

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
TWENTY-FIRST REGULAR COMMON COUNCIL MEETING

Monday, February 4, 2019

ALDERPERSONS PRESENT:

Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

ALDERPERSONS ABSENT AND EXCUSED:

Rosemarie Trester and Jim Bohren - 2.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

1.4 CONFIRMATION OF MAYOR'S APPOINTMENTS - Jordan Saunders to the Harbor Centre BID Board

MOTION TO CONFIRM

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

1.5 PRESENTATION - 4th Quarter, 2018 Strategic Plan Action Items & Critical Measures review - City Administrator Darrell Hofland

1.6 PRESENTATION - 2019 Community Survey Results - City Administrator Darrell Hofland

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

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

2. CONSENT AGENDA

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

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

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.2 R. O. No. 211-18-19 by City Clerk granting various license applications (Jay's). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.3 Res. No. 172-18-19 by Alderpersons Rindfleisch and Trestler submitting a preliminary Resolution declaring intent to exercise the police power to levy special assessments for replacement of lead and/or galvanized iron water laterals in North Avenue from N. 15th Street to N. 21st Street. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.4 R. C. No. 234-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 168-18-19 by the City Clerk submitting various license applications; recommends granting the license (Johnson). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.5 R. C. No. 235-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 190-18-19 by the City Clerk, held a Quasi-Judicial Hearing to determine whether the Taxicab Driver's License #8112 held by Trevor M. Gohr should be suspended, revoked, or not renewed; recommends 1) That, based on the licensee's right to object to this Committee's finding, the licensee's written objections, if any, be provided to the Common Council and considered, in conjunction with the Committee's finding and the prosecution's arguments, but that neither the licensee nor the City in its prosecution function shall be permitted to make oral argument; and 2) That the license be granted, but immediately suspended upon the Common Council's acceptance of these findings of facts and imposition of penalty. Said suspension will end on February 20, 2019, at which time the license may be issued. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.6 R. C. No. 236-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 209-18-19 by Chief of Police Christopher Domagalski, pursuant to section

54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2018 and ending December 31, 2018; recommends to file the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.7 R. C. No. 237-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 210-18-19 by the City Clerk submitting various license applications; recommends granting the licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.8 R. C. No. 238-18-19 by Public Works Committee to whom was referred Res. No. 165-18-19 by Alderpersons Wolf and Sorenson authorizing the Engineering Division of the Department of Public Works to advertise certain specified projects for bid; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.9 R. C. No. 239-18-19 by Public Works Committee to whom was referred Res. No. 166-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4640-01-01_72, to update nine signalized intersections along the 2.4 mile STH 28/14th Street corridor from North Avenue to Indiana Avenue; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.10 R. C. No. 240-18-19 by Public Works Committee to whom was referred Res. No. 167-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4650-02-01_71, to update seven signalized intersections along the 1.87 mile STH 23/Kohler Memorial Drive/Erie Avenue corridor from Taylor Drive to 9th Street; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.11 R. C. No. 241-18-19 by Public Works Committee to whom was referred Res. No. 168-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4291-00-01_71, to update nine signalized intersections along the 1.63 mile Taylor Drive corridor from Superior Avenue to Indiana Avenue; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.12 R. C. No. 242-18-19 by Public Works Committee to whom was referred Res. No. 170-18-19 by Alderpersons Wolf and Sorenson consenting to the construction of a new spectator deck at Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

3. REPORTS OF OFFICERS

3.1 R. O. No. 212-18-19 by City Clerk submitting a claim from Skogen's Festival Foods for recovery of alleged unlawful taxes for the personal property taxes assessed to Sheboyganfest, Inc. for the 2018 tax year. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 213-18-19 by City Clerk submitting a claim from Jacob Lingl for alleged damages to the mirror on his vehicle when it was struck by a snow plow. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 214-18-19 by City Clerk submitting a claim from Kailee Ridenour, on behalf of her minor child, for alleged injuries that occurred when she slipped on ice and fell on her child. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 215-18-19 by City Clerk submitting a claim from Ryan, LLC on behalf of their client, O'Reilly Automotive Stores, Inc., for alleged incorrect assessed value of their property for tax purposes. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.5 R. O. No. 216-18-19 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2018 and ending December 31, 2018. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 173-18-19 by Alderpersons Donohue and Sorenson authorizing the Purchasing Agent to issue a purchase order for the purchase of two new vehicles for the Sheboygan Fire Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 243-18-19 by Public Works Committee to whom was referred Res. No. 169-18-19 by

Alderspersons Wolf and Sorenson authorizing a transfer of appropriations in the 2019 Budget; recommends approving the Substitute Resolution. ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.2 R. C. No. 244-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 171-18-19 by Alderspersons Rindfleisch and Bohren authorizing entering into a letter agreement with Clifton Larson Allen, LLP for professional financial and accounting services beginning January 22, 2019; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.3 R. C. No. 245-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 37-18-19 by Alderspersons Rindfleisch, Bohren and Wolf re-establishing the salary schedule for certain designated elected officials; recommends approving the Substitute Ordinance. ACCEPT AND ADOPT AND PASS SUBSTITUTE ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE ORDINANCE

Motion by Ron Rindfleisch, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.4 R. C. No. 246-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 38-18-19 by Alderspersons Rindfleisch, Bohren and Wolf amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works Table of Organization; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Ron Rindfleisch, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.5 R. C. No. 247-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 39-18-19 by Alderspersons Rindfleisch, Bohren and Wolf amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Fire Department Table of Organization; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE.

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Ron Rindfleisch, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.6 R. C. No. 248-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 40-18-19 by Alderperson Wolf and Sorenson creating Section 66-15 of the Municipal Code entitled "Coal Tar Sealant Products" regulating the application and sale of coal tar sealant products; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

6. GENERAL ORDINANCE - No General Ordinances were introduced.

7. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

7.1 R. O. No. 217-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

8. ADJOURN MEETING

8.1 Motion to Adjourn

MOTION TO ADJOURN at 6:46 PM

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

Generated by City Clerk Meredith DeBruin on Tuesday, February 5, 2019

February 18, 2019

Resignation

Amanda Salazar from the Mead Public Library Board effective
February 13, 2019.

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Friday, February 8, 2019 4:43 PM
To: DeBruin, Meredith
Cc: Schwefel, Sarah
Subject: FW: Library Board - Amanda Salazar

Meredith,

Please place this resignation on the next City Council agenda.

Thank You,

Mike

Mike Vandersteen, Mayor
City of Sheboygan

From: Amanda Salazar [<mailto:asalazar@sheboygansquared.com>]
Sent: Friday, February 08, 2019 3:12 PM
To: Mayor Vandersteen
Subject: RE: Harbor Centre - Amanda Salazar

I would like to notify you that I am resigning from my position as the Executive Director for Harbor Centre BID effective Wednesday February 13th, this will include my appointment to the MEAD Public Library Board.

Thank you to the city in your partnership. The board of directors for the Harbor Centre have been truly wonderful to work for and with. I have genuinely enjoyed my time with the company, and I believe the experience has taught me much about how to run a thriving district.

Next month I will be taking a position as the Earned Revenue Manager of a local non-profit, but in the meantime, I will be working to help ease this transition. All question can be directed to Dave Gass, Board President and Paul Rudnick, board Vice President.

Best,
Amanda Salazar
e. asalazar@sheboygansquared.com
p. 920-980-9973
w. www.harborcentre.com

February 18, 2019

Resignation

Adam Cain from the Historic Preservation Commission effective
February 14, 2019.

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Friday, February 15, 2019 9:44 AM
To: DeBruin, Meredith
Subject: March 5, 2019 Historic Preservation Commission Meeting

Meredith.

Please place this resignation on the agenda for the next meeting of the City Council on February 18th.

Thanks you,

Mike

Mike Vandersteen, Mayor

City of Sheboygan

From: Adam Cain <adam@invibrantfocus.com>
Date: February 14, 2019 at 5:41:43 PM CST
To: "Pelishek, Chad" <Chad.Pelishek@sheboyganwi.gov>
Subject: Re: March 5, 2019 Historic Preservation Commission Meeting

Chad,

Thank you for the email; my apologies however I I do not believe I qualify to participate.

I moved out of Sheboygan and into rural Sheboygan County (W5505 County F, Waldo) which I believes disqualifies me to serve.

If I am mistaken please let me know.

Thank you.

Best,
Adam

II

R. O. No. 218 - 18 - 19. By CITY CLERK. February 18, 2019.

Submitting various license applications.

City Clerk

Commercial Operator (Renew) (12/31/2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3317	The Plymouth Landscape Co. LLC	W6397 Oak View Lane, Plymouth

Secondhand Dealer License (New) (12/31/2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3380	ecoATM, LLC	3711 S. Taylor Dr. (Walmart #1276)

TEMPORARY CLASS "B" LICENSE (12/31/2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Avenue - One day event to be held 03/02/2019 to include beer and wine.
3359	Mead Public Library Foundation	710 N. 8 th Street - One day event to be held 03/01/2019 in the Rocca Room on the 1 st floor at Mead Public Library.
2008	Theatre for Young Audiences	2425 S. 11 th Street - One day event to be held 02/22/2019 in the dining area of Acuity - 2800 S. Taylor Drive to include beer and wine.

Consent

II

Other Matters.

7.2

R. O. No. 181. - 18 - 19. By CITY CLERK. November 19, 2018.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5457	Batt, Hollie L.	N4117 Van Treeck Trail, Sheboygan Falls
2500	Bergin, Dustin J.	1814 S. 14 th Street
2504	Champeau, Kayla A.	1605 N. 17 th Street
1271	Farmer, Brandon L.	W3718 South Drive, Plymouth
2503	Freeman, James E.	615 Clara Avenue #3
2502	Lindsay, John F.	1615A Spruce Court
2507	Mackey, Shannon M.	124 Lighthouse Court
2509	Muench, Kelly A.	1619 Illinois Avenue
2505	Quasius, Laura M.	4316 Lakeshore Road
2499	Reyes, Ismael M.	1724 S. 21 st Street
9421	Rowe, Cole M.	1643A N. 3 rd Street
9829	Schroeder, Kathleen A.	2209 N. 11 th Street
2501	Sodari, Karna B.	916 Mulberry Lane, Kohler
7996	Thorn, Erin B.	2513 Wedemeyer Street
2498	Vallejo, Maria V.	617 Huron Avenue
1921	Watts, Kennedi K.	3515 N. 10 th Street Apt. 821
2496	Wondra, Erica J.	2128 S. 12 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1132	Mitchell, Daniel H.	909 Ontario Avenue Apt. D15

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1509	Gordon, Jody L.	741 Acacia, Sheboygan Falls
014	Waraich, Jesse S.	N6233 Woodland Road

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3023	Yellow Cab of Sheboygan, LLC	2917 N. 15 th Street

AKPS 11-28-19 Hold # 9829 Hold # 1921 12-12 Hold # 1921 Deny # 19829 2-13-19 Grant # 1921

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3305	Applied Reflexology	604 Erie Avenue
3308	Aurelia Massage Therapy LLC	4027 S. Business Drive
2727	Bonjour Massage	1327 N. 8 th Street
2586	In Balance Therapeutics, LLC	832 N. 6 th Street
2868	Intouch	1427 N. 4 th Street
3300	Soli Muscular Therapy LLC	604 Michigan Avenue

III

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 18, 2019.

Your Committee to whom was referred R. O. No. 216-18-19 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2018 and ending December 31, 2018; recommends filing the document.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 18, 2019.

Your Committee to whom was referred R. O. No. 217-18-19 by City Clerk submitting various license applications; recommends granting the following licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2588	Barber, Mylee L.	2636 W. Riverdale Avenue
2581	Bayer, Devin J.	1432 S. 14 th Street
2580	Campbell, Jennifer A.	1504 Illinois Avenue
2582	Holsworth, Emily L.	W4185 Main Road, Plymouth
2590	Jawson, Arielle L.	1715 Norma Court
2587	Sebald, Kelly L.	1721 Ashland Avenue #105
2589	Verbanac, Paige R.	530 S. 13 th Street
7260	Wagner, Jon F.	1317A N. 29 th Street
2583	Wiesner, Marie J.	3919 Mendocino Lane #206

Massage Establishment (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3303	Mustard Seed Hair Co.	2209 S. Memorial Place

Consent.

 _____ Committee

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

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

II

Other Matters

7.1

R. O. No. 217 - 18 - 19. By CITY CLERK. February 4, 2019.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2588	Barber, Mylee L.	2636 W. Riverdale Avenue
2581	Bayer, Devin J.	1432 S. 14 th Street
2580	Campbell, Jennifer A.	1504 Illinois Avenue
2582	Holsworth, Emily L.	W4185 Main Road, Plymouth
2590	Jawson, Arielle L.	1715 Norma Court
2587	Sebald, Kelly L.	1721 Ashland Avenue #105
2589	Verbanac, Paige R.	530 S. 13 th Street
7260	Wagner, Jon F.	1317A N. 29 th Street
2583	Wiesner, Marie J.	3919 Mendocino Lane #206

Massage Establishment (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3303	Mustard Seed Hair Co.	2209 S. Memorial Place

*SHS
grant all*

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. February 18, 2019.

Your Committee to whom was referred Res. No. 159-18-19 by Alderpersons Wolf and Sorenson authorizing the Director of Public Works to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third order of St. Francis regarding the Prevea St. Nicholas Medical Office Building project; recommends approving the Resolution.

Consent.

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III


4.3

Res. No. 159 - 18 - 19. By Alderpersons Wolf and Sorenson.
January 7, 2019.

A RESOLUTION authorizing the Director of Public Works to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis regarding the Prevea St. Nicholas Medical Office Building project.

RESOLVED: That the Director of Public Works is hereby authorized to execute the Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis, a copy of which is attached hereto.

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

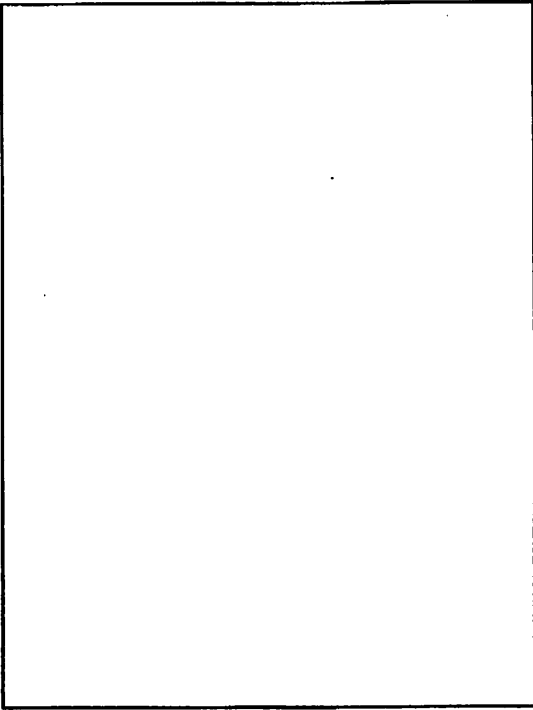
**STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

This Stormwater Facilities Maintenance Agreement is made by and between the City of Sheboygan, Wisconsin ("City"), and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis ("Owner"). 3100 Superior Avenue.

RECITALS

The upkeep and maintenance of stormwater facilities is essential to the protection of water resources in the City of Sheboygan. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the City of Sheboygan "Post-Construction Stormwater Management Zoning Ordinance," being Appendix E to the Sheboygan Municipal Code.

[Legal Description]



Parcel Ident. No.

Owner has designed and installed or caused to be designed and installed certain structural and/or non-structural stormwater management measures in accordance with the approved stormwater management plan and permit on the property described above. In order to further the goals of the City to ensure the protection and enhancement of Sheboygan's water resources, and in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby enter into this maintenance agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement or cause to be implemented the stormwater facility maintenance program included herein as Attachment "A".
- (2) Maintain a record (in the form of a log book) of steps taken to implement the program referenced in (1) above. The log book shall be available for inspection by City staff at Owner's business during normal business hours, or at an alternate location approved by City staff. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended. Maintenance items listed in Attachment "A" shall be inspected on a monthly or more frequent basis as necessary. Owner is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (3) Maintain the approved stormwater management practices in accordance with the schedule referenced in (1) and (2).

- (4) Provide the City with the name, address and telephone number of the business, the person or the firm responsible for plan implementation, if other than the Owner.
- (5) Permit authorized representatives of the City access to the property described above to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with this Agreement.
- (6) Permit authorized representatives of the City to perform corrective actions if the Owner does not make or cause to make required corrections within a specified time period and enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to state statutes, if payment is not made within thirty (30) days of submittal of invoice to Owner for City performed corrective actions.
- (7) Prevent any unauthorized modifications to the approved stormwater management practices and prevent them from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions shall be approved of by the City. Modifications to the approved stormwater management practices must be approved in advance by the City.

THE CITY OF SHEBOYGAN SHALL:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit, at no charge to Owner.
- (2) Maintain public records of the results of site inspections, inform the Owner or other designated responsible party of the inspection results, and specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
- (3) Review this agreement with Owner and modify it as necessary at least once every three (3) years.

REMEDIES:

- (1) If the City determines that maintenance or repair work is required to be done to the stormwater facility existing on the Owner property, the Director of the Department of Public Works, or his/her designee, shall give the Owner, and/or the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Director or designee shall set a reasonable time in which such work is to be completed. If the above required maintenance and/or repair is not completed within the time set by the Director, or his/her designee, written notice will be sent to the persons who were given notice stating the City's intention to perform such maintenance and bill the Owner for all incurred expenses.
- (2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the Director, or his/her designee, may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances.
- (3) The Owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (4) The persons listed in Remedies (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30

days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.

- (5) The Owner hereby grants to the City a lien against the above-described property in an amount equal to the cost incurred by the City to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

Dated at Sheboygan, Wisconsin, this ___ day of _____, ____.

Owner

Owner

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

On this ___ day of _____, _____, before me personally appeared _____ and _____, to me known to be the persons described, and who executed the foregoing Agreement and acknowledged before me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public, Sheboygan County, WI
My commission (expires)(is) _____

Dated at Sheboygan, Wisconsin, this ___ day of _____, ____.

CITY OF SHEBOYGAN

Authorized Agent for the City of Sheboygan

This document consists of four (4) typewritten pages, including the following attestation page.

STATE OF WISCONSIN)
) ss

COUNTY OF SHEBOYGAN)

On this ___ day of _____, _____, before me personally appeared _____ , Authorized Agent of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Agent of said corporation, and acknowledged that he/she executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, Sheboygan County, WI
My commission (expires)(is) _____

APPROVED AS TO FORM:

City Attorney
City of Sheboygan, WI

ATTACHMENT A

OPERATION AND MAINTENANCE

A logbook shall be kept on-site to record all inspection and maintenance activities to be performed on the facilities. Below is a general description of the required maintenance activities and attached is a detailed checklist that describes the various inspection and maintenance activities to be performed.

General

1. A logbook shall be kept for the site that includes all inspection and maintenance activities to be recorded.
2. An annual inspection and evaluation of the BMPs and drainage facilities shall be performed by the owner or contracted representative.
3. A minimum of once per year, a representative of the owner shall perform a visual inspection of the BMPs during a runoff event. Observations of storm water color entering and exiting the BMPs, odors, turbidity, and any other indicators of storm water impact shall be noted in the logbook.
4. Owner shall ensure that vegetation planted within the swale and pond embankments are maintained and established at all times. Vegetation shall be replaced on an as-needed basis. Vegetation shall exist to no less than 90 percent of ground cover.
5. Regular maintenance shall also include annual inspection of all storm sewer systems including the piping system, manholes, and inlets. The inlet sumps shall be cleaned when sediment has accumulated within six inches of the pipe flow line. The piping system shall be cleaned, as necessary, to remove any accumulated sediments. The system shall be observed to ensure water is flowing and appears to be unobstructed.
6. When sediment in the wet detention pond has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized.

**Storm Water Management Plan, Maintenance, and Management Inspection
Checklist
Prevea St. Nicholas Medical Office Building**

Date: _____

Time: _____

Inspector: _____

Maintenance Item	Satisfactory / Unsatisfactory	Comments
1. Wet Detention Pond	(Monthly, After Major Storms)	
A. Pond		
1. Bank erosion		
2. Debris / trash accumulation		
3. Sediment accumulation		
B. Embankment		
1. Erosion or Slides		
2. Trees / brush growing on slopes		
3. Animal burrows		
4. Poor Grass Cover		
5. Crest settlement		
6. Excessive or cloudy seepage on downstream slope		
C. Inlet		
1. Debris in conveyance area		
2. Erosion or undercutting		
3. Inadequate riprap		
D. Outfall		
1. Obstructions or debris		
2. Excessive Siltation		
E. Downstream Area		
1. Erosion		
2. Debris / obstructions		

VIII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 18, 2019.

Your Committee to whom was referred Res. No. 173-18-19 by Alderpersons Donohue and Sorenson authorizing the Purchasing Agent to issue a purchase order for the purchase of two new vehicles for the Sheboygan Fire Department; recommends approving the Resolution.

Consent.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

4.1

Res. No. 173 18 - 19. By Alderpersons Donohue and Sorenson.
February 4, 2019.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of two new vehicles for the Sheboygan Fire Department.

WHEREAS, there is funding in the 2019 Capital Improvements Budget for the purchase of, among other things, two vehicles for the Sheboygan Fire Department: (1) a full size four-wheel drive pickup truck with plow and lift gate and (2) a seven-passenger extended length minivan (collectively, the "Vehicles"); and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and

WHEREAS, once the Vehicles have been received, the vehicles that are being replaced will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Automotive Group of Oconomowoc, Wisconsin for the purchase of: (1) a 2019 model Ford F-250 4WD Pickup with Plow and Lift gate and (2) a 2019 model Dodge Grand Caravan.

BE IT FURTHER RESOLVED: That the Council understands that these Purchase Orders will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M19-2019VEHICS-04), a copy of which is available at vendornet.wi.gov.

JWS
approve

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$68,030, which includes license and title fees, from the 2019 Capital Improvement Fund - Vehicles Account No. 47822100-641100 for the purchase of the Vehicles and their associated license and title fees.

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

R. O. No. _____ - 18 - 19. By CITY CLERK. February 18, 2019.

Submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle.

*Finance
Personnel*

CITY CLERK

28-18
MKC 2-4-19FEB 4 '19 AM 11:28
PROGRESSIVE

Payment Address	Document Address
24344 Network Place	P.O. Box 512929
Chicago, IL 60673-1243	Los Angeles, Ca 90051
	Phone: (877)818-0139
	Fax: (888) 781-6947

1/24/2019 3:32:00 PM

Certified Mail 91 7199 9991 7039 2592 9059 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVE
SHEBOYGAN, WI 53081

Your Client: FRITSCH, CHASE
Your Claim Number:N/A
Our Insured:BARTHEL, PHYLLIS
Our Claim Number:18-4076332
Amount Subject to Reimbursement:1,900.88
Amount of Insured's Deductible: 250.00

IN ADDITION, THERE IS OUT OF POCKET RENTAL
FOR \$21.00. PLEASE REIMBURSE OUR INSURED DIRECTLY

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN

Date and Time of Loss:10-22-18 AT 8:58 AM

Description of Loss: Our named insured's 2015 Volkswagen Passat was stopped in the left turn lane on South Business Dr., when a City of Sheboygan 2005 Dodge Ram 2500, plate number 68252, was traveling in the right lane on South Business Dr. and the trailer of the vehicle struck and damaged our insured's vehicle while passing. The driver, Chase Fritsch, is the proximate cause of this accident due to failure to maintain control of vehicle.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "BARTHEL, PHYLLIS", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.



Christopher Woolfolk
Subrogation Representative
Artisan and Truckers Casualty Company
Tel. 440-910-5505
Fax. 888-781-6947
Christopher_woolfolk@progressive.com

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number: 776372410	Total Amount: \$936.67
EFT Trace Number: 713352966	Invoice Number: 54344645
Pay to the Order of: JOE VAN HORN CHEVEROLET INC	
Mailing Address: 3008 EASTERN AVE	
PO BOX 238	
PLYMOUTH, WI 53073 USA	
In Payment Of: Progressive Invoice Number: 54344645	

Reviewed Summary

Issuing Rep: A091592	Approved By:
Issue Date: 01-03-19	Review Date:
Last Updated Rep: A091592	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 01-04-19
Stop Date:	

Exposure Detail: COLL

Party Name: BARTHEL, PHYLLIS T	Amount Paid: \$936.67
Property Description: 15 VOLKSWAGEN PASSAT	Deductible Taken: \$250.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number: 776374477	Total Amount: \$714.21
EFT Trace Number:	Invoice Number: 54434014
Pay to the Order of: ENTERPRISE RENT A CAR CO	
Mailing Address: ENTERPRISE RENT-A-CAR	
	3060 S BUSINESS DR
	SHEBOYGAN, WI 53081- USA
In Payment Of: Progressive Invoice Number: 54434014	

Reviewed Summary

Issuing Rep: A094109	Approved By:
Issue Date:	Review Date:
Last Updated Rep: A094109	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: No
Stop Date:	

Exposure Detail: RENTAL

Party Name: BARTHEL, PHYLLIS T	Amount Paid: \$714.21
Property Description: 15 VOLKSWAGEN PASSAT	Deductible Taken: \$0.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$714.21



Rental Company: ENTERPRISE RENT-A-CAR
Invoice: D071042-4481
Alternate Invoice Number: 4C4CWW

Bill To: PRO4443
 PROGRESSIVE
 ATTN: KYLE HEMPHILL
 5202 Eastpark Blvd
 MADISON, WI 53178

RENTAL DETAIL:

Rental Period: 12/17/18 to 1/3/19 (18 days)
Billed Period: 12/17/18 to 1/3/19 (18 days)

RENTER INFORMATION:
 Renter: BARTHEL, PHYLLIS

Products and Services	Rate	Amount
18 TIME & DISTANCE	37.00	\$666.00
1 DW	19.99	\$19.99
1 REFUELING CHARGE	0.00	\$0.00
18 YOUNG RENTER FEE	0.00	\$0.00
1 MISCELLANEOUS REFUND	(0.09)	(\$0.09)
Taxes and Surcharges		
18 TITLE AND REGISTRATION FEES	0.61	\$10.98
1 SALES TAX	5.50%	\$38.33
Total Charges:		\$735.21
Less Amount Received:		\$21.00
Total Amount Due:		\$714.21

RENTAL INFORMATION:
Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4481)
 3060 S BUSINESS DR
 SHEBOYGAN, WI 530816521
 (920) 458-1414

ADDITIONAL CLAIM INFORMATION:
 Claim Number :18-4076332
 Claim Type: Insured
 Vehicle Condition: Driveable
 Date Of Loss:
 Insured Name:
 Owner's Vehicle: 2015 VOLKSWAGEN
 Additional Driver:

Repair Facility:
 VAN HORN B/S PLYMOUTH
 PLYMOUTH, WI 53073
 (920) 892-5557

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
12/17/18 11:25 AM	2019	DODG	GCAR	2C4RDGCG2KR510694	13813	13840	27	\$37.00
12/18/18 9:30 AM	2018	FORD	FUSH	3FA6P0LU2JR207095	23000	23150	150	\$37.00

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$735.21
Less Amount Received: \$21.00
Total Amount Due..... **\$714.21**

Please include on your check:
 Invoice: D071042-4481

Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

Artisan and Truckers Casualty Co

Damage Assessed By: JON SALTE

Appraised For: JAMES TINDELL
 (262) 328-4164

Classification:

Type of Loss: Auto
 Date of Loss: 10/22/2018
 Deductible: 250.00
 Claim Number: 18-4076332-01

Insured: PHYLLIS BARTHEL
 Owner: PHYLLIS BARTHEL
 Address: 495 SUNSET MAPLE, SHEBOYGAN FALLS, WI 53085
 Telephone: Home Phone: (920) 467-9091

Contact Phone: (262) 960-8883

Mitchell Service: 911103

Description: 2015 Volkswagen Passat SEL Premium

Body Style: 4D Sed
 VIN: 1VWCV7A36FC026610

Drive Train: 2.0L Turbo Inj 4 Cyl Dsl 6A FWD

Mileage: 20,229

OEM/ALT: A

Search Code: NORTHEAST1

Color: GRAY

Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 LEATHER SEAT, POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
 PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
 ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT
 ANTI-THEFT SYSTEM, NAVIGATION SYSTEM, AUXILIARY INPUT
 BLUETOOTH WIRELESS CONNECTIVITY, HARD DRIVE, HD RADIO, LEATHER STEERING WHEEL
 SATELLITE RADIO, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, SUNROOF/MOONROOF
 GENUINE WOOD TRIM, AUTO AIR CONDITION, TRIP COMPUTER, FIRST ROW BUCKET SEAT
 TELEMATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
 ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS, FRONT HEATED SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Lamps</u>							
1	101147	BDY	CHECK/ADJUST	Headlamps			0.4
2	101150	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.6 #
3		BDY	REMOVE/INSTALL	Grille Assy			0.3
<u>Front Fender</u>							
4	101290	BDY	REPAIR	R Fender Panel	Existing		2.0* #
5		REF	REFINISH	R Fender Outside			C 2.0
6	102279	BDY	REMOVE/INSTALL	R Fender Liner	Existing		0.4 r
<u>Windshield</u>							
7	100057	GLS	REPAIR	W/Shield Glass	Existing		0.3* #
8				rope			
<u>Cowl & Dash</u>							
9	103768	BDY	REMOVE/INSTALL	R Cowl/Dash Seal	Existing		0.1 #r
<u>Front Door</u>							
10	102384	BDY	REMOVE/REPLACE	R Frt Door Mirror Housing	Recycled	220.00	0.6 #
11		BDY	REMOVE/INSTALL	R Frt Door Trim Panel			0.6
12				Price Includes Markup			
13	102359	BDY	REMOVE/REPLACE	R Frt Door Mirror Glass	Recycled		INC* INC #
14	102363	BDY	REMOVE/REPLACE	R Frt Door Mirror Cover	Recycled		INC* INC #
15		REF	REFINISH	R Frt Mirror Cover			C 0.5

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01

Mitchell Data Version: OEM: OCT_18_V1207

MAPP:OCT_18_V1209 Copyright (C) 1994 - 2018 Mitchell International

Software Version: 7.1.232

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Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

				<u>Side Body</u>			
16	100534	REF	REFINISH	R Hinge Pillar			C 1.0
17	101764	BDY	REPAIR	R Side Body Panel Assembly	-S	Existing	2.0*#
				<u>Additional Operations</u>			
18		REF	ADD'L OPR	Clear Coat			1.1
				<u>Additional Costs & Materials</u>			
19			ADD'L COST	Paint/Materials			186.20 *
20			ADD'L COST	Hazardous Waste Disposal			3.00 *
				<u>Special/Manual Entry</u>			
21	900500	REF *	REFINISH/REPAIR	COVER CAR FOR OVERSPRAY		Sublet	8.00 * 0.0*
22	900500	REF *	REFINISH/REPAIR	CORROSION PROTECTION		Sublet	0.00 * 0.3*

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

Recycler Information Section:

LKQ Smart Parts
 N4079 Highway E
 Hustisford WI 53034
 800-349-5850 option 2;

10 2012 Side View Mirror VNA 220.00
 Part Number: ~180385718 / RECY
 Description:LKQ Quote #: 292626796 Desc: Side View Mirror POWER; W/O MEMORY; R. Stock Number: \$EH765-319 Cond: A Year:

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

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

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	7.0	58.00	0.00	0.00	406.00 T	Taxable Parts	220.00
Refinish	4.9	58.00	0.00	8.00	292.20 T	Sales Tax @ 5.500%	12.10
Glass	0.3	58.00	0.00	0.00	17.40 T	Total Replacement Parts Amount	232.10
		Taxable Labor			715.60		
		Labor Tax @ 5.500 %			39.36		
Labor Summary	12.2				754.96		
III. Additional Costs					Amount	IV. Adjustments	Amount
Taxable Costs					189.20	Insurance Deductible	250.00-
Sales Tax @ 5.500%					10.41	Customer Responsibility	250.00-
Total Additional Costs					199.61		
Paint Material Method: Rates Init Rate = 38.00							
						I. Total Labor:	754.96
						II. Total Replacement Parts:	232.10
						III. Total Additional Costs:	199.61
						Gross Total:	1,186.67
						IV. Total Adjustments:	250.00-
						Net Total:	936.67

Point(s) of Impact
 2 Right Front Side (P)

Insurance Co: PROGRESSIVE

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01

Mitchell Data Version: OEM: OCT_18_V1207

MAPP:OCT_18_V1209 Copyright (C) 1994 - 2018 Mitchell International

Software Version: 7.1.232

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Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

Inspection Site: Van Horn Collision Center (NW)
 Address: 3008 Eastern Avenue
 (NW-TINDELL)
 Plymouth, WI 53073
 (920) 893-6361
 Inspection Date: 12/18/2018

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

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

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

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

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

Lifetime guarantee for sheet metal and plastic body parts

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

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

Part Type Terms and Abbreviations

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

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

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01

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Page 4 of 5

Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

manufacturer replacement part.

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

Recycled: This refers to a used OEM part.

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

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

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

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

Shop Signature: _____ Est. completion Date: _____

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

Event Log

File Created:	12/18/2018 07:49:04 AM
Estimate Started:	12/18/2018 01:02:48 PM
Estimate Printed:	12/18/2018 01:12:15 PM
Estimate Committed:	12/18/2018 01:19:39 PM
Estimate Uploaded:	12/18/2018 01:20:11 PM

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01

Mitchell Data Version: OEM: OCT_18_V1207

Software Version: MAPP:OCT_18_V1209 Copyright (C) 1994 - 2018 Mitchell International
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Page 5 of 5

PK2011

POLICE # C18-21473

ACCIDENT #

<input type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number G7L09KMM3C		Document Override Number		
Agency Accident Number					Police Number C18-21473					
4 - Accident Date 10/22/2018			5 - Time of Accident (Military Time) 0858		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0	
2 - County SHEBOYGAN - 59			3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location INTERSECTION			
14 - On Hwy No.		14 - On Street Name S 14TH ST			14 - Bus/Frnt/Rmp		15 - Est. Dist	Ft/Mi	15 - Hwy. Dir	
16 - Fr/At Hwy No.		16 - From/At Street Name BROADWAY			16 - Business/Frontage/Ramp					
17 - Structure Type		17 - Structure Number		12 - Latitude 43.735796618330			13 - Longitude -87.72299890253			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT					93 - Manner of Collision SIDESWIPE. SAME DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1				
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER										
117 - Relation To Roadway ON-ROADWAY										
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLEAR				
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed		
<input type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone			<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements			103 <input type="checkbox"/> Measurements Taken			79 - E M S Number		

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel SOUTH		24 - Speed Limit 30	
36 - Operating as Classified D		37 - Endorsements			35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number F6321109224601			30 - State WI	31 - Expiration Year 2019		34 - On Duty Accident F		
25 - Operator/Pedestrian Last Name FRITSCH				25 - First Name CHASE		25 - Middle Initial JAMES	25 - Suffix	
32 - Date Of Birth 07/06/1992		33 - Sex M						
26 - Address Street & Number 2210 PLEASANT AVE						26 - PO Box		
27 - City NEW HOLSTEIN			27 - State WI	27 - Zip Code 53061		28 - Telephone Number 920-286-3338		
39 - Seat Position FRONT-SEAT-LEFT				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED				
38 - Injury Severity N - NO APPARENT INJURY			41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action				
119 - What Driver Was Doing GOING-STRAIGHT			120 - Traffic Control TRAFFIC-SIGNAL-OPERATING			62 - No. of Citations Issued 0		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE								
88 - Driver or Pedestrian Cond APPEARED NORMAL				89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT				
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01

PK2011

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK	Vehicle Type PICKUP/UTILITY-TRUCK				22 - Total Occupants 1
	56 - License Plate Number 68252	57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3D7KS26D05G800038	
	50 - Year 2005	51 - Make DODG	52 - Model RAM 2500 S	53 - Body Style PK	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage NO DAMAGE					
	95 - Extent Of Damage NONE	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY				
	47 - Address Street & Number 828 CENTER AVE			47 - PO Box	
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-459-3327	

Insurance

INS 01	63 - Liability Insurance Company CITY OF SHEBOYGAN	60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name	61 - Policy Holder First Name
	61 - Policy Holder Company SHEBOYGAN CITY	

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel SOUTH	24 - Speed Limit 30
36 - Operating as Classified D	37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number B6346783559500	30 - State WI	31 - Expiration Year 2026	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name BARTHEL		25 - First Name PHYLLIS	25 - Middle Initial T	25 - Suffix
32 - Date Of Birth 03/15/1935	33 - Sex F			
26 - Address Street & Number 495 SUNSET MAPLE			26 - PO Box	

**Wisconsin Motor Vehicle
Accident Report** MV4000e 01/2005

G7L09KMM3C

PK2011

OPERATOR/PEDESTRIAN 02	27 - City SHEBOYGAN FALLS		27 - State WI	27 - Zip Code 53085	28 - Telephone Number 920-467-9091	
	39 - Seat Position FRONT-SEAT-LEFT			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED	
	44 <input type="checkbox"/> Medical Transport					
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing MAKING-LEFT-TURN			120 - Traffic Control TRAFFIC-SIGNAL-OPERATING		62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
91 - Drugs Reported						
124 - Highway Factors						

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
	56 - License Plate Number WKN0M0R		57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1VWCV7A36FC026610
	50 - Year 2015	51 - Make VOLK	52 - Model PASSAT SEL	53 - Body Style 4D	54 - Color GRY	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage FRONT PASSENGER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
123 - Vehicle Factors NOT-APPLICABLE						

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name BARTHEL		46 - First Name PHYLLIS		46 - Middle Initial T	46 - Suffix
	46 - Company Name					
	47 - Address Street & Number 495 SUNSET MAPLE				47 - PO Box	
	48 - City SHEBOYGAN FALLS		48 - State WI	48 - Zip Code 53085		49 - Telephone Number 920-467-9091

Insurance

INS 02	63 - Liability Insurance Company PROGRESSIVE CASUALTY INS CO				60 <input checked="" type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name BARTHEL			61 - Policy Holder First Name PHYLLIS		
	61 - Policy Holder Company					

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT 2 WAS SOUTHBOUND ON SOUTH BUSINESS DRIVE STOPPED IN THE LEFT TURN LANE ANTICIPATING A TURN ONTO BROADWAY AVE. UNIT 1 WAS TRAVELING SOUTHBOUND ON SOUTH BUSINESS DRIVE IN THE LANE NEXT TO UNIT 2 TOWING A TRAILER. UNIT 1 TRAVELED SOUTHBOUND ON SOUTH BUSINESS DRIVE, WHEN THE DRIVER SIDE REAR OF THE TRAILER STRUCK THE PASSENGER SIDE MIRROR OF UNIT 2. MINOR DAMAGE TO BOTH UNIT 1 AND UNIT 2. NO INJURIES REPORTED. 461</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name KEGLER	125 - First Name JEREMY	125 - Middle Initial M	131 - Officer ID 461
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 10/22/2018	133 - Time Notified (Military Time) 0903	134 - Time Arrived (Military Time) 0907	135 - Date Of Report 10/22/2018
	Agency Accident Number	Police Number C18-21473	19 - Special Study	
	18 - Agency Space C11			



II

R. O. No. - 18 - 19. By CITY ADMINISTRATOR. February 18, 2019.

Submitting the City of Sheboygan 2019 Long Term Financial Plan to the
Common Council.

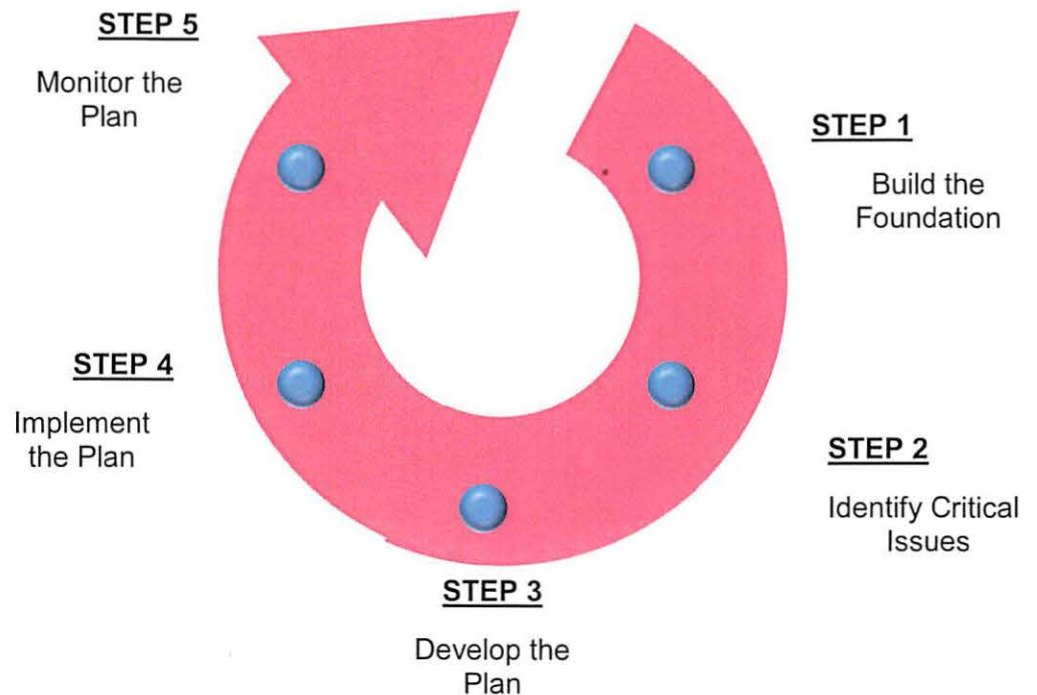
Finance +
Personnel

City Administrator

LONG TERM FINANCIAL PLAN

The LTFP is a financial strategic plan

The City of Sheboygan, at the Common Council direction, annually prepares a comprehensive Long Term Financial Plan (LTFP), consistent with the City's Strategic Plan focus area of Governing and Fiscal Management. The LTFP is intended to serve as a tool, providing Common Council and the public with the insight required to address issues impacting the city's financial condition.



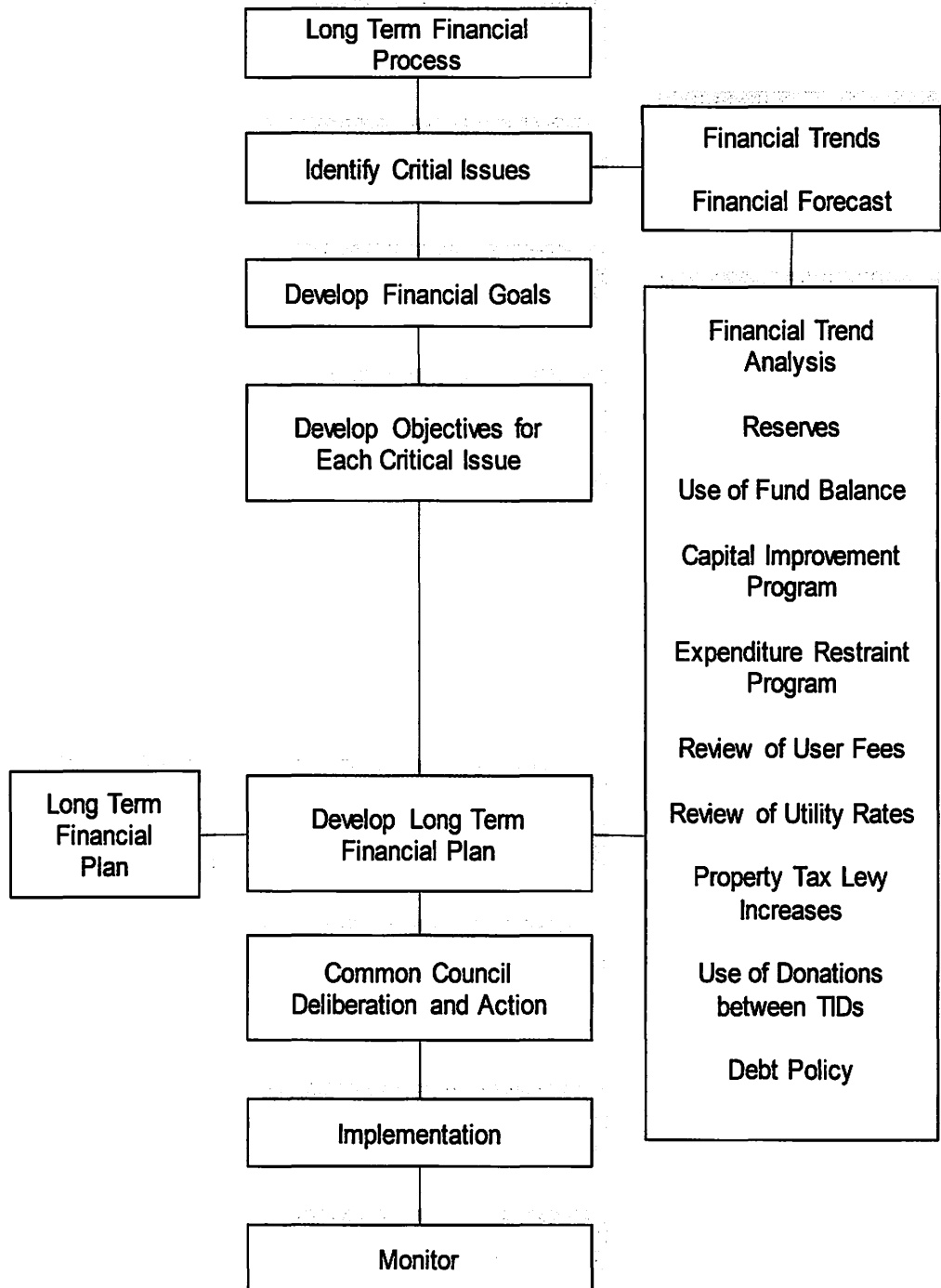
Long Term Financial Plan Process

The Long Term Financial Plan process

The city's LTFP begins by identifying several critical areas which have, or are expected to have, an impact on the financial condition of the city over the next five years. Once the critical issues are identified, specific goals and objectives are developed for each project designed to meet the overall goal of the project.

To provide a clear and concise Long Term Financial Plan, identifying the city's current and projected financial condition, and proposing specific alternatives to address identified problems.

The chart below graphically describes the process that went into developing the city's LTFP. This project was conducted largely by city management team.



The Management Team is responsible for keeping the projects on track and on schedule. The Team also identifies when their goals and objections are met. The key message expressed to the Management Team is that the LTFP has to be clear and concise while providing very specific and practical recommendations that addressed the issue at hand.

The LTFP is presented in detail to the Common Council. The Finance and Personnel Committee will review the initial proposal in February, 2019. Following is the schedule that will be followed by the Common Council as they develop or update an action plan that the city will implement as a part of the upcoming budget process:

Schedule

February or March: LTFP provided to the Finance and Personnel Committee.

March or April: Public input and Common Council adoption

The LTFP represents elements of the City's fiscal policy.

The LTFP for the City of Sheboygan represents the ongoing commitment to implement its Strategic Plan focus area of Governing and Fiscal Management. LTFP have been incorporated on an annual basis into the development, deliberation and approval of the Annual Program Budget. The plan is intended to be a well thought-out analysis of the issues that may affect the finances of the City of Sheboygan.

Trends & Forecast are the foundation of the LTFP

The LTFP uses financial trends and forecasts to identify future financial challenges and opportunities, and then identifies strategies to secure financial sustainability within these same challenges and opportunities. The trends and forecast must identify how, from a financial perspective, the city will provide a consistent level of public services and also addresses special issues of concern to the community.

Financial Sustainability

Financial sustainability extends beyond the ability to raise sufficient revenue to meet expenditures by ensuring that the level and types of service expected from the community can be delivered while assessing and managing associated risk at acceptable levels of sources of revenue.

The goal is to ensure financial sustainability through flexibility, efficiency, sufficiency, integration and credibility.

Flexibility: ability to effectively respond to changing circumstances. The capacity to be able to respond to significant atypical conditions or events needs to be considered as part of this goal.

Efficiency: using public funds to provide the highest level of needed services possible within the funding available. There are two components of this goal: strive to use the least resources to provide a given level of service and to target resources at those services most valued by citizens and only providing services that provide sufficient value to justify the costs.

Funding sufficiency: having sufficient resources to support the delivery of services. This goal not only refers to the amount of funding but also to the consistency in funding level changes relative to changes in expenditures and the diversity of funding sources.

Integration: ensuring that the financial constraints under which the city operates are fully considered when engaged in policy-making and decision-making.

Credibility: achieving financial performance in a way that maintains public confidence in the city's ability to provide services and infrastructure at expected levels. Financial decisions should be consistent with the overall goal of financial sustainability. Services must be valuable to citizens and the benefits provided must be perceived that the services are in proportion to the taxes and fees paid.

Financial Strategies

Financial strategies have been identified to contribute to the five financial goals.

Ensure adequate funding: obtain adequate funding from multiple sources for requirements related to day-to-day operating commitments, capital equipment life cycle and infrastructure needs, as well as managing growth and development. This would encompass a balanced approach between understanding the timing and nature of operating expenditures to ensure they are matched with reliable and stable funding sources and capital funding related to infrastructure needs and maintaining capital assets. This strategy includes identifying costs and maintaining or increasing funding from existing and new revenue sources.

Achieving diverse sources of funding: identify actions related to alternative and innovative funding sources that will help the city respond to the pressures of growth and redevelopment and reduce the reliance on property taxes. Property taxes, user fees and intergovernmental revenue are the traditional inelastic revenue sources used to meet

expenditure requirements that are continually under upward pressure which can place stress on the city's financial position.

Managing expenditures: containing costs in order to limit pressure on revenue requirements maintain market competitiveness and/or reserve capacity to maintain service levels. This can be accomplished by increasing efficiencies in service delivery, setting spending priorities to ensure the most important areas are funded, and positioning the city as an efficient provider of services and infrastructure.

Providing for contingencies: prepare the city to manage risk and to be resilient when dealing with unforeseen circumstances while limiting the impact on services. This can be accomplished by monitoring economic and operational factors and forecasts in order to be able to respond to changing circumstances and ensuring that the city has access to enough funds to meet unforeseen urgent needs and manage risk appropriately.

Using debt strategically: providing capital funding flexibility by allowing infrastructure to be built and used before sufficient revenue has accumulated to offset needed investment. This can be accomplished by managing the level of debt and strategically making essential assets available as well as examining a wider range of debt financing instruments.

Operating with foresight: taking into account the current and future impacts of decisions on services and infrastructure. This includes maintaining or extending existing practices regarding a long-term approach in decision making.

Maintaining sufficient cash flow: allowing the city to pay the costs of supplying services and infrastructure throughout the year to match expenditure requirements, including debt service.

Promoting and enabling integration of priorities and resources: identifying and encouraging awareness of the financial implications of policy making and decision making on the city's financial position. This can be accomplished by linking needs and actions to resources, responsibilities and timeliness among stakeholders, promoting greater efficiency by reducing duplication of effort or working at cross purposes and managing growth and development.

***Input from Multi-Year
City Plans***

Common Council-approved multi-year Capital Improvements Program is included in the Long Term Financial Plan as it will impact the finances of the city over the next five years.

***State of Wisconsin
restrictions on local
governments***

From a fiscal perspective, the city's financial picture is positive. The General Fund's fund balance exceeds the city's policy of a minimum 25 percent of expenditures, largely due to significant expenditure savings experienced over the last few years.

Due to the Common Council's 2018 decision to utilize \$5.5 million of General Fund uncommitted fund balance to reduce the amount of borrowed funds for the \$10.5 million City Hall Renovation Project, the percent of uncommitted fund balance will decrease from 60 percent to 40 percent of expenditures.

Overall, the City is in excellent financial shape and should be able to accommodate the expenditure growth that is anticipated over the next ten years.

External factors imposed by the State of Wisconsin have played a key role in shaping the city's financial picture. These factors include restrictions on property tax levy increases and restrictions on new or increase in existing user fees without corresponding reductions in property tax level.

Several city funds are tied directly to development and consequently, are expanding. The active Tax Incremental Districts all have a positive financial outlook, as the increment is sufficient to meet obligations, or serve to donate funds to other districts. The city also has capacity to develop additional tax incremental districts within the 12 percent capacity limit established by the WI Department of Revenue.

The LTFP provides a framework from which the Common Council and Staff can frame future financial decisions.

As outlined in the 2019 Annual Program Budget the recommendations from the city's multi-year plans are included in the LTFP as they impact the finances of the city. All of the plans were utilized in LTFP analysis of the General Fund, tax levy and TID's. The fiscal related issues include:

- *Financial Trend Analysis* - All operating position and debt indicators were favorable.
- *Reserves* - The General Fund target is maintaining a minimum of 25 percent uncommitted fund balance. The LTFP indicates that a 25 percent uncommitted fund balance is attainable through the ten year period.
- *Use of Fund Balance as a revenue source* – The city policy restricts the amount of undesignated fund balance for the General Fund that is applied to the budget for the

ensuing year shall not reduce the undesignated fund balance below an amount equal to 25 percent of the ensuing year's General Fund expenditures.

- *Capital Improvements Program* – The Five Year Capital Improvements Program includes requests from all city departments for assets and infrastructure improvements, including tax increment districts. The Five Year Capital Improvements Program is funded from tax levy, debt issuance, contributions and federal, state and local grant funding.
- *Expenditure Restraint Program* – The analysis presumes the city will remain eligible for this State of Wisconsin program which rewards operating (funds affected by the tax levy) budgets who budget annually at or below inflation plus a percentage of net new construction. The LTFP projects expenditures based on projected inflation.
- *Review of User Fees* – The city's Management Team reviews existing fees for consideration of increases annually.
- *Review of Utility User Fee Rates* – Rates are reviewed annually for possible adjustments. Rates were increased for water on May 1, 2018, and sewer on January 1, 2018, by 4.92 and 10.00 percent respectively. Sewer rates increased by 7 percent on January 1, 2019. Water rates will be reviewed in 2019 for a possible rate increase in late 2019 or early 2020.
- *Property Tax Levy Increases* – Increases in the property tax levy should not result in an equalized tax rate increase more than inflationary levels. The city's equalized tax rate in 2018 (to fund the 2019 budget) of \$8.97 is a decrease of 4.32 percent over the previous year's rate of \$9.37.
- *Use of Donations between TIDs* – The city has a number of well performing Tax Incremental District (TID) with capacity to donate to other underperforming TIDs.
- *Debt Policy* – This policy establishes parameters for issuing and managing debt. No more than 60 percent of the State of Wisconsin's limit of 5 percent of equalized value.

A financial projection of the General Fund, Debt Service Fund and tax levy requirements is included in the LTFP. An analysis of the TIDs is conducted annually.

An analysis of General Fund revenues and expenditures as well as the General Fund's fund balance is conducted annually. Based on actual and current budgeted revenues and

expenditures as well as annual CPI changes, a five year forecast was developed.

**General Fund
Revenue Assumptions**

Revenue Assumptions:

- Property Tax Levy – Current State limits continue. Tax levy increases for all funds limited to net new construction (floor of zero percent), adjustments to debt service, and additional adjustments due to annexations, transfer of services to/from another municipality, adjustments due to increases of fees for tax levy supported services and amounts approved by referendum. The levy is projected to increase slightly due to a majority of net new construction development occurring in TIDs. For the benefit of the 2019 debt service expenses, \$225,000 of additional property taxes was included in the 2019 budget.
- Intergovernmental Revenue – Current State funding continued. Mostly stable continuation of transportation aids, expenditure restraint program, state shared revenue program and recycling grant. This revenue category is projected to remain stable. The exception is Transportation Aids which will continue to increase based upon the State formula which recognizes the city's increase in transportation-related expenses.
- All Other Revenue – Includes Permits and Licenses, Fines and Forfeitures, Charges for Services, and Miscellaneous Income. Slight increase anticipated in construction-related permits due to construction activity of multi-family housing units. All other revenues in this classification anticipated to remain stable.
- Other Financing Sources – Conservatively estimated with slight change or no change.

**General Fund
Expenditures Assumptions**

Expenditure Assumptions

- Personnel Expenditures - Wages and benefits, including Wisconsin Retirement System (rates determined by the state) and health insurance (self-insured by the City of Sheboygan). A major portion of expenditures are wage related. Consistent with collective bargaining agreements for wage increases, a 2.25 percent wage increase is included in the 2019 budget. For the second consecutive year, a 10 percent increase in health insurance rates is included in the 2019 budget.
- Non-Personnel Expenditures – Contracted services, office supplies, utilities, gasoline, liability and property insurance, training and conferences and communication are the main expenses.

Based upon these assumptions, the 2019 General Fund budget will utilize approximately \$1,165,778 in fund balance. Due to conservation budget assumptions, it is anticipated that little to no actual use of these funds will be necessary. Regardless, the General Fund budget projects a fund balance which will exceed the fund balance policy of maintaining a minimum of 25 percent.

Tax Levy Revenue

Tax Levy Revenue – Tax levy revenue is the largest revenue source for city services and projects.

Tax levy revenue is collected for the following funds:

- General – Largest tax levy portion is allocated to this fund which is the operating fund of the city. Increases in the property tax allocation are expected to increase slightly.
- Library – Tax levy portion allocated to Mead Public Library Fund will increase in 2019 slightly for the second consecutive year.
- Park, Forestry and Open Space – Tax levy funding, which was first allocated in 2017, will continue to be \$110,000 to fund capital items.
- G.O. Debt Service – Tax levy portion allocated to G.O. Debt Service Fund will continue to increase to accommodate the increase in annual debt service payments, which are the result of an aggressive street improvement plan.
- Capital Projects – Tax levy for capital projects has been allocated to the Capital Project Fund, starting with the 2017 Annual Program Budget. In the 2019 budget, the amount allocated has declined slightly.
- Transit – Tax levy portion allocated to the Transit Utility Fund has remained stable for the past seven years.

Tax levy limits under current state law may change with future legislation. Changes to the law will require adjustments to future long-range forecasts as necessary. Future limitations could impact the ability of the city to deliver services.

Summary

The LTFP is designed to be a dynamic document that is modified based on current or new conditions. External factors play a key role in determining the financial picture of the city. The external factors include legislation approved by the State of Wisconsin, development and the economy. These factors may impact the financial picture positively or negatively.

The current financial situation reflects a strong financial position, prudent fiscal practices and solid reserves for the funds included on the LTFP.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. XX-18-19 accepting the 2019 Long Term Financial Plan.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: September 5, 2018

MEETING DATE: February 25, 2018

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan recognizes a long term financial plan will be a valuable tool combining financial forecasting with the Strategic Plan. The process combines future scenarios to assist in the navigation of challenges. The Long Term Financial Plan forecasts projected revenue and expenses using assumptions about economic conditions and future spending to align with long term objectives.

STAFF COMMENTS:

Governments utilize a comprehensive long term financial plan to stimulate discussion and engender a long range perspective for decision makers. It can be used as a tool to prevent financial challenges while it stimulates long term strategic thinking. In addition, it can give consensus on long term financial direction and is a useful tool for communications with internal and external stakeholders.

Attached is an update to the Long Term Financial Plan which was approved by the Common Council in September, 2018.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file R.O. No. XX-18-19 by the City Administrator accepting the 2019 Long Term Financial Plan.

ATTACHMENTS:

- I. R.O. No. XX-18-19
- II. Long Term Financial Plan

R. O. No. 221 - 18 - 19. By CHIEF OF POLICE. February 18, 2019.

Submitting the annual report of the Sheboygan Police Department for the year 2018.

JHPS

Chief of Police, Christopher Domagalski

SHEBOYGAN POLICE DEPARTMENT

Annual Report 2018



Christopher Domagalski, Chief of Police
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081



TABLE OF CONTENTS

SPD Vision, Mission & Values	p. 3-5
Alderpersons	p. 6
Table of Organization	p. 7
Police & Fire Commission	p. 8
Chief's Message	p. 9
2019 Goals	p. 10-13
Budget	p. 14
Internal Investigations	p.15
Use of Force & Search Warrants	p. 16
New Hires & Retirees	p. 17-18
SPD K9s	p. 19
Administrative Services Division	p. 20-23
Criminal Investigation Division	p. 24-28
Patrol Division	p. 29-33
Information Services	p. 34-39
Community Outreach	p. 40-54
SPBA Service Awards	p. 55-58
Community Partners	p. 59-61



Our Vision

To be the safest
community of
its size in the
United States.

Our Mission

is to be the model of excellence in policing by working in partnership with the community and others to:

- FIGHT crime, the fear of crime and disorder;
- ENFORCE laws while safeguarding the constitutional rights of all people;
- PROVIDE quality service to all our residents and visitors; and
- CREATE a work environment in which we recruit, train and develop an exceptional team of employees.



Our Values

Integrity

Teamwork

Leadership

Competence

Accountability

Professionalism



City of
Sheboygan
spirit on the lake.

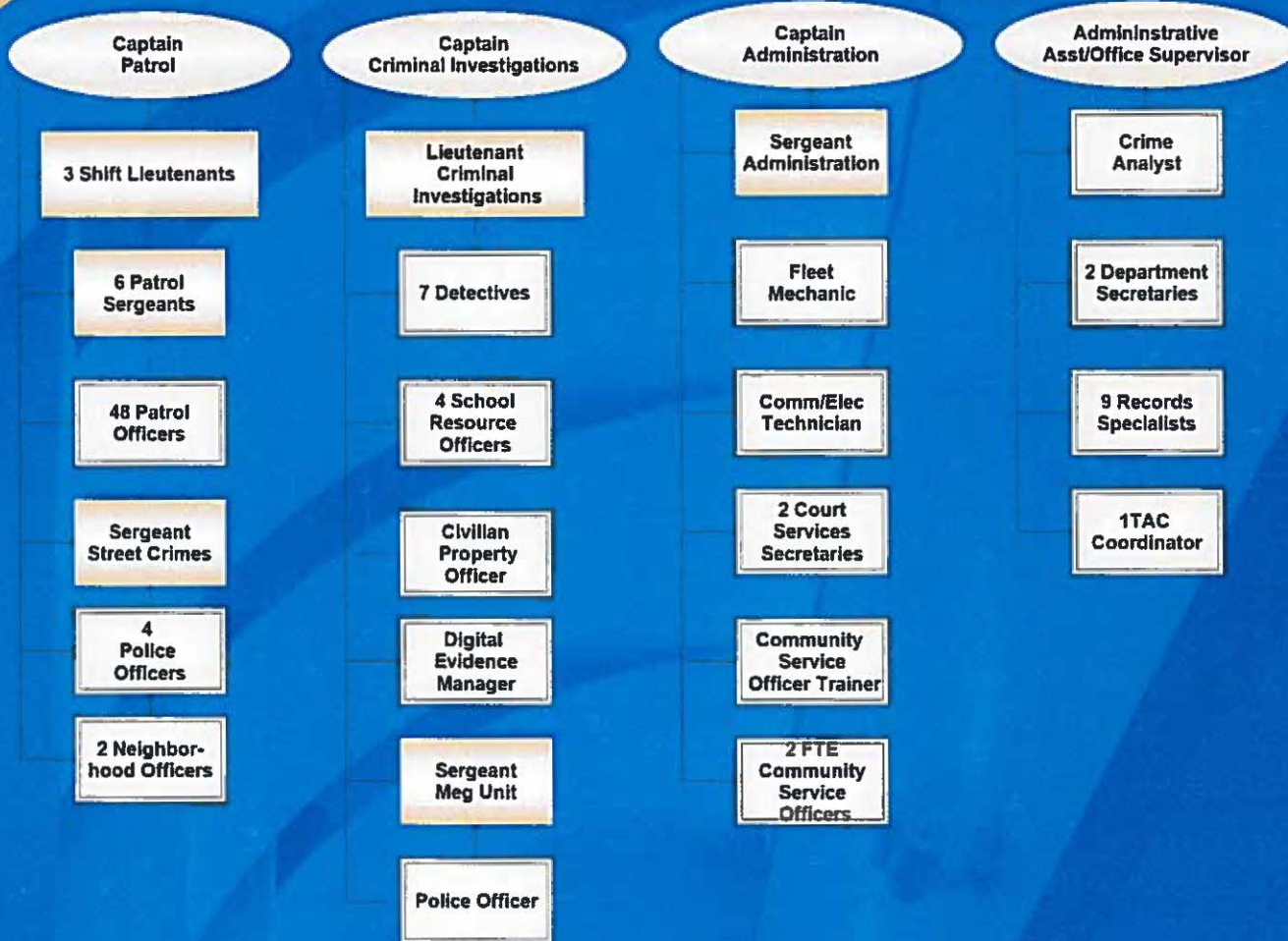
Mayor Michael Vandersteen
Chief Administrative Officer Darrell Hofland

District	Wards	Aldersperson	District	Wards	Aldersperson
1	1, 5, 6	Ronald Rindfleisch	6	18, 19	Dean Dekker
2	2, 3, 12	Todd Wolf	7	14, 15, 21	Rose Phillips
3	11, 13	Mary Lynne Donohue	8	20, 24	Ryan Sorenson
4	4, 7, 10	Rosemarie Trester	9	22, 25	Trey Mitchell
5	8, 9, 16, 17	Markus Savaglio	10	23, 26	Jim Bohren

2018 Table of Organization



Chief of Police



Police & Fire Commission 2017-2018

President Robert Lettre, Sr.

Secretary Andrew Hopp

Commissioner Henry Jung

Commissioner Jeanne Kliejunas

Commissioner Larry Samet



The 2018 Sheboygan Police Department Annual Report is herein presented for your review. The report documents the department's challenges, accomplishments and key activities.

In 2018 we continued to focus our training on dementia awareness, resiliency, less lethal options, rapid response to active shooter events, and scenario based training to build the skills for responding to individuals in crisis.

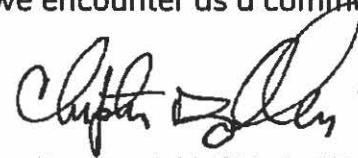
Neighborhood Policing, which shaped many of my early patrol experiences, is a key to many of our successes. Neighborhood policing is connecting our officers with the citizens they serve and strengthening the relationships already in place. We have found that we can increase our effectiveness and the public's trust by building relationships, before crisis, one contact at a time. These contacts and the relationships we build are the key to solving problems in our city. Our work continues to become more complicated and often requires us to serve as a facilitator and to collaborate daily with our community partners.

In many neighborhoods community members are stepping up and taking responsibility for their neighborhoods, creating new partnerships and renewing neighborhood pride. It is vitally important that officers not just answer calls for service, but also have the time to interact with the public and engage in local crime fighting and real problem solving with the people who live and work in our neighborhoods. As officers and citizens work together to solve problems a mutual respect is developed as well as a mutual understanding that creating safe communities is a shared responsibility.

When employees retire they take along with them invaluable experience and knowledge that takes years to replace. Fortunately we have been able to recruit and hire replacements with strong character, a passion to serve others, and a robust desire to learn.

While we have accomplished much, we have much more to do. I look forward to working with the great men and women of the Sheboygan Police Department and our many partners to take on the challenges that we encounter as a community in 2019. I am confident that we are up to the task and look forward to working with you.

Sincerely,



Christopher Domagalski, Chief of Police



2019 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Effectively apply CompStat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis to create tactical intelligence for use in directing police resource decisions.
Continue partnerships to address blight and revitalize neighborhoods.
Use data to drive enforcement efforts related to traffic safety.
Identify Prolific Offenders and work with Prosecutors, the Courts and Probation and Parole to connect them with treatment and support services and/or develop criminal cases for prosecution.
Continue involvement in the Sheboygan County Criminal Justice Advisory Committee and activities that support universal screening and assessment and the development of treatment, monitoring and support services.

Expected Outcomes: Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1150.
Individual crime targets as follows: of Robbery ≤ 15 , Aggravated Assaults ≤ 100 , Burglary ≤ 100 and Theft ≤ 900 .
Total Accidents ≤ 1500 .
High Visibility Education and Enforcement Deployments = 12.
Pounds of prescription drugs collected ≥ 1200

2019 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information.
Build Neighborhood capacity by continuing to promote Neighborhood Associations.
Increase direct contact with citizens through neighborhood meetings, park and walk and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Work with our youth and schools to enhance safety and security for students.
Continue ongoing efforts to educate the public regarding drug and alcohol abuse.
Maintain and leverage Beat Officer Positions.

Expected Outcomes: An informed community and greater awareness and understanding of department activity.
Enhanced relationships and understanding of the police role across the community.
Coordinate and hold more than 25 neighborhood meetings.
Increase in collaborative problem solving in the community.
Increase in measurable deployments of foot and bicycle patrols.
Maintain percentage of residents that feel safe walking in their neighborhood during the day at greater than 80%.
Increase in the percentage of residents that feel safe walking in their neighborhood at night above 70%.
Increase in Police legitimacy.

2019 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities: Continue evaluation of workflow and position responsibilities to support department activities and mandates.
Continue training and redesign of associated processes and responsibilities.
Continue ongoing evaluation of digital platforms to increase stability, efficiency and reliability.
Emphasize the connection of department values to daily decision making and develop values based Code of Conduct.
Practice the judicious and impartial use of police authority.

Expected Outcomes: Create Public Value by operating within the authorized budget and working towards continuous improvement.
Improved stability, efficiency and reliability of digital platforms.
More dependable systems and enhanced customer service.
Clear internal expectations and procedural justice.
Increased in voluntary compliance with community norms, decrease in the use of force and increased police legitimacy.

2019 SHEBOYGAN POLICE DEPARTMENT GOALS

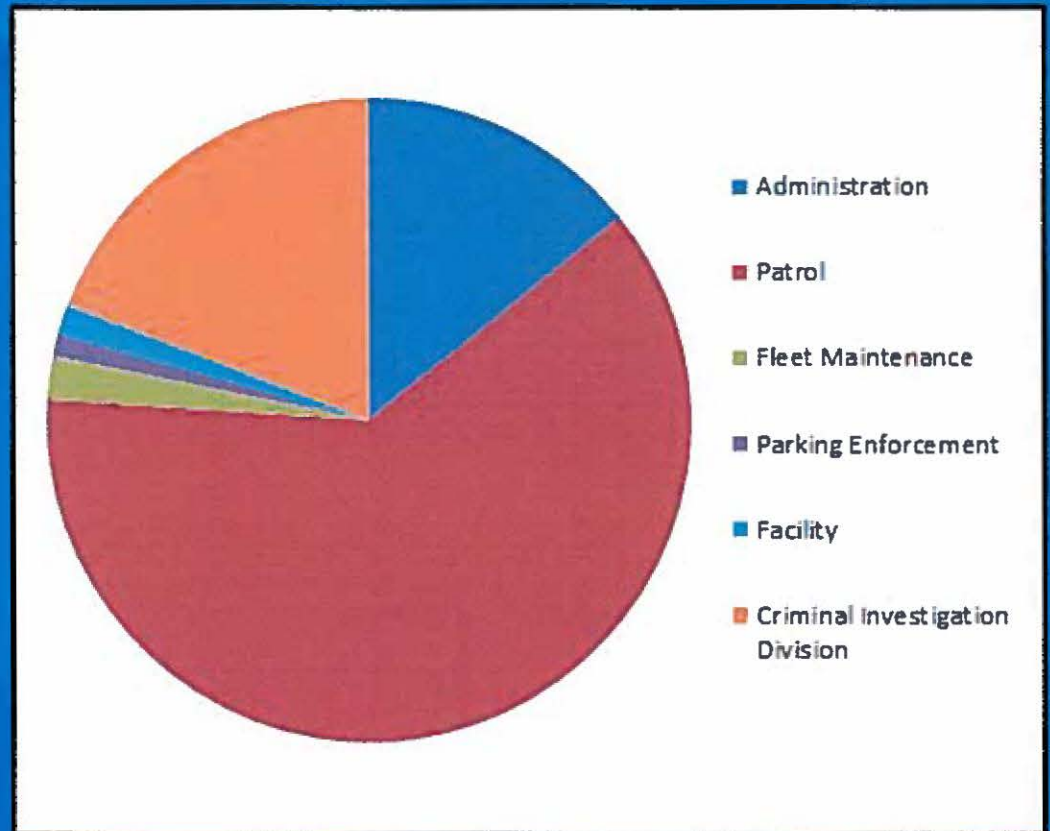
Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

Activities: Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals and personal development plan.
Celebrate Successes of Organization.
Deliver key training across department.
Continue Leadership in Police Organization training for all levels of the department and increase ownership of problems and concerns.
Continue department advisory group to identify issues, improve feedback, offer ideas and find solutions.

Expected Outcomes: Greater Camaraderie, Trust and Pride among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Stronger working relationships.

2018 SPD BUDGET

Administration	\$1,623,855.00
Patrol	\$7,054,479.00
Fleet Maintenance	\$252,281.00
Parking Enforcement	\$125,002.00
Facility	\$170,290.00
Criminal Investigation Division	\$2,191,366.00
Total Budget	\$11,417,273.00



2018 Internal Investigations



Twenty-three (23) internal investigations were conducted in 2018. Of those investigations, sixteen (16) were initiated by the Department, and seven (7) were citizen complaints.

2018 INTERNAL INVESTIGATIONS

INVESTIGATIVE FINDINGS	#
SUSTAINED	15
NOT SUSTAINED	0
UNFOUNDED	1
EXONERATED	0
NO FORMAL COMPLAINT	0

2018 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
SUSTAINED	1
NOT SUSTAINED	0
UNFOUNDED	2
EXONERATED	2
NO FORMAL COMPLAINT	2

- Sustained = The allegation is supported by sufficient proof.
- Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
- Unfounded = The allegation is false or otherwise not based on valid facts.
- Exonerated = The incident that occurred or was complained against was lawful and proper.

2018 Use of Force & Search Warrants



2018 USE OF FORCE

2018 USE OF FORCE	
DEADLY FORCE	0
DISPLAY FIREARM	89
DISPLAY ELECTRONIC CONTROL DEVICE	38
DEPLOY ELECTRONIC CONTROL DEVICE	7
EMPLOY ACTIVE COUNTERMEASURES	5
APPLY HOBBLE DEVICE	3
DEPLOY SPECIALTY IMPACT MUNITIONS	1
DEPLOY OLEORESIN CAPSICUM SPRAY	0
CANINE BITE	0

MONTH	SEARCH WARRANTS
January	7
February	14
March	17
April	11
May	11
June	9
July	9
August	13
September	6
October	12
November	12
December	5
Total	126

New Hires in 2018

6 new officers joined the SPD in 2018. Officers Bryan Pray and Abigail Hernandez took the oath in January. Officers Chelsea Hundt and Jeremy Kegler were sworn in during May. Officer Sean Goffard joined the SPD in August, followed by Officer Michael Moore in October.

We also welcomed a new Community Service Officer, Kendra Zipperer, in January and new Time Agency Coordinator, Melissa Bartell in March.



Officer Bryan Pray



Officer Abigail Hernandez



Officer Chelsea Hundt



Officer Jeremy Kegler



Officer Sean Goffard



Officer Michael Moore



CSO Kendra Zipperer



TAC Melissa Bartell

2018 Retirees

We said goodbye to three fantastic longtime employees this year. Linda Repphun retired from her position as Time Agency Coordinator in March after over 43 years with the SPD. Officer Larry Helmer retired in April after 31 years and Officer Charlet Endsley bid farewell in December after 28 years.

We will miss them and wish them well in their future endeavours.



Linda Repphun



Officer Larry Helmer



Officer Charlet Endsley



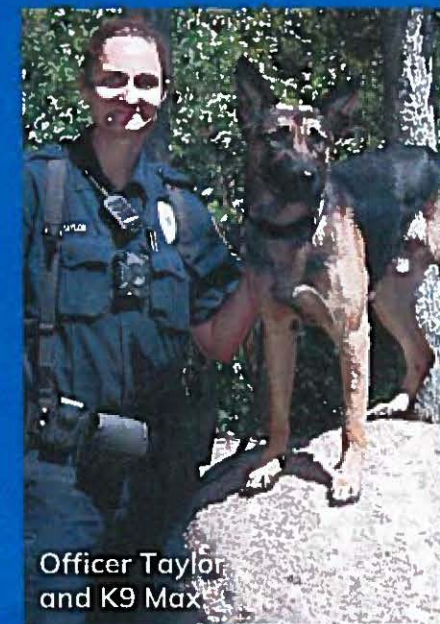


Officer Saeger
and retired K9 Bud

K9 Bud retired this year on Monday, December 10th after 10 dedicated years of service with Officer Saeger. We miss his apple eating antics but we know that he will enjoy the good life at home.

In 2018,

K-9 Units conducted **265** traffic contacts, **12** demonstrations, **8** search warrants and **12** scheduled school searches.



Officer Taylor
and K9 Max



Officer Heimerl
and K9 Grimm

Our current dogs, K9 Max and K9 Grimm, are on the road every day creating a bridge between the SPD and the community. The City's canines help us battle the influx of drugs and track criminals. The canines are also capable of helping us find vulnerable individuals who may be lost and bring them back home. Our canines also support public relations by generating positive conversation between police and our community.

The Sheboygan Police Department Canine Unit is seeking support through community donations.

We are grateful to those who have supported our K-9 program in the past and we need your help to maintain our current level of K-9 services.

Visit our GoFundMe page or contact Sgt. Ryan Schmitt, (920) 459-3333

 gofundme.com/sheboygan-police-k-9-fund



ADMINISTRATIVE SERVICES DIVISION

Captain Steve Cobb

The Administrative Services Division is responsible for a variety of support services throughout the department. This includes documenting the training of all department members, recruiting and screening candidates to fill entry level Police Officer positions, managing the police facility and managing the offices of the Sergeant of Administration, Court Services Division, Police Fleet Services, Radios and Communications, and the Volunteer in Police Service Corps.

The Sergeant of Administration is responsible for managing individual members training, supervising the department's Community Service Officers and School Crossing Guards, managing the departments parking enforcement and traffic functions, and coordinating the Sheboygan Police Citizens Academy.

Court Services manages the transfer of all case information between the Police Department and the City Attorney's office or the Sheboygan County District Attorney's office. This office ensures that there is an efficient transfer of case information and scheduling between the SPD and our prosecuting authorities.

The Police Fleet consists of 41 different vehicles. Our fleet manager is responsible for general maintenance and repairs of all vehicles. In addition, each year, the fleet manager is responsible for conversion of newly purchased vehicles into Police Vehicles.

The primary responsibility of the Radio and Electronic Technician is working in support of the Sheboygan County Radio system to ensure that there is an effective radio communications network in place. This involves service to over 300 mobile and portable radios that function within the City. In our role as a County partner in this project, our technician supports any radios on our county network. In addition, this office maintains the 911 emergency phone systems, and the City of Sheboygan telephone network.

TRAINING AND CAREER DEVELOPMENT

Over the course of 2018, department goals were supported by providing training in the recognition of dementia as a condition that challenges police-citizen encounters. Training was provided in the presence and recognition of dementia, as well as strategies to help with those interactions. Training purchased through Second Wind Dreams was provided to the SPD Organization, and made available to both city staff and the public. In addition to dementia training, every member of the organization received 8 hours of training focused on resiliency within Law Enforcement organizations.

Over **10,813** hours of training to sworn personnel, average of 131 hours per officer.

6 members of the Police Department attended Leadership in Police Organizations academies.

32 hours of in-service training provided to all sworn personnel.



28 hours of policy training on average provided per employee through the use of daily training bulletins.

Facilitated the attendance of **1** Lieutenant to the FBI National Training Academy.

ADMINISTRATIVE SERVICES DIVISION



In a continuing effort to maintain compliance with the Juvenile Justice Delinquency Prevention Act, we continued training and auditing of all juveniles held securely at the Sheboygan Police Department.

New policy and training led to only **22 secure juvenile holds** at the Sheboygan Police Facility, reduced from 203 (90%) from when auditing began in 2015.



Facility Improvements in support of the Green Initiative include the installation of high efficient hot water systems, and the conversion of indoor halogen accent lighting to LED.



Managed hiring processes that resulted in the **hiring of 6 officers** during calendar year 2018, and established eligible candidates for 2019 vacancies.



Administered a Police Citizen Academy that **trained 18 citizens** over 11 weeks.



Completed Phase I of the **new VOIP City Telephone system.**



Converted **5 new vehicles** into Police Service.

ADMINISTRATIVE SERVICES DIVISION

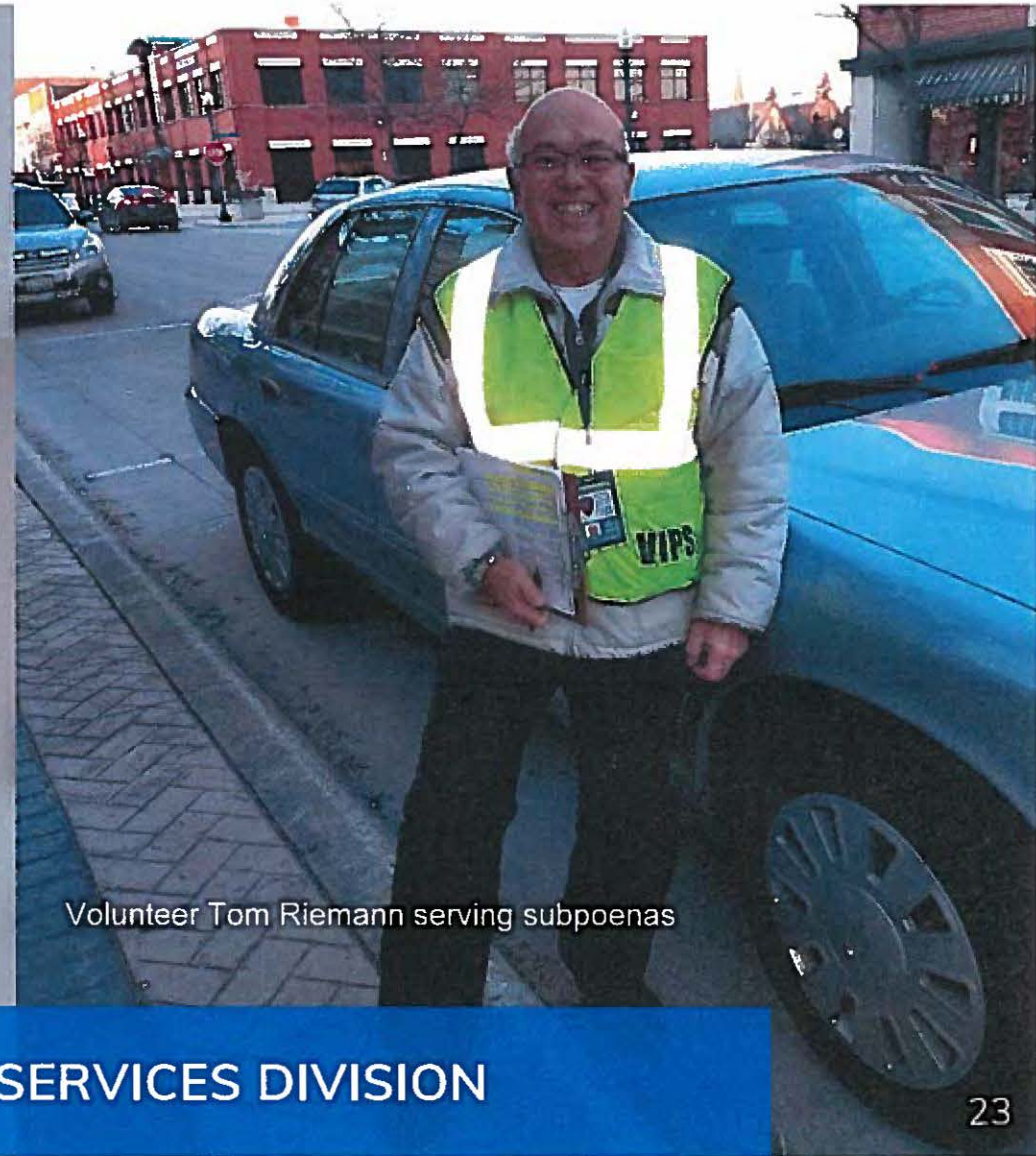
Volunteers in Police Service

The Administrative Services Division oversees 12 volunteers who provide a variety of support services and do not receive any compensation. Our VIPS staff provides assistance in the police records and court services area, as well as giving tours of the facility to community groups.

They assist by serving subpoenas, helping with collections from the prescription drug drop off box, doing civilian fingerprinting, and numerous other assignments.

VIPS are led by Coordinator Penny Weber. Other members include: Mary Ann Dickfoss, Joe Glover, Jr., Jason Lawrence, Kristi Lawrence, Connie Mehan, Ethel Pillman, Sherry Rebholz, and Tom Riemann. Volunteers also include three police department chaplains, Rev. Mario Ciotola, Rev. Lori Ciotola and Rev. Ethan Tews. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.

During 2017, VIPS donated **1,803** hours!



Volunteer Tom Riemann serving subpoenas

ADMINISTRATIVE SERVICES DIVISION



CRIMINAL INVESTIGATION DIVISION

Captain Kurt Brassler

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, the Property/Evidence Officer and the Digital Evidence Manager. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery and burglary.

2018 was a busy year. Lt. Teunissen graduated from the FBI academy in the spring. The Division hosted 2 Best Practices for Sex Assault Investigations Training with 41 officers attending, and the Captain of CID is currently serving on a DOJ committee to establish best practices for sex assaults statewide. An internal sex offender waiver procedure was also updated after an ordinance change. Cell phone analysis and evidence collection was also a focus, with training provided at SPD In-Service and updated temporary locker procedures for cell phone analysis. School Resource Officers conducted 25 Site Safety Assessments for SASD and private/parochial schools. The Digital Evidence Manager successfully launched a new discovery sharing process via the cloud for body camera files.

Breakdown of the Cases Assigned to CID

Total	447
Cleared by Arrest	75
Closed	88
Active	62
Inactive	28
Sit Resolved	30
Unfounded	16
Information Only (Intel)	128
Other	20

Breakdown of the Cases Assigned to School Resource Officers

Total	713
Cleared by Arrest	402
Closed	71
Active	14
Inactive	21
Sit Resolved	187
Unfounded	9
Other	9

CRIMINAL INVESTIGATION DIVISION

77

Sex Offender
Waiver
Background
Investigations

42

Child Interviews
at the Child
Advocacy
Center

1,160
Cases assigned
to CID

693

Forensic Phone
Downloads

105

Outreach Events

This number includes events
provided exclusively by CID &
events where CID participated
with other department
personnel

Internet Crimes Against Children (ICAC) Cases

Investigations	13
NCMEC Tips (National Center for Missing and Exploited Children)	9
Subpoenas	14
Gigabytes Examined	1733
Arrests	5

CRIMINAL INVESTIGATION DIVISION

Open Records Requests
for Digital Files

262

Discovery Requests for
Digital Evidence

1,321

Since August,

519 cases shared
via the cloud with
3,424 total video files

Total number of property & evidence items
logged into the SPD property room

3,525

Total number of property & evidence items
purged or returned

1,545

423

Items processed
at the Crime Lab

CRIMINAL INVESTIGATION DIVISION

The MEG Unit

19
Search
Warrants

125
Drug
Charges

8,697^{gms}
Of Illegal
Drugs
Seized

39

Community Talks about Drug
Awareness & the Opioid Crisis



PATROL DIVISION

Captain James Veeseer

The Patrol Division is the largest division within the Police Department consisting of 63 sworn personnel. The division is led by a Captain, 3 Lieutenants and 7 Sergeants. The patrol division is the backbone of the department and provides the most visible level of service to the community. Patrol Division members are selected for full time assignments to the Street Crimes Unit, K9 Unit and Neighborhood Beat Officer.

Members also volunteer and are selected to serve in the following special assignments: Emergency Response Team, Motorcycle Unit, Explorer Post Advisor, Accident Reconstruction Unit, Armorers, Probationary Training Officers, and Honor Guard Team.



In **2018**, Neighborhood Beat Officers continued revitalization, community partnership building and enforcement efforts on both the north side and south side of Sheboygan.



The Patrol Division transitioned from 1st generation X26 Tasers to **X26P Tasers** while also replacing 1st generation Level One Oleoresin Capsicum (OC) with the next generation **Level Two Sabre Red**.



The Emergency Response Team finalized purchasing plans to upgrade to **15 new, higher quality ballistic vests** and will be fitted in 2019.



All police personnel transitioned from syringe based Narcan disbursement to nasal disbursement. Officers administered **5 doses of Narcan** at the scenes of overdoses in 2018



Sheboygan Police, through Patrol and K-9 efforts, **seized \$8,130** attributed to narcotic sales

PATROL DIVISION



The Street Crimes Unit conducted **7 search warrants** and apprehended **82 individuals** on warrants. They seized **884.27 gms** of THC, **21.23 gms** of methamphetamine, **17.6 gms** of cocaine, **1.96 gms** of heroin, **49.2 gms** of MDMA, **72 doses** of LSD, and **310 pieces** of paraphernalia.



The Sheboygan Police Department maintains a Crash and Crime Scene Reconstruction Unit. In 2018 the unit responded to **2** fatal motor vehicle crashes.



The Patrol Division provided on site ALICE training at **13 local businesses** in Sheboygan over the 2018 calendar year.



On August 8, 2018, the SPD held its first large group instruction on **Active Shooter Response attended by 32 people.** It was held in the LGI room at South High School. Topics covered in the training included CPTED (Crime Prevention through Environmental Design) History of Active Shooter Events, ALICE Active Shooter Response, and Scenario Training.

PATROL DIVISION

The Sheboygan Police Department initiated an educational and enforcement traffic program in 2018 called "Car in Gear, Brain in Gear". The effort focused on educating the public on how to avoid becoming a participant in an accident while enforcement focused on connecting with those who likely will cause an accident due to their driving behavior.

The effort resulted in a **3.4% decrease in accidents** compared to 2017 numbers (1736 to 1677).

Data collected during 2018 indicates that Friday, Tuesday and Monday are the most likely days that an accident occurs while the most likely times are between 7 AM to 8 AM, Noon and 2 PM, and 3 PM to 5 PM. **The most probable time of being involved in an accident was between 3 PM to 4 PM on a Friday.**



Making Sheboygan Safer Together

PATROL DIVISION

Conducted
5,270
Traffic Stops

4,509
citations issued

2,938
warnings issued

9,032 parking citations issued

1,722 city ordinance citations issued

1,690 nuisance complaints investigated

Responded
to **519**
alarms

761
abandoned vehicle
complaints investigated

179
abandoned vehicles
towed

Detained & Filed Emergency Detention Commitments on **121** individuals.

PATROL DIVISION



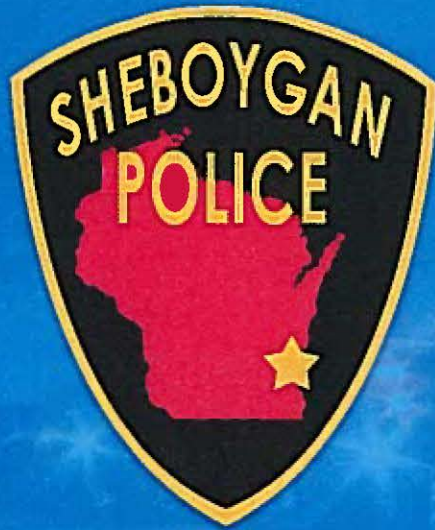
INFORMATION SERVICES DIVISION

Paula Haelfrisch

The Information Services Division of the Sheboygan Police Department consists of the following positions: 1 Administrative Assistant/Office Supervisor, 1 Crime Analyst, 1 Time Agency Coordinator, 2 Department Secretaries, 7 Records Specialist Clerks, 1 PT Records Specialist Clerk, 1 LTE (limited term employment) Records Specialist Clerk.

The civilian staff continues to provide support to the sworn personnel of the Sheboygan Police Department at various levels. New this year, was the entering of parking tickets into Badger TRACS with an automatic import into the MUNIS parking ticket program.

The following slides contain statistical data compiled by the Crime Analyst.



25,885

TOTAL NUMBER OF LAW INCIDENT COMPLAINTS FOR
THE CITY OF SHEBOYGAN POLICE DEPARTMENT IN 2018



Part I Crimes

	2013	2014	2015	2016	2017	Average	2018
Homicide	1	1	0	1	0	1	0
Rape	20	20	22	20	24	21	21
Robbery	14	17	14	10	11	13	11
Agg. Assault	97	116	124	100	85	104	128
<i>Violent</i>	132	154	160	131	120	139	160
Burglary	187	161	128	119	91	137	89
Theft	1023	1082	991	908	702	941	703
MV Theft	31	24	31	36	32	31	25
Arson	6	12	4	5	12	8	8
<i>Non-Violent</i>	1247	1279	1154	1068	837	1117	825
Total Part I	1379	1433	1314	1199	957	1256	985

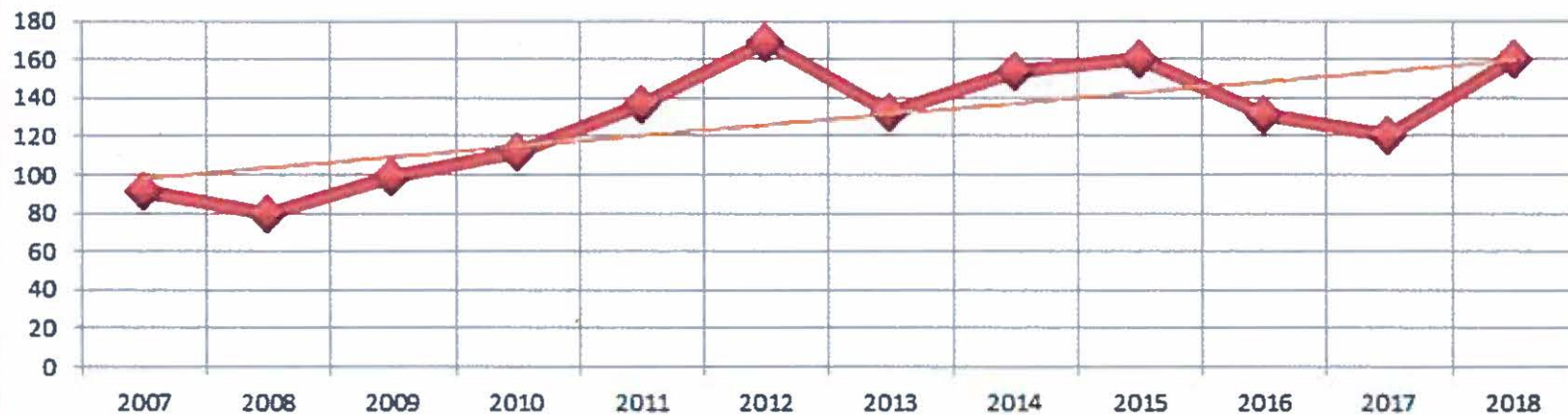
5 Year Average

Part I Crimes	Homicide	Rape	Robbery	Aggravated Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2018	0	21	11	128	89	703	25	8	985
5 Year Average	1	21	13	104	137	941	31	8	1256
Difference	-100%	0%	-15%	23%	-35%	-25%	-19%	0%	-22%

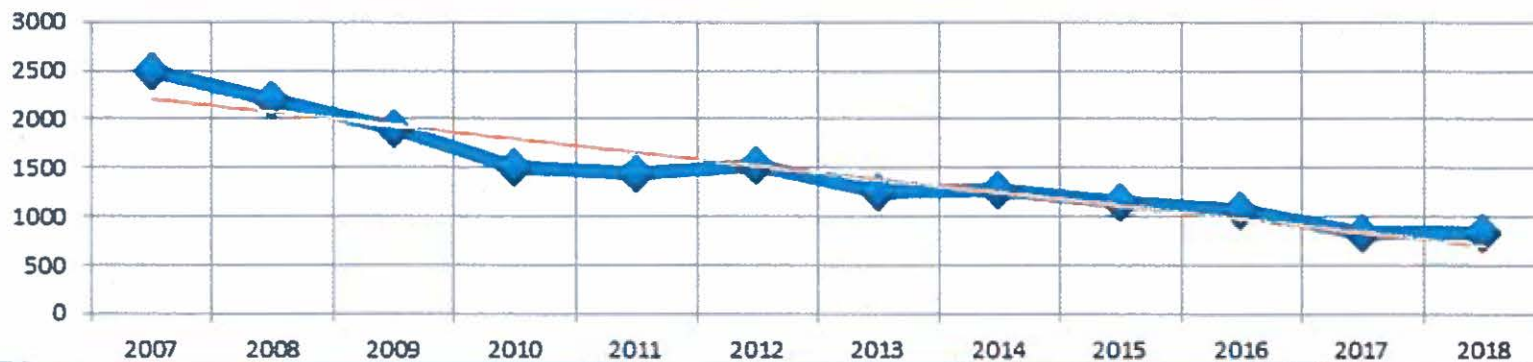
2018 Goals

Offenses	Goal	Actual	Difference	Percent
Robbery	15	11	-4	-27%
Aggravated Assault	90	128	38	42%
Burglary	100	89	-11	-11%
Theft	900	703	-197	-22%
Total Part I	1,175	985	-190	-16%

Violent Crime



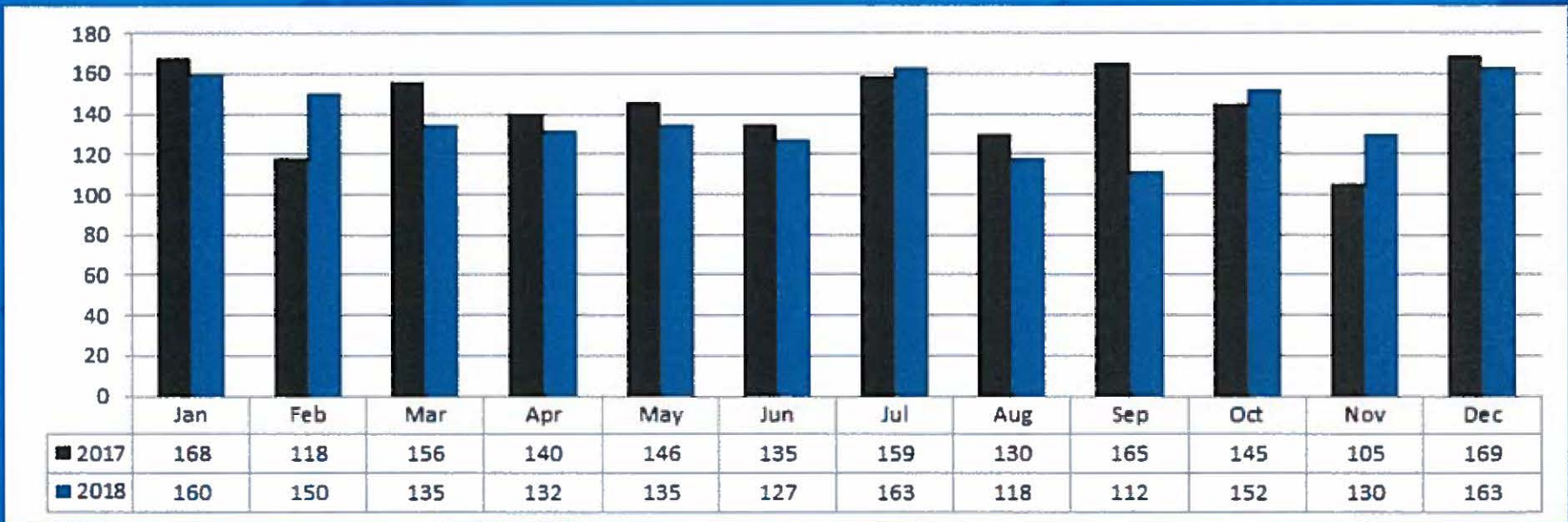
Non-Violent Crime





2018 Traffic Accident Data

2017 Total	1736	2018 Total	1677	Difference	59	Percent	-3%
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Community Outreach

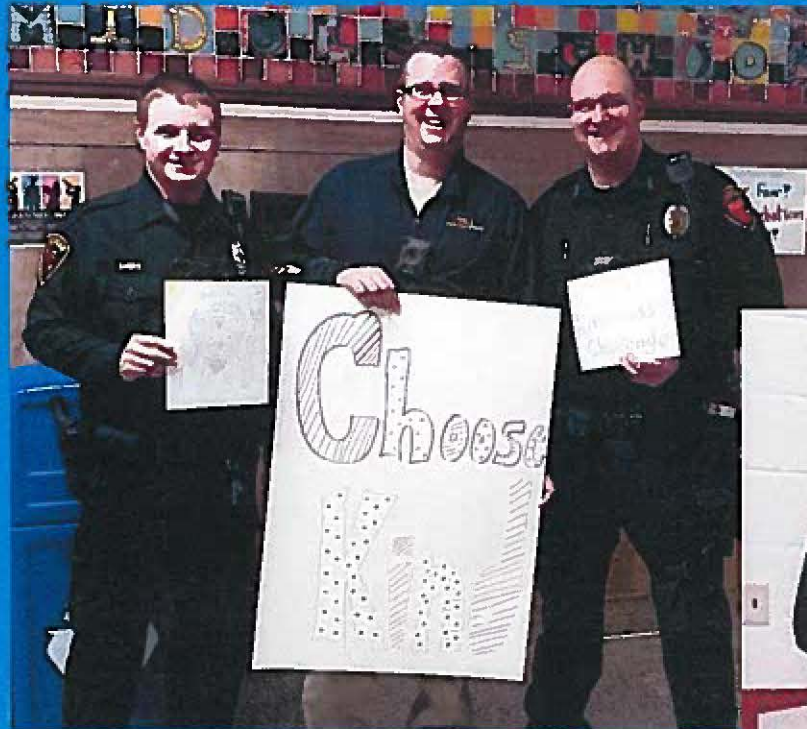


Partnering together to make
our city the best it can be.

The Great Kindness Challenge

January 2018

2018 got off to the right start with officers participating in the Great Kindness Challenge, which encourages people to be kind to others and pay it forward. Some of our first shift officers stopped at Farnsworth Middle School to greet the students with kindness and a positive message.



Fun & Games!

Police work is definitely not all fun and games. But throughout the year, SPD officers managed to get their game on and have fun with students and citizens. Our first "Skate with a Cop" event was a great success. "Gaming with a Cop" gave people a chance to take on neighborhood officers. Dodgeball at Farnsworth Middle School brought officers and firefighters together for a friendly competition.



Hop with a Cop

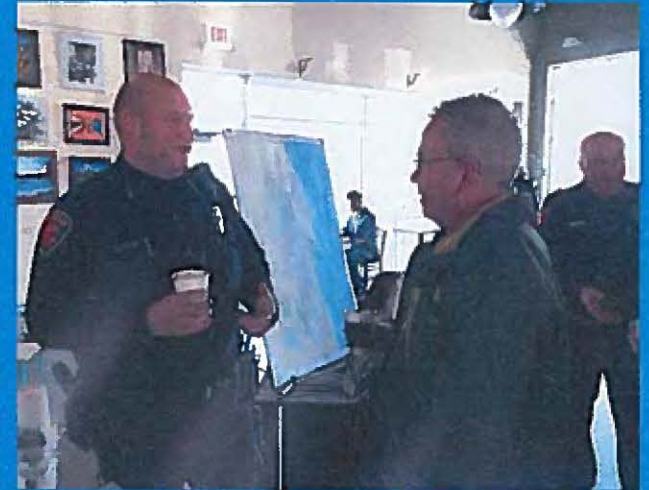
March 24, 2018

SPD Officers and volunteers helped the Easter Bunny hide eggs at James Madison School. Everyone had a great time watching the kids hunt for them.





The Sheboygan Police Department continued to build relationships with community members through "Coffee with a Cop." The program has been utilized nationally and has teamed area restaurants with their local law enforcement agencies to achieve the overall goal of opening communication.



Neighborhood Activities

2018 brought many opportunities to promote partnerships between police and the community and build neighborhood camaraderie.

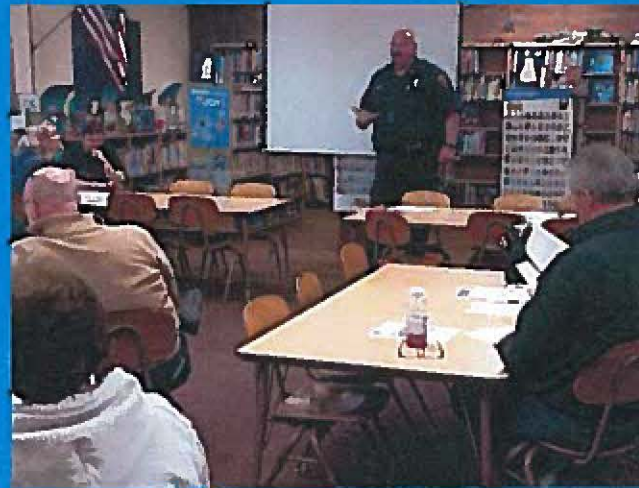
SPD officers teamed up with local residents cleaning up neighborhoods, organizing events and attending meetings.



Indiana Corridor Hot Dog Fry



North Point & Vollrath Historical Walk



James Madison Neighborhood Meeting



Flats Neighborhood Clean Up

Neighborhood Activities

National Night Out and International Overdose Awareness Day were two great summer events.

Officers also gave our first community course on Active Threat Preparedness.

The Department helped organize and participated in two "Rock the Block" events. In partnership with Habitat for Humanity and City Development, volunteers assisted neighborhood residents with exterior projects to beautify neighborhoods and increase neighborhood pride.



National Night out at End Park



International OD Awareness Day at Fountain Park

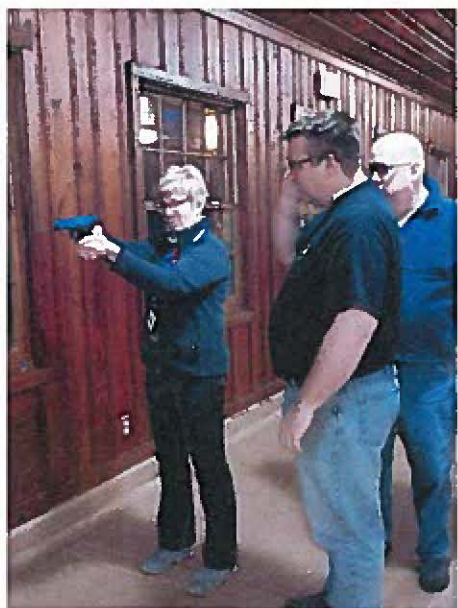


Community Course on Active Threat Preparedness



Rock the Block in the 1400-1700 Block of South 9th St

2018 Citizen Academy

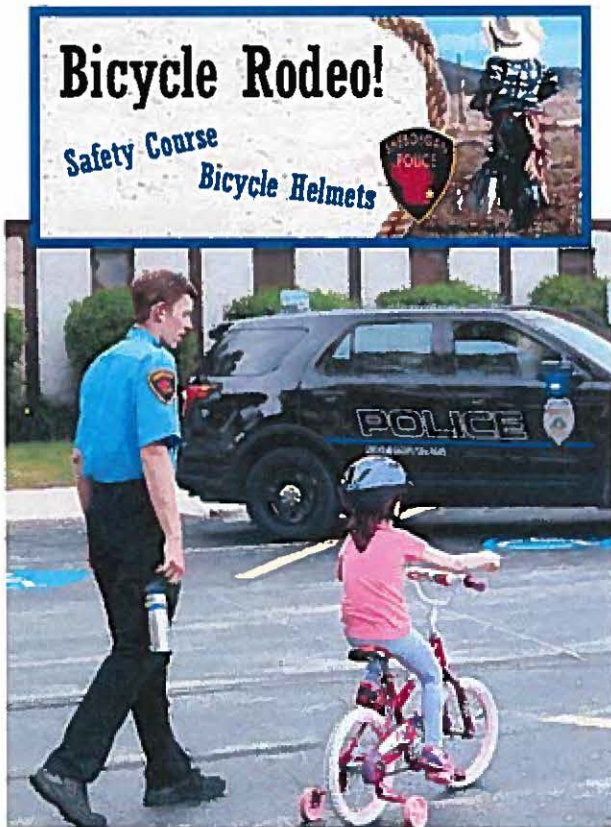


Over the course of eleven weeks, citizens are provided the opportunity to gain knowledge and a better understanding of the vision, values, goals, and operations of the Sheboygan Police Department. Additional activities involve hands-on participation, such as, high-risk and low-risk traffic stops, shoot-don't shoot exercises and a tour of the Sheboygan County Jail, along with firearms instruction and use at the range.

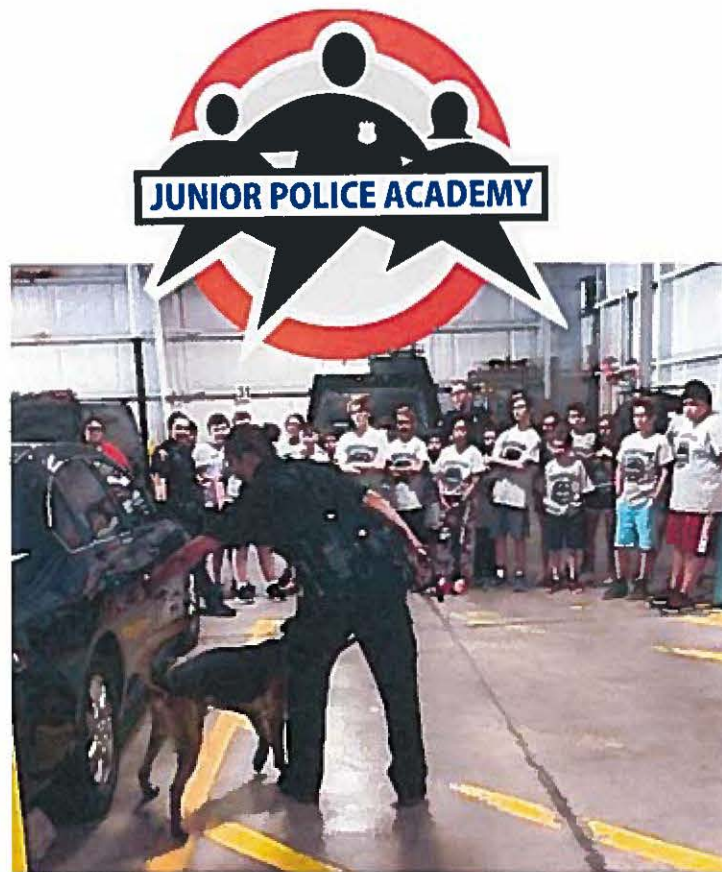
COPS and Bobbers

The Sheboygan Police Department hosted two Cops and Bobbers fishing trips this season. Children from the area were treated to a day of fishing with SPD officers. Many fish were caught and released and memories were made. At the conclusion of the day the children were each given a fishing rod to take home! Thank you to Cousins Subs for a catered lunch, Roosted Gobblers for the rods and reels, The Wharf for squiggly worms, Shoreline Metro for the bus ride to and from, and Old Wisconsin. A special thank you to our hosts who allowed us to fish at their pond!

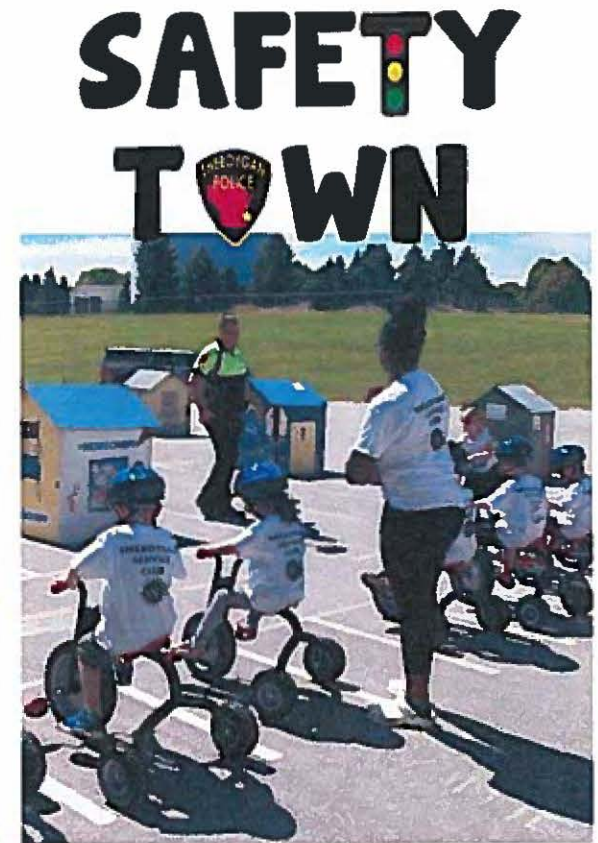




The Sheboygan Police Department and Police Explorers hosted two Bike Rodeos, teaching about bicycle safety and maintenance, in addition to offering helmet fittings, snacks and prizes. The courses have been designed to target elementary school age children, but are open for any child from 6 to 14 years old.



Junior Police Academy is a week-long program that provides a forum not only for officers and students to interact with each other but to inspire good character, advanced citizenship, foster problem-solving & good decision-making skills, in addition to technical instructions about police work to middle school students.



This 15-hour safety education program, co-sponsored by the Sheboygan Service Club & Community Recreation Department, is for children who will be starting kindergarten.. The safety topics include; bike safety, stranger danger, poisons around the house, pet safety, water safety and many lifesaving topics.



National Law Enforcement Officers MEMORIAL FUND

RESPECT. HONOR. REMEMBER.

2018 POLICE UNITY TOUR



Officer Deutsch (SPD), Sgt. Schmitt (SPD) and Lt. Spence (Sheboygan Sheriff) participated in the Police Unity Tour, riding their bicycles from New Jersey to Washington D.C. The Police Unity Tour raises awareness of Law Enforcement Officers who have died in the line of duty and raises funds for the National Law Enforcement Officer's Memorial Fund. The Tour entered its 22nd year in 2018 and consisted of more than 2,800 riders. The ride takes place during National Police Week in May every year.



The Torch Run is an effort to increase awareness and raise funds for Special Olympics of Wisconsin. It took place in more than 30 communities across Wisconsin, with all participants uniting at UW Stevens Point for the State Summer Games Opening Ceremony. On June 7, 2018, local law enforcement ran and biked through Sheboygan, Kohler, Sheboygan Falls, Plymouth, and Elkhart Lake with a special stop at Trooper Trevor Casper's grave in Kiel, with their final destination being the Special Olympics Wisconsin State Summer Games.



**LAW ENFORCEMENT
TORCH RUN®
FOR SPECIAL OLYMPICS**

Cop on a Rooftop

Wisconsin Law Enforcement Officers from around the state volunteered at Dunkin' Donuts locations on August 17, 2018 to support the Law Enforcement Torch Run for Special Olympics Wisconsin. In return for the police officers "doing time" at their restaurants, Dunkin' Donuts will donate \$5,000 to the organization.





Boo with the Blue

"Boo with the Blue" was a great success as officers and kids had Halloween fun together at the Boys and Girls Club of Sheboygan County on October 28, 2018.



Shop With A Cop

Shop With A Cop is an area law enforcement officer outreach where underprivileged children, who are referred to the program by social agencies, are paired up with an officer for an evening of food, fun and Christmas shopping for his or her family. Special thanks to local law enforcement volunteers, Lakeshore Lanes, Target and many community members who made this event possible. It is an incredible honor to be involved with these children and families.



The 3rd Annual Operation Blue Santa

The Sheboygan Police Department would like to thank all the great community sponsors that made this event possible. Christmas is a time for giving and we are so fortunate to be a part of this great event. The smiles on the children's faces were priceless! We hope that everyone involved remembers this for years to come.

Celebrating Success

The 2018 Sheboygan Police Benevolent
Association Service Awards



2018
Sheboygan
Police
Benevolent
Association
Service Awards



March 22nd, 2018
The Berkshire

The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.



**Civilian Employee
of the Year:**

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



Christin Koenig

**Police Officer of the
Year:**

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.



Detective Paul Olsen

2018
Sheboygan
Police
Benevolent
Association
Service Awards



March 22nd, 2018
The Berkshire



**Community
Engagement Award:**

Presented to individuals who demonstrated outstanding performance in community outreach and engagement and recognize initiatives which show potential for long-term impact on the community and its relationship with the Sheboygan Police Department.



Sheboygan Police Department Explorer Post 2881

**Meritorious
Service Award:**

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.



Officer Mike Thielke

2018
Sheboygan
Police
Benevolent
Association
Service Awards



March 22nd, 2018
The Berkshire



**Citizen's
Distinguished
Service Award:**

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk

have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

Not Pictured:

Lorrie Ruiz

Life Saving Award:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.



Officer Cody Griebing

The background of the slide is a close-up, slightly blurred image of the American flag, showing the stars and stripes in shades of blue, white, and red. The flag is draped and appears to be waving.

Thanks!

We want to end our year in review by expressing our gratitude to our many community partners for their donations.

Bank First National

Bemis

Dutchland Plastics

Freaktoyz

Home Depot

Jean Grade

Just Kids Dental

KJH Enterprises of Sheboygan, Inc.

Old Wisconsin

Olivu 426, LLC

Playdium

Sheboygan Jaycees

Sheboygan Professional Police Officers' Supervisory Association

The Game Board

Vidya Stolz

Thank you

For your support
in 2018

Andrew and Barb Lindsay
Appraisal Compliance Review, Inc.
Automation Products
Barbara Kurten
Beth Ackley
Bill and Carol Stephen
Bitter Neumann
Bonnie Miller
Colin Mauthe
Crystal Michaels
Culver's Restaurant
Cynthia Zajac
Daniel and Anne Radtke
David Derus
David Dunn
Dean and Susan Loudon
Debi Mannchen
Dick and Nancy Johnsen
Edwin and Kathleen Siech
Dowsky's Raw Dawg Pet Foods
Edwin and Kathleen Siech
Erik and Mary Tanck
Firestone Complete Auto Care
Gerald and Astor Vatland
Indiana Corridor Neighborhood
Jane Schmelter
Jeanine Schrameyer
Jeffrey and Michelle Gentine
John Schoen
Joshua and Theresa Andrews
Joyce Onken
Julie Bell

Kaltenbrun Bros. Roofing Co., Inc.
King Park Neighborhood
Legend Larry's
Leick Furniture, Inc.
Lennen Liam Helgeson
Linda Van Ess
Lisa Tanck
Lt. Col. Marvin Roeber
Luken's Excavating
Mark Doss
Marlys Ziegelbauer
Mary Lewis
MaryLou Rammer
Michael and Terri Barber
Michael Curry
Mike and Nicole
Muth Mirror Systems
Nancy Devaney
Nicholas Shepard
Old Wisconsin
Pamela Oehldrich
Parkside Family Restaurant
Pigeon River Rec Center
Rogene Leick
Ryan Wessels
Sandra Robbins Pelisek
Schwarz Fish Company
Sheboygan Area Credit Union
Sheboygan Lutheran High School
Sheboygan Medical Arts Group
Sheboygan Noon Lions
Sheboygan Pine Club

Thank you

For your support of the SPD K9 Fund

Sheboygan Professional Police Officers' Association
Sheboygan Professional Police Officers' Supervisory Association
Sherry and Jon Bednarski
Shirlee and Darrell Lugg
Shoreline Woman's Club
Sue Stange
Susan K.A. de Shazer
Theodore Bergstrom
Timm Kraemer
Torginol, Inc.
Troy Miller
UAW Local 833
Van Horn Auto Group
Victorian Chocolate Shoppe
Vida Stolz
Virginia Radtke
Walmart
Wanda Whitham
Wesley and Darlene Hasseler
Zimmer Funeral Homes





SPD ANNUAL REPORT 2018

The Sheboygan Police Department's 2018 Annual Report was produced by Paula Haelfrisch, Mary Danen and Cassandra Wohlgemuth.

Special thanks to all those who submitted information to make this report possible and to Detective Paul Olsen for many of the beautiful photos.

Sheboygan Police Department
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081
(920)459-3333
sheboyganpolice.com



@Sheboygan_PD



The SPD utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and You Tube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Sorenson.
February 18, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the Mead Public Library Plaza renovation project.

WHEREAS, pursuant to Resolution No. 162-18-19, the Engineering Division of the Department of Public Works has advertised for bids for the Mead Public Library Plaza renovation project; and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the bids were from:

Mike Koenig Construction Co. Inc. \$637,310.39
Jos. Schmitt & Sons Construction \$638,150.01; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid, from Mike Koenig Construction Co. Inc., met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Mike Koenig Construction Co. Inc. for the Mead Public Library Plaza renovation project in the amount of \$637,310.39 and are authorized to draw funds from the following accounts:

TID 16-Land Improvements	42661100-611200	\$400,000.00
2019 CDBG-Improvements Other Than Buildings	21961100-631100	\$237,310.39

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

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Improvements to the Mead Public Library Plaza

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Concrete Sidewalk, Concrete Walls, Concrete Curb and Gutter, Asphalt Pavement, Area Lighting and Landscaping.

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Ayres and Associates, Inc., Madison, WI, Engineer's Consultant.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete within 70 working days after the date when Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, but no later than August 16, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. **Substantial Completion:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. **Milestones:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to -[], inclusive).
 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ____, inclusive).
 3. Payment bond (pages 00 61 14-1 to 00 61 14- ____, inclusive).
 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual.
 5. Addenda (not attached but incorporated by reference) (numbers 1 to -[], inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to -[], inclusive).
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

Address for giving notices:

City of Sheboygan - Engineering
2026 New Jersey Avenue
Sheboygan, WI 53081

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

III

Res. No. - 18 - 19. By Alderpersons Wolf and Sorenson.
February 18, 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 transfer of appropriations in the 2019 Budget for purposes of:

Establishing appropriations for the traffic signal upgrade associated with the intersection of South Business Drive and Union Avenue:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Other Equipment-Traffic 47733250-649100	Other Equipment-Traffic 47833250-649100	\$50,000.00

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

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
February 18, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 174-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to enter into contracts with the UW Badger Band and the Stefanie H. Weill Center for the Performing Arts with regard to the performance of the UW Badger Band at the Weill Center as a fundraiser for the Mayor's International Committee on April 1, 2019; recommends approving the Resolution with updated contract.

ref

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 174 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
February 11, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into contracts with the UW Badger Band and the Stefanie H. Weill Center for the Performing Arts with regard to the performance of the UW Badger Band at the Weill Center as a fundraiser for the Mayor's International Committee on April 1, 2019.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute contracts with the UW Badger Band and the Stefanie H. Weill Center for the Performing Arts in form substantially similar to the attached.

*Finance
Personnel
approve w/
amended
contract.*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**THE UNIVERSITY OF WISCONSIN
VARSITY BAND**



WEILL CENTER – SHEBOYGAN

SPRING 2019

CONCERT PERFORMANCE

CONTRACT PACKET

UNIVERSITY OF WISCONSIN VARSITY BAND
FINANCIAL AGREEMENT

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE, SIGNED AND DATED, TO:

UW Varsity Band Concert Series
c/o Wendy Roy, Administrative Associate
University of Wisconsin Bands
455 North Park Street, Room 4561
Madison WI 53706
(FAX "c/o Wendy Roy" to: 608-265-3024)

We, Sheboygan Mayor's International Committee, agree to host The UW-Madison Varsity Band:

Monday, April 1, 2019 at 7:00p at Weill Center in Sheboygan, WI

We, Sheboygan Mayor's International Committee, agree to the following sponsorship obligations:

ADMISSION PRICE: To be determined by the sponsor ("We") (Please refer to #2 of the Guidelines in the General Information packet.)

TRANSPORTATION: Cost of motor coaches to and from the performance site; usually 2-3 coaches, to be paid from funds held by or for the benefit of the Mayor's International Committee. We agree to be billed directly by the bus company. (Please refer to #6 of the Guidelines in the General Information packet.)

FOOD: A pre-show meal. Post-show refreshments are always appreciated. (Please refer to #7 of the Guidelines in the General Information packet.)

FINANCIAL AGREEMENT: Final payment shall be made from funds held by or for the benefit of the Mayor's International Committee, and should be mailed no later than 60 calendar days following the concert, unless otherwise agreed upon by the sponsor and the UW Band Alumni Association ("UWBAA"). A Payment Information and Voucher form is included in this packet. (Please refer to #1 of the Guidelines in the General Information packet.)

OTHER AGREEMENTS:

1. The Weill Center requires that the sound average no more than 93 dB on the c scale. UWBAA shall comply with this requirement, and shall respond to any request by Sponsor or the Weill Center to comply with this requirement.
2. The Sponsor's Agreement with the Weill Center states, in part: "[Sponsor] acknowledges that [the Weill Center] has and/or may obtain sponsors for the Performance. [Sponsor] agrees to cooperate fully with [the Weill Center] and its Facility sponsors in connection with promotions by [the Weill Center] for such sponsors at no cost to [Sponsor]." UWBAA likewise agrees to cooperate fully with the Weill Center and its Facility sponsors in connection with promotions by the Weill Center for such sponsors at no additional cost to Sponsor.

3. UWBAA shall comply with the load in and load out times in Sponsor's Agreement with the Weill Center. In the event that UWBAA does not comply with such requirements, UWBAA shall be responsible for any penalties imposed.
4. UWBAA does not intend to use a set or scenery for the performance. It shall not use fire, fireworks, open flames, pyrotechnics, oil-based or chemical-based smoke machines or hazers, dry ice, or water-based hazers at the Weill Center.
5. Any advertising, marketing, or other promotion done for the event by UWBAA shall be approved by Sponsor in advance.
6. UWBAA agrees that it will maintain, at its own cost and expense, insurance covering its property to the extent of its insurable value for all times when such property is located at the Weill Center.
7. UWBAA represents and warrants to the sponsor that nothing contained in its performances, the merchandizing, or anything else connected with its performance pursuant to this Agreement shall violate or infringe on any patent, copyright, trademark, right of privacy or other statutory or common law right of any person, firm, corporation or other entity.
8. UWBAA warrants that it has obtained all licenses necessary in connection with the performances and/or sale of merchandise and will supply copies thereof to the Sponsor and the Weill Center not less than seven (7) days prior to performance.
9. UWBAA warrants that it has paid all necessary royalties due or license fees due Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), the Society of European State Authors and Composers (SESAC), and any other similar organization.
10. UWBAA shall, at least seventy-two (72) hours prior to the Performance, secure such consents, licenses, certificates and/or permits as may be required for the Performance and/or for the use of any motion picture, television, radio, broadcasting, recording and/or other equipment in connection therewith.
11. UWBAA agrees to hold harmless, indemnify, and defend the sponsor, its officers, agents, employees, and assigns from any and all liability, including claims, demands, losses, costs, attorneys' fees, damages and expenses of every kind and description to persons or property arising out of the acts or omissions of UWBAA, including, but not limited to, those resulting from or arising out of: the unauthorized or unlicensed use or performance of any idea, creation, literary, musical or artistic material or intellectual property or works of performing arts in connection with the performances; any negligent act done or words spoken by the performers, agents, or employees of the UWBAA during any of the performances; any damages done to the Facility caused directly or indirectly by said performers, agents, or employees during any of the performances; the breach of any term of this Agreement; and/or any breach of any warranty made or obligation undertaken by UWBAA pursuant to this Agreement. The provision of this paragraph shall survive the execution, delivery and performances of this Agreement.
12. UWBAA shall comply with all laws, ordinances, orders and requirements of all federal, state and municipal governments, and appropriate departments, commissions, boards and officers thereof applicable to its use of the Weill Center. UWBAA shall comply with all house rules and backstage rules at the Weill Center. UWBAA shall not tamper with any fire detection or suppression devices or systems.

GUARANTEE

**THE UNIVERSITY OF WISCONSIN BAND ALUMNI ASSOCIATION WILL RECEIVE
\$3,000.00 or 50% of the total net profit from the show, *WHICHEVER IS GREATER.*
(Net profit refers to the amount *after* expenses.)**

Contact Name: Mike Vandersteen Signature and Date: _____

Contact Address (street/city/state/zip): City Hall, 828 Center Ave, # 301, Sheboygan, WI 53081

Contact Telephone: Office: 920-459-3317 Cell: 920-946-8306

Contact Fax: 920-459-0256

Contact Email: Mayor.Vandersteen@SheboyganWI.gov

FOR OFFICE USE ONLY

UWBAA Representative Signature and Date: _____

UNIVERSITY OF WISCONSIN VARSITY BAND

SHOW INFORMATION

**PLEASE ELECTRONICALLY RETURN THIS FORM NO LATER THAN [ONE MONTH PRIOR DATE] TO:
DOLSON@MUSIC.WISC.EDU**

PLEASE TYPE AS MUCH INFORMATION AS POSSIBLE OR MAKE ANY NECESSARY CHANGES.

**WEILL CENTER
Concert Date and Time:
Monday, April 14, 2014 at 7:00p**

General Information

Contact Name: Mike Vandersteen
Contact Phone: 920-459-3317
Contact Fax: 920-459-0256
Contact Email: Mayor.Vandersteen@SheboyganWI.gov
Contact Address: City Hall, 828 Center Ave., Sheboygan, WI 53081

Ticket Information

Reserved Seat
Advance Ticket Price: To Be Determined
Door Ticket Price: To Be Determined
Ticket Discounts (seniors, students, etc.): To Be Determined
Maximum Seating Number: 1175
Potential Net Profit: To Be Determined
Ticket Order Contact Phone Number: 920-208-0808
Ticket Order Address: 826 N. 8th Street, Sheboygan, WI 53081

The Mayor, in consultation with the Mayor's International Committee, shall have the authority to set the price for all tickets.

Site and Bus Information

Venue Website: weillcenter.com
Room Name/Number/Location for Storage Area: Backstage
Room Name/Number/Location for Warm-Up Area: Lower level
Room Name/Number/Location for Dressing Room: Second floor
Wireless Microphone Available? YES
Type of meal to be provided: Traditional Sheboygan Brat Fry, including bratwurst and hamburgers served on a Sheboygan hard roll with condiments, baked beans, potato chips, soda and water and cookies and bars. Veggie burgers will also be available.
Approximate cost per bus: To be Determined
Number of buses: 2
Bus Company: Van Galder

FOR OFFICE USE ONLY

Time and Distance to Destination:

Approximate Arrival Time:

Approximate Departure Time:

UNIVERSITY OF WISCONSIN VARSITY BAND
PAYMENT INFORMATION AND VOUCHER

PLEASE RETURN THIS FORM, IN HARD COPY, NO LATER THAN [60 DAYS DATE] TO:

UW Varsity Band Run-Out
c/o Wendy Roy, Administrative Associate
University of Wisconsin Bands
455 North Park Street, Room 4561
Madison WI 53706

Please make the check payable to "UW Foundation"
with "UWBAA" written on the memo line.

Nothing else should appear on the check. We cannot process checks that are made out any other way or include any other information. We will require a replacement for checks that are filled out incorrectly. Your cooperation in this matter is greatly appreciated.

We kindly ask that you include a detailed list of costs and profits associated with the show, for our bookkeeping purposes.

WEILL CENTER
Concert Date and Time:
Monday, April 1, 2019 at 7:00p

Please feel free to also include any comments, suggestions, newspaper articles, publicity information, or program copies for our records.



STEFANIE H. WEILL CENTER FOR THE PERFORMING ARTS LICENSED USE AGREEMENT

THIS LICENSED USE AGREEMENT ("Agreement") is made this ___ of February, 2019 by and between the WEILL CENTER FOUNDATION, INC. ("Licensor"), a Wisconsin non-profit organization, whose mailing address is 826 N. 8th Street, Sheboygan, Wisconsin 53081 and the City of Sheboygan, a municipal corporation ("Licensee") having its principal place of business at 828 Center Ave, Suite #301, Sheboygan, WI 53081.

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Facilities

- (a) Licensor hereby licenses to Licensee the use of the Weill Center ("Facility"), located at 826 North 8th Street, Sheboygan, Wisconsin together with the lobbies, public restrooms, backstage area and dressing rooms attendant thereto, for the following performance(s) **UW-Madison Varsity Band** ("Performance") on April 1, 2019 at 7 p.m.

	<u>DATE</u>	<u>TIME</u>
Load in:	4/1/19	TBD
Load out:	4/1/19	TBD

- (b) Depending on availability, the Licensee may have use of 816 N. 8th St. Meeting & Training Facility, the Board of Directors Room and the East Balcony Lobby at standard rental rates set forth in the attached Rental Policy and Rates.
- (c) Licensee acknowledges Licensor's right to access all portions of the Facility for control, maintenance and management thereof, agrees not to interfere with such access at any time and waives any claim of damage for injury or inconvenience occasioned thereby unless due to the neglects, acts or omissions of Licensor, its agents, employees or contractors. Licensee may, in the sole discretion of Licensor and at the price and upon the terms and conditions imposed by Licensor, utilize the Facility for rehearsals
- (d) All use of the space will be coordinated through and approved by the Weill Center General Manager no less than two weeks prior to the date of the event.

2. Production

- (a) All production aspects will be coordinated through and approved by the Weill Center General Manager and the Technical Department no less than two weeks prior to the date of the event.
- (b) Sound must average no more than 93 dB on the c scale. Licensor has the full right to direct Licensee to correct decibel levels at any time and Licensee must comply.

3. Fees, Deposit, Manner of Payment, Settlement, Interest and Taxes

(a) License Fee. Licensee shall pay to Licensor the following fees ("Fees") from funds held by or for the benefit of the Mayor's International Committee:

- i. **A License fee of one thousand six hundred dollars (\$1,600.00)** for the use of the Facilities as detailed in above schedule and outlined in the Weill Center rental policy.
- ii. **Payment to Licensor for costs incurred by Licensor on behalf of the Licensee** or as a result of Licensee's use of the Facility, including, but not limited to, costs for: front of house manager (\$30/hour), stage technician and crew fee (\$35/hour), lighting technician fee (\$50/hour), sound technician fee (\$50/hour), cleaning service, security, catering, additional labor as needed, stage settings, scenery, decorations, and equipment, shall be billed at settlement of each event. The expectation is that these costs will be approximately eight hundred dollars (\$800.00).
- iii. **Ticketing Fees and Restoration Fee** of three dollars (\$3.00) per ticket issued for the Performance, representing services fees for internal ticket office costs ("Ticketing Fees") and two dollars (\$2.00) per ticket issued for Performances, for the maintenance of the facility ("Restoration Fee"). If Licensee prints and distributes its own tickets, a Restoration Fee (\$2.00) fee is assessed at a total of \$2.00 per attendee.

(b) Non-refundable Deposit. Licensee shall pay Licensor—from funds held by or for the benefit of the Mayor's International Committee—upon execution of the Agreement **(\$500)** as a non-refundable deposit toward payment of the License fee if the Weill Center ticketing system is not utilized. If the ticketing system is utilized, the deposit is waived.

(c) Manner of Payment. The fees shall be paid by Licensee to Licensor, in cash, cashier's check, or Credit Card at the address of Licensor set forth above without set-off, deduction, abatement or withholding of any amount by Licensee whatsoever except as provided herein. No partial or full cash pay-outs will be given to the Licensee from the Licensor the day of the Performance

(d) Settlement.

- i. Licensor may, in its sole discretion, collect the Fees out of gross receipts from the sale of tickets and/or merchandise ("Receipts") and said Receipts are hereby assigned by Licensee to Licensor to the extent of the Fees to be paid by Licensee under this Agreement.
- ii. Performers who are not residents of the state of Wisconsin are required to pay 6% of their artist fee (if cost of entertainment is greater than \$7,000.00) to the Wisconsin Department of Revenue. This amount will be deducted from the talent fee/ticket proceeds unless the Weill Center receives a written waiver from the state.
- iii. The Receipts may be used by Licensor for any organizational purpose, but held in separate bank account, and Licensor shall not be obligated to Licensee for gains received from the investment thereof. Licensee shall not be responsible for any losses incurred from the investment thereof.
- iv. Licensor shall not be obligated to segregate Licensee's Receipts from other user's receipts in this separate bank account.
- v. Within seven (7) days after the conclusion of the Performance, Licensor and Licensee shall settle the Receipts, determining the Fees due Licensor ("Settlement"). In the event the receipts are insufficient to pay the Fees, Licensee shall remit the balance due hereunder within forty-eight (48) hours after receiving the Settlement from funds held by or for the benefit of the Mayor's International Committee.

(e) Interest. Past due Fees shall bear interest at the rate of eighteen percent (18%) per annum.

(f) Taxes.

- i. Licensee shall be responsible for the collection and remittance of any and all sales, admissions, use, withholding, social security, admission and/or other tax arising, due or imposed as a result of the Performances and/or this agreement.
- ii. Licensee agrees to indemnify Licensor in connection with any loss or damage caused by Licensee's failure to pay such taxes and/or the Ticketing Fee.

4. Tickets and Ticket Office

- (a) **Ticket Sales.** The sale of all tickets to Performances shall be managed and controlled by Licensor. All tickets will be sold on a reserved seating basis. Licensor shall retain the Receipts from non-consigned ticket sales pending Settlement. In the event Licensee fails to present the Performances, Licensor may retain the Receipts for the purpose of refunding same to purchasers and/or for payment of the Fees. Issuing refunds for cancellation of show will result in additional fee of \$250 due to the Licensor by the Licensee. The Licensor MUST approve copy and creative on ticket before sale or distribution.
- (b) **Complimentary tickets.** Licensor, at its sole discretion, will be entitled to retain **twenty (20)** complimentary tickets for each of the Performances for house use according to the Licensor's policies. These complimentary tickets ("Complimentary Tickets") shall be provided Licensor without charge or set-off by Licensee. No Ticketing Fee or Restoration Fee shall be imposed on the Complimentary Tickets.
- (c) **Ticket pricing.** Base ticket price will be determined by the Licensee. The Licensor encourages the Licensee to include the \$3 ticketing fee and \$2 Restoration Fee in the marketed price to the consumer (i.e. consumer's ticket is \$20+tax – the \$20 comprises of a \$15 ticket, \$3 ticketing fee and \$2 restoration fee). The Licensee should use discretion of whether or not to include the 5.5% Wisconsin State sales tax in the ticket price.

5. Services Included

- (a) **Facility offerings:** Licensor agrees to furnish at its own cost and expense, lighting, and such heat or air conditioning as, in the sole discretion of Licensor, shall be necessary for comfortable occupancy of the Facility, attendant dressing rooms and lavatory facilities during the performances. Licensee agrees that neither it, its employees and/or agents shall unreasonably interfere with Licensor's furnishing these services. Control of the theater elevator will be maintained by the Weill Center. Any special security issues must be discussed and documented prior to the load-in and performance date.
- (b) **Volunteers:** Licensor will provide the appropriate number of volunteers for ticket takers, ushers, coat room attendants, concessions and other roles as mutually agreed upon by Licensor and Licensee.

6. Concessions

- (a) Licensor or its authorized concessionaire(s) shall have the exclusive right to sell or distribute any and all food, beverage, merchandise or services during the Performances at the Facility. The Performer may sell merchandise at the Facility.

7. Stage

- (a) **Sets and scenery.** Sets and scenery may be erected/assembled by Licensee only after obtaining written consent from Licensor. Licensor reserves the right to remove or dismantle such sets or scenery as it, in its sole discretion, deems necessary for protection of the Facility and/or occupants thereof. Any and all sets and/or scenery shall be removed from the Premises not later than twenty-four (24) hours after the final performance of the Licensee. Licensee hereby expressly assumes all risk of loss

in connection with the sets or scenery while same are located within the Facility and releases Licensor from any and all liability in connection with damage thereto or resulting there from.

- (b) **Access.** The Licensee will agree to have only the performer(s) and support crew on the stage at any given time during the usage of the Weill Center. No one else will be allowed on stage.

8. **Publicity**

- (a) **Commencement.** Licensee agrees that, prior to delivery of this Agreement to Licensor with the Deposit, Licensee shall not disseminate or release any information or publicity with respect to the Performance. Licensor notes that Licensor is a public entity and, therefore, state law requires that its approval of this Agreement will take place at a meeting open to the public. Discussion of the Agreement at public meetings, and dissemination of materials related to the Agreement at or before a public meeting is explicitly permissible.
- (b) **Preapproval.** Licensor must pre-approve any advertising, marketing or other materials utilizing and/or mentioning the name "Stefanie H. Weill Center for the Performing Arts", "Weill Center" or any graphics depicting the Facility or any part thereof. Licensee agrees that it shall not distribute or post any literature, signs, placards, notices, posters, banners, flags or other material of any kind in or about the Facility without the prior written consent of Licensor.
- (c) **Advertising.** The Weill Center name or logo must appear in all materials promoting the Performance. Licensee agrees that it is licensee's sole responsibility to advertise, market and publicize the performance. Licensor, at its sole discretion, may publicize the performance on its website, social media, mailings or other promotional material. Licensor may announce the performance in its display windows or on its marquee on a space available basis only. Guarantees of these services can be provided at an additional rate.
- (d) **Advertising Services.** Licensor may provide licensor advertising and marketing services for the Performance at mutually agreed prices. Such services can be provided with a separate addendum to this agreement.

9. **Insurance**

- (a) **Property Insurance.** Licensee agrees that it will maintain, at its own cost and expense, insurance covering property of Licensee to the extent of its insurable value for all times when such property is located at the Facility.
- (b) **Liability Insurance.** The Licensee agrees to obtain, at its own cost and expense, liability insurance providing Combined Single Liability (CSL) coverage in the amount of \$1,000,000 in the case of a performance or public event, and in the amount of \$500,000 for a non-performance event. Licensor shall be named in the policy as additional insureds. Upon request, the Licensor may choose to arrange for such insurance for Licensee, and the Licensee agrees to pay the applicable premium. Licensee shall furnish the Licensor with a certificate showing the insurance is in force no later than 30 days prior to the date of the Performance.
- (c) **Workers' Compensation Insurance.** Licensee agrees to maintain worker's compensation insurance for its employees as required by Wisconsin Statutes.

10. **Indemnification**

Licensee agrees to hold harmless, indemnify and defend Licensor, its officers, agents, employees, members, directors and trustees from any and all liability, including claims, demands, losses, costs, attorneys' fees, damages and expenses of every kind and description to persons or property arising out of the acts or omissions of the Licensee, including, but not limited to, those resulting from or arising out of: the unauthorized or unlicensed use or performance of any idea, creation, literary, musical or artistic material or intellectual property or works of performing arts in connection with the Performances;

any negligent act done or words spoken by Licensee, its performers, agents or employees during any of the Performances; any damages done to the Facility caused directly or indirectly by Licensee, its performers, agents or employees during any of the Performances; the breach by Licensee of any term of this agreement; and/or any breach of any warranty made or obligation undertaken by Licensee pursuant to this agreement. The provision of this paragraph 10 shall survive the execution, delivery and performances of this Agreement.

11. Performing and Merchandise Rights and Licenses

- (a) Licensee represents and warrants to Licensor that nothing contained in the Performances, the merchandizing or anything else connected with Licensee's performance pursuant to this Agreement shall violate or infringe on any patent, copyright, trademark, right of privacy or other statutory or common law right of any person, firm, corporation or other entity.
- (b) Licensee warrants that it shall obtain all licenses necessary in connection with the Performances and/or sale of merchandise and agrees to supply copies thereof to Licensor not less than five (5) days prior to the first date set forth in paragraph 1. above.
- (c) Licensee warrants that it has paid all necessary royalties due or license fees due Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), the Society of European State Authors and Composers (SESAC), and any other similar organization.
- (d) Licensee will secure, at least seventy-two (72) hours prior to any of the Performances, such consents, licenses, certificates and/or permits as may be required for the Performances and/or for the use of any motion picture, television, radio, broadcasting, recording and/or other equipment in connection therewith.

12. Sponsorship

Licensee acknowledges that Licensor has and/or may obtain sponsors for the Performance. Licensee agrees to cooperate fully with Licensor and its Facility sponsors in connection with promotions arranged by Licensor for such sponsors at no cost to Licensee. Licensor acknowledges that Licensee has full rights to all sponsorships solicited by Licensee for the performance in this agreement.

13. Compliance with Law

- (a) **Applicable Laws**. Licensee will do all acts necessary to comply with all laws, ordinances, orders and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to Licensee's use of the Facility, the Licensee, the Performances, or any other matters connected with or arising from this agreement.
- (b) **House Rules**. Licensee agrees to comply with all house rules and backstage rules to also include the lobbies, public restrooms, backstage area and dressing rooms promulgated by Licensor for the Facility and/or Performances. The Facility is a non-smoking, tobacco-free facility including the use of electronic cigarettes. No firearms are allowed anywhere on the premises. The Licensor does not allow the use of fire, fireworks, open flames, pyrotechnics, and oil-based or chemical-based smoke machines or hazers in the theater. Use of dry ice will be allowed with prior approval only. Use of water-based hazers will be allowed with prior approval only. Disarming, altering or tampering with fire detection and fire suppression devices and systems is not allowed.
- (c) **Labor Laws and Agreements**. Licensee shall comply with all laws, regulations and agreements, formal or informal, regarding labor as are applicable to operations on or related to the Premises, the Facility and the Performance.

14. Breach and Termination

or proceedings hereunder, venue for such action, suit or proceeding shall be in Sheboygan County, Wisconsin.

- (e) **Successors.** This agreement shall be binding upon Licensee and Licensor and their respective successors.
- (f) **Severability.** In the event any provision or portion of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement or the application of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (g) **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.
- (h) **Attorney's Fees.** In the event it becomes necessary for any party to this Agreement to enforce its rights hereunder through any administrative, arbitration or other legal proceeding, then in such event, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in such proceeding(s) through all appeals.
- (i) **Waiver.** No waiver by Licensor of any right hereunder shall affect any subsequent right of Licensor to exercise the same or other rights, nor shall such waiver be construed as a waiver of any further default or breach hereunder. The failure of Licensor to insist upon strict compliance with any of the terms, conditions and/or covenants and/or conditions hereof shall not be deemed a waiver of any rights or remedies which Licensor may have and shall not be deemed a waiver of any subsequent breach or default of any such terms, conditions and/or covenants.
- (j) **City Administration of this Contract.** The Mayor's International Committee shall have primary responsibility for the administration of all responsibilities given to the Licensee under this Agreement.
- (k) **City Funds.** For the avoidance of doubt, only funds held by or for the benefit of the Mayor's International Committee may be used to satisfy any liability imposed on the Licensee under this Agreement. In case of any dispute, the Licensor shall be entitled to proceed against such funds, but shall have no right to demand payment or proceed against the general funds of the City of Sheboygan.
- (l) **Force Majeure.** In the event that the performance of any of the provisions of this Agreement on the part of the Licensee or Licensor shall be prevented or interfered with by an act of God, fire or national or local calamity or death or physical or other disability of any of the personnel forming part of or used in connection with the Performance, the acts or regulations of any public authority or labor union, labor difficulties, strike, war, epidemic, storm or inclement weather, or any other cause that renders such Performance impossible, such party shall be relieved of its obligations hereunder with respect to the Performance so prevented because of such cause. If any Performance shall be prevented for any of the foregoing causes, neither the Licensor nor the Licensee shall be under any obligation to present the Production at a different time. In the event the Licensor and Licensee jointly decide the theater should be closed because of fire, national or local calamity or similar act of God, neither party shall have any financial claim on the other resulting from losses during the period of closing.
- (m) **Paragraph Headings.** Paragraph headings herein are for convenience only and in no way affect the interpretation of this Agreement.

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

LICENSEE by signing this agreement, acknowledges receipt and acceptance of all rules and policies governing the use of the Stefanie H. Weill Center as defined in the document

titled "Weill Center Rental Policies/Rates" and said document serves as an addendum to this agreement.

LICENSOR:

Kimberly Meller
General Manager
Weill Center Foundation

Date

LICENSEE:

CITY OF SHEBOYGAN

By: _____
Mike Vandersteen, Mayor

Date: _____

Attest: _____
Meredith De Bruin, City Clerk

Date: _____

Signatures of city officials are authorized by the Common Council of the City of Sheboygan pursuant to Res. ____-18-19.

IX

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 18, 2019.

Your Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 41-18-19 by Alderpersons Donohue and Sorenson amending Section 130-131 of the Municipal Code relating to commercial quadricycle hours of operation; recommends approving the Ordinance.

mg

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

Handwritten red mark resembling a stylized 'H' or 'X'.

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Gen. Ord. No. 41 - 18 - 19. By Alderpersons Donohue and Sorenson.
February 13, 2019.

AN ORDINANCE amending Section 130-131 of the Municipal Code relating to commercial quadricycle hours of operation.

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

Section 1. Section 130-131 of the Sheboygan Municipal Code entitled "Regulations" is amended in subsection (i) therein so as to read as follows:

"Sec. 130-131. *Regulations.*

. . .

(i) *Time of operation.* No person shall operate or permit the operation of a commercial quadricycle in the city except between the hours of 10:00 a.m. and 10:00 p.m.

. . ."

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.

Handwritten signature and the word "approve" written below it.

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. - 18 - 19 . By Alderpersons Rindfleisch and Bohren.
February 18, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Administrator's Department 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 A.7.b. 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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A. CITY HALL DEPARTMENTS

7. MAYOR / COMMON COUNCIL

DELETE:

7.b. Budget Analyst	I	1.0
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ADD:

7.b. Assistant to the City Administrator	M	1.0
---	---	-----

*Finance
Personnel*

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 description shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ASSISTANT TO THE CITY ADMINISTRATOR

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 relaxed, casual, unpretentious and fun 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.

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



OFFICE OF THE CITY ADMINISTRATOR

Working with the Common Council, the community and city staff, the Office of the City Administrator's responsibility is to professionally implement all Common Council policy decisions and efficiently direct the city operation and activities in accordance with sound management principals. In addition, the City Administrator prepares, reviews, and monitors the annual operating budget for the city. The City Administrator also collaborates with the Mayor, City Attorney, and City Clerk.

Statement of Purpose

The function of the Office of the City Administrator is to professionally implement all Common Council policy decisions, efficiently direct the city operations, and creates an organizational culture that results in the delivery of excellent municipal services to constituents of Sheboygan.

Culture

The atmosphere throughout the city, as well as in the Office of the City Administrator, should be like getting together with friends or family. This means staff needs to provide an experience that is relaxed, casual, unpretentious, and fun while at the same time providing services that are high-quality, meaningful, and excellent.

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, 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.



For more about Sheboygan, visit www.sheboyganwi.gov

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



POSITION DESCRIPTION



Title:	Assistant to the City Administrator
Direct Supervisor:	City Administrator
Version Date:	1/30/19
Salary Grade:	M
FLSA Status:	Exempt (Non-represented)

Position Summary

The Assistant to the City Administrator is a highly technical position responsible for completing various projects assigned by the City Administrator, as well as assisting and/or championing the development, design and implementation of the annual budget. Work primarily involves managing the timely flow of the budgeting process, providing leadership and assisting departments with budgetary problems and concerns; developing, designing and monitoring performance measures; long range trend analysis; compiling and leading the efforts needed to prepare the annual budget. Additional projects and/or assignments as needed, including projects unrelated to finance. The incumbent works under the general supervision of the City Administrator.

Essential Duties & Responsibilities

1. In conjunction with the Director of Finance, manages the development, review and publication of the annual budget in conformance with the long-range goal of the Long Term Financial Plan and annual budget parameters. Coordinate, with Department Heads, the development of useful performance measures and assists in the assimilation of those measures into department operation. Submits for award consideration.
2. Performs research and development of various projects, reports, periodic surveys, grant applications, and miscellaneous projects as needed throughout City operations, both related and unrelated to finance.
3. Assists Department Heads in the identification and resolution of budgetary opportunities and concerns throughout the year.
4. Assists the City Administrator in the development and monitoring of departmental budget.
5. In conjunction with the Director of Finance, creates and distributes Popular Annual Financial Report.
6. Oversees the coordination and publication of annual performance measurement report. Develops annual scorecard and award application. Participate in comparative benchmarking effort including electronic format.
7. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
8. Analyzes revenue trends and identifies concern areas; identifies service areas which may be possibly revenue supportive, monitor existing rates and recommend rate changes to reflect current cost of services.
9. Manage the development and update of capital improvements program.
10. Participates in the implementation and/or upgrades of budget-related MUNIS software system, particularly in integrating the account code structure with the budget categories and training of users.
11. Meets with and presents budgeting and financial issues to public groups and individuals.
12. Oversee the development, analysis and presentation of the annual community survey.
13. Oversee the development, presentation and publication of strategic plan and quarterly benchmark reports.
14. Develops and updates documents for the promotion of the department and the city, including social media and city website.
15. Provide support services for various committees including new member orientation.

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



Supervisory Responsibilities

There are no supervisory responsibilities required of this position. Periodically, perform lead role in directing and coordinating projects for interns.

Qualification Requirements

- Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
- Knowledge of rules and regulations of the Common Council relative to financial disbursements.
- Knowledge of performance measure budgeting and analysis.
- Ability to maintain financial records and accounts.
- Ability to prepare financial reports.
- Ability to close books and make necessary adjustments.
- Ability to assist in various aspects of budget preparation.
- Ability to work effectively under tight time constraints.
- Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
- Ability to perform various trend analysis, identify concerns and recommend long term solutions.
- Professional-level knowledge of Microsoft Office and Adobe products and the ability to work at a personal computer terminal for extended periods of time.
- Ability to adapt to financial software products.

Education & Experience

A Bachelor's degree in Public Administration, Political Science, Accounting, Business or a related field preferred. A minimum of three to five years of professional work experience in budget development and analysis and general accounting, and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in the public sector. A valid driver's license is also required.

Pre-Employment

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

Language Skills

Position requires the ability to work cooperatively and communicate effectively in written and verbal form. Prepare and maintain accurate and complete reports and records. Ability to prepare and present reports and make presentations as needed or required. Ability to work with all demographics preferred.

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



Mathematical Skills

Knowledge of principles and practices of accounting, budgeting and finance in municipalities.

Reasoning Ability

Ability to act, make decisions and justify action based on rational thought, good judgment and logical thought.

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. Work performed is primarily in a standard office environment that includes exposure to computer screens. Primary functions include sufficient physical ability and mobility to work in an office setting, sit and answer phones, and use of computer equipment on a continuous basis.

On a frequent basis, must have the ability to stand, walk, sit, talk, and reach with hands and arms and occasionally lift, bend, stoop and retrieve files and boxes weighing up to 25-30 pounds. Position requires the operation of office equipment and required repetitive hand movement and fine coordination including use of a computer keyboard.

Work with employees and/or the public that may be angry or upset. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

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.

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: _____

ASSISTANT TO THE CITY ADMINISTRATOR 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?



For more about Sheboygan, visit www.sheboyganwi.gov

~~X~~

Gen. Ord. No. - 18 - 19 . By Alderpersons Rindfleisch and Bohren.
February 18, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Senior Activity Center 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 A.10. 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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A. CITY HALL DEPARTMENTS

10. SENIOR ACTIVITY CENTER

DELETE:

Senior Activity Center Supervisor	I	1.0
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ADD:

Director of Senior Services	K	1.0
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*Finances
Personnel*

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 description shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DIRECTOR OF SENIOR SERVICES

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 relaxed, casual, unpretentious and fun 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.

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



SENIOR SERVICES

To encourage all citizens, especially older adults, to remain active and engaged in their community.

- The vibrancy and health of our organization depends upon the investment of each individual.
- We believe in the inherent value of ALL people.
- We believe in building collaborative relationships.
- We believe that older adults have talent and wisdom to share and are an important community resource.

Statement of Purpose

The function of the Senior Services Department is to serve our customers in a way that establishes a relationship of mutual gratitude- our gratitude for our customer's patronage, and our customer's gratitude for the quality and value they receive. To build this relationship, we regularly ask our customers if their expectations are met and if they find value in the activities offered and services received.

Culture

The atmosphere throughout the city, as well as in the Senior Services Department, should be like getting together with friends or family. This means staff members need to provide an experience that is relaxed, casual, unpretentious, and fun while providing services that are high-quality and meaningful for all.

Staff Expectations

The foremost item in every employee's job purpose is to be pro-active in providing programs and services yet be able 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 members need 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, 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.



For more about Sheboygan, visit www.sheboyganwi.gov

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



POSITION DESCRIPTION



Title: Director of Senior Services
Version Date: 02/05/2019
Salary Grade: K

Position Summary

The Director of Senior Services actively develops or participates in city-wide activities for citizens of all ages, as well as oversees the operation and maintenance of the Activity Center and ensures all programs meet the needs of those 55 and over in the City of Sheboygan. The position works under the limited supervision of the City Administrator.

Essential Duties & Responsibilities

1. To enhance the quality of life for citizens, with emphasized focus on seniors within the community, by developing programs and/or participating in various community-sponsored events in an effort to increase engagement and participation of citizens.
2. Prepares and oversees the annual budget for the Senior Services Department.
3. Assists in the preparation and oversees the Friends of SACS annual budget.
4. Coordinate, oversee and make public presentations for the work of the Sheboygan For All Livability Task Group.
5. Manages the daily operation of building services, HVAC, gas, electricity, alarms, emergency procedures and security issues and troubleshoots problems.
6. Oversees the preparation and distribution of monthly agendas, Supervisor's reports, financial reports and quarterly benchmark reports for SACS Commission and the Board of the Friends of the Senior Activity Center.
7. Purchases and manages the utilization of all center equipment including computers, copy machine, telephone system, video, electronic and sound equipment, office supplies, decorations, furniture, household and janitorial supplies.
8. Increases public awareness of the center's programs and services through public speaking, presentations, community networking and development of business and community partnerships.
9. Regularly evaluates Senior Activity Center services and programs and recommends improvements.
10. Coordinates community groups' utilization of the Senior Activity Center and obtains building use agreements from outside groups and organizations.
11. Provides leadership and direction in the development of short and long term plans.
12. Prepares various legal documents, vouchers, letters, memos and other correspondence pertaining to Senior Services Department.
13. Maintains and updates contracts with outside vendors, guest presenters, sponsors and program leaders.
14. Oversees marketing and communication efforts for SACS programs and events.
15. Attends Senior Services Commission meetings and sub-committee meetings and delivers ongoing reports.
16. Attends Friends of SACS Board meetings and sub-committee meetings and makes recommendations for the enhancement of the facility and programs offered at their request.

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



Supervisory Responsibilities

Trains, supervises and evaluates Senior Services Department staff hired by the City of Sheboygan, those hired by the Friends of the Senior Activity Center, voluntary program leaders and volunteers.

Sets up daily work schedules for adequately staffing the operations of the center and complies with the City of Sheboygan and Friends Memorandum of Understanding for supervision of the building.

Directs and enforces compliance with all City personnel and safety policies and regulations and department policies and regulations.

Qualification Requirements

Position requires knowledge of principles and practices of effective employee supervision, including selection, training, evaluation and discipline and skills in planning, organizing, assigning, directing, reviewing and evaluating the work of assigned staff and volunteers.

Ability needed to motivate staff and implement goals, objectives, policies, procedures, work standards and internal controls.

Ability needed to plan, organize and implement multi-faceted senior programs and activities.

Experience and the ability to work cooperatively and effectively with, and make presentations to, older adults, staff and other City personnel, members of the Senior Services Commission, Common Council, Friends of the Senior Activity Center and other community organizations.

PC literacy including working knowledge of software including: Internet Explorer, Microsoft Word, Microsoft Publisher, Excel, Munis and Quikbooks Accounting systems.

Position requires a high sense of responsibility and initiative to work independently and productively without direct supervision and to work effectively from written and verbal instructions. Must champion and/or oversee a monthly newsletter and professionally correspond with organizations such as the Sheboygan Press, AARP, etc.

Education & Experience

A Bachelor's degree is required in a field relating to business, non-profit or related, plus and a minimum of three years of professional work experience, including direct supervisory experience. Experience in planning/conducting activities/ programs in a senior adult recreation environment preferred.

Pre-Employment

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

Language Skills

Ability to communicate effectively and professionally in both written and verbal form. Prepare and maintain accurate and complete reports and records. Ability to prepare and present Annual Report to Common Council and make presentations and requests before the Common Council as needed.

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



Mathematical Skills

Knowledge of basic budgeting principles.

Reasoning Ability

Ability to act, make decisions and justify action based on rational thought, good judgment and logical thought.

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.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk.

The employee must regularly lift and/or move up to 10 pounds.

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.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, 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.

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: _____

DIRECTOR OF SENIOR SERVICES 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?



For more about Sheboygan, visit www.sheboyganwi.gov

~~X~~

Gen. Ord. No. 44 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
February 18, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Development Department/Building Inspection Division 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 A.3.b. 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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A. CITY HALL DEPARTMENTS

3. CITY DEVELOPMENT DEPARTMENT

DELETE:

3.b. Electrical/Housing Inspector	K	1.0
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ADD:

3.b. Building Inspection Licensing Clerk	E	1.0
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Finance and Personnel

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 description shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Job Description

Job Title: **Building Inspection Licensing Clerk** **Department:** City Development/
Building Inspection Division

Date Issue: January 2019 **Reports To:** Director of Planning and Development

Classification: Non-Exempt **Wage:** Salary Grade E

Position Summary

Under the general direction of the Director of Planning and Development, performs a wide range of diverse and responsible duties pertaining to a variety of building inspection services requiring individual judgment, initiative, and specialized knowledge in carrying out procedures and applying laws and regulations.

Essential Duties & Responsibilities

1. Issues permits, collects fees, issues receipts, and provides assistance to the general public, contractors, developers, realtors, architects, and designers who visit, call, or write about building and construction services.
2. Confers with planners, building inspectors, engineers and staff on developmental plans, policies, specifications or construction documents for compliance with City Ordinances, State Building Codes and other regulations.
3. Determines compliance with rules and regulations affecting accessory residential buildings.
4. Ascertains whether or not proposed alterations and repairs conform to zoning requirements.
5. Responsible for the complete licensing process relative to the application, receipt of fees and issuances of building trades contractor licensing, maintaining insurance database, and correspondence with the State of Wisconsin Department of Professional Services.
6. Reviews applications for fence permits, retaining walls, decks, etc.
7. Performs various receptionist/clerical activities including: greeting customers, telephone receptionist duties, processing mail, composing and typing letters and memoranda from general instructions, preparation of agendas, and assistance with the preparation of contractor license applications, etc.
8. Maintains computerized cash receipts and other records as required.
9. Schedules appointments, issues certificates, and maintains customer contact log for Clearwater Program.
10. Processes municipal court citations issued by Inspectors including: reviewing for accuracy, entering into division's recordkeeping system, transmission to Municipal Court, and submission of pertinent documents to City Attorney's Office.
14. Maintains records of projects reviewed and inspection records.
15. Schedules appointments and processes paperwork/certificates for the Inspectors.
16. Orders and maintains division office forms and supplies.
17. Performs other related work as assigned.

Qualification Requirements:

1. Ability to communicate effectively both orally and in writing.
2. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to the various aspects of building inspection, building code, code enforcement, zoning, planning, etc.
3. Ability to read and interpret plans, specifications, construction documents, codes and municipal ordinances.
4. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc., and high level of proficiency in typing and transcription accurately.
5. Extensive knowledge of computers and programs (Microsoft Word, Outlook, Excel, PowerPoint, AS 400, MUNIS etc.)
6. Ability to be exercise good judgment, courtesy, and tact in dealing with the general public, property owners, contractors, architects, engineers, and designers.
7. Ability to answer a variety of questions and make appropriate referrals to inspectors and/or the division director.
8. Ability to establish and maintain efficient working relationships with City officials, boards and committees, and City staff.

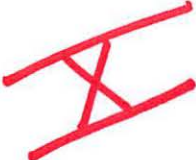
Education and/or Experience

High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, in addition to post high school courses relating to business and/or bookkeeping and/or other job-related course work. Four years of progressively responsible office experience, including experience in the building trades or construction background.

Pre-employment Requirement

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

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer
In compliance with the Americans with Disabilities Act, 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.



Gen. Ord. No. _____ - 18 - 19. By Alderpersons Donohue, Dekker, Sorenson and Wolf. February 18, 2019.

AN ORDINANCE amending Section 2-138 of the Municipal Code to provide that remote attendance would be included in the quorum count.

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

Section 1. Section 2-138 of the Sheboygan Municipal Code entitled "Remote attendance at meetings" is amended in subsection (b) therein so as to read as follows:

"Sec. 2-138. *Remote attendance at meetings.*

. . .

(b) *Quorum.* A member who appears remotely pursuant to subsection (a) above shall count towards a quorum during said appearance.

. . ."

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.

LHP

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

Other Matters

February 18, 2019

Resignation

Aldersperson Rosemarie Trester submitting her resignation from the City of Sheboygan Common Council - District 4.

Yay
over

DeBruin, Meredith

From: Alderperson Rosemarie Trester
Sent: Monday, February 18, 2019 6:16 AM
To: Mayor Vandersteen
Cc: DeBruin, Meredith; Alderperson Todd Wolf
Subject: Resignation

Mayor Mike Vandersteen
City Hall
Sheboygan, Wisconsin 53081

Rosemarie Trester
2110 N. 9th Street
Sheboygan, Wisconsin 53081

February 17, 2019

Dear Mayor Vandersteen,

It is with sadness that I have to write this to you. I am going to have to resign from City Council because of health issues. I have enjoyed being a part of council and I have learned a lot from all of you.

Thank you for the experience and the opportunity to serve. Wishing you all the best.

Respectfully,

Rosemarie Trester

Hard copy coming.

Other Matters

II

R. O. No. 222 18 - 19. By CITY CLERK. February 18, 2019.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2592	Birkholz, Faith G.	W5680 Garton Road, Plymouth
2600	Bush, Beth A.	1910 N. 28 th Street
2599	Guerra, Madeline N.	730 S. 8 th Street
8604	Hildreth, Ammber L.	2311 Hillshire Drive
2598	Lara-Ruiz, Carley J.	1708 N. 13 th Street
4182	Lee, Jollene C.	427 Wisconsin Avenue
2605	Looby Jr., Kevin S.	1620 Alexander Court
2608	Noss, Shane M.	2102 Calumet Drive, New Holstein
2597	Perry Harbert, Nyeim M.	3501 Lakeshore Road Apt. 2C
0661	Vanic, Patrick R.	1205 Stonebridge Drive, Howards Grove
2609	Wildman, Jonathan J.	711 Broadway Avenue
2593	Yonan, Keith S.	1614 Fox Hill Road

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2611	Kristoff, Seth M.	N3481 E Highway A, Sheboygan Falls
0565	Krueger, Nathan J.	13 S. Hiawatha Circle
2434	Lopez, Angela M.	4403 Primrose Court Apt. M101

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3325	Power Pubs, LLC	726 Kiwanis Park Drive
3353	Rendez-Vous	920 Michigan Avenue

YHPS

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3381	Meijer Store #305	924 North Taylor Drive

CLASS "A" BEER LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3382	Meijer Gas Station #305	902 North Taylor Drive



Gen. Ord. No. 46 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
February 18, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Finance 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 A.5.a. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
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A. CITY HALL DEPARTMENTS

5. Department of Finance

a. Accounting Division

DELETE:

Finance / Accounting Specialist (Temp/1 Year)	K	1.0
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ADD:

Finance / Accounting Specialist	K	1.0
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Finance Personnel

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 description shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor