

*****ATTACHMENTS*****

August 19, 2019

RESIGNATION

Ray Haen from the Architectural Review Board effective immediately.

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Monday, August 5, 2019 2:59 PM
To: DeBruin, Meredith
Subject: FW: Ray Haen Resignation from Architectural Review Board

Meredith,

Please include with the next Council agenda.

Mike

Mike Vandersteen, Mayor
City of Sheboygan
Office: 920-459-3317
Cell: 920-207-2410

Read the latest issue of the City of Sheboygan Newsletter, the Sheboygan Insider:
<http://www.sheboyganwi.gov/residents/sheboygan-insider/>

From: Sokolowski, Steve
Sent: Friday, August 02, 2019 4:12 PM
To: Mayor Vandersteen; Pelishek, Chad; Duellman, Janet
Cc: 'Joe Clarke'; 'rwhaen@charter.net'
Subject: Ray Haen Resignation from Architectural Review Board

Mayor:

I spoke to Ray Haen over the phone today and he informed me he would like to resign due to health concerns.

I accepted his resignation, thanked him for his service to the committee/community and informed him I would pass his message onto you and to the Board.

Sincerely,

Steve Sokolowski

Strategic Plan
2019 Action Items and Critical Measurements

1/1/2019 to 6/30/2019

Blue denotes Benchmark achieved

<u>Quality of Life - Action Items</u>	<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
1 Expand and enhance Fire / EMS staff training	Fire	1/1/2018	Ongoing		100%	Training program plan complete
2 Continue youth and adult enrichment classes / events	Library	1/1/2018	Ongoing		62%	2019 = Programs ongoing
3 Increase dedicated patron programming areas within the Mead Public Library facility	Library	1/1/2019	12/31/2021		10%	2019 = Renovations continue
4 Establish action plan / mission statement / goals for Livable Sheboygan For All community initiative	Senior Services	1/1/2019	12/31/2019	All Departments	25%	March 2019 = Mission and Vision statements completed
5 Continue engagement of SAC participants in multi-generational community activities	Senior Services	1/1/2018	Ongoing	All Departments	100%	2018-Survey and listening sessions complete
6 Complete adequacy study of Senior Activity Center building	Public Works	1/1/2018	12/31/2020		40%	June 2019 = ADA facility audit information under review
7 Maintain park equipment replacement schedule	Public Works	1/1/2018	Ongoing	Parks / Forestry staff	100%	Tracking document completed. Facility upgrades based on document
8 Continue development of Shaw Family inclusive playground	Public Works	1/1/2018	5/1/2019	Parks / Forestry staff	80%	2018 - Playground opening
9 Construct ADA compliant canoe / kayak launch at Kiwanis Park	Public Works	1/1/2018	5/1/2019	Parks / Forestry staff	100%	2019 - complete landscaping, 2018 - Launch complete.
10 Increase community volunteer partnerships to improve city beautification projects	Public Works/Mayor	6/1/2018	Ongoing		50%	Adopt-A-Park program
11 Become a bike-friendly city	City Plan/Mayor	4/1/2017	12/1/2018		100%	2018 = earned Bronze award recognition
12 Coordinate with Sheboygan County for south side utility corridor bike path	Public Works	4/1/2017	11/30/2020	Sheboygan County	50%	2020 = Revised project following November 2017 Council vote
13 Continue to hold Tree City USA designation	Public Works	1/1/1978	Ongoing	Parks / Forestry staff	25%	April 26 = Arbor Day celebration, December 2019 Tree City application due
14 Continue replacement of trees lost to emerald ash borer infestation	Public Works	1/1/2018	Ongoing	Parks / Forestry staff	50%	Spring 2019 = Tree planting
15 Maintain neighborhood beat officer positions	Police	1/1/2017	Ongoing	Beat officer grant	100%	2019 grant funding secured

2019 Action Items and Critical Measurements

	<u>Quality of Life - Critical Measurements</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
16	Fire response compliance percentage (NFRIS standard 380 seconds)	Fire	93%	90%		103%	2018 = 89%, 2017 = 83%, 2016 = 79% , 2015 = 81%
17	EMS response compliance percentage (NFRIS standard 360 seconds)	Fire	N/A	90%		0%	2019 and 2018 = Statistical tracking method change in process, 2017 = 78%, 2016 = 79%, 2015 = 81%
18	Improve ISO rating from 2 to 1	Fire	2	1		0%	2018 review = no change
19	Total Fire / EMS staff training hours	Fire	1,882 / 764	8,000 / 1,800		25% / 42%	2018 = 8,040 / 1,868
20	Residents who feel safe or very safe walking in their neighborhood after dark	Police	69%	80%		86%	2019 Community Survey data = 69%, 2016 Survey = 58%
21	Part 1 crime rate - violent crimes / per 1,000	Police	1.80 per 1,000	2.70 per 1,000		66%	2018 = 3.24, 2017 = 2.40
22	Part 1 crime rate - property crimes / per 1,000	Police	7.60 per 1,000	22.25 per 1,000		34%	2018 = 16.70, 2017 = 17.10
23	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	6	7		85%	2018 = 9, 2017 = 6
24	Pounds of prescription drugs collected	Police	706	1,200	Collected 2nd & 4th quarter	58%	2018 = 1,898, 2017 = 1,193
25	Number of joint projects with Sheboygan Area School District	Various	7	6		117%	Beach education program, Fire safety program, Protective service career pathways, Transit contract
26	Number of neighborhood associations on the Mayor's Leadership Cabinet	City Plan/Mayor	9	9		100%	2019 = End and Franklin Park associations considering organization, 2018 = 9 Neighborhood Associations represented
27	Number of neighborhood meetings	City Plan/Police	47	70		67%	2018 = 75
28	Walkability score	City Plan	N/A	88		0%	2019 = Determined during third quarter, 2018 = 88, 2017 = 86
29	Additional trails created annually	City Plan/Public Works	0.00	0.00		0%	Fall 2019 south side trail completion
30	Number of community partnership participants (Adopt-A-Park / Adopt-A-Trail)	City Plan/Public Works	0	2		0%	2019 = 2 pending adoptions, 2018 = 3 adoptions
31	Increase Livable Sheboygan community information usage on social media	Mayor/SAC	0	0		25%	April 2019 = Action plan review
32	Number of Senior Activity Center joint projects with community partners	SAC	3	4		75%	JMKAC, SASD, YPN

2019 Action Items and Critical Measurements

	<u>Quality of Life - Critical Measurements - continued</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
33	Number of youth enrichment classes / events held	Library	426	700		61%	2018 = 786
34	Number of adult enrichment classes / events held	Library	259	400		65%	2018 = 431
35	Number of literacy / citizenship / public events held	Library	100	100		100%	2018 = 110
36	Number of internet sessions used by residents	Library	101,629	200,000		51%	2018 = 227,205
37	Number of square feet of library building improvements	Library	0	22,000		0%	3rd Quarter 2019 = Flooring and HVAC improvements
38	Increase Shoreline Metro & Metro Connection annual ridership	Transit	346,248 / 16,721	600,000/4,000		58% / 49%	2018 = 599,714 / 34,658, 2017 = 529,729 / 35,589
39	Shoreline Metro passenger surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit	0	677		25%	2019 = Bay-Lake RPC conducting survey
40	Trips per revenue mile - Shoreline Metro fixed route	Transit	18.55	15.00		124%	2018 = 15.38
41	Trips per revenue mile - Metro Connection	Transit	2.68	2.75		99%	2018 = 2.72
42	Number of curb miles of streets swept	Public Works	214	5,000		4%	2018 = 5,069
43	Percent of graffiti removed from city facilities within 3 days of notification	Police/Public Works	N/A	100%		0%	2019 = No graffiti, 2018 = 100%, 2017 = 75%
44	Number of years holding the Tree City USA designation	Public Works	41	41		100%	December application submission; 2019 = 41 years (since 1978)

2019 Action Items and Critical Measurements

<u>Infrastructure and Public Facilities</u>							
<u>Infrastructure and Public Facilities - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
45	Replace 3 fixed route buses	Transit	1/2/2019	1/1/2020	Federal grant funding	100%	2019 = 5 of 5 buses received
46	Replace 3 fixed route buses and 2 paratransit buses	Transit	1/1/2020	1/1/2021	Federal grant funding	0%	2020 project
47	Implement a safety management system	Transit	1/1/2019	12/31/2019		10%	Working with WisDOT and FTA to create management plan
48	Refurbish alley between North 8th Street and the parking lot east of the Shoreline Metro Transfer Station	City Plan/Parking/ Public Works	6/2/2017	6/1/2019	Sheboygan Visual Arts	25%	2018 = Partnership established with SVA
49	Manage City Hall renovation process for creation of safer, functional space for residents/employees	Public Works	6/1/2018	6/1/2019		95%	June 2019 completion
50	Continue sanitary sewer rehabilitation program	Public Works	6/15/2019	10/1/2019		0%	2019 = 2nd/3rd Quarter project, 2018 = 8,665 linear feet
51	Complete resurfacing of 3 city streets per year leveraging local, state and federal funding	Public Works	5/1/2019	11/1/2019		33%	2019 = 2nd/3rd Quarter project, 2018 = 7.20 miles
52	Develop city-wide long term storm water management program	Public Works	5/2/2018	5/21/2019		40%	Under contract with Strand
53	Secure agreement with local soccer organization for future sports complex on Butzen property	Public Works	Summer 2018	Summer 2019		0%	Discussions continue
54	Begin construction of Butzen Sports Complex - Phase 1	Public Works	Summer 2020	Summer 2021		0%	2020 project
55	Continue implementation of Sheboygan A's complex improvements	Public Works	Fall 2018	Fall 2019		100%	2019 = June completion
56	Continue funding emerald ash borer tree replacement program	Public Works	6/1/2017	Ongoing		49%	June 2019 = 800 trees treated with \$176,000 CDBG funding
57	Implement information technology plan recommendations	Information Technology	1/1/2020	12/31/2021		25%	2019 - Data center construction continues
<u>Infrastructure and Public Facilities - Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
58	Transit accident percentage per state report	Transit	16	30		53%	2019 Target = less than 30 reportable accidents / incidents
59	City Hall renovation percentage of completion	Public Works	95%	100%		95%	Summer 2019 = Completion

2019 Action Items and Critical Measurements

	<u>Infrastructure and Public Facilities - Critical Measurements- continued</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
60	Linear feet of sanitary sewer relining complete	Public Works	0	8,700		0%	2019 = 2nd and 3rd Quarter project, 2018 = 8,665, 2017 = 11,092
61	Linear miles of street resurfaced	Public Works	0.38	6.25		6%	2019 = 2nd and 3rd quarter, 2018 = 7.20 miles, 2017 = 6.25 miles
62	Pavement rating	Public Works	N/A	6.25		0%	2019 = rating assigned during 3rd Quarter; 2017 = 5.90; 2015 = 5.93 (2 year rating)
63	Number of street trees planted	Public Works	527	500		105%	2018 = 25, 2017 = 448

2019 Action Items and Critical Measurements

<u>Economic Development</u>							
<u>Economic Development - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
64	Continue with VisitSheboygan on recreational programming for City Green	City Plan	1/1/2018	Ongoing		75%	Partnered with Visit Sheboygan as lead entity
65	Construct recreational trail parallel to Indiana Avenue (South 9th Street to South 14th Street)	City Plan	5/1/2020	11/1/2020		0%	2020 project
66	Purchase real estate to extend recreational trail parallel to Indiana Avenue	City Plan	1/1/2020	12/31/2020		10%	2019 = Purchase/Sale agreement approved
67	Continue annual developers summit	City Plan	1/10/2017	Ongoing		20%	October 3, 2019
68	Coordinate new development on city-owned redevelopment sites	City Plan	6/1/2017	Ongoing		10%	2019 = Seeking business occupants via developer
69	Continue work with existing businesses promoting future expansion	City Plan	5/1/2018	Ongoing		10%	2019 = Seeking business expansion
70	Market infill development sites along Indiana Avenue	City Plan	5/1/2018	Ongoing		10%	2019 = Working with developer in 1st building
71	Transform former Koepsell property into Innovation District	City Plan	5/1/2018	Ongoing	SCEDC	15%	2019 = project continues
72	Leverage arts / culture streetscape to connect downtown to JMKAC Art Preserve development	City Plan/Public Works	1/1/2020	12/31/2021		5%	Revised date - 2023 project
73	Market and develop up to 10 acres in SouthPointe Enterprise Campus	City Plan	6/1/2017	Ongoing		10%	2019 = Seeking business occupants
74	Develop master plan for Mayline / west Sheboygan River district development	City Plan	1/1/2019	12/31/2019	CDBG	60%	2019 = Under contract with Graef
75	Analysis of current housing stock (including condos) to establish future housing needs	City Plan	1/1/2020	12/31/2020		0%	2020 project
<u>Economic Development – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
76	Amount of room tax generated	Finance	\$271,170	\$1,460,000		19%	2019 (Quarter 1 including Blue Harbor); 2018 = \$738,037; 2017 total = \$585,975 (excluding Blue Harbor)
77	Valuation of property with Tax Incremental Districts	Finance	\$189,986,000	\$154,000,000		127%	2018 = \$154,240,200; 2017 = \$130,881,800
78	Percent change of equalized property valuation (all property)	Finance	3.89%	7.00%		56%	2018 = 5.17%; 2017 = 7.00%

2019 Action Items and Critical Measurements

	<u>Economic Development – Critical Measurements - continued</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
79	Value of industrial property	Finance	\$188,064,300	\$188,903,300		99%	2018 = \$188,903,300, 2017 = \$186,609,500
80	Number of new hotel rooms constructed	City Plan	0	100		60%	2019 = 100 rooms under construction
81	Number of jobs retained via city-based finance	City Plan	3	15		20%	2019 - 3 (Craft 30); 2018 = 29; 2017 = 3
82	Vacancy rate of industrial buildings	City Plan	0.00%	5.20%		0%	2019 = Available Quarter 4, 2018 = 5.20%, 2017 = 4.40%
83	Square feet of industrial property (construction commenced)	City Plan	0	40,000		0%	2018 = 27,839, 2017 = 37,400
84	Acreage of new industrial sites created	City Plan	134	15		793%	2018 = 35, 2017 = 88
85	Number of new businesses	City Plan	2	10		20%	2019 = Greek Corner Restaurant, Main Street Boutique, 2018 = 12, 2017 = 15
86	Number of new residential units (construction commenced)	City Plan	184	80		230%	2018 = 99, 2017 = 133
87	Amount of net new construction	City Plan	\$9,411,900	\$50,000,000		18%	2018 = \$61,326,304, 2017 = \$94,843,900
88	Annual ridership on the trolley	Transit	399	4,000		10%	2019 = Began service June 17; 2018 = 4,360, 2017 = 3,327
89	Dollars spent per parking stall in the parking utility jurisdiction	Parking	N/A	\$200		0%	Determined at Year-End; 2018 = \$192

2019 Action Items and Critical Measurements

<u>Neighborhood Revitalization</u>							
<u>Neighborhood Revitalization - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
90	Continue development of baseline data in targeted neighborhoods	City Plan	1/1/2017	Ongoing	CDBG funding	75%	Mapping efforts continue
91	Make necessary public infrastructure improvements in at-risk neighborhoods	City Plan/Police/ Public Works	1/1/2017	Ongoing		0%	Projects to be completed per 2019 Capital Improvements Program
92	Continue expansion of the number of neighborhood associations	City Plan/Police	1/1/2017	Ongoing		10%	2019 = End Park and Franklin Park under consideration; 2018 = 9 total associations; 2017 = 7 total associations
93	Create neighborhood development plans for 3 official neighborhood associations	City Plan	1/1/2019	12/31/2020		0%	2018 = 2 association plans created
94	Continue neighborhood association grant program with city funds	City Plan	1/1/2017	Ongoing	CDBG funding	25%	2017 / 2018 = \$10,000 CDBG funding
95	Maintain neighborhood beat officer positions	Police	1/1/2016	Ongoing	State grant funding	100%	2019 = Funding secured
96	Organize annual spring clean-up event in partnership with Public Works	City Plan/Public Works	5/1/2018	6/30/2019		100%	May 2019 events
97	Continue north / south side neighborhood revitalization events	City Plan/Public Works	6/1/2017	Ongoing	City staff, community partners	40%	Rock the Block events
98	Continue to address street lighting issues in neighborhoods	City Plan/Police/ Public Works	1/1/2017	Ongoing	CDBG funding, community partners	50%	Annual Light the Night event, Alliant Energy funding, Public Works tree trimming program
99	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	Various	1/17/2017	Ongoing		50%	12 annual meetings
100	Develop analysis / management plan for blighted properties in key business corridors	City Plan	1/1/2020	12/31/2020		60%	2019 = Business owner survey complete in September 2019
101	Promote city's housing funding programs to qualified homeowners for improvements	City Plan	1/1/2017	Ongoing		50%	Communication via code enforcement orders / Lakeshore Landlord Association newsletter

2019 Action Items and Critical Measurements

<u>Neighborhood Revitalization - Action Items - continued</u>		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
102	Advance relationships with Lakeshore Landlord Association	City Plan	1/1/2017	Ongoing		20%	2019 = hosted Fair Housing Training, provided Code Enforcement program to Landlord Association, Representative attends monthly neighborhood revitalization meetings
<u>Neighborhood Revitalization – Critical Measurements</u>		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
103	Number of new neighborhood associations	City Plan/Police	1	2		50%	2019 = End Park in July; 2018 = 3 associations; 2017 = 2 associations
104	Number of housing loans issued	City Plan	0	10		0%	2018 = 8, 2017 = 7
105	Number of added affordable units	City Plan	20	50		40%	2018 = 2 (Habitat for Humanity), 2017 = 42 (Washington School)
106	Number of code enforcement orders issued	City Plan	363	1,000		36%	2018 = 866, 2017 = 1,234
107	Number of abandoned vehicles towed	Police	80	86		93%	2018 = 136, 2017 = 83
108	Number of garbage complaints investigated / cited	Police/City Plan	244	300		82%	2018 = 543, 2017 = 820

2019 Action Items and Critical Measurements

<u>Governing and Fiscal Management</u>							
<u>Governing and Fiscal Management - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
109	Reduce the number of legacy computer applications	Information Technology	1/1/2019	12/31/2020		5%	2019 = Identifying priority list
110	Enhance cybersecurity	Information Technology	6/1/2017	Ongoing		20%	2019 = Reviewing / addressing security audit issues
111	Support employee recognition team recommendations	Human Resources	7/1/2016	Ongoing	Employee Recognition Committee	100%	2019 = October 10 2nd annual event; 2018 = Inaugural Employee Recognition event
112	Develop a succession plan for all management positions	Human Resources	6/1/2018	12/31/2019	CVMIC resources	100%	2018 = 2nd planning workshop
113	Continue and enhance employee picnics, socials and special events	Mayor	7/1/2016	Ongoing		0%	2018 = Updated employee picnic
114	Continue quarterly employee newsletter	Mayor	7/1/2015	Ongoing		25%	Published 1 of 4 employee newsletters
115	Conduct a transit transportation development program for the next 5 years	Transit	11/1/2017	12/31/2019	Bay-Lake RPC	30%	2018 = Initial work commenced
116	Continue providing detailed budget documents to residents and submit to GFOA for review	City Admin/Finance	1/1/2019	1/29/2019		100%	2019 Budget submitted
117	Continue providing detailed audit documents to residents and submit to GFOA for review	City Admin/Finance	5/1/19	7/1/19		100%	2019 = CAFR / PAFR award submitted; 2018 = CAFR /PAFR award earned
<u>Governing and Fiscal Management – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
118	Number of legacy applications retired	Information Technology	3	3		100%	2019 = Retired Car Allowance, Building Contractor License, and Sign Fees programs
119	Number of SANS top 20 security measures implemented	Information Technology	3	7		43%	2019 = Identified / addressing 7 critical security controls
120	Number of MUNIS software modules implemented	Information Technology	26	26		100%	2019 = Salary/Benefit module implementation, 2018 = 25 modules implemented
121	Unassigned fund balance as a percentage of revenues	Finance	N/A	30%		N/A	2019 = TBD, 2018 = 52%, 2017 = 49%, 2016 = 58%
122	Moody's Investor Service bond rating for Sheboygan	Finance	Aa2	Aa2		100%	7/9/2019 rating confirmed

Strategic Plan
2019 Action Items and Critical Measurements

1/1/2019 to 6/30/2019

Blue denotes Benchmark achieved

<u>Communication</u>							
<u>Communication - Action Items</u>	<u>Assigned Department</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>	
123 Expand offering of Fire Department community events	Fire	1/1/2018	Ongoing		100%	2019 = Event planning complete	
124 Continue home fire safety programs for students grades Kindergarten through Fourth	Fire	1/1/2018	Ongoing	SASD	50%	Collaborative events with SASD	
125 Engage the community in Livable Sheboygan community initiative	Senior Services	1/1/2018	Ongoing	AARP	75%	2019 - Formulating work plan based on 2018 listening sessions	
126 Increase Livable Sheboygan community information on social media	Senior Services	1/1/2018	Ongoing	AARP	10%	2019 = Communication identified as Step 1 in Action Plan	
127 Continue monthly electronic community newsletter	Mayor	2/3/2017	Ongoing		50%	12 newsletters published annually	
128 Continue annual community survey	City Admin	6/1/2016	Ongoing	AARP	100%	2019 Community Survey completed November 2018 per AARP timeline	
129 Increase the number of community survey responses	City Admin	1/1/2019	Ongoing	AARP	100%	7% increase in survey responses	
130 Enable transparent government	City Admin	1/1/2019	Ongoing	ClearGov	50%	2019 = Updating financial information with developer to support comparative benchmarking efforts	
131 Enable citizen engagement	City Admin	1/1/2019	Ongoing		50%	Livable Sheboygan, Communication Task Force, Police Citizens Academy	
132 Develop internal communication plan that is shared with employees	Mayor	10/1/2018	12/31/2019	Community partners	50%	February 2019 - Communication Task Force formed	
<u>Communication – Critical Measurements</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>	
133 Number of followers on all city departments' Twitter accounts	City Plan/Police/Library	9,729	9,300		105%	Police = 5,320; MPL = 744; City = 3,200, WSCS=347	
134 Number of users on Nextdoor	City Plan	5,265	4,200		125%	2019 = 17% of 27,335 households in city	

Strategic Plan
2019 Action Items and Critical Measurements

1/1/2019 to 6/30/2019

Blue denotes Benchmark achieved

	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
<u>Communication – Critical Measurements - continued</u>						
135	Number of “likes” on all City’s Facebook accounts	City Plan/Police/ Transit/Water Utility/Cable/ Senior Activity Center	18,952	16,200	117%	Police = 11,307; MPL = 3,862; Transit = 1,193; SAC = 509; Parks = 471; WSCS = 387; WU = 272; City = 951
136	Number of PSA's produced by WSCS Cable TV	Information Technology	0	600	0%	PSA's under development
137	Number of televised Common Council and Committee of the Whole meetings	Information Technology	16	29	55%	2018 = 29, 2017 = 29
138	Number of appearances on Hmong radio station	Mayor	1	6	16%	2018 = 5, 2017 = 6
139	Number of Nixle contacts	Police	2,212	2,000	111%	
140	Number of followers on Mead Public Library Instagram	Library	525	450	117%	2018 = 459, 2017 = 189
141	Number of Livable Sheboygan - 2019 Community Survey responses	Senior Services	1,277	1,100	116%	2018 = 1,187
142	Number of programs / events addressing Livable Sheboygan for All initiative	Senior Services	0	6	0%	Livable Sheboygan Task Force outlining communication plan
143	Fire Department community events	Fire	27	18	150%	2019 = Quarter 1 Special Olympics, station tours, Life Safety award ceremony, Fire Safety speech - St. Peter Claver, James Madison PTO Family Night
144	Number of home fire safety programs for students grades Kindergarten through Fourth	Fire	0	170	0%	2019 = October Fire Prevention education
145	Number of students participating in fire safety programs	Fire	0	3,200	0%	2019 = October Fire Prevention education

Strategic Plan 2017 - 2021



Six Focus Areas

- 1. Quality of Life**
- 2. Infrastructure and Public Facilities**
- 3. Economic Development**
- 4. Neighborhood Revitalization**
- 5. Governing and Fiscal Management**
- 6. Communication**

Strategic Plan 2nd Quarter 2019



2019 Strategic Plan Action Items and Critical Measurements review

Please note the following information while reviewing the details

- ▶ **Some projects span multi-year time frames.**
- ▶ **Several items are postponed until 2020.**
- ▶ **Staff worked collaboratively with internal and external partners for support and improved collaboration.**
- ▶ **Staff leveraged all intergovernmental resources and other contributions to maximize savings and improve output.**
- ▶ **Staff utilized public feedback for improvements or modifications.**
- ▶ **Comparative benchmarking with other municipalities is used to ensure our efforts remain fiscally responsible.**

Strategic Plan 2nd Quarter 2019



Quality of Life

- ▶ **93% of fire response of 380 seconds – 103% (Line 16)**
- ▶ **6 High Visibility Education and Enforcement deployments – 85% (Line 23)**
- ▶ **706 pounds of prescription drugs collected – 58% (Line 24)**
- ▶ **7 joint projects with SASD – 117% (Line 25)**
- ▶ **9 Neighborhood Associations on the Mayor's Leadership Cabinet – 100% (Line 26)**

Strategic Plan 2nd Quarter 2019



Quality of Life

- ▶ **47 Neighborhood Association meetings - 67% (Line 27)**
- ▶ **3 Senior Services joint projects with community partners – 75% (Line 32)**
- ▶ **101,629 Mead Public Library internet sessions used by residents – 51% (Line 36)**
- ▶ **346,248 (Shoreline Metro) 58% and 16,721 (Metro Connection) 49% annual ridership – (Line 38)**

Strategic Plan 2nd Quarter 2019



Infrastructure and Public Facilities

- ▶ **City Hall renovation process – 95% (Line 49)**
- ▶ **Resurfacing of 3 city streets utilizing local, state and federal funding – 33% (Line 51)**
- ▶ **Sheboygan A's complex improvements – 100% (Line 55)**
- ▶ **526 street trees planted – 105% (Line 63)**

Strategic Plan 2nd Quarter 2019



Economic Development

- ▶ **\$271,170 of room tax generated (2019 Quarter 1) – 19% (Line 76)**
- ▶ **\$189,986,000 - valuation of property with Tax Incremental Districts – 127% (Line 77)**
- ▶ **\$188,064,300 – value of industrial property – 99% (Line 79)**
- ▶ **184 new residential units (construction commenced) – 230% (Line 86)**

Neighborhood Revitalization

- ▶ **Continue development of baseline data in targeted neighborhoods – 75% (Line 90)**
- ▶ **Organize annual spring clean-up event in partnership with Public Works - 100% (Line 96)**
- ▶ **Develop analysis / management plan for blighted properties in key business corridors – 60% (Line 100)**
- ▶ **336 Code enforcement orders issues – 36% (Line 106)**
- ▶ **244 Garbage complaints investigated / cited – 82% (Line 108)**

Strategic Plan 2nd Quarter 2019



Governing and Fiscal Management

- ▶ **2nd Annual Employee Recognition event scheduled October 10 – 100% (Line 111)**
- ▶ **3 legacy computer applications reduced – 100% (Line 118)**
- ▶ **MUNIS Salary and Benefit module implemented – 100% (Line 120)**
- ▶ **Aa2 Moody's Investor Service bond rating confirmed – 100% (Line 122)**

Strategic Plan 1st Quarter 2019



Communication

- ▶ **Continue steady increase in users of all city social media outlets – all over 100% (Line 133 – 135, 139 - 140)**
- ▶ **1,277 community survey responses, 16% above the benchmark of 1,100 responses (Line 141)**
- ▶ **27 Fire Department community events – 150% (Line 143)**

II

R. O. No. - 19 - 20. By BOARD OF CONTRACTORS EXAMINERS. August 19, 2019.

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

43491 Kevin K Davis Carpenter Contractor
 5311 Wagon Wheel Rd
 Manitowoc, WI 54220-4609

43874 Edvin S Hatleli Carpenter Contractor
 1128 Ashland Avenue
 Sheboygan, WI 53081-6315

43973 Daniel M Batt Carpenter Contractor
 2507 N 19th Street
 Sheboygan, WI 53083-4554

BOARD OF CONTRACTORS EXAMINERS

Consent.

II

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

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1077	Gesangverein Concordia	1130 N. 9 th Street - One day event to be held 10/19/2019 at the IC Activity Center 1130 N. 9 th Street including the gymnasium to include beer and wine.
3140	Sailing Education Assoc of Sheb.	1837 Superior Avenue- One day event to be held 09/20/19 to include beer and wine.
2134	Sheboygan United Way	2020 Erie Avenue - One day event to be held 09/12/19 at Fountain Park to include beer and wine.
1377	St Dominics Church	2133 N. 22 nd Street - Two day Event to be held 09/14/19 and 09/15/19 to include beer and wine.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2914	Deschane, Kaitlin E.	4423 Primrose Court Apt. T212
2907	Malmstadt, Thomas O.	735 W. Suhrke Road, Plymouth

Consent.

~~II~~

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. August 19, 2019.

Your Commission to whom was referred Res. No. 58-19-20 by Alderperson Bohren pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Lake Aire Subdivision No. 5, no preliminary plat having been submitted; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 13, 2019, and after due consideration, recommends adopting the Resolution.

Consent

City Plan Commission

III

4.1

Res. No. 58 - 19 - 20. By Alderperson Bohren. August 5, 2019.

A RESOLUTION pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Lake Aire Subdivision No. 5, no preliminary plat having been submitted.

RESOLVED: That pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan, the final plat of Lake Aire Subdivision No. 5, located partly in Outlot 6 of Lake Aire Addition No. 4 and in the NW¼ and SW¼ of the SW¼, of Section 15, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, is hereby approved.

BE IT FURTHER RESOLVED: That the approval of the aforementioned is conditioned upon compliance of the plat with the provisions of Chapter 236, Wis. Stats.; approval by the Department of Safety and Professional Services of a sanitary permit for a public sewer extension to the area covered by the plat; the rules of the Department of Transportation relating to provision for the safety of entrance upon and departure from the abutting state trunk highways or connecting highways, if any, and for the preservation of the public interest and investment in such highways; and the recording of the plat with the Register of Deeds for Sheboygan County, and the filing of two (2) true copies with the City Clerk.

James A. Bohren

*City Plan
adopt*

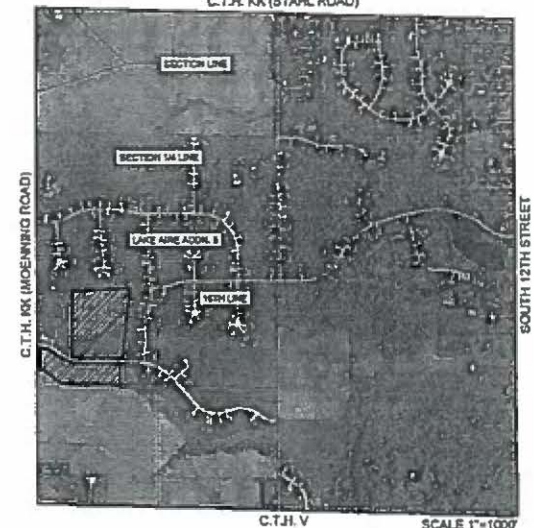
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

LAKE AIRE ADDITION NO. 5

LOCATED PARTLY IN OUTLOT 6 OF LAKE AIRE ADDN. 4 AND
 LOCATED IN THE NW 1/4 AND SW 1/4
 OF THE SW 1/4 ALL IN SECTION 15, T14N, R23E,
 TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN



PLAT LOCATION MAP

SECTION 15, T14N, R23E
 SHEBOYGAN COUNTY

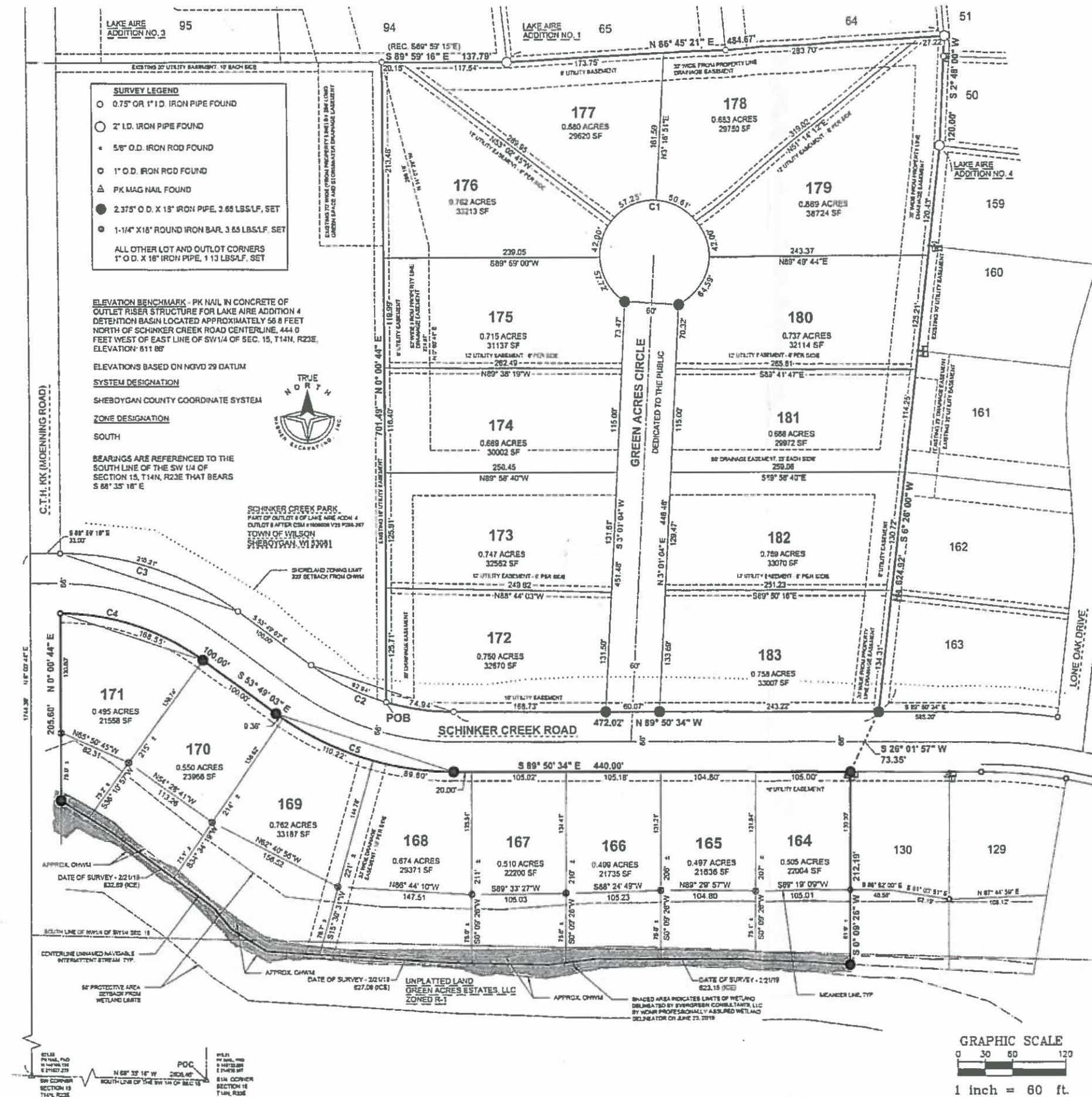
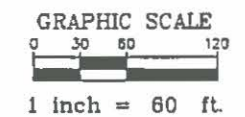
GENERAL NOTES

- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT AND ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND.
- ALL EASEMENTS DESCRIBED HEREIN ARE INTENDED FOR PUBLIC USE.
- ALL LENGTHS SHOWN ALONG CURVES REFER TO ARC LENGTHS.
- NO UTILITIES MAY BE PLACED WITHIN 1.00' OF ANY LOT CORNER, PROPERTY CORNER OR MEANDER CORNER.
- THE RIGHTS OF THE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF WILSON FOR USE WITHIN THE LAKE AIRE ADDITION UTILITY DISTRICT.
- LOTS 164-172 & 183 WILL REQUIRE A PERMIT FOR SHORELAND ZONING FROM THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT.
- USE OF THE AREAS OF LAND LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE NAVIGABLE STREAM AS SHOWN HEREON, ARE SUBJECT TO:
 WISCONSIN ADMINISTRATIVE CODE NR 151.245 FOR PROTECTIVE AREAS
 WISCONSIN ADMINISTRATIVE CODE NR 103 ACTIVITIES ALLOWED IN WETLANDS
 LOCAL SHORELAND ZONING ORDINANCES
- THE DETERMINATION OF NAVIGABILITY OF STREAMS SHOWN HEREON ARE PER: THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
- ALL INTERSECTIONS BETWEEN MEANDER LINE AND LOT LINES ARE GREATER THAN 20 FEET FROM THE APPROXIMATE ORDINARY HIGH WATER MARK (OHWM). APPROX. OHWM IS SHOWN FOR REFERENCE ONLY. ANY LAND BELOW THE OHWM OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- 1-1/4" ROUND IRON BARS TO BE PLACED ALONG MEANDER LINE AND ALL REMAINING UNMARKED LOT CORNERS UPON COMPLETION OF CONSTRUCTION AND GRADING WORK (SEE STAKING WAIVER).

CURVE	LOT	ROW	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT	
								IN	OUT
C1	171	ROW	314.17	60.00	60.00	N88°58'58.2"W	300°00'00"	N83°01'04"E	S56°58'56"E
	175	ROW	57.72	60.00	55.52	N29°25'31.5"W	55°00'50"		
	176	ROW	42.00	60.00	41.15	N18°11'08.5"E	40°00'26"		
	177	ROW	57.25	60.00	55.10	N65°34'21.5"E	54°40'04"		
	178	ROW	50.61	60.00	49.12	S62°55'42.2"E	48°18'49"		
	178	ROW	42.00	60.00	41.16	S18°42'38.9"E	40°06'16"		
	180	ROW	84.59	60.00	81.51	S32°10'46.8"W	61°40'34"		
C2	170	N ROW	167.88	267.00	185.13	S71°49'48.5"E	36°01'31"	S53°49'03"E	S69°50'34"E
	172	N ROW	74.84	267.00	74.70	N81°47'49.9"W	16°08'22"		
C3	171	N ROW	210.21	333.00	206.74	S71°54'10.0"E	36°10'13"	S89°59'16"E	S53°48'03"E
C4	171	S ROW	188.55	267.00	185.77	S71°54'10.0"E	36°10'13"	S89°59'16"E	S53°48'03"E
C5	168	S ROW	209.38	333.00	205.95	S71°49'48.5"E	36°01'31"	S53°49'03"E	S89°50'34"E
	168	ROW	89.80	333.00	89.83	S82°07'01.5"E	15°27'05"		
	169	ROW	110.22	333.00	109.71	S64°54'35.0"E	18°57'48"		
	170	ROW	9.38	333.00	9.38	S54°37'21.8"E	1°36'38"		

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified July 12th, 2019
 Remond Powers
 Department of Administration

Wagner EXCAVATING Inc.
 3437 PAINE AVENUE SHEBOYGAN, WI 53081
 (920) 458-9082 FAX (920) 458-0565
 REVISED 6/20/2019 SHEET 1 OF 2



- SURVEY LEGEND**
- 0.75" OR 1" I.D. IRON PIPE FOUND
 - 2" I.D. IRON PIPE FOUND
 - 5/8" O.D. IRON ROD FOUND
 - 1" O.D. IRON ROD FOUND
 - △ PK MAG NAIL FOUND
 - 2.375" O.D. X 18" IRON PIPE, 3.65 LBS/LF, SET
 - 1-1/4" X 18" ROUND IRON BAR, 3.65 LBS/LF, SET
- ALL OTHER LOT AND OUTLOT CORNERS
 1" O.D. X 18" IRON PIPE, 1 1/3 LBS/LF, SET

ELEVATION BENCHMARK - PK NAIL IN CONCRETE OF
 OUTLET RISER STRUCTURE FOR LAKE AIRE ADDITION 4
 DETENTION BASIN LOCATED APPROXIMATELY 58.8 FEET
 NORTH OF SCHINKER CREEK ROAD CENTERLINE, 444.0
 FEET WEST OF EAST LINE OF SW 1/4 OF SEC. 15, T14N, R23E.
 ELEVATION: 611.86'

ELEVATIONS BASED ON NGVD 29 DATUM

SYSTEM DESIGNATION
 SHEBOYGAN COUNTY COORDINATE SYSTEM

ZONE DESIGNATION
 SOUTH

BEARINGS ARE REFERENCED TO THE
 SOUTH LINE OF THE SW 1/4 OF
 SECTION 15, T14N, R23E THAT BEARS
 S 88° 35' 16" E



SCHINKER CREEK PARK
 PART OF OUTLOT 6 OF LAKE AIRE ADDN. 4
 OUTLOT 6 AFTER CASH FURNISH 1775 P236.207
 TOWN OF WILSON
 SHEBOYGAN, WI 53091

DATE OF SURVEY - 2/21/19
 DATE OF SURVEY - 2/21/19
 DATE OF SURVEY - 2/21/19

LAKE AIRE ADDITION NO. 5

LOCATED PARTLY IN OUTLOT 6 OF LAKE AIRE ADDN. 4 AND
LOCATED IN THE NW ¼ AND SW ¼
OF THE SW ¼ ALL IN SECTION 15, T14N, R23E,
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

(S. 236.21 (1))
SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH STATUTE

I, CRAIG RUSCH, REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF SHEBOYGAN COUNTY, AND UNDER THE DIRECTION OF OWNER, GREEN ACRES ESTATES LLC, I HAVE SURVEYED, DIVIDED, AND MAPPED LAKE AIRE ADDITION NO. 5 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS PARTLY LOCATED IN OUTLOT 6 OF LAKE AIRE ADDN. 4 (LATER DESCRIBED AS OUTLOT 7 BY GSN #1959208) AND IN THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SAID SEC. 15, T14N, R23E

THENCE N 83° 35' 18" W ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SEC. 15, 2509.48 FEET TO THE SW CORNER OF SEC. 15.

THENCE N 0° 00' 44" E ALONG THE WEST LINE OF THE SW 1/4 OF SAID SEC. 15, 1744.39 FEET.

THENCE S 89° 57' 10" E 33.00 FEET TO THE INTERSECTION POINT OF THE NORTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD AND EAST RIGHT-OF-WAY LINE OF COUNTY HIGHWAY KK.

THENCE 219.21 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 333.00 FEET AND A CHORD THAT BEARS S 71° 54' 10" E 208.74 FEET

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, S 63° 49' 03" E 100.00 FEET

THENCE CONTINUING 82.94 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 267.00 FEET AND A CHORD THAT BEARS S 83° 47' 34.5" E 92.47 FEET TO THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING N 0° 00' 44" E 701.49 FEET TO A POINT ON A SOUTHERLY LINE OF LAKE AIRE ADDITION NO. 3.

THENCE S 89° 57' 10" E (REC. S 89° 57' 15" E) ALONG SAID SOUTH LINE 137.70 FEET TO A SOUTHWESTERLY CORNER OF LAKE AIRE ADDITION NO. 1

THENCE N 86° 45' 21" E 484.67 FEET ALONG A SOUTHERLY LINE OF LAKE AIRE ADDITION NO. 1

THENCE S 2° 48' 00" W 123.00 FEET TO A NORTHWESTERLY CORNER OF LAKE AIRE ADDITION NO. 4

THENCE S 8° 26' 00" W 824.82 FEET ALONG A WESTERLY LINE OF LAKE AIRE ADDITION NO. 4 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD.

THENCE S 28° 01' 57" W 73.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD.

THENCE S 0° 09' 26" W 130.30 FEET ALONG A WESTERLY LINE OF LAKE AIRE ADDITION NO. 4 TO A MEANDER CORNER BEING N 0° 00' 26" E 81.90 FEET MORE OR LESS FROM THE CENTERLINE OF A NAVIGABLE STREAM.

THENCE THE FOLLOWING BEARINGS AND DISTANCES ON A MEANDER LINE ALONG SAID STREAM CENTERLINE:

S 80° 19' 08" W 105.01 FEET
N 89° 29' 57" W 104.80 FEET
S 89° 24' 42" W 105.23 FEET
S 89° 33' 37" W 105.03 FEET
N 89° 44' 10" W 147.51 FEET
N 82° 47' 50" W 156.52 FEET
N 54° 28' 41" W 113.26 FEET

N 85° 52' 45" W 82.31 FEET TO THE CLOSING MEANDER CORNER AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF C.T.H. KK SAID POINT BEING N 0° 00' 44" E 75.00 FEET MORE OR LESS FROM SAID STREAM CENTERLINE.

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N 0° 00' 44" E 130.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD.

THENCE 168.55 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 267.00 FEET AND A CHORD THAT BEARS S 71° 54' 10" E 163.77 FEET

THENCE S 53° 49' 03" E 100.00 FEET

THENCE 209.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 333.00 FEET AND A CHORD THAT BEARS S 71° 49' 48.5" E 205.93 FEET

THENCE S 89° 57' 34" E 440.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE.

THENCE N 28° 01' 57" E 73.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD

THENCE N 89° 57' 34" W 472.02 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE.

THENCE 74.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 257.00 FEET AND A CHORD THAT BEARS N 81° 47' 42.9" W 74.7 FEET TO THE POINT OF BEGINNING.

CONTAINING 819.471 SQUARE FEET MORE OR LESS (14.22 ACRES MORE OR LESS) OF LAND, INCLUDING THEREIN THAT PORTION LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF A NAVIGABLE STREAM, AND ALSO THEREIN BEING 37.883 SQUARE FEET DEDICATED TO THE TOWN OF WILSON FOR ROADWAY PURPOSES.

(1) THIS PLAT IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF IT

(2) THE SURVEYOR HAS FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING, AND MAPPING THE LAND.

DATED THIS 13TH DAY OF MAY, 2019

SIGNED: CRAIG A. RUSCH, PROFESSIONAL SURVEYOR S-2274

(S. 236.21 (2))
OWNER'S CERTIFICATE

(1) GREEN ACRES ESTATES, LLC, A COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN;

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

DEPARTMENT OF ADMINISTRATION, SHEBOYGAN COUNTY PLANNING AND RESOURCE DEPARTMENT, TOWN OF WILSON, CITY OF SHEBOYGAN

S. 706.07 (8)
STATE OF _____

COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON THIS _____ DAY OF _____, 20____

WITNESS _____ MEMBER _____

PRINT NAME _____ PRINT NAME _____

WITNESS _____ MEMBER _____

PRINT NAME _____ PRINT NAME _____

(NOTARY SEAL)

_____, NOTARY PUBLIC

PRINT NAME _____

MY COMMISSION EXPIRES _____
MY COMMISSION IS PERMANENT

OWNER
GREEN ACRES ESTATES, LLC
14407 NORTH SHORE DR.
VALDERS, WI 54245
(920) 458-9082

DEVELOPER
WAGNER EXCAVATING, INC.
3437 PAINE AVENUE
SHEBOYGAN, WISCONSIN 53081
(920) 458-9082

SURVEYOR
CRAIG A. RUSCH, NO. S-2274
WAGNER EXCAVATING, INC.
3437 PAINE AVENUE
SHEBOYGAN, WISCONSIN 53081

APPROVING AUTHORITIES
• TOWN OF WILSON
• CITY OF SHEBOYGAN DEVELOPMENT & PLANNING DEPT.
• SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPT.
• WISCONSIN DOA - PLAT REVIEW PROGRAM

UTILITY COMPANIES
• AT&T DISTRIBUTION SBC - TELEPHONE AND DATA
• CHARTER COMMUNICATIONS - TELEVISION AND DATA
• ALLIANT ENERGY CORP - ELECTRIC
• WISCONSIN PUBLIC SERVICE - NATURAL GAS

(S. 236.21 (3))
CERTIFICATE OF TAXES PAID, CLERK OR TREASURER OF TOWN

I DO HEREBY CERTIFY THAT:

IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE MUNICIPALITY OF TOWN TREASURER, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS PLOT.

_____, (DATE)

CLERK OR TREASURER OF TOWN OF WILSON PRINT NAME _____

(S. 236.21 (3))
CERTIFICATE OF TAXES PAID, TREASURER OF COUNTY
IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE COUNTY TREASURER, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS PLOT.

_____, (DATE)

TREASURER OF SHEBOYGAN COUNTY PRINT NAME _____

COMMON COUNCIL RESOLUTION
RESOLVED, THAT THE PLAT OF LAKE AIRE ADDITION NO. 5, LOCATED IN THE TOWN OF WILSON, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN.

_____, (DATE)

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN.

_____, PRINT NAME _____

COUNTY PLANNING CERTIFICATE
REVIEWED AND APPROVED THE SHEBOYGAN COUNTY PLANNING AND RESOURCES DEPARTMENT

_____, (DATE)

_____, PRINT NAME _____

TOWN BOARD RESOLUTION
RESOLVED, THAT THE PLAT OF LAKE AIRE ADDITION NO. 5, A SUBDIVISION IN THE TOWN OF WILSON, GREEN ACRES ESTATES LLC, OWNER, IS HEREBY APPROVED BY THE TOWN BOARD.

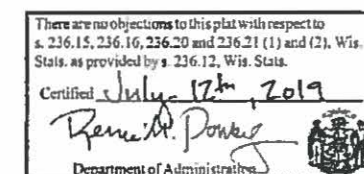
_____, (DATE)

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF WILSON AND THAT ALL CONDITIONS FOR APPROVAL HAVE BEEN MET AS OF THE

_____, (DATE)

THEREFORE, THIS PLAT IS APPROVED.

_____, PRINT NAME _____



II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. August 19, 2019.

Your Commission to whom was referred Gen. Ord. No. 13-19-20 by Alderperson Phillips and R. O. No. 52-19-20 by City Clerk submitting a communication from David Gass, Rohde Dales LLP, on behalf of Office Service Company, LLP, requesting an encroachment upon the Niagara Avenue right-of-way located at 1320 Niagara Avenue (Parcel No. 52981500120) for the purpose of a canopy that hangs over the Niagara Avenue right-of-way; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 13, 2019, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

Consent

City Plan Commission

~~X~~

b.1

Gen. Ord. No. 13- 19 - 20. By Alderperson Phillips. August 5, 2019.

AN ORDINANCE granting Office Service Company, LLP, its successors and assigns, the privilege of encroaching upon described portions of Niagara Avenue right-of-way located at 1320 Niagara Avenue (Parcel No. 59281500120) in the City of Sheboygan for the purpose of a canopy that hangs over the Niagara Avenue right-of-way.

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

Section 1. Subject to the terms and conditions contained herein, Office Service Company, LLP, its successors and assigns, is hereby granted the privilege of encroaching upon described portion of Niagara Avenue right-of-way, located at 1320 Niagara Avenue (Parcel No. 59281500120) in the City of Sheboygan as follows:

A PART OF NIAGARA AVENUE RIGHT OF WAY DIRECTLY ADJACENT TO LOT 15, 16 AND THE WEST 40 FEET OF LOT 14, BLOCK 111, ORIGINAL PLAT, LOCATED IN THE SE 14 OF THE NE 1/4, SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. COMMENCING AT THE EAST 14 CORNER OF SAID SECTION 22, THENCE N 00° 01' 00" E, 109.09 FEET ALONG THE EAST LINE OF SAID NE 14; THENCE N 81° 31' 39" W, 677.38 FEET ALONG THE NORTH RIGHT OF WAY LINE OF NIAGARA AVENUE; THENCE N 81° 31' 39" W, 10.27 FEET TO THE EXTERIOR FACE OF THE EXISTING EAST WALL OF THE BUILDING AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCES 08° 15' 52" W, 0.11 FEET; THENCE N 81° 44' 05" W, 62.21 FEET; THENCE S 08° 15' 52" W, 5.00 FEET; THENCE N 81° 44' 05" W, 9.50 FEET; THENCE N 08° 15' 52" E, 5.00 FEET; THENCE N 81° 44' 05" W, 33.63 FEET; THENCE N 08° 15' 52" E, 0.49 FEET; THENCE S 81° 31' 39" E, 105.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION FOR THE ENCROACHMENT AREA DESCRIBED CONTAINS 0.002 ACRES (79.076 SQUARE FEET) OF LAND, MORE OR LESS.

for the purpose of a canopy that hangs over the Niagara Avenue right-of-way, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Office Service Company, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of

City Plan
adapt.

Sheboygan; in the event of the failure so to remove, the said Office Service Company, LLP, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Office Service Company, LLP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



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

June 11, 2019

HAND DELIVERED TO CITY CLERK

David O. Gass

K. Allan Voss

Anthony J. Resimius

Ryan J. Zinkel

Kyle G. Borkenhagen

Stephanie E. Malis

Lili Clare Behm

R. T. Melzer

William P. Te Winkle

Eldon L. Bohrofen

Mayor Michael J. Vandersteen
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

Common Council
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

*Re: Office Service Company, LLP
Request for Encroachment
Central Tool House – Canopy Overhang on Niagara Ave.
1320 Niagara Ave. (Parcel No. 59281500120)*

Dear Mayor Vandersteen and Members of the Common Council:

On behalf of Office Service Company, LLP (the “Developer”), I submit this letter as the Developer’s request for the granting of permission to encroach upon the Niagara Avenue right-of-way for purposes of a canopy that hangs over the Niagara Avenue right-of-way. As you are aware, the Developer and the City of Sheboygan have agreed upon a Contract For Sale of Land For Private Development (the “Agreement”). The property referenced above requiring the encroachment is adjacent to the property being purchased by the Developer, from the City of Sheboygan, and is part of the Development Project referenced in that Agreement. The canopy that overhangs into the Niagara Avenue right-of-way is an improvement on the property and will not in any way disrupt traffic in the Niagara Avenue right-of-way. Included with this correspondence are the following, shown on Exhibit A:

- a. Survey showing Encroachment Area
- b. Legal Description of Encroachment Area

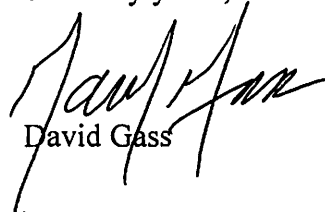
909 N. 8th St.
Ste. 100
Sheboygan, WI
53081

We have given copies of the enclosed to City Development and the City Engineer. Please notify us of the date of the Plan Commission meeting to consider this request.

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

DG/sjb
Enclosure

Sincerely yours,


David Gass

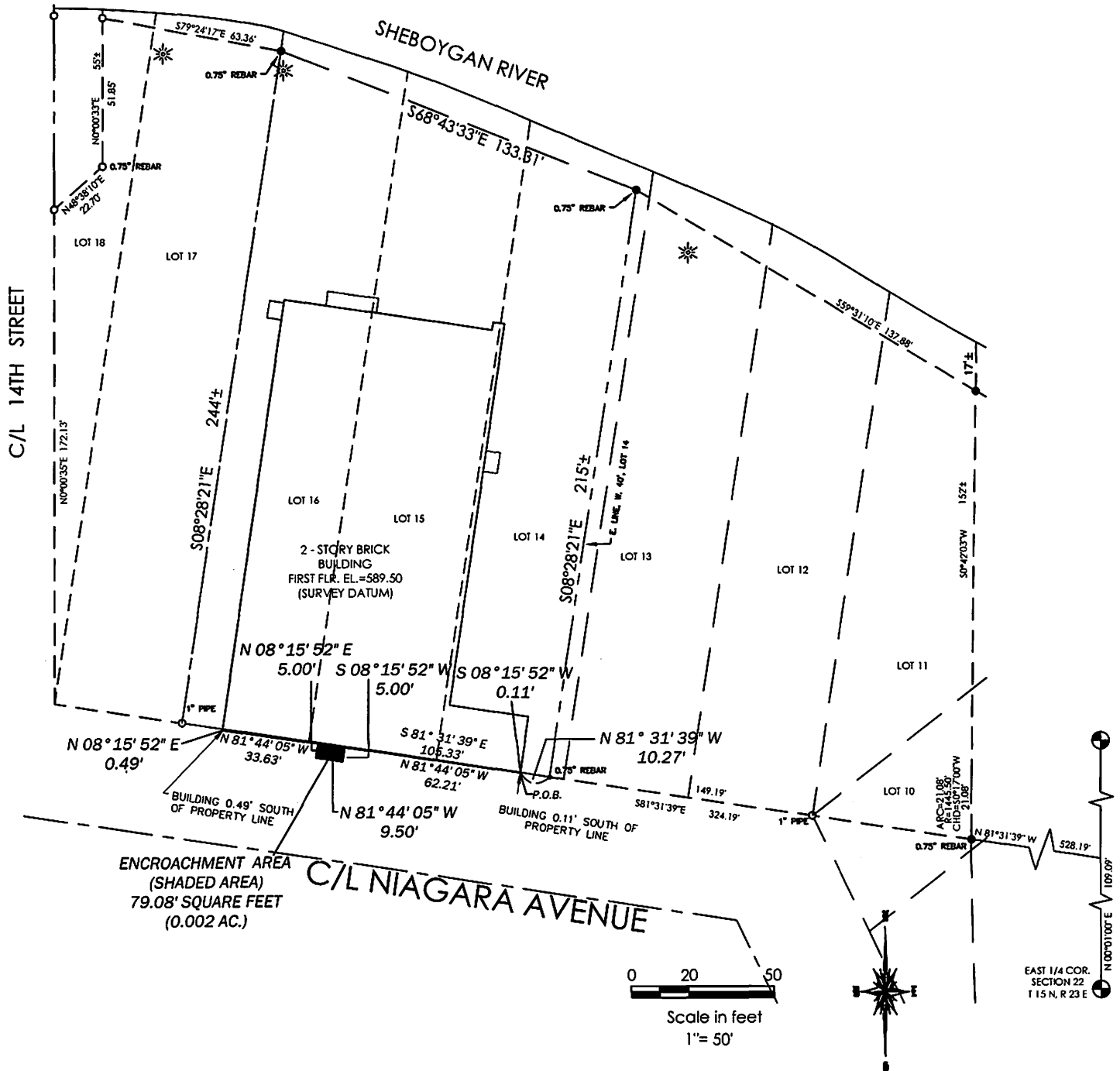
Encroachment Map - Exhibit A

for 1320 Niagara Avenue

A part of Niagara Avenue Right of Way directly adjacent to Lot 15, 16 and the West 40 feet of Lot 14, Block 111,
Original Plat, located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 22, Township 15 North, Range 23 East,
City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the East $\frac{1}{4}$ corner of said Section 22, thence N 00° 01' 00" E, 109.09 feet along the East line of said NE $\frac{1}{4}$;
thence N 81° 31' 39" W, 677.38 feet along the north Right of Way line of Niagara Avenue; thence N 81° 31' 39" W, 10.27 feet
to the exterior face of the existing east wall of the building and the Point of Beginning for this description; thence
S 08° 15' 52" W, 0.11 feet; thence N 81° 44' 05" W, 62.21 feet; thence S 08° 15' 52" W, 5.00 feet; thence N 81° 44' 05" W, 9.50 feet;
thence N 08° 15' 52" E, 5.00 feet; thence N 81° 44' 05" W, 33.63 feet; thence N 08° 15' 52" E, 0.49 feet; thence S 81° 31' 39" E,
105.33 feet to the Point of Beginning.

The above description for the encroachment area described contains 0.002 acres (79.076 square feet) of land, more or less.



II

3.1

R. O. No. 52 - 19 - 20. By CITY CLERK. August 5, 2019.

Submitting a communication from David Gass, Rohde Dales LLP, on behalf of Office Service Company, LLP, requesting an encroachment upon the Niagara Avenue right-of-way located at 1320 Niagara Avenue (Parcel No. 52981500120) for the purpose of a canopy that hangs over the Niagara Avenue right-of-way.

*City Plan
rec-file*

CITY CLERK

June 11, 2019

HAND DELIVERED TO CITY CLERK

David O. Gass

K. Allan Voss

Anthony J. Resimius

Ryan J. Zinkel

Kyle G. Borkenhagen

Stephanie E. Malis

Lili Clare Behm

R. T. Melzer

William P. Te Winkle

Eldon L. Bohrofen

Mayor Michael J. Vandersteen
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

Common Council
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

*Re: Office Service Company, LLP
Request for Encroachment
Central Tool House – Canopy Overhang on Niagara Ave.
1320 Niagara Ave. (Parcel No. 59281500120)*

Dear Mayor Vandersteen and Members of the Common Council:

On behalf of Office Service Company, LLP (the “Developer”), I submit this letter as the Developer’s request for the granting of permission to encroach upon the Niagara Avenue right-of-way for purposes of a canopy that hangs over the Niagara Avenue right-of-way. As you are aware, the Developer and the City of Sheboygan have agreed upon a Contract For Sale of Land For Private Development (the “Agreement”). The property referenced above requiring the encroachment is adjacent to the property being purchased by the Developer, from the City of Sheboygan, and is part of the Development Project referenced in that Agreement. The canopy that overhangs into the Niagara Avenue right-of-way is an improvement on the property and will not in any way disrupt traffic in the Niagara Avenue right-of-way. Included with this correspondence are the following, shown on Exhibit A:

- a. Survey showing Encroachment Area
- b. Legal Description of Encroachment Area

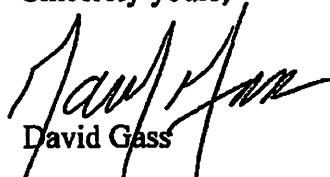
909 N. 8th St.
Ste. 100
Sheboygan, WI
53081

We have given copies of the enclosed to City Development and the City Engineer. Please notify us of the date of the Plan Commission meeting to consider this request.

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

DG/sjb
Enclosure

Sincerely yours,


David Gass

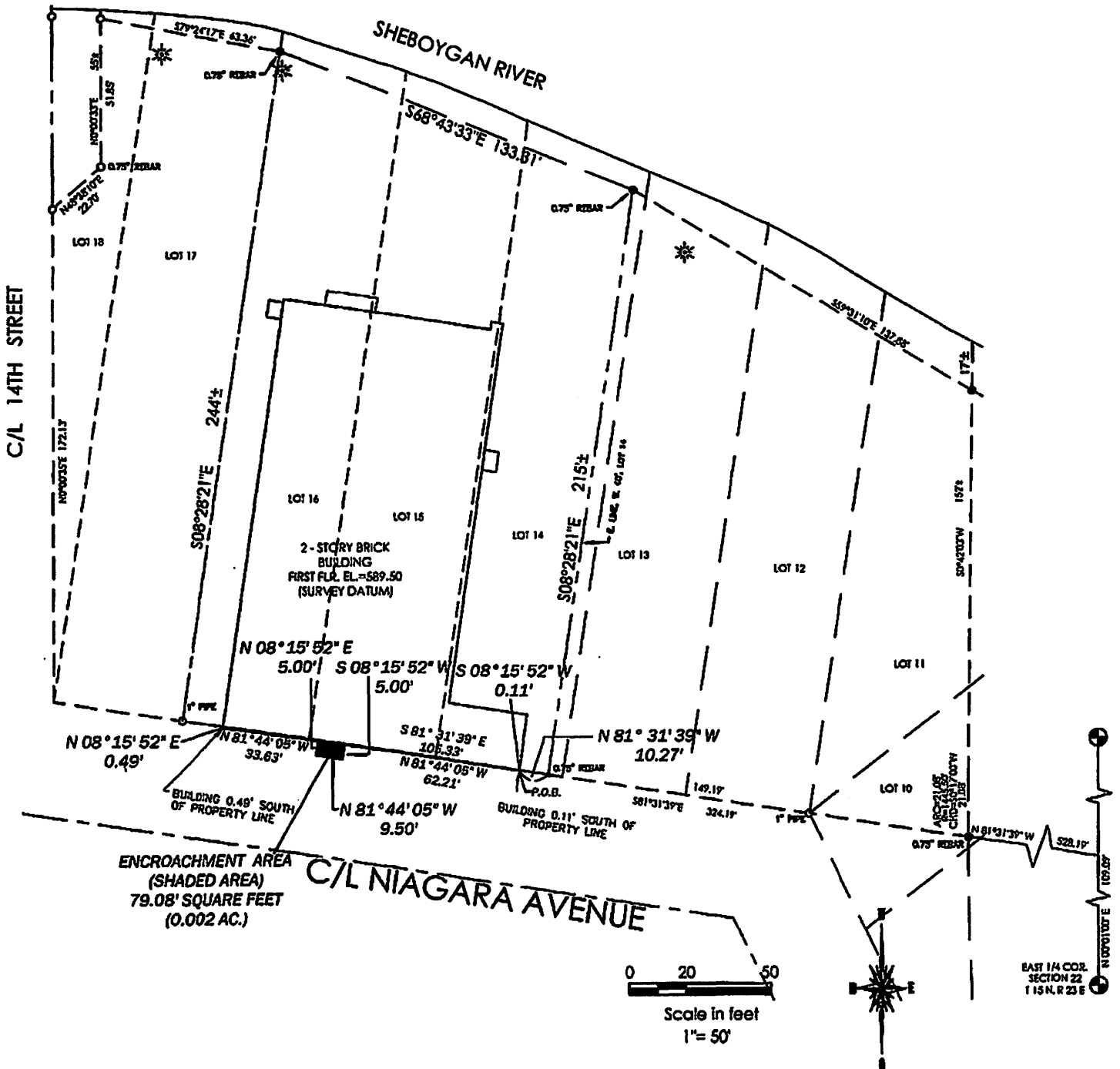
Encroachment Map - Exhibit A

for 1320 Niagara Avenue

A part of Niagara Avenue Right of Way directly adjacent to Lot 15, 16 and the West 40 feet of Lot 14, Block 111.
Original Plat, located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 22, Township 15 North, Range 23 East,
City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the East $\frac{1}{4}$ corner of said Section 22, thence N 00° 01' 00" E, 109.09 feet along the East line of said NE $\frac{1}{4}$; thence N 81° 31' 39" W, 677.38 feet along the north Right of Way line of Niagara Avenue; thence N 81° 31' 39" W, 10.27 feet to the exterior face of the existing east wall of the building and the Point of Beginning for this description; thence S 08° 15' 52" W, 0.11 feet; thence N 81° 44' 05" W, 62.21 feet; thence S 08° 15' 52" W, 5.00 feet; thence N 81° 44' 05" W, 9.50 feet; thence N 08° 15' 52" E, 5.00 feet; thence N 81° 44' 05" W, 33.63 feet; thence N 08° 15' 52" E, 0.49 feet; thence S 81° 31' 39" E, 105.33 feet to the Point of Beginning.

The above description for the encroachment area described contains 0.002 acres (79.076 square feet) of land, more or less.



VI

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

Your Committee to whom was referred R. C. No. 348-18-19 by Licensing, Hearings, and Public Safety Committee and R. O. No. 168-18-19 by City Clerk submitting various license applications; recommends granting the license:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2489	Adams, Angelica M.	3515 N. 10 th Street Apt. 421

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

VI

5.44

R. C. No. 348 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 15, 2019.

Your Committee to whom was referred R. O. No. 168-18-19 by City Clerk submitting various license applications; recommends referring to the Licensing, Hearings, and Public Safety Committee of the new council:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	2489 Adams, Angelica M.	3515 N. 10 th Street Apt. 421

LHP
2019/2020
Grant #2489

Jan Susan
Beth A Kosobek

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

Omer Matters

8.2

R. O. No. 168 - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3363	Pinky's	2123 N. 15 th Street
3261	Two Amigos Restaurant	1119 Michigan Avenue

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2489	Adams, Angelica M.	3515 N. 10 th Street Apt. 421
2472	Backus, Holden J.	523 Pine Street, Sheboygan Falls
2491	Beam, Christy L.	244 Center Avenue Apt. 4
2495	Boeldt, Adam V.	615 E. Washington Ave, Cleveland
2471	Chavez, Edwin G.	1719 N. 12 th Street
1564	Derrick, Ricci L.	1932 N. 10 th Street
9644	Gischia, Carlo J.	1916 Martin Avenue
7004	Halada, Kimberly A.	2318 S. 16 th Street
1621	Hameister, Brian L.	1202 Michigan Avenue Apt. #2
2484	Hatleli, Lonnie A.	1507 S. 8 th Street
2481	Hernandez, Christina M.	2705 Wollmer Street, Manitowoc
2478	Higgins, Destin M.	2209 N. 29 th Street
2490	Jackson, Juwaun M.	918 Georgia Avenue
0706	Johnson, Marqueeta S.	1048 Weeden Creek Road
2391	Lawrence, Michelle L.	722 Wilson Avenue
2476	Mahoney, Karen M.	420 Vanburen Road, Howards Grove
2475	Maizonet, Susan L	929 S. 14 th Street
2485	Mindock, Ethan C.	1703 North Avenue
2122	Mueller, Alexandra A.	1516 Maryland Avenue
2483	Neill, Ladonna J.	2711 S. 8 th Street
7161	Redinger, Jessica M.	46 Winnebago Place
6552	Ross, Stacey M.	2630 N. 19 th Street
2493	Solano-Lara, Chase A.	1909 Martin Avenue
2479	Thompson, Malikah Y.	1018 N. 11 th Street
2469	Warner, Cassandra K.	1213A S. 8 th Street
2494	Xiong, Pa Nong	1715 Ontario Avenue

[Handwritten initials] 11-14 Hold #2489(Adams) #0706(Johnson) #6552(Ross) #2490(Jackson)
 11-29 Hold #2489(Adams) #0706(Johnson) #6552(Ross) Deny-#2490(Jackson)
 12-12 Hold #2489(Adams) #0706(Johnson) #6552(Ross)
 1-16-19 Deny #6552(Ross) Grant #0706

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3567	Diener, Kelly J.	3526 N. 34 th Street
2474	Neuman, Vivian V.	2201 Erie Avenue Apt. A102

VI

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

Your Committee to whom was referred R. O. No. 24-19-20 by City Clerk submitting various license applications; recommends accepting the request for withdrawl of "Class B" Liquor License application No. 2301 (MoJo's) and filing the application.

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

7.2

R. O. No. 24 - 19 - 20. By CITY CLERK. May 20, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, June 30, 2020 and June 30, 2021.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3087	Santana's Place	1019 Erie Avenue - Two day event to be held 07/04/19-07/05/19 to include current premise description plus parking lot east of building inside temporary tent.

CHANGE OF PREMISE (PERMANENT)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Drive - current premises description to include dedicated parking stalls on north side of building for online grocery pick up.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3279	Citgo 1	610 S. 14 th Street
3147	CVS Pharmacy #10549	1108 N. 14 th Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2763	Kwik Trip #897	2033 North Avenue
2920	Kwik Trip #873	625 S. Taylor Drive
3382	Meijer Gas Station	902 N. Taylor Drive
3364	Minit Mart #1A	1508 S. 8 th Street
3365	Minit Mart #2A	2235 North Avenue
3366	Minit Mart #3A	2420 Calumet Drive
3367	Minit Mart #4A	3715 Washington Avenue
3368	Minit Mart #5A	3626 S. Taylor Drive

RAPS

5-29-19

Hold COP #3087 (class B) #3245

6-12-19

Continue to hold:

#3087 (COP + class B), #2301, #2976, #2135, #3162, #2193

6-26-19

Hold

Grant

Grant

Contract

#2301 2976+2193 3087+2135, 3162

8-14-19 → grant
7-24-19 #2301
Hold #2301

Also hold: 3382, 3381, 3402, 2301, 2976, 1303, 2135, 3162, 1419, 2193, 2029

3369 Minit Mart #6A	1230 N. Taylor Drive
3370 Minit Mart #7A	1211 Weeden Creek Road
3371 Minit Mart #8A	1006 Geele Avenue
1253 Petro Center #1	1208 Union Avenue
1254 Petro Center #4	2113 S. Business Drive
3287 Sheboygan Minimart LLC	1030 S. 14 th Street

"CLASS A" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi	919 S. Taylor Drive
3245	Festival Foods	595 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12 th Street
3381	Meijer Store #305	924 N. Taylor Drive
3132	Pick 'N Save #432	1317 N. 25 th Street
2820	Superior Discount Liquor	823 S. 8 th Street

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 th Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3402	1138 LLC	1138 Union Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3402	1138 LLC	1138 Union Avenue
2982	Applebee's Neighborhood Grill	526 S. Taylor Drive
3146	Bumps Grill Tavern	2528 N. 22 nd Street
1833	Champs Sports Bar	1501 Indiana Avenue
3092	CJ's Shipwrecked	902 Indiana Avenue
2487	Frankies Pub & Grill	2218 Indiana Avenue
2949	Harrys Prohibition Bistro	668 South Pier Drive
2807	Knights of Columbus	833 Center Avenue
1199	Lakeshore Lanes	2519 S. Business Drive
2685	Lino Ristorante Italiano	422 South Pier Drive
1226	Meyers Lakeview Pub	2925 Lakeshore Drive

3335 Mi Ranchito I	1235 Indiana Avenue
2301 Mojo	1235 Pennsylvania Avenue
2976 My Place Bar & Grill	1515 New Jersey Avenue
3066 N Z's Bar & Grill	1022 Michigan Avenue
3217 Parker Johns BBQ & Pizza	705 Riverfront Drive
2272 PJ's Party Zone	910 N. 18 th Street
1267 Poor Richards	1105 Geele Avenue
3001 Ranieri's Four of a Kind	811 Indiana Avenue
1288 Riverview Club	626 N. 15 th Street
1303 Rupp's Downtown	925 N. 8 th Street
2135 Sandee's Cool Runnings	1202 Michigan Avenue
3087 Santanas Place	1019 Erie Avenue
1925 Screammers	2201 N. 15 th Street
1229 Sheboygan Moose Lodge #438	1811 Georgia Avenue
1360 Slys Midtown Saloon	508 N. 8 th Street
3162 Sundance Saloon	1509 S. 12 th Street
3186 Suscha Bar	1054 Pennsylvania Avenue
2943 Superior Bar & Grill LLC	2607 Superior Avenue
3178 Tasty Sheboygan	1423 Union Avenue
2020 Terrys	1028 Lincoln Avenue
2245 Thai Café Restaurant	1227 N. 14 th Street
3182 The Blue Lite I	1029 N. 8 th Street
1419 The Bunker	1138 Union Avenue
1752 The End Zone	904 Indiana Avenue
2193 The Kaddyshack	1502 S. 13 th Street
2427 Urbane	1231 N. 8 th Street
3119 VibeZ Bar	2513 S. 8 th Street
2029 Weill Center	826 N. 8 th Street

"CLASS C" WINE LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive

TOBACCO LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar Stores #25587	2821 N. 15 th Street
3387	Sheboygan Vapor	3116 S. Business Drive
2895	Superior Discount Liquor	823 S. 8 th Street
1392	Suscha News, LLC	1117 N. 8 th Street

VI

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

Your Committee to whom was referred R. O. No. 53-19-20 by City Clerk submitting an Amended Summons and Notice of Object of Action in the matter of Wisconsin Bank & Trust v. Scott M. Matula et al; recommends receiving the R. O. and filing the document.

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

3.2

R. O. No. 53 - 19 - 20. By CITY CLERK. August 5, 2019.

Submitting an Amended Summons and Notice of Object of Action in the matter of Wisconsin Bank & Trust v. Scott M. Matula et al.

CITY CLERK

*Finance & Personnel
recfile*

FILED
07-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000029

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH I

SHEBOYGAN COUNTY

WISCONSIN BANK & TRUST,
f/k/a COMMUNITY BANK & TRUST,
604 NORTH 8TH STREET,
SHEBOYGAN, WI 53081

FORECLOSURE - 30404
MONEY JUDGMENT - 30301
AMOUNT OVER - \$10,000

Plaintiff,

-vs-

Case No. 19 CV 0029

SCOTT M. MATULA
1416 NORTH 5TH STREET
SHEBOYGAN, WI 53081,

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081,

JOHN R. SCHWARZ, JR.
477 DUNLAY STREET
WOOD DALE, IL 60191,
Defendants.

-and-

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,
Added Defendant.

Process Server *PAH*
Date 7/22/19 Time: 1:55 am/pm
 Personal Substitute
 Posted Corporate

AMENDED SUMMONS

THE STATE OF WISCONSIN TO:

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081

You are hereby notified that the plaintiff, Wisconsin Bank & Trust, formerly known as Community Bank & Trust, has filed a lawsuit or other legal action against you. The Notice of Object of Action, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Amended Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Notice of Object of Action. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North Sixth Street, Sheboygan, Wisconsin 53081, and to Holden & Hahn, S.C., plaintiff's attorneys, whose address is 903 North Sixth Street, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

Dated at Sheboygan, Wisconsin this 18th day of July, 2019.

HOLDEN & HAHN, S.C.

Electronically signed by: Richard Hahn

Attorney for Plaintiff
State Bar No.: 1019020
903 North Sixth Street
Sheboygan, WI 53081
Telephone No.: (920) 458-0707
Facsimile No.: (920) 458-4359
Email: consult@holdenandhahn.com

FILED
07-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000029

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH I

SHEBOYGAN COUNTY

WISCONSIN BANK & TRUST,
f/k/a COMMUNITY BANK & TRUST,
604 NORTH 8TH STREET,
SHEBOYGAN, WI 53081

Plaintiff,

-vs-

FORECLOSURE - 30404
MONEY JUDGMENT - 30301
AMOUNT OVER - \$10,000

Case No. 19 CV 0029

SCOTT M. MATULA
1416 NORTH 5TH STREET
SHEBOYGAN, WI 53081,

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081,

JOHN R. SCHWARZ, JR.
477 DUNLAY STREET
WOOD DALE, IL 60191,
Defendants.

-and-

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,
Added Defendant.

NOTICE OF OBJECT OF ACTION

THE STATE OF WISCONSIN TO:

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081

YOU ARE HEREBY NOTIFIED:

1. That an action has been commenced and is now pending in the above-named Court, in favor of the above-named plaintiff, Wisconsin Bank & Trust, formerly known as Community Bank & Trust, and against the above-named defendants.

2. That one of the objects of said action is to foreclose a Commercial Real Estate Mortgage bearing date of November 4, 2008 and having been recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on November 19, 2008 at 2:57 p.m. as Document Number 1864831, and to foreclose a Mortgage bearing date of December 12, 2005 and having been recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on December 14, 2005 at 9:25 a.m. as Document Number 1785067.

3. The real estate subject to this foreclosure lawsuit is described as follows:

The East 50 feet of Lot Three (3), Block Two Hundred Eighty-eight (288), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel No.: 59281302920

Property Address: 715/715A Alabama Avenue, Sheboygan, WI 53081

AND

The West 30 feet of the South One-Half (S1/2) of Lot 12 in Block 250 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel No.: 59281 506760

Property Address: 1606 Indiana Avenue, Sheboygan, WI 53081

4. It has been discovered that the City of Sheboygan and Mylinda R. Barisas may have some interest in and to the subject real estate, which is referenced in the Letter Reports attached hereto and marked as Exhibits 1 and 2, but that said interest in and to the real estate, which is the subject of this foreclosure action, is subordinate to the plaintiff's Mortgages and shall be foreclosed by this lawsuit.

5. That no personal claim is being made against you.

6. That upon request, and within the time limits fixed within the Amended Summons, a copy of the Complaint will be served upon you.

Dated at Sheboygan, Wisconsin this 18th day of July, 2019.

HOLDEN & HAHN, S.C.

Electronically signed by: Richard Hahn

Attorney for Plaintiff

State Bar ID No. 1019020

903 North Sixth Street

Sheboygan, WI 53081

Telephone No.: (920) 458-0707

Facsimile No.: (920) 458-4359

Email: consult@holdenandhahn.com

CORRECTED LETTER REPORT**File Number:** PR-614326**Property Address:** 1606 Indiana Avenue, Sheboygan, WI 53081**Tax Key Number:** 59281506760**Prepared For:** Holden & Hahn, S.C., 903 North 6th Street, Sheboygan, WI 53081-Richard Hahn**Subsequent to** December 14, 2005 at 9:25 AM**Property Description:**

The West 30 feet of the South One-half (S1/2) of Lot 12 in Block 250 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Current Owner:

Scott M. Matula

Open Mortgages since last conveyance of record:

A Mortgage executed by Scott M. Matula and Mylinda R. Barisas Matula, husband and wife, to Community Bank & Trust, dated December 12, 2005 and recorded on December 14, 2005 as Document No 1785067, securing a principal sum of \$64,900.00. Said Mortgage was modified by a Loan Modification Agreement dated November 7, 2008 and recorded on March 3, 2009 as Document No. 1871659. Said Mortgage was further modified by a Loan Modification Agreement dated November 27, 2009 and recorded on December 14, 2009 as Document No. 1892720.

Notice of Lis Pendens as it relates to Wisconsin Bank & Trust f/k/a Community Bank & Trust vs. Scott M. Matula, et al, Sheboygan County Circuit Court Case Number 2019CV000029, dated January 14, 2019 and filed on January 15, 2019 at 9:43 AM as Document Number 2067873.

Judgments, Tax Warrants, or Federal Tax Liens on the names or similar names of the parties receiving the property in the last conveyance of record:

Judgment executed against Scott Matula (1416 North Fifth Avenue, Sheboygan, WI 53081) in favor of Mylinda Rose Barisas, Sheboygan County Circuit Court Case Number 2013FA000656, entered May 7, 2018 and docketed May 17, 2018 at 1:03 PM in the principal sum of \$8,889.53.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000075, entered June 27, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000076, entered January 4, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$250.00.



Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000077, entered October 18, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000078, entered October 18, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000079, entered February 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000080, entered February 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000081, entered March 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.

Taxes:

Real Estate Taxes for the year 2018 in the principal amount of \$1,939.74, which are due a payable.

Real Estate Taxes for the year 2017 in the principal amount of \$2,041.24, which were being paid in installments with a principal balance of \$1,850.75, plus penalties and interest, which are past due and delinquent.

Real Estate Taxes for the year 2016 in the principal amount of \$1,877.89, plus penalties and interest which are past due and delinquent.

Real Estate Taxes for the year 2015 in the principal amount of \$1,303.89, plus penalties and interest, which are past due and delinquent.

Effective Date:

January 25, 2019 at 8:00 AM

By: Harmon D. Gordon

Falls Title, LLC
614 Broadway Street
Sheboygan Falls, WI 53085

NOTE: The above signed hereby certifies that the report is compiled from the public records of the county in which the Property described herein is located. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance. Attention is called to the fact that this Letter Report is only a check of mortgage and liens of record. No check of the records has been made prior to the date of the last conveyance shown above. This report is limited by its terms and is not a guaranty or opinion of title.

LETTER REPORT**File Number:** PR-614325**Property Address:** 715-715A Alabama Avenue, Sheboygan, WI 53081**Tax Key Number:** 59281302920**Prepared For:** Holden & Hahn, S.C., 903 North 6th Street, Sheboygan, WI 53081-Richard Hahn**Subsequent to May 10, 2005 at 4:20 PM****Property Description:**

The East 50 feet of Lot Three (3), Block Two Hundred Eight-eight (288), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Current Owner:

John S. Schwarz Jr. and Scott M. Matula

Open Mortgages since last conveyance of record:

A Mortgage executed by Edward J. Osmanski, a married person and John R. Schwarz Jr. and Scott M. Matula, to Community Bank & Trust, dated April 29, 2005 and recorded on May 10, 2005 as Document No. 2764835, securing a principal sum of \$72,000.00.

A Commercial Real Estate Mortgage executed by Scott M. Matula and John R. Schwarz Jr., to Community Bank & Trust, dated November 4, 2008 and recorded on November 19, 2008 as Document No. 1864831, securing a principal sum of \$87,504.62.

Notice of Lis Pendens as it relates to Wisconsin Bank & Trust, f/k/a Community Bank & Trust vs. John R. Schwarz Jr., et al, Sheboygan County Circuit Court Case Number 2018CV000188, dated March 26, 2018 and filed on March 28, 2018 at 4:10 PM as Document Number 2018155.

Notice of Lis Pendens as it relates to Wisconsin Bank & Trust f/k/a Community Bank & Trust vs. Scott M. Matula, et al, Sheboygan County Circuit Court Case Number 2019CV000029, dated January 15, 2019 and filed on January 15, 2019 at 9:43 AM as Document Number 2087872.

An Assignment of Rents executed by Scott M. Matula, a single person, to Wisconsin Bank & Trust, dated March 24, 2017 and recorded on April 5, 2017 as Document No. 2037135.

Judgments, Tax Warrants, or Federal Tax Liens on the names or similar names of the parties receiving the property in the last conveyance of record:

Judgment executed against Scott Matula (1418 North Fifth Avenue, Sheboygan, WI 53081) in favor of Mylinda Rose Barisas, Sheboygan County Circuit Court Case Number 2013FA000658, entered May 7, 2018 and docketed May 17, 2018 at 1:03 PM in the principal sum of \$8,889.53.

Judgment executed against Scott M. Matula (1418 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000075, entered June 27, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.



Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000076, entered January 4, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$250.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000077, entered October 18, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$891.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000078, entered October 18, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$891.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000079, entered February 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$891.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000080, entered February 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$891.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000081, entered March 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.

Taxes:


Real Estate Taxes for the year 2018 in the principal amount of \$1,749.77, which are being paid in installments with a principal balance of \$861.61, to be paid on or before July 31, 2019.

Real Estate Taxes for the year 2017 in the principal amount of \$1,660.20, which were being paid in installments with a principal balance of \$718.48, plus penalties and interest, which are past due and delinquent.

Real Estate Taxes for the year 2016 in the principal amount of \$1,671.53, which were being paid in installments with a principal balance of \$92.89, plus penalties and interest which are past due and delinquent.

Effective Date:

January 25, 2019 at 8:00 AM

By: 

Falls Title, LLC

614 Broadway Street

Sheboygan Falls, WI 53085

NOTE: The above signed hereby certifies that the report is compiled from the public records of the county in which the Property described herein is located. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance. Attention is called to the fact that this Letter Report is only a check of mortgage and liens of record. No check of the records has been made prior to the date of the last conveyance shown above. This report is limited by its terms and is not a guaranty or opinion of title.



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

Your Committee to whom was referred R. O. No. 55-19-20 by Director of Human Resources and Labor Relations submitting the attached proposal from American Fidelity Assurance Company regarding their services as a Third Party Administrator ("TPA") to provide Section 125 ("cafeteria plan") administration, and Flexible Benefit Plan administration, enrollment solutions related to the health plan sponsored by the City of Sheboygan, and other supplemental benefits; recommends receiving the R. O. and filing the document.

Consult.

_____ 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

3.4

R. O. No. 55 - 19 - 20. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS.
August 5, 2019.

Submitting the attached proposal from American Fidelity Assurance Company regarding their services as a Third Party Administrator ("TPA") to provide Section 125 ("cafeteria plan") administration, and Flexible Benefit Plan administration, enrollment solutions related to the health plan sponsored by the City of Sheboygan, and other supplemental benefits.

The proposal provides the City of Sheboygan employees several voluntary benefit products, as well as no-cost administration of a Section 125 Flexible Benefit Plan, and administration of the open enrollment process for insurance services. Meetings (both group presentations and one-on-one meetings) will be held with all employees to provide improved communication regarding insurance and benefit issues.

American Fidelity does not charge a fee for their service. While the organization is relatively new to Wisconsin, the League of Wisconsin Municipalities has recently endorsed the organization.

I am providing this information to you for your information. No further action is necessary.

Director of Human Resources and
Labor Relations

*Finances + Personnel
rec file*

City of Sheboygan

Brent Rempe, Government Markets Manager
brent.rempe@americanfidelity.com
405-523-5183 / 806-543-8485

Scott Adkins, District Manager
scott.adkins@americanfidelity.com
405-212-2535 / 618-541-5534

AMERICAN FIDELITY 
a different opinion [®]

A Proposal to City of Sheboygan

American Fidelity Assurance Company is your source for benefits and services at both the employer and the employee level. We deliver expense management services and quality voluntary benefits, while providing a first-class customer experience for you and your employees.

As one of the few insurers in America that focuses on worksite benefits, American Fidelity uniquely understands the need for employers to maintain a competitive employee benefit package and control their benefit costs. American Fidelity is focused on serving the following select market segments: healthcare facilities, the public sector, the auto retail community, and the education community. Since 1960, we have employed this focus to provide worksite solutions to millions of customers across the nation.

Through our salaried, career Account Managers, you will have year-round support and your employees will have access to a complete benefit package that can be tailored to meet their needs. In addition, we provide you the administrative support and expense management services that can help both you and your employees maximize your tax saving opportunities.

We believe our comprehensive approach to providing benefits and services, while managing cost, will be a valuable asset to your organization. Thank you for considering American Fidelity Assurance Company and we look forward to the next step in the process of helping you transition into a new benefit program.

Brent Rempe

Government Markets Manager
brent.rempe@americanfidelity.com
405-523-5183 / 806-543-8485

Scott Adkins

District Manager
scott.adkins@americanfidelity.com
405-212-2535 / 618-541-5534

Proposed Service Fees for City of Sheboygan

Value Added Services	Fee
Section 125 Services*	
Section 125 Sample Plan Document, Implementation and Annual Review	\$0.00
Annual Non-Discrimination Testing Worksheets	\$0.00
Employee Election Form/Salary Reduction Agreement Assistance	\$0.00
Flexible Spending Account Administrative Services*	
Healthcare Flexible Spending Account (HCFSAs) Administration	\$0.00
Dependent Care Account Administration	\$0.00
HCFSAs Benefits Debit Card and Dependent Card(s)	\$0.00
Upfront HCFSAs Funding	\$0.00
Insured HCFSAs Risk Premium	\$0.00
Health Savings Account Administrative Services*	
Health Savings Account Administration	\$0.00
HSA Benefits Debit Cards and Dependent Card(s)	\$0.00
Enrollment Solutions*	
Full Benefits Online Enrollment Platform	\$0.00
Employee Communication & Education	\$0.00
Salaried Account Managers	\$0.00
New Hire Enrollment & Year-Round Support	\$0.00
Optional Services*	
Major Medical Plan Waivers	\$0.00
Annual Beneficiary Designation Update	\$0.00
Dependent Verification Review	\$0.00
Total Annual Service Fees	\$0.00
Total Monthly Service Fees	\$0.00

*American Fidelity Assurance Company is providing these services at no additional charge to the City where permitted by law. Please refer to the Service Exchange Agreement for details.

Why American Fidelity

Specializing in the Public Sector

Proven History

Company Culture

Ratings and Financial Strength



Why American Fidelity

Not only is each public sector distinct, but your employees are a melting pot of different occupations, incomes, and types of labor with unique benefits needs. You deserve a partner who understands the need to adapt quickly and who leads the way, when needed. American Fidelity Assurance Company does just that by continually looking at the latest trends in employer benefit solutions for your industry and building strategic custom recommendations. Count on us for help with:

- Strategic Supplemental Benefits
- Tax-Favored Benefits Enrollment Support
- Employee Education and Year-Round Enrollment
- Affordable Care Act Compliance Support
- Simplifying Technology and Data

You Deserve a Specialist

American Fidelity is focused on helping the public sector overcome benefits administration challenges. In comparison, some other companies in the industry often provide a one-size-fits-all approach and their knowledge of your special circumstances only goes so deep. As a specialist in your industry, American Fidelity can provide you with a different perspective — a different opinion.

Proven History

Nationwide we serve nearly one million customers and 12,500 employer groups, including over 6,000 public sector employers. We take pride in delivering less worry, less work and using our 55+ years of expertise to provide you with top-notch benefits administration through our hands-on, simplifying approach.



Why choose American Fidelity?

- Providing insurance benefits and administration since 1960
- Rated A+ (Superior)¹ by A.M. Best Company since 1982
- Focused on serving the public sector
- One-stop shop for custom benefit plans and administration
- Salaried account managers, not commissioned brokers
- Focused on employee education before, during, and after enrollment
- Online enrollment platform and online account management
- Section 125 administration at no additional charge*

¹ www.ambest.com/consumers (May 16, 2017) (A+ is the 2nd out of 16 with 1 being the highest.) *where permitted by law

Company Culture

We strive for five core principals when serving each other and our customers:



Always
Fair



Always
Financially Secure



Always
Flexible



Always
Focused



Always
Future-Oriented

These five principals help us make things easy for our customers and empower us to offer a different opinion in benefits administration.

American Fidelity values a positive and rewarding company culture because we believe this directly impacts our customer experience. Of our 1700+ colleagues, 36% have been with the company for 10 or more years, and 14% of colleagues have been with the company over 20 years.¹ We believe this long tenure represents our company's commitment to excellence in all areas, especially customer service. American Fidelity is listed on Fortune Magazine's "100 Best Companies to Work For" in 2017.²

Along with our commitment to our colleagues, we are committed to our community. Aligned with communities in our niche markets, American Fidelity and the American Fidelity Foundation focus on supporting education initiatives, health and human services, arts and culture, and civic projects.

Ratings and Financial Strength

When you partner with American Fidelity, you can be assured we have the financial strength to be there when you need us most.

A+ **SINCE**
1982

A.M. Best Company rating

Since 1982, American Fidelity has been rated "A+" (Superior)³ by A.M. Best Company, one of the nation's leading insurance company rating services. A.M. Best bases its ratings on an analysis of the financial condition and operating performance of insurance companies in such vital areas as: Competency of Underwriting, Control of Expenses, Adequacy of Reserves, Soundness of Investments, and Capital Sufficiency.

¹ American Fidelity: Staff Statistics American Fidelity by the Numbers; May 2016.

² <https://www.greatplacetowork.com/best-workplaces/100-best/2017> (March 9, 2017)

³ www.ambest.com/consumers (May 16, 2017) (A+ is the 2nd out of 16 with 1 being the highest.)

Employer Administrative Services

Section 125 Plans
Flexible Spending Accounts



Section 125 Plans

Offering a Section 125 Plan (a.k.a. Cafeteria Plan) brings tax savings to both you and your employees; however the administration that comes with maintaining the Plan is time consuming and expensive. Keeping track of Plan changes, new regulations, and updating your employees along the way can be challenging. American Fidelity focuses on helping you stay compliant while educating both you and your employees.

No Charge* Administration

As a specialist for employers like you, we've been there when budgets have been tightened and staff reduced. Not only will we help take the plan complexities off your plate, but we also offer plan administration at no additional charge. This allows you to free up funds you may otherwise need for additional services.

Education

Once your Section 125 Plan is implemented, we'll educate your employees during the enrollment so they can select the best combination of benefits for their needs. Increased benefit knowledge often leads to increased participation, which results in a greater tax reduction for you. Through our experience in your industry, we've also found that teaching employees how your benefits program works often lessens the amount of support you must provide throughout the year.

Ongoing Support

Annual changes to your benefits program can result in the need to update your Section 125 Plan. Each year, we will work with you to update your Plan Document and provide annual non-discrimination testing worksheets. Your compliance needs aren't a one-time focus for us. We work with you year-round to make sure you are aware of requirements.

**where permitted by law*



Setting Up Your Plan

The first step to having a compliant Section 125 Plan is your Plan Document. American Fidelity will work with you to capture all of the details in your benefits offering. From there we will create a sample Plan Document that outlines how you will administer your Plan.

In addition to your sample Plan Document, we will also provide:

- Sample Board Resolution language to formally adopt the Section 125 Plan
- Annual 25% non-discrimination testing worksheets
- Access to employee's annual election forms which show pre-tax and post-tax elections
- Web-based resources, including a Section 125 Administration Guide
- A monthly email newsletter with compliance updates and other pertinent information

For small and large employers alike, the administration, compliance, and employee education responsibilities which come with operating a Section 125 Plan can quickly add up. We understand you are busy. We don't expect you to be a Section 125 expert. Let us help handle it for you.

Flexible Spending Account Administration

Healthcare Flexible Spending Account (HCFSAs)

As healthcare expenses continue to increase, finding cost-effective benefit solutions that help both you and your employees can be challenging. American Fidelity provides a solution by offering a Healthcare Flexible Spending Accounts (HCFSAs) for your employees to set aside money on a pre-tax basis to pay for everyday medical expenses. Additionally, this may create Federal Insurance Contributions Act (FICA) tax savings for you.

Upfront HCFSAs Funding

The Internal Revenue Code (IRC) requires HCFSAs to provide reimbursement at the beginning of the plan year, based on each employee's annual election. The responsibility of providing the full election amount up front can be a financial challenge for most employers. To help relieve this financial obligation, American Fidelity assists with upfront funding for your employees' HCFSAs, creating a cash-flow advantage for you.

Mitigating Your Risk

Your organization could be at financial risk if employees leave before the plan year ends. To mitigate this risk, we offer optional protection to cover the risk associated with required upfront reimbursement. This insurance covers your employees' entire election amount, even though they make contributions on a paycheck-by-paycheck basis. Should they leave employment, this covers any amount they may have spent in their HCFSAs prior to those funds actually being contributed.

Net unused contributions, also called forfeitures, will be returned to the employer with instructions for compliant use. Other restrictions may apply.

Dependent Care Account (DCA)

Another option to reduce your overall employment tax while also helping your employees reduce their taxable income is to offer a Dependent Care Account (DCA). This program allows employees to set aside money on a pre-tax basis to pay for eligible dependent care expenses. The DCA reimburses expenses associated with dependent care for either a dependent child under age 13 or an adult dependent incapable of self-care.



Simple Reimbursement Options

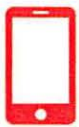
We understand your employees want quick and easy access to their contributions. At the same time, it's important your plan stays in compliance with IRC guidelines on your required itemized documentation. We focus on making the process of reimbursing your employees simple and compliant by offering several methods to request reimbursements.

We process and fund reimbursements daily and eligible claims reimbursements are processed within an average of five to seven business days. Direct deposit is available for all participants in order to receive their reimbursement even faster.



Benefits Debit Card

Employees can pay for eligible medical expenses directly from their accounts.



Mobile App

Employees can file a claim by snapping a photo of the expense receipt and submit using a smartphone or tablet.



Online

Provides your employees with another secure way to file a claim and upload their expense receipts.



Mail or Fax

Employees can file a claim manually by mail or fax. Printable claim forms are available on our website.

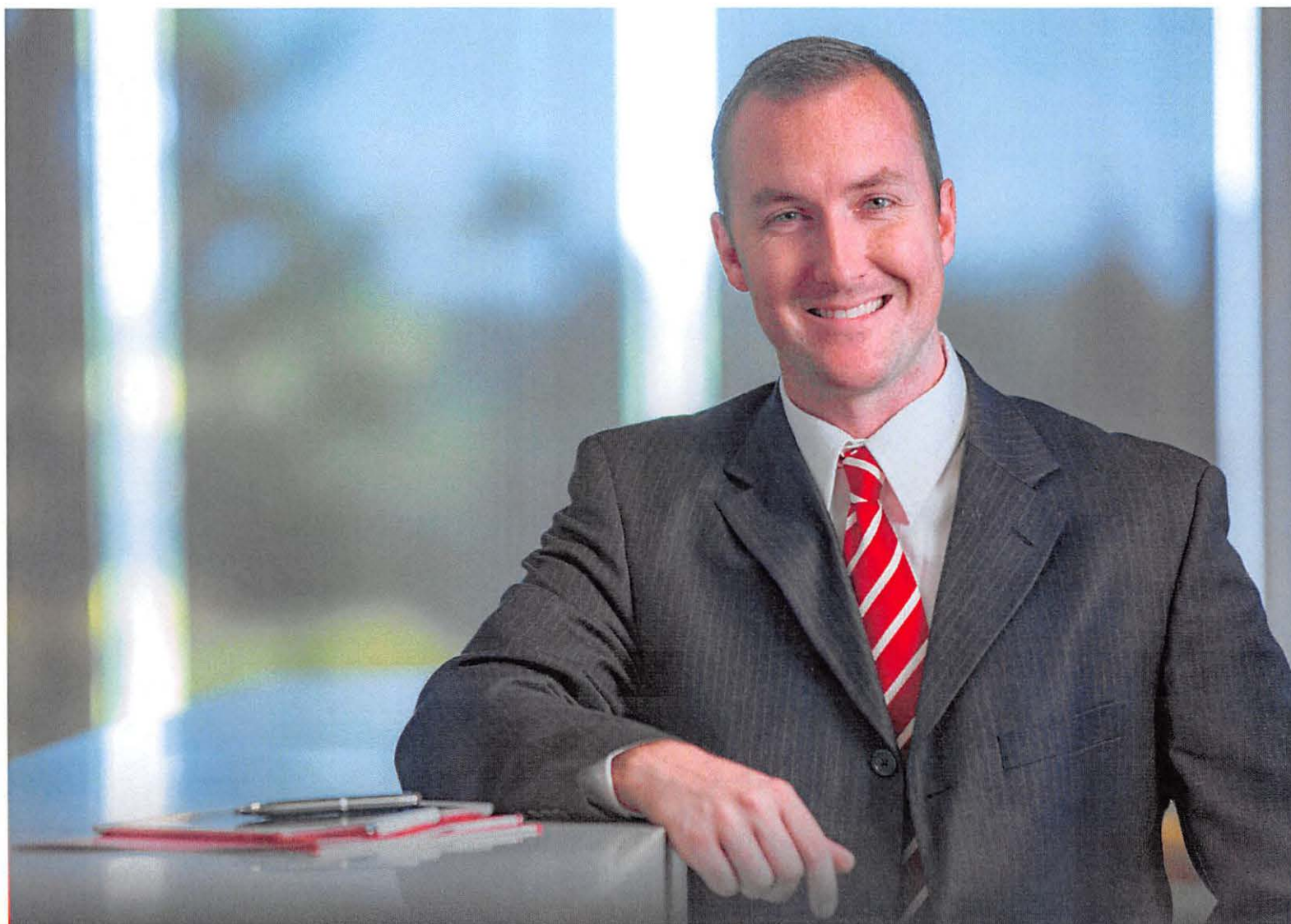
Online Account Access

Your employees need to know their balance and claims history to use their accounts effectively. American Fidelity's secure online account access provides your employees their current election and contribution amounts, total contributions made year-to-date, claim status, and current available balances. We also give you the same level of access so you are able to help answer any employee questions that may arise.



Employee Benefits

Why You Should Offer Supplemental Benefits
Supplemental Voluntary Insurance Benefits



Why You Should Offer Supplemental Benefits

Why You Should Offer Supplemental Benefits

With rising deductibles and larger gaps in coverage, supplemental benefits can provide financial relief for both you and your employees. Every year, employees are paying more in premiums, co-pays, and deductibles. All of this can lead to an additional workplace management challenge for leaders to combat — employees feeling stressed and distracted with efforts to manage out-of-pocket health-related costs.

Supplemental benefits can help give you peace of mind knowing your employees will have coverage when they need it. Additionally, comprehensive benefits packages can also be a great way to attract and retain quality employees.

Complement Your Major Medical Plan

As trends continue to lean toward High-Deductible Health Plans (HDHPs), it's more important than ever to offer supplemental benefits to help offset the additional out-of-pocket expenses your employees may experience. Even with traditional PPO or HMO plans, out-of-pocket expenses can be a burden.

American Fidelity's supplemental benefits pay directly to your employees, which can help them contribute to their deductible. They may even use the benefits to help pay expenses that their major medical plan may not cover, such as travel and lodging.

Allow Employees to Customize Coverage

Because supplemental benefits are voluntary, your employees can choose the benefits to complement their medical plan. Offering a well-rounded supplemental benefits package also lets them support their family's needs — whether they have active children who need accident coverage, or they are preparing for retirement.

Ultimately, a solid benefits program can help ease your worry and workload while also helping to provide employee job satisfaction.



88% of employees view voluntary benefits as a part of a comprehensive benefits package.¹

¹Entrepreneur: Employee Demand Makes Voluntary Benefits Mandatory for Employers; November 9, 2015.

Limited Benefit Cancer Insurance

Limited Benefit Cancer Insurance

Even with a high-quality medical insurance plan, a cancer diagnosis can be costly. That's why it is important to offer a Limited Benefit Cancer Insurance plan to help cover the rising costs of cancer treatment.

The plan has 30 benefits specifically designed to help your employees and their families with the financial aspect of being diagnosed with cancer, and allow them to focus on their treatment. These benefits extend beyond treatment, and cover other costs associated with a cancer diagnosis such as travel and lodging. All benefits are paid directly to the employee, which allows them to use the funds where they are needed most.

Examples of benefits include:

- Inpatient Confinement
- Drugs and Medicine
- Transportation and Lodging

Coverage Options

We offer coverage for employees, their spouses, and eligible children. There are three plan options—Basic, Enhanced and Enhanced Plus—so your employees can choose the plan that best fits their financial needs.

Highlights

Diagnostic Testing Benefit

This benefit encourages early detection of cancer by paying an benefit to the insured to help cover annual diagnostic testing, screening, or follow-up. This benefit also qualifies for our AFQuickClaims™ processing, which means policyholders may receive their benefit in as little as one day if enrolled in direct deposit.

Experimental Treatment Benefit

Traditionally, major medical insurance does not cover costs associated with experimental treatments and drugs related to cancer. This policy covers experimental treatment so your employees have the opportunity to receive the best available treatment to meet their needs.

Travel Expenses

Often, the best cancer treatments available require patients to travel far from home. Travel expenses can be costly and are generally not covered by major medical plans. This benefit may help pay for transportation and lodging expenses for the patient and family.



More than one-quarter of cancer patients can't afford to pay for their treatment.⁵

*This product may contain limitations, exclusions, and waiting periods. **This product is inappropriate for people who are eligible for Medicaid Coverage.** ⁵UPI: Study: One-quarter of cancer patients can't afford treatment; June 3, 2016.*

Limited Benefit Hospital Indemnity Insurance

Limited Benefit Hospital Indemnity Insurance

One of the challenges employers face is finding ways to help their employees cover the unexpected expenses that could arise from a hospital stay. With rising deductibles and as employees continue to take on more of the financial burden of medical expenses, the difficulty of paying for large, out-of-pocket costs is a challenge for most employees.

American Fidelity offers a solution with our hospital indemnity insurance.

AF™ Limited Benefit Group Hospital Indemnity Insurance is an HSA-qualified plan that pays benefits for expenses related to hospitalization, unexpected accidents, and certain high-dollar critical illnesses. It offers a way for employees to cover a portion of their healthcare costs without draining their HSA savings.

Coverage Options

We offer coverage for employees, their spouse, and children up to age 26. There are also three plan options to help your employees select the coverage that meets their family's needs.

Highlights

Health Screening Benefit

Pays a \$50 benefit to help cover annual health screens. This benefit also qualifies for our AFQuickClaims™ processing.

HSA Compatible

Provides a way to help pay for large, out-of-pocket expenses, while allowing the tax benefit and potential savings of an HSA.

Guaranteed Issue

Obtain coverage without any health screenings or medical questions..

American Fidelity's Limited Benefit Hospital Indemnity Insurance may contain limitations, exclusions and waiting periods. This product is inappropriate for people who are eligible for Medicaid coverage.

Individual Life Insurance

Life Insurance

Offering Group Life Insurance to your employees may not be enough to fully protect their loved ones in their absence. An individual life policy can increase the overall benefit amount while giving them a policy that they own. American Fidelity offers policies designed for your employees, spouses, and children – making it convenient for them to provide life insurance protection for their entire family. Only three health questions are required to issue coverage, and your employees don't have to participate in any medical exams.

Term Life Insurance

Often, your employees need life insurance coverage to help during a specific period when their expenses are usually at their highest. Making sure everyday living expenses, like home ownership and college tuition, are covered in their absence is paramount. With a Term Life insurance policy, your employees will have the ability to customize the plan that works best for their situation.

Whole Life Insurance

Whole Life insurance provides your employees a life insurance benefit to age 121 and will provide a cash benefit at time of maturity. There are also options for loans and partial surrender if needed. The cash value allows your employee the flexibility to stop paying premiums and still have some life insurance coverage in force.

Highlights

Interim Coverage*

Death Benefit coverage is issued immediately after the life insurance application has been signed and underwriting guidelines have been met.

Level Premium

American Fidelity's Term Life and Whole Life Premium rates are locked in at the time of purchase, and will not increase for the duration of the policy term.

Guaranteed Renewable

Our term life policies are guaranteed renewable, which means your employees can renew for another term period without reapplying. The renewal premium is subject to increase.

**Interim coverage for death will be in force from the date your application is signed if on such date the proposed insured is insurable per our underwriting guidelines for the requested coverage in accordance with the terms of the policy. This interim coverage for death will remain in force until the earlier of: 1) the date a policy becomes effective; 2) the date we decline the application; or 3) the date we notify the proposed insured that they are ineligible for interim coverage. The employee and/or Spouse/Civil Union Partner must remain actively at work during the interim coverage period. If the death of the proposed insured occurs during the interim coverage period, the first month's premium will be subtracted from the policy proceeds. Interim coverage is only for death benefits under the base policy, Children's Term Rider and Spouse Term Rider (Term Life Only). No interim coverage benefits are available under any Waiver of Premium Rider, Accidental Death and Dismemberment Rider, Accelerated Benefit Rider for Critical Illness (Whole Life Only) or Accelerated Benefit Rider for Long Term Illness (30YR Term Life and Whole Life Only). This product may contain limitations, exclusions, and waiting periods. Not generally qualified benefits under Section 125 Plans.*

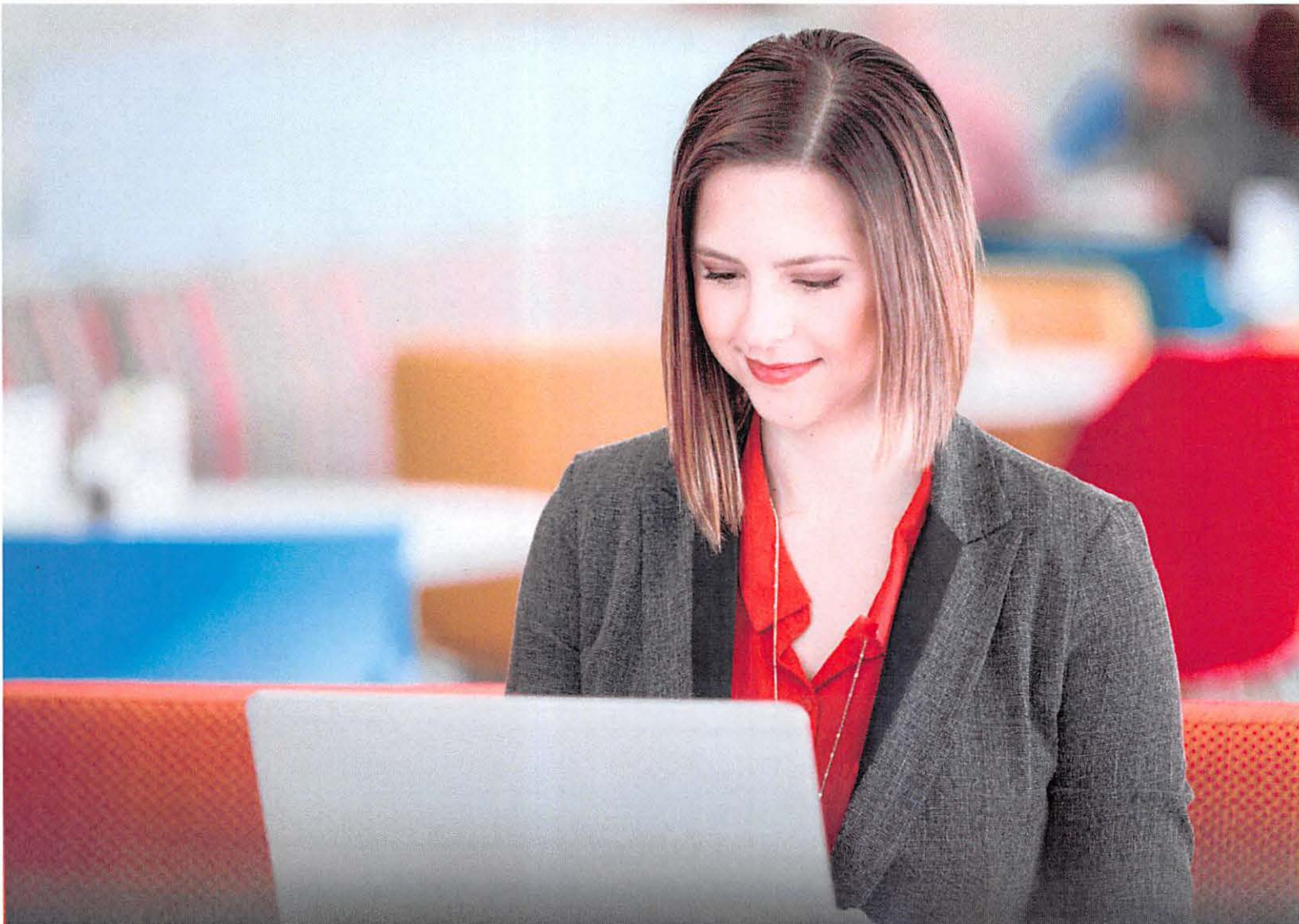
Enrollment Solutions

Ideal Enrollment Timeline

Enrollment Methods

Communication and Education Strategies

Online Enrollment Platform: AFenroll®



Enrollment Solutions

Benefits enrollments continue to evolve and change with the introduction of new technology solutions. These solutions bring challenges surrounding the education and communication of your employee's benefits. At American Fidelity, we have developed a way to take advantage of the enrollment solutions available without your employees losing the education needed to make their benefit decisions.

Ideal Enrollment Implementation Timeline

Planning is critical when conducting a successful benefits enrollment. That is why we set aside time prior to the enrollment so that we can gather information and timelines to meet your expectations. Your Account Manager will setup meetings to discuss enrollment requirements, enrollment expectations, and finish with a post enrollment review. Our goal is to make sure there are no surprises along the way.

Enrollment Methods

Finding the right balance between educating your employees on their benefits and allowing them to self-enroll can be difficult. Many employers try to provide as much education as possible but time and resources can get in the way.

At American Fidelity, we work with you to relieve the stress that often comes with your benefits enrollment period. We offer multiple ways to enroll so your employees can have opportunities for benefit education while also having a convenient enrollment experience. Enrollment methods include:

- in-person,
- by phone,
- and online self-enrollment.



In-Person Enrollment

Your benefits enrollment period is often filled with educating and answering questions from your employees. Finding the time to assist everyone can be a challenge. At American Fidelity, we focus on taking that burden off of you by providing a one-on-one, in-person enrollment experience for each employee. With our salaried account managers, we help educate and enroll your employees in all of their benefit options in a personal setting.

By Phone

We also offer another convenient one-on-one enrollment option by phone through the American Fidelity Benefit Enrollment Center. Employees can call a 1-800 number to discuss their benefits options with an experienced representative as well as complete their benefits enrollment.

Online Self-Enrollment

Often, after learning about the benefits being offered, employees will want to discuss with their families prior to beginning their enrollment. With our online enrollment system, AFenroll®, your employees can enroll online when it is convenient for them. To preview the AFenroll® system, visit americanfidelity.com/howtoenroll.

Communication and Education Strategies

Communication and Education Strategies

Based on the enrollment method you select, we will customize a communications plan that may include the following strategies:

One-on-One Benefit Reviews

Our salaried account managers can provide one-on-one meetings with each of your employees to review your benefit options, evaluate their unique needs, and provide personalized benefit package recommendations.

Group Meetings

A more efficient enrollment means less time your employees are away from their work. We offer group meetings to educate employees and answer questions on their complete benefit offerings. When employees attend this meeting, they are more prepared going into their annual enrollment, often knowing exactly what benefits they will select.

Custom Enrollment Materials

To help educate and promote benefit offerings prior to enrollment, we also offer educational brochures, flyers, emails, and educational videos. American Fidelity will customize your educational materials to reflect your group's enrollment date, location, and benefit offerings.



Custom Benefits Site

We provide a custom benefits website to help your employees prepare for enrollment. This website gives your employees a single place to go to review all of their benefit offerings, including your medical, dental, and vision plans, and to get answers to common questions before enrolling.



Educational materials are also integrated within the custom benefits site, including:

- Educational videos about our insurance products and medical reimbursement accounts
- Section 125 Savings Calculator
- Health FSA Savings Calculator
- Customer Testimonials
- Educational Articles

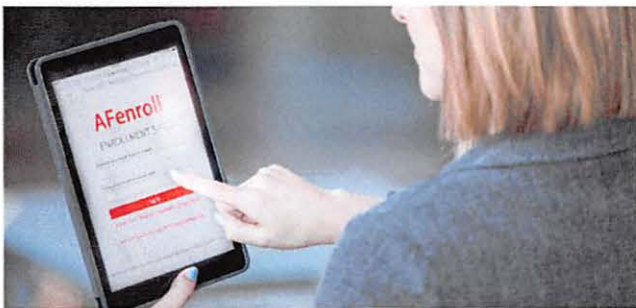
View a sample at americanfidelity.com/ABCemployer.

Online Enrollment Platform: AFenroll®

AFenroll®

From your annual enrollment to year-round updates, the platform you use to manage these changes is a crucial part of the enrollment process.

AFenroll® is a complete web-based enrollment, communication, and administration platform that can assist with your entire benefit enrollment process. In addition, AFenroll® can support new hire enrollments and life status event changes year-round.



Full-Benefits Enrollment Platform

AFenroll® provides you and your employees a single platform for enrolling in all of your benefits, such as medical, dental, vision and group life. We can work with your health plan carriers to incorporate their application processes into our web-based platform.

Employer Features

- Electronic payroll deduction upload
- View employee enrollment status
- Employee benefit participation reports
- Administrative changes, including terminations, leaves of absence, retirements and more
- Electronic, historic record of employee data
- View employee beneficiary information at any time

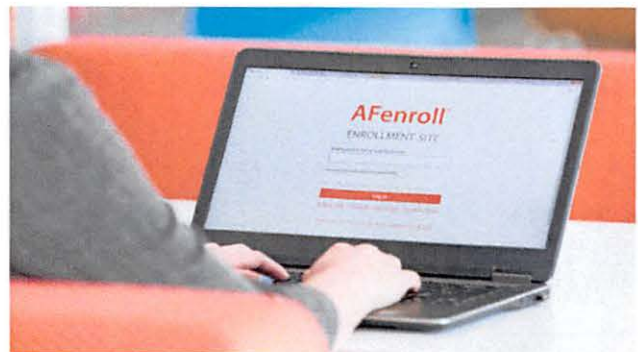
Employee Features

- Accessible from any desktop or tablet browser
- Customized enrollment based on demographic information and hire date
- Enroll in all available benefits
- View benefit confirmation statements
- View benefit materials, brochures, videos, and summary plan descriptions
- Benefit calculators and Section 125 worksheets

Security

AFenroll® uses 256-bit encryption and Secure Socket Layer (SSL) for personal information transmitted over the Internet. In addition, each user has a unique ID and password that is used to authenticate access to the system, and any backups of the system are encrypted before they are transmitted off-site. Our enrollment technology is designed to support the customers and employer groups to whom we provide our insurance products.

When you partner with American Fidelity, you get complete enrollment support, along with our robust online platform. We do it all with our salaried, career account managers who can educate and enroll your employees in their benefits.



Customer Experience

Claims, Resources and Support
Employer Billing and Administration



Claims, Resources and Support

Claims, Resources and Support

Your employees expect quick service, knowledgeable staff, and dependable insurance coverage. At American Fidelity, we want to make it easy for your employees to file a claim, access account information, and get the support they need.

Easy Claim Filing

Participants can submit claims through a variety of options, including through our secure website, americanfidelity.com, utilizing our mobile app, or mailing or faxing a hard copy. Your dedicated account manager is also happy to meet with any employee needing claim support. For a complete video on claim filing instructions, visit americanfidelity.com/fileclaim.

New AFQuickClaims™ Processing

Diagnostic testing, wellness exams and health screening claims are now processed immediately. Policyholders may receive their benefit in as little as one day if enrolled in direct deposit.

Mobile Convenience

Our mobile applications, AFreimburse™ and AFmobile®, allow you to manage your reimbursement accounts and insurance benefits, all from the palm of your hand. Snap photos of claim documentation with your phone, easily view premium and benefit information, and more! Both apps are available to download free on the Apple App Store and Google Play Store.



americanfidelity.com

Our website offers secured account access and educational resources for your employees.

Features

- View and file claims through an online submission form
- Download and print insurance policies
- Utilize Section 125 & FSA calculators
- Find answers to F.A.Q.s
- Watch educational videos

Customer Support

We are available to assist from both our home office and through our local account managers. Our customer service team is available from 7:00 a.m. to 7:00 p.m. CST, Monday through Friday, and can be contacted through our toll free number or through our website's contact form. Our call center offers a call back feature. Instead of waiting on hold, participants may opt in for a call back without losing their place in the queue.

After hours, we offer the option to leave a voicemail and our customer service team will return the call the next business day. In addition, your employees have 24/7 access to our toll-free automated phone system where they may check their FSA balance.

Employer Billing and Administration

Employer Billing and Administration

We want to make managing your employees' benefits easy. That's why we created the Employer Online Service Center, where you can manage and reconcile your bill, view employee benefit information, update employee statuses, learn benefits management best practices through our employer blog, and more.

Billing and Reconciliation

The secure billing portal is a fast, easy, and secure way to reconcile your American Fidelity bill. The system allows bookkeepers to reconcile their flex and insurance bill entirely online, plus choose the payment method. This system helps eliminate paper bills and drastically cut the time it normally takes to reconcile.

Features include:

- View and print invoices
- Reconcile your bill
- Upload payroll register
- Change billing and payment preferences

Group Administration

Our employer Online Service Center is a secured employer portal that can be accessed in real-time. It offers a variety of tools and data to help with the administration of your benefit program.

Features include:

- Review or Terminate employees from your plan
- Update your organization's contact information
- Download sick pay reports
- Create and manage employer account logins
- Access employee election forms
- Upload census data
- Download Flex reports

The screenshot displays the American Fidelity Online Service Center interface. At the top, the logo for American Fidelity is visible with the tagline "a different opinion" and "ONLINE SERVICE CENTER". Navigation links for "Home", "Billing", and "Group Admin" are present. The main content area is titled "Online Billing" and "Billing Main Page". It includes a "Default Preferences" section with options to change delivery and payment methods. Below that is an "Available Bills" section with a link to view bill options and an archive. A "Product Bills" table is shown with columns for Invoice #, MCP Name, MCP Nbr, Dist ID, Premium Period, Premium Due, Status, and As of. A single row of data is visible for COUNTY 1.

Invoice #	MCP Name	MCP Nbr	Dist ID	Premium Period	Premium Due	Status	As of	Print	Finish
A000001	COUNTY 1	00001	CTY 1	9/1/15 - 8/30/16	\$34,162.13	Ready	9/13/16		

Ready for a different opinion?

While you're busy serving your community, we'll take care of you. For more than 55 years, employers have turned to American Fidelity for employee benefits and administration they can trust. Maybe you should too? Consider American Fidelity for a different opinion.

AMERICAN FIDELITY
a different opinion



VI

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

Your Committee to whom was referred R. O. No. 56-19-20 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing April 1, 2019 and ending June 30, 2019; recommends receiving the R. O. and filing the report.

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

3.5

R. O. No. 56 - 19 - 20. By FIRE CHIEF. August 5, 2019.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2019 and ending June 30, 2019.

<u>Incident Types</u>	<u>2017 Actual</u>	<u>2nd Quarter 6/30/19</u>	<u>2018 Actual</u>	<u>2nd Quarter 6/30/18</u>	<u>Goals</u>
Fires	126	24	94	26	
Rescue & Emergency Medical Service	3,959	1,053	4,220	1,002	
Non Fires	1077	314	1055	266	
TOTAL	5,162	1,391	5,369	1,294	

Station Incident Count Per Station

Station 1	1,549	371	1,560	375
Station 2	988	262	1064	251
Station 3	1,309	365	1,417	322
Station 4	814	246	818	210
Station 5	451	140	474	131
Out of City	51	8	36	5

Fire Loss

Number of Incidents	65	15	56	17
Total Property Loss	\$ 276,985	\$ 77,100	\$ 630,000	\$ 160,900
Total Content Loss	\$ 126,541	\$ 34,800	\$ 348,985	\$ 81,700
Total Loss	\$ 403,526	\$ 111,900	\$ 978,985	\$ 242,600
Average Loss	\$ 6,208	\$ 7,460	\$ 17,481	\$ 14,270

Workload

Inspections	1,880	985	1,926	980
School Safety Programs/Students	183/3353	0/0	173/3246	0/0
Public Events	25	21	51	9
Non-Compliance/Installed Smoke Alarms	N/A	44/92	N/A	N/A
Fire Training Hours	8,514	1882	8,514	2,567
EMS Training Hours	2,697		1,969	435
Investigations/Formal	70	24	100	26

Efficiency

EMS Average Response Time (Seconds) 240	N/A	N/A	N/A	
Fire Average Response Time (Seconds) 300	91%	89%	78%	90%

Effectiveness

Resident Satisfaction Rating	1	1	1
ISO Rating	2	2	2

FIRE CHIEF

LAPS
recfile

VI

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

Your Committee to whom was referred R. O. No. 57-19-20 by Chief of Police Christopher Domagalski, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing April 1, 2019 and ending June 30, 2019; recommends receiving the R. O. and filing the report.

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

3.6

R. O. No. 57 - 19 - 20. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
August 5, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2019 and ending June 30, 2019.

	2017 <u>Actual</u>	Y-T-D <u>06/30/18</u>	2018 <u>Actual</u>	Y-T-D <u>06/30/19</u>	2019 <u>Goals</u>
<u>Patrol and Investigations</u>					
Homicide	0	0	0	1	0
Rape	24	11	21	14	20
Robbery	11	7	11	3	15
Aggravated Assault	85	57	128	73	100
Violent Crime Total	120	75	160	91	125
Burglary	91	42	89	40	100
Theft	702	369	703	327	900
Motor Vehicle Theft	32	9	25	11	30
Arson	12	4	8	0	5
Property Crime Total	837	424	825	378	1,050
Percent of Offenses Cleared	46%	53%	52%	51%	70%
Value of Property Stolen	\$554,070	\$141,470	\$485,282	*	\$500,00
Value of Property Recovered	\$184,216	\$45,547	\$179,946	*	\$200,000
Percent of Stolen Recovered	33%	32%	37%	51%	40%
Accident Investigations	1,736	843	1,677	805	1,500
Traffic Stops	6,157	3220	5,270	2,582	No Goal
Traffic Arrests	4,669	2623	4,509	2,008	No Goal
Other Arrests	3,006	1,703	3,406	1,771	No Goal
Speed Trailer Deployments	7	12	17	6	20
HVEE Deployments	6	8	14	9	12
Parking Tickets Issued	10,476	5,742	9,032	5,098	10,000
Bicycles Recovered	139	42	158	47	150
Involuntary Commitments	161	78	121	60	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,008	655	1,321	667	2,750
Open Records Requests	3,778	2,148	4,804	2,911	4,000
Nixle Messages Sent	263	141	283	124	250
Press Releases	25	27	41	13	50
Tweets	298	170	236	114	350
Facebook likes	8,045	9,080	10,042	11,307	11,500
Reported Crime Maps	103	48	89	41	104
Crime Comparison Reports	44	21	36	14	26

*The UCR Summary Report stolen/recovered property report is not working properly.

Handwritten signature/initials

POLICE CHIEF

VI

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

Your Committee to whom was referred R. O. No. 58-19-20 by City Clerk submitting various license applications; recommends granting the following licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5214	Beauvais, Dawn M.	1672 Settlement Trail
2892	Bentz, Sencera E.	3704 Larkspur Way
9379	Bloedorn, Lisa A.	1719 Broadway Avenue
2898	Bonnett, Jodi L.	705 S. 26 th Street
2891	Brink, Josphine A.	1540 N. 10 th Street
5767	Crump, Christopher R.	650 S. Pier Drive, Unit 1
0521	Dimas, Danielle D.	3028 S. 10 th Street
5615	Eckels, Ryan T.	1317B N. 8 th Street
2968	Feudner, Kenneth R.	3303 Hickory Circle
2884	Gentry, Serenity L.	1910 Garfield Avenue
2890	Gonzalez, Emma L.	531 S. 8 th Street Apt. 106
2893	Grohskopf, Lisa M.	4118 Hazelnut Court
1474	Huber, Max G.	1823 N. 6 th Street
2878	Hurtienne, Dawn M.	30 Ashwood Drive
2882	Koch, Danielle W.	2407 Calumet Drive
2068	Kreutz, Mark T.	1608 N. 12 th Street
2876	Lorfeld, Pandora O.	318 S. County Road J, Cato
1808	Markham, Kevin P.	1734 N. 10 th Street
2883	Marti, Paul C.	831 Anthony Circle, Oostburg
2889	Miske, Megan M.	249 S. Otis Street, Glenbeulah
0030	Ottman, Donna J.	966 Broadway St. Apt. C, Sheb. Falls
8508	Parchim, Melinda S.	140 W. Falls Road, Grafton
2887	Porter, Isaah J.	1413 Jefferson Avenue
7805	Reiner, Michael G.	2419 N. 29 th Street
2877	Reyes, Michael A.	2662 Georgia Avenue
8860	Santana, Susan M.	2724 Main Avenue
2894	Sbrocco, Connor	1105 Aspen Road, Kohler
9031	Schlafke, Tiffany A.	3324 S. 11 th Street
2881	Steindl, Alexandria L.	532 S. River Street
2886	Velier, Elizabeth S.	3715 S. 12 th Street

CHANGE OF AGENT

Corey Kempf is replacing Heidi Pierce as agent effective immediately for Applebee's Neighborhood Grill located at 526 S. Taylor Drive.

Consent.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3120	Northstar I	3004 N.8 th Street - One day event to be held August 24, 2019 to include current premises description and including parking lot coverage and east sidewalk. Parking lot to the south and west.
2921	The Walkabout	2401 Calumet Drive - One day event to be held August 24, 2019 to include current premises description and areas in front of garage (between garage and bar) and grassy side of bar on northwest side. All will be enclosed by snow fencing.
2921	The Walkabout	2401 Calumet Drive - Two day event to be held August 31 - September 1 st , 2019 to include current premises description and areas in front of garage (between garage and bar) and grassy side of bar on northwest side. All will be enclosed by snow fencing.

CLASS "B" BEER LICENSE / CLASS "C" WINE LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3412	Local Press Eatery	502 S. 8 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2301	Mojo	1235 Pennsylvania Avenue

TAXICAB DRIVERS LICENSE (December 31, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1841	Hansen, Stanley J.	1634 S. 12 th Street
1008	Montes, Rosalinda	626 Superior Avenue
8599	Stangel, Geraldine E.	3614 Larkspur Way
1805	Turner, Jennifer R.	824 Ashland Avenue

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 58 - 19 - 20. By CITY CLERK. AUGUST 5, 2019.

Submitting various license applications for the period ending December 31, 2019, 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>
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XHP
grafton

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1805	Turner, Jennifer R.	824 Ashland Avenue



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

Your Committee to whom was referred Res. No. 59-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute an Acceptance Form and accept the Liability Insurance Proposal dated June 30, 2019 from Cities and Villages Mutual Insurance Company ("CVMIC"); 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

Res. No. 59 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION authorizing the appropriate City officials to execute an Acceptance Form and accept the Liability Insurance Proposal dated June 30, 2019 from Cities and Villages Mutual Insurance Company ("CVMIC").

RESOLVED: That the City of Sheboygan accepts the Liability Insurance Proposal dated June 30, 2019, from CVMIC and agrees to continue its membership in CVMIC for policy years 2020, 2021, and 2022 based on the premiums for the Current Self-Insured Retention guaranteed by CVMIC for said policy years.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Acceptance Form, a copy of which is attached hereto and incorporated herein.

M. Lynn Nowlin
James A. Bohren

Finance & Personnel
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



City of Sheboygan
ANNUAL PREMIUMS
 Policy Years 2020, 2021, 2022

ATTACHMENT ONE

- **Coverage includes:**
 - General Liability
 - Auto Liability
 - Excess Liability
 - Public Officials Liability
 - Law Enforcement Liability
- **Self-Insured Retention ("SIR")** is available at several levels.
- **Limits of Liability:**
 - \$5,000,000 per occurrence excess of SIR.
- **Defense Costs are included in the SIR.**

ANNUAL PREMIUMS:

(SIR) Occurrence/Aggregate

<u>Policy Year</u>	<u>Current SIR</u> \$125,000	<u>Optional SIR</u> \$150,000
	<u>Option 1</u>	<u>Option 2</u>
2020	\$102,671	\$98,564
2021	\$105,413	\$101,196
2022	\$107,521	\$103,220

NOTE: The premiums stated herein are based on an expected number of renewals and are subject to review, depending on the actual number of renewals. With that qualification, they are guaranteed for the three-year policy period 2020, 2021 and 2022.

ACCEPTANCE

The City of Sheboygan agrees to continue as a member of CVMIC for the policy years 2020, 2021 and 2022 as outlined in Option 1 X (\$125,000) [or] as outlined in Option 2 _____ (\$150,000) (*please indicate*) at the corresponding guaranteed premiums set forth on the previous page.

ACCEPTED AND AGREED TO this _____ day of _____, 2019.
City of Sheboygan

By _____
Michael J. Vandersteen Name

Its _____
Mayor Title

ATTEST: _____
Meredith DeBruin, City Clerk





City of Sheboygan
ANNUAL PREMIUMS
 Policy Years 2020, 2021, 2022

ATTACHMENT ONE

- **Coverage includes:**
 - General Liability
 - Auto Liability
 - Excess Liability
 - Public Officials Liability
 - Law Enforcement Liability
- **Self-Insured Retention ("SIR")** is available at several levels.
- **Limits of Liability:**
 - \$5,000,000 per occurrence excess of SIR.
- **Defense Costs are included in the SIR.**

ANNUAL PREMIUMS:

(SIR) Occurrence/Aggregate

	<u>Current SIR</u>	<u>Optional SIR</u>
	\$125,000	\$150,000
<u>Policy Year</u>	<u>Option 1</u>	<u>Option 2</u>
2020	\$102,671	\$98,564
2021	\$105,413	\$101,196
2022	\$107,521	\$103,220

NOTE: The premiums stated herein are based on an expected number of renewals and are subject to review, depending on the actual number of renewals. With that qualification, they are guaranteed for the three-year policy period 2020, 2021 and 2022.

ACCEPTANCE

The City of Sheboygan agrees to continue as a member of CVMIC for the policy years 2020, 2021 and 2022 as outlined in Option 1 (\$125,000) [or] as outlined in Option 2 (\$150,000) (*please indicate*) at the corresponding guaranteed premiums set forth on the previous page.

ACCEPTED AND AGREED TO this 21st day of August, 2019.
City of Sheboygan

By Michael J. Vandersteen
Michael J. Vandersteen Name

Its Mayor
Title

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk



VIII

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

Your Committee to whom was referred Res. No. 61-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the City of Sheboygan Falls; 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

4.4

Res. No. 61 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the City of Sheboygan Falls.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Service Between the City of Sheboygan and the Village of Sheboygan Falls, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement for Transit Services.

William Novak
James A. Bohren

*Finance + Personnel
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

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE CITY OF SHEBOYGAN FALLS**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the City of SHEBOYGAN FALLS, a Wisconsin city with principal offices located at 375 Buffalo Street, Sheboygan Falls, Wisconsin, hereinafter referred to as SHEBOYGAN FALLS;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, SHEBOYGAN FALLS seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within SHEBOYGAN FALLS; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to SHEBOYGAN FALLS.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to SHEBOYGAN FALLS as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in SHEBOYGAN FALLS in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of SHEBOYGAN FALLS. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to SHEBOYGAN FALLS.

2. FARE STRUCTURE

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE

SHEBOYGAN FALLS agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. SHEBOYGAN FALLS agrees to make quarterly

payments in four equal amounts during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice SHEBOYGAN FALLS for such payments prior to each date.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to SHEBOYGAN FALLS.

6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within SHEBOYGAN FALLS, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of SHEBOYGAN FALLS, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If SHEBOYGAN FALLS terminates this agreement, SHEBOYGAN FALLS will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES

SHEBOYGAN shall, on an annual basis, determine the local share responsibility for SHEBOYGAN FALLS. This amount will be based on the level of service desired by SHEBOYGAN FALLS for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to SHEBOYGAN FALLS for 2019 is \$35,178. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify SHEBOYGAN FALLS during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 20th DAY OF June, 2018.

CITY OF SHEBOYGAN FALLS

CITY OF SHEBOYGAN

BY: Shad Tenpas

BY: _____

Name: Shad Tenpas

Name: _____

Title: City Administrator

Title: _____

ATTEST:

ATTEST:

Alyssa Walford

Name: Alyssa Walford

Name: _____

Title: City Clerk

Title: _____

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE CITY OF SHEBOYGAN FALLS**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the City of SHEBOYGAN FALLS, a Wisconsin city with principal offices located at 375 Buffalo Street, Sheboygan Falls, Wisconsin, hereinafter referred to as SHEBOYGAN FALLS;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, SHEBOYGAN FALLS seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within SHEBOYGAN FALLS; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to SHEBOYGAN FALLS.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to SHEBOYGAN FALLS as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in SHEBOYGAN FALLS in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of SHEBOYGAN FALLS. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to SHEBOYGAN FALLS.

2. FARE STRUCTURE

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE

SHEBOYGAN FALLS agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. SHEBOYGAN FALLS agrees to make quarterly

payments in four equal amounts during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice SHEBOYGAN FALLS for such payments prior to each date.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to SHEBOYGAN FALLS.

6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within SHEBOYGAN FALLS, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of SHEBOYGAN FALLS, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE

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10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If SHEBOYGAN FALLS terminates this agreement, SHEBOYGAN FALLS will agree to pay for pro-rated service costs up to and including the last day of service.

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The local share for the service level provided to SHEBOYGAN FALLS for 2019 is \$35,178. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify SHEBOYGAN FALLS during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 20th DAY OF June, 2019.

CITY OF SHEBOYGAN FALLS

BY: Shad Tenpas

Name: Shad Tenpas

Title: City Administrator

ATTEST:

Alyssa Walford

Name: Alyssa Walford

Title: City Clerk

CITY OF SHEBOYGAN

BY: Michael Vandersteen

Name: MICHAEL VANDERSTEEN

Title: MAYOR

ATTEST:

Meredith Bruin

Name: Meredith Bruin

Title: City Clerk

ATTACHMENT A

City of Sheboygan (Shoreline Metro) Service Agreement
Village of SHEBOYGAN FALLS Level of Service

1. FIXED ROUTE - Weekdays (Monday through Friday)

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	4	5:45 a.m.	:60 min.	75%
		6:45 a.m.	:60 min.	75%
		11:15 a.m.	:60 min.	75%
		5:45 p.m.	:60 min.	75%
20 South	4	9:15 a.m.	:60 min.	75%
		1:15 p.m.	:60 min.	75%
		3:45 p.m.	:60 min.	75%
		7:45 p.m.	:60 min.	75%

2. FIXED ROUTE - Saturdays

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	3	9:15 a.m.	:60 min.	75%
		12:15 p.m.	:60 min.	75%
		3:15 p.m.	:60 min.	75%
20 South	4	11:15 a.m.	:60 min.	75%
		1:15 p.m.	:60 min.	75%

3. PARATRANSIT - Weekdays (Monday through Friday)

Service shall be provided from 5:45 a.m. to 8:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

4. PARATRANSIT - Saturdays

Service shall be provided from 7:45 a.m. to 5:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

NOTES:

- No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.

ATTACHMENT B

**City of Sheboygan (Shoreline Metro) Service Agreement
Current Schedule of Bus Fares and Media**

Adult

Cash Fare.....\$1.75 per trip
Token.....\$13.00 (pack of 10)

Student

Cash Fare.....\$1.75 per trip
Token.....\$11.00 (pack of 10)

Senior Citizen/Disabled

Cash Fare.....\$0.85 per trip
Punch Pass\$8.50 (10 rides)

All Customers

Monthly Pass.....\$48.00
Day Pass\$3.00
Children Under 5 years of ageFREE w/ Fare Paying Adult

NOTES:

- Children under 5 years of age may ride free when accompanied by a fare paying adult passenger.
- Students must be under high school age or younger enrolled full time at a primary or secondary school.
- Senior citizens and individuals with a disability may ride at the reduced fare upon presentation of proper identification recognized by Shoreline Metro. Identification cards are available for eligible disabled customers.
- Transfers between routes at the Transfer Station are available without charge. One transfer will be allowed for each paid fare. Transfers are for immediate use and cannot be used at any other location along the route.

VIII

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

Your Committee to whom was referred Res. No. 64-19-20 by Alderpersons Sorenson and Mitchell declaring the City of Sheboygan's intent to continue to perform electrical inspections; 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

4.7

Res. No. 64 - 19 - 20. By Alderpersons Sorenson and Mitchell.
August 5, 2019.

A RESOLUTION declaring the City of Sheboygan's intent to continue to perform electrical inspections.

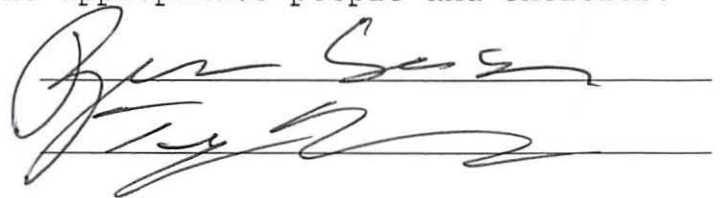
WHEREAS, for many years, the City of Sheboygan (the "City") has performed electrical inspections throughout the City; and

WHEREAS, the Council believes that local electrical inspection is in the best interest of the City; and

WHEREAS, pursuant to Wis. Admin. Code SPS 316.011(1)(a), for the City to continue handling electrical inspections of certain public places, such as public buildings and places of employment, the City must comply with a number of requirements, including notifying the department of safety and professional services of its intent to continue to handle these electrical inspections.

NOW, THEREFORE, BE IT RESOLVED: That the City has done electrical inspections for many years, and affirmatively asserts its intent to continue doing electrical inspections to the fullest extent permitted, including those addressed by Wis. Admin. Code SPS 316.011(1)(a).

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to express this intent to the appropriate people and entities.



LKPS
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. August 19, 2019.

Your Committee to whom was referred Res. No. 65-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; 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

4.8

Res. No. 65 - 19 - 20. By Alderpersons Wolf and Sorenson. August 5, 2019.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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.

*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

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 9, 2019 and ends at 3:00 p.m. on June 9, 2020.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1st of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of August, 2018.

City of Sheboygan

Michael J. Vandersteen, Mayor

Meredith De Bruin, City Clerk

Elwood H. May Environmental Park Assoc.



David Kuckuk, Director

Sheboygan Area School District



Seth Harvantine, Superintendent

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 9, 2019 and ends at 3:00 p.m. on June 9, 2020.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1st of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

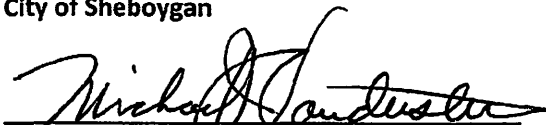
General Provisions

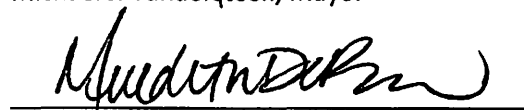
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42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this 21 day of August, 2019.

City of Sheboygan

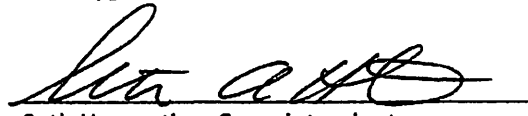

Michael J. Vandersteen, Mayor


Meredith De Bruin, City Clerk

Elwood H. May Environmental Park Assoc.


David Kuckuk, Director

Sheboygan Area School District


Seth Harvantine, Superintendent
Harvantine

IV

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

Your Committee to whom was referred Gen. Ord. No. 14-19-20 by Alderpersons Donohue and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works Table of Organization; recommends 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

~~X~~

6.2

Gen. Ord. No. 14 - 19 - 20. By Alderpersons Donohue and Bohren.
August 5, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled "List of Classes and Class Specifications" is hereby amended so that Section B.2 of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

Class Title	Class Grade	No. of Employees
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B. DEPARTMENT OF PUBLIC WORKS

DELETE:

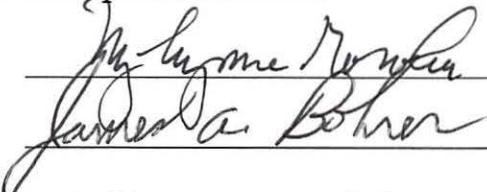
2. Maintenance Worker I	MWI	1.0
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ADD:

2. Maintenance Worker II	MWII	1.0
Maintenance Worker I	MWI	0.5

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 and attached revised job descriptions shall be in effect from and after its passage and publication.

*Finance & Personnel
adopt.*



 James A. Bohren

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

MAINTENANCE WORKER I

POSITION PURPOSE



CITY OF SHEBOYGAN

Our Mission is to provide residents, the business community, and visitors with fiscally responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

Our Vision is to be a family-oriented and prosperous community with a wide variety of housing, business, cultural, and recreation opportunities in safe and attractive neighborhoods.

Our Values guide all actions and reflect what we require of our employees and expect from our elected officials. These core values set the high standard to which we expect to be measured.

Our Culture promotes an experience that is fast-paced, challenging and unpretentious while providing high-quality, meaningful services for the citizens of the City of Sheboygan.



GENERAL PURPOSE OF POSITIONS

City of Sheboygan employees uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan through these essential competencies:

- Respect
- Accountability
- Teamwork
- Innovation
- Fiscal Responsibility
- Service

Respect: Treating people with dignity and an attitude of caring and understanding. Showing genuine consideration for others. Valuing each individual as an individual.

Accountability: This value reflects our first and most important responsibility. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, accountability, and integrity.

Teamwork: We are a team that emphasizes high levels of trust, full cooperation, and a commitment to thorough, effective communications within our city organization. We encourage employees to exercise independent judgment in meeting customer needs through professional behavior always consistent with our values.

Innovation: We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop, and deploy leading edge technology, employee development programs, and process improvement tools.

Fiscal Responsibility: Proper use of public resources is a trust we continually guard. In management of this trust, we must avoid even the appearance of impropriety. In management of public funds, we constantly strive for the greatest possible efficiency, effectiveness, and quality outcome.

Service: Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

MAINTENANCE WORKER I

POSITION PURPOSE



DEPARTMENT OF PUBLIC WORKS

The Department of Public works is responsible for providing quality infrastructure that conveys safe, efficient delivery of essential goods and services, providing clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life and delivers professional quality public service with a friendly and welcoming atmosphere.

Statement of Purpose

To provide products and services that meet the requirements of the City of Sheboygan, the affiliated organizations, and the public in such a manner that is easy to understand, access, and use.

Staff Expectations

The foremost item in every employee's job description is to handle problems and adversity with a positive attitude. That includes personal conflicts with others in the organization, design flaws in procedures, system breakdowns, and all the other many mess ups and frustrations that can happen in this agency. All staff needs to help smooth the rough spots instead of making them worse through negativity. Staff needs to figure out a way to be in control, composed, and genuinely friendly. Never treat customers as if they were one more problem or as if you are not pleased to have them here.

Equal Opportunity Employer

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer in compliance with the Americans with Disabilities Act, and the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



MAINTENANCE WORKER I

POSITION PURPOSE



POSITION DESCRIPTION



Title:	Maintenance Worker I
Direct Supervisor:	Superintendent
Department:	Department of Public Works
Version Date:	March 4, 2019
Salary Grade:	MWI Step 1
FLSA Status:	Non-Exempt

Position Summary

Under general supervision, performs semi-skilled, skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation and routine maintenance of trucks and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

Essential Duties & Responsibilities

1. Performs semi-skilled and unskilled labor duties in the construction, repair, and maintenance of infrastructure and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Participates in the inspection and maintenance of all storm and sanitary sewers, catch basins, manholes, culverts, other drainage related areas, and other public works projects.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, and removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

Supervisory Responsibilities

There are no supervisory responsibilities for this position.

Qualification Requirements

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

MAINTENANCE WORKER I

POSITION PURPOSE



Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

Education & Experience

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

Pre-Employment

Job offers for this position are contingent on the individual passing a pre-employment drug screen and background check.

Language Skills

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

Mathematical Skills

Ability to provide basic addition, subtraction, multiplication, division mathematical functions efficiently.

Reasoning Ability

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

MAINTENANCE WORKER I

POSITION PURPOSE



Other Information

This job description includes the major duties and responsibilities of the job and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the purpose of my position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan.

Employee Name: _____ Date: _____

Employee Signature: _____

MAINTENANCE WORKER I POSITION PURPOSE



YEARLY PERFORMANCE EVALUATION



Employee Name:

Performance Period:

1. Employee to review the following by reading (aloud):
 - a. City's Mission, Vision, and Values
 - b. Six essential competencies needed to fulfill the purpose of the position
 - c. Your department's Mission, Vision, and Values
2. Do you understand the purpose of your position?
3. Does your performance meet the expectations identified in the six main principles of the city's strategic plan and these essential competencies:
 - a. Respect
 - b. Accountability
 - c. Teamwork
 - d. Innovation
 - e. Fiscal Responsibility
 - f. Service
4. If yes, what actions are you going to continue? If no, what modifications are you going to make in order to meet the expectations of your position?



MAINTENANCE WORKER II

POSITION PURPOSE



CITY OF SHEBOYGAN

Our Mission is to provide residents, the business community, and visitors with fiscally responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

Our Vision is to be a family-oriented and prosperous community with a wide variety of housing, business, cultural, and recreation opportunities in safe and attractive neighborhoods.

Our Values guide all actions and reflect what we require of our employees and expect from our elected officials. These core values set the high standard to which we expect to be measured.

Our Culture promotes an experience that is fast-paced, challenging and unpretentious while providing high-quality, meaningful services for the citizens of the City of Sheboygan.



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- Respect
- Accountability
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- Innovation
- Fiscal Responsibility
- Service

Respect: Treating people with dignity and an attitude of caring and understanding. Showing genuine consideration for others. Valuing each individual as an individual.

Accountability: This value reflects our first and most important responsibility. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, accountability, and integrity.

Teamwork: We are a team that emphasizes high levels of trust, full cooperation, and a commitment to thorough, effective communications within our city organization. We encourage employees to exercise independent judgment in meeting customer needs through professional behavior always consistent with our values.

Innovation: We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop, and deploy leading edge technology, employee development programs, and process improvement tools.

Fiscal Responsibility: Proper use of public resources is a trust we continually guard. In management of this trust, we must avoid even the appearance of impropriety. In management of public funds, we constantly strive for the greatest possible efficiency, effectiveness, and quality outcome.

Service: Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

MAINTENANCE WORKER II

POSITION PURPOSE



DEPARTMENT OF PUBLIC WORKS

The Department of Public works is responsible for providing quality infrastructure that conveys safe, efficient delivery of essential goods and services, providing clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life and delivers professional quality public service with a friendly and welcoming atmosphere.

Statement of Purpose

To provide products and services that meet the requirements of the City of Sheboygan, the affiliated organizations, and the public in such a manner that is easy to understand, access, and use.

Staff Expectations

The foremost item in every employee's job description is to handle problems and adversity with a positive attitude. That includes personal conflicts with others in the organization, design flaws in procedures, system breakdowns, and all the other many mess ups and frustrations that can happen in this agency. All staff needs to help smooth the rough spots instead of making them worse through negativity. Staff needs to figure out a way to be in control, composed, and genuinely friendly. Never treat customers as if they were one more problem or as if you are not pleased to have them here.

Equal Opportunity Employer

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer in compliance with the Americans with Disabilities Act, and the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



MAINTENANCE WORKER II

POSITION PURPOSE



POSITION DESCRIPTION



Title:	Maintenance Worker II
Direct Supervisor:	Superintendent - WWPT
Department:	Department of Public Works – Waste Water Treatment
Version Date:	March 4, 2013
Salary Grade:	MWII
FLSA Status:	Non-Exempt

Position Summary

Under general supervision, performs semi-skilled, skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation and routine maintenance of trucks and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

Essential Duties & Responsibilities

1. Performs semi-skilled and unskilled labor duties in the construction, repair, and maintenance of infrastructure and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Participates in the inspection and maintenance of all storm and sanitary sewers, catch basins, manholes, culverts, other drainage related areas, and other public works projects.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, and removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

Supervisory Responsibilities

There are no supervisory responsibilities for this position.

Qualification Requirements

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

MAINTENANCE WORKER II

POSITION PURPOSE



Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

Education & Experience

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

Pre-Employment

Job offers for this position are contingent on the individual passing a pre-employment drug screen and background check.

Language Skills

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

Mathematical Skills

Basic knowledge of basic mathematical principles.

Reasoning Ability

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

MAINTENANCE WORKER II

POSITION PURPOSE



Other Information

This job description includes the major duties and responsibilities of the job and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the purpose of my position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan.

Employee Name: _____ Date: _____

Employee Signature: _____

MAINTENANCE WORKER II

POSITION PURPOSE



YEARLY PERFORMANCE EVALUATION



Employee Name:

Performance Period:

1. Employee to review the following by reading (aloud):
 - a. City's Mission, Vision, and Values
 - b. Six essential competencies needed to fulfill the purpose of the position
 - c. Your department's Mission, Vision, and Values
2. Do you understand the purpose of your position?
3. Does your performance meet the expectations identified in the six main principles of the city's strategic plan and these essential competencies:
 - a. Respect
 - b. Accountability
 - c. Teamwork
 - d. Innovation
 - e. Fiscal Responsibility
 - f. Service
4. If yes, what actions are you going to continue? If no, what modifications are you going to make in order to meet the expectations of your position?



II

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

Submitting a communication from Rhode Dales, LLP filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Sheboygan (3820 N. 13th Street - Tax Parcel No. 59024346190).

Cory Plax

CITY CLERK

AUG 6 '19 PM 4:07

RohdeDales LLP
Attorneys and Counselors

August 6, 2019

David O. Gass
K. Allan Voss
Anthony J. Resimius
Ryan J. Zinkel
Kyle G. Borkenhagen
Stephanie E. Malis
Lili Clare Behm
R. T. Melzer
William P. Te Winkle
Eldon L. Bohrofen

VIA HAND DELIVERY

City of Sheboygan
City Clerk, Meredith DeBruin
606 N. 9th St.
Sheboygan, WI 53081

Town of Sheboygan
Town Clerk, Peggy Fischer
1512 N. 40th St.
Sheboygan, WI 53081

*Re: Petition for Annexation
Tax Parcel No. 59024346190*

Dear Clerks:

Enclosed for filing please find a Petition for Annexation for the property referenced above. We have also filed the required Request for Annexation Review with the WI Dept. of Administration. If you have any questions or need anything further, please advise.

Sincerely yours,



Stephanie J. Baus
Paralegal

SJB

Enclosures

909 N. 8th St.
Ste. 100
Sheboygan, WI
53081

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

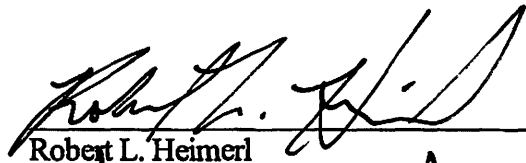
**PETITION FOR ANNEXATION OF LANDS
TO THE CITY OF SHEBOYGAN
DIRECT ANNEXATION BY UNANIMOUS CONSENT**

TO: City of Sheboygan

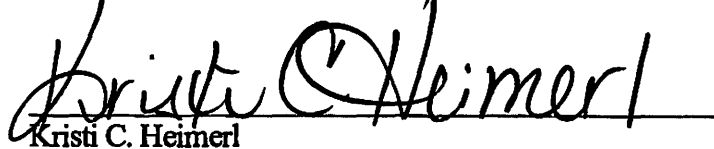
1. Pursuant to Section 66.0217 of the Wisconsin State Statutes, I/we the undersigned, being the sole owner(s) and elector(s) of the land described in Exhibit "A" attached hereto, petition for Direct Annexation by Unanimous Consent of the land described in said Exhibit "A" from the Town of Sheboygan in Sheboygan County, Wisconsin, to the City of Sheboygan, Sheboygan County, Wisconsin.
 2. The population of said land is 3. The number of electors that reside on the lands to be annexed is 2.
 3. Said land is contiguous to the City of Sheboygan and is presently part of the Town of Sheboygan, in Sheboygan County, Wisconsin.
 4. I/We, the undersigned request that upon annexation, the land as described in Exhibit "A" be zoned as SR-3 (Suburban Residential).
 5. Area of lands to be annexed contains 2.11 acres.
 6. Tax Parcel number(s) of lands to be annexed: 59024346190.
- Attach a copy of a complete legal description of the property.
 - Attach a copy of a scale map of the property.
 - Attach a copy of the most recent real estate tax bill.

Dated this 30 day of July, 2019

PROPERTY OWNER SIGNATURE(S):



Robert L. Heimerl



Kristi C. Heimerl

EXHIBIT A

LEGAL DESCRIPTION

Commencing 332.0 feet East and 1,273.8 feet North of the Southwest corner of the East one-half of the Northeast Quarter of Section 10, Township 15 North, Range 23 East, thence Southeasterly 245.0 feet to a point in the Northwesterly line of highway 1,139.8 feet North and 526.4 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence Northeasterly along the said Northwesterly line of the highway 33.0 feet to a point 1,158.9 feet North and 554.8 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence North parallel with the West line of the said East Half of the Northeast Quarter to the Pigeon River, thence upstream along the Pigeon River to a point 332.0 feet East of the West line of the said East Half of the Northeast Quarter, thence South to beginning, being a part of the East Half of the Northeast Quarter, Section 10, Town 15 North, Range 23 East.

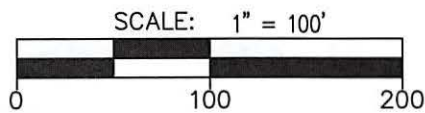
For Informational Purposes:

Property Address: 3820 N. 13th Street, Sheboygan, WI 53081

Tax Key No.: 59024346190

CITY OF SHEBOYGAN

TOWN OF SHEBOYGAN



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8/27/2019

C:\BOB\Home Address\Site\MP.dwg

REAL ESTATE PROPERTY TAX BILL FOR 2018

TOWN OF SHEBOYGAN

Total Due For Full Payment

Bill #: 695
Parcel #: 59024346190
Alt. Parcel #:

To view payments, property information, and maps go to treasurer.sheboygancounty.com

By January 31, 2019
\$3,756.00

-- OR --

Pay First Installment

By January 31, 2019
\$1,819.32

HEIMERL, ROBERT L
HEIMERL, KRISTI C
3820 N 13TH ST
SHEBOYGAN WI 53083-2945

Make Check Payable and Mail to:
TOWN OF SHEBOYGAN
DARLA FREE, TREASURER
1512 N 40TH STREET
SHEBOYGAN WI 53081
920-451-2320



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates	Times	Bank Collection Site	Bank Collection Hours
Town of Sheboygan	Mondays	7:00 to 4:00	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
Town Hall	Tuesdays	7:00 to 5:00	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
	Wednesdays	7:00 to 4:00	655 S Taylor Drive, Sheboygan	No Sat collection.
	Thursdays	7:00 to 4:00	604 N 8th Street, Sheboygan	No Drive-thru Payments.
	Fridays	Closed	3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30, 12/25/18, 01/01/19 and 01/21/19.

Other Drop Off Sites: None
Drop Box: In front of Town Hall at 1512 N 40th Street
Dates Municipality Closed: 12/24/18, 12/25/18, 12/31/18 and 01/01/19
Online Payments: Not available
Other Information:
Telephone: 920-451-2320



STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2018
TOWN OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 695

SEQ# 844

Correspondence should refer to parcel number
PARCEL#: 59024346190

Property Address
3820 N 13TH ST

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Avg. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes
92,200	125,600	217,800	0.9195	100,300	136,600	236,900	
Taxing Jurisdiction	2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax	
STATE OF WISCONSIN				0.00		3,943.10	
SHEBOYGAN COUNTY	506,391	499,240	1,298.38	1,315.22	1.3%	First Dollar Credit	-69.74
TOWN OF SHEBOYGAN	239,313	235,741	562.76	485.68	-13.7%	Lottery Credit	-169.36
SHEBOYGAN	18,683,484	18,699,192	1,898.01	1,904.39	0.3%	Net Property Tax	3,704.00
LTC	859,231	859,573	186.96	188.94	1.1%	RECYCLING	52.00
TWN OF SHEBOYGAN DIST. #2			18.10	18.18	0.4%		
TWN OF SHEBOYGAN DIST. #3			30.66	30.69	0.1%		
Total	20,288,419	20,293,746	3,994.87	3,943.10	-1.3%		
	First Dollar Credit		70.79	69.74	-1.5%		
	Lottery & Gaming Credit		123.89	169.36	36.7%		
	Net Property Tax		3,800.19	3,704.00	-2.5%		
TOTAL DUE FOR FULL PAYMENT						\$ 3,756.00	
PAY BY January 31, 2019							

School taxes reduced by school levy tax credit \$ 459.29

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect credits)
0.018104222

HEIMERL, ROBERT L
HEIMERL, KRISTI C
3820 N 13TH ST
SHEBOYGAN WI 53083-2945

1604398 1852/386 ACRES: 2.110
SEC 10, T 15 N, R 23 E
PRT E1/2 NE1/4, SEC 10, COM
332'E & 1273.8'N OF SW COR,
SD E1/2, TH SELY 245'TO PNT IN
NWLY LN OF HWY 1139.8'N &
526.4'E OF SW COR SD E1/2,
Total
Additional Taxes 183,388.00
Total Additional Taxes Applied to Property 57.80
Year Increase Ends 2037

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases
Taxing Jurisdiction
SHEBOYGAN

RETAIN THIS PORTION AS YOUR COPY
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:
1819.32 DUE BY 01/31/2019
1936.68 DUE BY 07/31/2019

PA-6653 (R. 6-15)

TOWN OF SHEBOYGAN
DARLA FREE, TREASURER
1512 N 40TH STREET
SHEBOYGAN WI 53081

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
SHEBOYGAN, WI
PERMIT 116

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner Information

Name: **ROBERT L. AND KRISTI C. HEIMERL**

Address: **3820 N. 13TH ST.**

SHEBOYGAN, WI 53083

Email: **RHEIMERL@ABACUSARCHITECTS.NET**

Office use only:

1. Town where property is located: **TOWN OF SHEBOYGAN**

2. Petitioned City or Village: **CITY OF SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **3**

5. Area (in acres) of the territory to be annexed: **2.11**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **59024346190**

Petitioners phone:

920-452-4444

Town clerk's phone:

920-451-2320

City/Village clerk's phone:

920-459-3361

Contact Information if different than petitioner:

Representative's Name and Address:

DAVID GASS

ROHDE DALES LLP

909 N. 8TH ST., SUITE 100

SHEBOYGAN, WI 53081

Phone: **920-458-5501**

E-mail: **DGASS@ROHDEDALES.COM**

Surveyor or Engineering Firm's Name & Address:

ABACUS ARCHITECTS, INC.

1135A MICHIGAN AVE.

SHEBOYGAN, WI 53081

ATTN: WAYNE SEIFERT

Phone: **920-452-4444**

E-mail:

WSEIFERT@ABACUSARCHITECTS.NET

Required Items to be provided with submission (to be completed by petitioner):

1. Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
 - Unanimous per s. 66.0217 (2), or,
 - OR
 - Direct by one-half approval per s. 66.0217 (3)
5. Check or money order covering review fee [see next page for fee calculation]

(2012)

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$350 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$600 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$950 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: _____

Payee: _____

Check Number: _____

Check Date: _____

Amount: _____

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

- State the purpose of the petition: -Direct annexation by unanimous approval; OR
-Direct annexation by one-half approval; OR
-Annexation by referendum.
- Petition must be signed by: -All owners and electors, if by unanimous approval.
-See 66.0217 (3) (a), if by one-half approval.
-See 66.0217 (3) (b), if by referendum.
- State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR
- If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.
- The land may NOT be described only by: -Aliquot part;
-Reference to any other document (plat of survey, deed, etc.);
-Exception or Inclusion;
-Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

- The map shall be an *accurate reflection* of the legal description of the parcel being annexed. As such, it must show:
-A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
-Bearings and distances along all parcel boundaries as described.
-All adjoiners as referenced in the description.
- The map must include a **graphic scale**.
- The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.
- If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by s. 66.0217 (4).
- If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

II

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

Submitting a claim from Jon Erlie for alleged damages to his vehicle when it was struck by a City garbage truck.

Finance
Personnel

CITY CLERK

DATE RECEIVED

8-13-19

RECEIVED BY

AUG 13 '19 AM 9:30

MKC

CLAIM NO.

9-19

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: Jon Erlie
2. Home address of Claimant: 541 Humboldt Ave
3. Home phone number: 920.918.3436
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 7.26.2019 @ 9:34 am
6. Where did damage or injury occur? (give full description) Damage occurred in front of my home on Humboldt Ave
7. How did damage or injury occur? (give full description) City garbage truck backed up into my vehicle on the driver side door tearing a hole into the door and damaging the sill on the inside of the vehicle on the driver side door
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: Authorities informed that the city employees informed the authorities after damage occurred
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

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

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

Auto: \$ \$3051.37 and \$2485.85 2 estimates

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ \$3051.37 and \$2485.85 2 estimates

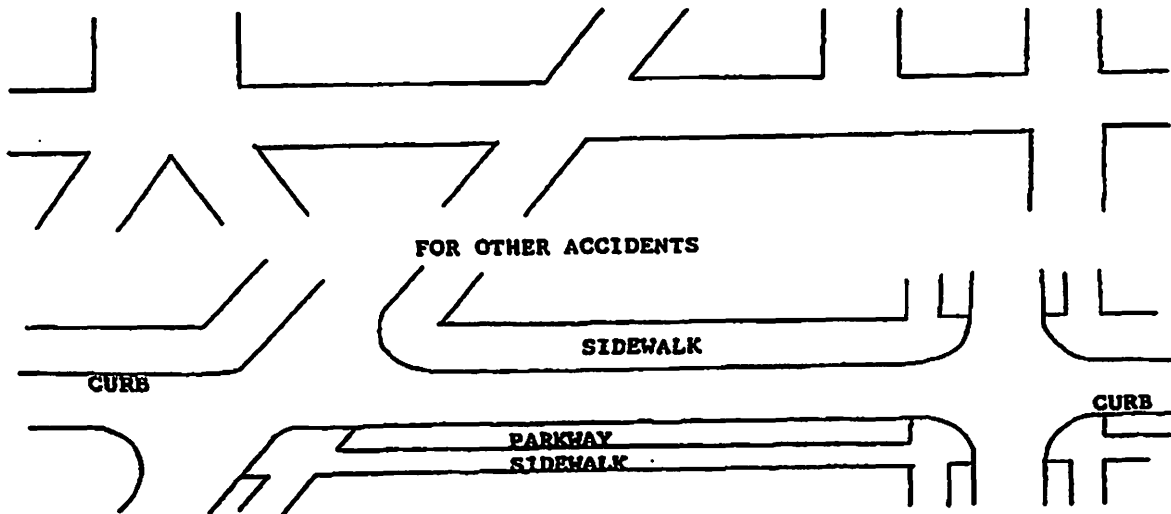
Damaged vehicle (if applicable)

Make: Subaru Model: Legacy Year: 2015 Mileage: 99,800

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 Jon Erlin DATE 8.11.2019

DATE RECEIVED

8-13-19

RECEIVED BY

MTC

CLAIM NO.

9-19

CLAIM

Claimant's Name: Jon Erlie
 Claimant's Address: 541 Humboldt Ave
 Claimant's Phone No. 920.918.3436

Auto \$ \$2485.85
 Property \$ _____
 Personal Injury \$ _____
 Other (Specify below) \$ \$264.40 (Rental Car)
TOTAL \$ \$2750.25

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 \$ \$2750.25.

SIGNED

Jon Erlie

DATE:

8.7.2019

ADDRESS:

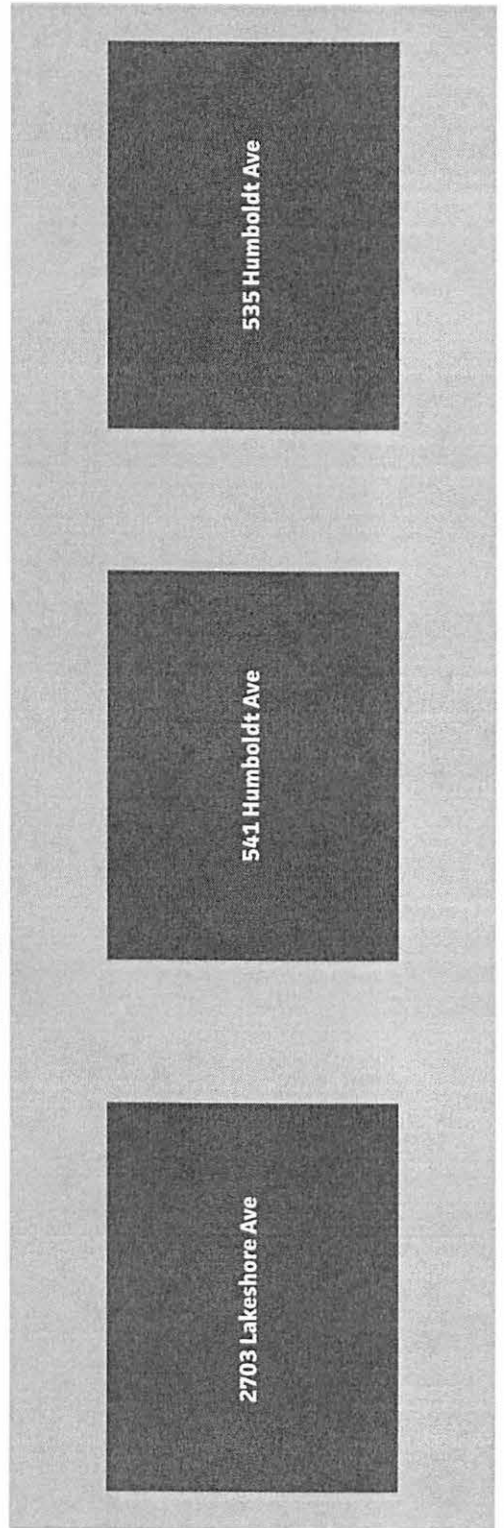
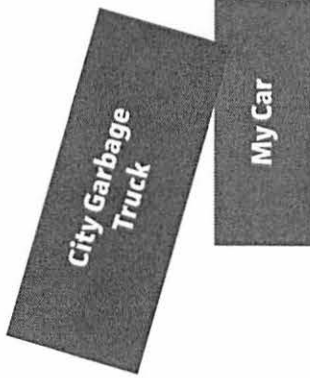
541 Humboldt Ave

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

Lakeshore Ave



Humboldt Ave



Jon Eilan

8.11.2019

Rental Details

DATES & TIMES

Fri, Aug 16, 2019 @ 12:00 PM

Fri, Aug 23, 2019 @ 12:00 PM

[MODIFY](#)

PICK-UP & RETURN LOCATION

Sheboygan

3060 S Business Dr

Sheboygan, WI 53081

[MODIFY](#)

ADDITIONAL DETAILS

Renter Age: 25+

Corporate Account Number Or Promotion Code: -

[MODIFY](#)

Full Size Car

Ford Fusion or similar

Automatic



VEHICLE

Time & Distance 1 Week(s) @ \$ 235.01 / Week

Unlimited Mileage

[MODIFY](#)

\$ 235.01

Included

EXTRAS

-

[ADD](#)

TAXES & FEES

STATE RENTL VEH FEE (5.0%)

TITLE/REGISTRAT FEE

SALES TAX (5.5%)

[LEARN MORE](#)

\$ 11.96

\$ 4.27

\$ 13.16

ESTIMATED TOTAL

\$ 264.⁴⁰

DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0026
OFFICE: 920-458-6111 FAX: 920-451-8198

*** PRELIMINARY ESTIMATE ***

07/26/2019 01:26 PM

Owner

Owner: JON ERLIEN
Address: 541 HUMBOLDT
AV
City State Zip: Sheboygan, WI 53081

Work/Day: (920)918-3436
Home/Evening:
FAX:

Inspection

Inspection Date: 07/26/2019 01:27 PM

Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Appraiser License # :

Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Contact:
Work/Day: (920)458-6111
Work/Day:

Target Complete Date/Time:

Days To Repair: 6

Vehicle

2015 Subaru Legacy 2.5i Premium 4 DR Sedan
4cyl Gasoline 2.5
Continuously Variable Tr

Lic.Plate: 222 XAY
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: SILVER
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 4S3BNBC68F3033809
Mileage: 99,530
Mileage Type: Actual
Code: F2304A
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Bucket Seats
Cross Traffic Alert
Dual Airbags
Floor Mats
Heated Power Mirrors
Intermittent Wipers
Leather Shift Knob

2nd Row Head Airbags
Alarm System
Auto Headlamp Control
Center Console
Cruise Control
Dual Zone Auto A/C
Head Airbags
High Definition Radio
Keyless Entry System
Leather Steering Wheel

AM/FM CD Player
Aluminum/Alloy Wheels
Auxiliary Audio Input
Chrome Grille
Daytime Running Lights
Electric Steering
Heated Front Seats
Illuminated Visor Mirror
LED Brakelights
Lighted Entry System

MP3 Decoder	Overhead Console	Pelvic Airbags
Power Brakes	Power Door Locks	Power Drivers Seat
Power Windows	Projector Beam Headlamps	Pwr Driver Lumbar Supp
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

Damages

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings								
1	RI	1006	Mldg,Rocker Panel LT	R & I Assembly			0.4	SM
Front Body And Windshield								
2	BR	103	13 Fender,Front LT	Blend Refinish 0.9 Blend 0.6 Two-stage setup 0.4 Two-stage			1.9	RF
Front Doors								
3	EU	207	Door Assembly,Front LT	Replace Recycled	\$725.00*	+25.00	3.2	SM
4	L	207	Door Shell,Front LT	Refinish 2.1 Surface 1.0 Edge 0.6 Two-stage			3.7	RF
5	RI	241	W/Strip,Belt Outer LT	R & I Assembly			INC	SM
6	RI	237	Pnl,Inner Door Trim LT	R & I Assembly			INC	SM
7	RI	229	Housing,Mirror Outer LT	R & I Assembly			INC	SM
8	RI	215	Glass,Front Door T LT	R & I Assembly			1.0*	SM
9	RI	227	Handle,Front Door Otr LT	R & I Assembly			INC	SM
Rear Doors								
10	BR	287	Door Shell,Rear LT	Blend Refinish 0.7 Blend 0.4 Two-stage			1.1	RF
11	RI	325	W/Strip,Belt Outer LT	R & I Assembly			1.0	SM
12	RI	305	Handle,RR Door Outer LT	R & I Assembly			0.6	SM
Quarter And Rocker Panel								
13	I	187	07 Pnl,Rocker Upper LT	Repair			3.0*	SM
14	L	187	Pnl,Rocker Upper LT	Refinish 1.7 Surface 0.3 Two-stage			2.0	RF
Manual Entries								
15	EC	M14	Corrosion Protection	Replace Economy			0.2*	RF
16	EC	M17	Cover Car Exterior	Replace Economy	\$5.00*			RF
17	SB	M60	Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
17	Items							

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts				\$730.00	
Paint & Materials	8.9 Hours @	\$40.00		\$356.00	
Line Item Markup				\$181.25	
Parts & Material Total					\$1,267.25
Tax on Parts & Material		@ 5.500%			\$69.70

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	6.2	3.0	9.2	\$552.00
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$60.00	8.9		8.9	\$534.00
Labor Total				18.1 Hours	\$1,086.00
Tax on Labor		@ 5.500%			\$59.73
Sublet Repairs					\$3.00
Tax on Sublet		@ 5.500%			\$0.17
Gross Total					\$2,485.85
Net Total					\$2,485.85

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 Rate Name Default

Audatex Estimating 8.0.757 ES 07/26/2019 01:33 PM REL 8.0.757 DT 07/01/2019 DB 07/15/2019
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2.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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



Audatex

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.

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DEAN'S AUTO BODY, INC.

Workfile ID:

12463c03



We Have the Means for All Your Body Needs!

1407 N 29TH ST, SHEBOYGAN, WI 53081

Phone: (920) 457-5494

FAX: (920) 457-6495

Preliminary Estimate

Customer: Erlien, Jon

Written By: Phil Black

Insured: Erlien, Jon

Policy #:

Claim #:

Type of Loss: Liability

Date of Loss:

Days to Repair: 0

Point of Impact: 09 Left T-Bone (Left Side)

Owner:

Erlien, Jon

541 Humboldt Ave

Sheboygan, WI 53081

(920) 918-3436 Cell

Inspection Location:

DEAN'S AUTO BODY, INC.

1407 N 29TH ST

SHEBOYGAN, WI 53081

Repair Facility

(920) 457-5494 Business

Insurance Company:

VEHICLE

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

VIN: 4S3BNBC68F3033809

Interior Color:

Mileage In: 99,829

Vehicle Out:

License: 222XAX

Exterior Color: Silver

Mileage Out:

State: WI

Production Date: 11/2014

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: Erlien, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
1		FRONT BUMPER						
2	R&I	R&I bumper cover				1.3		
3		FRONT LAMPS						
4	R&I	LT Headlamp assy w/o auto hi-beam				0.4		
5	Repl	Aim headlamps		1		0.5		
6		FENDER						
7	Blnd	LT Fender Legacy					1.0	
8	R&I	LT Fender Inler Legacy				0.4		
9		PILLARS, ROCKER & FLOOR						
10	R&I	LT Rocker molding primed				1.1		
11	*	Rpr LT Rocker panel				<u>4.0</u>	2.5	
		Note: Possable Hiddend damage. Inspect at time of repairs and Mldg. removed						
12		Add for Clear Coat					1.0	
13	Repl	LT Rocker molding fastener	909130118	5	9.65			
14	Repl	LT Rocker molding retainer	909140055	5	18.75			
15	Repl	LT Rocker molding clip	91111AL44A	5	9.70			
16	R&I	LT Front sill plate w/o chrome insert				0.2		
17	Repl	LT Rocker molding grommet	909130117	5	10.85			
18	R&I	LT Rear sill plate				0.3		
19	R&I	LT Lwr ctr plr trim				0.6		
20	Blnd	LT Center pillar					1.0	
21		FRONT DOOR						
22	Repl	LT Door shell Legacy	60009AL11A9P	1	649.95	5.4	3.0	
23		Overlap Major Adj. Panel					-0.4	
24		Add for Clear Coat					0.5	
25	R&I	LT Door w'strip				Incl.		
26	R&I	LT W'strip on body				0.3		
27	Repl	LT Lower w'strip	63511AL10A	1	4.82	Incl.		
28	Repl	LT Black out tape front	90422AL17A	1	1.98	Incl.		
29	R&I	LT Upper molding				0.3		
30	Repl	LT Black out tape rear	90422AL21A	1	4.62	Incl.		
31	R&I	LT Belt molding				Incl.		
32	R&I	LT R&I mirror				Incl.		
33	R&I	LT Door glass Subaru				Incl.		
34	R&I	LT Run w'strip				Incl.		
35	R&I	LT Window regulator w/o auto up/down				Incl.		
36	R&I	LT Fixed glass Subaru				Incl.		
37	R&I	LT Glass w'strip				Incl.		
38	*	R&I LT Front guide				<u>Incl.</u>		
39	R&I	LT Door check				Incl.		

Preliminary Estimate

Customer: Erlie, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

40	R&I	LT Handle, outside w/o Smart key, w/o chrome paint to mtch				Incl.		
41	*	R&I	LT Cyl & keys w/o Smart key			Incl.		
42		R&I	LT Lock assy w/o Smart key			Incl.		
43	REAR DOOR							
44		R&I	LT R&I door assy			1.0		
45		Blnd	LT Door shell Legacy				1.0	
46		R&I	LT Belt w'strip Legacy			0.3		
47		Repl	LT Stone guard	91163AL05A	1	3.47	0.3	
48		R&I	LT R&I trim panel				0.4	
49	MISCELLANEOUS OPERATIONS							
50	#	Subl	Hazardous waste removal		1	6.00 T		
51	#	Repl	Cover Car		1	8.00 T	0.2	
52	#	Refn	Corrosion protection (repair area)				0.2	
53	#	Rpr	Set Up & ruff Pull LT Side Unibody				1.5 F	
54	#	Rpr	Tape Up Vin tag & Other info tags				0.5	
55	#	Repl	Cavity Wax Protection to repaired inside panels		1	10.00	0.2	
					SUBTOTALS		737.79	19.2
							9.8	

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			723.79
Body Labor	17.7 hrs @	\$ 60.00 /hr	1,062.00
Paint Labor	9.8 hrs @	\$ 60.00 /hr	588.00
Frame Labor	1.5 hrs @	\$ 75.00 /hr	112.50
Paint Supplies	9.8 hrs @	\$ 40.00 /hr	392.00
Miscellaneous			14.00
Subtotal			2,892.29
Sales Tax	\$ 2,892.29 @	5.5000 %	159.08
Grand Total			3,051.37

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

Preliminary Estimate

Customer: Erlen, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARL7527, CCC Data Date 07/01/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Preliminary Estimate

Customer: Erlien, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

ALTERNATE PARTS USAGE

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

VIN: 4S3BNBC68F3033809	Interior Color:	Mileage In: 99,829	Vehicle Out:
License: 222XAX	Exterior Color: Silver	Mileage Out:	
State: WI	Production Date: 11/2014	Condition:	Job #:

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

II

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

Submitting a claim from Eugene O. Kohls for alleged damages to his vehicle when it was struck by a City garbage truck.

Finances
Personnel

CITY CLERK

AUG 14 '19 PM 12:14

DATE RECEIVED 8-14-19

RECEIVED BY MKC

CLAIM NO. 10-19

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: Eugene O Kohls
- 2. Home address of Claimant: 2030 N 28th St Sheboygan, WI 53081
- 3. Home phone number: 920-452-3124
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 8-6-19 10:48 AM

6. Where did damage or injury occur? (give full description) _____

7. How did damage or injury occur? (give full description) on 2315 Lenz Ct
56 ft E. of N. 15th St (House/Building 2315)
See Acc Report C19-15690

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: Per Acc Report Kyle J. Thomas - Garbage Truck Driver

(b) Claimant's statement of the basis of such liability: Per SPD Acc Report C19-15690

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

(a) Public property alleged to be dangerous: _____

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

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~~ Garbage Tax Stuck Vehicle Damage to
Right Side Middle + Mirror.

11. Name and address of any other person injured: No Injuries

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

Auto:	\$ <u>2,994.⁰³</u>	+ temporary substitute vehicle costs.
Property:	\$ _____	
Personal injury:	\$ _____	while vehicle is getting fixed. \$40.00/day x 5 days
Other: (Specify below)	\$ _____	
TOTAL		\$ <u>2994.⁰³</u>

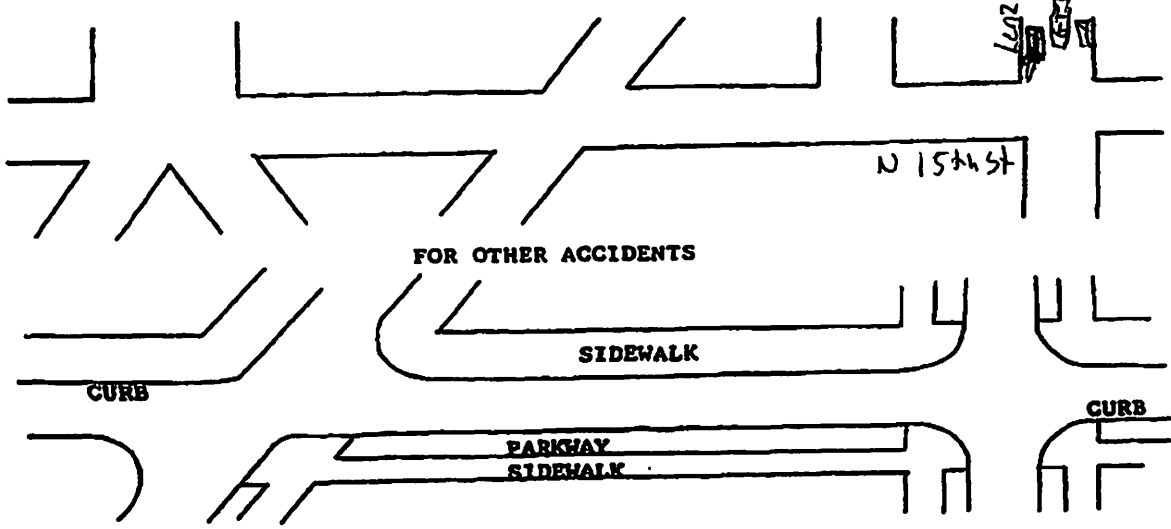
Damaged vehicle (if applicable)

Make: Buick Model: Rendezvous Year: 2005 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: Riding on Exterior of Garbage Tax - Jason J Bill

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 Eugene O. Woods DATE 8/13/19

DATE RECEIVED 8-14-19

RECEIVED BY MKC

CLAIM NO. 10-19

CLAIM

Claimant's Name:	<u>Eugene Kohls</u>	Auto	\$ <u>2994.03</u>
Claimant's Address:	<u>2030 N. 28th St</u>	Property	\$ _____
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920 452-3124</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>2994.03</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 \$ 2994.03.

SIGNED Eugene D. Kobols DATE: 8/13/19

ADDRESS: 2030 N. 28th Sheboygan

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

G7L0DDT5LH
C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

G7L0DDT5LH

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER TRISHA SAEGER	
Crash Date 08/06/2019		Crash Time 10:48 AM		Date Arrived 08/06/2019		Time Arrived 11:06 AM	
Date Notified 08/06/2019		Time Notified 10:48 AM		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 type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

Diagram	Reconstruction By
	Photos By SAEGER 287
	Additional Information PHOTOS

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 WAS DRIVING WESTBOUND, ON THE GARBAGE ROUTE, IN THE 1400 BLOCK OF LENZ CT. THIS ROADWAY IS A ONE WAY ROAD FOR WESTBOUD TRAFFIC, AND ALLOWS FOR PARKING ON BOTH SIDES OF ROAD. UNIT 1 HAD STOPPED FOR STOP SIGN, FACING WEST, AND PROCEEDED TO MAKE A RIGHT TURN ONTO N 15TH ST, FROM LENZ CT. UNIT 1'S LEFT SIDE REAR STEP, STRUCK THE PASSENGER FRONT DOOR FOR UNIT 2. UNIT 2 WAS LEGALLY PARKED ON THE SOUTH SIDE OF LENZ CT. ANOTHER VEHICLE WAS PARKED ON THE NORTH SIDE OF LENZ CT. DUE TO THE PARKED VEHICLES, THE ROADWAY WAS NARROW FOR ANY WEST BOUND THROUGH VEHICLES.

G7L0DDT5LH

C19-15690

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT

1315 N 23RD ST

SHEBOYGAN, WI 53081

(920) 459-3333

Location

ON 2315 LENZ CT 56 FT E OF N 15TH ST (HOUSE/BUILDING 2315)	Latitude 43.76999032	Longitude -87.724291524
	X Coordinate 441706.625	Y Coordinate 4846581.5
IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Structure Type HOUSE/BUILDING	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision 05--SIDESWIPE/SAME DIRECTION		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK		
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements		
	Total Occs 2	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0		
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre CrashTire Mark	Speed Limit 25	Total Lanes 2		
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way ONE-WAY TRAFFIC		Traffic Control STOP SIGN		Traffic Control Inoperative/Missing NO		
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL		
	Truck Bus or HazMat NO						
	UNIT	Vehicle					
		License Plate Number 88070		Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES	
Vehicle Identification Number 3BPZL50X1DF176541		Make PETERBILT MOTORS CO	Year 2013	Model TRUCK			
Color WHI - WHITE		Body Style CB - CAB CHASSIS		Bus Use NOT A BUS			
Initial Contact Point 5--RIGHT REAR CORNER		Vehicle Damage					
Extent Of Damage NO DAMAGE		NO DAMAGE					

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C19-15690

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT

1315 N 23RD ST

SHEBOYGAN, WI 53081

(920) 459-3333

UNIT VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR	
	What Driver Was Doing RIGHT TURN		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions NO CONTRIBUTING ACTION			
01	Owner Name SHEBOYGAN CITY (920) 459-3333		Owner Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US	
	Sequence Of Events			
01	Event MOTOR VEH IN TRANSPORT			
	Event PARKED MOTOR VEHICLE			
	Event			
	Event			
UNIT	Policy Holder			
	Insurance Company SELF-INSURED		Government SHEBOYGAN CITY	
UNIT INDIVIDUAL	Individual			
	Driver KYLE JOE THOMAS (920) 980-1273		Citations Issued 0	Sex MALE
	Address 10 SOUTH ST PLYMOUTH, WI 53073 , US		Date of Birth 10/09/1981	Race WHITE
			Driver License Number T5205108136908 STATE: WISCONSIN COUNTRY: UNITED STATES	
01	Safety Equipment		On Duty Crash	
	Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY		Safety Equipment SHOULDER & LAP BELT	
	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
	Injury		Airbag	
Injury Severity NO APPARENT INJURY		NON DEPLOYED		
Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED	
Medical Transport NOT TRANSPORTED		EMS Agency Identifier		EMS Run #
Hospital		Date of Death		Time of Death
Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		
Distracted By Action NOT DISTRACTED				

G7L0DDT5LH
C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT INDIVIDUAL	<i>Non Motorist</i> Striking Unit #		Location		
	Prior Action				
	Action				
	Action Other			To/From School	
	<i>Drug & Alcohol</i> Suspected Alcohol Use		Suspected Drug Use		
	NO		NO		
	Alcohol Test Given		Alcohol Test Type		Alcohol Test Results
	TEST NOT GIVEN				
	Drug Test Given		Drug Test Type	Drug Test Results	
	TEST NOT GIVEN				
01 INDIVIDUAL	Drug Type				
	Individual Condition				
	APPEARED NORMAL				
	<i>Individual</i>				
	Passenger		Citations Issued	Sex	
	JASON JAE BRILL		0	MALE	
	(920) 287-4010		Date of Birth	Race	
			03/10/1992	WHITE	
	Address		Driver License Number		
	310 S PERSHING ST		B6404309209009		
SHEBOYGAN, WI 53083 , US		STATE: WISCONSIN COUNTRY: UNITED STATES			
01 INDIVIDUAL	<i>Safety Equipment</i> On Duty Crash		Safety Equipment		
	Seat Position		NOT APPLICABLE		
	RIDING ON VEHICLE EXTERIOR (NON-TRAILIN				
	Helmet Use		Helmet Compliance		
	Eye Protection		Tint Compliance		
	<i>Injury</i> Injury Severity		Airbag		
	NO APPARENT INJURY		NON DEPLOYED		
	Ejected	Ejection Path	Trapped/Extricated		
	NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED		
	Medical Transport		EMS Agency Identifier	EMS Run #	
NOT TRANSPORTED					
Hospital		Date of Death	Time of Death		
<i>Distracted By</i> Distracted By Source					
Distracted By Action					
<i>Non Motorist</i> Striking Unit #		Location			

G7L0DDT5LH
C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT INDIVIDUAL 01 002	Prior Action		
	Action		
	Action Other		To/From School
	Drug & Alcohol	Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition APPEARED NORMAL		

Unit Summary

UNIT 02	Unit Status LEGALLY PARKED	Vehicle Operating As Classification	Unit Type AUTOMOBILE		
	Vehicle Type (SPORT) UTILITY VEHICLE	Operating As Endorsements			
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A	Total Lanes
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT	Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way ONE-WAY TRAFFIC	Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO		
	Surface Type CONCRETE	Road Curvature STRAIGHT	Road Grade LEVEL		
	Truck Bus or HazMat NO				

UNIT VEHICLE 02	Vehicle			
	License Plate Number 720ANP	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 3G5DA03E55S500281	Make BUICK	Year 2005	Model RENDEZVOUS
	Color BLU - BLUE	Body Style LL - CARRYALL	Bus Use NOT A BUS	
	Initial Contact Point 3--RIGHT SIDE MIDDLE	Vehicle Damage		
	Extent Of Damage MINOR DAMAGE	3--RIGHT SIDE MIDDLE		
	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR		

G7L0DDT5LH
C19-15690

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT	VEHICLE	What Driver Was Doing LEGALLY PARKED	Vehicle Factors
		Driver Prior Action Other	NOT APPLICABLE
02	02	Driver Actions NO CONTRIBUTING ACTION	
		Owner Name EUGENE O KOHLS (920) 452-3124	Owner Address 2030 N 28TH ST SHEBOYGAN, WI 53081 , US
Sequence Of Events			
UNIT	04	01	Event MOTOR VEH IN TRANSPORT
		02	Event PARKED MOTOR VEHICLE
		03	Event
		04	Event
Policy Holder			
Insurance Company MADISON-MUTUAL-INSURANCE-CO		Individual EUGENE KOHLS	

Blasiolah
~~Azotah?~~
Jason - DPW

Jason, blasiola@sheboyganwi.gov

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 ***

08/13/2019 01:56 PM

Owner

Owner: EUGENE KOHLS
Address: 2030 N. 28TH
City State Zip: Sheboygan, WI 53081

Work/Day: (920)452-3124
FAX:

Inspection

Inspection Date: 08/13/2019 01:56 PM
Primary Impact: Right Front Corner

Inspection Type:
Secondary Impact:

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com

Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
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: 4

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Rendezvous CX 4 DR Wagon
6cyl Gasoline 3.4
4 Speed Automatic

Lic.Plate: 720ANR
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: STORM GREY
Ext. Refinish: Two-Stage
Ext. Paint Code: 391E

Lic State: WI
VIN: 3G5DA03E55S500281
Mileage: 73,349
Mileage Type: Actual
Code: S7103A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

AM/FM CD Player
Bodyside Cladding
Cruise Control
Fog Lights

Air Conditioning
Bucket Seats
Dual Airbags
Garage Door Opener

Alarm System
Center Console
Fender Flares
Intermittent Wipers

Keyless Entry System	Leather Steering Wheel	Lighted Entry System
OnStar System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Roof/Luggage Rack
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Tutone Paint	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
------	----	-------	----	-------------	--------------	-------	------	----	-------	---

Stripes And Mouldings

1	E	325	#	Mldg,Rocker Panel RT # = 02, 46	88952288 GM Part	\$659.20			0.2	SM
2	E	262	46	Cladding,Front Door RT	88951958 GM Part	\$627.53			0.5	SM
3	L	262		Cladding,Front Door RT	Refinish 1.0 Surface 0.2 Two-stage				1.2	RF

Front Bumper

4	N	6		Front Bumper Cover R&I	Additional Labor				3.0	SM
5	I	6		Cover,Front Bumper	Repair				2.0*	SM
6	L	6	13	Cover,Front Bumper	Refinish 2.7 Surface 0.6 Two-stage setup 0.5 Two-stage				3.8	RF

Wheels

7	E	939	46	Wheel,Front RT >> N85//9597129	12490098 GM Part	\$218.95*			0.0*	SM
---	---	-----	----	-----------------------------------	------------------	-----------	--	--	------	----

Front Doors

8	E	230	46	Mirror,Outer R/C RT	15213868 GM Part	\$281.83			0.7	SM
---	---	-----	----	---------------------	------------------	----------	--	--	-----	----

Manual Entries

9	L			Cover Car Exterior	Refinish	\$5.00*				SM
10	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
11	SB			Wheel Balance	Sublet Repair	\$15.00*				SM
				>> RF						
12	L			Flex Additive	Refinish	\$6.00*				SM
13	SB			4Wheel Alignment	Sublet Repair	\$82.95*				SM
14	EC			All Season RF	Replace Economy	\$118.37*				SM
				>> FIRESTONE ALL SEASON 22560R17 #19364114						
				>> Tire Rack						
				>> South Bend IN (800) 445-0179						

14 Items

MC	Message
02	PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$1,787.51
Other Parts	\$129.37
Paint & Materials	5.0 Hours @ \$40.00 \$200.00

Parts & Material Total \$2,116.88
Tax on Parts & Material @ 5.500% \$116.43

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	1.4	5.0	6.4	\$384.00
Mech/Elec (ME)	\$120.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$60.00	5.0		5.0	\$300.00

Labor Total 11.4 Hours \$684.00

Tax on Labor @ 5.500% \$37.62

Sublet Repairs \$102.95

Tax on Sublet @ 5.500% \$5.66

Gross Total \$3,063.54

Net Total \$3,063.54 **TOTAL LOSS**

Alternate Parts Y/04/00/00/04/04 CUM 04/00/00/04/04 Zip Code: 53081 Default
 OEM Part Prices DT 08/13/2019 01:56 PM EstimateID 590615835408605184 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.643 ES 08/13/2019 02:10 PM REL 8.0.643 DT 04/01/2019 DB 08/01/2019
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1.3 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 | ^ = 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 |



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ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

*** PRELIMINARY ESTIMATE ***

08/12/2019 09:01 AM

Owner

Owner: GENE KOHLS
Address:

Work/Day: (920)452-3124

Inspection

Inspection Date: 08/12/2019 09:01 AM
Primary Impact: Right Front Side

Inspection Type:
Secondary Impact:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Rendezvous CX 4 DR Wagon
6cyl Gasoline 3.4
4 Speed Automatic

Lic.Plate: 720-ANP
Lic Expire:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 3G5DA03E55S500281
Mileage Type: Actual
Code: S7103A
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player
Bodyside Cladding
Cruise Control
Fog Lights
Keyless Entry System
OnStar System
Power Door Locks
Power Windows
Rear Window Wiper/Washer
Tachometer
Tinted Glass

Air Conditioning
Bucket Seats
Dual Airbags
Garage Door Opener
Leather Steering Wheel
Overhead Console
Power Mirrors
Privacy Glass
Rem Trunk-L/Gate Release
Theft Deterrent System
Tutone Paint

Alarm System
Center Console
Fender Flares
Intermittent Wipers
Lighted Entry System
Power Brakes
Power Steering
Rear Window Defroster
Roof/Luggage Rack
Tilt Steering Wheel
Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	E	325	02	Midg,Rocker Panel RT	88952288 GM Part	\$659.20		0.2	SM
2	L	325		Midg,Rocker Panel RT	Refinish 0.6 Surface			0.6	RF
3	E	262		Cladding,Front Door RT	88951958 GM Part	\$627.53		0.5	SM
4	L	262		Cladding,Front Door RT	Refinish 1.0 Surface 0.2 Two-stage			1.2	RF
Front Bumper									
5	N	6		Front Bumper Cover R&I	Additional Labor			3.0	SM
6	I	6		Cover,Front Bumper	Repair			1.5*	SM
7	L	6	13	Cover,Front Bumper	Refinish 2.7 Surface 0.6 Two-stage setup 0.5 Two-stage			3.8	RF
Wheels									
8	EC	558		Wheel,Front RT	Replace Economy	\$191.00*		0.2	SM
Front Suspension									
9	N	974		Suspension Align,Frt	Additional Labor			0.9*	ME
Front Doors									
10	EU	264		Mirror,Outer R/C RT	Replace Recycled	\$85.00*		0.7	SM
11	L	264		Mirror,Outer R/C RT	Refinish 0.5 Surface 0.1 Two-stage			0.6	RF
Manual Entries									
12	EC	M22		Tire-Right Front,Balance	Replace Economy	\$165.00*		0.3*	SM
13	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*			SM
14	L			FLEX ADDITIVE	Refinish	\$6.00*			RF
14	Items								

MC Message

02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$1,286.73
Other Parts	\$447.00
Paint & Materials	6.2 Hours @ \$40.00 \$248.00
Parts & Material Total	\$1,981.73
Tax on Parts & Material	@ 5.500% \$109.00

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	1.9	4.5	6.4	\$396.80
Mech/Elec (ME)	\$80.00		0.9	0.9	\$72.00
Frame (FR)	\$72.00				
Refinish (RF)	\$62.00	6.2		6.2	\$384.40

Labor Total 13.5 Hours \$853.20
Tax on Labor @ 5.500% \$46.93

Sublet Repairs		\$3.00	
Tax on Sublet	@ 5.500%	\$0.17	
Gross Total			\$2,994.03
Net Total			\$2,994.03

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
OEM Part Prices DT 08/12/2019 09:01 AM EstimateID 590179194189651968 QuotelD ****
Rate Name Default

Audatex Estimating 8.0.642 Update 5 ES 08/12/2019 09:17 AM REL 8.0.642 Update 5 DT 07/01/2019 DB 08/08/2019
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1.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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/Rebit |
| 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 |

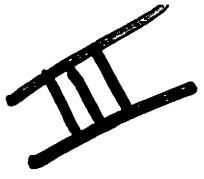


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Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
August 19, 2019.

A RESOLUTION approving an amendment to the Project Plan of Tax Incremental District No. 12, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 12 (the "District") was created by the City on February 21, 2000 as a blighted area district; and

WHEREAS, the City now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of § 66.1105, Wis. Stats. (the "Tax Increment Law"); and

WHEREAS, such Amendment will allow excess revenue to be transferred to Tax Incremental District No. 17 (the "Recipient District") as permitted under § 66.1105(6)(f)2, Wis. Stats.; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in §§ 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., Wis. Stats., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with § 66.1105(4)(f), Wis. Stats.; and

Finance Personnel

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on August 13, 2019 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan, and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District named "Tax Incremental District No. 12, City of Sheboygan" remain unchanged.
2. That this Amendment is effective as of the date of adoption of this resolution.
3. The Common Council finds and declares that:
 - (a) There are no additional improvements as a result of this amendment.
 - (b) The amount of retail business will not change as a result of this amendment.
 - (c) Under the amended Project Plan, excess tax increments will be transferred to the Recipient District.
 - (d) The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 - (e) The District has sufficient revenue to pay for all current Project Costs and has sufficient excess revenue to pay for eligible project costs of the Recipient District.
 - (f) The Recipient District is a blighted area district which qualifies it as an eligible recipient of excess revenue.

4. The Project Plan for "Tax Incremental District No. 12, City of Sheboygan" (attached as Exhibit A), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

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 5, 2019

Project Plan for the Project Plan Amendment of Tax Incremental District No. 12 In Order to Share Increment With Tax Incremental District No. 17



Organizational Joint Review Board Meeting Held:	Scheduled for: August 13, 2019
Public Hearing Held:	Scheduled for: August 13, 2019
Consideration for Adoption by Plan Commission:	Scheduled for: August 13, 2019
Consideration for Adoption by Common Council:	Scheduled for: September 3, 2019
Consideration for Approval by the Joint Review Board:	Scheduled for: TBD

Tax Incremental District No. 12 Project Plan Amendment

City of Sheboygan Officials

Common Council

Mike Vandersteen	City Mayor
Barb Felde	Council Member
Todd Wolf	Council Member
Mary Lynne Donohue	Council Member
Betty Ackley	Council Member
Markus Savaglio	Council Member
Dean Dekker	Council Member
Rose Phillips	Council Member
Ryan Sorenson	Council Member
Trey Mitchell	Council Member
Jim Bohren	Council Member

City Staff

Meredith DeBruin	City Clerk
Darrell Hofland	Administrator
Chad Pelishek	Director of Planning & Development
Marty Halverson	Finance Director
Charles C. Adams	City Attorney

Joint Review Board

City Representative
Sheboygan County
Lakeshore Technical College District
Sheboygan Area School District
Public Member

Table of Contents

EXECUTIVE SUMMARY.....	4
TYPE AND GENERAL DESCRIPTION OF DISTRICT	6
MAPS OF CURRENT DISTRICTS BOUNDARY.....	8
MAP SHOWING EXISTING USES AND CONDITIONS.....	10
EQUALIZED VALUE TEST	10
STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS	10
MAP SHOWING PROPOSED IMPROVEMENTS AND USES	10
DETAILED LIST OF UPDATED PROJECT COSTS	11
ECONOMIC FEASIBILITY STUDY, FINANCING METHODS, AND THE TIME WHEN COSTS OR MONETARY OBLIGATIONS RELATED ARE TO BE INCURRED	11
ANNEXED PROPERTY	18
PROPOSED ZONING ORDINANCE CHANGES	18
PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND CITY OF SHEBOYGAN ORDINANCES	18
RELOCATION.....	18
ORDERLY DEVELOPMENT AND/OR REDEVELOPMENT OF THE CITY OF SHEBOYGAN.....	19
LIST OF ESTIMATED NON-PROJECT COSTS	19
OPINION OF ATTORNEY FOR THE CITY OF SHEBOYGAN ADVISING WHETHER THE PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES 66.1105.....	20
CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS.....	21

SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 12 (The “TID” or “Donor District” or “District”) is an existing blighted area district, created by a resolution of the City of Sheboygan (“City”) Common Council adopted on February 21, 2000 (the “Creation Resolution”).

Type of District, Size and Location

Tax Incremental District (“TID”) No. 17 (The “Recipient District”) is an existing rehabilitation - conservation district, created by a resolution of the Common Council adopted on August 20, 2018.

Amendments

The Donor District was previously amended on August 6, 2007, whereby a resolution was adopted to add additional territory to the District, and to amend the list of projects to be undertaken. This amendment was the first of four territory amendments permitted for this District.

The Donor District was also previously amended on August 6, 2012, whereby a resolution was adopted to allow the District to share surplus increment with TID No. 6.

Purpose of this Amendment

Allow for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2.

Estimated Total Project Expenditures.

The additional project costs to be incurred under this amendment are limited to the sharing of surplus increment with the Recipient District. It is expected that the Donor District will generate approximately \$1.9 million in increment that can be shared with the Recipient District during the eligible sharing period.

Economic Development

Authorizing the Donor District to share increments with the Recipient District will provide additional resources needed to assist the Recipient District in accomplishing the economic development goals set forth in its Project Plan. Without this assistance, it is unlikely this will happen, or will happen within the timeframe, or at the levels projected. The application of the Donor District’s surplus increment, as permitted by Wisconsin Statutes, promotes the overall economic development of the City to the benefit of all overlapping taxing jurisdictions.

Expected Termination of District

The Donor District has a maximum statutory life of 27 years, and must close not later than February 21, 2027, resulting in a final collection of increment in budget year 2027. Considering only existing increment value and assuming no additional projects are undertaken the anticipated total cumulative revenues will exceed total liabilities by the year 2019, enabling the District to close eight years earlier than its maximum life. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2019 to 2027.

Summary of Findings

As required by Wisconsin Statutes Section.66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the Donor District’s Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred and/or the additional projects that need to be completed in that District to achieve the objectives of its Project Plan.
- In order to cover the increased expenses, in Recipient District, and to meet its goals, it is likely that revenue sharing from the Donor District will be necessary. Therefore, the City expects that “but for” this revenue sharing, the planned development in the Recipient District will not be fully realized.
- **That “but for” amendment of the Donor District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient District, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor District and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient District is not likely to recover its Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test continues to be satisfied. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.a.*

2. **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
- Approval of the ability to share increment with the Recipient District is necessary to enable that District to fully realize the economic benefits projected in its Project Plan. Since the Donor District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the Donor and Recipient Districts.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - Given that it is likely that the Recipient District will not achieve all of the objectives of its Project Plan or in the same manner without the ability to share in the surplus increments of the Donor District (see finding # 1), and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.c.*
4. The boundaries of the District are not being amended. At the time of creation, and any subsequent additions of territory, not less than 50%, by area, of the real property within the District, as amended, is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1.
5. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared a blighted area district based on the identification and classification of the property included within the District.
6. The Project Costs will not change as a result of this amendment.
7. There are no additional improvements as a result of this amendment.
8. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on February 21, 2000 by resolution of the Common Council. The District’s valuation date, for purposes of establishing base value, was January 1, 2000.

The District is a “Blighted Area District,” created on a finding that at least 50%, by area, of the real property within the District was blighted, as defined in Wisconsin Statutes Section 66.1105(2)(ae)1.

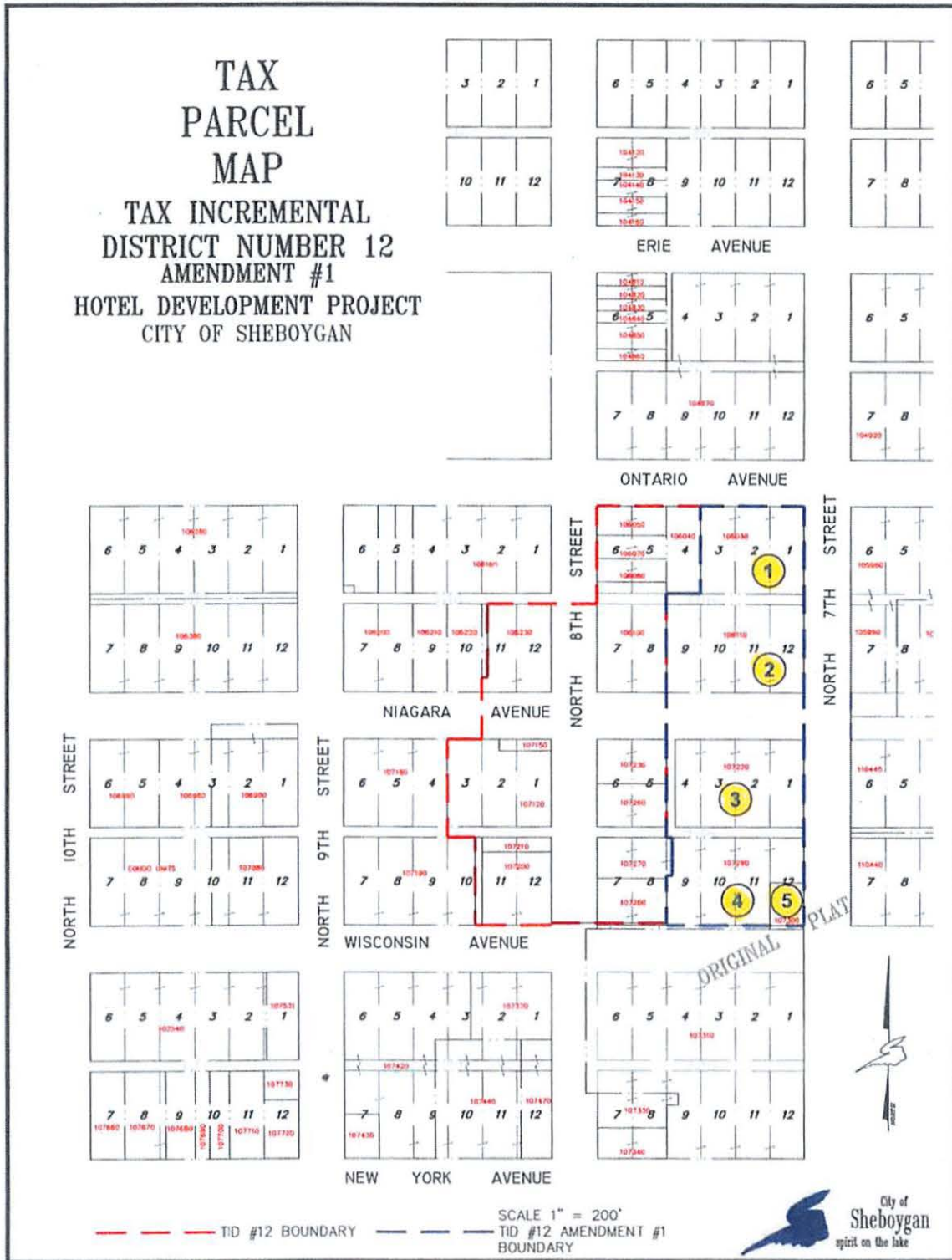
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four

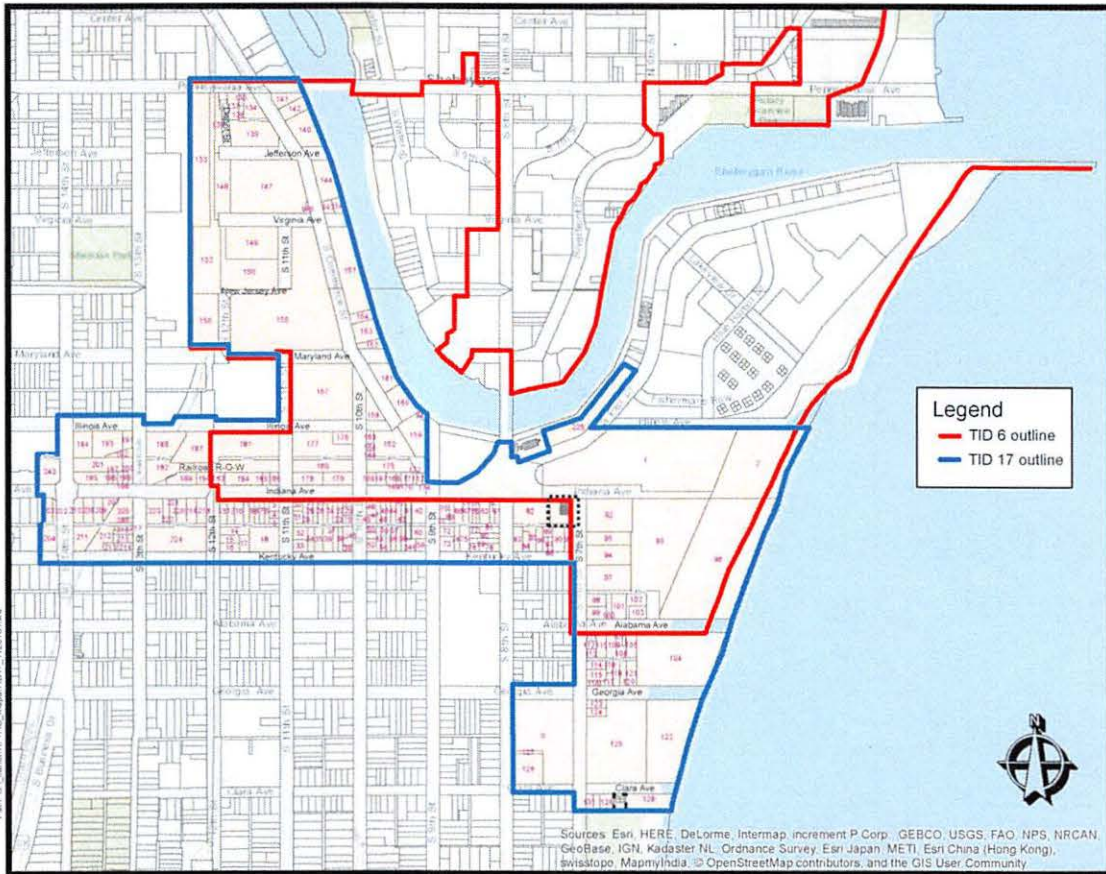
times during the life of the District. The boundaries of the Donor District have been amended once prior to this Amendment. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains a blighted area district based on the identification and classification of the property included within the District.

SECTION 3: Maps of Current Districts Boundary





Plan: G:\L\work\TID_Maps\TIDP_112818.mxd

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community

Date: 11/28/2018

SECTION 4: Map Showing Existing Uses and Conditions

There will be no change to District boundaries, nor any changes to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 5: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 6: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 7: Map Showing Proposed Improvements and Uses

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 8: Detailed List of Updated Project Costs

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

This Project Plan Amendment allows the Donor District to allocate positive tax increments to the Recipient District. The authority for this Amendment is Wisconsin Statutes Section 66.1105 which provides for the allocation of increments providing that the following are true:

- The Donor District, the positive tax increments of which are to be allocated, and the Recipient District have the same overlying taxing jurisdictions.
- The allocation of tax increments is approved by the Joint Review Board.
- The amendment takes place before collecting tax increments in excess of project costs, but not later than the allowable maximum life.
- The Exhibits following this section demonstrate that the Donor District is generating sufficient tax increments to pay for its project costs, and that surplus increments remain that can be allocated to pay some of the project costs of the Recipient District. Accordingly, the statutory criteria under which this amendment can be approved are met.

This amendment further allows for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2. The authority for this Amendment provides that the following are true:

- The Donor District cannot request or receive an extension to its maximum life.
- The Recipient District was created on a finding that not less than 50 percent, by area, of the real property within the District was in need or rehabilitation - conservation.

Development Assumptions

<div style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <h2 style="margin: 0;">City of Sheboygan, Wisconsin</h2> <h3 style="margin: 0;">Tax Increment District # 12</h3> <h4 style="margin: 0;">Development Assumptions</h4> </div>					
Construction Year		Actual	Annual Total	Construction Year	
17	2000-2016	6,347,100	6,347,100	2000-2016	17
18	2017	667,800	667,800	2017	18
19	2018		0	2018	19
20	2019		0	2019	20
21	2020		0	2020	21
22	2021		0	2021	22
23	2022		0	2022	23
24	2023		0	2023	24
25	2024		0	2024	25
26	2025		0	2025	26
Totals		<u>7,014,900</u>	<u>7,014,900</u>		

Notes:

Increment Revenue Projections

City of Sheboygan, Wisconsin									
Tax Increment District # 12									
Tax Increment Projection Worksheet									
Type of District	Blighted Area				Base Value	3,825,700			
District Creation Date	February 21, 2000				Appreciation Factor	0.00%			
Valuation Date	Jan 1,		2000		Current Tax Rate	\$24.87			
Max Life (Years)	27				Rate Adjustment Factor	0.00%			
Expenditure Period/Termination	22		2/21/2022						
Revenue Periods/Final Year	26		2027						
Extension Eligibility/Years	Yes		7		Tax Exempt Discount Rate	0.00%			
Eligible Recipient District	Yes				Taxable Discount Rate	0.00%			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
17 2000-2016	6,347,100	2017	0	6,347,100	2018	\$25.89	164,337
18 2017	677,800	2018	0	7,024,900	2019	\$24.87	174,704
19 2018	0	2019	0	7,024,900	2020	\$24.87	174,704
20 2019	0	2020	0	7,024,900	2021	\$24.87	174,704
21 2020	0	2021	0	7,024,900	2022	\$24.87	174,704
22 2021	0	2022	0	7,024,900	2023	\$24.87	174,704
23 2022	0	2023	0	7,024,900	2024	\$24.87	174,704
24 2023	0	2024	0	7,024,900	2025	\$24.87	174,704
25 2024	0	2025	0	7,024,900	2026	\$24.87	174,704
26 2025	0	2026	0	7,024,900	2027	\$24.87	174,704
Totals	7,024,900		0		Future Value of Increment		1,736,674

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin													
Tax Increment District # 12													
Cash Flow Projection Before Increment Sharing with TID 17													
Year	Projected Revenues				Expenditures					Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Exempt Computer Aid	Total Revenues	Series 2010B Taxable Series GO Bonds Dated Date: 06/23/10		Share Payments to TID #17	Total Expenditures	Annual	Cumulative	Principal Outstanding		
					Principal	Interest	Admin.						
2018	164,337	2,295	1,953	168,585	90,000	1,710	650	0	92,360	76,225	341,690	2018	
2019	174,704			174,704			650		650	174,054	515,744	2019	
2020	174,704			174,704			650		650	174,054	689,798	2020	
2021	174,704			174,704			650		650	174,054	863,852	2021	
2022	174,704			174,704			650		650	174,054	1,037,907	2022	
2023	174,704			174,704			650		650	174,054	1,211,961	2023	
2024	174,704			174,704			650		650	174,054	1,386,015	2024	
2025	174,704			174,704			650		650	174,054	1,560,069	2025	
2026	174,704			174,704			650		650	174,054	1,734,123	2026	
2027	174,704			174,704			5,650		5,650	169,054	1,903,177	2027	
Total	1,736,674	2,295	1,953	1,740,922			11,500	0	103,210			Total	
Notes:										Projected TID Closure			

City of Sheboygan, Wisconsin

Tax Increment District # 12

Cash Flow Projection After Sharing with TID 17

Year	Projected Revenues				Expenditures				Balances			Year	
	Tax Increments	Interest Earnings/ (Cost)	Exempt Computer Aid	Total Revenues	Series 2010B Taxable Series GO Bonds Dated Date: 06/23/10		Share Payments to		Total Expenditures	Annual	Cumulative		Principal Outstanding
					Principal	Interest	Admin.	TID #17					
2018	164,337	2,295	1,953	168,585	90,000	1,710	650	0	92,360	76,225	341,690		2018
2019	174,704			174,704			650	515,744	516,394	(341,690)	0		2019
2020	174,704			174,704			650	174,054	174,704	0	0		2020
2021	174,704			174,704			650	174,054	174,704	0	0		2021
2022	174,704			174,704			650	174,054	174,704	0	1		2022
2023	174,704			174,704			650	174,054	174,704	0	1		2023
2024	174,704			174,704			650	174,054	174,704	0	1		2024
2025	174,704			174,704			650	174,054	174,704	0	1		2025
2026	174,704			174,704			650	174,054	174,704	0	1		2026
2027	174,704			174,704			5,650	169,054	174,704	0	1		2027
Total	1,736,674	2,295	1,953	1,740,922			11,500	1,903,176	2,006,386				Total

Notes:

Projected TID Closure

City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection Before Dedications from TID 12 and TID 13

Year	Projected Revenues					Expenditures										Reserves								
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Grants and other Funds on hand	Total Revenues	G.O. Bond 3,360,000		G.O. Bond 3,855,000		G.O. Bond 2,925,000		G.O. Bond 1,945,000		G.O. Bond 5,175,000		Developer Incentives	Badger State Loans Development Incentive	Revolving Project Costs Loan Program	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding & Incentives	
						Dated Date: Principal	07/29/19 Interest	Dated Date: Principal	06/01/20 Interest	Dated Date: Principal	06/01/21 Interest	Dated Date: Principal	06/01/22 Interest	Dated Date: Principal	06/01/23 Interest									
2018		0.25%			0																			
2019					0																			
2020					134,379																			
2021					204,925																			
2022					117,000																			
2023					258,750																			
2024					918,367																			
2025					1,101,199																			
2026					1,287,810																			
2027					1,318,766																			
2028					1,187,705																			
2029					1,536,620																			
2030					1,586,659																			
2031					1,586,659																			
2032					1,586,659																			
2033					1,586,659																			
2034					1,586,659																			
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2039					1,586,659																			
2040					1,586,659																			
2041					1,586,659																			
2042					1,586,659																			
2043					1,586,659																			
2044					1,586,659																			
2045					1,586,659																			
2046					1,586,659																			
Total					85,984,580																			

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Projected TIC/Closures

**SECTION 10:
Annexed Property**

No territory will be added or subtracted from the District as a result of this amendment.

**SECTION 11:
Proposed Zoning Ordinance Changes**

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment.

**SECTION 12:
Proposed Changes in Master Plan, Map, Building Codes
and City of Sheboygan Ordinances**

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

**SECTION 13:
Relocation**

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes chapter 32.

**SECTION 14:
Orderly Development and/or Redevelopment of the City of
Sheboygan**

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

**SECTION 15:
List of Estimated Non-Project Costs**

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with tax incremental finance funds.

Examples would include: -

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 16:
Opinion of Attorney for the City of Sheboygan Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

August 6, 2019

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 12 Amendment

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2018				
					Percentage	
County		13,587,854			20.16%	
Technical College		2,114,616			3.14%	
Municipality		27,724,221			41.14%	
School District of Sheboygan Area		23,970,770			35.57%	
Total		67,397,461				
Revenue Year	County	Technical College	Municipality	School District of Sheboygan Area	Total	Revenue Year
2018	33,132	5,156	67,601	58,449	164,337	2018
2019	35,222	5,481	71,865	62,136	174,704	2019
2020	35,222	5,481	71,865	62,136	174,704	2020
2021	35,222	5,481	71,865	62,136	174,704	2021
2022	35,222	5,481	71,865	62,136	174,704	2022
2023	35,222	5,481	71,865	62,136	174,704	2023
2024	35,222	5,481	71,865	62,136	174,704	2024
2025	35,222	5,481	71,865	62,136	174,704	2025
2026	35,222	5,481	71,865	62,136	174,704	2026
2027	35,222	5,481	71,865	62,136	174,704	2027
	<u>350,127</u>	<u>54,489</u>	<u>714,388</u>	<u>617,670</u>	<u>1,736,674</u>	
Notes:						
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.						

III

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

A RESOLUTION approving an amendment to the Project Plan of Tax Incremental District No. 13, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 13 (the "District") was created by the City on November 21, 2005 as a blighted area district; and

WHEREAS, the City now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of § 66.1105, Wis. Stats. (the "Tax Increment Law"); and

WHEREAS, such Amendment will allow excess revenue to be transferred to Tax Incremental District No. 17 (the "Recipient District") as permitted under § 66.1105(6)(f)2, Wis. Stats.; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in §§ 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., Wis. Stats., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with § 66.1105(4)(f), Wis. Stats.; and

Finances
Personnel

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on August 13, 2019 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District named "Tax Incremental District No. 13, City of Sheboygan" remain unchanged.
2. That this Amendment is effective as of the date of adoption of this resolution.
3. The Common Council finds and declares that:
 - (a) There are no additional improvements as a result of this amendment.
 - (b) The amount of retail business will not change as a result of this amendment.
 - (c) Under the amended Project Plan, excess tax increments will be transferred to the Recipient District.
 - (d) The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 - (e) The District has sufficient revenue to pay for all current Project Costs and has sufficient excess revenue to pay for eligible project costs of the Recipient District.
 - (f) The Recipient District is a blighted area district which qualifies it as an eligible recipient of excess revenue.

4. The Project Plan for "Tax Incremental District No. 13, City of Sheboygan" (attached as Exhibit A), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

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 5, 2019

Project Plan for the Project Plan Amendment of Tax Incremental District No. 13 In Order to Share Increment With Tax Incremental District No. 17



Organizational Joint Review Board Meeting Held:	Scheduled for: August 13, 2019
Public Hearing Held:	Scheduled for: August 13, 2019
Consideration for Adoption by Plan Commission:	Scheduled for: August 13, 2019
Consideration for Adoption by Common Council:	Scheduled for: September 3, 2019
Consideration for Approval by the Joint Review Board:	Scheduled for: TBD

Tax Incremental District No. 13 Project Plan Amendment

City of Sheboygan Officials

Common Council

Mike Vandersteen	City Mayor
Barb Felde	Council Member
Todd Wolf	Council Member
Mary Lynne Donohue	Council Member
Betty Ackley	Council Member
Markus Savaglio	Council Member
Dean Dekker	Council Member
Rose Phillips	Council Member
Ryan Sorenson	Council Member
Trey Mitchell	Council Member
Jim Bohren	Council Member

City Staff

Meredith DeBruin	City Clerk
Darrell Hofland	Administrator
Chad Pelishek	Director of Planning & Development
Marty Halverson	Finance Director
Charles C. Adams	City Attorney

Joint Review Board

City Representative
Sheboygan County
Lakeshore Technical College District
Sheboygan Area School District
Public Member

Table of Contents

EXECUTIVE SUMMARY.....4

TYPE AND GENERAL DESCRIPTION OF DISTRICT6

MAPS OF CURRENT DISTRICTS BOUNDARY.....8

MAP SHOWING EXISTING USES AND CONDITIONS.....10

EQUALIZED VALUE TEST.....10

STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS10

MAP SHOWING PROPOSED IMPROVEMENTS AND USES10

DETAILED LIST OF PROJECT COSTS.....11

ECONOMIC FEASIBILITY STUDY, FINANCING METHODS, AND THE TIME WHEN COSTS OR MONETARY OBLIGATIONS RELATED ARE TO BE INCURRED11

ANNEXED PROPERTY18

PROPOSED ZONING ORDINANCE CHANGES18

PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND CITY OF SHEBOYGAN ORDINANCES18

RELOCATION.....18

ORDERLY DEVELOPMENT AND/OR REDEVELOPMENT OF THE CITY OF SHEBOYGAN.....19

LIST OF ESTIMATED NON-PROJECT COSTS19

OPINION OF ATTORNEY FOR THE CITY OF SHEBOYGAN ADVISING WHETHER THE PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES 66.1105.....20

CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS21

SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 13 (The “TID” or “Donor District” or “District”) is an existing blighted area district, created by a resolution of the City of Sheboygan (“City”) Common Council adopted on November 21, 2005 (the “Creation Resolution”).

Type of District, Size and Location

Tax Incremental District (“TID”) No. 17 (The “Recipient District”) is an existing rehabilitation - conservation district, created by a resolution of the Common Council adopted on August 20, 2018.

Amendments

The Donor District was previously amended on September 18, 2017, whereby a resolution was adopted to amend the list of projects to be undertaken.

Purpose of this Amendment

Allow for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2.

Estimated Total Project Expenditures.

The additional project costs to be incurred under this amendment are limited to the sharing of surplus increment with the Recipient District. It is expected that the Donor District will generate approximately \$6 million in increment that can be shared with the Recipient District during the eligible sharing period.

Economic Development

Authorizing the Donor District to share increments with the Recipient District will provide additional resources needed to assist the Recipient District in accomplishing the economic development goals set forth in its Project Plan. Without this assistance, it is unlikely this will happen, or will happen within the timeframe, or at the levels projected. The application of the Donor District’s surplus increment, as permitted by Wisconsin Statutes, promotes the overall economic development of the City to the benefit of all overlapping taxing jurisdictions.

Expected Termination of District

The Donor District has a maximum statutory life of 27 years, and must close not later than November 21, 2032, resulting in a final collection of increment in budget year 2033. Considering only existing increment value and assuming no additional projects are undertaken the anticipated total cumulative revenues will exceed total liabilities by the year 2019, enabling the District to close fourteen years earlier than its maximum life. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2019 to 2033.

Summary of Findings

As required by Wisconsin Statutes Section.66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the Donor District’s Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred and/or the additional projects that need to be completed in that District to achieve the objectives of its Project Plan.
- In order to cover the increased expenses, in Recipient District, and to meet its goals, it is likely that revenue sharing from the Donor District will be necessary. Therefore, the City expects that “but for” this revenue sharing, the planned development in the Recipient District will not be fully realized.
- **That “but for” amendment of the Donor District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient District, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor District and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient District is not likely to recover its Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test continues to be satisfied. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.a.*

2. **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
- Approval of the ability to share increment with the Recipient District is necessary to enable that District to fully realize the economic benefits projected in its Project Plan. Since the Donor District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the Donor and Recipient Districts.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - Given that it is likely that the Recipient District will not achieve all of the objectives of its Project Plan or in the same manner without the ability to share in the surplus increments of the Donor District (see finding # 1), and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.c.*
4. The boundaries of the District are not being amended. At the time of creation, and any subsequent additions of territory, not less than 50%, by area, of the real property within the District, as amended, is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1.
5. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared a blighted area district based on the identification and classification of the property included within the District.
6. The Project Costs will not change as a result of this amendment.
7. There are no additional improvements as a result of this amendment.
8. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on November 21, 2005 by resolution of the Common Council. The District’s valuation date, for purposes of establishing base value, was January 1, 2006.

The District is a “Blighted Area District,” created on a finding that at least 50%, by area, of the real property within the District was blighted, as defined in Wisconsin Statutes Section 66.1105(2)(ae)1.

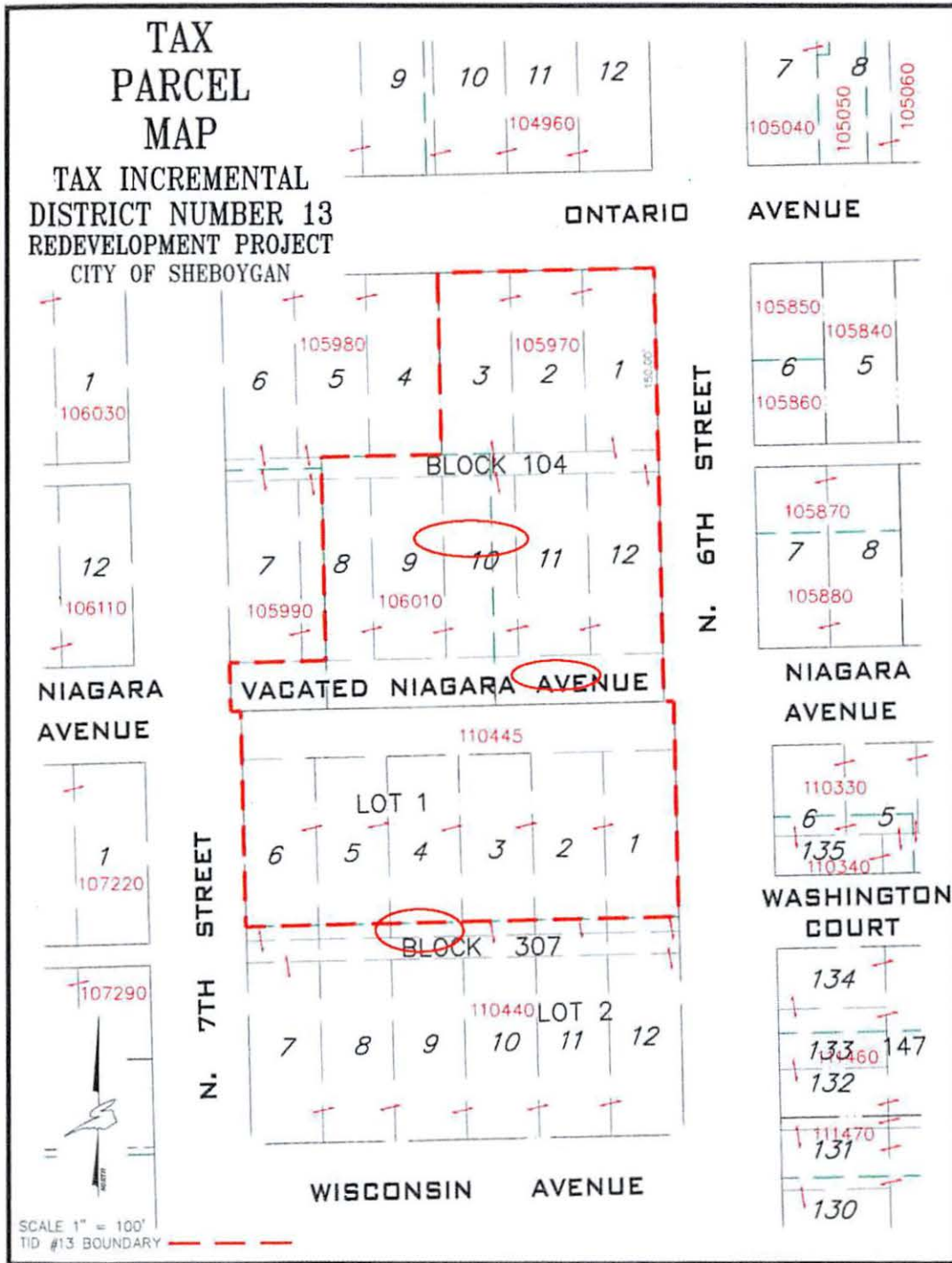
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the Donor District have not previously been

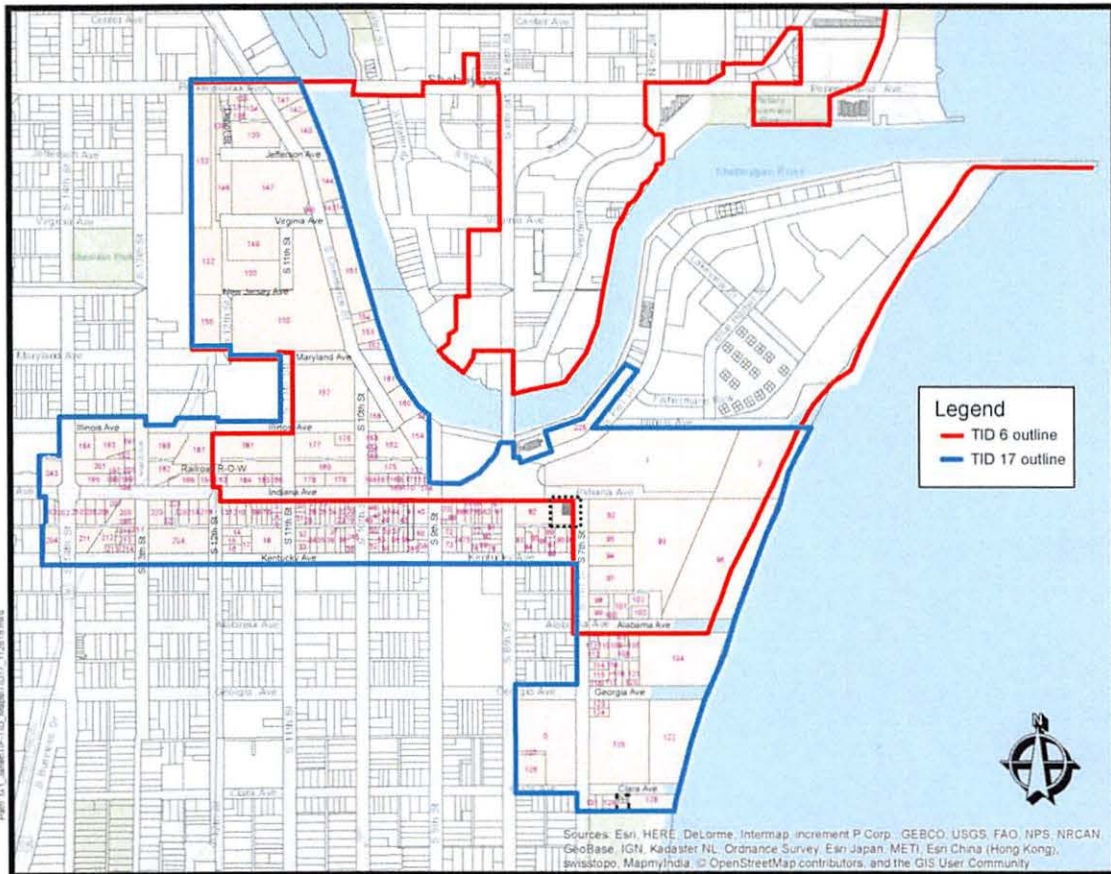
amended. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains a blighted area district based on the identification and classification of the property included within the District.

SECTION 3:
 Maps of Current Districts Boundary





Path: G:_Images\TID_Maps\TID06_122819.mxd

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Date: 11/28/2019

SECTION 4:
Map Showing Existing Uses and Conditions

There will be no change to District boundaries, nor any changes to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 5:
Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 6:
Statement of Kind, Number and Location of Proposed Public Works and Other Projects

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 7:
Map Showing Proposed Improvements and Uses

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 8: Detailed List of Project Costs

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

This Project Plan Amendment allows the Donor District to allocate positive tax increments to the Recipient District. The authority for this Amendment is Wisconsin Statutes Section 66.1105 which provides for the allocation of increments providing that the following are true:

- The Donor District, the positive tax increments of which are to be allocated, and the Recipient District have the same overlying taxing jurisdictions.
- The allocation of tax increments is approved by the Joint Review Board.
- The amendment takes place before collecting tax increments in excess of project costs, but not later than the allowable maximum life.
- The Exhibits following this section demonstrate that the Donor District is generating sufficient tax increments to pay for its project costs, and that surplus increments remain that can be allocated to pay some of the project costs of the Recipient District. Accordingly, the statutory criteria under which this amendment can be approved are met.

This amendment further allows for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2. The authority for this Amendment provides that the following are true:

- The Donor District cannot request or receive an extension to its maximum life.
- The Recipient District was created on a finding that not less than 50 percent, by area, of the real property within the District was in need or rehabilitation - conservation.

Development Assumptions

<div style="background-color: #1a3d54; color: white; padding: 10px; text-align: center;"> <h2 style="margin: 0;">City of Sheboygan, Wisconsin</h2> <h3 style="margin: 0;">Tax Increment District # 13</h3> <h4 style="margin: 0;">Development Assumptions</h4> </div>					
Construction Year		Actual	Annual Total	Construction Year	
11	2006-2016	12,800,800	12,800,800	2006-2016	11
12	2017	2,800,200	2,800,200	2017	12
13	2018		0	2018	13
14	2019		0	2019	14
15	2020		0	2020	15
16	2021		0	2021	16
17	2022		0	2022	17
18	2023		0	2023	18
19	2024		0	2024	19
20	2025		0	2025	20
21	2026		0	2026	21
22	2027		0	2027	22
23	2028		0	2028	23
24	2029		0	2029	24
25	2030		0	2030	25
26	2031		0	2031	26
Totals		<u>15,601,000</u>	<u>15,601,000</u>		

Notes:

Increment Revenue Projections

City of Sheboygan, Wisconsin								
Tax Increment District # 13								
Tax Increment Projection Worksheet								
Type of District	Blighted Area				Base Value	0		
District Creation Date	November 21, 2005				Appreciation Factor	0.00%		
Valuation Date	Jan 1,		2005		Current Tax Rate	\$24.87		
Max Life (Years)	27				Rate Adjustment Factor	0.00%		
Expenditure Period/Termination	22		11/21/2027		Tax Exempt Discount Rate	0.00%		
Revenue Periods/Final Year	26		2033		Taxable Discount Rate	0.00%		
Extension Eligibility/Years	Yes		6					
Eligible Recipient District	Yes							

Construction	Valuation	Inflation	Total					
Year	Value Added	Year	Increment	Revenue Year	Tax Rate	Tax Increment		
11	2016	12,800,800	2017	0	12,800,800	2018	\$25.89	331,434
12	2017	2,800,200	2018	0	15,601,000	2019	\$24.87	387,985
13	2018	0	2019	0	15,601,000	2020	\$24.87	387,985
14	2019	0	2020	0	15,601,000	2021	\$24.87	387,985
15	2020	0	2021	0	15,601,000	2022	\$24.87	387,985
16	2021	0	2022	0	15,601,000	2023	\$24.87	387,985
17	2022	0	2023	0	15,601,000	2024	\$24.87	387,985
18	2023	0	2024	0	15,601,000	2025	\$24.87	387,985
19	2024	0	2025	0	15,601,000	2026	\$24.87	387,985
20	2025	0	2026	0	15,601,000	2027	\$24.87	387,985
21	2026	0	2027	0	15,601,000	2028	\$24.87	387,985
22	2027	0	2028	0	15,601,000	2029	\$24.87	387,985
23	2028	0	2029	0	15,601,000	2030	\$24.87	387,985
24	2029	0	2030	0	15,601,000	2031	\$24.87	387,985
25	2030	0	2031	0	15,601,000	2032	\$24.87	387,985
26	2031	0	2032	0	15,601,000	2033	\$24.87	387,985
Totals	15,601,000	0			Future Value of Increment	6,151,214		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin											
Tax Increment District # 13											
Cash Flow Projection Before Sharing with TID 17											
Year	Projected Revenues			Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Developer Grants	Admin.	Share Payments to TID #17	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2018	331,434	1,782	333,216	390,000	650		390,650	(57,434)	220,983		2018
2019	387,985		387,985		650		650	387,335	608,318		2019
2020	387,985		387,985		650		650	387,335	995,654		2020
2021	387,985		387,985		650		650	387,335	1,382,989		2021
2022	387,985		387,985		650		650	387,335	1,770,324		2022
2023	387,985		387,985		650		650	387,335	2,157,659		2023
2024	387,985		387,985		650		650	387,335	2,544,995		2024
2025	387,985		387,985		650		650	387,335	2,932,330		2025
2026	387,985		387,985		650		650	387,335	3,319,665		2026
2027	387,985		387,985		650		650	387,335	3,707,001		2027
2028	387,985		387,985		650		650	387,335	4,094,336		2028
2029	387,985		387,985		650		650	387,335	4,481,671		2029
2030	387,985		387,985		650		650	387,335	4,869,006		2030
2031	387,985		387,985		650		650	387,335	5,256,342		2031
2032	387,985		387,985		650		650	387,335	5,643,677		2032
2033	387,985		387,985		5,650		5,650	382,335	6,026,012		2033
Total	6,151,214	1,782	6,152,996	390,000	15,400	0	405,400				Total
Notes:										Projected TID Closure	

City of Sheboygan, Wisconsin

Tax Increment District # 13

Cash Flow Projection After Sharing with TID 17

Year	Projected Revenues			Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Developer Grants	Admin.	Share Payments to TID #17	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2018	331,434	1,782	333,216	390,000	650		390,650	(57,434)	220,983		2018
2019	387,985		387,985		650	608,318	608,968	(220,983)	0		2019
2020	387,985		387,985		650	387,335	387,985	(0)	0		2020
2021	387,985		387,985		650	387,335	387,985	0	0		2021
2022	387,985		387,985		650	387,335	387,985	(0)	0		2022
2023	387,985		387,985		650	387,335	387,985	(0)	0		2023
2024	387,985		387,985		650	387,336	387,986	(0)	(0)		2024
2025	387,985		387,985		650	387,335	387,985	0	0		2025
2026	387,985		387,985		650	387,335	387,985	(0)	0		2026
2027	387,985		387,985		650	387,335	387,985	(0)	0		2027
2028	387,985		387,985		650	387,335	387,985	0	0		2028
2029	387,985		387,985		650	387,335	387,985	(0)	0		2029
2030	387,985		387,985		650	387,335	387,985	0	0		2030
2031	387,985		387,985		650	387,335	387,985	(0)	0		2031
2032	387,985		387,985		650	387,335	387,985	(0)	0		2032
2033	387,985		387,985		5,650	382,335	387,985	0	0		2033
Total	6,151,214	1,782	6,152,996	390,000	15,400	6,026,012	6,431,412				Total

Notes: Projected TID Closure

SECTION 10: Annexed Property

No territory will be added or subtracted from the District as a result of this amendment.

SECTION 11: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment.

SECTION 12: Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 13: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes chapter 32.

SECTION 14: Orderly Development and/or Redevelopment of the City of Sheboygan

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

SECTION 15: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with tax incremental finance funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 16:
Opinion of Attorney for the City of Sheboygan Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

August 6, 2019

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 13 Amendment

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:
 Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.											
Statement of Taxes Data Year:				2018	Percentage						
County				13,587,854	20.16%						
Technical College				2,114,616	3.14%						
Municipality				27,724,221	41.14%						
School District of Sheboygan Area				23,970,770	35.57%						
Total				67,397,461							
Revenue Year	County	Technical College	Municipality	School District of Sheboygan Area	Total	Revenue Year					
2018	66,820	10,399	136,337	117,879	331,434	2018					
2019	78,221	12,173	159,599	137,992	387,985	2019					
2020	78,221	12,173	159,599	137,992	387,985	2020					
2021	78,221	12,173	159,599	137,992	387,985	2021					
2022	78,221	12,173	159,599	137,992	387,985	2022					
2023	78,221	12,173	159,599	137,992	387,985	2023					
2024	78,221	12,173	159,599	137,992	387,985	2024					
2025	78,221	12,173	159,599	137,992	387,985	2025					
2026	78,221	12,173	159,599	137,992	387,985	2026					
2027	78,221	12,173	159,599	137,992	387,985	2027					
2028	78,221	12,173	159,599	137,992	387,985	2028					
2029	78,221	12,173	159,599	137,992	387,985	2029					
2030	78,221	12,173	159,599	137,992	387,985	2030					
2031	78,221	12,173	159,599	137,992	387,985	2031					
2032	78,221	12,173	159,599	137,992	387,985	2032					
2033	78,221	12,173	159,599	137,992	387,985	2033					
<table border="1" style="margin: auto;"> <tr> <td style="border: none;">1,240,133</td> <td style="border: none;">192,996</td> <td style="border: none;">2,530,327</td> <td style="border: none;">2,187,758</td> <td style="border: none;">6,151,214</td> </tr> </table>							1,240,133	192,996	2,530,327	2,187,758	6,151,214
1,240,133	192,996	2,530,327	2,187,758	6,151,214							
Notes:											
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.											

III

Res. No. _____ - 19 - 20. By Alderpersons Sorenson and Mitchell.
August 19, 2019.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$14,670 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of \$14,670, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute a 2019 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

JHB

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 Wolf and Sorenson. August 19, 2019.

A RESOLUTION authorizing the appropriate city officials to take necessary action to obtain property located at 3427 Union Avenue.

WHEREAS, the City desires to ensure the safety and efficiency of traffic upon Union Avenue west of Taylor Drive; and

WHEREAS, this section of Union Avenue runs through multiple jurisdictions, including the Village of Kohler, the Town of Sheboygan, and the City of Sheboygan; and

WHEREAS, a new hospital campus is being developed in the Village of Kohler, north of this section of Union Avenue, including a major entrance and exit to the hospital campus off of Union Avenue; and

WHEREAS, Acuity has indicated its desire to further develop its property in the City of Sheboygan, south of this section of Union Avenue, including developing a new entrance to the north end of its campus off of Union Avenue; and

WHEREAS, the property located at 3427 Union Avenue is privately owned and located within the Town of Sheboygan; and

WHEREAS, safety and efficiency concerns demand that the entrances to Aurora's property and Acuity's property are carefully designed and lined up, requiring the use of a portion of the property at 3427 Union Avenue, which is described as follows:

Commencing at a point 444.14 feet East of the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Fifteen (15) North, Range Twenty-three (23) East, thence South 392.31 feet, thence West 184 feet, thence North 392.31 feet to the North line of the said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), thence East 184 feet to the point of beginning.

also

Part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Fifteen (15) North, Range Twenty-three (23) East, described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Fifteen (15) North, Range Twenty-three (23) East, thence East along North line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) 444.14 feet to the point of beginning, thence South 392.31 feet, thence East parallel to said North line 85 feet, thence North 392.31 feet to said North line, thence West 85 feet along said North line to the point of beginning.

Public Works

Said property being a tract containing .765 acres of land more or less; and

WHEREAS, the City has a need to purchase a portion of said property for right-of-way purposes; and

WHEREAS, it is the sense of the council that while it would prefer an arms-length negotiation and sale, it is willing to proceed to eminent domain if necessary.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are hereby authorized to begin the process of purchasing the property at 3427 Union Avenue, including determining the amount of property necessary for right-of-way, procuring all necessary appraisals of the property, negotiating a sale, preparing a jurisdictional offer to purchase, if necessary, and taking any other necessary additional steps to obtain the property, including negotiation pursuant to the provisions of Chapter 32, 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

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. August 19, 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:

Harold J. Strickland and Patricia M. Strickland, 2911 South 15th Street, 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 Harold J. Strickland and Patricia M. Strickland a married couple residing at 2911 S. 15th Street, 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

59281-413050

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, and along the east 8 feet of Lot 13 Block 1 of the following described property:

**GLENCOURT SUBD LOT 13 BLK 1, 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

Aug 17 day of 2019, 2019.

Harold Strickland

Harold Strickland
(Sign in the presence of a Notary Public)

Patricia Strickland

Patricia Strickland
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 15 day of August, 2019, Harold J. Strickland and Patricia M. Strickland, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Mai Yang
Notary Public-Sheboygan County
My commission expires 07/09/2021



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 FINANCE AND PERSONNEL COMMITTEE.
August 19, 2019.

Your Committee to whom was referred Res. No. 60-19-20 by Alderpersons Donohue and Bohren authorizing City officials to execute a Client Service Agreement between the City of Sheboygan and Grota Appraisals, LLC with regard to assessment services for the period January 1, 2020 through December 31, 2022; 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

4.3

Res. No. 60 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION authorizing the appropriate City officials to execute a Client Service Agreement between the City of Sheboygan and Grota Appraisals, LLC with regard to assessment services for the period January 1, 2020 through December 31, 2022.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Client Service Agreement between the City of Sheboygan and Grota Appraisals, LLC, a copy of which is attached hereto and incorporated herein.

My Lynn Nowlan
James A. Bohren

*Finance & Personnel
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

**CLIENT SERVICE AGREEMENT
("AGREEMENT")**

THIS CLIENT SERVICE AGREEMENT made and entered into this _____ day of _____, 2019, by and between:

CITY OF SHEBOYGAN, a Wisconsin Municipal corporation in the State of Wisconsin, with its principal office located at 828 Center Ave. Sheboygan, WI 53081 and referred to in the Agreement as "CITY",

-and-

GROTA APPRAISALS, LLC, hereinafter called "GROTA", a limited liability corporation formed under the laws of the State of Wisconsin located at N88 W16573 Main Street, Menomonee Falls, WI 53051 and qualified to do business in the State of Wisconsin, herein after referred to as "GROTA,"

W I T N E S S E T H

WHEREAS, the CITY wishes to enter into an Agreement for Assessment services from GROTA; and

WHEREAS, GROTA wishes to provide Assessment Services to the CITY.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions hereinafter contained and other good and valuable consideration the receipt and sufficiency thereof the parties hereby acknowledge, the parties agree as follows:

1.0 TERM AND TERMINATION

- 1.1 The term of this Agreement shall be from January 1, 2020 to December 31, 2022. GROTA shall have completed all work under this agreement, except for appearing at Board of Review and any subsequent appearances as per this agreement, on or before the completion date referred to in the Agreement. The date of completion may be extended, if necessary, under the terms of this Agreement and by mutual consent.
- 1.2 Either party may terminate this Agreement only with cause, cause being defined as default of the other party of terms of this Agreement upon sixty (60) days written notice to the other party. Upon termination by either party, GROTA shall deliver to CITY all records and materials in GROTA'S possession used or created during this Agreement. During the 60-day wind down period, both GROTA and CITY shall act in good faith with each other and cooperate in the orderly transfer of records.

- 2.0 **INCORPORATED BY REFERENCE.** GROTA replied to a REQUEST FOR PROPOSAL for Assessment Services for the CITY dated September 25, 2015, hereinafter known as "RFP". The RFP dated September 25, 2015 and GROTA's Proposal Service Option #3 dated October 18, 2015 are by this reference incorporated herein as if set out in full. If there is a conflict between the RFP, GROTA's proposal and this Agreement, this Agreement is controlling. If this Agreement is silent on an issue that is covered by the RFP and GROTA's Proposal, the RFP is controlling. Where an issue or matter is covered only by GROTA's Proposal and does not conflict in any way with this Agreement or the RFP, then GROTA's proposal is controlling.
- 3.0 **SERVICES TO BE PROVIDED** The prescribed duties of GROTA shall include, but not necessarily be limited to the following:
- 3.1 **Conformance to statutes.** All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue (DOR).
- 3.2 **Oath of Office.** GROTA shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. If GROTA is a corporation or partnership, the person(s) designated as responsible for the assessment shall comply with the above. The oath shall conform to sec. 19.01, Wis. Stats. and be filed with the municipal clerk prior to undertaking any of said duties.
- 3.3 **Assessment manual.** GROTA shall make all assessments in accordance with the property assessment manual as specified in secs. 70.32 and 70.34, Wis. Stats.
- 3.4 **Accurate parcel identification.** GROTA shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, GROTA shall correct or cause the same to be corrected in conjunction with Sheboygan County.
- 3.5 **Preparation of record cards.** GROTA shall prepare individual record cards or computer-generated data sheets for each parcel to be valued on forms currently approved by the DOR. If GROTA and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon DOR approval. Record cards shall be completed for each parcel, labels with the property owners name and address as provided in

sec. 70.17, Wis. Stats., and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

- 3.6 **Hours.** GROTA employee/s shall maintain regular office hours at the Sheboygan City Hall, 828 Center Ave. from 8:00 AM to 4:30 PM Monday through Friday, except on City-designated holidays. There will be additional hours for Open Book and prior to the Board of Review, as necessary.
- 3.7 **Clerical Duties.** GROTA shall be responsible all assessment related clerical duties including:
- Answering routine telephone calls and e-mails
 - Fulfill walk-in requests for assessment data
 - Assist in scheduling assessment-related appointments
 - Providing copies of all assessment-related open records requests
 - Preparing appointment mailers, stuffing envelopes and mailing all notices
 - Filing of all assessment property records cards and any other assessment-related records
 - All assessment data entry
- 3.8 **Office Space.** The CITY shall furnish adequate space at the Sheboygan City Hall at no cost to GROTA. Office space may include desks, tables, chairs, file cabinets, copier, including other office machinery and equipment, computers, IT support, sufficient remote connections for GROTA to access Market Drive and MS documents, heating, lighting, telephone and janitorial services.
- (1) In addition to City Hall office hours, GROTA will provide a local phone number for CITY officials and residents to contact GROTA during regular business hours, Monday through Friday, and shall return calls within twenty-four (24) hours.

3.9 Specific Services. GROTA shall

- (1) Field review and assess all properties that were under partial construction as of January 1st of the previous year.
- (2) Field review and assess new construction as of January 1st of the current year.
- (3) Perform interior inspections on all newly constructed homes, partially constructed homes from the previous year, any interior remodeling including kitchen, bath, basement remodeling and additions.
- (4) Field visit and measure all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits as needed.
- (5) Field review as deemed necessary sale properties and properties for which no building permit has been issued.
- (6) Collect the name and address of each personal property contact person, separate from the business name. GROTA shall provide a doornage listing to the Director of Administration prior to open book review.
- (7) Account for all buildings destroyed or demolished.
- (8) Implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.
- (9) Be responsible for determining whether an organization or individual meets the requirements for exemption in determining a property's tax exempt status.
- (10) Process parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps and any other land divisions.
- (11) Take digital photographs of new construction on or about January 1st annually.
- (12) Maintain and annually update property owner lists, with current name and address changes.

- (13) Post assessments to real estate transfer returns and record sale information to property record cards electronically.
- (14) Annually update all property owner record cards with new legal descriptions electronically.

4.0 **NOTICE OF ASSESSMENT.** GROTA shall mail Notice of Assessment to property owners and others as required by state statutes.

5.0 **BOARD OF REVIEW.** GROTA shall

- 5.1 Be responsible for preparing for the annual Board of Review hearing proceedings as required by State Statutes prior to June of each year. GROTA shall work with the City Clerk to arrange for the hearings. GROTA will attend the Board of Review hearings, serve as City staff at the hearings and defend GROTA's valuations and work products. GROTA will promptly and adequately follow up and respond to any appeals made at the Board of Review hearing, incorporating assessment modifications as approved.
- 5.2 Update the CITY'S assessment computer records within fourteen (14) days of the final adjournment of the Board of Review.
- 5.3 Be responsible for providing the Wisconsin Department of Revenue with final reports as required by the DOR.
- 5.4 Value all mobile homes and all boathouses as required by law.
- 5.5 Coordinate with the Sheboygan County Real Property Listing office to facilitate the digital and manual transfer of data and values.
- 5.6 Provide a website that will be linked to the CITY'S website to place the computer property assessment records on the web for access to the public.
- 5.7 Update market values on City owned land and public buildings upon request of the City. Said information obtained shall be used for insurance purposes, depreciation and to establish lease values.
- 5.8 Perform all other duties incidental to the normal duties of the Assessor.

6.0 MEETING REQUIREMENTS

- 6.1 Upon reasonable prior notice, the Project Manager shall upon the request of the City Administrator, Department Head, or City Council attend City Council meetings that average two (2) hours per month or other prescribed meetings upon reasonable notice.
- 6.2 GROTA agrees to meet monthly or upon request, with the City Administrator and/or the City Council to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.
- 6.3 If a DOR-ordered assessment or reassessment occurs, GROTA agrees to meet with the DOR upon request.

7.0 APPROACHES TO VALUE. GROTA shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means.

- 7.1 GROTA shall collect and analyze all available sales data for the CITY in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the CITY. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the CITY.
- 7.2 Sales analysis shall include sales identified on an appropriate map (section, subdivision, etc.), analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field visit a sale and measure and list the improvements of the properties that have sold using computer-assisted means.
- 7.3 In valuing income producing properties, where appropriate, GROTA shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach.

- 8.0 IMPROVEMENTS - DATA COLLECTION.** GROTA shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.
- 8.1 GROTA shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other while performing onsite inspections.
- 8.2 GROTA shall inspect the interior of a minimum of 90% of the major buildings of each class of improvements, noting both the interior and exterior features on the proper record card to provide an accurate and complete listing for each improvement. The actual number of improvements to be inspected for each class shall be determined by applying the above percentage to the final improvement count for each respective class. This applies to a revaluation where interior inspections are required.
- 8.3 In those instances where a minimum inspection of 90% is unattainable due to the nature of the properties to be valued and the time of the year, an alternate minimum shall be so specified in the addenda of the standard Agreement, such minimum to be established by the CITY. This applies to a revaluation where interior inspections are required.
- 8.4 In those instances where a minimum inspection of 90% of the major buildings of each class of improvements is not considered adequate, an alternate minimum shall be specified in the addenda of the standard Agreement. This applies to a revaluation where interior inspections are required.
- 8.5 The date of inspection or listing of all major buildings shall be indicated on the record cards.
- 8.6 Upon failure to gain entrance to a major building after reasonable attempt, GROTA shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.
- 8.7 If GROTA's request to list a major building is refused by the owner or occupant, GROTA shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local

board of review and further appeal avenues; should the requests to inspect major buildings be denied, GROTA shall list and value the improvements according to the best information practicably obtainable.

- 9.0 IMPROVEMENT VALUATION - COST APPROACH.** GROTA shall value improvements in accordance with *Wisconsin Property Assessment Manual*, using generally acceptable appraisal practices and cost manuals and computer-generated costs.
- 9.1 In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the DOR, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.
- 9.2 In using the cost approach for other (agricultural) outbuildings, the current replacement costs should be determined for all buildings. Buildings in poor condition having little or no value shall be physically described and listed as having "no value" or given an appropriate sound physical value.
- 9.3 In using the cost approach for commercial improvements, or a computer-generated calculator, proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.
- 9.4 Current local modifiers and costs appearing in the approved cost calculator shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.
- 9.5 All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.
- 9.6 All improvements shall be valued at market value as of January 1.
- 9.7 **Data collection – land.** GROTA shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location.
- (1) GROTA shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the appraiser shall become familiar

with land values throughout the CITY.

- 10.0 VALUATION - LAND.** Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped forest land, and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per sec. 70.32(4), Wis. Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per sec. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the CITY.
- 10.1 Aerial photographs shall also be used in the evaluation and classification of agricultural, swamp and forest lands. GIS layers, where available, should be provided, showing ownership lines and acreage. The minimum acceptable product under this specification shall be the most recent aerial photographs available from the county, along with soil classification and grading lists and a listing of the unit values used (usevalue units for class 4 lands, market value units for fallow tillable and idle pasture, class 5, class 6 and class 7 lands). Aerial photographs shall be supplied, where necessary, by the City thru our GIS system, and shall be left with the CITY, along with classification and unit values documentation.
- 10.2 Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the CITY.
- 10.3 Having determined basic unit values GROTA shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.
- 10.4 For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the CITY.
- 10.5 A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the CITY.

11.0 VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY.

Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the *Wisconsin Property Assessment Manual*.

- 11.1 The assessor shall compile an updated list of all personal property accounts in the CITY.
 - 11.2 To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in sec. 70.35, Wis. Stats. Such forms shall be mailed or delivered to property owners by the assessor. Completed forms received by the assessor shall be verified for accuracy in content and checked for arithmetic and procedural errors. In the absence of a completed form, the assessor shall field check the account, along with any other questionable accounts.
 - 11.3 The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto. GROTA will be diligent in discovering and assessing all personal property. GROTA will field visit all personal property accounts annually to discover new accounts and account for business that may have closed prior to the assessment year. GROTA will cross reference personal property account with the corresponding real property and parcel number.
 - 11.4 All forms used in the valuation of personal property shall be approved by DOR and shall be left with the CITY.
- 12.0 FINAL FIELD REVIEW.** Prior to Open Book, GROTA shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and

economic obsolescence, and to be sure that all lands and improvements are properly accounted for. This applies to when a revaluation is performed.

- 13.0 **OPEN BOOK.** Upon completion of the assessment process outlined above, but prior to the completion of the assessment rolls, GROTA shall hold Open Book appointments for the purpose of enabling property owners or their agents to review and compare the assessed values.
- 13.1 The CITY shall designate the place for Open Book with both the Director of Administration and appraiser mutually agreeing upon the date(s) and hours. Open Book shall include evening hours in the year a revaluation is performed.
- 13.2 GROTA shall conduct Open Book in accordance with Wisconsin State Statutes. GROTA shall prepare a written statement regarding Open Book dates, times, and instructions on how to set up an appointment for an Open Book, at least fifteen (15) days prior to the first Open Book. GROTA shall notify the local press for publication prior to the Open Book.
- 13.3 GROTA shall send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be the same form prescribed by the Department of Revenue for notice required under sec. 70.365, Wis. Stats. GROTA shall also indicate on the notice, or attach to the notice, the time, date, and place the Open Book will be held. Expenses related to the notices, excluding form supply, but including preparation of the forms and postage, shall be paid by GROTA.
- 13.4 Open Book shall be held within the completion date specified in the Agreement. In the event the CITY requests that Open Book be held at a date beyond the Agreement completion date, and provided GROTA agrees to such, the Agreement shall be extended commensurate with the lapse of days between the originally Agreement completion date, and the revised date for Open Book. Such extension shall be in writing and signed by both the CITY and GROTA.
- 14.0 **COMPLETION OF ASSESSMENT ROLL.** GROTA shall be responsible for the proper completion of assessment rolls according to current statutes. GROTA shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by GROTA. For computer prepared assessment rolls, it shall be sufficient for GROTA to provide a list of all assessments at market value in the format required for data entry.

14.1 Final assessment figures for each property shall be provided by GROTA to Sheboygan County on the County's forms, and the roll shall be totaled to exact balance between the County and GROTA. GROTA shall prepare and submit the Municipal Assessment Report (MAR) and the TID Assessment Reports to the Department of Revenue in a timely manner.

15.0 **BOARD OF REVIEW: SUBSEQUENT APPEARANCES.** GROTA and/or responsible member(s) of GROTA's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values.

15.1 In the event of appeal to the DOR or to the courts, it is agreed that the appraiser and/or qualified representative(s) shall be available upon written request from the CITY to furnish testimony in defense of the values established by the revaluation in all cases which might arise.

GENERAL AGREEMENTS

16.0 **PERSONNEL/EMPLOYMENT.** All personnel providing services shall be currently certified in compliance with secs. 70.055 and 73.09, Wis. Stats. and the administrative rules prescribed by the DOR.

16.1 GROTA shall review any complaint relative to the conduct of his employee(s). If CITY deems the performance of any of GROTA's employees to be unsatisfactory, GROTA shall, for good cause, remove such employee(s) from work upon written request from the City Administrator, such request stating reasons for removal.

16.2 GROTA shall designate a Project Manager qualified and responsible employee to supervise the operation of GROTA's staff for the entire Agreement period. The individual shall be certified at a minimum as an Assessor II. The individual designated as such shall be available to the CITY for the entire Agreement. Should the Project Manager be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval of the CITY.

16.3 The designated **Project Manager** for the CITY will be Michael L. Grotz. The Project Manager shall report to and be accountable to the CITY'S City Administrator or his/her designee. The Project Manager shall meet with the City Administrator on a regular (monthly) basis to discuss the progress of the work and to review the data and the reports completed.

- 16.4 **Confidential.** GROTA shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement.
- 16.5 GROTA shall comply with all the applicable provision of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.
- 16.6 GROTA is expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.
- 16.7 All assessment personnel shall carry proper photo identification to assure the public of their identity and purpose for gaining access to private property.
- 16.8 GROTA will provide and update the CITY with a listing of all personnel assigned. All personnel shall be approved and copies of each employee's certificate shall be supplied to the City Administrator within 30 days of assignment to the CITY.
- 16.9 GROTA has verbally confirmed that the two (2) former CITY employees in the assessment office, Darcie Beernink as a full-time certified assessment Technician and Rae Ann Schmitz as a full-time certified Assessor both will remain part of the GROTA team as staff members working primarily in the Sheboygan City assessment office.
- 17.0 **INSURANCE.** GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of GROTA, his agents and employees in the execution of work. Certificates of Insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY. Limits of liability shall not be less than:

Worker's Compensation - Statutory

Bodily Injury:

Per Person \$ 100,000
Per Occurrence \$ 300,000

Comprehensive Auto Liability Including: Non-Ownership Coverage:

Comprehensive general liability, including personal injury and blanket contractual liability in the amount of \$1,000,000 per occurrence, combined single limit.

Comprehensive auto liability, including property damage and non-ownership coverage in the amount of \$1,000,000 per occurrence, combined single limit.

- 18.0 **INSURANCE - VALUABLE PAPER.** GROTA agrees to carry proper and sufficient insurance to cover loss of municipality's records withdrawn from municipality for appraiser's use as well as appraiser's records in process under this agreement that are in the possession of GROTA.
- 19.0 **PUBLIC RELATIONS.** During the course of the revaluation GROTA shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow the CITY to actively participate. The CITY shall aid GROTA with a reasonable promotion of public information concerning the work under this agreement.
- 20.0 **CITY ADMINISTRATOR TO BE INFORMED.** Appraiser shall make a reasonable explanation to the City Administrator or his/her designee throughout the revaluation in the use of procedures, standards, and records used for making property appraisals.
- 21.0 **INFORMATION TO THE DEPARTMENT OF REVENUE.** GROTA shall complete and submit to the Supervisor of Equalization:
- 21.1 The Municipal Assessment Report when the revaluation is completed or upon completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in June. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the revaluation in addition to this tentative report. If reports were estimated, the final reports must be submitted to both the CITY and DOR within seven (7) days after

completion of the board of review.

21.2 A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted to the CITY upon completion of the assessment roll(s).

22.0 **INDEMNITY.** GROTA shall indemnify, save, and hold harmless the CITY and all of its officers, agents, and employees, from any and all claims for losses, injuries, damages and liability to persons or property occasioned wholly or in part by the acts or omissions of GROTA, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of GROTA. Indemnity shall apply to situations or circumstances where current Wisconsin State Statutes may not fully make correction.

22.1 GROTA shall not have started work under this Agreement until GROTA has, or will have obtained all insurance required under this Agreement within 15 days after acceptance of this contract by both parties. A certificate of insurance shall accompany the signed Agreement and shall be filed with the City Clerk as proof of such insurance, which shall not be cancelled without thirty (30) days written notice to the insured and the CITY. All insurance premiums shall be the obligation of and shall be paid by GROTA.

22.2 GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act, error or omission of GROTA, their agents and employees in the execution of work. Further, GROTA shall be responsible for any and all of their agents while performing acts under the terms of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY, listing the CITY as an additional insured.

23.0 **OWNERSHIP OF DATA.** All assessment files and records created and data collected by GROTA shall remain the property of the CITY. Records shall not be removed from CITY premises without the written permission of the CITY.

24.0 **LOSS OF RECORDS.** GROTA agrees to carry proper and sufficient insurance to cover loss of the CITY'S records, as well as GROTA's records in process under this Agreement that are in the possession of GROTA. GROTA shall not be responsible for loss of records accidentally destroyed by fire, theft, or Act of God while kept in office space supplied by the CITY.

25.0 ASSESSMENT RECORDS.

- 25.1 The CITY shall allow access by GROTA to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.
- 25.2 The CITY shall furnish the name and correct address of the owner and block and lot number size or other identifying description of each parcel to be appraised.
- 25.3 The CITY shall furnish the name and correct address, if know, to GROTA for notices to be sent for changes in assessed values.

26.0 COMPENSATION. Payments will be made based on the annual and revaluation work performed. GROTA will invoice the CITY as work is performed. Payments will be based on work performed and the annual payment schedule shown below:

\$290,000 - 2020.

\$290,000 - 2021.

\$290,000 - 2022.

- 26.1 **Compensation upon effort.** The compensation is based upon the effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of CITY.
- 26.2 **Method and terms of payment for this Agreement.** Payment for services rendered under the Agreement shall be on a monthly basis. The monthly statements shall reflect the percentage of work completed less ten percent (15%) retainage by the CITY. The prior year's retainage shall be paid on or before January 31 of the following year. (ie. 2020 retainage of \$43,500 would be paid by January 31, 2021)
- 26.3 All statements shall be submitted to the Director of Administration on the first day of each month for services performed the preceding month. After review and procuring any needed corrections therein, the Director of Administration shall endorse his/her approval and promptly pay such statements.
- 26.4 All compensation paid to GROTA shall be by check mailed to the address indicated in the Agreement.

27.0 CITY-WIDE REVALUATION:

Scope of Service and Price to be determined

27.1 In 2023 or future year, the CITY may choose, or be required to perform a City-wide revaluation to achieve uniform and equitable assessments and compliance with 70.05 of the Wisconsin Statutes.

27.2 Costs would be all inclusive, no additional charges for extra time, effort, additional parcels, annexation, office supplies, printing and mailing for the performance of the Agreement are included.

28.0 BOND. The awarding of this agreement is not contingent upon the proper filing of a 100% performance bond or letter of credit by GROTA.

28.1 As the CITY has not in past assessment service contracts required a performance bond, or bank letter of credit, and in consideration that progress billing, and a retainage of 15% held until the following year, and all work will have been completed in the first half of each year, Board of Review will have been adjourned sine die and subsequent appeals periods timed. **Note – for explanation purposes** - essentially the BOR will have been completed by the end of July each year, at which time the current years assessment roll would be 100% finished, GROTA through progress billing would have only been compensated for 50.0% of the yearly total. The CITY would have more than adequate funds available should GROTA have not completed the required functions of the assessment office. Further protection such as a performance bond or letter of credit would never come into play as sufficient funds will have existed to correct any un-completed functions.

29.0 TURN OVER OF RECORDS. Within 14 days of the final adjournment of the board of review, GROTA shall turn over to CITY:

- (a) all records prepared for the revaluation including, but not limited to property record cards, personal property forms, maps and any other schedules or forms; and
- (b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records; and
- (c) materials specifically obtained and/or used for the performance of assessment work for CITY under Agreement to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns; and

- (d) if the CITY'S assessment system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with CITY, along with a field definition file to describe the various data fields in the text file.

- 30.0 **INDEPENDENT CONTRACTOR.** GROTA is not permitted to assign, subcontract or transfer the work without the written permission of the CITY.
- 31.0 **CONFLICT OF INTEREST.** GROTA covenants that it has not public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. GROTA warrants that no part of the total Agreement amount proceed herein shall be paid directly or indirectly to any officer or employee of the CITY as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor, or consultant to GROTA in connection with any work contemplated or performed relative to this Agreement.
- 32.0 **GOVERNING LAWS.** This Agreement shall be interpreted under the laws of the State of Wisconsin, as it existed and was interpreted on the date of this Agreement.
- 33.0 **ENTIRE AGREEMENT.** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of GROTA and by a duly authorized office of the CITY.
- 34.0 **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not contained in the provision, and the rights and obligation of the parties shall be construed and enforce accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.
- 35.0 **SOVEREIGN IMMUNITY.** The CITY is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

36.0 **NOTICES.** Whenever in the Agreement it shall be required or permitted that notice shall be given, such notices shall be forwarded by certified mail, return receipt requested, and addressed as follows:

To City:

City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

To GROTA APPRAISALS, LLC:

Grota Appraisals, LLC
N88 W16573 Main Street
Menomonee Falls, WI 53051

or to such other place as the parties may designate in writing. Notice given in accordance with these provisions shall be deemed given one day after deposited by the sender, postage prepaid, certified mail, return receipt requested.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 2019.

GROTA APPRAISALS, LLC

BY: _____
Michael L. Grota
Member, Grota Appraisals, LLC

BY: _____
CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

VIII

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

Your Committee to whom was referred Res. No. 62-19-20 by Alderpersons Donohue and Bohren adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2020 coverage and establishing the monthly premium equivalent rates effective for January 2020 coverage and thereafter; recommends adopting the Resolution with amendments.

mg

_____ 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. 62 - 19 - 20. By Alderpersons Donohue and Bohren.
August 19, 2019.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2020 coverage and establishing the monthly premium equivalent rates effective for January 2020 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2020 are hereby adopted:

A) Effective January 1, 2020, all eligible employees and retirees have a qualified High Deductible Health Plan ("HDHP") which requires the deductible to be met first by one or more members on the Plan. The Plan has a deductible of \$1500 for single coverage and a \$3000 deductible for all other coverage. Once the deductible is met, co-pays and/or co-insurance may apply. Certain preventive services are covered at 100%, including certain preventive medications which automatically apply to a co-pay schedule. In 2020, in-network co-insurance will be covered at 90% after the deductible is met. In addition, the medical out-of-pocket maximum per individual is \$3,000.

1) 2020 Health Insurance Monthly Premiums Rates

Coverage

Single	\$856.78
Employee w/spouse	\$1,624.68
Employee w/children	\$1,469.96
Family	\$2,256.42

a. The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$171.36
Employee w/spouse	\$324.94
Employee w/children	\$294.00
Family	\$451.28

- b. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal shall be:

<u>Coverage</u>	
Single	\$128.52
Employee w/spouse	\$243.70
Employee w/children	\$220.50
Family	\$338.46

- c. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal and achieve 1100 Wellness points during the preceding Wellness Plan Year (September 1 - August 31 of the previous year) shall be:

<u>Coverage</u>	
Single	\$ 69.66
Employee w/spouse	\$132.10
Employee w/children	\$119.52
Family	\$183.46

- d. The monthly employee premium equivalent rates for part-time, eligible employees shall be:

<u>Coverage</u>	
Single	\$444.72
Employee w/spouse	\$843.28
Employee w/children	\$762.98
Family	\$1,171.20

- e. New employees, those not previously eligible for health insurance, and those not previously participating in the City of Sheboygan Health Insurance Plan will receive the rates listed in subsection (c) above for the 2020 plan year (and the associated rates for the 2021 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.

- 2) Except in the case of a collective bargaining agreement that states otherwise, the City will not provide funding to the Health Savings Accounts ("HSA") of employees. If contributions are identified in a bargaining contract, the following applies:
 - a. Funding will occur based on contract language, following federal guidelines (no funding for those on a government-issued health insurance, for example).
 - b. Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.
- 3) A spousal surcharge is applied to employees who cover their spouse on the City's Medical Benefit Plan when that spouse works full-time and is eligible for insurance through their employer but chooses to remain on the City's insurance. The spousal surcharge is \$100 per month (\$50 charged during the first two payrolls of each month).
- 4) Eligible full-time employees who waive or drop coverage will be eligible for an opt-out bonus, with a maximum yearly benefit of \$1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.

BE IT FURTHER RESOLVED: That effective January 1, 2020, all qualified employees will have a Dental Benefit Plan available. This plan has a \$25 deductible per participant and a maximum \$1,500 benefit per year per participant. Effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

2020 Dental Insurance Monthly Premiums Rates

<u>Coverage</u>	
Single	\$ 47.52
Employee w/children	\$107.14
Employee w/spouse	\$ 95.88
Family	\$157.42

1. The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 7.14
Employee w/children	\$ 16.08
Employee w/spouse	\$ 14.38
Family	\$ 23.62

2. The monthly employee premium equivalent rates for part-time employees shall be:

<u>Coverage</u>	
Single	\$ 23.76
Employee w/children	\$ 47.94
Employee w/spouse	\$ 53.58
Family	\$ 78.72

BE IT FURTHER RESOLVED: That effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

<u>Coverage</u>	
Single	\$ 856.78
Retiree w/spouse	\$1,624.68
Retiree w/children	\$1,469.94
Retiree w/family	\$2,256.42

BE IT FURTHER RESOLVED: That effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be:

<u>Coverage</u>	
Medicare/Single	\$ 720.88
Medicare/1	\$1,577.66
Medicare/2	\$1,441.76

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.

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

4.5

Res. No. 62 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2020 coverage and establishing the monthly premium equivalent rates effective for January 2020 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2020 are hereby adopted:

A) Effective January 1, 2020, all eligible employees and retirees have a qualified High Deductible Health Plan ("HDHP") which requires the deductible to be met first by one or more members on the Plan. The Plan has a deductible of \$1500 for single coverage and a \$3000 deductible for all other coverage. Once the deductible is met, co-pays and/or co-insurance may apply. Certain preventive services are covered at 100%, including certain preventive medications which automatically apply to a co-pay schedule. In 2020, in-network co-insurance will be covered at 90% after the deductible is met. In addition, the medical out-of-pocket maximum per individual is \$3,000.

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a. The monthly employee premium equivalent rates for full-time employees shall be:

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Employee w/spouse	\$324.94
Employee w/children	\$293.99
Family	\$451.28

Finance & Personnel
adopt Sub. Pro.

- b. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal shall be:

<u>Coverage</u>	
Single	\$128.52
Employee w/spouse	\$243.70
Employee w/children	\$220.49
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- c. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal and achieve 1100 Wellness points during the preceding Wellness Plan Year (September 1 - August 31 of the previous year) shall be:

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Employee w/spouse	\$132.10
Employee w/children	\$119.52
Family	\$183.46

- d. The monthly employee premium equivalent rates for part-time, eligible employees shall be:

<u>Coverage</u>	
Single	\$444.72
Employee w/spouse	\$843.28
Employee w/children	\$762.98
Family	\$1,171.20

- e. New employees, those not previously eligible for health insurance, and those not previously participating in the City of Sheboygan Health Insurance Plan will receive the rates listed in subsection (c) above for the 2020 plan year (and the associated rates for the 2021 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.

- 2) Except in the case of a collective bargaining agreement that states otherwise, the City will not provide funding to the Health Savings Accounts ("HSA") of employees. If contributions are identified in a bargaining contract, the following applies:
 - a. Funding will occur based on contract language, following federal guidelines (no funding for those on a government-issued health insurance, for example).
 - b. Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.
- 3) A spousal surcharge is applied to employees who cover their spouse on the City's Medical Benefit Plan when that spouse works full-time and is eligible for insurance through their employer but chooses to remain on the City's insurance. The spousal surcharge is \$100 per month (\$50 charged during the first two payrolls of each month).
- 4) Eligible full-time employees who waive or drop coverage will be eligible for an opt-out bonus, with a maximum yearly benefit of \$1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.

BE IT FURTHER RESOLVED: That effective January 1, 2020, all qualified employees will have a Dental Benefit Plan available. This plan has a \$25 deductible per participant and a maximum \$1,500 benefit per year per participant. Effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

2020 Dental Insurance Monthly Premiums Rates

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Single	\$ 47.52
Employee w/children	\$107.14
Employee w/spouse	\$ 95.88
Family	\$157.42

1. The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 7.14
Employee w/children	\$ 16.08
Employee w/spouse	\$ 14.38
Family	\$ 23.62

2. The monthly employee premium equivalent rates for part-time employees shall be:

<u>Coverage</u>	
Single	\$ 23.76
Employee w/children	\$ 47.94
Employee w/spouse	\$ 53.58
Family	\$ 78.72

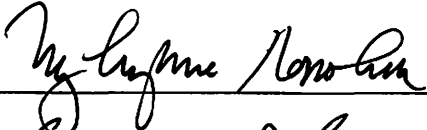
BE IT FURTHER RESOLVED: That effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

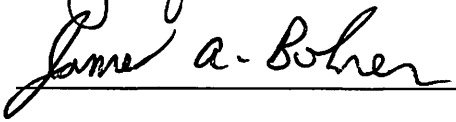
<u>Coverage</u>	
Single	\$ 856.78
Retiree w/spouse	\$1,624.68
Retiree w/children	\$1,469.94
Retiree w/family	\$2,256.42

BE IT FURTHER RESOLVED: That effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be:

Coverage	
Medicare/Single	\$ 720.88
Medicare/1	\$1,577.66
Medicare/2	\$1,441.75

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.





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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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

Your Committee to whom was referred Res. No. 63-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget (trees); 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

4-6

Res. No. 63 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 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 purpose of:

Establishing estimated revenue and appropriation for purchasing trees related to the Sheboygan tree planting project to replace ash trees:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund Contributions 40053000-467101	Capital Projects Fund Improvements Other Than Buildings 40053000-631100	\$20,000

My Lucretia Nowlin
James a. Bohren

*Finance & Personnel
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



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

Your Committee to whom was referred Res. No. 67-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget (Finance department); recommends adopting the Resolution.

ref.

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

4.10

Res. No. 67 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 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 purpose of:

Establishing appropriations for unbudgeted expenditures in the finance department related to transition of new director, consultant for various finance tasks, and to cover unplanned vacant position with temporary staff:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unclassified Reserve for Contingency 10199020-810103	General Fund Finance Department Contracted Services 10115100-521900	\$75,305
General Fund Unclassified Reserve for Contingency 10199020-810103	General Fund Finance Department Full Time Salaries - Regular 10115100-5105110	\$34,500
General Fund Unclassified Reserve for Contingency 10199020-810103	General Fund Finance Department Training & Conferences 10115100-526125	\$3,200

*Finance & Personnel
adopt.*

*Mylynn Ryngaert
James A. Bohren*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

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

Your Committee to whom was referred Gen. Ord. No. 15-19-20 by Alderpersons Sorenson and Mitchell repealing and recreating Section 26-393 of the Municipal Code relating to the permit fee for fences, so as to increase the permit fee from \$25.00 to \$40.00; recommends adopting the Ordinance.

Ref

_____ 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

X

6.3

Gen. Ord. No. 15 - 19 - 20. By Alderpersons Sorenson and Mitchell.
August 5, 2019.

AN ORDINANCE repealing and recreating Section 26-393 of the Municipal Code relating to the permit fee for fences, so as to increase the permit fee from \$25.00 to \$40.00.

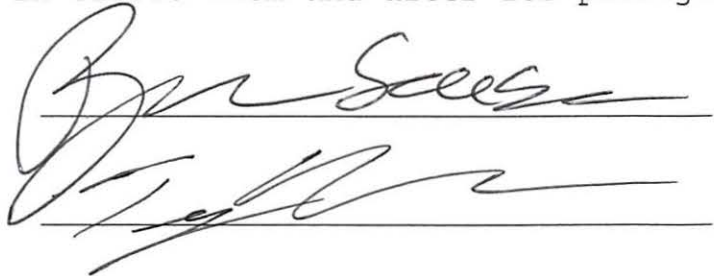
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 26-393 of the Sheboygan Municipal Code entitled "Permit fees" is hereby repealed and recreated to read as follows:

"Sec. 26-393. *Permit fees.*

A fee of \$40.00 shall be charged for each permit issued under the provisions of this article."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



LHPS
adopt.

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

~~X~~

Gen. Ord. No. _____ - 19 - 20. By Alderperson Felde. August 19, 2019.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 6th day of August, 2019, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Commencing 332.0 feet East and 1,273.8 feet North of the Southwest corner of the East one-half of the Northeast Quarter of Section 10, Township 15 North, Range 23 East, thence Southeasterly 245.0 feet to a point in the Northwestern line of highway 1,139.8 feet North and 526.4 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence Northeasterly along the said Northwestern line of the highway 33.0 feet to a point 1,158.9 feet North and 554.8 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence North parallel with the West line of the said East Half of the Northeast Quarter to the Pigeon River, thence upstream along the Pigeon River to a point 332.0 feet East of the West line of the said East Half of the Northeast Quarter, thence South to beginning, being a part of the East Half of the Northeast Quarter, Section 10, Town 15 North, Range 23 East.

Said parcel contains 2.11 acres.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

CityPlan

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class SR-3, Suburban Residential 3 Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 1st Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

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____.

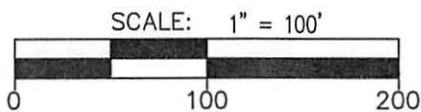
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN



TOWN OF SHEBOYGAN



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II

R. O. No. 66 - 19 - 20. By CITY CLERK. AUGUST 19, 2019.

Submitting various license applications for the period ending December 31, 2019, 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>
5631	Banko, Tiffany M.	133 York Street, Sheboygan Falls
2900	Boettcher, Gary D.	W2643 Miley Road, Sheboygan Falls
8962	Brauer, Jean M.	2328 Sunflower Avenue
0177	Champeau, Larissa M.	620 Broughton Drive
0590	Cobb, Mary C.	3201 N. 27 th Street
1848	Compton, Kimberly A.	1638 Saemann Avenue
7900	Komoroski, Mary J.	2508 N. 28 th Street
2910	Lafave, Andrew J.	1601 N. 9 th Street
2921	Mccune, Patricia M.	616 N. 14 th Street
2922	Mena, Julio I.	413 Erie Avenue
2905	Nelson, Michael A.	5103 Whitefox Trail
1723	Phillips, George M.	526 St. Clair Avenue
2917	Pocian, Crystal L.	810 S. Wisconsin Dr, Howards Grove
2908	Ramos, Michelle M.	16226 Lax Chapel Road, Kiel
8862	Roelse, Julie L.	W2595 Cty Rd N, Sheboygan Falls
2909	Rohr, Gina M.	2914 Garfield St.Apt.D, Two Rivers
2902	Taylor, William A.	830 N. Water Street #324
2911	Thao, Pakou	1404 Greenfield Avenue
2920	Torbeck, Ashlee R.	1021 Huron Avenue
2923	Wesley, Eric J.	1324 N. 6 th Street
1994	Zolp, Jacquelyn A.	W4194 Sumac Road, Plymouth

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3389	Al and Al's I	1502 S. 12 th Street - Two day Event to be held 10/04/19 & 10/05/19 - current premises description with addition of 12 th & Clara west 90' and 75' on S. 12 th St.

AAPS

2742 8th Street Ale Haus

1132 N. 8th Street - Two day Event to be held 09/13/19 & 09/14/19 - the entire current Premises description and also the parking lot south of the Holman Building and part of the alleyway south of said parking lot. The entire 8th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The Parking lot is on 8th Street and starts at the southern edge of the building located at 1122 N. 8th Street (the Gaming Generations business). This is a space of approximately 110ft by 45ft. On the southern end is the alley way that intersects with 8th and 9th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from the 8th Street entrance to approximately 130 ft. west for use of the event.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3416	New China Buffet I	544 Audubon Road, Kohler

TAXICAB DRIVERS LICENSE (December 31, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2918	Bueno, Oscar Jr.	1424 Indiana Avenue
2906	Forss, Brian J.	3416 Pinewood Drive

III

Other Matters

Res. No. 73 - 19 - 20. By Alderpersons Sorenson and Mitchell.
August 19, 2019.

A RESOLUTION rescinding Resolution No. 41-03-04.

WHEREAS, on June 6, 2003, the City of Sheboygan passed Resolution No. 41-03-04, accepting the deputization of Sheboygan police officers by the Sheboygan County Sheriff and accepting liability for acts the officers perform pursuant to their deputization, including worker compensation, unless mutual aid has been requested and utilized; and

WHEREAS, this deputization was in place until December 27, 2018; and

WHEREAS, the Sheriff has significantly restricted the deputization of municipal officers to very specific situations, none of which are presently occurring, all of which can be better dealt with on a case-by-case basis.

NOW, THEREFORE, BE IT RESOLVED: That Resolution No. 41-03-04 is hereby rescinded.

ALPS

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