RAV4 Platinum AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	Good



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



2/5/2024
Comments:



Rav4 Estimates

c/o Tracy Black <deansautobodyinc@gmail.com>
To: Teresa McAlpine <tkmcalpine@gmail.com>

Thu, Feb 8, 2024 at 9:42 AM

Hi Teresa,

Unfortunately we cannot guarantee how long the repairs will take however I would plan on about 2 weeks to be safe - once we are finished repairing we will have to take the vehicle in for recalibration of the sensors which could add more than a day depending on the vendor's schedule.

Once the vehicle is disassembled it would be inspected to confirm no additional damages and/or parts are needed. If any parts need to be ordered that could delay the completion time as well.

Let me know if this doesn't make sense.

Thanks!

Leah

[Quoted text hidden]

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081
Phone: (920) 459-6855
FAX: (920) 459-6286

Workfile ID: b44ec97
PartsShare: 758rHT
Federal ID: 83-0747810

Item 27.

Preliminary Estimate

Customer: MC ALPINE, TERESA

Job Number:

Written By: Scott Stolper

Insured: MC ALPINE, TERESA
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
MC ALPINE, TERESA

N2985 RIVER RIDGE RD
WALDO, WI 53093
(262) 894-0259 Cell

Inspection Location:
SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC

3400 S BUSINESS DR
SHEBOYGAN, WI 53081
Repair Facility
(920) 459-6855 Business

Insurance Company:

VEHICLE

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

VIN: 2T3DFREV1JW775154 Interior Color: Mileage In: 108,409 Vehicle Out:
License: 8BYOND Exterior Color: GRAY Mileage Out:
State: WI Production Date: 3/2018 Condition: Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

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

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
Wood Interior Trim

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Navigation System
Backup Camera
Parking Sensors
Intelligent Cruise
Home Link

RADIO

AM Radio

Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps

Blind Spot Detection

Lane Departure Warning

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors
California Emissions

TRUCK

Power Trunk/Liftgate

Get live updates at www.carwise.com/e/4KNZwq

Customer: MC ALPINE, TERESA

Job Number:

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

CONVENIENCE

FM Radio

Luggage/Roof Rack

Preliminary Estimate

Item 27.

Customer: MC ALPINE, TERESA

Job Number:

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	*	Rpr LT Molding extn Canada built, w/body color silver				<u>0.8</u>	0.7
3		Add for Clear Coat					0.1
4	* <>	Rpr Bumper cover w/park sensors Canada built				<u>3.0</u>	<u>2.0</u>
5		Add for Clear Coat					0.8
6		O/H front bumper				2.6	
7		Repl Add for fog lamps		1		0.3	
8		Repl Add for park sensor		1	m	0.5	
9		FRONT LAMPS					
10		R&I LT R&I headlamp assy				0.2	
11		FENDER					
12	*	Rpr LT Fender Canada built				<u>1.5</u>	<u>1.5</u>
13		Overlap Major Non-Adj. Panel					-0.2
14		Add for Clear Coat					0.3
15		Add for Edging					0.5
16	*	Rpr LT Wheel opng mldg Canada built, w/paint to match white pearl				<u>0.8</u>	<u>0.8</u>
17		Add for Clear Coat					0.2
18		R&I LT Wheel opng mldg Canada built, w/paint to match white pearl				0.3	
19		MISCELLANEOUS OPERATIONS					
20	#	Subl Hazardous waste removal		1	3.00 T		
21	#	Repl Flex additive		1	6.00 T		
22	#	Rpr PreScan				0.5 M	
23	#	Rpr PostScan				0.5 M	
24	#	Repl Cover Car		1	5.00 T		
SUBTOTALS					14.00	11.0	6.7

Customer: MC ALPINE, TERESA

Job Number:

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				0.00
Body Labor	10.0 hrs	@	\$ 67.00 /hr	670.00
Paint Labor	6.7 hrs	@	\$ 67.00 /hr	448.90
Mechanical Labor	1.0 hrs	@	\$ 140.00 /hr	140.00
Paint Supplies	6.7 hrs	@	\$ 47.00 /hr	314.90
Miscellaneous				14.00
Subtotal				1,587.80
Sales Tax	\$ 1,587.80	@	5.5000 %	87.33
Grand Total				1,675.13

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

Customer: MC ALPINE, TERESA**Job Number:**

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

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Customer: MC ALPINE, TERESA

Job Number:

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

ALTERNATE PARTS USAGE

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

VIN: 2T3DFREV1JW775154 Interior Color: Mileage In: 108,409 Vehicle Out:
 License: 8BYOND Exterior Color: GRAY Mileage Out:
 State: WI Production Date: 3/2018 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

SHEBOYGAN CHEVROLET BUICK GMC CADILLAC

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

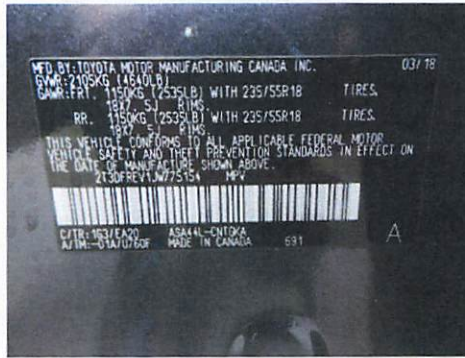
Phone: (920) 459-6855, Fax: (920) 459-6286

Image Report

Owner:	MC ALPINE, TERESA	Insurance:		Estimator:	Scott Stolper	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2018	Color:	GRAY	License Plate:	8BYOND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	108,409
Model:	RAV4 Limited AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	



3/29/2024 E01
Comments:



3/29/2024 E01
Comments:



3/29/2024 E01
Comments:



3/29/2024 E01
Comments:



3/29/2024 E01
Comments:



3/29/2024 E01
Comments:

SHEBOYGAN CHEVROLET BUICK GMC CADILLAC

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855, Fax: (920) 459-6286

Image Report

Owner:	MC ALPINE, TERESA	Insurance:		Estimator:	Scott Stolper	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2018	Color:	GRAY	License Plate:	8BYOND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	108,409
Model:	RAV4 Limited AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	



3/29/2024 E01
Comments:



3/29/2024 E01
Comments:



3/29/2024 E01
Comments:

**CITY OF SHEBOYGAN
R. O. 117-24-25**

BY CITY CLERK.

FEBRUARY 17, 2025.

Submitting a liquor license application.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3713	Pena Inc. (Café Bella)	725 Indiana Avenue

CITY OF SHEBOYGAN

R. O. 118-24-25

BY CITY CLERK.

FEBRUARY 17, 2025.

Submitting a claim from Chelsea Gray for alleged damages to house and vehicle when a City tree fell on them.

DATE RECEIVED 2-13-25

RECEIVED BY MYC

Item 29.

CLAIM NO. 18-24

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Chelsea Gray
- 2. Home address of Claimant: 1239 Parkwood Blvd, Sheboygan, WI 53081
- 3. Home phone number: 920-782-0178
- 4. Business address and phone number of Claimant: Knight Barry Title, 2036 Kohler Memorial Drive, Sheboygan, WI, 53081 Phone: 920-459-0733
- 5. When did damage or injury occur? (date, time of day) June 24/25²⁰²⁴ -- Through the night
- 6. Where did damage or injury occur? (give full description) Vehicle totaled & Roof Damage to front of house.
- 7. How did damage or injury occur? (give full description) A City tree fell -- has since been removed.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

No injuries -- however roof damage has been completed at the cost of \$1250.

11. Name and address of any other person injured:

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 16,473.14 - Equinox \$4,640.81 - Van

Property: \$ 1250

Personal injury: \$

Other: (Specify below) \$

TOTAL \$

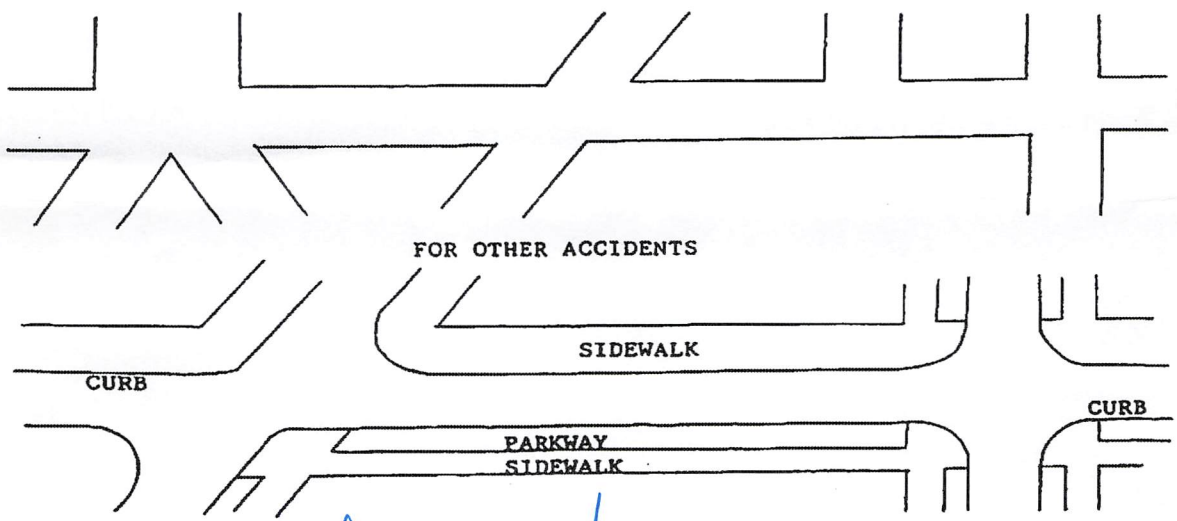
Damaged vehicle (if applicable)

Make: Dodge Chery Model: Caravan Equinox Year: 2019 2017 Mileage: 85419 129504

Names and addresses of witnesses, doctors and hospitals:

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Chery DATE 2/10/25

DATE RECEIVED _____

RECEIVED BY _____

Item 29.

CLAIM NO. _____

CLAIM

Claimant's Name: Chelsea Gray
 Claimant's Address: 1239 Parkwood Blvd
Sheboygan, WI, 53081
 Claimant's Phone No. 920-782-0178

Auto \$ Covered by insurance
 Property \$ 1250
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 1250

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1250.

SIGNED Chelsea Gray

DATE: 2/10/25

ADDRESS: 1239 Parkwood Blvd, Sheboygan WI, 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081







Irish Roofing
1526 S. 12th Street
Sheboygan, WI 53081

INVOICE

Job: IRC-24360: Tiffany Gray
Invoice Number: IRC-24360-1
Invoice Date: 11/13/2024
Terms: Upon Receipt

Location Address
1239 Parkwood Boulevard
Sheboygan, WI 53081

Tiffany Gray
1239 Parkwood Boulevard
Sheboygan, WI 53081

	PRICE
INVOICE	
Repair Section	
Subtotal: Repair Section	\$800.00
Gutters Section	
Subtotal: Gutters Section	\$450.00
Subtotal: Invoice	\$1,250.00
Grand Total	\$1,250.00

Invoice Balance Due: \$1,250.00

REMIT TO:
1526 S. 12th Street
Sheboygan, WI 53081

Company Representative:
Joe Schultz
(920) 918-5123
joeschultz.wsd@gmail.com

We accept cash, check and credit/debit cards. **If you receive an email containing WIRE TRANSFER INSTRUCTIONS call us immediately to verify. We will NOT ask you to wire money.** Payments can be mailed or dropped off at our dropbox inside the doors at 1526 S 12th St. Sheboygan, WI 53081. Credit/debit card payments will incur a processing fee. If you'd like to pay by card please contact your company representative. Thank you for your business.



Accurate Claims Inc
 2150 Memorial Dr, Green Bay, WI 54303
 Office: (920) 965-4422
 Fax: (920) 965-4423
 aci@accurateclaimsinc.com

Estimate ID
 19083168
 Original
 Claim Number
 C50037

Owner
Tiffany, Dodge Gray
 1239 Parkwood Blvd
 Sheboygan, WI 53081
 (920) 287-6725 (Home)

Appraiser
Craig Klish

 Classification
 None

Badger Mutual Insurance

Loss Type Comprehensive	Claim Number C50037	Adjuster John Conway jconway@badgermutual.com	Deductible 500.00 - Not Waived
Loss Date 06/25/2024	Repair Facility Not Available		

2019 Dodge Grand Caravan SXT Van 121" WB 3.6L 6 Cyl Gas Injected 2WD

License WI-AXU2835	VIN 2C4RDGCG1KR782136	Condition Good	Drivable Yes
Odometer 85419	Production Date 10/2019	Mitchell Service Code 911405	

Primary Point of Impact
All Over (19)

Options

4 Doors	Air Conditioning	Alum/Alloy Wheels	Anti-Lock Brake Sys. (ABS)	Automatic Headlights
Auxiliary Input	Bluetooth Wireless Connectivity	CD Player	Cruise Control	Daytime Running Lights
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger	Electronic Stability Control
First Row Bucket Seat	Fog Lights	Genuine Wood Trim	Hard Drive	Heated Mirror
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	Luggage Rack
MP3 Player	Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Driver Sliding Door
Power Passenger Sliding Door	Power Rear Liftgate	Power Remote Mirror	Power Steering	Power Windows
Privacy Glass	Rear Gate Wiper	Rear Heating, Ventilation & Air Conditioning	Rear Spoiler	Rearview Camera
Remote Decklid Or Tailgate Release	Remote Vehicle Starter System	Second Row Bucket Seat	Second Row Side Airbag With Head Protection	Side Airbags
Steering Wheel Mounted Audio Control	Theft Deterrent Sys.	Third Door	Third Row Seat	Tilt Steering Wheel
Tire Pressure Monitoring System	Traction Control/Electronic	Trip Computer		

Tiffany, Dodge Gray | 2019 Dodge Grand Caravan SXT

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
Front Bumper										
1	101830	Frt Bumper Cover	Remove / Install	Body	1.4	Existing				
Front Lamps										
2	100038	R Front Combination Lamp	Remove / Install	Body	0.3#	Existing				
3	100039	L Front Combination Lamp	Remove / Install	Body	0.3#	Existing				
Hood										
4	100553	R Hood Washer Nozzle	Remove / Install	Body	0.2#	Existing				
5	100554	L Hood Washer Nozzle	Remove / Install	Body	0.2#	Existing				
6	100555	Hood Panel (Alum)	Repair	Body	1.5*	Existing				
7	AUTO	Hood Outside	Refinish Only	Refinish	2.6 C	Existing				
Front Fender										
8	100397	R Fender Panel	Repair	Body	1.0*#	Existing				
9	AUTO	R Fender Outside	Refinish Only	Refinish	1.8 C	Existing				
10	100398	L Fender Panel	Repair	Body	1.0*#	Existing				
11	AUTO	L Fender Outside	Refinish Only	Refinish	1.8 C	Existing				
12	100409	L Fender Liner	Remove / Install	Body	0.3r#	Existing				
13	100665	R Mirror Bezel	Remove / Install	Body	0.2#	Existing				
14	100666	L Mirror Bezel	Remove / Install	Body	0.2#	Existing				
15	100669	R Fender Mudguard	Remove / Install	Body	0.2	Existing				
16	100670	L Fender Mudguard	Remove / Install	Body	0.2	Existing				
17	100414	R Fender Antenna Mast	Remove / Replace	Body	0.1	New	56038725AC	1	\$38.80	Yes
Rocker / Pillars										
18	100512	R Door Opening Panel -S	Repair	Body	1.0*#	Existing				
19	AUTO	R Windshield Post	Refinish Only	Refinish	1.0 C	Existing				
20	100513	L Door Opening Panel -S	Repair	Body	1.0*#	Existing				
21	AUTO	L Windshield Post	Refinish Only	Refinish	1.0 C	Existing				
Side Door										
22	100190	R Side Door Shell	Repair	Body	1.0*#	Existing				
23	900501	Top of door								
24	AUTO	R Side Door Outside	Refinish Only	Refinish	2.4 C	Existing				
Van Side Panel										
25	101038	R Van Side Panel	Repair	Body	1.5*#	Existing				
26	AUTO	R Van Side Panel Outside	Refinish Only	Refinish	2.2 C	Existing				
Quarter Glass										
27	100273	R Quarter Glass	Remove / Install	Glass	1.0#	Existing				

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
Roof										
28	101273	Roof Panel	Repair	Body	2.0*#	Existing				
29	AUTO	Roof Panel Outside	Refinish Only	Refinish	4.1 C	Existing				
30	101929	Satellite Radio Antenna	Remove / Install	Body	0.3#	Existing				
31	101274	R Roof Adhesive Moulding	Remove / Install	Body	0.2r	Existing				
32	101275	L Roof Adhesive Moulding	Remove / Install	Body	0.2r	Existing				
33	101469	R Roof Luggage Rack Side Rail	Remove / Install	Body	0.4	Existing				
34	101470	L Roof Luggage Rack Side Rail	Remove / Install	Body	0.4	Existing				
Liftgate										
35	100111	Liftgate Handle	Remove / Install	Body	0.3#	Existing				
36	AUTO	Liftgate Trim Panel	Remove / Install	Body	0.4					
37	100112	Liftgate Lock Cylinder	Remove / Install	Body	0.2#	Existing				
38	100118	Liftgate Shell	Repair	Body	1.0*#	Existing				
39	AUTO	Liftgate Outside	Refinish Only	Refinish	2.1 C	Existing				
40	100113	Liftgate Spoiler	Remove / Install	Body	0.4#	Existing				
41	AUTO	Upr Liftgate Garnish Moulding	Remove / Install	Body	0.2					
42	100647	Liftgate Spoiler	Repair	Body	1.0*#	Existing				
43	AUTO	Liftgate Spoiler	Refinish Only	Refinish	1.2 C	Existing				
44	100654	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.2	New	68087121AA	1	\$154.00	Yes
45	100652	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.2	New	4389988AA	1	\$118.00	Yes
46	102775	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.2	New	5182346AA	1	\$107.00	Yes
Rear Lamps										
47	101517	R Rear Combination Lamp	Remove / Install	Body	0.3	Existing				
Rear Bumper										
48	101566	Rear Bumper Cover	Remove / Install	Body	1.0	Existing				
Additional Costs & Materials										
49	AUTO	Paint/Materials	Additional Cost						\$1,165.00*	Yes
50	936012	Hazardous Waste Disposal	Additional Cost						\$8.00*	Yes
Additional Operations										
51	AUTO	Clear Coat	Additional Operation	Refinish	3.1				\$0.00	
52	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				\$0.00	
53	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				\$0.00	

Line #	Description	LABOR			PART				
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Special / Manual Entry									
54	900500 Cover Vehicle	Additional Labor	Body*	0.3*	New		1	\$0.00*	

* Judgment Item C Included in Clear Coat Calculation
T Included in Two Tone Calculation A Included in Clear Coat and Two Tone Calculation
Labor Note Applies r CEG R&R Time Used for this Labor Operation
d Discontinued by Manufacturer [] Verify the part number and price before ordering

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	20.8	\$70.00			\$1,456.00
Refinish Labor	23.3	\$70.00			\$1,631.00
Glass Labor	1.0	\$70.00			\$70.00
Mechanical Labor	1.0	\$125.00			\$125.00
Total Labor	46.1				\$3,282.00
					Taxable \$3,282.00
					Tax 5.5000% \$180.51
					Non-Taxable \$0.00
					Pre-Tax Discount 0.00% \$0.00
					Labor Total \$3,462.51

Parts	Amount	Totals
Taxable Parts	\$417.80	\$417.80
		Parts Adjustments \$0.00
		Tax 5.5000% \$22.98
		Non-Taxable \$0.00
		Pre-Tax Discount 0.00% \$0.00
		Parts Total \$440.78

Costs	Amount	Totals
Paint Materials	\$1,165.00	\$1,165.00
Shop Materials	\$0.00	\$0.00
Other Additional Costs	\$8.00	\$8.00
		Taxable \$1,173.00
		Tax 5.5000% \$64.52
		Non-Taxable \$0.00
		Pre-Tax Discount 0.00% \$0.00
		Costs Total \$1,237.52

Gross Totals	Amount	Totals
Gross Total	\$5,140.81	\$5,140.81
		Taxable \$4,872.80
		Tax \$268.01
		Non-Taxable \$0.00
		Pre-Tax Discount 0.00% \$0.00
		Gross Total \$5,140.81

Adjustments	Amount	Totals
Deductible	-\$500.00	-\$500.00
Total Customer Responsibility		-\$500.00

Estimate Totals

Net Estimate Total \$4,640.81

*****Disclaimer - This is not an authorization to repair. The vehicle owner must authorize all repairs. Accurate Claims Inc. reserves the right to reinspect all supplements before payment is made. All supplements must have prior approval from Accurate Claims Inc. before any payments will be made. *****

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



Accurate Claims Inc
 2150 Memorial Dr, Green Bay, WI 54303
 Office: (920) 965-4422
 Fax: (920) 965-4423
 aci@accurateclaimsinc.com

Estimate ID
 19082305
 Original
 Claim Number
 C50037

Owner
 Tiffany Gray
 1239 Parkwood Blvd
 Sheboygan, WI 53081
 (920) 287-6725 (Home)

Appraiser
 Craig Klish
 Classification
 None

Badger Mutual Insurance

Loss Type Comprehensive	Claim Number C50037	Adjuster John Conway jconway@badgermutual.com	Deductible 500.00 - Not Waived
Loss Date 06/25/2024	Repair Facility Not Available		

2018 Chevrolet Equinox LT 4 Door Utility 1.5L 4 Cyl Gas Injected Turbocharged FWD

VIN 3GNAXJEV5JS559667	Condition Good	Drivable No	Odometer 129564
Production Date 11/2017	Mitchell Service Code 911958		

Primary Point of Impact
 All Over (19)

Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Automatic Headlights
Auxiliary Input	Bluetooth Wireless Connectivity	Cruise Control	Daytime Running Lights	Driver Seat With Power Lumbar Support
Driver-Front Air Bag	Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Heated Mirror
High Intensity Discharge Headlights	Keyless Entry System	Left-Curtain Air Bag	MP3 Player	Passenger-Front Air Bag
Power Door Locks	Power Driver Seat	Power Remote Mirror	Power Windows	Privacy Glass
Rear Bench Seat	Rearview Camera	Satellite Radio	Second Row Side Airbag With Head Protection	Side Airbags
Smart Key System	Steering Wheel Mounted Audio Control	Telematic Systems	Theft Deterrent Sys.	Tilt Steering Wheel
Tire Pressure Monitoring System	Traction Control/Electronic			

Tiffany Gray | 2018 Chevrolet Equinox LT

Line #	Description	LABOR			PART				Tax	
		Operation	Type	Total Units	Type	Number	Qty	Total Price		
Front Bumper										
1	100013 Frt Upr Bumper Cover	Repair	Body	1.0*	Existing					

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
2	AUTO Frt Upr Bumper Cover	Refinish Only	Refinish	2.3 C	Existing					
Front Lamps										
3	101458 L Front Combination Lamp	Remove / Install	Body	0.3#	Existing					
Hood										
4	100368 Hood Panel	Remove / Replace	Body	1.3	Aftermarket Certified	GM1230466C	1	\$901.00	Yes	
5	AUTO Hood Outside	Refinish Only	Refinish	2.7 C						
6	AUTO Add For Hood Underside	Refinish Only	Refinish	1.4 C						
Front Fender										
7	100536 R Fender Panel	Remove / Replace	Body	2.2#	Aftermarket Certified	GM1241402C	1	\$511.00	Yes	
8	AUTO Frt Bumper Cover	Remove / Install	Body	1.2						
9	AUTO R Front Combination Lamp	Remove / Install	Body	INC#						
10	AUTO R Fender Outside	Refinish Only	Refinish	1.7 C						
11	AUTO R Add To Edge Fender	Refinish Only	Refinish	0.5 C						
12	100537 L Fender Panel	Repair	Body	1.0*#	Existing					
13	AUTO L Fender Outside	Refinish Only	Refinish	1.7 C	Existing					
14	101447 L Upr Fender Moulding	Remove / Install	Body	0.2#	Existing					
Windshield										
15	101347 W/Shield Glass	Remove / Replace	Glass	INC#	New	84491939	1	\$623.45	Yes	
16	101375 L W/Shield Wiper Blade Assy	Remove / Replace	Body	INC#	New	84574893	1	\$36.95	Yes	
17	101379 L W/Shield Wiper Blade Arm	Remove / Replace	Body	INC	New	84660019	1	\$36.01	Yes	
Front Door										
18	100983 R Frt Door Shell	Repair	Body	1.0*#	Existing					
19	AUTO R Frt Door Outside	Refinish Only	Refinish	1.6 C	Existing					
20	100984 L Frt Door Shell	Repair	Body	1.0*#	Existing					
21	AUTO L Frt Door Outside	Refinish Only	Refinish	1.6 C	Existing					
22	100883 R Frt Rear View Mirror	Remove / Install	Body	INC#	Existing					
23	100884 L Frt Rear View Mirror	Remove / Install	Body	INC#	Existing					
24	100877 R Frt Otr Door Belt Moulding	Remove / Install	Body	0.9#	Existing					
25	100878 L Frt Otr Door Belt Moulding	Remove / Install	Body	0.9#	Existing					
26	100875 R Frt Lwr Door Moulding	Remove / Install	Body	0.3	Existing					
27	100876 L Frt Lwr Door Moulding	Remove / Install	Body	0.3	Existing					
28	100991 R Frt Door Rear View Mirror	Remove / Replace	Body	INC#	Aftermarket New	GM1321594	1	\$400.00	Yes	

Line #	Description	LABOR			PART				
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
29	AUTO R Frt Door Trim Panel	Remove / Install	Body	INC					
30	100707 R Frt Otr Door Handle	Remove / Install	Body	0.3#	Existing				
31	100708 L Frt Otr Door Handle	Remove / Install	Body	0.3#	Existing				
32	AUTO L Frt Door Trim Panel	Remove / Install	Body	INC					
Roof									
33	100170 Roof Panel	Remove / Replace	Body	16.5#	New	84437282	1	\$725.00	Yes
34	AUTO Roof Panel Outside	Refinish Only	Refinish	3.1 C					
35	AUTO Add To R&I/R&R Side Curtain Air Bags -M	Remove / Replace	Mechanical	1.6					
Side Body									
36	100548 R Side Body Panel Assembly -S	Remove / Replace	Body	22.0#	New	84372731	1	\$1,448.47	Yes
37	AUTO R Side Body Panel Complete	Refinish Only	Refinish	5.4 C	Existing				
38	AUTO R Quarter Panel Edge	Refinish Only	Refinish	0.5 C					
39	AUTO R Add For Pillar	Refinish Only	Refinish	0.5 C					
40	AUTO R Add To R&I/R&R Side Air Bag Sensor -M	Remove / Replace	Mechanical	0.4					
41	AUTO R Add To R&I/R&R Side Curtain Air Bags-M	Remove / Replace	Mechanical	INC#					
42	100549 L Side Body Panel Assembly -S	Remove / Replace	Body	22.5#	New	84372732	1	\$1,448.47	Yes
43	AUTO L Side Body Panel Complete	Refinish Only	Refinish	5.4 C	Existing				
44	AUTO L Quarter Panel Edge	Refinish Only	Refinish	0.5 C					
45	AUTO L Add For Pillar	Refinish Only	Refinish	0.5 C					
46	AUTO L Add To R&I/R&R Side Air Bag Sensor -M	Remove / Replace	Mechanical	0.4					
47	AUTO L Add To R&I/R&R Side Curtain Air Bags-M	Remove / Replace	Mechanical	INC#					
48	101580 L Rocker Moulding	Remove / Install	Body	0.4	Existing				

Additional Costs & Materials									
49	AUTO Paint/Materials	Additional Cost						\$1,680.00*	Yes

Additional Operations									
50	AUTO Clear Coat	Additional Operation	Refinish	4.2				\$0.00	

* Judgment Item
 T Included in Two Tone Calculation
 # Labor Note Applies
 d Discontinued by Manufacturer

C Included in Clear Coat Calculation
 A Included in Clear Coat and Two Tone Calculation
 r CEG R&R Time Used for this Labor Operation
 [] Verify the part number and price before ordering

Parts Vendors

KEYSTONE KEYSIQ
 5050 N. WREN DR.
 APPLETON WI 54913
 (800) 422-1995 (Work)
 (920) 731-3030 (Work)

Line	Part #	Total Price
4	GM1230466C	\$901.00
7	GM1241402C	\$511.00
28	GM1321594	\$400.00

Disclaimer: This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	73.6	\$70.00		\$5,152.00
Refinish Labor	33.6	\$70.00		\$2,352.00
Glass Labor	0.0	\$70.00		\$0.00
Mechanical Labor	2.4	\$125.00		\$300.00
Total Labor	109.6			\$7,804.00
			Taxable	\$7,804.00
			Tax 5.5000%	\$429.22
			Non-Taxable	\$0.00
			Pre-Tax Discount 0.00%	\$0.00
			Labor Total	\$8,233.22
Parts	Amount			
Taxable Parts	\$6,130.35			\$6,130.35
			Parts Adjustments	\$0.00
			Tax 5.5000%	\$337.17
			Non-Taxable	\$0.00
			Pre-Tax Discount 0.00%	\$0.00
			Parts Total	\$6,467.52
Costs	Amount			
Paint Materials	\$1,680.00			\$1,680.00
Shop Materials	\$0.00			\$0.00
Other Additional Costs	\$0.00			\$0.00
			Taxable	\$1,680.00
			Tax 5.5000%	\$92.40
			Non-Taxable	\$0.00
			Pre-Tax Discount 0.00%	\$0.00
			Costs Total	\$1,772.40
Gross Totals	Amount			
Gross Total	\$16,473.14			\$16,473.14

Estimate Totals

Taxable	\$15,614.35
Tax	\$858.79
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
Gross Total	\$16,473.14

Adjustments	Amount	
Deductible	-\$500.00	-\$500.00
Total Customer Responsibility		-\$500.00

Net Estimate Total \$15,973.14

*****Disclaimer - This is not an authorization to repair. The vehicle owner must authorize all repairs. Accurate Claims Inc. reserves the right to reinspect all supplements before payment is made. All supplements must have prior approval from Accurate Claims Inc. before any payments will be made. *****

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 17, 2025.

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

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

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 17, 2025.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



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

October 28, 2024

Estimate #E40159SG

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

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

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

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

➤ Base Price:

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

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

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

Clarifications:

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

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



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

Sincerely,

Steve Gillett
Wynn O. Jones & Associates



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

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 17, 2025.

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

City of Sheboygan

Emergency Management and Response Plan

City of Sheboygan Emergency Management Director's Office



DATE: 2/16/2025

TO: City of Sheboygan Common Council

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

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

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

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

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

Thank you for your involvement in this worthwhile endeavor.

FOREWARD

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

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

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

City of Sheboygan Emergency Preparedness Group

Change #	Date Entered	Contents of Change	Initials

PLAN DISTRIBUTION AND UPDATES

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

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

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

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

Plan Development and Maintenance:

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

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

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

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I. INTRODUCTION

A. Mission

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

B. Purpose

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

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

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

C. Key Concepts

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

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

II. POLICIES

A. Authorities

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

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

B. Assignment of Responsibilities

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

C. Limitations

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

III. SITUATION AND ASSUMPTIONS

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

A. Emergency/Disaster Conditions and Hazards

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

B. Planning Assumptions

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

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

C. Access and Functional Needs

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

D. Considerations

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

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

IV. ORGANIZATION AND RESPONSIBILITIES

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

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

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

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

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

A. Lines of Succession

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

Mayor:

- 1) Council President; 2) Council Vice President

City Administrator:

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

Fire Chief:

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

Police Chief:

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

Director of Public Works:

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

Director of Finance:

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

Director of Planning and Development:

- 1) Planning & Zoning Administrator

City Attorney

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

B. Specific Responsibilities

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

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

Coordinating News Releases Among Response Organizations:

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

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

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

Coordinating EOC Operations:

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

Maintaining a Significant Events Log:

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

Removing Debris:

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

EOC Support Responsibilities:

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

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

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

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

V. CONCEPT OF OPERATIONS

A. General

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

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

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

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

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

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

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

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

B. Local Responsibility and Authority

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

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

C. Phases of Emergency Management

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

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

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

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

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

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

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

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

2. The Emergency Operations Center is activated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. EOC Operations

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

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

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



Incident Management Overview

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

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

Overarching Priorities

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

Department Head Essential Responsibilities

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

Key Senior Leader Activities & Actions

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

Immediate Actions

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

Subsequent Actions

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

Example Public Messaging

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

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

Glossary & Resources

VI. GLOSSARY OF COMMON TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Disaster: See Major Disaster.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial Response: Resources initially committed to an incident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Sheboygan Emergency Management Training

Introduction

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

Training Overview

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

List of Courses

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

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

Required and Suggested Classes

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

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

X = Required

S = Suggested

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

Taking Courses

FEMA Student ID

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

Transcripts

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

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

Taking an Independent Study Class

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

Taking an In-Person Class

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

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

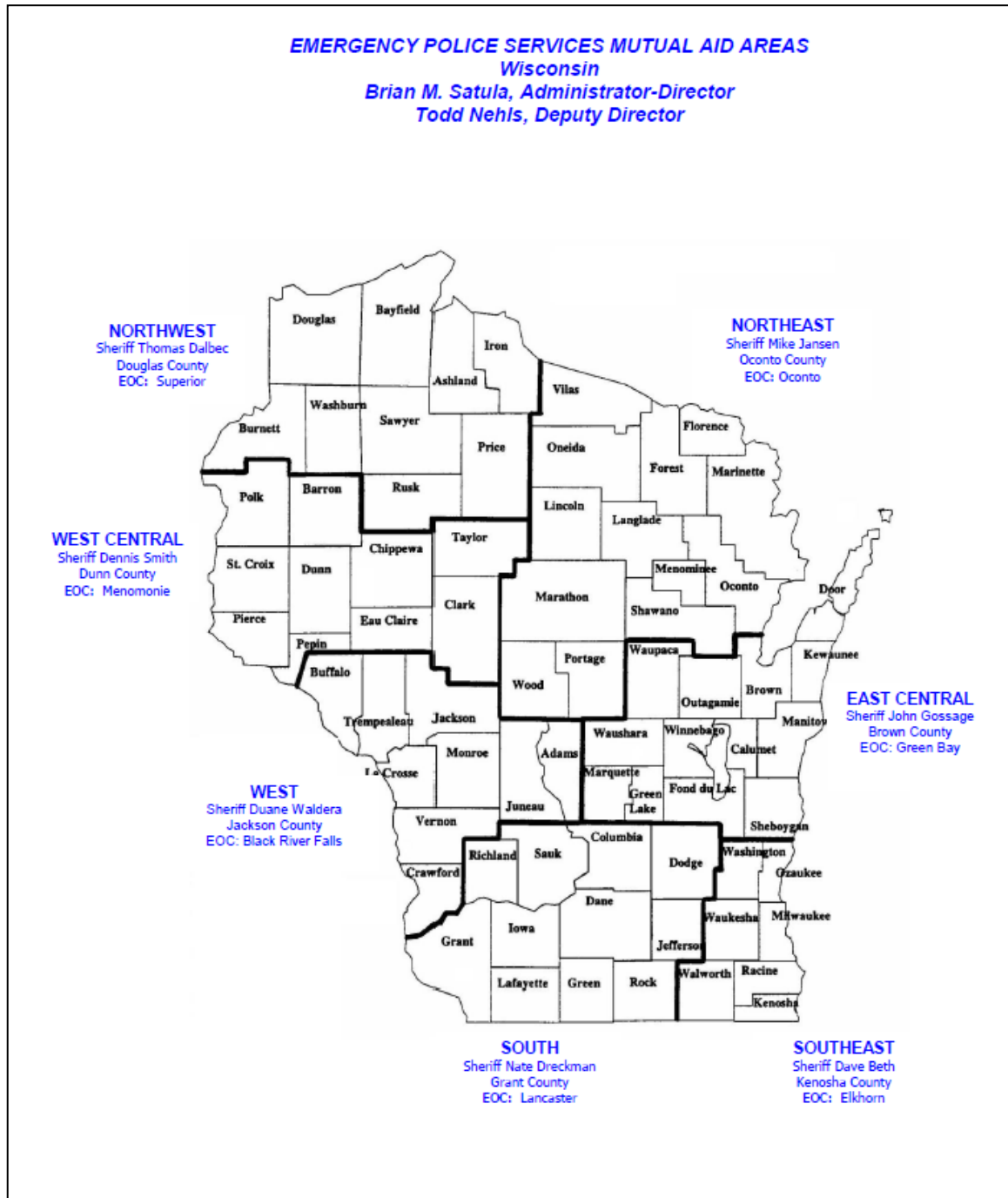
<https://teex.org/class/MGT314/>

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

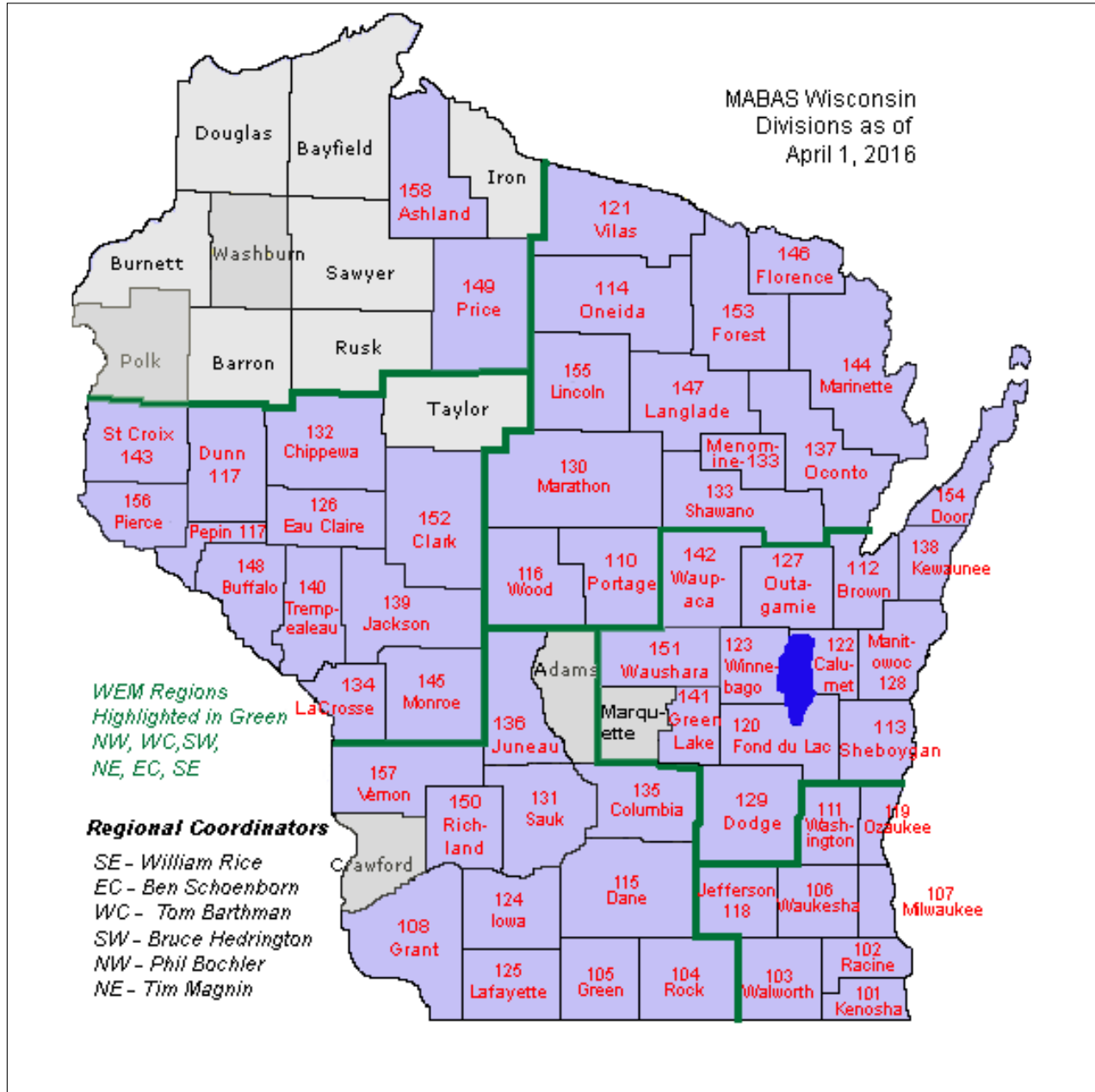
Training Records

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

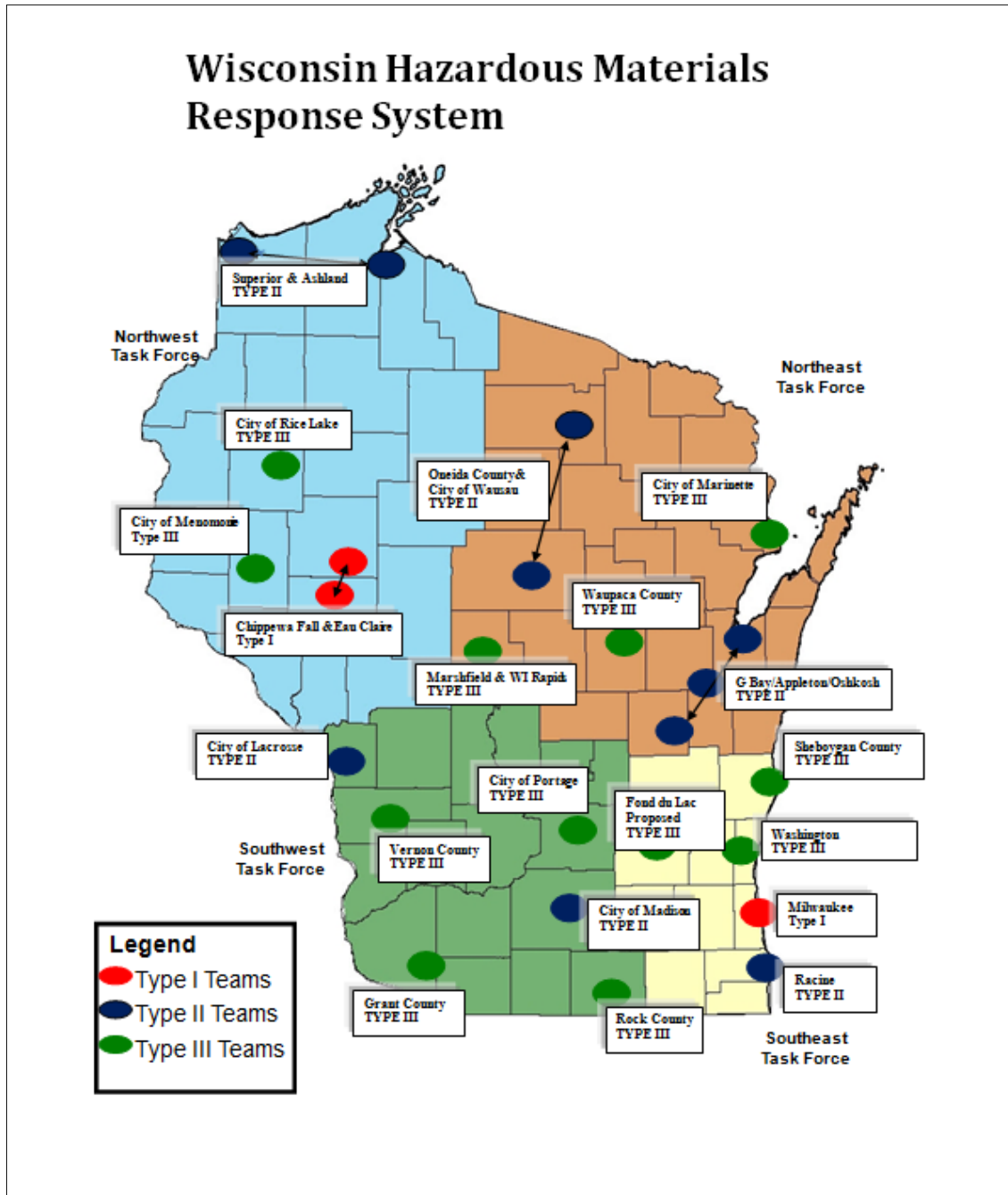
Wisconsin Police Mutual Aid Areas



Wisconsin MABAS Divisions (Fire/EMS)



Wisconsin Hazardous Materials Regions



VII. EMERGENCY SUPPORT FUNCTIONS (ESF's)

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

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

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

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 17, 2025.

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

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

RECITALS:

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

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

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

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

TERMS, CONDITIONS, AND PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

ASSIGNOR:

OSCAR APARTMENTS LLC,
a Delaware limited liability company

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

Its: Manager

By: _____

Name: Joshua D. Krsnak

Its: Chief Manager

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

LENDER:

BRIDGEWATER BANK,
a Minnesota banking corporation

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

EXHIBIT B
CONSENT AND ESTOPPEL CERTIFICATE

[attached hereto]

CONSENT AND ESTOPPEL CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF SHEBOYGAN WISCONSIN

By: _____
Ryan Sorenson, Mayor

By: _____
Meredith DeBruin, City Clerk

**CITY OF SHEBOYGAN
RESOLUTION 165-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 17, 2024.

A RESOLUTION authorizing acceptance of the 2025 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2025 budget for grant funds received.

WHEREAS, in 2023, there were 1,229 motor vehicle collisions with pedestrians in Wisconsin, causing 61 fatalities and injuring 1,190 pedestrians. This amounts to a rate of one pedestrian killed or injured in Wisconsin every 7 hours. Pedestrian street crossings are the most common cause of such crashes, especially when drivers are distracted or pedestrians move into traffic unexpectedly; and

WHEREAS, the City of Sheboygan Police Department submitted a grant application and has been approved to receive a grant in the total amount of \$25,000 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in high visibility enforcement of bicycle and pedestrian violations; and

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Chief of Police to sign all documents necessary to administer the grant.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following budget amendment to incorporate the revenue and expenses related to the grant:

INCREASE:

General Fund – State Grants – Police (Acct. No. 101-435230)	\$25,000
General Fund – Police Department – Overtime (Acct. No. 101210-510111)	\$21,815
General Fund – Police Department – FICA (Acct. No. 101210-520310)	\$ 1,353
General Fund – Police Department – Medicare (Acct. No. 101210-520311)	\$ 316
General Fund – Police Department – Wisconsin Retirement (Acct. No. 101210-520320)	\$ 1,516

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

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

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 17, 2025.

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

WETLAND CREDIT AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

- 1) **RECITALS**: The recitals are hereby incorporated herein by this reference.
- 2) **COMPENSATION**: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Seller the sum of Thirteen Thousand Three Hundred dollars (\$13,300 hereinafter referred to as the “Purchase Price”) for 0.19 Wet Meadow Wetland Credits in the Wetland Bank. The Purchase Price shall be paid in the following manner:
 - a) **PAYMENT OF PURCHASE PRICE**: Within thirty (30) days of the execution of this Agreement, Purchaser shall pay Seller the Purchase Price as stated herein, or \$13,300. All payments hereunder shall be made to SHEBOYGAN COUNTY TREASURER. Upon payment of the Purchase

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

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

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

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

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

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

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

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

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

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

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

PURCHASER:

CITY OF SHEBOYGAN

By: _____

Its: _____

SELLER:

SHEBOYGAN COUNTY

By: _____

Its: _____

AFFIDAVIT OF CREDIT PURCHASE - Amsterdam Dunes Mitigation Bank

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

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

Applicant Signature

Date

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

Bank Sponsor Signature

Date

**CITY OF SHEBOYGAN
RESOLUTION 168-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 17, 2025.

A RESOLUTION authorizing the appropriate City officials to sign the Amendment to Leverenz Site Parking Lot Lease.

WHEREAS, the Amendment to Leverage Site Parking Lot Lease, a copy of which is attached hereto, includes terms establishing a settlement amount for all unpaid rent and also extends the term of the Lease.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the Amendment to Leverenz Site Parking Lot Lease.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

AMENDMENT TO LEVERENZ SITE PARKING LOT LEASE

This **Amendment to Leverenz Site Parking Lot Lease** (the "Amendment") is executed effective as of the ____ day of _____, 2025, by and between **City of Sheboygan** (the "Landlord") and **Heartland Affordable Housing-Sheboygan Leverenz, LLC** (the "Tenant").

WITNESSETH:

WHEREAS, the Landlord and Heartland Affordable Housing-Sheboygan Leverenz, Inc. entered into the Leverenz Site Parking Lot Lease dated April 1, 1992 (the "Lease"), in connection with lease of premises described in said Lease (the "Parking Lot"); and

WHEREAS, dedicated use of the Parking Lot is required for zoning compliance in Tenant's ownership and operations of 8th Street Lofts (formerly known as the historic Leverenz Shoe Factory) located at 531 South 8th St., Sheboygan, Wisconsin (the "Premises"); and

WHEREAS, Tenant became successor in interest under the Lease to Heartland Affordable Housing-Sheboygan Leverenz, Inc. on May 31, 2000, by conversion of that entity to an LLC and conveyance of the Premises to Tenant by that entity; and

WHEREAS, the parties to the Lease have inadvertently missed rent payment and collection due under the Lease, and Landlord and Tenant have agreed to terms and conditions to bring the Lease into good standing; and

WHEREAS, the Lease has a conflict in its stated term, saying that it is for "forty (40) years, beginning on September 1, 1992 and terminating on September 1, 2132;" and

WHEREAS, the parties wish to clarify and refresh the Lease term;

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement of Status.** Tenant acknowledges that it is the successor in interest to Heartland Affordable Housing-Sheboygan Leverenz, Inc. under the Lease. Pursuant to Section Eleven of the Lease, Landlord acknowledges the assignment of the Lease from Heartland Affordable Housing-Sheboygan Leverenz, Inc. to Tenant.

2. **Payment of Unpaid Rent.** Tenant agrees that, upon execution of this agreement, it shall pay to Landlord the amount of \$47,324.27 for all unpaid rent owing under the Lease as of January 1, 2025, and Landlord agrees to accept such payment as full and final settlement of all amounts owed by Tenant or its predecessor under the Lease as of that date.

3. **Lease Term.** Section Two of the Lease, entitled "Term", is hereby amended to read as follows:

(a) The initial term of the lease is clarified to have been from September 1, 1992 to August 31, 2032.

(b) The lease term is hereby extended forty (40) years, beginning September 1, 2032, and ending August 31, 2072.

(c) The lease term will automatically renew thereafter as long as it is necessary or appropriate for Tenant's zoning compliance.

4. **Notices to Tenant.** Subsection (a) of Section Twelve of the Lease, entitled "Notices and Demands", is hereby amended and restated as follows:

a) In the case of the Tenant, is addressed to or delivered personally to the Tenant at 2418 Crossroads Drive, Suite 2400, Madison, Wisconsin 53718; and

5. **Reaffirmation.** The Lease, as modified and amended by this Amendment, is hereby ratified and reaffirmed by the parties in all respects.

6. **Recording of Lease.** Either party may record the Lease as amended with the Sheboygan County Register of Deeds.

7. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date first set forth above.

LANDLORD:

TENANT:

CITY OF SHEBOYGAN

HEARTLAND-SHEBOYGAN

LEVERENZ, LLC

By Heartland Properties, Inc., its Member

By: _____
_____, _____

By: _____
John W. Stoneman, President

Attest: _____
_____, _____

LEVERENZ PARKING LOT LEASE PAYMENTS DUE AS OF 1/31/25

Date	CPI	CPI	Amount	Years	Interest	Total Rent	Date	Amount	Years	Interest	Total Rent	
Due	Half 2		Due	per annum	18.0%	and Interest	Due	Due	per annum	18.0%	and Interest	
1/31/1993	138,800	2.6%	500.00	32	2,880.00	3,380.00	6/30/1993	500.00	31.5	2,835.00	3,335.00	
1/31/1994	142,400	2.6%	512.97	31	2,862.36	3,375.33	6/30/1994	512.97	30.5	2,816.20	3,329.16	
1/31/1995	146,500	2.9%	527.74	30	2,849.78	3,377.52	6/30/1995	527.74	29.5	2,802.29	3,330.03	
1/31/1996	150,200	2.5%	541.07	29	2,824.37	3,365.43	6/30/1996	541.07	28.5	2,775.67	3,316.74	
1/31/1997	154,500	2.9%	556.56	28	2,805.04	3,361.60	6/30/1997	556.56	27.5	2,754.95	3,311.51	
1/31/1998	157,800	2.1%	568.44	27	2,762.64	3,331.08	6/30/1998	568.44	26.5	2,711.48	3,279.92	
1/31/1999	160,000	1.4%	576.37	26	2,697.41	3,273.78	6/30/1999	576.37	25.5	2,645.53	3,221.90	
1/31/2000	163,800	2.4%	590.06	25	2,655.26	3,245.32	6/30/2000	590.06	24.5	2,602.15	3,192.21	
1/31/2001	169,300	3.4%	609.87	24	2,634.64	3,244.51	6/30/2001	609.87	23.5	2,579.75	3,189.62	
1/31/2002	173,800	2.7%	626.08	23	2,591.97	3,218.05	6/30/2002	626.08	22.5	2,535.63	3,161.71	
1/31/2003	176,600	1.6%	636.17	22	2,519.22	3,155.39	6/30/2003	636.17	21.5	2,461.97	3,098.13	
1/31/2004	180,300	2.1%	649.50	21	2,455.09	3,104.59	6/30/2004	649.50	20.5	2,396.64	3,046.13	
1/31/2005	185,000	2.6%	666.43	20	2,399.14	3,065.56	6/30/2005	666.43	19.5	2,339.16	3,005.58	
1/31/2006	192,100	3.8%	692.00	19	2,366.65	3,058.65	6/30/2006	692.00	18.5	2,304.37	2,996.37	
1/31/2007	199,600	3.9%	719.02	18	2,329.63	3,048.65	6/30/2007	719.02	17.5	2,264.91	2,983.93	
1/31/2008	203,199	1.8%	731.98	17	2,239.87	2,971.86	6/30/2008	731.98	16.5	2,174.00	2,905.98	
1/31/2009	215,247	5.9%	775.39	16	2,233.11	3,008.50	6/30/2009	775.39	15.5	2,163.33	2,938.71	
1/31/2010	211,156	-1.9%	760.65	15	2,053.75	2,814.40	6/30/2010	760.65	14.5	1,985.29	2,745.94	
1/31/2011	214,205	1.4%	771.63	14	1,944.51	2,716.14	6/30/2011	771.63	13.5	1,875.07	2,646.70	
1/31/2012	223,326	4.3%	804.49	13	1,882.50	2,686.99	6/30/2012	804.49	12.5	1,810.10	2,614.59	
1/31/2013	227,056	1.7%	817.93	12	1,766.72	2,584.64	6/30/2013	817.93	11.5	1,693.10	2,511.03	
1/31/2014	230,359	1.5%	829.82	11	1,643.05	2,472.87	6/30/2014	829.82	10.5	1,568.37	2,398.19	
1/31/2015	234,030	1.6%	843.05	10	1,517.49	2,360.53	6/30/2015	843.05	9.5	1,441.61	2,284.66	
1/31/2016	233,366	-0.3%	840.66	9	1,361.86	2,202.52	6/30/2016	840.66	8.5	1,286.20	2,126.86	
1/31/2017	234,904	0.7%	846.20	8	1,218.52	2,064.72	6/30/2017	846.20	7.5	1,142.36	1,988.56	
1/31/2018	239,448	1.9%	862.56	7	1,086.83	1,949.40	6/30/2018	862.56	6.5	1,009.20	1,871.77	
1/31/2019	246,336	2.9%	887.38	6	958.37	1,845.75	6/30/2019	887.38	5.5	878.50	1,765.88	
1/31/2020	250,142	1.5%	900.98	5	810.88	1,711.86	6/30/2020	900.98	4.5	729.79	1,630.77	
1/31/2021	253,597	1.4%	913.53	4	657.74	1,571.28	6/30/2021	913.53	3.5	575.53	1,489.06	
1/31/2022	268,387	5.8%	966.81	3	522.08	1,488.89	6/30/2022	966.81	2.5	435.07	1,401.88	
1/31/2023	291,629	8.7%	1,050.54	2	378.19	1,428.73	6/30/2023	1,050.54	1.5	283.64	1,334.18	
1/31/2024	301,551	3.4%	1,086.28	1	195.53	1,281.81	6/30/2024	1,086.28	0.5	97.77	1,184.04	
1/31/2025	308,640	2.4%	1,111.82	0	-	1,111.82	6/30/2025	1,086.28				
			24,773.95		62,104.21	86,878.16		23,662.13		59,974.62	83,636.76	
			Total Due			170,514.92				Total Due		

LEVERENZ SITEPARKING LOT LEASE

Lease made as of the 1st day of April, 1992, by and between City of Sheboygan, herein referred to as "Landlord", and Heartland Affordable Housing - Sheboygan Leverenz, Inc., herein referred to as "Tenant".

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
DESCRIPTION OF PREMISES

Landlord leases to Tenant the premises located in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and described more particularly as follows:

See Schedule "A" Attached

SECTION TWO
TERM

The term of this lease is forty (40) years, beginning on September 1, 1992 and terminating on September 1, 2132.

SECTION THREE
RENT

The rent for the first year of occupancy under this lease is One Thousand Dollars (\$1,000.00). Tenant shall pay Landlord that amount in installments of Five Hundred Dollars (\$500.00) on January 31st and June 30th beginning on the next date following occupancy. Any amounts due as rent in default shall bear interest at the rate of eighteen (18%) percent per annum. All payments of rent shall be made at Landlord's place of business.

The rental specified in this lease agreement shall be subject to increase annually in accordance with the change in the Consumer Price Index. The Consumer Price Index shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups, and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor", using the year 1982-4 as a base of 100. The index for the month most recently published prior to occupancy shall be compared to the same month for the following year to determine the rate adjustment.

SECTION FOUR
USE OF PREMISES

The premises are to be used for the purposes of parking only. Tenant shall restrict its use to such purposes, and shall not use

or permit the use of the premises for any other purpose without the written consent of Landlord. The rent is based upon the limited use. The premises are to be solely used for parking and purposes related to parking by the residential and commercial tenants of the Leverenz development owned by Tenant, and located on property adjoining the premises.

SECTION FIVE
WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

SECTION SIX
TENANT'S COSTS

The lease shall be a net, net, net lease. All costs without limitation incurred relating to the premises during the term of the lease shall be paid by lessee and lessor shall be indemnified from any claims relating to the site.

SECTION SEVEN
REPAIRS AND MAINTENANCE

Tenant shall maintain the premises as a paved parking lot and keep it in good repair at its expense. Upon breach, Landlord shall have the right to perform any act required to be performed by Tenant. The cost thereof shall be assessed against the premises after notice and a reasonable time to cure.

SECTION EIGHT
DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

Tenant has inspected the premises and accepts the same as is. Landlord has made no representations or warranties regarding zoning, permits, or licenses or right to occupy except as specifically stated herein. Tenant shall surrender the premises at the end of the lease term, or any renewal thereof in the same condition as when Tenant took possession. Tenant shall be liable for all costs incurred as a result of failure to the Tenant to leave at termination or expiration of lease.

SECTION NINE
SIGNS INSTALLED BY TENANT

Tenant shall not construct or place signs, or other structures without the written consent of Landlord. If Tenant fails to remove signs, displays, advertisements, or decorations within ten (10) days after receiving written notice from Landlord to remove them, Landlord reserves the right to enter the premises and remove them at the expense of Tenant or such other remedies including declaration of default as are determined by the Landlord.

SECTION TEN
NON-LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be liable for liability or damage claims for injury to person or property from any cause relating to the occupancy of the premises by Tenant, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any extension thereof. Tenant shall indemnify Landlord from all liability, loss, or other damage claims or obligations resulting from any injuries or losses and provide proof of adequate insurance relating to Landlord's possible expense including additional insured provisions.

SECTION ELEVEN
ASSIGNMENT, SUBLEASE, OR LICENSE

Tenant may assign the premises, with any assignment or conveyance of the "Leverenz Project" during the term of the lease. Tenant may sublet the premises for parking purposes.

SECTION TWELVE
NOTICES AND DEMANDS

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a) In the case of the Tenant, is addressed to or delivered personally to the Tenant at 222 West Washington Avenue, Madison, Wisconsin 53703; and

b) In the case of the Landlord, is addressed to or delivered personally to the Landlord at 828 Center Avenue, Sheboygan, Wisconsin 53081

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SECTION THIRTEEN
BREACH

The appointment of a receiver to take possession of the assets of Tenant, a general assignment for the benefit of the creditors of Tenant, any action taken or allowed to be taken by Tenant under any bankruptcy act, the vacation or abandonment of the premises, or the failure of Tenant to comply with each and every term and condition of this lease shall constitute a breach of this lease.

In the event that Landlord elects to attempt to obtain Tenant's cure of the condition or conditions, Tenant shall have sixty (60) days after receipt of written notice from Landlord of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the sixty (60) day period, Tenant shall have a reasonable time to correct the default if action is commenced by Tenant within ten (10) days after receipt of the notice, except that with regard to payment of rent, Tenant shall have thirty (30) days to cure the default.

Breach of that certain Business Development Loan Agreement between The Alexander Company, Inc., and the Redevelopment Authority of Sheboygan, Wisconsin, dated December 26, 1991, and assigned to Tenant on December 26, 1991, and that certain Amendment No. 1 to Business Development Loan Agreement, by and between Landlord and Tenant, dated March 31, 1992, shall be deemed a breach of this Lease, and shall entitle Landlord to take any and all action allowed by this Lease or by applicable law.

SECTION FOURTEEN
ATTORNEY'S FEES

If Landlord files an action to enforce agreement contained in this lease, or for breach of any covenant or condition, Tenant shall pay Landlord reasonable attorney's fees for the services of Landlord's attorney in the action.

Dated as of the date and year first above written.

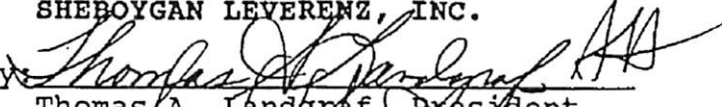
LANDLORD

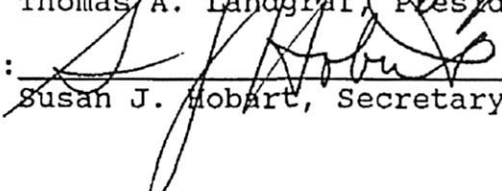
CITY OF SHEBOYGAN

By: _____

TENANT

**HEARTLAND AFFORDABLE HOUSING -
SHEBOYGAN LEVERENZ, INC.**

By: 
Thomas A. Landgraf, President

Attest: 
Susan J. Hobart, Secretary

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A
LEGAL DESCRIPTION

CASE NO. 25648

PARCEL 3: (Leasehold Estate)

That part of Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) of Block 177 of the Original Plat of the City of Sheboygan, in the City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as follows:

Commencing at a found chiseled "X" at the Southwest corner of said Block 177; thence along the South line of said Block 177, North 89° 57' 14" East, 141.32 feet to a found 3/4 inch iron pipe being the point of beginning; thence North 0° 12' 29" West, 90.60 feet to a found 3/4 inch iron pipe lying on the outside face of an existing building; thence along said outside building face the following courses:

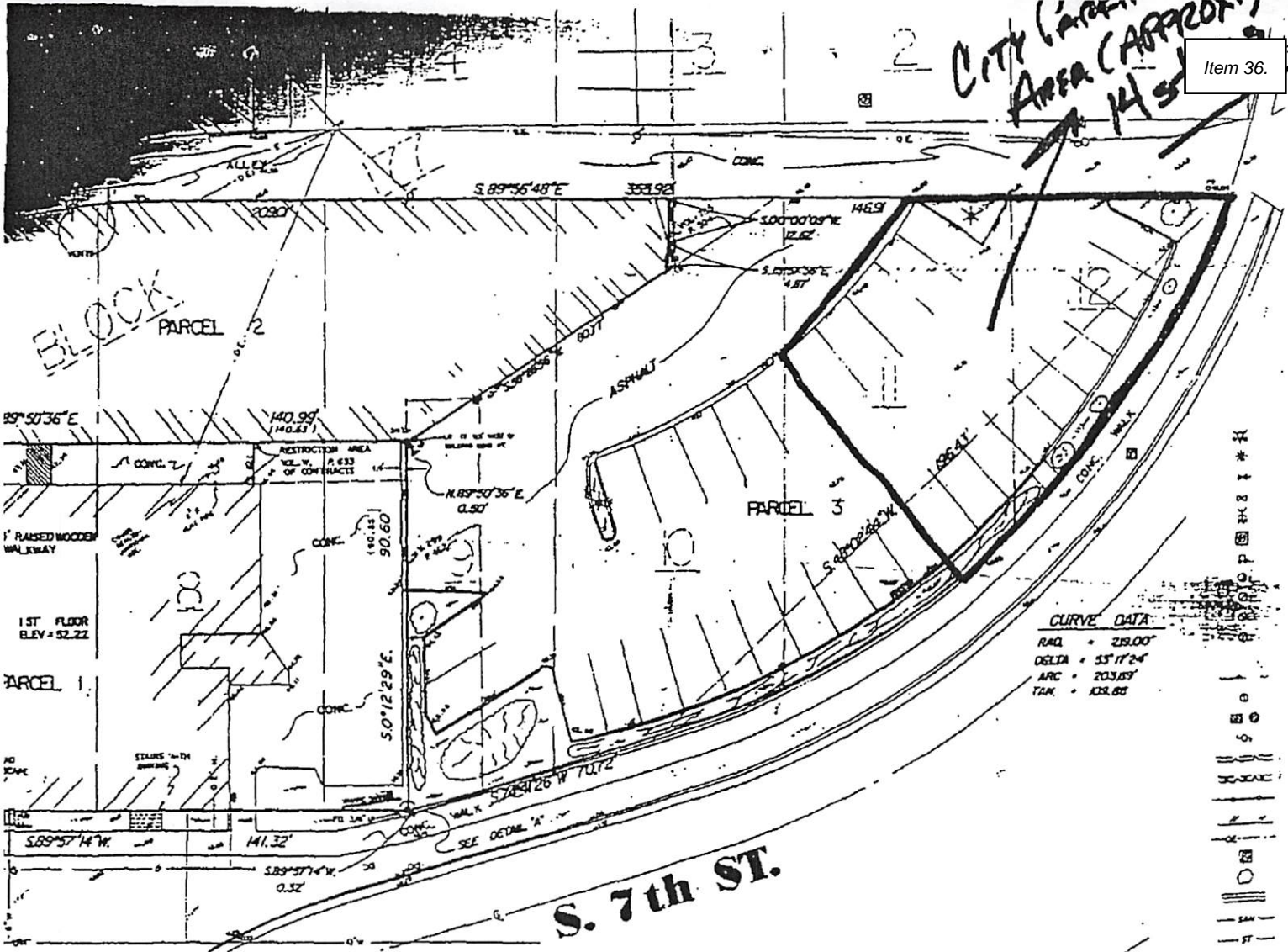
1. North 89° 50' 36" East, 0.50 feet;
2. North 53° 28' 56" East, 80.77 feet;
3. North 15° 57' 56" West, 4.87 feet;

thence leaving said building face, North 0° 00' 09" East, 12.62 feet to a point on the North line of said Lot 10; thence along the North line of said Lots 10, 11 and 12, South 89° 56' 48" East, 146.91 feet to a found chiseled "X" lying on the Northwesterly right-of-way line of the South 7th Street couplet as laid out and constructed in 1976 by the State of Wisconsin Department of Transportation - Division of Highways as Project No. 4956-0-13, said chiseled "X" being a point on a curve concave Northwesterly having a radius of 219.00 feet; thence Southwesterly along said right-of-way line, 203.69 feet along the arc of said curve, the long chord of which bears South 48° 02' 44" West, 196.43 feet to the point of tangency thereof; thence continuing along said right-of-way line, South 74° 41' 26" West, 70.72 feet to a point on said South block line; thence along said South block line, South 89° 57' 14" West to the point of beginning, except that property described as follows:

Beginning at the intersection of the South line of the East-West Alley of Original Plat Block 177 and the Northwesterly line of the 8th St.-7th St. Swing, thence N 89 Degrees, 56 Feet, 48 Inches West 84 Feet along the said South line, thence S 41 Degrees West 51 Feet, thence S 41 Degrees East 74 Feet to said Northwesterly line, thence Northeasterly along said Northwesterly line to the point of beginning.

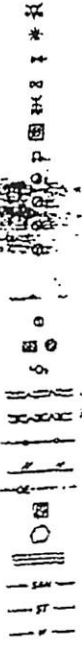
The parcel so excepted is generally depicted in the Site Plan attached hereto as Exhibit "B" and incorporated herein by reference.

CITY (AREA)
AREA (APPROX)
14 ST



CURVE DATA

RAD.	215.00'
DELTA	53° 17' 24"
ARC	203.89'
TAN	135.85'



S. 7th ST.

**CITY OF SHEBOYGAN
RESOLUTION 169-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 17, 2025.

A RESOLUTION vacating and discontinuing portions of North Commerce Street in the City of Sheboygan.

WHEREAS, pursuant to Wis. Stat. § 66.1003(4), the Common Council of the City of Sheboygan (the “Common Council”) declares that the public interest requires the vacation and discontinuance of the portions of North Commerce Street in the City of Sheboygan described and shown in the attached Exhibit A (the “Discontinued Property”); and

WHEREAS, the vacation and discontinuance of the Discontinued Property will not result in a landlocked parcel of property; and

WHEREAS, this Resolution was first introduced before the Common Council on February 17, 2025 (the “Resolution Introduction Date”); and

WHEREAS, the hearing on the passage of this Resolution is not less than forty (40) days after the Resolution Introduction Date; and

WHEREAS, a Lis Pendens was filed with the Register of Deeds for Sheboygan County on February 14, 2025, giving notice of the pendency of the application to vacate the Discontinued Property; and

WHEREAS, a Notice of Hearing was duly published in *The Sheboygan Press* on March 7, 2025, March 14, 2025, and March 21, 2025, a copy of said Notice was served more than thirty (30) days prior to the hearing on the passage of this Resolution in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the Discontinued Property or a waiver of notice thereof was received; and

WHEREAS, a public hearing was held before the Common Council on April 2, 2025 at 6:00 p.m. in the Sheboygan City Hall Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin; and

WHEREAS, [no written objection to said discontinuance and vacation as set forth in Wis. Stat. § 66.1003(4)(c) has been filed with the City Clerk/a written objection to said discontinuance and vacation was filed with the City Clerk as set forth in Wis. Stat. § 66.1003(4)(c), but at least two-thirds (2/3) of the members of the Common Council have voted in favor of said discontinuance and vacation].

NOW, THEREFORE, BE IT RESOLVED: That, in accordance with the authority vested in the City of Sheboygan by Wis. Stat. § 66.1003, and because the public interest requires it, the Common Council hereby vacates and discontinues the Discontinued Property.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

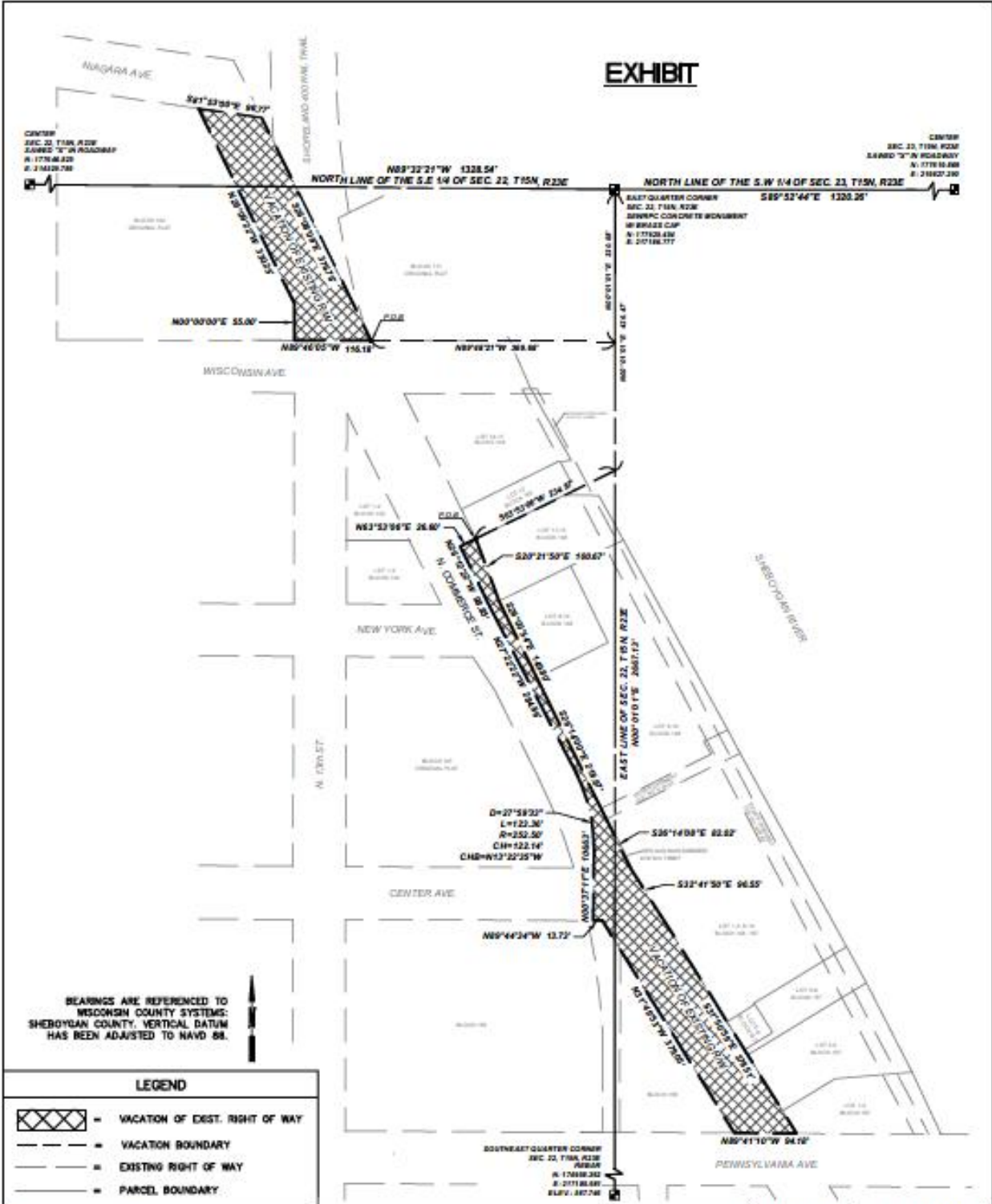
EXHIBIT A
LEGAL DESCRIPTION OF VACATION AND DISCONTINUANCE

PART OF THE RIGHT OF WAY FOR NORTH COMMERCE STREET ADJACENT TO BLOCKS 148, 157, AND 158, ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, LOCATED IN THE SE1/4 OF THE NE1/4 AND THE NE1/4 OF THE SE1/4 OF SECTION 22, ALSO THE SW1/4 OF THE SW1/4 OF SECTION 23 IN TOWN 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SEC. 22, T15N, R23E; THENCE S00°01'01"W ON AND ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22, 426.47 FEET; THENCE S63°53'06"W 234.87 FT TO A POINT ON THE EAST LINE OF NORTH COMMERCE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S20°21'50"E ON AND ALONG THE EAST LINE OF NORTH COMMERCE STREET 100.67 FEET; THENCE S26°03'54"E ON AND ALONG SAID EAST LINE 149.80 FEET; THENCE S26°14'00" ON AND ALONG SAID EAST LINE 218.67 FEET; THENCE S26°14'08"E 82.02 FEET; THENCE S32°41'50"E ON AND ALONG SAID EAST LINE 96.55 FEET; THENCE S31°50'59"E ALONG SAID EAST LINE 378.51 FEET TO A POINT AT THE INTERSECTION OF THE EAST LINE OF NORTH COMMERCE STREET AND THE NORTH LINE OF PENNSYLVANIA AVENUE; THENCE N89°41'10"W ON AND ALONG THE EXTENSION OF THE NORTH LINE OF SAID PENNSYLVANIA AVENUE 94.18 FEET TO THE INTERSECTION WITH THE WEST LINE OF NORTH COMMERCE STREET; THENCE N31°49'53"W ON AND ALONG SAID WEST LINE 379.05 FEET TO THE INTERSECTION OF THE SOUTH LINE OF CENTER AVENUE; THENCE N89°44'34"W ON AND ALONG THE SOUTH LINE OF CENTER STREET 13.73 FEET; THENCE N00°37'11"E 106.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 252.50 FEET AND A CHORD BEARING N13°22'35"W 122.14 FEET; THENCE ALONG THE ARC OF SAID CURVE 123.36 FEET TO A POINT; THENCE N27°22'22"W 284.86 FEET TO A POINT; THENCE N26°12'22"W 98.85 FEET; THENCE N63°53'06"E 26.60 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINING APPROXIMATELY 46,483.4 SQ. FT. OR 1.07 ACRES.

ALSO

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 22, T15N, R23E; THENCE S00°01'01"W ON AND ALONG THE EAST LINE OF SECTION 22, 230.68 FEET; THENCE N89°48'21"W 369.68 FEET TO A POINT BEING THE INTERSECTION OF THE EAST LINE OF NORTH COMMERCE STREET AND THE NORTH LINE OF WISCONSIN AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°46'05"W 116.18 FEET TO THE INTERSECTION OF THE WEST LINE OF NORTH COMMERCE STREET AND THE NORTH LINE OF WISCONSIN AVENUE; THENCE N00°00'00"E ON AND ALONG THE WEST LINE OF NORTH COMMERCE STREET 55.00 FEET TO A POINT ON SAID WEST LINE; THENCE N26°09'22"W ALONG SAID WEST LINE 330.25 FEET; THENCE S81°53'00"E 96.77 FEET TO A POINT ON THE EAST LINE OF NORTH COMMERCE STREET; THENCE S26°08'08"E ON AND ALONG THE EAST LINE OF NORTH COMMERCE STREET 376.76 FEET TO THE POINT OF BEGINNING; SAID LANDS CONTAINING APPROXIMATELY 31,444.3 SQ. FT. OR 0.72 ACRES.



BEARINGS ARE REFERENCED TO WISCONSIN COUNTY SYSTEMS: SHEBOYGAN COUNTY. VERTICAL DATUM HAS BEEN ADJUSTED TO NAVD 88.

LEGEND	
	VACATION OF EXIST. RIGHT OF WAY
	VACATION BOUNDARY
	EXISTING RIGHT OF WAY
	PARCEL BOUNDARY

<p>VACATION OF EXISTING RIGHT OF WAY</p> <p>788 N. JEFFERSON ST., #900 MILWAUKEE, WI 53202 kapurinc.com</p>	<p>N. COMMERCE ST., SHEBOYGAN, WI 53081</p>	REVISIONS:	DATE: 12/02/2024
		1 12/02/24	SCALE: 1" = 200'
DRAWN: BS		SHEET NUMBER: <p style="font-size: 24pt; text-align: center;">1 of 2</p>	

**CITY OF SHEBOYGAN
R. C. 213-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

FEBRUARY 17, 2025.

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

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 161-24-25 SUBS. OF
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 17, 2025.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Roger G. Miller, et al. v. City of Sheboygan Plan Commission, et al., and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Boardman & Clark LLP as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Roger G. Miller, et al., Sheboygan County Circuit Court Case No. 2025CV00072.

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 161-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 10, 2025.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Roger G. Miller, et al. v. City of Sheboygan Plan Commission, et al., and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Lawrie J. Kobza of Boardman & Clark LLP as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Roger G. Miller, et al., Sheboygan County Circuit Court Case No. 2025CV00072.

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
R. C. 214-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

FEBRUARY 17, 2025.

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

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 35-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 3, 2025.

AN ORDINANCE amending the Sheboygan Municipal Code so as to move Housing Rehabilitation Loan Program responsibilities to the Finance and Personnel Committee.

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

SECTION 1: AMENDMENT “DIVISION 2-VII-3 Reserved” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VII-3 ~~Reserved~~ DEVELOPMENT AND REHABILITATION

SECTION 2: ADOPTION “Sec 2-890 Housing Rehabilitation” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 2-890 Housing Rehabilitation(*Added*)

- (a) The finance and personnel committee shall oversee the city's housing rehabilitation loan program, including making policies and approving loans related to the program.
- (b) Any person whose application for a loan under the city's housing rehabilitation loan program is denied by the finance and personnel committee may request in writing a review of the matter by the common council. Upon such request, the common council shall, within sixty days, review the loan and decide to uphold the decision, grant the loan, or refer it back to the committee for reconsideration.

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 take effect after its passage and publication according to law, and as of April 15, 2025.

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. 215-24-25**

BY PUBLIC WORKS COMMITTEE.

FEBRUARY 17, 2025.

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

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 158-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION authorizing Lakeshore Child Advocacy Center to sublease a portion of their office space within Uptown Social senior community center located at 1817 N. 8th Street, Sheboygan, to CASA Sheboygan.

WHEREAS, Lakeshore Child Advocacy Center (“LCAC”) holds a lease for approximately 5,430 square feet of building space within Uptown Social located at 1817 N. 8th Street, Sheboygan, which they utilize for local branch operations; and

WHEREAS, LCAC is not fully utilizing the leased premises and desires to sublease a portion of the space to CASA of East Central Wisconsin (“CASA”), a nonprofit providing specially selected and trained volunteers as advocates for abused and neglected children who are under the jurisdiction of the juvenile justice system in Manitowoc and Sheboygan Counties, for use as a Sheboygan County branch location; and

WHEREAS, the lease agreement between the City and LCAC includes a limitation on sublease requiring City approval prior to entering into any sublease agreement; and

WHEREAS, the City acquired 1817 N. 8th Street with the financial assistance of a U.S. Housing and Urban Development Section 108 Loan Guarantee Program Community Development Block Grant for the purpose of developing a senior community center and maintaining space to rent to additional public service providers for the City’s benefit; and

WHEREAS, CASA’s operations qualify as a public service under the terms of the Section 108 Loan Guarantee Program.

NOW, THEREFORE, BE IT RESOLVED: That the City approves LCAC's request to enter into a sublease agreement with CASA for a portion of the leased premises at Uptown Social contingent upon City Attorney approval.

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. 221-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

Your Committee to whom was referred Gen. Ord. No. 36-24-25 by Alderperson Belanger amending Section 101-19 of the Sheboygan Municipal Code to add a person with architectural experience to the Plan Commission; recommends adopting the Ordinance.

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 36-24-25**

BY ALDERPERSON BELANGER.

FEBRUARY 3, 2025.

AN ORDINANCE amending Section 101-19 of the Sheboygan Municipal Code so as to add a person with architectural experience to the Plan Commission.

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

SECTION 1: AMENDMENT “Sec 101-19 Composition” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 101-19 Composition

The city plan commission shall consist of the mayor, who shall be its presiding officer, the city engineer, an alderperson and four citizens so that the commission shall at all times consist of seven members. Citizen members shall be ~~the~~ persons of recognized experience and qualifications. At least one citizen member shall be an architect, including landscape architects, or have special training and experience in matters related to the planning, design, and construction of buildings.

(Code 1997, § 86-31; Ord. No. 2-07-08, § 1, 6-4-2007)

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 take effect after its passage and publication according to law, and as of April 15, 2025.

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. 225-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 17, 2025.

Your Committee to whom was referred R. O. No. 108-24-25 by City Clerk submitting various license applications; recommends granting and/or denying the licenses with caveats (*):

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3678	1211 Indiana Laundromat LLC (Avon Laundromat)	1211 Indiana Avenue

*Deny. The 1211 Indiana Laundromat LLC Class “B” Beer License was recommended for denial by the LHPS Committee as the Committee believes that the business would be detrimental to the community. The Committee used the following factors in coming to its decision: proximity to other licensed establishments, to residential complexes or areas, to public buildings, and to unlicensed businesses; the level of community, neighborhood, and aldermanic support for, or opposition to the establishment; and the ability of the license applicant to show that operation of its premises is not detrimental to the community.

CIGARETTE/TOBACCO (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3712	Plymouth Retail LLC (Greenhouse)	501 N. 8 th Street #111

*Grant application with Warning.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J’s Hotspot	1823 N. 12 th Street – One day event to be held 3/01/25: to include the current premise and the parking lot to the South and East of the building.

3445 J & J's Hotspot

1823 N. 12th Street – One day event to be held 4/26/25: to include the current premise and the parking lot to the South and East of the building.

*Grant both Change of Premise applications.

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. 108-24-25**

BY CITY CLERK

FEBRUARY 3, 2025

Submitting various license applications.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3678	1211 Indiana Laundromat LLC (Avon Laundromat)	1211 Indiana Avenue

CIGARETTE/TOBACCO (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3712	Plymouth Retail LLC (Greenhouse)	501 N. 8 th Street #111

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J’s Hotspot	1823 N. 12 th Street – One day event to be held 3/01/25: to include the current premise and the parking lot to the South and East of the building.
3445	J & J’s Hotspot	1823 N. 12 th Street – One day event to be held 4/26/25: to include the current premise and the parking lot to the South and East of the building.

**CITY OF SHEBOYGAN
R. O. 109-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 3, 2025.

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

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 32-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial 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 to Class Urban Industrial Classification:

Property located at N. Commerce Street – Parcel No. 59281501550:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

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.

ASSESSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

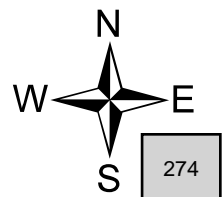
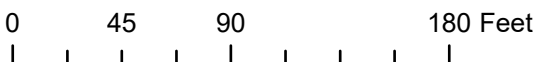
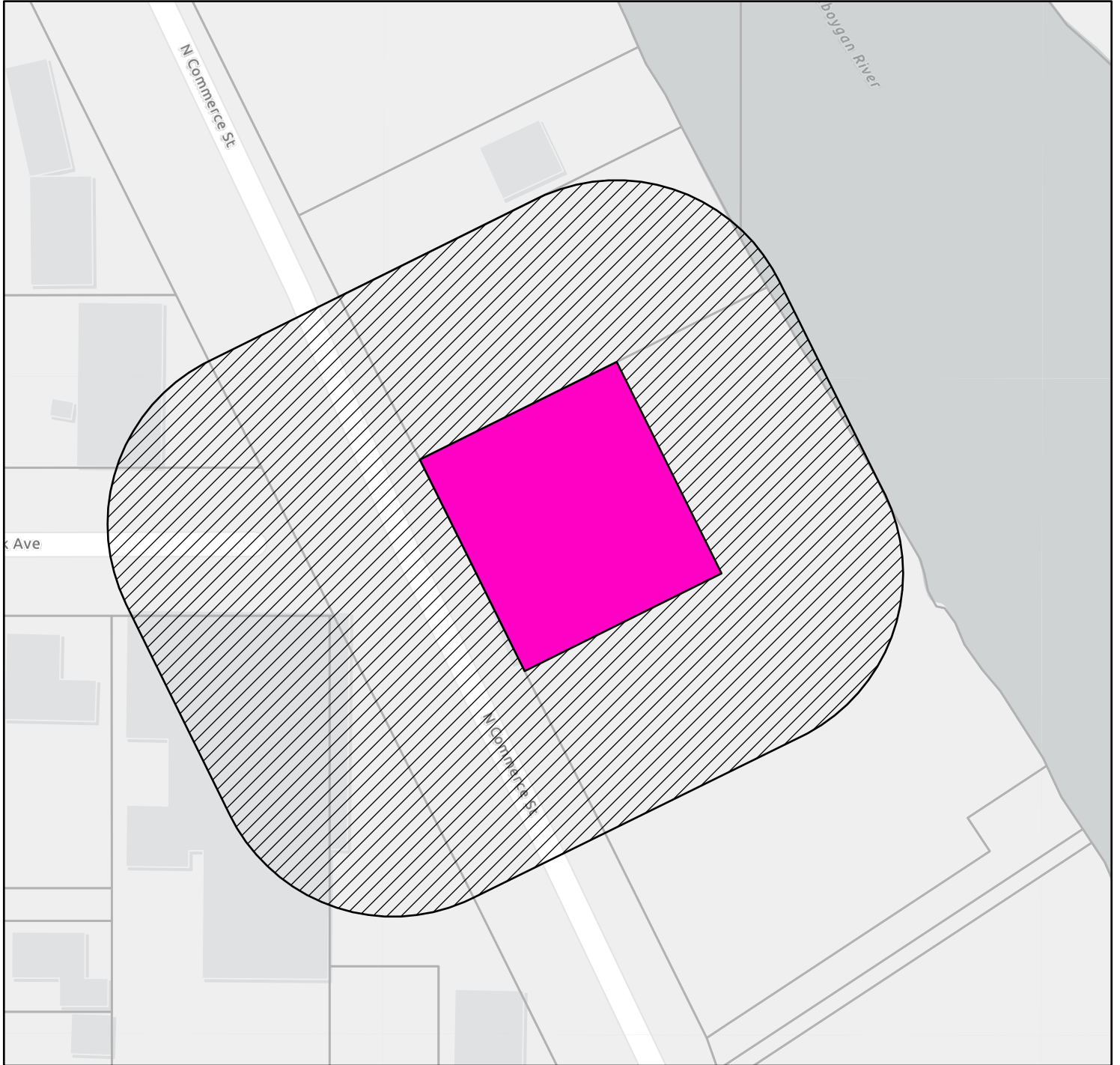
Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
R. O. 100-24-25**

BY CITY CLERK

JANUARY 20, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification.

OFFICE USE ONLY	Item 43.
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: RDA of the 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: Parcel # 59281501550
 LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281501550 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Industrial

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 merged with parcels to the north to create a larger parcel to build an apartment building as the City is lacking in housing units per the City's 2021 Affordable Housing Market Study.

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, residential, and industrial. The zoning change will allow for additional multi-family units to serve the area.

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.

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-Peweski
APPLICANT'S SIGNATURE

1-13-2025
DATE

Roberta Filicky-Peweski, RDA chair
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.

**CITY OF SHEBOYGAN
R. O. 110-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 3, 2025.

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

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 31-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial 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 to Class Urban Industrial Classification:

Property located at N. Commerce Street – Parcel No. 59281501600:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

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.

ASSESSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

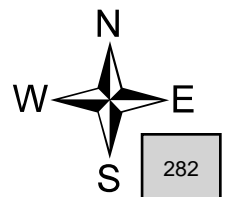
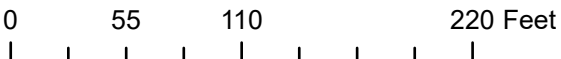
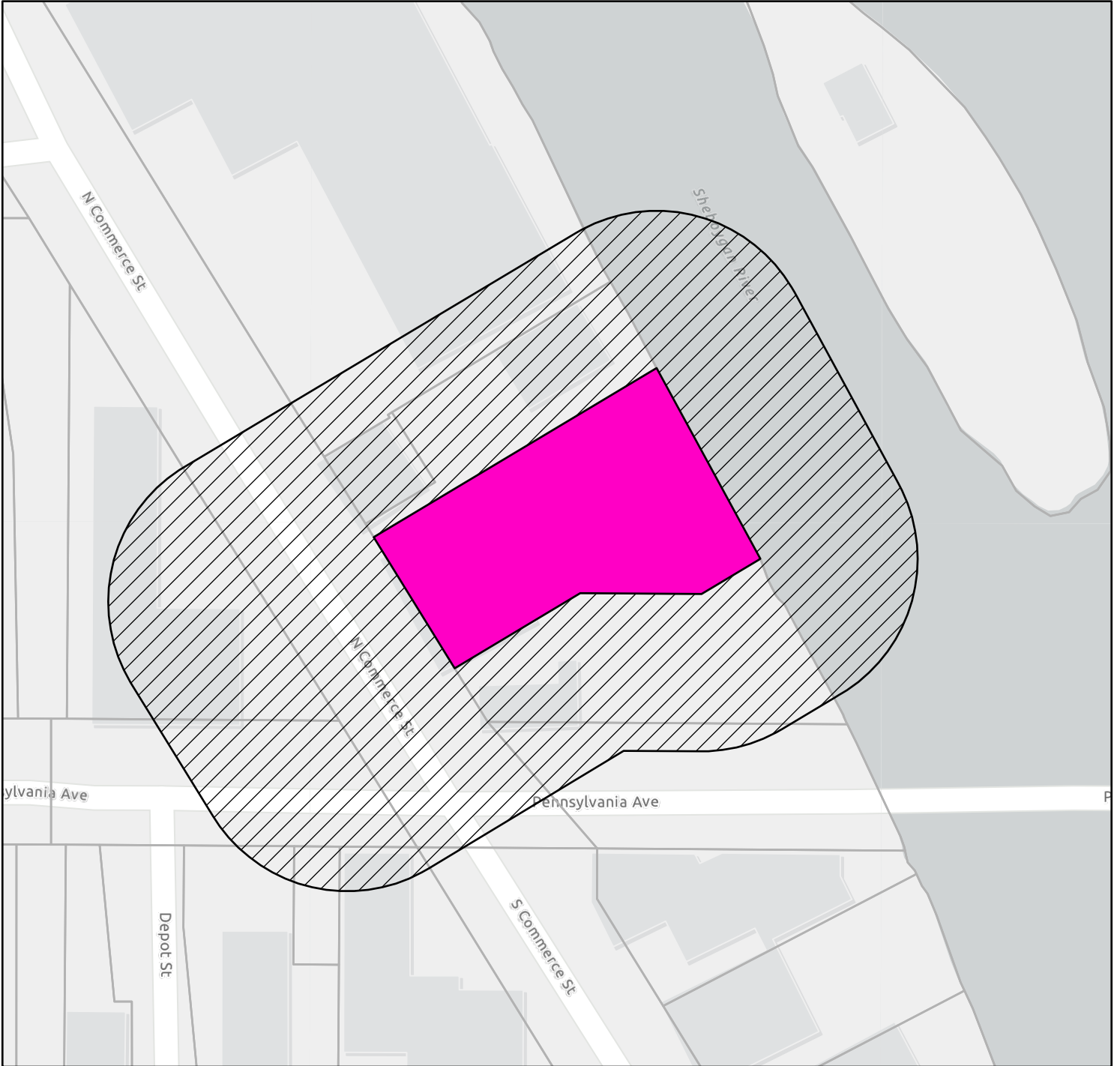
Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

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**CITY OF SHEBOYGAN
R. O. 99-24-25**

BY CITY CLERK

JANUARY 20, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial 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

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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: Parcel # 59281501600

LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281501600 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Industrial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Vacant Parcel

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Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

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