

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
EIGHTH REGULAR COMMON COUNCIL MEETING

Monday, July 15, 2019

ALDERPERSONS PRESENT:

Todd Wolf, Mary Lynne Donohue (remote), Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE - Eagle Scout Alexander Cunningham

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

1.4 RESIGNATION - Donald E. Tershner from the Sheboygan Housing Authority Board

MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

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

1.6 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. CONSENT AGENDA

2.1 MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.2 R. O. No. 42-19-20 by City Clerk submitting various license applications (Sheboygan Cty High School Trap).

Resolution: MOTION TO RECEIVE THE R.O. AND GRANT THE LICENSES

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.3 R. C. No. 57-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 248-18-19 by City Clerk submitting various license applications; recommends denying Taxicab Driver License Application No. 9491 (Regina R. Ramirez) based upon her record of violations related to the licensed activity and her failure to cooperate with staff for the committee.

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

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.4 R. C. No. 58-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 350-18-19 by Licensing, Hearings, and Public Safety Committee and R. O. No 242-18-19 by City Clerk submitting various license applications; recommends denying Beverage Operators License Application No. 2655 (Denesha D. Dickerson) based upon her record of violations related to the licensed activity and her failure to cooperate with staff for the committee.

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

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.5 R. C. No. 59-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 24-19-20 by City Clerk submitting various license applications; recommends granting the licenses with various caveats.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSES

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.6 R. C. No. 60-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 31-19-20 by City Clerk submitting various license applications; recommends denying "Class B" Liquor License Application No. 3406 (Dustin J. Dutter) based upon the fact that the license is no longer available to him and two licenses cannot be held at the same location.

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

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.7 R. C. No. 61-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 31-19-20 by City Clerk submitting various license applications; recommends granting the licenses with caveat.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSE

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean

Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.8 R. C. No. 62-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 31-19-20 by City Clerk submitting various license applications; recommends granting the requests for withdrawal of applications.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE REQUESTS

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.9 R. C. No. 63-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 32-19-20 by City Clerk submitting various license applications; recommends denying Taxicab Driver's License Application No. 9309 (Mary A. Boreman) based upon her record of violations related to the licensed activity, her history as a repeat law offender, and her failure to cooperate with staff for the committee.

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

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.10 R. C. No. 64-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 40-19-20 by City Clerk submitting various license applications; recommends granting the licenses.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSES

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.11 R. C. No. 65-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to DIRECT REFERRAL R. O. No. 41-19-20 by City Clerk submitting various license applications; recommends granting the licenses.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSES

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.12 R. C. No. 66-19-20 by Public Works Committee to whom was referred Res. No. 45-19-20 by Alderpersons Wolf and Sorenson authorizing the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous; recommends adopting the Resolution.

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

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.13 R. C. No. 67-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 46-19-20 by Alderpersons Sorenson and Mitchell authorizing the appropriate City official to execute the Law Enforcement Agreement between LexisNexis Coplogic Solutions Inc. and the Sheboygan Police Department to provide various products and services related to law enforcement; recommends adopting the Resolution.

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

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

2.14 R. C. No. 68-19-20 by Public Works Committee to whom was referred Res. No. 47-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date May 9, 2019) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street; recommends adopting the Resolution.

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

Motion by Todd Wolf, second by Betty Ackley.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

3. REPORTS OF OFFICERS

3.1 R. O. No. 43-19-20 by City Attorney submitting a Summons and Complaint in the matter of Alisanny Montero (Kurtz), et al. vs. City of Plymouth, et al., Case No. 19-C-0581, Eastern District of Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 47-19-20 by City Clerk submitting a claim from Mel Arentsen for alleged damages to his property after the stripping of topsoil from the SouthPointe Campus. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 44-19-20 by City Administrator submitting the Financial Trend Monitoring Analysis report for the City of Sheboygan for the years 2014 through 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 45-19-20 by City Administrator requesting the consideration of the Finance and Personnel Committee regarding the distribution and format of the 2021 Executive Program Budget and 2021 Executive Program Budget-in-Brief documents. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.5 R. O. No. 46-19-20 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 53-19-20 by Alderpersons Wolf and Ackley officially recognizing the End Park Neighborhood Association. LAYS OVER

4.2 Res. No. 54-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget and to authorize the appropriate City Officials to execute a contract with CliftonLarsonAllen LLP. REFER TO FINANCE AND PERSONNEL COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 69-19-20 by Finance and Personnel Committee to whom was referred R. O. No.

39-19-20 by City Administrator submitting a request on behalf of the Sheboygan County Economic Development Corporation (SCEDC) requesting use of one of the City days for 2019, Wednesday, November 13, 2019 for the 2019 SCEDC Annual Meeting to be held at the Blue Harbor Convention Center.

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

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.2 R. C. No. 70-19-20 by Finance and Personnel Committee to whom was referred Res. No. 42-19-20 by Alderpersons Donohue and Bohren awarding the sale of \$6,655,000 General Obligation Corporate purpose Bonds, Series 2019A.

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

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.3 R. C. No. 71-19-20 by Finance and Personnel Committee to whom was referred Res. No. 43-19-20 by Alderpersons Donohue and Bohren awarding the sale of \$4,225,000 General Obligation Community Development Bonds, Series 2019B.

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

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.4 R. C. No. 72-19-20 by Finance and Personnel Committee to whom was referred Res. No. 44-19-20 by Alderpersons Donohue and Bohren awarding the sale of \$3,315,000 Taxable General Obligation Refunding Bonds, Series 2019C.

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

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.5 R. C. No. 73-19-20 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 48-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on Taylor Drive between Superior Avenue and Indiana Avenue; recommends adopting the Resolution. **RECEIVE THE R. C. AND ADOPT THE RESOLUTION**

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

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.6 R. C. No. 74-19-20 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 49-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway

23/Kohler Memorial Drive/Erie Avenue between S. Taylor Drive and N. 9th Street; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT THE RESOLUTION

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

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.7 R. C. No. 75-19-20 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 50-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to execute a contract for engineering services regarding road improvements on State Highway 28/14th Street between North Avenue and Indiana Avenue; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT THE RESOLUTION

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

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.8 R. C. No. 76-19-20 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 51-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute three (3) engagement letters with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan.

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

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.9 R. C. No. 77-19-20 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 52-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to enter into an agreement for the installation and commissioning of a new Heating, Ventilating and Air Conditioning (HVAC) controls system for the Mead Public Library.

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

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

5.10 R. C. No. 78-19-20 by Public Works Committee to whom was referred Gen. Ord. No. 4-19-20 by Alderpersons Wolf and Sorenson creating a no parking, stopping, or standing zone on the east side of North Point Drive between North Point Court and Barrett Street; recommends adopting the Ordinance. RECEIVE THE R. C. AND ADOPT THE ORDINANCE

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

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 9.
Abstain: Markus Savaglio - 1.

6. GENERAL ORDINANCES

6.1 Gen. Ord. No. 5-19-20 by Alderpersons Sorenson, Ackley, Donohue, Felde and Savaglio creating section 70-86 of the Municipal Code, entitled "Conversion Therapy Prohibited," regulating the practice of conversion therapy with regard to minors. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

6.2 Gen. Ord. No. 6-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the southwest corner of Stahl Road and County Trunk Highway OK. REFER TO PUBLIC WORKS COMMITTEE

6.3 Gen. Ord. No. 7-19-20 by Alderpersons Wolf and Sorenson placing a four way stop sign at the intersection of Stahl Road and South Taylor Drive. REFER TO PUBLIC WORKS COMMITTEE

6.4 Gen. Ord. No. 8-19-20 by Alderpersons Wolf and Sorenson creating a no parking zone on the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue. REFER TO PUBLIC WORKS COMMITTEE

6.5 Gen. Ord. No. 9-19-20 by Alderpersons Wolf and Sorenson creating a no parking zone on the west side of S. 18th Street south of Fox Hill Road. REFER TO PUBLIC WORKS COMMITTEE

6.6 Gen. Ord. No. 10-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the southwest corner of SouthPointe Drive and County Trunk Highway OK. REFER TO PUBLIC WORKS COMMITTEE

6.7 Gen. Ord. No. 11-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the southwest corner of Horizon Drive and County Trunk Highway OK. REFER TO PUBLIC WORKS COMMITTEE

6.8 Gen. Ord. No. 12-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the northeast corner of Horizon Drive and South Taylor Drive. REFER TO PUBLIC WORKS COMMITTEE

7. OTHER MATTERS AUTHORIZED BY LAW

7.1 Res. No. 55-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to enter into a contract regarding the bulkhead line survey of the Sheboygan River and Lake Michigan shoreline. REFER TO FINANCE AND PERSONNEL COMMITTEE

7.2 Res. No. 56-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to enter into a contract regarding surveying services for the proposed Union Pacific Trail. REFER TO FINANCE AND PERSONNEL COMMITTEE

7.3 Res. No. 57-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract with Rebuild-it Service Group to purchase and install a rebuilt clarifier drive at the Wastewater Treatment Facility. REFER TO PUBLIC WORKS COMMITTEE

8. ADJOURN MEETING

8.1 Motion to Adjourn

MOTION TO ADJOURN AT 6:49 P.M.

Motion by Todd Wolf, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Ackley, Barbara Felde - 10.

II

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

Submitting various license applications ALREADY ISSUED.

City Clerk

SPECIAL "B" LICENSE (Already Issued)

No. Name

Address

1207 Liars Club

PO Box 1274 - One day event
held 08/04/19 at the back
yard of 1902 S. 12th Street
and portions of Swift
Avenue.

consent

II

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

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3334	Active 8	503 Euclid Avenue - One day event Active 8 - to be held 8/29/19 at Deland Park.
3334	Active 8	503 Euclid Avenue - One day event- Sheboygan Soup - to be held 10/03/19 at Kiwanis Park.
2344	Sheboygan County Interfaith Org.	1251 Geele Avenue - One day event- Night Market - to be held 08/16/19 at City Green to include beer and wine.
3193	Sheboygan Eagles Disc Golf Club	4421 S. 14 th Street - One day event- Sheboygan Flying Disc Day - to be held 08/24/19 at Vollrath Park Shelter.

Consent

II

R. O. No. _____ - 19 - 20. By BOARD OF WATER COMMISSIONERS. August 5, 2019.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2019.

The water pumpage was down 7.28% from the same period in 2018. 1,132,902,000 gallons were pumped in the second quarter 2019, compared to 1,221,865,000 in 2018.

Year to date Operating Revenue at the end of the second quarter 2019 decreased by \$14,143 compared to year to date 2018. The net income for the Utility, as of the end of June, 2019 is \$744,216, an increase of \$10,795 over 2018. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the second quarter of 2019:

Number of feet of 4 inch water main installed	71.0
Number of feet of 6 inch hydrant lead installed	5.0
Number of feet of 6 inch water main installed	64.1
Number of feet of 8 inch water main installed	303.8
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	3462.6
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	3882.0
Number of water main breaks repaired	1
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	17
Number of water main valves installed, repaired, removed, or replaced	41
Number of water service connections installed	1

Details are shown on the attached spreadsheets.

Other Utility Business:

Construction work by Chicago Bridge & Iron, Inc., on the Water Utility's new 600,000 gallon Horizon Drive water tower is nearly complete. The new reservoir will serve the Southpointe Enterprise Campus and the existing business center. Final site work is scheduled to be completed within the next month.

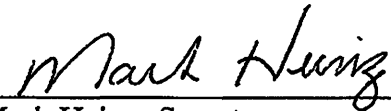
Consent

Utility staff conducted a public informational meeting on its North Avenue. Two contractors replaced 3,400 feet of old water main and 30 lead water service laterals. The services will utilize approximately \$76,000 of WDNR grant monies to replace lead water laterals.

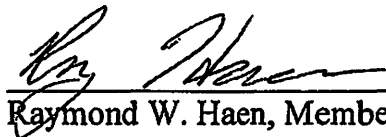
BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark Heinz, Secretary



Raymond W. Haen, Member

Attachments - Balance Sheet
Income Statement
Distribution System Quarterly Report
High Lift Delivery Operations Quarterly Report



Sheboygan Water Utility
Quarterly Financial Statement June 30, 2019
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	66,712,702	
107 Construction Work in Progress	3,898,250	
111 Accumulated Provision for Depreciation of Utility Plant		22,325,296
125 Bond Redemption Fund	706,627	
129 Appropriated Funds Invested for Plant Expansion & Payables	149,888	
126 Depreciation Fund	0	
128 Other Special Funds - Net Pension Asset	387,084	
128 Other Special Funds - Health Ins OPEB	18,721	
130 Other Special Funds - Deferred Outflow Pension	710,380	
135 Working Funds	750	
136 Temporary Cash Investments	7,283,643	
142 Customer Accounts Receivable	998,395	
143 Grant Receivable	2,500	
145 Receivables from Municipality	505,042	
154 Materials and Supplies	301,373	
163 Stores Expense	0	
165 Prepayments	12,811	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits	0	
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		42,180,419
221 Long Term Debt Bonds		11,437,253
223 Advances from Municipality		169,252
232 Accounts Payable		0
235 Customer Deposits		4,168
236 Taxes Accrued		1,158,106
237 Interest Payable on Bonds		42,518
242 Misc. Current & Accrued Liab		12,986
251 Bond Premium		281,009
253 Misc Deferred Credits		113,055
263 Other Special Funds Employee Pensions		0
265 Accrued Employee Benefits		513,775
425 Amoritization of Pre 2003 Depreciation		0
275 Net Pension & OPEB Liability		299,388
285 Deferred Inflow - Pension OPEB		766,023
Utility Net Income		744,216
	<u>81,688,165</u>	<u>81,688,165</u>



Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - June 30, 2019

Account #		1-Jan-19 to 30-Jun-19	1-Jan-18 to 30-Jun-18	Increase or (Decrease)
	<u>Utility Operating Income</u>			
400	Sales Revenue	4,047,587	4,013,798	33,789
474	Other Water Revenue	24,288	72,220	(47,932)
	Total Operating Revenue	<u>4,071,875</u>	<u>4,086,018</u>	<u>(14,143)</u>
401	Operating Expenses	1,636,055	1,481,941	154,113
402	Maintenance Expenses	307,270	343,324	(36,054)
403	Depreciation Expenses	707,821	716,811	(8,989)
402	Taxes	584,107	596,034	(11,927)
	Total Operating Expenses	<u>3,235,253</u>	<u>3,138,109</u>	<u>97,144</u>
	Utility Operating Income	836,622	947,909	(111,287)
	<u>Other Income & Expense</u>			
415	Non-operating Grant Revenue	5,000	36,846	(31,846)
416	Non-operating Grant Expense	(5,000)	(35,871)	30,871
419	Interest Earned on Investments	37,435	20,171	17,263
421	Contributions	-	-	-
425	Misc Amortization	12,567	12,567	-
427	Bond Interest Expense	(158,844)	(182,830)	23,986
428	Other Expense	-	(76,087)	76,087
429	Bond Premium	16,436	10,716	5,720
	Net Income	<u><u>744,216</u></u>	<u><u>733,421</u></u>	<u><u>10,795</u></u>

Distribution System -- 2nd Quarter April, May, and June, 2019

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size	By	Type
N. 15th St at North Ave approximately 110' East of N. 15th St	4/1/2019	6" MJ	DTC	G (vert)
North Ave and N. 15th St (W)	4/2/2019	12" MJ	DTC	G (vert)
North Ave --258 W N. 15th St.	4/3/2019	6" MJ	DTC	G (vert)
North Ave between --525' from N. 15th St.	4/4/2019	12" MJ	DTC	G (vert)
North Ave 525 feet west of N. 15th St.	4/5/2019	6" MJ	DTC	G (vert)
North Ave between RR and 19th St/ Muth Ct, 70' from UPRR	4/9/2019	12" MJ	DTC	G (vert)
North Ave --220' E of the UPRR	4/10/2019	6" MJ	DTC	G (vert)
North Ave between RR and N. 15th St, 220' E from UPRR	4/10/2019	12" MJ	DTC	G (vert)
North Ave --220' E of UPRR	4/10/2019	6" MJ	DTC	G (vert)
North Ave --150' E of the UPRR	4/10/2019	6" MJ	DTC	G (vert)
North Ave west of RR--40' East at the corner of North Ave and N. 19th St.	4/15/2019	12" MJ	DTC	G (vert)
North Ave and N. 19th St/Muth Ct (W)	4/18/2019	12" MJ	DTC	G (vert)
North Ave and N. 20th St (W)	4/19/2019	12" MJ	DTC	G (vert)
North Ave W of RR tracks (S)	4/22/2019	12" MJ	DTC	G (vert)
North Ave and N. 19th St/Muth Ct (SE)	4/22/2019	6" MJ	DTC	G (vert)
North Ave -- 100' W of the UPRR	4/22/2019	6" MJ	DTC	G (vert)
North Ave east and N. 19th St (S)	4/23/2019	8" MJ	DTC	G (vert)
North Ave and N. 21st St (SE)	4/23/2019	12" MJ	DTC	G (vert)
North Ave east of N. 21st St.(N)	4/23/2019	12" MJ	DTC	G (vert)
North Ave and N. 20th St. (S)	4/24/2019	8" MJ	DTC	G (vert)
North Ave and N. 20th St	4/24/2019	6" MJ	DTC	G (vert)
North Ave and N. 21st St	4/24/2019	6" MJ	DTC	G (vert)
North Ave. --180' E. of RR Trks (W)	4/27/2019	12" MJ	DTC	G (vert)
Pienco tie-in (to 8" and 12" services) and RR (east) tie-in	4/27/2019	8" MJ	DTC	G (vert)
Pienco tie-in (to 8" and 12" services) and RR (east) tie-in	4/27/2019	12" MJ	DTC	G (vert)
Niagara Ave. --48' W. of c.l. N. 14th St. (W)	5/6/2019	12" MJ	ute.	G (vert)
Niagara Ave. at N. 15th St	5/13/2019	6" MJ	ute.	G (vert)
Niagara Ave and N. 15th St	5/13/2019	6" MJ	ute.	G (vert)
N. 15th St and Niagara Ave	5/17/2019	12" MJ	ute.	G (vert)
N. 15th St Midblock between Niagara and Wisconsin	5/22/2019	6" MJ	ute.	G (vert)
N. 15th St X/N. North of Wisconsin Ave (NW)	5/23/2019	6" MJ	ute.	G (vert)
N. 15th St. at Wisconsin Ave. (S)	5/25/2019	12" MJ	ute.	G (vert)
Wisconsin Ave at N. 15th St (E)	5/28/2019	8" MJ	ute.	G (vert)
N. 15th St. at Wisconsin Ave. (NE)	5/31/2019	6" MJ	ute.	G (vert)
N. 15th St. 200' N. of Wisconsin Ave. (W)	5/31/2019	6" MJ	ute.	G (vert)

Total Valves Installed = 35

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
North Ave. at N. 15th St. (W)	9/8/1917	4/2/2019	G
North Ave. 440' E. of N. 19th St. (N)	6/8/1979	4/9/2019	TS & V G
North Ave. at Muth Ct. (E)	8/2/1948	4/15/2019	G
North Ave. --180' E. of RR Trks (W)	7/3/1979	4/27/2019	B/T-N
Niagara Ave. --40' E. of c.l. N. 14th St. (E)	10/13/1999	5/6/2019	B/F-N

Total Valves Removed = 5

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
N. 8th St. 185' S. of c.l. Wisconsin Ave. (W)	8/1/1991	6/30/2019

Total Valves Abandoned = 1

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size
----------	------------	------

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
North Ave (between RR and N. 15th St.) approximately 255' W of N. 15th St.	4/1/2019	8"	y	DTC
North Ave at N. 15th St approximately 110' East N. 15th	4/1/2019	76"	y	DTC
North Ave approximately 525' from W. 15th St. (NW)	4/5/2019	86"	y	DTC
North Ave --150' E of the UPRR	4/8/2019	76"	y	DTC

North Ave ~220' E of the UPRR	4/10/2019		y	DTC
North Ave and N. 19th St.(SW)	4/22/2019	6"6"	y	DTC
North Ave 100' west of RR	4/22/2019	8"	y	DTC
North Ave and N. 21th St (SE)	4/24/2019	8"	y	DTC
North Ave and N. 20th St (SW)	4/24/2019	6"6"	y	DTC
Niagara Ave at N. 15th St	5/13/2019		y	etc.
N. 15th St. at Wisconsin Ave. (NE)	5/31/2019	6"6"	y	etc.
N. 15th St. 200' N. of Wisconsin Ave. (W)	5/31/2019		y	etc.

Total Hydrants Installed = 12

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
North Ave. ~456' W. of c.l. N. 15th St. (S)	7/10/1960	4/6/2019	n
SE corner of North Ave and N. 19th St		4/22/2019	
N. 15th St. at Wisconsin Ave. (NE)	4/29/1943	5/31/2019	n
N. 15th St. 200' N. of Wisconsin Ave. (W)		5/31/2019	n
N. 8th St. 185' S. of c.l. Wisconsin Ave. (W)	8/1/1991	6/30/2019	y

Total Hydrants Removed = 5

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size
----------	-----------	-----------	---------

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
----------	-----------	------------

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Main Size (")
Broadway Avenue and South 23rd Street	4/22/2019	6"

Total Water Main Breaks = 1

SUMMARY

Number of feet of 4 inch water main installed	71	water main
Number of feet of 6 inch hydrant lead installed	5.0	
Number of feet of 6 inch water main installed	64.1	
Number of feet of 8 inch water main installed	303.8	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	3462.6	
Number of feet of 16 inch water main installed	0.0	hydrants
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	3882	
Number of water main breaks repaired	1	
Number of hydrants installed	12	
Number of hydrants removed or abandoned	5	valves
Number of hydrants maintained or moved	0	
Number of street valves installed	35	
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	6	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	1	

HIGH LIFT DELIVERY QUARTERLY REPORT 2019

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2018	1,104,725,000	\$204,415.71	\$185.04
	2019	1,111,503,000	\$217,158.22	\$195.37
	Percent Difference	0.61%	6.23%	5.58%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2018	1,221,865,000	\$194,057.80	\$158.82
	2019	1,132,902,000	\$192,754.83	\$170.14
	Percent Difference	-7.28%	-0.67%	7.13%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2018	1,354,054,000	\$204,780.00	\$151.22
	2019	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2018	1,128,838,000	\$205,214.48	\$182.12
	2019	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2019				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2018	4,807,482,000	\$808,447.79	\$168.16
	2019	2,244,405,000	\$409,911.05	\$182.64
	Percent Difference	-53.31%	-49.30%	8.61%
YEAR TO DATE : 2019				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2018	4,689,590	\$40,213.11	
	2019	3,175,880	\$18,891.67	
	Percent Difference	-32.28%	-53.02%	
STORM WATER CHARGES	2019	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	14,717,000	May 30, 2019	
	Minimum Pumpage Day	8,407,000	January 1, 2019	

	MG	\$	\$/MG
2018	4,807,482,000	\$808,447.79	\$168.16
2019	2,244,405,000	\$409,911.05	\$182.64

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.
 Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs.
 Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.
 Sludge disposal costs are not included in \$/MG.

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
August 5, 2019.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 41-19-20
by City Clerk submitting various license applications; recommends approving
the following license:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
	2843 Bernier, Kristopher A.	2102 Superior Avenue

consent

_____	_____
_____	_____
_____	_____
	Committee

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

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

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 41 - 19 - 20. By CITY CLERK. July 10, 2019.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3160	BoMallies	2427 Calumet Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3328	Jovada's Place	1210 Michigan Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
6839	Berlin, Jamie S.	3802 S. 10 th Street
2833	Bista, Bharat	916 Mulberry Lane, Kohler
2848	Blazer, Jessica A.	2905 S. 16 th Street
7977	Czarnecki, Clint J.	620 Saint Clair Ave #109
8213	Dern, Kathy M.	2613 N. 10 th Street
2839	Devries, Arthur J.	2748 N. 10 th Street Apt. 5
2836	Eigenberger, Roger W. (Club)	1721 Barrett Street
2834	Engstrom, Travis A.	208 Prospect Avenue
2854	Entringer, Kayleigh J.	3015 S. 22 nd Street
2832	Gamez, Alexander W.	2013 Cooper Avenue
2533	Hietala, Vanessa G.	1919A N. 9 th Street
2846	Huber, Liesl A.	1823 N. 6 th Street
2852	Ingram, Alice E.	1514 S. 13 th Street
2835	Johnson, Donald E. III	N5387 Willow Road, Plymouth
2849	Leon, Esmeralda	15134 E.9000N Road Grant Park, IL
2830	Logsdon, Lawrence L.	2321A S. 10 th Street
8650	Lorge, Todd A. (Club)	N6206 N. 61 st Street
2826	Miller, Stephanie G.	1318 Virginia Avenue
8474	Museus, Dana C.	1137 240 th Street, Dresser

Handwritten:
7-10-19
Hld 2843
7-24-19
Grant
#2843

1973 Plate, Cynthia M.
 0978 Prueter, Keri L.
 2850 Raouf, Hebatalla A.
 7528 Rudd, Jacqueline J.
 0415 Sanchez, Mark A.
 2829 Shimkoski, Mckenna L.
 2218 Tauferner, Gary L.
 2831 Toebe, Aidan P.
 1706 Tymm, Laura E.
 9692 Tyrrell, Erin K.
 2856 Wilson, Cody P.

2722 S. 9th Street
 1604 S. 14th Street
 3305 N.9th Street
 W2551 Theobald Court
 N8237 Cty Rd J, Elkhart Lake
 1940 N. 10th Street
 2606 Grey Fox Court
 2601 N. 11th Street
 18705 Mueller Road, Kiel
 1301 S. 19th Street
 934 Swift Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7538	Beeck, Michael K.	2133 N. 20 th Street
9442	Bockin, Mary R.	3111 East Mark Drive
2129	Bohara, Keshab	1601 Maryland Avenue
1868	Bryant, Kaylynn N.	1322 N. 12 th Street
2440	Butzen, MarthaJo	685 E. Washington Ave., Cleveland
2162	Carney, Naomi B.	703 Collins St Apt. 6, Plymouth
2025	Chaudhary, Prem Lal	1601 Maryland Avenue
0231	Ciotola, Bryan T.	1534 Blocki Court
2087	Darling, Joann M.	1630 Cambridge Avenue
4602	Drews, Richard T.	909 S. 16 th Street
7163	Dyke Van Ess, Jennifer L.	N3328 Cty Rd A East, Sheboygan Falls
0205	Ebenreiter, Diane M.	4902 N. 18 th Street
0092	Ehler, Kristi L.	3609 N. 21 st Street
2141	Freeland, Nathan D.	1504 Bell Avenue
1825	Frei, Dorris M.	1320 S. 16 th Street
5546	Gross, Travis J.	2728 Highland Terrace
7662	Hartman, Lisa M.	3306 Mueller Road
0178	Harvey, Derek J.	834 Spring Avenue #A
1671	Hinz, Mackenzie N.	2221 Mill Road
1995	Hoffman, Arianna J.	1906 Superior Avenue
0916	Kempf, Corey D.	824 Ashland Avenue
1656	Kober, Susan K.	1012 N. 27 th Street Apt. 101S
0252	Lucarelli, Brenda S.	222 Superior Avenue
0929	Mayr, Cherilyn A.	1913 Wiemann Avenue
0784	Mehn, Jeffrey L.	3610 Bonnie Court
0360	Merrill, Anna K.	1120 S. 17 th Street
6096	Miller, Michael S.	723 St. Clair Avenue Apt. 1
0220	Minglana, Nadine M.	1530 N. 9 th Street
2005	Momma, Catherine M.	2923 Superior Avenue
0953	Morton, Michael G.	1619 Division Avenue

1778 Muniizzi, James P.	2405 David Avenue
1943 Nytes, Katy	2413 Calumet Drive
0105 Pacyga, Laura A.	1518 N. 10 th Street
9632 Phippen, Robert D.	1521 S. 9 th Street
2037 Ramos, Draven C.	4011 Oakdale Court #D107
1666 Ratzel, Alan R.	3917 Mendacino Lane Apt. 307
0323 Richter, Erin E.	1640 S. 19 th Street
2038 Richter, Joseph M.	1822 N. 1 st Street
5217 Rishel, Kendall A.	1911 N. 12 th Street
0794 Schanno, Amber M.	810 Linden Street, Cleveland
9422 Scharenbrock, Susan K.	1405 N. 13 th Street
0965 Schoerner, Eric R.	522 Juniper Drive
1820 Schultz, Joseph C.	723 Spring Avenue
0793 Sonia, Jason C.	2040 Folger Court
0100 Toeller, Stephen J.	151 Van Altena Avenue, Cedar Grove
0881 Tryba, Michael A.	2413 S. 12 th Street
6231 Uribe, Silvia	815 Bluff Avenue
1684 Vera, Wendy L.	1329 Eisner Avenue
1983 Williams, Spenser	504 Valley Road, Kohler
7402 Wriedt, Jeffrey S.	2006 N. 18 th Street
2338 Wyckoff, Kevin J.	1921 N. 38 th Street
2357 Ziegler, Thomas M.	1312 Kentucky Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2843	Bernier, Kristopher A.	2102 Superior Avenue
2823	Santana, Alicia	2724 Main Avenue



Financial Trend Monitoring Analysis

July 15, 2019

Introduction

The Financial Trend Monitoring System (FTMS) was developed by the International City/County Management Association (ICMA) as a method for monitoring the financial condition of local government. The purpose of this report is to comprehensively examine the financial trends of the City of Sheboygan and make any financial policy adjustments to improve its overall financial condition. In accordance to the FTMS, generally accepted accounting standards were followed for the data presented in this report.

The report for this financial analysis is derived from the indicators described in the ICMA publication, “Evaluating Financial Condition”. The ICMA model examines four types of financial conditions:

1. *Cash Solvency* – the ability to pay bills over the next 60-90 days
2. *Budgetary Solvency* – the ability to cover expenditures with revenues and other resources over the normal budget period.
3. *Long-term Solvency* – the ability to pay not only the costs of doing business in the current year, but also those that will come due in future years.
4. *Service-Level Solvency* – the ability to provide services at the level and quality that are required for the health, safety, and welfare of the community and that citizen’s desire.

There are significant variations on how local governments manage their finances. This variation makes it challenging identify the standards and benchmark the indicators for local government. Therefore, it is almost certain that these standards and indicators are set up in accordance to local government goals, mission, and vision. For each indicator, they are characterized by an outcome described below:

Favorable – this trend is positive and meets policy or performance measures set by the city.

Caution – the trend is uncertain and should be watched carefully because it may move in a direction that could have negative impact on the city’s financial condition.

Negative – the trend is a warning and does not meet policy or performance measures set by the city. More information should be gathered and corrective actions should be taken as soon as possible.

Methodology

This report contains data from audited Comprehensive Annual Financial Reports (CAFR) from 2014 through 2018. The data includes revenue and expenditure information for general fund, special revenue funds, debt service funds, and other subsidiary funds.

When required for analysis, adjusting for inflation converts current dollars into constant dollars. The conversion from actual dollars to constant dollars allows for analyst to take in account the appearance growth due to inflation. For this report, the Consumer Price Index (CPI) tracks the prices of goods and services used by average wage earners in 2014.

	2014	2015	2016	2017	2018
Consumer Price Index	236.736	237.017	240.008	245.12	251.107
2014 Conversion Table	1.000	0.999	0.986	0.966	0.943
Percent Change		0.119	1.363	3.420	5.723

The following formula and example reveals how to calculate to constant dollars:

Conversion Factor = (2014 CPI / 2018 CPI) or (236.736 / 251.107) = 0.943

Constant Dollar = (Actual Dollar X Conversion Factor) or (\$1000 X .943) = \$943.

This means that \$1000 would have been worth \$943 in 2014.

Indicators

For the analysis of the City of Sheboygan's fiscal condition, 12 indicators were identified for this report:

Description		Trend
Revenue Indicators	Property Tax Revenue	Favorable
	General Government Revenue (Actual vs. Budgeted)	Favorable
	Intergovernmental Revenue	Favorable
Expenditure Indicators	Expenditure per Capita	Favorable
	Expenditure per Function	Favorable
	Employees per Capita	Favorable
	Personnel Cost As a Percent of Expenditures	Favorable
	Fringe Benefits as a Percent of Personal Services	Favorable
Operating Position	General Fund Operating Surplus / Deficit	Favorable
	Fund Balance as a Percentage of Revenue	Favorable
Debt Position	Debt Service-related Property Tax Levy	Favorable
	Net Direct Debt to Debt Limit	Favorable

Revenue

Revenue determines the city's capability to bring funds necessary to providing services. Under the right conditions, revenue should grow at an equal rate of expenditures. The City of the Sheboygan is known to have fiscally conservative policies.

Intergovernmental revenue plays a significant role in the funding of service-based programming. While a vast majority of the intergovernmental revenue sources are state-derived, permanent in nature, and reasonably stable, a limited amount is not permanent. The city needs to monitor the development of Wisconsin State budgets and be prepared to deal with funding changes.

Expenditure

Expenditures are an approximate measure of the city's service output. Generally speaking, as city provides more services, the more the city spends. The quality of services and efficiency are not accounted for under this indicator. An ideal situation would be that the expenditure growth

rate does not exceed the revenue growth rate and will have maximum spending flexibility to adjust changing conditions.

There are several factors to considering when measuring the city's capability to deliver its services and goods. First, determining the expenditure growth rates should operate within its revenue. Expenditure costs have been able to remain at a stable rate despite changes in the budget. In addition, this balance may also have to incur with the changes in priorities for budgeting. For example, a small percentage decrease in public safety suggest lower crimes rates, therefore, the city will allocate more funds towards public works for funding its capital projects. Second, a level of flexibility is needed in which the city is able to adjust its service levels to changing economic and social conditions. Mandatory costs are likely to occur, such as debt service payments, pension benefits, mandates, etc. A growing number mandatory costs would likely decrease flexibility and may affect the Sheboygan's ability to provide services. The overall results in Sheboygan suggest there have been no significant changes in expenditure costs. However, minimal changes may affect the overall operating position.

Operating Position

Operating position refers to Sheboygan's ability to maintain reserves for emergencies, and maintain sufficient cash to pay short-term obligations and bills. A city will generate an operating surplus (revenue exceeds expenditures) or deficit (expenditures exceeds revenue). These surplus and deficits are created from policy decisions or unintentionally from imprecise forecasted revenues and expenditures. In Sheboygan, results would indicate there may have been some issues in maintaining an operational surplus, but that may be due to policy and/or priority shifts. Reserves are built through the accumulation of annual operational surpluses. These are maintained for a financial safety net in case of an event of loss of revenue source, natural disaster, economic downturn, etc. Having sufficient reserves allows for the city to be more flexible with its spending. Sheboygan has had an increase in uncommitted fund balances. Consequently, the city has used the balances as a funding source for one-time projects or purchases.

Debt Position

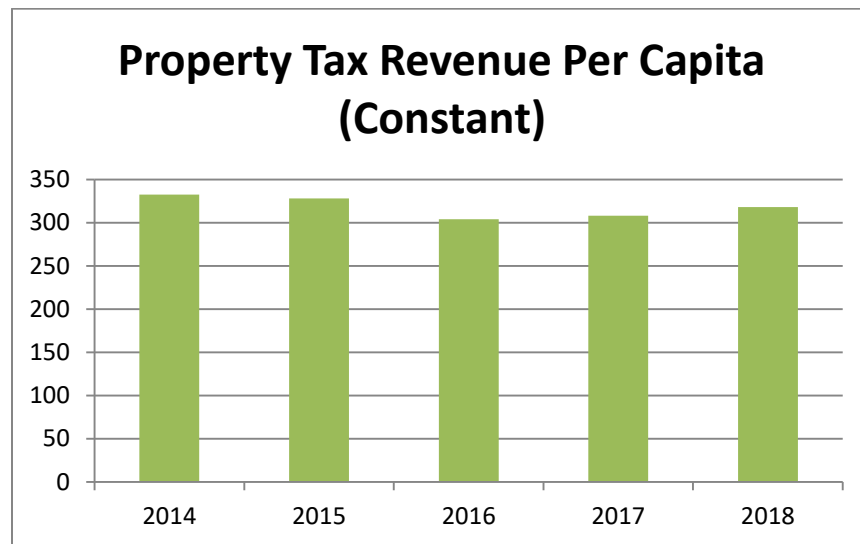
Debt position is important for examining its expenditure obligations that must be satisfied when due. Debt is an effective tool to finance capital improvements and smooth short-term revenue flows. Under the right circumstances, the city's debt should be proportionate to the size and growth of the city's tax base. Sheboygan has relatively been able to maintain its repayment obligations and related favorable bond rating. However, projections based on the report findings would suggest that the city needs to closely monitor its future capital list and related debt issues.

Property Tax Revenue Per Capita*Description*

Property tax is one the major source of funding in the City of Sheboygan that makes up majority of the operating budget. Revenue per capita illustrates how revenue changes relative to the change in population over time. This reasoning argues that the cost of services is directly related to the population size. As the population size increases, it may be expected that the need for services would increase proportionately and remain constant during periods of decreasing size of population. If per capita revenue decreases, the city may unable to maintain existing services unless it finds new sources of revenue.

Analysis

Within the past five years, property tax per capita has decrease by approximately \$19 per capita. In 2014 through 2016, the city had seen a decrease in revenue, but increased in 2017 and 2018.

**Formula:**

$$\frac{\text{Operating Revenue (Constant)}}{\text{Population}}$$

	2014	2015	2016	2017	2018
Property Tax	\$16,167,763	\$15,972,916	\$14,960,383	\$15,406,665	\$16,469,774
CPI Conversion	1	0.999	0.986	0.966	0.943
Property Tax (Constant)	\$16,167,763	\$15,956,943	\$14,750,938	\$14,882,838	\$15,530,997
Total Population	48,649	48,654	48,514	48,329	48,846
Property Tax Revenue Per Capita (Constant)	332.33	327.97	304.06	307.95	313.54

Conclusion

Revenue per capita decreased from 2014 to 2016. However, with a modest change in population, revenue per capita has moderately risen over the past few years. Despite this, the city has had little to no trouble in absorbing the population and has been able to maintain its service level.

Revenue

Trend: **Favorable**

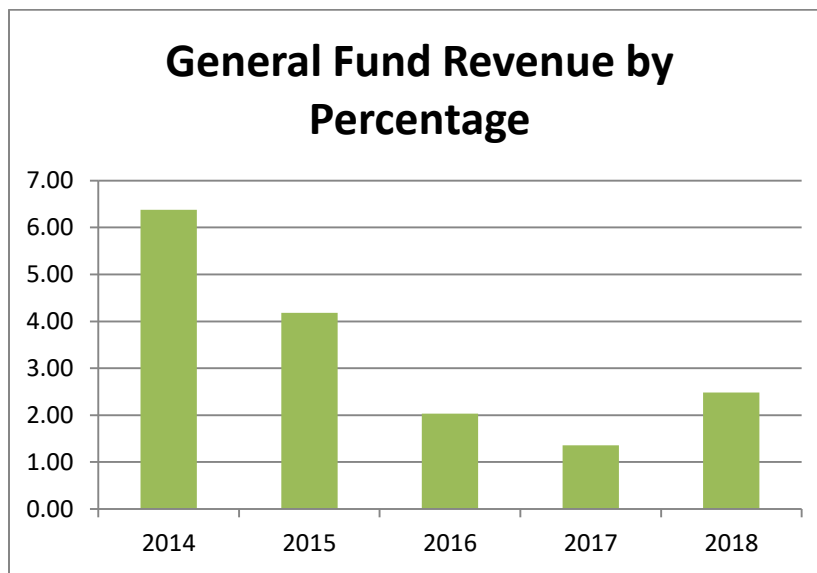
General Fund Revenue: Actual vs. Budget

Description

This indicator examines the comparison of the actual revenue received and budgeted in the General Fund revenue. This indicator is essential in examining the differences between the actual and budgeted funds to account for the operating revenue for services.

Analysis

The city has improved its projections for General Fund revenue in the past three years. The basis for its improved projection may be attributed to the city's enhanced analysis of planned permit fees associated with future development. With this downward trend since 2014, this trend is likely to remain constant.



Formula:

$$\frac{\text{Difference (Actual - Budgeted)}}{\text{Actual}}$$

	2014	2015	2016	2017	2018
Actual	\$35,020,791	\$34,426,556	\$33,126,796	\$33,665,263	\$35,091,324
Budgeted	\$32,922,200	\$33,045,716	\$32,469,155	\$33,212,132	\$34,121,641
Difference	\$ 2,098,591	\$ 1,380,840	\$ 657,641	\$ 453,131	\$ 969,683
Percentage Change	6.38	4.18	2.03	1.36	2.84

Conclusion

This trend is favorable. An under estimation of revenue means that the city may decide to increase property tax levy or applied fund balance more than necessary. An underestimated of budget revenues can result in constraints on services and/or capital projects. Therefore, examining the difference between the actual and budgeted revenues should be minimized as much as possible.

Revenue

Trend: **Favorable**

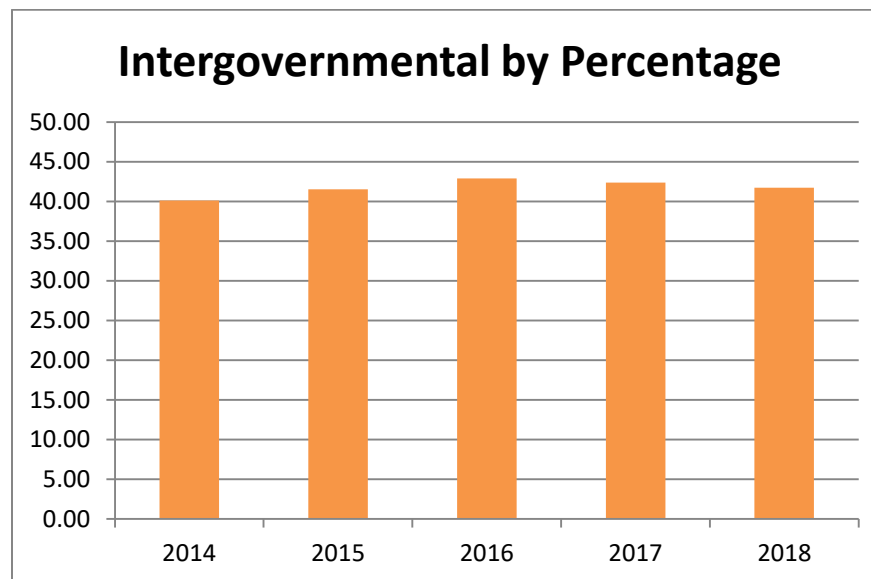
Intergovernmental Revenue

Description

Intergovernmental revenues are funds received from other governmental entities. However, an overdependence on intergovernmental revenue can have adverse impact on financial condition due to restrictions or stipulations that the other governmental entities attach to the revenue. For instance, as Federal and state governments struggle with their own budgetary problems, withdrawal or reduction of payments to local governments serve as one of their cutback options.

Analysis

Sheboygan's intergovernmental revenue as a percentage of the General Fund revenue is the city's second largest category (with Taxes being the largest category). Over the past five years, the percent of intergovernmental revenue has been very constant. In 2018, intergovernmental revenue increased by \$378,769 due, in part, to higher State Transportation Aids.



Formula:

$$\frac{\text{Intergovernmental Revenue}}{\text{Net Operating Revenue}}$$

	2014	2015	2016	2017	2018
Intergovernmental Revenue	\$14,047,489	\$14,297,099	\$14,207,490	\$14,258,858	\$14,637,627
Net Operating Revenue	\$35,020,791	\$34,426,556	\$33,126,796	\$33,665,263	\$35,091,324
Percentage	40.11	41.53	42.89	42.36	41.71

Conclusion

The city, similar to all other Wisconsin municipalities, relies heavily on intergovernmental aid and grants for operating purposes. The State of Wisconsin has restricted options of municipalities in generating additional direct revenue sources, i.e. sales and income taxes. State Transportation Aids to the city has increased in the last two years and is expected to increase in light of the State formula which rewards municipalities which spends more on transportation-related activities.

Expenditure

Trend: **Favorable**

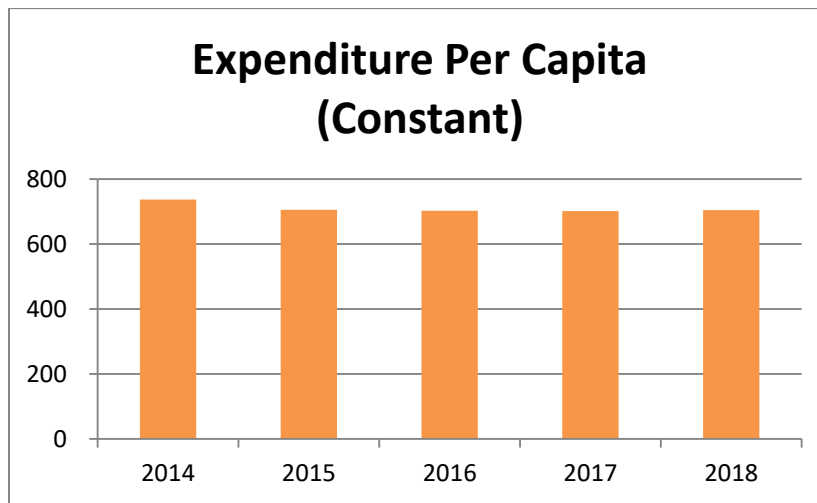
Expenditure Per Capita

Description

Expenditures per capita reflect changes of expenditures relative to the population. An increase in per capita may indicate that cost of providing services is exceeding the City's ability to pay. If the increase in spending is greater than would be expected from continued inflation and cannot be explained by the addition of new services, it can be an indicator of declining productivity, whereby the government is spending more real dollars to support the same level of services.

Analysis

With the exception of 2014, (General Fund) expenditures per capita have been stable.



Formula:
$$\frac{\text{Expenditure (Constant)}}{\text{Population}}$$

	2014	2015	2016	2017	2018
Expenditure	\$35,859,473	\$34,348,224	\$34,565,857*	\$35,104,914	\$36,460,099
CPI Conversion	1	0.999	0.986	0.966	0.943
Expenditure (Constant)	\$35,859,473	\$34,313,875	\$34,081,935	\$33,911,347	\$34,381,873
Total Population	48,649	48,654	48,514	48,329	48,846
Expenditure Per Capita	737.11	705.26	702.52	701.68	703.88

*The 2016 Expenditure amount does not include a \$2.5 million transfer to Sheboygan County for capital costs associated with the transfer of emergency dispatch services.

Conclusion

If expenditure per capita increased without offsetting increases in revenue, the city will have to be concerned over policy issues. However, the trend seems to reveal no significant changes and does not warrant changes over its policies.

Expenditure

Trend: **Favorable**

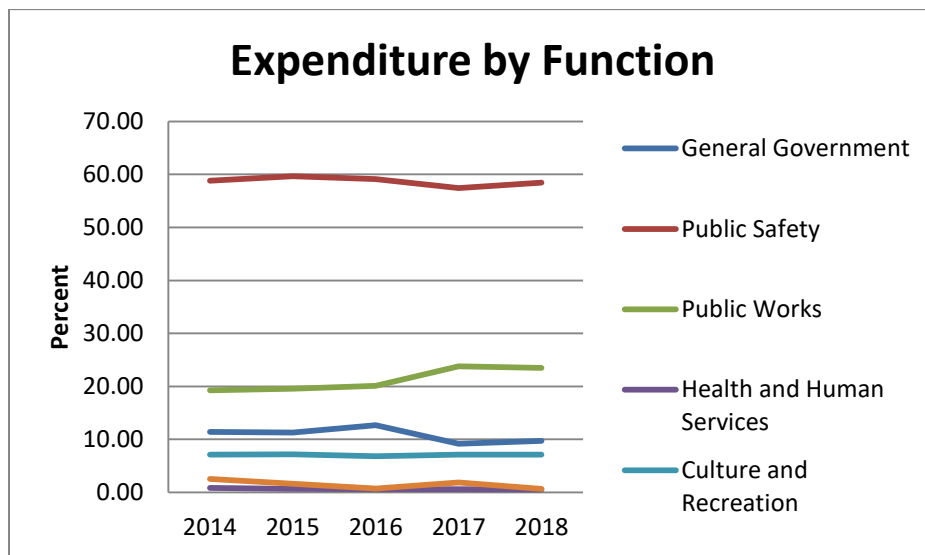
Expenditure by Function

Description

Expenditures by function show a breakdown of the General Fund expenditures. This can help analyze causes of changes in expenditures over time by department. The City of Sheboygan operates with at least six departments reflected in their finances in terms of employees, services, and benefits.

Analysis

The overall expenditures of the General Fund have been fairly stable with an average annual increase of less than 1 percent. (Please note the dollar amounts here have not been adjusted by the CPI Conversion.) Three categories experienced significant changes over the four year period: Public Works (increase), Health and Human Services (decrease), and Conservation and Development (decrease).



Formula:

$$\frac{\text{Expenditures}}{\text{Net Expenditures}}$$

	2014	2015	2016	2017	2018
General Government	\$ 4,036,423	\$ 3,886,099	4,689,064	3,221,641	3,523,721
Public Safety*	\$20,820,701	\$20,481,643	21,920,893	20,153,962	21,258,978
Public Works	\$ 6,809,341	\$ 6,711,257	7,443,242	8,359,079	8,550,172
Health and Human Services	\$ 301,953	\$ 233,341	233,451	221,626	188,887
Culture and Recreation	\$ 2,515,122	\$ 2,470,759	2,521,890	2,502,128	2,589,426
Conservation and Development	\$ 905,387	\$ 565,125	257,317	646,478	348,915
Total	\$35,388,927	\$34,348,224	\$37,065,857	\$35,104,914	\$36,460,099

*The 2016 Expenditure amount does not include a \$2.5 million transfer to Sheboygan County for capital costs associated with the transfer of emergency dispatch services.

Conclusion

With the exception of the Public Works category, Health and Human Services and Conservation and Development experienced one-time expenses in prior years which are not expected to be repeated. Future funding in the Public Works category is anticipated to continue at the 2017 and 2018 levels.

Expenditure

Trend: **Favorable**

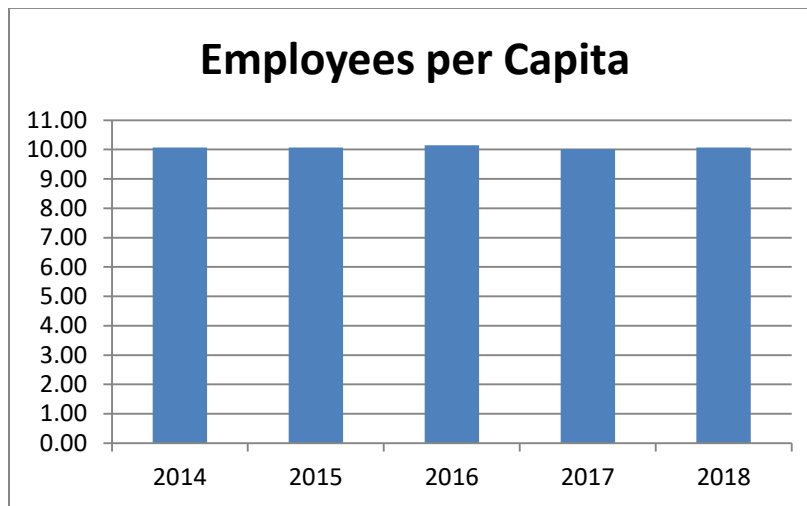
Employees per Capita

Description

This measure represents total employees on the payroll system. Personnel costs are a major portion of local government's operating budget. Therefore, plotting changes in the number of employees per capita is a good way to measure changes in expenditures. In addition, increasing ratio of employees per 1,000 in population can be a warning sign for declining productivity or more labor intensive services that have been added or expenditures are rising faster than revenues.

Analysis

Sheboygan's municipal government number of employees has remained consistent over the past five years. With no material change in population, no material change in employees has occurred during this period.



Formula:

$$\frac{\text{Number of Municipal Employees}}{\text{Population}}$$

	2014	2015	2016	2017	2018
Number of Employees	490	490	492	484	492
Total Population	48,649	48,654	48,514	48,329	48,846
Employees per 1000	10.07	10.07	10.14	10.01	10.07

Conclusion

There have been no significant changes over the past five years. In addition, the city has had no significant service demand or program changes that would indicate a basis for an increase in municipal employment, such as higher crime rates would mean more police officers.

Expenditure

Trend: **Favorable**

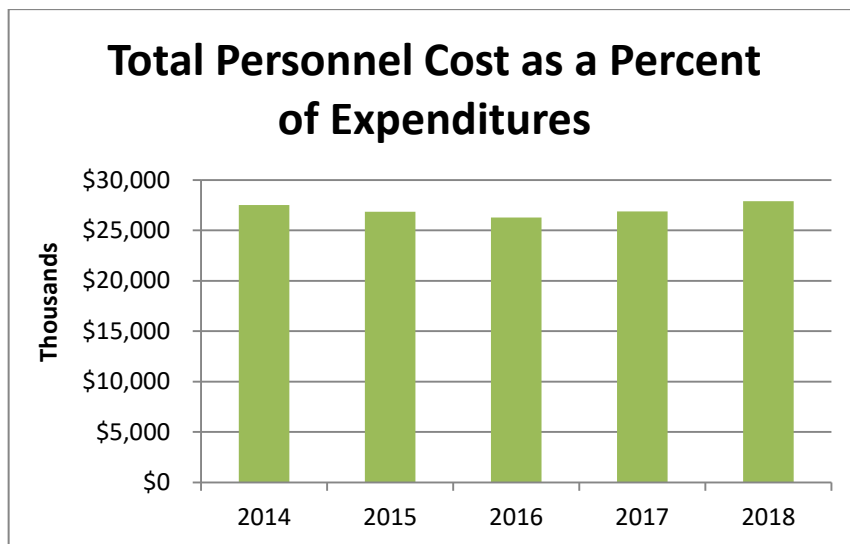
Personnel Cost as a Percentage of Expenditures

Description

As part of the operating (General Fund) expenditure, personnel cost is reflective of the community's ability to pay for the services government provides. In addition, plotting changes in the personnel cost is a good way to measure changes in expenditures. This is a measure of the average compensation, including benefits such as health care, social security, Medicare, and retirement for the average employee.

Analysis

To measure the average personnel cost, total personnel cost were divided by the total expenditures spent in that fiscal year. The average percentages of personnel costs have been stable over the 2014 - 2018 period.



Formula:

$$\frac{\text{General Fund Wages and Benefits}}{\text{General Fund Expenditures}}$$

	2014	2015	2016	2017	2018
Total Personnel Cost	\$27,518,961	\$26,846,154	\$26,290,365	\$26,881,564	\$27,896,420
Total Expenditure	\$35,859,473	\$34,348,224	\$34,565,857*	\$35,104,914	\$36,460,099
Percentage in Personnel Costs	76.74	78.16	76.06	76.57	76.51

*The 2016 Expenditure amount does not include a \$2.5 million transfer to Sheboygan County for capital costs associated with the transfer of emergency dispatch services.

Conclusion

This indicator receives a favorable trend. While both expenditures and personnel costs since 2016 have increased slightly, the city has been able to manage its personnel cost.

Expenditure

Trend: **Favorable**

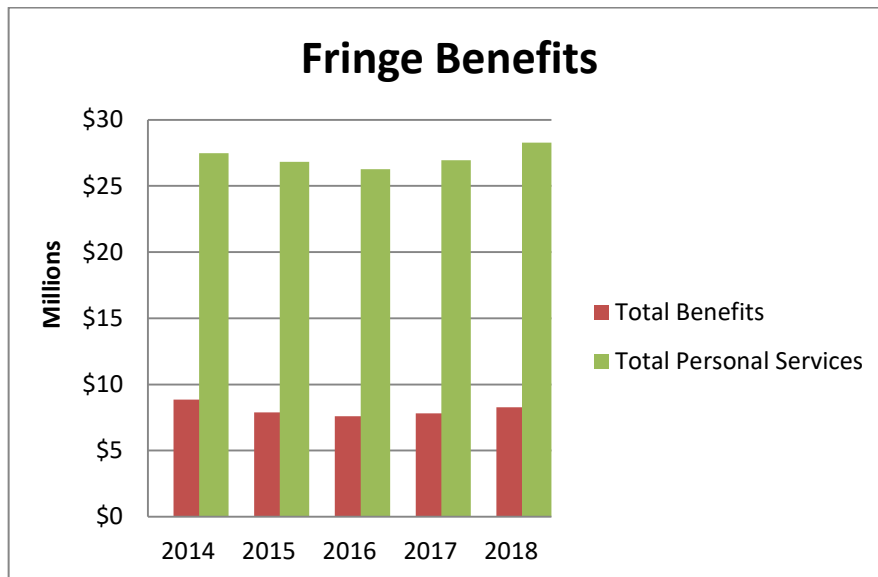
Fringe Benefits as a Percent of Personal Services

Description

Fringe benefits represent a significant share of the city operating cost. Common forms of fringe benefits in Sheboygan are Social Security, retirement, unfunded pension liability, health insurance, life insurance, dental insurance, worker's compensation, unemployment compensation, and clothing allowance. Monitoring fringe benefits will allow the city to isolate increasing costs and make adjustment where necessary. The complexity of funding and recording of fringe benefits often involves complex processes that may go unnoticed, straining the government's finances.

Analysis

Starting in 2015, fringe benefits in comparison to wages and salaries have remained stable. Specifically, active and retiree health insurance-related costs were significantly higher in 2014. Subsequently, the city modified its health insurance plan by implementing a high deductible policy design.



Formula:

$$\frac{\text{Fringe Benefits expenditure}}{\text{Personal Services expenditures}}$$

	2014	2015	2016	2017	2018
Fringe Benefits	\$ 8,865,372	\$ 7,884,409	\$ 7,603,100	\$ 7,814,496	\$ 8,272,026
Total Personal Services	\$27,464,592	\$26,828,974	\$26,269,195	\$26,946,746	\$28,270,608
Benefits as %	32.21%	29.38%	28.94%	29.00%	29.26%

Conclusion

The City of Sheboygan implemented a high deductible health insurance plan, effective in 2015. This change has resulted in a decline of costs by approximately 20 percent which has similarly reduced fringe benefit costs. Other costs have increased at the same inflationary rate as wages.

Operating Position

Trend: **Favorable**

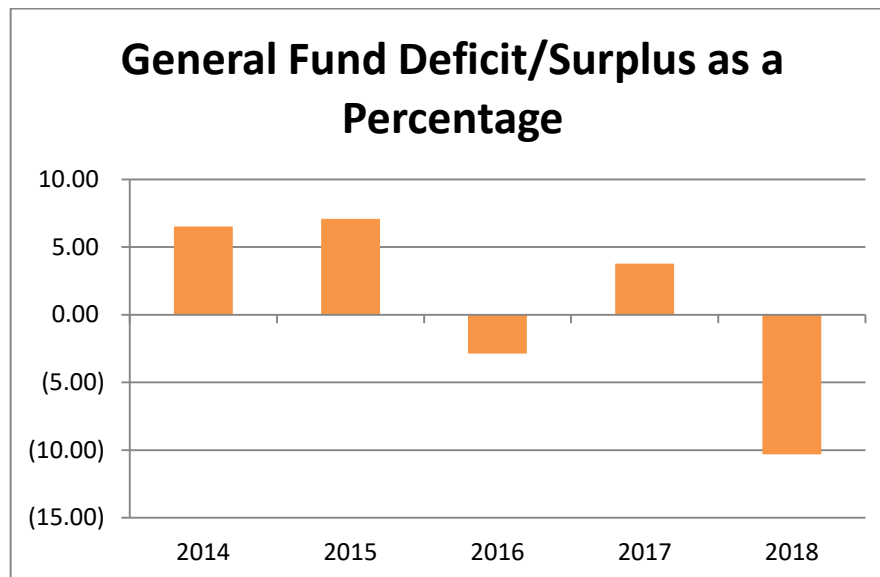
General Fund Operating Surplus or Deficit

Description

As one of the basic measure of localities in operating position, this measure examines a city well-being in how much money was spent as compared with the amount that was brought in. If more money is being spent, than the city will have to make adjustments in order to maintain operations. If expenditures are outpacing money being brought in, than the city will have to make adjustments in cutting cost or decrease level services.

Analysis

In 2016 and 2018, the Common Council supported one time contributions of \$2.5 million and \$5.5 million respectively from the General Fund to support the development of a County centralized emergency dispatch center and City Hall renovations. It is the city's normal practice to budget conservatively on its revenues and expenditures which usually results in end of year surpluses.



Formula:

$$\frac{\text{GF Revenue} - \text{GF Expenditure}}{\text{GF Revenue}}$$

	2014	2015	2016	2017	2018
Revenue	\$38,438,801	\$37,350,132	\$36,034,360	\$36,486,575	\$38,039,543
Expenditure	\$35,932,875	\$34,793,246	\$37,068,849	\$35,112,766	\$41,965,674
Deficit/Surplus	\$ 2,505,926	\$ 2,556,886	(\$1,034,489)	\$ 1,373,809	(\$3,926,131)
Deficit/Surplus as a Percentage	6.52	7.09	(2.87)	3.77	(10.32)

Conclusion

Due to the city's high fund balance in the General Fund, this fund is frequently a source of revenue for one-time projects. Without the \$2.5 million and \$5.5 million transfers, both 2016 and 2018 would have respectively experienced a surplus - \$1,465,511 in 2016 and \$1,573,869 in 2018.

Operating Position

Trend: **Favorable**

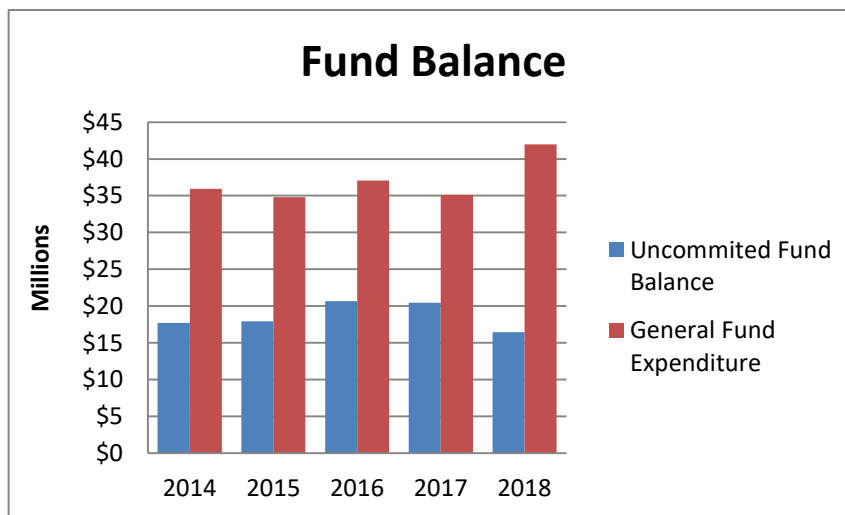
Fund Balance

Description

Fund balances are excess of revenues over expenditures. Positive fund balances can also be thought of reserves, although they are not always synonymous with appropriations. Reports may show allocations of fund balances as non-spendable, restricted, committed, assigned and/or unassigned/uncommitted.

Analysis

The city's financial policy includes a policy on uncommitted fund balance in the General Fund to be maintained at no less than 25 percent. The 2018 fund balance and the percent of fund balance were impacted by the use of \$5.5 million toward the City Hall renovation project. If the use of \$5.5 million did not occur, the uncommitted fund balance would be \$21,958,166 and the percentage of fund balance would be 60.22 percent. Prior to 2018, the trend for uncommitted fund balance reveals an upward trend. The percentage of fund balance in the General Fund had increased 9 percent in the past four years.



Formula:

Fund Balance

General Fund
Expenditure

	2014	2015	2016	2017	2018
Uncommitted Fund Balance	\$17,707,173	\$17,905,924	\$20,678,879	\$20,461,650	\$16,458,166
General Fund Expenditure	\$35,932,875	\$34,793,246	\$37,068,849	\$35,112,766	\$41,965,674
Percentage of Fund Balance	49.28	51.46	55.79	58.27	39.22

Conclusion

The percent of uncommitted fund balance in the General Fund is favorable. The maintenance of an adequate fund balance suggests that government operations are running smoothly. In addition, city's ability to accumulate and maintain a fund balance at or above 25 percent is a good indicator of the city's ability to withstand financial emergencies, such as a natural disaster.

Debt Position

Trend: **Favorable**

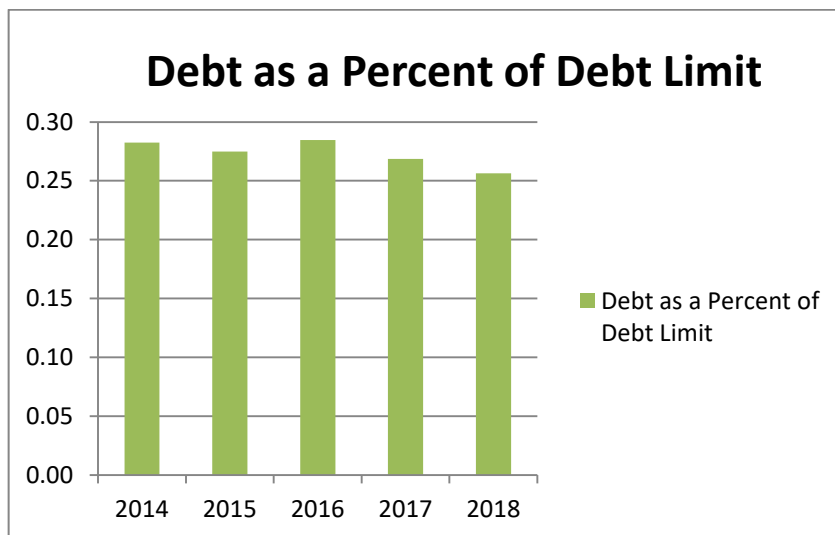
Net Direct Debt to Debt Limit

Description

The net direct debt includes all debt backed by the city's full faith and credit pledge, such as the general obligation bond. In Wisconsin, the debt capacity is limited by Wisconsin State Statutes to five percent of the equalized value.

Analysis

General Obligation (GO) debt has slightly increased (3 percent) from 2014 to 2018. Due to a moderate increase in equalized valuation, the city's Net Direct Debt to Equalized Value has remained relatively stable.



Formula:

GO Debt

WI Limit of Equalized Value

	2014	2015	2016	2017	2018
GO Debt	\$34,965,437	\$33,075,255	\$34,834,531	\$35,174,580	\$36,039,627
WI Debt Limit of Equalized Value (5%)	\$123,754,750	\$120,376,600	\$122,309,695	\$130,980,250	\$140,495,000
Net Equalized Value	0.28	0.27	0.28	0.27	0.26

Conclusion

The Great Recession severely impacted the real estate market and the overall local economy. As evidenced by the increase in equalized property values, 2017 was the first year of property appreciation since 2008. Increases in equalized property valuation positively impact the city's ability to incur additional debt. With the annual percent increase of equalized valuation exceeding the percent of increased debt, the city's overall debt as a percentage of debt limit remains stable or slightly lower.

Debt Service as a Percentage of Property Tax Levy

Trend: **Favorable**

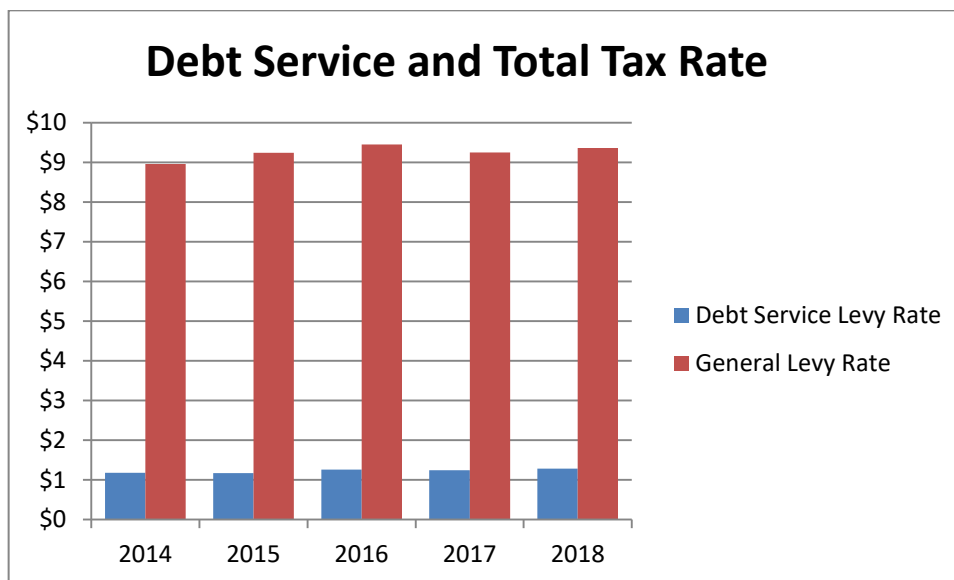
Annual Debt Service

Description

Debt Service as a Percentage of Property Tax Revenue is the amount of principal and interest that the city pays each year on long and short-term (non-development and non-utility) debt with property tax levy. As debt service increases, it adds to the city's obligations and reduces expenditure flexibility. In addition, debt service is a major part of the city's fixed costs and any increase may indicate excessive debt and fiscal strain.

Analysis

The share of the Property Tax Revenue (equalized tax rate) that is allocated to pay for debt service is stable. Although the tax rate has increased 10 cents per thousand dollar valuation since 2014, it remains proportional to the overall tax rate between the years 2014 - 2018.



Formula:

$$\frac{\text{Debt Service Levy Rate}}{\text{General Levy Rate}}$$

	2014	2015	2016	2017	2018
Debt Service-related Tax Rate	\$1.18	\$1.17	\$1.26	\$1.24	\$1.28
Total Municipal Tax Rate	\$8.96	\$9.24	\$9.45	\$9.52	\$9.36
Percent of Tax Rate	13%	13%	13%	13%	14%

Conclusion

The city's debt service which is funded by property taxes has been relatively stable as a percent of overall municipal property tax revenue. The percentage from 2014 – 2018 has increased by 1 percent. This resource reflects the traditional revenue source of debt service payments for General Obligation debt.

VI

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE. August 5, 2019.

Your Committee to whom was referred R. O. No. 44-19-20 by City Administrator submitting the Financial Trend Monitoring Analysis report for the City of Sheboygan for the years 2014 through 2018; recommends receiving the R. O. and filing the report as amended.

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

R. O. No. 44 - 19 - 20. By CITY ADMINISTRATOR. July 15, 2019.

Submitting the Financial Trend Monitoring Analysis report for the City of Sheboygan for the years 2014 through 2018.

*Finance
Personnel
receives
File as amended*

CITY ADMINISTRATOR

VI

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE. August 5, 2019.

Your Committee to whom was referred R. O. No. 45-19-20 by City Administrator for consideration of the Finance and Personnel Committee regarding the distribution and format of the 2021 Executive Program Budget and 2021 Executive Program Budget-in-Brief documents; recommends receiving the R. O. and adopting the recommendation.

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

3.4

R. O. No. 45 - 19 - 20. By CITY ADMINISTRATOR. July 15, 2019.

Consideration of the Finance and Personnel Committee regarding the distribution and format of the 2021 Executive Program Budget and 2021 Executive Program Budget-in-Brief documents.

CITY ADMINISTRATOR

Finance +
Personnel
Adopt

VI

R. C. No. - 19 - 20 . By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
August 5, 2019.

Your Committee to whom was referred R. O. No. 46-19-20 by City Clerk submitting various license applications; recommends approving the following licenses:

CHANGE OF AGENT

Cameron Bopp is replacing Mark Zipperer as agent effective immediately for Americinn located at 3664 S. Taylor Drive.

Emily Martin is replacing Thomas Phalin-Christman effective immediately for Rewind located at 1002 Michigan Avenue.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2858	Bechard, Tia N.	2001 N. 24 th Street
2860	Becker, Maxwell A.	2727 N. 12 th Street
1997	Coates, Harrison L.	2402B Calumet Drive
0285	Czarneski, Franklyn J.	1622 N. 7 th Street
8037	Diedrich, Hayley E.	619 N. 8 th Street #3
2866	Gideon, Lisa L.	1197 Edelweiss Ln. Apt 11, Sheb. Falls
2873	Halverson, Lisa A.	2719 Henry Street
9128	Jelinek-Zittel, Scott J.	4600 Nicole Lane
1575	Jones, Floyd D. Jr.	1310 Badger Road, Howards Grove

Consent

2870 Ramirez De Gamez, Griselda
2864 Rejholec, Cynthia M.
9973 Rishel, Aaron E.
1028 Sandford, Kourtney C.
1923 Strandholm, Daniel L.
1270 Yurk, Janet B.

1418 Geele Avenue
1402 N. 26th Street Apt. 4
1911 N. 12th Street
1412A S. 13th Street
750 Chaplin Court, Plymouth
1606 Carmen 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

3.5

R. O. No. 46 - 19 - 20. By CITY CLERK. JULY 15, 2019.

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

City Clerk

CHANGE OF AGENT

Cameron Bopp is replacing Mark Zipperer as agent effective immediately for Americinn located at 3664 S. Taylor Drive.

Emily Martin is replacing Thomas Phalin-Christman effective immediately for Rewind located at 1002 Michigan Avenue.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
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2873	Halverson, Lisa A.	2719 Henry Street
9128	Jelinek-Zittel, Scott J.	4600 Nicole Lane
1575	Jones, Floyd D. Jr.	1310 Badger Road, Howards Grove
2870	Ramirez De Gamez, Griselda	1418 Geele Avenue
2864	Rejholec, Cynthia M.	1402 N. 26 th Street Apt. 4
9973	Rishel, Aaron E.	1911 N. 12 th Street
1028	Sandford, Kourtney C.	1412A S. 13 th Street
1923	Strandholm, Daniel L.	750 Chaplin Court, Plymouth
1270	Yurk, Janet B.	1606 Carmen Avenue

LHPS

consent

Dated 20 . , City Clerk

Approved _____ 20_____, _____, Mayor

II

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

R. O. No. 48 - 19 - 20. BY DIRECTOR OF PUBLIC WORKS. July 23, 2019.

Submitting the request to disinter John Garnett who is interned at Wildwood Cemetery Lot N/2-145 Section 1 and relocate his cremains in Wildwood Cemetery to Lot 138 Section 1 that is owned by his brother, Keith Garnett.

DIRECTOR OF PUBLIC WORKS

*Public Works
Committee
rec'd + adopt prior
to 8-14-19*

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE. August 5, 2019.

Your Committee to whom was referred Res. No. 56-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to enter into a contract regarding surveying services for the proposed Union Pacific Trail; 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____.

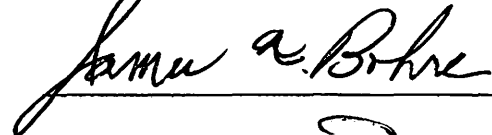

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Res. No. 56 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract regarding surveying services for the proposed Union Pacific Trail.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Terra Tec Engineering, LLC, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from the TID #17 Fund (42761100-611100) in payment of same.

~~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



W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

July 8, 2019

Mr. Chad Pelishek, Director
City of Sheboygan Planning and Development
828 Center Avenue
Sheboygan, WI 53081

Re: Plat of Survey with Topography Proposal
Sheboygan, Wisconsin
TerraTec File No. P1904010

Dear Mr. Pelishek:

As requested, TerraTec Engineering, LLC (TerraTec) is pleased to submit this proposal for surveying services for the above project. The following paragraphs describe the work scope, estimated project fees and proposal agreement.

PROJECT DESCRIPTION

Based on our meeting on April 30, 2019, TerraTec understands that the City of Sheboygan (Client) is pursuing the purchase of approximately 20.8 acres of property currently owned by the Union Pacific Railroad (UPRR). The limits of the purchase area were provided in our meeting in the UPRR Exhibit "A" entitled "Map CNW WI V-37 / 13 A-B & V-14 / 12 B" dated June 22, 2018. Upon review of the purchase area extent, TerraTec notified you that a portion of this area had been purchased by the City during a previous highway project. The extent of this prior purchase is depicted in the Right-of-Way Plat for Broadway Avenue (WisDOT Project ID 4996-00-21) and the Right-of-Way Plat for South Business Drive (WisDOT Project ID 4010-11-21). Thus, reducing the area of purchase to approximately 19 acres.

The limits of the survey will be from the east right of way line to the west right of way line for the north-south corridor beginning at Union Avenue and Pennsylvania and from north right of way line to south right of way line for the east-west corridor of the Union Pacific Railroad property from the east right of way line of the north north/south corridor to South 10th street..

The project area is as follows:

- On the west side of South Business Drive from 25-feet south of Union Avenue to the railroad underpass of South Business Drive, approximately 500-feet south of Indiana Avenue.
- On the east side of South Business Drive from the underpass of South Business to Indiana Avenue.
- Along the west property line of Rockline Industries and Prigges' Bus Service from Indiana Avenue to the south roadway edge of Pennsylvania Avenue.
- 150-feet north of Indiana Avenue from the Union Pacific north-south corridor (near South 13th Street) east 1200-feet to South 10th Street.

SCOPE OF SERVICES

TerraTec anticipates performing the following tasks which are described in the paragraphs below:

- Task 1 – Topographic Survey
- Task 2 – Right-of-Way Plat

Task 1 – Topographic Survey

TerraTec will perform the following activities:

- Establish control and benchmarks for the project.
- Contact and coordinate field markings of existing utilities by "Digger's Hotline."
- Perform a field survey of the subject property including ground shots for contouring, edge of pavement, roadway centerline, utilities, structures, surface features, water edge, etc.
- Perform measure downs for sanitary manholes, storm manholes and catch basins located both up and down gradient of the site.
- Trees over 8-inch diameter will be located, wooded areas will be outlined.
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- Prepare a map that will be placed on a 24" x 36" size sheet and shall contain a location map, legend, benchmarks and surface features measured in the field.

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TerraTec proposes to prepare a Plat of Survey based on current Title Reports in accordance with Chapter A-E7 of the Wisconsin Code (Minimum Standards for Property Surveys in Wisconsin) of the subject area. Activities will include:

- Obtain Title Reports – Up to 15 separate Title Reports will be included. The Title Reports shall include the following:
 - ✓ Extend over and cover a minimum period of sixty (60) years or to the last conveyance of record if more than sixty (60) years and shall include a certificate to the Owner of all entries of record affecting the titles of the said properties or premises during such period.
 - ✓ Include a copy of the last deed of record shall be included as part of the title report along with copies of any referenced documents delineated in the last deed.
 - ✓ Identify all easements of record on purchased property.
 - ✓ Identify all liens, mortgages, and tax records.
 - ✓ Include appropriate quarter section maps and tax roll listings and if applicable subdivision plats or certified survey maps.
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- Establish existing abutting property lines based on field work, existing recorded surveys and title reports.
- Prepare a property map and description for parcel boundary.
- Set property corners which are not located in the field.
- Provide electronic and hardcopies of files associated with the Plat of Survey.

ESTIMATED PROJECT FEES AND SCHEDULE

TerraTec proposes to perform the above described work scope for a sum of **\$14,000 for Task 1 and \$19,700 for Task 2**. This lump sum fee will be effective if this proposal is accepted by **City of Sheboygan** within 30 days of the date of this proposal.

GENERAL PROJECT UNDERSTANDING

1. This proposal does not include wetland delineations/services, environmental, geotechnical engineering, pavement design, architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.
2. It is our understanding that the Owner/Client will submit all regulatory permit fees including those to the City/WDNR/State, etc.
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7. TerraTec will not warrant the accuracy or completeness of any survey mapping provided to TerraTec by other parties.
8. This proposal does not include the preparation of a property boundary survey or Certified Survey Map, nor does it include permit or application fees. These services can be provided for additional fees, if requested.
9. The maps will be prepared in accordance with the drafting and design standards established by TerraTec in Autocad, which reflect common engineering practice.
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 - All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
 - The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
 - The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the

copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.

- Nothing in this Section 14, or anywhere else in this Agreement, is intended to be inconsistent with Client's obligations under the Wisconsin Public Records Law.

PROPOSAL AGREEMENT

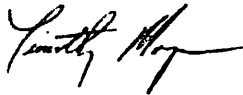
TerraTec Engineering, LLC proposes to perform this work under the attached General Services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by the proposal and General Terms and Conditions.

CLOSING

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.

Sincerely,

TERRATEC ENGINEERING, LLC



Timothy J. Moyer, P.E.
Principal

ACCEPTED BY:

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

© TerraTec Engineering, LLC., July 2019
Proposal No. P1905002

**TERRATEC ENGINEERING LLC.
GENERAL TERMS AND CONDITIONS**

1. SCOPE OF SERVICES.

- (a) The scope of services, project schedule, and associated cost estimate included in the attached proposal are based on the information made available to TerraTec Engineering by the Client. If this information is incomplete/inaccurate or if site conditions are materially different from those indicated by the Client, a written amendment to this Agreement equitably adjusting the scope of services, costs or schedule shall be executed by the Client and TerraTec Engineering. TerraTec Engineering may suspend performance of its services until the Amendment has been executed. If the Amendment is not agreed to within a reasonable time as deemed by TerraTec Engineering, TerraTec Engineering may terminate this Agreement. In the event of Agreement termination, the Client shall pay TerraTec Engineering for all services performed prior to termination and termination expenses set forth in these General Terms and Conditions.

2. BILLINGS AND PAYMENTS.

- (a) Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. TerraTec Engineering shall submit invoices for services performed and expenses incurred that have not been previously billed. Invoices shall be submitted not more frequently than monthly. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement. Any collection costs incurred by TerraTec to collect overdue sums from the Client shall immediately become due and payable to TerraTec from the Client.
- (b) The Client's obligation to pay for the services performed by TerraTec Engineering under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deductions shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to TerraTec Engineering. Client further agrees to pay TerraTec Engineering any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration or other dispute resolution costs and all court costs.
- (c) If any subpoena or court order is served upon TerraTec and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of TerraTec Engineering staff, subconsultants, or subcontractors at a trial, deposition, or for other discovery purposes arising out of TerraTec Engineering services performed under this Agreement, Client will pay TerraTec Engineering's fees (if any) applicable to TerraTec Engineering's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at the time of service upon TerraTec Engineering of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial. This provision shall not apply if TerraTec is a named party to a lawsuit as a result of its work performed under this Agreement.

3. STANDARD OF CARE.

- (a) TerraTec Engineering will strive to perform its services under this Agreement in conformance with the care and skill ordinarily exercised by members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

- (b) No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting services or by furnishing oral or written reports of the findings made.
- (c) If TerraTec Engineering breaches the standard of care, TerraTec Engineering shall be given an opportunity to correct any Services at no additional charge to Client.

4. ALLOCATION OF RISK.

- (a) Client shall indemnify and hold TerraTec Engineering, its members, managers, officers, agents, and employees harmless from and against any and all liabilities, losses, damages, costs, attorney fees, defense fees, and expenses which TerraTec Engineering, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action because of any injury or damage to person or property which arises out of the sole negligence or willful misconduct by Client or its directors, officers or employees, agents or invitees.
- (b) TerraTec Engineering shall indemnify, defend, and hold Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses caused by reason of any act, omission, fault, or negligence of TerraTec Engineering or of anyone acting under its direction or control or on its behalf.
- (c) Consequential damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TerraTec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

5. TERMINATION OF SERVICES.

- (a) This Agreement may be terminated by either party upon at least seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- (b) TerraTec Engineering may suspend performance of Services by giving Client five (5) days prior written notice hereof, if:
 - (i) Client is in default of its payment obligations under Paragraph 2; or
 - (ii) Force Majeure, as set forth in Paragraph 7 hereof, causes an uninterrupted continual delay of thirty (30) days or more or
 - (iii) Suspension of the Project or TerraTec's services by the Client for more than 90 calendar days, consecutive or in the aggregate.
- (c) TerraTec shall have no liability, and the Client agrees to make no claim for any delay or damage as a result of suspension/termination caused by any breach of this Agreement by the Client.
- (d) In the event of any termination/suspension, the Client shall pay TerraTec, in addition to payment for services rendered and reimbursable costs incurred, for all expenses incurred by TerraTec in connection with the termination of this Agreement including but not limited to demobilization,

reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6. TERRATEC ENGINEERING AS INDEPENDENT CONTRACTOR. TerraTec Engineering, in performing the Services, shall be deemed an independent contractor and not an agent or employee of Client.

7. FORCE MAJEURE. No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, Acts of God or the public enemy, acts of terrorism, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes. Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder.

8. ASSIGNMENT OF AGREEMENT. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

9. SUBCONTRACTS. TerraTec Engineering may subcontract any part of the Services with the prior written approval of Client. This approval may be provided by Client's Director of Planning & Development. Client reserves the right to reject any of TerraTec's personnel or proposed subcontractors, and to request that acceptable personnel be assigned to the project.

10. SURVIVAL OF OBLIGATIONS. Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

11. ENTIRE AGREEMENT. This Agreement including the attached proposal constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and TerraTec Engineering.

12. WRITTEN NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by private express service provider, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

13. GOVERNING LAW.

(a) This Agreement shall be governed by the law of the State of Wisconsin.

14. SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

15. PROJECT REPRESENTATIVE. Individuals who signed the attached proposal are the agents for receiving and giving notices unless otherwise specified in writing to the other party.

16. PERMITS, LICENSES AND ACCESS AGREEMENTS. Client shall cooperate with TerraTec Engineering in obtaining any permits or licenses required for the performance of the Services. Client shall obtain access agreements when necessary for the performance of services. Client shall pay all costs and fees necessary for such permits, licenses and access agreements.

17. ACCESS TO SITE AND INFORMATION.

In order that TerraTec Engineering may perform the Services, Client represents, warrants, and covenants that:

- (a) Client shall provide right-of-access to the site to TerraTec Engineering, its employees, agents and contractors, to conduct the planned field observations or services.
- (b) Prior to the execution and delivery of this Agreement, Client has supplied to TerraTec Engineering all information and documents in its possession, custody, or control known to the Client and material to the Site and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, utilities, and telephone cables.
- (c) TerraTec Engineering may use such information, requirements, reports, data, surveys and instructions provided by others in performing its services and is entitled to rely upon the accuracy and completeness thereof. TerraTec Engineering shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- (d) During the term of this contract:
 - (i) TerraTec Engineering will have complete access to the Site and any facilities located thereon required to perform the services.
 - (ii) Client shall continue to supply to TerraTec Engineering all material information and documents in its possession, custody or control known to the Client and material to the Site and the Services.
 - (iii) Client will give prompt notice to TerraTec Engineering whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.
 - (iv) TerraTec Engineering has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. For an additional fee, TerraTec Engineering will to the extent reasonably practicable restore the site to conditions substantially similar to those existing prior to TerraTec Engineering's operations at the request of Client.
 - (v) TerraTec Engineering shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks and telephone cables) or any existing subterranean conditions—or the consequences of such damage or injury—unless the damage or injury was the result of the negligence of TerraTec Engineering or an agent of TerraTec Engineering or was the result of TerraTec Engineering breaching the standard of care set forth in Section 3 of this Agreement.

18. SAFETY.

- (a) TerraTec Engineering is responsible solely for the safe performance by TerraTec Engineering field personnel of their activities in performance of the scope of services. It is expressly agreed that TerraTec Engineering's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project site nor is TerraTec Engineering to review the adequacy of job safety on the Project site.
- (b) TerraTec Engineering has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926. TerraTec Engineering does not provide, and has not assumed, any duties of inspection/monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926.

19. CHANGED CONDITIONS.

- (a) If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TerraTec are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TerraTec may call for renegotiation of appropriate portions of this Agreement. TerraTec shall notify the Client of the changed conditions necessitating renegotiation, and TerraTec and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot agree to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

20. THIRD-PARTY BENEFICIARIES.

- (a) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. REPORTS AND OWNERSHIP OF DOCUMENTS.

- (a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by TerraTec as instruments of service shall remain the property of TerraTec. TerraTec shall retain all common law, statutory, and other reserved rights, including the copyright thereto.
- (b) Client agrees that all plans/reports or other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits or licensing.
- (c) Electronic Files – The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of TerraTec. The Client agrees to indemnify and hold harmless TerraTec, its officers, employees and subconsultants against all damages, liabilities or costs, including attorneys' fees and defense costs, arising from any changes made by anyone other than TerraTec from any reuse of the electronic files. In no event shall TerraTec be liable

for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

22. DISPUTE RESOLUTION.

- (a) All claims, disputes, controversies arising out of this Agreement or any breach thereof shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and TerraTec Engineering shall select by mutual agreement a neutral mediator. The selection shall be made within fifteen (15) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and TerraTec Engineering within fifteen (15) days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- (b) If a dispute cannot be settled through mediation, venue of any dispute arising under this Agreement shall be in Sheboygan County Circuit Court.



TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

July 8, 2019

Mr. Chad Pelishek, Director
City of Sheboygan Planning and Development
828 Center Avenue
Sheboygan, WI 53081

Re: Plat of Survey with Topography Proposal
Sheboygan, Wisconsin
TerraTec File No. P1904010

Dear Mr. Pelishek:

As requested, TerraTec Engineering, LLC (TerraTec) is pleased to submit this proposal for surveying services for the above project. The following paragraphs describe the work scope, estimated project fees and proposal agreement.

PROJECT DESCRIPTION

Based on our meeting on April 30, 2019, TerraTec understands that the City of Sheboygan (Client) is pursuing the purchase of approximately 20.8 acres of property currently owned by the Union Pacific Railroad (UPRR). The limits of the purchase area were provided in our meeting in the UPRR Exhibit "A" entitled "Map CNW WI V-37 / 13 A-B & V-14 / 12 B" dated June 22, 2018. Upon review of the purchase area extent, TerraTec notified you that a portion of this area had been purchased by the City during a previous highway project. The extent of this prior purchase is depicted in the Right-of-Way Plat for Broadway Avenue (WisDOT Project ID 4996-00-21) and the Right-of-Way Plat for South Business Drive (WisDOT Project ID 4010-11-21). Thus, reducing the area of purchase to approximately 19 acres.

The limits of the survey will be from the east right of way line to the west right of way line for the north-south corridor beginning at Union Avenue and Pennsylvania and from north right of way line to south right of way line for the east-west corridor of the Union Pacific Railroad property from the east right of way line of the north north/south corridor to South 10th street..

The project area is as follows:

- On the west side of South Business Drive from 25-feet south of Union Avenue to the railroad underpass of South Business Drive, approximately 500-feet south of Indiana Avenue.
- On the east side of South Business Drive from the underpass of South Business to Indiana Avenue.
- Along the west property line of Rockline Industries and Prigges' Bus Service from Indiana Avenue to the south roadway edge of Pennsylvania Avenue.
- 150-feet north of Indiana Avenue from the Union Pacific north-south corridor (near South 13th Street) east 1200-feet to South 10th Street.

SCOPE OF SERVICES

TerraTec anticipates performing the following tasks which are described in the paragraphs below:

- Task 1 – Topographic Survey
- Task 2 – Right-of-Way Plat

Task 1 – Topographic Survey

TerraTec will perform the following activities:

- Establish control and benchmarks for the project.
- Contact and coordinate field markings of existing utilities by "Digger's Hotline."
- Perform a field survey of the subject property including ground shots for contouring, edge of pavement, roadway centerline, utilities, structures, surface features, water edge, etc.
- Perform measure downs for sanitary manholes, storm manholes and catch basins located both up and down gradient of the site.
- Trees over 8-inch diameter will be located, wooded areas will be outlined.
- Develop a topographic map based on 1-foot contours.
- Prepare a map that will be placed on a 24" x 36" size sheet and shall contain a location map, legend, benchmarks and surface features measured in the field.

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ESTIMATED PROJECT FEES AND SCHEDULE

TerraTec proposes to perform the above described work scope for a sum of **\$14,000 for Task 1 and \$19,700 for Task 2**. This lump sum fee will be effective if this proposal is accepted by **City of Sheboygan** within 30 days of the date of this proposal.

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2. It is our understanding that the Owner/Client will submit all regulatory permit fees including those to the City/WDNR/State, etc.
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 - All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
 - The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
 - The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the

copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.

- Nothing in this Section 14, or anywhere else in this Agreement, is intended to be inconsistent with Client's obligations under the Wisconsin Public Records Law.

PROPOSAL AGREEMENT

TerraTec Engineering, LLC proposes to perform this work under the attached General Services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by the proposal and General Terms and Conditions.

CLOSING

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.


Sincerely,

TERRATEC ENGINEERING, LLC



Timothy J. Moyer, P.E.
Principal

ACCEPTED BY:

SIGNATURE: 
TITLE: Director of Planning & Dev
FIRM: City of Sheboygan
DATE: 8-7-19

**TERRATEC ENGINEERING LLC.
GENERAL TERMS AND CONDITIONS**

1. SCOPE OF SERVICES.

- (a) The scope of services, project schedule, and associated cost estimate included in the attached proposal are based on the information made available to TerraTec Engineering by the Client. If this information is incomplete/inaccurate or if site conditions are materially different from those indicated by the Client, a written amendment to this Agreement equitably adjusting the scope of services, costs or schedule shall be executed by the Client and TerraTec Engineering. TerraTec Engineering may suspend performance of its services until the Amendment has been executed. If the Amendment is not agreed to within a reasonable time as deemed by TerraTec Engineering, TerraTec Engineering may terminate this Agreement. In the event of Agreement termination, the Client shall pay TerraTec Engineering for all services performed prior to termination and termination expenses set forth in these General Terms and Conditions.

2. BILLINGS AND PAYMENTS.

- (a) Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. TerraTec Engineering shall submit invoices for services performed and expenses incurred that have not been previously billed. Invoices shall be submitted not more frequently than monthly. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement. Any collection costs incurred by TerraTec to collect overdue sums from the Client shall immediately become due and payable to TerraTec from the Client.
- (b) The Client's obligation to pay for the services performed by TerraTec Engineering under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deductions shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to TerraTec Engineering. Client further agrees to pay TerraTec Engineering any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration or other dispute resolution costs and all court costs.
- (c) If any subpoena or court order is served upon TerraTec and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of TerraTec Engineering staff, subconsultants, or subcontractors at a trial, deposition, or for other discovery purposes arising out of TerraTec Engineering services performed under this Agreement, Client will pay TerraTec Engineering's fees (if any) applicable to TerraTec Engineering's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at the time of service upon TerraTec Engineering of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial. This provision shall not apply if TerraTec is a named party to a lawsuit as a result of its work performed under this Agreement.

3. STANDARD OF CARE.

- (a) TerraTec Engineering will strive to perform its services under this Agreement in conformance with the care and skill ordinarily exercised by members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

- (b) No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting services or by furnishing oral or written reports of the findings made.
- (c) If TerraTec Engineering breaches the standard of care, TerraTec Engineering shall be given an opportunity to correct any Services at no additional charge to Client.

4. ALLOCATION OF RISK.

- (a) Client shall indemnify and hold TerraTec Engineering, its members, managers, officers, agents, and employees harmless from and against any and all liabilities, losses, damages, costs, attorney fees, defense fees, and expenses which TerraTec Engineering, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action because of any injury or damage to person or property which arises out of the sole negligence or willful misconduct by Client or its directors, officers or employees, agents or invitees.
- (b) TerraTec Engineering shall indemnify, defend, and hold Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses caused by reason of any act, omission, fault, or negligence of TerraTec Engineering or of anyone acting under its direction or control or on its behalf.
- (c) Consequential damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TerraTec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

5. TERMINATION OF SERVICES.

- (a) This Agreement may be terminated by either party upon at least seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- (b) TerraTec Engineering may suspend performance of Services by giving Client five (5) days prior written notice hereof, if:
 - (i) Client is in default of its payment obligations under Paragraph 2; or
 - (ii) Force Majeure, as set forth in Paragraph 7 hereof, causes an uninterrupted continual delay of thirty (30) days or more or
 - (iii) Suspension of the Project or TerraTec's services by the Client for more than 90 calendar days, consecutive or in the aggregate.
- (c) TerraTec shall have no liability, and the Client agrees to make no claim for any delay or damage as a result of suspension/termination caused by any breach of this Agreement by the Client.
- (d) In the event of any termination/suspension, the Client shall pay TerraTec, in addition to payment for services rendered and reimbursable costs incurred, for all expenses incurred by TerraTec in connection with the termination of this Agreement including but not limited to demobilization,

reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6. TERRATEC ENGINEERING AS INDEPENDENT CONTRACTOR. TerraTec Engineering, in performing the Services, shall be deemed an independent contractor and not an agent or employee of Client.

7. FORCE MAJEURE. No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, Acts of God or the public enemy, acts of terrorism, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes. Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder.

8. ASSIGNMENT OF AGREEMENT. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

9. SUBCONTRACTS. TerraTec Engineering may subcontract any part of the Services with the prior written approval of Client. This approval may be provided by Client's Director of Planning & Development. Client reserves the right to reject any of TerraTec's personnel or proposed subcontractors, and to request that acceptable personnel be assigned to the project.

10. SURVIVAL OF OBLIGATIONS. Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

11. ENTIRE AGREEMENT. This Agreement including the attached proposal constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and TerraTec Engineering.

12. WRITTEN NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by private express service provider, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

13. GOVERNING LAW.

(a) This Agreement shall be governed by the law of the State of Wisconsin.

14. SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

15. PROJECT REPRESENTATIVE. Individuals who signed the attached proposal are the agents for receiving and giving notices unless otherwise specified in writing to the other party.

16. PERMITS, LICENSES AND ACCESS AGREEMENTS. Client shall cooperate with TerraTec Engineering in obtaining any permits or licenses required for the performance of the Services. Client shall obtain access agreements when necessary for the performance of services. Client shall pay all costs and fees necessary for such permits, licenses and access agreements.

17. ACCESS TO SITE AND INFORMATION.

In order that TerraTec Engineering may perform the Services, Client represents, warrants, and covenants that:

- (a) Client shall provide right-of-access to the site to TerraTec Engineering, its employees, agents and contractors, to conduct the planned field observations or services.
- (b) Prior to the execution and delivery of this Agreement, Client has supplied to TerraTec Engineering all information and documents in its possession, custody, or control known to the Client and material to the Site and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, utilities, and telephone cables.
- (c) TerraTec Engineering may use such information, requirements, reports, data, surveys and instructions provided by others in performing its services and is entitled to rely upon the accuracy and completeness thereof. TerraTec Engineering shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- (d) During the term of this contract:
 - (i) TerraTec Engineering will have complete access to the Site and any facilities located thereon required to perform the services.
 - (ii) Client shall continue to supply to TerraTec Engineering all material information and documents in its possession, custody or control known to the Client and material to the Site and the Services.
 - (iii) Client will give prompt notice to TerraTec Engineering whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.
 - (iv) TerraTec Engineering has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. For an additional fee, TerraTec Engineering will to the extent reasonably practicable restore the site to conditions substantially similar to those existing prior to TerraTec Engineering's operations at the request of Client.
 - (v) TerraTec Engineering shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks and telephone cables) or any existing subterranean conditions—or the consequences of such damage or injury—unless the damage or injury was the result of the negligence of TerraTec Engineering or an agent of TerraTec Engineering or was the result of TerraTec Engineering breaching the standard of care set forth in Section 3 of this Agreement.

18. SAFETY.

- (a) TerraTec Engineering is responsible solely for the safe performance by TerraTec Engineering field personnel of their activities in performance of the scope of services. It is expressly agreed that TerraTec Engineering's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project site nor is TerraTec Engineering to review the adequacy of job safety on the Project site.
- (b) TerraTec Engineering has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926. TerraTec Engineering does not provide, and has not assumed, any duties of inspection/monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926.

19. CHANGED CONDITIONS.

- (a) If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TerraTec are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TerraTec may call for renegotiation of appropriate portions of this Agreement. TerraTec shall notify the Client of the changed conditions necessitating renegotiation, and TerraTec and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot agree to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

20. THIRD-PARTY BENEFICIARIES.

- (a) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. REPORTS AND OWNERSHIP OF DOCUMENTS.

- (a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by TerraTec as instruments of service shall remain the property of TerraTec. TerraTec shall retain all common law, statutory, and other reserved rights, including the copyright thereto.
- (b) Client agrees that all plans/reports or other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits or licensing.
- (c) Electronic Files – The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of TerraTec. The Client agrees to indemnify and hold harmless TerraTec, its officers, employees and subconsultants against all damages, liabilities or costs, including attorneys' fees and defense costs, arising from any changes made by anyone other than TerraTec from any reuse of the electronic files. In no event shall TerraTec be liable

for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

22. DISPUTE RESOLUTION.

- (a) All claims, disputes, controversies arising out of this Agreement or any breach thereof shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and TerraTec Engineering shall select by mutual agreement a neutral mediator. The selection shall be made within fifteen (15) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and TerraTec Engineering within fifteen (15) days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- (b) If a dispute cannot be settled through mediation, venue of any dispute arising under this Agreement shall be in Sheboygan County Circuit Court.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Res. No. 57-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract with Rebuild-it Service Group to purchase and install a rebuilt clarifier drive at the Wastewater Treatment Facility; 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. 57 - 19 - 20. By Alderpersons Wolf and Sorenson. July 15, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Rebuild-it Service Group to purchase and install a rebuilt clarifier drive at the Wastewater Treatment Facility.

WHEREAS, Primary Clarifier #2 is an important component of the Wastewater Treatment Facility and, due to age and other factors, the drive unit is at the end of its life; and

WHEREAS, the replacement of the drive unit is planned as part of the 2019 Capital Improvements Plan; and

WHEREAS, Staff proposes to replace the current drive with a rebuilt OEM drive and, in conjunction with this work, to refurbish the scum (floating debris and grease) collection system (the "Project"); and

WHEREAS, because this Project does not constitute public construction as that term is used in the Wisconsin Statutes, neither state law nor the City's Procurement Policy require bidding for this Project; and

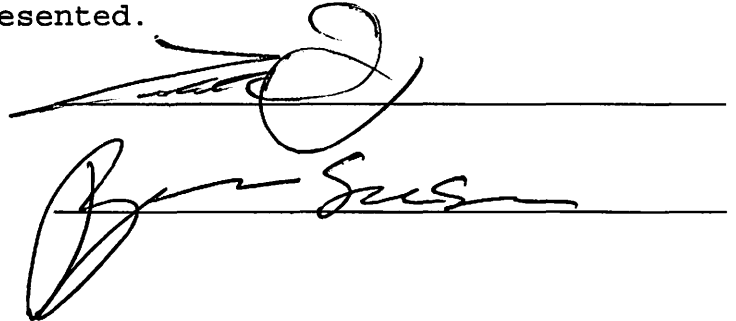
WHEREAS, based on Staff's experience, expertise, and recommendation, contracting with Rebuilt-it Service Group for the Project is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Rebuild-it Service Group for the Project in the amount of \$99,714.00 and are authorized to draw funds from the following account:

Improvements Other Than Buildings	60138300-63110	\$99,714.00
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*Public Works
Adopt*

BE IT FURTHER RESOLVED: That the Council recognizes that this is not the only expense that will be incurred to complete the Project. The Council will, to the extent needed, consider subsequent contracts related to the Project, which may include concrete repair, cleaning and painting, and a jet sludge line, as they are presented.

Two handwritten signatures are present on horizontal lines. The top signature is a stylized, cursive mark. The bottom signature is more legible, appearing to read "B. J. Smith".

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
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
REBUILD-IT SERVICES GROUP, LLC**

**REGARDING THE INSTALLATION OF A CLARIFIER DRIVE AND SKIMMING
MECHANISM / SCUM BOX AT THE WASTEWATER TREATMENT PLANT**

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Rebuild-it Services Group, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City has determined that the drive unit of Primary Clarifier #2 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, while the drive unit is being replaced, there is an opportunity to install a new skimming mechanism/scum box; and

WHEREAS, Contractor is willing and able to provide the City with the necessary parts and services in order to replace the drive unit and to install the new skimming mechanism/scum box, pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all services, materials, labor, and tools necessary to: (1) replace the current C54 Drive Unit on Primary Clarifier #2 with a refurbished C54 drive unit and (2) install a skimming mechanism/scum box (collectively the "Project"). The Project shall be done pursuant to Contractor's Proposal No. Q122065-C. The Scope of Work and Pricing for Proposal No. Q122065-C (pages 1-5) is attached to this Agreement as Exhibit A.

The Pricing and Payment Terms, Warranty & Terms and Conditions, and Terms and Conditions from Proposal No. Q122065-C are explicitly not incorporated into this Agreement. The operative Pricing, Payment, Warranty, and other Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all aspects of the Project not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Project.

Article 3. Warranty

Contractor warrants all new parts and equipment sold or rebuilt by Contractor to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by Contractor, any part or parts returned to it which Contractor's examination shall show to have failed under normal use and service by the City within the earlier of: (1) two years following Final Acceptance of the Project and (2) two years and six months following the shipment of the parts and equipment to the City.

Warranty repair or replacement shall be free of charge for all items, except for those items—such as resin, filter media, and the like—that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based on Contractor's estimate of the percentage of normal service life realized from the part. Contractor's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by Contractor and accepted by the City in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. Contractor shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete interoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts which are altered or repaired outside of Contractor's factory, or damaged by improper maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

For the avoidance of doubt, Contractor makes no warranty with respect to parts, accessories, or components purchased by the customer from others.

Article 4. Responsibilities of the City

The City designates Steve Jossart as its designated project manager for purposes of this Agreement.

The City's project manager shall be responsible for final acceptance of the Project. The Project will be deemed accepted unless written notice of non-acceptance is received by Contractor within seven (7) days of Contractor representing that the Project is complete.

Article 5. Compensation

The City shall pay Contractor for all fees and expenses related to the Project in an amount not to exceed Ninety-Nine Thousand Seven Hundred Fourteen Dollars (\$99,714.00), not to exceed the categories set forth below:

C54 Rebuilt Drive Unit, as described in Exhibit A	\$57,656.00
Skimming Mechanism / Scum Box, as described in Exhibit A	\$ 7,496.00
Labor for Installation of Drive Unit and Skimming Mechanism / Scum Box	\$34,562.00

Upon completion of the Project, Contractor shall submit an invoice to the City.

Unless additional services are added to the Project, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within thirty (30) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Project must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 6. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 7. Schedule

The Project shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

The Project, and all invoices related to the Project, shall be complete by December 31, 2019. Completion of the Project shall mean all necessary steps have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 31, 2019.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Quality of Materials

The City expressly recognizes that the rebuilt drive unit consists of new and used components. Used components have been refurbished to like new condition.

Article 9. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law,

and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Project on a schedule acceptable to the City and the City shall pay Contractor for all the Project performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of the Project.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Project is the qualifications and experience of Contractor. Contractor thus agrees that the Project to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Project without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of

said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of the Project pursuant to this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Project or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of the Project pursuant to this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws

In performing the Project pursuant to this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in its proposal, as incorporated into this Agreement, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

- b. The prices quoted in its proposal were not knowingly disclosed—directly or indirectly—by Contractor to any other competitor prior to submission of the proposal.
- c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 30. Other Provisions

- a. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- b. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- c. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- d. **Neither Party the Drafter.** Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.
- e. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

- g. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

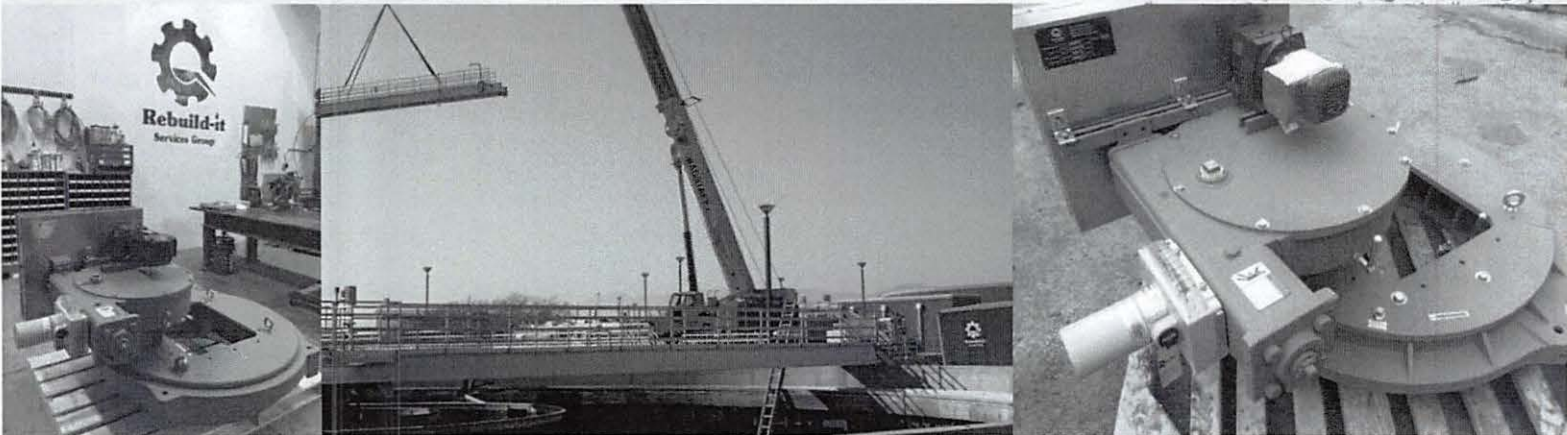
DATE: _____

Rebuild-it Services Group
6810 South 300 West, Suite 8
Midvale, UT 84047
www.rebuild-it.com



Rebuild-it
Services Group

EXHIBIT A



DATE: July 9, 2019

PROPOSAL NUMBER: Q122065-C

PREPARED FOR:

Sheboygan, WI WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attention: Steve Jossart
E-Mail: steve.jossart@sheboygan.com

Representation:

Larry Henderson- Energences

SCOPE OF WORK:

Replacement C54 Drive unit with installation. Serial No. 22486-01.

PREPARED BY:

Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com



PROPOSAL



PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the replacement of the C54 Drive unit with a rebuilt C54 drive unit for a 90' dia. Primary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01.

REBUILT C54 DRIVE UNIT FOR A 90' DIA. PRIMARY CLARIFIER

To include the following:

- EIMCO C54 Refurbished to like new condition, drives rated for 33,000 ft. lbs., with an output speed of .043 on the 90' dia. mechanism. This completely refurbished drive unit has been rebuilt to factory specifications and comes with our two-year warranty.
- Motor drive package; consists of gear motor, sprockets, chain, stainless steel chain guard and required gear motor mounts. Motor drive package will be sized to match existing drive unit output torque and RPM.
- Stainless steel oil piping
- New drive control with actuating pin
- O&M manual
- Shipping to job site
- Engineering
- Installation hardware and shims
- 2-year warranty

Drive unit coating system:

Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior than what is typically provided. All exterior drive unit surfaces:

- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Hi-Build Epoxy to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surface will be coated with LPS 3 Rust Inhibitor All reducers and motors will have the manufactures standard finish.



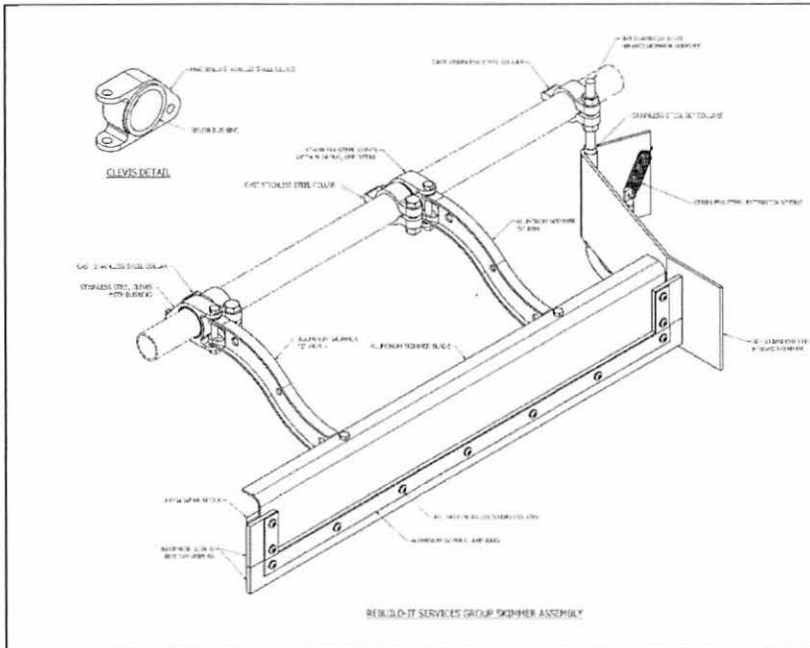
Refurbished EIMCO Drive Unit

EXCLUDED ITEMS FROM SCOPE OF SUPPLY:

- Electrical controls, mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Lubricating oils / greases
- Bi-metallic protection for aluminum handrail, floor plating.
- Access stairways, walkways, gratings, handrailing, etc. outside the tank.
- Control panels except as specifically noted.
- Parts not mentioned above

SKIMMING PARTS FOR PRIMARY CLARIFIER:

- RSG Premium 4' Skimming Device P/N L42700-3. All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off.
- Related fasteners
- Freight



EIMCO-RSG PREMIUM SKIMMER ASSEMBLY

Benefits and features:

- All Stainless steel and aluminum materials only. (No carbon steel).
- Cast Stainless Steel collars
- Skimmer can be retrofitted to any clarifier
- Available in 3', 4', 5' and 6' assemblies
- Patented Stainless steel clevis with nylon insert.
- Corrosion resistant
- Built to last for longer life
- Maintenance free
- Easy to install

LABOR SERVICES:

The scope of work for this project is as follows:

- Hole watch during the install process
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit
- Re-Installation of drive unit.
- Installation of new scum box and skimming device
- New sludge pipe connection
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents

P R O P O S A L

Proposal No. Q122065-C



- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Temp facilities including porta-johns, hand wash, temp power, water, and disposal bins to be provided by others.
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.

PRICING SUMMARY:

Pricing for a C54 rebuilt drive unit as described above.....\$57,656.00
This drive consists of new and used components.

Pricing for skimming mechanism/scum box as described above.....\$7,496.00

LABOR PRICING:

Pricing for labor for drive and clarifier parts as described above.....\$34,562.00
Based on one mobilization.

Please be sure to reference this quotation number and date on your purchase order.
Remit order to:

Rebuild-it Services Group, LLC.
P.O. Box 9178
Midvale, Utah 84047
Attention: Candace King, cking@rebuild-it.com

P R O P O S A L

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Gen. Ord. No. 6-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the southwest corner of Stahl Road and County Trunk Highway OK; 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. 6 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

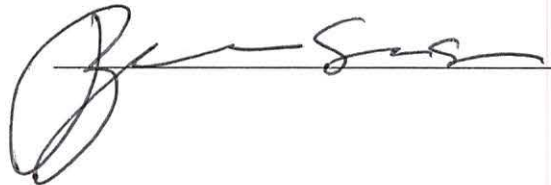
AN ORDINANCE placing a stop sign at the southwest corner of Stahl Road and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic to stop on Stahl Road at the intersection of Stahl Road and County Trunk Highway OK.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

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



*Public Works
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

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Gen. Ord. No. 7-19-20 by Alderpersons Wolf and Sorenson placing a four way stop sign at the intersection of Stahl Road and South Taylor Drive; 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

63

Gen. Ord. No. 7 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

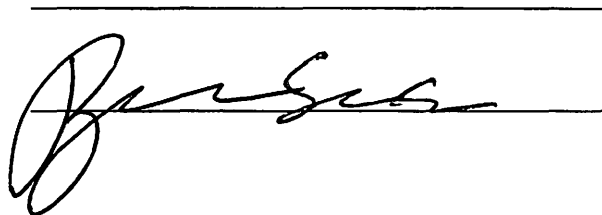
AN ORDINANCE placing a four way stop sign at the intersection of Stahl Road and South Taylor Drive.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring all traffic to stop at the intersection of Stahl Road and South Taylor Drive.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

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



~~Public Works~~
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

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Gen. Ord. No. 8-19-20 by Alderpersons Wolf and Sorenson creating a no parking zone on the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue; recommends adopting the Ordinance.

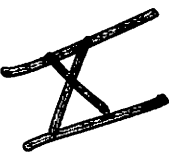
Consent

_____ 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

 64
Gen. Ord. No. 8 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

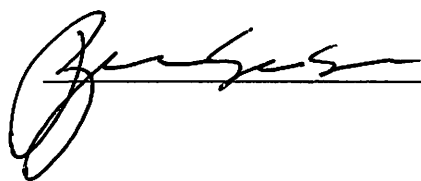
AN ORDINANCE creating a no parking zone on the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue is hereby added to the list of locations where parking is not permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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



*Public Works
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

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Gen. Ord. No. 9-19-20 by Alderpersons Wolf and Sorenson creating a no parking zone on the west side of S. 18th Street south of Fox Hill Road; 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

6.5

Gen. Ord. No. 9 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

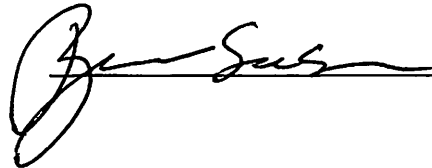
AN ORDINANCE creating a no parking zone on the west side of S. 18th Street south of Fox Hill Road.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of S. 18th Street from 315 feet south of the south curb line of Fox Hill Road to 465 feet south of the south curb line of Fox Hill Road is hereby added to the list of locations where parking is not permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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



*Public Works
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

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Gen. Ord. No. 10-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the southwest corner of SouthPointe Drive and County Trunk Highway OK; 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~~

6.6

Gen. Ord. No. 10 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

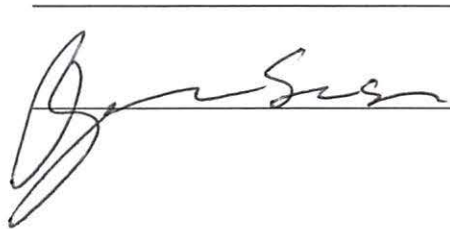
AN ORDINANCE placing a stop sign at the southwest corner of SouthPointe Drive and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic on SouthPointe Drive to stop at the intersection of SouthPointe Drive and County Trunk Highway OK.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

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



*Public Works
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

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Gen. Ord. No. 11-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the southwest corner of Horizon Drive and County Trunk Highway OK; 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

6.7

Gen. Ord. No. 11 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

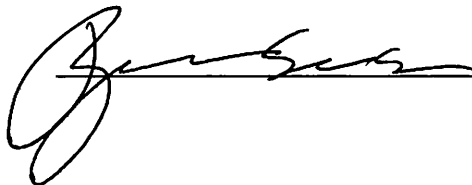
AN ORDINANCE placing a stop sign at the southwest corner of Horizon Drive and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and County Trunk Highway OK.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

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



Public Works
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

IX

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. August 5, 2019.

Your Committee to whom was referred Gen. Ord. No. 12-19-20 by Alderpersons Wolf and Sorenson placing a stop sign at the northeast corner of Horizon Drive and South Taylor Drive; 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~~

68

Gen. Ord. No. 12 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

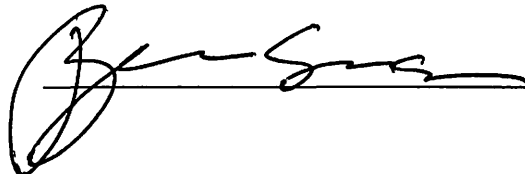
AN ORDINANCE placing a stop sign at the northeast corner of Horizon Drive and South Taylor Drive.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring westbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and South Taylor Drive.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

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



Public Works
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

II

R. O. No. _____ - 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

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:

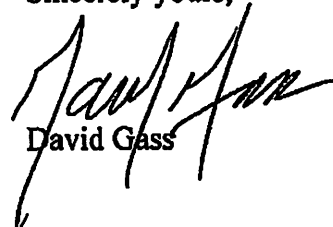
- a. Survey showing Encroachment Area
- b. Legal Description of Encroachment Area

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

Sincerely yours,


David Gass

DG/sjb
Enclosure

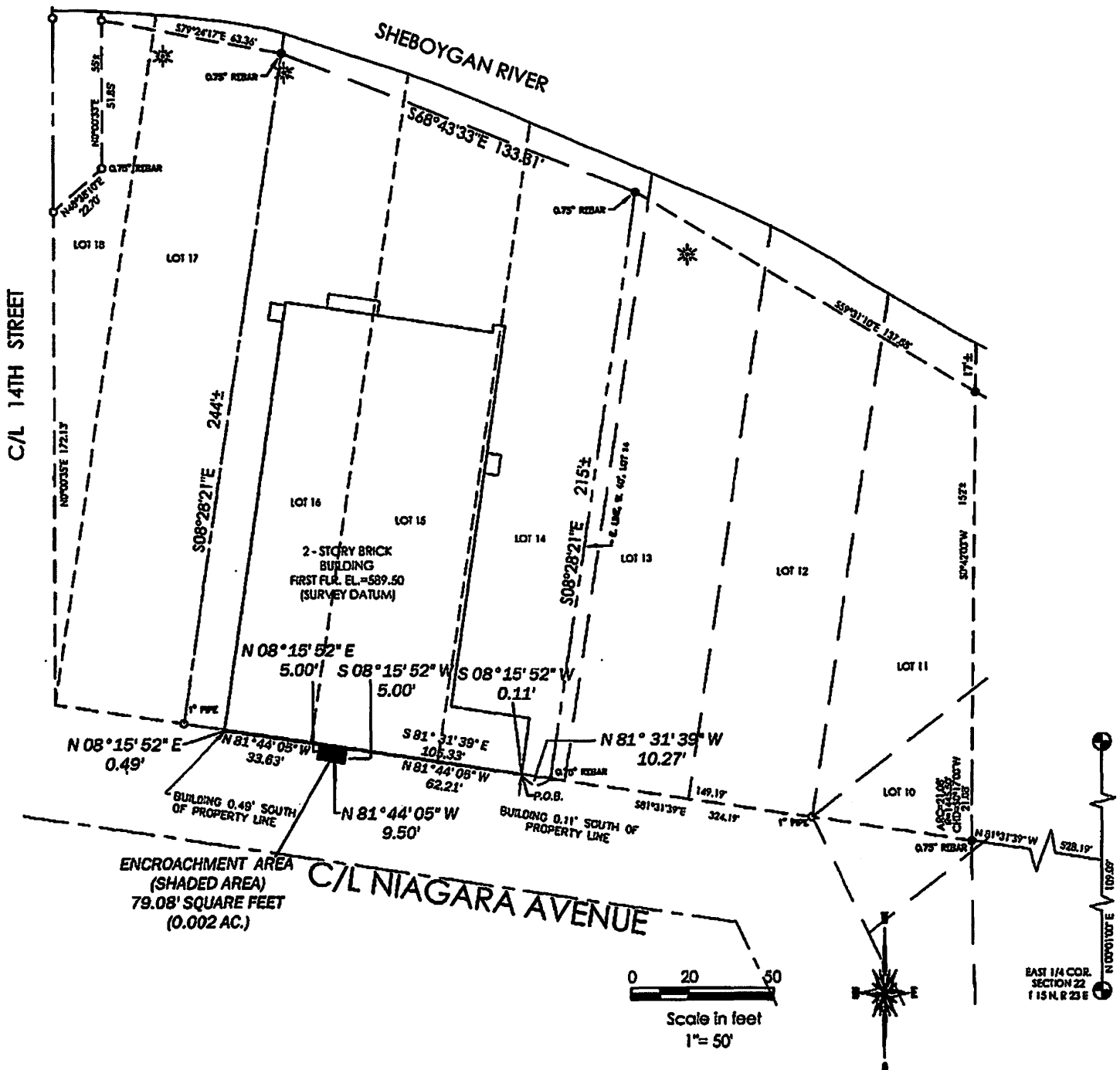
Encroachment Map - Exhibit A

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

R. O. No. _____ - 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

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,

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

-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 *PJM*
Date 7/22/19 Time: 1:58 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,

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

-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.

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. Osanski, 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, 2016 and filed on March 28, 2016 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 (1416 North Fifth Avenue, Sheboygan, WI 53081) in favor of Mylinda Rose Barisas, Sheboygan County Circuit Court Case Number 2013FA000358, 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 \$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: Karen D. Anderson

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.

II

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

Submitting a claim from Jason J. McCoy for alleged damages to his vehicle when a stone from a Department of Public Works dump truck hit and cracked his windshield.

CITY CLERK

Finance & Personnel

DATE RECEIVED

7-29-19

RECEIVED BY

MKC

CLAIM NO.

8-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUL 29 '19 PM 12:48

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: JASON J. MCCOY
2. Home address of Claimant: N5461 County Road M Plymouth WI 53073
3. Home phone number: 920 980.3795
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 07/25/2019 11:30
6. Where did damage or injury occur? (give full description) EASTBOUND lane OF STATE HIGHWAY 23 JUST WEST OF THE HWY 23/I-43 Interchange
7. How did damage or injury occur? (give full description) I WAS driving eastbound on HWY 23 AND THE CITY OF SHEBOYGAN DPW dump TRUCK in front OF ME WAS dropping stone on the highway I quickly braked AND moved to left lane, but a stone hit AND cracked my windshield
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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").

ROCK STRUCK Windshield causing chip AND crack TO
Windshield

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

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

Auto: \$ 400.00
Property: \$ _____
Personal injury: \$ _____
Other: (Specify below) \$ _____
TOTAL \$ 400.00

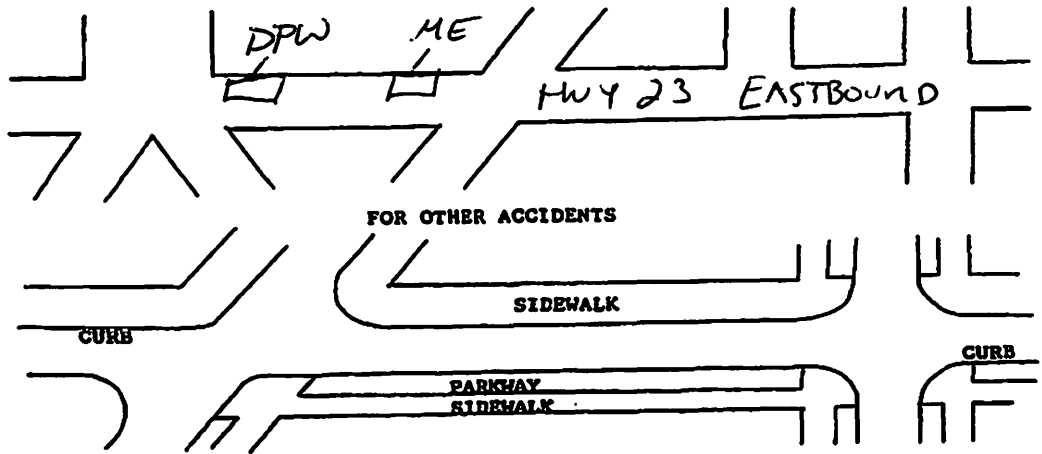
Damaged vehicle (if applicable)

Make: GMC Model: Sierra Year: 2015 Mileage: 77,429

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 [Signature] DATE 7-29-19

DATE RECEIVED

7-29-19

RECEIVED BY

MKC

CLAIM NO.

8-19

CLAIM

Claimant's Name:

Jason McCoy

Auto

\$ 400

Claimant's Address:

N5461 County M

Property

\$

Plymouth WI 53073

Personal Injury

\$

Claimant's Phone No.

9209803795

Other (Specify below) \$

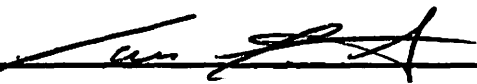
TOTAL \$ 400

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 \$ 400.

SIGNED



DATE:

7-29-19

ADDRESS:

N5461 County M

Plymouth WI 53073

MAIL TO: CLERK'S OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

MARTIN AUTO. DBA LAKESHORE AUTO GLASS
729 S 8TH STREET
SHEBOYGAN, WI 53081

(920) 980 - 2552 (920) 458 - 4632 Fax: (920) 458 - 1393

INVOICE NUMBER	
DATE	7/25/2019
REFERENCE #	Quo: 9721
TAX ID NUMBER	390875970

2:06PM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER	INSTALL DATE:
			INSTALLED BY:
SALES REP: MIKE			TERMS:
BILL TO:			SOLD TO:
Cash Sale			Attn: Jason McCoy

Insurance Information

AGENT:	VERIFIED BY:	DISPATCH #:
	POLICY NUMBER:	
	CLAIM NUMBER:	
	CAUSE OF LOSS:	
	DATE OF LOSS:	DEDUCTIBLE:

Vehicle Information

MAKE: GMC	MODEL: SIERRA K1500	YEAR: 2015
BODY: 4 DOOR CREW CAB	VIN:	ODOMETER:
STOCK #: R.O. #:	UNIT #:	LICENSE #:

Qty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
1.00	DW02041GTYN Windshield (Solar) (Electrochromic Mirror) (LDWS)	2.60	\$100.00	\$0.00	\$497.50	\$248.75	\$348.75
1.00	HAH000448-20 Adhesive Adhesive (Fast-Cure Urethane/Dam/Primer)	0.00	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00

PLEASE REMIT TO: MARTIN AUTOMOTIVE INC. 729 S. 8TH STREET, SHEBOYGAN, WI. 53081

*** THIS IS A QUOTE / DO NOT PAY ***

Thank you! MIKE

Customer Signature:

Total Labor	\$100.00
Total Kit	\$25.00
Total Parts	\$248.75
Subtotal	\$373.75
Sales Tax @ 5.5000 %	\$20.56

Amount Due: \$394.31 Invoice Total \$394.31

By signing this invoice, the customer accepts described merchandise and agrees to terms of sale.

Lake Auto Glass & Service
718 S Wisconsin Dr
Howards Grove, WI 53083
(920) 828-0030 / Fax (920) 853-4488

Fed. ID# 471572468

JASON MCCOY
N5461 CTY M
PLYMOUTH, WI

Quote #	Q 10000915	Date	07/25/2019
Cust. #	8938484	Billcode	1
P.O. #		Sold By	IS
Fed. Tax #		Instl By	

(920) 893-8484

Year	2015	Make	GMC		Policy #			
Model	SIERRA K1500		Body Style	4 DOOR EXTENDED CAB	Author-ized By			
Lic. #		V.I.N.			Claim #		Loss Date	07/25/2019
Home Phone	(920) 893-8484		Bus. Phone	() -	Damage/ Cause			
Qty.	Part	Description			Block Size	List	Price	Total
	DW02041GTYN	Windshield (Electrochromic Mirror)(slr contr)(LDWS			32.5 x 65.75	497.50	316.00	316.00
	LABOR	Labor 2.60 hours				80.00	80.00	
	HAH000448	2.0 Fast-Cure Urethane, Dam, Primer				25.00	25.00	25.00

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.

Subtotal	341.00
Labor	80.00
Tax	23.16
Total	444.16
Balance	444.16

RECEIVED BY

7/25/19 8:37pm by ADMIN Updated 7/25/19 8:37pm by ADMIN

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay Lake Auto Glass & Service directly for the glass and installation charges, or repairs.

II

R. O. No. _____ - 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

Finance + Personnel

City of Sheboygan

Brent Rempe, Government Markets Manager

brent.rempe@americanfidelity.com

405-523-5183 / 806-543-8485

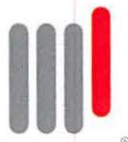
Scott Adkins, District Manager

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

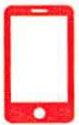
We understand your employees want quick and easy access to their contributions. At the same time, it's important your plan stays in compliance with IRC guidelines on your required itemized documentation. We focus on making the process of reimbursing your employees simple and compliant by offering several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

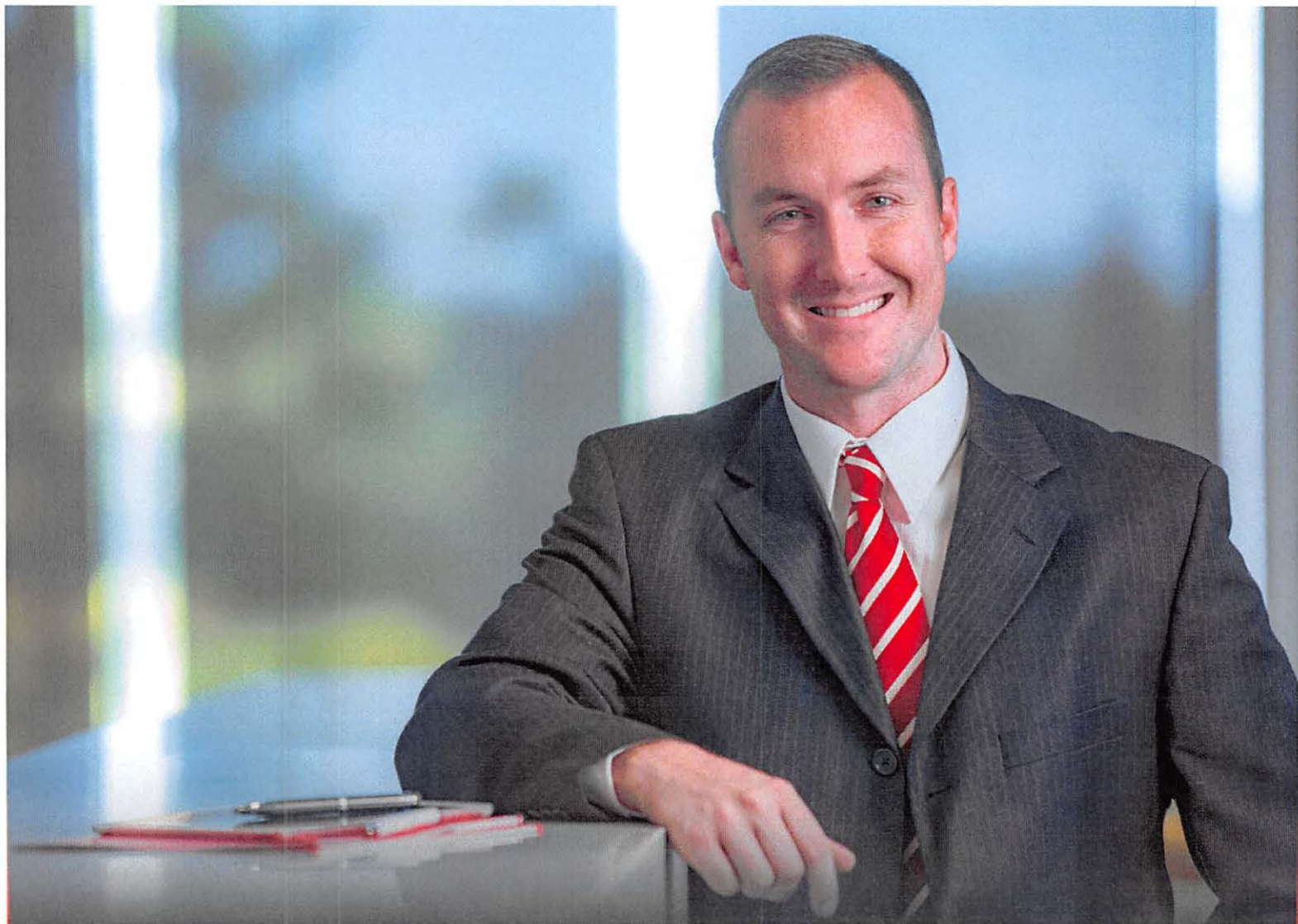
Online Account Access

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.*

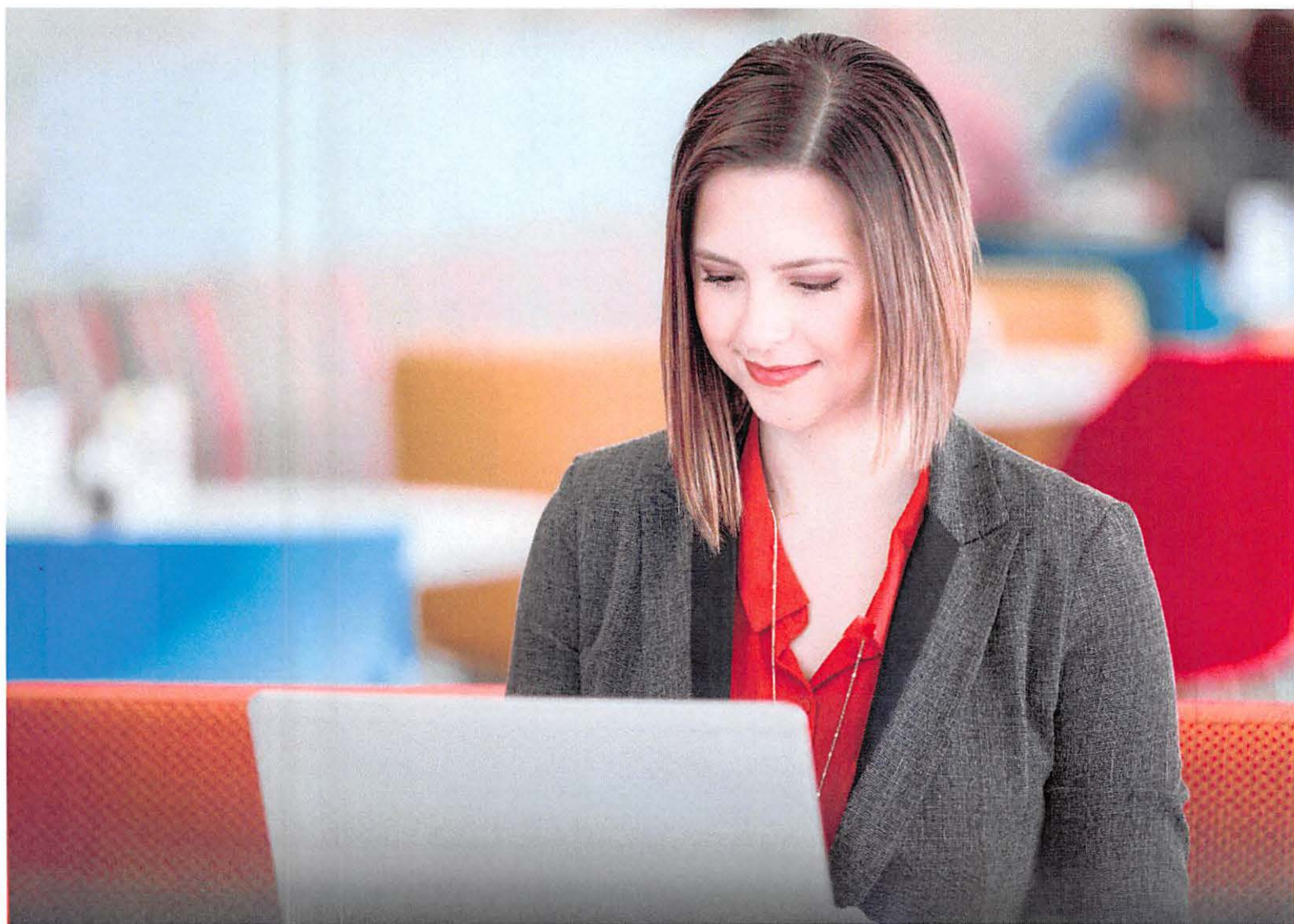
Enrollment Solutions

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

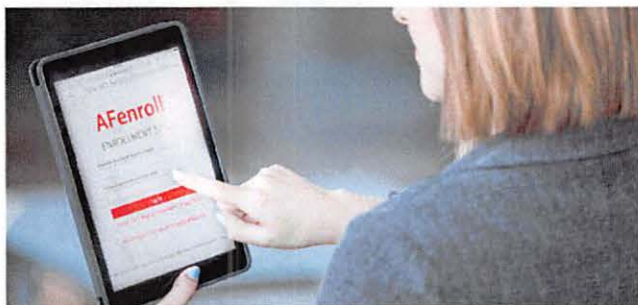
View a sample at americanfidelity.com/ABCEmployer.

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, AFreeimburse™ 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 shows the American Fidelity Online Service Center interface. At the top, there is a red header with the American Fidelity logo and the text "a different opinion" and "ONLINE SERVICE CENTER". To the right of the header, there are links for "My Profile", "Contact Us", and "Log Off", and a note "Online Service for Insurance Company". Below the header, there is a navigation bar with "Home", "Billing", and "Group Admin" tabs. The main content area is titled "Online Billing" and "Billing Main Page". It contains a "Default Preferences" section with options to change the default bill delivery method (currently "ONLINE") and the default bill payment method (currently "CHECK"). Below this is an "Available Bills" section with a link to "Click on Invoice Number to view Bill Options - View your Online Bill Archive". The "Product Bills" section shows a table with columns for "Invoice #", "MCP Name", "MCP Nbr", "Dist ID", "Premium Period", "Premium Due", "Status", "As of", "Print", and "Finish". The table contains one row of data for "COUNTY 1 (00001)".

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 - 8/31/16	\$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



II

R. O. No. _____ - 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

LHPS

 R. O. No. - 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 Investgations</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.



POLICE CHIEF

III

Res. No. _____ - 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.

City Plan

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

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

C.T.H. KIK MOENWIN ROAD

SECTION LINE

SECTION 146 LINE

LAWZ ALURE ADDN. 1

16TH LINE

C.T.H.V

SCALE 1"=1000'

SECTION 15, T14N, R23E
SHEBOYGAN COUNTY


1. 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.
2. ALL EASEMENTS DESCRIBED HEREIN ARE INTENDED FOR PUBLIC USE.
3. ALL LENGTHS SHOWN ALONG CURVES REFER TO ARC LENGTHS.
4. NO UTILITIES MAY BE PLACED WITHIN 1.00' OF ANY LOT CORNER, PROPERTY CORNER OR MEANDER CORNER.
5. 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.
6. LOTS 164-172 & 183 WILL REQUIRE A PERMIT FOR SHORELAND ZONING FROM THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT.
7. 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
8. THE DETERMINATION OF NAVIGABILITY OF STREAMS SHOWN HEREON ARE PER: THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
9. 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.
10. 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 TABLE							
CURVE	LOT	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT IN TANGENT OUT
C1	ROW	314.17	60.00	80.00	N86° 58' 50.2"W	300° 00' 00"	N63° 01' 04"E
	175	57.72	60.00	55.52	N29° 25' 31.5"W	55° 06' 50"	S59° 58' 50"E
	176	42.30	60.00	41.15	N18° 11' 08.5"E	40° 06' 25"	
	177	57.25	60.00	55.10	N65° 34' 21.5"E	54° 40' 04"	
	178	50.81	60.00	49.12	S62° 55' 42.2"E	48° 19' 49"	
	179	42.00	60.00	41.15	S18° 42' 36.9"E	40° 06' 16"	
C2	180	84.59	60.00	81.51	S32° 10' 48.5"W	61° 40' 34"	
	N ROW	187.88	267.00	165.13	S71° 49' 48.5"E	180° 01' 31"	S53° 49' 03"E
	PARK	92.94	267.00	92.47	S53° 47' 34.6"E	19° 54' 33"	S89° 50' 34"E
C3	172	74.94	267.00	74.70	N51° 47' 49.5"W	16° 08' 22"	
	N ROW	210.21	333.00	205.77	S71° 54' 10.0"E	36° 10' 13"	S89° 59' 16"E
C4	171	188.55	267.00	168.77	S71° 54' 10.0"E	36° 10' 13"	S89° 59' 16"E
	C3	209.38	333.00	205.95	S71° 49' 48.5"E	39° 01' 31"	S53° 49' 03"E
C5	S ROW	209.38	333.00	205.95	S82° 07' 01.5"E	15° 27' 05"	S59° 50' 34"E
	168	69.80	333.00	69.53	S82° 07' 01.5"E	15° 27' 05"	
	169	110.22	333.00	109.71	S64° 54' 35.0"E	18° 57' 48"	
C6	170	9.36	333.00	9.36	S54° 37' 21.5"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 Pong
Department of Administration



Wagner
EXCAVATING Inc.
3437 PAINE AVENUE SHERBOGAN, WI 53081
(920) 458-9082 FAX (920) 458-0065
REVISED 6/20/2019 [SHEET 1 OF 2]

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 NO. 4 (LATER DESCRIBED AS OUTLOT 7 BY GSN #1956008) 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, T14 N, R23 E

THENCE N 89° 35' 15" W ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SEC. 15, 2639.48 FEET TO THE SW CORNER OF SEC. 15.

THENCE N 0° 07' 44" E ALONG THE WEST LINE OF THE SW 1/4 OF SAID SEC. 15, 1744.39 FEET.

THENCE S 89° 59' 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' 10.0" E 208.74 FEET

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, S 83° 48' 03" E 100.00 FEET

THENCE CONTINUING 92.94 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° 59' 15" E (REC. S 89° 52' 15" E) ALONG SAID SOUTH LINE 137.79 FEET TO A SOUTHWESTERLY CORNER OF LAKE AIRE ADDITION NO. 1

THENCE N 55° 49' 21" E 484.67 FEET ALONG A SOUTHERLY LINE OF LAKE AIRE ADDITION NO. 1

THENCE S 2° 45' 00" W 120.00 FEET TO A NORTHWESTERLY CORNER OF LAKE AIRE ADDITION NO. 4

THENCE S 8° 25' 00" W 524.32 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 26° 01' 57" W 73.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD.

THENCE S 0° 09' 25" W 150.38 FEET ALONG A WESTERLY LINE OF LAKE AIRE ADDITION NO. 4 TO A MEANDER CORNER BEING N 0° 09' 28" E 81.93 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 89° 19' 09" W 105.01 FEET
N 89° 28' 57" W 104.80 FEET
S 89° 24' 40" W 105.23 FEET
S 89° 33' 27" W 105.03 FEET
N 89° 44' 10" W 147.31 FEET
N 82° 49' 56" W 150.52 FEET
N 54° 29' 41" W 113.26 FEET

N 55° 50' 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° 07' 44" E 75.00 FEET MORE OR LESS FROM SAID STREAM CENTERLINE.

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N 0° 09' 44" E 130.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCHINKER CREEK ROAD.

THENCE 108.55 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' 10.0" E 165.77 FEET

THENCE S 53° 49' 03" E 100.00 FEET

THENCE 209.28 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 205.65 FEET

THENCE S 89° 50' 34" E 440.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE.

THENCE N 26° 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 267.00 FEET AND A CHORD THAT BEARS N 81° 47' 49.5" W 74.7 FEET TO THE POINT OF BEGINNING.

CONTAINING 619.471 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 37.083 SQUARE FEET DEDICATED TO THE TOWN OF WILSON FOR ROADWAY PURPOSES.

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

(c) 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

(b) 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) 459-9082

DEVELOPER
WAGNER EXCAVATING, INC.
3437 PAINE AVENUE
SHEBOYGAN, WISCONSIN 53081
(920) 459-9082

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 DCA - 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)

PRINT NAME

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)

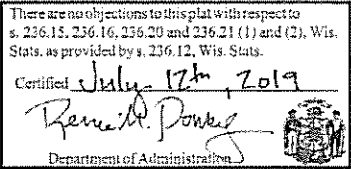
PRINT NAME

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



III

Res. No. _____ - 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.

Finance & Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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 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



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.

Finance & Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**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

**CLIENT SERVICE AGREEMENT
("AGREEMENT")**

THIS CLIENT SERVICE AGREEMENT made and entered into this 22ND
day of AUGUST, 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
 - Filling 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 doorage 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, Darle Beermink 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 known, 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. (i.e. 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: _____

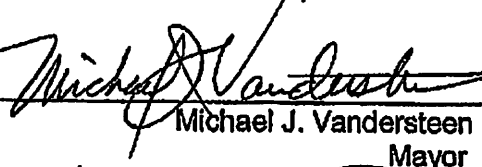


Michael L. Grota
Member, Grota Appraisals, LLC

BY: _____

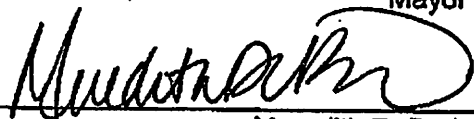
CITY OF SHEBOYGAN, WISCONSIN

BY: _____



Michael J. Vandersteen
Mayor

ATTEST: _____



Meredith DeBruin
City Clerk

III

Res. No. _____ - 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.

Finance + Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**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

WEREAS, 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

BY: Shad Tenpas

Name: Shad Tenpas

Title: City Administrator

ATTEST:

Alyssa Walford

Name: Alyssa Walford

Title: City Clerk

CITY OF SHEBOYGAN

BY: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

III

Res. No. _____ - 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.

1) 2020 Health Insurance Monthly Premiums Rates

Coverage

Single	\$856.78
Employee w/spouse	\$1,624.68
Employee w/children	\$1,469.94
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	\$293.99
Family	\$451.28

Finance + Personnel

- b. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal shall be:

Coverage

Single	\$128.52
Employee w/spouse	\$243.70
Employee w/children	\$220.49
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:

Coverage

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:

Coverage

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	\$1,441.75

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

III

Res. No. _____ - 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

Finance + Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 19 - 20. By Alderpersons 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.

LHPS

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 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.

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

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

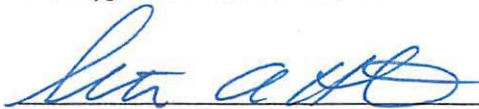
Elwood H. May Environmental Park Assoc.



David Kuckuk, Director

Meredith De Bruin, City Clerk

Sheboygan Area School District



Seth Harvantine, Superintendent

III

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

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

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

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and Dennis Wield and Patricia Wield, husband and wife (hereinafter "WIELD" or "CONCESSIONAIRE").

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

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

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

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

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

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

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

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

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

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

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

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

10. CONCESSIONAIRE will carry worker's compensation insurance covering all persons employed by them in connection with the operation of this concession, if any.

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

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

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the

responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

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

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

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

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

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

CITY OF SHEBOYGAN

BY:

Michael J. Vandersteen
Mayor

Dennis Wield

ATTEST:

Meredith Debruin
City Clerk

Patricia Wield

This document is authorized by and in accordance with Res. No. _____-19-20.

III

Res. No. _____ - 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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE. August 5, 2019.

Your Committee to whom was referred Res. No. 54-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget and to authorize the appropriate City Officials to execute a contract with CliftonLarsonAllen LLP; recommends adopting the Resolution with amended contract.

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

4.2

Res. No. 54 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 Budget and to authorize the appropriate City Officials to execute a contract with CliftonLarsonAllen LLP.

WHEREAS, pursuant to Res. No. 206-18-19, City Staff were instructed to seek proposals for an operational and departmental structure study of the City of Sheboygan Finance Department and Human Resources Department; and

WHEREAS, Staff has sought proposals and believes that the proposal with CliftonLarsonAllen LLP ("CLA") is in the best interest of the City.

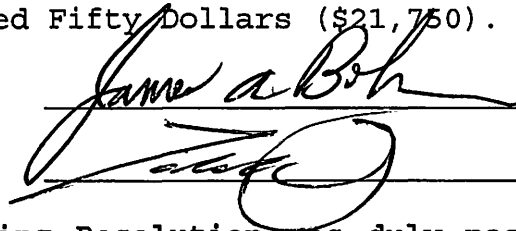
NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2019 Budget for the purpose of:

Establishing appropriations for the operational assessment of the finance and human resources departments:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Unclassified	Finance Department	
Reserve for Contingency	Contracted Services	
10199020-810103	10115100-521900	\$ 21,750

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to sign the attached agreement with CLA for the operational assessment of the finance and human resources departments, which shall not exceed Twenty-One Thousand Seven Hundred Fifty Dollars (\$21,750).

Finance
Personnel
adopt with
amended
contract.


James A. Boh

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



CliftonLarsonAllen LLP
10700 West Research Drive, Suite 200
Milwaukee, WI 53226
414-476-1880 | fax 414-476-7286
CLAconnect.com

Amended

June 21, 2019

Marty Halverson
City of Sheboygan
828 Center Ave., Ste. 301
Sheboygan, WI 53081

Dear Marty:

We are pleased to confirm our understanding of the terms, objectives, and scope of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Sheboygan ("you," "your," or "the entity").

Bill Judd is responsible for the services identified in this agreement. Joan Scholz is responsible for the daily activities of the engagement. Resources are dependent on client commitment date and fieldwork dates and subject to change. Additional Resources may include Thomas Schultz, Tom Killian, Bruce Pistiner, Hannah York, Jocie Dye and/or Kelsey Vatsaas.

Scope of professional services

CLA will perform an Operational and Organizational Assessment of the City's Finance and Human Resources (HR) Departments. The engagement will be executed leveraging the following phases:

- Phase 1: Planning and scoping
- Phase 2: Interviews with key stakeholders
- Phase 3: Aggregate results and identify common themes
- Phase 4: Benchmark analysis
- Phase 5: Develop organizational structure and staffing plan
- Phase 6: Reporting

The scope of the Assessment includes the following:

Operational

- Assess the efficiency of the Finance and HR department operations in relation to staffing, staff competencies, training needs, schedules and productivity
- Assess Finance and HR department process documentation, including policies and procedures
- Assess the workflow and information within Finance and HR
- Assess key processes to evaluate overall effectiveness
- Compare key system functionality capabilities to how the Finance and HR departments utilize the systems
- Evaluate the effectiveness of cross-departmental collaboration as it exists today between the two departments
- Develop recommendations that will enhance operational effectiveness of the Finance and HR departments

Organizational

Assess the Finance and HR organizational structure and operational practices including:

- **Organizational Strategic Plan and department strategic plans, if available**
- **Roles and responsibilities**
- **Services provided**
- **Staffing levels**
- **Workload**
- **Reporting requirements**

In addition, we will assess succession planning and cross training activities in the Finance and HR departments, and develop recommendations that will enhance the organizational structure of the department.

If modifications or changes are required during the course of the engagement that are beyond the initial scope of professional services, or if you request that we perform any additional services, we will provide you with a separate agreement for your signature. Such separate agreement will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

For all services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Our engagement cannot be relied upon to disclose errors, fraud, illegal acts, or noncompliance with laws and regulations. In addition, except as described in the scope of professional services section of this letter, we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

CLA cannot and does not provide legal advice. It is important that you consult with qualified labor counsel before adopting any new human resource policies. It is also your responsibility to determine whether legal review of the work product is necessary prior to implementation.

Fees, time estimates, and terms

We estimate that your current needs are approximately 116-150 hours and fees of between \$16,820 and \$21,750 starting as early as July 15, 2019. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. The estimate is based on anticipated cooperation from your personnel and their assistance with preparing and providing requested information. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher.

Fees for travel time will be billed at one-half (1/2) the normal hourly rate. Should this engagement duration go beyond six (6) months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

In accordance with our firm policies, work may be suspended if your account becomes six (60) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed the accounting assistance. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party"), without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Other provisions

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA.

Professional standards require us to be independent with respect to you in the performance of certain services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the entity to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the entity shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in an entity of your size and nature. We will require management to approve any changes in the application of accounting standards and procedures at the entity. Internal controls may be recommended relating to the safeguarding of the entity's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The entity agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

Employment provision

You agree that during the term of this engagement and for a period of one year after the expiration or termination date of this engagement, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA.

You acknowledge that:

1. CLA personnel may be subject to agreements restricting their right to contract with or solicit business from you other than their service through CLA, and
2. If you breach this non-solicitation provision, you shall pay \$100,000 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

You acknowledge and agree that CLA's damages resulting from violation of this section are difficult or impossible to estimate and that the sum stipulated above is a reasonable pre-estimate of the probable loss

that CLA would incur based on the cost of replacement, training, lost resources for projects, and other factors and is not a penalty. Liquidated damages under this paragraph shall not limit or impair any other remedies CLA may seek for breach of this paragraph or this agreement.

Termination of agreement

Either party may terminate this agreement at any time by giving written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a signed copy to us by email or U.S. mail.

Sincerely,

CliftonLarsonAllen LLP



Megan Moore, CIA, CISA, CRMA
Principal
612-397-3129
megan.moore@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Sheboygan.

Authorized Signature: _____

Title: _____

Date: _____

Email: _____

Telephone: _____

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE. August 5, 2019.

Your Committee to whom was referred Res. No. 55-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to enter into a contract regarding the bulkhead line survey of the Sheboygan River and Lake Michigan shoreline; recommends adopting the Resolution.

reg.

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 55 - 19 - 20. By Alderpersons Donohue and Bohren. July 15, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract regarding the bulkhead line survey of the Sheboygan River and Lake Michigan shoreline.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Terra Tec Engineering, LLC, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from the TID #12 Capital Projects Fund-Contracted Services (42261100-521900) in payment of same.

James A Boh
[Signature]

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



TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

July 11, 2019

Mr. Chad Pelishek, Director
City of Sheboygan Planning and Development
828 Center Avenue
Sheboygan, WI 53081

Re: Bulkhead Survey – Sheboygan River and Lake Michigan Shoreline
Sheboygan, Wisconsin
TerraTec File No. P1906009

Dear Mr. Pelishek:

As requested, TerraTec Engineering, LLC. (TerraTec) is pleased to submit this proposal for surveying services for the above project. The following paragraphs describe the work scope, estimated project fees and proposal agreement.

PROJECT DESCRIPTION

Based on our meeting on June 18, 2019, TerraTec understands that the City of Sheboygan (City) is trying to re-establish the shoreland bulkhead location along the north side of the Sheboygan River from the west property line of Rotary Park to the Coast Guard Station and then north along the east side of Broughton Drive from Pennsylvania Avenue to the cross walk at North Point Park that connects to the west side access to north Point Drive (approximately 1.25 miles in length). The City intends to submit mapping and a legal description of this location to the Wisconsin Department of Natural Resources (WDNR) to re-establish an agreement of the bulkhead location.

SCOPE OF SERVICES

TerraTec anticipates performing the following tasks which are described in the paragraphs below:

- Task 1 – Topographic Survey
- Task 2 – Alignment Description and Exhibits

Task 1 – Topographic Survey

TerraTec will perform the following activities:

- Establish control tied to Public Land Survey corners in Wisconsin Coordinate Reference System (WisCRS) in Sheboygan County.
- Survey the northside of the boardwalk on the north side of the Sheboygan River from the west property line of Rotary Park to the Coast Guard Station.
- Survey the westside of the sidewalk from the boardwalk north to Pennsylvania Avenue.

- Survey the eastside of the northbound sidewalk on Broughton Drive from Pennsylvania Avenue to the crosswalk at the southside of North Point Park leading to the access to North Point Drive.
- Attend one meeting with the City to establish the desired offset distance to be used for the bulkhead line paralleling Broughton Drive.
- Establish an alignment at this offset distance to be used for the bulkhead description.

Task 2 – Alignment Description and Exhibits

TerraTec proposes to prepare a map depicting the re-established bulkhead alignment and a description of said alignment. Activities will include:

- Prepare 11x17-inch exhibits of the re-established bulkhead location at a 1" = 100' scale. These exhibits will incorporate the GIS orthographic mapping and approximate property lines provided by the City of Sheboygan. It is estimated the exhibits will require 4 sheets.
- Provide a description of the new bulkhead alignment location.
- Provide electronic and hardcopies of files associated with the exhibits and alignment description.

GENERAL PROJECT UNDERSTANDING

1. This proposal does not include wetland delineations/services, environmental, site design, geotechnical engineering, pavement design, architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.
2. It is our understanding that the Owner/Client will submit all regulatory permit fees including those to the City/WDNR/State, etc.
3. All submittals are final. Any requested modifications will be performed on a time and material basis.
4. TerraTec cannot guarantee approvals of any applications.
5. Any modifications required due to revisions to the Concept Plan once TerraTec has been authorized to proceed will be performed on a time and material basis. Also, any revisions of submitted documents will be performed as requested by either the Client or a regulatory office on a time and material basis.
6. Invoices shall be submitted monthly or at the end of project completion, whichever occurs first. No work outside of the scope of services described above, shall be performed or charges invoiced, without prior Client authorization at an agreed upon unit price.
7. TerraTec will not warrant the accuracy or completeness of any survey mapping provided to TerraTec by other parties.
8. This proposal does not include the preparation of a property boundary survey or Certified Survey Map, nor does it include permit or application fees. These services can be provided for additional fees, if requested.
9. The map will be prepared in accordance with the drafting and design standards established by TerraTec in AutoCAD, which reflect common engineering practice.
10. Production and coordination of additional copies, electronic files or other requests for information above that detailed herein are considered a direct reimbursable in excess of the contract maximum and will be invoiced in accordance with the fee schedule.
11. TerraTec takes no responsibility and will not certify for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items of which no evidence can be found on the surface by a reasonable inspection. TerraTec will not enter any buildings or utility structures on or off the site.
12. Utility locations are not included in this scope of work.
13. No topographic features are included in this survey other than the back of boardwalk and back of sidewalk.

14. Ownership and Use of Documents

- All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
- The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
- The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.
- Nothing in this Section 14, or anywhere else in this Agreement, is intended to be inconsistent with Client's obligations under the Wisconsin Public Records Law.

ESTIMATED PROJECT FEES AND SCHEDULE

TerraTec proposes to perform this work on a **lump sum basis of \$7,500**. Additional tasks will be billed on a time and material basis upon your written request. These services will be performed upon your acceptance of this proposal and as described in the above paragraphs. This lump sum fee will be effective if this proposal is accepted by **City of Sheboygan** within 30 days of the date of this proposal.

PROPOSAL AGREEMENT


TerraTec Engineering, LLC. proposes to perform this work under the attached General Services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by the proposal and General Terms and Conditions.

CLOSING

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.

Sincerely,

TERRATEC ENGINEERING, LLC.



Timothy J. Moyer, P.E.
Principal

ACCEPTED BY:

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

**TERRATEC ENGINEERING LLC.
GENERAL TERMS AND CONDITIONS#**

#

1. SCOPE OF SERVICES.

- (a) The scope of services, project schedule, and associated cost estimate included in the attached proposal are based on the information made available to TerraTec Engineering by the Client. If this information is incomplete/inaccurate or if site conditions are materially different from those indicated by the Client, a written amendment to this Agreement equitably adjusting the scope of services, costs or schedule shall be executed by the Client and TerraTec Engineering. TerraTec Engineering may suspend performance of its services until the Amendment has been executed. If the Amendment is not agreed to within a reasonable time as deemed by TerraTec Engineering, TerraTec Engineering may terminate this Agreement. In the event of Agreement termination, the Client shall pay TerraTec Engineering for all services performed prior to termination and termination expenses set forth in these General Terms and Conditions.

2. BILLINGS AND PAYMENTS.

- (a) Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. TerraTec Engineering shall submit invoices for services performed and expenses incurred that have not been previously billed. Invoices shall be submitted not more frequently than monthly. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement. Any collection costs incurred by TerraTec to collect overdue sums from the Client shall immediately become due and payable to TerraTec from the Client.
- (b) The Client's obligation to pay for the services performed by TerraTec Engineering under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deductions shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to TerraTec Engineering. Client further agrees to pay TerraTec Engineering any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration or other dispute resolution costs and all court costs.
- (c) If any subpoena or court order is served upon TerraTec and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of TerraTec Engineering staff, subconsultants, or subcontractors at a trial, deposition, or for other discovery purposes arising out of TerraTec Engineering services performed under this Agreement, Client will pay TerraTec Engineering's fees (if any) applicable to TerraTec Engineering's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at the time of service upon TerraTec Engineering of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial. This provision shall not apply if TerraTec is a named party to a lawsuit as a result of its work performed under this Agreement.

3. STANDARD OF CARE.

- (a) TerraTec Engineering will strive to perform its services under this Agreement in conformance with the care and skill ordinarily exercised by members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

- (b) No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting services or by furnishing oral or written reports of the findings made.
- (c) If TerraTec Engineering breaches the standard of care, TerraTec Engineering shall be given an opportunity to correct any Services at no additional charge to Client.

4. ALLOCATION OF RISK.

- (a) Client shall indemnify and hold TerraTec Engineering, its members, managers, officers, agents, and employees harmless from and against any and all liabilities, losses, damages, costs, attorney fees, defense fees, and expenses which TerraTec Engineering, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action because of any injury or damage to person or property which arises out of the sole negligence or willful misconduct by Client or its directors, officers or employees, agents or invitees.
- (b) TerraTec Engineering shall indemnify, defend, and hold Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses caused by reason of any act, omission, fault, or negligence of TerraTec Engineering or of anyone acting under its direction or control or on its behalf.
- (c) Consequential damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TerraTec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

5. TERMINATION OF SERVICES.

- (a) This Agreement may be terminated by either party upon at least seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- (b) TerraTec Engineering may suspend performance of Services by giving Client five (5) days prior written notice hereof, if:
 - (i) Client is in default of its payment obligations under Paragraph 2; or
 - (ii) Force Majeure, as set forth in Paragraph 7 hereof, causes an uninterrupted continual delay of thirty (30) days or more or
 - (iii) Suspension of the Project or TerraTec's services by the Client for more than 90 calendar days, consecutive or in the aggregate.
- (c) TerraTec shall have no liability, and the Client agrees to make no claim for any delay or damage as a result of suspension/termination caused by any breach of this Agreement by the Client.
- (d) In the event of any termination/suspension, the Client shall pay TerraTec, in addition to payment for services rendered and reimbursable costs incurred, for all expenses incurred by TerraTec in connection with the termination of this Agreement including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6. TERRATEC ENGINEERING AS INDEPENDENT CONTRACTOR. TerraTec Engineering, in performing the Services, shall be deemed an independent contractor and not an agent or employee of Client.

7. FORCE MAJEURE. No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, Acts of God or the public enemy, acts of terrorism, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes. Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder.

8. ASSIGNMENT OF AGREEMENT. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

9. SUBCONTRACTS. TerraTec Engineering may subcontract any part of the Services with the prior written approval of Client. This approval may be provided by Client's Director of Planning & Development. Client reserves the right to reject any of TerraTec's personnel or proposed subcontractors, and to request that acceptable personnel be assigned to the project.

10. SURVIVAL OF OBLIGATIONS. Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

11. ENTIRE AGREEMENT. This Agreement including the attached proposal constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and TerraTec Engineering.

12. WRITTEN NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by private express service provider, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

13. GOVERNING LAW.

(a) This Agreement shall be governed by the law of the State of Wisconsin.

14. SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

15. PROJECT REPRESENTATIVE. Individuals who signed the attached proposal are the agents for receiving and giving notices unless otherwise specified in writing to the other party.

16. PERMITS, LICENSES AND ACCESS AGREEMENTS. Client shall cooperate with TerraTec Engineering in obtaining any permits or licenses required for the performance of the Services. Client shall obtain access agreements when necessary for the performance of services. Client shall pay all costs and fees necessary for such permits, licenses and access agreements.

17. ACCESS TO SITE AND INFORMATION.

In order that TerraTec Engineering may perform the Services, Client represents, warrants, and covenants that:

- (a) Client shall provide right-of-access to the site to TerraTec Engineering, its employees, agents and contractors, to conduct the planned field observations or services.
- (b) Prior to the execution and delivery of this Agreement, Client has supplied to TerraTec Engineering all information and documents in its possession, custody, or control known to the Client and material to the Site and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, utilities, and telephone cables.
- (c) TerraTec Engineering may use such information, requirements, reports, data, surveys and instructions provided by others in performing its services and is entitled to rely upon the accuracy and completeness thereof. TerraTec Engineering shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- (d) During the term of this contract:
 - (i) TerraTec Engineering will have complete access to the Site and any facilities located thereon required to perform the services.
 - (ii) Client shall continue to supply to TerraTec Engineering all material information and documents in its possession, custody or control known to the Client and material to the Site and the Services.
 - (iii) Client will give prompt notice to TerraTec Engineering whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.
 - (iv) TerraTec Engineering has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. For an additional fee, TerraTec Engineering will to the extent reasonably practicable restore the site to conditions substantially similar to those existing prior to TerraTec Engineering's operations at the request of Client.
 - (v) TerraTec Engineering shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks and telephone cables) or any existing subterranean conditions—or the consequences of such damage or inquiry—unless the damage or injury was the result of the negligence of TerraTec Engineering or an agent of TerraTec Engineering or was the result of TerraTec Engineering breaching the standard of care set forth in Section 3 of this Agreement.

18. SAFETY.

- (a) TerraTec Engineering is responsible solely for the safe performance by TerraTec Engineering field personnel of their activities in performance of the scope of services. It is expressly agreed that TerraTec Engineering's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project site nor is TerraTec Engineering to review the adequacy of job safety on the Project site.

- (b) TerraTec Engineering has neither been assigned nor assumed the authority required of the “competent person” under OSHA 29 CFR Part 1926. TerraTec Engineering does not provide, and has not assumed, any duties of inspection/monitoring of excavations required of the “competent person” under OSHA 29 CFR Part 1926.

19. CHANGED CONDITIONS.

- (a) If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TerraTec are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TerraTec may call for renegotiation of appropriate portions of this Agreement. TerraTec shall notify the Client of the changed conditions necessitating renegotiation, and TerraTec and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot agree to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

20. THIRD-PARTY BENEFICIARIES.

- (a) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. REPORTS AND OWNERSHIP OF DOCUMENTS.

- (a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by TerraTec as instruments of service shall remain the property of TerraTec. TerraTec shall retain all common law, statutory, and other reserved rights, including the copyright thereto.
- (b) Client agrees that all plans/reports or other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits or licensing.
- (c) Electronic Files – The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of TerraTec. The Client agrees to indemnify and hold harmless TerraTec, its officers, employees and subconsultants against all damages, liabilities or costs, including attorneys' fees and defense costs, arising from any changes made by anyone other than TerraTec from any reuse of the electronic files. In no event shall TerraTec be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

22. DISPUTE RESOLUTION.

- (a) All claims, disputes, controversies arising out of this Agreement or any breach thereof shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either

party to this Agreement for mediation of any dispute, Client and TerraTec Engineering shall select by mutual agreement a neutral mediator. The selection shall be made within fifteen (15) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and TerraTec Engineering within fifteen (15) days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

- (b) If a dispute cannot be settled through mediation, venue of any dispute arising under this Agreement shall be in Sheboygan County Circuit Court.



TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

July 8, 2019

Mr. Chad Pelishek, Director
City of Sheboygan Planning and Development
828 Center Avenue
Sheboygan, WI 53081

Re: Plat of Survey with Topography Proposal
Sheboygan, Wisconsin
TerraTec File No. P1904010

Dear Mr. Pelishek:

As requested, TerraTec Engineering, LLC (TerraTec) is pleased to submit this proposal for surveying services for the above project. The following paragraphs describe the work scope, estimated project fees and proposal agreement.

PROJECT DESCRIPTION

Based on our meeting on April 30, 2019, TerraTec understands that the City of Sheboygan (Client) is pursuing the purchase of approximately 20.8 acres of property currently owned by the Union Pacific Railroad (UPRR). The limits of the purchase area were provided in our meeting in the UPRR Exhibit "A" entitled "Map CNW WI V-37 / 13 A-B & V-14 / 12 B" dated June 22, 2018. Upon review of the purchase area extent, TerraTec notified you that a portion of this area had been purchased by the City during a previous highway project. The extent of this prior purchase is depicted in the Right-of-Way Plat for Broadway Avenue (WisDOT Project ID 4996-00-21) and the Right-of-Way Plat for South Business Drive (WisDOT Project ID 4010-11-21). Thus, reducing the area of purchase to approximately 19 acres.

The limits of the survey will be from the east right of way line to the west right of way line for the north-south corridor beginning at Union Avenue and Pennsylvania and from north right of way line to south right of way line for the east-west corridor of the Union Pacific Railroad property from the east right of way line of the north north/south corridor to South 10th street..

The project area is as follows:

- On the west side of South Business Drive from 25-feet south of Union Avenue to the railroad underpass of South Business Drive, approximately 500-feet south of Indiana Avenue.
- On the east side of South Business Drive from the underpass of South Business to Indiana Avenue.
- Along the west property line of Rockline Industries and Prigges' Bus Service from Indiana Avenue to the south roadway edge of Pennsylvania Avenue.
- 150-feet north of Indiana Avenue from the Union Pacific north-south corridor (near South 13th Street) east 1200-feet to South 10th Street.

SCOPE OF SERVICES

TerraTec anticipates performing the following tasks which are described in the paragraphs below:

- Task 1 – Topographic Survey
- Task 2 – Right-of-Way Plat

Task 1 – Topographic Survey

TerraTec will perform the following activities:

- Establish control and benchmarks for the project.
- Contact and coordinate field markings of existing utilities by "Digger's Hotline."
- Perform a field survey of the subject property including ground shots for contouring, edge of pavement, roadway centerline, utilities, structures, surface features, water edge, etc.
- Perform measure downs for sanitary manholes, storm manholes and catch basins located both up and down gradient of the site.
- Trees over 8-inch diameter will be located, wooded areas will be outlined.
- Develop a topographic map based on 1-foot contours.
- Prepare a map that will be placed on a 24" x 36" size sheet and shall contain a location map, legend, benchmarks and surface features measured in the field.

Task 2 – Plat of Survey

TerraTec proposes to prepare a Plat of Survey based on current Title Reports in accordance with Chapter A-E7 of the Wisconsin Code (Minimum Standards for Property Surveys in Wisconsin) of the subject area. Activities will include:

- Obtain Title Reports – Up to 15 separate Title Reports will be included. The Title Reports shall include the following:
 - ✓ Extend over and cover a minimum period of sixty (60) years or to the last conveyance of record if more than sixty (60) years and shall include a certificate to the Owner of all entries of record affecting the titles of the said properties or premises during such period.
 - ✓ Include a copy of the last deed of record shall be included as part of the title report along with copies of any referenced documents delineated in the last deed.
 - ✓ Identify all easements of record on purchased property.
 - ✓ Identify all liens, mortgages, and tax records.
 - ✓ Include appropriate quarter section maps and tax roll listings and if applicable subdivision plats or certified survey maps.
 - ✓ This assumes straightforward title reports with no property or title research necessary (if necessary, TerraTec will contact you for pre-approval of the additional work). No title up-dates are expected.
- Review title reports.
- Locate existing property corners and PLSS corners within the project limits to be used to establish existing property lines
- Establish existing abutting property lines based on field work, existing recorded surveys and title reports.
- Prepare a property map and description for parcel boundary.
- Set property corners which are not located in the field.
- Provide electronic and hardcopies of files associated with the Plat of Survey.

ESTIMATED PROJECT FEES AND SCHEDULE

TerraTec proposes to perform the above described work scope for a sum of **\$14,000 for Task 1 and \$19,700 for Task 2**. This lump sum fee will be effective if this proposal is accepted by **City of Sheboygan** within 30 days of the date of this proposal.

GENERAL PROJECT UNDERSTANDING

1. This proposal does not include wetland delineations/services, environmental, geotechnical engineering, pavement design, architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.
2. It is our understanding that the Owner/Client will submit all regulatory permit fees including those to the City/WDNR/State, etc.
3. All submittals are final. Any requested modifications will be performed on a time and material basis.
4. TerraTec cannot guarantee approvals of any applications.
5. Any modifications required due to revisions to the Concept Plan once TerraTec has been authorized to proceed will be performed on a time and material basis. Also, any revisions of submitted documents will be performed as requested by either the Client or a regulatory office on a time and material basis.
6. Invoices shall be submitted monthly or at the end of project completion, whichever occurs first. No work outside of the scope of services described above, shall be performed or charges invoiced, without prior Client authorization at an agreed upon unit price.
7. TerraTec will not warrant the accuracy or completeness of any survey mapping provided to TerraTec by other parties.
8. This proposal does not include the preparation of a property boundary survey or Certified Survey Map, nor does it include permit or application fees. These services can be provided for additional fees, if requested.
9. The maps will be prepared in accordance with the drafting and design standards established by TerraTec in Autocad, which reflect common engineering practice.
10. Production and coordination of additional copies, electronic files or other requests for information above that detailed herein are considered a direct reimbursable in excess of the contract maximum and will be invoiced in accordance with the fee schedule.
11. TerraTec takes no responsibility and will not certify for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items of which no evidence can be found on the surface by a reasonable inspection. TerraTec will not enter any buildings or utility structures on or off the site.
12. The utility locations are limited to the public utilities based upon plans readily available from the municipality and private underground utilities marked in the field by "Digger's Hotline." If additional utilities are known to exist on the property, the Client will provide existing plans of other utilities serving the site and the building that otherwise cannot be located by a visual inspection of the property or of which the surveyor would have no knowledge. The utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.
13. Individual trees will not be located nor identified on the drawing. Tree groupings and wooded areas will be outlined only. Species will not be listed and are not included in this proposal. If species are required, this service can be provided for additional fees if required and requested by the Client.
14. Ownership and Use of Documents
 - All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
 - The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
 - The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the

copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.

- Nothing in this Section 14, or anywhere else in this Agreement, is intended to be inconsistent with Client's obligations under the Wisconsin Public Records Law.

PROPOSAL AGREEMENT

TerraTec Engineering, LLC proposes to perform this work under the attached General Services. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by the proposal and General Terms and Conditions.

CLOSING

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.


Sincerely,

TERRATEC ENGINEERING, LLC



Timothy J. Moyer, P.E.
Principal

ACCEPTED BY:

SIGNATURE: 
TITLE: Director of Planning & Dev
FIRM: City of Sheboygan
DATE: 8-7-19

**TERRATEC ENGINEERING LLC.
GENERAL TERMS AND CONDITIONS**

1. SCOPE OF SERVICES.

- (a) The scope of services, project schedule, and associated cost estimate included in the attached proposal are based on the information made available to TerraTec Engineering by the Client. If this information is incomplete/inaccurate or if site conditions are materially different from those indicated by the Client, a written amendment to this Agreement equitably adjusting the scope of services, costs or schedule shall be executed by the Client and TerraTec Engineering. TerraTec Engineering may suspend performance of its services until the Amendment has been executed. If the Amendment is not agreed to within a reasonable time as deemed by TerraTec Engineering, TerraTec Engineering may terminate this Agreement. In the event of Agreement termination, the Client shall pay TerraTec Engineering for all services performed prior to termination and termination expenses set forth in these General Terms and Conditions.

2. BILLINGS AND PAYMENTS.

- (a) Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. TerraTec Engineering shall submit invoices for services performed and expenses incurred that have not been previously billed. Invoices shall be submitted not more frequently than monthly. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement. Any collection costs incurred by TerraTec to collect overdue sums from the Client shall immediately become due and payable to TerraTec from the Client.
- (b) The Client's obligation to pay for the services performed by TerraTec Engineering under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deductions shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to TerraTec Engineering. Client further agrees to pay TerraTec Engineering any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration or other dispute resolution costs and all court costs.
- (c) If any subpoena or court order is served upon TerraTec and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of TerraTec Engineering staff, subconsultants, or subcontractors at a trial, deposition, or for other discovery purposes arising out of TerraTec Engineering services performed under this Agreement, Client will pay TerraTec Engineering's fees (if any) applicable to TerraTec Engineering's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at the time of service upon TerraTec Engineering of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial. This provision shall not apply if TerraTec is a named party to a lawsuit as a result of its work performed under this Agreement.

3. STANDARD OF CARE.

- (a) TerraTec Engineering will strive to perform its services under this Agreement in conformance with the care and skill ordinarily exercised by members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

- (b) No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting services or by furnishing oral or written reports of the findings made.
- (c) If TerraTec Engineering breaches the standard of care, TerraTec Engineering shall be given an opportunity to correct any Services at no additional charge to Client.

4. ALLOCATION OF RISK.

- (a) Client shall indemnify and hold TerraTec Engineering, its members, managers, officers, agents, and employees harmless from and against any and all liabilities, losses, damages, costs, attorney fees, defense fees, and expenses which TerraTec Engineering, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action because of any injury or damage to person or property which arises out of the sole negligence or willful misconduct by Client or its directors, officers or employees, agents or invitees.
- (b) TerraTec Engineering shall indemnify, defend, and hold Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses caused by reason of any act, omission, fault, or negligence of TerraTec Engineering or of anyone acting under its direction or control or on its behalf.
- (c) Consequential damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TerraTec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

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- (a) This Agreement may be terminated by either party upon at least seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- (b) TerraTec Engineering may suspend performance of Services by giving Client five (5) days prior written notice hereof, if:
 - (i) Client is in default of its payment obligations under Paragraph 2; or
 - (ii) Force Majeure, as set forth in Paragraph 7 hereof, causes an uninterrupted continual delay of thirty (30) days or more or
 - (iii) Suspension of the Project or TerraTec's services by the Client for more than 90 calendar days, consecutive or in the aggregate.
- (c) TerraTec shall have no liability, and the Client agrees to make no claim for any delay or damage as a result of suspension/termination caused by any breach of this Agreement by the Client.
- (d) In the event of any termination/suspension, the Client shall pay TerraTec, in addition to payment for services rendered and reimbursable costs incurred, for all expenses incurred by TerraTec in connection with the termination of this Agreement including but not limited to demobilization,

reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

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7. FORCE MAJEURE. No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, Acts of God or the public enemy, acts of terrorism, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes. Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder.

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12. WRITTEN NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by private express service provider, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

13. GOVERNING LAW.

(a) This Agreement shall be governed by the law of the State of Wisconsin.

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In order that TerraTec Engineering may perform the Services, Client represents, warrants, and covenants that:

- (a) Client shall provide right-of-access to the site to TerraTec Engineering, its employees, agents and contractors, to conduct the planned field observations or services.
- (b) Prior to the execution and delivery of this Agreement, Client has supplied to TerraTec Engineering all information and documents in its possession, custody, or control known to the Client and material to the Site and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, utilities, and telephone cables.
- (c) TerraTec Engineering may use such information, requirements, reports, data, surveys and instructions provided by others in performing its services and is entitled to rely upon the accuracy and completeness thereof. TerraTec Engineering shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- (d) During the term of this contract:
 - (i) TerraTec Engineering will have complete access to the Site and any facilities located thereon required to perform the services.
 - (ii) Client shall continue to supply to TerraTec Engineering all material information and documents in its possession, custody or control known to the Client and material to the Site and the Services.
 - (iii) Client will give prompt notice to TerraTec Engineering whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.
 - (iv) TerraTec Engineering has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. For an additional fee, TerraTec Engineering will to the extent reasonably practicable restore the site to conditions substantially similar to those existing prior to TerraTec Engineering's operations at the request of Client.
 - (v) TerraTec Engineering shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks and telephone cables) or any existing subterranean conditions—or the consequences of such damage or injury—unless the damage or injury was the result of the negligence of TerraTec Engineering or an agent of TerraTec Engineering or was the result of TerraTec Engineering breaching the standard of care set forth in Section 3 of this Agreement.

18. SAFETY.

- (a) TerraTec Engineering is responsible solely for the safe performance by TerraTec Engineering field personnel of their activities in performance of the scope of services. It is expressly agreed that TerraTec Engineering's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project site nor is TerraTec Engineering to review the adequacy of job safety on the Project site.
- (b) TerraTec Engineering has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926. TerraTec Engineering does not provide, and has not assumed, any duties of inspection/monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926.

19. CHANGED CONDITIONS.

- (a) If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TerraTec are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TerraTec may call for renegotiation of appropriate portions of this Agreement. TerraTec shall notify the Client of the changed conditions necessitating renegotiation, and TerraTec and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot agree to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

20. THIRD-PARTY BENEFICIARIES.

- (a) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. REPORTS AND OWNERSHIP OF DOCUMENTS.

- (a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by TerraTec as instruments of service shall remain the property of TerraTec. TerraTec shall retain all common law, statutory, and other reserved rights, including the copyright thereto.
- (b) Client agrees that all plans/reports or other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits or licensing.
- (c) Electronic Files – The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of TerraTec. The Client agrees to indemnify and hold harmless TerraTec, its officers, employees and subconsultants against all damages, liabilities or costs, including attorneys' fees and defense costs, arising from any changes made by anyone other than TerraTec from any reuse of the electronic files. In no event shall TerraTec be liable

for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

22. DISPUTE RESOLUTION.

- (a) All claims, disputes, controversies arising out of this Agreement or any breach thereof shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and TerraTec Engineering shall select by mutual agreement a neutral mediator. The selection shall be made within fifteen (15) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and TerraTec Engineering within fifteen (15) days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- (b) If a dispute cannot be settled through mediation, venue of any dispute arising under this Agreement shall be in Sheboygan County Circuit Court.

~~IV~~

53

R. C. No. 95 - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
August 5, 2019.


Your Committee to whom was referred Gen. Ord. No. 5-19-20 by Alderpersons Sorenson, Ackley, Donohue, Felde and Savaglio creating section 70-86 of the Municipal Code, entitled "Conversion Therapy Prohibited," regulating the practice of conversion therapy with regard to minors; recommends adopting the Ordinance.

reg

_____ Committee

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

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

 Gen. Ord. No. 5 - 19 - 20.

6.1
By Alderpersons Sorenson, Ackley, Donohue,
Felde and Savaglio. July 15, 2019.

AN ORDINANCE creating section 70-86 of the Municipal Code, entitled "Conversion Therapy Prohibited," regulating the practice of conversion therapy with regard to minors.

WHEREAS, The City of Sheboygan is a welcoming community to all people, and does not accept bigotry and hate; and

WHEREAS, contemporary science recognizes that being lesbian, gay, bisexual or transgender is part of the natural spectrum of human identity and is not a disease, disorder, or illness; and

WHEREAS, "conversion therapy," also known as reparative therapy, is defined as any practices or treatments offered or rendered to consumers for a fee, including psychological counseling, that seeks to change a person's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender; and

WHEREAS, conversion therapy does not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity; and

WHEREAS, conversion therapy has been rejected by every mainstream medical and mental health organization, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Academy of Pediatrics, American Academy of Child and Adolescent Psychiatry, American Counselor Association, American School Health Association, National Association of Social Workers and the Pan American Health Organization; and

WHEREAS, it is well documented that the prevailing opinion of the medical and psychological community is that conversion therapy has not been shown to be effective and that it creates a potential risk of serious harm to those who experience it, including depression, anxiety, substance abuse, homelessness, and suicidality; and

WHEREAS, in 2015 the White House Office of Communications released a document critical of conversion therapy titled "Why Conversion Therapy

LHP
Adopt

Hurts All of Us"; and

WHEREAS, data from the State of Wisconsin Youth Risk Behavior Survey (YRBS) done in 2017 indicates that 41% of youth surveyed that are LGBT have considered suicide vs. 16.4% overall, 1 in 2 LGBT students reports depression vs. 27% overall, and 67% of LGBT students report anxiety vs. 40% overall; and

WHEREAS, the Therapeutic Fraud Prevention Act, which bans conversion therapy nationwide, has been introduced in the 114th United States Congress and the 115th United States Congress, while 16 states and more than 50 counties, municipalities and communities, including Madison, Milwaukee, Eau Claire, and Cudahy in Wisconsin, have passed legislation making the practice of conversion therapy for minors illegal, with fourteen additional states proposing similar legislation which is pending; and

WHEREAS, in the 2018 Wisconsin legislative session, Assembly Bills 349 and 261 seeking to prohibit mental health providers from engaging in conversion therapy of minors in Wisconsin were introduced. However, neither of these bills made it out of committee. In the current legislative session, such a ban has been introduced via Senate Bill 107 and Assembly Bill 111, co-sponsored by, among others, Rep. Tyler Vorpagel, who represents portions of the northern part of the City of Sheboygan in the Assembly. It appears likely, however, that the bill will not be passed in this session, and conversion therapy will remain unregulated by the State of Wisconsin; and

WHEREAS, this ordinance is adopted to promote the health, safety and welfare of the people of the City of Sheboygan, especially the physical and psychological well-being of minors, including lesbian, gay, bisexual and transgender youth, and to protect them against the exposure to serious harms caused by conversion therapy.

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

Section 1. Section 70-86 of the Municipal Code is hereby created to read as follows:

"Sec. 70-86. *Conversion Therapy Prohibited.*

(a) Definitions.

- (1) "Conversion therapy" means any practices or treatments offered or rendered to consumers for a fee, including psychological counseling, that seeks to change a person's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual attractions or romantic attractions or feelings towards individuals of the same gender. "Conversion therapy" does not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity.
 - (2) "Person" means any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business organization.
- (b) It is unlawful for any person to practice conversion therapy with anyone under 18 years of age.
- (c) Any person practicing "conversion therapy" as defined herein within the City of Sheboygan shall be referred to the State of Wisconsin Department of Safety and Professional Services, which regulates therapy services and professional counseling."

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.

<u><i>Cyrus Sacra</i></u>	<u><i>Mark S. Dr</i></u>
<u><i>Barbara Folde</i></u>	<u></u>
<u><i>Betty A. Bou-Ackky</i></u>	<u></u>

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 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

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

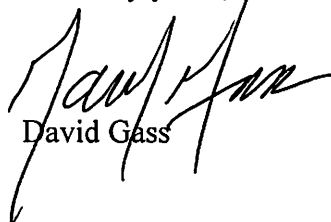
909 N. 8th St.
Ste. 100
Sheboygan, WI
53081

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

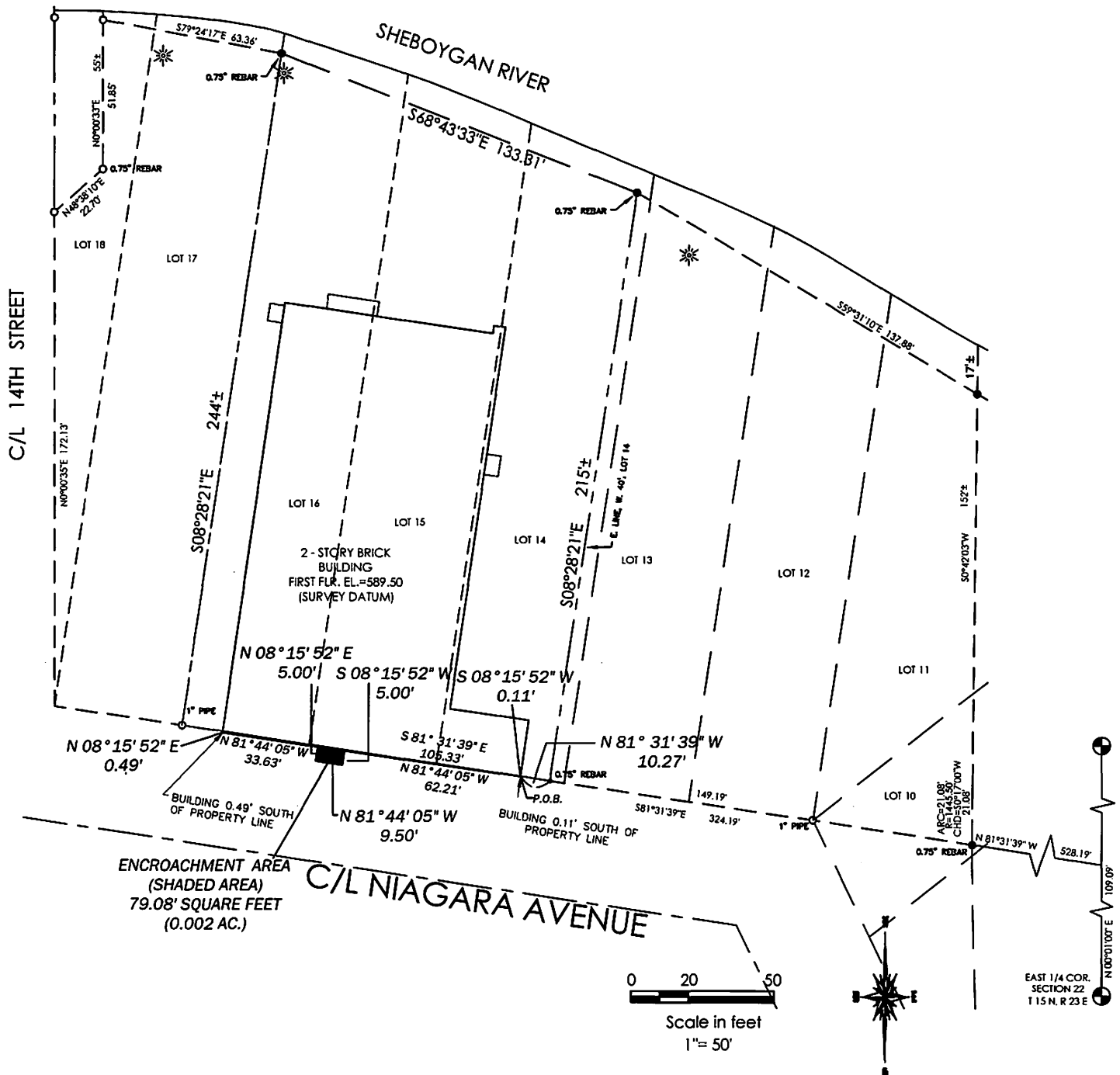
Encroachment Map - Exhibit A

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 $00^{\circ} 01' 00''$ E, 109.09 feet along the East line of said NE $\frac{1}{4}$;
thence N $81^{\circ} 31' 39''$ W, 677.38 feet along the north Right of Way line of Niagara Avenue; thence N $81^{\circ} 31' 39''$ 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 $08^{\circ} 15' 52''$ W, 0.11 feet; thence N $81^{\circ} 44' 05''$ W, 62.21 feet; thence S $08^{\circ} 15' 52''$ W, 5.00 feet; thence N $81^{\circ} 44' 05''$ W, 9.50 feet;
thence N $08^{\circ} 15' 52''$ E, 5.00 feet; thence N $81^{\circ} 44' 05''$ W, 33.63 feet; thence N $08^{\circ} 15' 52''$ E, 0.49 feet; thence S $81^{\circ} 31' 39''$ 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.



~~X~~

Gen. Ord. No. _____ - 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

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.



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 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?



~~X~~

Gen. Ord. No. _____ - 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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 53 - 19 - 20. By Alderpersons Wolf and Ackley. July 15, 2019.

A RESOLUTION officially recognizing the End Park Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the End Park Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To connect End Park residents with their neighbors, to enhance the quality of our neighborhood, encourage communication, cooperation, and friendliness among the residents, maintain and increase the spirit of awareness, inclusiveness, and safety enabling us to foster civic involvement in our diverse community; and be responsible for expressing the opinions of others and concerns of the entire neighborhood to our local government. Comradery, community, and fellowship will be accomplished through participation.

The primary goals of the End Park Neighborhood Association are to:

- Promote neighborliness, cooperation, and good will among the members of our neighborhood;
- Create awareness of issues that affect all residents of the neighborhood;
- Develop strong working relationships with officials, citizens, and organizations to maintain the safety and cleanliness of our neighborhood and to ensure the availability of public and private community services; and

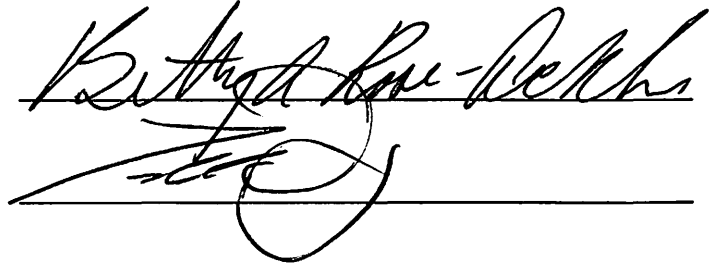
WHEREAS, the End Park Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the north side of Geele Avenue to the south side of North Avenue between the west side of North 8th Street and the east side of North 13th Street; and

WHEREAS, the End Park Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNL) and be eligible to apply for grant funds through grant programs offered by the MNL.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the End Park Neighborhood Association.

*Ray
over*

BE IT FURTHER RESOLVED: That the Mayor, Common Council, and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.



Handwritten signature of Keith H. Rose-Decker, Mayor of Sheboygan, Wisconsin, written over a horizontal line.

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. 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>
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

AHP

CHANGE OF AGENT

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

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	Mojito	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