



FIFTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

November 06, 2023 at 6:00 PM

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

"In union there is strength." Aesop

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 15th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, November 6, 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

Alderspersons Felde and Rust may attend the meeting remotely

2. Pledge of Allegiance

Led by Cub Scout Pack 3801 and Pack 3804

3. Approval of Minutes

Fourteenth Regular Council Meeting held on October 16, 2023 and the Third Special Council Meeting held on October 23, 2023

4. Confirmation of Mayoral Appointments

Melissa Parra and Aubrey Lockwood to the Mayor's International Committee

5. Public Forum

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

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

- 7.** Potential action to set rules for the hearing scheduled this evening, including such things as limiting the length of time given to each speaker.

- 8.** Hearing No. 3-23-24 pursuant to Chapter 65.90 of the Laws of Wisconsin, and notice published, there is a hearing scheduled for this evening on the annual budget. Any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2024 budget. Any interested persons may be heard.

CONSENT

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

- 10.** R. O. No. 67-23-24 by Sheboygan Transit Commission to whom was referred Res. No. 81-23-24 by Alderpersons Dekker, Salazar, and Mitchell authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2024, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended; recommends adopting the Resolution.
- 11.** R. C. No. 120-23-24 by Public Works Committee to whom was referred Res. No. 84-23-24 by Alderpersons Dekker and Rust adopting a Facility Fee Schedule and an Equipment Fee Schedule; recommends adopting the Resolution.
- 12.** R. C. No. 121-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 27-23-24 by Alderpersons Dekker and Rust relating to one-way streets and parking restrictions in the area bounded by South 19th Street, Indiana Ave., South 24th Street, and Georgia Ave.; recommends adopting the Ordinance.
- 13.** R. C. No. 122-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 217-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan; recommends filing the document.
- 14.** R. C. No. 123-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 57-23-24 by Director of Parking and Transit submitting the 2024 Business Improvement District (BID) Statement of Purpose, dated September 26, 2023, and the BID's 2024 Operating Budget; recommends filing the document.
- 15.** R. C. No. 124-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 55-23-24 by Chief of Police Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2023 and ending September 30, 2023; recommends filing the report.
- 16.** R. C. No. 125-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 56-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2023 and ending September 30, 2023; recommends filing the report.

REPORT OF OFFICERS

- 17.** R. O. No. 62-23-24 by Sustainable Sheboygan Task Force submitting the Sustainable Sheboygan Vision Statement. The task force requests that it be reviewed and adopted by the Common Council as a guide to the creation and implementation of a sustainability action plan to ensure a sustainable future for Sheboygan. ACCEPT AND FILE
- 18.** R. O. No. 68-23-24 by Sheboygan Transit Commission to whom met on October 30, 2023 and discussed the Commercial Offer to Purchase of Lot 3 by Trinity Lutheran Church and School dated October 13, 2023 in the amount of \$78,400.00; recommends the Common Council authorize the sale of lot 3 and accept the Offer to Purchase.

- [19.](#) R. O. No. 64-23-24 by City Plan Commission to whom was referred Res. No. 85-23-24 by Alderpersons Mitchell and Perrella vacating the east-west alley east of North 9th Street, located in Block 127 of the Original Plat; recommends adopting the Resolution. LAYS OVER
- [20.](#) R. O. No. 66-23-24 by City Clerk submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within the city limits. REFER TO PUBLIC WORKS COMMITTEE
- [21.](#) R. O. No. 65-23-24 by City Clerk submitting the Tax Levy Certification for the 2023-2024 School Year from the Kohler School District. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [22.](#) R. O. No. 63-23-24 by City Clerk submitting the tax levy report that supports the 2023-2024 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2023 fully certified values furnished by the Wisconsin Department of Revenue.
- [23.](#) R. O. No. 69-23-24 by City Clerk submitting license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [24.](#) R. O. No. 70-23-24 by Director of Planning and Development submitting the 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the purpose of a presentation and public hearing to be held on November 13, 2023. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

- [25.](#) Res. No. 89-23-24 by Alderpersons Mitchell and Dekker declaring intent to vacate and discontinue a public way pursuant to Wis. Stat. § 66.1003.
- [26.](#) Res. No. 94-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with TRC Environmental Corporation for geotechnical investigation services for the portion of the SouthPointe Enterprise Campus at the southwest corner of Stahl Road and South Taylor Drive. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [27.](#) Res. No. 87-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park pickleball courts, and authorizing a budget amendment. REFER TO PUBLIC WORKS COMMITTEE
- [28.](#) Res. No. 88-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [29.](#) Res. No. 90-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [30.](#) Res. No. 91-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Premier Excavation LLC for the construction of the Butzen Sports Complex parking lot, and authorizing a budget amendment. REFER TO PUBLIC WORKS COMMITTEE
- [31.](#) Res. No. 92-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [32.](#) Res. No. 93-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community

REPORT OF COMMITTEES

- 33.** R. C. No. 119-23-24 by Committee of the Whole to whom was referred R. O. No. 51-23-24 by City Plan Commission to whom was referred DIRECT REFERRAL R. O. No. 45-23-24 by Finance Director submitting Capital Improvements Program (CIP) Requests for the years 2024-2028; recommends filing the R. O. and adopting the attached amended Capital Improvements Program.
- 34.** R. C. No. 118-23-24 by Committee of the Whole to whom was referred Res. No. 73-23-24 by Alderpersons Mitchell and Filicky-Peneski establishing the 2024 Budget appropriations and the 2023 Tax Levy for use during the calendar year; recommends amending the Resolution to change the date listed for hearing to November 6, 2023 and adopting the amended Budget summary.
- 35.** R. C. No. 126-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 80-23-24 by Alderpersons Salazar and Felde modifying the ambulance service billing rates for the City of Sheboygan Fire Department; recommends adopting the Resolution.

GENERAL ORDINANCES

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- 36.** 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**FOURTEENTH REGULAR COMMON COUNCIL MEETING
MINUTES****Monday, October 16, 2023****OPENING OF MEETING****1. Roll Call**

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

Alderpersion excused: Felde – 1.

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

Thirteenth Regular Council Meeting held on October 2, 2023

MOTION TO APPROVE MINUTES FROM THE THIRTEENTH REGULAR COUNCIL
MEETING HELD ON OCTOBER 2, 2023

Motion made by Dekker, Seconded by Salazar.

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

4. Mayoral Appointments

Melissa Parra and Aubrey Lockwood to the Mayor's International Committee – Lays over.

5. Public Forum

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

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT**7. 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 Salazar.

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

8. Res. No. 82-23-24 by Alderpersons Mitchell and Perrella ordering a hearing on the vacation and discontinuance of the east-west alley east of North 9th Street, located in Block 127 of the Original Plat.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

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

9. R. C. No. 98-23-24 by Finance and Personnel Committee to whom was referred 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.; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

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

10. R. C. No. 99-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 32-23-24 by City Clerk submitting a Summons and Complaint in the matter of Wisconsin Bank & Trust v. Judith A. Meyer et al.; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

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

11. R. C. No. 100-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 50-23-24 by City Clerk submitting a Summons and Complaint in the matter of BMO Harris Bank N.A. vs. Jessica J. Jacoby et al.; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

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

12. R. C. No. 102-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 137-22-23 by City Clerk submitting a claim from James Passmore for alleged damages to his garage when it was hit by a City of Sheboygan garbage truck; recommends filing the claim.

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

Motion made by Dekker, Seconded by Salazar.

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

13. R. C. No. 103-23-24 by Finance and Personnel Committee to whom was referred Res. No. 67-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute Engagement Letter Agreements with Baker Tilly US, LLP (“Baker Tilly”) for auditing services relating to the dissolution of Tax Incremental District No. 6, Tax Incremental District No. 10, Tax Incremental District No. 12, Tax Incremental District No. 13, Tax Incremental District No. 14, and Tax Incremental District No. 15; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

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

14. R. C. No. 104-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 209-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 269-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 69-21-22 by City Clerk submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

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

15. R. C. No. 105-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 211-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 271-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 321-20-21 by Finance and Personnel Committee and R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

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

16. R. C. No. 109-23-24 by Public Works Committee to whom was referred Res. No. 70-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date August 4, 2023) with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of S. Business Drive and STH 28 / Washington Avenue; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

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

17. R. C. No. 110-23-24 by Public Works Committee to whom was referred Res. No. 71-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date August 4, 2023) with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of STH 23 and Taylor Drive; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

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

18. R. C. No. 112-23-24 by Public Works Committee to whom was referred Res. No. 66-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract

with Buteyn-Peterson Construction Company for the construction of the Cleveland Park Splash Pad project; recommends adopting the Resolution.

Item 3.

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

Motion made by Dekker, Seconded by Salazar.

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

19. R. C. No. 113-23-24 by Public Works Committee to whom was referred Res. No. 69-23-24 by Alderpersons Dekker and Rust authorizing the Department of Public Works to donate a 2011 Ferris zero turn mower to the Sheboygan Area Youth Soccer Organization, Inc. DBA Lakeshore United FC c/o Christopher Lacey; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

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

20. R. C. No. 114-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 54-23-24 by City Clerk submitting a license application; recommends granting the license application.

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

Motion made by Dekker, Seconded by Salazar.

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

21. R. C. No. 115-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 63-23-24 by Alderpersons Salazar and Felde establishing polling locations for the City of Sheboygan beginning in 2024; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

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

22. R. C. No. 117-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 23-23-24 by Alderpersons Salazar and Felde amending Section 26-20(c) so as to update the list of public buildings where smoking is prohibited; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Salazar.

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

23. R. O. No. 58-23-24 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Salazar.

REPORT OF OFFICERS

24. R. O. No. 59-23-24 by City Clerk submitting a communication from the Wisconsin Department of Administration regarding The Boerke Company Inc. Annexation.

MOTION TO ACCEPT AND FILE

Motion made by Mitchell, Seconded by Filicky-Peneski.

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

25. R. O. No. 61-23-24 by City Plan Commission to whom was referred Gen. Ord. No. 24-23-24 by Alderperson Mitchell and R. O. No. 48-23-24 by City Clerk submitting petition for annexing territory from the Town of Wilson to the City of Sheboygan, Wisconsin; recommends filing the application and adopting the Ordinance.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

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

26. R. O. No. 55-23-24 by Chief of Police Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2023 and ending September 30, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

27. R. O. No. 56-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2023 and ending September 30, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

28. R. O. No. 57-23-24 by Director of Parking and Transit submitting the 2024 Business Improvement District (BID) Statement of Purpose, dated September 26, 2023, and the BID's 2024 Operating Budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

29. R. O. No. 60-23-24 by City Clerk submitting a Summons and Complaint in the matter of Citibank, N.A. vs. The Estate of Rae R. Pape, Deceased et al. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

30. Res. No. 78-23-24 by Alderpersons Dekker and Rust authorizing the director of engineering and public works to grant permission to Lakeshore CAP to temporarily maintain a campsite on property owned and maintained by the City and to maintain a warming fire on such property during an overnight event beginning on November 4, 2023 and ending November 5, 2023.

MOTION TO SUSPEND THE RULES

Motion by Dekker, Objected to by Filicky-Peneski

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

31. Res. No. 79-23-24 by Alderpersons Salazar and Felde authorizing the Chief of Police to take necessary actions to receive the 2024 Wisconsin Justice System Improvement Beat Patrol Grant.

MOTION TO SUSPEND THE RULES

Motion by Salazar, Objected to by Filicky-Peneski

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE RESOLUTION

Motion made by Salazar, Seconded by Dekker.

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

32. Res. No. 77-23-24 by Alderpersons Salazar and Felde adopting a Weights and Measures Device License Fee Schedule.

MOTION TO SUSPEND THE RULES

Motion by Salazar, Objected to by Filicky-Peneski

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE RESOLUTION

Motion made by Salazar, Seconded by Rust.

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

33. Res. No. 80-23-24 by Alderpersons Salazar and Felde modifying the ambulance service billing rates for the City of Sheboygan Fire Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
34. Res. No. 81-23-24 by Alderpersons Dekker, Salazar, and Mitchell authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2024, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended. REFER TO TRANSIT COMMISSION
35. Res. No. 85-23-24 by Alderpersons Mitchell and Perrella vacation the east-west alley east of North 9th Street, located in Block 127 of the Original Plat. REFER TO CITY PLAN COMMISSION
36. Res. No. 84-23-24 by Alderpersons Dekker and Rust adopting a Facility Fee Schedule and an Equipment Fee Schedule. REFER TO PUBLIC WORKS COMMITTEE
37. Res. No. 83-23-24 by Alderpersons Salazar and Felde adopting a Plan Examination and Permit Fee Schedule.

MOTION TO SUSPEND THE RULES

Motion by Salazar, Objected to by Filicky-Peneski

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE RESOLUTION

Motion made by Salazar, Seconded by Dekker.

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

REPORT OF COMMITTEES

38. R. C. No. 101-23-24 by Finance and Personnel Committee to whom was referred Res. No. 64-23-24 by Alderpersons Mitchell and Filicky-Peneski adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2024 coverage and establishing the monthly premium equivalent rates effective for January 2024 coverage and thereafter; 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, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

39. R. C. No. 106-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 74-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Harbor Pride LLC related to 2022 real estate tax for Parcel No. 59281835115P; 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, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

40. R. C. No. 107-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 75-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to JL French/Nemak related to 2019 real estate tax for Parcel No. 59281479013; 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, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

41. R. C. No. 108-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 76-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to JL French/Nemak related to 2020 real estate tax for Parcel No. 59281479013; 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, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

42. R. C. No. 111-23-24 by Public Works Committee to whom was referred Res. No. 65-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to file an application with the United States Department of Transportation for a RAISE grant to construct a bicycle and pedestrian bridge connecting South Pier with the Riverfront; to execute documents necessary to accept grant funds; and designating \$1,335,483.00 of local matching as required by the program; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Mitchell – 1.

43. R. C. No. 116-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 22-23-24 by Alderpersons Salazar and Felde amending Section 2-115 so as to eliminate the need for alderperson signatures on council documents and revising the deadline for submitting requests for documents to the legal department; recommends adopting the Ordinance.

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

Motion made by Salazar, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Perrella, Ramey, Rust, Salazar – 6.

Voting Nay: Filicky-Peneski, Heidemann, Mitchell – 3.

GENERAL ORDINANCES

44. Gen. Ord. No. 25-23-24 by Alderpersons Salazar and Felde amending section 14-1 Weights and Measures.

MOTION TO SUSPEND THE RULES

Motion by Salazar, Objected to by Filicky-Peneski

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE ORDINANCE

Motion made by Salazar, Seconded by Dekker.

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

45. Gen. Ord. No. 26-23-24 by Alderpersons Salazar and Felde amending section 12-32 Plan Examination and Permit Fees.

MOTION TO SUSPEND THE RULES

Motion by Salazar, Objected to by Filicky-Peneski

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE ORDINANCE

Motion made by Salazar, Seconded by Dekker.

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

46. Gen. Ord. No. 27-23-24 by Alderpersons Dekker and Rust relating to one-way streets and parking restrictions in the area bounded by South 19th Street, Indiana Ave., South 24th Street, and Georgia Ave. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW – None.

ADJOURN MEETING

47. Motion to Adjourn

MOTION TO ADJOURN AT 6:49 PM

Motion made by Dekker, Seconded by Salazar.

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

THIRD SPECIAL COMMON COUNCIL MEETING MINUTES

Monday, October 23, 2023

OPENING OF MEETING

1. Roll Call

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

Alderperson excused: Felde – 1.

2. Pledge of Allegiance

3. Public Forum

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

RESOLUTIONS

4. Res. No. 86-23-24 by Alderspersons Salazar and Felde adopting a Contractor's Licenses Fee Schedule.

MOTION TO SUSPEND THE RULES

Motion by Salazar. Objected to by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust and Salazar – 8.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE RESOLUTION

Motion made by Salazar, Seconded by Dekker.

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

GENERAL ORDINANCES

5. Gen. Ord. No. 28-23-24 by Alderspersons Salazar and Felde amending various sections of the Sheboygan Municipal Code with regard to contractor licensing, including the removal of a codified fee schedule.

MOTION TO SUSPEND THE RULES AND ADOPT THE ORDINANCE

Motion made by Salazar, Seconded by Dekker.

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

ADJOURN MEETING

6. Motion to Adjourn

MOTION TO ADJOURN AT 5:18 PM

Motion made by Salazar, Seconded by Dekker.

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



October 13th 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Melissa Parra to be considered for appointment to the Mayor's International Committee
- Aubrey Lockwood to be considered for appointment to the Mayor's International Committee

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
HEARING 3-23-24**

NOVMEBER 6, 2023.

Pursuant to Chapter 65.90 of the Laws of Wisconsin, and notice published, there is a hearing scheduled for this evening on the annual budget. Any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2024 budget. Any interested persons may be heard.



PO Box 630848 Cincinnati, OH 45263-0848

PROOF OF PUBLICATION

Kaitlyn Krueger
Accounts Payable
Sheb, City Of, Legal Acct
828 Center AVE # 110
Sheboygan WI 53081-4442

STATE OF WISCONSIN, COUNTY OF BROWN

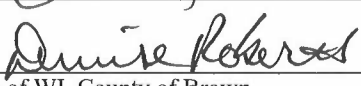
I being duly sworn, doth depose and say that I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

10/22/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 10/22/2023


 Legal Clerk


 Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$184.10	
Order No:	9430549	# of Copies:
Customer No:	1012694	1
PO #:	2024 Proposed Budget	

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

DENISE ROBERTS
Notary Public
State of Wisconsin

NOTICE TO TAXPAYERS AND RESIDENTS OF THE CITY OF SHEBOYGAN, WISCONSIN

Item 8.

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held in the Common Council Chambers, City Hall, in the City of Sheboygan, on Monday, November 6, 2023 at 6:00 p.m., at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2024 budget.

The City of Sheboygan's detail 2024 budget proposal is available for inspection in the Finance Department at City Hall from 8:00 am to 4:30 pm, Monday through Friday.

Dated this 22nd day of October, 2023

Kaitlyn Krueger, Finance Director

		2023 Revised Budget	2024 Proposed Budget	Percent Change
General Fund	Taxes (other than property)	\$19,737,117	\$19,858,778	0.62%
Revenue:	Licenses and Permits	\$1,014,020	\$1,006,520	-0.74%
	Intergovernmental Revenue	\$15,132,222	\$17,203,128	13.69%
	Charges for Services	\$3,568,905	\$3,697,065	3.59%
	Fines and Forfeitures	\$1,156,500	\$956,500	-17.29%
	Interest on Investments	\$129,438	\$178,406	37.83%
	Miscellaneous Revenue	\$204,831	\$136,236	-33.49%
	Other Financing Sources	\$2,552,470	\$1,173,804	-54.01%
	Total Revenue	\$43,495,503	\$44,210,437	1.64%
Expense:	General Government	\$5,047,212	\$5,684,403	12.62%
	Public Safety	\$24,206,040	\$25,283,753	4.45%
	Public Works	\$9,041,512	\$9,422,977	4.22%
	Health/Human Services	\$205,243	\$241,353	17.59%
	Culture/Recreation	\$3,014,576	\$3,140,016	4.16%
	Conservation/Development	\$378,463	\$429,144	13.39%
	Miscellaneous Expenses	\$1,369,961	\$0	-100.00%
	Contingency	\$500,000	\$0	-100.00%
	Interfund Transfers	\$2,593,996	\$1,178,606	-54.56%
	Total Expense	\$46,357,003	\$45,380,252	-2.11%

2024 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2023	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2024
General Fund	\$21,086,788	\$25,971,754	\$18,238,683	\$45,380,252	\$19,916,973
Special Revenue	\$2,675,504	\$8,551,248	\$3,140,910	9,702,484	4,665,178
Debt Service	\$7,041,296	\$26,113	\$0	4,933,830	2,133,579
Capital Improvements	\$7,586,819	\$30,772,198	\$5,278,862	33,656,257	9,981,622
Proprietary*	\$33,488,431	\$34,296,611	\$470,000	44,407,666	23,847,376
Fiduciary	\$949,318	\$30,500	\$0	30,500	949,318
Total	\$72,828,156	\$99,648,424	\$27,128,455	\$138,110,989	\$61,494,046

*Does not include Water Utility budget to be approved by Sheboygan Water Board of Commissioners

The City's outstanding General Obligation Notes and Bonds balance on December 31, 2023 is projected to be:

\$55,634,451

**CITY OF SHEBOYGAN
R. O. 67-23-24**

BY SHEBOYGAN TRANSIT COMMISSION.

NOVEMBER 6, 2023.

Your Commission to whom was referred Res. No. 81-23-24 by Alderpersons Dekker, Salazar, and Mitchell authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2024, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
RESOLUTION 81-23-24**

BY ALDERPERSONS DEKKER, SALAZAR, AND MITCHELL.

OCTOBER 16, 2023.

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2024, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year 2024, pursuant to former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for 2024 operating and capital assistance grants under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 120-23-24**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 6, 2023.

Your Committee to whom was referred Res. No. 84-23-24 by Alderpersons Dekker and Rust adopting a Facility Fee Schedule and an Equipment Fee Schedule; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 84-23-24**

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 16, 2023.

A RESOLUTION adopting a Facility Fee Schedule and an Equipment Fee Schedule.

RESOLVED: That the City of Sheboygan Common Council adopts the attached Facility Fee Schedule and Equipment Fee Schedule.

BE IT FURTHER RESOLVED: That the fees addressed in the herein-adopted schedules shall supersede fees previously adopted.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



City of Sheboygan Facility Fee Schedule

Item 11.

Shelters	City Resident	Non-Resident
Cleveland Park 2300 Cleveland Ave	\$100.00	\$175.00
End Park 1236 Bell Ave	\$100.00	\$175.00
Evergreen Area #1 3030 Calumet Dr	\$100.00	\$175.00
Evergreen Area #3 3030 Calumet Dr	\$50.00	\$100.00
Evergreen Area #4 3030 Calumet Dr	\$100.00	\$175.00
Evergreen Area #5 3030 Calumet Dr	\$100.00	\$175.00
Evergreen Area #6 3030 Calumet Dr	\$50.00	\$100.00
Fountain Park Bandshell 1010 N 8 th St	\$100.00	\$200.00
Lakeview Park 3201 Lakeshore Dr	\$100.00	\$175.00
Optimist Park 2004 Carmen Ave	\$100.00	\$175.00
Richardson Shelter 833 Broughton Dr	\$100.00	\$175.00
Veterans Park 2300 Union Ave	\$100.00	\$175.00
Vollrath Park 2001 N 3 rd St	\$100.00	\$175.00
Buildings	City Resident	Non-Resident
Deland Community Center 901 Broughton Dr	\$250.00	\$425.00
Deland Home 1107 N 4 th St	\$225.00	\$350.00
King Park 1615 S 7 th St	\$250.00	\$425.00
Kiwanis Fieldhouse 726 Kiwanis Park Dr	\$250.00	\$425.00
Roosevelt Fieldhouse 1103 Mead Ave	\$225.00	\$350.00
Quarryview Center 3401 Calumet Dr	\$250.00	\$425.00
Deland Green Space	\$200.00	
Kiwanis Green Space	\$300.00	

Notes:

Renter shall return keys within 24 hours of rental period or the next business day

Renter is responsible for cleaning up shelter area. Any damages to facilities deemed to be in excess of normal wear and tear, or excessive clean-up, will be charged to the individual signing the Park Permit Rental.



City of Sheboygan Equipment Fee Schedule

Item 11.

Equipment	Inventory Quantity	Price per Unit
Chicken Grill (Available in 2' x 4' sections)	8 sections	\$10.00
Large Grill (Available in 18" x 40" sections)	10 sections	\$20.00
6' Picnic Table with Attached Bench	100 available	\$18.00
10' Straight Table	110 available	\$13.00
10' Straight Bench	100 available	\$8.00
4' Park Bench with Backrest	150 available	\$8.00
Chair Trailer (320 Chairs)	1 available	\$200.00
Mobile Stage (24' x 32' x 40" tall)	1 available	\$400.00
Drum Stage (16' x 8' x' 12" or 18" tall)	1 available	\$60.00
Wood Stage (28' x 12' x' 36" tall)	1 available	\$250.00
Small Dance Floor (17.5' x 36')	2 available	\$50.00
Large Dance Floor (35' x 36')	1 available	\$100.00
Snow Fence with Stakes (50' roll)		\$10.00
Bleachers (16' long, 5 rows)	6 available	\$100.00
Garbage Can		No Fee
Recycling Can		No Fee
Type II Barricade*		\$5.00
Type II Barricade with Flasher*		\$7.00
Type III Barricade (72") *		\$15.00
Type III Barricade (72" with Flasher) *		\$17.00
Flasher (LED)*		\$2.00
A-Frame/Buck & Wing*		\$6.00
No Parking Sign (by city blocks needed) *		\$20.00



City of Sheboygan Equipment Fee Schedule

Item 11.

Notes:

Renter is responsible for equipment set-up and take-down.

City staff will deliver equipment prior to event. Renter shall return all equipment to the delivery site immediately after event for City pick-up. An additional clean-up fee of \$50.00 will be charged whenever equipment is not properly made ready for pick-up.

Event organizer/ Renter is responsible for the condition of the equipment during the rental period indicated. The City will charge a maintenance fee or a replacement fee if equipment is damaged during its use. It is highly recommended that event staff monitor equipment during the event.

The City utilizes its inventory of signs, barricades, and equipment for many activities including City operations. The City does not guarantee that the full inventory for any particular equipment, sign, or barricade will be available for rent at any given time.

Whenever City personnel must place, set up, take down, or relocate equipment, signs, or barricades outside of normal business hours, actual costs incurred by the City may be charged to the renter.

*Barricade type, quantity, and placement shall be determined by the City based on the needs and regulations applicable to each request.

**CITY OF SHEBOYGAN
R. C. 121-23-24**

BY PUBLIC WORKS COMMITTEE.

NOVEMBER 6, 2023.

Your Committee to whom was referred Gen. Ord. No. 27-23-24 by Alderpersons Dekker and Rust relating to one-way streets and parking restrictions in the area bounded by South 19th Street, Indiana Ave., South 24th Street, and Georgia Ave.; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 27-23-24**

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 16, 2023.

AN ORDINANCE relating to one-way streets and parking restrictions in the area bounded by South 19th Street, Indiana Ave., South 24th Street, and Georgia Ave.

WHEREAS, construction on Indiana Avenue is set to end, which will cause significant issues with travel on a number of streets south of Indiana Avenue that are currently signed as two-way streets with parking on only one side of the street.

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

SECTION 1: **AMENDMENT** Pursuant to Section 52-49 of the Municipal Code entitled "Erection of Official Signs," the following streets are declared to be one-way streets:

"S. 19th St. from Indiana Ave. to Georgia Ave. (northbound)
S. 20th St. from Indiana Ave. to Georgia Ave. (southbound)
S. 21st St. from Indiana Ave. to Georgia Ave. (northbound)
S. 22nd St. from Indiana Ave. to Georgia Ave. (southbound)
S. 23rd St. from Indiana Ave. to Georgia Ave. (northbound)
S. 24th St. from Indiana Ave. to Georgia Ave. (southbound)."

SECTION 2: **AMENDMENT** Pursuant to Section 52-108 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Sections 4 through 9 of Gen. Ord. No. 5-23-24 are hereby repealed, thereby restoring parking on the west side of S. 19th St., S. 20th St., S. 21st St., S. 22nd St., and S. 24th St. and on the east side of S. 23rd St., all from the south curb line of Indiana Avenue to the north curb line of Georgia Avenue.

SECTION 3: **AUTHORIZATION TO INSTALL SIGNAGE** 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 aforementioned traffic regulation.

SECTION 4: **REPEALER CLAUSE** All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: **EFFECTIVE DATE** This ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 122-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

NOVEMBER 6, 2023.

Your Committee to whom was referred R. C. No. 217-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan; recommends filing the document.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

IV

R. C. No. 217 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

_____	_____
_____	_____
_____	_____
	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

R. O. No. 48 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting a Summons and Complaint in the matter of One More Time, LLC
vs. City of Sheboygan.

CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

One More Time, LLC vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2022CV000377

Class Code: Petition for Writ of Certiorari

FILED
07-20-2022JU
Item 13.

Sheboygan County

Clerk of Circuit Court

2022CV000377

Honorable Kent Hoffmann

Branch 2

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081Process Server
Date: 7/20/22 Time: 11:40 am/pm
☐ Personal ☐ Substitute
☐ Posted ☐ Corporate

Case number 2022CV000377 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 64b2f7

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: July 20, 2022

FILED
07-20-2022

Item 13.

Sheboygan County
Clerk of Circuit Court
HONORABLE KENT HOFFMANN
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

ONE MORE TIME, LLC
c/o 4139 Cherrywood Court, Apt. A-101
Sheboygan, WI 53081
Joseph P. Bonelli, Agent

Plaintiff,

v.

Case No.

Case Code: 30955, 30952

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendant.

SUMMONS

THE STATE OF WISCONSIN

TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

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

Within twenty (20) days of receiving this Summons (45 days if you are the State of Wisconsin and 60 days if you are the United States of America), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is:

Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, Wisconsin 53081

and to plaintiff's attorney, whose address is:

Peter R. Mayer
Mayer Law Firm, S. C.
502 North 6th Street
Sheboygan, WI 53081
peter@wisclawyer.com

You may have an attorney help or represent you.

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

Dated this 20th day of July, 2022.

MAYER LAW FIRM, S. C.



By

Peter R. Mayer
State Bar No. 1009680
Attorney for One More Time, LLC

Mayer Law Firm, S. C.
502 North 6th Street
Sheboygan, WI 53081
Telephone (920) 980-8241
Facsimile (920) 451-0500
E-mail: peter@wisclawyer.com

FILED

Item 13.

07-20-2022

Sheboygan County

Clerk of Circuit Court

2022CV000377

Honorable Kent Hoffmann

Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

ONE MORE TIME, LLC
c/o 4139 Cherrywood Court, Apt. A-101
Sheboygan, WI 53081
Joseph P. Bonelli, Agent

Plaintiff,

v.

Case No.

Case Code: 30955, 30952

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendant.

**COMPLAINT AND PETITION FOR CERTIORARI
REVIEW PURSUANT TO WIS. STAT. SECTIONS 68.13 and 125.12(2)(d)**

NOW COMES the above-named plaintiff, One More Time, LLC, a Wisconsin limited liability company, by its attorney, Mayer Law Firm, S.C., by Peter R. Mayer, as and for causes of action against the above-named defendant, hereby submits this Complaint for Certiorari Review pursuant to Sections 68.13 and 125.12(2)(d), Wis. Stats., with respect to the revocation of City of Sheboygan Alcohol Beverage License No. 2301 previously held by Plaintiff, which revocation was purportedly recommended by Licensing, Hearings, and Public Safety Committee of the City of Sheboygan on June 8, 2022, and adopted as a resolution by the Common Council of the City of Sheboygan on June 20, 2022, and this Complaint for Writ of Mandamus pursuant to Chapter 783, Wis. Stats. with respect to City of Sheboygan Ordinance 10-46, City of Sheboygan Ordinance 10-39 and Section 125.12, Wis. Stats., and herein alleges and shows to the Court as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Wis. Stats. Sections 68.13, 125.12(2)(d), and 783.01.

2. Venue is proper in this Court pursuant to Wis. Stats. Section 801.50(2)(a), (b), and c) because Sheboygan County is the county where the claim arose, the county where the real estate which is the subject of the action is located, and the county where the Defendant does business.

PARTIES

3. One More Time, LLC, is a Wisconsin limited liability company (the “Plaintiff”) having a principal business location at 1235 Pennsylvania Avenue in the City of Sheboygan, Sheboygan County, Wisconsin (the “Premises”), a registered agent office of c/o 502 North 6th Street, Sheboygan, Wisconsin 53081, and a temporary business location address of 4139 Cherrywood Court, Apt. A-101, Sheboygan, WI 53081.

4. City of Sheboygan (the “City”) is a body corporate in the State of Wisconsin, duly organized under Wis. Stats. Chapter 66 as a city with its offices located at 828 Center Avenue, Sheboygan, WI 53081.

FACTS

5. The Plaintiff and its affiliated limited liability companies, all of which have been solely owned by Joseph P. Bonelli and of which he has been the sole member (“Agent”) operated a tavern establishment selling alcohol, food, and other beverages to the public (the “Business”) at the Premises since 2005.

6. The operation of the Business at the Premises, including specifically the sale of alcohol to customers, was under the authority of City of Sheboygan Alcohol Beverage License No. 2301 (the “License”).

7. Commencing in the second half of 2019, Plaintiff temporarily reduced the hours of operation of the Business at the Premises, which reduction in hours of operation was later affected by the Covid pandemic, including by governmental orders requiring the cessation of Business for certain periods of time and recommendations against conducting public operations of the Business for the safety and well-being of the public.

8. Plaintiff made the Premises available for sale but continued to operate the Business from time to time and at no point abandoned, suspended, or ceased operations of the Business for a continuous period of at least six (6) months.

9. Plaintiff operated the Business at the Premises on October 3, 2021, and the City acknowledged and agreed that Plaintiff operated the Business at the Premises on such date, as documented on Exhibit A attached hereto and incorporated herein by this reference.

10. Between October of 2021 and March of 2022, Plaintiff and Bonelli had two different prospective purchasers who both agreed to purchase the Premises, had the financial ability to purchase the Premises under the terms offered, had past experience in the operation of a tavern, had appropriate personal character to be eligible for the issuance of an alcohol beverage license, and indicated a desire for Plaintiff to conditionally surrender the License after the payment of the down payment and earnest money so that the purchasers could obtain a new alcohol beverage license from the City of Sheboygan and operate the Premises from and after the date of closing (the "Potential Sales of the Premises").

11. As a result of the Potential Sales of the Premises and in order to increase the likelihood of consummating the sale of the Premises, Bonelli delayed resumption of the full operation of the Business during the time that the Potential Sales of the Premises were being addressed.

12. During March of 2022, Bonelli determined that the Potential Sales of the Premises might no longer be viable and decided to resume the Plaintiff's operation of the Business.

13. City of Sheboygan Ordinances and Chapter 125, Wis. Stats., do not require a holder of a retail alcohol beverage license to conduct business a certain minimum number of hours or a certain minimum number of days or to advertise an open business in a certain manner.

14. City of Sheboygan Ordinance 10-46 ("Ordinance 10-46") provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall be subject to revocation, which ordinance is documented on Exhibit B attached hereto and incorporated herein by this reference.

15. Ordinance 10-46 does not require a minimum number or amount of sales of alcohol by the licensee.

16. Ordinance 10-46 has in the past consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period.

17. During March and April of 2022, Bonelli, for and on behalf of himself and Plaintiff, contacted the Office of the City Attorney for the City of Sheboygan and the Licensing Clerk of the City of Sheboygan numerous times to seek advice and obtain confirmation relating to the Plaintiff's compliance with Ordinance 10-46 to prevent the revocation of the License, which communication is documented on Exhibits C and D attached hereto and incorporated herein by this reference.

18. On March 31, 2022, commencing at 11:45 AM, Bonelli had a 20-minute telephone call with City Attorney Adams relating to compliance with Ordinance 10-46 (the "March Advice Call"), and during the March Advice Call City Attorney Adams stated that Bonelli could either request an extension by the City Common Council or open for business to the public again within six (6) months of the last date of business, which communication is documented on Exhibit D attached hereto and incorporated herein by this reference.

19. During the March Advice Call, City Attorney Adams stated that an extension by City Common Council was discretionary, but that opening for business to the public would not be subject to discretionary determination.

20. During the March Advice Call, City Attorney Adams recommended that the Business could simply open for business to the public for one day within the six months and used as an example the action by Curt Hinz, another holder of a City liquor license, to reopen for one day.

21. Bonelli viewed the information provided by City Attorney Adams as legal advice provided to him to assist Plaintiff in complying with Ordinance 10-46.

22. Bonelli secured the services of a licensed bartender and two additional servers to work at the Premises on April 1, 2022 (the "Continuous Business Day"), confirmed that the Premises would have sufficient inventory for operation of the Business, posted messages on Facebook confirming that the Premises was open for Business, posted photographs taken on the Continuous Business Day, and required the bartender and servers to use the cash register on the Continuous Business Day because the POS system was not programmed, as documented on the affidavits attached hereto as Exhibit E and incorporated herein by this reference.

23. Despite numerous calls by Bonelli to Office of the City Attorney for the City of Sheboygan and the Licensing Clerk of the City of Sheboygan starting on April 4, 2022 and continuing until June 7, 2022, the City refused to confirm whether or not Plaintiff was in compliance with Ordinance 10-46 as a result of the operations on the Continuous Business Day, until Bonelli

was served with the Summons and Complaint shortly before the Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing") before the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee").

24. The Committee is a committee of the City Council of the City of Sheboygan, as described in Section 125.12(2)(b)3., Wis. Stats.

25. On the day before the Hearing, Bonelli attempted one more time to understand the basis for the claim by the City that the Plaintiff was not in compliance with Ordinance 10-46, and communicated by e-mail with City Attorney Adams, as documented in the e-mail to City Attorney Adams and his reply attached hereto as Exhibit F and incorporated herein by this reference.

26. City Attorney Adams regularly advises, and when required directs, the Committee as to legal options and alternatives, witness testimony, and procedure, and provides the Committee with recommendations on licensees, including when licensees appear before the Committee for regulatory or quasi-judicial action.

27. On the day before the Hearing, in the e-mail attached hereto as Exhibit F, City Attorney Adams informed Bonelli that rather than continue to advise the Committee or withdraw entirely from the matter, City Attorney Adams would be prosecuting the complaint against the Plaintiff.

28. In the e-mail attached hereto as Exhibit F, City Attorney Adams informed Bonelli that Attorney Joseph Voelkner, the partner of an attorney who represented and advised one of the two potential purchasers in the Potential Sales of the Premises, would by representing and advising the Committee at the Hearing.

29. During the Hearing, at the first available opportunity and prior to any witnesses, Bonelli attempted to object to City Attorney Adams' and Attorney Voelkner's involvement in the Hearing and request an adjournment in order to address his objection, but Attorney Voelkner prevented him from raising objections at that time because Attorney Voelkner had a specific order of procedure, and Bonelli later objected to City Attorney Adams' and Attorney Voelkner's involvement in the Hearing.

30. During the Hearing, Bonelli was sworn under oath and testified that the Plaintiff operated the Business at the Premises on the Continuous Business Day.

31. The complainant did not provide any evidence that the Plaintiff did not operate the Business at the Premises on the Continuous Business Day.

32. During the Hearing, City Attorney Adams provided testimony and evidence while at the same time acting as legal counsel for the complainant at the Hearing and without first being sworn under oath.

33. After the Hearing was closed, the Committee and Attorney Voelkner adjourned into closed session and after returning voted to recommend that the City Council revoke the License.

34. The Committee purportedly prepared a document intended to constitute the report described in Section 125.12(2)(b)3., Wis. Stats. (the "Purported Report"), a copy of which Purported Report initially prepared and sent to Plaintiff is attached hereto as Exhibit G and incorporated herein by this reference..

35. The Purported Report did not state whether the Committee found as a matter of fact that the Plaintiff did or did not operate the Business at the Premises on the Continuous Business Day.

36. The Purported Report did not state whether the Committee found as a matter of fact that the Plaintiff's operation of the Business at the Premises on the Continuous Business Day was or was not sufficient to comply with Ordinance 10-46.

37. The Purported Report was conclusory in nature and did not present statements of supporting facts, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats.

38. The Office of the City Attorney notified the Plaintiff and Bonelli in writing of the right to object to the Purported Report and to present arguments supporting the objection to the City Council on August 20, 2022 (the "Right to Object Notice").

39. Contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats., the Right to Object Notice did not inform the Plaintiff whether the arguments supporting the objection shall be presented orally or in writing or both.

40. At no time did the City inform the Plaintiff, Bonelli, or legal counsel for them whether the arguments supporting the objection shall be presented to the City Council orally or in writing or both, despite repeated inquiries on this.

41. A few business days before the June 20, 2022 City Council meeting (the "City Council Review Meeting"), a secretary in the Office of the City Attorney notified the Plaintiff and Bonelli via e-mail that the Right to Object Notice incorrectly identified the date of the City Council

review of the Purported Report and informed the Plaintiff and Bonelli that the Purported Report would be confirmed at the City Council Review Meeting if no objection was made.

42. The Plaintiff, by its legal counsel, immediately notified various city officials via e-mail of objections to proceeding at the City Council Review Meeting due to the erroneous identification of the date of the City Council review in the Right to Object Notice, the inability to deliver necessary documents relating to the objection in time for the City Council Review Meeting, requested the immediate delivery of a transcript of the Hearing, objected to the continued involvement of City Attorney Adams except as a witness, objected to the Purported Report, and requested a de novo hearing based upon the involvement of the attorneys creating bias and preventing a fair hearing (the "Objection E-mail"), as documented on the Objection E-mail, a copy of which is attached hereto as Exhibit H and incorporated herein by this reference.

43. The Plaintiff, by its legal counsel, sent via e-mail and hand-delivered a letter dated June 17, 2022 to the City Clerk and various City officials, containing objections to proceeding at the City Council Review Meeting due to the erroneous identification of the date of the City Council review in the Right to Object Notice, the inability to deliver necessary documents relating to the objection in time for the City Council Review Meeting, requested the immediate delivery of a transcript of the Hearing, objected to the continued involvement of City Attorney Adams except as a witness, objected to the Purported Report, and requested a de novo hearing based upon the involvement of the attorneys creating bias and preventing a fair hearing (the "Objection Letter"), as documented on the Objection Letter and a subsequent e-mail, a copy of which is attached hereto as Exhibit I and incorporated herein by this reference, and which copy of the Objection Letter hand-delivered to the City Clerk also included the affidavits attached hereto as Exhibits D and E and incorporated herein by this reference.

44. The City Clerk informed the Plaintiff, through its legal counsel, that the City Council Review Meeting would proceed and that the only way Plaintiff could be assured that the City Council would hear its oral objection is if it was presented during the five minute citizen comment agenda item at the beginning of the City Council meeting, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats.

45. The Plaintiff, through its legal counsel, presented its objections to the City Council during the allotted five minute citizen comment section, objecting to the Purported Report and the

recommended revocation based upon the uncontroverted evidence presented at the Hearing that the Plaintiff operated the Business at the Premises on the Continuous Business Day and the other objections contained in the Objection E-Mail and the Objection Letter.

46. The Purported Report was attached to the agenda of the City Council for the City Council Review Meeting, without any signatures of the Committee members on the signature blanks evidencing adoption or approval of the Purported Report by the Committee, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats., as documented on the City agenda link <https://mccmeetings.blob.core.usgovcloudapi.net/sheboygnwi-pubu/MEET-Packet-59c9340e237d49c38fc75bfe4c2f7000.pdf> and on the Purported Report, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference.

47. The City Council, without any discussion relating to the Plaintiff or the License and as a part of a block of other license approvals referred by the Committee, voted to revoke the License, as documented on the Minutes of the City Council Review Meeting, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference.

48. The Plaintiff, by its legal counsel, sent via e-mail and hand-delivered a letter dated June 20, 2022 to the City Clerk, requesting the immediate delivery of a transcript of the Hearing (the "Transcript Request Letter"), as documented on the Transcript Request Letter, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference, and City referred Plaintiff to YouTube link <https://www.youtube.com/watch?v=hXZu-YdI1Ds> rather than comply with Wisconsin Statutes.

CLAIMS FOR RELIEF

FIRST CLAIM - THE CITY EXCEEDED ITS JURISDICTION BECAUSE ORDINANCE SIMPLY REQUIRES THAT A LICENSEE HAVE NO GAP IN OPERATIONS OF LONGER THAN SIX (6) MONTHS, WHICH GAP IN OPERATIONS DID NOT OCCUR AT THE PREMISES.

As and for a first cause of action against City, Plaintiff alleges and shows to the Court as follows:

49. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

50. Ordinance 10-46 provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then be subject to revocation.

51. Ordinance 10-46 does not require a minimum number or amount of sales of alcohol by the licensee, minimum hours, or minimum days, but only provides jurisdiction if there is a suspension or cessation of business six months or longer.

52. Plaintiff operated the Business by being open for business and conducting sales of alcohol to general members of the public on at least October 3, 2021 and the Continuous Business Day, a period of less than six months.

53. Since Ordinance 10-46 consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period, the City did not have jurisdiction or authority to revoke the License.

54. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

SECOND CLAIM - THE CITY DEPRIVED THE PLAINTIFF OF ITS RIGHT OF DUE PROCESS IN THE MANNER OF REVOKING OF THE LICENSE.

As and for a second cause of action against City, Plaintiff alleges and shows to the Court as follows:

55. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

56. Foremost, among a multitude of substantive and procedural defects and errors preventing the Plaintiff from having a fair Hearing without bias was the multi-faceted roles of City Attorney Adams, acting on March 31, 2022, as legal advisor to the Plaintiff in informing Bonelli that he should open the Premises to Business for at least one day during the six month period, then City Attorney Adams left Bonelli without any reply or confirmation during an almost two month period, until City Attorney Adams took up the position of prosecutor of the complaint before the Committee, which was acting as a quasi-judicial body and accustomed to receiving the advice, direction, and recommendations from City Attorney Adams and for which he provided the introduction to the Hearing as if he was representing the Committee and was identified as such on his virtual meeting caption, City Attorney Adams then provided information and evidence by his testimony without first being sworn as a witness at the Hearing, which defects when combined prevented the Plaintiff from receiving a fair hearing, then City Attorney Adams' office gave a faulty Right to Object Notice, and

finally City Attorney Adams resumed his role before the City Council during the City Council Review Meeting as well.

57. The procedural defect of not informing Plaintiff of the proper date for the City Council Review Meeting, until the cusp of the meeting, or the manner in which the arguments in support of the objection could be presented deprived the Plaintiff of its right to Due Process.

58. The procedural defect of having attorneys with apparent conflicts of interest conducting the Hearing and prosecuting the complaint during the Hearing deprived the Plaintiff of its right to Due Process and prevented a fair Hearing.

59. The defect in the preparation and review of the Purported Report and Plaintiff's objections to the Purported Report, including the absence of signatures confirming approval when the Purported Report was submitted to the City Council, the absence of factual determinations in support of the conclusion found by the Committee in the Purported Report, the lack of direction on how arguments could be presented by Plaintiff to the City Council, the erroneous information on the date of the City Council Meeting Review in the Right of Objection Notice prevented reasonable preparation for and presentation of the objection to the Purported Report, the requirement that Plaintiff appear during the citizen comment section of the agenda rather than during the review of the objections to the Purported Report, and the consolidation of the Plaintiff's objections with batches of other licenses presented for renewal into a single enmeshed resolution prevented anything other than a cursory consideration of the objection by the City Council, and thus deprived the Plaintiff of its right to Due Process.

60. The affidavits attached as Exhibits D and E, and incorporated herein by this reference and supplement the record of the Hearing, were not part of the record at the Hearing but were provided to the City Clerk before the City Council Review Meeting, and provide additional irrefutable proof that the Plaintiff operated the Business at the Premises on the Continuous Business Day.

61. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises, or at a minimum, in the alternative, order a de novo hearing by the Committee.

THIRD CLAIM - THE CITY DECISIONS ON THE LICENSE WERE ARBITRARY AND UNREASONABLE BECAUSE THEY REPRESENT THE WILL RATHER THAN THE JUDGMENT OF THE CITY.

As and for a third cause of action against City, Plaintiff alleges and shows to the Court as follows:

62. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

63. Ordinance 10-46 clearly provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then and only then be subject to revocation.

64. The City acknowledged and agreed that Plaintiff conducted Business on October 3, 2022, and Plaintiff provided uncontroverted testimony at the Hearing that Plaintiff operated the Business at the Premises on the Continuous Business Day, thereby complying with Ordinance 10-46.

65. The Purported Report was unsigned and does not provide any determination of supporting facts relating to the issue on compliance with Ordinance 10-46, but merely concludes that the Plaintiff violated Ordinance 10-46, thus confirming the arbitrary and unreasonable nature of the Purported Report and the City Council adoption of the recommendation of the Committee.

66. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

FOURTH CLAIM - THE CITY DECISIONS ON THE LICENSE TREAT THE PLAINTIFF IN AN UNEQUAL MANNER TO OTHER LICENSEES AND WERE ARBITRARY AND UNREASONABLE BECAUSE THEY REPRESENT THE WILL RATHER THAN THE JUDGMENT OF THE CITY.

As and for a fourth cause of action against City, Plaintiff alleges and shows to the Court as follows:

67. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

68. Ordinance 10-46 clearly provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then and only then be subject to revocation.

69. The City acknowledged and agreed that Plaintiff conducted Business on October 3, 2022, and Plaintiff provided uncontroverted testimony at the Hearing that Plaintiff operated the Business at the Premises on the Continuous Business Day, thereby complying with Ordinance 10-46.

70. Ordinance 10-46 has in the past consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period.

71. City Attorney Adams provided an example to the Plaintiff of how Ordinance 10-46 has been applied to other licensees who open for only one day to satisfy the requirement that a licensee not suspend or cease doing business for six months.

72. The Plaintiff has been treated differently from other licensees and such treatment is arbitrary and unreasonable.

73. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

FIFTH CLAIM - CITY HAS FAILED TO ADHERE TO ITS ORDINANCE AND CHAPTER 125 OF THE WISCONSIN STATUTES.

As and for a fourth cause of action against City, Plaintiff alleges and shows to the Court as follows:

74. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

75. Plaintiff requested in writing on at least two occasions, the Objection Letter and the Transcript Request Letter, that City provide a transcript of the Hearing, as required by Section 125.12(2)(b)2., Wis. Stats., and City has failed and refused to provide the transcript.

76. Plaintiff is entitled to the re-issuance by the City of a License for the Premises pursuant to the four claims set forth above, but City may fail or refuse to issue the License to the Plaintiff, which prevents Plaintiff from conducting Business.

77. The preparation of a transcript of the Hearing and the issuance of the License are not discretionary actions.

78. A writ of mandamus requiring the City to provide a transcript of the Hearing to Plaintiff and to issue the License to the Plaintiff for the Premises provides the City with a clear and concise direction in a ministerial action.

79. Therefore, this Court should issue a writ of mandamus requiring the City to provide a transcript of the Hearing to the Plaintiff and to issue the License to the Plaintiff for the Premises, or in the alternative, retain jurisdiction in this matter to confirm that City has complied with its other orders.

WHEREFORE, One More Time, LLC respectfully requests the following relief:

- A. That a Writ of Certiorari be granted and issued by this Court directed to the City of Sheboygan Clerk, City of Sheboygan Licensing Clerk, and City of Sheboygan Common Council, the record and proceedings of the Quasi-Judicial Hearing conducted on June 8, 2022 before the City of Sheboygan Licensing, Hearings and Public Safety Committee and the June 20, 2022 City of Sheboygan Common Council at issue herein be certified and transmitted to this Court;
- B. Review and reversal of the decisions of the Quasi-Judicial Hearing conducted on June 8, 2022 before the City of Sheboygan Licensing, Hearings and Public Safety Committee and the June 20, 2022 City of Sheboygan Common Council at issue herein;
- C. That the City of Sheboygan Clerk, City of Sheboygan Licensing Clerk, and City of Sheboygan Common Council be ordered and directed to reissue to One More Time, LLC the City of Sheboygan Alcohol Beverage License No. 2301 previously held by Plaintiff;
- D. In the alternative and in the event that only the second claim of Plaintiff be found in favor of, that City of Sheboygan Licensing, Hearings and Public Safety Committee and the City of Sheboygan Common Council be ordered to conduct a de novo hearing without involvement of attorneys with conflicts;
- E. For the costs and disbursements of this action as provided by law; and
- F. For such other and further relief as the court deems just and proper.

Dated this 20th day of July, 2022.

MAYER LAW FIRM, S. C.



By

Peter R. Mayer
State Bar No. 1009680
Attorney for One More Time, LLC

Mayer Law Firm, S. C.
502 North 6th Street
Sheboygan, WI 53081
Telephone (920) 980-8241
Facsimile (920) 451-0500
E-mail: peter@wisclawyer.com

Fassbender, Melissa

From: Adams, Charles
Sent: Friday, March 11, 2022 10:05 AM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn; DeBruin, Meredith
Subject: RE: Mojo



Thank you. Can you provide confirmation that among the sales was the sale of alcohol? I would assume so, but we did just have an issue with someone who wanted to only serve food and that does not qualify as "business of the license."

Assuming the confirmation, the six-months would run out on April 3. The transfer would need to take place and the new business be opened by that day.

Chuck

From: Joseph Bonelli <mojobar@icloud.com>
Sent: Friday, March 11, 2022 9:56 AM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

Good morning Attorney Adams,
Thanks for taking the time to speak with me yesterday.

I have attached our daily log of October the 3rd 2021, of our point of sale system as per our conversation. Hopefully this will resolve the situation and eliminate the need for the hearing with the common council. In the meantime, I hope to have the transition for the business to be done in the next week or two. At that point I would surrender my license to the new owners. It is critical that we retain our license until that point as the deal we have in place is contingent on the license.

Thanks once again for your time and understanding. Please call with any questions or concerns. Otherwise, I will touch base with you later today.

Joe Bonelli
920-254-0564

EXHIBIT A
(4 pages)



Sales Report



Oct 3, 2021

All Devices, vs Previous Sunday

1D

1W

1M

3M

1Y

SALES SUMMARY: OVERVIEW



\$247.00

Gross Sales

-24%

\$247.00

Net Sales

-24%

12

Sales

-29%

\$20.58

Average Sale

+7%

\$0.00

Returns

\$0.00

Discounts & Comps

GROSS SALES



Oct 3, 2021

Previous Sunday

\$247.00

\$327.00

\$200

\$150

\$100



Checkout



Transactions



Notifications



More

Fassbender, Melissa

From: Adams, Charles
Sent: Friday, March 11, 2022 1:03 PM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn
Subject: RE: Mojo



Got it, thanks!

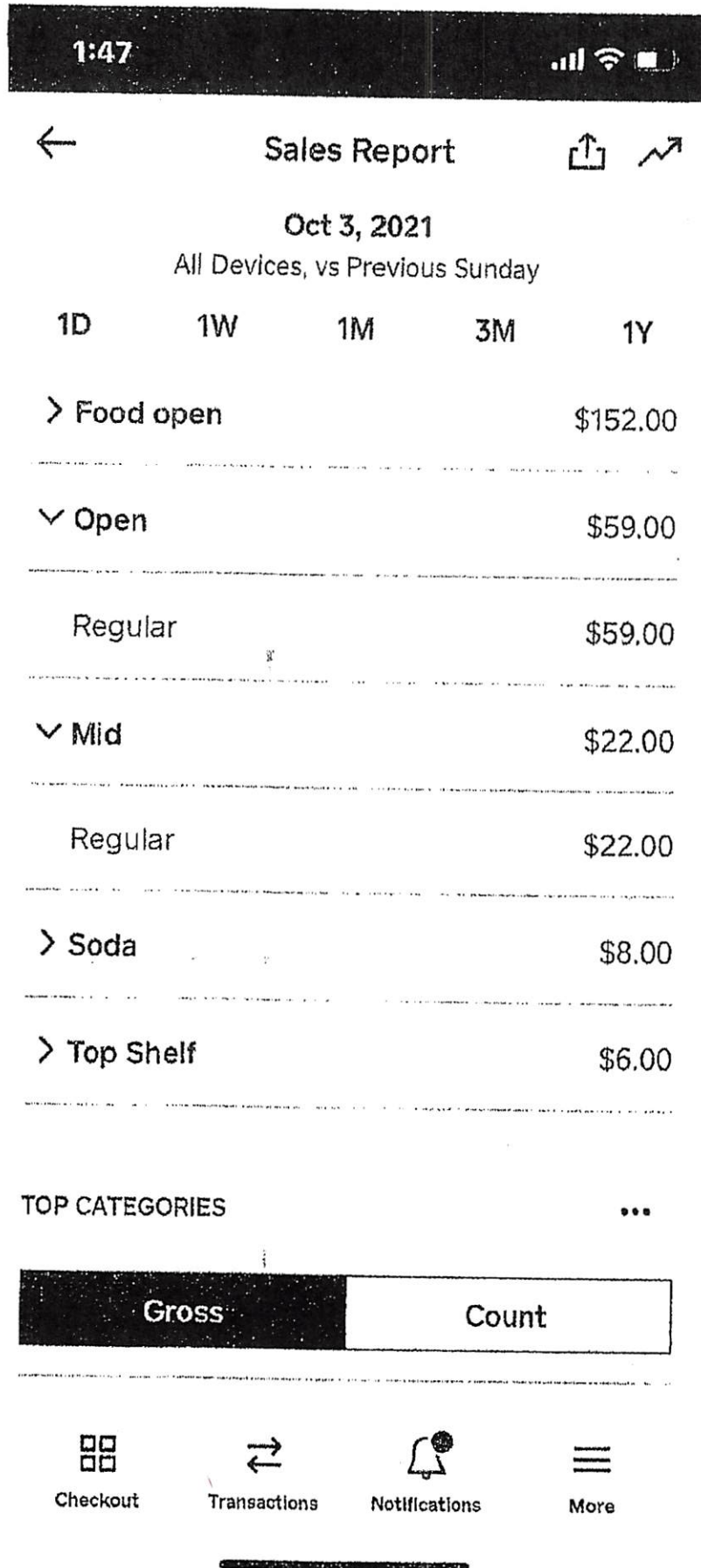
From: Joseph Bonelli <mojobar@icloud.com>
Sent: Friday, March 11, 2022 12:54 PM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

Hello Attorney Adams,

I just received your email and that completely makes sense. I've attached another breakdown. The areas that are labeled open, mid, and top shelf will pertain to the sales of alcohol.

If you need anything else please let me know. Otherwise it is getting close to quitting time. Hope you have a great weekend.

Joe



Sec. 10-46. - Cessation of operations.

If any retail licensee shall fail to commence business within six months of granting of a license, or if any retail licensee shall suspend or cease doing business for six consecutive months or more, any or all of said retail licenses held by the licensee shall be subject to revocation by the council after a public hearing, pursuant to Sec. 10-39. The council may, for a good cause shown, extend such six-month period.

(Ord. No. 57-02-03, § 1, 11-18-02)

EXHIBIT B

JAMES O. CONWAY
JOSEPH J. VOELKNER
CORRADO CIRILLO
JOSHUA D. MCKINLEY
ALVIN R. KLOET (OF COUNSEL)
JOHN N. GUNDERSON (OF COUNSEL)

OLSEN, KLOET,
GUNDERSON &
CONWAY

ATTORNEYS AT LAW

602 NORTH 6TH STREET
SHEBOYGAN, WI 53081-4695

EXHIBIT C
(12 pages)

June 9, 2022

VIA EMAIL

Mr. Joseph Bonelli
One More Time, LLC
2148 Allgood Road
Marietta, GA 30062

RE: IN THE MATTER OF A QUASI-JUDICIAL HEARING TO DETERMINE
WHETHER ALCOHOL BEVERAGE LICENSE NO. 2301 SHALL BE
SUSPENDED OR REVOKED
Joseph P. Bonelli et al

Dear Mr. Bonelli:

Pursuant to my representation at the Quasi-Judicial Hearing which took place on
June 8, 2022, please find enclosed Exhibits:

1. Email dated March 11, 2022 with attachments;
2. Email dated March 11, 2022 with attachments;
3. Email dated April 22, 2022;
4. Email dated April 25, 2022 with attachments;
5. Email dated April 28, 2022; and
6. Email dated May 6, 2022 with attachments.

If there is any additional material from the existing record that you wish for the City of
Sheboygan Common Council to provide, please advise and it will be provided immediately.

Thank you for your consideration.

Very truly yours,

OLSEN, KLOET, GUNDERSON & CONWAY

Joseph J. Voelkner

JJV/sar
Enclosure
cc: Attorney Adams

(via email)

Fassbender, Melissa

From: Adams, Charles
Sent: Friday, March 11, 2022 10:05 AM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn; DeBruin, Meredith
Subject: RE: Mojo



Thank you. Can you provide confirmation that among the sales was the sale of alcohol? I would assume so, but we did just have an issue with someone who wanted to only serve food and that does not qualify as "business of the license."

Assuming the confirmation, the six-months would run out on April 3. The transfer would need to take place and the new business be opened by that day.

Chuck

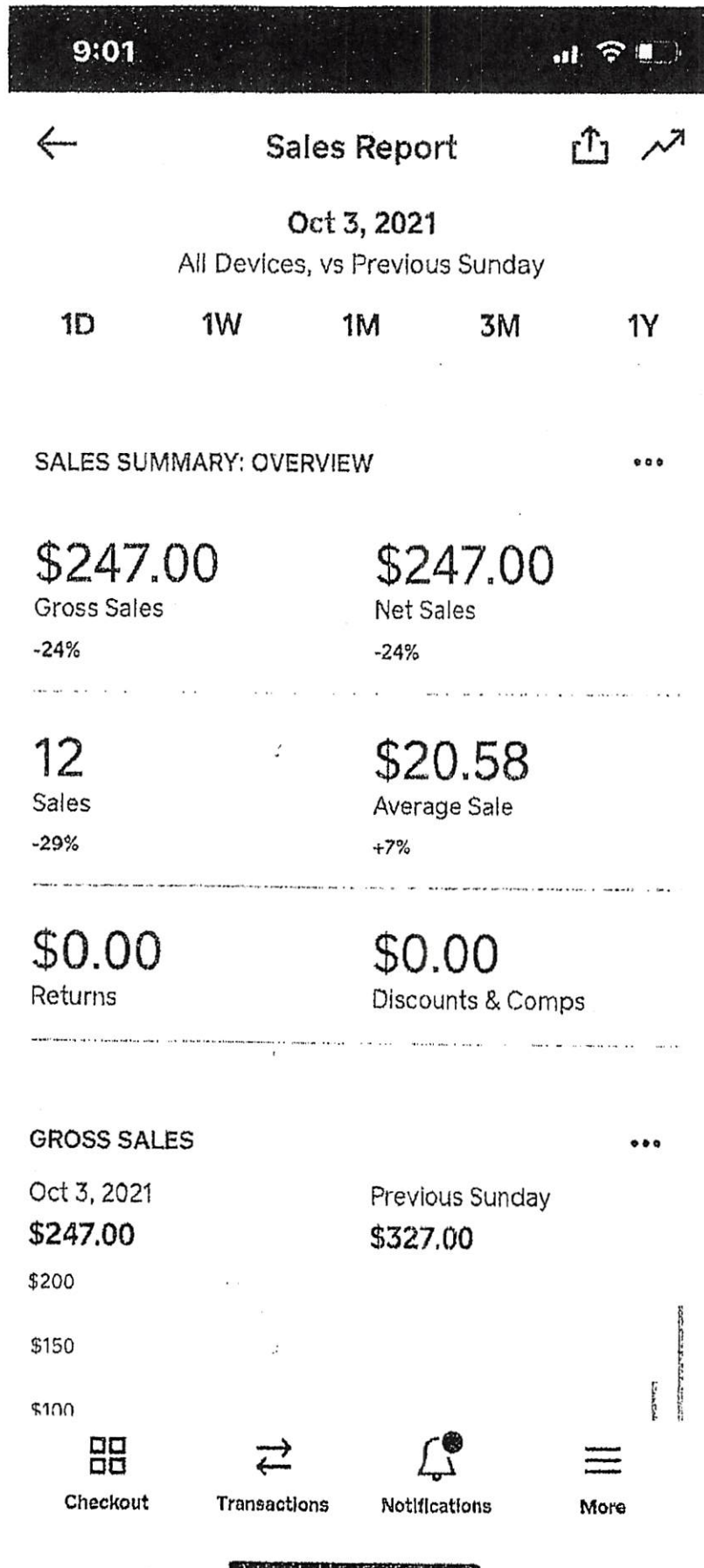
From: Joseph Bonelli <mojobar@icloud.com>
Sent: Friday, March 11, 2022 9:56 AM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

Good morning Attorney Adams,
Thanks for taking the time to speak with me yesterday.

I have attached our daily log of October the 3rd 2021, of our point of sale system as per our conversation. Hopefully this will resolve the situation and eliminate the need for the hearing with the common council. In the meantime, I hope to have the transition for the business to be done in the next week or two. At that point I would surrender my license to the new owners. It is critical that we retain our license until that point as the deal we have in place is contingent on the license.

Thanks once again for your time and understanding. Please call with any questions or concerns. Otherwise, I will touch base with you later today.

Joe Bonelli
920-254-0564



Fassbender, Melissa

From: Adams, Charles
Sent: Friday, March 11, 2022 1:03 PM
To: Joseph Bonelli
Cc: Fassbender, Melissa; Hoffman, Kathryn
Subject: RE: Mojo



Got it, thanks!

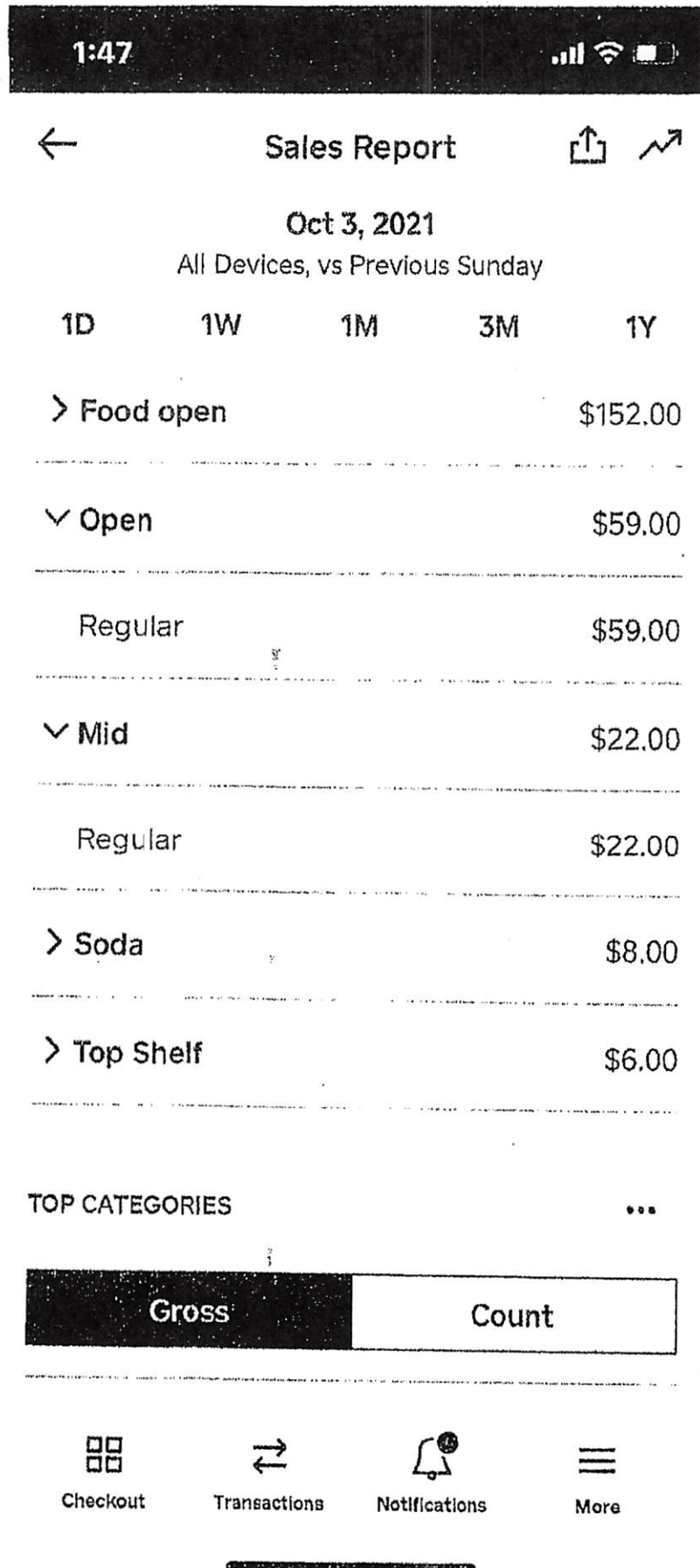
From: Joseph Bonelli <mojobar@icloud.com>
Sent: Friday, March 11, 2022 12:54 PM
To: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Subject: Mojo

Hello Attorney Adams,

I just received your email and that completely makes sense. I've attached another breakdown. The areas that are labeled open, mid, and top shelf will pertain to the sales of alcohol.

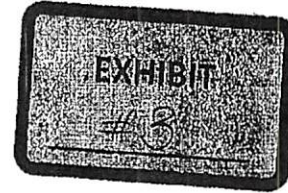
If you need anything else please let me know. Otherwise it is getting close to quitting time. Hope you have a great weekend.

Joe



Fassbender, Melissa

From: Fassbender, Melissa
Sent: Friday, April 22, 2022 1:50 PM
To: 'Joe Bonelli'
Subject: Receipts



Good Afternoon Joe,

I just wanted to follow-up with you regarding the day you were open earlier this month. Could you please forward screen shots of the posts you made on social media from that day? Our search options are limited due to security restrictions in place on the city's internet. We have also not yet received your receipts from that day. If you could please submit the receipts as soon as possible as well.

Thank you,

Melissa Fassbender
Council/Licensing Clerk
City of Sheboygan
828 Center Ave Suite 103
Sheboygan, WI 53081
(920) 459-3405
melissa.fassbender@sheboyganwi.gov



Fassbender, Melissa

From: Joseph Bonelli <mojobar@me.com>
Sent: Monday, April 25, 2022 12:23 PM
To: Fassbender, Melissa
Subject: Mojo



Hi Melissa,

I got your email. I didn't think about the restrictions of your Internet.

But here are some pictures of my FB. Showing an ad and some customers enjoying themselves on Friday 4/1. I'll give you a shout a little later to make sure you received this.


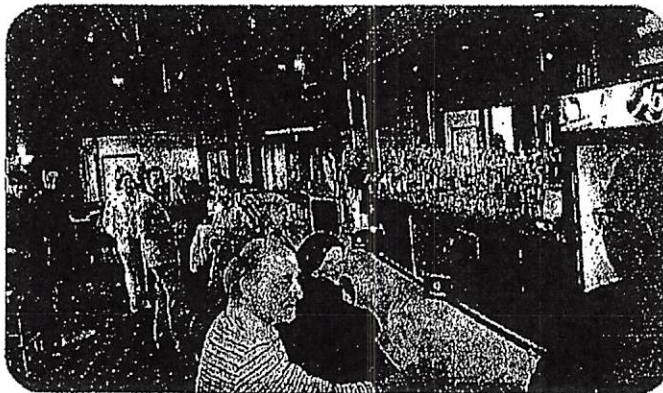
Have a great day.

Joe

1:11

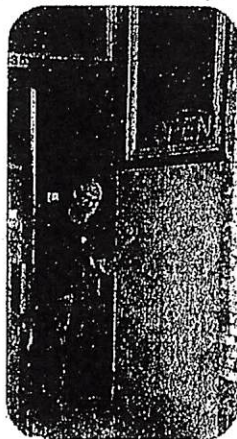
**Joe Bonelli**

Apr 1 · 👤

 **Stephen Irby and 61 others****View previous comments...****Peter Mayer**

3w Like Reply

500

**Peter Mayer****Write a comment...**

Home



News



Marketplace



Events



Notifications



Menu

1:12

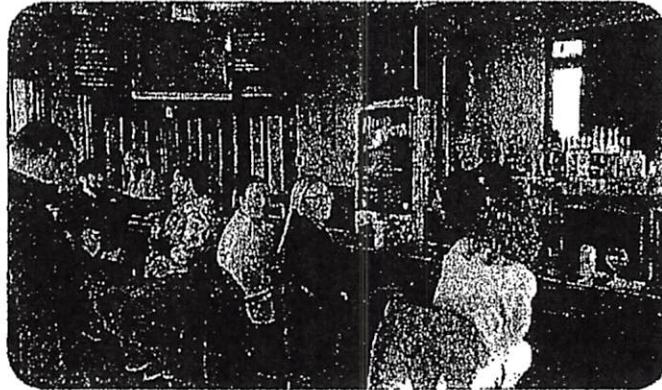
**Joe Bonelli**

Apr 1 · 🧑



3w Like Reply

10

**Peter Mayer**

3w Like Reply

20

**Michelle Walters Perronne**That is not even funny to tease
us 🙄

3w Like Reply

10

**Karen Cartwright**The little light flashing bottle
from your open house. It is on
my frig so I can think of you
everyday. Miss you lots and
love you more.

3w Like Reply

20



Write a comment...



Home



News



Marketplace



Events



Notifications



Menu

Fassbender, Melissa

From: Fassbender, Melissa
Sent: Thursday, April 28, 2022 3:46 PM
To: 'Joseph Bonelli'
Subject: RE: Mojo



Hi Joe,

I received the pictures, however, there way to determine when the pictures were taken. Please submit the receipts from the sales that day as soon as possible.

Thank you,

Melissa Fassbender
Council/Licensing Clerk
City of Sheboygan
828 Center Ave Suite 103
Sheboygan, WI 53081
(920) 459-3405
melissa.fassbender@sheboyganwi.gov

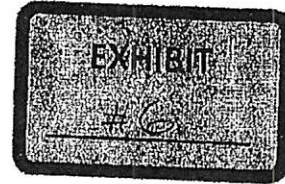


From: Joseph Bonelli <mojobar@me.com>
Sent: Monday, April 25, 2022 12:23 PM
To: Fassbender, Melissa <Melissa.Fassbender@sheboyganwi.gov>
Subject: Mojo

Hi Melissa,
I got your email. I didn't think about the restrictions of your internet.
But here are some pictures of my FB. Showing an ad and some customers enjoying themselves on Friday 4/1. I'll give you a shout a little later to make sure you received this.
Have a great day.
Joe

Fassbender, Melissa

From: Joseph Bonelli <mojobar@me.com>
Sent: Friday, May 6, 2022 11:42 AM
To: Fassbender, Melissa
Subject: 4/1/2022 sales
Attachments: IMG_0624.heic



Hey Melissa,

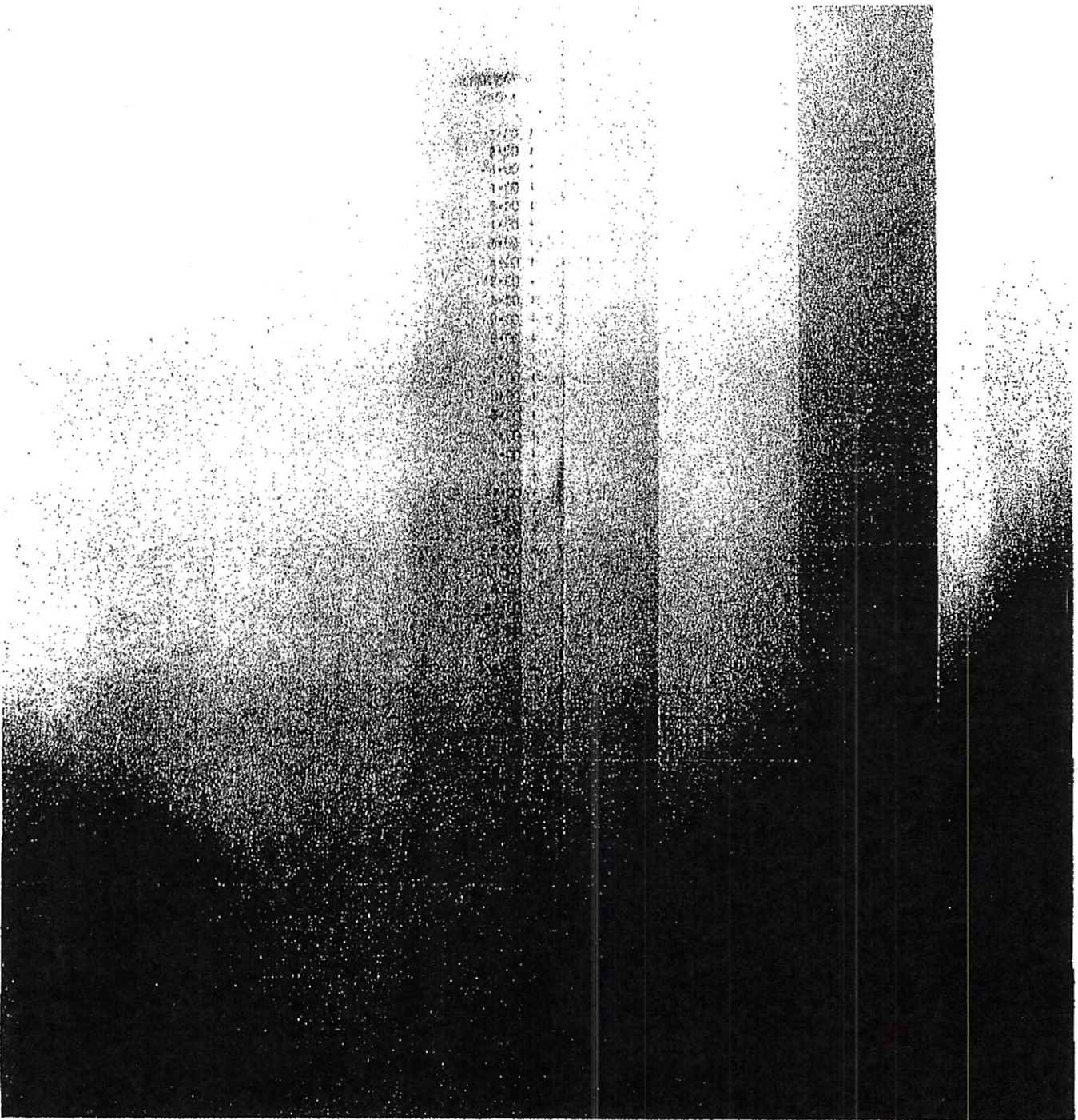
So sorry this didn't send for some reason. These are the sales from 4/1/2022. I sent over the pictures of our Facebook ad and the pictures of our customers on 4/1.

I know this is a pretty generic tally of our sales. But we cleared out our POS and couldn't get it going in a short turnaround and had to use our old school registers.

Hope all is well. Please let me know if you need anything else.

Thanks
Joe

Sent from my iPhone



AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

EXHIBIT D
(9 pages)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Joseph P. Bonelli.
2. I currently reside at the following address: ⁸²⁵~~253~~ Beachfront Drive, Sheboygan, WI 53081.
3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.
4. I am the owner and sole member of the Wisconsin limited liability company One More Time, LLC, which holds the City of Sheboygan Alcohol Beverage License No. 2301 (the "License") relating to the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises").
5. After receipt of an inquiry relating to compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"), I contacted Attorney Charles Adams to inform him that I was attempting to sell the Business, wanted to maintain the License until a buyer obtained the transfer of the licenses for the Business, discuss compliance with the Ordinance, and asked him for his recommendation on how I could prove that I was in compliance with the Ordinance.
6. On March 31, 2022, commencing at 11:45 AM, I had a 20-minute telephone call with Attorney Adams (the "March Advice Call"), and during the March Advice Call Attorney Adams stated that I could either request an extension by the City Common Council or open for business to the public again within six (6) months of the last date of business.
7. During the March Advice Call, Attorney Adams stated that an extension by City Common Council was discretionary, but that opening for business to the public would not be subject to discretionary determination.
8. During the March Advice Call, Attorney Adams recommended that the Business could simply open for business to the public for one day within the six months and used as an example the action by Curt Hinz, another holder of a City liquor license, to reopen for one day.
9. I viewed the information provided by Attorney Adams as legal advice.
10. Attorney Adams did not inform me at any time during the March Advice Call that he was not my lawyer, that he was not giving me legal advice, or that I should consult with a lawyer.
11. I placed numerous additional calls to the office of the City Attorney and to the City Licensing Clerk after the Business was open on April 1, 2022, to verify that nothing further would be required to prove compliance with the Ordinance.

12. Attached hereto is a true and correct redacted call log from my cell phone provider (the "Call Log"), confirming the March Advice Call and the calls I placed to the office of the City Attorney and to the City Licensing Clerk after the Business was open on April 1, 2022, to verify that nothing further would be required to prove compliance with the Ordinance (the "Verification Calls").

13. During the Verification Calls, the Licensing Clerk informed me that I would have to talk to Attorney Adams, Attorney Adams assistant informed me that I would have to talk to Attorney Adams, and after the March Advice Call, Attorney Adams did not take my calls or return my calls.

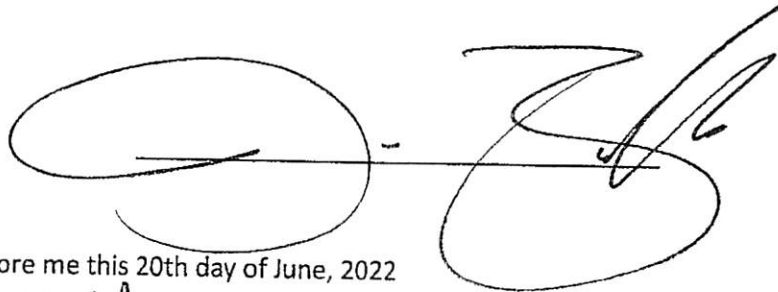
14. Attorney Adams did not respond to the Verification Calls between April 4, 2022 and June 7, 2022, until he sent me an e-mail in reply the day before the Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing") before the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee"), when he stated that he would now be representing the complainant in a complaint against me claiming that the Business was in violation of the Ordinance despite the Business being open for business to the public as he recommended and advised me to do.

15. I objected to the involvement of both Attorneys Adams and Voelkner at the Hearing at the first available opportunity due to their conflicts.

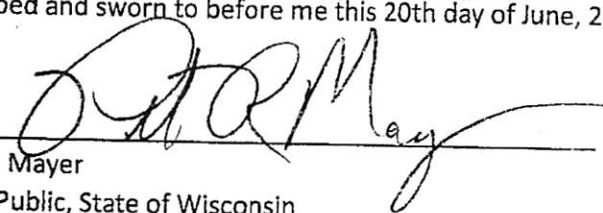
16. In addition to overturning the revocation, I requested and continue to desire that the License be renewed so that I can reopen the Business to operate on a regular basis.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not



Subscribed and sworn to before me this 20th day of June, 2022


Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.



12 - 920-459-3917 *

1 - 920-459-3919 *

4 - 920-459-3405 **

3 - 920-459-3917 *

5/23, 6/7, 6/14

2 - 920-459-3364 ***

5/26, 5/27

* Atty Adams

** City Clerk

*** Meredith DeBruin

Page A 4 of 24
Account Number: 853841680
Bill Date: 04/24/22
Invoice Number: 0504932600

Joseph P. Boyle, Jr. 920-254-0584

Line	Date	Time	Calls To	Number	Feature	Per	Min	Airtime	Toll	Adtl	Amount	Line	Date	Time	Calls To	Number	Feature	Per	Min	Airtime	Toll	Adtl	Amount
1	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	30	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
2	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	31	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
3	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	32	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
4	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	33	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
5	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	34	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
6	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	35	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
7	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	36	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
8	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	37	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
9	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	38	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
10	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	39	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
11	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	40	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
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17	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	46	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
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37	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	66	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
38	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	67	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
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41	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	70	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
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60	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	89	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
61	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	90	04/01/07	02:12:00	MOBILE	920-459-3817			2	0:00			0.00
62	03/24/07	01:14:00	MOBILE	920-459-3817			2	0:00			0.00	91	04/01/07	02:12:00	MOBILE	920-459-3817							

Detail of Volvo Usage: Unlimited Data Plan (Continued)
Joseph P. Bonnell

Line	Date	Time	Calls To	Number	Feature	Per	Min	Airtime	Toll	Addl	Amount	Line	Date	Time	Calls To	Number	Feature	Per	Min	Airtime	Toll	Addl	Amount
98	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	98	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
99	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	99	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
100	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	100	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
101	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	101	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
102	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	102	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
103	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	103	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
104	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	104	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
105	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	105	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
106	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	106	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
107	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	107	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
108	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	108	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
109	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	109	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
110	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	110	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
111	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	111	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
112	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	112	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
113	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	113	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
114	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	114	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
115	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	115	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
116	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	116	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
117	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	117	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
118	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	118	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
119	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	119	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
120	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	120	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
121	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	121	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
122	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	122	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
123	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	123	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
124	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	124	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
125	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	125	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
126	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	126	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
127	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	127	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
128	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	128	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
129	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	129	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
130	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	130	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
131	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	131	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
132	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	132	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
133	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	133	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
134	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	134	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
135	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	135	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
136	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	136	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
137	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	137	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
138	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	138	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
139	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	139	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
140	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	140	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
141	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	141	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
142	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	142	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
143	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	143	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
144	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	144	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
145	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	145	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
146	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	146	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
147	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	147	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
148	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	148	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
149	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	149	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
150	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	150	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
151	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	151	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
152	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	152	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
153	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	153	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
154	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	154	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
155	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	155	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
156	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	156	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
157	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	157	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
158	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	158	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
159	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	159	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
160	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	160	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00
161	04/13	11:20AM	INCOMING	920-980-7656			1	0:00			0.00	161	04/13	11:20AM	INCOMING	920-9							

Detail of Voice Usage Unlimited Data Plan (Continued)
Joseph P. Bonnell

Line	Date	Time	Call To	Number	Feature	Per-iod	Min	Airtime	Toll	Adtl	Amount
39	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
40	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
41	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			2	0.00			0.00
42	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			24	0.00			0.00
43	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			3	0.00			0.00
44	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			15	0.00			0.00
45	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			20	0.00			0.00
46	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			43	0.00			0.00
47	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			2	0.00			0.00
48	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
49	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
50	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
51	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
52	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
53	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
54	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00
55	01/11/20	11:55 AM	SWANSEA, MA	W 920-333-56			1	0.00			0.00

Line	Date	Time	Calls To	Number	Feature	Per-	Mn	Airtime	Toll	Addl	Amount
						lod		Charge	Charge	Charge	
56	04/28	1:37AM	DELT	OH 933-2-9433			5	0.00			0.00
57	04/28	11:11AM	DELT	WI 920-459-3063			27	0.00			0.00
58	04/28	11:40AM	DELT	WI 920-459-3063			1	0.00			0.00
59	04/28	12:05PM	DELT	WI 920-459-3063			6	0.00			0.00
60	04/28	12:15PM	DELT	WI 920-459-3063			1	0.00			0.00
61	04/28	12:17PM	DELT	WI 920-459-3063			2	0.00			0.00
62	04/28	1:02PM	DELT	WI 920-459-3063			1	0.00			0.00
63	04/28	1:06PM	DELT	WI 920-459-3063			3	0.00			0.00
64	04/28	1:11PM	DELT	WI 920-459-3063			2	0.00			0.00
65	04/28	1:13PM	DELT	WI 920-459-3063			1	0.00			0.00
66	04/28	1:25PM	DELT	WI 920-459-3063			1	0.00			0.00
67	04/28	1:32PM	DELT	WI 920-459-3063			3	0.00			0.00
68	04/28	1:34PM	DELT	WI 920-459-3063			7	0.00			0.00
69	04/28	1:34PM	DELT	WI 920-459-3063			1	0.00			0.00
70	04/28	1:22PM	DELT	WI 920-459-3063			17	0.00			0.00
71	04/28	1:22PM	DELT	WI 920-459-3063			4	0.00			0.00
72	04/28	1:23PM	DELT	WI 920-459-3063			1	0.00			0.00
73	04/28	1:11PM	DELT	WI 920-459-3063			43	0.00			0.00
74	04/28	1:13PM	DELT	WI 920-459-3063			1	0.00			0.00
75	04/28	1:13PM	DELT	WI 920-459-3063			2	0.00			0.00
76	04/28	1:22PM	DELT	WI 920-459-3063			1	0.00			0.00
77	04/28	1:22PM	DELT	WI 920-459-3063			1	0.00			0.00
78	04/28	1:22PM	DELT	WI 920-459-3063			2	0.00			0.00
79	04/28	1:22PM	DELT	WI 920-459-3063			1	0.00			0.00
80	04/28	1:22PM	DELT	WI 920-459-3063			2	0.00			0.00
81	04/28	1:22PM	DELT	WI 920-459-3063			4	0.00			0.00
82	04/28	1:22PM	DELT	WI 920-459-3063			2	0.00			0.00
83	04/28	1:22PM	DELT	WI 920-459-3063			1	0.00			0.00
84	04/28	1:22PM	DELT	WI 920-459-3063			16	0.00			0.00
85	05/02	11:40AM	SHEROYAN	WI 920-459-3063			8	0.00			0.00
86	05/02	11:54AM	SHEROYAN	WI 920-459-3063			2	0.00			0.00
87	05/02	11:54AM	SHEROYAN	WI 920-459-3063			2	0.00			0.00
88	05/02	11:54AM	SHEROYAN	WI 920-459-3063			2	0.00			0.00
89	05/02	11:54AM	SHEROYAN	WI 920-459-3063			110	0.00			0.00
90	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
91	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
92	05/02	11:54AM	SHEROYAN	WI 920-459-3063			17	0.00			0.00
93	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
94	05/02	11:54AM	SHEROYAN	WI 920-459-3063			36	0.00			0.00
95	05/02	11:54AM	SHEROYAN	WI 920-459-3063			2	0.00			0.00
96	05/02	11:54AM	SHEROYAN	WI 920-459-3063			2	0.00			0.00
97	05/02	11:54AM	SHEROYAN	WI 920-459-3063			2	0.00			0.00
98	05/02	11:54AM	SHEROYAN	WI 920-459-3063			2	0.00			0.00
99	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
100	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
101	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
102	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
103	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
104	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
105	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
106	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
107	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
108	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
109	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00
110	05/02	11:54AM	SHEROYAN	WI 920-459-3063			1	0.00			0.00

Page A 4 of 22
Account Number: 853841660
Bill Date: 05/24/22
Invoice Number: 0510731006

Detail of Voice Usage, Unlimited Data Plan
Joseph P Bonelli (Continued)

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Line	Date	Time	Calls To	Number	Feature	Per- id	Min	Arts Charge	Toll Charge	Add'l Charge	Amount
52	04/28	01:14:11	DAVONN	01 027 672 6443			5	0.00			0.00
53	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
54	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
55	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
56	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
57	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
58	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
59	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
60	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
61	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
62	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
63	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
64	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
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100	04/28 01:14:11	DAVONN		01 027 672 6443			5	0.00			0.00
101	05/04 10:16AM	SHERIDAN	#1 920 469 3917				1	0.00			0.00
102	05/04 11:11AM	SHERIDAN	#1 920 469 3917				1	0.00			0.00
103	05/04 05:00PM	SHERIDAN					10	0.00			0.00
104	05/04 05:00PM	SHERIDAN					10	0.00			0.00
105	05/04 05:00PM	SHERIDAN					10	0.00			0.00
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117	05/04 05:00PM	SHERIDAN					10	0.00			0.00
118	05/04 05:00PM	SHERIDAN					10	0.00			0.00
119	05/04 05:00PM	SHERIDAN					10	0.00			0.00
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121	05/04 05:00PM	SHERIDAN					10	0.00			0.00
122	05/04 05:00PM	SHERIDAN					10	0.00			0.00
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127	05/04 05:00PM	SHERIDAN					10	0.00			0.00
128	05/04 05:00PM	SHERIDAN					10	0.00			0.00
129	05/04 05:00PM	SHERIDAN					10	0.00			0.00
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135	05/04 05:00PM	SHERIDAN					10	0.00			0.00
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139	05/04 05:00PM	SHERIDAN					10	0.00			0.00
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174	05/04 05:00PM	SHERIDAN					10	0.00			0.00
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183	05/04 05:00PM	SHERIDAN					10	0.00			0.00
184	05/04 05:00PM	SHERIDAN					10	0.00			

Page A 6 of 22
Account Number: 853841660
Bill Date: 05/24/22
Invoice Number: 0510731006

Detail of Voice Usage Unlimited Data Plan (Continued)											
Joseph P. Bonnell											
Line	Date	Time	Calls To	Number	Feature	Per-	Min	Airtime	Toll	Addl	Amount
				Called		ind		Charge	Charge	Charge	
166	05/23	02:58PM	ATTN: AIA, WI	920-459-3917			1	0.00			0.00
167	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
168	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
169	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
170	05/23	02:58PM	MOBILE	844-903-2968			5	0.00			0.00
171	05/23	02:58PM	MOBILE	844-903-2968			3	0.00			0.00
172	05/23	02:58PM	MOBILE	844-903-2968			21	0.00			0.00
173	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
174	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
175	05/23	02:58PM	MOBILE	844-903-2968			8	0.00			0.00
176	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
177	05/23	02:58PM	MOBILE	844-903-2968			12	0.00			0.00
178	05/23	02:58PM	MOBILE	844-903-2968			12	0.00			0.00
179	05/23	02:58PM	MOBILE	844-903-2968			43	0.00			0.00
180	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
181	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
182	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
183	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
184	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
185	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
186	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
187	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
188	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
189	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
190	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
191	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
192	05/23	02:58PM	MOBILE	844-903-2968			10	0.00			0.00
193	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
194	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
195	05/23	02:58PM	MOBILE	844-903-2968			5	0.00			0.00
196	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
197	05/23	02:58PM	MOBILE	844-903-2968			6	0.00			0.00
198	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
199	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
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201	05/23	02:58PM	MOBILE	844-903-2968			5	0.00			0.00
202	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
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204	05/23	02:58PM	MOBILE	844-903-2968			3	0.00			0.00
205	05/23	02:58PM	MOBILE	844-903-2968			23	0.00			0.00
206	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
207	05/23	02:58PM	MOBILE	844-903-2968			7	0.00			0.00
208	05/23	02:58PM	MOBILE	844-903-2968			15	0.00			0.00
209	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
210	05/23	02:58PM	MOBILE	844-903-2968			1	0.00			0.00
211	05/23	02:58PM	MOBILE	844-903-2968			2	0.00			0.00
212	05/23	02:58PM	MOBILE	844-903-2968			13	0.00			0.00

AFFIDAVIT OF LAURA K. SCHULTZ RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

EXHIBIT E
(22 pages)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Laura K. Schultz.

2. I reside at the following address: 7415 Scheffler Rd. Newton, WI 53006

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. I am a licensed bartender holding a current, valid server's license in the City of Sheboygan.

6. On the Business Date, the Tavern was open for business to the public and drinks with alcohol were prepared, served and sold to members of the public.

7. Payment for the drinks was received by the Tavern.

8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Laura K. Schultz

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer
Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.



Exhibit to
Affidavit Relating to Operation of Tavern

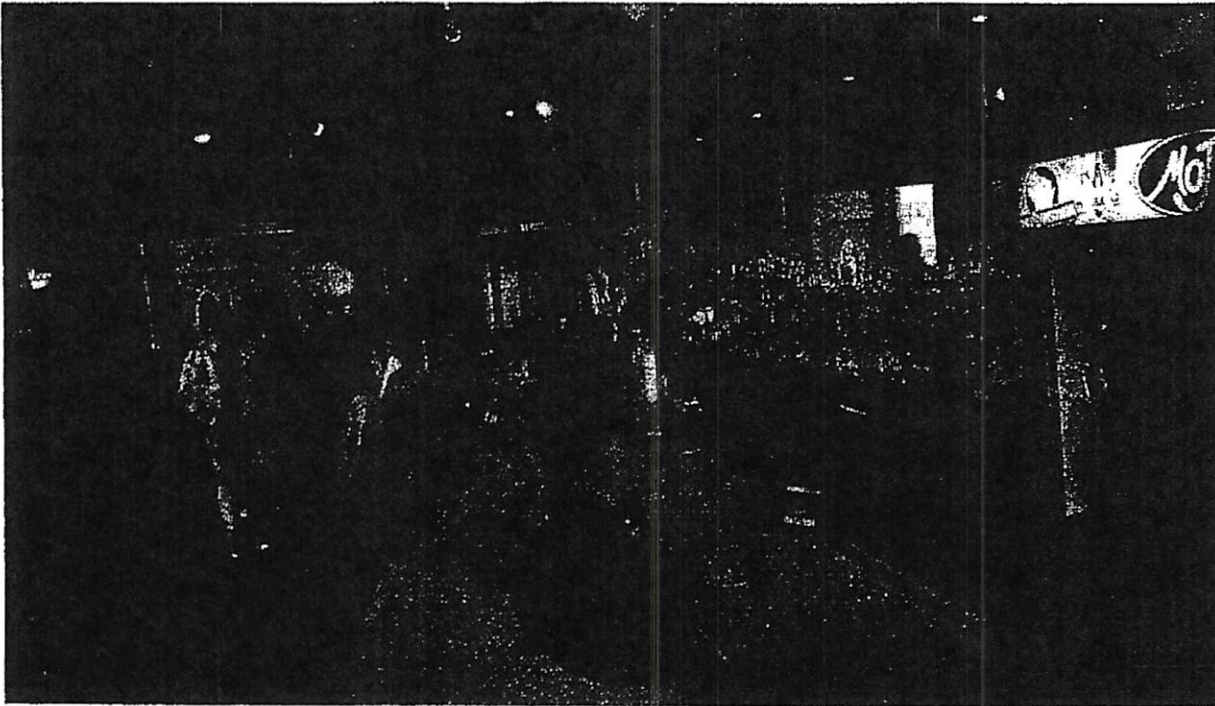


Exhibit to
Affidavit Relating to Operation of Tavern

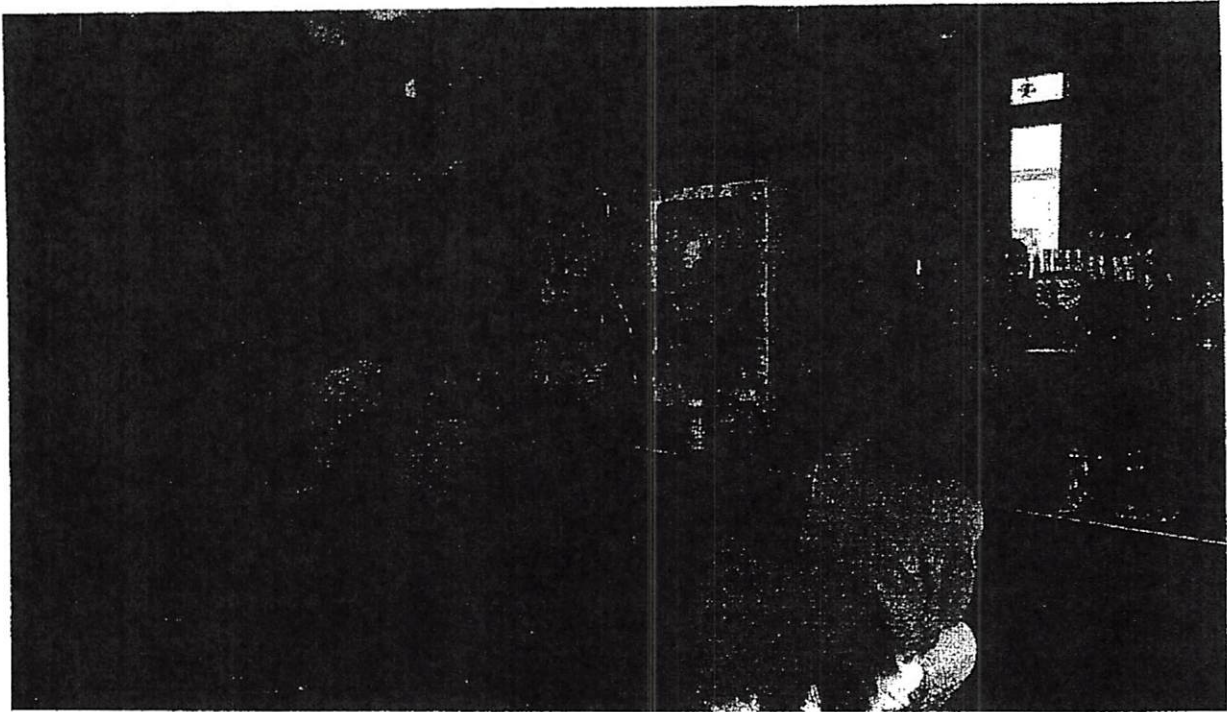


Exhibit to
Affidavit Relating to Operation of Tavern

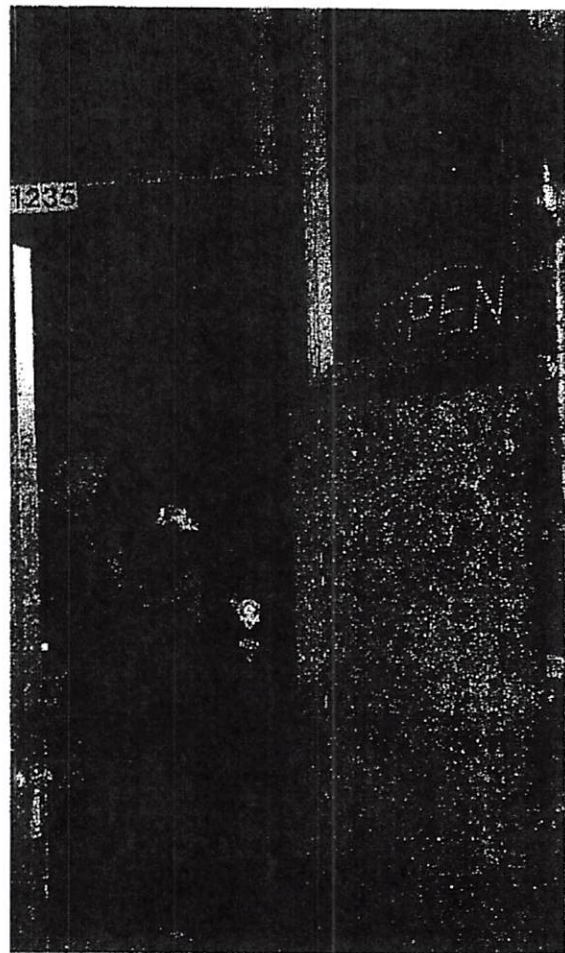
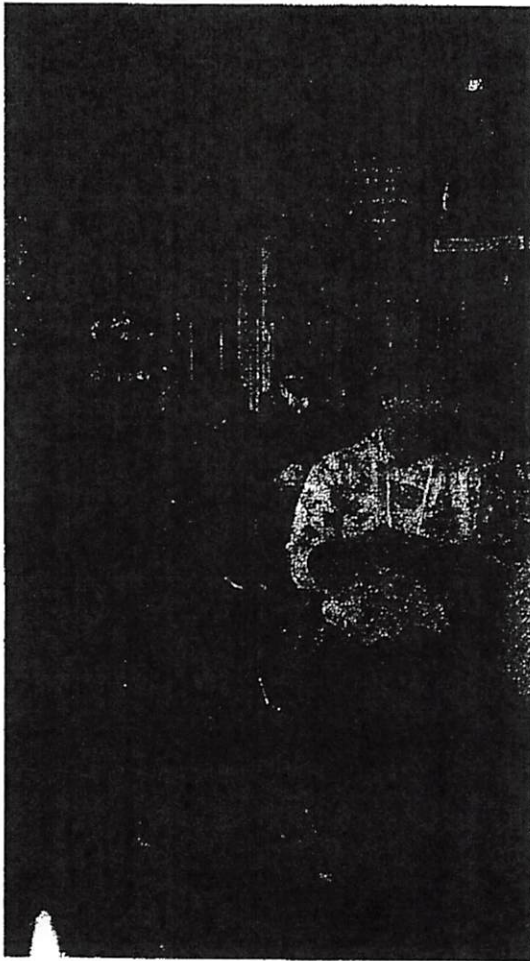
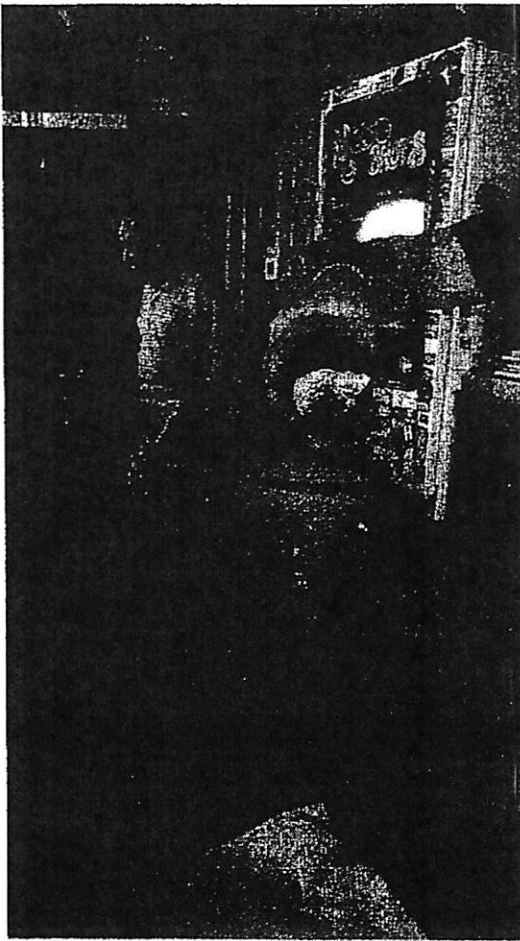


Exhibit to
Affidavit Relating to Operation of Tavern



AFFIDAVIT OF SCOTT JELINEK ZITTEL RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Scott Jelinek Zittel.
2. I reside at the following address: 4600 Nicole Lane, Sheboygan, WI 53083.
3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.
4. On the 1st day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").
5. I assisted Laura K. Schultz, the licensed bartender, in preparing, serving and selling drinks to members of the public, and I reviewed the license of Laura K. Schultz prior to the time that the Tavern was open for business, to confirm that the license was a valid and current City of Sheboygan license.
6. I received payment for the drinks purchased and provided the funds at the end of the night to the Tavern operator.
7. The Tavern was open to the public on the Business Date.
8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Subscribed and sworn to before me this 20th day of June, 2022

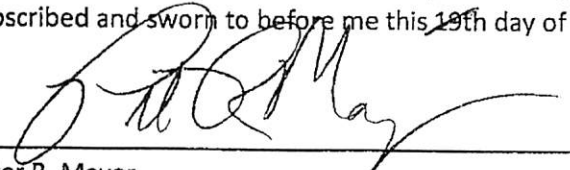

Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.



Exhibit to
Affidavit Relating to Operation of Tavern

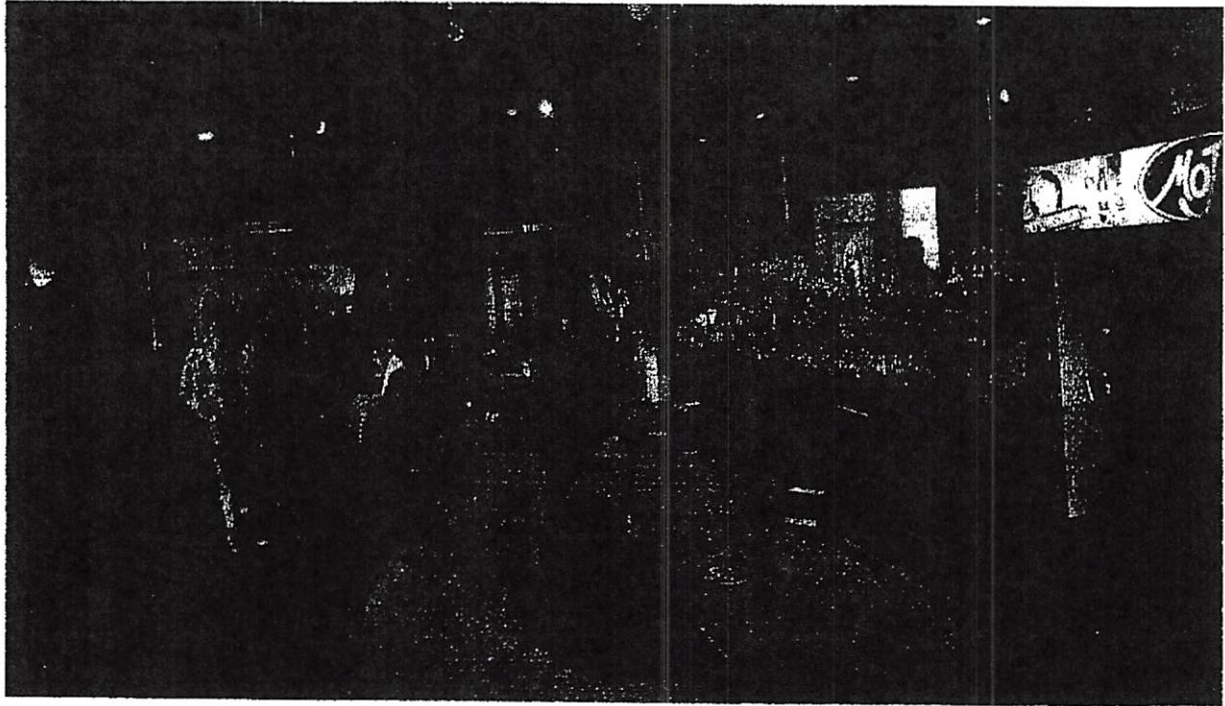


Exhibit to
Affidavit Relating to Operation of Tavern

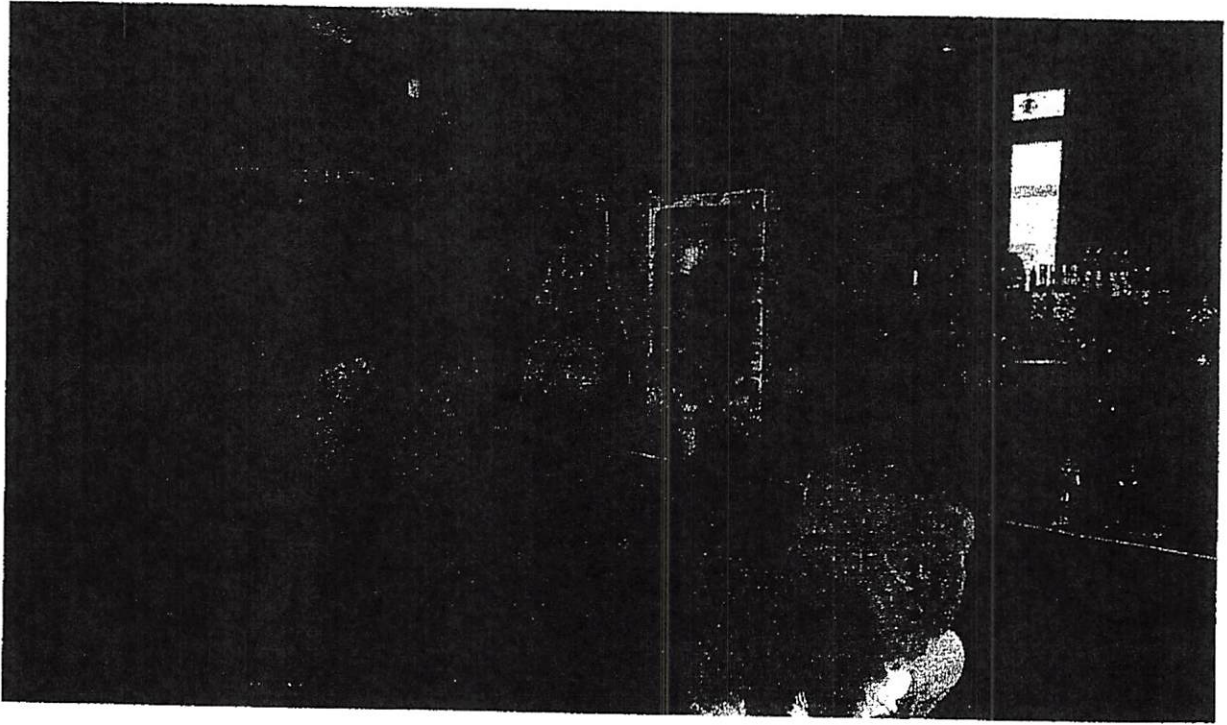


Exhibit to
Affidavit Relating to Operation of Tavern

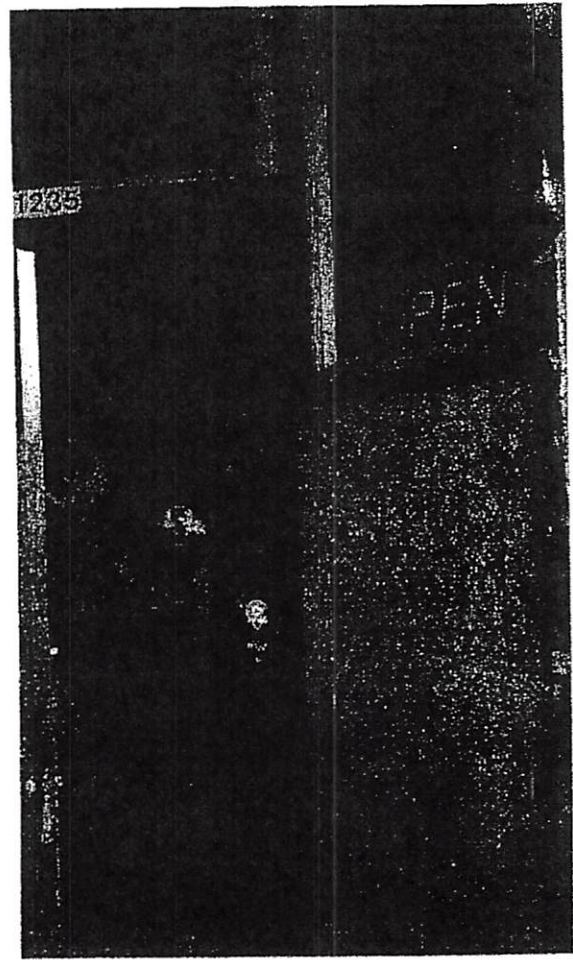
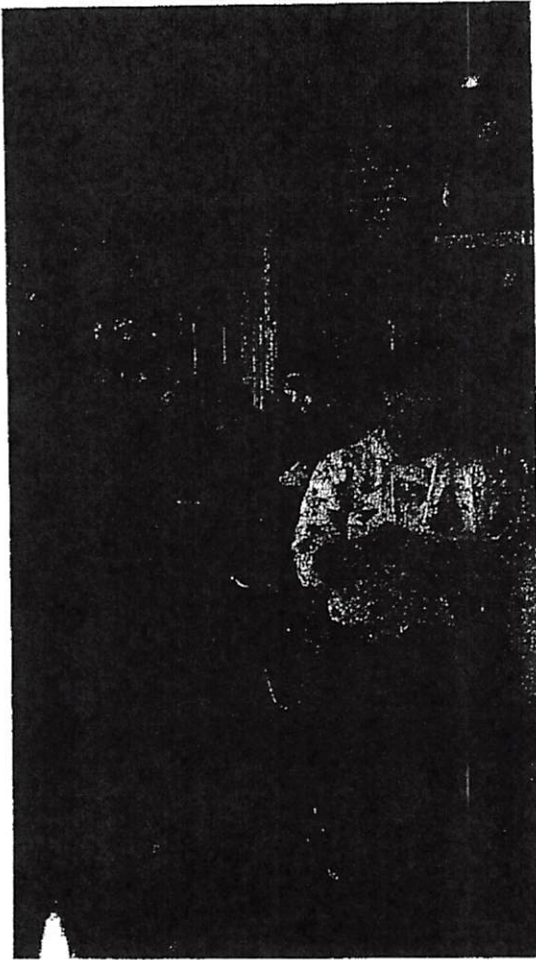
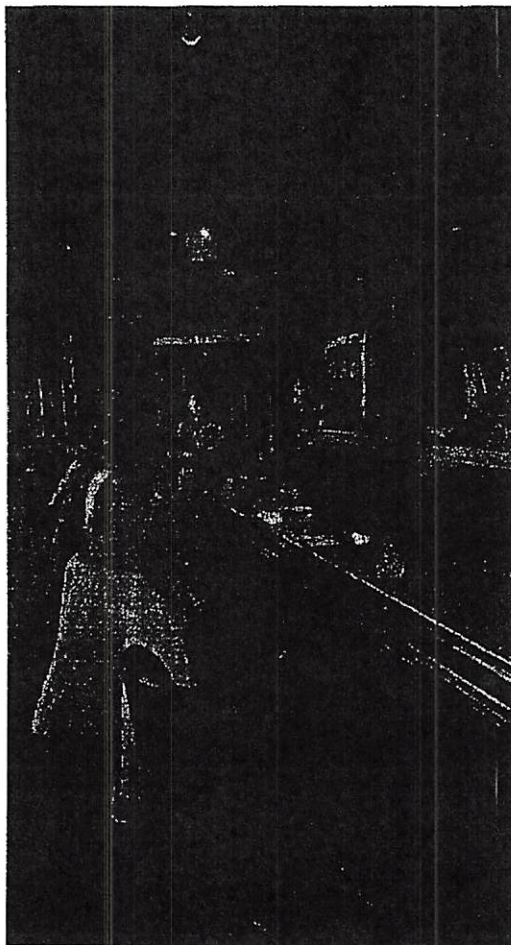
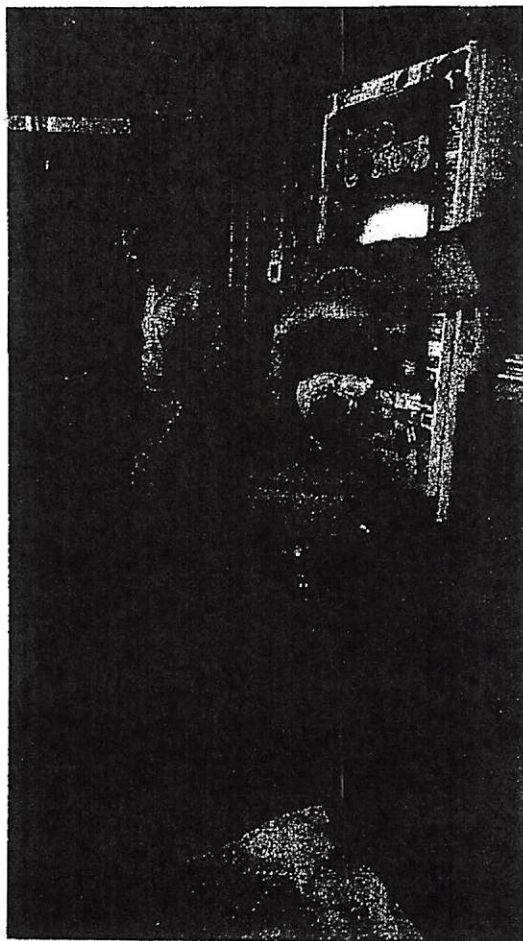


Exhibit to
Affidavit Relating to Operation of Tavern



AFFIDAVIT RELATING TO OPERATION OF TAVERN

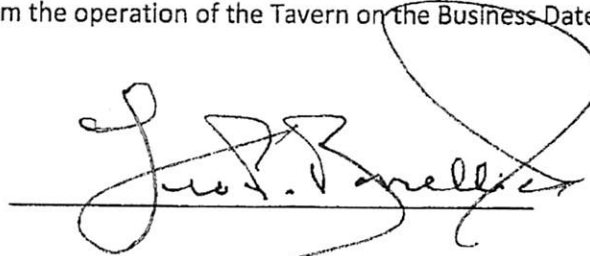
STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

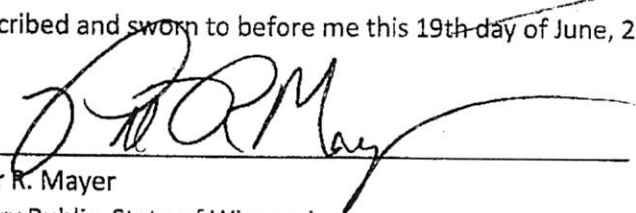
1. My name is Leo P. Bonelli Jr
2. I reside at the following address: 2417 W. Koning Dr.
3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.
4. On the 1st day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").
5. I assisted Laura K. Schultz, the licensed bartender, in preparing, serving and selling drinks to members of the public.
6. I received payment for the drinks purchased and provided the funds at the end of the night to the Tavern operator.
7. The Tavern was open to the public on the Business Date.
8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not



Subscribed and sworn to before me this 19th day of June, 2022



Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.

Exhibit to
Affidavit Relating to Operation of Tavern

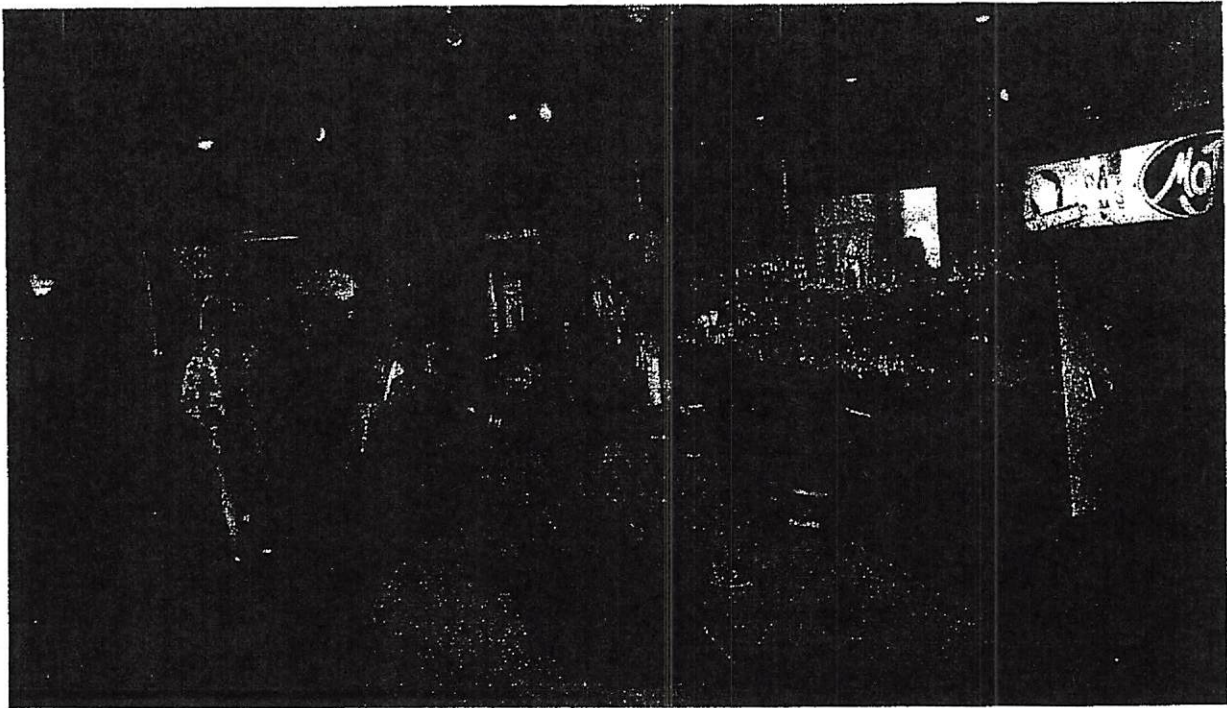


Exhibit to
Affidavit Relating to Operation of Tavern

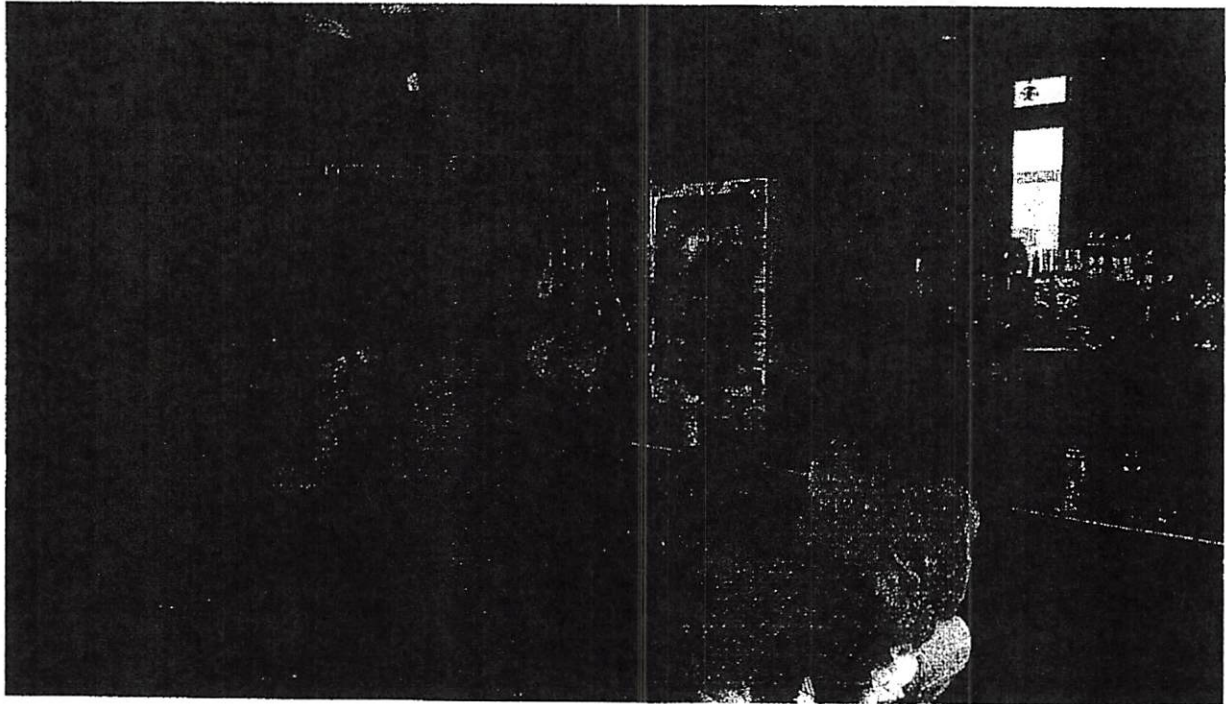


Exhibit to
Affidavit Relating to Operation of Tavern

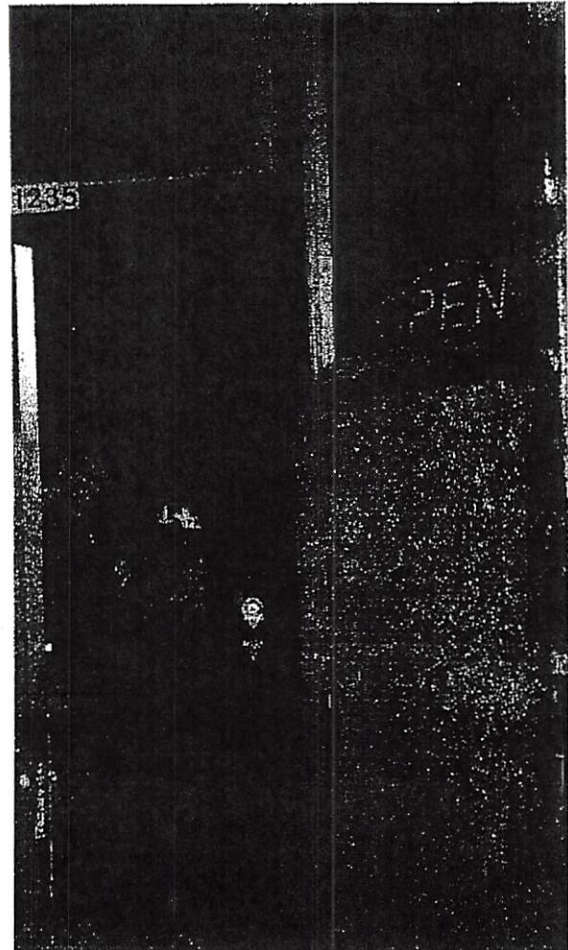
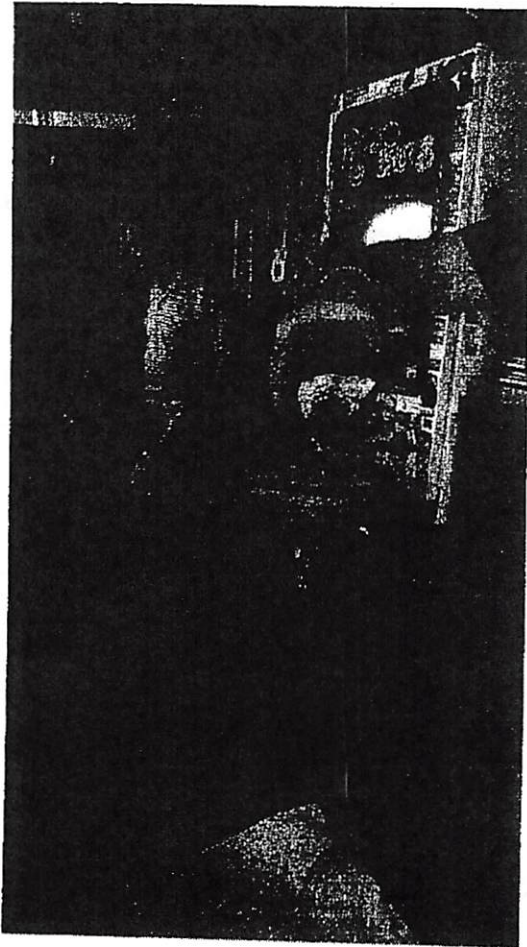


Exhibit to
Affidavit Relating to Operation of Tavern



AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Charlie Vanbiakle

2. I reside at the following address:

2409 Mayflower Ave Sheboygan WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

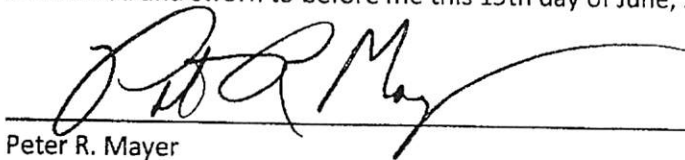
6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not



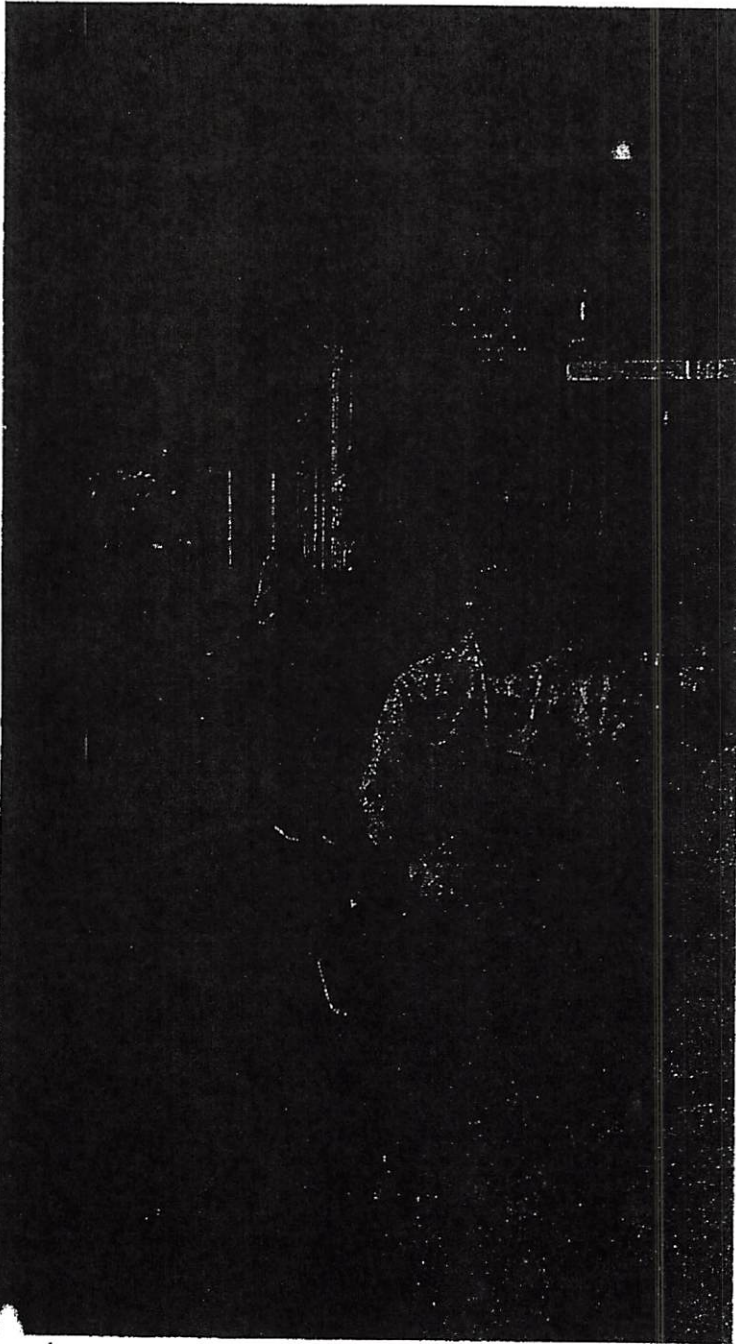
Subscribed and sworn to before me this 19th day of June, 2022



Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.



Exhibit to
Affidavit Relating to Operation of Tavern



Charlie VanGintke

AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Nicole VanGinkel

2. I reside at the following address:

2401 Mayflower Ave, Sheboygan, WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

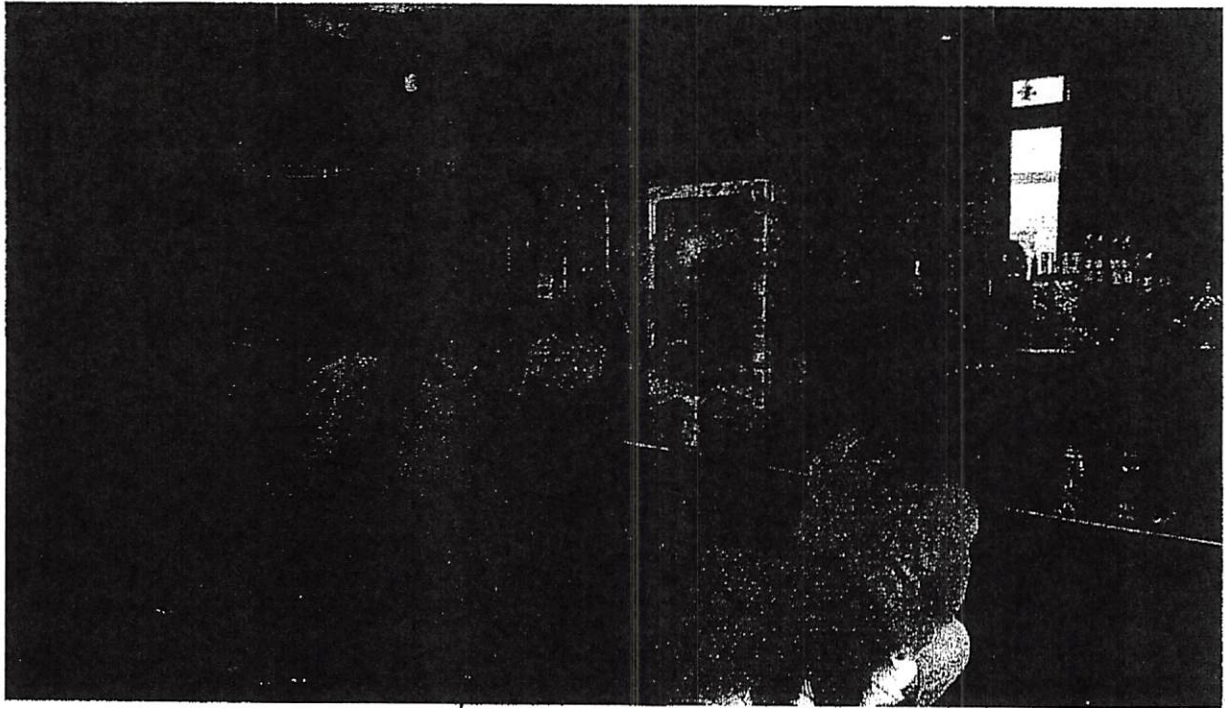
Nicole VanGinkel

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer
Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.



Exhibit to
Affidavit Relating to Operation of Tavern



Nicole Van Ginkel (Nicole Van Ginkel)

AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Katherine Jelinek-Zittel

2. I reside at the following address:

4600 Nicole Ln Sheboygan, WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1st day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Katherine Jelinek-Zittel

Subscribed and sworn to before me this ^{20th} 19th day of June, 2022

Peter R. Mayer
Peter R. Mayer
Notary Public, State of Wisconsin
My commission is permanent.



Exhibit to
Affidavit Relating to Operation of Tavern

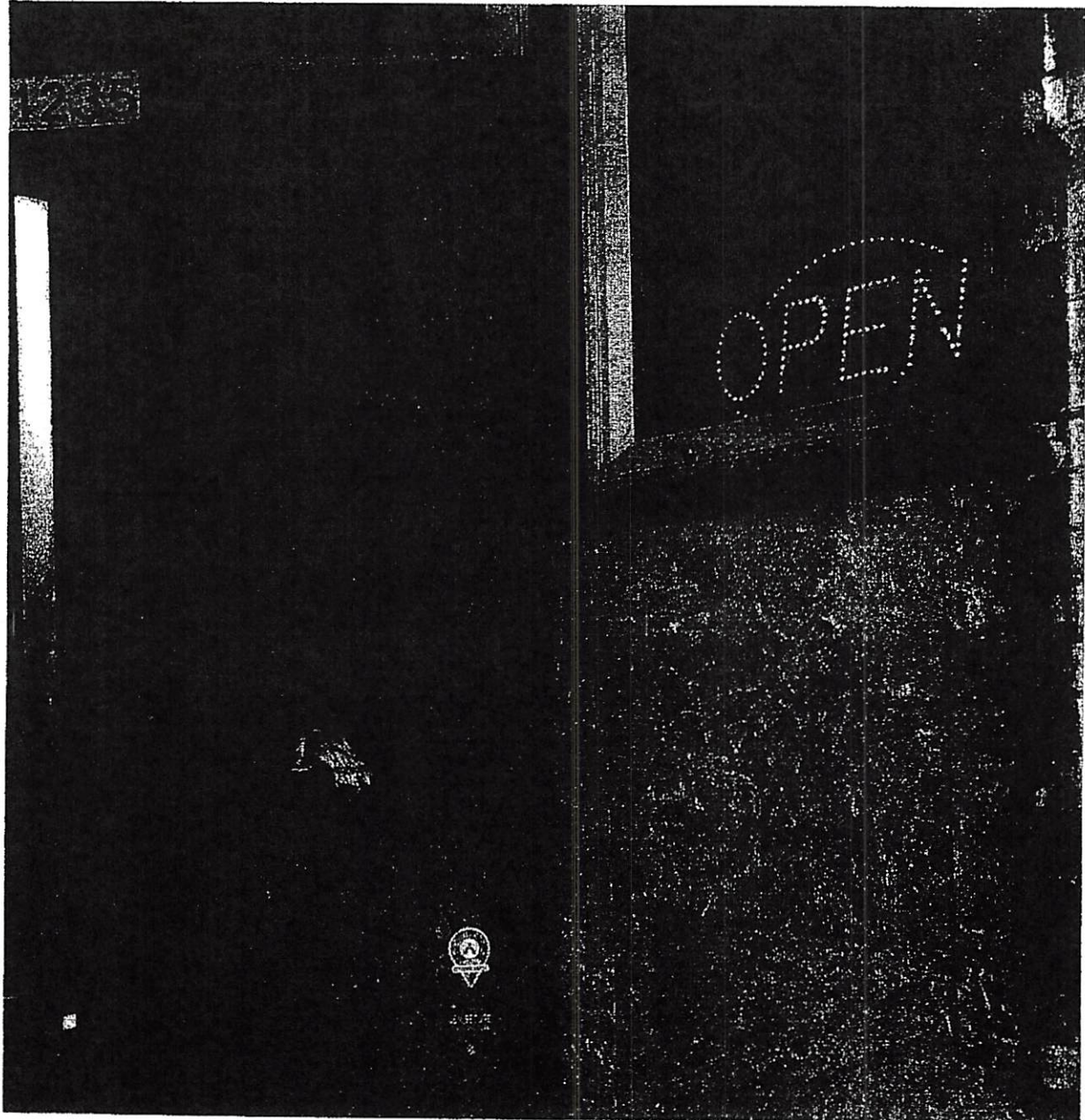
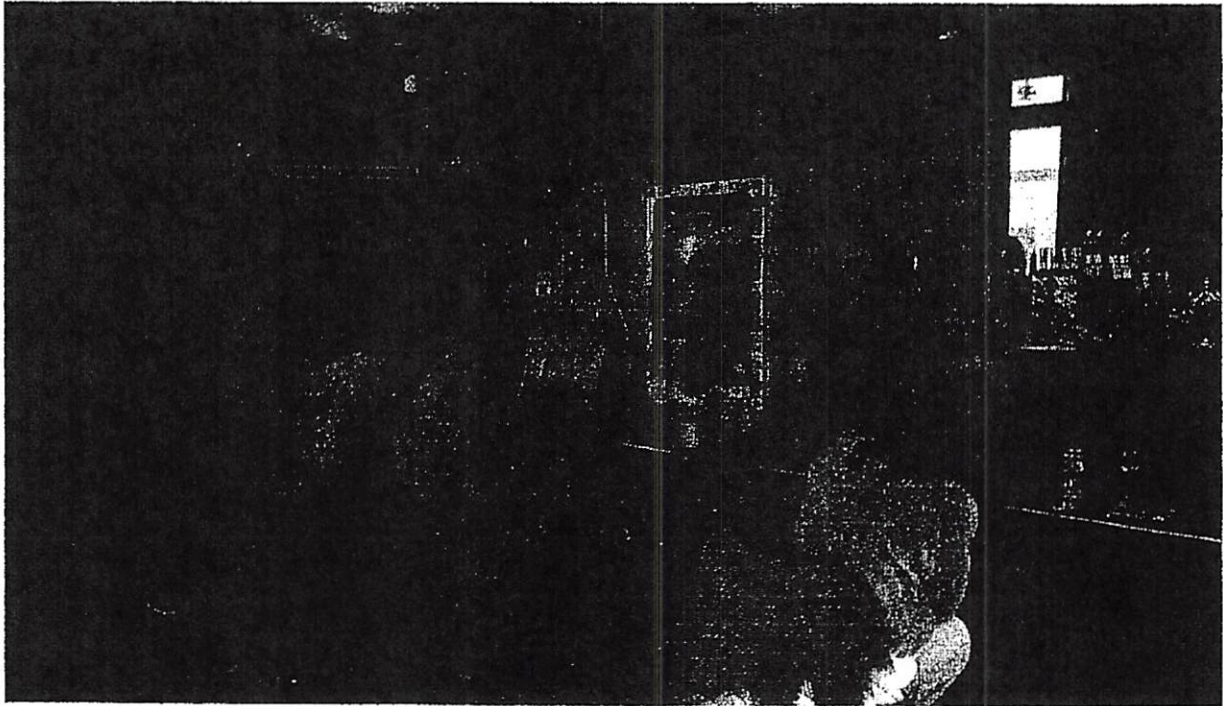


Exhibit to
Affidavit Relating to Operation of Tavern



From: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Sent: Tuesday, June 7, 2022 2:22 PM
To: Munnik, Jennifer <Jennifer.Munnik@dentaquest.com>
Cc: 'Josephvoelkner@olsenkloetlaw.com' <josephvoelkner@olsenkloetlaw.com>
Subject: RE: Joe Bonelli - Mojo Hearing 6/8/2022

EXHIBIT F

This message was sent securely using Zix

INFORMATION SECURITY NOTICE - THIS EMAIL IS FROM AN EXTERNAL EMAIL SENDER

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Good afternoon, Mr. Bonelli—

At tomorrow's hearing the process will be as follows:

I will present evidence in support of the staff recommendation that the license be non-renewed under the continuation of business ordinance. You will have the opportunity to ask questions of those witnesses on cross-examination. The entire matter will be based on the complaint we served on you.

Once I have presented my case, you will present your evidence opposing the staff recommendation. Be prepared to present any relevant evidence of whether or not you are in violation of the ordinance.

In addition, there is also often the opportunity for a brief opening statement before the evidence is presented, and brief closing statement afterward before the committee deliberates.

I will be representing the Clerk's Office and not the LHPS committee on this matter, since by assisting and advising the Clerk and the SPD, I would have a potential conflict were I also to advise the committee on this matter. As such, Attorney Joe Voelkner will be representing the council during the portion of the meeting related to your hearing. I have copied him on this email so that he is aware of our communication.

While this is a fairly formal hearing, and you should be prepared to present your evidence, I do also expect it to be simple and quick, as the only allegation is that you do not meet the requirements of the ordinance. The committee will either decline to renew the license (in which case you would still be eligible to make a presentation at a future meeting along with any other potential applicants to obtain any available license, including this one), or will renew the license. If they renew, the six months would be considered to have restarted on whatever date they determine you were in business.

Your matter is fairly early in the meeting, so please be there by 4:15, when the meeting is to start. Be advised I may be appearing remotely as I have been out with COVID. I am hoping to return tomorrow, as I have recovered, but I need a negative test to do so. If you need to appear remotely, we will need to know ASAP so we can get you that link.

Thanks,

Chuck Adams

City Attorney

From: Munnik, Jennifer <Jennifer.Munnik@dentaquest.com>

Sent: Tuesday, June 7, 2022 1:56 PM

To: Adams, Charles <Charles.Adams@sheboyganwi.gov>

Cc: mojobar@sbcglobal.net

Subject: Joe Bonelli - Mojo Hearing 6/8/2022

Hi Chuck,

Reaching out in advance of tomorrows hearing to request the following:

- Information that I would need to present tomorrow to continue our license
- Still unclear why we didn't pass last meeting as the letter I received did not include any detail
- I would like to be prepared to address pertinent details tomorrow and am yet unclear as to what might be needed

I have reached out to your office numerous times and have also left multiple voicemails and I've yet to receive direction. If you could please respond to this email or call me directly, I would greatly appreciate it.

Thanks in advance,

Joe Bonelli

920-254-0564

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EXHIBIT H

Peter Mayer

From: Peter Mayer <peter@wisclawyer.com>
Sent: Thursday, June 16, 2022 3:30 PM
To: 'Kathryn.Hoffman@sheboyganwi.gov'; 'DeBruin, Meredith'
Cc: 'Joseph Bonelli'; Joe Voelkner (josephvoelkner@olsenkloetlaw.com); 'Adams, Charles'; 'ryan.sorenson@sheboyganwi.gov'; 'todd.wolf@sheboyganwi.gov'
Subject: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli
Importance: High

Dear Madam Clerk and Ms. Hoffman,

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

First, the letter from your office directing Bonelli to appear on August 20, 2022, for purposes of his appeal was read by him exactly as you stated. Specifically, that the review of the Hearing and the License would take place on August 20, 2022. Therefore, we strenuously object at this late date to a change in the time of the appeal by the City Common Council. We find this conduct reprehensible by your office. Furthermore, it is impossible at this late date to provide the materials to the Common Council for proper review.

Second, we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats., and a delivery of that transcript within a prudently reasonable number of days prior to the City Common Council appeal meeting to allow for proper review and preparation in advance of the appeal. It is meaningless for the Committee to deliver a copy of the transcript after the appeal is heard by the Common Council.

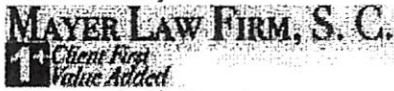
Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This communication is being sent via e-mail due to the urgency of the matter and will be hand-delivered in letter format tomorrow as well.

Sincerely,
Peter R. Mayer
State Bar No. 1009680

Peter R. Mayer



502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: Joseph Bonelli <mojobar@me.com>
Sent: Thursday, June 16, 2022 2:03 PM
To: Peter Mayer <peter@wisclawyer.com>
Subject: Fwd: Correct date of Common Council meeting

Sent from my iPhone

Begin forwarded message:

From: "Hoffman, Kathryn" <Kathryn.Hoffman@sheboyganwi.gov>
Date: June 15, 2022 at 10:54:37 AM CDT
To: mojobar@me.com
Cc: Joseph Voelkner <josephvoelkner@olsenkloetlaw.com>
Subject: Correct date of Common Council meeting

Mr. Bonelli,

I just noticed that there was a typo in the letter our office sent to you dated June 10th. The next regularly scheduled council meeting is on Monday, June 20, 2022 at 6:00 p.m., NOT August 20th as indicated in the letter. I apologize for any confusion this may have caused.

Kathy

Kathy Hoffman
State Bar of Wisconsin Certified Paralegal
City Attorney's Office
828 Center Ave., Suite 210
Sheboygan, WI 53081
Ph. 920-459-6453 / Fax 920-459-3919
e-mail: kathryn.hoffman@sheboyganwi.gov

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MAYER LAW FIRM, S. C.
1+ Client First
Value Added

502 North 6th Street
Sheboygan, WI 53081-4611

EXHIBIT I

(920) 980-8241

e-mail: peter@wisclawyer.com

Firm web site: wisclawyer.com

June 17, 2022

(6 pages)

VIA HAND-DELIVERY

City of Sheboygan
c/o Meredith DeBruin,
City of Sheboygan City Clerk
828 Center Avenue
Sheboygan, WI 53081

City Attorneys Office
City Hall
828 Center Avenue
Sheboygan, WI 53081
Attn. Kathryn Hoffman

Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Madam Clerk and Ms. Hoffman:

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

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Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This letter is being hand-delivered to follow on an e-mail sent the day prior due to the urgency of the matter. Please advise me at your earliest convenience of your intentions with respect to this matter.

Sincerely yours,

Peter R. Mayer

PRM/s

pc. Mayor Ryan Sorenson
City Licensing Clerk
City Administrator Todd Wolf
City Attorney Charles Adams
Joseph Voelkner, Esq.
Joseph P. Bonelli

Peter Mayer

From: Peter Mayer <peter@wisclawyer.com>
Sent: Monday, June 20, 2022 1:00 PM
To: 'DeBruin, Meredith'
Subject: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Meredith,

I will be bringing the packet to you within the hour. My letter constitutes objection to the report of the Committee and request for reversal of the Committee decision and renewal of the license, but not the detailed arguments for that objection and request. My letter also constitutes objection to other components of this review.

I would like to talk to you about this. Mr. Bonelli received written direction from the City Attorney's office that the City Common Council review would occur in August. That was corrected, but not until late last week. We also requested a transcript of the hearing, which has not yet been provided to us. We were also not informed under Section 125.12(2)(b)3., Wis. Stats., whether our arguments "shall be presented orally, in writing, or both." It is our request that the City abide by the statutory procedures and adjourn this matter until it can do so properly. Failing that, I would like to appear and be heard and be allowed to present oral arguments on this matter this evening. (Mr. Bonelli was also planning to be present, but since he is sick, I have instructed him that he may NOT attend in order to prevent any spread of disease.)

If the City Common Council proceeds this evening and does not reverse the Committee decision and renew the license, we do intend to appeal to Sheboygan County Circuit Court under Section 125.12(2)(d), Wis. Stats. The misdirection by the City Attorney's office on date of the City Council review, the failure to provide a transcript, and the absence of direction of how to present arguments should alone be sufficient to overturn the decision. Therefore, it seems prudent in the efficient administration of justice to at least adjourn this and avoid those procedural defects.

Sincerely,
Peter Mayer

Peter R. Mayer

MAYER LAW FIRM, S. C.
*Client First
Value Added*

502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Sent: Monday, June 20, 2022 11:36 AM
To: 'peter@wisclawyer.com' <peter@wisclawyer.com>
Subject: RE: SPAM RE: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Good morning,

We have not yet received the hand-delivered letter, but I would like to clarify if this is your "written arguments in response presented by the licensee"? This is the language that is included in the Report of Committee that is on the agenda for this evening.

Thank you,
Meredith

From: Peter Mayer <peter@wisclawyer.com>

Sent: Friday, June 17, 2022 4:21 PM

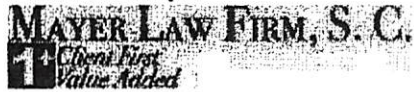
To: Hoffman, Kathryn <Kathryn.Hoffman@sheboyganwi.gov>; DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>

Cc: 'Joseph Bonelli' <mojobar@me.com>; Joe Voelkner <josephvoelkner@olsenkloetlaw.com>; Adams, Charles <Charles.Adams@sheboyganwi.gov>; Sorenson, Ryan <Ryan.Sorenson@sheboyganwi.gov>; Wolf, Todd <Todd.Wolf@sheboyganwi.gov>

Subject: SPAM RE: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Please see the attached letter which will be hand-delivered this afternoon.

Peter R. Mayer



502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: Peter Mayer <peter@wisclawyer.com>

Sent: Thursday, June 16, 2022 3:30 PM

To: 'Kathryn.Hoffman@sheboyganwi.gov' <Kathryn.Hoffman@sheboyganwi.gov>; 'DeBruin, Meredith' <Meredith.DeBruin@sheboyganwi.gov>

Cc: 'Joseph Bonelli' <mojobar@me.com>; Joe Voelkner <josephvoelkner@olsenkloetlaw.com>; 'Adams, Charles' <Charles.Adams@sheboyganwi.gov>; 'ryan.sorenson@sheboyganwi.gov' <ryan.sorenson@sheboyganwi.gov>; 'todd.wolf@sheboyganwi.gov' <todd.wolf@sheboyganwi.gov>

Subject: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Importance: High

Dear Madam Clerk and Ms. Hoffman,

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

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Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This communication is being sent via e-mail due to the urgency of the matter and will be hand-delivered in letter format tomorrow as well.

Sincerely,
Peter R. Mayer
State Bar No. 1009680

Peter R. Mayer
MAYER LAW FIRM, S.C.
1-800-555-1234
Value Added
502 North 6th Street
Sheboygan, WI 53081-4611
(920) 980-8241
peter@wisclawyer.com

From: Joseph Bonelli <mojobar@me.com>
Sent: Thursday, June 16, 2022 2:03 PM
To: Peter Mayer <peter@wisclawyer.com>
Subject: Fwd: Correct date of Common Council meeting

Sent from my iPhone

Begin forwarded message:

From: "Hoffman, Kathryn" <Kathryn.Hoffman@sheboyganwi.gov>

Date: June 15, 2022 at 10:54:37 AM CDT

To: mojobar@me.com

Cc: Joseph Voelkner <josephvoelkner@olsenkloetlaw.com>

Subject: Correct date of Common Council meeting

Mr. Bonelli,

I just noticed that there was a typo in the letter our office sent to you dated June 10th. The next regularly scheduled council meeting is on Monday, June 20, 2022 at 6:00 p.m., NOT August 20th as indicated in the letter. I apologize for any confusion this may have caused.

Kathy

Kathy Hoffman

State Bar of Wisconsin Certified Paralegal

City Attorney's Office

828 Center Ave., Suite 210

Sheboygan, WI 53081

Ph. 920-459-6453 / Fax 920-459-3919

e-mail: kathryn.hoffman@sheboyganwi.gov

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R. C. No. 31 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 20, 2022.

Your Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications, hereby reports as follows:

On May 18, 2022, your Committee, via the authority delegated to a staff task force to review such matters, recommended that the Common Council not renew the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

Pursuant to its right provided by state statute, One More Time, LLC requested a hearing to review the decision not to renew the license. Your committee held that hearing at its meeting on June 8, 2022.

At the time scheduled for the hearing, One More Time, LLC and its agent, Joseph P. Bonelli, appeared before the committee. The City appeared by City Attorney Charles Adams. The Committee was advised by special counsel, Joseph Voelkner of Olsen, Kloet, Gunderson & Conway.

After hearing from the parties, the committee found the following fact:

One More Time, LLC has violated municipal regulations adopted under Wis. Stat. § 125.10; to wit, § 10-46, Sheboygan Municipal Code, in that, as a retail licensee, One More Time, LLC suspended or ceased doing business for six consecutive months or more, beginning October 3, 2021, without good cause shown.

EXHIBIT J
(2 pages)

Item 13.

Item 26.

Based on these findings of facts, your committee recommends that, pursuant to Wis. Stat. § 125.12 (2)(b)3, the common council receive the findings of fact stated above and any written arguments in response presented by the licensee, and uphold the decision to deny renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

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

CITY OF SHEBOYGAN**SIXTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, June 20, 2022****OPENING OF MEETING****EXHIBIT K****1. Roll Call**

Alders present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

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

MOTION TO APPROVE MINUTES FROM THE JUNE 6, 2022 MEETING

Motion made by Felde, Seconded by Filicky-Peneski.

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

4. Confirmation of Mayoral Appointments

Angela Ramey to Public Works Committee, Zach Rust to Architectural Review Board, Christine Campe to Library Board, Andy Ross to Board of Review, Stephanie Goetz to Senior Service Commission, and James VanAkkeren, GERALYN LEANNAH, Rebecca Clarke and Lora Hagen to Sustainable Task Force

MOTION TO CONFIRM APPOINTMENTS

Motion made by Felde, Seconded by Filicky-Peneski.

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

5. Presentation

Citizens Fire Academy (CFA) by Eric Montellano Fire Chief

6. Presentation

Affordable Housing Market Study Update on Progress by Chad Pelishek, Director of Planning and Development

7. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. Maeve Quinn and Peter Mayer spoke.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

Rust, Ramey – 10.

10. R. O. No. 22-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Filicky-Peneski.

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

11. R. C. No. 30-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends denying License #3539 Reynoso Properties, LLC.

MOTION TO RECEIVE THE R. C. AND DENY THE LICENSE

Motion made by Felde, Seconded by Filicky-Peneski.

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

12. R. C. No. 32-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends granting the extension of open for Business to License No. 3333 (Kohler Company) and approving the renewal of the alcohol license.

MOTION TO RECEIVE THE R. C. AND GRANT THE EXTENSION AND RENEWAL

Motion made by Felde, Seconded by Filicky-Peneski.

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

13. R. C. No. 29-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R.O. No. 21-22-23 by City Clerk submitting various license applications; recommends amending the R. O. to include license #2207 and granting the license applications with caveats.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

14. R. C. No. 34-22-23 by Public Works Committee to whom was referred Res. No. 22-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park – Area 5 Pedestrian Bridge; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

15. R. C. No. 28-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 23-22-23 by Alderpersons Felde and Ackley authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

16. R. C. No. 37-22-23 by Finance and Personnel Committee to whom was referred Res. No. 26-22-23 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

17. R. C. No. 35-22-23 by Public Works Committee to whom was referred Res. No. 27-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

18. R. C. No. 36-22-23 by Public Works Committee to whom was referred Res. No. 28-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

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

REPORT OF OFFICERS

19. R. O. No. 23-22-23 by City Clerk submitting a communication from Grateful Properties, LLC requesting an encroachment on their property located at 340/342 South Pier Drive for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
20. R. O. No. 24-22-23 by City Clerk submitting a communication from M. Squared Properties requesting an encroachment on their property located at 1444 Pershing avenue for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION

RESOLUTIONS

21. Res. No. 29-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a hearing regarding the denial of "Class B" Alcohol Beverage License No. 3539-Reynoso Properties LLC (Pedro Reynoso, Jr., Agent) and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

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

22. Res. No. 30-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the non-renewal of "Class B" Alcohol Beverage License No. 2301-One More Time, LLC (Joseph P. Bonelli, Agent) and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

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

23. Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
24. Res. No. 32-22-23 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan. REFER TO CITY PLAN COMMISSION

REPORT OF COMMITTEES

25. R. C. No. 38-22-23 by Finance and Personnel Committee to whom was referred Res. No. 25-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an appropriation in the 2022 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

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

26. R. C. No. 31-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends denying the renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

MOTION TO RECEIVE THE R. C. AND DENY THE RENEWAL

Motion made by Felde, Seconded by Dekker.

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

27. R. C. No. 33-22-23 by Finance and Personnel Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND REFER THE RESOLUTION TO THE FINANCE AND PERSONNEL COMMITTEE

Motion made by Mitchell, Seconded by Heidemann.

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

Voting Nay: Perrella – 1.

GENERAL ORDINANCES

28. Gen. Ord. No. 3-22-23 by Alderperson Perrella repealing Gen. Ord. No. 39-21-22 granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC, its successors and assigns, the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described in the City of Sheboygan for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
29. Gen. Ord. No. 4-22-23 by Alderperson Felde granting M Squared Properties, its successors and assigns, the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION
30. Gen. Ord. No. 5-22-23 by Alderpersons Dekker and Perrella creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

31. R. O. No. 25-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

32. Motion to Adjourn

MOTION TO ADJOURN AT 7:10 PM

Motion made by Felde, Seconded by Filicky-Peneski.

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

MAYER LAW FIRM, S. C.**1+** Client First
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Firm web site: wisclawyer.com

June 20, 2022

VIA HAND-DELIVERY

City of Sheboygan
c/o Meredith DeBruin,
City of Sheboygan City Clerk
828 Center Avenue
Sheboygan, WI 53081**EXHIBIT****L**Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Madam Clerk:

As you know, I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"), which related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

In my letter to you dated June 17, 2022, I stated "... **we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats.** ..." A copy of my letter is enclosed for your convenience. Attorney Voelkner sent a letter dated June 20, 2022, to you confirming our right to a transcript. However, he also redirected you to provide a video link. Although I appreciate a video link, our first concern is the delivery of a written transcript. Since we have a deadline for filing a summons and complaint for review by certiorari, it is necessary to obtain the transcript promptly. Although Attorney Voelkner may address his matters differently, it is my practice to have the statements made at the Hearing referenced in the complaint. Please inform me of the approximate date by which the transcript will be ready and if you require payment or a deposit in advance.

Please note that a copy of this letter has been sent to Attorney Voelkner, but we continue to object to his representation in this matter and do not waive our objection by complying with professional requirements.

Sincerely yours,



Peter R. Mayer

PRM/s

pc. Joseph Voelkner, Esq.
Joseph P. Bonelli

**CITY OF SHEBOYGAN
R. C. 123-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

NOVEMBER 6, 2023.

Your Committee to whom was referred R. O. No. 57-23-24 by Director of Parking and Transit submitting the 2024 Business Improvement District (BID) Statement of Purpose, dated September 26, 2023, and the BID's 2024 Operating Budget; recommends filing the document.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 57-23-24**

BY DIRECTOR OF PARKING AND TRANSIT.

OCTOBER 16, 2023.

Submitting the 2024 Business Improvement District (BID) Statement of Purpose,
dated September 26, 2023, and the BID's 2024 Operating Budget.



2024 Statement of Purpose & Budget

Presented to the Executive Committee
September 15, 2023

Approved by the Board of Directors
September 19, 2023

Submitted to the City of Sheboygan
September 26, 2023

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BID STATEMENT OF PURPOSE

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City - the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan, Sheboygan's Downtown Districts Plan, and any subsequent plans that impact or include the BID. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks, and good roads.

The BID funds will be used to support community and member-driven events and activities taking place in the district, provide streetscape beautification and enhancement, and support investments in the infrastructure and functionality of the district.

BID BENEFICIARIES

The BID program is designed so that it benefits all business interests within the district.

RETAILERS: Money generated through the BID assessment is used to support programs that enhance the business climate in the Harbor Centre.

A comprehensive support program reinforces the existing promotional programs and supports members in creating new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

Retail establishments located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. Programs that bring increased interest and traffic to the area that are created and supported by the BID impact owners of vacant properties by increasing desirability of the district and exposing the public to available properties.

BID BOARD OF DIRECTORS

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes.

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, including representation from a mix of business types. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.

BID GOALS AND OBJECTIVES

1. **MARKETING.** The BID will continue marketing efforts through social media, promotional assistance for key events, and the creation of promotional assets (i.e. destination itineraries, maps, photography). These elements will assist with marketing the BID to Sheboygan residents and visitors throughout the year.
2. **EVENTS.** The BID will support key, collaborative, seasonal events to assist with coordination. Coordination includes working with BID business and other resources such as the City of Sheboygan Department of Public Works to plan for and execute events. Opportunities to connect with or expand existing events will be explored to leverage foot traffic and impact throughout the BID.
3. **COMMUNICATION.** The BID will continue creating transparent operations and communication with BID members to expand awareness, increase member engagement, and improve two-way communication between BID members and the Board of Directors and its committees.
4. **PARTNERSHIPS.** The BID aims to create synergy and efficiency through the enhancement of mutually beneficial connections with key local organizations, such as Visit Sheboygan, the City of Sheboygan, the Sheboygan County Chamber of Commerce, Sheboygan County Economic Development Corporation and others. These partnerships will help maximize resources, support the efficiency and effectiveness of these organizations, and will connect BID members to external opportunities to learn and grow.
5. **PLACEMAKING.** The BID will work to create a beautiful and enticing business district through supporting infrastructure and beautification efforts, and continuing to develop plans to improve the physical appearance and connectivity of the BID. Placemaking efforts will increase vibrancy by creating a welcoming atmosphere that connects locals and visitors to the BID.
6. **ADVOCACY.** The BID will connect with members to identify opportunities for processes or policies (e.g. outdoor seating). The BID will advocate for its members with partners such as the City of Sheboygan to advance or implement these processes or policies. Accountability will be part of committee and Board meetings to ensure progress.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property. In addition, the following minimums and maximums will apply

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8,000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

BID OPERATING BUDGET

January - December 2024		
Income		
Income	Special Assessments	\$180,000
Total Income		\$180,000
Expenses		
Operations	Staff; Rent; Accounting; Website; Printing	\$72,000
Event/Marketing Support	Event Marketing; General Marketing; Social media; Promotions	\$42,000
Miscellaneous	Miscellaneous	\$1,000
Major District Investments/ Enhancements	Major District Projects; Summer Decorations; Winter Decorations	\$65,000
Total Expenses		\$180,000

**CITY OF SHEBOYGAN
R. C. 124-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 6, 2023.

Your Committee to whom was referred R. O. No. 55-23-24 by Chief of Police Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2023 and ending September 30, 2023; recommends filing the report.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 55-23-24**

BY CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.

OCTOBER 16, 2023.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2023 and ending September 30, 2023.

	Y-T-D 9/30/23	Y-T-D 9/30/22	2023 Goals	2022 Actual	2021 Actual
<u>Patrol and Investigations</u>					
Murder & Non-Negligent	0	0	0	0	1
Manslaughter					
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses – Forcible	40	43	60	55	90
Sex Offenses – Non-Forcible	8	8	15	11	22
Aggravated Assault	88	86	100	110	112
Select Crimes Against Persons Total	136	137	200	176	225
Robbery	8	8	10	11	5
Burglary	47	59	100	65	82
Theft/Larceny	440	450	800	597	563
Motor Vehicle Theft	14	25	30	29	34
Arson	1	8	10	10	5
Select Crimes Against Property Total	510	550	950	712	689
Percent of Offenses Cleared	61%	58%	70%	60%	47%
Value of Property Stolen	\$345,789	\$492,763	\$500,000	\$684,397	\$711,334
Value of Property Recovered	\$238,965	\$288,547	\$200,000	\$340,673	\$321,044
Percent of Stolen Recovered	69%	59%	40%	50%	45%
Accident Investigations	1,046	1,055	1,500	1,418	1,365
Traffic Stops	4,062	4,345	No Goal	5,799	4,395
Traffic Arrests	3,038	2,782	No Goal	3,856	3,016
Other Arrests	2,297	2,250	No Goal	3,074	2,810
Speed Trailer Deployments	9	11	20	12	29
HVEE Deployments	122	57	12	68	65
Parking Tickets Issued	5,836	6,045	10,000	8,366	6,631
Bicycles Recovered	144	115	150	152	190
Involuntary Commitments	78	105	No Goal	138	144
<u>Administration</u>					
District Attorney Request for Digital Evidence	886	837	2,750	1,078	1,142

Open Records Requests	4,697	5,015	4,000	6,688	6,502
Nixle Messages Sent	52	79	250	92	78
Press Releases	13	20	50	23	18
Tweets	52	104	350	126	111
Facebook Followers*	18,084	17,262	18,000	17,515	16,749
Reported Crime Maps	77	68	104	87	98
Crime Comparison Reports	20	16	26	20	22

*Facebook no longer reports likes which were previously tracked

**CITY OF SHEBOYGAN
R. C. 125-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 6, 2023.

Your Committee to whom was referred R. O. No. 56-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2023 and ending September 30, 2023; recommends filing the report.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 56-23-24**

BY FIRE CHIEF.

OCTOBER 16, 2023.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2023 and ending September 30, 2023.

2023 Third Quarter Benchmarks

	2021 EOY	2022 EOY	2022 YTD	2023 YTD	2023 Target
Incident Types					
Fires	87	92	70	66	< 90
Rescue & Emergency Medical Service	4,833	5,170	3,902	3,862	4,900
Non Fires	1,379	1,558	1,201	1,042	1,400
TOTAL	6,299	6,820	5,173	4,970	6,300
Station Incident Count Per Station					
Station 1	1,809	2,003	1,527	1,497	1,825
Station 2	1,239	1,229	894	898	1,225
Station 3	1,459	1,677	1,290	1,223	1,500
Station 4	1,163	1,171	908	821	1,150
Station 5	594	609	467	422	600
Mutual Aid Given	35	131	87	60	
Mutual Aid Received	N/A	54	42	49	
Overlapping Calls (Percentage)	N/A	64%	65%	63%	
Overlapping Calls (Count)	N/A	4,380	3,364	3,153	
Fire Loss					
Number of Incidents	54	61	44	43	
Total Pre Incident Value	\$ 95,389,290	\$ 163,942,270	\$ 37,603,800	\$ 50,766,865	
Total Property Loss	\$ 538,550	\$ 887,790	\$ 567,790	\$ 574,860	
Total Content Loss	\$ 546,617	\$ 1,115,910	\$ 1,001,540	\$ 157,260	
Total Loss	\$ 1,085,167	\$ 2,003,700	\$ 1,569,330	\$ 732,120	
Average Loss	\$ 20,095.69	\$ 32,848	\$ 35,667	\$ 17,026.05	
Property Saved	\$ 94,304,123	\$ 161,938,570	\$ 36,034,470	\$ 50,034,745	
Workload					
Inspections	2,267	2,742	2,296	2,472	2,300
School Safety Programs (Students)	3,148	3,122	2,548	1,954	3,200
Public Events	56	76	56	78	60
Station Tours	9	16	11	6	25
Non-Compliance/ Installed Smoke Alarms	63/82	78/94	36/38	33/47	
Fire Training Hours	4,981	6,279	5,197	12,863	8,000
EMS Training Hours	2,072	1,939	1,057	1,991	2,100
Investigations	84	89	67	58	
Efficiency					
Fire Average Response Time (380 Seconds)*	79%	77%	76%	86%	90%
Effectiveness					
ISO Rating	2	2	2	2	1

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.

* Fire response 380 seconds or less per NFPA standards

**CITY OF SHEBOYGAN
R. O. 62-23-24**

BY SUSTAINABLE SHEBOYGAN TASK FORCE.

NOVEMBER 6, 2023.

Submitting the Sustainable Sheboygan Vision Statement. The task force requests that it be reviewed and adopted by the Common Council as a guide to the creation and implementation of a sustainability action plan to ensure a sustainable future for Sheboygan.

Header: Sustainable Sheboygan
 SubHeader options: Investing in a resilient future

Introduction:

Now is the time for action. Climate change is a quickly encroaching threat to our economy, environment, and quality of life. Sheboygan must make a positive impact by planning and implementing changes that improve our resilience and economic stability while creating cleaner air and water. Sheboygan recognizes that climate instability disproportionately impacts disadvantaged communities, therefore the city will emphasize equity in its sustainability endeavors. Sheboygan is ready to aggressively pursue current and future funding opportunities and prepare for a more sustainable future.

Sheboygan will protect our health, environment, and economic development. By 2027, we will plan and begin implementation of the following:

- 1. The City of Sheboygan Leading by Example**
 - a. Meet 100% of our municipal electricity needs with carbon-free energy by 2030.
 - b. Meet 100% of the city of Sheboygan's electricity needs with carbon-free resources by 2035.
 - c. Maximize funding opportunities to implement sustainability improvements.
 - d. Ensure municipal LED lighting is appropriate for wildlife and people.
 - e. Improve energy efficiency and conservation within city buildings.
 - f. Engage and inform the public on sustainability options and plans.
 - g. Purchase energy efficient vehicles, including moving to a zero-emission vehicle fleet and infrastructure.
- 2. Make Sheboygan's Buildings More Energy Efficient**
 - a. Partner with community-based organizations to upgrade rental and owner-occupied affordable housing to high efficiency energy standards.
 - b. Promote and create an environment to develop a solar program for owner occupied housing, rental housing, commercial businesses, and non-profit organizations.
 - c. Review and update city codes and ordinances to ensure they encourage energy efficient buildings and sustainable infrastructure.
- 3. Continue to Develop the Infrastructure for Low Carbon Transportation Modes**
 - a. Establish a plan for public electric vehicle charging stations, partnering with private businesses.
 - b. Transition to zero emissions public transportation, and expand routes to provide fast, equitable, and frequent service.

- c. Explore and secure alternative public transportation funding
 - d. Expand and improve the infrastructure for safe walking and biking
 - e. Build upon Sheboygan's Strong Town qualities by increasing incremental housing, investing in walkable mixed-use neighborhoods, transparent local accounting, and reducing parking space requirements.
 - f. Require new developments to create plans which promote walking, biking and public transportation.
- 4. Invest in Our Community by Preserving, Enhancing, and Rehabilitating Our Natural Environment**
- a. Develop and approve a plan to improve air quality.
 - b. Review and update all city codes, ordinances and policies to encourage sustainability
 - c. Accelerate our planting program to focus on climate resilient, native, and edible plants and trees.
 - d. Invest in stormwater management and green infrastructure solutions to improve water quality and minimize storm damage.
 - e. Provide education to promote sustainability, while encouraging volunteerism.
 - f. Expand city wide waste reduction programs by increasing recycling and composting.
 - g. Assess city green space maintenance practices to use less energy; increase native plantings and continue to minimize chemical fertilizers and pesticides, and increase access to garbage and recycling bins.

Did you know?

1. Alliant Energy plans to build the Edgewater Battery Project by 2025, storing enough energy to power over 100,000 homes
2. Electricity produced by fossil fuels and transportation make up 57% of Wisconsin greenhouse gas emissions
3. Sheboygan projections for 90+ degree days are estimated to triple in the years 2041-2060
4. Since the 1950s, Wisconsin has warmed 2.1°F and its annual precipitation has increased by 15 percent (4.5 inches)
5. The world needs to cut greenhouse gas emissions by 50% by 2030 to prevent catastrophic climate impacts

**CITY OF SHEBOYGAN
R. O. 68-23-24**

BY SHEBOYGAN TRANSIT COMMISSION.

NOVEMBER 6, 2023.

Your Commission to whom met on October 30, 2023 and discussed the Commercial Offer to Purchase of Lot 3 by Trinity Lutheran Church and School dated October 13, 2023 in the amount of \$78,400.00; recommends the Common Council authorize the sale of lot 3 and accept the Offer to Purchase.

**CITY OF SHEBOYGAN
R. O. 64-23-24**

BY CITY PLAN COMMISSION.

NOVEMBER 6, 2023.

Your Commission to whom was referred Res. No. 85-23-24 by Alderpersons Mitchell and Perrella vacating the east-west alley east of North 9th Street, located in Block 127 of the Original Plat; recommends adopting the Resolution.

**CITY OF SHEBOYGAN
RESOLUTION 85-23-24**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 16, 2023.

A RESOLUTION vacating the east-west alley east of North 9th Street, located in Block 127 of the Original Plat.

RESOLVED: That by and through the passage of this Resolution it is the declared judgment and finding of the Common Council of the City of Sheboygan that the public interest requires the vacation of the hereinafter described alley, with a legal description as attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED: That prior to passage of this resolution, a hearing on the passage of this resolution will have been held by the common council on a date not less than 40 days after the date on which this resolution was introduced; notice of said hearing will have been given as provided in Wis. Stat. § 66.1003(8)(b); and notice of the hearing will have been served on the owners of all of the frontage of the lots and lands abutting upon the alley in a manner provided for the service of summons in circuit court at least 30 days before the hearing.

BE IT FURTHER RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described as:

The east-west alley east of North 9th Street, located in Block 127 of the Original Plat

be and it is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated alley in the office of the Register of Deeds for Sheboygan County, Wisconsin

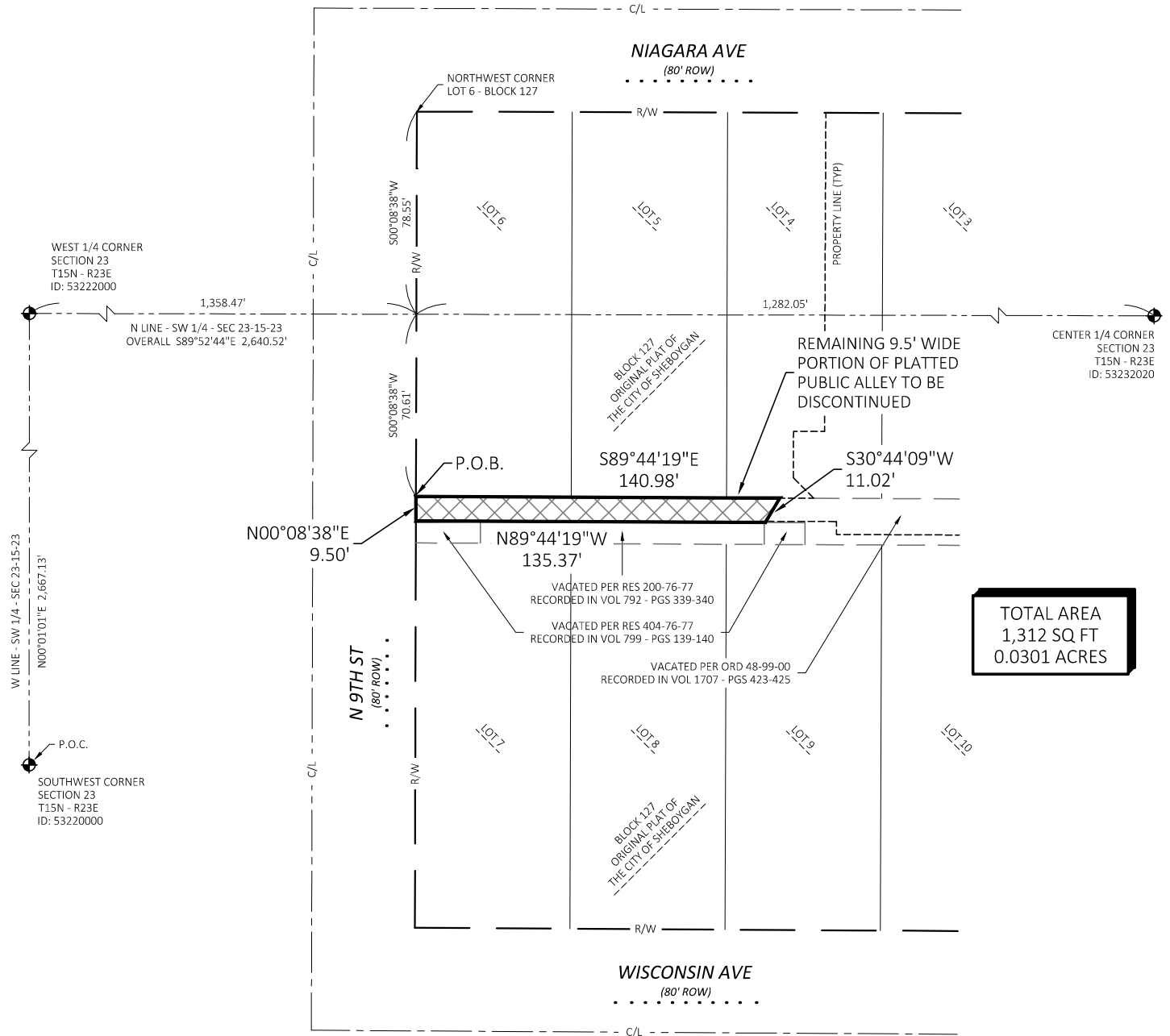
PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

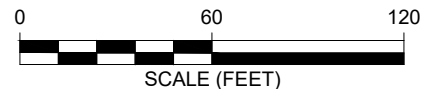
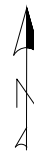
Meredith DeBruin, City Clerk, City of
Sheboygan

**GENERAL NOTE**

ALLEY LOCATION BASED OFF
FEHR GRAHAM PLAT OF SURVEY
PROJECT NO: 22-674 - DATED: 7/19/2022
BY: NICHOLAS A. GRINDLEY (S-2998)

LEGEND

RECORDED SHEBOYGAN
COUNTY MONUMENT



BEARINGS ARE REFERENCED TO THE NORTH LINE OF
THE SOUTHWEST 1/4 OF SECTION 23-15-23
RECORDED AS S89°52'44"E
(SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

MAP PREPARED BY: MICHAEL P. BORN, PLS
MAP REVIEWED BY: TYLER D. HILL, CST

DATED: 10/10/2023
REV: N/A

**CITY OF SHEBOYGAN
PUBLIC WORKS**

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT A - PROPOSED ALLEY DISCONTINUANCE
PART OF BLOCK 127 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED
IN THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	10/10/2023
Project Date	10/10/2023
Sheet No.	139

PROPOSED ALLEY DISCONTINUANCE LEGAL DESCRIPTION

PART OF BLOCK 127 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

The remaining 9.5 foot wide portion of an 18 foot wide platted public alley being part of Block 127 of the Original Plat of the City of Sheboygan located in the Northeast 1/4 of the Southwest 1/4 of Section 23, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southwest corner of said Section 23, thence North 00°01'01" East along the West line of said Southwest 1/4, a distance of 2,667.13 feet to the West 1/4 corner of said Section 23;
thence South 89°52'44" East along the North line of said Southwest 1/4, a distance of 1,358.47 feet to the East right of way line of North 9th Street and West line of Lot 6 of said Block 127;
thence South 00°08'38" West along said East right of way line of North 9th Street and said West line of Lot 6, a distance of 70.61 feet to the Southwest corner of said Lot 6, the North right of way line of said alley, and the Point of Beginning for this description;
thence South 89°44'19" East along said North right of way line and the South lines of Lots 6, 5, and 4 of said Block 127, a distance of 140.98 feet to the Northwest corner of the previously vacated portion of said alley as recorded in Volume 1707 of Records on Pages 423 to 425 as document 1559350 in the Sheboygan County Register of Deeds Office;
thence South 30°44'09" West along the West line of said vacated portion of said alley, a distance of 11.02 feet to a line 9.5 feet South of said North right of way line and the North line of the previously vacated portion of said alley as recorded in Volume 799 of Records on Pages 139 to 140 as document 1008417 in said Register of Deeds Office;
thence North 89°44'19" West along a line 9.5 feet South of and parallel to said North right of way line, said North line of the vacation recorded in Volume 799 on Pages 139 to 140, and the North line of the previously vacated portion of said alley as recorded in Volume 792 of Records on Pages 339 to 340 as document 1004405 in said Register of Deeds Office, a distance of 135.37 feet to the Northwest corner of said vacation recorded in Volume 799 on Pages 139 to 140 and said East right of way line of North 9th Street;
thence North 00°08'38" East along said East right of way line of North 9th Street, a distance of 9.50 feet to said Southwest corner of Lot 6, said North right of way line, and the Point of Beginning.

The land described above contains 0.0301 acres (1,312 square feet) of land, more or less.

End of description.

LEGAL DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/10/2023
LEGAL DESCRIPTION CHECKED BY: TYLER D. HILL, CST REV: N/A

CITY OF SHEBOYGAN PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT B - PROPOSED ALLEY DISCONTINUANCE

PART OF BLOCK 127 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	10/10/2023
Project Date	10/10/2023
Sheet No.	140 2 OF 2

**CITY OF SHEBOYGAN
R. O. 66-23-24**

BY CITY CLERK.

NOVEMBER 6, 2023.

Submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within the city limits.

October 30, 2023

To the Sheboygan Department of Public works,

My name is Paul Rammer and I'm the person who farms the land (tract numbers 59030454462, 59030454460, 59030454450, 59030454421) owned/managed by the Boerke Co that was just annexed into the City of Sheboygan. I'm writing to you because I have always allowed hunters to hunt migratory wildlife (Canadian geese and ducks) on this property. The hunters provide a good deterrence against the nuisance resident Canadian geese from damaging crops. This is especially true with soft red winter wheat.

I went to city hall and asked if there is a certain sized property within the city limits that can allow hunters access. I received the response that I need to contact you and ask for permission. This contiguous property is about 124 acres and hunters hunt between 233 and 800 yards from the nearest occupied home (the farm house). The nearest business to where hunters normally sit is Kriete Truck Center and that is about 300 yards away. There is a father (who works at Kriete) and son who normally hunt on our fields. The next closest business is FedEx and Sheboygan Powersports and they are both about 400 yards away from where people hunt.

Besides helping with discouraging geese from landing on the property, they offer an extra set of eyes to help survey for and deter trespassers. Most recently I was told about people who were driving their vehicles and spinning doughnuts in the field. I was given a definite time frame of between the night of Oct 21 and early morning of the 22nd. A goose hunter has lent me a trail camera to help provide a way to catch the trespassers in the act.

It would be a substantial help towards my agricultural operation to continue to allow waterfowl hunters on this property. Your consideration is appreciated.

Thank you,

Paul Rammer
Ph (920) 838-3417
e-mail svrammer@gmail.com

**CITY OF SHEBOYGAN
R. O. 65-23-24**

BY CITY CLERK

NOVEMBER 6, 2023.

Submitting the Tax Levy Certification for the 2023-2024 School Year from the Kohler School District.



Wisconsin Department of Public Instruction
PI-1508 TAX LEVY CERTIFICATION
 ss. 24.71, 120.17(8)

Item 21.

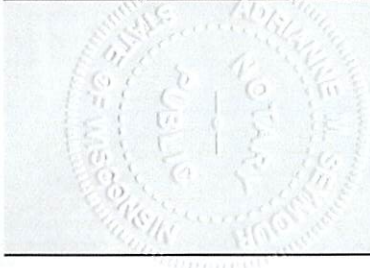
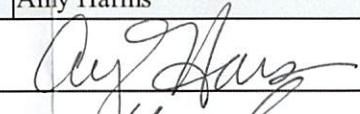
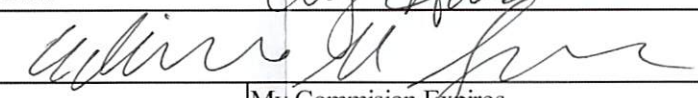
Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10**
 (Ref Wisconsin Statute s.120.12(3))

2023-2024 School Year

T O	① Municipal Clerk:	MEREDITH DEBRUIN 828 CENTER AVE SHEBOYGAN, WI 53081-4442	② Municipality:	City of Sheboygan
			③ County:	Sheboygan
The levy is distributed using the same percentage as the equalized valuation.		Entire School District	Portion of School District Lying Within Municipality	
		Column 1	Column 2	
④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)		\$975,347,204.00	\$312,330,879.00	
⑤ Percent of Entire School District		100.000000%	32.022533%	
⑥ Total Levy		\$6,135,729.00	\$1,964,815.84	

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	F	Name of School District	School District Clerk
	R	Kohler School District (2842)	Amy Harms
	O	Signature of School District Clerk	
	M	Signature of Notary Public	
NOTARY SEAL		Signed before me this date 10-27-23	My Commission Expires 5-28-24

Wisconsin Statutory References:
 s. 120.17(8)
 s. 120.44
 s. 121.06(2)

Mail tax settlement to:

District Administrator
 Kohler School District
 333 Upper Rd
 Kohler, WI 53044

**CITY OF SHEBOYGAN
R. O. 63-23-24**

BY CITY CLERK.

NOVEMBER 6, 2023.

Submitting the tax levy report that supports the 2023-2024 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2023 fully certified values furnished by the Wisconsin Department of Revenue.



Tax Levy Certification
2023-2024 Fiscal Year

Municipal Clerk: Meredith Debruin

Municipality: City of Sheboygan

County: Sheboygan

	Entire Technical College District	Portion of Technical College District within Municipality
1. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$22,493,422,230	\$4,089,066,700
2. Percentage of Entire Technical College District	100%	18.1789%
3. Total Levy	\$12,906,827	\$2,346,324.89

CERTIFICATION

I HEREBY CERTIFY the amount shown on **Line 3, column 2**, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating, and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board President of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 18th day of October 2023.

Technical College District Name:

Lakeshore Technical College

Technical College District Board President:



Tax Levy Certification
2023-2024 Fiscal Year

John Wyatt

**Lakeshore Technical College
2023-24**

Municipality	(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Debt Service	Operating Total	Debt Service	Total
Calumet County								
08 012 T NEW HOLSTEIN	47,119,652	0.002095	11,811.22	1,562.74	1,304.08	14,678.04	12,359.43	27,037.47
Calumet County Total	47,119,652	0.002095	11,811.22	1,562.74	1,304.08	14,678.04	12,359.43	27,037.47
Manitowoc County								
36 002 T CATO	251,853,000	0.011197	63,130.58	8,352.77	6,970.27	78,453.62	66,060.77	144,514.39
36 004 T CENTERVILLE	109,131,400	0.004852	27,355.36	3,619.37	3,020.32	33,995.05	28,625.04	62,620.09
36 006 T COOPERSTOWN	12,335,621	0.000548	3,092.10	409.11	341.40	3,842.61	3,235.62	7,078.23
36 008 T EATON	106,867,714	0.004751	26,787.93	3,544.29	2,957.67	33,289.89	28,031.29	61,321.18
36 010 T FRANKLIN	165,303,800	0.007349	41,435.78	5,482.34	4,574.94	51,493.06	43,359.01	94,852.07
36 012 T GIBSON	157,121,857	0.006985	39,384.85	5,210.99	4,348.50	48,944.34	41,212.89	90,157.23
36 014 T KOSSUTH	277,652,500	0.012344	69,597.60	9,208.41	7,684.30	86,490.31	72,827.94	159,318.25
36 016 T LIBERTY	218,207,600	0.009701	54,696.88	7,236.91	6,039.10	67,972.89	57,235.61	125,208.50
36 018 T MANITOWOC	139,318,000	0.006194	34,922.06	4,620.52	3,855.76	43,398.34	36,542.96	79,941.30
36 020 T MANITOWOC RAPIDS	309,555,600	0.013762	77,594.57	10,266.49	8,567.25	96,428.31	81,196.09	177,624.40
36 022 T MAPLE GROVE	71,534,299	0.003180	17,931.10	2,372.45	1,979.78	22,283.33	18,763.37	41,046.70
36 024 T MEEME	193,565,400	0.008605	48,519.95	6,419.65	5,357.11	60,296.71	50,771.99	111,068.70
36 026 T MISHICOT	155,250,900	0.006902	38,915.87	5,148.94	4,296.72	48,361.53	40,722.14	89,083.67
36 028 T NEWTON	356,428,100	0.015846	89,343.83	11,821.03	9,864.49	111,029.35	93,490.70	204,520.05
36 030 T ROCKLAND	102,257,933	0.004546	25,632.42	3,391.41	2,830.09	31,853.92	26,822.14	58,676.06
36 032 T SCHLESWIG	361,563,200	0.016074	90,631.02	11,991.33	10,006.61	112,628.96	94,837.63	207,466.59
36 034 T TWO CREEKS	64,067,700	0.002848	16,059.49	2,124.82	1,773.13	19,957.44	16,804.89	36,762.33
36 036 T TWO RIVERS	213,818,300	0.009506	53,596.63	7,091.34	5,917.63	66,605.60	56,084.30	122,689.90
36 112 V CLEVELAND	139,331,000	0.006194	34,925.32	4,620.95	3,856.12	43,402.39	36,546.37	79,948.76
36 126 V FRANCIS CREEK	58,885,300	0.002618	14,760.45	1,952.95	1,629.71	18,343.11	15,445.54	33,788.65
36 132 V KELLNERSVILLE	18,788,100	0.000835	4,709.51	623.11	519.98	5,852.60	4,928.10	10,780.70
36 151 V MSHICOT	122,239,900	0.005434	30,641.19	4,054.12	3,383.11	38,078.42	32,063.39	70,141.81
36 176 V REEDSVILLE	78,999,700	0.003512	19,802.41	2,620.04	2,186.39	24,608.84	20,721.54	45,330.38
36 181 V SAINT NAZIANZ	56,172,900	0.002497	14,080.55	1,862.99	1,554.64	17,498.18	14,734.08	32,232.26
36 186 V VALDERS	78,739,100	0.003501	19,737.09	2,611.40	2,179.18	24,527.67	20,653.18	45,180.85
36 191 V WHITELAW	58,844,800	0.002616	14,750.30	1,951.60	1,628.59	18,330.49	15,434.92	33,765.41
36 241 C KIEL (part Calumet Co)	389,159,500	0.017301	97,548.43	12,906.57	10,770.36	121,225.36	102,076.12	223,301.48
36 251 C MANITOWOC	2,927,798,300	0.130162	733,894.78	97,101.17	81,029.62	912,025.57	767,958.28	1,679,983.85
36 286 C TWO RIVERS	762,866,800	0.033915	191,223.54	25,300.67	21,113.07	237,637.28	200,099.13	437,736.41
Manitowoc County Total	7,957,658,324	0.353777	1,994,701.59	263,917.74	220,235.84	2,478,855.17	2,087,285.03	4,566,140.20
Ozaukee County								
45 002 T BELGIUM	196,989,957	0.008758	49,378.37	6,533.22	5,451.89	61,363.48	51,670.24	113,033.72
45 006 T FREDONIA	180,984,084	0.008046	45,366.27	6,002.38	5,008.91	56,377.56	47,471.92	103,849.48
45 106 V BELGIUM	303,752,600	0.013504	76,139.96	10,074.03	8,406.64	94,620.63	79,673.98	174,294.61
Ozaukee County Total	681,726,641	0.030308	170,884.60	22,609.63	18,867.44	212,361.67	178,816.14	391,177.81
Sheboygan County								
59 002 T GREENBUSH	216,739,033	0.009636	54,328.76	7,188.20	5,998.46	67,515.42	56,850.41	124,365.83
59 004 T HERMAN	204,192,400	0.009078	51,183.76	6,772.09	5,651.22	63,607.07	53,559.45	117,166.52
59 006 T HOLLAND	469,560,500	0.020875	117,702.10	15,573.09	12,995.54	146,270.73	123,165.20	269,435.93
59 008 T LIMA	360,112,000	0.016010	90,267.26	11,943.20	9,966.44	112,176.90	94,456.99	206,633.89
59 010 T LYNDON	276,216,900	0.012280	69,237.74	9,160.80	7,644.57	86,043.11	72,451.39	158,494.50
59 012 T MITCHELL	179,273,800	0.007970	44,937.56	5,945.66	4,961.57	55,844.79	47,023.32	102,868.11
59 014 T MOSEL	183,830,900	0.008173	46,079.86	6,096.80	5,087.70	57,264.36	48,218.64	105,483.00
59 016 T PLYMOUTH	533,995,700	0.023740	133,853.71	17,710.10	14,778.84	166,342.65	140,066.49	306,409.14
59 018 T RHINE	571,183,100	0.025393	143,175.26	18,943.43	15,808.04	177,926.73	149,820.71	327,747.44
59 020 T RUSSELL	39,925,280	0.001775	10,007.85	1,324.13	1,104.97	12,436.95	10,472.36	22,909.31
59 022 T SCOTT	233,001,300	0.010359	58,405.13	7,727.55	6,448.53	72,581.21	61,115.99	133,697.20
59 024 T SHEBOYGAN	1,143,382,500	0.050832	286,605.28	37,920.57	31,644.21	356,170.06	299,907.97	656,078.03
59 026 T SHEBOYGAN FALLS	299,177,000	0.013301	74,993.02	9,922.28	8,280.01	93,195.31	78,473.80	171,669.11
59 028 T SHERMAN	211,473,400	0.009402	53,008.85	7,013.57	5,852.73	65,875.15	55,469.24	121,344.39
59 030 T WILSON	685,894,200	0.030493	171,929.25	22,747.85	18,982.78	213,659.88	179,909.30	393,569.18
59 101 V ADELL	46,850,900	0.002083	11,743.85	1,553.82	1,296.64	14,594.31	12,288.95	26,883.26
59 111 V CASCADE	62,910,300	0.002797	15,769.37	2,086.44	1,741.10	19,596.91	16,501.30	36,098.21
59 112 V CEDAR GROVE	219,488,400	0.009758	55,017.93	7,279.39	6,074.55	68,371.87	57,571.56	125,943.43
59 121 V ELKHART LAKE	398,327,100	0.017709	98,846.42	13,210.62	11,024.08	124,081.12	104,480.76	228,561.88
59 131 V GLENBEULAH	49,274,000	0.002191	12,351.24	1,634.18	1,363.71	15,349.13	12,924.51	28,273.64
59 135 V HOWARDS GROVE	389,590,800	0.017320	97,656.54	12,920.88	10,782.30	121,359.72	102,189.24	223,548.96
59 141 V KOHLER	632,639,700	0.028126	158,580.25	20,981.65	17,508.91	197,070.81	165,940.70	363,011.51
59 165 V OOSTBURG	302,791,300	0.013461	75,899.00	10,042.15	8,380.04	94,321.19	79,421.82	173,743.01
59 176 V RANDOM LAKE	214,099,300	0.009518	53,667.07	7,100.66	5,925.40	66,693.13	56,158.01	122,851.14
59 191 V WALDO	54,567,000	0.002426	13,678.00	1,809.73	1,510.19	16,997.92	14,312.87	31,310.79
59 271 C PLYMOUTH	911,847,000	0.040538	228,567.57	30,241.63	25,236.24	284,045.44	239,176.48	523,221.92
59 281 C SHEBOYGAN	4,089,066,700	0.181789	1,024,983.42	135,614.92	113,168.84	1,273,767.18	1,072,557.71	2,346,324.89
59 282 C SHEBOYGAN FALLS	827,507,100	0.036789	207,426.54	27,444.50	22,902.03	257,773.07	217,054.23	474,827.30
Sheboygan County Total	13,806,917,613	0.613820	3,460,902.59	457,909.89	382,119.64	4,300,932.12	3,621,539.40	7,922,471.52
Total	22,493,422,230	1.000000	5,638,300.00	746,000.00	622,527.00	7,006,827.00	5,900,000.00	12,906,827.00
City, Town & Village Summary								
Towns	9,298,884,630	0.413405	2,330,899	308,400	257,356	2,896,655	2,439,087	5,335,741.89
Villages	3,286,292,200	0.146100	823,756	108,991	90,951	1,023,698	861,991	1,885,689.26
Cities	9,908,245,400	0.440495	2,483,644	328,609	274,220	3,086,474	2,598,922	5,685,395.85
	22,493,422,230	1.000000	5,638,300	746,000	622,527	7,006,827	5,900,000	12,906,827.00
County Summary								
08 Calumet	47,119,652	0.002095	11,811	1,563	1,304	14,678	12,359	27,037.47
36 Manitowoc	7,957,658,324	0.353777	1,994,702	263,918	220,236	2,478,855	2,087,285	4,566,140.20
45 Ozaukee	681,726,641	0.030308	170,885	22,610	18,867	212,362	178,816	391,177.81
59 Sheboygan	13,806,917,613	0.613820	3,460,903	457,910	382,120	4,300,932	3,621,539	7,922,471.52
	22,493,422,230	1.000000	5,638,300	746,000	622,527	7,006,827	5,900,000	12,906,827.00

**CITY OF SHEBOYGAN
R. O. 69-23-24**

BY CITY CLERK.

NOVEMBER 6, 2023.

Submitting various license applications.

CHANGE OF AGENT

Eric Newton is replacing Shawn K. Dortman as agent effective immediately for Kohler Company Golf Course.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar Store #25587 (Family Dollar Stores of Wisconsin, LLC)	2821 N. 15 th Street

**CITY OF SHEBOYGAN
R. O. 70-23-24**

BY DIRECTOR OF PLANNING AND DEVELOPMENT.

NOVEMBER 6, 2023.

Submitting the 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the purpose of a presentation and public hearing to be held on November 13, 2023.

Consolidated Annual Performance Evaluation Report (CAPER)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CITY OF SHEBOYGAN

828 Center Avenue, Suite 208, Sheboygan, WI 53081



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Sheboygan presents the Program Year 2022 CAPER for the period of April 1, 2022 - March 31, 2023. The CAPER presents the City's progress in carrying out projects and activities pursuant to the 2022 Annual Action Plan for CDBG funds received from the United States Department of the Housing and Urban Development (HUD) to principally benefit low- and moderate-income persons. The CAPER also provides a general assessment of the City's progress in addressing the priorities and objectives contained in the five-year Consolidated Plan (Con Plan) 2020-2014. In 2022, the City spent approximately 92% percent of the funds on activities benefiting LMI persons.

The city completed two substantial public projects including the resurfacing of St. Clair Ave and parking lot improvements for the Uptown Social senior center.

The city continues to assist LMI households through the housing rehab program which ensures homes are decent, safe and sanitary for the occupants and helps to preserve quality housing within our city.

Critical partnerships with many non-profits throughout the city continue to be a major focus in supporting LMI households with critical services from transportation, case management and housing counseling.

Finally, the city was able to assist a large employer that was expanding it's job force with vital financial assistance.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility improvements to existing homes	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	30	9	30.00%	3	4	133.33%
Affordable Housing Market Analysis	Affordable Housing Homeless	CDBG: \$	Other	Other	1	1	100.00%			
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	222	222.00%	175	82	46.86%
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Community Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15000	6700	44.67%			
Community Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				

Community Facilities	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	1431		524	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	3635		0	3635	
Economic Development	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	35	0	0.00%	6	0	0.00%
Homelessness	Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	4074	407.40%	953	1065	111.75%
Homelessness	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	200	231	115.50%	0	0	
Homelessness	Homeless	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	500	583	116.60%			
Homelessness	Homeless	CDBG: \$	Other	Other	1	0	0.00%			
Increased home ownership opportunities	Affordable Housing Homeless	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	15	120	800.00%	200	114	57.00%

Mental and Health Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	283	188.67%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	41259	412.59%	0	27073	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20000	0	0.00%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	19		0	5	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	300	1069	356.33%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Other	Other	12	0	0.00%	2	0	0.00%

New owner-occupied housing construction	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	3	0	0.00%			
New owner-occupied housing construction	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%	2	0	0.00%
Preservation of existing homes	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	0	0				
Preservation of existing homes	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	9				
Preservation of existing homes	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	30	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	0	0.00%	8	0	0.00%
Re-Evaluate City Rehab Programs	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Added	Household Housing Unit	15	0	0.00%			

Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	2851	712.75%	370	1246	336.76%
Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	50	100.00%			
Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Sheboygan has identified nine goals, all of which are a high priority. The City strives to provide funding to public service agencies that contribute to meeting the City's goals and objectives. In addition to public facility projects, the remainder of the City's entitlement funding is used to bolster Sheboygan's neighborhood revitalization strategy, addressomg included goals while reducing crime and increasing property values.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,871
Black or African American	700
Asian	456
American Indian or American Native	32
Native Hawaiian or Other Pacific Islander	5
Total	5,064
Hispanic	5,803
Not Hispanic	672

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City

The City served approximately 5,726 individuals with CDBG-funded activities during the 2022 Program Year. These numbers exclude area benefit activities that impact an entire neighborhood, utilizing census tract data for the neighborhood in which CDBG-funded activities have been implemented. Increasingly diverse, the City's Diversity Index number increased 15 points over the 2020 Census which found that 72% of City residents identify as white, a significant decrease from the 2000 Census's 88%. Sheboygan residents represent diverse racial and ethnic identities, the most prevalent being Asian, at 12% of the population, owing largely to a sizable Hmong population and those of Hispanic or Latino heritage at 11%.

* Please note that in addition to the categories above, the City served:

- 44 individuals identifying as American Indian or Alaska Native and White;
- 12 individuals identifying as Asian and White
- 44 individuals identifying as black or African American and White
- 380 individuals reporting more than one race

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,215,259	1,632,471

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BLOCK GRANT TARGET AREA, SHEBOYGAN	10	50	
Downtown Central Commerical Business District	10	25	
Eligible Census Tracts	80	25	

Table 4 – Identify the geographic distribution and location of investments

Narrative

v

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

In order to expand the scope and impact of our projects, the City of Sheboygan works to ensure it is utilizing all available funding streams. In 2022, in addition to its entitlement of \$865,255, the City leveraged other funding in the amount of \$2,976,377, allowing for a broader range of issues to be addressed. Like most cities, Sheboygan has multifaceted needs which cannot be met by CDBG alone, including affordable housing, infrastructure improvements, economic development, and social services among others. By leveraging nearly \$3.50 in funds for every CDBG dollar spent, the City of Sheboygan was able to maximize available resources.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	800	872
Number of Non-Homeless households to be provided affordable housing units	1,000	316
Number of Special-Needs households to be provided affordable housing units	0	0
Total	1,800	1,188

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	750	986
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units	10	9
Number of households supported through Acquisition of Existing Units	0	0
Total	762	995

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City saw several factors impact anticipated outcomes in the affordable housing arena. Rising costs, inflation and the shortage of labor impacted the production of new units and rehab of existing units. In addition, two public service agencies that have provided emergency shelter services within the City did not apply for the 2022 funding cycle.

Discuss how these outcomes will impact future annual action plans.

While the expense and labor challenges of 2022 are expected to continue throughout 2023, the City of Sheboygan remains dedicated to ensuring the availability of affordable housing. During the 2022 program year, the City worked in conjunction with developers on three different projects that, when completed, will bring more than 100 new units to the City. Staff worked with developers to obtain WHEDA tax credits, and provided ARPA and TID funds to help fill gaps. With dedicated housing for veterans and seniors, these low-income and workforce units will be a welcome addition to the City's housing stock. The Salvation Army and Sheboygan County Interfaith Organization have both applied for and received CDBG funds in the 2023 program cycle.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	799	0
Low-income	133	0
Moderate-income	127	0
Total	1,059	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Outreach services are used to engage people experiencing homelessness who are otherwise unable or unwilling to seek assistance on their own. Lakeshore Community Action Program, a subrecipient, serves as the lead agency for the Lakeshore Continuum of Care, and is also responsible for administering the City's Point In Time count. The agency participates in extensive outreach activities and responds to each client. CDBG funds are allocated to their supportive housing and rental assistance program. They also offer a homebuyer program, skills enhancement, the Emergency Food Assistance Program, and a GED/HSED program. Lakeshore CAP's staff consistently works to gain a holistic understanding of the situation that led the individual to be homeless in order to connect them with appropriate services, while respecting their autonomy.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Lakeshore Continuum of Care utilizes a coordinated entry system which provides a systematic process for assessing people and prioritizing them for the appropriate housing intervention based on need and vulnerability. Emergency shelter and transitional housing staff provide the valuable service of assessing program consumers and referring them to necessary services within the community. The Salvation Army, Sheboygan County Interfaith Organization, Safe Harbor, the Sheboygan County Warming Center and Pay it Forward served the homeless population in various capacities in 2022.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The homelessness prevention and rapid re-housing programs are administered by the Lakeshore CAP, a CDBG subrecipient. The Sheboygan Housing Coalition, a cross-sector cooperative comprised of more than 70 member agencies, including the City, also works to prevent homelessness through various programs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

This continues to be a challenge for the City. Staff continue looking for opportunities to address the cycle of housing instability.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The Public Housing Authority is focused on the following strategic priorities :

- Reducing public housing vacancies
- Continuing to improve public housing management by increasing customer satisfaction
- Continuing to make improvements in building components for better efficiency
- Continuing working with law enforcement, background checks and building security
- Continuing to take affirmative measures to ensure accessible housing to persons with disabilities
- Continuing to target families below 30% of the median income level
- Continuing to make structural and aesthetic improvements in tandem with the recommendations of the Green Physical Needs Assessment

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Sheboygan Public Housing Authority continues to partner with Lakeshore CAP, Family Service Association and Partners for Community Development to provide homeownership and rent smart training to residents of the public housing.

Actions taken to provide assistance to troubled PHAs

The Sheboygan PHA is not troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City utilized a consulting firm to complete an Affordable Housing Study in 2021 and has been working to implement the recommendations found there-in. An Affordable Housing Fund was created in cooperation with the Sheboygan County Economic Development Corporation and several of the area's large employers. The City of Sheboygan has also undertaken a comprehensive review of ordinance and code to ensure that they do not create unintentional and unnecessary barriers. Discussions around land use and zoning are also underway internally and with interested

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City completed a public request for proposals process to allow public service agencies to submit a request for funding, ensuring applicant programs meet priority needs found in the Consolidated and Annual Action Plans. Material cost and contractor availability continue to be addressed. Staff continue to look for additional funding streams and for opportunities to collaborate with outside agencies.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City follows lead-based paint requirements on all housing rehabilitation projects. We also partner with the Sheboygan County Health and Human Services, Public Health Division to deal with problem properties in the city that have outstanding lead-related orders to correct.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Sheboygan works with local public service providers and provides funding to agencies that provides service to poverty-level families. Staff sit on the Housing Coalition and serve as the co-chair of the Advocacy and Government Affairs committee.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished by providing technical assistance on federal grant management, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintains contact with partner agencies throughout the year, offering referrals for funding and training opportunities where appropriate.

Actions taken to enhance coordination between public and private housing and social service

agencies. 91.220(k); 91.320(j)

City staff is heavily connected to work with public and private housing and social services agencies to make the biggest impact. Evidence of this includes involvement in multi-sector task forces, coalitions, and networks that connect the City to private and social service programs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Sheboygan held two landlord training programs in 2022 and continued to work with the Lakeshore Apartment Association to educate local landlords on fair housing related issues. The City also funded Partners for Community Development in conjunction with Recommendation No. 3, funding post-purchase counseling.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Projects and programs funded with CDBG are subject to monitoring. City staff makes contact with each subrecipient prior to the execution of agreements. Performance standards are established and included in the signed Agreement for each group receiving CDBG funds. All recipients of CDBG public services funds are evaluated through quarterly reports to the City, as required by the funding agreement. Each report provides statistics on the program participants and a narrative of the activities undertaken during the reporting period. The information provided to the City is entered into the Integrated Disbursement and Information System (IDIS). City staff continues to be in regular contact with subrecipients throughout the program year, offering training sessions, one-on-one technical assistance, performance check-ins and on-site monitoring.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City makes every effort to provide citizens with reasonable notice and opportunity to comment on performance reports. Notice of the public hearing and comment period is published in the paper of record, the Sheboygan Press and is posted on the City website and in public locations throughout the City, including the Library and City Hall. A copy of the report is available for review on the City's website and residents are encouraged to share their feedback at the public hearing, held during a Personnel and Finance Committee meeting. The final version of the CAPER is provided to the Common Council, submitted to HUD and then posted to the City's website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No significant changes at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No significant changes at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3**Identify the number of individuals assisted and the types of assistance provided**

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
--------	--	--	--	--	--

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Sheboygan includes Section 3 goals in all of our publically-bid projects. Given the small market in Sheboygan, meeting the Section 3 goals can be difficult but the City continues to make every effort to do so.

**CITY OF SHEBOYGAN
RESOLUTION 89-23-24**

BY ALDERPERSONS MITCHELL AND DEKKER.

NOVEMBER 6, 2023.

A RESOLUTION declaring intent to vacate and discontinue a public way pursuant to Wis. Stat. § 66.1003.

WHEREAS, South 19th Street between Union Avenue and Oakland Avenue is within the municipal boundaries and jurisdiction of the City of Sheboygan, Sheboygan County, Wisconsin (the "City"); and

WHEREAS, Oakland Avenue between South 19th Street and Union Pacific Railroad right of way is within the municipal boundaries and jurisdiction of the City; and

WHEREAS, Landmark HTT Sheboygan, LLC owns real estate adjacent to that portion of South 19th Street between Union Avenue and Oakland Avenue and Oakland Avenue between South 19th Street and Union Pacific Railroad right of way; and

WHEREAS, Landmark HTT Sheboygan, LLC by its tenant, HTT, Inc., proposes to expand the property and construct improvements to accommodate the growth and expansion of the operations for HTT, Inc. by discontinuing and vacating a portion of South 19th Street between Union Avenue and Oakland Avenue and Oakland Avenue between South 19th Street and Union Pacific Railroad right of way; and

WHEREAS, the Common Council of the City of Sheboygan may determine that it is in the public interest to discontinue the following portion of South 19th Street between Union Avenue and Oakland Avenue:

Part of South 19th Street located in South Sheboygan Plat, part of the NE 1/4 of the NW 1/4 of Section 34, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Beginning at the northwest corner of Block 4, said South Sheboygan Plat; thence S00°04'03"E, 354.71 feet to its intersection of the north line of Oakland Avenue right of way; thence N89°14'39"W, 80.01 feet to the monumented north line of Oakland Avenue right of way and its intersection of the west line of South 19th Street right of way; thence N00°04'03"W, 354.93 feet to the monumented south line of Union Avenue right of way and its intersection of the west line of South 19th Street right of way; thence S89°05'15"E, 80.01 feet to the point of beginning for a vacation area of 28,385.9 square feet more or less.

Tax Key Number: A portion of Parcel 92533418.

The land affected is shown on the map attached hereto as Exhibit A.

WHEREAS, the Common Council of the City of Sheboygan may determine that it is in the public interest to discontinue the following portion of Oakland Avenue between South 19th Street and Union Pacific Railroad right of way:

Part of Oakland Avenue located in South Sheboygan Plat, Part of the NE 1/4 of the NW 1/4 of Section 34, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Beginning at the southwest corner of Block 4, said South Sheboygan Plat; thence S89°14'39"E, 296.65 feet to its intersection of the west line of Union Pacific Railroad right of way; thence S43°07'04"W, 81.20 feet to the monumented south line of Oakland Avenue right of way and its intersection of the west line of the Union Pacific Railroad right of way; thence N89°14'39"W, 241.07 feet to the monumented south line of Oakland Avenue right of way and its intersection of the east line of South 19th Street right of way; thence N00°04'03"W, 60.01 feet to the point of beginning for a vacation area of 16,132 square feet more or less.

Tax Key Number: A portion of 92533429.

The land affected is shown on the map attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan shall conduct a public hearing and meet on December 18, 2023 at 6:00 p.m., at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to consider whether it is in the public interest to discontinue the above-described portion of South 19th Street and Oakland Avenue.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to provide notice of said public hearing as required by law.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to sign and have recorded notice of said pending action pursuant to Wis. Stat. § 840.11, as provided in Wis. Stat. § 66.1003(8)(b); and notice of the hearing will have been served on the owners of all of the frontage of the lots and lands abutting upon the alley in a manner provided for the service of summons in circuit court at least 30 days before the hearing.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

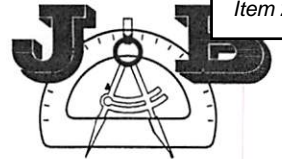
Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

EXHIBIT A



Item 25.

SITE DESIGN AND ENGINEERING, LLC
PO BOX 1067
WOODRUFF, WISCONSIN 54568
jbsitedesign1@gmail.com
(920) 207-8977

NORTH 1/4 CORNER
SECTION 34, T 15 N, R 23 E
COUNTY COORDINATE
N 169711.616
E 214481.485



SOUTH 19th STREET RIGHT OF WAY VACATION EXHIBIT

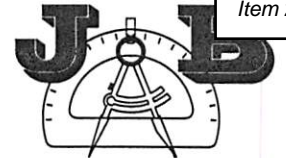
FOR:
HTT INDUSTRIES, INCORPORATED
1828 OAKLAND AVENUE
SHEBOYGAN, WISCONSIN

OCTOBER, 2023

SOUTH 19th STREET RIGHT OF WAY VACATION DESCRIPTION:

PART OF SOUTH 19th STREET LOCATED IN SOUTH SHEBOYGAN PLAT,
PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN
BEGINNING AT THE NORTHWEST CORNER OF BLOCK 4, SAID SOUTH SHEBOYGAN PLAT;
THENCE S 00° 04' 03" E, 354.71 FEET TO ITS INTERSECTION OF THE NORTH LINE OF
OAKLAND AVENUE RIGHT OF WAY; THENCE N 89° 14' 39" W, 80.01 FEET TO THE MONUMENTED
NORTH LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF
SOUTH 19th STREET RIGHT OF WAY; THENCE N 00° 04' 03" W, 354.93 FEET TO THE MONUMENTED
SOUTH LINE OF UNION AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF
SOUTH 19th STREET RIGHT OF WAY; THENCE S 89° 05' 15" E, 80.01 FEET TO THE POINT OF
BEGINNING FOR A VACATION AREA OF 28,385.9 SQUARE FEET MORE OR LESS.

EXHIBIT B

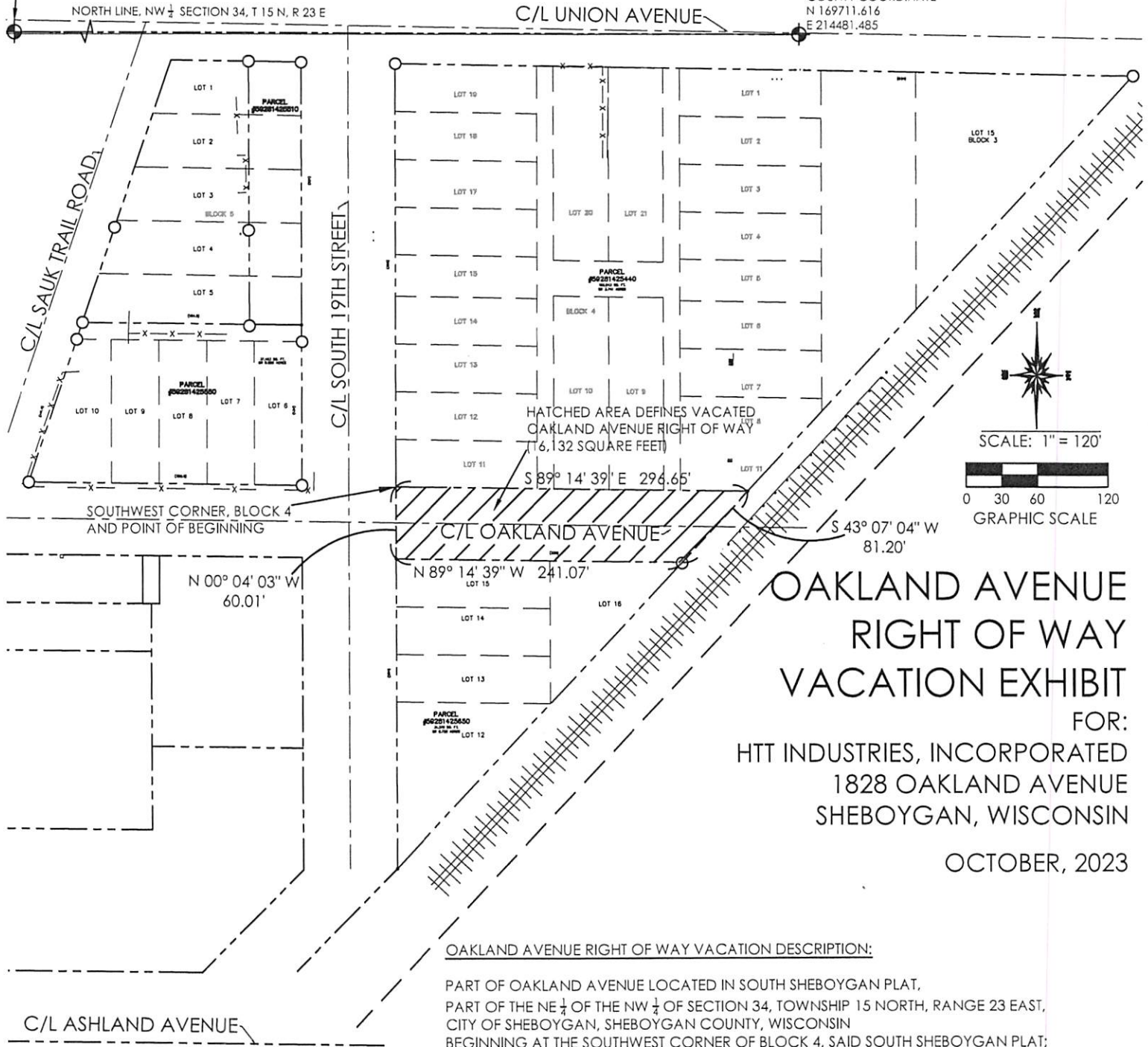


Item 25.

SITE DESIGN AND ENGINEERING, LLC
PO BOX 1067
WOODRUFF, WISCONSIN 54568
jbsitedesign1@gmail.com
(920) 207-8977

NORTH 1/4 CORNER
SECTION 34, T 15 N, R 23 E
COUNTY COORDINATE
N 169711.616
E 214481.485

NW 1/4 CORNER
SECTION 34, T 15 N, R 23 E
COUNTY COORDINATE
N 169719.298
E 211826.592



**OAKLAND AVENUE
RIGHT OF WAY
VACATION EXHIBIT**
FOR:
HTT INDUSTRIES, INCORPORATED
1828 OAKLAND AVENUE
SHEBOYGAN, WISCONSIN

OCTOBER, 2023

OAKLAND AVENUE RIGHT OF WAY VACATION DESCRIPTION:

PART OF OAKLAND AVENUE LOCATED IN SOUTH SHEBOYGAN PLAT,
PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 4, SAID SOUTH SHEBOYGAN PLAT;
THENCE S 89° 14' 39" E, 296.65 FEET TO ITS INTERSECTION OF THE WEST LINE OF UNION PACIFIC
RAILROAD RIGHT OF WAY; THENCE S 43° 07' 04" W, 81.20 FEET TO THE MONUMENTED SOUTH
LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF THE
UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE N 89° 14' 39" W, 241.07 FEET TO THE
MONUMENTED SOUTH LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF
THE EAST LINE OF SOUTH 19th STREET RIGHT OF WAY; THENCE N 00° 04' 03" W, 60.01 FEET
POINT OF BEGINNING FOR A VACATION AREA OF 16,132 SQUARE FEET MORE OR LESS.

**CITY OF SHEBOYGAN
RESOLUTION 94-23-24**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with TRC Environmental Corporation for geotechnical investigation services for the portion of the SouthPointe Enterprise Campus at the southwest corner of Stahl Road and South Taylor Drive.

WHEREAS, as part of a potential sale of property in the SouthPointe Enterprise Campus related to proposed future development, geotechnical investigation services are needed to determine the nature and suitability of the site for the proposed development; and

WHEREAS, TRC Environmental Corporation has previously done wetland delineation work on the site and other work in the Campus; and

WHEREAS, DPW staff is requesting that Common Council approve a proposal submitted by TRC Environmental Corporation for geotechnical investigation services; and

WHEREAS, DPW staff is requesting suspension of the rules so work can begin quickly to accommodate the possibility of a sale of the property and the start of potential construction on a short timeframe.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is hereby authorized to enter into the attached agreement with TRC Environmental Corporation.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in an amount not to exceed \$53,500.00 from Acct. No. 418660-531100 (TID 18 Fund – TID 18 – Contracted Services) for the work.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

October 24, 2023

Ryan J. Sazama, P.E. AIA
City Engineer
City of Sheboygan
Department of Public Works, Engineering Division
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

Reference: Revised Proposal for Geotechnical Investigation for SouthPointe Enterprise Industrial Park on the SW Corner of Stahl Road & South Taylor Drive, Wilson Township, Wisconsin 53081
TRC Proposal No. 572889.9990

Dear Ryan:

This letter presents TRC's proposal to assist the City of Sheboygan with preliminary geotechnical evaluation for SouthPointe Enterprise Industrial Park on the southwest corner of Stahl Road and South Taylor Drive, Wilson Township, Wisconsin project prior to purchase. The enclosed Work Authorization was developed in response to your request following our discussion in October 2023. The proposed scope of services is described in the attached Work Authorization.

The enclosed revised work authorization contains a change to the project assumptions, regarding surveying locations and elevations at the boring locations, as requested by the City of Sheboygan.

We are pleased to offer this assistance to the City of Sheboygan and look forward to working together to evaluate the property prior to purchase to make it a successful development. Please contact me at 608.215.8696 if you would like to discuss any aspect of our proposal.

Sincerely,

TRC



Alex Javes, PE
Senior Geotechnical Engineer

Attachments: Work Authorization, Rate Schedule, and Terms and Conditions

cc: Josie Emerson, TRC



WORK AUTHORIZATION

Item 26.

TRC Environmental Corporation
999 Fourier Dr., Suite 101
Madison, WI 53717
Main 608.826.3600

Date:	October 24, 2023	Client Number:	125537
To:	Ryan J. Sazama, P.E. AIA City Engineer City of Sheboygan (Client) 2026 New Jersey Avenue Sheboygan, Wisconsin 53081		
Project Name:	SouthPointe Enterprise Industrial Park		
Facility Location:	SW corner of Stahl Road & South Taylor Drive, Wilson Township, Wisconsin 53081		
TRC Proposal Number:	572889.9990	TRC Project Number:	

The Agreement consists of the following documents:

- (a) This Work Authorization Form
- (b) Scope of Services described below
- (c) Rate Schedule (attached)
- (d) TRC Terms and Conditions (attached)

Schedule:

Approximate Start Date: November 2023
Approximate Completion Date: December 2023

Basis for Payment:

Time-and-Expenses

Summary of Scope of Services

Description	Total Estimated Cost
Task 1. Geotechnical Investigation	\$53,500

Background

TRC Environmental Corporation (TRC) understands that the City of Sheboygan (Client) is seeking to acquire and redevelop an approximately 32-acre vacant property located on the southwest corner of Stahl Road and South Taylor Drive in Wilson Township, Wisconsin (the Site). The Site consists of agricultural farmland and the Client plans to redevelop the Site into an industrial development. TRC prepared this work authorization to provide the Client with an evaluation of the geotechnical conditions at the Site.

Scope of Services

Task 1. Geotechnical Investigation

TRC proposes to explore the soil conditions in the project area for the City of Sheboygan. TRC will provide assessment of subgrade conditions for the purpose of construction of the proposed industrial development.

A TRC representative will be on-site to document boring locations; classify soils and log soil borings; record field observations; and coordinate with subcontractors. TRC field staff will maintain scope,

schedule, and adjust the exploration to account for observed conditions. TRC will communicate recommended changes to the subsurface exploration from the field with the City of Sheboygan prior to changing the exploration program.

The following is a summary of actions that will be undertaken as part of this task:

- Prepare a boring location plan based boring locations and proposed site plan provided by the City of Sheboygan.
- Develop a site-specific health and safety plan for TRC personnel on-site during drilling.
- Conduct a utility search prior to field operations. TRC's drilling subcontractor will coordinate utility clearance using Wisconsin's One Call utility locator service to verify public utility locations within public right-of-way and easements where these utilities may enter the Site. Private utility location services are excluded from the scope of work, but can be provided at an additional cost, if requested and authorized.
- TRC's drilling subcontractor will perform a maximum of eighteen (18) soil borings within the proposed development area; locations for each boring will be directed by the City of Sheboygan and marked out in the field. TRC proposes six (6) soil borings to 10 feet in the proposed parking lot area and four (4) soil borings to 30 feet, six (6) soil borings to 50 feet and two (2) soil borings to 80 feet in the proposed building area. Soil borings will be advanced to the termination depth noted above or to auger refusal, whichever is encountered first. Rock coring can be provided for an additional cost if requested and authorized. Drilling and all field work will be completed in a maximum of seven (7), 10-hour days.
- Perform Standard Penetration Test (SPT) sampling at 2.5-foot spacings (center-to-center) to a depth of 15 feet and at 5-foot spacings below 15 feet to boring termination. Samples will be collected and retained by TRC. Collection of up to two (2) Shelby tubes are included in this scope of work. Shelby tubes will be collected if low-strength fine grained soils are encountered during drilling activities.
- Observe and record groundwater depths during drilling and immediately after.
- Collect up to two (2) bulk samples of soil between 1 and 5 feet below the ground surface for laboratory testing.
- Infill and restore soil boring holes to match existing grade. Soil borings will be backfilled and/or sealed in accordance with state requirements.
- Soil samples will be collected from boring locations and sent to TRC's Geotechnical Laboratory or a subcontracted laboratory. Testing will be used to characterize the engineering properties of the subsurface soils. TRC proposes the testing program in the following table. Changes to the number and/or depth of soil borings may change the recommended scope of the laboratory testing program. TRC will notify the City of Sheboygan if additional laboratory testing is recommended based on the observed subsurface conditions.

Proposed Geotechnical Laboratory Testing Program

Laboratory Test	ASTM	Test Quantity
Moisture Content	D2216	32
Sieve Analysis	D6913	8
Sieve & Hydrometer	D6913 & D422	3
P200 Wash	D1140	3
Atterberg Limits Test – Soil	D4318	12
Soil Corrosivity & Resistivity Suite	Various	2
Standard Proctor	D698	2
Unconfined Compressive Strength	D2166	2
Consolidation Test	D2435	1

- Following the field work and lab work, TRC will provide a concise working copy Geotechnical Report summarizing the subsurface exploration activity and subsurface conditions that will include the following items:
 - Description of the Site, including location and conditions at the time of field work, surface drainage, and site geology.
 - Site Location Map and Boring Location Map.
 - Seismic Site classifications.
 - Discussion of subsurface conditions encountered during field work.
 - Existing site conditions, including subsurface profile, groundwater conditions, and site-specific challenges, e.g., frost heave potential, expansive soil.
 - Preliminary recommendations for design infiltration rates of observed soils.
 - Boring logs identifying soil characteristics, classifications, sampling depths, blow counts, testing data, and groundwater depths.
 - A summary of laboratory testing results, including laboratory report forms.
 - Corrosivity concerns on buried steel and concrete.
 - Recommendations for allowable bearing capacities for the encountered soils as it relates to flatwork and shallow foundation systems, including estimates of settlement.
 - Recommendations for shallow foundations and alternative foundations, including deep foundation systems, if applicable.
 - Recommendations for the floor slab in the proposed structure; including base course thickness, moduli of subgrade reaction, and under slab drainage, if applicable.
 - Recommendations for design parameters and construction considerations for below grade walls or retaining walls. Lateral earth pressures, backfill, and drainage recommendations will be included.
 - General parking lot, loading dock, and sidewalk design and construction recommendations, including road cross section and material.

- Considerations for the encountered soils as it relates to foundation systems, for use of on-site soils for structural fill, and special design/construction considerations.
- Recommendations for site preparation and earthwork including backfill materials, compaction specifications and further testing for the foundations, subgrade, parking lot, trenches, and fill areas.
- Special design considerations and/or conditions that should be considered.
- TRC will deliver a Geotechnical Report in electronic format after compiling the field observations and characterizing subsurface conditions. TRC will submit a working copy report for review and comments to the City of Sheboygan. After one round of consolidated comments from the City of Sheboygan, TRC will submitting a final report signed by a Professional Engineer, licensed by the State of Wisconsin.

Geotechnical Assumptions

- Soil boring locations will be cleared and accessible by ATV-mounted or track-mounted drilling rigs and can be accessed from public roads without the need to clear trees, brush, snow, barriers, obstructions, or debris. If difficult access conditions are encountered, TRC will discuss with the City of Sheboygan to determine required modification to the exploration plan and the resulting schedule and cost implications.
- No matting or other mitigation will be required for preventing damage to existing ground conditions or facilitating drill rig access due to soft soil conditions. Although the drillers will attempt to minimize ground surface disturbance, it is anticipated that unavoidable damage to the Site caused by moving equipment onto and off of the Site during drilling operations will occur, such as rutting and vegetation disturbance. TRC will attempt to minimize crop damage, where present, through limiting points of ingress, egress and transition between borings. TRC will not be responsible for site restoration beyond backfilling of the boreholes. The proposed price assumes surface damage restoration and crop damage is the responsibility of the City of Sheboygan.
- Geotechnical field work can be performed in seven (7), 10-hour days by one TRC staff.
- It is assumed that property owners at boring locations will be notified before the geotechnical exploration. Site access will be coordinated by the City of Sheboygan.
- Travel costs were estimated assuming that the field staff will be mobilized from TRC's Madison, WI office.
- Although a public utility clearance is performed, private underground improvements may be damaged. If encountered, the City of Sheboygan will be responsible for damage to private underground improvements (e.g., drain tiles).
- Private utility clearance is not included within the scope of this investigation. A private utility clearance can be performed under a separate work authorization. The City of Sheboygan will provide TRC with available maps and information for buried utilities and other underground structures.
- Boring locations will be marked out in the field under the direction of the City of Sheboygan prior to the subsurface exploration.
- The City of Sheboygan will provide surveyed as-drilled boring locations and elevations of existing ground.
- TRC will retain all soil samples for a period of thirty (30) days from the submitted date of the Geotechnical Report, at which time they will be destroyed.

- No environmental impacts will be encountered during our subsurface exploration program.
- TRC will need to confirm the availability of its subcontractors once notice to proceed is issued. Subcontractor pricing is subject to review and modification after 60 days.
- Post submittal engineering is limited to 4 hours.

Schedule

TRC proposes the following schedule for completion of the Geotechnical Investigation:

TRC can begin work on the project immediately after receiving your notice to proceed (NTP). TRC will begin coordinating with drilling subcontractors with an earliest anticipated drilling start by early November, depending on TRC subcontractor availability. It is anticipated the field investigation will take a maximum of seven (7) days. Subsequent laboratory testing and reporting is anticipated to take 3 to 4 weeks from drilling completion.

Deliverables

- Geotechnical Report (Working Copy and Final).

General Budget Assumptions

In addition to the task specific assumptions provided in the sections above, TRC developed the budget for this Work Authorization based on the following assumptions:

- All on-site work will be performed in Level D personal protective equipment.
- Access to the Site will be provided by the Client. TRC will have timely, complete, an unobstructed access to the Site, as applicable to perform the scope of services.
- This proposal does not include preparation of a material handling plan for use during construction.
- Should the schedule be changed, or the project put on “hold,” by the Client, all costs incurred by TRC up to the notification of change or schedule or hold status will be billed to the Client. Additional fees that TRC may incur once the project has resumed will also be billed to the Client in addition to the above-quoted fee.
- No delays beyond TRC’s control will be encountered in performing the Scope of Services, such as unforeseen travel circumstances, inclement weather, poor air quality, and conditions deemed unsafe by TRC personnel, etc.
- This Work Authorization accounts for the currently known effects of the COVID-19 pandemic, but TRC cannot predict any different effects or requirements, such as impacts due to future governmental orders, CDC guidelines, or extended duration of the COVID-19 pandemic. TRC reserves the right to obtain relief from schedule or deliverable requirements due to a force majeure event in the event of further impacts to the work due to COVID-19 and reserves the right to receive compensation for increased PPE, social distancing, or other requirements that impact TRC’s costs.

Project Managers:

TRC
Alex Javes, P.E.

City of Sheboygan
Ryan J. Sazama, P.E. AIA

This Proposal is valid until November 10, 2023.



WORK AUTHORIZATION

Item 26.

Acceptance:

Authorization for TRC to commence work included in the Proposal constitutes acceptance of this Agreement. Acceptance can be made by signing in the place provided below or by receipt of written authorization from Client to TRC to commence work. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

APPROVED AND ACCEPTED AS OF THE DATE SHOWN BELOW:

TRC Environmental Corporation

City of Sheboygan

By: Douglas R. Genthe
Digitally signed by Douglas
R. Genthe
Date: 2023.10.24
14:12:48-05'00'
Signature

By: _____
Signature

Douglas R. Genthe, PE, BC.GE
Printed Name

Printed Name

TRC Vice President – Geo-Environmental
Engineering
Title

Title

October 24, 2023
Date

Date

TRC Environmental 2023 Rate Schedule

CODE	TRC LABOR CLASSIFICATION/CATEGORY	2023 HOURLY LABOR RATE
	Scientist/Engineer/Specialist, Technicians, and Project Support	
EV01	Level I	\$52
EV02	Level II	\$65
EV03	Level III	\$71
EV04	Level IV	\$78
EV05	Level V	\$86
EV06	Level VI	\$92
EV07	Level VII	\$101
EV08	Level VIII	\$107
	Project Scientist/Engineer/Specialist	
EV09	Level I	\$113
EV10	Level II	\$122
EV11	Level III	\$127
EV12	Level IV	\$135
	Senior Scientist/Engineer/Specialist	
EV13	Level I	\$142
EV14	Level II	\$148
EV15	Level III	\$155
EV16	Level IV	\$163
	Project/Technical Manager	
EV17	Level I	\$171
EV18	Level II	\$177
EV19	Level III	\$184
EV20	Level IV	\$193
	Program Manager/Senior Technical Manager	
EV21	Level I	\$200
EV22	Level II	\$210
EV23	Level III	\$216
EV24	Level IV	\$233
	Principal/Technical Director	
EV25	Level I	\$240
EV26	Level II	\$259
EV27	Level III	\$290
EV28	Level IV	\$333

- (1) A 10% Mark-up will be added to non-labor costs and expenses/ODCs. The Mark-up does not apply to equipment.
- (2) A 6% Communication/Digital Fee will be applied to labor charges in lieu of separate reimbursement for digital productivity solutions/applications, photocopying, report production, software usage, and postage costs. Digital solutions/applications include mobile and desktop applications for data collection, hosting, visualization, and automated workflows, excluding custom development as required on a per project basis.
- (3) Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.
- (4) TRC rates are subject to an annual calendar year escalation.
- (5) Invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.
- (6) A 2% fee will be applied to the invoice amount to cover Professional Liability and related insurance costs.
- (7) For Litigation or Litigation Support Services, please request a copy of our Standard Rates for Litigation Services



TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the work product, such as drawings, plans, specifications, reports, or other information (“**Deliverables**”), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
 - (iii) Reimbursable Expenses:
 - Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.
 - Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
 - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
 - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%.
 - Lodging and Meals. Lodging and meals will be charged either:
 - at cost plus 10%, or
 - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
 - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
 - (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
 - (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice.

Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.

- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("**Change Order**"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "**Force Majeure Event**" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.

- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a

disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.

- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 Definitions.
- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
 - (b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
 - (c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) "**Claims**" means all third party claims, lawsuits, demands, or actions.
- 9.2 TRC'S INDEMNITY OBLIGATIONS.
- (a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**
 - (b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.**
- 9.3 CLIENT'S INDEMNITY OBLIGATIONS. **CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.**
- 9.4 RISK OF LOSS TO THE WORK. **ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE**

THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.

- 9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.
- 9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.
- 10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.
- 10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 **Client's Separate Contractors.** The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

- 11.2 **Mutual Waiver of Consequential Damages.** Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 **Limitation of Liability.** To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- 12.1 **Ownership of Deliverables.** All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.
- 12.2 **Use of Deliverables.** Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 **Unauthorized Use of Deliverables.** Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 **Client's Safety Requirements.** Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 **Project Site Safety.** TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.
- 13.3 **Reporting of Incidents.** In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 **Termination for Default.** In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially

commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.

- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.
- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

- 16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 Signatures. The Proposal, any amendment to these Terms and Conditions, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.11 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:
 If to TRC, send to the attention of: the person signing the Proposal
 If to Client, send to the attention of: the recipient of the Proposal
 Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.
- 16.12 Remittance Information. TRC remittance information for making payments is as follows:

U.S. Postal Service:

TRC Lockbox
 PO Box 536282
 Pittsburgh PA 15253-5904

Overnight Packages:

TRC Lockbox
 Attn: 536282
 307 23rd Street Extension, Suite 950
 Pittsburgh, PA 15215
 877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name:	TRC Companies, Inc. – Concentration
Beneficiary Account Number:	2232037090
Bank Codes:	
ABA Number:	011500120 (Wires only)
Routing Number:	211170114 (ACH only)
Swift Code:	CTZIUS33
Bank Name:	Citizens Bank

Remittance Detail Email:	ARemitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
Contact Phone Number:	207-660-7222

**CITY OF SHEBOYGAN
RESOLUTION 87-23-24**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park pickleball courts, and authorizing a budget amendment.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Kiwanis Park pickleball courts (the "Project"); and

WHEREAS, the lowest bid of the three received was from Buteyn-Peterson Construction Company, Inc. for \$314,731.50; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement via the following budget amendment:

INCREASE:

Community Development Block Grant Fund – CDBG – Park/Rec Improvements
(Acct No. 260660-641700) \$270,000

Community Development Block Grant Fund – CDBG – Federal Housing/Economic Grant
(Acct No. 260-432710) \$270,000

Capital Projects Fund – Capital Recreation – Improvements other than Buildings
(Acct No. 400500-641100) \$ 44,731.50


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Buteyn-Peterson Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Kiwanis Park Improvements – Pickleball (Courts A Community Development Block Grant Public Facilities Project).***

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before June 23, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

1. None.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:


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- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 - Federal Requirements (not attached but incorporated by reference)
6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated October 10, 2023
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MAN

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

CONTRACTOR:

Buteyn-Peterson Construction Company, Inc.

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

Address for giving notices:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ____-23-24.

Address for giving notices:

City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:


By:

(signature)

Name,

Title: Charles C. Adams, City Attorney


Date: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2485-23R	Page:	1 of 2

**Kiwanis Park Improvements
Pickleball Courts**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	34
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
02 00 00	DEMOLITION	
02 10 00	Selective Demolition	2
11 00 00	EQUIPMENT	
11 68 00	Pickleball Court Posts and Nets	2

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2485-23R	Page:	2 of 2

SECTION	TITLE	Pages
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 05 00	Aggregate Base	3
32 10 00	Grading, Curb and Gutter, and Sidewalk	5
32 18 23	Court Surface	5
32 31 00	Fences and Gates	6



KIWANIS PARK IMPROVEMENTS PICKLEBALL COURTS

SEPTEMBER 2023

This is a detailed street map of Niagara Falls, New York. The map shows the Niagara River flowing through the center, with the city of Niagara Falls situated on the north bank. Major streets are labeled, including Erie Avenue, Ontario Avenue, and Niagara Avenue. A black arrow points to a specific location on Erie Avenue, near the intersection with Ontario Avenue. The map also shows the Niagara River, the Niagara Falls, and the surrounding city of Niagara Falls. The map is oriented with North at the top.

INDEX OF SHEETS		
<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	020PO	PROJECT OVERVIEW
4	030SC	SURVEY CONTROL
5-13	040CD 1-9	CONSTRUCTION DETAILS
14	110EC-1	EROSION CONTROL - NOTES
15	110EC-2	EROSION CONTROL DETAILS
16	120ES	EARTHWORK STAGING DETAIL
17	400PL	PLAN LAYOUT
18	600GP	GRADING PLAN
19	601PG-1	PAVING GRADES (TOP OF SUBGRADE)
20	601PG-2	PAVING GRADES (BINDER COURSE)
21	601PG-3	PAVING GRADES (FINISHED SURFACE)
22	700MO	MISCELLANEOUS QUANTITIES

[illegible]

TITLE SHEET

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/26/2023
Bid No.	2485-23R
Project Date	SEPTEMBER 2023
Sheet No.	1
Drawing No.	000CV-1

2485-23R Kiwanis Park - Pickleball Courts (#8738048)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/12/2023 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$18,000.00	\$18,000.00
	2	2	Site Grading	LS	1	\$22,700.00	\$22,700.00
	3	3	Construction Staking	LS	1	\$6,000.00	\$6,000.00
	4	4	Base Aggregate Dense 3/4-Inch	Tons	25	\$50.00	\$1,250.00
	5	5	Base Aggregate Dense 1 1/4-Inch	Tons	875	\$19.00	\$16,625.00
	6	6	Asphaltic Surface 1 3/4" Binder Course	Tons	180	\$150.18	\$27,032.40
	7	7	Asphaltic Surface 1 1/2" Surface Course	Tons	155	\$158.47	\$24,562.85
	8	8	Tack Coat	Gal	115	\$4.85	\$557.75
	9	9	Sawcut Control Joints and Armor	LF	518	\$30.00	\$15,540.00
	10	10	Concrete Sidewalk 4-Inch	SF	1175	\$6.50	\$7,637.50
	11	11	Surface Painting	SF	16464	\$1.75	\$28,812.00
	12	12	Court Striping	LF	1188	\$3.00	\$3,564.00
	13	13	Court Nets, Posts and Tie-Downs	Each	6	\$3,545.00	\$21,270.00
	14	14	8' Fencing (includes 4 Gates)	LF	700	\$103.00	\$72,100.00
	15	15	4' Fencing	LF	200	\$65.00	\$13,000.00
	16	16	Silt Fence	LF	1200	\$2.25	\$2,700.00
	17	17	Inlet Protection	Each	6	\$150.00	\$900.00
	18	18	Tracking Pad	Each	1	\$1,500.00	\$1,500.00
	19	19	Ditch Check	Each	1	\$200.00	\$200.00
	20	20	Salvaged Topsoil	SY	6000	\$3.50	\$21,000.00
	21	21	Hydro-Seed	SY	6000	\$1.63	\$9,780.00
Total							\$314,731.50

**CITY OF SHEBOYGAN
RESOLUTION 88-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2024, the County will distribute \$2,156,072 to local units of government, which includes \$637,980 to the City of Sheboygan during calendar year 2024, which is an increase of \$46,708 from 2023; and

WHEREAS, in 2024 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in the best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2024 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. PARTIES. The parties to the Agreement are the City of Sheboygan (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. The term of this Agreement is for calendar year 2024.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2024, pay to Municipality as a distribution of sales tax revenue, the sum of \$637,980.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully

cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

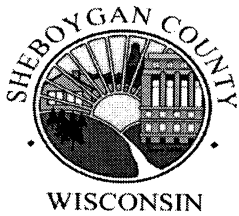
By: _____
Alayne Krause
Sheboygan County Administrator

Date Signed

By: _____
Vernon Koch
County Board Chair

Date Signed

S:\Finance\Administrative\Revenue Sharing Program\FY_2024\2024 Agreement.docx



Sheboygan County Shared Revenue Program

Item 28.

Budget Year 2024

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2023: \$ _____

Transportation Estimated Actual Expenditures for 2023: \$ _____

Transportation Budget Proposed 2024: \$ _____

County Shared Revenue: \$ _____

Per Intergovernmental Agreement Section 6.C. - is the County Shared Revenue increasing what would have otherwise been accomplished in 2024? (check one)

☐ Yes ☐ No ☐ Project is a multi-year project

Section Two - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project):*

Project(s) Description

Where: _____

What work will be done: _____

Project ID: _____

Total cost of Project: \$ _____

Anticipated start of Project: _____

Anticipated completion of Project: _____

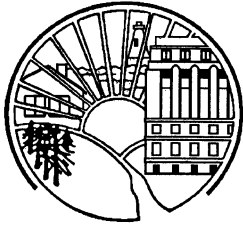
General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title



SHEBOYGAN COUNTY

Item 28.

Vernon Koch
Chairman of the Board

Alayne Krause
County Administrator

August 29, 2023

Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating \$2,156,072 for 2024. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2024 and September 2024.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1st. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Stephen Hatton, or County Transportation Director Bryan Olson.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Alayne Krause, County Administrator

Cc: Finance Director Stephen Hatton
Transportation Director Bryan Olson
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

**Sheboygan County Sales Tax Revenue Sharing with Municipalities
Budget Year 2024**

<u>MUNI NAME</u>	<u>2023 EQ VAL LESS TID</u>	<u>PERCENT</u>	<u>2024 BUDGET</u>	<u>2023 BUDGET</u>	<u>Change</u>
	<u>INCREMENT</u>		<u>ALLOCATION</u>	<u>ALLOCATION</u>	
GREENBUSH	219,043,000	1.59%	\$34,175	\$33,951	\$225
HERMAN	204,192,400	1.48%	\$31,858	\$29,421	\$2,437
HOLLAND	469,560,500	3.40%	\$73,261	\$68,598	\$4,663
LIMA	360,112,000	2.61%	\$56,185	\$51,733	\$4,452
LYNDON	276,216,900	2.00%	\$43,096	\$37,181	\$5,915
MITCHELL	179,273,800	1.30%	\$27,970	\$26,950	\$1,020
MOSEL	183,830,900	1.33%	\$28,681	\$27,694	\$988
TOWN OF PLYMOUTH	533,995,700	3.86%	\$83,315	\$78,726	\$4,589
RHINE	571,183,100	4.13%	\$89,117	\$80,398	\$8,718
RUSSELL	49,817,200	0.36%	\$7,773	\$7,494	\$279
SCOTT	233,001,300	1.69%	\$36,353	\$33,150	\$3,203
TOWN OF SHEBOYGAN	1,143,382,500	8.27%	\$178,392	\$168,341	\$10,051
TOWN OF SHEBOYGAN FALLS	299,177,000	2.16%	\$46,678	\$45,830	\$848
SHERMAN	211,473,400	1.53%	\$32,994	\$29,255	\$3,739
WILSON	685,894,200	4.96%	\$107,014	\$96,296	\$10,718
ADELL	46,850,900	0.34%	\$7,310	\$7,401	-\$92
CASCADE	62,910,300	0.46%	\$9,815	\$8,669	\$1,147
CEDAR GROVE	219,488,400	1.59%	\$34,245	\$31,174	\$3,071
ELKHART LAKE	398,327,100	2.88%	\$62,147	\$58,029	\$4,119
GLENBEULAH	49,274,000	0.36%	\$7,688	\$7,032	\$656
HOWARDS GROVE	389,590,800	2.82%	\$60,784	\$55,802	\$4,982
KOHLER	632,639,700	4.58%	\$98,705	\$87,796	\$10,909
OOSTBURG	302,791,300	2.19%	\$47,242	\$40,332	\$6,910
RANDOM LAKE	214,099,300	1.55%	\$33,404	\$32,479	\$925
WALDO	54,567,000	0.39%	\$8,514	\$7,594	\$920
PLYMOUTH	911,847,000	6.60%	\$142,267	\$131,237	\$11,030
SHEBOYGAN	4,089,066,700	29.59%	\$637,980	\$591,273	\$46,708
SHEBOYGAN FALLS	827,507,100	5.99%	\$129,108	\$123,613	\$5,496
COUNTY TOTAL	13,819,113,500	1.00	\$2,156,072	\$1,997,448	\$158,624

**CITY OF SHEBOYGAN
RESOLUTION 90-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems..

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Wis. Stat. § 256.35(9) “Joint Powers Agreement” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement – Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2024, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice, as required by Wis. Stat. § 256.35(9)(c).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS**

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Wis. Stat. § 256.35(9) “Joint Powers Agreement” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2024, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2024.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Wis. Stat. § 256.35(9)(c).

Dated this ____ day of _____, 2023.

SHEBOYGAN COUNTY

BY: _____
Cory L. Roeseler
Sheriff

Dated this ____ day of _____, 2023.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res.
No. ____ - 23 – 24.

**CITY OF SHEBOYGAN
RESOLUTION 91-23-24**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Premier Excavation LLC for the construction of the Butzen Sports Complex parking lot, and authorizing a budget amendment.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Butzen Sports Complex parking lot (the "Project"); and

WHEREAS, the lowest bid of the three received was from Premier Excavation LLC for \$391,134.52; and

WHEREAS, there are available unused debt proceeds from the 2023-2027 Capital Improvements Plan due to the Taylor Drive Lighting project no longer being completed allowing for the reallocation to this project; and

WHEREAS, there are also unused project funds related to the Butzen Property from 2020 within the Fund Balance of the Capital Projects Fund that can be utilized to fund the remaining amount needed to complete this project; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with Premier Excavation LLC for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement via the following budget amendment:

DECREASE:

Capital Projects Fund – Public Works – Other Equipment (Acct No. 400300-659100)	\$284,000.00
--	--------------

INCREASE:

Capital Projects Fund – Culture & Recreation – Improvements other than Buildings (Acct No. 400500-641100)	\$391,134.52
--	--------------

Capital Projects Fund – Capital Projects – Fund Equity Applied (Acct No. 400-493000)	\$107,134.52
---	--------------


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2484-23	Page:	1 of 7

**AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Premier Excavation, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Butzen Sports Complex – Parking Lot.***

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before June 28, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

1. None.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2484-23	Page:	2 of 7


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	2484-23	Page:	4 of 7

- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated October 10, 2023.
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2 pages.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2484-23	Page:	7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

CONTRACTOR:

Premier Excavation, LLC

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date:

Date:

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

Address for giving notices:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date:

Signatures authorized pursuant to Res. ____-23-24.

Address for giving notices:

City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:


By:

(signature)

Name,

Title: Charles C. Adams, City Attorney


Date:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2485-23R	Page:	1 of 2

**Kiwanis Park Improvements
Pickleball Courts**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	34
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
02 00 00	DEMOLITION	
02 10 00	Selective Demolition	2
11 00 00	EQUIPMENT	
11 68 00	Pickleball Court Posts and Nets	2

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2485-23R	Page:	2 of 2

SECTION	TITLE	Pages
31 00 00	EARTHWORK	
31 20 00	Excavation	3
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 05 00	Aggregate Base	3
32 10 00	Grading, Curb and Gutter, and Sidewalk	5
32 18 23	Court Surface	5
32 31 00	Fences and Gates	6

BID NUMBER: 2484-23

CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BUTZEN SPORTS COMPLEX PARKING LOT

OCTOBER 2023

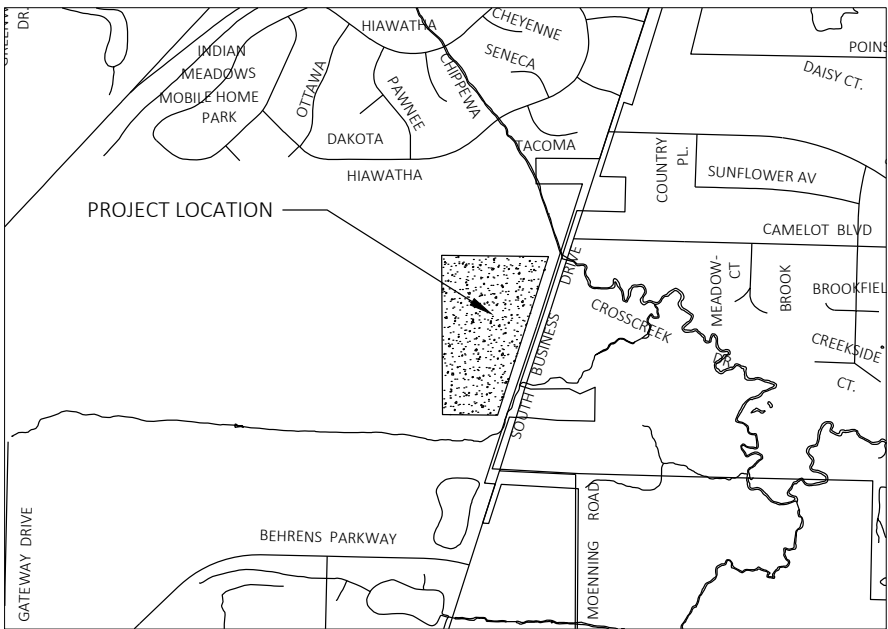


Revision Number	Revision Description	Drawn By	Date
1	Addendum 1	TJM	10/9/2023

BUTZEN SPORTS COMPLEX
PARKING LOT
TITLE SHEET

**CITY OF SHEBOYGAN
PUBLIC WORKS**
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081
Ryan Szama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/29/2023
Bid No.	2484-23
Project Date	OCTOBER 2023
Sheet No.	1
Drawing No.	000CV



NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5-11	040 D 1-7	CONSTRUCTION DETAILS
12	050 RD	REMOVAL DETAILS
13-15	110 EC 1-3	EROSION CONTROL DETAILS
16	110 EC-4	EROSION CONTROL NOTES
17	200 GP-1	LAYOUT INFORMATION (CURB AND PARKING LOT EDGES)
18	200 GP-2	LAYOUT INFORMATION (FENCE, RADIUS AND STRUCTURES)
19	201 GP	LAYOUT INFORMATION (NORTH END GRADING)
20	202 GP-1	LAYOUT INFORMATION (NE STOCKPILE LOCATION)
21	202 GP-2	LAYOUT INFORMATION (SW STOCKPILE LOCATION)
22	203 GP	LAYOUT INFORMATION TABLES
23	205 UP	UTILITY PLAN
24	205 UP-2	UTILITY PLAN - PROFILES
25	305 TC	TRAFFIC CONTROL
26	700 PM	PAVEMENT MARKING AND PERMANENT SIGNING

2484-23 Butzen Sports Complex - Parking Lot (#8747884)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/17/2023 10:00 AM CDT

						Premier Excavation LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$11,500.00	\$11,500.00
	2	2	Construction Staking	LS	1	\$999.00	\$999.00
	3	3	Traffic Control	LS	1	\$12,967.00	\$12,967.00
	4	4	Restoration and Repair of Alliant Energy Access Rd	LS	1	\$0.01	\$0.01
	5	5	Clearing and Grubbing	STA	3	\$1,500.00	\$4,500.00
	6	6	Excavation Common	CY	8200	\$4.90	\$40,180.00
	7	7	Base Aggregate Dense, 1 1/4-Inch	Tons	6075	\$18.85	\$114,513.75
	8	8	Asphaltic Surface (Driveways and Turn Lanes)	Tons	92	\$210.26	\$19,343.92
	9	9	Removing Inlet, Endwall and Pipe	Each	1	\$250.00	\$250.00
	10	10	Removing Curb and Gutter	LF	305	\$8.20	\$2,501.00
	11	11	Inlets, Type N1	Each	3	\$2,200.00	\$6,600.00
	12	12	Manhole, 4-FT Diameter	Each	1	\$3,700.00	\$3,700.00
	13	13	Inlet Frame and Grate	Each	2	\$1,556.39	\$3,112.78
	14	14	Inlet Cover Type C	Each	1	\$1,300.00	\$1,300.00
	15	15	Manhole Casting	Each	1	\$1,200.00	\$1,200.00
	16	16	PVC SS, 12-Inch	LF	9	\$106.00	\$954.00
	17	17	PVC SS, 15-Inch	LF	92	\$110.00	\$10,120.00
	18	18	PVC SS, 18-Inch	LF	48	\$112.00	\$5,376.00
	19	19	Apron Endwall, 15-inch	Each	1	\$1,000.00	\$1,000.00
	20	20	Apron Endwall, 18-Inch	Each	1	\$1,100.00	\$1,100.00
	21	21	PVC Sanitary Sewer, 8-Inch	LF	216	\$160.00	\$34,560.00
	22	22	Sanitary Manhole, 4-ft Dia	Each	1	\$4,700.00	\$4,700.00
	23	23	Sanitary Manhole Casting	Each	1	\$600.00	\$600.00
	24	24	Manhole Modifications (SA-2B-002)	LS	1	\$8,500.00	\$8,500.00
	25	25	Adjusting Sanitary Manhole (SA-2B-003)	LS	1	\$950.00	\$950.00
	26	26	6" PVC Watermain	LF	7	\$112.00	\$784.00
	27	27	8" PVC Watermain	LF	200	\$130.00	\$26,000.00
	28	28	Hydrant	Each	1	\$5,900.00	\$5,900.00

29	29 Relocate Existing Hydrant	Each	1	\$1,200.00	\$1,200.00
30	30 6" Gate Valve	Each	1	\$2,600.00	\$2,600.00
31	31 8" Gate Valve	Each	1	\$3,200.00	\$3,200.00
32	32 HMA Pavement (S. Business Dr)	Tons	15	\$326.18	\$4,892.70
33	33 Tack Coat	Gal	3	\$3.67	\$11.01
34	34 Concrete Curb and Gutter, 30-Inch	LF	360	\$40.68	\$14,644.80
35	35 Concrete Surface Drain	SY	10	\$10.50	\$105.00
36	36 Silt Fence and Maintenance	LF	1800	\$1.51	\$2,718.00
37	37 Tracking Pads	Each	2	\$750.00	\$1,500.00
38	38 Inlet Protection	Each	4	\$22.00	\$88.00
39	39 Salvaged Topsoil	SY	10300	\$0.80	\$8,240.00
40	40 Hydro-Seed	SY	10300	\$2.21	\$22,763.00
41	41 3-Rail Cedar Fence	LF	80	\$38.02	\$3,041.60
42	42 Sawing Concrete	LF	460	\$4.03	\$1,853.80
43	43 Moving Signs and Sign Posts	Each	2	\$100.00	\$200.00
44	44 Signs	SF	15	\$37.81	\$567.15
45	45 Sign Posts Tubular Steel, 11-FT	Each	2	\$149.00	\$298.00
Total					\$391,134.52

**CITY OF SHEBOYGAN
RESOLUTION 92-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and Trinity Evangelical Lutheran Church drafted on October 13, 2023, thereby authorizing the sale of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to sell the property, and the Director of Parking & Transit is authorized to complete the Real Estate Condition Report attached to the Offer to Purchase.

BE IT FURTHER RESOLVED: That Res. No. 46-23-24 submitting a previous version of an Offer to Purchase regarding City Parking Lot No. 3 shall be filed.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Approved by the Wisconsin Real Estate Examining Board
1-1-2021 (Optional Use Date) 2-1-2021 (Mandatory Use Date)

Rohde Dales LLP
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WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 13, 2023 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~
3 The Buyer, See Addendum A
4 offers to purchase the Property known as 821 Niagara Avenue (additional description on Addendum A)
5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the _____ City _____ of _____ Sheboygan _____, County
8 of _____ Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is Seventy-Eight Thousand, Four Hundred
10 _____ Dollars (\$78,400.00 _____).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: Electrical boxes
13 and utility meters, parking lamps, bushes and trees.
14 _____
15 _____
16 All personal property included in purchase price will be transferred by bill of sale or _____
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**
19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: City signs and parking meters
21 _____
22 _____
23 _____
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**
26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**
36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before November 2, 2023 _____ . Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.
39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.
42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
44 **CLOSING** This transaction is to be closed on December 20, 2023 _____
45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.
48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**
52 **EARNEST MONEY**
53 **EARNEST MONEY** of \$ _____ accompanies this Offer.
54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
55 **EARNEST MONEY** of \$ 5,000.00 _____ will be mailed, or commercially, electronically
56 or personally delivered within 10 _____ days (5 if left blank) after acceptance.

Property Address: 821 Niagara Avenue, Sheboygan, WI 53081

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57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
 58 title company of Seller's choice) [STRIKE THOSE NOT APPLICABLE]
 59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
 62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
 64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 86 occupancy; (4) date of closing; (5) contingency Deadlines [STRIKE AS APPLICABLE] and all other dates and Deadlines in
 87 this Offer except:

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
 89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
 93 ~~Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated~~
 94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
 95 offer by reference [COMPLETE DATE OR STRIKE AS APPLICABLE] and

96 will be completed by Seller and delivered to Buyer within 15 days of acceptance for review
 97 and approval

98 [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)]

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
 100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
 101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
 102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
 103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
 106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
 108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
 110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
 113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
 116 on the Property; LP tanks on the Property or any defects in such LP tanks.

114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
 126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
 165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
 167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
 173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
 176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
 177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
 178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
 180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

182 _____
 183 _____ [insert proposed use and type and
 184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
 186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
 188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
 191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
 192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
 194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
 195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
 197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
 199 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;
 200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
 201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
 202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
 204 providing" if neither is stricken) a _____ survey
 205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
 206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
 207 (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
 208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
 211 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
 212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
 214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
 215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
 217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
 219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
 220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
 221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
 222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
 223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
 226 Buyer within 30 days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

227 ☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
 228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
 229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
 231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll:

233 ☐ Other _____

234

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235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
 236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
 237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
 238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
 240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
 241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
 243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
 244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
 245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
 247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
 248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
 254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
 255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
 256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
 257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
 259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
 260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
 263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of
 265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
 269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
 - 272 (a) Seller delivers written notice that Seller will not cure; or
 - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
 275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
 276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
 277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
 278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
 279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
 280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
 282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
 283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
 284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
 285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
 286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
 288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
 289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
 290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
 291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359:**358 ☐ **FIXED-RATE FINANCING:** The annual rate of interest shall not exceed _____%.359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("4" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**
365 **contingency for that purpose:**366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of
383 unavailability.384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.404 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 4 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.411 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure:412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 20 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY:** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are Property is not leased

503 _____
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS:** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

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536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
 538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
 539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
 540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
 541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
 542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
 545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
 549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
 555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
 557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
 558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
 559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
 562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
 563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
 566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
 570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
- 573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
 575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
 576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
 578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
 580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
 581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
 582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
 583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
 586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
 589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
 591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
 592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
 593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

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594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
 595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
 597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
 598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
 600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
 601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
 603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
 604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
 605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
 606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
 608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
 609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
 611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
 612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
 613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
 614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
 615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
 618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
 619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
 652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
 653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
 654 result of the exchange.

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655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

662 ☐ (2) Fax: fax transmission of the document or written notice to the following number: _____

663 Seller: (_____) Buyer: (_____) _____

664 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 666 address at line 669 or 670.

667 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address:

669 Address for Seller: _____

670 Address for Buyer: _____

671 ☒ (5) Email: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: dmuench@shorelinemetro.com

673 Email Address for Buyer: zinkel@rohdedales.com and JLeibham@foley.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☒ **ADDENDA**: The attached Addendum A & Condition Report is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Attorney Ryan J. Zinkel, Rohde Dales LLP

678 Buyer Entity Name (if any): Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City

679 (x) _____
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

681 (x) _____
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
 683

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): City of Sheboygan

689 (x) Ryan Sorenson Mayor 11/2/23
 690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) _____
 692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] _____

694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE

SELLER: City of Sheboygan
 BUYER: Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin
 PROPERTY: 821 Niagara Avenue, Sheboygan, WI 53081

This "**Addendum**" supplements the terms and provisions set out in the preprinted Commercial Offer to Purchase dated October 13, 2023. and is an integral part thereof. In the event any terms and conditions set forth in the preprinted Commercial Offer to Purchase conflict with the terms and conditions of this Addendum, this Addendum shall control. The preprinted Commercial Offer to Purchase and this Addendum are collectively referred to herein as the "Offer."

Buyer. The Buyer is Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin.

Property. The Property is a paved/improved parking lot located at 821 Niagara Avenue in the City of Sheboygan, Sheboygan County, Wisconsin, 53081 and is also known as Parking Lot Number 3 of the City of Sheboygan and is known as tax parcel identification no. 59281107180.

City of Sheboygan Property Transfers. This Offer is contingent upon the parties agreeing to the additional land/alleys to be transferred at closing as part of this purchase. These areas may include the E/W alley to the South of the Property, a strip of land along the North side of the church playground and a strip of land along the East side of the church playground.

Approval by City of Sheboygan Common Council and City of Sheboygan Parking & Transit Commission. This Offer is contingent upon approval of the sale according to this Offer by the City of Sheboygan Common Council and the City of Sheboygan Parking & Transit Commission.

Approval of Voters Assembly. The officers of the Buyer acknowledge approval of the Offer to Purchase by them and confirm that the Bylaws of the corporation requires ratification and approval by the Voters' Assembly before consummation of the purchase can be accomplished. The officers of Buyer shall, within 30 days of acceptance, present the accepted Offer to Purchase to the Voters' Assembly of the Buyer for ratification and approval. If the Voters' Assembly of the Buyer rejects the ratification and approval of the Offer to Purchase, then Buyer shall give Seller written notice of the termination of this offer within 3 days of such rejection, in which case all earnest money shall be immediately returned to Buyer.

Agreement with Weill Center. This Offer is contingent upon Buyers entering into an agreement with Weill Center prior to Closing regarding ensuring access to their current loading docks and western access doors and a plan for parking of performance buses and trucks.

Brokers Representation. No broker, finder or other person has been retained by any party with respect to this transaction. As such, no fees or commissions are due and owing any person or entity as a result of this transaction.

Attorney Representation. Parties acknowledge that Attorney Ryan J. Zinkel and the law firm of Rohde Dales LLP represents Buyer in this transaction and Attorney Charles Adams, attorney for the City of Sheboygan represents the Seller in this transaction.

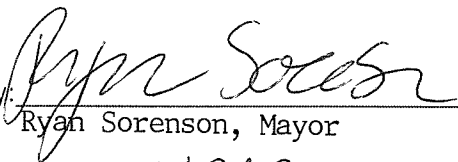
Drafting. The language and terminology herein have been negotiated between the parties and the interpretation of this Offer or any provision hereof shall not be construed against either party by virtue of such party drafting all or any portion hereof.

Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, upon execution and delivery as prescribed, shall be deemed an original for all purposes. In proving this Agreement, it shall be necessary to account for only one (1) such counterpart signed by the party to be charged.

Signatures. Signatures to this Agreement transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

SELLER:

City of Sheboygan

By: 
Ryan Sorenson, Mayor

Date: 11/2/23

Date: _____

BUYER:

Trinity Evangelical Lutheran Church of the
Analtered Augsburg Confession City of
Sheboygan, Sheboygan County, Wisconsin

By: _____

Date: _____

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 93-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2023 Annual Action Plan.

WHEREAS, the City of Sheboygan allocated \$270,000 of CDBG funding for Kiwanis Park Pickle Ball Courts and \$39,944 for Downtown Placemaking Lighting; and

WHEREAS, these projects will not begin until spring/summer of 2024; and

WHEREAS, the City will utilize program year 2024 CDBG funds to complete these projects; and

WHEREAS, the City intends to reprogram \$250,000 of CDBG funds to support Affordable Housing projects within the City.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of the Substantial Amendment to HUD to amend the 2023 program year Action Plan, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the City Administrator is designated as the authorized representative of the City to act in connection with the Substantial Amendment to the 2023 Action Plan and to provide such additional information as may be required.

BE IT FURTHER RESOLVED: That City staff is hereby authorized to take any and all steps necessary to effectuate this resolution.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

2023 ANNUAL ACTION PLAN

Community Development Block Grant Program,
U.S. Department of Housing and Urban Development (HUD)



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a designated entitlement jurisdiction, the City of Sheboygan receives an annual allocation of federal funding to assist in developing a more viable community. To achieve this goal, funds support projects that either provide decent, safe, sanitary housing that is both affordable and sustainable or that expand economic opportunities for low- and moderate-income persons. The 2023 Program Year represents year four of the City of Sheboygan's Five-Year Consolidated Plan (2020-2024), covering the planning period of April 1, 2023 to March 31, 2024. The 2023 Annual Action Plan serves as the City's official application to the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In alignment with its 2020-2024 Consolidated Plan, and guided by input from residents and community organizations, the City of Sheboygan will utilize CDBG funds to address the following priority needs in PY2023

- Maintaining and improving rental and owner-occupied housing stock
- Job creation through economic development activities that support new or expanding businesses
- Improvements to public facilities
- Supporting agencies addressing priority needs including homelessness, youth services, child care, and affordable housing
- Promoting homeownership

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City reviews quarterly progress reports throughout the program year. The reports are collected and compared to each program or project's written agreement, funding application, formal and informal communications and other publicly available information. City Development staff are also in consistent communication with the Department of Public Works on CDBG-funded public infrastructure projects to ensure all requirements are being met.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In anticipation of HUD's forthcoming notice of funding allocation, the City released the Notice of Funding Opportunity and Applicant Guide in late January. Targeted to nonprofits, the document educates potential applicants on various aspects of the program, walked through the online application process, and provided a preview of the application and quarterly report.

After official notification of the annual allocation amount was received, staff completed a threshold evaluation of received public service applications. City staff then communicated internally to determine potential projects falling outside the scope of public services. A resolution was then drafted with staff recommendations for allocation amounts which was introduced to the Finance and Personnel Committee at their public meeting on April 10th, 2023. After discussion, the Committee recorded its recommendations and sent the resolution to the Common Council for a vote on April 17th, 2023, which passed. Both meetings were posted publicly and residents were encouraged to comment on proposed allocations.

Following the Council's adoption of the resolution and the completion of the draft version of the Annual Action Plan, the City initiated a 30-day public comment period, which began on July 13th, 2023 and concluded on August 14th, 2023. A final public hearing was also held on August 2nd, 2023. Notice was published in the paper of record, the Sheboygan Press, and posted on the City's website and social media channels. Had any comments been received, the City would have considered and addressed them prior to submitting the Annual Action Plan to HUD for final approval.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

Annual Action Plan
2023

3

No comments were received.

7. Summary

The City of Sheboygan seeks and encourages resident feedback on the intended use of CDBG funds. Recognizing that there is always potential for increased engagement, the City continues to explore additional outreach efforts to ensure all residents- particularly the potential beneficiaries of CDBG funds- have the opportunity to be heard.

The recent rollout of Sheboygan's City Hall on Wheels is one way the City hopes to better engage residents. Deploying to meet citizens where they're at, both literally and figuratively, the van is wrapped in dry erase vinyl and will serve as both a public sounding board and as an office on wheels. In addition to gathering citizen feedback, the program will make it possible to bring a variety of services into Sheboygan's neighborhoods such as:

- assisting homeowners to obtain building permits,
- registering residents to vote,
- walking applicants through the housing rehab process
- allowing constituents to dispute citations, and
- the occasional basketball pick-up game or impromptu ice cream social.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SHEBOYGAN	Department of City Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Sheboygan's CDBG Program is administered by staff in the Department of City Development.

Consolidated Plan Public Contact Information

For matters concerning the City of Sheboygan's CDBG Program, please contact: Abby Block, Grant Coordinator, 828 Center Avenue, Suite 208, Sheboygan, WI 53081, (920) 459-3378, abby.block@sheboyganwi.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing its most recent Five-Year Consolidated Plan, the City of Sheboygan consulted a number of stakeholders. The process allowed staff to gain valuable insight on current trends affecting the low- to moderate-income population, to assess the needs of the organizations operating in that space, and to better coordinate services. Surveys, focus groups and targeted conversations with other City departments, nonprofits, housing providers, businesses, and additional government agencies provided vital information which was incorporated in the City's 2020-2024 Plan.

The priority needs and goals found in the 2023 Annual Action Plan are aligned with the City's current Consolidated Plan. Ongoing communication with stakeholders and participation in various activities have allowed the City to determine which needs to address with this year's CDBG allocation.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Sheboygan enhances coordination between public and private service providers and agencies through involvement with several organizations and initiatives addressing housing, health, mental health, and other community needs. To this end, City staff serves in various capacities, as listed below:

- Member | The Sheboygan County Housing Coalition, a collaborative effort bringing together more than 50 partner agencies
Co-Chair | Advocacy and Government Affairs Committee
- Member | Wisconsin Balance of State
- Member | Lakeshore CoC
- Committee Member | Habitat for Humanity Lakeside
- Liaison | Sheboygan's Neighborhood Associations
- Co-Founder and Leadership Team Member | Sheboygan Area Nonprofit Network
- Volunteer and Program Host | Big Brothers Big Sisters
- Host | Interdepartmental Neighborhood Revitalization monthly information and resource shares

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Service and funding coordination crucial to the City of Sheboygan's efforts to address the range of needs affecting the homeless population as a whole and the specific challenges encountered by the segments listed. The City's efforts include:

CoC Participation: The City actively participates in the local Lakeshore CoC, which serves as the collaborative body responsible for planning and delivering homeless services in the community. Participation allows the City to contribute to the group's decision-making, the allocation of resources, and its overall coordination efforts.

Service Provider Collaboration: The City collaborates with a number of service providers, including nonprofits and faith-based organizations to ensure delivery of services to homeless individuals and families.

Data Sharing and Analysis: The City collaborates with the CoC and service providers to collect and analyze data on homelessness. By identifying trends and measuring outcomes, the City and its partners are able to make better informed decisions resulting in improved strategies and more effective interventions.

Targeted Programs and Partnerships: The City continues to actively work with affordable housing developers to provide options for seniors, families, veterans, families with children and persons at risk. These efforts increase the availability of rental units obtainable by low- to moderate-income tenants and offer additional permanent housing options for homeless individuals and families.

Public Awareness and Education: Together with the CoC, the City works to raise public awareness about homelessness in order to dispel misconceptions and promote understanding and empathy.

Advocacy and Policy Development: The City engages in collaborative efforts to influence policies at the local, state, and national levels, advocating for increased resources, developing supportive legislation, and creating systemic change.

By coordinating with the CoC and other stakeholders, the City is able to leverage collective expertise, pool resources, and obtain solid data to enhance comprehensive and collaborative approaches to address the needs of the City's homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City's HUD entitlement allocation does not include ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Partners for Community Development
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Local affordable housing developer and management agency and CDBG subrecipient. City staff consults with Partners on an ongoing basis regarding affordable housing and issues facing would-be homebuyers.
2	Agency/Group/Organization	SALVATION ARMY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's only year-round emergency shelter for men, women and families and CDBG subrecipient. City staff communicates regularly regarding trends and urgent needs.
3	Agency/Group/Organization	LAKESHORE CAP, INC
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing-focused agency, Continuum of Care coordinating agency, and CDBG subrecipient. Staff communicates frequently to remain abreast of emergent issues.
4	Agency/Group/Organization	SHEBOYGAN TRANSIT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consults on a regular basis to assess community needs and address trends.

5	Agency/Group/Organization	Family Services Association of Sheboygan
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Subrecipient focused on preparing residents for homeownership, preventing eviction and tenant rights.
6	Agency/Group/Organization	HOUSING AUTHORITY OF THE CITY OF SHEBOYGAN
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Housing administrator consulted regularly for their expertise.
7	Agency/Group/Organization	FAMILY CONNECTIONS
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Child care assistance provider and subrecipient providing information on issues facing residents in need of care.
8	Agency/Group/Organization	Big Brothers/Big Sisters of Sheboygan County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mentoring organization and subrecipient consulted about issues facing youth.
9	Agency/Group/Organization	HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG subrecipient consulted for information on issues facing residents in the realm of housing.

Identify any Agency Types not consulted and provide rationale for not consulting

None

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lakeshore CAP	Please see above for information on coordination with CoC

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

None

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

A community needs survey was conducted in December of 2019 as part of the Consolidated Plan process. The survey was accessible to City of Sheboygan residents online and was distributed via email, with hard copies available upon request.

Citizen participation in the City's 2023 Annual Action Plan process began with the publication of the Notice of Funding Opportunity (NOFO) in the Sheboygan Press on January 29, 2023, and the posting of the same on the City's website and social media channels. Prior public service applicants and others who had previously expressed interest received the NOFO and Applicant Guide via email.

Notices soliciting public input at relevant committee and Common Council meetings were posted at City Hall and at Mead Public Library as well as published on the City's website, in its newsletter, on its online meeting portal and promoted on social media channels. All CDBG Public Hearings are held in buildings which allow equitable access for elderly and disabled persons.

The first Public Hearing for PY2023 was held on April 10, 2023 during the Finance and Personnel Committee's allocation meeting and a second was held on April 17, 2023 at the Common Council's meeting to debate and vote on allocation amounts. Following the completion of the draft of the Annual Action Plan, a public hearing was scheduled for August 2, 2023 and the 30-day public comment period commenced on July 13, 2023, concluding on August 14, 2023.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	<p>Non-English Speaking - Specify other language: Spanish and Hmong</p> <p>Non-targeted/broad community</p> <p>Nonprofit agencies</p>	The City received 12 applications - 10 public service and 2 housing organizations, 11 of which received preliminary approval in anticipation of HUD's certification	No comments received	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community Nonprofit agencies	The City received 12 applications - 10 public service and 2 housing organizations, 11 of which received preliminary approval in anticipation of HUD's certification	No comments received	No comments received	https://www.sheboyganwi.gov/cdbg-nofo-2023/
3	Public Meeting	Non-targeted/broad community Finance and Personnel meeting to discuss allocation recommendations	No one from the public attended	No comments received	No comments received	https://sheboyganwi.municodemeetings.com/bc-fpc/page/finance-and-personnel-committee-meeting-133

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community Common Council meeting to vote on proposed allocations	No one from the public participated	No comments received	No comments received	https://sheboygan-wi.municodemeetings.com/bc-commoncouncil/page/twenty-sixth-regular-common-council-meeting-0
6	Newspaper Ad	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community Notice of 30 day public comment period	No one from the public participated	No comments received	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Internet Outreach	<p>Non-English Speaking - Specify other language: Spanish and Hmong</p> <p>Non-targeted/broad community</p> <p>Notice of 30 day public comment period</p>	No one from the public participated	No comments received	No comments received	will update

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community Notice of Public hearing	No one from the public participated	No comments received	No comments received	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Sheboygan anticipates receiving \$865,297 in CDBG funding for 2023 to be spent on Public Service Activities, Housing-Related Activities, Economic Development, Public Facilities/Infrastructure, and Administration. Public Service Activities provide funding to area nonprofit agencies to assist individuals and households with a variety of needs. Economic Development projects primarily include providing funding to private businesses for the creation of jobs. Public Improvements refers to projects that enhance public facilities or infrastructure. Housing-related activities refers to projects that include the acquisition, relocation, demolition, rehabilitation, and/or reconstruction of housing units.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	865,297	150,000	496,940	1,512,237	0	Total reflects prior year resources stemming from Revolving Loan funds available for both Housing Rehabilitation loans and Business loans.

Annual Action Plan
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Table 5 - Expected Resources – Priority Table**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City has a goal of efficiently utilizing federal, state, local and private funds to maximize the number of households that can be assisted. The City of Sheboygan awards funding to subrecipients based on a variety of criteria which includes whether additional funding will be utilized in conjunction with any CDBG award. The investment of CDBG resources enables the City's partners, particularly public service agencies, to direct limited funds derived from fundraising or program fees to initiatives that are not CDBG-eligible. The City also leverages CDBG monies with use of revolving loan funds for both business development and housing rehabilitation.

The CDBG program does not include a match requirement.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City continues to market its publicly owned lands for the creation of affordable housing, actively working with developers to add much-needed affordable units to the City's housing stock, especially in situations that have funding gaps.

Discussion

None

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of existing homes	2020	2024	Affordable Housing	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing	CDBG: \$152,500	Rental units rehabilitated: 2 Household Housing Unit Homeowner Housing Rehabilitated: 14 Household Housing Unit
2	Increased home ownership opportunities	2020	2024	Affordable Housing Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Homeownership	CDBG: \$40,000	Direct Financial Assistance to Homebuyers: 15 Households Assisted Other: 225 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Youth Assistance Program	2020	2024	Non-Homeless Special Needs	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$16,400	Public service activities other than Low/Moderate Income Housing Benefit: 360 Persons Assisted
4	Child Care Assistance	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$3,350	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Community Facilities	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Infrastructure Public Facilities	CDBG: \$352,437	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted Businesses assisted: 25 Businesses Assisted
6	Economic Development	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Economic Development	CDBG: \$550,000	Jobs created/retained: 7 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Homelessness	2020	2024	Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$67,550	Tenant-based rental assistance / Rapid Rehousing: 725 Households Assisted Homeless Person Overnight Shelter: 156 Persons Assisted Homelessness Prevention: 150 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of existing homes
	Goal Description	
2	Goal Name	Increased home ownership opportunities
	Goal Description	
3	Goal Name	Youth Assistance Program
	Goal Description	
4	Goal Name	Child Care Assistance
	Goal Description	

5	Goal Name	Community Facilities
	Goal Description	
6	Goal Name	Economic Development
	Goal Description	
7	Goal Name	Homelessness
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

None

Projects

#	Project Name
1	HOUSING REHABILITATION
2	HOMEOWNERSHIP
3	YOUTH ASSISTANCE
4	CHILD CARE ASSISTANCE
5	PUBLIC FACILITIES
6	BUSINESS DEVELOPMENT LOANS
7	HOMELESS SERVICES
8	SECTION 108 REPAYMENT
9	PLANNING AND ADMINISTRATION
10	INCREASE THE NUMBER OF AFFORDABLE HOUSING UNITS

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Sheboygan identified and prioritized allocations based on communication with local organizations, citizen feedback and the input of professional staff, including discussions with the Department of Public Works, Parks and Forestry, and Building Inspection.

Obstacles to addressing needs affecting the City's underserved populations include:

- Insufficient funding levels
- Lack of awareness of the program and its services
- Capacity constraints due to staffing shortages within the City and its partner agencies

AP-38 Project Summary
Project Summary Information

1	Project Name	HOUSING REHABILITATION
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Preservation of existing homes
	Needs Addressed	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing Homeownership
	Funding	CDBG: \$152,500
	Description	Owner-occupied and renter-occupied housing rehab
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funding for home rehabilitation through the City's Housing Rehabilitation Loan Program and Habitat for Humanity Lakeside's Critical Repair Program
2	Project Name	HOMEOWNERSHIP
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Increased home ownership opportunities
	Needs Addressed	Homeownership
	Funding	CDBG: \$40,000
	Description	Funds provided will be used by Partners for Community Development to administer a first-time homebuyers' program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Down payment and/or closing cost assistance and housing-related counseling and/or referral services

3	Project Name	YOUTH ASSISTANCE
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Youth Assistance Program
	Needs Addressed	Public Services
	Funding	CDBG: \$16,400
	Description	Providing funding for the operation of Big Brothers Big Sisters WI Shoreline and Flawless Hoops
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Youth mentorship programs
4	Project Name	CHILD CARE ASSISTANCE
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Child Care Assistance
	Needs Addressed	Public Services
	Funding	CDBG: \$3,350
	Description	Providing funding for the Family Connections program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Assistance with child care costs
5	Project Name	PUBLIC FACILITIES
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District
	Goals Supported	Community Facilities

	Needs Addressed	Economic Development Public Infrastructure Public Facilities Public Services
	Funding	CDBG: \$102,437
	Description	Providing funding for transit services, park improvements and downtown placemaking
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Shoreline Metro transit services, installation of Pickle Ball courts at Kiwanis Park and lighting for the downtown
6	Project Name	BUSINESS DEVELOPMENT LOANS
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$550,000
	Description	Loans to new or expanding businesses
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
7	Planned Activities	Business loans
	Project Name	HOMELESS SERVICES
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Homelessness
	Needs Addressed	Public Services

	Funding	CDBG: \$67,550
	Description	Providing funding for the Salvation Army, Sheboygan County Interfaith Organization, Lakeshore CAP, Family Services Association and the Abode
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Emergency Shelter, Transitional Living, Rapid Rehousing, Rental Assistance, Credit Counseling and Eviction Prevention
8	Project Name	SECTION 108 REPAYMENT
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Goals Supported	Community Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$160,000
	Description	Annual repayment of Section 108 loan
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Repayment of Section 108 loan which provided the capital necessary to renovate the recently opened Uptown Social, a community center for active seniors.
9	Project Name	PLANNING AND ADMINISTRATION
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Goals Supported	
	Needs Addressed	

	Funding	CDBG: \$170,000
	Description	Costs related to operation the CDBG program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Staff salaries, planning and other administrative expenses
10	Project Name	INCREASE THE NUMBER OF AFFORDABLE HOUSING UNITS
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commercial Business District
	Goals Supported	Homelessness
	Needs Addressed	Access to Rental Housing, Maintain and Improve Rental Housing
	Funding	CDBG: \$250,000
	Description	Increase the number of affordable rental units
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	60 Household Housing Unit

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Sheboygan plans to spend up to 90% of CDBG funds in Low-to Moderate Income areas.

Geographic Distribution

Target Area	Percentage of Funds
BLOCK GRANT TARGET AREA, SHEBOYGAN	80
Downtown Central Commerical Business District	10
Eligible Census Tracts	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Rationale for the priorities for allocating investments geographically

The City's plans for 2023 activities will overwhelmingly benefit the City's low- to moderate-income residents. Funds will be used to address high priority needs across the City and are not necessarily targeted geographically. While the City of Sheboygan does not have any formal Neighborhood Revitalization Strategy Areas, funds are used to promote vibrant and healthy residential areas with affordable housing options and expanded economic opportunities. Most of the programs are operated on a city-wide basis. These programs may include client-based public service activities, as well as facility improvements within low-moderate income areas of the City.

Discussion

None

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	80
Non-Homeless	500
Special-Needs	20
Total	600

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	725
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	740

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Goals to be achieved through Public Service funding for agencies serving the homeless (Salvation Army, Sheboygan County Interfaith Organization, the Abode) and providing rental assistance (Lakeshore CAP) as well as supporting housing rehab services available through the City's Housing Rehab Loan program and Habitat for Humanity's Critical Home Repair Program.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The Sheboygan Housing Authority, an entity independent of the municipality, manages public housing within the City. City staff will continue to work with the SHA to assist Sheboygan's low-income households through frequent communication and resource sharing and maintaining active participation on the Housing Coalition, Lakeshore Continuum of Care and Wisconsin Balance of State.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Sheboygan Housing Authority partners with Family Service Association to educate tenants on budgeting and homeownership opportunities and refers interested individuals to the homebuyer programs offered by Habitat for Humanity and Partners for Community Development.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Sheboygan Housing Authority is not troubled.

Discussion

None

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City Development staff participate in the state's bi-annual Point in Time Counts and work in tandem with other departments by hosting monthly Interdepartmental Neighborhood Revitalization resource shares which include the Police Department, Parks and Forestry, Department of Public Works, Building Inspection and Code Enforcement, the City Attorney's Office, the Mayor, representatives from the local landlord association and Sheboygan County Health and Human Services.

Addressing the emergency shelter and transitional housing needs of homeless persons

One of the goals of the City's Five-Year Consolidated plan is to reduce homelessness. The City has allocated 2023 CDBG funds to support programs that assist the homeless population including the Salvation Army, the Abode, Sheboygan County Interfaith Organization, and Lakeshore CAP.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City has allocated funding to Lakeshore CAP and Partners for Community Development to assist in the transition from homelessness and emergency shelter to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City is allocating funds to Lakeshore CAP and Family Services Association for the provision of

programs that help prevent homelessness.

Discussion

The City is active in the realm of homelessness services and prevention. In addition to the Lakeshore CoC and Balance of State, staff sit on the Housing Coalition, made up of approximately 50 agencies, co-chairs its Government and Advocacy Committee and hosts the Coalition's monthly meetings at City Hall and via Zoom. Staff sit on Habitat for Humanity's Rock the Block committee and co-founded the Sheboygan Area Nonprofit Network, still serving as a leadership team member for that organization.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Like many municipalities throughout Wisconsin and across the United States, the City of Sheboygan continues to confront challenges in housing. In April of 2021, the City completed an Affordable Housing Market Study to better understand the need for additional affordable units. The study presents the following findings:

- 1) there is a growing senior population and a lack of independent and assisted living options;
- 2) there is a significant demand for the addition of both affordable and market-rate rental housing;
- 3) there is demonstrated need for new single-family homes; and
- 4) additional funding mechanisms from both State and Federal Programs need to be explored.

Obstacles to ensuring equitable access to decent, affordably-priced housing include aging stock, little opportunity to expand the jurisdictional footprint, discriminatory practices, current zoning restrictions, and the increasing popularity of short-term rentals.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City does not currently use CDBG funds for the development of affordable housing. However, the City leverages other mechanisms, including TIF and ARPA funds to assist with the development of affordable units. The City will continue seeking new financial resources to enhance those that currently exist and will aggressively pursue opportunities to add units to its housing stock.

The City is also exploring changes in zoning ordinance to allow for things like accessory dwelling units, increased density, reduction in parking requirements and incentivized or imposed affordable unit requirements for new developments.

Ensuring all current and hopeful Sheboygan residents have equitable access to housing remains a focus for the City. To that end, the City hosts a comprehensive landlord training program twice each year. Presented by City staff from Development, Building Inspection, Code Enforcement and the Police Department as well as local legal experts, this proactive initiative educates landlords and property managers on their rights and responsibilities in order to prevent housing discrimination and foster equitable housing practices. Covered topics include fair housing laws, prohibited practices, reasonable accommodations, screening and application processes, handling tenant disputes, and promoting inclusive housing environments.

In addition, the City will leverage its strong digital presence and robust follower engagement to better

educate residents on a variety of fair housing topics. Utilizing the website, newsletter, and social media channels will allow the information to reach a larger and more diverse segment of Sheboygan residents than the City's current public information efforts.

Finally, the City has earmarked administrative funds of up to \$2,500 for use on fair housing activities.

Discussion:

None

AP-85 Other Actions – 91.220(k)

Introduction:

None

Actions planned to address obstacles to meeting underserved needs

One of the greatest challenges in meeting the needs of underserved persons is having limited financial resources. The City will continue to encourage the development of affordable apartment projects for extremely low- and low-income households. Such developments would provide permanent housing opportunities for homeless persons and increase the availability of low-cost rental units to assist those who are rent burdened or severely rent burdened. The City will also continue allocating a portion of its annual CDBG funds to support public service agencies that address the special needs of the underserved, including the homeless, those at risk of homelessness, youth, seniors, female-headed households, victims of domestic violence, and the disabled.

Actions planned to foster and maintain affordable housing

Increasing and improving affordable housing is identified as a Priority in the Con Plan and the City remains committed to preserving and improving its current housing stock and to adding additional units of rental and owner-occupied housing and is willing to creatively explore options for accomplishing the same.

Actions planned to reduce lead-based paint hazards

The City will continue to:

- 1) incorporate lead-based paint hazard information in the City's Home Rehabilitation Program;
- 2) make printed information (HUD's pamphlet from the Office of Lead-Based Paint Abatement and Poisoning Prevention) available to the public at several locations, including City Hall
- 3) inform prospective home rehabilitation loan applicants during their initial interview about the potential hazards of lead-based paint and any abatement measures necessary to eliminate the hazard. If the applicant's home was built prior to 1978, City staff will coordinate an inspection of the dwelling to see if potential hazards exist as a result of the deterioration of lead-based paint. If children age seven or younger are present in the home, and if a potential hazard from lead-based paint is identified, City staff will advise the parents about screening their children for elevated levels of lead in the blood and follow

any prescribed abatement requirements resulting from the screening

Actions planned to reduce the number of poverty-level families

The City has established goals and policies designed to improve the local economy and reduce the level of poverty within the community. The City will continue to pursue the following programs and activities during FY 203-22, which are expected to help reduce the number of families at the poverty level:

- 1) Actively encouraging commercial and industrial development in order to increase local employment opportunities for residents and to better serve the business community.
- 2) Recruiting and retaining industry based upon its environmental impact, the number of jobs per acre provided, the percentage of jobs from entry level to executive level, and its ability to utilize the skills of the City's residents.
- 3) Cooperating with the State Employment and Development Department to research the job skills currently found in the community and giving special attention to attracting industries that utilize these skills.
- 4) Promoting affordable housing programs designed to assist primarily to extremely low-, low-, and moderate-income households within the community. A variety of housing assistance programs are available to help those in need of assistance, including renters, first-time homebuyers, existing homeowners, homeless persons, and persons at risk of homelessness.

Actions planned to develop institutional structure

The City will endeavor to improve communications with other local governmental agencies, as well as area non-profit organizations, in order to meet and address the needs of the community. For FY 2023-24, City staff will continue to collaborate internally, as well as with local advocacy groups and other County, State, and Federal organizations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will work to enhance coordination between public and private housing and social service agencies through improved communication with private housing developers, nonprofit organizations, and public agencies. Priority will be given to strengthening the network between the City and those agencies and groups that assist the homeless, persons threatened with homelessness, and persons with

special needs in order to improve the delivery of services to those households.

Discussion:

None

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

None

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

**CITY OF SHEBOYGAN
R. C. 119-23-24**

BY COMMITTEE OF THE WHOLE.

NOVEMBER 6, 2023.

Your Committee to whom was referred R. O. No. 51-23-24 by City Plan Commission to whom was referred DIRECT REFERRAL R. O. No. 45-23-24 by Finance Director submitting Capital Improvements Program (CIP) Requests for the years 2024-2028; recommends filing the R. O. and adopting the attached amended Capital Improvements Program.

Committee:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 51-23-24**

BY CITY PLAN COMMISSION.

OCTOBER 2, 2023.

Your Commission to whom was referred DIRECT REFERRAL R. O. No. 45-23-24 by Finance Director submitting Capital Improvements Program (CIP) Requests for the years 2024-2028; recommends referring the CIP requests to council.

**CITY OF SHEBOYGAN
DIRECT REFERRAL R. O. 45-23-24**

BY FINANCE DIRECTOR.

SEPTEMBER 26, 2023.

Submitting Capital Improvements Program (CIP) Requests for the years 2024-2028.

2024 - 2028 Capital Improvement Program List (Updated 10/23/23)

Item 33.

			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	<u>REVENUES</u>												
	Property Tax Levy												
	Police	1	\$350,000		\$318,000		\$435,000		\$419,000		\$500,000		\$2,022,000
	Street Improvement and Sidewalks	2	\$368,000		\$57,200		\$0		\$0		\$0		\$425,200
	General Government Projects	3	\$602,000		\$110,000		\$0		\$60,000		\$0		\$772,000
	Fire	4	\$328,677		\$42,210		\$98,321		\$152,695		\$53,863		\$675,766
	Park, Forest and Open Space Fund	5	\$505,000		\$150,000		\$200,000		\$250,000		\$250,000		\$1,355,000
	Park Impact Fee Fund	7	\$100,000		\$35,000		\$35,000		\$0		\$0		\$170,000
	Vehicle / Land Sales	8	\$77,000		\$51,000		\$97,000		\$62,000		\$75,000		\$362,000
	County / State / Federal Grants	9	\$11,641,400		\$2,396,800		\$2,620,000		\$6,180,000		\$50,000		\$22,888,200
	Other Municipality Contributions (County Sales Tax)	10	\$637,980		\$669,880		\$703,375		\$738,545		\$775,472		\$3,525,252
	G. O. Borrowed Funds	11	\$7,386,020		\$18,338,120		\$13,351,625		\$11,923,955		\$10,259,528		\$61,259,248
	Other Borrowed Funds	12	\$6,400,000		\$300,000		\$3,200,000		\$3,950,000		\$0		\$13,850,000
	Donations	13	\$850,000		\$0		\$0		\$0		\$0		\$850,000
	User Fees	14	\$6,304,800		\$2,575,000		\$2,765,000		\$5,947,500		\$28,300,000		\$45,892,300
	Special Assessment	15	\$100,000		\$100,000		\$100,000		\$100,000		\$100,000		\$500,000
	Vehicle Registration Fee	16	\$0		\$0		\$0		\$0		\$0		\$0
	Other/CDBG	17	\$0		\$0		\$0		\$0		\$0		\$0
	Fund Balance	18	\$7,513,188		\$8,819,188		\$4,745,688		\$2,738,000		\$2,191,000		\$26,007,064
	TOTAL REVENUE		\$43,164,065		\$33,962,398		\$28,351,009		\$32,521,695		\$42,554,863		\$180,554,030
	<u>EXPENDITURES</u>												
	Cable TV												
	2 TriCaster Replacement - Council Chamber		\$0	8,18	\$30,000		\$0		\$0		\$0		\$30,000
	3 Outside Broadcast (OB) Truck Replacement		\$0		\$0	8,18	\$50,000		\$0		\$0		\$50,000
	Total - Cable TV		\$0		\$30,000		\$50,000		\$0		\$0		\$80,000

2024 - 2028 Capital Improvement Program List (Updated 10/23/23)

Item 33.

			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Uptown Social												
4	Uptown Social - Gymnasium Construction	13	\$850,000		\$0		\$0		\$0		\$0		\$850,000
5	Uptown Social - Phase III Construction		\$0		\$0	11	\$745,000		\$0		\$0		\$745,000
	Total - Uptown Social		\$850,000		\$0		\$745,000		\$0		\$0		\$1,595,000
	Mead Public Library												
6	Exterior Wall Re-Caulking	3	\$150,000		\$0		\$0		\$0		\$0		\$150,000
7	Mead Public Library Roof Replacement		\$0	9, 11,18	\$1,000,000		\$0		\$0		\$0		\$1,000,000
	Total - Mead Public Library		\$150,000		\$1,000,000		\$0		\$0		\$0		\$1,150,000
	Parks & Forestry												
8	Dog Park Fencing	5	\$35,000	7	\$35,000	7	\$35,000		\$0		\$0		\$105,000
9	ADA Infrastructure Improvements - Citywide Program - Parks		\$0		\$0	11	\$250,000		\$0	11	\$250,000		\$500,000
10	Veterans Park Upgrades	5	\$270,000		\$0		\$0	18	\$300,000		\$0		\$570,000
11	Butzen Sports Complex Development	18	\$100,000	18	\$100,000	18	\$250,000	18	\$100,000	18	\$200,000		\$750,000
12	Urban Forestry Management Plan	5	\$200,000	5	\$150,000	5	\$200,000	5	\$150,000	5	\$200,000		\$900,000
13	Evergreen Park Bike Trails		\$0	9	\$50,000	9	\$50,000		\$0	9	\$50,000		\$150,000
14	Wildwood Softball Reconstruction		\$0	11	\$225,000		\$0		\$0		\$0		\$225,000
15	Park Road Reconstruction		\$0	11	\$250,000	11	\$400,000	11	\$75,000		\$0		\$725,000
16	Stonebrook Crossing Park Development		\$0		\$0		\$0	18	\$50,000		\$0		\$50,000
17	Maywood Environmental Center Building Repairs		\$0		\$0		\$0	5	\$100,000	5	\$50,000		\$150,000
	Total - Parks & Forestry		\$605,000		\$810,000		\$1,185,000		\$775,000		\$750,000		\$4,125,000
	City Buildings												
19	City Buildings - Harbor Centre Marina Master Plan	11	\$200,000	11	\$3,000,000	11	\$3,000,000		\$0		\$0		\$6,200,000
20	City Buildings - Building Maintenance/Improvements	3	\$172,000	11	\$3,700,000	11	\$650,000	11	\$5,582,000	11	\$550,000		\$10,654,000
22	City Buildings - Police Department - Building Maintenance/Improvements	3	\$80,000	11	\$420,000	11	\$300,000	11	\$600,000		\$0		\$1,400,000
24	City Buildings - Placemaking Lighting		\$0	12	\$300,000	18	\$100,000		\$0	11	\$585,000		\$985,000
27	ADA Infrastructure Improvements - Citywide Program - Buildings		\$0	11	\$250,000		\$0	11	\$250,000		\$0		\$500,000
	Total - City Buildings		\$452,000		\$7,670,000		\$4,050,000		\$6,432,000		\$1,135,000		\$19,739,000

2024 - 2028 Capital Improvement Program List (Updated 10/23/23)

													Item 33.
			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	City Development												
29	Comprehensive Plan and Zoning (General Government)	3	\$200,000	3,9	\$100,000		\$0		\$0		\$0		\$300,000
	Total - City Development		\$200,000		\$100,000		\$0		\$0		\$0		\$300,000
	Police												
31	Marked Vehicles - Sport Utility Vehicles	1,8	\$262,000	1,8	\$73,000	1,8	\$375,000	1,8	\$340,000	1,8	\$375,000		\$1,425,000
32	Portable Radios	1,8	\$52,000	1,8	\$55,000	1,8	\$58,000	1,8	\$61,000	1,8	\$65,000		\$291,000
33	Unmarked Vehicles	1,8	\$106,000	1,8	\$145,000	1,8	\$72,000	1,8	\$78,000	1,8	\$120,000		\$521,000
34	Squad Computers		\$0	1	\$90,000		\$0		\$0		\$0		\$90,000
35	Impound Area Improvements		\$0		\$0		\$0	11	\$1,000,000		\$0		\$1,000,000
	Total - Police		\$420,000		\$363,000		\$505,000		\$1,479,000		\$560,000		\$3,327,000
	Fire & EMS												
36	Ambulance Cot	4	\$25,000		\$0		\$0		\$0		\$0		\$25,000
37	Ambulance	4	\$263,477	18	\$402,000	8,18	\$430,000		\$0		\$0		\$1,095,477
38	Quint Engine	8,18	\$1,700,000		\$0		\$0		\$0		\$0		\$1,700,000
39	Station 3 Construction	11,18	\$6,000,000	11,18	\$6,000,000		\$0		\$0		\$0		\$12,000,000
40	Turnout Gear Replacement	4	\$40,200	4	\$42,210	4	\$44,321	4	\$46,537	4	\$48,863		\$222,131
41	Station 2 Remodel		\$0	11	\$2,500,000		\$0		\$0		\$0		\$2,500,000
42	Cardiac Monitors		\$0		\$0	8,11	\$240,000		\$0		\$0		\$240,000
43	JSM Secure Entry		\$0		\$0	4	\$49,000		\$0		\$0		\$49,000
44	Station 4 Remodel		\$0		\$0	11	\$600,000		\$0		\$0		\$600,000
45	Station Mattress Replacements		\$0		\$0	4	\$5,000	4	\$5,000	4	\$5,000		\$15,000
46	Command Vehicle		\$0		\$0		\$0	4,8	\$73,158		\$0		\$73,158
47	Plymovent Magnetic Strip		\$0		\$0		\$0	11	\$40,500		\$0		\$40,500
48	Rescue Boat		\$0		\$0		\$0	9	\$350,000		\$0		\$350,000
49	Station 1 Gear Racks		\$0		\$0		\$0	4	\$30,000		\$0		\$30,000
50	Station 1 Second Floor Remodel		\$0		\$0		\$0	18	\$588,000		\$0		\$588,000
51	Station 5 Roof and Remodel		\$0		\$0		\$0	11	\$325,000		\$0		\$325,000
52	Command-Cascade Unit		\$0		\$0		\$0		\$0	11	\$500,000		\$500,000
53	Portable Radios		\$0		\$0		\$0		\$0	18	\$250,000		\$250,000
	Total - Fire & EMS		\$8,028,677		\$8,944,210		\$1,368,321		\$1,458,195		\$803,863		\$20,603,266

2024 - 2028 Capital Improvement Program List (Updated 10/23/23)

													Item 33.
			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Streets												
55	Engineering Division - Washington Avenue-South Business Drive Signal Upgrades	2,9	\$60,000	2,9	\$572,000		\$0		\$0		\$0		\$632,000
56	Engineering Division - Bridge Maintenance Program	2	\$127,000	11	\$350,000	11	\$1,500,000		\$0		\$0		\$1,977,000
58	Engineering Division - Complete Street Improvements	10,11	\$3,900,000	10,11	\$4,100,000	10,11	\$4,600,000	10,11	\$4,050,000	10,11	\$7,900,000		\$24,550,000
60	Engineering Division - Sidewalk Repair / Replacement Program (Citywide)	15,18	\$200,000	15,18	\$200,000	15,18	\$200,000	15,18	\$200,000	15,18	\$200,000		\$1,000,000
61	Engineering Division - Storm Water Management Plan		\$0	11	\$250,000	11	\$250,000	11	\$250,000	11	\$250,000		\$1,000,000
62	Engineering Division - Calumet Drive Retaining Wall Repair	11	\$500,000		\$0		\$0		\$0		\$0		\$500,000
63	Engineering Division - Complete Streets Development	2,9	\$250,000		\$0		\$0		\$0		\$0		\$250,000
64	Engineering Division - Geele Pond Improvements		\$0		\$0		\$0		\$0	11	\$1,000,000		\$1,000,000
65	Engineering Division - North Bluffs Shoreline Stabilization	9	\$2,500,000		\$0		\$0		\$0		\$0		\$2,500,000
66	Engineering Division - South 11th Street Alley Repair	18	\$100,000		\$0		\$0		\$0		\$0		\$100,000
67	Engineering Division - St. Clair Parklet	2,9	\$150,000		\$0		\$0		\$0		\$0		\$150,000
68	Engineering Division - Taylor Drive-Kohler Memorial Drive Signal Updates	9,11	\$936,400		\$0		\$0		\$0		\$0		\$936,400
69	Engineering Division - Benchmark Modernization Program		\$0	18	\$231,000		\$0		\$0		\$0		\$231,000
70	Engineering Division - Taylor Drive-Wilgus Avenue Traffic Signal Upgrades		\$0	9,11	\$1,400,000		\$0		\$0		\$0		\$1,400,000
	Total - Streets		\$8,723,400		\$7,103,000		\$6,550,000		\$4,500,000		\$9,350,000		\$36,226,400
	Traffic Control												
71	Traffic Division - LED Street Lighting Upgrades	11	\$330,000	3,11	\$300,000	11	\$300,000	3,11	\$550,000		\$0		\$1,480,000
73	Traffic Division - Traffic Control Upgrade - Citywide		\$0	11	\$65,000		\$0		\$0		\$0		\$65,000
	Total - Traffic Control		\$330,000		\$365,000		\$300,000		\$550,000		\$0		\$1,545,000
	Information Technology												
75	IBMi Retirement - Software Acquisition	18	\$30,000		\$0		\$0		\$0		\$0		\$30,000
76	SINC Redundant Internet Connection		\$0	18	\$125,000		\$0		\$0		\$0		\$125,000
77	Data Center Refresh		\$0	18	\$50,000		\$0	18	\$50,000		\$0		\$100,000
	Total - Information Technology		\$30,000		\$175,000		\$0		\$50,000		\$0		\$255,000
	Motor Vehicle Fund												
79	Motor Vehicle - Vehicle Replacement	18	\$1,566,000	18	\$1,513,000	18	\$1,598,500	18	\$1,550,000	18	\$1,556,000		\$7,783,500
	Total - Motor Vehicle Fund		\$1,566,000		\$1,513,000		\$1,598,500		\$1,550,000		\$1,556,000		\$7,783,500

2024 - 2028 Capital Improvement Program List (Updated 10/23/23)

Item 33.

			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Parking Utility												
82	John Deere Pro Gator XUV	8,18	\$50,000		\$0		\$0		\$0		\$0		\$50,000
83	Riverfront Master Site Plan	2	\$60,000		\$0		\$0		\$0		\$0		\$60,000
84	Pickup Truck (Extended Cab)		\$0	8,18	\$50,000		\$0		\$0		\$0		\$50,000
85	Riverfront Parking Lots		\$0		\$0	11	\$750,000		\$0		\$0		\$750,000
86	One-Ton Dump Truck		\$0		\$0		\$0		\$0	8,18	\$100,000		\$100,000
	Total - Parking Utility		\$110,000		\$50,000		\$750,000		\$0		\$100,000		\$1,010,000
	Development Funds												
88	Gartman Farms Land Acquisition (Affordable Housing)	18	\$724,188	18	\$724,188	18	\$724,188		\$0		\$0		\$2,172,564
89	Gartman/Poth Farms Single Family Housing Development (Affordable Housing)		\$0	18	\$2,000,000	18	\$1,500,000		\$0		\$0		\$3,500,000
90	Commerce Street Reconstruction (TID 17)	12	\$3,000,000		\$0		\$0		\$0		\$0		\$3,000,000
90	Pedestrian Bridge Design Services (TID 17)	18	\$250,000	18	\$250,000		\$0		\$0		\$0		\$500,000
90	Indiana Avenue Trail Project (TID 17)		\$0		\$0	12	\$2,250,000		\$0		\$0		\$2,250,000
90	Indiana Avenue Gateway Entrance Signage (TID 17)		\$0		\$0		\$0	12	\$250,000		\$0		\$250,000
90	Pedestrian Bridge Construction (TID 17)		\$0		\$0		\$0	9,12	\$8,000,000		\$0		\$8,000,000
91	Taylor Drive Extension Construction (TID 18)	12	\$3,400,000		\$0		\$0		\$0		\$0		\$3,400,000
91	Stormwater Pond (TID 18)		\$0		\$0		\$0		\$0		\$0		\$0
91	Engineered Fill and Compaction (TID 18)		\$0		\$0		\$0		\$0		\$0		\$0
92	Sheboygan River - West Side Boardwalk Construction (TID 19)		\$0		\$0		\$0	12	\$1,000,000		\$0		\$1,000,000
93	Pennsylvania Avenue Streetscape Improvements (TID 20)		\$0		\$0	12	\$1,500,000		\$0		\$0		\$1,500,000
	Total - Development Funds		\$7,374,188		\$2,974,188		\$5,974,188		\$9,250,000		\$0		\$25,572,564
	Transit												
95	Paratransit Buses		\$0	9,11	\$290,000		\$0		\$0		\$0		\$290,000
96	Fixed Route Revenue Buses		\$0		\$0	9,11	\$2,450,000		\$0		\$0		\$2,450,000
	Total - Transit		\$0		\$290,000		\$2,450,000		\$0		\$0		\$2,740,000

2024 - 2028 Capital Improvement Program List (Updated 10/23/23)

Item 33.

			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Wastewater Utility												
98	Wastewater Division - Aeration Basin Upgrade	14	\$580,000		\$0		\$0		\$0		\$0		\$580,000
99	Wastewater Division - Administrative Building HVAC Upgrade	14	\$550,000		\$0		\$0		\$0		\$0		\$550,000
100	Wastewater Division - Bleach and Bisulfite Bulk Tank Replacement	14	\$504,800		\$0		\$0		\$0		\$0		\$504,800
101	Wastewater Division - Replace 2002 Chevy Pickup	14	\$50,000		\$0		\$0		\$0		\$0		\$50,000
102	Wastewater Division - Grit Removal System Modifications	14	\$125,000		\$0		\$0		\$0		\$0		\$125,000
103	Wastewater Division - Indiana Ave Pump Station Painting	9,14	\$100,000		\$0		\$0		\$0		\$0		\$100,000
104	Wastewater Division - South Lakeshore Interceptor Sewer Rehabilitation	9,14	\$11,000,000		\$0		\$0		\$0		\$0		\$11,000,000
105	Wastewater Division - Laboratory Upgrade	14	\$75,000	14	\$500,000		\$0		\$0		\$0		\$575,000
106	Wastewater Division - North Avenue Generator Set Replacement	14	\$40,000	14	\$150,000		\$0		\$0		\$0		\$190,000
107	Wastewater Division - Mini Storm Sewer Program	14	\$50,000	14	\$50,000	14	\$50,000	14	\$50,000	14	\$50,000		\$250,000
108	Sewer Line Reconstruction / Relining Program	14	\$1,000,000	14	\$1,000,000	14	\$1,000,000	14	\$1,000,000	14	\$1,000,000		\$5,000,000
109	Engineering Division - Sewer Televising and Manhole Inspection	14	\$250,000	14	\$250,000	14	\$250,000	14	\$250,000	14	\$250,000		\$1,250,000
110	Wastewater Division - Aeration Blower Number Four		\$0	14	\$375,000		\$0		\$0		\$0		\$375,000
111	Wastewater Division - Old Digester Area Revitalization Plan		\$0	14	\$50,000		\$0		\$0		\$0		\$50,000
112	Wastewater Division - Ferric Chloride Tank Replacement		\$0	14	\$150,000		\$0		\$0		\$0		\$150,000
113	Wastewater Division - Fine Screen System--Wet Well		\$0	14	\$50,000		\$0		\$0	14	\$2,000,000		\$2,050,000
114	Wastewater Division - Administrative Building Roof Replacement		\$0		\$0	14	\$550,000		\$0		\$0		\$550,000
115	Wastewater Division - Indiana Avenue Lift Station Wet Well Isolation Wall		\$0		\$0	14	\$75,000	9,14	\$600,000		\$0		\$675,000
116	Kentucky Avenue Lift Station Upgrades		\$0		\$0	9,14	\$400,000	9,14	\$3,000,000		\$0		\$3,400,000
117	Wastewater Division - Southside Interceptor		\$0		\$0	14	\$500,000	14	\$600,000	14	\$25,000,000		\$26,100,000
118	Wastewater Division - Replace Influent Building Roof & HVAC		\$0		\$0		\$0	14	\$850,000		\$0		\$850,000
119	Wastewater Division - VFD Installation - Influent Pumps 2, 3 and 4		\$0		\$0		\$0	14	\$127,500		\$0		\$127,500
	Total - Wastewater Utility		\$14,324,800		\$2,575,000		\$2,825,000		\$6,477,500		\$28,300,000		\$54,502,300

2024 - 2028 Capital Improvement Program List

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			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	<u>REVENUES</u>												
	Property Tax Levy												
	Police	1	\$350,000		\$318,000		\$435,000		\$419,000		\$500,000		\$2,022,000
	Street Improvement and Sidewalks	2	\$518,000		\$57,200		\$0		\$0		\$0		\$575,200
	General Government Projects	3	\$1,447,000		\$110,000		\$0		\$60,000		\$0		\$1,617,000
	Fire	4	\$328,677		\$42,210		\$98,321		\$152,695		\$53,863		\$675,766
	Park, Forest and Open Space Fund	5	\$505,000		\$150,000		\$200,000		\$250,000		\$250,000		\$1,355,000
	Park Impact Fee Fund	7	\$100,000		\$35,000		\$35,000		\$0		\$0		\$170,000
	Vehicle / Land Sales	8	\$77,000		\$51,000		\$97,000		\$62,000		\$75,000		\$362,000
	County / State / Federal Grants	9	\$12,241,400		\$1,896,800		\$2,620,000		\$6,180,000		\$50,000		\$22,988,200
	Other Municipality Contributions (County Sales Tax)	10	\$0		\$0		\$0		\$0		\$0		\$0
	G. O. Borrowed Funds	11	\$8,371,020		\$19,088,120		\$13,301,625		\$12,173,955		\$10,509,528		\$63,444,248
	Other Borrowed Funds	12	\$8,800,000		\$0		\$3,200,000		\$3,950,000		\$0		\$15,950,000
	Donations	13	\$0		\$0		\$0		\$0		\$0		\$0
	User Fees	14	\$6,792,780		\$3,094,880		\$3,318,375		\$6,536,045		\$28,925,472		\$48,667,552
	Special Assessment	15	\$0		\$0		\$0		\$0		\$0		\$0
	Vehicle Registration Fee	16	\$0		\$0		\$0		\$0		\$0		\$0
	Other/CDBG	17	\$0		\$0		\$0		\$0		\$0		\$0
	Fund Balance	18	\$7,813,188		\$8,819,188		\$4,745,688		\$2,738,000		\$2,191,000		\$26,307,064
	TOTAL REVENUE		\$47,344,065		\$33,662,398		\$28,051,009		\$32,521,695		\$42,554,863		\$184,134,030
	<u>EXPENDITURES</u>												
	Cable TV												
	2 TriCaster Replacement - Council Chamber		\$0	8,18	\$30,000		\$0		\$0		\$0		\$30,000
	3 Outside Broadcast (OB) Truck Replacement		\$0		\$0	8,18	\$50,000		\$0		\$0		\$50,000
	Total - Cable TV		\$0		\$30,000		\$50,000		\$0		\$0		\$80,000

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			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Uptown Social												
4	Uptown Social - Gymnasium Construction	3,9	\$850,000		\$0		\$0		\$0		\$0		\$850,000
5	Uptown Social - Phase III Construction		\$0		\$0	11	\$745,000		\$0		\$0		\$745,000
	Total - Uptown Social		\$850,000		\$0		\$745,000		\$0		\$0		\$1,595,000
	Mead Public Library												
6	Exterior Wall Re-Caulking	3	\$150,000		\$0		\$0		\$0		\$0		\$150,000
7	Mead Public Library Roof Replacement		\$0	11,18	\$1,000,000		\$0		\$0		\$0		\$1,000,000
	Total - Mead Public Library		\$150,000		\$1,000,000		\$0		\$0		\$0		\$1,150,000
	Parks & Forestry												
8	Dog Park Fencing	5	\$35,000	7	\$35,000	7	\$35,000		\$0		\$0		\$105,000
9	ADA Infrastructure Improvements - Citywide Program - Parks	11	\$250,000		\$0	11	\$250,000		\$0	11	\$250,000		\$750,000
10	Veterans Park Upgrades	5	\$270,000		\$0		\$0	18	\$300,000		\$0		\$570,000
11	Butzen Sports Complex Development	18	\$100,000	18	\$100,000	18	\$250,000	18	\$100,000	18	\$200,000		\$750,000
12	Urban Forestry Management Plan	5	\$200,000	5	\$150,000	5	\$200,000	5	\$150,000	5	\$200,000		\$900,000
13	Evergreen Park Bike Trails		\$0	9	\$50,000	9	\$50,000		\$0	9	\$50,000		\$150,000
14	Wildwood Softball Reconstruction		\$0	11	\$225,000		\$0		\$0		\$0		\$225,000
15	Park Road Reconstruction		\$0	11	\$250,000	11	\$400,000	11	\$75,000		\$0		\$725,000
16	Stonebrook Crossing Park Development		\$0		\$0		\$0	18	\$50,000		\$0		\$50,000
17	Maywood Environmental Center Building Repairs		\$0		\$0		\$0	5	\$100,000	5	\$50,000		\$150,000
	Total - Parks & Forestry		\$855,000		\$810,000		\$1,185,000		\$775,000		\$750,000		\$4,375,000
	City Buildings												
19	City Buildings - Harbor Centre Marina Master Plan	11	\$200,000	11	\$3,000,000	11	\$3,000,000		\$0		\$0		\$6,200,000
20	City Buildings - Building Maintenance/Improvements	3	\$172,000	11	\$3,700,000	11	\$650,000	11	\$5,582,000	11	\$550,000		\$10,654,000
22	City Buildings - Police Department - Building Maintenance/Improvements	3	\$310,000	11	\$420,000	11	\$300,000	11	\$600,000		\$0		\$1,630,000
24	City Buildings - Placemaking Lighting	3	\$300,000		\$0	18	\$100,000		\$0	11	\$585,000		\$985,000
27	ADA Infrastructure Improvements - Citywide Program - Buildings		\$0	11	\$250,000		\$0	11	\$250,000		\$0		\$500,000
	Total - City Buildings		\$982,000		\$7,370,000		\$4,050,000		\$6,432,000		\$1,135,000		\$19,969,000

2024 - 2028 Capital Improvement Program List													Item 33.
			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	City Development												
29	Comprehensive Plan and Zoning (General Government)	3	\$200,000	3,9	\$100,000		\$0		\$0		\$0		\$300,000
	Total - City Development		\$200,000		\$100,000		\$0		\$0		\$0		\$300,000
	Police												
31	Marked Vehicles - Sport Utility Vehicles	1,8	\$262,000	1,8	\$73,000	1,8	\$375,000	1,8	\$340,000	1,8	\$375,000		\$1,425,000
32	Portable Radios	1,8	\$52,000	1,8	\$55,000	1,8	\$58,000	1,8	\$61,000	1,8	\$65,000		\$291,000
33	Unmarked Vehicles	1,8	\$106,000	1,8	\$145,000	1,8	\$72,000	1,8	\$78,000	1,8	\$120,000		\$521,000
34	Squad Computers		\$0	1	\$90,000		\$0		\$0		\$0		\$90,000
35	Impound Area Improvements		\$0		\$0		\$0	11	\$1,000,000		\$0		\$1,000,000
	Total - Police		\$420,000		\$363,000		\$505,000		\$1,479,000		\$560,000		\$3,327,000
	Fire & EMS												
36	Ambulance Cot	4	\$25,000		\$0		\$0		\$0		\$0		\$25,000
37	Ambulance	4	\$263,477	18	\$402,000	8,18	\$430,000		\$0		\$0		\$1,095,477
38	Quint Engine	8,18	\$1,700,000		\$0		\$0		\$0		\$0		\$1,700,000
39	Station 3 Construction	11,18	\$6,000,000	11,18	\$6,000,000		\$0		\$0		\$0		\$12,000,000
40	Turnout Gear Replacement	4	\$40,200	4	\$42,210	4	\$44,321	4	\$46,537	4	\$48,863		\$222,131
41	Station 2 Remodel		\$0	11	\$2,500,000		\$0		\$0		\$0		\$2,500,000
42	Cardiac Monitors		\$0		\$0	8,11	\$240,000		\$0		\$0		\$240,000
43	JSM Secure Entry		\$0		\$0	4	\$49,000		\$0		\$0		\$49,000
44	Station 4 Remodel		\$0		\$0	11	\$600,000		\$0		\$0		\$600,000
45	Station Mattress Replacements		\$0		\$0	4	\$5,000	4	\$5,000	4	\$5,000		\$15,000
46	Command Vehicle		\$0		\$0		\$0	4,8	\$73,158		\$0		\$73,158
47	Plymovent Magnetic Strip		\$0		\$0		\$0	11	\$40,500		\$0		\$40,500
48	Rescue Boat		\$0		\$0		\$0	9	\$350,000		\$0		\$350,000
49	Station 1 Gear Racks		\$0		\$0		\$0	4	\$30,000		\$0		\$30,000
50	Station 1 Second Floor Remodel		\$0		\$0		\$0	18	\$588,000		\$0		\$588,000
51	Station 5 Roof and Remodel		\$0		\$0		\$0	11	\$325,000		\$0		\$325,000
52	Command-Cascade Unit		\$0		\$0		\$0		\$0	11	\$500,000		\$500,000
53	Portable Radios		\$0		\$0		\$0		\$0	18	\$250,000		\$250,000
	Total - Fire & EMS		\$8,028,677		\$8,944,210		\$1,368,321		\$1,458,195		\$803,863		\$20,603,266

2024 - 2028 Capital Improvement Program List													Item 33.
			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Streets												
55	Engineering Division - Washington Avenue-South Business Drive Signal Upgrades	2,9	\$60,000	2,9	\$572,000		\$0		\$0		\$0		\$632,000
56	Engineering Division - Bridge Maintenance Program	2	\$127,000	11	\$350,000	11	\$1,500,000		\$0		\$0		\$1,977,000
58	Engineering Division - Complete Street Improvements	11,14	\$3,900,000	11,14	\$4,100,000	11,14	\$4,600,000	11,14	\$4,050,000	11,14	\$7,900,000		\$24,550,000
60	Engineering Division - Sidewalk Repair / Replacement Program (Citywide)	14,18	\$200,000	14,18	\$200,000	14,18	\$200,000	14,18	\$200,000	14,18	\$200,000		\$1,000,000
61	Engineering Division - Storm Water Management Plan	11	\$250,000	11	\$250,000	11	\$250,000	11	\$250,000	11	\$250,000		\$1,250,000
62	Engineering Division - Calumet Drive Retaining Wall Repair	11	\$500,000		\$0		\$0		\$0		\$0		\$500,000
63	Engineering Division - Complete Streets Development	2,9	\$250,000		\$0		\$0		\$0		\$0		\$250,000
64	Engineering Division - Geele Pond Improvements	2	\$150,000		\$0		\$0		\$0	11	\$1,000,000		\$1,150,000
65	Engineering Division - North Bluffs Shoreline Stabilization	9	\$2,500,000		\$0		\$0		\$0		\$0		\$2,500,000
66	Engineering Division - South 11th Street Alley Repair	18	\$100,000		\$0		\$0		\$0		\$0		\$100,000
67	Engineering Division - St. Clair Parklet	2,9	\$150,000		\$0		\$0		\$0		\$0		\$150,000
68	Engineering Division - Taylor Drive-Kohler Memorial Drive Signal Updates	9,11	\$936,400		\$0		\$0		\$0		\$0		\$936,400
69	Engineering Division - Benchmark Modernization Program		\$0	18	\$231,000		\$0		\$0		\$0		\$231,000
70	Engineering Division - Taylor Drive-Wilgus Avenue Traffic Signal Upgrades		\$0	9,11	\$1,400,000		\$0		\$0		\$0		\$1,400,000
	Total - Streets		\$9,123,400		\$7,103,000		\$6,550,000		\$4,500,000		\$9,350,000		\$36,626,400
	Traffic Control												
71	Traffic Division - LED Street Lighting Upgrades	3,11	\$630,000	3,11	\$300,000		\$0	3,11	\$550,000		\$0		\$1,480,000
73	Traffic Division - Traffic Control Upgrade - Citywide		\$0	11	\$65,000		\$0		\$0		\$0		\$65,000
	Total - Traffic Control		\$630,000		\$365,000		\$0		\$550,000		\$0		\$1,545,000
	Information Technology												
75	IBMi Retirement - Software Acquisition	18	\$30,000		\$0		\$0		\$0		\$0		\$30,000
76	SINC Redundant Internet Connection		\$0	18	\$125,000		\$0		\$0		\$0		\$125,000
77	Data Center Refresh		\$0	18	\$50,000		\$0	18	\$50,000		\$0		\$100,000
	Total - Information Technology		\$30,000		\$175,000		\$0		\$50,000		\$0		\$255,000
	Motor Vehicle Fund												
79	Motor Vehicle - Vehicle Replacement	18	\$1,866,000	18	\$1,513,000	18	\$1,598,500	18	\$1,550,000	18	\$1,556,000		\$8,083,500
	Total - Motor Vehicle Fund		\$1,866,000		\$1,513,000		\$1,598,500		\$1,550,000		\$1,556,000		\$8,083,500

2024 - 2028 Capital Improvement Program List													Item 33.
			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Parking Utility												
82	John Deere Pro Gator XUV	8,18	\$50,000		\$0		\$0		\$0		\$0		\$50,000
83	Riverfront Master Site Plan	2	\$60,000		\$0		\$0		\$0		\$0		\$60,000
84	Pickup Truck (Extended Cab)		\$0	8,18	\$50,000		\$0		\$0		\$0		\$50,000
85	Riverfront Parking Lots		\$0		\$0	11	\$750,000		\$0		\$0		\$750,000
86	One-Ton Dump Truck		\$0		\$0		\$0		\$0	8,18	\$100,000		\$100,000
	Total - Parking Utility		\$110,000		\$50,000		\$750,000		\$0		\$100,000		\$1,010,000
	Development Funds												
88	Gartman Farms Land Acquisition (Affordable Housing)	18	\$724,188	18	\$724,188	18	\$724,188		\$0		\$0		\$2,172,564
89	Gartman/Poth Farms Single Family Housing Development (Affordable Housing)		\$0	18	\$2,000,000	18	\$1,500,000		\$0		\$0		\$3,500,000
90	Commerce Street Reconstruction (TID 17)	12	\$3,000,000		\$0		\$0		\$0		\$0		\$3,000,000
90	Pedestrian Bridge Design Services (TID 17)	18	\$250,000	18	\$250,000		\$0		\$0		\$0		\$500,000
90	Indiana Avenue Trail Project (TID 17)		\$0		\$0	12	\$2,250,000		\$0		\$0		\$2,250,000
90	Indiana Avenue Gateway Entrance Signage (TID 17)		\$0		\$0		\$0	12	\$250,000		\$0		\$250,000
90	Pedestrian Bridge Construction (TID 17)		\$0		\$0		\$0	9,12	\$8,000,000		\$0		\$8,000,000
91	Taylor Drive Extension Construction (TID 18)	12	\$3,400,000		\$0		\$0		\$0		\$0		\$3,400,000
91	Stormwater Pond (TID 18)	12	\$1,200,000		\$0		\$0		\$0		\$0		\$1,200,000
91	Engineered Fill and Compaction (TID 18)	12	\$1,200,000		\$0		\$0		\$0		\$0		\$1,200,000
92	Sheboygan River - West Side Boardwalk Construction (TID 19)		\$0		\$0		\$0	12	\$1,000,000		\$0		\$1,000,000
93	Pennsylvania Avenue Streetscape Improvements (TID 20)		\$0		\$0	12	\$1,500,000		\$0		\$0		\$1,500,000
	Total - Development Funds		\$9,774,188		\$2,974,188		\$5,974,188		\$9,250,000		\$0		\$27,972,564
	Transit												
95	Paratransit Buses		\$0	9,11	\$290,000		\$0		\$0		\$0		\$290,000
96	Fixed Route Revenue Buses		\$0		\$0	9,11	\$2,450,000		\$0		\$0		\$2,450,000
	Total - Transit		\$0		\$290,000		\$2,450,000		\$0		\$0		\$2,740,000

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			2024		2025		2026		2027		2028		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Wastewater Utility												
98	Wastewater Division - Aeration Basin Upgrade	14	\$580,000		\$0		\$0		\$0		\$0		\$580,000
99	Wastewater Division - Administrative Building HVAC Upgrade	14	\$550,000		\$0		\$0		\$0		\$0		\$550,000
100	Wastewater Division - Bleach and Bisulfite Bulk Tank Replacement	14	\$504,800		\$0		\$0		\$0		\$0		\$504,800
101	Wastewater Division - Replace 2002 Chevy Pickup	14	\$50,000		\$0		\$0		\$0		\$0		\$50,000
102	Wastewater Division - Grit Removal System Modifications	14	\$125,000		\$0		\$0		\$0		\$0		\$125,000
103	Wastewater Division - Indiana Ave Pump Station Painting	9,14	\$100,000		\$0		\$0		\$0		\$0		\$100,000
104	Wastewater Division - South Lakeshore Interceptor Sewer Rehabilitation	9,14	\$11,000,000		\$0		\$0		\$0		\$0		\$11,000,000
105	Wastewater Division - Laboratory Upgrade	14	\$75,000	14	\$500,000		\$0		\$0		\$0		\$575,000
106	Wastewater Division - North Avenue Generator Set Replacement	14	\$40,000	14	\$150,000		\$0		\$0		\$0		\$190,000
107	Wastewater Division - Mini Storm Sewer Program	14	\$50,000	14	\$50,000	14	\$50,000	14	\$50,000	14	\$50,000		\$250,000
108	Sewer Line Reconstruction / Relining Program	14	\$1,000,000	14	\$1,000,000	14	\$1,000,000	14	\$1,000,000	14	\$1,000,000		\$5,000,000
109	Engineering Division - Sewer Televising and Manhole Inspection	11	\$250,000	11	\$250,000	11	\$250,000	11	\$250,000	11	\$250,000		\$1,250,000
110	Wastewater Division - Aeration Blower Number Four		\$0	14	\$375,000		\$0		\$0		\$0		\$375,000
111	Wastewater Division - Old Digester Area Revitalization Plan		\$0	14	\$50,000		\$0		\$0		\$0		\$50,000
112	Wastewater Division - Ferric Chloride Tank Replacement		\$0	14	\$150,000		\$0		\$0		\$0		\$150,000
113	Wastewater Division - Fine Screen System--Wet Well		\$0	14	\$50,000		\$0		\$0	14	\$2,000,000		\$2,050,000
114	Wastewater Division - Administrative Building Roof Replacement		\$0		\$0	14	\$550,000		\$0		\$0		\$550,000
115	Wastewater Division - Indiana Avenue Lift Station Wet Well Isolation Wall		\$0		\$0	14	\$75,000	9,14	\$600,000		\$0		\$675,000
116	Kentucky Avenue Lift Station Upgrades		\$0		\$0	9,14	\$400,000	9,14	\$3,000,000		\$0		\$3,400,000
117	Wastewater Division - Southside Interceptor		\$0		\$0	14	\$500,000	14	\$600,000	14	\$25,000,000		\$26,100,000
118	Wastewater Division - Replace Influent Building Roof & HVAC		\$0		\$0		\$0	14	\$850,000		\$0		\$850,000
119	Wastewater Division - VFD Installation - Influent Pumps 2, 3 and 4		\$0		\$0		\$0	14	\$127,500		\$0		\$127,500
	Total - Wastewater Utility		\$14,324,800		\$2,575,000		\$2,825,000		\$6,477,500		\$28,300,000		\$54,502,300

CITY OF SHEBOYGAN
R. C. 118-23-24

BY COMMITTEE OF THE WHOLE.

NOVEMBER 6, 2023.

Your Committee to whom was referred Res. No. 73-23-24 by Alderpersons Mitchell and Filicky-Peneski establishing the 2024 Budget appropriations and the 2023 Tax Levy for use during the calendar year; recommends amending the Resolution to change the date listed for hearing to November 6, 2023 and adopting the amended Budget summary.

Committee:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
SUBSTITUTE RESOLUTION 73-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

OCTOBER 2, 2023.

A RESOLUTION establishing the 2024 Budget appropriations and the 2023 Tax Levy for use during the calendar year.

WHEREAS, Section 2-867 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year; and

WHEREAS, the Common Council committees have duly considered and discussed a budget for 2024 as proposed by the Finance Director; and

WHEREAS, a public hearing on the budget will be held on November 6, 2023 as required; and

WHEREAS, the 2024 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the following are hereby adopted as set forth in the attachment and established in the budget document by the Common Council of the City of Sheboygan:

Budgeted revenue estimates and expenditure appropriations for the year 2024 for the City's General Fund; Special Revenue Funds – Federal Grant, Cable TV, MEG Unit, Harbor Centre Marina, Tourism, Library, Community Development Block Grant, Affordable Housing, Redevelopment Authority, Special Assessment; Debt Service – G.O. Debt Service; Capital Improvement Funds – Capital Projects Fund, Industrial Park Fund, TID 16, TID 17, TID 18, TID 19, TID 20, Environmental TID I; Proprietary Funds – Wastewater, Stormwater, Recycling, Boat Facilities, Parking Utility, Transit; Internal Service Funds - Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology, Motor Vehicle; and Fiduciary Fund – Cemetery Perpetual Care

BE IT FURTHER RESOLVED: That the Personnel Schedule as presented in the 2024 Budget be approved.

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2024 Budget is \$27,128,455.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 73-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

OCTOBER 2, 2023.

A RESOLUTION establishing the 2024 Budget appropriations and the 2023 Tax Levy for use during the calendar year.

WHEREAS, Section 2-867 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year; and

WHEREAS, the Common Council committees have duly considered and discussed a budget for 2024 as proposed by the Finance Director; and

WHEREAS, a public hearing on the budget will be held on October 23, 2023 as required; and

WHEREAS, the 2024 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the following are hereby adopted as set forth in the attachment and established in the budget document by the Common Council of the City of Sheboygan:

Budgeted revenue estimates and expenditure appropriations for the year 2024 for the City's General Fund; Special Revenue Funds – Federal Grant, Cable TV, MEG Unit, Harbor Centre Marina, Tourism, Library, Community Development Block Grant, Affordable Housing, Redevelopment Authority, Special Assessment; Debt Service – G.O. Debt Service; Capital Improvement Funds – Capital Projects Fund, Industrial Park Fund, TID 16, TID 17, TID 18, TID 19, TID 20, Environmental TID I; Proprietary Funds – Wastewater, Stormwater, Recycling, Boat Facilities, Parking Utility, Transit; Internal Service Funds - Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology, Motor Vehicle; and Fiduciary Fund – Cemetery Perpetual Care

BE IT FURTHER RESOLVED: That the Personnel Schedule as presented in the 2024 Budget be approved.

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2024 Budget is \$27,128,455.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

2024 PROPOSED BUDGET SUMMARY (UPDATED 10-23-2023)

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds*	2024 Proposed*	2023 Estimated*	2022 Actual*	2021 Actual	
Revenue											Revenue
Taxes and Special Assessments	\$19,885,661	\$4,937,317	\$0	\$7,361,910	\$0	\$470,000	\$32,654,888	\$35,600,271	\$36,412,750	\$35,384,011	Taxes
Licenses and Permits	\$1,006,520	\$0	\$0	\$0	\$0	\$700	\$1,007,220	\$1,084,207	\$1,136,723	\$1,070,691	Licenses and Permits
Intergovernmental Revenue	\$17,208,439	\$1,636,828	\$0	\$4,293,953	\$0	\$3,191,326	\$26,330,546	\$22,302,179	\$35,041,708	\$21,522,985	Intergovernmental Revenue
Intergovernmental Charges for Services	\$637,320	\$0	\$0	\$0	\$0	\$10,915,931	\$11,553,251	\$11,884,902	\$11,758,762	\$11,611,496	Intergovernmental Charges for Services
Charges for Services	\$3,460,115	\$1,049,250	\$0	\$45,470	\$15,000	\$11,256,745	\$15,826,580	\$15,474,357	\$17,058,413	\$15,618,788	Charges for Services
Fines and Forfeitures	\$956,500	\$5,000	\$0	\$0	\$0	\$2,500	\$964,000	\$1,169,235	\$1,385,585	\$1,164,879	Fines and Forfeitures
Miscellaneous Revenue	\$381,310	\$448,500	\$26,113	\$980,030	\$15,500	\$8,533,833	\$10,385,286	\$1,629,904	\$424,099	\$4,206,618	Miscellaneous Revenue
Other Financing Sources	\$869,255	\$5,000	\$0	\$17,805,835	\$0	\$14,194	\$18,694,284	\$11,105,042	\$5,742,162	\$15,812,158	Other Financing Sources
Total Revenue	\$44,405,120	\$8,081,895	\$26,113	\$30,487,198	\$30,500	\$34,385,229	\$117,416,055	\$100,250,097	\$108,960,202	\$106,391,626	Total Revenue
Expenditures											Expenditures
General Government	\$6,154,610	\$392,402	\$0	\$372,000	\$0	\$9,137,405	\$16,056,417	\$29,326,030	\$25,664,328	\$15,138,487	General Government
Public Safety	\$25,251,064	\$56,717	\$0	\$8,528,677	\$0	\$0	\$33,836,458	\$25,585,913	\$24,419,498	\$23,706,156	Public Safety
Public Works	\$9,429,449	\$1,108,564	\$0	\$9,313,400	\$0	\$34,872,191	\$54,723,604	\$43,780,394	\$26,643,456	\$29,234,455	Public Works
Health and Human Services	\$243,834	\$0	\$0	\$0	\$15,000	\$0	\$258,834	\$247,966	\$196,000	\$219,294	Health and Human Services
Culture and Recreation	\$3,387,129	\$6,000,386	\$0	\$1,505,000	\$0	\$199,158	\$11,091,673	\$10,152,672	\$9,454,688	\$9,517,960	Culture and Recreation
Conservation and Development	\$429,188	\$1,583,826	\$0	\$12,457,219	\$0	\$0	\$14,470,233	\$9,729,190	\$10,573,651	\$7,776,456	Conservation and Development
Transfers and other expenses	\$1,178,606	\$0	\$4,933,830	\$0	\$15,500	\$0	\$6,127,936	\$5,495,297	\$4,169,279	\$12,381,300	Transfers and other expenses
Total Expenditures	\$46,073,880	\$9,141,895	\$4,933,830	\$32,176,296	\$30,500	\$44,208,754	\$136,565,155	\$124,317,462	\$101,120,900	\$97,974,108	Total Expenditures
Excess of revenues over (under) expenditures	-\$1,668,760	-\$1,060,000	-\$4,907,717	-\$1,689,098	\$0	-\$9,823,525	-\$19,149,100	-\$24,067,365	\$7,839,302	\$8,417,518	Excess of revenues over (under) expenditures
Net Property Tax Required	\$18,265,566	\$3,114,027	\$0	\$5,278,862	\$0	\$470,000	\$27,128,455	\$26,496,702	\$25,967,449	\$25,021,542	Net Property Tax Required
Equalized Valuation*							\$4,087,892,400	\$3,578,184,300	\$3,147,701,000	\$3,074,483,600	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							6.636	7.405	8.250	8.138	EQUALIZED TAX RATE

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024 (UPDATED 10-23-23)

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Communications Specialist/Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/License Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>1.00</u>
Total Office of the City Clerk	3.75	3.75	3.75	3.75	4.00
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Management Analyst	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist	0.00	1.00	1.00	1.00	1.00
Internal Auditor/Grant Accountant	1.00	1.00	1.00	1.00	1.00
Financial Reporting Analyst	1.00	1.00	1.00	1.00	1.00
Accounts Payable Associate	1.00	1.00	1.00	1.00	1.00
Accounts Receivable Associate	1.00	1.00	1.00	1.00	1.00
Purchasing Agent (County Contract Employee)	0.50	0.50	0.50	0.50	0.50
Accounting Associate	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Finance Department	7.50	8.50	8.50	8.50	8.50
Human Resources Department					
Director of Human Resources	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist*	1.00	0.00	0.00	0.00	0.00
Benefit Administrator/Analyst	1.00	0.00	0.00	0.00	0.00
HR Generalist	1.00	2.00	2.00	2.00	2.00
HR Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Human Resources Department	5.00	4.00	4.00	4.00	4.00
*Senior Payroll Specialist transferred from HR to Finance in 2021					
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Deputy City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney	0.40	0.40	0.40	0.40	1.00
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.40	4.40	4.40	4.40	5.00
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Assistant Municipal Court Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
PUBLIC SAFETY					
Police Department					
Chief of Police	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	5.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer (Includes School Resource Officers)	60.00	60.00	60.00	60.00	60.00
Office Manager	1.00	1.00	1.00	1.00	1.00
Communications & Electronics Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024 (UPDATED 10-23-23)

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Record Specialist Clerk	8.00	7.90	7.90	7.90	7.90
Time Agency Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Victim Services Coordinator	0.00	0.00	0.00	0.00	1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Police Department	104.00	103.90	103.90	103.90	105.90
Fire Department					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	2.00	2.00	2.00	2.00	2.00
Division Fire Chief	0.00	0.00	1.00	0.00	1.00
Battalion Chief	4.00	4.00	3.00	4.00	3.00
Fire Captain	3.00	3.00	3.00	3.00	6.00
Fire Lieutenant	12.00	12.00	12.00	12.00	9.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter/Paramedic	36.00	36.00	36.00	36.00	39.00
Admin Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	<u>0.50</u>	<u>0.625</u>	<u>0.625</u>	<u>0.625</u>	<u>0.625</u>
Total Fire Department	74.50	74.625	74.625	74.625	77.625
<i>*Ambulance Fund was combined into Fire Department during 2022</i>					
Building Inspection					
Building Inspector	2.00	2.00	2.00	2.00	2.00
Electrical Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing Inspector	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer - PT	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Permit Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00
PUBLIC WORKS					
Department of Public Works					
Administration					
Director Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Admin Coordinator	0.00	1.00	1.00	1.00	1.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	5.00	5.00	5.00	5.00
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer/Project Manager	2.00	2.00	2.00	2.00	2.00
Assistant Engineer/Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineer Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	8.00	8.00	8.00	8.00	8.00
Facilities and Traffic					
Facilities Superintendent	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Sign Shop	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	0.00	2.00	2.00	2.00	2.00
Journeyman Electrician	2.00	2.00	2.00	2.00	2.00
Maintenance Worker	4.00	1.00	1.00	1.00	1.00
Maintenance Worker - Sign Shop	3.00	3.00	3.00	3.00	3.00
Maintenance Worker - City Hall	1.00	0.00	0.00	0.00	0.00
Custodian II	0.00	1.00	1.00	1.00	1.00
Custodian I	0.00	1.00	2.00	2.00	2.00
Custodian I - PT	<u>0.00</u>	<u>0.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Facilities and Traffic	12.00	12.50	13.00	13.00	13.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024 (UPDATED 10-23-23)

	2021 <u>Actual</u>	2022 <u>Adopted</u>	2023 <u>Adopted</u>	2023 <u>Estimated</u>	2024 <u>Proposed</u>
Streets and Sanitation					
Streets & Sanitation Superintendent	1.00	1.00	1.00	1.00	1.00
Streets & Sanitation Supervisor	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
Foreman - Streets & Sanitation	0.00	2.00	2.00	2.00	2.00
Heavy Equipment Operator - Streets	4.00	4.00	4.00	4.00	4.00
Equipment Operator - Streets	2.00	2.00	4.00	4.00	4.00
Equipment Operator - Sewer	0.00	0.00	1.00	1.00	1.00
Equipment Operator - Sanitation	4.00	4.00	4.00	4.00	4.00
Maintenance Worker - Streets	16.00	16.00	14.00	14.00	14.00
Maintenance Worker - Sewer	<u>0.00</u>	<u>0.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Streets and Sanitation	29.00	31.00	35.00	35.00	35.00
Parks and Cemetery					
Parks & Forestry Superintendent	1.00	1.00	1.00	1.00	1.00
City Forester	1.00	1.00	1.00	1.00	1.00
Foreman - Parks	2.00	2.00	1.00	2.00	1.00
Heavy Equipment Operator - Parks	1.00	1.00	2.00	1.00	2.00
Equipment Operator - Parks	2.00	2.00	2.00	2.00	2.00
Arborist	3.00	3.00	3.00	3.00	3.00
Maintenance Worker - Parks	6.00	6.00	6.00	6.00	6.00
Cemetery Worker	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parks and Cemetery	17.00	17.00	17.00	17.00	17.00
Total Department of Public Works	70.00	73.50	78.00	78.00	78.00
CULTURE AND RECREATION					
Senior Services					
Uptown Social Director	1.00	1.00	1.00	1.00	1.00
Engagement Coordinator	1.00	1.00	1.00	1.00	1.00
Program & Wellness Coordinator	1.00	1.00	1.00	1.00	1.00
Custodian	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Senior Services	3.00	3.00	3.00	3.00	3.00
CONSERVATION AND DEVELOPMENT					
Planning and Development					
Planning & Development Director	1.00	1.00	1.00	1.00	1.00
Economic Development Deputy Director	0.00	0.00	0.00	0.00	1.00
Planning & Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	0.00	0.00	0.00
Program Assistant	0.00	1.00	1.00	1.00	1.00
Grant Coordinator	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	5.00	5.00	5.00	5.00	6.00
TOTAL GENERAL FUND	291.65	295.18	299.68	299.68	306.53
SPECIAL REVENUE FUND					
Mead Public Library					
Library Director	1.00	1.00	1.00	1.00	1.00
Administrative Services Manager	1.00	1.00	1.00	1.00	1.00
Public Services Manager	1.00	1.00	1.00	1.00	1.00
Support Services Manager	1.00	1.00	1.00	1.00	1.00
Librarian	9.00	9.00	9.00	9.00	9.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Cataloger	3.00	3.00	3.00	3.00	3.00
Public Safety Specialist	1.00	1.00	1.00	1.00	1.00
Security Monitor	0.00	0.00	0.00	0.00	0.50
Library Program Specialist	0.00	0.00	3.00	3.00	2.00
Library Assistant	9.25	9.25	6.50	6.50	8.50
Cleaner	2.00	1.50	1.00	1.00	1.50

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024 (UPDATED 10-23-23)

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Library Page	6.00	6.75	6.75	6.75	7.50
Total Mead Public Library	39.25	39.50	39.25	39.25	42.00
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	0.25	0.25	0.25	0.25	0.25
Total Cable Television	1.25	1.25	1.25	1.25	1.25
TOTAL SPECIAL REVENUE FUND	43.00	43.25	43.00	43.00	45.75
PROPRIETARY FUNDS					
Recycling Utility					
Foreman - Streets & Sanitation	1.00	1.00	1.00	1.00	1.00
Equipment Operator - Recycling	2.00	2.00	2.00	2.00	2.00
Total Recycling Utility	3.00	3.00	3.00	3.00	3.00
Transit Utility					
Director Parking/Transit	0.70	1.00	0.70	0.70	0.70
Operations Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	1.00	0.00	0.00	0.00	0.00
Maintenance Foreman	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	0.00	0.00	0.00
Safety & Training Coordinator	0.00	1.00	1.00	1.00	1.00
ADA & Paratransit Coordinator	0.00	1.00	1.00	1.00	1.00
Transit Coordinator I	3.00	3.00	2.25	2.25	2.00
Fixed Route Operator	28.00	17.60	19.00	19.00	28.00
Paratransit Operator	12.00	10.05	7.00	7.00	8.00
Hostler	0.00	0.00	0.00	0.00	0.00
Maintenance Assistant	2.25	1.90	1.60	1.60	2.50
Utility Worker	0.00	1.50	0.00	0.00	0.00
Cleaner	0.00	1.05	0.00	0.00	0.00
Total Transit Utility	53.95	45.10	38.55	38.55	49.20
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Maintenance Worker	0.00	1.00	1.00	1.00	1.00
Lead Worker I	1.00	0.00	0.00	0.00	0.00
Maintenance/Grounds Worker I	1.00	1.00	1.00	1.00	1.00
Total Parking Utility	2.30	2.30	2.30	2.30	2.30
Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer 2	1.00	1.00	0.00	0.00	0.00
Utility Engineer 1	0.00	0.00	1.00	1.00	1.00
GIS/Civil Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	1.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	5.00	6.00	5.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Billing/Lead Service Line Speciality	0.00	0.00	1.00	0.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	3.00	3.00	3.00	3.00	3.00
Total Water Utility	31.00	31.00	31.00	31.00	31.00
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Assistant Superintendent	0.00	1.00	0.00	0.00	0.00
Pre-Treatment Supervisor	1.00	1.00	1.00	1.00	1.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024 (UPDATED 10-23-23)

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Lab Technician II	0.00	0.00	0.00	0.00	0.00
Maintenance Supervisor	1.00	0.00	0.00	0.00	0.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electrician	1.00	1.00	1.00	1.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Plant Operator	4.00	4.00	4.00	4.00	4.00
Administrative Assistant	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Wastewater Utility	14.00	13.00	12.00	12.00	12.00
TOTAL PROPRIETARY FUNDS	104.25	94.40	86.85	86.85	97.50
INTERNAL SERVICE FUNDS					
Information Technology					
Information Technology Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	1.00	1.00	1.00
Technical Support Analyst	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	5.00	5.00	5.00
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Services Supervisor	1.00	1.00	1.00	1.00	1.00
Master Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	2.00	2.00	2.00	2.00	3.00
Service Mechanic	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Motor Vehicle	6.00	6.00	6.00	6.00	7.00
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	11.00	11.00	12.00
TOTAL GENERAL FUND	291.65	295.18	299.68	299.68	306.53
TOTAL SPECIAL REVENUE FUNDS	43.00	43.25	43.00	43.00	45.75
TOTAL PROPRIETARY FUNDS	104.25	94.40	86.85	86.85	97.50
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	11.00	11.00	12.00
TOTAL CITY FUNDS	449.90	443.83	440.53	440.53	461.78

Additional Needs Requests

All Departments - Proposed Budget Details

Color-Coding Key: Green = Included; Red = Not Included; Blue = Possible Approval in Capital Fund

<u>Fund:</u>	<u>Department:</u>	<u>Amount:</u>	<u>Account #:</u>	<u>Justification:</u>
General Fund	City Attorney	\$82,727.00	101130-multiple	1 FTE Assistant City Attorney. Salary & benefits (\$113,649), cell phone (\$480), CLE w/hotel & expenses (\$1,260), State Bar dues \$540), County Bar dues (\$95)
General Fund	City Clerk	\$24,889.00	101142-Multiple	Elections (increased number of changes/requirements surrounding) require a full-time specialist
General Fund	Human Resources	\$5,000.00	101144-546160	Additional recognition for employees including 2 city wide events (summer and winter) and monetary performance awards for exemplary performance
General Fund	Human Resources	\$24,209.00	All Departments - 520360	Increase City's contribution for ETF life insurance to 1 full unit instead of 1/2 of first unit
General Fund	Human Resources	\$26,500.00	All Departments - Various Accounts	Additional step for employees who have 15 years of service or more in current position
General Fund	City Buildings	\$60,000.00	101160-510110	New Position - additional labor (Floater) The DPW labor pool is significantly understaffed and is in dire need of additional labor resources. This position is not directly assigned to a division, with the intent to be used as needed throughout the daily operations. Buildings in particular, have seen an increase in DPW labor requests. Primarily the Police Department, Fire Department, Library, and Transit have historically not needed DPW labor for building services.
General Fund	City Buildings	\$15,000.00	101160-560255	Drain Snake Camera - rigid see snake cameras are huge benefit when searching for problems and issues in drain lines. The piece of equipment will save time and money in locating and fixing issues in drain lines from 1.5" to 4" drain pipe. When faced with multiple facilities, this tool will be used on a regular basis (Listed as Low Priority)
General Fund	Police	\$23,000.00	101210-531100	Wellness Checks for all SPD employees: Law Enforcement personnel are frequently exposed to traumatic incidents and stressful situations. With each additional exposure , the potential for struggle incresases. In addition , the law enforcement profession does not only impact the individual, it also impacts their families, friends and the communities they serve. Many law enforcement agencies struggle to equip their officers with the resiliency and mental fortitude necassary to remain healthy. Addressing this trauma requires providing access and connection to a mental health professional that understands police culture so that officers feel heard and are provided a sense of safety. These funds would be used to provide individual annual wellness checks to all department personnel.
General Fund	Police	\$63,400.00	101210-550110	Add Lieutenant of Adminstration: The highest need for the department is to address the greatest area of risk. The department needs additional resources to maintain policy, push out policy review and training and manage and develop ongoing training within the department. This position was identified in the recent management reorganization and would be located in the Administrative Division reporting to the Assistant Chief. This position would also be responsible for and handle major internal investigations

General Fund	Police	\$38,754.00	101210-550110	Part-Time Background Check Investigator: Conducting timely and thorough background investigations is important in selecting the best candidates for hire. In today's environment the hiring window is shorter and it is more difficult to successfully meet the time lines and thoroughness needed to ensure we are making timely offers to the best candidates. A part time background investigator would also us te flexibility to meet these timelines and would be more cost effective. This position would also assist with complicated fraud and computer crimes investigations.
General Fund	Police	\$88,943.00	101210-550110	Additional Patrol Officer: The department continues to struggle with meeting the demand, from neighborhoods and the citizens within them, for traffic enforcement and complaints of neighborhood disorder. The department is significantly behind the comparable cities of Fond Du Lac, Wauwatosa, and La Crosse in staffing. Additionally, as the city continues to grow to the south finding resources to cover calls in this area is becoming a struggle. The addition of two officers would help remidiate this issue.
General Fund	Police	\$88,943.00	101210-550110	Additional Patrol Officer: The department continues to struggle with meeting the demand, from neighborhoods and the citizens within them, for traffic enforcement and complaints of neighborhood disorder. The department is significantly behind the comparable cities of Fond Du Lac, Wauwatosa, and La Crosse in staffing. Additionally, as the city continues to grow to the south finding resources to cover calls in this area is becoming a struggle. The addition of two officers would help remidiate this issue.
General Fund	Fire & Emergency Med Services	\$89,510.50	101220-Multiple	Inspector (Starting pay \$65,000 + benefits)
General Fund	Fire & Emergency Med Services	\$272,712.00	101220-Multiple	3 Firefighter Medic (Each \$90,904.44 incl wages and benefits)
General Fund	Fire & Emergency Med Services	\$272,712.00	101220-Multiple	3 Firefighter Medic (Each \$90,904.44 incl wages and benefits)
General Fund	Fire & Emergency Med Services	\$149,924.51	101220-Multiple	Division Chief - Training (Starting pay \$115,000 + benefits)
General Fund	Fire & Emergency Med Services	\$24,352.00	101220-Multiple	Captain increase from 3 to 6 Positions (\$8,117.30 each)
General Fund	Fire & Emergency Med Services	\$3,375.00	101220-536125	Calm the Chaos
General Fund	Fire & Emergency Med Services	\$5,500.00	101220-536125	EV Training
General Fund	Fire & Emergency Med Services	\$2,270.00	101220-536125	WSFCEA Conference
General Fund	Fire & Emergency Med Services	\$5,000.00	101220-550110	Oven duct cleaning
General Fund	Fire & Emergency Med Services	\$800.00	101220-563310	Portable radio batteries
General Fund	Public Works - Admin	\$10,000.00	101310-560255	New Plotter - Old plotter no longer able to be serviced and updated pricing from vendor is now available.
General Fund	Public Works - Admin	\$100,000.00	101310-Multiple	Deputy Director - The top two DPW leadership positions: Director and City Engineer, are able to retire at any time and have a combined 66 years of service and knowledge working for the City of Sheboygan. It is critical that the DPW organization has the proper hierarchy to develop the next set of leaders for the City. Developing internal staff is the best alternative to continue the long-range planning, engineering and infrastructure projects and programs that have a positive and lasting impact on the quality of life of the City residents. By developing internal staff the DPW preparing highly skilled, knowledgeable individuals and addressing concerns regarding demographic changes and talent scarcity, identifying skill gaps and training needs, retaining institutional knowledge, and boosting morale and retention.

General Fund	Public Works - Admin	\$25,000.00	101310-Multiple	Assistant City Engineer - Updated promotion to reflect promotion of existing staff, no addition to the table of organization
General Fund	Streets Maintenance	\$15,000.00	101331-510110	Proposed reclassification of three (3) existing positions within Table of Organization from "Maintenance Worker - Streets" to two (2) "Equipment Operator - Streets" and one (1) Heavy Equipment Operator - Streets" This request is to promote (reclassify) two existing employees to "Equipment Operators" so as to provide additional crew leadership, provide coverage for vacations, and allow for additional crews in the field.
General Fund	Streets Maintenance	\$25,000.00	101331-540270	Rollover Flexi Flatbed Applicator - current equipment is over 30 years old, unreliable, out of date, Equipment is used for applying vinyl to sign blanks, plastic board, plywood, and other flat surfaces. Benefits - reduced production times, user friendly, multi-functional agronomically designed table.
General Fund	Streets Maintenance	\$45,000.00	101331-560255	Concrete Pavement Saw - Current Equipment is over 15 years old. Currently not scheduled within the 5 year CIP plan
General Fund	Streets Maintenance	\$20,000.00	101331-560255	Designated ASV Skid Steer Trailer - Do not have a designated trailer for this equipment. Increase efficiencies by having a designated trailer
General Fund	Streets Maintenance	\$20,000.00	101331-560255	Excavator Ditching Bucket - Provide increase abilities - Not purchased with equipment due to budget (Low Priority)
General Fund	Streets Maintenance	\$10,000.00	101331-560255	Excavator Frost Tooth Bucket - Allow for emergency repairs during winter months - Do not have a frost tooth (Low Priority)
Gneral Fund	Streets Maintenance	\$25,000.00	101331-560255 / 101331-560258 - Traffic	A portable electronic message board is a valuable tool in keeping the public informed. To be utilized for construction projects, special events, weather related emergencies, etc.
General Fund	Streets Maintenance	\$11,300.00	101331-560258	Cable and Pipe Locator - current equipment is over 15 years old and becoming unreliable, used for locating all underground electrical utilities. (street lighting, traffic signals, facility and other)
General Fund	Sanitation	\$4,000.00	101362-510111	City Provided Large Item Disposal Addressing a community need to provide a means to dispose of large / bulky items - LABOR ONLY 3 employees on OT
General Fund	Sanitation	\$8,000.00	101362-533125	City Provided Large Item Disposal Addressing a community need to provide a means to dispose of large / bulky items. With the implementaton of the cart system, large / bulky items are not collected curbside nor at the Recycling Center. Residents are required to utilize private vendors.
General Fund	Parks	\$15,500.00	101520-560255	Sheboygan Park has roughly 325 acres of open green space for active recreation. With the city parks making the commitment to no longer use herbicides for the controlling of weeds in these areas and the with the high volume of traffic for celebrations and sporting events, an Aerator with a seeder is needed now more than ever to keep our open green spaces green with healthy growing turfgrasses.
General Fund	Parks	\$74,048.00	101520-Multiple	New Position - additional labor (Floater) The DPW labor pool is significantly understaffed and is in dire need of additional labor resources. This position is not directly assigned to a division, with the intent to be used as needed throughout the daily operations. Parks and public open spaces have expanded significantly from 2010 whereas staffing in the parks division has declined. In addition, current park facilities need additional help with general maintenance and upkeep

General Fund	Parks	\$5,000.00	101520-Multiple	Promotion - Arborist to Forestry Foreman to lead and direct forestry crews in the field
General Fund	Parks	\$37,500.00	101520-Multiple	Seasonal Skilled Maintenance Worker - Beach Cleaner Operator and Park Ranger/Ambassador to help maintain order within the parks, i.e. addressing homelessness issues, ensuring parks rules are being followed.
General Fund	Uptown Social	\$67,710.00	101530-Multiple	1 FTE - Administrative Assistant Senior Services
General Fund	Uptown Social	\$5,000.00	101530-Multiple	1 PT Intern Senior Services
Special Revenue Fund	Library	\$19,261.00	255511-510110	1 PT Security Monitor
Special Revenue Fund	Library	\$19,261.00	255511-510111	1 PT Security Monitors
Special Revenue Fund	Library	\$69,014.40	255511-510110	1 Full Time Librarian
Special Revenue Fund	Library	\$5,000.00	255511-510110	Wage Increase for Security Specialist
Special Revenue Fund	Library	\$2,946.90	255511-520310	Fica for Security Monitors wages
Special Revenue Fund	Library	\$5,279.60	255511-520310	Fica for 1 FT Librarian
Special Revenue Fund	Library	\$382.50	255511-520310	Fica for Security Specialist wage
Special Revenue Fund	Library	\$4,761.99	255511-520320	WRS for 1 FT Librarian
Special Revenue Fund	Library	\$345.00	255511-520320	WRS for Security Specialist wage
Special Revenue Fund	Library	\$10,018.32	255511-520340	Single rate Health Insurance for 1 Librarian
Special Revenue Fund	Library	\$484.56	255511-520350	Dental insurance for 1 Librarian
Special Revenue Fund	Library	\$70,000.00	255511-548002	Additional amount requested for Material Purchases
Enterprise Fund	Wastewater	\$100,000.00	630310-510110	Proposed additional "Equipment Operator - Sewer" position. Current T.O. has three (3) "Maintenance Worker - Sewer" positions. This request will provide for an additional "Equipment Operator - Sewer" so as to provide an equipment operator for each sewer truck along with the request above to reclassify an existing Maintenance Worker - Sewer position.
Enterprise Fund	Wastewater	\$5,000.00	630310-510110	Proposed reclassification of one (1) existing posiion within the Table of Organization from "Maintenance Worker - Sewer" to one (1) "Equipment Operator - Sewer". This request is to promote (reclassify) one (1) existing employee to "Equipment Operator - Sewer" so as to provide one equipment operator per each sewer truck allowing current Sewer Foreman to
Enterprise Fund	Wastewater	\$28,652.00	630361-510110	Hire temporary 4th mechanic
Special Revenue Fund	Boat Facility	\$55,000.00	633540-641100	Work Boat - Dock repair, electrical repair, water line repair, infrastructure inspection, semi annual buoy placement and bridge repair. Current vessel is old, unsafe and unreliable and is no longer designed for the repairs needed.
Internal Service Fund	Motor Vehicle	\$59,300.80	730399-510110	Certified Truck Mechanic

Internal Service Fund	Motor Vehicle	\$11,000.00	730399-560255	Additional tools for mechanic
Special Revenue Fund	Cable TV	\$6,920.00	211519-510130	Additional staff for casting of local sports programming

2024 PROPOSED BUDGET SUMMARY (UPDATED 9-29-2023)

GOVERNMENTAL FUNDS											
	General	Special	Debt	Capital	Fiduciary	Proprietary	2024	2023	2022	2021	
	Fund	Revenue	Service	Improvement	Funds	Funds	Proposed*	Estimated*	Actual*	Actual	
Revenue											Revenue
Taxes and Special Assessments	\$19,858,778	\$4,964,200	\$0	\$7,361,910	\$0	\$470,000	\$32,654,888	\$35,600,271	\$36,412,750	\$35,384,011	Taxes
Licenses and Permits	\$1,006,520	\$0	\$0	\$0	\$0	\$700	\$1,007,220	\$1,084,207	\$1,136,723	\$1,070,691	Licenses and Permits
Intergovernmental Revenue	\$17,203,128	\$1,636,828	\$0	\$4,293,953	\$0	\$3,191,326	\$26,325,235	\$22,302,179	\$35,041,708	\$21,522,985	Intergovernmental Revenue
Intergovernmental Charges for Services	\$677,320	\$0	\$0	\$0	\$0	\$10,827,313	\$11,504,633	\$11,884,902	\$11,758,762	\$11,611,496	Intergovernmental Charges for Services
Charges for Services	\$3,019,745	\$1,489,620	\$0	\$45,470	\$15,000	\$11,256,745	\$15,826,580	\$15,474,357	\$17,058,413	\$15,618,788	Charges for Services
Fines and Forfeitures	\$956,500	\$5,000	\$0	\$0	\$0	\$2,500	\$964,000	\$1,169,235	\$1,385,585	\$1,164,879	Fines and Forfeitures
Miscellaneous Revenue	\$314,642	\$450,600	\$26,113	\$730,030	\$15,500	\$8,533,833	\$10,070,718	\$1,629,904	\$424,099	\$4,206,618	Miscellaneous Revenue
Other Financing Sources	\$1,173,804	\$5,000	\$0	\$18,340,835	\$0	\$14,194	\$19,533,833	\$11,105,042	\$5,742,162	\$15,812,158	Other Financing Sources
Total Revenue	\$44,210,437	\$8,551,248	\$26,113	\$30,772,198	\$30,500	\$34,296,611	\$117,887,107	\$100,250,097	\$108,960,202	\$106,391,626	Total Revenue
Expenditures											Expenditures
General Government	\$5,684,403	\$392,402	\$0	\$672,000	\$0	\$9,136,237	\$15,885,042	\$29,326,030	\$25,664,328	\$15,138,487	General Government
Public Safety	\$25,283,753	\$56,717	\$0	\$8,758,677	\$0	\$0	\$34,099,147	\$25,585,913	\$24,419,498	\$23,706,156	Public Safety
Public Works	\$9,422,977	\$1,108,564	\$0	\$10,013,400	\$0	\$35,072,271	\$55,617,212	\$43,780,394	\$26,643,456	\$29,234,455	Public Works
Health and Human Services	\$241,353	\$0	\$0	\$0	\$15,000	\$0	\$256,353	\$247,966	\$196,000	\$219,294	Health and Human Services
Culture and Recreation	\$3,140,016	\$6,561,016	\$0	\$1,755,000	\$0	\$199,158	\$11,655,190	\$10,152,672	\$9,454,688	\$9,517,960	Culture and Recreation
Conservation and Development	\$429,144	\$1,583,785	\$0	\$12,457,180	\$0	\$0	\$14,470,109	\$9,729,190	\$10,573,651	\$7,776,456	Conservation and Development
Transfers and other expenses	\$1,178,606	\$0	\$4,933,830	\$0	\$15,500	\$0	\$6,127,936	\$5,495,297	\$4,169,279	\$12,381,300	Transfers and other expenses
Total Expenditures	\$45,380,252	\$9,702,484	\$4,933,830	\$33,656,257	\$30,500	\$44,407,666	\$138,110,989	\$124,317,462	\$101,120,900	\$97,974,108	Total Expenditures
Excess of revenues over (under) expenditures	-\$1,169,815	-\$1,151,236	-\$4,907,717	-\$2,884,059	\$0	-\$10,111,055	-\$20,223,882	-\$24,067,365	\$7,839,302	\$8,417,518	Excess of revenues over (under) expenditures
Net Property Tax Required	\$18,238,683	\$3,140,910	\$0	\$5,278,862	\$0	\$470,000	\$27,128,455	\$26,496,702	\$25,967,449	\$25,021,542	Net Property Tax Required
Equalized Valuation*							\$4,087,892,400	\$3,578,184,300	\$3,147,701,000	\$3,074,483,600	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							6.636	7.405	8.250	8.138	EQUALIZED TAX RATE

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Preliminary</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Communications Specialist/Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/License Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>1.00</u>
Total Office of the City Clerk	3.75	3.75	3.75	3.75	4.00
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Management Analyst	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist	0.00	1.00	1.00	1.00	1.00
Internal Auditor/Grant Accountant	1.00	1.00	1.00	1.00	1.00
Financial Reporting Analyst	1.00	1.00	1.00	1.00	1.00
Accounts Payable Associate	1.00	1.00	1.00	1.00	1.00
Accounts Receivable Associate	1.00	1.00	1.00	1.00	1.00
Purchasing Agent (County Contract Employee)	0.50	0.50	0.50	0.50	0.50
Accounting Associate	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Finance Department	7.50	8.50	8.50	8.50	8.50
Human Resources Department					
Director of Human Resources	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist*	1.00	0.00	0.00	0.00	0.00
Benefit Administrator/Analyst	1.00	0.00	0.00	0.00	0.00
HR Generalist	1.00	2.00	2.00	2.00	2.00
HR Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Human Resources Department	5.00	4.00	4.00	4.00	4.00
*Senior Payroll Specialist transferred from HR to Finance in 2021					
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Deputy City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney	0.40	0.40	0.40	0.40	1.00
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.40	4.40	4.40	4.40	5.00
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Assistant Municipal Court Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
PUBLIC SAFETY					
Police Department					
Chief of Police	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	5.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer (Includes School Resource Officers)	60.00	60.00	60.00	60.00	60.00
Office Manager	1.00	1.00	1.00	1.00	1.00
Communications & Electronics Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	7.90	7.90	7.90	7.90
Time Agency Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Victim Services Coordinator	0.00	0.00	0.00	0.00	1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Preliminary</u>
Fleet Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Police Department	104.00	103.90	103.90	103.90	105.90
Fire Department					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	2.00	2.00	2.00	2.00	2.00
Division Fire Chief	0.00	0.00	1.00	0.00	1.00
Battalion Chief	4.00	4.00	3.00	4.00	3.00
Fire Captain	3.00	3.00	3.00	3.00	3.00
Fire Lieutenant	12.00	12.00	12.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter/Paramedic	36.00	36.00	36.00	36.00	39.00
Admin Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	<u>0.50</u>	<u>0.625</u>	<u>0.625</u>	<u>0.625</u>	<u>0.625</u>
Total Fire Department	74.50	74.625	74.625	74.625	77.625
*Ambulance Fund was combined into Fire Department during 2022					
Building Inspection					
Building Inspector	2.00	2.00	2.00	2.00	2.00
Electrical Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing Inspector	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer - PT	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Permit Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00
PUBLIC WORKS					
Department of Public Works					
Administration					
Director Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Admin Coordinator	0.00	1.00	1.00	1.00	1.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	5.00	5.00	5.00	5.00
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer/Project Manager	2.00	2.00	2.00	2.00	2.00
Assistant Engineer/Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineer Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	8.00	8.00	8.00	8.00	8.00
Facilities and Traffic					
Facilities Superintendent	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Sign Shop	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	0.00	2.00	2.00	2.00	2.00
Journeyman Electrician	2.00	2.00	2.00	2.00	2.00
Maintenance Worker	4.00	1.00	1.00	1.00	1.00
Maintenance Worker - Sign Shop	3.00	3.00	3.00	3.00	3.00
Maintenance Worker - City Hall	1.00	0.00	0.00	0.00	0.00
Custodian II	0.00	1.00	1.00	1.00	1.00
Custodian I	0.00	1.00	2.00	2.00	2.00
Custodian I - PT	<u>0.00</u>	<u>0.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Facilities and Traffic	12.00	12.50	13.00	13.00	13.00
Streets and Sanitation					
Streets & Sanitation Superintendent	1.00	1.00	1.00	1.00	1.00
Streets & Sanitation Supervisor	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
Foreman - Streets & Sanitation	0.00	2.00	2.00	2.00	2.00
Heavy Equipment Operator - Streets	4.00	4.00	4.00	4.00	4.00
Equipment Operator - Streets	2.00	2.00	4.00	4.00	4.00
Equipment Operator - Sewer	0.00	0.00	1.00	1.00	1.00
Equipment Operator - Sanitation	4.00	4.00	4.00	4.00	4.00
Maintenance Worker - Streets	16.00	16.00	14.00	14.00	14.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021 <u>Actual</u>	2022 <u>Adopted</u>	2023 <u>Adopted</u>	2023 <u>Estimated</u>	2024 <u>Preliminary</u>
Maintenance Worker - Sewer	<u>0.00</u>	<u>0.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Streets and Sanitation	29.00	31.00	35.00	35.00	35.00
Parks and Cemetery					
Parks & Forestry Superintendent	1.00	1.00	1.00	1.00	1.00
City Forester	1.00	1.00	1.00	1.00	1.00
Foreman - Parks	2.00	2.00	1.00	2.00	1.00
Heavy Equipment Operator - Parks	1.00	1.00	2.00	1.00	2.00
Equipment Operator - Parks	2.00	2.00	2.00	2.00	2.00
Arborist	3.00	3.00	3.00	3.00	3.00
Maintenance Worker - Parks	6.00	6.00	6.00	6.00	7.00
Cemetery Worker	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parks and Cemetery	17.00	17.00	17.00	17.00	18.00
Total Department of Public Works	70.00	73.50	78.00	78.00	79.00
CULTURE AND RECREATION					
Senior Services					
Uptown Social Director	1.00	1.00	1.00	1.00	1.00
Engagement Coordinator	1.00	1.00	1.00	1.00	1.00
Program & Wellness Coordinator	1.00	1.00	1.00	1.00	1.00
Custodian	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Senior Services	3.00	3.00	3.00	3.00	3.00
CONSERVATION AND DEVELOPMENT					
Planning and Development					
Planning & Development Director	1.00	1.00	1.00	1.00	1.00
Economic Development Deputy Director	0.00	0.00	0.00	0.00	1.00
Planning & Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	0.00	0.00	0.00
Program Assistant	0.00	1.00	1.00	1.00	1.00
Grant Coordinator	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	5.00	5.00	5.00	5.00	6.00
TOTAL GENERAL FUND	291.65	295.18	299.68	299.68	307.53
SPECIAL REVENUE FUND					
Mead Public Library					
Library Director	1.00	1.00	1.00	1.00	1.00
Administrative Services Manager	1.00	1.00	1.00	1.00	1.00
Public Services Manager	1.00	1.00	1.00	1.00	1.00
Support Services Manager	1.00	1.00	1.00	1.00	1.00
Librarian	9.00	9.00	9.00	9.00	9.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Cataloger	3.00	3.00	3.00	3.00	3.00
Public Safety Specialist	1.00	1.00	1.00	1.00	1.00
Security Monitor	0.00	0.00	0.00	0.00	0.50
Library Program Specialist	0.00	0.00	3.00	3.00	2.00
Library Assistant	9.25	9.25	6.50	6.50	8.50
Cleaner	2.00	1.50	1.00	1.00	1.50
Library Page	<u>6.00</u>	<u>6.75</u>	<u>6.75</u>	<u>6.75</u>	<u>7.50</u>
Total Mead Public Library	39.25	39.50	39.25	39.25	42.00
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.25	1.25	1.25	1.25	1.25
TOTAL SPECIAL REVENUE FUND	43.00	43.25	43.00	43.00	45.75
PROPRIETARY FUNDS					
Recycling Utility					
Foreman - Streets & Sanitation	1.00	1.00	1.00	1.00	1.00
Equipment Operator - Recycling	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Recycling Utility	3.00	3.00	3.00	3.00	3.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Preliminary</u>
Transit Utility					
Director Parking/Transit	0.70	1.00	0.70	0.70	0.70
Operations Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	1.00	0.00	0.00	0.00	0.00
Maintenance Foreman	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	0.00	0.00	0.00
Safety & Training Coordinator	0.00	1.00	1.00	1.00	1.00
ADA & Paratransit Coordinator	0.00	1.00	1.00	1.00	1.00
Transit Coordinator I	3.00	3.00	2.25	2.25	2.00
Fixed Route Operator	28.00	17.60	19.00	19.00	28.00
Paratransit Operator	12.00	10.05	7.00	7.00	8.00
Hostler	0.00	0.00	0.00	0.00	0.00
Maintenance Assistant	2.25	1.90	1.60	1.60	2.50
Utility Worker	0.00	1.50	0.00	0.00	0.00
Cleaner	<u>0.00</u>	<u>1.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Transit Utility	53.95	45.10	38.55	38.55	49.20
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Maintenance Worker	0.00	1.00	1.00	1.00	1.00
Lead Worker I	1.00	0.00	0.00	0.00	0.00
Maintenance/Grounds Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30
Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer 2	1.00	1.00	0.00	0.00	0.00
Utility Engineer 1	0.00	0.00	1.00	1.00	1.00
GIS/Civil Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	1.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	5.00	6.00	5.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Billing/Lead Service Line Specialisty	0.00	0.00	1.00	0.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	31.00	31.00	31.00	31.00	31.00
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Assistant Superintendent	0.00	1.00	0.00	0.00	0.00
Pre-Treatment Supervisor	1.00	1.00	1.00	1.00	1.00
Lab Technician II	0.00	0.00	0.00	0.00	0.00
Maintenance Supervisor	1.00	0.00	0.00	0.00	0.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electrician	1.00	1.00	1.00	1.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Plant Operator	4.00	4.00	4.00	4.00	4.00
Administrative Assistant	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Wastewater Utility	14.00	13.00	12.00	12.00	12.00
TOTAL PROPRIETARY FUNDS	104.25	94.40	86.85	86.85	97.50
INTERNAL SERVICE FUNDS					
Information Technology					
Information Technology Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	1.00	1.00	1.00
Technical Support Analyst	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	5.00	5.00	5.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Preliminary</u>
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Services Supervisor	1.00	1.00	1.00	1.00	1.00
Master Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	2.00	2.00	2.00	2.00	2.00
Service Mechanic	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Motor Vehicle	6.00	6.00	6.00	6.00	6.00
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	11.00	11.00	11.00
TOTAL GENERAL FUND	291.65	295.18	299.68	299.68	307.53
TOTAL SPECIAL REVENUE FUNDS	43.00	43.25	43.00	43.00	45.75
TOTAL PROPRIETARY FUNDS	104.25	94.40	86.85	86.85	97.50
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	11.00	11.00	11.00
TOTAL CITY FUNDS	449.90	443.83	440.53	440.53	461.78

**CITY OF SHEBOYGAN
R. C. 126-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

NOVEMBER 6, 2023.

Your Committee to whom was referred Res. No. 80-23-24 by Alderpersons Salazar and Felde modifying the ambulance service billing rates for the City of Sheboygan Fire Department; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 80-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

OCTOBER 16, 2023.

A RESOLUTION modifying the ambulance service billing rates for the City of Sheboygan Fire Department.

WHEREAS, staff has analyzed the current billing rates for City of Sheboygan Fire Department ambulance services and found them to be below average when compared to industry standards and local comparisons; and

WHEREAS, the Fire Chief desires to adjust the rates to be more in line with industry standards and local comparison and as set forth in the attached 2024 Ambulance Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED: That the 2024 Ambulance Fee Schedule is hereby adopted and shall supersede any previous schedule or established billing rate relating to the services identified in the 2024 Ambulance Fee Schedule.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



City of Sheboygan

FIRE DEPARTMENT
1326 North 25th Street
SHEBOYGAN, WISCONSIN 53081
(920) 459-3327 OFFICE
(920) 459-0209 FAX



Item 35.

2024 Ambulance Fee Schedule

Level of Care	ALS 1	ALS 2	BLS	SCT	TNT	Intercept	Mileage
City of Sheboygan Resident	\$ 1260.00	\$ 1381.00	\$ 856.00	\$ 1498.00	\$ 848.00	250.00	\$ 20.00
Non-Resident	\$ 1360.00	\$ 1481.00	\$ 956.00	\$ 1598.00	\$ 948.00	250.00	\$ 21.50



City of Sheboygan Extra Revenue Projection

Projection Based on Calendar Year 2022 Volume and Payer Mix					
	Increase Charge Amount	Total Calls	Gross Charges	Average Collection Percentage	Potential Rev
Insurance	\$ 81.50	678	\$ 55,257.00	60%	\$ 33,154.20
Patient	\$ 81.50	160	\$ 13,040.00	5%	\$ 652.00
Total					\$ 33,806.20

Rates				Estimated Additional Annual Revenue	\$ 33,806.20
RES	Current Rates	New Rates			
ALS	\$ 1,178.00	\$ 1,260.00	\$ 82.00		
ALS2	\$ 1,291.00	\$ 1,381.00	\$ 90.00		
BLS	\$ 800.00	\$ 856.00	\$ 56.00		
SCT	\$ 1,400.00	\$ 1,498.00	\$ 98.00		
		Avg Increase	\$ 81.50		
NON	Current Rates	New Rates			
ALS	\$ 1,278.00	\$ 1,360.00	\$ 82.00		
ALS2	\$ 1,391.00	\$ 1,481.00	\$ 90.00		
BLS	\$ 900.00	\$ 956.00	\$ 56.00		
SCT	\$ 1,500.00	\$ 1,598.00	\$ 98.00		
		Avg Increase	\$ 81.50		