



SIXTH REGULAR COMMON COUNCIL MEETING AGENDA

June 19, 2023 at 6:00 PM

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

"Summertime is always the best of what might be." - Charles Bowden

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 6th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, June 19, 2023 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**
2. **Pledge of Allegiance**
3. **Approval of Minutes**
Fifth Regular Council Meeting held on June 5, 2023
4. **Resignation**
Paul Gottsacker from the Historical Preservation Committee
5. **Mayoral Appointments**
John Donovan, Ryan Sorenson, and Kurt Zempel to the Joint Municipal Court Advisory Committee
Randy Meyer to the Senior Service Commission.
6. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
7. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. **Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
9. **R. O. No. 19-23-24 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.**

- [10.](#) R. C. No. 23-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 12-23-24 by City Clerk submitting a Petition for Review received from the State of Wisconsin Tax Appeals Commission in the matter of Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue; recommends filing the document.
- [11.](#) R. C. No. 24-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 16-23-24 by Alderpersons Mitchell and Perrella authorizing an amendment to the Offer to Purchase regarding 1214 South 11th Street approved by council via Res. No. 133-22-23; recommends adopting the Resolution.
- [12.](#) R. C. No. 25-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 3-23-24 by City Clerk submitting various license applications; recommends granting license no. 3475 (Mi Ranchito) with stipulations.
- [13.](#) R. C. No. 26-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 16-23-24 by City Clerk submitting various license applications; recommends granting all license applications except license no. 3007 (Ananda Marketing LLC) to be granted with a warning.
- [14.](#) R. C. No. 27-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 17-23-24 by City Clerk submitting various license applications; recommends granting all license applications.
- [15.](#) R. C. No. 29-23-24 by Public Works Committee to whom was referred Res. No. 18-23-24 by Alderpersons Dekker and Rust authorizing the Director of Public Works to take necessary actions to receive a grant from Alliant Energy and a grant from Restoration of Our Trees Sheboygan for the purchase and planting of municipal trees and authorizing an adjustment to the 2023 budget; recommends adopting the Resolution.
- [16.](#) R. C. No. 31-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 6-23-24 by Alderpersons Dekker and Rust repealing portions of Section 21 of Subs. of Gen. Ord. 28-14-15, relating to certain parking restrictions on the east side of the 2200 block of North 5th Street and the 400 block of Euclid Avenue; recommends adopting the Ordinance.
- [17.](#) R. C. No. 32-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 7-23-24 by Alderpersons Dekker and Rust repealing Section 11 of Subs. of Gen. Ord. 28-14-15 and Gen. Ord. 25-03-04, relating to parking restrictions on the north side of the 1600 block of Illinois Avenue; recommends adopting the Ordinance.

REPORT OF OFFICERS

- [18.](#) R. O. No. 18-23-24 by City Clerk submitting a claim from Deon Johnson for alleged damages to vehicle from a scratch by the police dog. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [19.](#) R. O. No. 20-23-24 by City Clerk submitting a claim from James and Alice Wilsing for alleged damages to their fence from snow. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [20.](#) R. O. No. 21-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [21.](#) R. O. No. 22-23-24 by City Clerk submitting a claim from Leah V. Zinkgraf for alleged damages to vehicle from potholes on 5th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

- [22.](#) Res. No. 22-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into contract with the Wisconsin Economic Development Corporation for the purpose of receiving financial assistance through the 2023 Vibrant Spaces Grant to be used in revitalizing and energizing the Uptown Parklet in partnership with neighboring businesses. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [23.](#) Res. No. 23-23-24 by Alderpersons Dekker and Rust informing the Wisconsin Department of Natural Resources (WDNR) that the 2022 Compliance Maintenance Annual Report (CMAR) has been reviewed. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [24.](#) Res. No. 19-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to execute the Clinical Affiliation Agreement between the City of Sheboygan and Lakeshore Technical College with regard to providing students with supervised clinical experiences at City of Sheboygan Fire Department clinical education sites. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [25.](#) Res. No. 20-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Bay-Lake Regional Planning Commission to update the Sheboygan Urbanized Area Sewer Service Plan and authorizing payment for such services. REFER TO PUBLIC WORKS COMMITTEE
- [26.](#) Res. No. 21-23-24 by Alderpersons Mitchell and Filicky-Peneski appointing Bond Trust Services Corporation as fiscal agent in connection with certain outstanding obligations. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- [27.](#) R. C. No. 28-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 15-23-24 by Alderpersons Salazar and Felde approving the 2023 Mercury Racing Midwest Challenge and waiving the speed restrictions outlined in 2023 Sheboygan Municipal Code § 60-68 for motorboats during their participation in race activities; recommends adopting the Resolution.
- [28.](#) R. C. No. 30-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 4-23-24 by Alderpersons Dekker and Rust amending Section 8-16 of the 2023 Sheboygan Municipal Code relating to allowing pets in parks and on public grounds; recommends adopting the Ordinance.

GENERAL ORDINANCES

- [29.](#) Gen. Ord. No. 8-23-24 by Alderpersons Dekker and Rust amending Sec 60-131 of the 2023 Sheboygan Municipal Code (1997 Code sec. 134-181) so as to prohibit use of the city-owned boat launches during the Mercury Midwest Challenge Event. REFER TO PUBLIC WORKS COMMITTEE
- [30.](#) Gen. Ord. No. 9-23-24 by Alderpersons Salazar and Felde amending Sec 38-27 of the 2023 Sheboygan Municipal Code (1997 Code sec. 1-28) so as to delete certain fees. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

MATTERS LAID OVER

- [31.](#) Res. No. 14-23-24 by Alderperson Dekker amending the boundaries of the James Madison Neighborhood Association and renaming it as the James Madison-Veterans Park Neighborhood Association.

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

- 32.** MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session; to wit: discussions regarding potential options related to a contract for the operation of the Sheboygan Marina.

ADJOURN MEETING

- 33.** Motion to Adjourn

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

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

CITY OF SHEBOYGAN**FIFTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, June 05, 2023**

OPENING OF MEETING**1. Roll Call**

Alderspersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, and Rust – 8.
Alderspersons excused: Perrella and Salazar – 2.

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

Fourth Regular Council Meeting held on May 15, 2023

MOTION TO APPROVE MINUTES FROM THE FOURTH REGULAR COUNCIL MEETING HELD MAY 15, 2023

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

4. Resignation

Natasha L. Torry as Sheboygan Area Municipal Judge effective July 31, 2023.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

5. Resignations

Karen Kober from the Senior Services Commission effective immediately.

Carolyn Miesfeld from the Mayor's International Committee effective immediately.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

6. Confirmation of Mayoral Appointments

Jeanne Pfeiffer as the Sheboygan Area School District's trustee to Mead Public Library Board

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

7. Public Forum

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

8. Presentation

LUCAS Devices (AFG FEMA Grant purchase)

9. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

11. R. O. No. 7-23-24 by Board of Water Commissioners submitting a copy of the 2022 Wisconsin Public Service Commission of Wisconsin Annual Report on the Sheboygan Water Utility.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

12. R. O. No. 14-23-24 by Mead Public Library Board of Trustees submitting a Resolution in recognition of the service of Amanda Salazar to Mead Public Library.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

13. R. O. No. 13-23-24 by Mead Public Library Board of Trustees submitting a Resolution in memory of the late Chris Campe and her 10 years of service to Mead Public Library.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

14. R. O. No. 10-23-24 by City Clerk submitting an application for private well permit from Dennis Beske located at 2612 Mill Road.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

15. R. C. No. 20-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 6-23-24 by City Clerk submitting various license applications; recommends granting the license application with caveats.

MOTION TO RECEIVE AND FILE THE R. C. AND GRANT THE APPLICATION WITH CAVEATS

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

16. R. C. No. 21-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 2-23-24 by Alderpersons Dekker and Rust creating a no parking zone on the east side of South 12th Street north of Kentucky Avenue; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

17. R. C. No. 22-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 3-23-24 by City Clerk submitting various license applications; recommends granting the license applications listed with caveats.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

REPORT OF OFFICERS

18. R. O. No. 15-23-24 by City Clerk submitting a Summons and Complaint in the matter of Bank United, N.A. vs. Joseph P. Champeau et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
19. R. O. No. 9-23-24 by City Clerk submitting a Notice of Injury from Jacobs Injury Law, S.C. regarding alleged injuries to their client, Robert Autman. REFER TO FINANCE AND PERSONNEL COMMITTEE
20. R. O. No. 8-23-24 by City Clerk submitting a Summons and Complaint in the matter of Wisconsin Consumer Credit vs. Eduardo Angel Hernandez et. al. REFER TO FINANCE AND PERSONNEL COMMITTEE
21. R. O. No. 16-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
22. R. O. No. 12-23-24 by City Clerk submitting a Petition for Review received from the State of Wisconsin Tax Appeals Commission in the matter of Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. R. O. No. 11-23-24 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. 75-521 by Sheboygan County, List of Tax Liens for 2018 and 2019. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

24. Res. No. 17-23-24 by Alderpersons Dekker and Salazar authorizing the appropriate City officials to authorize payment to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

25. Res. No. 14-23-24 by Alderperson Dekker amending the boundaries of the James Madison Neighborhood Association and renaming it as the James Madison-Veterans Park Neighborhood Association. LAYS OVER
26. Res. No. 15-23-24 by Alderpersons Salazar and Felde approving the 2023 Mercury Racing Midwest Challenge and waiving the speed restrictions outlined in 2023 Sheboygan Municipal Code § 60-68 for motorboats during their participation in race activities. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
27. Res. No. 18-23-24 by Alderpersons Dekker and Rust authorizing the Director of Public Works to take necessary actions to receive a grant from Alliant Energy and a grant from Restoration of Our Trees

Sheboygan for the purchase and planting of municipal trees and authorizing an adjustment to the 2023 budget. REFER TO PUBLIC WORKS COMMITTEE

Item 3.

28. Res. No. 16-23-24 by Alderpersons Mitchell and Perrella authorizing an amendment to the Offer to Purchase regarding 1214 South 11th Street approved by council via Res. No. 133-22-23. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

29. R. C. No. 14-23-24 by Finance and Personnel Committee to whom was referred Res. No. 9-23-24 by Alderpersons Dekker and Salazar authorizing a budget amendment and establishing an internship budget item in the Mayor's office; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Mitchell.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

30. R. C. No. 15-23-24 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 11-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a Redevelopment Agreement with Partners for Community Development, Inc. for the rehabilitation of 14 residential buildings for low-income housing and authorizing the Finance Director to issue a \$200,000 payment to Partners for Community Development, Inc. to assist in the rehabilitation efforts; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

31. R. C. No. 16-23-24 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 12-23-24 by Alderpersons Mitchell and Filicky-Peneski supporting the waiver of certain judgment liens filed on behalf of the City against properties owned by William Sukowaty; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

32. R. C. No. 17-23-24 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 13-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2023 budget to fund a KM International asphalt hotbox reclaimer; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

33. R. C. No. 18-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 3-23-24 by Alderpersons Salazar and Felde adopting, enacting, and republishing the Code for the Code of Ordinances of Sheboygan, Wisconsin; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and this ordinance shall become effective; recommends adopting the Ordinance.

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

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

34. R. C. No. 19-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Direct Referral Res. No. 10-23-24 by Alderpersons Salazar and Felde establishing a Joint Municipal Court Advisory Committee to identify qualified candidates for interim appointment as the Sheboygan Area Municipal Court Judge; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

GENERAL ORDINANCES

35. Gen. Ord. No. 5-23-24 by Alderpersons Dekker and Rust repealing various ordinances so as to remove the one-way street designation for South 19th Street, South 20th Street, South 21st Street, South 22nd Street, South 23rd Street, and South 24th Street between Indiana Avenue and Georgia Avenue; removing parking on the west side of South 19th Street, South 20th Street, South 21st Street, South 22nd Street, and South 24th Street between Indiana Avenue and Georgia Avenue; and removing parking on the east side of South 23rd Street between Indiana Avenue and Georgia Avenue.

MOTION TO SUSPEND THE RULES AND ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

36. Gen. Ord. No. 4-23-24 by Alderpersons Dekker and Rust amending Section 8-16 of the 2023 Sheboygan Municipal Code relating to allowing pets in parks and on public grounds. REFER TO PUBLIC WORKS COMMITTEE
37. Gen. Ord. No. 6-23-24 by Alderpersons Dekker and Rust repealing portions of Section 21 of Subs. of Gen. Ord. 28- 14-15, relating to certain parking restrictions on the east side of the 2200 block of North 5th Street and the 400 block of Euclid Avenue. REFER TO PUBLIC WORKS COMMITTEE
38. Gen. Ord. No. 7-23-24 by Alderpersons Dekker and Rust repealing Section 11 of Subs. of Gen. Ord. 28- 14-15 and Gen. Ord. 25-03-04, relating to parking restrictions on the north side of the 1600 block of Illinois Avenue. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

39. R. O. No. 17-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

40. Motion to Adjourn

MOTION TO ADJOURN AT 6:31 PM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Ramey, Rust – 8.

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

Item 3.

June 19, 2023

Resignation

Paul Gottsacker from the Historical Preservation Committee effective immediately.



June 15th 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- John Donovan to be considered for appointment to the Joint Municipal Court Advisory Committee
- Ryan Sorenson to be considered for appointment to the Joint Municipal Court Advisory Committee
- Kurt Zempel to be considered for appointment to the Joint Municipal Court Advisory Committee
- Randy Meyer to be considered for appointment to the Senior Service Commission

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

 R. O. No. 19 - 23 - 24. By BOARD OF LICENSE EXAMINERS.
June 19, 2023.

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

35126	Verlin C Wicker 110 Rangeline Rd Kohler, WI 53044-1202	Carpenter Accessory Contractor
40409	Brian M Koehler W3939 Linden Ct Malone, WI 53049-1700	Carpenter Contractor
45985	Tommy J Mathis 1614 S 9 th St Sheboygan, WI 53081-5837	Carpenter Contractor

BOARD OF LICENSE EXAMINERS

R. C. No. 23 - 23 - 24. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2023.

Your Committee to whom was referred R. O. No. 12-23-24 by City Clerk submitting a Petition for Review received from the State of Wisconsin Tax Appeals Commission in the matter of Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue; recommends filing the document.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

R. O. No. 12 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting a Petition for Review received from the State of Wisconsin Tax Appeals Commission in the matter of Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue.

FHP

CITY CLERK

STATE OF WISCONSIN
TAX APPEALS COMMISSION

COPY

GEORGIA-PACIFIC CORRUGATED, LLC,

DOCKET NO. 23-MP-119

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matter
as follows:

Item Received: Petition and Filing Fee

Date Received: April 24, 2023

By: Courier

Filing Fee Received: \$25

The docket number shown above is assigned to this matter and should be
placed on all subsequent correspondence.

Copies of your petition are being sent to the Office of General Counsel of
the Wisconsin Department of Revenue and the clerk of the municipality listed on the
Notice of Determination, if the Determination is present.

Dated at Madison, Wisconsin, this 26th day of April, 2023.

WISCONSIN TAX APPEALS COMMISSION



Lilliandra Allison, Clerk
WI Tax Appeals Commission
101 E. Wilson Street, 5th Floor
Madison, WI 53703
(608)-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Don M. Millis
Meredith Debruin, City of Sheboygan, w/ enc.
Wisconsin Dept. of Revenue w/enc.

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608-229-2200
Facsimile: 608-229-2100
reinhartlaw.com

April 24, 2023

DELIVERED BY MESSENGER

Ms. Lilliandra Allison, Clerk
Wisconsin Tax Appeals Commission
DOA Building, 5th Floor
101 E. Wilson Street
Madison, WI 53703

Dear Ms. Allison:

FILED

APR 24 2023

Wisconsin Tax Appeals Commission
Nicole Allee - Legal Assistant

23-MP-119

Re: *Georgia-Pacific Corrugated, LLC*
Appeal No. 81-097-PPO-22

Enclosed please find an original and four copies of a Petition for Review filed in the above-referenced matter, along with the appropriate filing fee. Please date stamp the copy and return it to the awaiting messenger.

Thank you for your attention to this matter. Please contact me if you have any questions.

Sincerely,



Don M. Millis

Encs.

49331517

COPY

Georgia-Pacific Corrugated LLC
Tax Dept.
P.O. Box 105681
Atlanta, GA 30348-5681

PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY

(Personal Property Assessment)

(~~Real Property Assessment~~)

(~~Manufacturing Penalty Assessment~~)

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708

Respondent.

23-MP-119

APR 24 2023

Wisconsin Tax Appeals Commission
Nicole Allee - Legal Assistant

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: March 8, 2023

1.	Full name, address & telephone number of petitioner: Georgia-Pacific Corrugated LLC Attn: Sasha Oberbeck - Property Tax P.O. Box 105681 Atlanta, GA 30348-5681	2.	Computer nos. shown on Assessment notice: 81-59-281-P-000013314												
3.	Address of personal property: 1927 Erie Avenue	4.	Assessment date: 06/13/2022												
5.	Value as determined by the State Board of Assessors: (Personal Property Assessment Only)														
	<table border="1"> <tr> <td>Manufacturer's stock</td> <td>Furniture & fixtures</td> </tr> <tr> <td></td> <td>\$58,900</td> </tr> <tr> <td>Boats & watercraft</td> <td>All others</td> </tr> <tr> <td></td> <td>\$500</td> </tr> <tr> <td>Machinery & equipment</td> <td>Total value</td> </tr> <tr> <td>\$379,200</td> <td>\$438,600</td> </tr> </table>			Manufacturer's stock	Furniture & fixtures		\$58,900	Boats & watercraft	All others		\$500	Machinery & equipment	Total value	\$379,200	\$438,600
Manufacturer's stock	Furniture & fixtures														
	\$58,900														
Boats & watercraft	All others														
	\$500														
Machinery & equipment	Total value														
\$379,200	\$438,600														
6.	Value as determined by the State Board of Assessors: (Real Property Assessment Only)														
	<table border="1"> <tr> <td>Land</td> <td></td> </tr> <tr> <td>Improvement</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>			Land		Improvement		Total							
Land															
Improvement															
Total															
7.	Penalty amount: (Manufacturing Penalty Assessment Only)														
	Date Wisconsin Standard Manufacturing Property Report Form was filed:														

COPY

8.	<p>On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.</p> <p>The assessment includes exempt property and greatly inflates the value of the personal property in the owner's possession.</p>						
9.	<p>Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)</p> <table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Land</td> <td style="width: 150px;"></td> </tr> <tr> <td style="padding: 5px;">Improvements</td> <td></td> </tr> <tr> <td style="padding: 5px;">Total</td> <td></td> </tr> </table>	Land		Improvements		Total	
Land							
Improvements							
Total							
10.	<p>Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)</p> <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Manufacturer's stock</td> <td style="padding: 5px;">Furniture & fixtures \$58,900</td> </tr> <tr> <td style="padding: 5px;">Boats & watercraft</td> <td style="padding: 5px;">All others \$500</td> </tr> <tr> <td style="padding: 5px;">Machinery & equipment \$111,005</td> <td style="padding: 5px;">Total value \$170,405</td> </tr> </table>	Manufacturer's stock	Furniture & fixtures \$58,900	Boats & watercraft	All others \$500	Machinery & equipment \$111,005	Total value \$170,405
Manufacturer's stock	Furniture & fixtures \$58,900						
Boats & watercraft	All others \$500						
Machinery & equipment \$111,005	Total value \$170,405						
11.	<p>Was subject property appraised within the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes</p> <p>A. Date of appraisal:</p> <p>B. Appraised value:</p> <p>C. Name and address of appraiser:</p> <p>D. Will testimony concerning this appraisal be presented at the hearing?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>E. If so, will a copy of the appraisal be offered? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>F. Will comparable sales be offered as evidence at the hearing?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-top: 20px;">If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.</p>						
12.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px; vertical-align: top;"> <p>Name, address and telephone number of the petitioner's representative, if any:</p> <p>Don M. Millis, Kristina E. Somers, Sara R. Rapkin, and Shawn E. Lovell Reinhart Boerner Van Deuren s.c. 22 E. Mifflin Street, Suite 700, Madison, WI 53703</p> </td> <td style="width: 40%; padding: 5px; vertical-align: top;"> <p>Signature of owner/representative:</p> <p style="text-align: center;"><i>Kristina E. Somers</i></p> </td> </tr> </table>	<p>Name, address and telephone number of the petitioner's representative, if any:</p> <p>Don M. Millis, Kristina E. Somers, Sara R. Rapkin, and Shawn E. Lovell Reinhart Boerner Van Deuren s.c. 22 E. Mifflin Street, Suite 700, Madison, WI 53703</p>	<p>Signature of owner/representative:</p> <p style="text-align: center;"><i>Kristina E. Somers</i></p>				
<p>Name, address and telephone number of the petitioner's representative, if any:</p> <p>Don M. Millis, Kristina E. Somers, Sara R. Rapkin, and Shawn E. Lovell Reinhart Boerner Van Deuren s.c. 22 E. Mifflin Street, Suite 700, Madison, WI 53703</p>	<p>Signature of owner/representative:</p> <p style="text-align: center;"><i>Kristina E. Somers</i></p>						

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: April 24, 2023

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

Item 10.

GEORGIA PACIFIC CORRUGATED LLC, PETITIONER
APPEAL NO. 81-097-PPO-22
STATE IDENTIFICATION NO. 81-59-281-P-000013314

COPY

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:
GEORGIA PACIFIC CORRUGATED LLC
PO BOX 105681
ATLANTA GA 30348-5681

AND:
MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2022 assessment for the above-listed account has been reviewed by the State Board of Assessors pursuant to sec. 70.995 (8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.926227788

	ORIGINAL 2022 FULL VALUE ASSESSMENT	REVISED 2022 FULL VALUE ASSESSMENT	ORIGINAL 2022 EQUATED VALUE ASSESSMENT	REVISED 2022 EQUATED VALUE ASSESSMENT
Boats & Watercraft	\$ 0	No Change	\$ 0	No Change
Machinery & Equipment	\$379,200	No Change	\$351,200	No Change
Furniture & Fixtures	\$58,900	No Change	\$54,600	No Change
All Other	\$500	No Change	\$500	No Change
Buildings on Leased Land	\$ 0	No Change	\$ 0	No Change
Total	\$438,600	No Change	\$406,300	No Change

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. No refund of property tax is required. The 2022 assessment was sustained by the state board of assessors.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission (TAC) of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Address: Wisconsin Tax Appeals Commission
101 E Wilson St 5th Floor
Madison, WI 53703-3405
Phone: (608) 266-1391

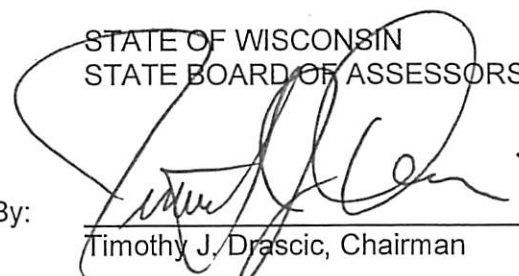
APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 8th day of March 2023.

cc: Don M Millis, Agent for Owner
Lilliandra Allison (TAC)
Green Bay Manufacturing & Utility District Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By:


Timothy J. Drascic, Chairman

VIII

R. C. No. 24 - 23 - 24. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2023.

Your Committee to whom was referred Res. No. 16-23-24 by Alderpersons Mitchell and Perrella authorizing an amendment to the Offer to Purchase regarding 1214 South 11th Street approved by council via Res. No. 133-22-23; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

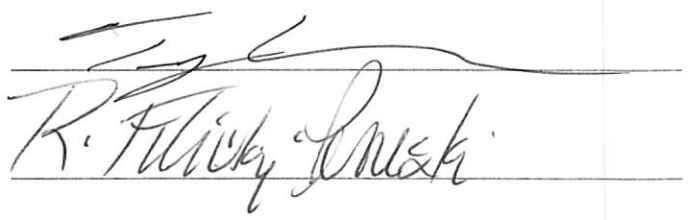
Res. No. 16 - 23 - 24. By Alderpersons Mitchell and Perrella.
June 5, 2023.

A RESOLUTION authorizing an amendment to the Offer to Purchase regarding 1214 South 11th Street approved by council via Res. No. 133-22-23.

RESOLVED: That the City of Sheboygan hereby authorizes the City Attorney to draft an Amendment to Offer to Purchase providing an additional 120 days for closing between the City of Sheboygan and Brian Scheele.

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

F+P



R. Flickyinski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

R. C. No. 25 - 23 - 24. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 19, 2023.

Your Committee to whom was referred R. O. No. 3-23-24 by City Clerk
submitting various license applications; recommends granting license no.
3475 (Mi Ranchito) with stipulations.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 3 - 23 - 24. By CITY CLERK. May 2, 2023.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Justin Colby is replacing Krisi Kaiser as agent effective immediately for Lushlounge located at 1133 Michigan Avenue.

SIDEWALK CAFE (April 14, 2024)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street
3022	Paradigm	1202 N. 8 th Street

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	House Divided	840 Wilson Avenue - One day event to be held 7/4/23: to include current premise and parking lots to the north, west, east and south of business.
3056	House Divided	840 Wilson Avenue - Two day event to be held 8/12/23-8/13/23: to include current premise and parking lost to the north, west, east and south of business.
3150	Craft 30	908 Michigan Avenue - Three day event to be held 6/23/23-6/25/23: to include front of Craft 30, left of Trillings entrance to stop sign, to stop sign back to east end of Craft 30 property line. To include current premise.

LHPs #2085 grant contingent on obtaining street festival permits
Grant # 2742, 3022 (sidewalk cafe)
3086, 3150 (change premise)
tbl remaining 5/24/23

Grant #1089 Darcswinos Inc with conditions
tbl # 3475 Grant book change w/ warning Grant rest

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/6/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/13/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/20/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/27/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/11/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/18/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/25/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the

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

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/1/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/8/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/15/23: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

"CLASS A" LIQUOR LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi Inc. Wisconsin (Aldi #94)	919 S. Taylor Drive
3357	Aneek Inc. (Alex's Corner Market)	723 Center Avenue
2532	Fischer's Food & Liquor LLC (Fischer's Food & Liquor)	4554 S. 12 th Street
3381	Meijer Stores Limited Partnership (Meijer Store #305)	924 N. Taylor Drive
2820	Superior Discount Liquors, Inc. (Superior Discount Liquors)	823 S. 8 th Street
2702	Oneguide, Inc. (Tietz's Piggly Wiggly #331)	2905 N. 15 th Street
3214	Oneguide, Inc. (Tietz's Piggly Wiggly #332)	3124 S. Business Drive
3517	Union Asian Market LLC (Union Asian Market)	2022 S. 17 th Street
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 th Street

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3192	Founders Three Management Company (Harbor Centre Marina)	821 Broughton Drive
3382	Meijer Stores Limited Partnership (Meijer Gas Station #305)	902 N. Taylor Drive
3523	Speedup 9 LLC (Speedup 9)	1230 N. Taylor Drive
2710	Vish LLC (The Pig Stop)	2917 N. 15 th Street

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2024) (RENEW)

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

"CLASS B" LIQUOR LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3461	HCM Hospitality LLC (Bar 43 At Harbor Centre Marina)	821 Broughton Drive
1936	Catering With Culinary Artists (Black Pig)	821 N. 8 th Street
1040	Tankard Inc. (Brennans On Michigan)	1101 Michigan Avenue
3150	The Brew Hub LLC (Craft 30)	908 Michigan Avenue
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue
3515	Sack Realty LLC (Dog House)	2123 N. 15 th Street
1516	Wayne H Emmer (Emmers)	906 S. 15 th Street
1752	Patrick J. Martin (The End Zone)	904 Indiana Avenue
3418	Sheb Pro LLC (Fairfield Inn By Marriott)	4117 S. Taylor Drive
3136	Sack Realty LLC (Franks Place)	3023 N. 15 th Street
2192	Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
1926	Trattoria Stefano Inc. (Il Ritrovo)	515 S. 8 th Street

2807 Sheboygan Columbus Institute (Knights Of Columbus)	833 Center Avenue
2085 Legend Larrys LLC (Legend Larry's Wings & Things)	733 Pennsylvania Avenue
2685 Lino Ristorante Italiano LLC (Lino Ristorante Italiano)	422 South Pier Drive
1795 Luigis Italian Restaurant (Luigis Italian Restaurant)	2910 Kohler Memorial Drive
3518 Lushlounge Two LLC (Lushlounge)	1133 Michigan Avenue
3475 Jncortez LLC (Mi Ranchito)	1235 Indiana Avenue
2301 One More Time LLC (Mojo)	1235 Pennsylvania Avenue
3001 Ranieri LLC (Ranieri's Four of a Kind)	811 Indiana Avenue
3355 Bentley's LLC (Sharpie's On Broadway)	1645 S. 12 th Street
1337 Sheboygan Elks Lodge #299 (Sheboygan Elks Lodge #299)	1943 Erie Avenue
3198 Cynthia M Goetsch (Skipper Inn)	808 Broadway Avenue
3479 Stefano's Slo Food Market LLC (Stefano's Slo Food Market)	731 Pennsylvania Avenue
3186 Lehmann LLC (Suscha's Bar)	1054 Pennsylvania Avenue
3573 Thai Café LLC (Thai Café LLC)	1227 N. 14 th Street
2193 The Kaddyshack LLC (The Kaddyshack)	1502 S. 13 th Street
1412 Trattoria Stefano Inc. (Trattoria Stefano)	522 S. 8 th Street

3307 Umi Sushi & Steakhouse Inc. 519 N. 8th Street
(Umi Sushi & Steak House)

2029 Weill Center Foundation Inc. 826 N. 8th Street
(Weill Center)

CLASS "B" BEER LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3583	Club Leon Bar and Grill LLC (Club Leon Bar and Grill)	933 Indiana Avenue
3034	Family Entertainment LLC (Marc Cinemas)	3226 Kohler Memorial Drive
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue

"CLASS C" LICENSE (June 30, 2024) (RENEW)

2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive
3583	Club Leon Bar and Grill LLC (Club Leon Bar and Grill)	933 Indiana Avenue
3034	Family Entertainment LLC (Marc Cinemas)	3226 Kohler Memorial Drive
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue

R. C. No. 26 - 23 - 24. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 19, 2023.

Your Committee to whom was referred R. O. No. 16-23-24 by City Clerk submitting various license applications; recommends granting all license applications except license no. 3007 (Ananda Marketing LLC) to be granted with warning.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 16 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Corbin J. Wery is replacing Ozgur N. Acar as agent effective immediately for Water Street Pub located at 931 N. 12th Street.

CHANGE OF AGENT

Heba Raouf is replacing Cameron J. Bopp as agent effective immediately for AmericInn Hotel located at 3664 S. Taylor Drive.

CHANGE OF AGENT

Heba Raouf is replacing Cameron J. Bopp as agent effective immediately for Holiday Inn Express located at 3823 Germaine Avenue.

CHANGE OF AGENT

Dale R. Berger is replacing Susan B. Engler as agent effective immediately for Blue Harbor Resort located at 725 Blue Harbor Drive.

SIDEWALK CAFE (April 14, 2024)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2427	Urbane	1231 N. 8 th Street

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Scenic Bar & Restaurant	1635 Indiana Avenue - Two day event to be held 6/24/23 and 6/25/23: to include the current premises plus 30' x 60' area of the parking lot. Southeast and

WHS

Southwest corners to northwest and northeast corners.

1353 Sheboygan Yacht Club

214 Pennsylvania Avenue - Three day event to be held 8/11/23 - 8/13/23 to include parking lot on the Northeast corner of lot. The lot is just East of the two garages on the property and include current premise.

"CLASS A" LIQUOR LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2765	Sheboygan Liquor LLC (Jakes Liquor)	2019 S. Business Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive
2088	Walgreen Co. (Walgreens #6570)	1029 N. 14 th Street
3557	Jai Petroleum and Investment LLC (J Mart)	2420 Calumet Drive
3511	North 8 th Oriental Store LLC (North 8 th Oriental Store)	2002 N. 8 th Street
2519	Adithi LLC (Northside Clark)	2709 N. 15 th Street
3496	Goodside Grocery Food Co-op (Goodside Grocery Food)	1131 N. 8 th Street

2944 Lesleys Tax Service Inc. 1427 N. 8th Street
(Lesley's Tax Service)

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 th Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue
3243	Harbor Petroleum LLC (Sheboygan Harbor Petro)	905 Indiana Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3603	Nansea & KT Inc. (Itty Bitty Bar)	2140 Calumet Drive

"CLASS B" LIQUOR LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3569	Champs Bar & Grill LLC (Champs Sports Bar & Grill)	1501 Indiana Avenue
2030	Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue
3069	Time And A Half LLC (Time and a Half)	2518 N. 15 th Street
2427	Urbane Hospitality LLC (Urbane)	1231 N. 8 th Street
3435	Nine O Two LLC (Nine-O-Two)	902 Indiana Avenue

3445 J & J Hotspot LLC (J & J Hotspot LLC)	1823 N. 12 th Street
3559 The Spices Of The East LLC (The Spices Restaurant & Bar)	4604 S. Business Drive
1764 Mortimer's Pub LTD (Water Street Pub)	931 N. 12 th Street
1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
3542 Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue
3056 Gotta Getcha In Oasis LLC (House Divided)	840 Wilson Avenue
2726 John Michael Kohler Arts Center (John Michael Kohler Arts)	608 New York Avenue
3434 John Michael Kohler Arts Center (John Michael Kohler Art Preserve)	3636 Lower Falls Road
1288 Riverview Club Inc. (CLUB) (Riverview Club)	626 N. 15 th Street
1360 Slys Midtown Saloon LLC (Slys Midtown Saloon)	508 N. 8 th Street
1229 Sheboygan Lodge No. 438 Loyal Ord. (Sheboygan Moose Lodge #438)	1811 Georgia Avenue
3574 Acarber LLC (Turks & Timbers Bar & Grill)	1022 Michigan Avenue
2921 The Walkabout LLC (The Walkabout)	2401 Calumet Drive
3117 Harbor Lights Two LLC (Harbor Lights)	434 Pennsylvania Avenue
3487 New Jersey East Properties LLC (My Place Bar And Grill)	1515 New Jersey Avenue
3577 Golf 365 LLC (Golf 365)	2729 Indiana Avenue

2742 8 th Street Ale Haus LLC (8 th Street Ale Haus)	1132 N. 8 th Street
2381 Coblyns, LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2513 Coblyns, LLC (Vreekes Tavern)	935 Michigan Avenue
3444 SS North Star LLC (SS Northstar)	3004 N. 8 th Street
1734 Sheboygan Hotel LLC (Holiday Inn-Express)	3823 Germaine Avenue
3527 Young Trustt Entertainment LLC (West Coast Café and Lounge)	1210 Michigan Avenue
3508 Pop's Burger & Pizza House Inc. (Pop's Burger & Pizza House)	920 Michigan Avenue
3160 Bo Mallies LLC (Bomallies)	2427 Calumet Drive
2805 Sheboygan Resort Operator LLC (Blue Harbor Resort)	725 Blue Harbor Drive
3182 Hans C Graf LLC (Blue Lite)	1029 N. 8 th Street
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 th Street
2272 PJ's Party Zone LLC (PJ'S Party Zone)	910 N. 18 th Street

CLASS "B" BEER LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1809	Riverfront Bait & Tackle Inc. (The Wharf)	733 Riverfront Drive
3430	Half Tree Studio LLC (Board And Brush)	528 N. 8 th Street
3135	Cheong LLC (New China Buffet)	571 S. Taylor Drive

3449 Yangchee LLC 1229 N. 8th Street
(Toys Restraunt)

CLASS "B" BEER LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3599	Uptown Slice LLC (Uptown Slice)	1116 Michigan Avenue

"CLASS C" LICENSE (June 30, 2024) (NEW)

3599	Uptown Slice LLC (Uptown Slice)	1116 Michigan Avenue
------	------------------------------------	----------------------

CLASS "B" BEER LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3519	Lupitas Mexican Store LLC (Fast Taco by Lupitas Mexican Store)	2139 S. Business Drive
2445	La Conquistadora LLC (La Conquistadora LLC)	1218 Indiana Avenue
3531	Harbor Petroleum LLC (Harbor Bar And Grill)	905 Indiana Avenue
3018	Tina Nguyen (Pho VN)	2209 S. Business Drive
3022	Paradigm LLC (Paradigm)	1202 N. 8 th Street
2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3510	Luce Egg Inc. (Tochi)	623 N. 8 th Street
3599	Uptown Slice LLC (Uptown Slice)	1116 Michigan Avenue

"CLASS C" LICENSE (June 30, 2024) (RENEW)

3531	Harbor Petroleum LLC (Harbor Bar And Grill)	905 Indiana Avenue
------	--	--------------------

3018 Tina Nguyen (Pho VN)	2209 S. Business Drive
3022 Paradigm LLC (Paradigm)	1202 N. 8 th Street
2409 Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3510 Luce Egg Inc. (Tochi)	623 N. 8 th Street
3599 Uptown Slice LLC (Uptown Slice)	1116 Michigan Avenue

IV

R. C. No. 27 - 23 - 24. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 19, 2023.

Your Committee to whom was referred R. O. No. 17-23-24 by City Clerk
submitting various license applications; recommends granting all license
applications.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

UPDATED

R. O. No. 17 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting various license applications.

City ClerkCHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3001	Ranieri's Four of a Kind	811 Indiana Avenue - One day event to be held 7/1/23: To include East and West parking lots, garage and parking area behind garage to include the current premise.
3001	Ranieri's Four of a Kind	811 Indiana Avenue - Three day event to be held 8/11/23 - 8/13/23: To include East and West parking lots, garage and parking area behind garage to include the current premise.
3576	Driftwood	518 S. Pier Drive - Two day event to be held 7/3/23-7/4/23: To include 510 and 518 S. Pier (Driftwood) will be open for business with outside services to the green space to the East.
3576	Driftwood	518 S. Pier Drive - Three day event to be held 8/11/23-8/13/23: To include 510 and 518 S. Pier (Driftwood) will be open for business with outside services to the green space to the East.

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2024) (RENEW)

LHPS

<u>No.</u>	<u>Name</u>	<u>Address</u>
3597	SSS Wisconsin LLC (SQRL Service Station #716)	3715 Washington Avenue
3596	SSS Wisconsin LLC (SQRL Service Station #713)	2235 North Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2135	Keg I LLC (Santee's Cool Runnings)	1202 Michigan Avenue
2943	Superior Bar & Grill LLC (Superior Bar & Grill LLC)	2607 Superior Avenue
2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
3159	Big Mikes Sports Bar & Grill LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue
2121	El Camino LLC (El Camino)	823 Michigan Avenue

CLASS "B" BEER LICENSE (June 30, 2024) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3051	Mid-Lake Softball Organization (Mid-Lake Softball Organization)	2213 New Jersey Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 th Street

"CLASS C" LICENSE (June 30, 2024) (RENEW)

3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 th Street
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R. C. No. 29 - 23 - 24. By PUBLIC WORKS COMMITTEE. June 19, 2023.

Your Committee to whom was referred Res. No. 18-23-24 by Alderpersons Dekker and Rust authorizing the Director of Public Works to take necessary actions to receive a grant from Alliant Energy and a grant from Restoration of Our Trees Sheboygan for the purchase and planting of municipal trees and authorizing an adjustment to the 2023 budget; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 18 - 23 - 24. By Alderpersons Dekker and Rust. June 5, 2023.

A RESOLUTION authorizing the Director of Public Works to take necessary actions to receive a grant from Alliant Energy and a grant from Restoration of Our Trees Sheboygan for the purchase and planting of municipal trees and authorizing an adjustment to the 2023 budget.

WHEREAS, for the past several years, the City has needed to remove a large quantity of municipal trees due to the Emerald Ash Borer Disease; and

WHEREAS, historically, the City purchases municipal trees the year prior to the intended planting season in order to take advantage of better availability; and

WHEREAS, consistent with this practice, the City Forester issued a Request for Proposals ("RFP") in August, 2022, for 700 trees; and

WHEREAS, the RFP was awarded to the nursery with the lowest price per tree species and, in this case, the award was split between Schichtel's Nursery, Inc. and Chestnut Ridge Nursery, Inc. for a total purchase price of \$67,024.00; and

WHEREAS, the City Forester has applied for two grants to supplement funding for planting municipal trees; and

WHEREAS, Alliant Energy has awarded the City the Wisconsin Alliant Energy Community Tree Program and One Million Trees Initiative Grant, which provides the City \$5,000.00 to be used exclusively for the acquisition and planting of trees on and around Vollrath Park; and

WHEREAS, Restoration of Our Trees Sheboygan ("ROOTS") has offered to award the City a ROOTS Community Investment Fund Grant of \$18,487.00, representing 50% of the cost of purchasing 400 bare root trees to be planted as street trees, and throughout various City parks; and

WHEREAS, the 2023 City budget contemplated \$60,000.00 for the purchase and planting of municipal trees or the contracting of work to meet the needs of the City's Urban Forestry Management Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is authorized to sign all documents necessary to obtain and administer the grants.

PW

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following budget amendment to account for the corresponding revenue and expenses related to the above grants:

INCREASE:

Capital Projects Fund - Capital Projects -	
Local Grant (Acct. No. 400-437005)	\$23,487
Capital Projects Fund - Capital Public Works -	
Trees/Forestry (Acct. No. 400300-641150)	\$23,487

Dean Decker

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. C. No. 31 - 23 - 24. By PUBLIC WORKS COMMITTEE. June 19, 2023.

Your Committee to whom was referred Gen. Ord. No. 6-23-24 by Alderpersons Dekker and Rust repealing portions of Section 21 of Subs. of Gen. Ord. 28-14-15, relating to certain parking restrictions on the east side of the 2200 block of North 5th Street and the 400 block of Euclid Avenue; recommends adopting the Ordinance.

_____ Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Gen. Ord. No. 6 - 23 - 24. By Alderpersons Dekker and Rust. June 5, 2023.

AN ORDINANCE repealing portions of Section 21 of Subs. of Gen. Ord. 28-14-15, relating to certain parking restrictions on the east side of the 2200 block of North 5th Street and the 400 block of Euclid Avenue.

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

Section 1. Subsection b) of Section 21 of Subs. of Gen. Ord. 28-14-15, which restricted all parking on the east side of North 5th Street from the south curb line of Euclid Avenue to a point 120 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days, is hereby repealed.

Section 2. Subsection c) of Section 21 of Subs. of Gen. Ord. 28-14-15, which restricted all parking on the south side of Euclid Avenue from North 4th Street to North 5th Street between the hours of 7:00 a.m. and 4:00 p.m. during school days, is hereby repealed.

Section 3. Gen. Ord. 94-65-66, relating to parking restrictions on the north side of Geele Avenue, remains in full effect.

Section 4. The Department of Public Works and the Police Department are hereby authorized and directed to install and remove all signs necessary to remove and give notification of the removal of the aforementioned traffic regulation.

Section 5. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Deen Dekker
[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TX

R. C. No. 32 - 23 - 24. By PUBLIC WORKS COMMITTEE. June 19, 2023.

Your Committee to whom was referred Gen. Ord. No. 7-23-24 by Alderpersons Dekker and Rust repealing Section 11 of Subs. of Gen. Ord. 28-14-15 and Gen. Ord. 25-03-04, relating to parking restrictions on the north side of the 1600 block of Illinois Avenue; recommends adopting the Ordinance.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~A~~

Gen. Ord. No. 7 - 23 - 24. By Alderpersons Dekker and Rust. June 5, 2023.

AN ORDINANCE repealing Section 11 of Subs. of Gen. Ord. 28-14-15 and Gen. Ord. 25-03-04, relating to parking restrictions on the north side of the 1600 block of Illinois Avenue.

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

Section 1. Section 11 of Subs. of Gen. Ord. 28-14-15 and Gen. Ord. 25-03-04, which restricted all parking on the north side of Illinois Avenue from the east curb line of South 17th Street to a point 255 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days, is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install and remove all signs necessary to remove and give notification of the removal of the aforementioned traffic regulation.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW

Dean Dekker

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 18 - 23 - 24. By CITY CLERK. May 1, 2023.

Submitting a claim from Deon Johnson for alleged damages to vehicle from a scratch by the police dog.

CITY CLERK

FP

DATE RECEIVED

6-12-23

RECEIVED BY

MKC

Item 18.

CLAIM NO.

3-23

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: Dean Johnson
2. Home address of Claimant: 2319 Calumet Dr Sheboygan WI 53083
3. Home phone number: _____
4. Business address and phone number of Claimant: 312-607-2623
5. When did damage or injury occur? (date, time of day) 5-6-23 4:10pm
6. Where did damage or injury occur? (give full description) My Driver Door.
7. How did damage or injury occur? (give full description) I was pulled over and the police brought out the K-9 dog on my car. The dog jumped and scratched my Driver Door. I have long scratches on my door from the police dog.
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"). Item 18.

NO injuries

11. Name and address of any other person injured: _____

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

Auto: \$ 194.12

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 194.12

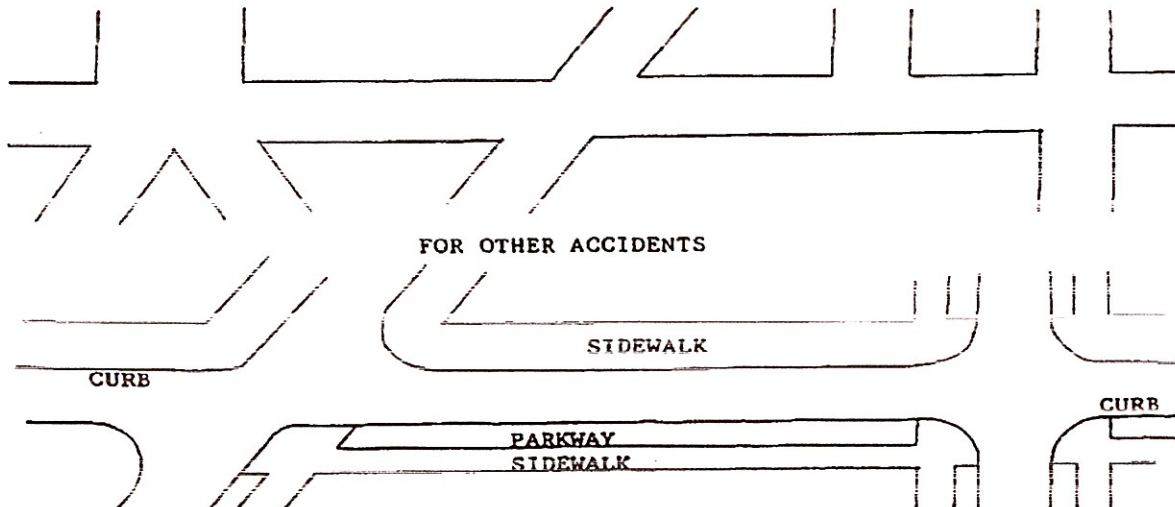
Damaged vehicle (if applicable)

Make: Dodge Model: Challenger Year: 2022 Mileage: 2K

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 Dean Johnson DATE 6.12.23

DATE RECEIVED _____

RECEIVED BY _____

Item 18.

CLAIM NO. _____

CLAIM

Claimant's Name: Deon Johnson Auto \$ 194.12
Claimant's Address: 2319 Calumet Dr Sheboygan WI 53083 Property \$ _____
Personal Injury \$ _____
Claimant's Phone No. 312-607-2623 Other (Specify below) \$ _____
TOTAL \$ 194.12

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 \$ 194.12.

SIGNED Deon Johnson

DATE: 6.12.23

ADDRESS: 2319 Calumet Dr Sheboygan WI 53083

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



JOE VAN HORN CHEVROLET COLLISION CENTER

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

Workfile ID: 9d Item 18.
PartsShare: 7ms4gZ
Federal ID: 39-1052356

Preliminary Estimate

Customer: Johnson, Deon

Job Number:

Written By: Randy Schwaller

Insured: Johnson, Deon
Type of Loss:
Point of Impact: 09 Left T-Bone (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 1

Owner:
Johnson, Deon

2319 Calumet Drive
Sheboygan, WI 53083
(312) 607-2623 Cell

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

Insurance Company:

VEHICLE

2022 DODG Challenger R/T Scat Pack RWD 2D CPE 8-6.4L Gasoline Sequential MPI Gray

VIN: 2C3CDZFJ6NH204251	Interior Color:	Mileage In: 2,265	Vehicle Out:
License: ASL-4090	Exterior Color: Gray	Mileage Out:	
State: WI	Production Date: 7/2022	Condition:	Job #:

TRANSMISSION

6 Speed Transmission

POWER

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

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Heated Steering Wheel
Climate Control
Backup Camera
Parking Sensors
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
Front Side Impact Air Bags
Head/Curtain Air Bags
Positraction
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats
Heated Seats

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Rear Spoiler

Preliminary Estimate

Item 18.

Customer: Johnson, Deon

Job Number:

2022 DODG Challenger R/T Scat Pack RWD 2D CPE 8-6.4L Gasoline Sequential MPI Gray

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	DOOR						
2	*	Rpr LT Outer panel (HSS) Note: Wetsand & buff scratches				1.0	0.0
3	QUARTER PANEL						
4	*	Rpr LT Quarter panel w/o wide body Note: Wetsand & buff scratches				1.0	0.0
5	MISCELLANEOUS OPERATIONS						
6		Repl Cover car/bag		1		0.2	
7	#	Shop Supplies		1	30.00		
SUBTOTALS					30.00	2.2	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			30.00
Body Labor	2.2 hrs @	\$ 70.00 /hr	154.00
Subtotal			184.00
Sales Tax	\$ 184.00 @	5.5000 %	10.12
Grand Total			194.12
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			194.12

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: Johnson, Deon**Job Number:**

2022 DODG Challenger R/T Scat Pack RWD 2D CPE 8-6.4L Gasoline Sequential MPI Gray

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 DR3UP08, CCC Data Date 05/09/2023, 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 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

FAP

CITY CLERK

DATE RECEIVED

6-15-2023

RECEIVED BY

NKC

JUN

Item 19.

CLAIM NO.

4-23

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: James + Alice Wilsing
2. Home address of Claimant: 1834 N. 7th St
3. Home phone number: Jim - 920 946-9126 Alice 920 946-4345
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) May 1st 2023 Winter 2022 + 2023
6. Where did damage or injury occur? (give full description) Snow Pushed against fence by DPW.
7. How did damage or injury occur? (give full description) After Snow melted we had a wind storm and the fence blew down
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: Fence Line to Uptown Social
 - (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").

Item 19.

No injuries

11. Name and address of any other person injured: _____

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

Auto: \$ _____

Property: \$ 320.00

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 320.00

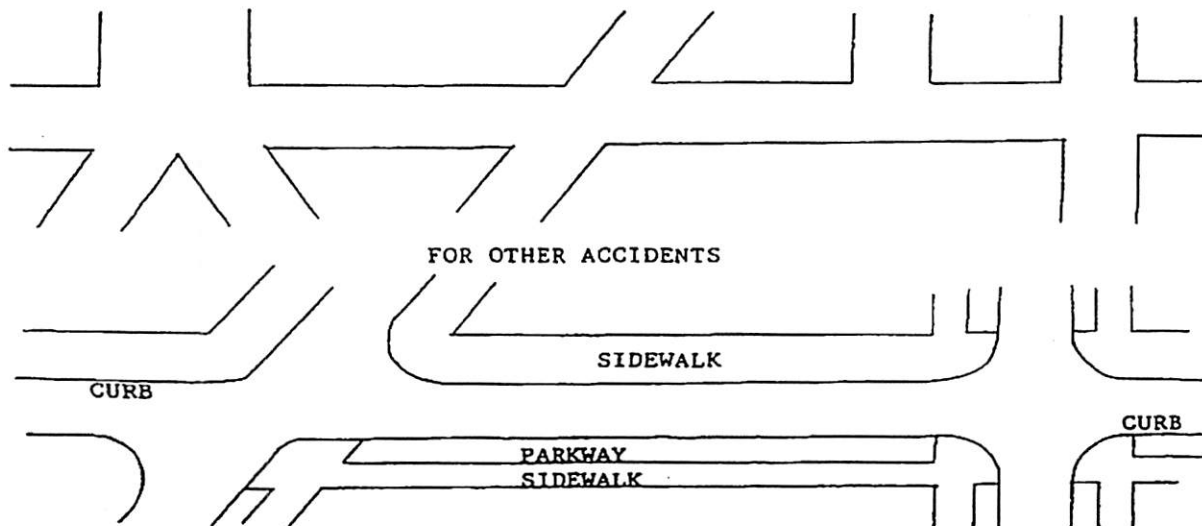
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

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

Alice M. Wising

DATE

6-15-23

DATE RECEIVED _____

RECEIVED BY _____
CLAIM NO. _____

Item 19.

CLAIM

Claimant's Name: James & Alice Wilsing Auto \$ _____
Claimant's Address: 1834 N. 7th St Property \$ 320⁰⁰
Sheboygan, WI 53081 Personal Injury \$ _____
Claimant's Phone No. 920 946-9126 920 946-4345 Other (Specify below) \$ _____
Jim Alice TOTAL \$ 320⁰⁰

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 \$ 320⁰⁰.

SIGNED Alice M. Wilsing DATE: 6-15-23

ADDRESS: 1834 N. 7th St. Sheboygan, WI 53081

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

DSTS
Waldo, WI.
#920-946-6088

Subject: Repair/Upright broken yard Fence
Location: 1874 N. 7th Sheboygan, WI.
Date: 4/28/2023

Material \$ 140.00

Labor \$ 180.00

Total \$ 320.00 ~~\$ 320.00~~

Pd in full
5-5-23

Thank You

Dave Te Stroete
Dave Te Stroete

Receipt May 5, 2023

Paid to David Testrote for
repair of wooden fence in
backyard (1834 N. 7th St., Sheboygan, WI)

Total Supplies and Labor 320.00

Total Paid in cash 320.00

Paid by James A. Wilsing

Paid to David Testrote

Witnessed by Kris Borns Kris Borns

Use Your  2%
BIG CARD REBATE**MENARDS®****MENARDS - SHEBOYGAN**
4825 Vanguard Drive
Sheboygan, WI 53083KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPEUnless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/22/23If you have questions regarding the
charges on your receipt, please
email us at:
SHEBfrontend@menards.com

Sale Transaction

1-5/8"EXT DECK STAR DRIV	
2303395	8.97
9 X 3-1/8 CONSTR SCREW	
2303129	5.99
6D HDG BOX NAIL	
2295457	4.98
18 COMPARTMENT ORGANIZER	
2452049	2.99
TOTAL	22.93
TAX SHEBOYGAN-WI 5.5%	1.26
TOTAL SALE	24.19
CASH	50.00
CHANGE	25.81-

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
2298

THANK YOU, YOUR CASHIER, Craig

72278 05 2293 04/23/23 05:05PM 3247

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - SHEBOYGAN

Rebate Receipt

SHEB 91325



Item 19.

Prices shown are valid today only.

gMaterials@menards.com

PICKING LIST - GUEST COPY

PAGE 1 OF 1

 SOLD BY: GARY L.
 DATE: 04/28/23


AT YARD ENTRANCE

SKU NUMBER

TREATED GROUND CONTACT 111-2214

TREATED GROUND CONTACT 111-2227



Sale Transaction

4 @16.48 65.92

2.80

91325

AC2 GREEN TREATED-PICK

19.98

C2 GREEN TREATED-PICK

12.99

ORDER

YGAN-WI 5.5% 101.69

E 5.59

7.28

120.28

13.00-

NGS 0.69

ER OF ITEMS = 7

 NG REBATE RECEIPTS WERE
 THIS TRANSACTION:

OUR CASHIER, Kris

04/28/23 12:23PM 3247

**PRODUCT NOT BEING AVAILABLE ON A LATER DATE
 PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all quantities. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the product is not picked up. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

pay for the merchandise.
 our merchandise. (All vehicles are subject to inspection.)
 s Team Members will gladly help you load your materials
 to your vehicle.)
 is list to the Gate Attendant. (The Gate Attendant will record the

PRE-TAX TOTAL:

32.97

are pad verifying you've received the merchandise.

wn or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

ONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree you are defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing **ANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** **IES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE** or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American cable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any guest agrees to these terms and conditions through purchase of merchandise contained on this document.

SELF-SCAN HERE ==>



65

 Use Your
 BIG CARD 2%
 REBATE
MENARDS®

 MENARDS - SHEBOYGAN
 4825 Vanguard Drive
 Sheboygan, WI 53083

 KEEP YOUR RECEIPT
 RETURN POLICY VARIES BY PRODUCT TYPE

 less noted below allowable returns for
 ms on this receipt will be in the form
 if an in store credit voucher if the
 return is done after 07/27/23

 If you have questions regarding the
 charges on your receipt, please
 email us at:
 SHEBfrontend@menards.com

 e Your
 CARD 2%
 REBATE
MENARDS®

ARDS - SHEBOYGAN

II

R. O. No. 21 - 23 - 24. By CITY CLERK. June 19, 2023.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Joel R. Cullen is replacing Lucie J. Derks as agent effective immediately for Festival Foods located at 595 S. Taylor Drive.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts Center	608 New York Avenue - One day event to be held 7/6/23: to include the current premises and the ground of the John Michael Kohler Arts Center extended on the streets surrounding the building (7 th Street, Wisconsin Avenue, New York Avenue, and 6 th Street) and the City Green.
2726	John Michael Kohler Arts Center	608 New York Avenue - Two day event to be held 7/15/23 and 7/16/23: to include the current premises and the ground of the John Michael Kohler Arts Center extended on the streets surrounding the building (7 th Street, Wisconsin Avenue, New York Avenue, and 6 th Street) and the City Green.
2726	John Michael Kohler Arts Center	608 New York Avenue - One day event to be held 7/20/23: to include the current premises and the ground of the John Michael Kohler Arts Center extended on the streets

WPS

surrounding the building (7th Street, Wisconsin Avenue, New York Avenue, and 6th Street) and the City Green.

2726 John Michael Kohler Arts Center

608 New York Avenue - One day event to be held 7/27/23: to include the current premises and the ground of the John Michael Kohler Arts Center extended on the streets surrounding the building (7th Street, Wisconsin Avenue, New York Avenue, and 6th Street) and the City Green.

2726 John Michael Kohler Arts Center

608 New York Avenue - One day event to be held 8/3/23: to include the current premises and the ground of the John Michael Kohler Arts Center extended on the streets surrounding the building (7th Street, Wisconsin Avenue, New York Avenue, and 6th Street) and the City Green.

2726 John Michael Kohler Arts Center

608 New York Avenue - One day event to be held 8/10/23: to include the current premises and the ground of the John Michael Kohler Arts Center extended on the streets surrounding the building (7th Street, Wisconsin Avenue, New York Avenue, and 6th Street) and the City Green.

2726 John Michael Kohler Arts Center

608 New York Avenue - One day event to be held 8/17/23: to include the current premises and the ground of the John Michael Kohler Arts Center extended on the streets surrounding the building (7th Street, Wisconsin Avenue, New York Avenue, and 6th Street) and the City Green.

3186 Suscha Bar

1054 Pennsylvania Avenue - One day event to be held 8/26/23: to include entire parking lot north and east of current building to include current premise.

3186 Suscha Bar

1054 Pennsylvania Avenue - One day event to be held 9/9/23: to include entire parking lot north and east of current building to include current premise.

3056 House Divided

840 Wilson Avenue - One day event to be held 8/5/23: to include current premise, and parking lots to the North, West, East, and South of business.

II

R. O. No. 22 - 23 - 24. By CITY CLERK. June 19, 2023.

Submitting a claim from Leah V. Zinkgraf for alleged damages to vehicle due to potholes on 5th Street.

CITY CLERK

F4P

DATE RECEIVED

6-16-23

RECEIVED BY

NKC

Item 21.

CLAIM NO.

5-23

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.

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

1. Name of Claimant: Leah V Zinkgraf
2. Home address of Claimant: 207 S River Blvd Apt 2 Plymouth, WI 53073
3. Home phone number: 920-698-0431
4. E-Mail Address leahzinkgraf@gmail.com
5. Business address and phone number of Claimant: 14216 N 5th Sheboygan, WI
920-204-6755
6. When did damage or injury occur? (date, time of day) 04/12/23 12:00pm
7. Where did damage or injury occur? (give full description) 5th Street between
Superior and Huron
7. How did damage or injury occur? (give full description) Pot hole Conglomerate
on 5th street, unavoidable, damaged stabilizer bar on
vehicle. Photo included from mechanic, damage circled.
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: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
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: 5th street
 - (b) Claimant's statement of basis for such liability: Unavoidable mass of
Potholes - Street crew was contacted and potholes were filled that week.

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"). Item 21.

NO INJURIES - Vehicle damage, Stabilizer bar cracked

11. Name and address of any other person injured: N/A

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

Auto: \$ 257.14

Property: \$ —

Personal injury: \$ —

Other: (Specify below) \$ —

TOTAL \$ 257.14

Damaged vehicle (if applicable)

Make: Buick Model: Rendezvous Year: 2007 Mileage: 70132

Names and addresses of witnesses, doctors and hospitals: N/A

FOR ALL ACCIDENT NOTICES YOU MAY DRAW A DIAGRAM. 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.

SIGNATURE OF CLAIMANT Leah V. Zink DATE 6/13/23
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:

Leah V Zinkgraf

Auto

\$ 257.14

Claimant's Address:

207 S River Blvd Apt 2

Property

\$ —Plymouth WI 53073

Personal Injury

\$ —

Claimant's Phone No.

920-698 0431

Other (Specify below)

\$ —TOTAL\$ 257.14

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 \$ 257.14.

SIGNED

Leah V Zinkgraf

DATE:

06/13/23

ADDRESS:

207 S River Blvd Apt 2Plymouth, WI 53073

E-Mail Address

leahzinkgraf@gmail.com

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

MAIL TO: CLERKS OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

Theel Auto Inc.
N8348 Hwy J
Elkhart Lake, WI. 53020
Phone: 920-876-2703 Fax: 920-876-2860

Item 21.
INVOICE
7976
Org. Est. # 008698

INVOICE FROM HISTORY

Print Date: 06/13/2023

Work Completed: 04/14/2023

Zinkgraf, Leah
207 S River Blvd
Plymouth, WI 53073
Home: 920-698-0431
Cust ID : 2013

2007 Buick - Rendezvous CX - 3.5L, V6 (213CI) VIN(L)
Lic # : - WI Odometer In : 70,132
Unit # : Odometer Out :
VIN # : 3G5DA03L4 7S557220

Part Description / Number	Qty	Sale	Extd	Labor / Description	Extd
Stabilizer Bar Link Kit K700527	2.00	38.38	76.76	Traction control light is on and pothole incident this week and now rattling in front end when turning. Dropping Thurs night.	
Oil Filter 85040	1.00	0.00	0.00	Check over after pothole	54.50
5w30 Synthetic Blend Motor Oil 5w30	1.00	0.00	0.00	STABILIZER BAR CONTROL LINK - Remove & Replace - At Control Arm, Link Kit, Both	88.29
Shop Supplies			37.59	Fluid Capacity: Engine Oil - Volume: 4.00 QTS. (3.8L) - API - SAE 5W-30; w/Filter - (Note: Use oil that meets GM Standard GM6094M. For areas of extreme cold, where temperatures fall below -20Deg.F (-29Deg.C), it is recommended a SAE 5W-30 synthetic oil or a SAE 10W-30 oil. Both will provide easier cold starting and better protection for your engine at extremely low temperatures.)	
				Oil Change	48.95
				Courtesy Check	0.00

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

- I request an estimate in writing before you begin repairs _____
- Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
- I do not want an estimate. _____

Payment will be made by ☐ Cash ☐ Check ☐ Credit ☐ Credit Card

[Payments - Visa - \$322.92]

Labor:	191.74
Parts:	114.35
Sublet:	0.00
Sub:	306.09
Tax:	16.83
Total:	322.92
Bal Due:	\$0.00

[Technicians : E, Mark; V, Austin]

Do you want the replaced parts you are entitled to? ☐ Yes ☐ No

Revision # 1, Previous Estimate Amount: 65.55, Additional Cost: 257.38, Revised Estimate: 322.93, Parts: \$76.76 Labor: \$137.24 Sublet: \$0.00 Taxes & Fees: \$43.38 Authorized by - Zinkgraf, Leah, Date - 4/14/2023, Time - 9:23 AM, Initiated By - Shop, Phone Number - Home: 920-698-0431

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

☐ This vehicle received without face to face contact.

Shop Representative

Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

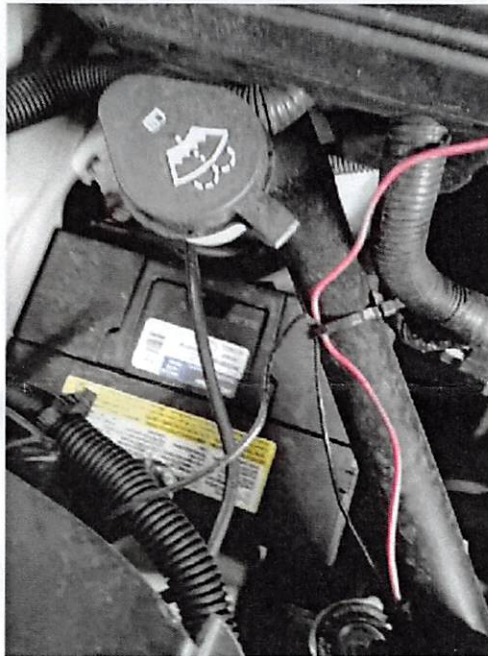
Customer Sign: _____ Date: _____

Visit us on the web : www.theelauto.com

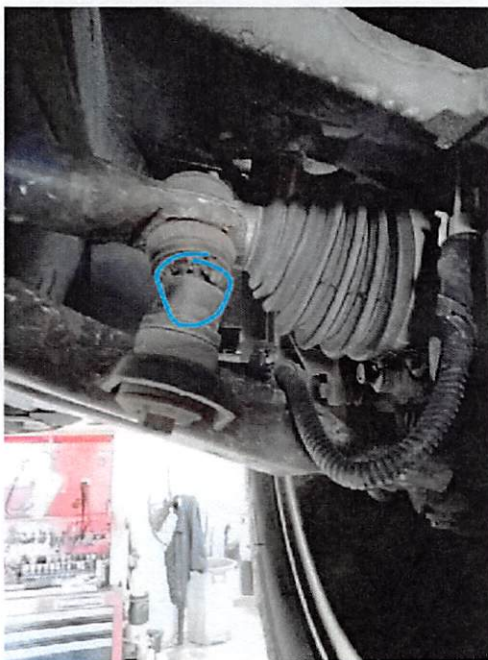
Our Email Address: theelautoservice@gmail.com

Written By: V. JOE

Battery
Condition:



Steering
System:



Attached is a City of Sheboygan Notice of Damage or Injury and Claim Form which is needed to process a claim.

Answer all of the questions if possible. If any do not apply to your case, please put N/A next to the question or draw a line to indicate you have read it. **Sign and date the forms in all places requiring a signature and date (pages 2 & 3).**

The total amount of damages must also be submitted on both forms-pages 2 & 3.

Return the **original** completed forms with copies of any billings or receipts, to the City Clerk's Office.

If the full monetary amount is NOT known when the claim is submitted, put 'pending' in those spaces. When the full amount is available, re-submit pages 2 and 3 with pending crossed out and the correct amount listed.

Submit any information you want considered with your claim. Pictures are helpful.

When we receive the Notice of Damage or Injury and Claim Form, we will submit them to the proper committee. If you have any questions regarding the completion of these forms contact me at 920-4593361 or sherrill.smith@sheboyganwi.gov

Sincerely,

Sherrill Smith
Election Specialist

Enclosure

MAIL TO: CITY CLERKS OFFICE
828 CENTER AVE
SHEBOYGAN, WI 53081

If dropping off in person, the entrance and parking are located on the North side of the building. Our office hours are 8:00 a.m. to 4:30 p.m.

I do not have two estimates to submit as I took my vehicle to my trusted mechanic before I was made aware that I could file a claim with the city for the damages.

d. Zink

III

Res. No. 22 - 23 - 24. By Alderpersons Mitchell and Filicky-Peneski.
June 19, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into contract with the Wisconsin Economic Development Corporation for the purpose of receiving financial assistance through the 2023 Vibrant Spaces Grant to be used in revitalizing and energizing the Uptown Parklet in partnership with neighboring businesses.

WHEREAS, the City of Sheboygan recognizes that public reinvestment in its business corridors is an important part of community development; and

WHEREAS, additional funding is required to carry out the project; and

WHEREAS, the City applied for and was awarded \$50,000 from the Wisconsin Economic Development Corporation ("WEDC") to prepare the site, provide street painting and public signage, and purchase space enhancements, including a moveable stage, shade umbrellas, and planters; and

WHEREAS, the Vibrant Spaces initiative is a 1:1 matching grant program, requiring that the City invest an amount equivalent to the funds awarded in order to seek reimbursement for eligible expenses; and

WHEREAS, the rules are being suspended in order to meet the WEDC deadline of June 21, 2023 for submission of the contract.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Community Development Investment Vibrant Spaces Grant Agreement Between the Wisconsin Economic Development Corporation and City of Sheboygan, a copy of which is attached hereto, in order to secure funding, submit requests for reimbursement prior to the December 31, 2024 Project End Date, sign and submit required documents, and take necessary action to comply with approved award activities and complete the project.

*Suspend Rules
Adopt Res*

BE IT FURTHER RESOLVED: That the Finance Director is hereby directed to include the associated WEDC grant, City contributions and project expenses in the 2024 budget and to bring forward a budget amendment if the project is able to be completed at an earlier time than anticipated.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**COMMUNITY DEVELOPMENT INVESTMENT VIBRANT SPACES GRANT
AGREEMENT**

BETWEEN

THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

AND

CITY OF SHEBOYGAN

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Sheboygan (“Recipient”). Certain capitalized terms are defined in Section 1 of this Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Community Development Investment Vibrant Spaces Grant Program (“CDI-VS Funds”);

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI-VS Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to Fifty Thousand Dollars (\$50,000) in CDI-VS Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 20 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of CDI-VS Funds.

(c) “CDI-VS Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Community Development Investment Vibrant Spaces Grant Program in accordance with this Agreement.

(d) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Project Costs” means costs for which CDI-VS Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and the Project End Date.

(f) “Ineligible Costs” means costs for which CDI-VS Funds and Matching Funds may not be used including: costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs for events; costs for private spaces that are not open to the public; indirect expenses or soft costs; in-kind contributions; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; signage (except for wayfinding, interpretive signage, a single entrance or gateway sign and kiosks); financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests, interior renovations (except for restrooms), district or community-wide improvement projects, staffing, programming, ongoing maintenance, lease costs, and demolition costs.

(g) “Leverage” means funding provided for the Project other than CDI-VS Funds, including Matching Funds.

(h) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of CDI-VS Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI-VS Funds contemplated under this Agreement, Matching Funds must be at least Fifty Thousand Dollars (\$50,000). No more than Fifty Percent (50%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Community Development Investment Vibrant Spaces Grant Program in force as of the Effective Date.

(j) “Project” means the Recipient assisting in the enhancement of Uptown Parklet, in accordance with the Application and the terms of this Agreement.

(k) “Project End Date” means December 31, 2024, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI-VS Funds and Matching Funds.

(l) “Project Location” means the site or sites at which the Project will take place, specifically public right of way between 1202 and 1132 North 8th Street, Sheboygan, Wisconsin and related Project space.

(m) “Project Start Date” means March 23, 2023, the date on which the Project begins and the Recipient may start incurring costs against CDI-VS Funds and Matching Funds.

(n) “Recipient” means City of Sheboygan.

(o) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

Item 22.

2. CDI-VS Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Fifty Thousand Dollars (\$50,000) in CDI-VS Funds.

3. Recipient’s Obligations. The Recipient will or will ensure that:

(a) The Project is completed as it is contemplated in the Application and in accordance with the terms of this Agreement,

(b) CDI-VS Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES		TOTAL
Budget Code	Eligible Project Costs	CDI-VS Funds	Public Funds	
0330	Public Facilities	\$50,000	\$50,000	\$100,000

(i) Eligible Project Costs to be applied to CDI-VS Funds for public facilities include specifically stage construction, street painting, sidewalk, curbs, and gutters construction associated with the Project, seasonal furniture, fixtures and equipment, and parklet signage (including installation).

(ii) Eligible Project Costs to be applied to Matching Funds for public facilities include specifically stage construction, street painting, sidewalk, curbs, and gutters construction associated with the Project, seasonal furniture, fixtures and equipment, parklet signage (including installation) and site preparation (storm/water/sewer).

(c) CDI-VS Funds or Matching Funds are not used for Ineligible Costs.

(d) Matching Funds from non-WEDC sources are secured sufficient to achieve the match requirement of the CDI-VS Funds under this Agreement. Matching Funds must equal at least Fifty Thousand Dollars (\$50,000) in order for the Recipient to obtain the maximum amount of the CDI-VS Funds, and must be documented prior to the final reimbursement.

(e) WEDC’s logo will be prominently displayed on any signage at the Project Location.

(f) Reports are provided to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI-VS Funds contemplated by this Agreement to the Recipient on a reimbursement basis. The Recipient may request CDI-VS Funds in up to Two (2) reimbursements and each reimbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI-VS Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI-VS Funds being requested.

(d) If an Eligible Project Cost is more than Two Thousand Five Hundred Dollars (\$2,500), the Recipient submitting to WEDC proof of payment documentation evidencing that the Eligible Project Cost incurred at the Project Location against the CDI-VS Funds and the Matching Funds covered by the request have been paid. Proof of payment documentation may include the following:

- (i) Receipt showing payment;
- (ii) Statement from the vendor showing the payment has been applied to a particular invoice;
- (iii) Subsequent invoices showing the first payment was applied;
- (iv) Copy of a cancelled check;
- (v) Image of original check with check number, accompanied by a bank statement showing check number clearing;
- (vi) Credit card statement showing purchase amount and vendor which match the invoice;
- (vii) Bank statement showing wire or ACH purchase that matches the invoice;
- (viii) Letter from vendor, on vendor letterhead, specifying the invoice number was paid; or
- (ix) Lien waivers for construction including the dollar amount which matches the invoice or invoice totals.

(e) If an Eligible Project Cost is Two Thousand Five Hundred Dollars (\$2,500) or less, the Recipient submitting documentation evidencing that the Eligible Project Cost incurred at the Project Location against both the CDI-VS Funds and the Matching Funds covered by the request has been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same); and
- (v) Project Location.

(f) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(g) The Recipient requesting all CDI-VS Funds no later than February 28, 2025.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

Item 22.

(a) A performance report, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report must include information required by WEDC to determine Project performance which must include, at a minimum, photos of the completed Project, which may be used for marketing purposes, a financial overview and narrative summary of the Project including the impact that the Project had on the number and type of audiences using the space, nearby businesses, and the number of events held at the Project Location, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Capital Investment	\$159,195
Leverage – Total	\$136,853

* These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
March 23, 2023 - December 31, 2024	Performance Report	March 1, 2025

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Event of Default. The occurrence of any one or more of the following events constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

7. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period will in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI-VS Funds.

(b) These amounts must be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI-VS Funds.

8. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for the completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

9. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

10. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient, and the performance report provided to WEDC. All of the Recipient's financial records must be complete and accurate, and prepared, kept, and maintained

in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials must be retained by the Recipient for a period of at least Three (3) years after March 1, 2025.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

11. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

12. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

13. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, must be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

14. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

15. LIMITATION OF LIABILITY. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

16. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement. Instead, this Agreement will be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment will be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement will be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

17. WEDC is Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

18. Captions. The captions in this Agreement are for convenience of reference only and not define or limit any of the terms and conditions set forth herein.

19. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement will operate as a waiver, nor will any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

20. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____ Date _____
 Melissa L. Hughes,
 Secretary and CEO

CITY OF SHEBOYGAN

By: _____ Date _____
 Ryan Sorenson,
 Mayor

Attest: _____ Date _____
 Meredith DeBruin,
 City Clerk

Date:

This document authorized by and in accordance with Res. No. ____-23-24.

Notices to the Recipient hereunder must be in writing and will be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Sheboygan
 828 Center Avenue, Suite 208
 Sheboygan, WI 53081
 Attn: Charles Adams
 Email: charles.adams@sheboyganwi.gov

Notices to WEDC hereunder must be in writing and will be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development
 Corporation
 Division of Credit & Risk
 P.O. Box 1687
 Madison, WI 53701
 Attn: Community Development Investment
 Contract # CDI-VS FY23-53542
 Email: legal@wedc.org

EXHIBIT A REQUEST FOR WEDC PAYMENT

Award Number: CDI-VS FY23-53542		Rep:	Recipient: City of Sheboygan
FEIN #	Bill.com Payment Network ID (PNI):	Request Number:	
Program: Community Development Investment Grant		Award Type: Grant	
Funding Period Covered by this Request From: _____ To: _____			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0330	Public Facilities					
TOTAL:						

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may lapse.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Reimbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI-VS Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI-VS Funds being requested. _____
- If an Eligible Project Cost is more than Two Thousand Five Hundred Dollars (\$2,500), the Recipient submitting to WEDC proof of payment documentation evidencing that the Eligible Project Cost incurred at the Project Location against the CDI-VS Funds and the Matching Funds covered by the request has been paid. Proof of payment documentation may include the following: Receipt showing payment; Statement from the vendor showing the payment has been applied to a particular invoice; Subsequent invoices showing the first payment was applied; Copy of a cancelled check; Image of original check with check number, accompanied by a bank statement showing check number clearing; Credit card statement showing purchase amount and vendor which match the invoice; Bank statement showing wire or ACH purchase which match the invoice; Letter from vendor, on vendor letterhead, specifying the invoice number was paid; or, Lien waivers for construction including the dollar amount which matches the invoice or invoice totals. _____
- If an Eligible Project Cost is Two Thousand Five Hundred Dollars (\$2,500) or less, the Recipient submitting documentation evidencing that the Eligible Project Cost incurred at the Project Location against both the CDI-VS Funds and the Matching Funds covered by the request has been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _____

- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all CDI-VS Funds no later than February 28, 2025. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

 WEDC Division VP or Designee

 Date

 WEDC Servicing

 Date

 WEDC Controller or Finance Department

 Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy may be required to be sent upon request.

III

Res. No. 23 - 23 - 24. By Alderpersons Dekker and Rust. June 19, 2023.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2022 Compliance Maintenance Annual Report (CMAR) has been reviewed.

WHEREAS, the rules are being suspended in order to meet the WDNR deadline of June 30, 2023 for submission of the report.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby informs WDNR that the Common Council has reviewed the 2022 CMAR, which is attached to this Resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2022 CMAR.

BE IT FURTHER RESOLVED: That the 2022 CMAR be accepted and placed on file.

*Suspend rules
Adopt Res*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

6/16/2023

2022

Item 23.

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

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

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	7.9596	x	223	x	8.34	=	14,815
February	7.6294	x	227	x	8.34	=	14,448
March	10.8293	x	163	x	8.34	=	14,747
April	14.4433	x	119	x	8.34	=	14,327
May	11.8588	x	138	x	8.34	=	13,649
June	12.0469	x	154	x	8.34	=	15,517
July	9.2294	x	192	x	8.34	=	14,789
August	9.0626	x	212	x	8.34	=	16,020
September	8.7819	x	188	x	8.34	=	13,787
October	7.8745	x	207	x	8.34	=	13,563
November	8.7213	x	213	x	8.34	=	15,481
December	8.9840	x	202	x	8.34	=	15,162

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

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

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

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

6/16/2023

2022

Item 23.

3. Flow Meter

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

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

2022-08-23

☐ No

If No, please explain:

4. Sewer Use Ordinance

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

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

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

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☐ Yes

☐ No

☐ No

☒ No

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

Septic Tanks

☒ Yes

201849

gallons

☐ No

Holding Tanks

☒ Yes

5890959

gallons

☐ No

Grease Traps

☐ Yes

0

gallons

☒ No

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

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

6. Pretreatment

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

☐ Yes

☒ No

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

N/A

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per:
6/16/2023 2022

Item 23.

<div><div><div><div><div><div></div></div><div>● Yes</div></div><div><div><div></div></div><div>○ No</div></div></div><div>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</div><div>We received industrial dairy wastes and process was unaffected.</div></div></div>	
--	--

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

6/16/2023

2022

Item 23.

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	5	1	0	0
March	25	22.5	2	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	3	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	2	1	0	0
October	25	22.5	1	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	3	1	0	0

* Equals limit if limit is ≤ 10

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

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

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

N/A

2. Flow Meter Calibration

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

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

☒ No

If No, please explain:

We do not have an effluent flowmeter.

3. Treatment Problems

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

There were no issues with treatment during 2022.

4. Other Monitoring and Limits

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

☐ Yes

☒ No

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per:
6/16/2023 **2022**

Item 23.

If Yes, please explain:

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

☐ Yes

☒ No

If Yes, please explain:

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

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

6/16/2023

2022

Item 23.

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	7	1	0	0
March	30	27	5	1	0	0
April	30	27	4	1	0	0
May	30	27	3	1	0	0
June	30	27	4	1	0	0
July	30	27	3	1	0	0
August	30	27	3	1	0	0
September	30	27	4	1	0	0
October	30	27	4	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			

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

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

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

N/A

0

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

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Item 23.

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

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

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	23		1.323	0					
February	23		1.793	0					
March	23		3.919	0					
April	23		1.69	0					
May									
June									
July									
August									
September									
October									
November	23		.843	0					
December	23		2.332	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

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

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

N/A

0

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

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Item 23.

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

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

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.316	1	0
February	.9	0.384	1	0
March	.9	0.235	1	0
April	.9	0.179	1	0
May	.9	0.185	1	0
June	.9	0.246	1	0
July	.9	0.277	1	0
August	.9	0.364	1	0
September	.9	0.377	1	0
October	.9	0.289	1	0
November	.9	0.269	1	0
December	.9	0.285	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

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

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

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

N/A

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

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Item 23.

Biosolids Quality and Management

1. Biosolids Use/Disposal

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

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

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

1.1.1 If you checked Other, please describe:

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

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

Outfall No. 005 - EQ Dried Sludge - Silo

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75		2.1		<1.07		<3.6		6.4		3.9	6.1			0	0
Cadmium		39	85		1.73		2.9		.46		.76		.7	.74			0	0
Copper		1500	4300		388		376		270		350		360	370			0	0
Lead		300	840		21.1		20.4		17		22		22	22			0	0
Mercury		17	57		.29		.411		.27		.61		.77	.36			0	0
Molybdenum	60		75		10.4		9.09		8.6		12		13	14		0		0
Nickel	336		420		25.2		24.5		20		28		34	36		0		0
Selenium	80		100		<1.3		<1.27		<8.9		<6.1		<5.7	6.5		0		0
Zinc		2800	7500		701		657		440		600		650	700			0	0

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

Exceedence Points

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

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

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

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

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

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

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

0

4. Pathogen Control (per outfall):

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

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2022 - 02/28/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2022 - 04/30/2022
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2022 - 06/30/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Sample taken from end of Dryer process.

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2022 - 08/31/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the end of the dryer process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2022 - 08/31/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the silo at the end of conveyance from the dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2022 - 10/31/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2022 - 12/31/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Treatment
Process Description:	Exceptional quality Sludge from the sludge dryer

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2022 - 02/28/2022
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2022 - 04/30/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2022 - 06/30/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Sample taken from end of silo conveyance process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2022 - 10/31/2022
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2022 - 12/31/2022
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Treatment
Process Description:	Exceptional quality Sludge from the sludge dryer

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

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

○ Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

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

Outfall Number:	004
Method Date:	02/22/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.10

Outfall Number:	004
Method Date:	04/18/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.70

Outfall Number:	004
Method Date:	06/06/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.50

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Outfall Number:	004
Method Date:	08/08/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.70

Outfall Number:	004
Method Date:	10/10/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.20

Outfall Number:	004
Method Date:	11/07/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

Outfall Number:	005
Method Date:	02/22/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.60

Outfall Number:	005
Method Date:	04/18/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.10

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Outfall Number:	005
Method Date:	06/06/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.90

Outfall Number:	005
Method Date:	08/08/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.30

Outfall Number:	005
Method Date:	10/10/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.50

Outfall Number:	005
Method Date:	11/07/2022
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.50

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

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- ☐ >= 180 days (0 Points)
- ☐ 150 - 179 days (10 Points)
- ☐ 120 - 149 days (20 Points)
- ☐ 90 - 119 days (30 Points)
- ☐ < 90 days (40 Points)
- ☐ N/A (0 Points)

6.2 If you checked N/A above, explain why.

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7. Issues	
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:	

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

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Item 23.

Staffing and Preventative Maintenance (All Treatment Plants)

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

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

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Item 23.

Operator Certification and Education

1. Operator-In-Charge

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

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

Name:

TYLER J HOFFMANN

Certification No:

36909

0

2. Certification Requirements

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

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

0

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

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

3. Succession Planning

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

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

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

0

4. Continuing Education Credits

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

110

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OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
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Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Item 23.

Financial Management

1. Provider of Financial Information

Name:

Kaitlyn Krueger

Telephone:

920-459-3440

(XXX) XXX-XXXX

E-Mail Address
(optional):

Kaitlyn.Krueger@sheboyganwi.gov

2. Treatment Works Operating Revenues

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

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

N/A

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

2022

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

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

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

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

Year:

2022

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 1,975,199.60

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

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 1,975,199.60

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

+

\$ 0.00

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

- \$ 0.00

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

\$ 1,975,199.60

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

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

N/A

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

0

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

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

☒ Yes

☐ No

If No, please explain.

4. Future Planning

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

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

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing the last primary and secondary clarifier drives. When completed each clarifier drive will have been replaced over the course of the past 5 years.	\$210,000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anaerobic zones.	\$440,000	2023
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	\$5,000,000	2027
4	Replacement aeration blower.	\$375,000	2025
5	Update 6th and Pershing Lift Station. The lift station will be painted and the controls and electrical will be upgraded.	\$125,000	2023
6	Paint Indiana Lift Station. The lift station cans will be cleaned and painted.	\$100,000	2024
7	Bleach and Bisulfite Tank Replacement	\$250,000	2024
8	Administrative Building HVAC Controls and air conditioning unit. The Admin building will be broken up into zones and the heating and air conditioning controls will be updated along with replacement of the air conditioning unit.	\$550,000	2024
9	Ferric Chloride Tank Replacement	\$150,000	2025
10	Grit System Modifications. Baffles will be installed in the pista grit to improve both low and high flow performance.	\$125,000	2025
11	Replace heat exchangers for the anaerobic digesters.	\$400,000	2023

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12	Final Effluent Pumping system replacement	\$75,000	2023
13	Dryer Maintenance beams installation	\$75,000	2023
14	North Avenue lift station generator control upgrades	\$40,000	2024
15	North Avenue lift station controls upgrade	\$50,000	2025
16	Replace north entrance gates to treatment plant	\$50,000	2025
17	Paint North Avenue lift station	\$100,000	2025
18	Administration Building roof replacement	\$550,000	2026
19	Indiana Avenue lift station isolation wet well	\$450,000	2026
20	Kentucky Avenue lift station upgrade	\$3,400,000	2027
21	Replace Influent building roof	\$450,000	2027
22	Complete small storm sewer projects to reduce I/I	\$250,000	2027
23	Install VFDs on Influent Pumps 2, 3, 4	\$127,500	2027
24	Replace Influent Building HVAC	\$400,000	2027

5. Financial Management General Comments

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

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	50,108	713
February	43,139	658
March	51,154	484
April	72,216	262
May	52,193	45
June	57,126	2
July	45,679	0
August	42,550	1
September	51,387	0
October	42,919	14
November	46,647	86
December	51,854	423
Total	606,972	2,688
Average	50,581	269

6.1.2 Comments:

N/A

6.2 Energy Related Processes and Equipment

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

☒ Comminution or Screening

☒ Extended Shaft Pumps

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- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

N/A

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

☐ No

☒ Yes

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

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

6.4 Future Energy Related Equipment

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

Replace VFDs at North Ave. Replace pump controls & generator controls at North Ave. and Kentucky Ave. Replace pumps and controls at 6th & Pershing.

7. Treatment Facility

7.1 Energy Usage

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

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TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	525,600	246.75	2,130	459.27	1,144	6,893
February	496,800	213.62	2,326	404.54	1,228	11,991
March	569,700	335.71	1,697	457.16	1,246	24,383
April	595,800	433.30	1,375	429.81	1,386	22,967
May	550,800	367.62	1,498	423.12	1,302	17,242
June	657,900	361.41	1,820	465.51	1,413	10,143
July	688,500	286.11	2,406	458.46	1,502	6,402
August	578,700	280.94	2,060	496.62	1,165	3,226
September	469,800	263.46	1,783	413.61	1,136	7,403
October	584,100	244.11	2,393	420.45	1,389	6,248
November	503,100	261.64	1,923	464.43	1,083	8,750
December	471,600	278.50	1,693	470.02	1,003	7,506
Total	6,692,400	3,573.17		5,363.00		133,154
Average	557,700	297.76	1,925	446.92	1,250	11,096

7.1.2 Comments:

N/A

7.2 Energy Related Processes and Equipment

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

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

Process water system pumping.

7.2.2 Comments:

N/A

7.3 Future Energy Related Equipment

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

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

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

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

☒ Flared Off

☒ Building Heat

☒ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

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

☐ No

☒ Yes

☒ Entire facility

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

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

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

Total Points Generated

Score (100 - Total Points Generated)

Section Grade

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Sanitary Sewer Collection Systems

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

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

- Yes
- No

If No, explain:

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

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

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

- ☒ Goals [NR 210.23 (4)(a)]

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

Continue to implement a preventative maintenance program and respond to emergency overflows. Provide adequate capacity to convey wet-weather flows. Provide resources to mitigate Sanitary Sewer Overflows.

Did you accomplish them?

- Yes
- No

If No, explain:

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

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

- ☒ Legal Authority [NR 210.23 (4) (c)]

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

City of Sheboygan Sewer Ordinance

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

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

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

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

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

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

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

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

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

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

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

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

Cleaning	<input type="text" value="24.29"/>	% of system/year
Root removal	<input type="text" value="1.10"/>	% of system/year
Flow monitoring	<input type="text" value="28"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="2.74"/>	% of system/year
Manhole inspections	<input type="text" value="59"/>	% of system/year
Lift station O&M	<input type="text" value="21.8"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0.83"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0.51"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year

0

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

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

3. Performance Indicators

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

Total actual amount of precipitation last year in inches
 Annual average precipitation (for your location)
 Miles of sanitary sewer
 Number of lift stations
 Number of lift station failures
 Number of sewer pipe failures
 Number of basement backup occurrences
 Number of complaints
 Average daily flow in MGD (if available)
 Peak monthly flow in MGD (if available)
 Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)
 Sewer pipe failures (pipe failures/sewer mile/yr)
 Sanitary sewer overflows (number/sewer mile/yr)
 Basement backups (number/sewer mile)
 Complaints (number/sewer mile)
 Peaking factor ratio (Peak Monthly:Annual Daily Avg)
 Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

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

Date	Location	Cause	Estimated Volume
None reported			

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

5. Infiltration / Inflow (I/I)

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

☐ Yes

☒ No

If Yes, please describe:

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

☐ Yes

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<ul style="list-style-type: none">● No <p>If Yes, please describe:</p> <div></div> <p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <div></div> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <div>We continue to line sewers as roads are repaired or pipe repairs are required. Plans to repair and protect the Lakeshore Interceptor manholes are proceeding and construction on this project is expected to start in late 2023.</div>	
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Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent				
BOD/CBOD				
TSS				
Ammonia				
Phosphorus				
Biosolids				
Staffing/PM				
OpCert				
Financial				
Collection				
TOTALS			0	0
GRADE POINT AVERAGE (GPA) =				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

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

Influent Flow and Loadings: Grade =

Effluent Quality: BOD: Grade =

Effluent Quality: TSS: Grade =

Effluent Quality: Ammonia: Grade =

Effluent Quality: Phosphorus: Grade =

Biosolids Quality and Management: Grade =

Staffing: Grade =

Operator Certification: Grade =

Financial Management: Grade =

Collection Systems: Grade =

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

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

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

G.P.A. =

Res. No. 19 - 23 - 24. By Alderpersons Salazar and Felde. June 19, 2023.

A RESOLUTION authorizing the appropriate City officials to execute the Clinical Affiliation Agreement between the City of Sheboygan and Lakeshore Technical College with regard to providing students with supervised clinical experiences at City of Sheboygan Fire Department clinical education sites.

RESOLVED: That the Fire Chief is hereby authorized to execute the Clinical Affiliation Agreement between the City of Sheboygan and Lakeshore Technical College, a copy of which is attached hereto and incorporated herein.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CLINICAL AFFILIATION AGREEMENT

Effective Date: **June 1, 2023**

This Clinical Affiliation Agreement is made and executed as of the date first written above at Cleveland, Wisconsin, by and between the LAKESHORE TECHNICAL COLLEGE, a Wisconsin institution for technical education and training (“LTC”), and The City of Sheboygan, a municipal corporation, through the City of Sheboygan Fire Department (“SFD”).

W I T N E S S E T H:

WHEREAS, LTC administers educational curricula for various health services (each a “Program” and collectively the “Programs”), and seeks to provide, as part of the Program curricula, supervised clinical experiences for LTC students enrolled in the Programs (“Students”);

WHEREAS, LTC seeks to train future health care practitioners by providing Students with supervised clinical experiences at City of Sheboygan Fire Department clinical education sites, consistent with the educational objectives of Students and LTC, including its site located at 1326 N. 25th St., Sheboygan, WI 53081 (the “Site”).

WHEREAS, LTC and the SFD have determined that each may best accomplish its objectives by mutual assistance, and seek to set forth their rights and responsibilities in this Agreement;

NOW THEREFORE, LTC and the SFD agree as follows:

AGREEMENT

1. **LTC’S RESPONSIBILITIES.** In addition to its responsibilities described elsewhere in this Agreement, LTC shall have the following responsibilities:

1.1 **Preparing students for Clinical Placement.** LTC shall assure, through qualified faculty that each Student assigned to the Site is adequately prepared to benefit from such assignment. A Student’s preparedness shall be measured by: (i) academic performance indicating an ability to understand what a Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 **Assigning Students to the Clinical Education Setting.** After receiving from SFD the number of placements available for Students, LTC shall select Students to be assigned (with the approval of SFD) to the Site. LTC shall notify SFD of the Students assigned to the Site, and each Student’s availability for participation in clinical experiences.

1.3 Educational Coordinator. LTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title, and telephone number to SFD prior to or concurrent with notification per section 1.2. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Accreditation and Licensure. LTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization. LTC shall promptly notify SFD of any change in its accreditation or licensure status.

1.5 Background Investigative Disclosure. All Students who are assigned to the Site shall have had a background check performed under the direction of LTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services, and from similar out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, LTC will evaluate the record to determine if the individual is ineligible to participate in the program based on Wis. Stat. s. 50.065, Wis. Admin. Code Ch. DHC 12, or any other applicable law. Prior to placement of the Student, LTC will notify SFD in writing of any crime for which Student has been convicted so that SFD may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. SFD may refuse placement of any Student it believes could put its patients, employees and/or visitors at risk. LTC will notify SFD when LTC becomes aware that any Student assigned to the Site is charged with or convicted of any crime or is investigated by any governmental agency.

2. SFD RESPONSIBILITIES. In addition to its responsibilities described elsewhere in this Agreement, SFD shall have the following responsibilities:

2.1 Number of Placements. SFD shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision SFD can provide over a period of time, or other such description of capacity. SFD shall communicate such capacity to LTC before Students may be assigned to the Site.

2.2 Site Coordinator. SFD shall appoint an employee to serve as a coordinator at the Site for each Program (the “Site Coordinator”), and shall communicate his or her name, title and telephone number to the LTC Educational Coordinator. SFD shall be responsible for overall management of the experience at the Site, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. SFD shall provide LTC’s faculty and Students with a comprehensive orientation to the Site, including all applicable policies and procedures and expectations of SFD, and a tour of the Site. Such orientation shall include a comprehensive orientation to the SFD’s emergency and safety protocols and policies.

2.4 Qualified Supervision. SFD shall maintain throughout the term of the Agreement a student/practitioner ratio in accordance with Wisconsin law.

2.5 Student Access to the Clinical Education Setting and Patients. SFD shall permit access by Students to any and all areas of the Site as reasonably required to support Students’ clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria, and parking facilities. SFD reserves the right to refuse access to any Student who does not meet, in SFD’s reasonable determination, its standards for safety, health or proper conduct.

2.6 Accreditation, Licensure and Eligibility. SFD shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate, from the Joint Commission on Accreditation on Healthcare or as approved by the State of Wisconsin; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. SFD shall immediately notify LTC of any change in SFD’s qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical component offered by LTC shall in all respects be implemented and administered by SFD in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by LTC, and all applicable laws.

2.8 Inspections. Upon reasonable request, SFD shall permit inspection of its premises by LTC, Program oversight agencies, if any, and other authorities.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their responsibilities described elsewhere in this Agreement, LTC and SFD shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. LTC and SFD shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Site. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Site, including the Student's impact upon patients' wellbeing; (ii) the importance of abiding by SFD's rules and regulations; (iii) the confidentiality of patient identities and health information; and (iv) the Student's responsibilities under Section 4 below. If SFD reasonably requests, LTC shall promptly provide feedback to SFD regarding Students' evaluation of their clinical experience at the Site. If LTC reasonably requests, SFD shall promptly provide feedback to LTC regarding Students' performance at the Site and additional feedback as described in the Program memorandum, if any. The foregoing notwithstanding, SFD will have primary responsibility for Student behavior at the Site.

3.2 Review and Evaluation of Affiliation. LTC and SFD shall review and evaluate any and all aspects of their affiliation at periodic intervals, and will work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 9 below, to reflect changes in the parties' relationship.

4. STUDENT RESPONSIBILITIES. Students' responsibilities shall include the following:

4.1 Conduct. At all times while on the Site, Students shall conduct themselves in a professional manner and shall refrain from loud, boisterous, offensive, or otherwise inappropriate conduct. Students shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while at the Site. Students shall abide by all policies, rules and regulations established by SFD and LTC.

4.2 Timeliness. Students shall report to the Site at the assigned place and time. Students shall immediately inform SFD and LTC of their inability to report to the Site as assigned.

4.3 Uniform and Identification. Students shall wear the uniform or other clothing as directed by LTC and shall display proper identification as directed by SFD. Students' appearance shall at all times be neat and clean.

4.4 Personal Expenses. While at the Site, Students shall be responsible for their personal expenses such as meals, travel, medical care, and incidentals.

4.5 Evaluation of Clinical Experience. Upon request of LTC or SFD, Students shall provide a candid evaluation of the clinical experience at the Site, including, without limitation, preparation for the on-site experience, orientation to the Site, and experience and supervision at the Site.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If a Student is injured or becomes ill while at the Site, SFD shall provide emergency or urgent medical care as appropriate, consistent with SFD's capability and policies and the medical capabilities at the Site. SFD shall promptly notify LTC that the Student has been injured or become ill. Students shall bear financial responsibility for charges associated with such treatment.

5.2 Immunizations. LTC shall ensure Students have received, before reporting to the Site, appropriate immunizations and vaccines, or, in the alternative, have completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. SFD shall instruct Students regarding OSHA policies, and regarding precautions and other procedures to protect Students, patients and SFD personnel from blood-borne and other pathogens.

6. Final Authority. Anything in this Agreement to the contrary notwithstanding, SFD retains final authority for all aspects of operations at and management of the Site.

7. Remuneration. Students will not receive remuneration for services relating to the Program and performed for or on behalf of SFD.

8. TERM AND TERMINATION

8.1 Initial and Renewal Term. Subject to Section 8.2 below, this Agreement shall be effective as of the date set forth above and shall continue for an initial term of one calendar year. Thereafter, this Agreement shall automatically renew and continue in full force and effect for successive one-year terms. Either party may choose to not renew this Agreement by providing the other party with at least sixty (60) days' advance written notice. If either party's non-renewal of this Agreement disrupts the clinical experience of any Student in a Program, the Agreement shall remain in full

force and effect until such time as this Agreement may expire without disruption of such Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Site.

8.2 Termination. Notwithstanding Section 8.1 above, this Agreement may be terminated as follows:

A. By Agreement. LTC and SFD may terminate this Agreement at any time upon written agreement.

B. For Cause. A party may terminate this Agreement for cause as follows:

(1) A party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party. The non-breaching party shall provide written notice to the breaching party that explains the nature of the material breach; provides an opportunity to cure the breach to the reasonable satisfaction of the non-breaching party within 30 days, and states the non-breaching party's intent to terminate this Agreement if the breach not timely cured.

(2) If the material breach is not timely resolved to the non-breaching party's reasonable satisfaction, the non-breaching party shall promptly provide written confirmation of termination. .

(3) If termination pursuant to Section 8.2(B) disrupts the clinical experience of any Student in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as the Student(s)' clinical experience may be completed or transferred to another program. During any period in which notice of material breach or termination has been provided or is applicable, no new Student may be placed at the Site.

C. Suspension. LTC may immediately suspend this Agreement upon written notice to SFD if SFD fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. SFD may suspend this Agreement immediately upon written notice to LTC if LTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.4 of this Agreement.

8.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations

accruing under the terms of this Agreement prior to the date of termination. Neither party is precluded from pursuing all legal and equitable remedies if any breach of this Agreement caused damages to such party. However, neither party shall be liable to the other for any indirect, consequential, or exemplary damages.

8.4 Termination of a Student's Clinical Education Site Due to Student's Actions. Notwithstanding the foregoing, if a Student fails to substantially perform as required in this Agreement, either party may terminate the Student from the Program. In such case, the parties shall confer prior to termination to determine the appropriate outcome and timeline for same. Upon agreement, LTC shall notify Student of the failure, the outcome caused thereby, and the parties' intention to terminate as well as the termination effective date. Aggrieved students shall have exclusive remedy in accordance with LTC policies and procedures.

9. AMENDMENTS AND MODIFICATIONS. This Agreement may be modified by signed, written agreement of the parties at any time.

10. INDEMNIFICATION AND LIABILITY

10.1 Indemnification by SFD. To the extent permitted by law, SFD shall indemnify, hold harmless and defend LTC from and against any and all liability, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of SFD's responsibilities under this Agreement.

10.2. Indemnification by LTC. To the extent permitted by law, LTC shall indemnify, hold harmless and defend the City, its officials, employees, and agents from and against any and all liability, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of LTC's responsibilities under this Agreement.

10.3. Notice of Claim. Upon notice of a claim made by a third party for which indemnification is sought, the notified party shall immediately provide notice to the other party of such claim. Each party shall be responsible for their own defense unless the parties agree to joint representation. Costs and fees shall be at the Court's discretion.

11. INSURANCE.

11.1 LTC. LTC shall maintain for the duration of this Agreement general and professional liability insurance listing the City of Sheboygan as an additional insured with policy limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year. Evidence of such insurance

shall be provided to SFD upon Agreement execution and upon request thereafter.

12. DISPUTE RESOLUTION. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

13. NOTICES AND COMMUNICATION

13.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been given, in the case of personal delivery, upon receipt; in the case of mail delivery, two business days after deposit in the United States mail, first class delivery, postage prepaid and addressed to the street address set forth below; and, if by email, to the email address set forth below with no receipt of a failure of the transmission of the email:

If to LTC: **Lakeshore Technical College, Inc.**

ATTN: Rob Schmidt
Associate Dean of Public Safety
1290 North Avenue
Cleveland, WI 53015

If to SFD: **Sheboygan Fire Department**

Attn: Asst. Chief Mike Lubbert
1326 N. 25th Street
Sheboygan, WI 53081

The addresses above shall be presumed to be accurate and current until notice of a different address is given according to the procedure(s) in this Section 13.

14. NON-EXCLUSIVE. LTC shall be free to enter into similar agreements with other facilities, and SFD shall be free to enter into similar agreements with other educational institutions.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Wisconsin (regardless of such State's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

16. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. ASSIGNMENT. Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

18. RELATIONSHIP OF PARTIES. During the term of this Agreement, LTC and SFD, shall be, at all times, independent contractors of the other.

19. CONFIDENTIALITY OF RECORDS

19.1 Student Records. Many student educational records are protected by the Family Educational Rights and Privacy Act (“FERPA”) and, generally, student permission must be obtained before releasing specific student data to anyone other than LTC. LTC will provide SFD with guidance with respect to compliance with FERPA, but LTC assumes no responsibility for SFD’s failure to comply with FERPA or any other laws dealing with the confidentiality of student records.

19.2 Patient Health Care Records. Patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act (“HIPAA”). Generally, the written permission of the patient (or person authorized by the patient) must be obtained before disclosing patient health information. SFD will provide Students and LTC with guidance with respect to compliance with these statutes and regulations, but SFD assumes no responsibility for LTC’s or any Student’s failure to comply with HIPAA or any other laws dealing with the confidentiality of patient records.

20. NON-DISCRIMINATION. LTC and SFD shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by LTC and the City.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all other agreements, in writing or oral, between the parties hereto with respect to the subject matter hereof.

22. NO THIRD PARTY BENEFICIARIES. No third parties (including any Student) are intended to benefit from this Agreement, and no third-party beneficiary rights shall be implied from anything contained in this Agreement.

22. WAIVER. Any party may waive, in writing, any term contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term.

23. COUNTERPARTS. This Agreement may be executed in counterparts,

24. SIGNATURES. Photocopied, PDF, electronic and other facsimile signatures on this Agreement and any other document that may be signed pursuant to this Agreement shall have the same effect as original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LAKESHORE TECHNICAL COLLEGE

By: _____
Paul D. Carlsen
President

Date: _____

Sheboygan Fire Department

By: _____
Eric Montellano
Fire Chief

Date: _____

III

Res. No. 20 - 23 - 24. By Alderpersons Dekker and Rust. June 19, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Bay-Lake Regional Planning Commission to update the Sheboygan Urbanized Area Sewer Service Plan and authorizing payment for such services.

WHEREAS, in conjunction with a technical advisory committee consisting of representatives from the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, and Towns of Mosel, Sheboygan, Sheboygan Falls, and Wilson, the City developed a Sheboygan Urbanized Area Sewer Service Plan ("SSA") in 2009, 2010, and 2011; and

WHEREAS, the SSA identifies existing sewer areas and adjacent land most suitable for new development accommodating growth to 2030; and

WHEREAS, the SSA is due for an update to accommodate future growth to 2050; and

WHEREAS, Bay-Lake Regional Planning Commission is a multi-service planning agency that provides planning and technical assistance to member local units of government, of which, the City of Sheboygan is one.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached Contract for Professional Services Between the Bay-Lake Regional Planning Commission and the City of Sheboygan, Sheboygan County, Wisconsin.

BE IT FURTHER RESOLVED: That the Finance Director is authorized and directed to draw on Account No. 630361-513100 (Wastewater - Contracted Services) in payment of same.

PD

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
BAY-LAKE REGIONAL PLANNING COMMISSION AND THE
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN
(Sheboygan Urbanized Area Sewer Service Plan Update)**

This Agreement entered this ____ day of _____, 2023, by and between the City of Sheboygan, (herein called the "City") and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WITNESSETH: The City of Sheboygan is a participating member of the Commission; and

WHEREAS, the City has requested the Commission to provide services for the update of the Sheboygan Urbanized Area Sewer Service Plan (with a new horizon year of 2050); 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. The City 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.
 - A. The Commission will provide consultant services as detailed in the *2050 Sheboygan Urbanized Area Sewer Service Plan Update: Scope of Services and Cost Proposal*, dated February 6, 2023.
 - B. The Commission shall coordinate all of its work with the Technical Advisory Committee for the *Sheboygan Urbanized Area Sewer Service Plan*, or other assigned personnel, to guide the process of preparing the *2050 Sheboygan Urbanized Area Sewer Service Plan Update*.
- III. Assistance from the City.
 - A. The City agrees to supply all such data and assistance reasonably available to the City upon the request of the Commission.
 - B. The City agrees to notice all public meetings associated with this project in accordance with state law and provide a site for all meetings.
- 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 the City nor shall they have any contractual relationships with the City.
 - B. All of the services required hereunder will be performed by the Commission or under supervision of its personnel.
 - C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the City.

- V. Time of Performance. This contract will be in effect as of the date first above written through May 31, 2024, and may be extended upon the mutual agreement of the Commission and the City. The project will officially start in May 2023.
- VI. Total Fee for Services. Total fee for services will be up to **\$30,000** as detailed in the *2050 Sheboygan Urbanized Area Sewer Service Plan Update: Scope of Services and Cost Proposal*, dated February 6, 2023.
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the City will reimburse the Commission monthly, after receiving an invoice from the Commission.
- VIII. Termination for Convenience of the City. 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, the City has the right to terminate this contract giving 30-day written notice to the Commission. If the agreement is terminated by the City 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 the City, be made available to it.
- IX. Changes. The City or the Commission may, from time to time, request changes in the scope of work of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission; or the development of additional materials as requested by the City, will be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.
- A. In accordance with s. 16.765, *Wis. Stats.*, the Commission agrees to the provisions below:
- In connection with the performance of work under this Contract, the Commission agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), *Wis. Stats.*, sexual orientation, or national origin.
- This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Commission further agrees to take affirmative action to ensure equal employment opportunities. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the nondiscrimination clause.
- B. The Commission shall provide a copy of its Affirmative Action Plan to the City, if requested.
- C. Section 109 of the Housing and Community Development Act of 1974, Title 1, as amended, prohibits discrimination on the basis of race, color, national origin, handicap, age, religion, and sex, within Community Development Block Grant programs or activities.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual, shall, solely, by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.
- E. Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination, on the basis of age, under any program or activity receiving federal funds.

- F. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.
- XI. Interest of Municipal Officials and Others. No officer, member or employee of the City 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 the City or other public official of the governmental unit within the City have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission will not assign or transfer any interest in this agreement without the prior written consent of the City thereto; provided that claims for money due the Commission from the City 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 the City.
- 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, the City and the Commission has executed this Agreement as of the date first above written.

Attesting Witness:

City of Sheboygan, Sheboygan County, Wisconsin

Ryan Sorenson, Mayor

Meredith DeBruin, City Clerk

Bay-Lake Regional Planning Commission

Cindy J. Wojtczak, Executive Director

Brandon G. Robinson, Assistant Director

2050 SHEBOYGAN URBANIZED AREA SEWER SERVICE PLAN UPDATE: SCOPE OF SERVICES AND COST PROPOSAL

Sheboygan Urbanized Area

**(Cities of Sheboygan and
Sheboygan Falls, Village of
Kohler, and Towns of Mosel,
Sheboygan, Sheboygan
Falls and Wilson)**

Sheboygan County, Wisconsin

February 6, 2023



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PROJECT UNDERSTANDING

The Bay-Lake Regional Planning Commission (“Commission”) prepared this Scope of Services for the Sheboygan Urbanized Area. This Scope of Services outlines the proposed work program, timeline, and costs to update the *Sheboygan Urbanized Area Sewer Service Plan*.

The *Sheboygan Urbanized Area Sewer Service Plan* (“SSA Plan”) identifies existing sewer areas and adjacent land most suitable for new development. With a planning horizon of at least 20 years, the Sheboygan Urbanized Area may use the SSA Plan to review and approve sewer service extension requests for new development. However, to grant service extension requests, the Sheboygan Urbanized Area must receive a permit from the Wisconsin Department of Natural Resources (WDNR). The WDNR requires an SSA Plan to meet the requirements of the federal Clean Water Act and Chapter NR 121 of the *Wisconsin Administrative Code* before approving permit requests.

The Sheboygan Urbanized Area developed its existing SSA Plan in 2009, 2010 and 2011 with a technical advisory committee (TAC) made up of 11 voting members: four from the City of Sheboygan, and one each from the City of Sheboygan Falls, Village of Kohler, Towns of Mosel, Sheboygan, Sheboygan Falls and Wilson, and Sheboygan County, with Commission staff and WDNR staff serving as ex-officio (non-voting) members. The Commission facilitated the planning process. The existing plan was developed to accommodate growth to 2030, meaning it is due for an update.

Bay-Lake Regional Planning Commission

The Bay-Lake Regional Planning Commission (Commission) is a multi-service planning agency within Wisconsin that delivers a variety of federal, state, and local programs. It provides planning and technical assistance to member local units of government in northeast Wisconsin and is accountable to its members. The Commission also serves as an effective partner for state and federal governments.

Commission Contact:

Izzy Fuller, Environmental Planner

Email: ifuller@baylakerpc.org

Phone: 920-448-2820, ext. 106

Website: www.baylakerpc.org

Address: 1861 Nimitz Drive
De Pere, WI 54115

OBJECTIVES

The Commission has identified the following objectives in preparing the *2050 Sheboygan Urbanized Area Sewer Service Plan*:

- Work cooperatively with the Cities of Sheboygan and Sheboygan Falls, the Village of Kohler, the Towns of Mosel, Sheboygan, Sheboygan Falls and Wilson, Sheboygan County, and the WDNR Water Quality Program representatives to prepare an update to the Sheboygan Urbanized Area SSA Plan.
- Prepare an SSA Plan that meets the requirements of Chapter NR 121 of the *Wisconsin Administrative Code* and the WDNR Water Quality Program.

- Prepare a plan that can be updated, cost-effectively, on a five- to 10-year cycle.
- Encourage public involvement in the preparation of the SSA Plan, which will, at a minimum, involve a public informational meeting/public hearing/open house, as well as public meetings of the plan TAC.
- Coordinate planning efforts with the development of the long-range transportation plan for the metropolitan planning area (including shared data).
- Consider existing planning studies in the Sheboygan Urbanized Area, as well as planning efforts approved by area communities and Sheboygan County.
- Prepare maps in a GIS format tied to Sheboygan County's existing parcel-based mapping.

SCOPE OF SERVICES

Through a contract agreement between the Commission, the communities of the Sheboygan Urbanized Area, and the WDNR, the Commission will update the *Sheboygan Urbanized Area Sewer Service Plan* by leading content development and by assisting with meeting facilitation. The completed plan will address the requirements of Chapter NR 121 of the *Wisconsin Administrative Code* and the WDNR Water Quality Program.

The following scope of services is intended to describe the high-level process to update the plan. The Commission is flexible in refining the details to best suit the Sheboygan Urbanized Area's desired outcomes.

Task 1: Project Kickoff

The Commission proposes to facilitate one (1) kickoff meeting at the beginning of the project to provide an opportunity to discuss the project, clarify objectives and schedule, and begin discussing key technical issues with the plan TAC

Prior to this meeting, the Commission will review relevant and existing plans and studies to better understand recent planning efforts and existing conditions.

TASK 1: COMMISSION'S PROPOSED DELIVERABLES

- Agenda for project kickoff meeting

Task 2: Update Required Sewer Service Area Plan Elements

The Commission will prepare an update to the *Sheboygan Urbanized Area Sewer Service Plan*. The updated SSA Plan will meet the requirements of Chapter NR 121 of the *Wisconsin Administrative Code* and will serve as a formal amendment to the state's *Areawide Water Quality Management Plan*. Commission staff will use model SSA Plans and research best

practices to reorganize, simplify or add new topics/chapters to the SSA Plan (as needed). The Commission will update the following components:

- **Introduction:** To orient the reader, the Commission will update the plan's introduction chapter. This chapter will provide an overview of Chapter NR 121 of the *Wisconsin Administrative Code*, the history of sewer service area planning, the purpose of the plan, and the location and delineation of the planning area. The Commission will include location maps of the existing sewer service area (as amended) and of the planning area in this chapter.
- **Goals, Objectives, and Policies:** This chapter will present the goals, objectives and policies related to sewer service area planning and sewer service in the planning area, as established by the TAC developing the SSA Plan.
- **Land Characteristics:** This chapter will highlight the natural features of the planning area. It will provide a detailed definition and mapping of environmentally sensitive areas and how they impact water quality management planning. This chapter will include a land use inventory of the planning area and of the existing sewer service area (as amended). The Commission will include maps of environmentally sensitive areas and of the most recent land use inventory (2021) in this chapter.
- **Wastewater and Stormwater Management:** This chapter will inventory wastewater treatment and collection facilities within the planning area. It will also include a discussion of stormwater management programs. The Commission will include a map of wastewater treatment service areas in this chapter.
- **Demographic Trends and Projections:** The Commission will document and describe population and housing data and projections through 2050 in this chapter. The data will help to inform wastewater treatment and collection system needs for the next 20+ years.
- **Sewer Service Area Analysis:** This chapter will document land use projections and allocations based on this plan's demographic analysis. This chapter will include a determination of the available acreage for future growth. Then, based on the land use projections and allocations, the Commission will prepare a sewer service area boundary determination (including a description of that boundary). The Commission will include a map of the official sewer service area boundary in this chapter.
- **Plan Implementation and Institutional Structure:** This chapter will provide an overview of this plan's implementation procedures. It will include a description of the TAC for the plan, as well as an overview of the procedures for: sewer extension reviews, wastewater treatment facility reviews, sewer service area boundary amendments (including standards and procedures), and other amendments and plan updates.

- **Additional Content:** The Commission will incorporate supplemental content as plan appendices. This content may include: a legal description of the sewer service area boundary, the affidavit of publication for the public hearing, documentation of TAC plan approval, and documentation of WDNR plan approval.

TASK 2: COMMISSION'S PROPOSED DELIVERABLES

- TAC Meeting Agendas
- Presentations for up to five (5) meetings
- Draft SSA Plan elements

Task 3: Final Products

Upon review of the draft plan update by the plan TAC, the Commission will refine and prepare a hearing ready SSA Plan. Commission staff will format the plan document into a digital file to facilitate future revisions and amendments. The Commission will attend one (1) public hearing of the TAC to present the plan update in anticipation of approval.

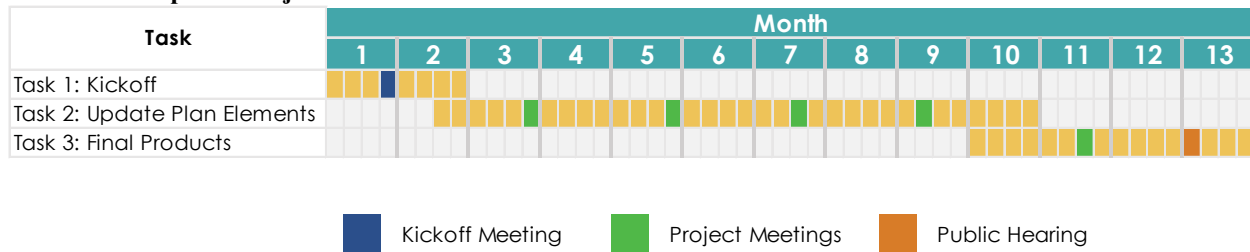
TASK 3: COMMISSION'S PROPOSED DELIVERABLES

- Presentation for one (1) public hearing.
- One (1) printed and one (1) digital copy of the *2050 Sheboygan Urbanized Area Sewer Service Plan* for each community participating on the TAC, with one additional copy sent to the WDNR Water Quality Program (nine copies total – the Commission will submit this deliverable after the SSA Plan update has been approved by the TAC and by the WDNR).
- Digital copies of the maps contained in the plan.
- GIS data created during the completion of the plan.
- Final plan and maps will be maintained at the Commission and will be available at the Commission's website.

PLANNING PROCESS AND TIMELINE

The Commission anticipates a 13-month planning horizon to update the *2050 Sheboygan Urbanized Area Sewer Service Plan* (see Exhibit 1). This timeline is based on the scope of services outlined earlier in this proposal, which includes a project kickoff meeting and up to five (5) meetings to review plan elements. Upon TAC and WDNR approval of this scope of services and over the course of this project, this timeline may be amended if there are unforeseen issues or delays in the planning process.

For the Commission to complete a quality plan in a timely manner, the plan TAC will be required to review and make comments on the SSA Plan update as it is written. The Commission will revise the materials as directed by the plan TAC.

Exhibit 1: Proposed Project Timeline**DIVISION OF WORK**

Commission staff will be responsible for:

- Attending one (1) project kickoff meeting, up to five (5) TAC meetings to review plan elements, and one (1) public hearing with the plan TAC.
- Sending out meeting notices and agendas to the plan TAC, area news media, citizens, stakeholders, and other interested and required parties.
- Arranging for a virtual participation option for all meetings.
- Updating relevant data, maps, and content.
- Formatting the SSA Plan document (including text, maps, and other exhibits), following TAC review of the updated SSA Plan.
- Assisting the plan TAC with preparation of public hearing materials.

The plan TAC will be responsible for:

- Posting/noticing meeting agendas for plan TAC meetings and the public hearing locally.
- Providing a meeting space for all in-person meetings with the capability to connect with the Commission's virtual meeting platform.
- Providing a secretary for minute/note taking.
- Reviewing and providing comments and feedback on updated SSA Plan elements.
- Participating in meetings and providing input.
- Supplying relevant data and assistance as reasonably available.

PROJECT COST

The Commission's fee for service is based on time and expenses. The estimated fee for completing the *2050 Sheboygan Urbanized Area Sewer Service Plan* is **\$30,000**. Some of the tasks that normally would be part of this process have been completed by other Commission

activities (such as the land use inventory completed under the Sheboygan MPO program, saving considerable resources for this effort).

As part of the project cost, the Cities of Sheboygan and Sheboygan Falls, the Village of Kohler, the Towns of Mosel, Sheboygan, Sheboygan Falls and Wilson, Sheboygan County and the WDNR will each receive one printed copy and one PDF copy of the plan. The Commission can provide additional printed copies of the plan for an additional cost.

Additional meetings, document copies, and other work activities requested by TAC members or the communities they represent (beyond those listed in this scope of services) will be at an additional cost to the participating local units of government. That cost would be based on a mutually agreed upon fee.

It is possible that the WDNR may be able to subsidize up to half of the cost of plan completion; however, the Commission and the participating local units of government represented on the TAC will need to contact WDNR staff to determine if this funding is available.

Exhibit 2: Proposed Budget for the SSA Plan Update

Budget Summary	Cost Estimate
Task 1: Kickoff	\$797
Task 2: Plan Updates	\$20,405
Task 3: Final Products	\$8,798
Total Cost	\$30,000

PROJECT TEAM AND QUALIFICATIONS

The Commission's core team for the *2045 Sheboygan Urbanized Area Sewer Service Plan* is:

- Ms. Izzy Fuller** Ms. Fuller is the Commission's Environmental Planner. Her primary duties involve environmental reviews, resiliency planning for rural and urban landscapes, and coordinating with many diverse environmental organizations on projects and plans within the region. Izzy has a bachelor's degree in Environmental and Sustainability Studies and Urban Ecology from the University of Utah. In the past several years, she has worked as an intern and researcher, planning and managing several environmental projects and facilitating community engagement related to sustainability and social justice.
- Mr. Jeffrey Agee-Aguayo** Mr. Agee-Aguayo will assist Ms. Fuller on the project, including meeting facilitation, record keeping, and providing data from the MPO planning process that can be used in the sewer service area planning process. Mr. Agee-Aguayo's primary duties are with the Sheboygan MPO program, although he occasionally handles other transportation planning duties outside the MPO program, including sewer service plan administration, hazard mitigation planning, transit planning and comprehensive planning. Jeff has a bachelor's degree (Spanish major, Geography

minor) and a master's degree in Urban and Regional Planning, both from the University of Iowa.

- **Ms. Nicole Barbiaux** Ms. Barbiaux will provide mapping and GIS data for this project under the direction of the project manager. As a GIS Specialist, Ms. Barbiaux's primary roles involve supporting member communities with GIS services as well as supporting internal planning processes with related data analysis, maps, graphics, and other visualization tools. Nicole brings a GIS experience from a variety of different environments and particularly specializes in utility asset management, interactive online maps and applications and cartographic display. Nicole earned her bachelor's degree in Geography with an emphasis in Cartography and GIS from the University of Wisconsin - Stevens Point.

Work Experience

The Commission has experience in SSA planning and has worked with the Sheboygan Urbanized Area on SSA planning and administration since the late 1980s. The Commission also maintains and administers the SSA plans for the Manitowoc-Two Rivers-Mishicot sewer service area, the City of Marinette, and the Village of Luxemburg.

In addition, the Commission has been assisting the Sheboygan Urbanized Area and various jurisdictions in Sheboygan County (including the county itself) with various planning issues since its inception in 1972, including the Sheboygan MPO transportation planning program and updating of the *Sheboygan County Hazard Mitigation Plan*.

The Commission uses a team approach for its planning projects under the guidance of an experienced and qualified team leader who acts as the project coordinator.

Capability Statement

The Commission, a public and official areawide planning agency for northeastern Wisconsin, has provided professional experience in community planning since 1972. Commission staff have a total of over 100 years of planning experience.



Providing cooperative planning and funding solutions to foster healthy and thriving communities within the region.

- **Community Assistance**
- **Economic Development**
- **Geographic Information Systems**
- **Environmental**
- **Transportation**

Bay-Lake Regional Planning Commission

1861 Nimitz Drive

De Pere, WI 54115

920 448 2820

www.baylakerpc.org

Res. No. 71 - 23 - 24. By Alderpersons Mitchell and Filicky-Peneski.
June 19, 2023.

A RESOLUTION appointing Bond Trust Services Corporation as fiscal agent in connection with certain outstanding obligations.

WHEREAS, the City of Sheboygan, Wisconsin (the "City") has outstanding certain debt obligations described below (collectively, the "Obligations"):

1. \$3,400,000 General Obligation Promissory Notes, Series 2016A, dated April 20, 2016;
2. \$7,525,000 Taxable General Obligation Promissory Notes, Series 2016B, dated April 20, 2016;
3. \$5,000,000 General Obligation Promissory Notes, Series 2017A, dated May 15, 2017;
4. \$6,335,000 General Obligation Promissory Notes, 2018, dated July 2, 2018;
5. \$5,015,000 General Obligation Refunding Bonds, Series 2018, dated December 5, 2018;
6. \$3,800,000 Taxable General Obligation Refunding Bonds, Series 2018, dated December 5, 2018;
7. \$6,630,000 General Obligation Corporate Purpose Bonds, Series 2019A, dated July 29, 2019;
8. \$4,225,000 General Obligation Community Development Bonds, Series 2019B, dated July 29, 2019;
9. \$2,960,000 Taxable General Obligation Refunding Bonds, Series 2019C, dated July 29, 2019;
10. \$4,985,000 General Obligation Promissory Notes, Series 2020A, dated May 18, 2020;
11. \$4,635,000 General Obligation Refunding Bonds, Series 2020C, dated September 15, 2020;
12. \$11,510,000 Taxable General Obligation Refunding Bonds, Series 2020D, dated November 16, 2020;
13. \$5,125,000 General Obligation Promissory Notes, Series 2021A, dated April 1, 2021;
14. \$3,600,000 Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021; and

WHEREAS, the Obligations were issued in book-entry-only form registered in the name of CEDE & CO. as nominee of The Depository Trust Company, New York, New York ("DTC"), and DTC acts as securities depository for the Obligations; and

WHEREAS, the Common Council deems it to be necessary, desirable, and in the best interest of the City to appoint a bank or trust company to serve as fiscal agent and to perform the duties of registrar and fiscal agent for such Obligations; and

WHEREAS, the City is currently acting as fiscal agent for the Obligations and deems it to be necessary, desirable, and in the best interest of the City to appoint Bond Trust Services Corporation as successor paying agent for the Obligations.

NOW, THEREFORE, BE IT RESOLVED: Appointment of Fiscal Agent. That the principal of and interest on the Obligations shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Wis. Stats. § 67.10(2) (the "Fiscal Agent"), to be effective immediately upon adoption and approval as of the date of this resolution.

BE IT FURTHER RESOLVED: Fiscal Agency Agreement. That the Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto and is hereby approved, and the City shall pay such fees and expenses of the Fiscal Agent set forth in the Fiscal Agency Agreement. The Finance Director is hereby authorized to execute the Fiscal Agency Agreement.

BE IT FURTHER RESOLVED: Notice of Appointment of Fiscal Agent. The officers of the City are authorized and directed to work with the City's financial advisor and dissemination agent, Ehlers & Associates, Inc., to provide notice of the appointment of the Fiscal Agent to DTC and to issue a material event notice regarding the appointment of the Fiscal Agent in accordance with the terms of the City's continuing disclosure obligations with respect to the Obligations under Rule 15c2-12 of the Securities and Exchange Commission.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR, AND TRANSFER AGENCY

THIS AGREEMENT, entered into on June 2, 2023, by and between the City of Sheboygan, Wisconsin (the “Issuer”) and **BOND TRUST SERVICES CORPORATION**, a wholly owned subsidiary of Ehlers & Associates, Inc. (the “Agent”), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03.

WHEREAS, the Issuer has by Resolution (the "Bond Resolution"), authorized the issuance of the below (the “Bonds/Notes”);

- \$3,400,000 General Obligation Promissory Notes, Series 2016A
- \$7,525,000 Taxable General Obligation Promissory Notes, Series 2016B
- \$5,000,000 General Obligation Promissory Notes, Series 2017A
- \$6,335,000 General Obligation Promissory Notes, 2018
- \$5,015,000 General Obligation Refunding Bonds, Series 2018
- \$3,800,000 Taxable General Obligation Refunding Bonds, Series 2018
- \$6,630,000 General Obligation Corporate Purpose Bonds, Series 2019A
- \$4,225,000 General Obligation Community Development Bonds, Series 2019B
- \$2,960,000 Taxable General Obligation Refunding Bonds, Series 2019C
- \$4,985,000 General Obligation Promissory Notes, Series 2020A
- \$4,635,000 General Obligation Refunding Bonds, Series 2020C
- \$11,510,000 Taxable General Obligation Refunding Bonds, Series 2020D
- \$5,125,000 General Obligation Promissory Notes, Series 2021A
- \$3,600,000 Taxable General Obligation Refunding Bonds, Series 2021

WHEREAS, the Issuer has designated the Agent as the paying agent, registrar and transfer agent for the Bonds/Notes;

WHEREAS, the Agent has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve in such capacities for the Bonds/Notes;



NOW THEREFORE, the Issuer and the Agent, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Agent's Duties.

- 1.1 **Registrar.** The Agent shall keep at its principal corporate trust office in Roseville, Minnesota a Bond Register in which the Agent, in its capacity as registrar, shall provide for the registration of ownership of the Bonds/Notes and the registration of transfers and exchanges of the Bonds/Notes entitled to be registered, transferred or exchanged pursuant to the terms of the Bonds/Notes Resolution and the Bonds/Notes.
- 1.2. **Transfer of Bonds/Notes.** Upon surrender to the Agent for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Agent duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, together with a guarantee of the signature satisfactory to the Agent, the Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds/Notes of a like aggregate principal amount and maturity, as requested by the transferor. The Agent may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until such interest payment date.
- 1.3. **Exchange of Bonds/Notes.** Whenever any Bonds/Notes are surrendered to the Agent for exchange, the Agent shall authenticate and deliver the Bonds/Notes which, under the Bond Resolution, the owner making the exchange is entitled to receive.
- 1.4. **Cancellation.** All Bonds/Notes or coupons surrendered upon any transfer or exchange and unissued inventory at maturity shall be marked paid and canceled by the Agent and destroyed pursuant to Minnesota statutes, Section 475.553, subd. 2, unless otherwise directed by the Issuer.
- 1.5. **Improper or Unauthorized Transfer.** When any Bond is presented to the Agent for transfer, the Agent may refuse to transfer the same until it is satisfied that the endorsement on such Bond or written instrument of transfer is valid and genuine and the requested transfer is legally authorized. The Agent shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- 1.6. **Persons Deemed Owners.** The Agent shall treat the person in whose name any Bond is at any time



registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

- 1.7. Taxes, Fees and Charges. For every transfer or exchange of Bonds/Notes the Agent may impose upon the owner thereof a charge sufficient to pay or reimburse the Agent for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange except in the case of the issuance of a Bond or Bonds/Notes for the unredeemed portion of a Bond surrendered for redemption.

- 1.8. Mutilated, Lost, Stolen or Destroyed Bonds/Notes. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Agent shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Agent in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Agent of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Agent of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Agent, in which bond the Issuer and the Agent shall be named as obligees. All Bonds/Notes so surrendered to the Agent shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Agent with a bond of indemnity as set forth above.

- 1.9. Records, Statements, Payment of Interest and Principal. The Agent shall:
 - (a) keep true and accurate accounts of the outstanding principal balance of the Bonds/Notes;
 - (b) not less than thirty (30) days before the due date of any principal of or interest on the Bonds/Notes, send a statement to the Issuer of the amount which will be required to pay the principal of and interest on the Bonds/Notes on such date;
 - (c) pay such of the interest on the Bonds/Notes as is due on each stated interest payment date, with the funds received from the Issuer, by check or draft mailed, no later than the interest payment date, to the registered owners of the Bonds/Notes as of the close of business on the 15th day (whether or not a business day) of the preceding month, at their addresses as they appear on the Bond Register;
 - (d) pay such of the principal of the Bonds/Notes as is due on the stated payment dates, with the funds received from the Issuer, upon presentation of the Bonds/Notes for payment;



- (e) if Agent fails to make timely payment, the Agent will pay all charges from depositories for untimely payments;
- (f) forthwith upon presentation and payment of the Bonds/Notes cancel the same and retain and dispose of the same in the manner set forth in Section 1.4 hereof; and

The Agent shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Agent awaiting the interest payment date or the presentation of the Bonds/Notes for payment. Any funds remaining in the possession of the Agent for payment of the Bonds/Notes three (3) years after the date for the payment thereof has expired shall, subject to any applicable escheat law, be returned to the Issuer upon demand.

- 1.10. Reliance on Documents. The Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates, opinions or other documents furnished to the Agent by or on behalf of the Issuer. The Agent shall not be liable for any error or judgment made in good faith by or on behalf of Agent in the performance of the duties of Agent herein.
- 1.11. Delivery of Records to Issuer; Retention. The Agent may, from time to time at its discretion, deliver to the Issuer, for safekeeping or disposition by the Issuer in accordance with law, such records accumulated in the performance of its duties as it may deem expedient, and the Issuer assumes all responsibility for any failure thereafter to produce any paper, record or document so returned, if and when required.

Section 2. Issuer's Duties.

- 2.1 Provision of the Executed Bonds/Notes. The Issuer shall provide the Agent with such executed Bonds/Notes as are required to issue the Bonds/Notes in exchange for or upon transfer of outstanding Bonds/Notes.
- 2.2 Provision of Funds to pay Principal and Interest. The Issuer may pay the Agent for the interest and principal due by check, however, the check must be received by the Agent for deposit no later than *five business days* before the debt service payment date in order for the bondholder payments to be released on the payment date. Check payments received from the Issuer after the deadline will result in bondholder payments being released after a *three business day* clearance. If the Issuer pays by wire, the wire should be sent to the Agent *one business day* prior to the debt service payment date.
- 2.3 Payment of Fees and Charges of Agent. The Issuer shall pay to the Agent reasonable fees and charges for services performed hereunder in accordance with the Agent's fee schedule



attached hereto as Schedule A for the first two years of the Agreement and thereafter according to Agent's then current fee schedule in effect at the time of the service. The fees and charges of said Agent shall in no event become a charge against the funds remitted by the Issuer for payment of principal and interest on the Bonds/Notes.

- 2.4 Payment of Reimbursable Charges Incurred by Agent. The Issuer agrees to reimburse Agent, upon Agent's request, for all reasonable expenses, disbursements and advances incurred or made by the Agent in accordance with any of the provisions of the Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel)
- 2.5 Failure to Provide Funds. If available funds needed for payment do not reach the Agent by any interest payment date, payment of items may be refused and the Issuer may be charged for reasonable expenses incurred and extra service performed in accordance with the Agent's fee schedule in effect at the time of the payment date. The Issuer shall pay all charges or penalties from depositories if they fail to make timely payments provided, however, that the Agent agrees to abide by the depository requirement for same day wire transfer of funds for debt service payment.
- 2.6 Indemnification. The Issuer shall indemnify and hold the Agent harmless from and against any loss, cost, charge, expense, judgment or liability that it may incur in the exercise of its powers and duties hereunder and which is not due to its negligence or default.

Section 3. Termination.

This agreement will terminate upon the later of the date of final payment of the principal and interest on the Bonds/Notes to the holders thereof or the date on which any remaining funds held by the Agent are remitted to the Issuer. Either party may terminate this agreement by written notice mailed to the other party at least thirty (30) days prior to termination date, upon which event the Agent shall return all cash and Bonds/Notes in its possession to the Issuer or its order and shall deliver the Bond Register to the Issuer or its order and the Issuer shall pay any accrued and unpaid fees and service charges to the Agent. In the event that such termination is by the Issuer, Issuer shall pay a termination fee as set forth by the Agent at the time of termination. No termination fee will be charged to the Issuer if the termination is due to the failure by the Agent to provide the services outlined in this Agreement. No early termination hereunder shall be effective until a successor Paying Agent/Registrar has been appointed by the Issuer and notice of the appointment of the successor has been given to the holder of Bonds/Notes.



IN WITNESS WHEREOF, the Issuer and the Agent have caused this agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

City of Sheboygan, Wisconsin
828 Center Ave
Sheboygan, WI 53081

By:

Kaitlyn Krueger
Finance Director

BOND TRUST SERVICES CORPORATION

3060 Centre Pointe Drive, Suite 110
Roseville, MN 55113

By:

Nicole Aly
Paying Agent Administrator



REGISTRAR AND PAYING AGENT FEE SCHEDULE FOR BOOK-ENTRY ONLY TRANSACTION

~~I. Initial Fee: \$450.00~~

*Waive for
the City*

~~The initial fee payable at closing covers:~~

- ~~1) Review of final bond documents;~~
- ~~2) Communication with Municipal Advisor and Bond Counsel;~~
- ~~3) Coordination of delivery of Bond(s) for closing; and~~
- ~~4) Set up of necessary accounts and records.~~

II. Annual Administration Fee: \$475.00

The annual fee, payable in advance, covers:

- 1) Invoicing and collection of scheduled debt service payments;
- 2) Documentation and wiring of scheduled debt service payments;
- 3) Handling all correspondence and communications with The Depository Trust Company;
- 4) Maintenance of Issuer's account;
- 5) Destruction of Bond(s);
- 6) Processing of optional redemption notices; and
- 7) Audit verification letters.

III. Additional Services:

- 1) Processing of Mandatory Sinking Fund Notices - \$100 per notice

Fees for services other than those listed above not contemplated at the time of issuance will be charged based on the type of service performed, expenses incurred, time involved, and responsibility assumed.

The above fees may be subject to periodic review and/or adjustment.

VIII

R. C. No. 28 - 23 - 24. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. June 19, 2023.

Your Committee to whom was referred Res. No. 15-23-24 by Alderpersons Salazar and Felde approving the 2023 Mercury Racing Midwest Challenge and waiving the speed restrictions outlined in 2023 Sheboygan Municipal Code § 60-68 for motorboats during their participation in race activities; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

Res. No. 15 - 23 - 24. By Alderpersons Salazar and Felde. June 5, 2023.

A RESOLUTION approving the 2023 Mercury Racing Midwest Challenge and waiving the speed restrictions outlined in 2023 Sheboygan Municipal Code § 60-68 for motorboats during their participation in race activities.

WHEREAS, the City of Sheboygan is proud to host the 2023 Mercury Racing Midwest Challenge motorboat race ("race") August 11th - 13th, 2023; and

WHEREAS, 2023 Sheboygan Municipal Code ("SMC") § 60-68 sets a general speed restriction on motorboats operating on the waterways of the City; and

WHEREAS, SMC § 60-68(c) allows the Common Council to waive the above-mentioned speed restrictions for motorboats "while competing in a race authorized by the common council."

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the 2023 Mercury Racing Midwest Challenge on August 11th - 13th, 2023.

BE IT FURTHER RESOLVED: That pursuant to SMC § 60-68(c), the Common Council waives enforcement of the motorboat speed restrictions in SMC § 60-68 for motorboats participating in the race.

LHPS

Barbara Felde

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. 30 - 23 - 24. By PUBLIC WORKS COMMITTEE. June 19, 2023.

Your Committee to whom was referred Gen. Ord. No. 4-23-24 by Alderpersons Dekker and Rust amending Section 8-16 of the 2023 Sheboygan Municipal Code relating to allowing pets in parks and on public grounds; recommends adopting the Ordinance.

_____ Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Gen. Ord. No. 4 - 23 - 24. By Alderpersons Dekker and Rust.
June 5, 2023.

AN ORDINANCE amending Section 8-16 of the 2023 Sheboygan Municipal Code relating to allowing pets in parks and on public grounds.

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

Section 1. Sec 8-16 of the 2023 Sheboygan Municipal Code entitled "Pets Prohibited In Parks And On Public Grounds Except In Designated Areas; Regulations" is hereby repealed and recreated to read as follows:

"Sec 8-16. - Pets Prohibited In Parks And On Public Grounds Except In Designated Areas; Regulations.

(a) Pets are prohibited in all city parks, beaches or other public grounds, except in areas designated by the common council and posted by the superintendent of parks as either off-leash or on-leash areas, or in areas designated by the common council for the training or showing of pets.

(b) Designated off-leash areas.

(1) Unleashed pets shall be allowed at the following locations provided that they are at all times under immediate control, such as by voice command of the owner or other person physically capable of restraining the pet:

- a. Lakeview Park Beach area delineated by the superintendent of parks with signage;
- b. City-owned property east of Lakeshore Road (County LS) north of the Pigeon River, within the Pigeon River Environmental Corridor.
- c. City-owned property on the northwest corner of the intersection of Center Avenue and North 9th Street.
- d. The Sheboygan Dog Run Park located at 4108 South 18th Street.

(c) On-leash areas.

(1) Pets shall be allowed at the following locations: provided they are restrained by a substantial leash or chain not exceeding eight feet in length, or a retractable leash not exceeding 15 feet in length in the hands of a person directly

controlling the movement of the animal. Pets are not allowed within 20 feet of playground and splash pad areas or in park shelters and buildings:

- a. Lakeview Park;
 - b. North Point Park, north of the northernmost jetty;
 - c. North Point overlook;
 - d. The city's urban recreational trails;
 - e. City-owned Green Wing Drive retention ponds;
 - f. The city-owned green space area adjacent to Fisherman's Creek on the south side of Camelot Boulevard between 1211 and 1411 Camelot Boulevard.
 - g. Area 8 of Kiwanis Park unless off-leash signage applies.
 - h. Evergreen Park.
 - i. Jaycee Park excluding the Quarry Beach area.
 - j. Jaycee Park to Mill Road along the Pigeon River Corridor.
 - k. Moose Park unless off-leash signage applies.
 - l. Cleveland Park unless off-leash signage applies.
 - m. Any City-owned property when requested as part of a special event. Requests shall be submitted with the special events application and approval may be given by the Director of Public Works in his or her discretion. A copy of the written approval shall be maintained by the event organizer throughout the event when a pet is onsite and shall be presented to law enforcement upon request. Law enforcement may revoke permission if the pets create a disturbance.
- (d) Any person owning or having charge, custody, care or control of a pet who shall permit the pet to be present in any of the prohibited areas or in any of the designated areas in violation of the provisions of this section shall be subject to penalty as provided in section 8-4.

- (e) Any person owning or having charge, custody, care or control of a pet in a designated off-leash or on-leash area who fails to clean up the pet's feces shall be subject to a forfeiture of \$125.00, together with the costs of prosecution, and in default of payment thereof, imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 30 days.
- (f) The superintendent of parks shall post areas designated as off-leash and on-leash areas where pets are allowed, shall post the forfeiture amount for violations for subsection (e) above, and shall supply waste receptacles for the public's use in complying with the requirements of subsection (e) above.
- (g) This section shall not apply to police dogs."

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

Dean Decker

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Gen. Ord. No. 8 - 23 - 24. By Alderpersons Dekker and Rust. June 19, 2023.

AN ORDINANCE amending Sec 60-131 of the 2023 Sheboygan Municipal Code (1997 Code sec. 134-181) so as to prohibit use of the city-owned boat launches during the Mercury Midwest Challenge Event.

WHEREAS, the Mercury Midwest Challenge Event, a powerboat race on Lake Michigan, will occur on August 11, 12, and 13, 2023; and

WHEREAS, safety concerns dictate that the use of the city's boat launch sites be restricted during the event.

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

Section 1. Section 60-131 of the 2023 Sheboygan Municipal Code entitled "Use Of Boat Launch Sites" is hereby amended so as to add subsection (c) to read as follows:

"Sec 60-131 Use Of Boat Launch Sites

. . .

- (c) No person shall launch a boat or other watercraft or otherwise utilize any of the designated municipal boat launch sites, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch sites designated for vehicles with boat trailers only during the duration at any time on August 11, 12, or 13, 2023, except with the express written consent of the Mayor; such consent shall be granted only as part of the City's role in promoting safety during the Mercury Midwest Challenge event."

RD

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. 9 - 23 - 24. By Alderpersons Salazar and Felde.
June 19, 2023.

AN ORDINANCE amending Sec 38-27 of the 2023 Sheboygan Municipal Code (1997 Code sec. 1-28) so as to delete certain fees.

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

Section 1. Section 38-27 of the 2023 Sheboygan Municipal Code entitled "Recoupment of Costs, Fees" is hereby amended so as to read as follows:

"Sec 38-27 Recoupment Of Costs

In any case in which a defendant is convicted of a violation of this Code, the court shall add all costs of prosecution directly chargeable to the city as a disbursement to the judgment taken against the defendant for the offense, pursuant to Wis. Stats. §§ 66.0114(1)(c) and 800.09. The costs of prosecution include, but are not limited to, the cost of evidentiary blood draws and the cost imposed by the county for jailing a person pursuant to an order or warrant issued by the municipal judge."

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 14 - 23 - 24. By Alderperson Dekker. June 5, 2023.

A RESOLUTION amending the boundaries of the James Madison Neighborhood Association and renaming it as the James Madison-Veterans Park Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, via Resolution No. 169-21-22, the James Madison Neighborhood Association was previously organized by residents of the City of Sheboygan with a mission statement as follows:

To build a sense of community through neighborhood activities, to provide a forum for sharing information and expressing concerns to local government, and to maintain and enhance pride and awareness in our neighborhood;

and

WHEREAS, the primary goals of the James Madison Neighborhood Association are to:

- Promote neighborliness, cooperation and goodwill among the members of our neighborhood;
- Promote neighbors helping neighbors;
- Encourage participation of residents in neighborhood gatherings and events; and
- Facilitate neighborhood conversation and consensus on important topics and to provide a neighborhood voice;

and

WHEREAS, residents of the Veterans Park neighborhood have expressed an interest in becoming a part of the James Madison Neighborhood Association, rather than creating their own such association, citing the similarities of the concerns of the neighborhoods, their geographic proximity, and the benefit of drawing leadership from a larger pool of neighbors; and

WHEREAS, the residents of the James Madison Neighborhood Association, recognizing the benefits of a larger association, also desire to bring the Veterans Park neighborhood into the James Madison Neighborhood Association, to be known as the James Madison-Veterans Park Neighborhood Association; and

WHEREAS, the mission statement and the primary goals of the James Madison Neighborhood Association shall remain as the primary goals of the James Madison-Veterans Park Neighborhood Association; and

WHEREAS, the James Madison-Veterans Park Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the west side of the Union Pacific railroad tracks, the north side of Union Avenue, the east side of South 24th Street, and the south side of Georgia Avenue; and

WHEREAS, the James Madison-Veterans Park Neighborhood Association shall replace the James Madison Neighborhood Association as a member of the Mayor's Neighborhood Leadership Cabinet (MNL) and be eligible to apply for grant funds through grant programs offered by the MNL.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the James Madison-Veterans Park Neighborhood Association.

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor