

*****ATTACHMENTS*****



August 29, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Patrick Siebold to be considered for appointment to the Mayor's International Committee.

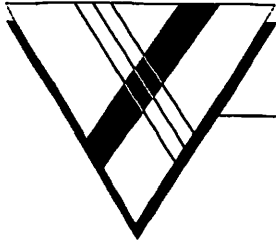
MICHAEL J. VANDERSTEEN, MAYOR

Copy over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov



Van De Kreeke & Associates, s.c.
Certified Public Accountants

1530 S. 12th Street • Sheboygan WI 53081 • (920) 458-4351
116 W. Grand Avenue • Port Washington WI 53074 • (262) 284-3850
Toll Free (800) 498-4351 • Fax (920) 458-5270
Website: www.vdks.com

September 4, 2019

**Mayor Michael Vandersteen
832 Center Ave.
Sheboygan, WI 53081**

Dear Mayor Vandersteen:

I would like to request your support in my election to another three-year term on the Sheboygan Board of Water Commissioners.

I was first elected to the Sheboygan Board of Water Commissioners in 1980 and have served as its President since 1981.

I am very proud to be associated with the employees at the Sheboygan water utility. They are all dedicated to providing the best possible service to the Utility's customers.

Over the years, we have seen substantial growth in the city and, therefore, the water system. In addition, we have gone through numerous expansions and updates at the water plant due to growth, regulatory mandates, and nature itself. An example is our new Ultra Violet disinfection system, which means our water is going through two disinfection processes. It is the largest system, of its kind, in the State of Wisconsin. We were one of the first utilities in Wisconsin to qualify for \$335,000 in WDNR grant monies to replace lead water laterals. The utility promptly implemented a lead water lateral replacement program which focused on any remaining lead laterals at daycares or schools. We also just completed construction of the new water tower in the South Pointe Industrial Park. We have accomplished all of these things and more, while reducing the Utility's workforce, as well.

The end result has been Sheboygan always being among the lowest, if not the lowest, in water rates for a Class "AB" category utility in the State of Wisconsin.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

RECEIVED
MAY 15 1964



0102 1000 0000

1000 1000 0000
1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000
1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000
1000 1000 0000
1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000

1000 1000 0000
1000 1000 0000

The Sheboygan Board of Water Commissioners has always had a very good representation from various disciplines to provide sound management based on different areas of expertise. We currently have a financial person (myself), an engineer (Mark Smith) and a person with construction expertise (Ray Haen). This is an excellent mix and I think the results speak for themselves.

My involvement over the years has been interesting, rewarding and, I believe, a benefit to the utility, its customers and the City of Sheboygan.

I have always tried to maintain a proper perspective in employee disputes and have been called upon, by management and the employees, to assist in resolving problems before they escalated.

I have also handled customer complaints when management was not able to provide satisfactory results. I have been very vocal and outspoken concerning the water utility's financial affairs and have urged fiscal restraint over the years. I think the results are one of the most financially sound utilities in the State of Wisconsin.

There are still exciting new projects on the horizon such as the anticipated installation of a new intake pipe, the continuing automation of the water plant and continuing the lead water lateral replacement program, as funds become available. I would like to be a part of the continuing effort to maintain the Sheboygan Water Utility as one of the best in the state.

I would be very proud to serve another three-year term on the Sheboygan Board of Water Commissioners and ask for your support. Letters have also been submitted to all Alderpersons, as well as the Mayor, requesting their support.

Respectfully submitted,



Gerald R. Van De Kreeke,
Certified Public Accountant

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 16, 2019.

Your Committee to whom was referred R. O. No. 75-19-20 by City Clerk submitting license applications; recommends granting the licenses.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

R. O. No. 75 - 19 - 20. By CITY CLERK. September 3, 2019.

Submitting various license applications for the period ending June 30, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Gilliam, Alexander R.	1527 Indiana Avenue
0171	Horness, Megan A.	5031 Baronwood Parkway
2934	Mcatee, Christine T.	1828 N. 5 th Street
2927	Nelson, Michelle L.	830 N. Water Street Apt. 320
2933	Neumeyer, Amanda J.	2519 Saemann Avenue Apt. 5
2936	Noguez, Stephanie	2206 S. 16 th Street
6888	Rosas, Lucia	2407 Broadway Avenue
2823	Santana, Alicia	2724 Main Avenue
7052	Schad, Jamie L.	2526 N. 9 th Street
2680	Schubert, Robin L.	2037 Wiemann Avenue
8389	Schultz, Cynthia A.	507 Pine Street, Sheboygan Falls
0316	Stemper, Sarah M.	1615 New Jersey Avenue
5247	Thomas, Brandy J.	1522 Michigan Avenue
0422	Vollrath, Miko B.	2311 N. 35 th Street
5998	Weber, Barbara F.	2227 Carmen Avenue
2925	Wildman, Helena R.	711 Broadway Avenue
2930	Zerger, Derek S.	N9010 County Road M, Elkhart Lake
2926	Zufelt, Frank H.	120 Lincoln Circle, Kohler

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	Gotta Getcha in Oasis	840 Wilson Avenue - One day event to be held 09/21/19 to include current premises plus parking lots to the north, west, east and south of business.

RHPS

CLASS "A" BEER LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3420	Business Drive Mobile	2113 S. Business Drive
3421	Union Avenue BP	1208 Union Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3418	Fairfield Inn by Marriot	4117 S. Taylor Drive

TOBACCO LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3419	Greenhouse Partners	933 Michigan Avenue

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 16, 2019.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 76-19-20 by City Clerk submitting a license application (Blue Harbor Resort); recommends granting the license.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 76 - 19 - 20. By CITY CLERK. September 11, 2019.

Submitting license application.

City Clerk

CHANGE OF PREMISE

No. Name

Address

2805 Blue Harbor Resort

725 Blue Harbor Drive - One day event
to be held 9/21/19 to include current
premises description plus lawn outside
north end of building (Peninsula Room).

LHPS

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 16, 2019.

Your Committee to whom was referred Res. No. 77-19-20 by Alderpersons Sorenson and Mitchell authorizing the appropriate City Officials to issue a Purchase Order for the purchase of Sig Sauer handguns, ammunition, spare parts, and holsters from Streicher's Inc. for the Sheboygan Police Department; recommends adopting the Resolution.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.4

Res. No. 77 - 19 - 20. By Alderpersons Sorenson and Mitchell.
September 3, 2019.

A RESOLUTION authorizing the appropriate City Officials to issue a Purchase Order for the purchase of Sig Sauer handguns, ammunition, spare parts, and holsters from Streicher's Inc. for the Sheboygan Police Department.

WHEREAS, the Sheboygan Police Department included funding in the 2019 Capital Improvements Program for the replacement of handguns and related equipment including trade-in of the current weapons; and


WHEREAS, the Sheboygan Police Department performed significant research and testing of products from various manufacturers, and have determined that weapons produced by Sig Sauer meet or exceed all of their needs and expectations; and


WHEREAS, Request for Bids #1968-19 was issued to the two distributors in the State of Wisconsin that are authorized by Sig Sauer to distribute weapons to police agencies and take the current weapons in partial trade; and

WHEREAS, the only bid received by the City, from Streicher's Inc., is within the budget parameters, and meets all of the criteria as set forth in the bid documents.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to issue a Purchase Order to Streicher's Inc. based on the terms and conditions set forth in Request for Bids #1968-19 for the purchase of 110 Sig Sauer handguns, ammunition, spare parts, and holsters, to trade in the Police Department's current handguns as partial payment, and to draw funds in the amount of \$41,779.75 from the 2019 Capital Project Fund-Other Equipment #40021100-649100 in payment of same.

2/1/19
adopt.





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

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

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred Res. No. 78-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to issue purchase orders for the purchase of two online phosphate analyzers and associated filtering accessories to be installed at the Wastewater Treatment Facility in order to improve control of effluent total phosphorus; recommends adopting the Resolution.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.5

Res. No. 78 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

A RESOLUTION authorizing the appropriate City officials to issue purchase orders for the purchase of two online phosphate analyzers and associated filtering accessories to be installed at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

WHEREAS, the Council previously authorized the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous; and

WHEREAS, Staff issued Request for Bids #1965-19, has obtained bids, and finds the bid from Mulcahy Shaw Water for two online phosphate analyzers, sample preparation systems, associated mounting hardware, and reagent and cleaning chemicals to meet the specifications set forth in Request for Bids #1965-19 and to be in the best interest of the City; and

WHEREAS, the online phosphate analyzers come with a two year manufacturer's warranty, a copy of which is attached to this Resolution; and

WHEREAS, City Staff intends to install the online phosphate analyzers and sample preparation system.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to issue a purchase order to Mulcahy Shaw Water in the amount of \$46,639.78 for two Xylem/YSI P700IQ phosphate analyzers, two sample preparation systems, associated mounting hardware, and twelve (12) months of reagents and cleaning solutions which incorporates the two year manufacturer's warranty on the phosphate analyzers, and are authorized to draw funds from the following account for the payment of that purchase order:

Wastewater-Sanitary Sewer Maintenance Equipment	
Replacement-Acct. No. 60134110-649200	\$46,639.78

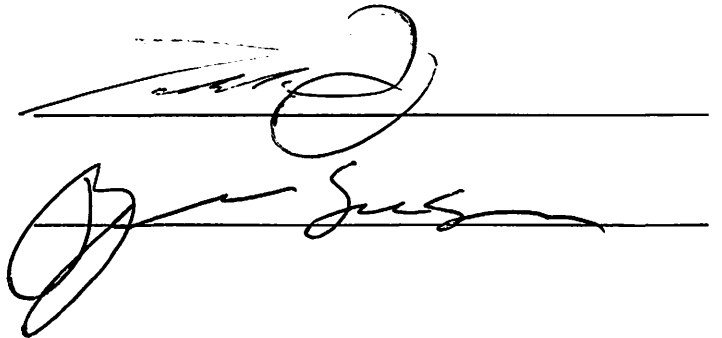
Public Works
adopt

BE IT FURTHER RESOLVED: That to avoid any appearance of serial purchasing, the appropriate City officials are also hereby authorized to issue a purchase order to Viking Electric for the necessary electrical and instrument hardware in order for Staff to complete the installation of the phosphate analyzer and associated equipment and are authorized to draw funds from the following account:

Wastewater-Sanitary Sewer Maintenance Equipment
Replacement-Acct. No. 60134110-649200 \$2,500.00

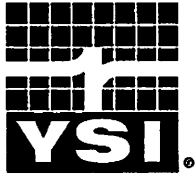
BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw up to \$5,300 from Wastewater-Sanitary Sewer Maintenance Equipment Replacement Acct. No. 60134110-649200 as a contingency regarding this project. The appropriate City officials are authorized to draw funds for expenses that are integral to the completion of this project.

BE IT FURTHER RESOLVED: That the authorization to draw up to \$5,300 as a contingency regarding this project shall not constitute the Council's consent to any legal obligation or to constitute the Council's agreement to forego exercising any legal right.

Two handwritten signatures are present, each written over a horizontal line. The top signature is more stylized and circular, while the bottom signature is more linear and appears to be a name.

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

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



a xylem brand

IQ SensorNet System

WARRANTY

The YSI IQSN Instrument Modules and Controllers (MIQ/TC 2020 XT, DIQ/S 182, DIQ/S 282(4), MIQ/JB, MIQ/PS, MIQ/ C6, MIQ/CR3, etc) are warranted for three (3) years from date of shipment against defects in materials and workmanship. IQSN field cables (SACIQ,SNCIQ) are warranted for one (1) year from date of shipment against defects in material and workmanship. IQSN sensors (Sensolyt, FDO, Trioxmatic, Varion, AmmoLyt, NitraLyt, UV Sensors, Tetracon, ViSolid, VisoTurb, P700, etc) are warranted for two(2) years from date of shipment against defects in material and workmanship (sensor consumables are not included). Within the warranty period, YSI will repair or replace, at its sole discretion, any product that YSI determines to be covered by this warranty.

To exercise this warranty, call your local YSI representative, or contact YSI Customer Service in Yellow Springs, Ohio at +1 937 767-7241, 800-897-4151 or visit www.YSI.com (Support tab) for a Product Return Form. Send the product and proof of purchase, transportation prepaid, to the Authorized Service Center selected by YSI. Repair or replacement will be made and the product returned, transportation prepaid. Repaired or replaced products will have a 90 day warranty from the date of repair or replacement or for the balance of the original warranty period, whichever is longer.

LIMITATION OF WARRANTY

This Warranty does not apply to any YSI product damage or failure caused by.

1. Failure to install, operate or use the product in accordance with YSI's written instructions
2. Abuse or misuse of the product
3. Failure to maintain the product in accordance with YSI's written instructions or standard industry procedure
4. Any improper repairs to the product
5. Use by you of defective or improper components or parts in servicing or repairing the product
6. Modification of the product in any way not expressly authorized by YSI

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YSI'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY. IN NO EVENT SHALL YSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred Res. No. 79-19-20 by Alderpersons Wolf and Sorenson authorizing executing a storm sewer easement (Yang and Lee); recommends adopting the Resolution.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

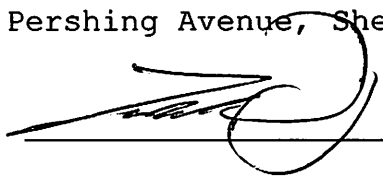
5.6

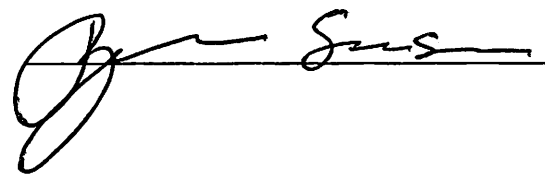
Res. No. 79 - 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing a storm sewer easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Storm Sewer Easement for the City to construct a storm sewer at the following location:

Boonsai Yang and Pachia Lee, 2315 Pershing Avenue, Sheboygan, WI





Public/
works
adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

STORM SEWER EASEMENT

THIS INDENTURE, made this day of 2019, by Boonsai Yang and Pachia Lee residing at 2315 Pershing Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

Part of 59281650790
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a storm sewer in, under, and along the North 10 feet of the West 5 feet of the following described property:

LOT 14, EXCEPT THE WEST 55 FEET THEREOF, AND ALL OF LOT 15, BLOCK 3,
KONING ESTATES, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the storm sewer construction.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 16 day of August, 2019.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred Res. No. 80-19-20 by Alderpersons Wolf and Sorenson authorizing executing a storm sewer easement (Molenda); recommends adopting the Resolution.

Consent.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.7

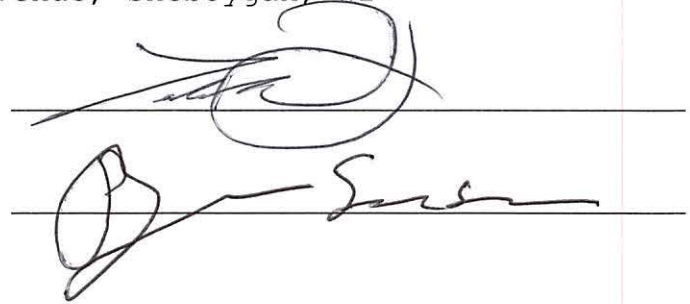
Res. No. 80- 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing a storm sewer easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Storm Sewer Easement for the City to construct a storm sewer at the following location:

Andrew W. Molenda, 2401 Pershing Avenue, Sheboygan, WI

Public/works adopt



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

STORM SEWER EASEMENT

THIS INDENTURE, made this day of 2019, by Andrew W. Molenda residing at 2401 Pershing Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

Part of 59281650770
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a storm sewer in, under, and along the North 10 feet of the East 5 feet of the following described property:

THE EAST SIXTY (60) FEET OF LOT THIRTEEN AND THE WEST FIFTY-FIVE (55) FEET,
OF LOT FOURTEEN, BLOCK THREE (3), KONING ESTATES IN THE
CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the storm sewer construction.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

14 IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this day of August, 2019.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred Res. No. 81-19-20 by Alderpersons Wolf and Sorenson authorizing executing a storm sewer easement (Holtz); recommends adopting the Resolution.

Consent.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.8

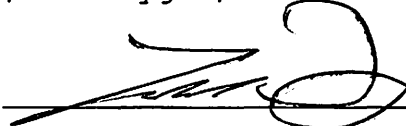
Res. No. 81 - 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

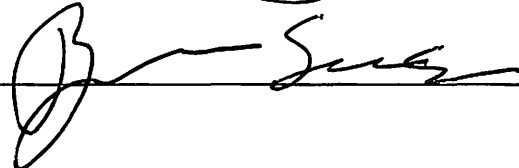
A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Robert Holtz, 2335 Mayflower Avenue, Sheboygan, WI

Public Works
adopt





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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this ____ day _____, 2019, by Robert Holtz a single person residing at 2335 Mayflower Avenue, Sheboygan, Wisconsin 53081, " **GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-621210
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, a part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Block 2 of the Plat of Jetzer's Park Side Addition as recorded in Volume 9 of Plats on Page 51 as Document 661517 in the Sheboygan County Register of Deeds Office; thence West along the South line of Lot 3, said Block 2, a distance of 15 feet; thence South along a line parallel with the West line of said Lot 2 extended, a distance of 8 feet; thence East along a line 8 feet South of and parallel with the South line of said Plat, a distance of 165 feet; thence North a distance of 8 feet to the Southeast corner of Lot 1, said Block 2; thence West along the South line of said Plat, a distance of 150 feet to the Point of Beginning, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 22 day of August, 2019.

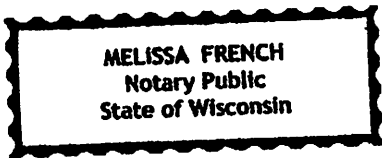
Robert Holtz

Robert Holtz
(Sign in the presence of a Notary Public)

Property Owner Name
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 22 day of August, 2019, Robert Holtz, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa French
Melissa French
Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) s
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred the following:

1. R. O. No. 73-19-20 by Board of Water Commissioners for the Sheboygan Water Utility recommending passage of an Ordinance repealing and recreating Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services"; and
2. Gen. Ord. No. 17-19-20 by Alderpersons Wolf and Sorenson repealing and recreating Section 26-907 and Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services";

recommends receiving and filing the Report of Officer and adopting the Ordinance.

Consent

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

~~II~~

7.1

Gen. Ord. No. 17 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

AN ORDINANCE repealing and recreating Section 26-907 and Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services."

WHEREAS, the consumption of lead in drinking water and from other environmental sources has been determined to cause health problems; and

WHEREAS, the City of Sheboygan and the Sheboygan Board of Water Commissioners find it in the public interest to establish an ongoing program for replacing lead and galvanized service lines connected to the municipal water distribution system; and

WHEREAS, galvanized steel service lines are also a health concern due to lead in coatings and the accretion of lead particles if the galvanized line was ever connected to a lead service line; and

WHEREAS, given the widespread and large number of lead and galvanized service lines installed throughout the City's history, replacement is expected to take place over many years; and

WHEREAS, the Sheboygan Water Utility maintains WDNR-approved water treatment practices intended to minimize lead leaching into drinking water from lead and galvanized service lines that were installed during the first half of the twentieth century and earlier; and

WHEREAS, property owners can also take steps to further reduce risks, such as using point-of-use devices designed to further reduce lead levels, if present; and

WHEREAS, pursuant to § 62.11(5), Wis. Stats., the Common Council has the management and control of the city property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the city, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, fine, imprisonment, confiscation, and other necessary or convenient means; and

WHEREAS, pursuant to § 196.372(2), Wis. Stats., a public water utility may provide financial assistance to the owner of a property to which water utility service is provided for the purpose of assisting the owner in replacing customer-side water service lines containing lead if each of the following three conditions are met:

Public Works
adopt

1. The city in which the public water utility provides utility service to the property has enacted an ordinance that:

- permits the water public utility to provide the financial assistance, and
- requires each owner of a premises that is serviced by a customer-side water service line containing lead to replace that property-side water service line.

2. The street-side water service line and the water main pipe that are connected to the property-side water service line either:

- do not contain lead, or
- the lead-containing portion of the street-side water service line or water main pipe is replaced at the same time as the property-side water service line is replaced.

3. The public service commission has granted its approval pursuant to § 196.372(3), Wis. Stats.

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

Section 1. Section 26-907 of the Municipal Code, entitled "Definitions" is hereby repealed and recreated to read as follows:

"Sec. 26-907. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curb stop means a buried shut-off valve on a service line usually located near the right-of-way line.

Distribution system means the network of water mains or pipes, hydrants, valves and appurtenances owned and operated by the Water Utility. The Utility does not own either the street-side or property-side portion of water service lines.

Galvanized steel service line (GSL) means a water service line constructed of galvanized steel.

Lead service line (LSL) means a water service line constructed of lead, a material commonly used prior to the 1950s. For purposes herein,

GSL and LSL are considered the same in terms of requirements and qualifying for the financial assistance program described in Division 4 of this Article.

Plumbing means and includes:

- (1) All piping, fixtures, appliances, equipment, devices and appurtenances in connection with the water supply, water distribution and drainage systems, including hot water storage tanks, water softeners and water heaters connected with such water and drainage systems and also includes the installation thereof.
- (2) The construction, connection or installation of any drain or waste piping system from the outside or proposed outside foundation walls of any building to the mains or other sewage system terminal within bounds of, or beneath an area subject to easement for highway purposes, including private sewage systems, and the alteration of any such systems, drains or waste piping.
- (3) The water service piping from the outside or proposed outside foundation walls of any building to the main or other water utility service terminal within bounds of or beneath an area subject to easement for highway purposes and its connections.
- (4) The water pressure system other than municipal systems as provided in W.S.A., ch. 144.
- (5) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement; to prevent with a margin of safety unequal air pressures of such force as might blow, siphon or affect trap seals, or retard the discharge from plumbing fixtures, or permit sewer air to escape into the building; to prohibit cross connection, contamination or pollution of the potable water supply and distribution systems; and to provide an adequate supply of water to properly serve, cleanse and operate all fixtures, equipment, appurtenances and appliances served by the plumbing system.

Pre-qualified plumbing contractor means a person, firm, or corporation or other entity licensed by the State of Wisconsin to perform plumbing work and established on the Water Utility's pre-qualified list of plumbing contractors.

Property means real property as defined in § 70.03, Wis. Stats.

Property owner means a person or legal entity having a possessory interest, legal or equitable, in property, which defined term includes an estate, trust, or lien.

Property-side service line means the portion of the water service line from the outlet joint of the curb stop to the inlet of the property's water meter.

Service line means a smaller pipe connected as a lateral to a larger public water main and intended to convey water into buildings or grounds. Service lines are the responsibility of the property owner served, or intended to be served, by the line.

Spot lead service line means a water service line constructed of lead (or galvanized) on either the property or street side portions, but not both.

Storm and clear drains means a drain, sewer or pipe for conveying water, stormwater, groundwater, subsurface water or clear water wastes from any source and shall include sump pumps as defined by Chapter SPS 382, Wis. Admin. Code.

Street-side service line means the portion of the water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop."

Section 2. Division 4 of Article VIII of Chapter 26 of the Municipal Code is hereby repealed and recreated to read as follows:

"DIVISION 4. - SEWER AND WATER SERVICES

Sec. 26-991. - Supervision.

All sewer mains and all water mains shall be under control of the department of engineering and public works and the board of water commissioners, and no service pipe shall be laid and no opening into or connection with a sewer service lateral, public sewer or water main shall be made, relayed, replaced or repaired, except under the direction and supervision of the plumbing inspector.

Sec. 26-992. - Connections with public sewer and water systems—Permit required.

No person shall open any street, alley or other public place for the purpose of laying or repairing any water service or drain pipe, or make or repair any attachment or connection with any water or sewer service or drain or do any kind of work connecting any private sewer or drain to the

main or street sewer or other disposal terminal, or in connecting any water pipe or system to the water main, or do any other kind of work in connection with any public or private sewer inside or outside of any building except emergency repairs, without first having obtained a written permit therefor from the department of engineering and public works or its authorized agent.

Sec. 26-993. - Same-Issuance of permits.

Permits required by this division shall be issued only upon written application made by a licensed master plumber, utility contractor, master plumber restricted sewer, authorized by the owner or agent of the premises desiring to make such excavations, connections, extension or alteration, stating the name of the owner and that the owner and such licensed contractor will be bound by and be subject to all rules and regulations as prescribed in this article, giving the exact location of the premises, stating the purpose for which the connection, extension or alteration is to be used, the time when the work is to be done and all other particulars in respect thereto.

Sec. 26-994. - Same-Availability of permits.

No work of laying or relaying building sewers, storm drains or water services shall be commenced or continued without the required permit to connect with the public water or sewer system being on the premises and in the possession of the plumber or his employee.

Sec. 26-995. - Time for connections.

If the plumber is unable to make the connection at the time specified, then notice shall be left at the office of the plumbing inspector requesting another time for inspection of the connection.

Sec. 26-996. - Extension through lot line.

- (a) When sewer (sanitary, storm and mini-storm) laterals and water laterals are laid, they shall be laid to run from their mains to two feet inside the lot line.
- (b) The installation and maintenance of all sewer (sanitary, storm and mini-storm) and water laterals from the city mains shall be the responsibility of the owner of the property which they serve.

Sec. 26-997. - Connection to city sewer system beyond city limits.

- (a) No person shall connect or join or cause to be connected or joined to the sanitary or storm water sewerage system of the city, either

directly or indirectly, any sanitary or stormwater sewer from outside of the limits of the city, except a duly organized sewage district, in which case all connections in such districts with the city sewerage system and its extensions, and all plumbing connected with the system, to any building, lot or premises outside of the city limits shall be in conformity and in full compliance with the plumbing regulations which the common council may enact as part consideration for the granting of permits for extension of and connection with the city sewerage system.

- (b) No sanitary sewer serving any property in the city, or any lot or area served by virtue of its being perpendicularly adjacent to city sanitary sewer service shall be extended from or through the lot so served to another lot or area beyond the corporate limits of the city. The plumbing inspector shall not issue a permit for plumbing work that would result in violation of the provisions of this section.

Sec. 26-998. - Abandonment of building sewer.

- (a) Any person demolishing or moving a building or structure that is served by a sewer shall engage a licensed master plumber under permit to properly abandon the building sewer immediately inside the front lot line on private property.
- (b) The building sewer shall be disconnected at the front lot line and the pipe capped with materials approved by Chapter SPS 384 of the Wis. Admin. Code.
- (c) Abandoned lead water service laterals shall be disconnected and capped at the main and the pipe capped with materials approved by Chapter SPS 384 of the Wis. Admin. Code.
- (d) Sewer and water services permanently abandoned shall be disconnected at the main according to subsection (b).

Sec. 26-999. - Location of drains, sewers and junctions—Recorded by city engineer.

The city engineer shall keep proper records of the location of the premises on which a sewer connection is made, the name of the owner, the name of the plumber making the connection and the exact location of the connection with the public sewer of each drain or sewer so laid and connected.

Sec. 26-1000. - Same—Depth and locations.

The city engineer shall furnish, upon request by any interested person, information concerning the size, location and depth of public and private sewers or drains and the position of the branch, junctions and appurtenances. All reasonable care shall be taken to ensure the correctness of such information, but such correctness will not be guaranteed in any way by the city. When, in accordance with the measurements furnished, a junction is not located, an approved saddle shall be used and such connection shall be made under the direction of the city engineer or plumbing inspector.

Sec. 26-1001. - Openings in streets.

- (a) *Permits required.* No person shall uncover or excavate under or around any sewer for any purpose without having obtained a written permit therefor as required in section 26-961. The person performing such work for which a permit was not obtained, and his employer under whose direction the work was done, shall be deemed guilty of a violation of this section.
- (b) *Backfilling.* Backfilling of trenches shall be made with due care and in a workmanlike manner according to approved standards and methods so as to prevent the breaking of the pipes or joints or the settling of drain sewer. The backfilling shall be done in accordance with the standards and methods for excavation and backfilling on file with the department of public works and as amended from time to time. Copies of such standards and methods shall be made available by the departments of engineering and public works to any contractor engaged in such work.

Sec. 26-1002. - Surface water drains and connections.

- (a) No person shall connect any rainwater leaders or area drains, or make any similar connections with any public sanitary sewer which empties into the city sanitary sewerage system nor drain any lot or area into any manhole connecting with any such sanitary sewerage system and any such connections presently existing shall be forthwith removed by the owner of the premises involved.
- (b) No person shall open any storm sewer or connect any rainwater leader or area drain therewith without permission from the plumbing inspector and the departments of engineering and public works, and subject to such conditions as they shall impose.
- (c) All storm and clear water drains in and for any new building construction located adjacent to an existing storm sewer shall be connected to such storm sewer prior to occupancy.

- (d) Owners of existing buildings shall connect all storm and clear water drains to mini-storm sewers (auxiliary sewers installed primarily for storm and clean water drains and sump pump connections which are constructed subsequent to the paving of the adjacent street) or storm sewers which serve their property within 90 days of notice of serviceability of such storm sewer or mini-storm sewer, with the exception that extensions of up to two years at a time may be granted upon application by the property owner to the committee on public works of the common council supported by a sworn statement that no clear water problem exists and indemnifying the city against any injury, loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.
- (e) All new commercial and industrial buildings and additions and/or remodeling to existing commercial and industrial buildings shall have rain gutters and downspouts, or other such system as approved by the city engineer, for directing rainwater from the respective roofs to city storm sewer, or to designed retention ponds or other systems approved by the city engineer, in such a manner that water runoff directed to or discharged upon adjacent private properties is neither increased in intensity or rate of flow, unless an easement or other written consent is obtained from the owners of all surrounding properties upon which such increased water runoff is, or is to be, discharged.

Sec. 26-1003. - Water services and private water mains.

Water service laterals and private water mains from the public water main in the street to the curb stop shall be ductile iron, soft copper, or plastic, as permitted under SPS 384.30(4), Wis. Admin. Code, with no sweat joints underground. If plastic, then the lines and mains must be installed with tracing wire.

Sec. 26-1004. - Identification of Lead and Galvanized Service Lines.

- (a) The Water Utility shall create and maintain a record of the location of all identified lead and galvanized service lines in the City. This includes information from plumbing records and field observations.
- (b) Upon notice from the Utility, any person or entity who owns, manages, or otherwise exercises control over a property connected to the distribution system shall allow the Utility to inspect the property-side service line to determine the service line material as authorized by § 196.171, Wis. Stats.

Sec. 26-1005. - Lead and Galvanized Service Line replacement requirement.

- (a) All existing lead and galvanized service lines connected to the water distribution system shall be replaced with water service lines constructed of materials as authorized in this ordinance. Repairs shall not be allowed.
- (b) No person, other than a Utility employee or agent, may connect a property-side LSL to a non-lead street-side service line, or a non-lead property-side service line to a street-side LSL.
- (c) Prior to replacement of street-side lead service lines, such as on water main replacement projects, the Utility shall inspect all affected property-side service lines for the presence of lead or galvanized steel.
- (d) If a property or street-side LSL is to be replaced, then any remaining lead or galvanized portion of the service line must also be replaced at the same time.
- (e) On all water main replacement projects, or other construction projects where significant and direct impact will affect lead or galvanized water service lines, all lead and galvanized service lines shall be replaced, and not reconnected, in their entirety. This generally excludes street restoration that does not involve excavation of the water service lines.

Sec. 26-1006. - Financial assistance for lead and galvanized service line replacements.

- (a) The City authorizes its Board of Water Commissioners, acting through the Water Utility, to implement and maintain a financial assistance program for the replacement of lead and galvanized service lines in accord with the requirements of the Wisconsin Public Service Commission.
- (b) If the Board of Water Commissioners implements an approved financial assistance program, the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the entire service line replacement, but not to exceed a maximum grant amount established by the Board of Water Commissioners, which shall periodically review and adjust the maximum grant amount. All work must be done by a Utility-approved plumbing contractor.
- (c) In the event of a planned service line replacement, such as on a water main replacement project, the actual cost for replacement of the street-side LSL will be assessed to the property owner in accord with Sheboygan ordinance 122-98c(4). The Utility may provide eligible

property owners with financial assistance for the entire cost of the property-side replacement.

- (d) In the event of an unplanned service line replacement, such as a leaking LSL, the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the entire LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor, subject to the maximum grant amount. The cost of a service line replacement shall be determined by actual bid results and construction cost per foot of service line replacement. Additional work, such as electrical grounding or meter support, shall fall under property-side costs.
- (e) In the case of a spot LSL replacement, with lead only on the street-side, and if it is unplanned, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor. If it is planned, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the remainder shall be assessed to the property owner.
- (f) In the case of a spot LSL replacement, with lead on the property-side, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor.
- (g) The property owner must also execute a temporary right of entry and construction easement authorizing the Utility and/or its contractors' access to the dwelling as needed.
- (h) Financial assistance granted to eligible property owners shall be in accordance with the following priority:
 - (1) Properties with licensed/certified child care facilities or schools.
 - (2) Properties where the Utility is replacing the street-side service line on a planned or emergency basis, or where other street construction will significantly impact LSL's, resulting in health concerns.
 - (3) Properties with a leaking or failed street-side or property-side service line

- (4) Properties where the Utility determines that replacing a property-side service line is in the best interest of health or safety.
 - (5) All remaining properties with lead or galvanized service lines.
- (j) Written applications for financial assistance.
- (1) A completed written application form provided by the Water Utility shall be signed and submitted by the property owner. The application shall include a certification by the property owner attesting that all eligibility criteria are met. The property owner alone, or collectively with others, must own an entire fee simple title to the property served by the service line.
 - (2) The application must include copies of quotes from at least two pre-qualified plumbing contractors for the proposed work.
 - (3) Prior to commencement of any work, the Utility shall determine if the property owner is eligible for financial assistance, and if there is money available to provide financial assistance. Such determination shall be provided in writing to the property owner. In order to qualify for financial assistance, the property owner must not have any outstanding municipal or other fees preventing issuance of a plumbing permit.
 - (4) Upon completion of an LSL replacement, the property owner shall provide the Utility with a copy of the invoice from the plumbing contractor. Upon satisfactory proof of completion, the Utility shall pay directly to the plumbing contractor the amount of financial assistance approved for the project.
 - (5) In the case of a planned water main replacement project, the written application requirement will be waived for each property with a LSL, and the LSL replacement work will be conducted under the overall water main replacement contract.
- (k) Disputes regarding eligibility for financing shall be appealed to the Board of Water Commissioners, whose determination is final.

Sec. 26-1007. - Private well abandonment.

- (a) Filling and sealing required. All private wells located on any premises which is served by the public water system of the city shall be properly filled at time of connection to the city's water supply system. Only those wells for which a well operation permit has been granted by the common council may be exempted from this requirement. Wells to be abandoned shall be filled in accordance with the procedures outlined in chapter NR 812 of the Wis. Admin. Code.
- (b) Well operation permit. A permit may be granted to a well owner to operate a well for a period not to exceed 15 years if the following requirements are met. Application shall be made on forms provided by the plumbing inspector.
 - (1) The well and pump installation meet the requirements of chapter NR 812 of the Wis. Admin. Code, and a letter from a licensed well and pump installer accompanies the application and provides that the well meets the requirements of chapter NR 812 of the Wis. Admin. Code.
 - (2) The well has a history of producing safe water and presently produces bacteriologically safe water as evidenced from laboratory tests by a laboratory certified by the State of Wisconsin.
 - (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
 - (4) No physical or cross connection shall exist between the piping of the public water system and the private well.
- (c) Reports and inspection. A well abandonment report must be submitted by the well owner to the Wisconsin Department of Natural Resources on forms provided by that agency. The report shall be submitted immediately upon completion of the filling of the well.

Sec. 26-1008. - Connection to public waterworks required.

Upon annexation, or when expressly authorized by the common council, the public water supply system shall be made available to newly annexed areas or specifically designated premises. Thereafter, connection to the city's water supply system shall be made within 90 days. Every building intended for human occupancy located within the city shall utilize potable water from the public waterworks.

Sec. 26-1009. - Cross-connection control.

- (a) A cross-connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the city water system, and the other water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
- (b) No person shall establish or permit to be established or maintain or permit to be maintained any cross-connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the city may enter the supply or distribution system of the municipality unless such private auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Sheboygan Water Utility and by the Wisconsin Department of Natural Resources in accordance with section NR 810.15(2) of the Wis. Admin. Code.
- (c) It shall be the duty of the Sheboygan Water Utility to maintain and implement a comprehensive cross connection control program for the elimination of all existing unprotected cross-connections and prevention of all future un-protected cross connections to the last flowing tap or end-use device, pursuant to section NR 810.15 of the Wis. Admin. Code. Included in said duty is to cause inspections to be made of all properties served by the public water system where cross-connections with the public water system is deemed possible.
- (d) Upon presentation of credentials, the representative of the city shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the city for cross-connections. If entry is refused, such representative shall obtain a special inspection warrant under W.S.A. § 66.122. On request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property.
- (e) The Sheboygan Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under W.S.A. chapter 68, except as provided in subsection (f). Water service to such property shall not be restored until the cross-

connection(s) has been eliminated in compliance with the provisions of this section.

- (f) If it is determined by the Sheboygan Water Utility that a cross-connection or an emergency endangers public health, safety or welfare and requires immediate action, and a written finding to that effect is filed with the city clerk and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under W.S.A. chapter 68, within ten days of such emergency discontinuance.
- (g) This section does not supersede the state plumbing code, but, is supplementary to it.

Sec. 26-1010. - Certification of compliance with Clearwater requirements.

- (a) No person may obtain a building permit for improvements to the interior of a building serviced by a sanitary sewer until such time as a certificate of compliance has been obtained from the building inspection department as provided in this section within ten business days of the application. Performing any improvements requiring a building permit without a certificate of compliance shall constitute a violation of this Code and shall be subject to the penalties set forth in section 26-908.
- (b) Upon written request to the building inspection department an inspection shall be conducted of the premises to ensure compliance with the provisions of section 26-1002 of the Code relating to illegal surface or ground water connections into the sanitary sewer system.
- (c) A certificate of compliance shall be issued by the building inspection department if the building is found to be in compliance with the provisions of the Code relating to surface and ground water connections.
- (d) A notice of noncompliance shall be issued by the building inspection department to the owner of record of any building found not to be in compliance with the provisions of section 26-1002. The notice shall set forth the areas of noncompliance and shall order the owner to bring the building into compliance.
 - (1) Orders applicable to buildings where a sump pump installation is illegal shall have a 60-day compliance period.

- (2) Orders applicable to buildings where clear water is illegally entering the sanitary sewer system via an under-the-basement floor connection shall have a 120-day compliance period.
- (e) In the event a request for a certificate of compliance is made within two years of the issuance of a previous certificate of compliance where an inspection was conducted, and the owner certifies that no changes have occurred to the premises since the previous certificate was issued which render the premises out of compliance with the city's Clearwater requirements, a reinspection of the premises will not be required.
- (f) Any present or proposed owner of a building feeling aggrieved by the issuance of a notice of noncompliance may appeal to the plumbing board of appeals by following the procedure outlined in sections 26-937 and 26-938 of the Code.
- (g) *No warranty.* A certificate of compliance indicates that so far as can be reasonably determined by a visual inspection of the premises and review of city records, the premises meets the requirements of this article. Neither the city, nor its inspectors assume any liability in the inspection or issuance of a certificate of compliance, and the issuance of a certificate of compliance does not guarantee or warrant the condition of the premises inspected.

Sec. 26-1011. - Backflow preventers.

In this section, "sanitary building drain" means horizontal piping within or under a building, installed below the lowest fixture or the lowest floor level from which fixtures can drain by gravity to the building sanitary sewer.

All new residential, commercial and industrial buildings shall have backflow prevention valves installed on all sanitary building drains at the owner's expense, except as provided below.

A property owner may apply in writing to the manager of planning and inspection services for an exception to the provisions of this section. The application must include evidence of the elevation of both the sanitary building drain and the nearest manhole to which the sanitary building drain is or will be connected. The manager of planning and inspection services may approve the exception if the elevation of the sanitary building drain is at least two feet higher than the elevation of the nearest manhole to which the sanitary building drain is or will be connected.

Sec. 26-1012. - Rain water drains.

Every building and all parts thereof shall be so drained so as not to cause dampness on the walls and ceilings. No downspout within six feet of adjoining property shall be pointed toward such property. Discharge from a downspout shall not create a nuisance. The downspout discharge shall be considered a nuisance in situations including, but not limited to, such discharge creating icing problems on city streets, alleys or sidewalks, damaging a city street or sidewalk, creating ponds of standing water, or flowing over adjoining property.

Sec. 26-1013. - Sump pumps.

In areas where storm sewers are not available, sump pumps shall discharge onto the surface and shall be directed either to the rear lot line or to the street and shall not be directed as to flow on adjacent property. Discharge from the sump pump shall not create a nuisance. The sump pump discharge shall be considered a nuisance in situations including, but not limited to, such discharge creating icing problems on city streets, alleys and sidewalks, damaging a city street or sidewalk, creating ponds of standing water, or flowing over adjoining property."

Two handwritten signatures in black ink. The top signature is a stylized, cursive name. The bottom signature is a more legible, cursive name.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

45

R. O. No. 73 - 19 - 20. By BOARD OF WATER COMMISSIONERS.
September 3, 2019.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners for the Sheboygan Water Utility recommend passage of an Ordinance repealing and recreating Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services".

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President

Public Works
rec file

II

R. O. No. _____ - 19 - 20. By CITY CLERK. September 16, 2019.

Submitting a claim from Progressive Insurance for alleged damages to the vehicle of their insured claimant (Alfonso Canseco) when a rotten tree branch fell on the vehicle.

*Finance
+
Personnel*

CITY CLERK

DATE RECEIVED

9-3-19

RECEIVED BY

MKC

CLAIM NO.

13-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 3 '19 AM 10:55

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

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

1. Name of Claimant: Progressive Insurance on behalf of Alfonso Conseco
2. Home address of Claimant: NCRT 6300 Wilson Mills Rd. Mayfield OH 44143
3. Home phone number: 440-910-2108
4. Business address and phone number of Claimant: same

5. When did damage or injury occur? (date, time of day) 7/20/19 12:00AM

6. Where did damage or injury occur? (give full description) 1923 Elm Ave

Sheboygan WI 53081

7. How did damage or injury occur? (give full description) Rotten branch fell off of tree and landed directly on claimants car

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

(a) Name of such officer or employee, if known: N/A

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

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

(a) Public property alleged to be dangerous: city owned tree per police report. Rotten branch not maintained

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

ONM
PI-21

PI-2P

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second section of faint, illegible text, appearing to be a continuation of the document's content.

Third section of faint, illegible text, possibly containing a list or specific details.

Fourth section of faint, illegible text, continuing the narrative or report.

Fifth section of faint, illegible text, possibly a concluding paragraph or summary.

Sixth section of faint, illegible text at the bottom of the page.

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

Hood, roof, sunroof, back window, right side body
damaged. Car was deemed a total loss on insurance claim.

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

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

Auto: \$ 8826.50

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 8826.50

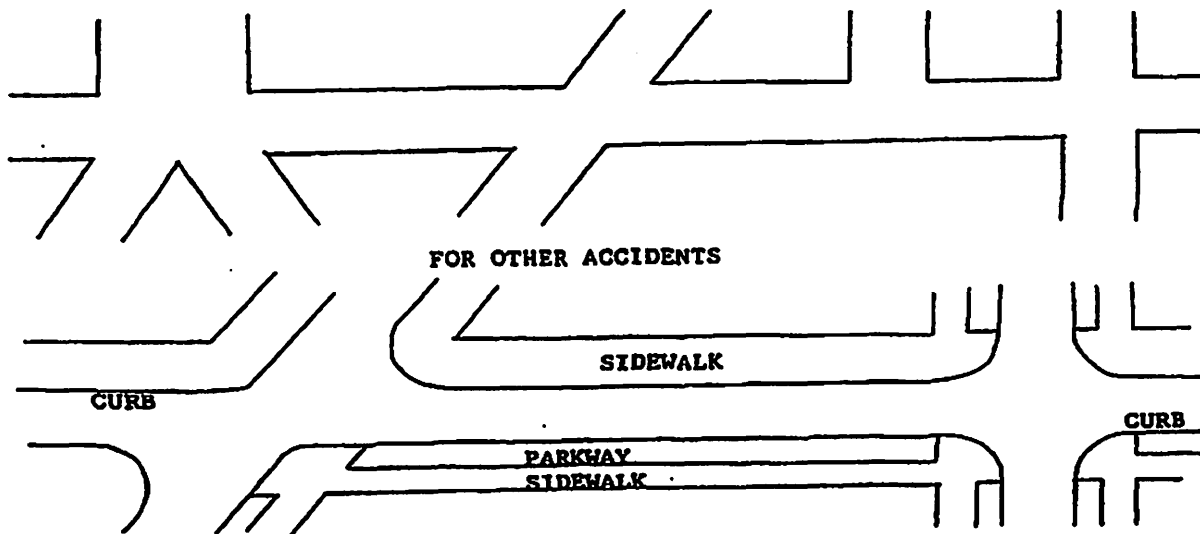
Damaged vehicle (if applicable)

Make: Cadillac Model: CTS Year: 2009 Mileage: 83360

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT *John R.* Progressive Casualty Insurance Company Agent DATE 8-28-19

DATE RECEIVED 9-3-19

RECEIVED BY MKC

CLAIM NO. 13-19

CLAIM

Claimant's Name:	<u>Progressive Insurance</u>	Auto	\$ <u>8826.50</u>
Claimant's Address:	<u>NCRT 6300 Wilson Mills Rd.</u>	Property	\$ _____
	<u>Mayfield OH 44143</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>440.910.2108</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>8826.50</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 8826.50.

SIGNED *Am J* Progressive Casualty Insurance Company Agent DATE: 8-28-19

ADDRESS: NCRT 6300 Wilson Mills Rd. Mayfield OH 44143

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



SHEBOYGAN POLICE DEPARTMENT

Incident C19-14331

Nature: DAMAGE PROPERTY
Location: N49

Address: 1923 ELM AVE
SHEBOYGAN WI 53081

Offense Codes: 9362

Received By: WARTKE,
ARIANE

How Received: 9

Agency: SPD

Responding Officers: SAMUELS, JOHN

Responsible Officer: SAMUELS, JOHN

Disposition: SIT 07/20/19

When Reported: 06:41:13 07/20/19

Occurred Between: 06:41:13 07/20/19 and 06:42:09 07/20/19

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant: 195986

Last: CANSECOPEREZ

First: ALFONSO

Mid: MANUEL

DOB: [REDACTED]

Dr Lic: [REDACTED]

Address: [REDACTED]

Race: W

Sex: M

Phone: [REDACTED]

City: [REDACTED]

Offense Codes

Reported: 9330 DAMAGE/PRIVATE
PROPERTY

Observed: 9362 DAMAGE NON CRIMINAL

Additional Offense: 9362 DAMAGE NON CRIMINAL

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers:

SAMUELS, JOHN

Unit :

249

Responsible Officer: SAMUELS, JOHN

Received By: WARTKE, ARIANE

How Received: 9 911 LINE

When Reported: 06:41:13 07/20/19

Judicial Status:

Misc Entry:

Agency: SPD

Last Radio Log: 07:42:51 07/20/19 CMPLT

Clearance: CLR CLEARED

Disposition: SIT Date: 07/20/19

Occurred between: 06:41:13 07/20/19

and: 06:42:09 07/20/19

Modus Operandi:

Description :

Method :

Sheboygan Police
Department Record
DO NOT DISCLOSE

08/07/19

Involvements

Date	Type	Description
-------------	-------------	--------------------

Narrative

On Saturday, 07-20-19 at 7:10 a.m., I, Officer Samuels, was dispatched to 1923 Elm Ave. to investigate damage to a vehicle caused by a fallen tree branch.

Upon my arrival I found a large tree branch from a city-owned tree in the south parkway had broken off and had fallen onto a black Cadillac CTS, WI: [REDACTED] owned by Alfonso M. Canseco-Perez [REDACTED]

[REDACTED] The branch fell during the storm over the previous night.

I requested DPW respond to remove the branch. I photographed the scene. I could see the Cadillac suffered a shattered rear window and several dents to the roof. There could be more damage that is concealed by the branched that are still on the Cadillac.

I later imported the photographs into the case. Samuels/249

PROGRESSIVE

Damage Assessed By: GARRETT J CARTER

Appraised For: GARRETT CARTER
 (800) 776-4737

Classification:

Type of Loss: Auto
 Date of Loss: 07/20/2019
 Deductible: 1,000.00
 Claim Number: 19-1148726-01

Insured: ALFONSO CANSECO
 Owner: ALFONSO CANSECO
 Address: 1923 ELM AVE, SHEBOYGAN, WI 53081
 Telephone: Home Phone: (920) 327-9067

Contact Phone: (920) 327-9067

Mitchell Service: 911016

Description: 2009 Cadillac CTS
 Body Style: 4D Sed
 VIN: 1G6DF577290105123
 Mileage: 83,360
 OEM/ALT: A
 Color: BLACK
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, PREMIUM SOUND SYSTEM
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS
 TIRE INFLATION/PRESSURE MONITOR, LEATHER STEERING WHEEL, SATELLITE RADIO
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION
 AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM
 REAR BENCH SEAT, STEERING WHEEL AUDIO CONTROLS

Drive Train: 3.6L Inj 6 Cyl 6A RWD
 License: AAS7873 WI
 Search Code: NORTHEAST1

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	101086	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.6 #
<u>Front Lamps</u>							
2	101093	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
3	101094	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
<u>Hood</u>							
4	103313	BDY	REMOVE/INSTALL	Hood Moulding			0.3
5	101638	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.4 #
6	101639	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #
7	100084	BDY	REPAIR	Hood Panel	Existing		3.0*
8		REF	REFINISH	Hood Outside			C 2.7
<u>Front Fender</u>							
9	102585	BDY	REMOVE/INSTALL	R Fender Grille			0.6 #
10	102586	BDY	REMOVE/INSTALL	L Fender Grille			0.6 #
11	100186	BDY	REPAIR	R Fender Panel	Existing		3.0*#
12		REF	REFINISH	R Fender Outside			C 1.7
13	100187	BDY	REPAIR	L Fender Panel	Existing		2.5*#
14		REF	REFINISH	L Fender Outside			C 1.7
15	100198	BDY	REMOVE/REPLACE	R Fender Adhesive Emblem	15223484	13.68	0.2
16	100199	BDY	REMOVE/REPLACE	L Fender Adhesive Emblem	15223484	13.68	0.2
<u>Electrical</u>							
17	101978	MCH	REMOVE/INSTALL	Antenna Base -M			INC #
18	102114	MCH	REMOVE/REPLACE	Communications Antenna -M	25831346	62.16	0.5 #
19		MCH	REFINISH	Antenna -M			C 0.5

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01

Mitchell Data Version: OEM: JUN_19_V0722
 MAPP: JUN_19_V0721

Copyright (C) 1994 - 2019 Mitchell International
 All Rights Reserved

Software Version: 7.1.236

Date: 07/24/2019 02:15 PM
 Estimate ID: 19-1148726-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types
 Quote ID: 51757971

Item #	Part #	Code	Description	Material	Quantity	Unit	Notes
20	102120	MCH	REMOVE/REPLACE Antenna Base	-M			ORDER FROM DEALER 55.56 INC #
<u>Rear Seat</u>							
21	101579	BDY	REPAIR Rear Seat Cushion Cover		Existing		2.0* #
22	101582	BDY	REPAIR Rear Seat Back Cover		Existing		1.5* #
<u>Front Door</u>							
23	100816	BDY	REPAIR R Frt Door Repair Panel		Existing		3.0* #
24		REF	REFINISH R Frt Door Outside				C 1.7
25	100817	BDY	REPAIR L Frt Door Repair Panel		Existing		1.5* #
26		REF	REFINISH L Frt Door Outside				C 1.7
27	101672	BDY	REMOVE/INSTALL R Frt Otr Door Belt Moulding				0.8 #
28	101673	BDY	REMOVE/INSTALL L Frt Otr Door Belt Moulding				0.8 #
29	101670	BDY	REMOVE/INSTALL R Frt Rear View Mirror				INC #
30	101671	BDY	REMOVE/INSTALL L Frt Rear View Mirror				INC #
31	101685	BDY	REMOVE/INSTALL R Frt Otr Door Handle				0.3 #
32	101686	BDY	REMOVE/INSTALL L Frt Otr Door Handle				0.3 #
<u>Rear Door</u>							
33	100822	BDY	REPAIR R Rear Door Repair Panel		Existing		3.0* #
34		REF	REFINISH R Rear Door Outside				C 1.6
35	100823	BDY	REPAIR L Rear Door Repair Panel		Existing		2.0* #
36		REF	REFINISH L Rear Door Outside				C 1.6
37	101674	BDY	REMOVE/INSTALL R Rear Otr Door Belt Moulding				0.2 #
38	101675	BDY	REMOVE/INSTALL L Rear Otr Door Belt Moulding				0.2 #
39	101693	BDY	REMOVE/INSTALL R Rear Otr Door Handle				0.7 #
40	101694	BDY	REMOVE/INSTALL L Rear Otr Door Handle				0.7 #
<u>Roof</u>							
41	102897	BDY	REPAIR Roof Panel		Existing		9.0* #
42		REF	REFINISH Roof Panel Outside				C 2.3
43	101018	BDY	REMOVE/REPLACE Rear Roof Header Panel		22824497	15.33	1.5
44	101704	BDY	REMOVE/INSTALL Roof Headliner				4.7 #
45	101705	BDY	REMOVE/INSTALL Frt Overhead Console				INC
46	101706	BDY	REMOVE/INSTALL Rear Overhead Console				INC
<u>Sunroof</u>							
47	101708	GLS	REMOVE/INSTALL Frt Sunroof Glass Panel				INC
48	101710	GLS	REMOVE/INSTALL Rear Sunroof Glass Panel				1.6 #
49	101709	BDY	REMOVE/INSTALL Sunroof Assy				1.5 #
50	102906	BDY	REPAIR Frt Sunroof Glass Assembly		Existing		1.0*
<u>Back Window</u>							
51	101066	GLS	REMOVE/REPLACE Back Window Glass		25879314	623.97	3.0 #
52	101068	GLS	REMOVE/REPLACE Back Window Adhesive		N.A.		
<u>Side Body</u>							
53	101720	REF	REFINISH R Quarter Panel Outside				C 1.8
54	101721	REF	REFINISH L Quarter Panel Outside				C 1.8
55	101083	BDY	REPAIR R Roof Rail	-S	Existing		3.0*
56		REF	REFINISH R Roof Rail				C 1.6 #
57	101084	BDY	REPAIR L Roof Rail	-S	Existing		3.0*
58		REF	REFINISH L Roof Rail				C 1.6 #
59	101142	BDY	REPAIR R Otr Quarter Wheelhouse Panel		Existing		7.0*
60	101143	BDY	REPAIR L Otr Quarter Wheelhouse Panel		Existing		5.0*
61	101755	BDY	REMOVE/INSTALL R Frt Roof Garnish Moulding				0.3
62	101756	BDY	REMOVE/INSTALL L Frt Roof Garnish Moulding				0.3
63	101757	BDY	REMOVE/INSTALL R Rear Roof Garnish Moulding				0.3
64	101758	BDY	REMOVE/INSTALL L Rear Roof Garnish Moulding				0.3
65	101761	BDY	REMOVE/INSTALL R Rocker Moulding				0.5
66	101762	BDY	REMOVE/INSTALL L Rocker Moulding				0.5
67	101233	BDY	REMOVE/REPLACE Quarter Package Tray Trim Panel		ORDER FROM DEALER	309.75	0.6 #
68		BDY	REMOVE/INSTALL Rear Seat Assy				INC
<u>Luggage Lid</u>							
69	101812	BDY	REMOVE/INSTALL Luggage Lid Moulding				0.4 #
70	101768	BDY	REMOVE/INSTALL Luggage Trim Panel				INC
71	101269	BDY	REPAIR Luggage Lid Panel		Existing		1.5*
72		REF	REFINISH Luggage Lid Outside				C 1.8
<u>Rear Body</u>							
73	101407	BDY	REMOVE/REPLACE Ctr Rear Body Finish Panel		20875226	83.22	0.3
<u>Rear Lamps</u>							
74	101777	BDY	REMOVE/INSTALL R Rear Combination Lamp				0.4 #

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01

Mitchell Data Version: OEM: JUN_19_V0722

Software Version: MAPP: JUN_19_V0721

7.1.236

Copyright (C) 1994 - 2019 Mitchell International
 All Rights Reserved

Date: 07/24/2019 02:15 PM
 Estimate ID: 19-1148726-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types
 Quote ID: 51757971

PROGRESSIVE

Damage Assessed By: GARRETT J CARTER

Appraised For: GARRETT CARTER
 (800) 776-4737

Classification:

Type of Loss: Auto
 Date of Loss: 07/20/2019
 Deductible: 1,000.00
 Claim Number: 19-1148726-01

Insured: ALFONSO CANSECO
 Owner: ALFONSO CANSECO
 Address: 1923 ELM AVE, SHEBOYGAN, WI 53081
 Telephone: Home Phone: (920) 327-9067

Contact Phone: (920) 327-9067

Mitchell Service: 911016

Description: 2009 Cadillac CTS
 Body Style: 4D Sed Drive Train: 3.6L Inj 6 Cyl 6A RWD
 VIN: 1G6DF577290105123 License: AAS7873 WI
 Mileage: 83,360
 OEM/ALT: A Search Code: NORTHEAST1
 Color: BLACK
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, PREMIUM SOUND SYSTEM
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS
 TIRE INFLATION/PRESSURE MONITOR, LEATHER STEERING WHEEL, SATELLITE RADIO
 CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION
 AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM
 REAR BENCH SEAT, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	101086	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.6 #
<u>Front Lamps</u>							
2	101093	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
3	101094	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
<u>Hood</u>							
4	103313	BDY	REMOVE/INSTALL	Hood Moulding			0.3
5	101638	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.4 #
6	101639	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #
7	100084	BDY	REPAIR	Hood Panel	Existing		3.0*
8		REF	REFINISH	Hood Outside			C 2.7
<u>Front Fender</u>							
9	102585	BDY	REMOVE/INSTALL	R Fender Grille			0.6 #
10	102586	BDY	REMOVE/INSTALL	L Fender Grille			0.6 #
11	100186	BDY	REPAIR	R Fender Panel	Existing		3.0* #
12		REF	REFINISH	R Fender Outside			C 1.7
13	100187	BDY	REPAIR	L Fender Panel	Existing		2.5* #
14		REF	REFINISH	L Fender Outside			C 1.7
15	100198	BDY	REMOVE/REPLACE	R Fender Adhesive Emblem	15223484	13.68	0.2
16	100199	BDY	REMOVE/REPLACE	L Fender Adhesive Emblem	15223484	13.68	0.2
<u>Electrical</u>							
17	101978	MCH	REMOVE/INSTALL	Antenna Base -M			INC #
18	102114	MCH	REMOVE/REPLACE	Communications Antenna -M	25831346	62.16	0.5 #
19		MCH	REFINISH	Antenna -M			C 0.5

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01

Mitchell Data Version:

OEM: JUN_19_V0722
 MAPP: JUN_19_V0721

Copyright (C) 1994 - 2019 Mitchell International
 All Rights Reserved

Software Version: 7.1.236

Page 1 of 5

Date: 07/24/2019 02:15 PM
 Estimate ID: 19-1148726-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types
 Quote ID: 51757971

75	101778	BDY	REMOVE/INSTALL	L Rear Combination Lamp		0.4 #
76	101779	BDY	REMOVE/INSTALL	R License Lamp		0.4 #
77	101780	BDY	REMOVE/INSTALL	L License Lamp		0.2 #
78	101782	BDY	REMOVE/INSTALL	High Mount Stop Lamp		0.2 #
<u>Rear Bumper</u>						
79	101787	BDY	REMOVE/INSTALL	Rear Bumper Cover		1.3 #
<u>Additional Operations</u>						
80		REF	ADD'L OPR	Clear Coat		2.6
<u>Additional Costs & Materials</u>						
81			ADD'L COST	Paint/Materials		800.00 *
82			ADD'L COST	Hazardous Waste Disposal		3.00 *
<u>Special/Manual Entry</u>						
83	900500	BDY *	ADD'L LABOR OP	GLASS CLEANUP	Existing	0.5*

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	74.3	60.00	0.00	0.00	4,458.00 T	Taxable Parts	1,177.35
Refinish	26.2	60.00	0.00	0.00	1,572.00 T	Sales Tax @ 5.500%	64.75
Glass	4.6	60.00	0.00	0.00	276.00 T		
Mechanical	1.0	80.00	0.00	0.00	80.00 T	Total Replacement Parts Amount	1,242.10
					Taxable Labor		6,386.00
					Labor Tax @ 5.500 %		351.23
Labor Summary	106.1						6,737.23
III. Additional Costs					Amount	IV. Adjustments	Amount
Taxable Costs					803.00	Insurance Deductible	1,000.00-
Sales Tax @ 5.500%					44.17	Customer Responsibility	1,000.00-
Total Additional Costs					847.17		
Paint Material Method: Rates Init Rate = 40.00							
						I. Total Labor:	6,737.23
						II. Total Replacement Parts:	1,242.10
						III. Total Additional Costs:	847.17
						Gross Total:	8,826.50
						IV. Total Adjustments:	1,000.00-
						Net Total:	7,826.50

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01

Mitchell Data Version: OEM: JUN_19_V0722

Software Version: MAPP:JUN_19_V0721

7.1.236

Copyright (C) 1994 - 2019 Mitchell International
 All Rights Reserved

Date: 07/24/2019 02:15 PM
Estimate ID: 19-1148726-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types
Quote ID: 51757971

Point(s) of Impact
4 Right Rear Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Dick Brantmeier Collision Center (NW)
Address: 3624 Kohler Memorial Dr
(NW-BRILL)
Sheboygan, WI 53081
(920) 458-6111
Inspection Date: 07/24/2019

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01

Mitchell Data Version: OEM: JUN_19_V0722
MAPP:JUN_19_V0721

Copyright (C) 1994 - 2019 Mitchell International
All Rights Reserved

Software Version: 7.1.236

Page 4 of 5

Date: 07/24/2019 02:15 PM
Estimate ID: 19-1148726-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types
Quote ID: 51757971

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	07/24/2019 11:15:25 AM
Estimate Started:	07/24/2019 11:45:51 AM
Estimate Printed:	Estimate not printed
Estimate Committed:	07/24/2019 02:14:34 PM
Estimate Uploaded:	07/24/2019 02:15:05 PM

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01

Mitchell Data Version: OEM: JUN_19_V0722

MAPP: JUN_19_V0721

Copyright (C) 1994 - 2019 Mitchell International

Software Version: 7.1.236

All Rights Reserved

Page 5 of 5

II

R. O. No. _____ - 19 - 20. By CITY CLERK. September 16, 2019.

Submitting a claim from Stephen Schnabel for alleged damages to his vehicle when a City owned truck backed into it.

*Finance
Personnel*

CITY CLERK

DATE RECEIVED

9-9-19

RECEIVED BY

MKC

CLAIM NO.

14-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: STEPHEN SCHNABEL
- 2. Home address of Claimant: 2739 N. 26TH ST SHEBOYGAN WI 53083
- 3. Home phone number: 920-410-0231
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 08-13-19 12:31 PM

6. Where did damage or injury occur? (give full description) _____
PARKING LOT 1315 N. 23RD ST / POLICE DEPT.

7. How did damage or injury occur? (give full description) _____
VEHICLE WAS PARKED IN PARKING LOT. CITY EMPLOYEE BACKED CITY OWNED CSG TRUCK INTO VEHICLE CAUSING DAMAGE TO FRONT BUMPER.

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

(a) Name of such officer or employee, if known: YENG YANG

(b) Claimant's statement of the basis of such liability: EMPLOYEE DID NOT OBSERVE VEHICLE WHILE BACKING UP

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

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

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

NO INJURIES N/A

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

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

Auto: \$ 1618⁵⁸

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1618⁵⁸

Damaged vehicle (if applicable)

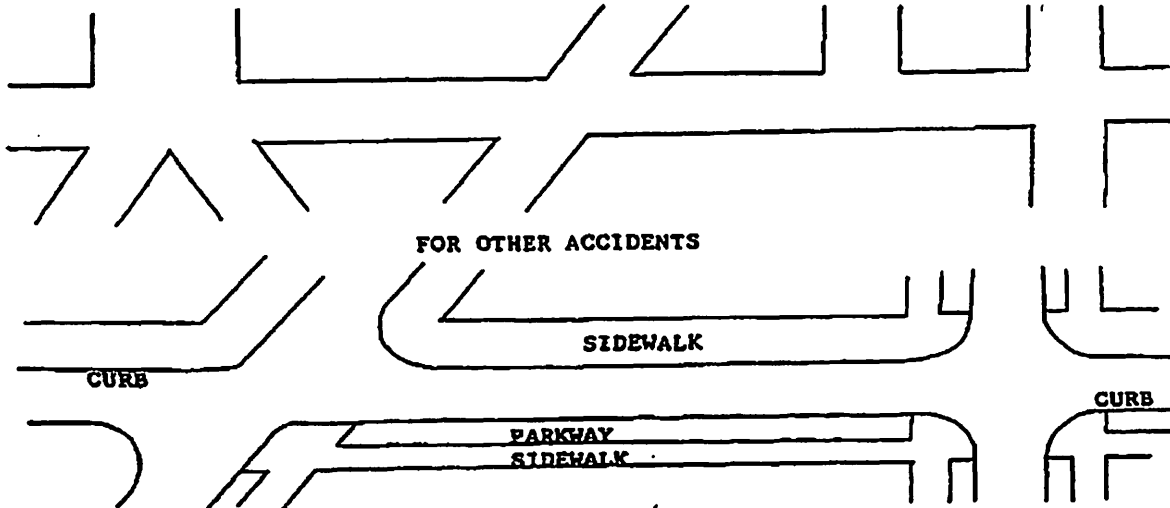
Make: CHEVROLET Model: SILVERADO Year: 2012 Mileage: 59,396

Names and addresses of witnesses, doctors and hospitals: _____

KENDRA ZIPPERER 1315 N. 23RD ST SHEBOYGAN WI 53081

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

09-08-19

ACCIDENT REPORT ATTACHED

DATE RECEIVED 9-9-19

RECEIVED BY WKC

CLAIM NO. 14-19

CLAIM

Claimant's Name:	<u>STEPHEN SCHWABEL</u>	Auto	\$ <u>1618⁵⁸</u>
Claimant's Address:	<u>2739 N 26TH ST</u>	Property	\$ _____
	<u>SHEBOYGAN WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-410-0231</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>1618⁵⁸</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1618⁵⁸.

SIGNED [Signature] DATE: 09-08-19

ADDRESS: 2739 N 26TH ST
SHEBOYGAN WI 53083

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

G7L0BNZLVQ
C19-16189

Wisconsin Motor Vehicle
Crash Report

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

G7L0BNZLVQ

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy SERGEANT SCOTT REINEKE	
Crash Date 08/13/2019		Crash Time 12:31 PM		Date Arrived 08/13/2019		Time Arrived 12:32 PM	
Date Notified 08/13/2019		Time Notified 12:31 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed		<input type="checkbox"/> Reporting Threshold	
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type PRIVATE PROPERTY/PARKING LOT				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Location

ON N 23RD ST 713 FT S OF SUPERIOR AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY		Latitude 43.75919798	Longitude -87.7371314	Lat/LongSource TLT/ILT	Access Control
		X Coordinate 440662.5625	Y Coordinate 4845392	On Roadway Link ID# 5074339	On Roadway Link Offset 713
		Override <input type="checkbox"/>	Tribal Land		Structure Type NO STRUCTURE

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location IN PARKING LANE OR ZONE	
Manner of Collision 02--FRONT TO REAR		Light Condition	
Road Surface Condition(s) DRY		Environment Factor(s) NONE	
Roadway Factor(s) NONE, NOT APPLICABLE		Weather Condition(s) CLOUDY	
Animal Type		Relation To Trafficway NON TRAFFICWAY - PARKING LOT	
Crash Classification - Location PRIVATE PROPERTY		Crash Classification - Jurisdiction PRIVATE PROPERTY	
Tribal Land		Access Control PARTIAL CONTROL	Special Study

Unit Summary

01	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements	
UNIT	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel EASTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A	Total Lanes 0	
01	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way PARKING LOT OR PRIVATE PROPE		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					
Role DRIVER			Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL	

G7L0BNZLVQ
C19-16189

Wisconsin Motor Vehicle
Crash Report

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

01
UNIT
INDIVIDUAL
01
UNIT
INDIVIDUAL
01
UNIT
INDIVIDUAL

Last Name YANG		First Name YENG		Middle Initial NIA	Suffix
Street Address 1611 N 27TH PLACE		Street Address 2		PO Box	
City SHEBOYGAN		State WI	Zip Code 53081	Country of Residence UNITED STATES	
DOB 12/31/1972	Sex M	Race A	Hair BLACK	Eyes BROWN	Height 502
Weight 127		Phone Number (920) 946-5989 EXT.			
Driver's License Number Y5209607247108		State WI	License Jurisdiction STATE	Country of Issuance UNITED STATES	
License Type NON-CDL DRIVER'S LICENSE		License Status VALID LICENSE		DL Expire Year 2023	
Equipment	On Duty Accident POLICE		Safety Equipment		
Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC		SHOULDER & LAP BELT			
Helmet Use		Helmet Compliance			
Eye Protection		Tint Compliance			
Injury	Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED		
Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED	
Medical Transport NOT TRANSPORTED		EMS Agency Identifier		EMS Run #	
Hospital		Date of Death		Time of Death	
Non Motorist	Striking Unit #		Location		To/From School
Prior Action		Action			
Distracted By Action NOT DISTRACTED					
Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		Action Other			
Drug & Alcoh	Individual Condition APPEARED NORMAL				
Suspected Alcohol Use NO		Suspected Drug Use NO			
Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type			Alcohol Test Results	
Drug Test Given TEST NOT GIVEN	Drug Test Type			Drug Test Results	
Drug Type					
License Plate Number E6796		Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES	
Vehicle Identification Number 1GCHTBEA8H1257114			Year 2020	Make CHEVROLET	
Model COLORADO		Body Style PK - PICKUP		Color BLK - BLACK	
Initial Contact Point 6--REAR					

G7L0BNZLVQ
C19-16189

Wisconsin Motor Vehicle
Crash Report

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

UNIT VEHICLE	01	Extent Of Damage MINOR DAMAGE	Vehicle Damage 6--REAR			
	01	Towed Due To Damage NOT TOWED	Vehicle Factors			
	01	Vehicle Removed By OPERATOR	NOT APPLICABLE			
	01	What Driver Was Doing BACKING	Driver Prior Action Other	Bus Use NOT A BUS		
	01	Driver Actions UNSAFE BACKING				
	01	<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address		
	01	Organization Type GOVERNMENT	Company Name CITY OF SHEBOYGAN			
	01	Last Name	First Name	Middle	Suffix	Date of Birth
	01	Street Address 828 CENTER AVE	Street Address2	PO Box		
	01	City SHEBOYGAN	St WI	Zip Code 53081	Country of Residence UNITED STATES	
01	Telephone Number (920) 549-3333 EXT.					
01	01	Event MOTOR VEH IN TRANSPORT				
01	02	Event PARKED MOTOR VEHICLE				
01	03	Event				
01	04	Event				
UNIT HOL DER	01	Insurance Company SELF INSURED	<input checked="" type="checkbox"/> Policy Holder Same As Owner		<input type="checkbox"/> Policy Holder Same As Driver	
	01	Organization Type GOVERNMENT	Last Name	First Name	Policy Holder Company CITY OF SHEBOYGAN	

Unit Summary

UNIT	02	Unit Status LEGALLY PARKED	Vehicle Operating As Classification D CLASS	Unit Type TRUCK		
	02	Vehicle Type UTILITY TRUCK/PICKUP TRUCK			Operating As Endorsements	
	02	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	02	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A	Total Lanes 2
	02	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function	Emergency Motor Vehicle Use	
	02	Traffic Way PARKING LOT OR PRIVATE PROPE	Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	02	Surface Type BLACKTOP (BITUMINOUS)	Road Curvature STRAIGHT		Road Grade LEVEL	
	02	Truck Bus or HazMat NO				
	02	License Plate Number KC8927		Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES

G7L0BNZLVQ
C19-16189

Wisconsin Motor Vehicle
Crash Report

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

UNIT VEHICLE	Vehicle Identification Number 3GCPKSE7XCG189878		Year 2012	Make CHEVROLET		
	Model SILVERADO		Body Style PK - PICKUP		Color GRY - GRAY	
	Initial Contact Point 12--FRONT		Vehicle Damage			
	Extent Of Damage MINOR DAMAGE		12--FRONT			
	Towed Due To Damage NOT TOWED		Vehicle Factors			
	Vehicle Removed By OPERATOR		NOT APPLICABLE			
	What Driver Was Doing LEGALLY PARKED		Driver Prior Action Other		Bus Use NOT A BUS	
	Driver Actions NO CONTRIBUTING ACTION					
	<input type="checkbox"/> Vehicle Owner Same As Operator			<input type="checkbox"/> Use Operator Address		
	Organization Type INDIVIDUAL		Company Name			
Last Name SCHNABEL		First Name STEPHEN		Middle H	Suffix Date of Birth 04/24/1978	
Street Address 2739 N 26TH ST		Street Address2		PO Box		
City SHEBOYGAN		St WI	Zip Code 53083	Country of Residence UNITED STATES		
Telephone Number (920) 410-0231 EXT.						
01	Event MOTOR VEH IN TRANSPORT					
02	Event PARKED MOTOR VEHICLE					
03	Event					
04	Event					
UNIT HOL DER	Insurance Company AMERICAN-FAMILY-INS-CO		<input checked="" type="checkbox"/> Policy Holder Same As Owner		<input type="checkbox"/> Policy Holder Same As Driver	
	Organization Type INDIVIDUAL	Last Name SCHNABEL	First Name STEPHEN		Policy Holder Company	

Description

Diagram

Reconstruction By
Photos By OFFICER SPENCER WILSON

Additional Information

G7L0BNZLVQ
C19-16189

Wisconsin Motor Vehicle
Crash Report

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

Law Enforcement Agency Phone Number (920) 459-3333 EXT.	ORI Number WI0600200	BFUNC Agency 5961	TraCS Agency Number 427
--	-------------------------	----------------------	----------------------------

OFFICE USE ONLY

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

08/22/2019 10:54 AM

Owner

Owner: STEVE SCHNABEL
Address: 2739 NORTH 26TH. STREET
City State Zip: Sheboygan, WI 53083

Cell: (920)410-0231
FAX:

Inspection

Inspection Date: 08/22/2019 10:55 AM
Primary Impact: Front

Inspection Type:
Secondary Impact:

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081

Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Contact:

Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Target Complete Date/Time:

Days To Repair: 3

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Silverado K1500 LT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3 FLEX
4 Speed Automatic

Lic.Plate: KC8927
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 3GCPKSE7XCG189878
Mileage: 59,143
Mileage Type: Actual
Code: U7825E
Int. Color:
Int. Refinish: Two-Stage

Options

4-Wheel Drive
Alarm System
Auto Locking Hubs (4WD)
Chrome Step Bumper
Dual Airbags
Floor Mats

AM/FM CD Player
Anti-Lock Brakes
Center Console
Cruise Control
Electronic Transfer Case
Full Size Spare Tire

Air Conditioning
Auto Headlamp Control
Chrome Steel Wheels
Daytime Running Lights
Emergency S.O.S. System
Halogen Headlights

Head Airbags	Heated Power Mirrors	Heavy Duty Battery
Heavy Duty Suspension	Illuminated Visor Mirror	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Steering	Power Windows
Privacy Glass	Side Airbags	Split Folding Rear Seat
Split Front Bench Seat	Stability Cntrl Suspensn	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Traction Control System
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	24	46	Bumper,Front	15941850 GM Part	\$395.00			3.5	SM
2	E	30	46	Extn,Front Bumper Otr LT	22737638 GM Part	\$83.92			0.1	SM
3	E	31	46	Extn,Front Bumper Otr RT	22737639 GM Part	\$86.02			0.1	SM
4	I	152		Defl,Front Bumper	Repair				2.0*	SM
5	L	152		Defl,Front Bumper	Refinish				1.4	RF
					1.4 Surface					
6	E	155	46	Brace,Front Bumper LT	22861858 GM Part	\$20.55			0.1	SM
7	E	156	46	Brace,Front Bumper RT	22861859 GM Part	\$20.55			0.1	SM
8	RI	89		Panel,Frt Bmpr License	R & I Assembly				0.2	SM
9	I	11		Brkt,Front Bumper Mtg LT	Repair				0.5*	SM
10	I	12		Brkt,Front Bumper Mtg RT	Repair				0.5*	SM
11	E	269	46	Brkt,Front Bumper Mtg LT	15902624 GM Part	\$107.40			INC	SM
12	E	270	46	Brkt,Front Bumper Mtg RT	15902625 GM Part	\$107.40			INC	SM
12	Items									

MC Message

46 PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts					\$820.84	
Paint & Materials	1.4 Hours @	\$40.00			\$56.00	
Parts & Material Total						\$876.84
Tax on Parts & Material	@	5.500%				\$48.23
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$60.00	4.1	3.0	7.1	\$426.00	
Mech/Elec (ME)	\$120.00					
Frame (FR)	\$75.00					
Refinish (RF)	\$60.00	1.4		1.4	\$84.00	
Labor Total				8.5 Hours		\$510.00
Tax on Labor	@	5.500%			\$28.05	
Gross Total						\$1,463.12
Net Total						\$1,463.12

Alternate Parts Y/07/00/00/07/07 CUM 07/00/00/07/07 Zip Code: 53081 Default
 OEM Part Prices DT 08/22/2019 10:54 AM EstimateID 593831545165324288 QuoteID ****

Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.643 ES 08/22/2019 11:03 AM REL 8.0.643 DT 04/01/2019 DB 08/01/2019
© 2019 Audatex North America, Inc.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

© 2019 Audatex North America, Inc.

AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.



JOE VAN HORN CHEVROLET
3008 EASTERN AVE, PO BOX 238
PLYMOUTH, WI 53073
OFFICE: 920-893-6361
FAX: 920-893-0953

*** PRELIMINARY ESTIMATE ***

09/04/2019 11:28 AM

Owner

Owner: STEVE SCHNABEL
Address: 2739 N 26TH
City State Zip: Sheboygan, WI 53083

Cell: (920)410-0231
FAX:

Control Information

Loss Date/Time: 08/13/2019 12:31 PM

Loss Type:

Inspection

Inspection Date: 09/04/2019 11:25 AM
Inspection Location: VAN HORN COLLISION
CENTER
Address: 3008 EASTERN AVENUE
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: bodyshop@vanhornchev.com
Primary Impact: Front
Driveable: Yes

Inspection Type:

Contact: RANDY SCHWALLER

Work/Day: (920)893-1726x

Work/Day: (920)893-6361x

FAX: (920)893-0953x

Secondary Impact:

Rental Assisted:

Company: VAN HORN COLLISION
CENTER

Contact: RANDY SCHWALLER

Address: 3008 EASTERN AVENUE

P.O. BOX 238

City State Zip: Plymouth, WI 53073

Email: bodyshop@vanhornchev.com

Appraiser License # :

Work/Day: (920)893-6361x242

Home/Evening:

FAX: (920)893-0953

Repairer

Repairer: VAN HORN COLLISION
CENTER

Address: 3008 EASTERN AVENUE

P.O. BOX 238

City State Zip: Plymouth, WI 53073

Email: bodyshop@vanhornchev.com

License # :

Contact:

Work/Day: (920)893-6361x242

Work/Day:

FAX: (920)893-0953

Regulation ID: TAX ID # 39-1052356

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Silverado K1500 LT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic.Plate: KC8927
Lic Expire:
Prod Date: 12/2011
Veh Insp# :
Condition:
Ext. Color: MAGNA STEEL MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 706S,GHA

Lic State: WI
VIN: 3GCPKSE7XCG189878
Mileage: 59,300
Mileage Type: Actual
Code: U7825E
Int. Color: Ebony w/Premium Cloth Seat
 Trim or
Int. Refinish: Two-Stage
Int. Trim Code: 19C

Options - AudaVIN Information Received

18 Inch Alloy Wheels	4-Wheel Drive	AM/FM CD Player
Air Conditioning	Alarm System	Anti-Lock Brakes
Auto Headlamp Control	Auto Locking Hubs (4WD)	Automatic Dimming Mirror
Bodyside Moldings	Bucket Seats	Camper/Towing Package
Center Console	Chrome Step Bumper	Cruise Control
Daytime Running Lights	Dual Airbags	Dual Power Seats
Dual Zone Auto A/C	Electronic Transfer Case	Emergency S.O.S. System
Floor Mats	Fog Lights	Full Size Spare Tire
Halogen Headlights	Head Airbags	Heated Power Mirrors
Heavy Duty Battery	Heavy Duty Cooling	Heavy Duty Suspension
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	Locking Differential
MP3 Decoder	OnStar System	Overhead Console
Power Adjustable Pedals	Power Brakes	Power Door Locks
Power Steering	Power Windows	Privacy Glass
Rear View Camera	Rear Window Defroster	Remote Starter
Reverse Sensing System	Side Airbags	Skid Plates
Split Folding Rear Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Tow Hooks
Traction Control System	Trailer Hitch	Velour/Cloth Seats
Wireless Phone Connect	XM Satellite Radio	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Bumper									
1	E	24		Bumper,Front	15941850 GM Part	\$395.00		INC	SM
2	N	8		Front Bumper Overhaul	Additional Labor			4.7	SM
3	I	166		Defl,Front Bumper	Repair			1.5*	SM
4	L	166	13	Defl,Front Bumper	Refinish			2.3	RF
					1.4 Surface				
					0.6 Two-stage setup				
					0.3 Two-stage				
5	RI	166		Defl,Front Bumper	R & I Assembly			INC	SM
6	RI	89		Panel,Frt Bmpr License	R & I Assembly			0.2	SM
7	E	11		Brkt,Front Bumper Mtg LT	15791866 GM Part	\$93.80		0.7	SM
8	E	12		Brkt,Front Bumper Mtg RT	15791866 GM Part	\$93.80		0.7	SM
9	E	269		Brkt,Front Bumper Mtg LT	15902624 GM Part	\$107.40		INC	SM
10	E	270		Brkt,Front Bumper Mtg RT	15902625 GM Part	\$107.40		INC	SM

Manual Entries

11	EC			Haz Waste	Replace Economy	\$8.00*			SM
12	EC			Flex Additive	Replace Economy	\$6.00*			SM
12 Items									

MC Message
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts \$797.40
Other Parts \$14.00
Paint & Materials 2.3 Hours @ \$42.00 \$96.60
Parts & Material Total \$908.00
Tax on Parts & Material @ 5.500% \$49.94

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	1.6	6.2	7.8	\$483.60
Mech/Elec (ME)	\$115.00				
Frame (FR)	\$85.00				
Refinish (RF)	\$62.00	2.3		2.3	\$142.60
Labor Total				10.1 Hours	\$626.20
Tax on Labor		@ 5.500%			\$34.44
Gross Total					\$1,618.58
Net Total					\$1,618.58

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53073 Default
 OEM Part Prices DT 09/04/2019 11:28 AM EstimateID 598551164111298560 QuoteID ****
 Rate Name Default

Audatex Estimating 8.0.642 Update 5 ES 09/04/2019 11:32 AM REL 8.0.642 Update 5 DT 08/01/2019 DB 09/01/2019
 © 2019 Audatex North America, Inc.

0.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

- * = User-Entered Value
- NG = Replace NAGS
- UE = Replace OE Surplus
- EU = Replace Recycled
- UM = Replace Reman/Rebuilt
- UC = Replace Reconditioned
- N = Additional Labor
- IT = Partial Repair
- P = Check
- ^ = Labor Matches System Assigned Rates
- EC = Replace Economy
- ET = Partial Replace Labor
- TE = Partial Replace Price
- L = Refinish
- TT = Two-Tone
- BR = Blend Refinish
- CG = Chipguard
- AA = Appearance Allowance
- E = Replace OEM
- OE = Replace PXN OE Srpls
- EP = Replace PXN
- PM = Replace PXN Reman/Rebit
- PC = Replace PXN Reconditioned
- SB = Sublet Repair
- I = Repair
- RI = R & I Assembly
- RP = Related Prior Damage

II

R. O. No. _____ - 19 - 20. By DIRECTOR OF SENIOR SERVICES. September 16, 2019.

Submitting the final Livable Communities Action Plan, City of Sheboygan, Wisconsin, dated August 2019.

*Senior Services
Commission*

Director of Senior Services



Livable Communities Action Plan

City of Sheboygan, Wisconsin

August 2019



LIVABLE
SHEBOYGAN
a community for all

Contents

Committee Members/ Community Partners 1

Background 2

History of Livable Sheboygan Committee 3

Mission, Vision, and Values 4

Outdoor Space and Buildings 5

Transportation 6

Housing 7

Social Participation 8

Respect and Social Inclusion 9

Civic Participation and Employment 9

Communication and Information 10

Community and Health Services 10

Next Steps 11

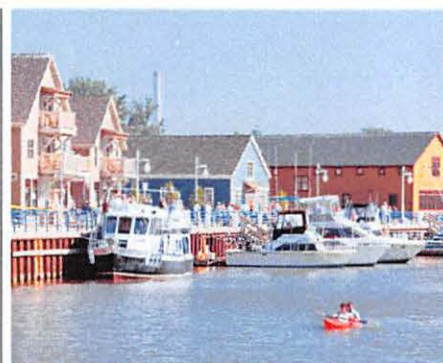
Acknowledgments 11

Appendix

Livability Plan Action Items Matrix

Livable Sheboygan Committee Members

Pastor Abraham, Comunitario Centro La Cima
Carrie Arenz, City of Sheboygan
Sarah Beckman, Habitat for Humanity Lakeside
Jeannie Bogardus, Senior Services Commission
Judy Gmach, AARP Advocate
Craig Grabhorn, Local artist
Darrell Hofland, City of Sheboygan
Lisa Hurley, ADRC of Sheboygan County
Jane Jensen, UW Extension
Tom Malmstad, United Way of Sheboygan County
Nancy Maring, City of Sheboygan
Rich Miesfeld, Lakeland University
John Motiska, Harbor Centre BID
Mary Motiska, Sheboygan County EDC
Derek Muench, Shoreline Metro
Emily Nuernberg, Habitat for Humanity Lakeside
Doug Palmer, Kohler Co.
Chad Pelishek, City of Sheboygan
Grazia Perrella, Sheboygan Resident
Kelly Rohde, Mead Public Library
Jon Rost, Hearthstone
Vicky Schneider, Senior Activity Center
Sarah Schwefel, City of Sheboygan
Michael Vandersteen, City of Sheboygan
Darrin Wasnieswki , AARP
Saleen Yang, Hmong Mutual Assistance Association



Community Partners

City of Sheboygan	AARP Advocate
John Michael Kohler Arts Center	Mead Public Library
AARP	ADRC of Sheboygan County
Kohler Company	Sheboygan County Economic Development Corporation
Habitat For Humanity Lakeside	Centro Comunitario La Cima
Sargento	Lakeland University
UW Extension Sheboygan	Hmong Mutual Assistance Association
Senior Services Commission	United Way of Sheboygan County
Harbor Centre BID District	
Hearthstone	

Background

Sheboygan is a city of approximately 48,200 people in Sheboygan County, Wisconsin. The city is bordered by Lake Michigan on the east, Interstate 43 on the west, the Town of Sheboygan to the north, and Town of Wilson to south. Known as “The Spirit on the Lake,” the City of Sheboygan rests on the Lake Michigan shores, at the halfway point of the state’s eastern seaboard. Historically, hard-working northern Europeans settled Sheboygan and shaped it into the manufacturing powerhouse it continues to be. Over time, Sheboygan has welcomed a more diverse population while continuing its tradition of a strong work ethic. Sheboygan residents enjoy working hard and playing hard. The positioning of Sheboygan on Wisconsin’s Lake Michigan coast,

combined with access to the Sheboygan River and the proximity to outstanding state parks, allows residents and tourists a plethora of recreational activities.



Examining key demographic and economic indicators provides a baseline understanding of the city’s current situation and its opportunities for future focus. Data indicates that Sheboygan is a prosperous coastal community known for its manufacturing base, educational facilities, diverse residents, and quality, affordable housing. These facts, along with a number of key assets, contribute to the city’s strength. However, Sheboygan’s shifting demographic profile and changing position in the region indicate the city needs to consider new approaches and strategies to maintain success. Key economic and demographic indicators for the city are:

- Sheboygan’s 2018 population was 48,203 representing a four percent decrease since 2000. The city’s household size is also shrinking from an average of 2.99 persons per household in 1970 to 2.38 in 2010.
- Sheboygan’s homes are significantly more affordable compared to the county and neighboring communities.
- Sheboygan’s population is more diverse than neighboring communities and the county. In 2000, 12.4 percent of the city’s population was non-white according to 2000 Census data. In 2018, that number increased to 20.8 percent.
- According to 2016 Census data, the city’s median household income was \$44,134. The median age in Sheboygan is 36.6 years compared to the State of Wisconsin at 39.4 years.
- 91.6 percent of residents have achieved a high school diploma or higher. 23.6 percent of residents have received a bachelor’s degree or higher, per 2016 Census data.

AARP Livability Index rates Sheboygan’s Livability Index Score as a total of 64/100, indicating strengths in Transportation, Opportunities and Engagement. Sheboygan strengths also include exceptional full-time police and fire departments. The Sheboygan Police Department consists of the 83 full-time sworn officers, providing 24-hour police protection. The Sheboygan Fire Department consists of the 74 sworn officers, providing 24-hour fire and emergency medical services to the residents of Sheboygan.

Background Continued

The City of Sheboygan operates a premier public transportation system known as Shoreline Metro. Service is offered Monday through Saturday, with most routes operating on a 30-minute schedule. In 2018, Shoreline Metro contracted with the Sheboygan Area School District (SASD) to provide free bus service year-round to their students.

SASD serves nearly 9,200 students in 26 schools, providing a wide variety of educational opportunities, ranging from four-year old kindergarten to college courses offered at the high school level. All instruction is provided by a highly-educated teaching staff. The State of Wisconsin standards for teaching licenses are among the highest in the nation.

Sheboygan is proud to host the University of Wisconsin Green Bay, Sheboygan campus located within its municipal boundaries.



History of Livable Sheboygan Committee Work

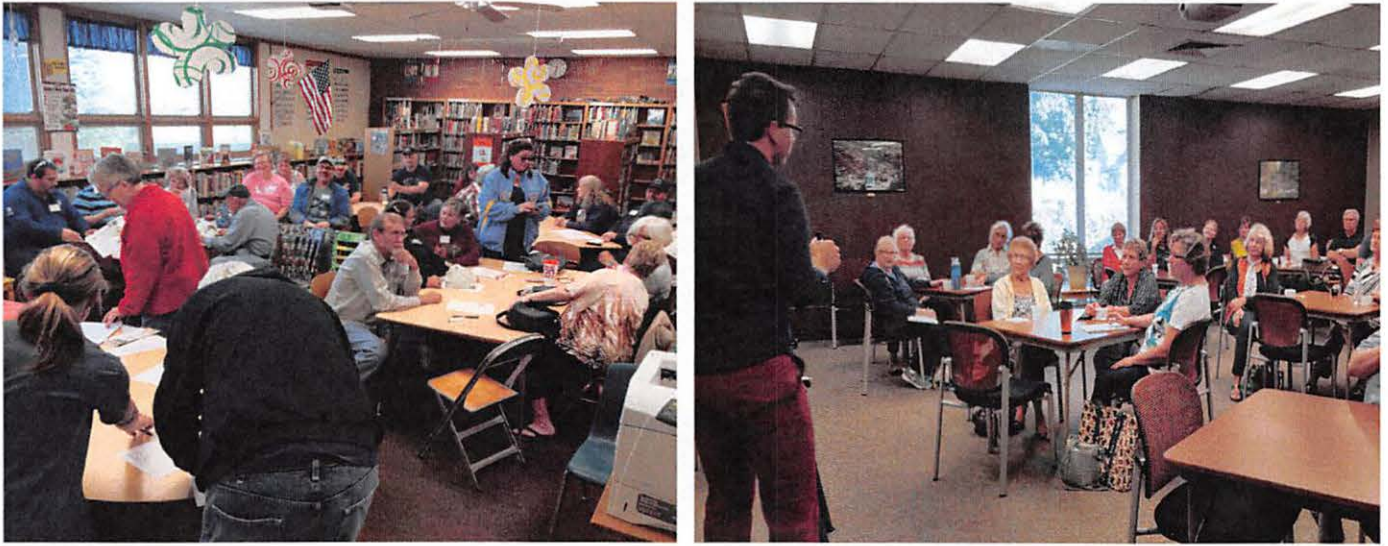
Shortly after Sheboygan joined the American Association of Retired Persons (AARP) Network of Age-Friendly Cities initiative, a task force was formed to create an action plan to make Sheboygan more livable. Recognizing the importance of inclusion, the task force chose to focus on livability rather than age-friendliness, and named themselves “Livable Sheboygan.” Livable Sheboygan includes members from local advocacy groups, non-profits, City of Sheboygan staff, economic development professionals, the arts community, and members of the business improvement district. The mission developed by Livable Sheboygan involves promoting positive attributes of the community through collaboration, advocacy, and engagement. The group is committed to building partnerships and effective communication with stakeholders in our community.

Livable Sheboygan sponsored community outreach to promote and discuss livability in late fall of 2018. This outreach included five community listening sessions guided by the AARP livability listening session manual. These sessions gathered feedback from residents to reflect on our city’s condition and services offered specifically to people as they age. Outreach included listening sessions and surveys conducted in Spanish, an appearance on Hmong Radio, a booth at the Hmong New Year celebration, an informational booth at the Sheboygan Farmers Market, and promotion at the Levitt Amp Outdoor Concert Series. Presentations were made to city department heads to inform them of the efforts of Livable Sheboygan and to gather information on initiatives each department has undertaken related to age-friendliness and livability.

Mission and Vision

Mission Statement: To promote the positive attributes of Sheboygan through collaboration, advocacy, and engagement.

Vision Statement: That all community stakeholders are connected to and demonstrate pride in the City of Sheboygan.



Eight Domains of a Livable Community

The eight domains of a livable community is a framework developed by the World Health Organization and promoted by AARP. The framework allows communities to organize their work to become more age friendly and livable; not just for older adults, but for people of all ages. The eight domains are as follows:

- **Outdoor Spaces and Buildings** - Outdoor Spaces and Buildings refer to the public places of gathering in the community. Public buildings and spaces should be easily accessible and welcoming to people with limited mobility.
- **Transportation** - The Transportation domain covers public transportation and all of the various ways that people move about the community.
- **Housing** - The housing domain asks communities to ensure that there are ample housing options for older adults in the community, including handicap accessible private homes, subsidized housing for seniors and affordable assisted living.
- **Social Participation** - Access to leisure and cultural activities, including opportunities for older residents to socialize and engage with their peers as well as with younger people.
- **Respect and Social Inclusion** - Programs that promote ethnic and cultural diversity, as well as multigenerational interaction and dialogue.
- **Civic Participation and Engagement** - Paid work and volunteer activities for older residents and opportunities to engage in the formulation of policies relevant to their lives.
- **Communication and Information** - Access to communications technology and other resources so older residents can connect with their community, friends, and family.
- **Community and Health Services** - Access to home-based care services, health clinics and programs that promote wellness and active aging.

OUTDOOR SPACES AND BUILDINGS

Outdoor Spaces and Buildings refer to the public places of gathering in the community. Public buildings and spaces should be easily accessible and welcoming to people with limited mobility.

Sheboygan continues to rank high in this domain during our survey and exploration phase. Outdoor spaces and buildings is included in the City of Sheboygan's strategic plan under Quality of Life. 87 percent of survey participants indicated the quality of life in Sheboygan was excellent, very good, and good. This is an overall increase of 13 percent since the 2016 Community Survey. 2016 was the first time a community survey was completed.

Sheboygan's waterfront continues to be the number one asset of the community. Sheboygan's miles of lakefront, sandy beaches and navigable river entice thousands of residents and tourists each year. The area has become a natural resource destination and brings in millions of dollars in visitor spending per year.

Sheboygan maintains over 76 acres of parkland. As the city and neighboring areas continue to grow, the demand on existing programs, facilities, and park areas are anticipated to grow proportionally. Sheboygan intends to continue its tradition of providing top-quality, outdoor recreational opportunities for its residents.

Downtown Sheboygan has a walkability score of 83/100 and bike score of 89/100 per WalkScore.com. Downtown Sheboygan, Riverfront, and South Pier are in the midst of an important revival. Downtown Sheboygan is a cultural destination complete with art, music, nightlife and dining. Downtown Sheboygan is also experiencing a number of new, large-scale, residential complexes providing the growing number of resident the robust, walkable, urban lifestyle they are looking for.

Livable Sheboygan proposes to:

- Communicate and promote an ADA assessment plan, make recommendations, and advocate for all city facilities to be brought up to code.
- Inventory and promote current accessible amenities throughout the City of Sheboygan.
- Improve the perception of neighborhood safety.



TRANSPORTATION

The Transportation domain covers public transportation and all of the various ways that people move about the community.

Transportation options available in Sheboygan are excellent for a community with a population under 50,000. Sheboygan has a city-operated public transportation service known as Shoreline Metro providing service Monday through Saturday to Sheboygan and the surrounding cities, towns and villages. All buses are equipped with bike racks and accessible features for mobility concerns. Shoreline Metro also offers an on-demand para transit service for door-to-door service for the elderly for medical appointments at a subsidized rate from Sheboygan County. Bus ridership on fixed routes has increased by 14 percent in 2018, a 16 year high in ridership. Shoreline Metro also operates the Metro Trolley during the summer months to connect the downtown and lakefront districts. This service is available to residents and tourists.

Sheboygan also has a number of privately owned taxi services and ride-sharing services, one example being Uber. In July 2005, the U.S. Congress adopted a new transportation budget including special provisions to create a Non-motorized Transportation Pilot Program. Sheboygan County was one of four communities in the country selected to participate. As part of the program, Sheboygan County received nearly \$25 million over four years to develop a network of pedestrian and bicycle facilities that connect neighborhood. The City of Sheboygan received the largest share of these funds, used to invest in new trails to promote non-motorized transportation.

Sheboygan also realized the need to provide alternative forms of transportation. In 2020, Sheboygan will implement a bike share program allowing residents and visitors the ability to rent bicycles to navigate the downtown and lakefront areas.

Livable Sheboygan endorses the following activities as it relates to transportation:

- Create large font maps and other public information to assist in wayfinding.
- Provide adequate wayfinding signage around the city.



HOUSING

The housing domain asks communities to ensure that there are ample housing options for older adults in the community, including handicap accessible private homes, subsidized housing for seniors and affordable assisted living.

The majority of the housing stock in Sheboygan is pre-1940 vintage. This poses challenges for residents that prefer to live in a newer, affordable house. During community listening sessions, discussion centered around affordable housing opportunities, senior living, aging-in-place opportunities, and being able to live in close proximity to downtown.

Sheboygan offers a variety of housing options for older residents across a spectrum of needs – including independent living, assisted living, secured memory care, and skilled nursing care. Several of the options include supportive services. Sheboygan does not, however, provide a comprehensive continuum of care model in the same facility.

A number of local efforts are underway to improve the availability of housing for older adults, including affordable housing. Currently under construction is a 118-unit affordable housing development based on income in the former tannery property. Also, the city is currently undertaking a Riverbend Master Plan and one proposed use for the former Mayline property along the Sheboygan River is to redevelop the property with aging-in-place senior housing.

To address the Housing domain, Livable Sheboygan proposes to complete the following:

- Research and recommend programs and activities which encourage people of all ages to be connected to their communities and to remain in the own homes.
- Research and promote housing assistance programs for aging in place.



SOCIAL PARTICIPATION

Access to leisure and cultural activities, including opportunities for older residents to socialize and engage with their peers as well as with younger people.



According to the World Health Organization, social participation has significant benefits above and beyond adding entertainment to a lifestyle. Social participation is connected to positive health and well-being outcomes, including a longer lifespan, lower rates of depression, and feelings of empowerment. However, as an individual grows older, opportunities to participate socially can be more challenging due to physical changes or a lack of accessible transportation. As a result, in order for older adults to participate, social opportunities must be close to home, varied, and consistently occurring.



Fortunately, for the residents of Sheboygan have many options for social participation already exist. Residents interact with each other numerous times a week/month through a variety of venues including but not limited to the Senior Activity Center, Mead Public Library and the John Michael Kohler Arts Center.



Seniors in Sheboygan can easily miss out on social opportunities because there is no centralized resource to find information about community events and other social activities. Instead, information is hosted in a variety of places including websites, Facebook, newspapers, and radio or TV commercials. Furthermore, event and class descriptions often do not contain information about accessibility or audio/visual support leaving individuals who have physical and sensory impairments with concerns about attending.

- Invite and encourage residents of all ages to attend public events, such as farmers markets, classes, concerts, and community festivals.



RESPECT AND SOCIAL INCLUSION

Programs that promote ethnic and cultural diversity, as well as multigenerational interaction and dialogue.

Inclusion goes beyond simply inviting people to participate. Intrinsic to the concept of inclusion is the sense of a wide range of perspectives, especially lesbian, gay, bisexual, transgender, questioning (LGBTQ) and minority perspectives that may be frequently excluded. All residents need to feel valued, respected, and appreciated. Too often, older adults are invited to passively engage in community activities, rather than being recognized as potential active participants. In order for Sheboygan to become an livable community, it will be necessary not only for older residents to feel included in community activities, but also for seniors to provide an important voice in public matters, viewed as contributing members of society, and given the opportunity to take on leadership roles.

For the past few years Sheboygan has made a conscious effort to bring more young professionals to the city and encourage those currently living locally to stay. As a result, many networking groups have been focused on creating events and opportunities for young professionals and community-wide conversations have been largely focused on the importance of the millennial to a city's vitality. As a result, many older adults have begun to feel undervalued and even uninvited to actively participate in a community to which they have contributed for years. While it is important to enhance the vitality of Sheboygan by catering to certain demographics, we must ensure our efforts do not isolate other populations.



- Develop strategy to expand programming to include diverse senior populations.

CIVIC PARTICIPATION AND EMPLOYMENT

Paid work and volunteer activities for older residents and opportunities to engage in the formulation of policies relevant to their lives

Unlike past generations, Baby Boomers have consistently expressed interest in remaining employed even as they reach their older years. This trend has come about for two reasons; some older adults enjoy the satisfaction and purpose gained from working, while others require additional income to cover their cost of living. Alternatively, as some adults grow older and become financially secure, they encounter new opportunities to start small businesses or launch an encore career. From walking dogs at the Humane Society of Sheboygan County and cleaning up hiking trails, to assisting with local elections, and serving on non-profit boards, there are ample opportunities for an individual of any ability to participate.

In addition to paid positions, Sheboygan boasts hundreds of volunteer opportunities, many of which are popular with older residents.

- Partner with institutions of higher learning to develop and facilitate lifelong learning programs.
- Initiate pop-up meetings to gather community input.
- Educate and encourage older adults to use the Volunteer Center program offered through United Way.

COMMUNICATION AND INFORMATION

Access to communications technology and other resources so older residents can connect with their community, friends, and family.

Communication and Information holds a position of critical importance in the livable community Initiative because it directly affects all of the other domains. If widespread information does not ultimately reach older adults, even the best senior services will be underutilized and the most enjoyable social events will suffer from low attendance. When targeting older adults, it is important to use a variety of modalities to disseminate information. While many Baby Boomers are comfortable using the internet and social media to discover information, older generations are unfamiliar with computers and may miss out on information if not provided in other ways. Although the internet and the city's website ranked as the number one way to access information in the community survey (62 percent), newspapers and local radio were also frequently cited.

- Expand newsletter to include community news items.
- Develop technology training and on-going support for older adults.

COMMUNITY SUPPORT AND HEALTH SERVICES

Access to home-based care services, health clinics and programs that promote wellness and active aging.

Health encompasses more than physical fitness, especially for older adults. In a livable community, health initiatives must also include access to health care services, caregiver support, an emphasis on mental health, and an abundance of preventative wellness programs.

In addition, the resources available for older adults in Sheboygan appear to suffer from a general lack of visibility. While many services exist, including caregiver support, Medicare and Medicaid enrollment assistance, palliative care, hospice, and courses on end of life decisions, the majority of older adults in Sheboygan do not know how to access them, falsely believe they do not qualify for services, or simply do not know these services exist.

- Research and recommend community connections for residents which promote wellness, as well as healthy and active aging.



Next Steps

Now that areas of improvement in Sheboygan have been identified and outlined, the Age-Friendly framework set forth by AARP and the WHO will serve as the guide for the next five years and beyond. Using the action items outlined in the Livable Sheboygan Action Plan, concrete steps to promote, implement, and sustain livable initiatives and programming will make Sheboygan a great place in which to age.

Implementation 2019-2023

The implementation phase of Livable Sheboygan initiative will be led by Livable Sheboygan and domain subgroups. This will occur over the span of three to five years. Upon endorsement of this report, Livable Sheboygan will begin to identify partners and develop the initiatives referenced in this action plan. After three years, Livable Sheboygan and the City of Sheboygan will submit a progress report to the AARP.

City of Sheboygan Five Year Strategic Plan

The City of Sheboygan will be updating their five year strategic plan in 2021. The framework used in this plan update will incorporate the livable community's action plan and the focus on the eight domains. The Strategic Plan has become a valuable resource for governments as a way not only to communicate with residents, but also a means to establish performance based outcomes. The Livable Community's Action Plan and the city's Strategic Plan should share the same vision for the community.



Acknowledgements

Completing the Livable Communities Action Plan for Sheboygan was made possible by the collaboration of dozens of local individuals. Without their hard work and dedication to making our city a more livable place for residents of all ages, this action plan would not come to fruition.

Thank you to the staff of the Senior Activity Center and the Department of Planning and Development for their hard work and dedication of drafting this plan, assisting with the community survey and day-to-day correspondence with representatives of the AARP and the Sheboygan community.

Thank you also to Mayor Michael Vandersteen and City Administrator Darrell Hofland for their support and approval of this project and to Darrin Wasniewski, AARP Wisconsin support. Furthermore, thank you to all the individuals on Livable Sheboygan who helped organize the launch of this project and guide its overall progress. Additionally, thank you to former supervisor of the Senior Activity Center of Sheboygan, Wendy Schmitz for her work and dedication to serve as the inspiration to push this initiative forward and organize all the community listening sessions.

Livable Sheboygan - AARP Livable Communities Action Plan
2017-2022

Domain of Livability: Outdoor Spaces and Buildings

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Communicate and promote City of Sheboygan's Americans with Disabilities Act (ADA) assessment plan and advocate for all City facilities to be brought up to standard.	Livable Sheboygan Task Force	2020-2022	City of Sheboygan; Task Force members	Funding & Time	City of Sheboygan	There will be a positive increase in community perceptions in public facility accessibility on City survey.	Assessment plan is communicated so that all citizens receive access to the information.
Inventory and promote current accessible public amenities throughout the City of Sheboygan.	Livable Sheboygan Task Force	2020/Ongoing	City of Sheboygan; Sheboygan County; and Sheboygan Area School District	Funding & Time	Area non-profits; ADRC of Sheboygan County; Sheboygan Area School District (SASD)	Residents will have an increased knowledge of accessible amenities.	Raise awareness of the virtual/written directories that currently exist to avoid duplication of other community publications.
Improve perception of safety in our neighborhoods.	City of Sheboygan Departmental Teams; Mayor's Neighborhood cabinet	Ongoing	City of Sheboygan; Sheboygan Police Department	Time; Public perception of safety	City of Sheboygan, Landlord association, Neighborhood associations, Police Department	Five percent positive increase in the perception of safety through the addition of more lighting, safe sidewalks (even pavement), clean streets and neighborhoods.	Increased feeling of safety reflected on City Survey; potential reduction in crime.

**Livable Sheboygan - AARP Livable Communities Action Plan
2017-2022**

Domains of Livability:

Transportation - Safe and affordable modes of private and public transportation.

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Provide education on the diverse forms of communication tools which offer public information and wayfinding in the city, such as apps, large-font maps, appropriate signage and directories.	City Planning	Ongoing	City Engineering; Harbor Centre BID; City Planning Intern	Limited demand; cost to produce; Frequency of production; keeping document up to date	Chamber of Commerce; Visit Sheboygan; Harbor Centre BID; Sheboygan County Historical Society	Implementation of public tours.	Information available at the Chamber, City Hall; Senior Activity Center of Sheboygan (SACS); Mead Public Library; Visit Sheboygan, and other community partners.

Domain of Livability

Housing : Availability of home modification programs for aging in place as well as a range of age-friendly housing options.

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Research and recommend programs and activities which encourage people of all ages to be connected to their communities and to remain in the own homes.	Livable Sheboygan	2022	Local corporations who are searching for employees; Livable Sheboygan task force, UW Extension office; City of Sheboygan	Funding; Time; finding volunteers; making connections to those who need the services	Habitat for Humanity; City of Sheboygan; Meals on Wheels, United Way; Housing Authority; Salvation Army; ADRC; Love Inc.; Rebuilding Together	Survey partners on how many people are served to develop a benchmark.	Sheboygan residents have supports to remain in their homes to age in place, or willingly move to appropriate and affordable housing.
Research and promote housing assistance programs for aging in place.	Livable Sheboygan	Ongoing	ADRC; United Way 211	Funding	Housing Authority; Salvation Army; ADRC, Home Care Agencies, Fresh Meals on Wheels, Habitat for Humanity	Survey partners on how many people are served to develop a benchmark.	Sheboygan residents have supports to remain in their homes to age in place, or willingly move to appropriate and affordable housing.

**Livable Sheboygan - AARP Livable Communities Action Plan
2017-2022**

Domain of Livability

Social Participation: Access to leisure and cultural activities, including opportunities for older residents to socialize and engage with their peers as well as with younger people.

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Invite and encourage residents of all ages to attend public events, such as farmers' markets, concerts, and community festivals.	Senior Activity Center of Sheboygan	Ongoing	City of Sheboygan	Financial, time	John Michael Kohler Art Center (JMKAC), Sheboygan County Interfaith Organization (SCIO), Chamber of Commerce - Coastal Young Professionals, Non-profit network	Increased participation as reported on community surveys.	Diminish reports of social isolation of older adults in the community.

Domain of Livability

Respect & Social Inclusion: Programs that promote ethnic and cultural diversity, as well as multigenerational interaction and dialog.

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Develop strategy to expand programming to include diverse populations.	Senior Services Department; Mead Library; ADRC; Community Rec & Ed;	Ongoing	Friends of SACS; JMKAC; Weill Center; Mead Library; Community Rec & Ed	Resistance to being considered "old" or "senior, cultural or language barriers; financial limitations	Partners for Community Development; non-profit network, churches, cultural and ethnic diversity agencies	Sustained or/new partnerships will be created in the community.	New terminology and new programming will be developed to attract nearly- and newly-retired adults, broaden programming to be more diverse in interests and reflect current trends/needs; reduce stigma of "senior services."

**Livable Sheboygan - AARP Livable Communities Action Plan
2017-2022**

Domain of Livability

Civic Participation and Employment: Paid work and volunteer activities for older residents and opportunities to engage in the formulation of policies relevant to their lives.

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Initiate pop-up meetings to gather community input.	Senior Services Department	2022	City of Sheboygan; ADRC; Senior Housing Communities	How to communicate to intended audience; transportation	Mead Library, ADRC of Sheboygan County, Non-profit network; John Michael Kohler Arts Center (JMKAC)	Hold at least two events/meetings annually.	Record and report community responses; implementation of ideas.
Partner with institutions of higher learning for lifelong learning programs.	Senior Services Department	2022	Institutions of Higher Learning; Local Foundations	Costs; transportation; access and understanding of technology and social media	United Way of Sheboygan County; Mead Public Library; Institutions of higher learning	One project completed per year.	Community projects are developed/implemented; increased community awareness and participation in lifelong learning experiences.
Educate and encourage older adults to use the Volunteer Center program offered through United Way.	Senior Services Department and United Way	2021	United Way of Sheboygan County	Communication barriers such as how to reach those with limited access to social media; motivating potential participants	United Way of Sheboygan County; Mead Public Library	Data from United Way demonstrates increased number of volunteers.	Directory or some type of accessible database for older adults to access.

**Livable Sheboygan - AARP Livable Communities Action Plan
2017-2022**

Domain of Livability

Communication Support and Information: Access to communications technology and other resources so older residents can connect with their community, friends and family.

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Expand Senior Activity Center newsletter to include community news items.	SACS staff and City	Sep-20	Local advertisers and business partners	Distribution; Information is ignored	City of Sheboygan communication staff; Senior Activity Center of Sheboygan staff	Increase number of newsletters distributed by 5% annually.	Older adults will be more aware of city events. Older adults will be invited to participate more fully in their community.
Discover and promote or develop technology training and on-going support for older adults.	SACS	2022	Grant opportunities; Local institutions of higher learning	Attracting participants. Continual/sustainable reinforcement of learning	Institutions of Higher Learning; Mead Public Library	Establish surveys for participants in trainings.	Older adults will be more aware of local civic events and will be able to participate and be included more fully in their community.

Domain of Livability

Community Support & Health Services: Access to home-based care services, health clinics and programs that promote wellness and active aging.

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Research and recommend community connections for residents which promote wellness, as well as health and active aging.	Livable Sheboygan Task Group; Senior Activity Center of Sheboygan	Ongoing	ADRC of Sheboygan County, Local Healthcare agencies, Senior Activity Center of Sheboygan (SACS)	Communication gaps, information overload, keeping information current	ADRC, Local healthcare agencies, SACS, YMCA, Community Rec & Ed, Fresh Meals on Wheels	Increase in memberships and participation at Senior Activity Center	Residents are able to access needed services with ease, and will live healthier, longer lives.

III

Res. No. - 19 - 20. By Alderpersons Donohue and Bohren.
September 16, 2019.

A RESOLUTION authorizing the acceptance of monies from Sheboygan Police Department personnel in the amount of \$3,334.50.

WHEREAS, the City of Sheboygan Police Department has a standing Honor Guard Unit that is utilized for police functions; and

WHEREAS, the members attached to the Honor Guard Unit approached police supervision requesting upgrades to uniforms being utilized, which were in excess of 25 years old and outdated; and

WHEREAS, the members attached to the Honor Guard Unit advised that they wished to provide \$3,334.50 in personal funds in order to assist with the expenses associated with upgrading the uniforms; and

WHEREAS, in order to upgrade uniforms, the monies were accepted and utilized to assist with the purchase of uniforms and accompanying equipment.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council accepts the donation of \$3,334.50.

Finance + Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
September 16, 2019.

A RESOLUTION to authorize an appropriation in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following appropriation in the 2019 Budget for the purpose of:

Establishing appropriation for the WISGrant received to be used for traffic enforcement devices.

General Fund	General Fund	
Police Department	Police Department	
Contributions	Operating Supplies	
10121100-434211	10121100-530210	\$4,000.00

*Finance
Personnel*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
September 16, 2019.

A RESOLUTION to authorize an appropriation in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following appropriation in the 2019 Budget for the purpose of:

Establishing appropriation for contributions from nine members of the Sheboygan Police Department Honor Guard Unit to be used for Honor Guard Unit uniform improvements.

General Fund
Police Department
Contributions
10121100-467101

General Fund
Police Department
Operating Supplies
10121100-530210

\$3,334.50

*Finance +
Personnel*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

The first part of the document discusses the general principles of the system. It outlines the objectives and the scope of the project. The second part describes the methodology used in the study, including the data collection and analysis techniques. The third part presents the results of the study, which show a significant improvement in the system's performance. The final part concludes the document and provides recommendations for future research.

The results of the study indicate that the proposed system is effective in achieving its goals. The data shows a clear trend of improvement over time, which is supported by the statistical analysis. The conclusions drawn from the study are that the system is a viable solution for the problem at hand. The recommendations suggest that further research should be conducted to optimize the system and explore its potential applications in other contexts.

The second part of the document details the implementation of the system. It provides a step-by-step guide to the various components and their interactions. The third part discusses the challenges encountered during the development process and how they were overcome. The fourth part evaluates the system's performance against the initial requirements and compares it to existing solutions. The final part offers a summary of the project and its contributions to the field.

The implementation phase was critical to the success of the project. It involved a close collaboration between the development team and the stakeholders. The challenges faced, such as limited resources and time constraints, were addressed through creative problem-solving and effective communication. The evaluation results demonstrate that the system meets the requirements and provides a competitive advantage. The project's success is a testament to the team's dedication and expertise.



Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
September 16, 2019.

A RESOLUTION to authorize an appropriation in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following appropriation in the 2019 Budget for the purpose of:

Establishing appropriation for the WISGrant received to be used for traffic enforcement devices.

General Fund	General Fund	
Police Department	Police Department	
Contributions	Operating Supplies	
10121100-434211	10121100-530210	\$4,000.00

*Finance
Personnel*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 19 - 20 . By Alderpersons Wolf and Sorenson.
September 16, 2019.

A RESOLUTION imposing a residential Recycling Fee for services provided by the City.

WHEREAS, in Res. No. 190-18-19, the Common Council of the City of Sheboygan expressed its sense that transitioning to an automated garbage and recycling collection program is in the best interest of the City; and

WHEREAS, in Res. No. 190-18-19, the Department of Public Works proposed paying for some of the operational costs related to the automated recycling program through the imposition of a fee ("Recycling Fee"); and

WHEREAS, it is the Common Council's understanding that such a Recycling Fee would not trigger a negative adjustment to the City's levy under Wis. Stat. § 66.0602(2m); and

WHEREAS, the City Water Utility will provide administrative support through billing and collection of the Recycling Fee on utility bills.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby imposes a special charge for residential recycling services in the amount of \$4.00 per month per residential unit, with said charge to take effect January 1, 2020.

BE IT FURTHER RESOLVED: That the special recycling charge imposed in accordance with this Resolution shall be a debt due to the City and, if not paid within the time determined by the City, the charge shall be considered delinquent and shall become a lien upon the property. A late payment charge of three percent (3%), but not less than \$0.05 will be added to bills not

*Finance + Personnel
Public Works*

paid within 20 days of issuance. This one-time three percent (3%) late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 19 - 20 . By Alderpersons Wolf and Sorenson.
September 16, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc.

RESOLVED: That the Director of Public Works is hereby authorized to execute the Recycling Partnership Grant Agreement between the City of Sheboygan and The Recycling Partnership, Inc., a copy of which is attached hereto and incorporated herein, and to take all necessary steps to fulfill the City's obligations under the Grant.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



125 Rowell Court
Falls Church, VA 22046
864.760.8828

RECYCLINGPARTNERSHIP.ORG

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below, by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Sheboygan, WI (“Grantee”), which are referred to collectively herein as the “Parties.”

1. **Grant Agreement Documents:** This Grant Agreement consists of this document and its attachments; (a) Terms and Conditions (Attachment A), and (b) Grantee’s Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written. The Parties may amend the Grant Agreement as provided in Paragraph 8.

2. **Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the execution date below and ends on June 30, 2021, unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.

3. **Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.

4. **Duties of Partnership and Grantee:** The Partnership shall make a cash grant to the Grantee in an amount not to exceed TWO HUNDRED NINETY SIX THOUSAND DOLLARS (\$296,000) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grant”). The details of the cash grant and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, found in Attachment B, the Grantee’s Workplan.

In addition to the provision of direct grant funding, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of the in-kind resources to the Grantee:

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grant and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Grantee’s Workplan Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee’s Work Plan.

5. Distribution Provisions: The Partnership shall distribute Grant funds to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee’s Work Plan as outlined in Attachment B hereto determined by The Partnership in its sole and absolute discretion. Excluding the final payment of grant funds, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 below documenting allowable expenditures. Total distributions from The Partnership will not exceed ninety (90) percent of reimbursable costs until the submittal of a final project report; the remaining ten (10) percent of reimbursable expenses shall be paid upon final report submittal. Grant proceeds may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of Grant funds.

6. Invoices: As described in section u, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for allowable expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report, as described in section t, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon presentation of herein described invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety (90) percent of the amount of grant funds to be provided by The Recycling Partnership for allowable expenditures and with the final ten (10) percent becoming available as detailed in Paragraph 5 above.

7. Grant Contacts: Programmatic contacts are set forth below.

Partnership Chief Community Strategy Officer:	Partnership Project Manager:	Grantee Project Manager:
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Jill Martin Telephone: (920) 540-0179 Email: jmartin@recyclingpartnership.org	Jason Blasiola, Superintendent of Streets and Sanitation Telephone: 920-459-3447 Email: jason.blasiola@sheboyganwi.gov

8. Changes and Amendments: Any change to this Grant Agreement that increases or decreases the amount distributable to the Grantee is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. The Grant Agreement may be amended or modified in writing signed by the Parties, subject to the approval of the Common Council of the City of Sheboygan by resolution.

9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. Subject-to-Appropriations: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Common Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent that the City of Sheboygan appropriates sufficient funds for the Grantee to perform its obligations hereunder.

The parties have executed this Grant as of the date last below written.

The Recycling Partnership, Inc.

Signed By _____

Cody Marshall,
Chief Community Strategy Officer

Signed by The Recycling Partnership on this date:

City of Sheboygan, WI

Signed By: _____
David Biebel, Director
Department of Public Works

DATE: _____

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to mitigate the specified reasons, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee is entitled to retain a percentage of the Cash Grant distributed from The Partnership equal to the total amount of actual allowable expenditures incurred for educational and outreach efforts prior to termination.

b. Notices: All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to The Recycling Partnership at cmarshall@recyclingpartnership.org with a copy to jmartin@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to Grantee's Project Manager, Jason Blasiola, at jason.blasiola@sheboyganwi.gov with a copy to David Biebel, Director of Public Works, at david.biebel@sheboyganwi.gov.

c. Recycled Paper: The Partnership encourages the Grantee to seek that all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty (30) percent post-consumer recycled content, only if cost effective.

d. Lobbying: The Grantee shall not use or appropriate any funds received from The Partnership to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee's Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: No-cost time extensions are possible, but not guaranteed by The Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Chief Community Strategy Officer of The Partnership at least SIXTY (60) days prior to the end of the Grant Period.

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.

h. Travel Expenses: Grant funds from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.

i. Technical Assistance: The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.

j. Collection Frequency: When a grant project involves funding in support of curbside recycling, Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon cart is required.
- Every other week collection: 93+ gallon cart size is required.

Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.

k. Cart Distribution: This Grant involves funding to support of the purchase and distribution of carts for curbside recycling (“Grant Supported Carts”). Grantee must distribute Grant Supported Carts free of additional charge to people living in residential properties in which Grantee administers sanitation and recycling services pursuant to its Municipal Code. Grantee may impose a monthly fee for recycling services; such fee shall be uniform where sanitation and recycling services are performed. Grantee may, at Grantee’s option, make additional carts for curbside recycling available to residents. If such carts are not Grant Supported Carts, the carts need not be made available free of additional charge.

l. RFID (Radio Frequency Identification) Tags: When a grant project involves grant funding in support of the purchase and distribution of carts for curbside recycling, Grantee must acquire and distribute carts with embedded RFID tags.

m. Material Collection: The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (MRF), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

n. Educational Best Practices: When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that carts are coming; 2) a kit of information delivered with the cart, which includes an acceptable materials magnet/sticker, an introductory card, service calendar, etc.; and 3) use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered.

At a minimum The Partnership requires that grant funds allocated for education and outreach be used toward the procurement of these key three (3) items unless otherwise agreed in advance between The Partnership and the Grantee. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as billboards, digital and/or print advertisements, festival/event kit, truck signage, etc. Finally, The Partnership requires that the Grantee update its websites to communicate the basics of the cart roll out to its citizens and community and that its website include at a minimum a listing of acceptable materials and how to gain additional information about recycling collection schedule.

o. Press Events: The Parties note that the Grantee has hired a marketing company to assist Grantee with outreach regarding Grantee's change to a cart-based curbside sanitation and recycling system. The Parties agree to cooperate in publicizing Grantee's change to a cart-based sanitation and recycling system, which may include press releases or local press events. Grantee shall take the lead on publicizing Grantee's change to a cart-based sanitation and recycling system, but—for the avoidance of doubt—The Partnership may also issue its own press release.

p. Graphic Design Edits: The Partnership will work closely with the Grantee to customize educational materials to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week's notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee chooses to utilize a third-party service provider for the design of education and outreach materials instead of working directly with The Partnership, then The Partnership agrees to cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by the third-party provider in service of the Grantee. The Partnership will not, however, provide customized design work on behalf of the third-party service provider. The Partnership will work closely with the Grantee on campaign materials and will provide two rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between The Partnership and Grantee.

q. Logo Usage: The Partnership requires that the Grantee use The Partnership logo with the phrase "Funded in part by," to be included on all education materials associated with the Grant project that are to be supported by Partnership grant funding. When a Partnership project is majority funded by one funder, then in addition to The Partnership logo, that funder may also need to be called out by Grantee in communications materials with the "funded in part by" language, and the use of additional funder logo(s) may be requested, with the final product to be developed by mutual agreement between The Partnership and Grantee. Prior to finalization, The Partnership requests proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and funders thereof. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within one (1) week (five (5) business days), or to forfeit the right to require the use of The Partnership logo, and any additional funders' logos and associated "Funded in part by" phrasing. Grantor understands that under no circumstances can the Grantee appear to be

endorsing or advertising on behalf of a private business.

r. Compliance with Patent, Trademark and Copyright Laws: The Partnership and Grantee agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Partnership and Grantee further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless The Partnership or Grantee has obtained proper permission and all releases and other necessary documents. The Partnership and Grantee agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

s. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

t. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- In order to establish a baseline for measurement of project success, the Grantee shall provide monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project is initiated.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement or for the period of time extending one (1) calendar year beyond the date of the implementation of the recycling project funded by The Recycling Partnership, whichever is later. These reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- Post-grant Long Term Reporting using the Municipal Measurement Program: In addition to providing The Partnership with monthly waste and recycling data, the Grantee shall establish an account with the Municipal Measurement Program (MMP) System for annual reporting. Reporting in the MMP system is free and reporting involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the Municipal Measurement Program (MMP) System for five (5) years following the implementation of the grant project.
- The Grantee shall submit a draft Final Report to The Partnership at least thirty (30) days prior to the end of

the Grant Period for review. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report including necessary changes and points of clarification within two weeks of receipt of the draft report, and a complete Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.

- Additional reporting requirements may be included in Grantee's Work Plan, Attachment B.

u. Reimbursement: As stipulated in Paragraph 5 of the Grant Agreement, grant funds will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

The Partnership shall reimburse Grantee for actual allowable expenditures with The Partnership retaining a minimum of ten (10) percent of the grant funds until all grant related activities are completed and all reports are received and accepted. The remaining ten (10) percent of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described above in the section t, Reporting and Additional Post-Award Requirements.

The Partnership may withhold payment of grant funds if Grantee is delinquent in meeting its reporting obligations as spelled out in section t, Reporting and Additional Post-Award Requirements, above.

Attachment B: Grantee's Workplan

a. Background: The City of Sheboygan currently operates a bag-based curbside recycling program with collection conducted by city staff using city-owned vehicles. This recycling program provides weekly collection service to approximately 18,397 households within the City of Sheboygan corporate limits. The recyclables collected by Sheboygan's curbside recycling program are delivered to a Materials Recovery Facility (MRF) operated by Waste Management in Germantown, WI for materials processing. City staff estimate that its curbside recycling program collected approximately 3,582 tons of recyclables from residential sources in 2018.

In an effort to modernize its collection system and advance public recycling services, in April of 2019 the City of Sheboygan Common Council approved a transition to an automated cart-based waste and recycling collection system, and the purpose of this grant project is to support the city-wide implementation of cart-based curbside recycling in the spring of 2020.

b. Project Description: With the support of grant funding and assistance from The Recycling Partnership, The City of Sheboygan will purchase and distribute recycling carts to all eligible households within its jurisdiction to implement bi-weekly (every-other-week) cart-based curbside recycling service that will be automatically available. The City will distribute 95+ gallon recycling carts to curbside recycling households. The goal is to broadly adopt a uniformly sized recycling cart as standard collection equipment while still accommodating those households and citizens with special needs. In addition, with support from The Recycling Partnership and further assistance from a city-hired contractor, Sun Graphics Media, the City of Sheboygan will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

c. Measurement Plan: The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households actually utilizing said service as determined through the measurement of curbside recycling set out rate. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. To the degree possible, the Grantee will also work with The Partnership and the Grantee's material recovery facility operator to evaluate contamination and participation rates of recovered materials, as resources allow. Reports will be provided to The Partnership as outlined in section t, Reporting and Additional Post-Award Requirements, as set out in Attachment A.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of Grantee's curbside recycling program utilizing the approach outlined in section n, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on engaging long-term recyclers as well as new program participants to keep the recycling stream clean and to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around educating residents about the use of carts for curbside recycling and how to properly prepare materials for recycling collection, as well as ensuring that residents know their proper recycling collection day. The educational effort will target all curbside recycling households in the Grantee's service jurisdiction and will at a minimum utilize these supporting tools:

- Direct to resident "Carts are Coming" informational mailers or utility bill inserts for all curbside households;
- A packet of information about recycling to be delivered with the cart to all households that receiving a recycling cart; and
- The implementation of anti-contamination strategies to reinforce correct recycling behavior.

In addition, and as agreed upon by The Partnership and the Grantee, outreach efforts may be expanded to include the following:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and
- Other strategies determined effective by Grantee and The Recycling Partnership.

e. Anticipated Implementation Timeline: The Partnership and the Grantee agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of this grant project. The anticipated key dates in the project are as follows:

- January 2, 2020 – Initiate planning for education and outreach campaign in support of the upcoming changes to Grantee's curbside recycling program.
- March 1, 2020 – Begin public-facing education and outreach efforts.
- April 13, 2020 – Begin cart assembly and distribution.
- May 1, 2020 – Complete distribution of recycling carts to all eligible households.
- May 4, 2020 – Implement jurisdiction-wide cart-based curbside recycling collection.

The Recycling Partnership and Grantee acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are set out as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then The Partnership and the Grantee agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the parties may decide to modify the Grant Agreement end date as stipulated in Paragraph 2 of the Grant Agreement.

f. Project Budget and Grant Funding: The Recycling Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding in the amount of \$15.00 for qualifying curbside recycling carts and \$1.00 per household for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, and l of Attachment A. The actual amount of grant funds to be paid (Cash Grant) may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by Grantee staff and documents provided according to Paragraph 6 of the Grant Agreement. The budget for the Cash Grant as illustrated below has been developed around the provision of recycling carts and supportive education and outreach to 18,500 households in the City of Sheboygan.

The amounts set forth in the table below represent The Partnership’s intended distribution of the grant funds to the Grantee:

Grant Element	Description	Grant Amount
Recycling Carts	Grant funding to support the purchase and distribution of qualifying recycling carts for all eligible households in the City of Sheboygan for automatic bi-weekly curbside recycling collection.	\$277,500
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.	\$18,500
Total		\$296,000

All costs associated with project implementation beyond the direct grant funding from The Recycling Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with Grantee’s education and outreach effort. Upon mutual agreement of The Partnership and Grantee, the final allocation of Partnership grant funds may be adjusted between individual expense categories as necessary. The actual amount of grant funding paid will be based on actual reimbursable expenditures as outlined in section u, Reimbursement, of Attachment A, and the total amount of grant funding paid is not to exceed the amount specified in Paragraph 4 of the Grant Agreement. Any expenditures to be made by the Grantee are subject to the requirements provided in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
September 16, 2019.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Nicole S. Vanginkle, 2409 Mayflower Avenue, Sheboygan, WI

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this ____ day _____, 2019, by Nicole S. Vanginkle a single person residing at 2409 Mayflower Avenue, Sheboygan, Wisconsin 53081, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281- 621220
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, a part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Block 2 of the Plat of Jetzer's Park Side Addition as recorded in Volume 9 of Plats on Page 51 as Document 661517 in the Sheboygan County Register of Deeds Office; thence Southerly along a line parallel with the East line of said Lot 3, a distance of 8 feet; thence Easterly along a line parallel with the South line of said Lot 3, a distance of 60 feet; thence Northerly along a line parallel with the West line of said Lot 3, a distance of 8 feet to said South line of Lot 3; thence Westerly along said South line of Lot 3, a distance of 60 feet to the Southwest corner of said Lot 3 and the Point of Beginning, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

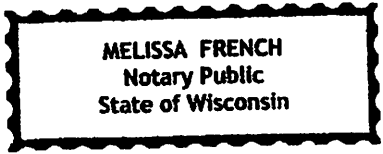
IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 30 day of August, 2019.

Nicole Vanginkle
Nicole Vanginkle
(Sign in the presence of a Notary Public)

Property Owner Name
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 30 day of August, 2019, Nicole Vanginkle, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa French

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred Res. No. 66-19-20 by Alderpersons Wolf and Sorenson authorizing entering into a concession agreement for "the Shack" at Vollrath Park; recommends adopting an amended Resolution and revised agreement to be with "The Shack Disc Golf LLC" rather than Dennis and Patricia Wield individually.

_____ 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



Subs. of Res. No. 66 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 16, 2019.

A RESOLUTION authorizing entering into a concession agreement for "the Shack" at Vollrath Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vollrath Park Disc Golf Concession Agreement with The Shack Disc Golf LLC, a copy of which is attached hereto and incorporated herein.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

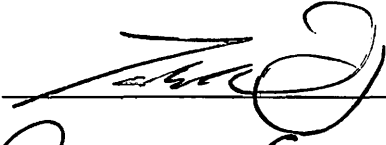
III

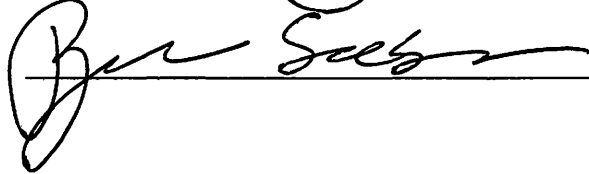
4.9

Res. No. 66 - 19 - 20. By Alderpersons Wolf and Sorenson. August 5, 2019.

A RESOLUTION authorizing entering into a concession agreement for "the Shack" at Vollrath Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vollrath Park Disc Golf Concession Agreement with Dennis Wield and Patricia Wield, a copy of which is attached hereto and incorporated herein.





*Public Works
adopt sub. Res w/
revised agreement*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and The Shack Disc Golf LLC (hereinafter "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities, and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein; and

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY.

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for a term commencing January 1, 2020 and ending December 31, 2020, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this agreement shall automatically be extended for an additional one year term; provided however, that this agreement shall not be automatically extended beyond December 31, 2024.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or the Director's designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry the following insurance:

- a. Worker's compensation insurance covering all persons employed by CONCESSIONAIRE in connection with the operation of this concession, if any.
- b. Commercial general liability insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- c. Product liability insurance with a policy limit of at least \$1,000,000.
- d. The City shall be named as an additional insured on the commercial general liability policy and the product liability insurance policy.
- e. CONCESSIONAIRE shall provide a Certificate of Insurance to the City prior to the beginning of the term of this Agreement.

11. CONCESSIONAIRE shall indemnify, defend, and hold the CITY harmless from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

THE SHACK DISC GOLF LLC

BY:

Michael J. Vandersteen
Mayor

Dennis Wield

ATTEST:

Meredith DeBruin
City Clerk

Patricia Wield

This document is authorized by and in accordance with Subs. of Res. No. 66-19-20.

**VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the 17 day of September, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and The Shack Disc Golf LLC (hereinafter "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities, and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein; and

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY.

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for a term commencing January 1, 2020 and ending December 31, 2020, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this agreement shall automatically be extended for an additional one year term; provided however, that this agreement shall not be automatically extended beyond December 31, 2024.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or the Director's designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry the following insurance:

- a. Worker's compensation insurance covering all persons employed by CONCESSIONAIRE in connection with the operation of this concession, if any.
- b. Commercial general liability insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- c. Product liability insurance with a policy limit of at least \$1,000,000.
- d. The City shall be named as an additional insured on the commercial general liability policy and the product liability insurance policy.
- e. CONCESSIONAIRE shall provide a Certificate of Insurance to the City prior to the beginning of the term of this Agreement.

11. CONCESSIONAIRE shall indemnify, defend, and hold the CITY harmless from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

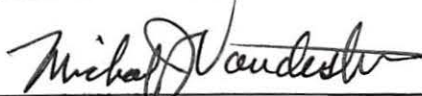
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

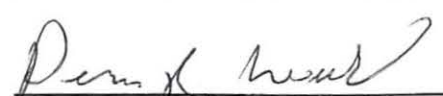
17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

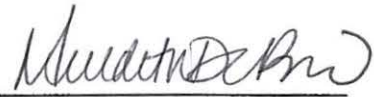
IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

THE SHACK DISC GOLF LLC

BY: 
Michael J. Vandersteen
Mayor


Dennis Wield

ATTEST: 
Meredith DeBruin
City Clerk


Patricia Wield

This document is authorized by and in accordance with Subs. of Res. No. 66-19-20.

VII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
September 16, 2019.

Your Committee to whom was referred Res. No. 75-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 budget (CDBG); recommends adopting the Resolution.

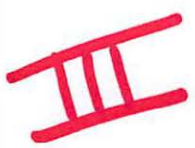
reg

_____ 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



Res. No. 75 - 19 - 20. By Alderpersons Donohue and Bohren.
September 3, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2019 budget for the purposes of:

Establishing estimated revenue and appropriation for 2019 Community Development Block Grant Entitlement Program.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Community Block Grant Fund Entitlement 21961100-431901-0	Partners for Community Development 21998100-590100	\$25,000.00
	Salvation Army 21998100-590100	\$38,595.74
	Safe Harbor 21998100-590100	\$7,719.15
	Lakeshore Community Health Center 21998100-590100	\$2,315.74
	SCIO 21998100-590100	\$7,719.15
	Shoreline Metro 21993200-590100	\$42,493.00
	Family Service Association 21998100-590100	\$15,438.29
	Family Connections 21998100-590100	\$3,859.57
	Lakeshore CAP 21998100-590100	\$14,859.36
	Public Facilities- Library Plaza Updates 21961100-631100	\$247,311.00
	Public Facilities- Downtown	\$30,000.00

Finance Personnel adopt.

Playground
21961100-631100

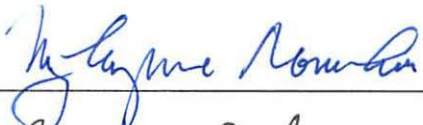
Public Facilities- Painting
of Railings \$129,000.00
21961100-631300

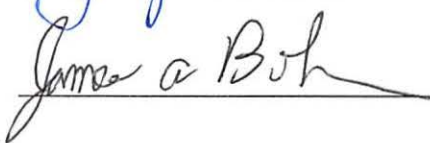
Historic Preservation \$100,000.00
21961100-540100

Street Improvements - Streetscaping \$49,620.00
21961100-631300

Program Administration \$178,483.00
21998100-521500

BE IT FURTHER RESOLVED: That the City Clerk shall publish this budget change according to § 65.90(5), Wis. Stats.





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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
September 16, 2019.

Your Committee to whom was referred Res. No. 76-19-20 by Alderpersons Donohue and Bohren extending the life of Tax Incremental District No. 11 for one year to implement affordable housing and neighborhood revitalization activities; recommends adopting the Resolution.

reg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.3

Res. No. 76 - 19 - 20. By Alderpersons Donohue and Bohren.
September 3, 2019.

A RESOLUTION extending the life of Tax Incremental District No. 11 for one year to implement affordable housing and neighborhood revitalization activities.

WHEREAS, § 66.1105(6)(g), Wis. Stats., authorizes a city to extend the life of a tax incremental district by up to one year and use the revenue from the last year of increment to improve the city's housing stock; no less than 75% of the increment must be utilized for affordable housing and the remaining 25% may be used to improve the City's housing stock; and

WHEREAS, the Department of Planning and Development is proposing to implement programs recommended in city master plans to provide funding for rehabilitating upper floors of buildings in the central business districts into affordable housing, to provide façade and landscaping grants in targeted neighborhoods, and to complete neighborhood revitalization activities in targeted neighborhoods, with at least 75% of the funds being used specifically for affordable housing and the remaining amount for neighborhood revitalization activities; and

WHEREAS, the Tax Incremental District No. 11 has paid off all aggregate funds and no additional project costs are expected; and

WHEREAS, the additional amount of unspent tax increment that is expected to be generated in Tax Incremental District No. 11 should the life of the TID be extended until April 15, 2020, would be approximately \$712,964.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan hereby extends the life of Tax Incremental District No. 11 by three months and then closing the district by April 15, 2020, pursuant to § 66.1105(6)(g), Wis. Stats., for the purpose of providing funds to improve the housing stock of the community.

BE IT FURTHER RESOLVED: That the Common Council authorizes the Department of Planning and Development to use funds from the extension of Tax Incremental District No. 11 in the amount of approximately \$712,964 to improve its housing stock and create additional affordable housing opportunities within the City of Sheboygan.

BE IT FURTHER RESOLVED: That the Common Council directs the Department of Planning and Development to expend no less than 75% of said funds specifically to benefit households whose income is at or below 80% of the Area Median Income based on household size.

Finance
Personnel
adopt.

BE IT FURTHER RESOLVED: That the Common Council finds that use of said funds for the purposes provided will not adversely affect the City's finances, as the utilization of tax increments obviate the need for the City to implement these housing programs with City funds or from capital borrowing, and that the State created this tool to assist cities in revitalizing communities and growing tax base, and that these funds will assist targeted neighborhoods and benefit residents by helping maintain or increase property values in transitional and distressed neighborhoods.

BE IT FURTHER RESOLVED: That said funds shall be transferred into the Neighborhood Revitalization Special Revenue Fund 250.

BE IT FURTHER RESOLVED: That the Director of Planning and Development, the Director of Finance/Treasurer, and all other departments are hereby authorized to take any and all steps necessary to effectuate this resolution in accordance with State Statutes, including but not limited to informing and filing the appropriate paperwork with the Department of Revenue.

Lynne Rowland

James A. Bohm

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 82-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Longitudinal Pipeline Agreement for the construction of storm sewer within Union Pacific Railroad's property at North Avenue and to take all necessary steps to comply with the City's obligations under this Agreement; recommends adopting the Resolution.

reg.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 82 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 10, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Longitudinal Pipeline Agreement for the construction of storm sewer within Union Pacific Railroad's property at North Avenue and to take all necessary steps to comply with the City's obligations under this Agreement.

WHEREAS, Union Pacific Railroad has recently presented the City with the attached Longitudinal Pipeline Agreement, which the City must approve in order to complete the road improvements along North Avenue; and

WHEREAS, one such requirement in the Longitudinal Pipeline Agreement is to obtain Railroad Protective Liability Insurance.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Union Pacific Railroad related to the completion of the road improvements along North Avenue, and to take all necessary steps to comply with the City's obligations under this Agreement.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from the 2019 Capital Improvement Fund - Street Improvements (Acct. No. 47833140-631200) in payment of any fees identified in the Agreement or that become necessary by the terms of the Agreement, including the one-time License Fee of Two Thousand Five Hundred (\$2,500) Dollars, the one-time Administrative Handling Charge of Three Thousand Fifty-five (\$3,055) Dollars, and the cost to obtain Railroad Protective Liability Insurance.

*Public Works
adopt*

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



August 30, 2019
Folder: 03145-89

Kevin Jump, P.E.
Civil Engineer/Project Manager
CITY OF SHEBOYGAN
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

RE: Proposed Construction of One Underground Inch Three (3) 12.0 Inch Uncased Storm Water Encroachments, and One (1) 24 Inch Uncased Storm Water Encroachment Pipeline Encroachment, at Mile Post 151.05 on the Haven Industrial Lead, at or near Sheboygan, Sheboygan County, Wisconsin

Mr. Jump:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Please print two (2) copies**, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Norma Reynolds.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

Payment in the amount of **Five Thousand Five Hundred Fifty Five Dollars (\$5,555.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03145-89 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

Construction Observation is required by RailPros. Please see Article 13 of the Agreement.

If you have any questions concerning this Agreement, please contact me via email at njreynolds@up.com, or via phone at (402) 544-8571.

Sincerely,

Norma J. Reynolds
Mgr II Real Estate Contracts

LONGITUDINAL PIPELINE AGREEMENT

Between Mile Posts 151.05, Haven Industrial Lead
Location: Sheboygan, Sheboygan County, Wisconsin

THIS AGREEMENT ("Agreement") is made and entered into as of August 30, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation to be addressed at 2026 New Jersey Ave, Sheboygan, Wisconsin 53081 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate three (3) 12.0 inch uncased storm water encroachments, and one (1) 24 inch uncased storm water encroachment, only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Sheboygan, Sheboygan County, State of Wisconsin ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 30, 2019, attached hereto as **Exhibit A** and made a part hereof, and pursuant to the engineering plans dated June 06, 2019.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for three (3) 12.0 inch uncased storm water encroachments, and one (1) 24 inch uncased storm water encroachment, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Two Thousand Five Hundred Dollars (\$2,500.00)**.

Article 3. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor an License Fee of **Three Thousand Fifty Five Dollars (\$3,055.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

Article 4. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 5. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 6. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 7. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 8. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 9. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 10. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 11. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 12. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03145-89)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF SHEBOYGAN
2026 New Jersey Ave
Sheboygan, Wisconsin, 53081

Article 13. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SHEBOYGAN

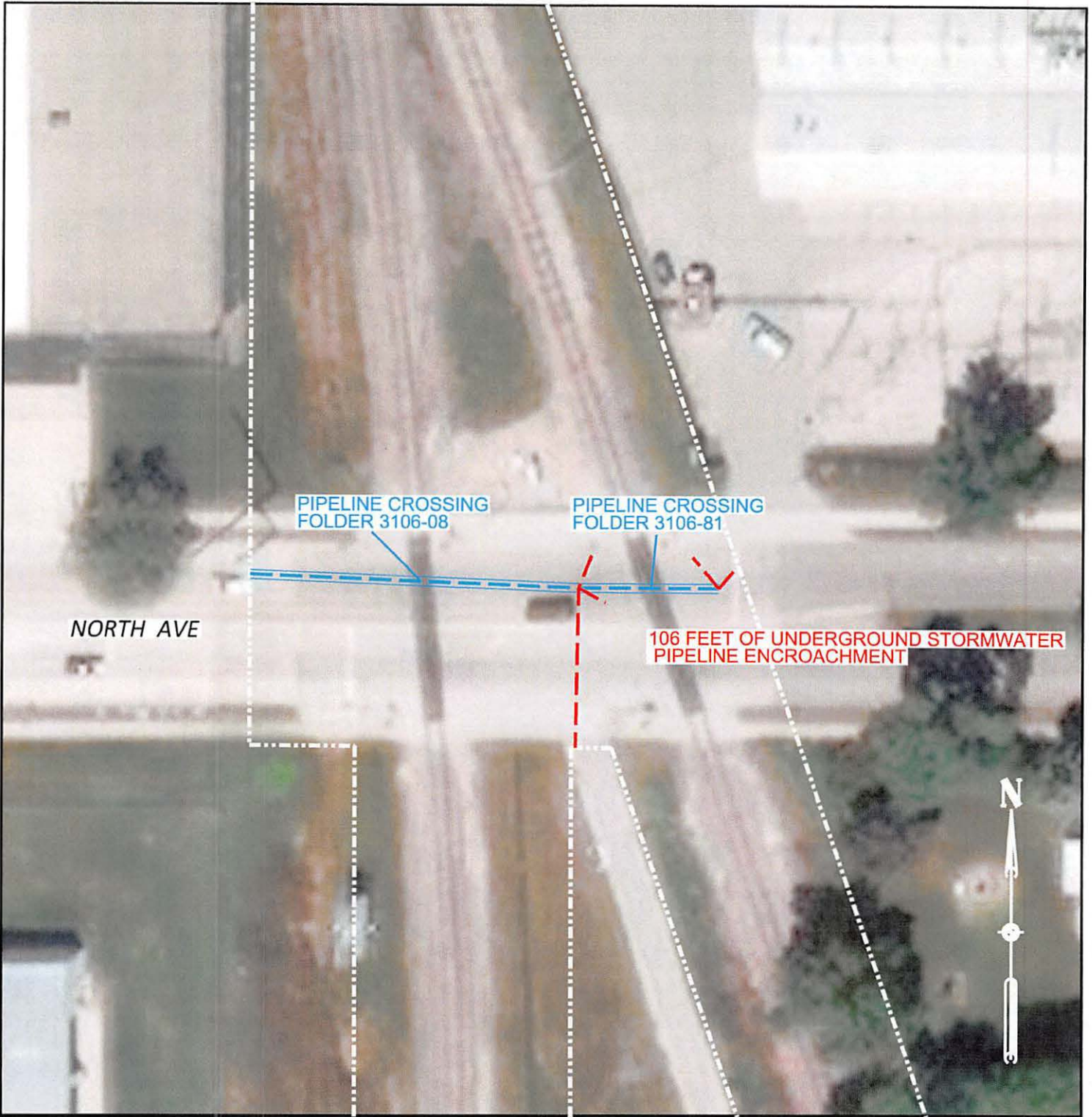
By: _____

By: _____

Norma J. Reynolds
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____



LEGEND:

- PIPELINE ENCROACHMENT - - - - -
- PIPELINE CROSSING - - - - -
- UPRRCO. R/W OUTLINED - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

M.P. 151.05 - HAVEN IND. LEAD

MAP CNW V-38 / 2-D

SCALE: 1" = 50'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 8-30-2019

PJB FILE: 0314589

CADD FILENAME	0314589
SCAN FILENAME	X

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licenser and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licenser shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licenser at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licenser immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licenser at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licenser's requirements. Upon Licenser's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licenser may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licenser will be at the cost and expense of Licensee. In the event that Licenser performs any of the Restoration Work, Licensee shall release Licenser from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licenser's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred a copy of DIRECT REFERRAL Res. No. 84-19-20 by Alderpersons Wolf and Sorenson designating the Superintendent of Parks and Forestry as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (DNR) Urban Forestry Grants for Calendar Year 2020 and instructing the Authorized Representative to submit an Urban Forestry Grant Application relating to Emerald Ash Borer Treatment; recommends adopting the Resolution.

reg.

_____ 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



DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 84 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 10, 2019.

A RESOLUTION designating the Superintendent of Parks and Forestry as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (DNR) Urban Forestry Grants for Calendar Year 2020 and instructing the Authorized Representative to submit an Urban Forestry Grant Application relating to Emerald Ash Borer Treatment.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the Wisconsin Department of Natural Resources (DNR) has an Urban Forestry Grant Program which provides up to 50% reimbursement for the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the DNR may also award grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible for an Urban Forestry Grant, every grant cycle each applicant must submit an Authorizing Resolution to DNR which identifies an Authorized Representative; and

WHEREAS, an Authorized Representative is an office, officer, or employee who is given authority to act on the applicant's behalf to: (1) sign and submit the grant application; (2) sign a grant agreement between the City and the DNR; (3) submit interim and final reports to the DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the DNR; and (5) sign and submit any other required documentation regarding the Grant; and

WHEREAS, City Staff proposes to apply for an Urban Forestry Grant for calendar year 2020 to re-treat 800 ash trees throughout the City for Emerald Ash Borer (the "Project"); and

WHEREAS, City Staff estimates that the cost of the Project will be \$42,000 and, therefore, if the City receives an Urban Forestry Grant, the City anticipates it would be reimbursed for 50% of the cost (\$21,000), with the balance constituting the City's share of the Project cost; and

WHEREAS, in-kind labor and services and donations can be used to contribute toward the City's share of the Project cost; and

WHEREAS, there are sufficient funds in the proposed 2020 Budget for the Project.

*Public
works
adopt.*

NOW, THEREFORE, BE IT RESOLVED: That the Council designates the Superintendent of Parks and Forestry as the Authorized Representative for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects pursuant to Wis. Stat. § 23.097(1g) and (1r).

BE IT FURTHER RESOLVED: That the Superintendent of Parks and Forestry is to submit an Urban Forestry Grant for the Project ("Grant Application").

BE IT FURTHER RESOLVED: That if the Grant Application is approved, the appropriate City Officials are authorized to draw up to \$42,000 from Park Forestry and Open Space-Improvements Other Than Buildings (Account No. 26553000-631100) in order to make the initial payment toward the Project so that the Authorized Representative may seek reimbursement from the DNR.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that DNR awards grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm sewers in urban areas, the Authorized Representative is authorized to submit a grant application.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred Gen. Ord. No. 18-19-20 by Alderpersons Wolf and Sorenson repealing and recreating Section 74-42 of the Sheboygan Municipal Code to revise the fee schedule regarding the rental of city parks; recommends adopting the Ordinance.

reg

_____ 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

I

7.2

Gen. Ord. No. 18 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

AN ORDINANCE repealing and recreating Section 74-42 of the Sheboygan Municipal Code to revise the fee schedule regarding the rental of city parks.

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

Section 1. Section 74-42 of the Municipal Code, which relates to the use of parks by permit, is hereby repealed and recreated so as to read as follows:

"Sec. 74-42. Use of park by permit.

- (a) The Department of Public Works may grant the use of an entire park or any portion thereof to groups or organizations for the purpose of annual celebrations or special events upon payment of the amount set forth in Sec. 74-42(b). All city park rules and regulations shall govern the use of any city park under this section.
- (b) Fees.
 - (1) Enclosed Park Building Rentals shall be made at the following per-day rates:
 - a. Roosevelt Pavilion. \$225 for City resident; \$350 for non-City resident.
 - b. Deland Home. \$225 for City resident; \$350 for non-City resident.
 - c. Kiwanis Fieldhouse. \$250 for City resident; \$425 for non-City resident.
 - d. King Park Pavilion. \$250 for City resident; \$425 for non-City resident.
 - e. Jaycee Quarryview Center. \$250 for City resident; \$425 for non-City resident.
 - f. Deland Community Center. \$250 for City resident; \$425 for non-City resident.

Public Works
adopt

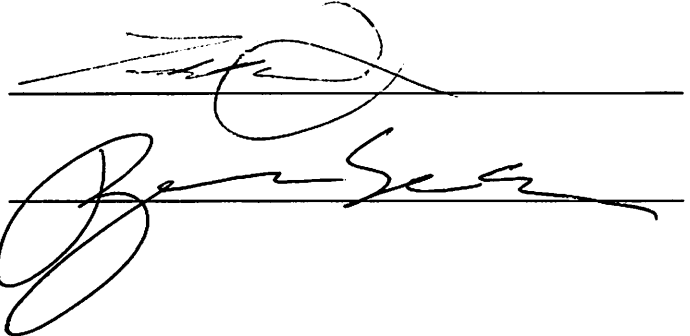
(2) Park Shelter Rentals shall be made at the following per-day rates:

- a. Cleveland Park. \$100 for City resident; \$175 for non-City resident.
- b. End Park. \$100 for City resident; \$175 for non-City resident.
- c. Veterans Park. \$100 for City resident; \$175 for non-City resident.
- d. Vollrath Park. \$100 for City resident; \$175 for non-City resident.
- e. Richardson Shelter. \$100 for City resident; \$175 for non-City resident.
- f. Lakeview Park. \$100 for City resident; \$175 for non-City resident.
- g. Optimist Park. \$100 for City resident; \$175 for non-City resident.
- h. Evergreen Park (Areas 1, 4, or 5). \$100 for City resident; \$175 for non-City resident. These rates are per area.
- i. Evergreen Park (Areas 3 or 6). \$50 for City resident; \$100 for non-City resident. These rates are per area.
- j. Fountain Park Bandshell. \$100 for City resident; \$200 for non-City resident. An additional \$50 shall be added for use of the sound system.

(3) All applicable taxes shall be added to the fees set forth in this subsection.

(c) Security Deposits. In addition to the Fee set forth in Sec. 74-42(b), Enclosed Park Building Rentals require a \$100 security deposit, which is due the business day before the event."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect regarding all park rentals made after its passage and publication.



The image shows two handwritten signatures, each written over a horizontal line. The top signature is a cursive name that appears to be 'John J. ...'. The bottom signature is also in cursive and appears to be 'John J. ...'.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
September 16, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 83-19-20 by Alderpersons Donohue and Bohren establishing the 2020 Budget appropriations and the 2019 Tax Levy for use during the calendar year; recommends adopting the Resolution.

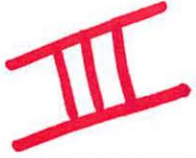
CON

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



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE, PUBLIC WORKS COMMITTEE AND LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 83 - 19 - 20. By Alderpersons Donohue and Bohren.
September 4, 2019.

A RESOLUTION establishing the 2020 Budget appropriations and the 2019 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of 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 2020 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 14, 2019 as required, and

WHEREAS, The 2020 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2020 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Neighborhood Revitalization Fund, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 5 Debt, TID 6 Debt, TID 10 Debt, TID 11 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 6 Capital, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds -Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in the budget document.

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2020 Budget be approved, and

*Finance + Personnel
Public Works
JMS*

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2020 Budget is \$24,092,874.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2020 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$17,982,638	\$4,302,078	\$8,542,409	\$1,600,242	\$0	\$516,662
Licenses and Permits	\$992,740	\$642,475	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,570,165	\$2,174,662	\$52,472	\$1,181,056	\$0	\$3,786,219
Intergovernmental Charges for Services	\$258,000	\$0	\$0	\$0	\$0	\$0
Charges for Services	\$1,566,322	\$2,168,641	\$0	\$0	\$9,400	\$20,928,466
Fines and Forfeitures	\$271,000	\$900,000	\$0	\$0	\$0	\$5,000
Miscellaneous Revenue	\$356,650	\$361,550	\$679,532	\$121,300	\$30,500	\$1,148,990
Interfund Transfers	\$1,708,924	\$942,864	\$1,127,142	\$6,551,946	\$0	\$257,026
Total Revenue	\$37,706,439	\$11,492,370	\$10,401,555	\$9,454,544	\$39,900	\$26,673,063
Expenditures						
General Government	\$4,207,724	\$1,849,996	\$165,696	\$0	\$0	\$9,235,520
Public Safety	\$22,315,691	\$870,061	\$0	\$765,944	\$0	\$0
Public Works	\$8,825,441	\$937,643	\$0	\$4,948,430	\$0	\$13,878,087
Health and Human Services	\$201,331	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$2,837,589	\$4,075,246	\$0	\$886,770	\$150,000	\$3,038
Conservation and Development	\$368,721	\$1,502,433	\$0	\$5,541,234	\$0	\$7,996
Transfers and other expenses	\$538,030	\$2,028,764	\$8,564,112	\$1,097,000	\$15,000	\$7,291,501
Total Expenditures	\$39,294,527	\$11,264,142	\$8,729,808	\$13,239,378	\$166,000	\$30,416,143
Excess of revenues over (under) expenditures	-\$1,588,088	\$228,228	\$1,671,747	-\$3,784,834	-\$126,100	-\$3,743,080

BUDGET SUMMARY

2020 Requested	2019 Estimated	2018 Actual	2017 Actual
\$32,944,029	\$31,388,209	\$30,561,851	\$29,155,873
\$1,665,915	\$1,982,186	\$1,806,082	\$1,744,147
\$21,764,574	\$22,083,795	\$20,793,432	\$21,894,629
\$258,000	\$258,000	\$259,067	\$212,174
\$24,672,829	\$22,838,073	\$22,603,020	\$20,783,225
\$1,176,000	\$1,026,000	\$1,197,563	\$1,078,718
\$2,698,522	\$2,751,280	\$5,309,019	\$3,741,590
\$10,588,002	\$20,197,386	\$43,581,151	\$12,511,269
<u>\$95,767,871</u>	<u>\$102,524,929</u>	<u>\$126,111,184</u>	<u>\$91,121,626</u>
\$15,458,937	\$18,560,910	\$20,803,862	\$14,019,118
\$23,951,696	\$23,214,931	\$24,471,918	\$21,481,633
\$28,589,601	\$24,926,076	\$22,880,281	\$22,431,711
\$202,331	\$194,205	\$205,785	\$234,960
\$7,952,643	\$7,790,159	\$7,102,525	\$7,167,105
\$7,420,384	\$3,979,555	\$16,223,927	\$7,729,672
<u>\$19,534,407</u>	<u>\$35,791,768</u>	<u>\$22,997,705</u>	<u>\$20,394,270</u>
<u>\$103,109,999</u>	<u>\$114,457,604</u>	<u>\$114,686,004</u>	<u>\$93,458,469</u>
<u><u>-\$7,342,128</u></u>	<u><u>-\$11,932,674</u></u>	<u><u>\$11,425,180</u></u>	<u><u>-\$2,336,843</u></u>

Revenue

Taxes
Licenses and Permits
Intergovernmental Revenue
Intergovernmental Charges for Services
Charges for Services
Fines and Forfeitures
Miscellaneous Revenue
Interfund Transfers
Total Revenue

Expenditures

General Government
Public Safety
Public Works
Health and Human Services
Culture and Recreation
Conservation and Development
Transfers and other expenses
Total Expenditures

Excess of revenues over (under) expenditures

GENERAL FUND BUDGET SUMMARY

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	15,617,078	16,469,774	16,639,228	16,639,608	16,812,638
Licenses and Permits	1,070,035	1,206,900	921,240	1,236,480	992,740
Intergovernmental Revenue	14,258,857	14,637,627	14,482,474	14,498,829	14,535,165
Intergovernmental Charges for Services	212,174	259,067	258,000	258,000	258,000
Charges for Services	1,721,996	1,625,706	1,679,822	1,599,604	1,601,322
Fines and Forfeitures	354,853	275,390	271,000	271,000	271,000
Miscellaneous Revenue	440,329	637,008	342,425	415,889	356,650
Interfund Transfers	2,811,255	2,900,078	2,717,605	3,287,291	2,878,924
Total Revenue	36,486,578	38,011,550	37,311,794	38,206,702	37,706,439
Expense					
General Government	3,200,019	3,482,747	4,024,030	3,609,017	4,207,724
Public Safety	20,153,964	21,258,537	21,784,550	21,712,789	22,315,691
Public Works	8,270,129	8,464,170	9,069,716	9,131,312	8,825,441
Health and Human Services	221,626	188,887	201,337	193,455	201,331
Culture and Recreation	2,502,124	2,589,441	2,681,942	2,687,117	2,837,589
Conservation and Development	646,480	348,915	352,725	353,951	368,721
Transfers and other expenses	118,427	5,604,986	431,077	86,482	538,030
Total Expenditures	35,112,769	41,937,683	38,545,378	37,774,122	39,294,527
Excess of revenue over (under) expenditures	1,373,809	-3,926,133	-1,233,584	432,580	-1,588,088
Fund Balance, Beginning Year	22,527,096	23,900,905	19,078,761	19,974,772	20,407,352
Fund Balance, Ending Year*	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264
*Ending Fund Balance consists of:					
Uncommitted	21,613,280	17,081,687	16,089,044	18,727,726	17,263,509
Committed	2,287,625	2,893,085	1,756,133	1,679,626	1,555,755
	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264

GENERAL FUND BUDGET SUMMARY

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>	<u>2020</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>
Committed					
Inventory	155,185	151,571	150,000	150,000	150,000
Prepaid postage and other	31,602	11,294	13,500	13,500	13,500
Advance to TID 10 Debt Fund	611,908	419,728	332,633	123,871	0
Advance to TID 13 Debt Fund	112,175	112,175	0	0	0
Advance to TID 16 Capital Fund	512,255	542,255	30,000	542,255	542,255
Advance to TID 17 Capital Fund	14,500	14,500	30,000	0	0
Advance to TID 18 Capital Fund	0	791,562	0	0	0
Advance to TID 19 Capital Fund	0	0	350,000	0	0
Advance to Harbor Centre Marina Fund	0	0	0	0	0
Advance to Redevelopment Authority Fund	500,000	500,000	500,000	500,000	500,000
Committed - Development	350,000	350,000	350,000	350,000	350,000
	<u>2,287,625</u>	<u>2,893,085</u>	<u>1,756,133</u>	<u>1,679,626</u>	<u>1,555,755</u>

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>
Revenue					
Taxes	4,010,842	4,094,226	3,991,321	3,981,887	4,302,078
Licenses and Permits	642,712	564,581	610,000	715,006	642,475
Intergovernmental Revenue	1,704,960	1,882,304	2,261,618	2,428,071	2,174,662
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	2,202,507	2,359,534	2,034,740	2,165,538	2,168,641
Fines and Forfeitures	705,477	922,173	750,000	750,000	900,000
Miscellaneous Revenue	1,867,474	392,238	289,569	392,058	361,550
Interfund Transfers	750,844	229,368	225,000	230,000	942,964
Total Revenue	11,884,817	10,444,425	10,162,248	10,662,560	11,492,370
Expenditures					
General Government	961,653	1,076,765	1,057,624	1,538,244	1,849,996
Public Safety	721,085	651,650	823,944	829,636	870,061
Public Works	982,378	1,028,440	974,799	898,719	937,643
Health and Human Services	0	0	0	0	0
Culture and Recreation	3,969,292	3,638,642	4,157,540	4,241,790	4,075,246
Conservation and Development	1,389,219	1,311,330	1,431,276	1,109,213	1,502,433
Transfers and other expenses	3,675,045	2,632,070	2,204,522	2,493,701	2,028,764
Total Expenditures	11,698,673	10,338,896	10,649,705	11,111,304	11,264,142
Excess of revenues over (under) expenditures	186,144	105,528	-487,458	-448,743	228,228
Fund Balance, Beginning Year	2,189,647	2,375,791	1,844,466	2,481,319	2,032,576
Fund Balance, Ending Year	2,375,791	2,481,319	1,357,009	2,032,576	2,260,803

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>
Revenue					
Taxes	6,167,634	6,666,863	7,358,181	7,434,915	8,542,409
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenues	53,639	54,429	52,471	52,471	52,472
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	839,577	1,437,124	540,465	1,042,992	679,532
Interfund Transfers	1,366,425	9,702,434	1,084,486	5,782,591	1,127,142
Total Revenue	8,427,276	17,860,849	9,035,603	14,312,969	10,401,555
Expenditures					
General Government	733,323	725,083	201,419	165,196	165,696
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	0	0	0	0	0
Culture and Recreation	0	0	0	0	0
Conservation and Development	0	0	0	0	0
Transfers and other expenses	8,543,156	7,040,253	15,650,511	22,693,412	8,564,112
Total Expenditures	9,276,479	7,765,335	15,851,930	22,858,608	8,729,808
Excess of revenues over (under) expenditures	-849,203	10,095,514	-6,816,327	-8,545,639	1,671,747
Fund Balance, Beginning Year	9,814,477	8,965,274	17,375,830	19,060,788	10,515,149
Fund Balance, Ending Year	8,965,274	19,060,788	10,559,503	10,515,149	12,186,896

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	Actual	Actual	Amended	Estimated	Requested
Revenue					
Taxes	1,681,879	1,661,306	1,690,775	1,683,775	1,600,242
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	1,640,314	760,683	8,359,913	1,574,310	1,181,056
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	999,043	1,505,168	468,500	120,960	121,300
Interfund Transfers	7,790,207	30,952,500	10,928,526	10,927,681	6,551,946
Total Revenue	12,111,443	34,879,658	21,447,714	14,306,727	9,454,544
Expenditures					
General Government	359,046	6,721,251	7,709,894	4,261,436	0
Public Safety	606,584	2,561,731	767,689	672,506	765,944
Public Works	5,361,688	5,344,146	10,756,843	5,077,149	4,948,430
Health and Human Services	0	0	0	0	0
Culture and Recreation	380,351	779,258	1,236,638	629,770	886,770
Conservation and Development	5,686,887	14,554,353	7,871,237	2,508,596	5,541,234
Transfers and other expenses	967,588	1,071,479	2,654,817	3,336,985	1,097,000
Total Expenditures	13,362,143	31,032,219	30,997,118	16,486,443	13,239,378
Excess of revenues over (under) expenditures	-1,250,701	3,847,439	-9,549,404	-2,179,716	-3,784,834
Fund Balance, Beginning Year	6,749,570	5,498,869	7,789,986	9,346,308	7,166,592
Fund Balance, Ending Year	5,498,869	9,346,308	-1,759,418	7,166,592	3,381,758

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	511,562	511,576	511,547	511,547	516,662
Licenses and Permits	31,800	34,600	34,200	30,700	30,700
Intergovernmental	3,471,718	3,389,061	3,849,794	3,497,114	3,786,219
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	16,878,734	18,636,235	19,198,586	19,096,530	20,928,466
Fines and Forfeitures	18,388	0	5,000	5,000	5,000
Miscellaneous Revenue	700,499	824,569	653,822	748,881	1,148,990
Interfund Transfers	959,015	954,877	1,107,499	1,106,300	257,026
Total Revenue	22,571,715	24,350,917	25,360,448	24,996,072	26,673,063
Expenditures					
General Government	8,765,077	8,798,016	9,833,896	8,987,017	9,235,520
Public Safety	0	0	0	0	0
Public Works	7,817,516	8,043,525	10,352,949	9,818,896	13,878,087
Health and Human Services	0	0	0	0	0
Culture and Recreation	2,929	3,764	2,682	1,482	3,038
Conservation and Development	7,086	9,329	7,817	7,796	7,996
Transfers and other expenses	7,089,999	6,647,996	7,268,193	7,166,187	7,291,501
Total Expenditures	23,682,608	23,502,630	27,465,537	25,981,378	30,416,143
Excess of revenues over (under) expenditures	-1,110,892	848,288	-2,105,089	-985,306	-3,743,080
Fund Balance, Beginning Year	86,007,204	84,896,312	83,038,389	85,744,599	84,759,293
Fund Balance, Ending Year	84,896,312	85,744,599	80,933,300	84,759,293	81,016,213

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	Actual	Actual	Amended	Estimated	Requested
Revenue					
Taxes	0	0	0	0	0
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	11,611	14,836	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	165,529	512,912	24,000	30,500	30,500
Interfund Transfers	0	0	0	0	0
Total Revenue	177,140	527,747	33,400	39,900	39,900
Expenditures					
General Government	0	0	0	0	0
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	13,334	16,898	750	750	1,000
Culture and Recreation	312,409	91,420	0	230,000	150,000
Conservation and Development	0	0	0	0	0
Transfers and other expenses	55	922	1,250	15,000	15,000
Total Expenditures	325,797	109,241	2,000	245,750	166,000
Excess of revenues over (under) expenditures	-148,657	418,507	31,400	-205,850	-126,100
Fund Balance, Beginning Year	2,175,632	2,026,975	2,051,126	2,445,482	2,239,632
Fund Balance, Ending Year	2,026,975	2,445,482	2,082,526	2,239,632	2,113,532

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<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
No changes in 2020.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	0.81	1.00	1.00	1.00	1.00
Council/Licensing 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>0.75</u>
Total Office of the City Clerk	3.56	3.75	3.75	3.75	3.75
No changes in 2020.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	1.00	1.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2020.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.00	0.00	1.00	1.00
Comptroller/Treasurer	1.00	0.00	0.00	0.00	0.00
Auditor/Analyst	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accountant I	0.00	0.40	0.40	0.40	0.40
Clerk I	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Accounts Payable Clerk	0.00	1.00	1.00	1.00	1.00
Purchasing Agent	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Finance Department	6.50	5.90	5.90	6.90	6.90
No changes in 2020.					
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Human Resources Generalist	0.00	1.00	1.00	1.00	1.00
Accountant I	<u>0.00</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>
Total Human Resources Department	4.00	4.60	4.60	4.60	4.60
No changes in 2020.					

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.00	0.40	0.40	0.40
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	4.00	4.00	4.40	4.40	4.40
No changes in 2020.					
PUBLIC SAFETY					
Police Department					
Chief	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	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	59.00	59.00	59.00	59.00	59.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication 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
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation 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	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	104.40	104.40	104.40	104.40	104.40
No changes in 2020.					
Fire Department					
Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	1.00	1.00	2.00
Deputy Fire Chief	1.00	1.00	1.00	1.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	5.00	5.00	5.00
Lieutenant	10.00	10.00	10.00	10.00	10.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Transcriptionist/Data Entry Clerk	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	70.50	70.50	70.50
No changes in 2020.					

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
Building Inspection					
Building/Housing Inspector	2.00	2.00	2.00	2.00	2.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	1.00	1.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00
No changes in 2020.					
PUBLIC WORKS					
Department of Public Works					
Administration					
Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	0.00	0.00	1.00
Management Analyst	1.00	1.00	1.00	1.00	0.00
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	4.00	4.00	4.00	4.00
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	1.00	1.00	1.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	2.00	2.00
GIS Project Specialist	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	6.00	7.00	7.00	7.00	7.00
Municipal Service Building Administration /					
Maintenance					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Leadman - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Lead-Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>
Total MSB Administration/Maintenance	11.00	11.00	11.00	13.50	13.50
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	11.00	9.00
Maintenance Worker I-Streets	5.00	5.00	5.00	3.00	3.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	8.00	8.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	2.00	2.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	45.00	45.00	45.00	38.00	36.00
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Arborist	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Parks	1.00	1.00	1.00	2.00	2.00
Maintenance Worker III - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Administrative Assistant	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Parks and Cemetery	18.00	17.00	17.00	17.00	17.00
Total Department of Public Works	84.00	84.00	84.00	79.50	77.50

2.00 FTE Streets and Sanitation Maintenance Worker II transferred to Recycling Utility Fund in 2020.

CULTURE AND RECREATION

Senior Services

Director of Senior Services	0.00	0.00	0.00	1.00	1.00
Senior Center Supervisor	1.00	1.00	1.00	0.00	0.00
Assistant Supervisor	0.00	1.00	1.00	0.00	0.00
Coordinator	0.00	0.00	0.00	1.00	1.00
Wellness Coordinator	1.00	0.00	0.00	0.00	0.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>
Total Senior Services	2.28	2.28	2.28	2.28	2.28

No changes in 2020.

CONSERVATION AND DEVELOPMENT

Planning and Development

Director of Planning and Development	1.00	1.00	1.00	1.00	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	1.00	0.00	0.00	1.00
Community/Economic Development Planner	0.00	0.00	1.00	1.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	4.00	4.00	5.00

The addition of a Grant Coordinator in 2020.

TOTAL GENERAL FUND	295.24	295.43	295.83	292.33	291.33
---------------------------	---------------	---------------	---------------	---------------	---------------

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
SPECIAL REVENUE FUND					
Mead Public Library					
Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	0.00	0.00	0.00	0.00
Librarian I	4.75	0.00	0.00	0.00	0.00
Librarian	0.00	6.75	8.00	7.75	7.75
Page Supervisor	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	0.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	2.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	9.25	9.25
Cleaners	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.50</u>
Total Mead Public Library	39.50	39.50	39.75	39.50	39.50
No changes in 2020					
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
Office 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
No changes in 2020.					
Ambulance					
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	4.00
No changes in 2020.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.50	1.25	1.25	1.25
No changes in 2020.					
TOTAL SPECIAL REVENUE FUND	47.50	47.50	47.50	47.25	47.25

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker II	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	0.00	0.00	2.00
This fund is new in 2020.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	0.00	0.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	2.00	2.00	1.00	1.00
Lead Dispatcher	1.00	1.00	1.00	1.00	1.00
Fill-In Dispatcher	1.00	1.00	1.00	1.00	1.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.25	1.50	1.50	1.50
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
Total Transit Utility	51.20	51.20	51.45	51.45	51.45
No changes in 2020.					
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance 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
No changes in 2020.					
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	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	0.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	5.00	5.00	6.00
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
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	30.00	30.00	30.00	30.00	31.00

An increase of 1.00 FTE in 2020. *Approval authorized by the Board of Water Commissioners.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	1.00	1.00	2.00	2.00
Operator I	1.00	1.00	1.00	2.00	2.00
Clerk Typist	1.00	0.00	0.00	0.00	0.00
Clerk IV / Administrative Assistant	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	13.00	13.00	15.00	15.00
No changes in 2020.					
TOTAL PROPRIETARY FUND	96.50	96.50	96.75	98.75	101.75
INTERNAL SERVICE FUNDS					
Information Technology					
IT 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	2.00	1.00	1.00
PC Specialist	<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	6.00	5.00	5.00
A reduction of 1.00 FTE Network Administrator position (unfilled) in 2020.					
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	6.00	3.00	3.00	2.00	2.00
Truck Mechanic	0.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	8.00	6.00	6.00	6.00	6.00
No changes in 2020.					
TOTAL INTERNAL SERVICE FUNDS	13.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	109.50	107.50	108.75	109.75	112.75
TOTAL CITY FUNDS	452.24	450.43	452.08	449.33	451.33

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 16, 2019.

Your Committee to whom was referred a copy of DIRECT REFERRAL Res. No. 83-19-20 by Alderpersons Donohue and Bohren establishing the 2020 Budget appropriations and the 2019 Tax Levy for use during the calendar year; recommends adopting the Resolution.

Car

_____ 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



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE, PUBLIC WORKS COMMITTEE AND LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 83 - 19 - 20. By Alderpersons Donohue and Bohren. September 4, 2019.

A RESOLUTION establishing the 2020 Budget appropriations and the 2019 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of 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 2020 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 14, 2019 as required, and

WHEREAS, The 2020 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2020 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Neighborhood Revitalization Fund, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 5 Debt, TID 6 Debt, TID 10 Debt, TID 11 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 6 Capital, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds -Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in the budget document.

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2020 Budget be approved, and

Finance + Personnel
Public Works
Adopted
9/5

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2020 Budget is \$24,092,874.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2020 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$17,982,638	\$4,302,078	\$8,542,409	\$1,600,242	\$0	\$516,662
Licenses and Permits	\$992,740	\$642,475	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,570,165	\$2,174,662	\$52,472	\$1,181,056	\$0	\$3,786,219
Intergovernmental Charges for Services	\$258,000	\$0	\$0	\$0	\$0	\$0
Charges for Services	\$1,566,322	\$2,168,641	\$0	\$0	\$9,400	\$20,928,466
Fines and Forfeitures	\$271,000	\$900,000	\$0	\$0	\$0	\$5,000
Miscellaneous Revenue	\$356,650	\$361,550	\$679,532	\$121,300	\$30,500	\$1,148,990
Interfund Transfers	\$1,708,924	\$942,964	\$1,127,142	\$6,551,946	\$0	\$257,026
Total Revenue	\$37,706,439	\$11,492,370	\$10,401,555	\$9,454,544	\$39,900	\$26,673,063
Expenditures						
General Government	\$4,207,724	\$1,849,996	\$165,696	\$0	\$0	\$9,235,520
Public Safety	\$22,315,691	\$870,061	\$0	\$765,944	\$0	\$0
Public Works	\$8,825,441	\$937,643	\$0	\$4,948,430	\$0	\$13,878,087
Health and Human Services	\$201,331	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$2,837,589	\$4,075,246	\$0	\$886,770	\$150,000	\$3,038
Conservation and Development	\$368,721	\$1,502,433	\$0	\$5,541,234	\$0	\$7,996
Transfers and other expenses	\$538,030	\$2,028,764	\$8,564,112	\$1,097,000	\$15,000	\$7,291,501
Total Expenditures	\$39,294,527	\$11,264,142	\$8,729,808	\$13,239,378	\$166,000	\$30,416,143
Excess of revenues over (under) expenditures	-\$1,588,088	\$228,228	\$1,671,747	-\$3,784,834	-\$126,100	-\$3,743,080

BUDGET SUMMARY

2020 Requested	2019 Estimated	2018 Actual	2017 Actual
\$32,944,029	\$31,388,209	\$30,561,851	\$29,155,873
\$1,665,915	\$1,982,186	\$1,806,082	\$1,744,147
\$21,764,574	\$22,083,795	\$20,793,432	\$21,894,629
\$258,000	\$258,000	\$259,067	\$212,174
\$24,672,829	\$22,838,073	\$22,603,020	\$20,783,225
\$1,176,000	\$1,026,000	\$1,197,563	\$1,078,718
\$2,698,522	\$2,751,280	\$5,309,019	\$3,741,590
\$10,588,002	\$20,197,386	\$43,581,151	\$12,511,269
<u>\$95,767,871</u>	<u>\$102,524,929</u>	<u>\$126,111,184</u>	<u>\$91,121,626</u>
\$15,458,937	\$18,560,910	\$20,803,862	\$14,019,118
\$23,951,696	\$23,214,931	\$24,471,918	\$21,481,633
\$28,589,601	\$24,926,076	\$22,880,281	\$22,431,711
\$202,331	\$194,205	\$205,785	\$234,960
\$7,952,643	\$7,790,159	\$7,102,525	\$7,167,105
\$7,420,384	\$3,979,555	\$16,223,927	\$7,729,672
<u>\$19,534,407</u>	<u>\$35,791,768</u>	<u>\$22,997,705</u>	<u>\$20,394,270</u>
<u>\$103,109,999</u>	<u>\$114,457,604</u>	<u>\$114,686,004</u>	<u>\$93,458,469</u>
<u><u>-\$7,342,128</u></u>	<u><u>-\$11,932,674</u></u>	<u><u>\$11,425,180</u></u>	<u><u>-\$2,336,843</u></u>

Revenue

Taxes
Licenses and Permits
Intergovernmental Revenue
Intergovernmental Charges for Services
Charges for Services
Fines and Forfeitures
Miscellaneous Revenue
Interfund Transfers
Total Revenue

Expenditures

General Government
Public Safety
Public Works
Health and Human Services
Culture and Recreation
Conservation and Development
Transfers and other expenses
Total Expenditures

Excess of revenues over (under) expenditures

GENERAL FUND BUDGET SUMMARY

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	15,617,078	16,469,774	16,639,228	16,639,608	16,812,638
Licenses and Permits	1,070,035	1,206,900	921,240	1,236,480	992,740
Intergovernmental Revenue	14,258,857	14,637,627	14,482,474	14,498,829	14,535,165
Intergovernmental Charges for Services	212,174	259,067	258,000	258,000	258,000
Charges for Services	1,721,996	1,625,706	1,679,822	1,599,604	1,601,322
Fines and Forfeitures	354,853	275,390	271,000	271,000	271,000
Miscellaneous Revenue	440,329	637,008	342,425	415,889	356,650
Interfund Transfers	2,811,255	2,900,078	2,717,605	3,287,291	2,878,924
Total Revenue	36,486,578	38,011,550	37,311,794	38,206,702	37,706,439
Expense					
General Government	3,200,019	3,482,747	4,024,030	3,609,017	4,207,724
Public Safety	20,153,964	21,258,537	21,784,550	21,712,789	22,315,691
Public Works	8,270,129	8,464,170	9,069,716	9,131,312	8,825,441
Health and Human Services	221,626	188,887	201,337	193,455	201,331
Culture and Recreation	2,502,124	2,589,441	2,681,942	2,687,117	2,837,589
Conservation and Development	646,480	348,915	352,725	353,951	368,721
Transfers and other expenses	118,427	5,604,986	431,077	86,482	538,030
Total Expenditures	35,112,769	41,937,683	38,545,378	37,774,122	39,294,527
Excess of revenue over (under) expenditures	1,373,809	-3,926,133	-1,233,584	432,580	-1,588,088
Fund Balance, Beginning Year	22,527,096	23,900,905	19,078,761	19,974,772	20,407,352
Fund Balance, Ending Year*	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264
*Ending Fund Balance consists of:					
Uncommitted	21,613,280	17,081,687	16,089,044	18,727,726	17,263,509
Committed	2,287,625	2,893,085	1,756,133	1,679,626	1,555,755
	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264

GENERAL FUND BUDGET SUMMARY

	2017	2018	2019	2019	2020
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>
Committed					
Inventory	155,185	151,571	150,000	150,000	150,000
Prepaid postage and other	31,602	11,294	13,500	13,500	13,500
Advance to TID 10 Debt Fund	611,908	419,728	332,633	123,871	0
Advance to TID 13 Debt Fund	112,175	112,175	0	0	0
Advance to TID 16 Capital Fund	512,255	542,255	30,000	542,255	542,255
Advance to TID 17 Capital Fund	14,500	14,500	30,000	0	0
Advance to TID 18 Capital Fund	0	791,562	0	0	0
Advance to TID 19 Capital Fund	0	0	350,000	0	0
Advance to Harbor Centre Marina Fund	0	0	0	0	0
Advance to Redevelopment Authority Fund	500,000	500,000	500,000	500,000	500,000
Committed - Development	350,000	350,000	350,000	350,000	350,000
	<u>2,287,625</u>	<u>2,893,085</u>	<u>1,756,133</u>	<u>1,679,626</u>	<u>1,555,755</u>

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	2017 <u>Actual</u>	2018 <u>Actual</u>	2019 <u>Amended</u>	2019 <u>Estimated</u>	2020 <u>Requested</u>
Revenue					
Taxes	4,010,842	4,094,226	3,991,321	3,981,887	4,302,078
Licenses and Permits	642,712	564,581	610,000	715,006	642,475
Intergovernmental Revenue	1,704,960	1,882,304	2,261,618	2,428,071	2,174,662
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	2,202,507	2,359,534	2,034,740	2,165,538	2,168,641
Fines and Forfeitures	705,477	922,173	750,000	750,000	900,000
Miscellaneous Revenue	1,867,474	392,238	289,569	392,058	361,550
Interfund Transfers	750,844	229,368	225,000	230,000	942,964
Total Revenue	11,884,817	10,444,425	10,162,248	10,662,560	11,492,370
Expenditures					
General Government	961,653	1,076,765	1,057,624	1,538,244	1,849,996
Public Safety	721,085	651,650	823,944	829,636	870,061
Public Works	982,378	1,028,440	974,799	898,719	937,643
Health and Human Services	0	0	0	0	0
Culture and Recreation	3,969,292	3,638,642	4,157,540	4,241,790	4,075,246
Conservation and Development	1,389,219	1,311,330	1,431,276	1,109,213	1,502,433
Transfers and other expenses	3,675,045	2,632,070	2,204,522	2,493,701	2,028,764
Total Expenditures	11,698,673	10,338,896	10,649,705	11,111,304	11,264,142
Excess of revenues over (under) expenditures	186,144	105,528	-487,458	-448,743	228,228
Fund Balance, Beginning Year	2,189,647	2,375,791	1,844,466	2,481,319	2,032,576
Fund Balance, Ending Year	2,375,791	2,481,319	1,357,009	2,032,576	2,260,803

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	2017 <u>Actual</u>	2018 <u>Actual</u>	2019 <u>Amended</u>	2019 <u>Estimated</u>	2020 <u>Requested</u>
Revenue					
Taxes	6,167,634	6,666,863	7,358,181	7,434,915	8,542,409
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenues	53,639	54,429	52,471	52,471	52,472
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	839,577	1,437,124	540,465	1,042,992	679,532
Interfund Transfers	1,366,425	9,702,434	1,084,486	5,782,591	1,127,142
Total Revenue	8,427,276	17,860,849	9,035,603	14,312,969	10,401,555
Expenditures					
General Government	733,323	725,083	201,419	165,196	165,696
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	0	0	0	0	0
Culture and Recreation	0	0	0	0	0
Conservation and Development	0	0	0	0	0
Transfers and other expenses	8,543,156	7,040,253	15,650,511	22,693,412	8,564,112
Total Expenditures	9,276,479	7,765,335	15,851,930	22,858,608	8,729,808
Excess of revenues over (under) expenditures	-849,203	10,095,514	-6,816,327	-8,545,639	1,671,747
Fund Balance, Beginning Year	9,814,477	8,965,274	17,375,830	19,060,788	10,515,149
Fund Balance, Ending Year	8,965,274	19,060,788	10,559,503	10,515,149	12,186,896

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	Actual	Actual	Amended	Estimated	Requested
Revenue					
Taxes	1,681,879	1,661,306	1,690,775	1,683,775	1,600,242
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	1,640,314	760,683	8,359,913	1,574,310	1,181,056
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	999,043	1,505,168	468,500	120,960	121,300
Interfund Transfers	7,790,207	30,952,500	10,928,526	10,927,681	6,551,946
Total Revenue	12,111,443	34,879,658	21,447,714	14,306,727	9,454,544
Expenditures					
General Government	359,046	6,721,251	7,709,894	4,261,436	0
Public Safety	606,584	2,561,731	767,689	672,506	765,944
Public Works	5,361,688	5,344,146	10,756,843	5,077,149	4,948,430
Health and Human Services	0	0	0	0	0
Culture and Recreation	380,351	779,258	1,236,638	629,770	886,770
Conservation and Development	5,686,887	14,554,353	7,871,237	2,508,596	5,541,234
Transfers and other expenses	967,588	1,071,479	2,654,817	3,336,985	1,097,000
Total Expenditures	13,362,143	31,032,219	30,997,118	16,486,443	13,239,378
Excess of revenues over (under) expenditures	-1,250,701	3,847,439	-9,549,404	-2,179,716	-3,784,834
Fund Balance, Beginning Year	6,749,570	5,498,869	7,789,986	9,346,308	7,166,592
Fund Balance, Ending Year	5,498,869	9,346,308	-1,759,418	7,166,592	3,381,758

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	511,562	511,576	511,547	511,547	516,662
Licenses and Permits	31,800	34,600	34,200	30,700	30,700
Intergovernmental	3,471,718	3,389,061	3,849,794	3,497,114	3,786,219
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	16,878,734	18,636,235	19,198,586	19,096,530	20,928,466
Fines and Forfeitures	18,388	0	5,000	5,000	5,000
Miscellaneous Revenue	700,499	824,569	653,822	748,881	1,148,990
Interfund Transfers	959,015	954,877	1,107,499	1,106,300	257,026
Total Revenue	22,571,715	24,350,917	25,360,448	24,996,072	26,673,063
Expenditures					
General Government	8,765,077	8,798,016	9,833,896	8,987,017	9,235,520
Public Safety	0	0	0	0	0
Public Works	7,817,516	8,043,525	10,352,949	9,818,896	13,878,087
Health and Human Services	0	0	0	0	0
Culture and Recreation	2,929	3,764	2,682	1,482	3,038
Conservation and Development	7,086	9,329	7,817	7,796	7,996
Transfers and other expenses	7,089,999	6,647,996	7,268,193	7,166,187	7,291,501
Total Expenditures	23,682,608	23,502,630	27,465,537	25,981,378	30,416,143
Excess of revenues over (under) expenditures	-1,110,892	848,288	-2,105,089	-985,306	-3,743,080
Fund Balance, Beginning Year	86,007,204	84,896,312	83,038,389	85,744,599	84,759,293
Fund Balance, Ending Year	84,896,312	85,744,599	80,933,300	84,759,293	81,016,213

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	0	0	0	0	0
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	11,611	14,836	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	165,529	512,912	24,000	30,500	30,500
Interfund Transfers	0	0	0	0	0
Total Revenue	177,140	527,747	33,400	39,900	39,900
Expenditures					
General Government	0	0	0	0	0
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	13,334	16,898	750	750	1,000
Culture and Recreation	312,409	91,420	0	230,000	150,000
Conservation and Development	0	0	0	0	0
Transfers and other expenses	55	922	1,250	15,000	15,000
Total Expenditures	325,797	109,241	2,000	245,750	166,000
Excess of revenues over (under) expenditures	-148,657	418,507	31,400	-205,850	-126,100
Fund Balance, Beginning Year	2,175,632	2,026,975	2,051,126	2,445,482	2,239,632
Fund Balance, Ending Year	2,026,975	2,445,482	2,082,526	2,239,632	2,113,532

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<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
No changes in 2020.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	0.81	1.00	1.00	1.00	1.00
Council/Licensing 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>0.75</u>
Total Office of the City Clerk	3.56	3.75	3.75	3.75	3.75
No changes in 2020.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	1.00	1.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2020.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.00	0.00	1.00	1.00
Comptroller/Treasurer	1.00	0.00	0.00	0.00	0.00
Auditor/Analyst	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accountant I	0.00	0.40	0.40	0.40	0.40
Clerk I	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Accounts Payable Clerk	0.00	1.00	1.00	1.00	1.00
Purchasing Agent	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Finance Department	6.50	5.90	5.90	6.90	6.90
No changes in 2020.					
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Human Resources Generalist	0.00	1.00	1.00	1.00	1.00
Accountant I	<u>0.00</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>
Total Human Resources Department	4.00	4.60	4.60	4.60	4.60
No changes in 2020.					

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.00	0.40	0.40	0.40
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	4.00	4.00	4.40	4.40	4.40
No changes in 2020.					
PUBLIC SAFETY					
Police Department					
Chief	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	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	59.00	59.00	59.00	59.00	59.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication 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
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation 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	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	104.40	104.40	104.40	104.40	104.40
No changes in 2020.					
Fire Department					
Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	1.00	1.00	2.00
Deputy Fire Chief	1.00	1.00	1.00	1.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	5.00	5.00	5.00
Lieutenant	10.00	10.00	10.00	10.00	10.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Transcriptionist/Data Entry Clerk	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	70.50	70.50	70.50
No changes in 2020.					

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Building Inspection					
Building/Housing Inspector	2.00	2.00	2.00	2.00	2.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	1.00	1.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00
No changes in 2020.					
PUBLIC WORKS					
Department of Public Works					
Administration					
Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	0.00	0.00	1.00
Management Analyst	1.00	1.00	1.00	1.00	0.00
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	4.00	4.00	4.00	4.00
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	1.00	1.00	1.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	2.00	2.00
GIS Project Specialist	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	6.00	7.00	7.00	7.00	7.00
Municipal Service Building Administration / Maintenance					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Leadman - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Lead-Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>
Total MSB Administration/Maintenance	11.00	11.00	11.00	13.50	13.50
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	11.00	9.00
Maintenance Worker I-Streets	5.00	5.00	5.00	3.00	3.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	8.00	8.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	2.00	2.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	45.00	45.00	45.00	38.00	36.00

Parks and Cemetery

Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Arborist	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Parks	1.00	1.00	1.00	2.00	2.00
Maintenance Worker III - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Administrative Assistant	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Parks and Cemetery	<u>18.00</u>	<u>17.00</u>	<u>17.00</u>	<u>17.00</u>	<u>17.00</u>
Total Department of Public Works	84.00	84.00	84.00	79.50	77.50

2.00 FTE Streets and Sanitation Maintenance Worker II transferred to Recycling Utility Fund in 2020.

CULTURE AND RECREATION

Senior Services

Director of Senior Services	0.00	0.00	0.00	1.00	1.00
Senior Center Supervisor	1.00	1.00	1.00	0.00	0.00
Assistant Supervisor	0.00	1.00	1.00	0.00	0.00
Coordinator	0.00	0.00	0.00	1.00	1.00
Wellness Coordinator	1.00	0.00	0.00	0.00	0.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>
Total Senior Services	2.28	2.28	2.28	2.28	2.28

No changes in 2020.

CONSERVATION AND DEVELOPMENT

Planning and Development

Director of Planning and Development	1.00	1.00	1.00	1.00	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	1.00	0.00	0.00	1.00
Community/Economic Development Planner	0.00	0.00	1.00	1.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	4.00	4.00	5.00

The addition of a Grant Coordinator in 2020.

TOTAL GENERAL FUND	295.24	295.43	295.83	292.33	291.33
---------------------------	---------------	---------------	---------------	---------------	---------------

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
SPECIAL REVENUE FUND					
Mead Public Library					
Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	0.00	0.00	0.00	0.00
Librarian I	4.75	0.00	0.00	0.00	0.00
Librarian	0.00	6.75	8.00	7.75	7.75
Page Supervisor	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	0.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	2.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	9.25	9.25
Cleaners	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.50</u>
Total Mead Public Library	39.50	39.50	39.75	39.50	39.50
No changes in 2020					
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
Office 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
No changes in 2020.					
Ambulance					
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	4.00
No changes in 2020.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.50	1.25	1.25	1.25
No changes in 2020.					
TOTAL SPECIAL REVENUE FUND	47.50	47.50	47.50	47.25	47.25

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker II	0.00	0.00	0.00	0.00	2.00
Total Recycling Utility	0.00	0.00	0.00	0.00	2.00
This fund is new in 2020.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	0.00	0.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	2.00	2.00	1.00	1.00
Lead Dispatcher	1.00	1.00	1.00	1.00	1.00
Fill-In Dispatcher	1.00	1.00	1.00	1.00	1.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.25	1.50	1.50	1.50
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
Total Transit Utility	51.20	51.20	51.45	51.45	51.45
No changes in 2020.					
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance 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
No changes in 2020.					
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	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	0.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	5.00	5.00	6.00
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
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	30.00	30.00	30.00	30.00	31.00

An increase of 1.00 FTE in 2020. *Approval authorized by the Board of Water Commissioners.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	1.00	1.00	2.00	2.00
Operator I	1.00	1.00	1.00	2.00	2.00
Clerk Typist	1.00	0.00	0.00	0.00	0.00
Clerk IV / Administrative Assistant	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	13.00	13.00	15.00	15.00
No changes in 2020.					
TOTAL PROPRIETARY FUND	96.50	96.50	96.75	98.75	101.75
INTERNAL SERVICE FUNDS					
Information Technology					
IT 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	2.00	1.00	1.00
PC Specialist	<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	6.00	5.00	5.00
A reduction of 1.00 FTE Network Administrator position (unfilled) in 2020.					
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	6.00	3.00	3.00	2.00	2.00
Truck Mechanic	0.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	8.00	6.00	6.00	6.00	6.00
No changes in 2020.					
TOTAL INTERNAL SERVICE FUNDS	13.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	109.50	107.50	108.75	109.75	112.75
TOTAL CITY FUNDS	452.24	450.43	452.08	449.33	451.33

III

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 16, 2019.

Your Committee to whom was referred a copy of DIRECT REFERRAL Res. No. 83-19-20 by Alderpersons Donohue and Bohren establishing the 2020 Budget appropriations and the 2019 Tax Levy for use during the calendar year; recommends adopting the Resolution.

Cow

_____ 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



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE, PUBLIC WORKS COMMITTEE AND LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 83 - 19 - 20. By Alderpersons Donohue and Bohren.
September 4, 2019.

A RESOLUTION establishing the 2020 Budget appropriations and the 2019 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of 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 2020 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 14, 2019 as required, and

WHEREAS, The 2020 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2020 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Neighborhood Revitalization Fund, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 5 Debt, TID 6 Debt, TID 10 Debt, TID 11 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 6 Capital, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds -Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in the budget document.

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2020 Budget be approved, and

*Timothy Personnel
Public Works
AUG 5 adopt*

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2020 Budget is \$24,092,874.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2020 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$17,982,638	\$4,302,078	\$8,542,409	\$1,600,242	\$0	\$516,662
Licenses and Permits	\$992,740	\$642,475	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,570,165	\$2,174,662	\$52,472	\$1,181,056	\$0	\$3,786,219
Intergovernmental Charges for Services	\$258,000	\$0	\$0	\$0	\$0	\$0
Charges for Services	\$1,566,322	\$2,168,641	\$0	\$0	\$9,400	\$20,928,466
Fines and Forfeitures	\$271,000	\$900,000	\$0	\$0	\$0	\$5,000
Miscellaneous Revenue	\$356,650	\$361,550	\$679,532	\$121,300	\$30,500	\$1,148,990
Interfund Transfers	\$1,708,924	\$942,964	\$1,127,142	\$6,551,946	\$0	\$257,026
Total Revenue	\$37,706,439	\$11,492,370	\$10,401,555	\$9,454,544	\$39,900	\$26,673,063
Expenditures						
General Government	\$4,207,724	\$1,849,996	\$165,696	\$0	\$0	\$9,235,520
Public Safety	\$22,315,691	\$870,061	\$0	\$765,944	\$0	\$0
Public Works	\$8,825,441	\$937,643	\$0	\$4,948,430	\$0	\$13,878,087
Health and Human Services	\$201,331	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$2,837,589	\$4,075,246	\$0	\$886,770	\$150,000	\$3,038
Conservation and Development	\$368,721	\$1,502,433	\$0	\$5,541,234	\$0	\$7,996
Transfers and other expenses	\$538,030	\$2,028,764	\$8,564,112	\$1,097,000	\$15,000	\$7,291,501
Total Expenditures	\$39,294,527	\$11,264,142	\$8,729,808	\$13,239,378	\$166,000	\$30,416,143
Excess of revenues over (under) expenditures	-\$1,588,088	\$228,228	\$1,671,747	-\$3,784,834	-\$126,100	-\$3,743,080

BUDGET SUMMARY

2020 Requested	2019 Estimated	2018 Actual	2017 Actual
\$32,944,029	\$31,388,209	\$30,561,851	\$29,155,873
\$1,665,915	\$1,982,186	\$1,806,082	\$1,744,147
\$21,764,574	\$22,083,795	\$20,793,432	\$21,894,629
\$258,000	\$258,000	\$259,067	\$212,174
\$24,672,829	\$22,838,073	\$22,603,020	\$20,783,225
\$1,176,000	\$1,026,000	\$1,197,563	\$1,078,718
\$2,698,522	\$2,751,280	\$5,309,019	\$3,741,590
\$10,588,002	\$20,197,386	\$43,581,151	\$12,511,269
<u>\$95,767,871</u>	<u>\$102,524,929</u>	<u>\$126,111,184</u>	<u>\$91,121,626</u>
\$15,458,937	\$18,560,910	\$20,803,862	\$14,019,118
\$23,951,696	\$23,214,931	\$24,471,918	\$21,481,633
\$28,589,601	\$24,926,076	\$22,880,281	\$22,431,711
\$202,331	\$194,205	\$205,785	\$234,960
\$7,952,643	\$7,790,159	\$7,102,525	\$7,167,105
\$7,420,384	\$3,979,555	\$16,223,927	\$7,729,672
<u>\$19,534,407</u>	<u>\$35,791,768</u>	<u>\$22,997,705</u>	<u>\$20,394,270</u>
<u>\$103,109,999</u>	<u>\$114,457,604</u>	<u>\$114,686,004</u>	<u>\$93,458,469</u>
<u><u>-\$7,342,128</u></u>	<u><u>-\$11,932,674</u></u>	<u><u>\$11,425,180</u></u>	<u><u>-\$2,336,843</u></u>

Revenue

Taxes
Licenses and Permits
Intergovernmental Revenue
Intergovernmental Charges for Services
Charges for Services
Fines and Forfeitures
Miscellaneous Revenue
Interfund Transfers
Total Revenue

Expenditures

General Government
Public Safety
Public Works
Health and Human Services
Culture and Recreation
Conservation and Development
Transfers and other expenses
Total Expenditures

Excess of revenues over (under) expenditures

GENERAL FUND BUDGET SUMMARY

	2017 <u>Actual</u>	2018 <u>Actual</u>	2019 <u>Amended</u>	2019 <u>Estimated</u>	2020 <u>Requested</u>
Revenue					
Taxes	15,617,078	16,469,774	16,639,228	16,639,608	16,812,638
Licenses and Permits	1,070,035	1,206,900	921,240	1,236,480	992,740
Intergovernmental Revenue	14,258,857	14,637,627	14,482,474	14,498,829	14,535,165
Intergovernmental Charges for Services	212,174	259,067	258,000	258,000	258,000
Charges for Services	1,721,996	1,625,706	1,679,822	1,599,604	1,601,322
Fines and Forfeitures	354,853	275,390	271,000	271,000	271,000
Miscellaneous Revenue	440,329	637,008	342,425	415,889	356,650
Interfund Transfers	2,811,255	2,900,078	2,717,605	3,287,291	2,878,924
Total Revenue	36,486,578	38,011,550	37,311,794	38,206,702	37,706,439
Expense					
General Government	3,200,019	3,482,747	4,024,030	3,609,017	4,207,724
Public Safety	20,153,964	21,258,537	21,784,550	21,712,789	22,315,691
Public Works	8,270,129	8,464,170	9,069,716	9,131,312	8,825,441
Health and Human Services	221,626	188,887	201,337	193,455	201,331
Culture and Recreation	2,502,124	2,589,441	2,681,942	2,687,117	2,837,589
Conservation and Development	646,480	348,915	352,725	353,951	368,721
Transfers and other expenses	118,427	5,604,986	431,077	86,482	538,030
Total Expenditures	35,112,769	41,937,683	38,545,378	37,774,122	39,294,527
Excess of revenue over (under) expenditures	1,373,809	-3,926,133	-1,233,584	432,580	-1,588,088
Fund Balance, Beginning Year	22,527,096	23,900,905	19,078,761	19,974,772	20,407,352
Fund Balance, Ending Year*	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264
*Ending Fund Balance consists of:					
Uncommitted	21,613,280	17,081,687	16,089,044	18,727,726	17,263,509
Committed	2,287,625	2,893,085	1,756,133	1,679,626	1,555,755
	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264

GENERAL FUND BUDGET SUMMARY

	2017	2018	2019	2019	2020
	Actual	Actual	Amended	Estimated	Requested
Committed					
Inventory	155,185	151,571	150,000	150,000	150,000
Prepaid postage and other	31,602	11,294	13,500	13,500	13,500
Advance to TID 10 Debt Fund	611,908	419,728	332,633	123,871	0
Advance to TID 13 Debt Fund	112,175	112,175	0	0	0
Advance to TID 16 Capital Fund	512,255	542,255	30,000	542,255	542,255
Advance to TID 17 Capital Fund	14,500	14,500	30,000	0	0
Advance to TID 18 Capital Fund	0	791,562	0	0	0
Advance to TID 19 Capital Fund	0	0	350,000	0	0
Advance to Harbor Centre Marina Fund	0	0	0	0	0
Advance to Redevelopment Authority Fund	500,000	500,000	500,000	500,000	500,000
Committed - Development	350,000	350,000	350,000	350,000	350,000
	<u>2,287,625</u>	<u>2,893,085</u>	<u>1,756,133</u>	<u>1,679,626</u>	<u>1,555,755</u>

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	2017 <u>Actual</u>	2018 <u>Actual</u>	2019 <u>Amended</u>	2019 <u>Estimated</u>	2020 <u>Requested</u>
Revenue					
Taxes	4,010,842	4,094,226	3,991,321	3,981,887	4,302,078
Licenses and Permits	642,712	564,581	610,000	715,006	642,475
Intergovernmental Revenue	1,704,960	1,882,304	2,261,618	2,428,071	2,174,662
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	2,202,507	2,359,534	2,034,740	2,165,538	2,168,641
Fines and Forfeitures	705,477	922,173	750,000	750,000	900,000
Miscellaneous Revenue	1,867,474	392,238	289,569	392,058	361,550
Interfund Transfers	750,844	229,368	225,000	230,000	942,964
Total Revenue	11,884,817	10,444,425	10,162,248	10,662,560	11,492,370
Expenditures					
General Government	961,653	1,076,765	1,057,624	1,538,244	1,849,996
Public Safety	721,085	651,650	823,944	829,636	870,061
Public Works	982,378	1,028,440	974,799	898,719	937,643
Health and Human Services	0	0	0	0	0
Culture and Recreation	3,969,292	3,638,642	4,157,540	4,241,790	4,075,246
Conservation and Development	1,389,219	1,311,330	1,431,276	1,109,213	1,502,433
Transfers and other expenses	3,675,045	2,632,070	2,204,522	2,493,701	2,028,764
Total Expenditures	11,698,673	10,338,896	10,649,705	11,111,304	11,264,142
Excess of revenues over (under) expenditures	186,144	105,528	-487,458	-448,743	228,228
Fund Balance, Beginning Year	2,189,647	2,375,791	1,844,466	2,481,319	2,032,576
Fund Balance, Ending Year	2,375,791	2,481,319	1,357,009	2,032,576	2,260,803

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	2017 <u>Actual</u>	2018 <u>Actual</u>	2019 <u>Amended</u>	2019 <u>Estimated</u>	2020 <u>Requested</u>
Revenue					
Taxes	6,167,634	6,666,863	7,358,181	7,434,915	8,542,409
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenues	53,639	54,429	52,471	52,471	52,472
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	839,577	1,437,124	540,465	1,042,992	679,532
Interfund Transfers	1,366,425	9,702,434	1,084,486	5,782,591	1,127,142
Total Revenue	8,427,276	17,860,849	9,035,603	14,312,969	10,401,555
Expenditures					
General Government	733,323	725,083	201,419	165,196	165,696
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	0	0	0	0	0
Culture and Recreation	0	0	0	0	0
Conservation and Development	0	0	0	0	0
Transfers and other expenses	8,543,156	7,040,253	15,650,511	22,693,412	8,564,112
Total Expenditures	9,276,479	7,765,335	15,851,930	22,858,608	8,729,808
Excess of revenues over (under) expenditures	-849,203	10,095,514	-6,816,327	-8,545,639	1,671,747
Fund Balance, Beginning Year	9,814,477	8,965,274	17,375,830	19,060,788	10,515,149
Fund Balance, Ending Year	8,965,274	19,060,788	10,559,503	10,515,149	12,186,896

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	Actual	Actual	Amended	Estimated	Requested
Revenue					
Taxes	1,681,879	1,661,306	1,690,775	1,683,775	1,600,242
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	1,640,314	760,683	8,359,913	1,574,310	1,181,056
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	999,043	1,505,168	468,500	120,960	121,300
Interfund Transfers	7,790,207	30,952,500	10,928,526	10,927,681	6,551,946
Total Revenue	12,111,443	34,879,658	21,447,714	14,306,727	9,454,544
Expenditures					
General Government	359,046	6,721,251	7,709,894	4,261,436	0
Public Safety	606,584	2,561,731	767,689	672,506	765,944
Public Works	5,361,688	5,344,146	10,756,843	5,077,149	4,948,430
Health and Human Services	0	0	0	0	0
Culture and Recreation	380,351	779,258	1,236,638	629,770	886,770
Conservation and Development	5,686,887	14,554,353	7,871,237	2,508,596	5,541,234
Transfers and other expenses	967,588	1,071,479	2,654,817	3,336,985	1,097,000
Total Expenditures	13,362,143	31,032,219	30,997,118	16,486,443	13,239,378
Excess of revenues over (under) expenditures	-1,250,701	3,847,439	-9,549,404	-2,179,716	-3,784,834
Fund Balance, Beginning Year	6,749,570	5,498,869	7,789,986	9,346,308	7,166,592
Fund Balance, Ending Year	5,498,869	9,346,308	-1,759,418	7,166,592	3,381,758

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	511,562	511,576	511,547	511,547	516,662
Licenses and Permits	31,800	34,600	34,200	30,700	30,700
Intergovernmental	3,471,718	3,389,061	3,849,794	3,497,114	3,786,219
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	16,878,734	18,636,235	19,198,586	19,096,530	20,928,466
Fines and Forfeitures	18,388	0	5,000	5,000	5,000
Miscellaneous Revenue	700,499	824,569	653,822	748,881	1,148,990
Interfund Transfers	959,015	954,877	1,107,499	1,106,300	257,026
Total Revenue	22,571,715	24,350,917	25,360,448	24,996,072	26,673,063
Expenditures					
General Government	8,765,077	8,798,016	9,833,896	8,987,017	9,235,520
Public Safety	0	0	0	0	0
Public Works	7,817,516	8,043,525	10,352,949	9,818,896	13,878,087
Health and Human Services	0	0	0	0	0
Culture and Recreation	2,929	3,764	2,682	1,482	3,038
Conservation and Development	7,086	9,329	7,817	7,796	7,996
Transfers and other expenses	7,089,999	6,647,996	7,268,193	7,166,187	7,291,501
Total Expenditures	23,682,608	23,502,630	27,465,537	25,981,378	30,416,143
Excess of revenues over (under) expenditures	-1,110,892	848,288	-2,105,089	-985,306	-3,743,080
Fund Balance, Beginning Year	86,007,204	84,896,312	83,038,389	85,744,599	84,759,293
Fund Balance, Ending Year	84,896,312	85,744,599	80,933,300	84,759,293	81,016,213

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	0	0	0	0	0
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	11,611	14,836	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	165,529	512,912	24,000	30,500	30,500
Interfund Transfers	0	0	0	0	0
Total Revenue	177,140	527,747	33,400	39,900	39,900
Expenditures					
General Government	0	0	0	0	0
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	13,334	16,898	750	750	1,000
Culture and Recreation	312,409	91,420	0	230,000	150,000
Conservation and Development	0	0	0	0	0
Transfers and other expenses	55	922	1,250	15,000	15,000
Total Expenditures	325,797	109,241	2,000	245,750	166,000
Excess of revenues over (under) expenditures	-148,657	418,507	31,400	-205,850	-126,100
Fund Balance, Beginning Year	2,175,632	2,026,975	2,051,126	2,445,482	2,239,632
Fund Balance, Ending Year	2,026,975	2,445,482	2,082,526	2,239,632	2,113,532

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<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
No changes in 2020.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	0.81	1.00	1.00	1.00	1.00
Council/Licensing 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>0.75</u>
Total Office of the City Clerk	3.56	3.75	3.75	3.75	3.75
No changes in 2020.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	1.00	1.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2020.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.00	0.00	1.00	1.00
Comptroller/Treasurer	1.00	0.00	0.00	0.00	0.00
Auditor/Analyst	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accountant I	0.00	0.40	0.40	0.40	0.40
Clerk I	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Accounts Payable Clerk	0.00	1.00	1.00	1.00	1.00
Purchasing Agent	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Finance Department	6.50	5.90	5.90	6.90	6.90
No changes in 2020.					
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Human Resources Generalist	0.00	1.00	1.00	1.00	1.00
Accountant I	<u>0.00</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>
Total Human Resources Department	4.00	4.60	4.60	4.60	4.60
No changes in 2020.					

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.00	0.40	0.40	0.40
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	4.00	4.00	4.40	4.40	4.40

No changes in 2020.

PUBLIC SAFETY

Police Department

Chief	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	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	59.00	59.00	59.00	59.00	59.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication 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
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation 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	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	104.40	104.40	104.40	104.40	104.40

No changes in 2020.

Fire Department

Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	1.00	1.00	2.00
Deputy Fire Chief	1.00	1.00	1.00	1.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	5.00	5.00	5.00
Lieutenant	10.00	10.00	10.00	10.00	10.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Transcriptionist/Data Entry Clerk	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	70.50	70.50	70.50

No changes in 2020.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Building Inspection					
Building/Housing Inspector	2.00	2.00	2.00	2.00	2.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	1.00	1.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00
No changes in 2020.					
PUBLIC WORKS					
Department of Public Works					
Administration					
Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	0.00	0.00	1.00
Management Analyst	1.00	1.00	1.00	1.00	0.00
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	4.00	4.00	4.00	4.00
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	1.00	1.00	1.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	2.00	2.00
GIS Project Specialist	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	6.00	7.00	7.00	7.00	7.00
Municipal Service Building Administration / Maintenance					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Leadman - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Lead-Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>
Total MSB Administration/Maintenance	11.00	11.00	11.00	13.50	13.50
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	11.00	9.00
Maintenance Worker I-Streets	5.00	5.00	5.00	3.00	3.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	8.00	8.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	2.00	2.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	45.00	45.00	45.00	38.00	36.00
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Arborist	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Parks	1.00	1.00	1.00	2.00	2.00
Maintenance Worker III - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Administrative Assistant	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Parks and Cemetery	18.00	17.00	17.00	17.00	17.00
Total Department of Public Works	84.00	84.00	84.00	79.50	77.50

2.00 FTE Streets and Sanitation Maintenance Worker II transferred to Recycling Utility Fund in 2020.

CULTURE AND RECREATION

Senior Services

Director of Senior Services	0.00	0.00	0.00	1.00	1.00
Senior Center Supervisor	1.00	1.00	1.00	0.00	0.00
Assistant Supervisor	0.00	1.00	1.00	0.00	0.00
Coordinator	0.00	0.00	0.00	1.00	1.00
Wellness Coordinator	1.00	0.00	0.00	0.00	0.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>
Total Senior Services	2.28	2.28	2.28	2.28	2.28

No changes in 2020.

CONSERVATION AND DEVELOPMENT

Planning and Development

Director of Planning and Development	1.00	1.00	1.00	1.00	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	1.00	0.00	0.00	1.00
Community/Economic Development Planner	0.00	0.00	1.00	1.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	4.00	4.00	5.00

The addition of a Grant Coordinator in 2020.

TOTAL GENERAL FUND	295.24	295.43	295.83	292.33	291.33
---------------------------	---------------	---------------	---------------	---------------	---------------

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
SPECIAL REVENUE FUND					
Mead Public Library					
Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	0.00	0.00	0.00	0.00
Librarian I	4.75	0.00	0.00	0.00	0.00
Librarian	0.00	6.75	8.00	7.75	7.75
Page Supervisor	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	0.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	2.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	9.25	9.25
Cleaners	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.50</u>
Total Mead Public Library	39.50	39.50	39.75	39.50	39.50
No changes in 2020					
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
Office 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
No changes in 2020.					
Ambulance					
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	4.00
No changes in 2020.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.50	1.25	1.25	1.25
No changes in 2020.					
TOTAL SPECIAL REVENUE FUND	47.50	47.50	47.50	47.25	47.25

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker II	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	0.00	0.00	2.00
This fund is new in 2020.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	0.00	0.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	2.00	2.00	1.00	1.00
Lead Dispatcher	1.00	1.00	1.00	1.00	1.00
Fill-In Dispatcher	1.00	1.00	1.00	1.00	1.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.25	1.50	1.50	1.50
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
Total Transit Utility	51.20	51.20	51.45	51.45	51.45
No changes in 2020.					
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance 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
No changes in 2020.					
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	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	0.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	5.00	5.00	6.00
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
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	30.00	30.00	30.00	30.00	31.00

An increase of 1.00 FTE in 2020. *Approval authorized by the Board of Water Commissioners.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	1.00	1.00	2.00	2.00
Operator I	1.00	1.00	1.00	2.00	2.00
Clerk Typist	1.00	0.00	0.00	0.00	0.00
Clerk IV / Administrative Assistant	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	13.00	13.00	15.00	15.00
No changes in 2020.					
TOTAL PROPRIETARY FUND	96.50	96.50	96.75	98.75	101.75
INTERNAL SERVICE FUNDS					
Information Technology					
IT 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	2.00	1.00	1.00
PC Specialist	<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	6.00	5.00	5.00
A reduction of 1.00 FTE Network Administrator position (unfilled) in 2020.					
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	6.00	3.00	3.00	2.00	2.00
Truck Mechanic	0.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	8.00	6.00	6.00	6.00	6.00
No changes in 2020.					
TOTAL INTERNAL SERVICE FUNDS	13.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	109.50	107.50	108.75	109.75	112.75
TOTAL CITY FUNDS	452.24	450.43	452.08	449.33	451.33

II

Gen. Ord. No. - 19 - 20. By Alderpersons Wolf and Sorenson.
September 16, 2019.

AN ORDINANCE repealing and recreating Chapter 102 of the Sheboygan Municipal Code relating to solid waste and recycling and amending Section 1-14(a)(2) regarding issuance of citations.

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

Section 1. Chapter 102 of the Sheboygan Municipal Code entitled "Solid Waste" is hereby repealed and recreated to read as follows:

"Chapter 102 - SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 102-1. *Definitions.*

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Collectible recyclables means aluminum containers, bi-metal containers, corrugated paper or other container board, glass containers, magazines, newspapers, office paper, plastic containers made of PETE, HDPE, PVC, LDPE, or PP, and steel containers. *Collectible recyclables* only includes materials that are residential in origin.

Collectable refuse means drained and wrapped garbage, manufactured wood wastes, organic byproducts, and materials not considered recyclable by state law, which are residential in origin, but excluding prohibited materials or noncollectible refuse.

Commercial hauler means any individual, partnership, or corporation, other than the city, engaged in the business of collection, disposal, preprocessing, or marketing of refuse or recyclables.

Commercial recyclables means lead acid batteries, major appliances, waste oil, yard waste, aluminum containers, bi-metal containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspapers, office paper, plastic containers, steel containers, waste tires, and any other materials prohibited by state law to be placed into a landfill. *Commercial recyclables* only includes materials that are not residential in origin.

Public Works

Commercial refuse means all waste produced or accumulated by any business, industry, church, governmental office, public or private educational institution, hospital, charitable organization, or that is not residential in origin, which is not prohibited under state law from being disposed of in a solid waste disposal facility or solid waste treatment facility.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Dump or abandon means to deposit or dispose of collectable or noncollectable refuse or recyclables, prohibited materials, or commercial refuse or recyclables, in any place or in any manner, other than as provided by this chapter.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Glass container means a glass bottle, jar, or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

HDPE means high density polyethylene, labeled by the SPI code #2.

Infectious waste means solid waste that contains pathogens with sufficient virulence and sufficient quantity that exposure of a susceptible human or animal to the solid waste could cause the human or animal to contract an infectious disease. The following are specifically deemed to constitute infectious waste:

- (1) *Microbiological laboratory waste* means cultures derived from clinical specimens or laboratory equipment which has come in contact with these cultures.
- (2) *Blood and body fluids* means whole blood or blood components, blood specimens, body fluids, and peritoneal dialysate.

- (3) *Sharps* means medical or laboratory articles that may cause punctures or cuts. Examples include, but are not limited to, hypodermic needles, syringes, Pasteur pipettes, and scalpel blades.
- (4) *Medical wastes* means wastes that contain infectious waste or that are from a treatment area - which means a room or area in a hospital or clinic the primary use of which is to provide emergency care, diagnosis, or radiological treatment; an obstetrics delivery room in a hospital, other than a patient's room; or a room or area in a hospital, clinic, or nursing home, in which infectious waste is generated - and that are mixed with infectious waste.
- (5) *Human tissue* means tissue removed from human beings. This does not include hair or nails, but does include teeth.

LDPE means low density polyethylene, labeled by the SPI code #4.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater, or stove.

Multi-family dwelling means a property containing five or more residential units, including those which are occupied seasonably.

Newspaper means a newspaper and other materials printed on newsprint.

Noncollectible recyclables means lead acid batteries, major appliances, waste oil, yard waste, plastic containers that are made of something other than PETE, HDPE, PVC, LDPE, or PP, foam polystyrene packaging, waste tires, and any other material prohibited by state law to be placed into a landfill that is not covered by a variance and that is not a *collectable recyclable*.

Noncollectible refuse means items that are residential in origin, nonrecyclable, and that do not meet the definition of collectible refuse.

Non-residential facilities and properties means commercial, retail, industrial, institutional, and governmental facilities and properties. This term does not include multi-family dwellings.

Office paper means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and

computer printouts are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Outdoor precollection storage container means a metal or resinous container which is flyproof and rodentproof with a tightfitting cover. *Outdoor precollection storage container* includes, but is not limited to, containers provided by the department of public works.

Person includes any individual, corporation, partnership, association, local government unit, as defined in Wis. Stat. § 66.0131(1)(a), state agency or authority, or federal agency.

PETE or *PET* means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

PP means polypropylene, labeled by the SPI code #5.

Prohibited materials means explosives; toxic metals and chemicals; asbestos products and wastes; solvents, thinners, and oil- or lead-based paint; fuel oils; gasoline tanks or cans and all liquid storage containers five gallons or larger; automobile, truck, and tractor tires; animal carcasses; infectious wastes and other hazardous wastes; and construction, demolition, and remodeling debris.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recycling means the marketing or other reuse of materials that have previously been considered wastes.

Resident dropoff site means a municipal facility for the collection of certain noncollectible refuse or noncollectible recyclables.

Residential in origin means produced or accumulated in buildings of four or fewer residential units.

Residential unit means a structure or portion of a structure capable of independent habitation by a family unit.

Solid waste has the meaning specified in Wis. Stat. § 289.01(33).

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage, or defect.

Yard waste means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.

Sec. 102-2. *Penalties.*

- (a) A violation of any of the sections in this chapter which results in any refuse or recyclables being placed at the curb or alley line not suitable for collection shall, after reasonable effort to give 48 hours' notice to the abutting property owner or resident, be deemed just cause to be collected by the department of public works. The department of public works shall keep accurate account of the expenses of collection and disposal, and the whole of these expenses, plus 50 percent, shall be assessed to the property owner and, if not paid within the period fixed by the department of public works, shall become a lien on the property and shall automatically be included in the next tax collection and collected as other taxes are collected.
- (b) A violation of any of the sections of this chapter, other than those for which a penalty is specifically provided in this section, shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense within a 12-month period, a forfeiture of not less than \$100.00 or more than \$500.00 for the second offense within a 12-month period, a forfeiture of not less than \$250.00 or more than \$2,000.00 for the third and subsequent offense within a 12-month period, together with the cost of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed ten days. In addition, any costs incurred by the city for cleanup and disposal as a result of the violation shall be added as recoverable costs.
- (c) A violation of Section 102-41, Sections 102-43 through 102-46 or Section 102-87 shall result in a forfeiture of not less than \$50.00 or more than \$250.00 plus the costs of prosecution, plus the expenses of collection and disposal as provided in subsection (a) of this section for the first offense; a forfeiture of not less than \$100.00 or more than \$500.00 plus the costs of prosecution, plus any costs incurred by the city for cleanup and disposal as a result of the violation, plus the elimination of all city collection services for a period not to exceed six months for the second and each subsequent violation. In default of payment of the forfeiture imposed by this subsection, the property owner or resident may be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

- (d) A violation of Sections 102-8 or 102-9 shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense and for any subsequent violation not less than \$100.00 or more than \$500.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

Section 102-3. *Burning or burying refuse prohibited.*

It shall be unlawful for any person to burn out of doors or bury refuse or animal waste within the city or to leave such in the open for a period in excess of 24 hours, except as specified in Section 102-4.

Section 102-4. *Composting.*

It shall be lawful to utilize grass, leaves, and garden waste for composting purposes in a manner which does not create a nuisance or is not offensive in smell or unsightly in appearance.

Section 102-5. *Littering prohibited generally.*

It shall be unlawful for any person to throw, drop, cast, or deposit upon any street, alley, sidewalk, yard, or premises, public or private, any cans, paper, trash, paper containers, rubbish, bottles, filth of any kind, or any other form of litter or waste matter.

Section 102-6. *Control of litter on business premises.*

- (a) *Generally.* The owner or occupant of any store or other place of business situated within the city shall exercise reasonable diligence at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on the premises by his customers, and to take reasonable measures to recycle or dispose of these materials in accordance with this chapter and applicable state laws and regulations.
- (b) *Receptacles.* Appropriate receptacles of sufficient size and number shall be placed on the premises accessible to the customers of such business where the articles of waste referred to in subsection (a) of this section may be recycled or disposed of in accordance with this chapter and applicable state laws and regulations.

Section 102-7. *Control of litter by customer.*

It shall be unlawful for any customer going upon the premises of another to in any manner dispose of wastepaper, wrapping paper, paper napkins, cartons, package containers, or other waste materials, except in receptacles provided for such purposes.

Section 102-8. *Compliance by commercial haulers.*

Commercial haulers shall comply with all local and state laws, ordinances, and regulations relating to the proper collection and disposal of commercial refuse and commercial recyclables.

Section 102-9. *Recordkeeping by commercial hauler.*

Commercial haulers shall keep accurate records of commercial refuse and commercial recyclables collected, accumulated, or processed within the city by year for at least the most recent three years, and shall report these volumes to the department of public works at least annually by April 1 and upon request. Copies of these records shall be maintained by commercial haulers for at least three years, in a form consistent with reporting requirements of the state department of natural resources.

Section 102-10. *Illegal dumping or abandonment.*

It shall be illegal to dump or abandon any collectable or noncollectible residential, commercial, or industrial refuse, recyclables, or prohibited materials at any household, business, industry, government facility, church, school, or public or private lands.

Section 102-11. *Antiscavenging or unlawful removal of refuse/recyclables.*

It shall be unlawful for any person, except law enforcement personnel and authorized employees of the city, to collect or remove or cause to be collected or removed or otherwise meddle or tamper with any item which has been deposited or placed by any person for refuse/recyclable collection at the appropriate location for collection adjoining his premises.

Section 102-12. *Fees.*

The Common Council expressly notes that it may, from time to time, impose new fees, adjust the amount of existing fees, or eliminate any fee related to residential collection of refuse or residential collection of recycling. Any imposition, adjustment, or elimination of any fee related to residential collection of refuse or residential collection of recycling shall require appropriate notice and compliance with all applicable laws.

Sections 102-13 - 102-40. *Reserved*

Address: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

ARTICLE II. COLLECTION

Section 102-41. *Supervision.*

- (a) The collection of collectable refuse and collectable recyclables of residential origin shall be made by the city under the supervision and direction of the department of public works or by a commercial hauler under contract with the city. Regulations for the orderly and efficient collection of such materials shall be established by the department of public works.
- (b) For the avoidance of doubt, the department of public works may collect items that are not of residential origin from buildings and properties owned or operated by the City of Sheboygan or pursuant to intergovernmental partnership agreement.

Section 102-42. *Additional regulations.*

The department of public works shall make such regulations as it deems necessary to carry out the orderly administration and disposal of refuse and recyclables of all kinds, and for efficient administration of the city's recycling program, which rules and regulations shall not be inconsistent with this chapter, and any violation thereof shall be deemed a violation of this chapter.

Section 102-43. *Outdoor precollection storage container specifications.*

Collectable refuse, collectable recyclables, and any noncollectible recyclables, noncollectible refuse or prohibited materials that a person stores outside shall be stored in metal or resinous rodentproof and flyproof containers with tight-fitting covers and shall be so placed as to not cause a rodent harborage. All containers used for the storage or accumulation of refuse or recyclables shall be kept in a clean condition so as not to be offensive in smell or unsightly in appearance. No container used for the storage or accumulation of refuse or recyclables may be kept, placed, maintained, or stored directly in front of a residential property or on a front porch or in the public right of way, except when placed out for collection in accordance with Section 102-45.

Section 102-44. *Curbside or alley collection container specifications.*

- (a) The department of public works will provide one container for collectable refuse and one container for collectable recyclables to the owner of each residential unit producing refuse and recycling that is residential in origin.

- (b) The department of public works will only accept collectable refuse and collectable recyclables that are contained within a department of public works-issued container with the lid fully closed. If the lid is not closed, the container is not suitable for collection, and will be collected in accordance with subsection 102-2(a). Collectable recyclables shall not be separately bagged within the department of public works-issued container.
- (c) In the event that the zoning or usage of a residential unit changes so that refuse and recyclables are no longer residential in origin, the residential unit shall, within fourteen (14) days, contact the department of public works to arrange for the containers for collectable refuse and collectable recycling to be picked up.
- (d) In the event that a container for collectable refuse or collectable recyclables is damaged, lost, stolen, or destroyed, the residential unit shall, within seven (7) days, contact the department of public works to arrange for a replacement cart. The department of public works may impose a container replacement charge of up to \$62.00 to recover its costs. The amount charged by the department of public works shall not exceed the reasonable costs incurred by the department of public works.
- (e) The containers for collectable refuse and collectable recyclables in subsection (a) stay with the residential unit. In the event that a resident moves, the containers should stay at the residential unit. In the event that the resident moves and does not leave all containers at the residential unit, the department of public works shall impose a container replacement charge of \$62.00 to cover the costs of replacing the container.

Section 102-45. *Collection container location and collection time.*

- (a) Collectable refuse in a department of public works-issued container shall be made available to the city collection crews by 7:30 a.m. on the scheduled collection date, but shall not be made available before 5:00 p.m. on the day preceding the scheduled collection date.
- (b) If a property is designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the alley with the container's numbered side facing the alley. If a property is not designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city

collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the curb of the street with the container's numbered side facing the street. Where no curbs are present, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the street at the edge of the roadway with the cart's numbered side facing the street. No collection will be made from within any garage, shed, residence, building, or vehicle.

- (c) Each department of public works-issued container that is made available to the city collection crews shall be at least four feet from any other department of public works-issued container and at least four feet from any other object, such as a tree, mailbox, or parked vehicle.
- (d) No department of public works-issued container will be collected from atop or behind a snow bank. When snow is present, the resident shall clear a four foot square area around each department of public works-issued container. If snow has not been sufficiently cleared around each department of public works-issued container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).
- (e) Requests for an alternative to the provision of Section 102-45(a) - (d) may be made by application to the superintendent of streets and sanitation who will consider all relevant facts and circumstances and determine what, if any, accommodation is appropriate. An appeal from the decision of the superintendent of streets and sanitation shall be heard by the public works committee.

Section 102-46. *Limitation in collection.*

- (a) The city shall collect collectable refuse that is residential in origin, as defined in Section 102-1.
- (b) No person shall deposit at the curb or alley for collection any commercial refuse, noncollectible recyclables, noncollectible refuse, or prohibited materials.

Section 102-47. *Resident dropoff site.*

- (a) The city shall provide at least one resident dropoff site to which residents may haul and dispose of certain noncommercial noncollectible refuse or noncollectible recyclables.
- (b) The facility shall be regulated by schedules and regulations, including regulations regarding items accepted by the resident dropoff site, as provided for and deemed necessary by the department of public works under the direction of the public works committee.
- (c) The facility shall be restricted to use by persons living in buildings of four or fewer living units in the City of Sheboygan. The department of public works may verify residence to restrict the use of this facility to only those residents of the city.

Section 102-48. *Schedules for collection.*

The collection of collectable refuse shall be once weekly from every residential building of four or fewer living units under schedules to be determined by the department of public works.

Section 102-49. *City collection of collectable recyclables.*

Collectable recyclables in a department of public works-issued container shall be collected from residential buildings of four or fewer living units under schedules to be determined by the department of public works. The container shall be placed in accordance with the provisions of Section 102-45. Collectable recyclables shall not be separately bagged within the department of public works-issued container. If collectable recyclables are separately bagged within the container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).

Section 102-50. *Storage facilities for commercial refuse and recyclables.*

Commercial refuse and recyclables shall be stored in approved storage containers or facilities. These storage facilities shall be so constructed as not to cause an odor nuisance, rat harborage nuisance, or a condition leading to the wind scattering materials, and shall be located as to permit use by the occupants of the dwelling units and commercial establishments without their being extendedly exposed to extreme weather conditions. Failure to provide such storage facilities shall constitute a public nuisance.

Section 102-51. *Incineration of refuse.*

- (a) All refuse incinerators in or on the premises of multi-family dwellings defined in Section 102-1 and commercial establishments shall be of the type with DNR- and EPA-approved devices to effectively control air pollution. All exhaust stacks shall be of sufficient height so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.
- (b) All incinerators installed for dwellings with less than four residential living units and on premises other than commercial establishments shall have approved air pollution control devices and exhaust stacks of sufficient heights so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.

Section 102-52. *Commercial and industrial refuse*

Commercial refuse, as defined in Section 102-1, shall be disposed of by the owner of the premises or by private haulers. Noncollectible commercial refuse, recyclable and prohibited materials shall be disposed of by the business, industry, or agency generating such refuse at its expense in compliance with all local, state, and federal laws and regulations.

Sections 102-53 - 102-80. *Reserved*

ARTICLE III. RECYCLING

Section 102-81. *Purpose.*

The purpose of this Article is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in Wis. Stat. § 287.11 and Wis. Admin. Code NR 544. This Article is adopted as authorized by Wis. Stat. § 287.09(3)(b).

Section 102-82. *Interpretation.*

For the avoidance of doubt, this Article shall be held to be the minimum requirements, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this Article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Wis. Admin. Code Chapter NR 544, and where the provision of this Article is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and Administrative Code in effect on the date of the adoption of this Article, or in effect on the date of the most recent text amendment to this Article.

Section 102-83. *Severability.*

Should any portion of this Article be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Article shall not be affected.

Section 102-84. *Applicability.*

The requirements of this Article apply to all persons within the City of Sheboygan, Wisconsin.

Section 102-85. *Administration.*

The provisions of this Article shall be administered by the director of public works or the director's designee.

Section 102-86. *Definitions.*

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Other resins or multiple resins mean plastic resins, labeled by the SPI code #7.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stat. § 291.01(7), and waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stat. § 289.01(17).

PS means polystyrene, labeled by the SPI code #6.

Recyclable materials includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers, waste tires; and bi-metal containers.

Solid waste facility has the meaning specified in Wis. Stat. § 289.01(35).

Solid waste treatment means any method, technique, or process which is designed to change the physical, chemical, or biological character or composition of solid waste. *Solid waste treatment* does not include the

treatment of post-use plastics or nonrecycled feedstock at a pyrolysis or gasification facility.

Section 102-87. *Separation of Recyclable Materials.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries
- (2) Major appliances
- (3) Waste oil
- (4) Yard waste
- (5) Aluminum containers
- (6) Bi-metal containers
- (7) Corrugated paper or other container board
- (8) Foam polystyrene packaging
- (9) Glass containers
- (10) Magazines
- (11) Newspaper
- (12) Office paper
- (13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- (14) Steel containers
- (15) Waste tires

Section 102-88. *Exemption from separation requirements.*

The separation requirements of Section 102-87 do not apply to the following:

- (1) Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and

properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Section 102-87 in as pure a form as is technically feasible.

- (2) Solid waste which is burned as a supplement fuel at a facility, if less than 30% of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- (3) A recyclable material specified in Section 102-87(5) - (15) for which a variance has been granted by the Department of Natural Resources under Wis. Stat. § 287.11(2m) or Wis. Admin. Code NR 544.14 and is in effect at the time of collection.

Section 102-89. *Care of separated recyclable materials.*

To the greatest extent practicable, the recyclable materials separated in accordance with Section 102-87 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including - but not limited to - household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

Section 102-90. *Management of lead acid batteries, major appliances, waste oil, and yard waste.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- (a) Lead acid batteries shall be recycled. This may be done by delivering them to vehicle battery retailers, commercial installers, auto salvage yards, or scrap dealers, some of whom may charge a fee for accepting them.
- (b) Major appliances shall be recycled. This may be done by delivering them to or arranging for pick-up by private appliance dealers or scrap dealers, some of whom may charge a fee for accepting them.
- (c) Waste oil shall be recycled. It shall be taken to a state approved used oil collection center. Occupants of single family and two to four unit residences may deposit waste oil in collection containers at the resident dropoff site.

- (d) Yard waste shall be recycled. Occupants of single family and two to four unit residences may deposit grass and small branches at the resident dropoff site.

Section 102-91. *Preparation and collection of recyclable materials.*

Except as otherwise directed by this Chapter, occupants of single family and two to four unit residences shall do the following for the preparation and collection of the separated materials specified in Section 102-87.

- (a) Aluminum containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (b) Bi-metal containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (c) Corrugated paper or other container board shall be flattened, reduced and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (d) Foam polystyrene packaging is currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (e) Glass containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (f) Magazines shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (g) Newspaper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.

- (h) Office paper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (i) Rigid plastic containers shall be prepared and collected as follows:
 - (1) Plastic containers made of PET and with SPI code #1 with screw tops only, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
 - (2) Plastic containers made of HDPE natural and color bottles with SPI code #2, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
 - (3) Plastic containers made of PP with SPI code #5 and their lids, shall be shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
 - (4) Other plastic containers are currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (j) Steel containers shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (k) Waste tires shall be delivered to a commercial hauler or other location that accepts waste tires.

Section 102-92. Responsibilities of owners or designated agents of multi-family dwellings.

- (a) Owners or designated agents of multi-family dwellings shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):

- (1) Provide adequate, separate containers for the recyclable materials.
 - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods of sites, locations and hours of operation, and a contact person or company, including a name, address, and telephone number.
- (b) The requirements in Section 102-92(a) do not apply to the owner or designated agent of a multi-family dwelling if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-93. *Responsibilities of owners or designated agents of non-residential facilities and properties.*

- (a) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):
- (1) Provide adequate, separate containers for the recyclable materials.
 - (2) Notify in writing, at least semi-annually, all users, tenants, and occupants of the properties about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants, and occupants, and the delivery of the materials to a recycling facility.
 - (4) Notify users, tenants, and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods, or sites, locations and hours of

operation, and a contact person or company, including a name, address, and telephone number.

- (b) The requirements in Section 102-93(a) do not apply to the owner or designated agent of non-residential facilities and properties if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-94. *Prohibitions on disposal of recyclable materials separated from recycling.*

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section 102-87(5) - (15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

Section 102-95. *Enforcement.*

- (a) For the purpose of ascertaining compliance with the provisions of this Article, any authorized officer, employee, or representative of the City of Sheboygan may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multi-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential to the extent permitted by law to protect proprietary information. In the event that a person refuses access to any authorized officer, employee, or representative of the City of Sheboygan who requests access for the purpose of inspection, and who presents appropriate credentials, the authorized officer, employee, or representative may make an inference of noncompliance.
- (b) Any person who violates a provision of this ordinance may be issued a citation by an authorized official of the City of Sheboygan. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- (c) Penalties for violating this Article are set forth in Section 102-2."

Section 2. Section 1-14 of the Sheboygan Municipal Code entitled "Issuance of citations by city inspectors for violations of certain ordinances" is amended in subsection (a)(2) to read as follows:

"Sec. 1-14. Issuance of citations by city inspectors for violations of certain ordinances.

(a) . . .

(2) Building inspectors issuing citations for violations of chapters 26, 46, 50, 66, 102, 110, 122, 138, and section 134-109 of the Sheboygan Municipal Code, and violations of the Sheboygan Zoning Ordinance;

. . . "

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of May 1, 2020.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

OtherMatters

R. O. No. 80 - 19 - 20. By CITY CLERK. September 16, 2019.

Submitting various license applications for the period ending December 31, 2019 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2941	Altendahl, Gina L.	515 Washington St., Sheb. Falls
2945	Carlson, Michaela M.	326 State Street, Sheb. Falls
7339	Cleveland, Heather A.	2505 Erie Avenue
2943	Gilbert, Amy W.	1238 Geele Avenue Apt. 214
2942	Hendrickson, April M.	611 N. 5 th Street
4767	Holzschuh, Susan J.	5016 Moenning Road
0413	Kohler, Charlotte W.	730 Denison Circle, Sheb. Falls
2939	Mahmutagic, Semir	2224 N. 10 th Street
2948	Oppenheimer, Robin J.	2721 S. 7 th Street
2949	Russart, Michael J.	1316 New York Avenue
2950	Santana, Alicia	2724 Main Avenue
2946	Vaneffen, Katie F.	3207 S. 10 th Street
3089	Walker, Elizabeth A.	612 Superior Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2940	Glenzer, Larry W.	4335 Liberty Court #Z105

JHPB.

III